



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

BOARD OF COMMISSIONERS

NOTICE OF MEETINGS

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

Notice is hereby given that the Mayor and Board of Commissioners of the City of Enid, Oklahoma, the Trustees of the Enid Municipal Authority, a Public Trust, the Trustees of the Enid Economic Development Authority, a Public Trust, and the Trustees of the Enid Public Transportation Authority, a Public Trust will meet in regular session at 6:30 p.m. on the 3rd day of July, 2018, in the Council Chambers of the City Administration Building, located at 401 W. Owen K. Garriott Road in said city, and the agenda for said meeting is as follows:

- AGENDA -

MAYOR AND BOARD OF COMMISSIONERS REGULAR MEETING

1. CALL TO ORDER/ROLL CALL.
2. INVOCATION.
3. FLAG SALUTE.
4. CONSIDER APPROVAL OF MINUTES OF THE REGULAR COMMISSION MEETING OF JUNE 19, 2018.
5. AWARDS, PRESENTATIONS, PROCLAMATIONS, AND ORGANIZATIONAL BUSINESS.
 1. PRESENT PET AVAILABLE FOR ADOPTION AT THE CITY ANIMAL SHELTER.
6. ADMINISTRATION
 1. CONSIDER AN EXEMPTION FROM THE SIGN ORDINANCE FOR FAIRWAY OUTDOOR ADVERTISING BILLBOARD AT GARRIOTT AND OAKWOOD TO ALLOW THE CONVERSION TO A DIGITAL FACE PURSUANT TO 11-13-9 (D).

7. **CONSENT.**
 1. **ACCEPT PUBLIC ACCESS EASEMENT FROM B & L CONTROL, INC., ENID, OKLAHOMA, AT NO COST TO THE CITY, FOR THE DEVELOPMENT AT 923 S. OAKWOOD ROAD.**
 2. **EXECUTE AGREEMENT WITH THE UNITED STATES DEPARTMENT OF THE INTERIOR, GEOLOGICAL SURVEY FOR STREAM MONITORING.**
 3. **ACCEPT THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) PERMIT TO CONSTRUCT A SANITARY SEWER LINE TO SERVICE THE JIFFY TRIP DEVELOPMENT AT GARLAND AND OWEN K. GARRIOTT, PROJECT NO. S-1808A.**
 4. **ACCEPT THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) PERMIT TO CONSTRUCT A WATERLINE TO SERVICE THE CITY OF ENID, PROJECT NO. W-1814C.**
 5. **APPROVE CHANGE ORDER NO. 2 WITH LUCKINBILL, INC., ENID, OKLAHOMA, FOR THE 1900 BLOCK EAST BROADWAY AVENUE, BOX CULVERT REPLACEMENT, PROJECT NO. F-1703C, IN THE AMOUNT OF \$4,883.00.**
 6. **AWARD PURCHASE OF 28 VISTA HD WIFI WEARABLE CAMERAS FOR THE ENID POLICE DEPARTMENT, FROM WATCH GUARD, INC., ALLEN, TEXAS, IN THE AMOUNT OF \$56,800.50.**
 7. **APPROVE A CONTRACT FOR PUBLIC SERVICES BETWEEN THE CITY OF ENID AND MAIN STREET ENID, INC.**
 8. **AWARD CONTRACTS TO JANTZ MOWING, ENID, OKLAHOMA, AND HRT SERVICE COMPANY, DRUMMOND, OKLAHOMA, FOR MOWING AND CLEANING THE CITY OF ENID'S RIGHTS OF WAY FOR FISCAL YEAR 2018-2019.**
 9. **AWARD THE PURCHASE OF CRUSHER RUN ROCK TO DOLESE BROTHERS COMPANY, OKLAHOMA CITY, OKLAHOMA, THROUGH JUNE 30, 2019.**
 10. **AWARD THE PURCHASE OF READY MIX PORTLAND CEMENT CONCRETE TO DOLESE BROTHERS COMPANY, OKLAHOMA CITY, OKLAHOMA, AND ENID CONCRETE COMPANY, INC., ENID, OKLAHOMA, THROUGH JUNE 30, 2019.**
 11. **APPROVE AGREEMENT BETWEEN ROGGOW CONSULTING, LLC AND THE CITY OF ENID.**
 12. **APPROVE BILLBOARD AND UPGRADE AGREEMENT BETWEEN THE CITY OF ENID AND FAIRWAY OUTDOOR ADVERTISING.**
 13. **APPROVAL OF CLAIMS IN THE AMOUNT OF \$1,102,608.86.**
8. **RECESS TO CONVENE AS THE ENID MUNICIPAL AUTHORITY.**
9. **TRUSTEES OF THE ENID MUNICIPAL AUTHORITY REGULAR MEETING.**

10. ENID MUNICIPAL AUTHORITY REGULAR MEETING.
 1. CONSIDER A RESOLUTION AMENDING THE 2018-2019 FISCAL FINANCIAL PLAN FOR THE ENID MUNICIPAL AUTHORITY IN THE AMOUNT OF \$650,000.00.
 2. APPROVE AN AGREEMENT WITH UNITED ENGINES COMPANY, OKLAHOMA CITY, OKLAHOMA TO LEASE THREE COMPACTOR TRASH TRUCKS FOR THE SOLID WASTE DEPARTMENT FOR UP TO THREE YEARS IN THE AMOUNT OF \$832,164.00.
11. ENID MUNICIPAL AUTHORITY CONSENT
 1. CONSIDER EXERCISING THE OPTION TO EXTEND THE LEASE AGREEMENT ON THE 2016 JOHN DEERE DOZER WITH COMMUNITY NATIONAL BANK, OKARCHE, OKLAHOMA IN THE AMOUNT OF \$78,103.80.
 2. CONSIDER EXERCISING THE OPTION TO EXTEND THE LEASE AGREEMENT ON THE 2015 BOMAG COMPACTOR WITH COMMUNITY NATIONAL BANK, OKARCHE, OKLAHOMA IN THE AMOUNT OF \$94,880.04.
 3. WAIVE FINANCE PROCEDURES MANUAL AND AWARD A BLANKET PURCHASE ORDER FOR THE ACQUISITION OF CHLORINE GAS FOR USE IN THE WATER TREATMENT PROCESS FROM JULY 1, 2018 TO JUNE 30, 2019.
 4. AWARD A BLANKET PURCHASE ORDER FOR PURCHASE OF METER COMPONENTS TO CORE AND MAIN, LP, SAINT LOUIS, MISSOURI, FOR THE PERIOD FROM JULY 1, 2018 TO JUNE 30, 2019 IN THE AMOUNT NOT TO EXCEED \$440,000.00.
 5. APPROVAL OF CLAIMS IN THE AMOUNT OF \$589,618.16.
12. ADJOURN TO CONVENE AS THE ENID ECONOMIC DEVELOPMENT AUTHORITY.
13. TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY REGULAR MEETING.
14. ENID ECONOMIC DEVELOPMENT AUTHORITY REGULAR MEETING.
 1. APPROVE CONTRACT FOR ECONOMIC DEVELOPMENT SERVICES BETWEEN THE ENID ECONOMIC DEVELOPMENT AUTHORITY AND THE ENID REGIONAL DEVELOPMENT ALLIANCE, INC.
 2. APPROVAL OF CLAIMS IN THE AMOUNT OF \$4,000.00.
15. ADJOURN TO CONVENE AS THE ENID PUBLIC TRANSPORTATION AUTHORITY.
16. TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY REGULAR MEETING.
17. ENID PUBLIC TRANSPORTATION AUTHORITY REGULAR MEETING.

1. APPROVAL OF CLAIMS IN THE AMOUNT OF \$700.09.
18. ADJOURN TO RECONVENE AS THE ENID CITY COMMISSION.
19. PUBLIC COMMENTS.
20. CONSIDER CONVENING INTO EXECUTIVE SESSION TO DISCUSS ECONOMIC DEVELOPMENT PROPOSALS FROM ENID REGIONAL DEVELOPMENT ALLIANCE AND PROPOSALS FROM RICKEY HAYES OF RETAIL ATTRACTIONS, THE CITY'S RETAIL CONSULTANT, ECONOMIC DEVELOPMENT PROPOSALS, AND RECONVENE INTO REGULAR SESSION TO TAKE ANY NECESSARY ACTIONS.
21. ADJOURN.

City Commission Meeting

4.

Meeting Date: 07/03/2018

Submitted By: Alissa Lack, City Clerk

SUBJECT:

CONSIDER APPROVAL OF MINUTES OF THE REGULAR COMMISSION MEETING OF JUNE 19, 2018.

BACKGROUND:

RECOMMENDATION:

PRESENTER:

Attachments

Minutes

MINUTES OF REGULAR MEETING OF THE
MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA,
TRUSTEES OF THE ENID MUNICIPAL AUTHORITY, A PUBLIC TRUST,
TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY, A PUBLIC TRUST,
AND TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY, A PUBLIC TRUST
HELD ON THE 19TH DAY OF JUNE 2018

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 June 2018, 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, 2017 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 June 2018.

-MAYOR AND BOARD OF COMMISSIONERS-

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

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

ABSENT: Commissioners Ezell and Wilson.

Staff present were City Manager Jerald Gilbert, City Attorney Carol Lahman, City Clerk Alissa Lack, Chief Financial Officer Erin Crawford, Director of Engineering Services Christopher Gdanski, City Engineer Robert Hitt, Public Utilities Director Louis Mintz, Planning Administrator Chris Bauer, Police Captain Scott Miller, Fire Chief Joe Jackson, Director of Marketing and Public Relations Steve Kime, Human Resources Director Sonya Key, and Ex-Officio Member Colonel Darrell Judy.

Pastor Bruce Johnson, of the First Church of the Nazarene, gave the Invocation, and Commissioner Jonathan Waddell led the Flag Salute.

Motion was made by Commissioner Pankonin and seconded by Commissioner Janzen to approve the minutes of the regular Commission meeting of June 5, 2018, and the vote was as follows:

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

NAY: None.

Animal Adoption Coordinator Charlet Ringwald, in honor of “Adopt-A-Cat Month”, presented “Veronicat” and “Angelicat”, 7-month-old female kittens available for adoption at the Enid Animal Shelter.

A Proclamation was read and presented proclaiming June 19, 2018 as “Colonel Darrell F. (Judge) Judy Day”.

Mayor William Shewey was recognized for receiving the 2018 Citizen of the Year Award from the Greater Enid Chamber of Commerce, for his dedication to the community.

Motion was made by Commissioner Janzen and seconded by Commissioner Waddell to approve the appointments of the following commissioners to the Walk of Fame Committee and the Enid Regional Development Alliance (ERDA) as listed, and the vote was as follows:

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

NAY: None.

Walk of Fame Committee - Commissioners Derwin Norwood and George Pankonin
Enid Regional Development Alliance (ERDA) – Commissioner Jonathan Waddell

A public hearing was held regarding a request to close a portion of a utility easement located in Lot 14, Block 13, Plat of Blocks Thirteen and Fourteen, Wilderness Cove, part of the northwest quarter, Section Ten, Township Twenty-two North, Range Seven West, Indian Meridian.

City Engineer Robert Hitt spoke regarding the proposed closure, explaining that the request was to close a portion of a utility easement on the property. The site was just south of Chestnut and east of Garland Road. An illustration was provided, highlighting the area of the proposed closure.

Mr. Hitt explained that there was a drainage and utility easement on the north side of the subdivision. There were two lots within the subdivision that contained a sixteen foot utility easement that was platted as part of the subdivision, in addition to the easement on Chestnut. The proposed closing would include six feet of the sixteen foot easement. The closure was requested by the property owner, in order to make improvements or an addition to the existing structure.

The easement did not extend to the east or west, because those subdivisions did not have that additional easement way, which would make it difficult to make full use of said easement.

It was noted that the Metropolitan Area Planning Commission recommended approval, at their meeting of June 18, 2018.

Following brief discussion, the hearing concluded.

Motion was made by Commissioner Janzen and seconded by Commissioner Waddell to adopt an ordinance closing to the public a portion of a utility easement located in Lot 14, Block 13, Plat of Blocks Thirteen and Fourteen, Wilderness Cove; providing for repealer, savings clause, and severability, and the vote was as follows:

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

NAY: None.

ORDINANCE NO. 2018-20

AN ORDINANCE CLOSING TO THE PUBLIC A PORTION OF A UTILITY EASEMENT LOCATED IN LOT 14, BLOCK 13, OF PLAT BLOCKS THIRTEEN AND FOURTEEN WILDERNESS COVE, PROVIDING FOR REPEALER, SAVINGS CLAUSE, AND SEVERABILITY.

Chief Financial Officer Erin Crawford addressed commissioners regarding appropriations for the Health Fund. She explained that during the budget process, it was noted that the City had experienced a high-claims year. There was a need to appropriate an additional \$400,000.00 from the fund balance, in order to cover the claims and pay the claims for June. The fund balance for the Health Fund was sufficient to cover the appropriation.

Following brief discussion, motion was made by Commissioner Pankonin to approve a resolution amending the 2017-2018 Health Fund budget by appropriating additional funds in the amount of \$400,000.00 to increase the 2017-2018 appropriated amounts for the Health Department.

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

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

NAY: None.

(Copy Resolution)

Chief Financial Officer Erin Crawford addressed commissioners regarding a General Fund transfer out to the Fire Department. In the Fiscal Year '19 budget, there was funding to purchase a new pumper truck for the Fire Department. There were excess funds in the current year that were available to transfer over to help fund the purchase of that equipment.

Motion was made by Commissioner Waddell and seconded by Commissioner Pankonin to approve a resolution authorizing a General Fund transfer out, in the amount of \$350,000.00, to the Fire Department, and the vote was as follows:

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

NAY: None.

(Copy Resolution)

Chief Financial Officer Erin Crawford addressed commissioners explaining that the City had sales tax revenues that exceeded the budget for the year. She noted that the City was only authorized to transfer out the amount budgeted to the Municipal Authority for the 1% Capital Tax, as well as the tax for the school bond and Kaw Lake. The transfer appropriation was needed, in order to move the funds over that had been collected during the year that were in excess of the budget.

Motion was made by Commissioner Janzen and seconded by Commissioner Pankonin to approve a resolution amending the 2017-2018 General Fund budget by appropriating additional funds in the amount of \$245,000.00 to increase the 2017-2018 appropriated amounts for the General Fund Sales Tax Transfers Department, and the vote was as follows:

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

NAY: None.

(Copy Resolution)

City Manager Jerald Gilbert addressed commissioners noting that the City was coming to the conclusion of Phase 2 of the Kaw Lake Program. He noted that Phase 2 was to do significant engineering to get the project to 30%, and to look at the financing on the plan. To close out Phase 2, if commissioners felt that they had enough information, they could settle on an option.

Director of Engineering Services Chris Gdanski explained that if commissioners were ready to settle on an option, this was the time to do that, and that would allow Garver to move on and continue closing out Phase 2 activities, and to file a report with the Oklahoma Department of Environmental Quality (ODEQ).

Mr. Michael Graves, Vice-President of Garver, reviewed the Phase 2 Program Goals, which included preparing the 30% design for a full build-out of the program through the year 2072 under a high demand water supply; updating the cost opinion from a Capital expense and operations and maintenance, and development of an executable plan.

Garver had developed six options that were deemed executable. Those were based off of demands associated with the planning or full build-out numbers versus actual demands, which have been routinely updated throughout Phase 2.

After several discussions during study sessions and with City staff, the options had been narrowed down to two feasible alternatives, moving forward.

The first option was option four, which included a thirty inch pipeline, booster pump station, 10.5 million gallon per day water treatment plant, at a program cost estimate of \$305 million. The initial capacity of this phased option was 10.5 million gallons per day (MGD). The next capital expense investment planned for the year 2063.

The other option was option six, which included a thirty-six inch pipeline, no booster pump station, with the same capacity (10.5 MGD) in the water treatment plant. The program cost was \$315 million estimate, with an initial program capacity of 9.2 MGD. Although there was a bigger pipeline, it was a lower number because it did not include a booster pump station. 9.2 was a very conservative planning number. The growth investment year for this option was 2048, and would be investing in the pump station.

An illustration provided a timeline to show the growth investment projections, and what would be required, based on actual demand, through 2036. A projected schedule for Phase 3 and 4 was presented, also. Phase 3 included a lot of engineering, a lot of program execution, an Army storage contract, and would culminate in a final design in the early part of 2020. Phase 4, typically known as the construction phase, included multiple projects such as intake construction, all the way through to the east pressure plane distribution main construction.

Mr. Gdanski explained that if commissioners felt that they had enough information, an option could be selected, and discuss financing activities.

Brief discussion was held regarding the options provided and bidding the construction projects out. It was noted that there would be more decisions going into Phase 3.

Motion was made by Commissioner Janzen to approve Option 6.

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

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

NAY: None.

Motion was made by Commissioner Janzen to approve staff recommendations on the following consent items as listed, except Item 4, Award Contract for Remote School Beacon Monitoring System to Gades Sales Company, Inc., Wichita, Kansas, in the Amount of \$116,308.00, and Authorized the Mayor to Execute all Contract Documents.

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

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

NAY: None.

- (1) Award of purchase of one (1) 2018 Leeboy 1000G Paver for the Public Works Division, to Kirby-Smith Machinery, Inc., Oklahoma City, Oklahoma, in the amount of \$89,500.00;
- (2) Award of purchase of one (1) 2019 Freightliner M2106 with Bergkamp Pothole Patcher for the Public Works Division, to Houston Freightliner, Houston, Texas, in the amount of \$187,670.00;
- (3) Award of purchase of one (1) John Bean SJ704020 Jetter for the Public Works Division, to Frontier Equipment, Yukon, Oklahoma, in the amount of \$54,434.22;
- (4) Approval of renewal of the Administrative Services Agreement between the City of Enid and Blue Cross/Blue Shield of Oklahoma, for Fiscal Year 2018-2019, for third-party administration of the City of Enid's self-funded employee health insurance plan, dental plan, and Cobra administration; and add stop loss coverage;
- (5) Acceptance of the following described Easement for Public Highway located on the east side of Cleveland Street, just south of the Burlington Northern Santa Fe (BNSF) railroad

tracks, from Eduardo Armas and Megain Armas, to acquire a seventy foot wide right-of-way for the Cleveland Street project, in the amount of \$9,030.30;

- (6) Approval of Change Order No. 1 with Luckinbill, Inc., for Project No. F-1703C, 1900 Block of East Broadway Avenue, Box Culvert Replacement, to raise the southeast wing wall and add riprap and sloped pavement for protection at the corners of the box culvert, in the amount of \$3,935.88, for a revised contract amount of \$321,567.78;
- (7) Approval of contract award for Project No. S-1801B, 2018 Sanitary Sewer Video Inspections, to the lowest responsible bidder, Luckinbill, Inc., Enid, Oklahoma, in the amount of \$244,148.32, and authorize the Mayor to execute all contract documents;
- (8) Approval of groundwater lease between the City of Enid and the Willow Lake Owners Association, in the amount of \$1,000.00 per year;
- (9) Allowance of the following claims for payment as listed:

(List Claims)

Brief discussion was held regarding the remote school beacon monitoring system. It was noted that this project allowed for the connection of all locations, and allowed all of the beacons to be controlled from a central location and in a uniform manner, instead of being programmed individually on-site.

Motion was made by Commissioner Janzen and seconded by Commissioner Pankonin for approval of contract award for a remote school beacon monitoring system to the only responsible bidder, Gades Sales Company, Inc., Wichita, Kansas, in the amount of \$116,308.00, and authorized the mayor to execute all contract documents, and the vote was as follows:

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

NAY: None.

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

- TRUSTEES OF THE ENID MUNICIPAL AUTHORITY -

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

ABSENT: Trustees Ezzell and Wilson.

Chief Financial Officer Erin Crawford addressed commissioners regarding a resolution increasing the 2017-2018 Fiscal Financial Plan for the Enid Municipal Authority (EMA) in the amount of \$150,000.00. She explained that this was another item where the revenue exceeded the amount budgeted for the year. The authorization was needed to transfer those funds out of EMA, where they were collected, and over to the Stormwater Fund for a future stormwater project.

Motion was made by Commissioner Waddell to approve said resolution.

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

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

NAY: None.

(Copy Resolution)

Motion was made by Commissioner Janzen to authorize payments to Cimarron Terrace Water Association for under production of Unit 4 and Unit 6 in Ames Water Field for 2013 through 2017, and the vote was as follows:

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

NAY: None.

Mr. Gilbert addressed commissioners regarding a resolution agreeing to file applications(s) with the Oklahoma Water Resources Board (OWRB) for financial assistance through OWRB Financial Assistance Program and through the Drinking Water State Revolving Fund Loan Program, with the loan

proceeds being for the purpose of financing certain water system improvements; and containing other provisions related thereto.

He noted that this was an important item that authorized the application to go to OWRB, and was needed to complete the application process.

Mr. Jon Wolff, Vice-President for Municipal Finance Services, explained that there were various projects that involved engineering, acquisition of land, acquisition of storage rights, construction projects, and engineering program management; there were a lot of pieces to this puzzle. He also explained that they had to determine what the funding options were, what the funding availability was with the OWRB, and what programs were available nationally. Now they were prepared to move forward with the next phase and how to address funding Phase 3, for land acquisition, final design, program execution of Phase 4, and acquisition of storage rights. This was the next level to determine a funding source for.

Mr. Wolfe noted that he had recently learned that there was a provision set aside for the City of Enid/Enid Municipal Authority, an allocation of funding from the Drinking Water State Revolving Fund Loan Program, which was a federally subsidized program, of \$220 million for the City of Enid, over the next almost 4 years. This was 3 ½ times larger than any other SRF allocated funding ever done in history of this program, in the state. It was a very significant commitment to the City for a low interest program.

They looked at the different options, Options 4 and 6, and had determined that with \$220 million, if the governing body was to move forward with Option 6, there was another \$95 million that had to be addressed. But that would be over the next four years. What was necessary over the next year to two years had to be addressed, and we had to look at what the market conditions were now, as far as interest rates for these programs.

The Drinking Water State Revolving Fund Loan Program was a subsidized program. Their interest rate on the meeting day, for thirty years fixed, was 3%. That was a very low interest rate. Other options for the balance of \$95 million were to look at other funding programs through the Water Resources Board, including an FAP bond loan program.

Looking at \$315 million, they were trying to leverage as many dollars as possible, early on, at as low an interest rate as possible, to make this the most affordable for the City of Enid.

Of the \$220 million allocated by the OWRB, they only allocated \$20 the first year, starting July 1. They would allocate the remaining \$200 million after that date.

Essentially, there was approximately \$64.4 million associated with each line item.

What they recommended was that the City submits an application to OWRB to fund \$44.4 million from the FAP or bond loan program, and the \$20 million that they had allocated for the first year from their SRF program. That would lock in the funding and rate for all of the projects for the next two years. The next fall, they would look at funding for the construction portion of the project.

At this time, the two dollar amounts discussed were recommended as the next step.

Motion was made by Commissioner Janzen made a motion to approve said resolution.

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

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

NAY: None.

(Copy Resolution)

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

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

NAY: None.

(List Claims)

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

- TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY -

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

ABSENT: Trustees Ezzell and Wilson.

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

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

NAY: None.

(List Claims)

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

- TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY -

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

ABSENT: Trustees Ezzell and Wilson.

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

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

NAY: None.

(List Claims)

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

- MAYOR AND BOARD OF COMMISSIONERS -

Ms. Diane Levesque, 1324 West Oak Avenue, addressed Commissioners regarding the Kaw Pipeline, approval of the thirty-six inch pipe, the growth rate and what was appropriate, and replacement of pipeline in fifty years. She also spoke regarding the use of Segway's on sidewalks.

Mr. Mike Fina, Executive Director of the Oklahoma Municipal League (OML), addressed commissioners, speaking of his appreciation of his experiences with Enid, and speaking of the Mayors' Conference that would be occurring in Enid over the next few days. He noted that OML was taking a different approach, and that it had previously been Oklahoma City-centric, but that was not its purpose. They had shifted to being in the communities where they needed to be.

Motion was made by Commissioner Waddell to convene into Executive Session to discuss an economic development proposal involving the City's wastewater treatment plant; and to discuss negotiations with Enid/Garfield County Fraternal Order of Police Lodge #144 and American Federation of State, County and Municipal Employees (AFSCME) Local #1136; and to determine whether to join in RE; National Prescription Opiate Litigation, and to discuss City of Enid v. Freddie and Mary Kathryn Lorenz, 2013-49.

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

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

NAY: None.

The meeting convened into Executive Session at 7:26 P.M.

In Executive Session, the Commission discussed an economic development proposal involving the City's wastewater treatment plant; negotiations with Enid/Garfield County Fraternal Order of Police

Lodge #144 and American Federation of State, County and Municipal Employees (AFSCME) Local #1136; whether to join in Re: National Prescription Opiate Litigation; and City of Enid v. Freddie and Mary Kathryn Lorenz, 2013-49.

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

AYE: Trustees Janzen, Norwood, Waddell, Pankonin, and Mayor Shewey.

NAY: None.

The meeting reconvened into regular session at 9:05 P.M.

Motion was made by Commissioner Pankonin to authorize the Mayor to execute the representation and fee agreement for the National Opioid Litigation.

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

AYE: Trustees Janzen, Norwood, Waddell, Pankonin, and Mayor Shewey.

NAY: None.

Motion was made by Commissioner Janzen to authorize settlement in the case of City of Enid v. Freddie and Mary Kathryn Lorenz.

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

AYE: Trustees Janzen, Norwood, Waddell, Pankonin, and Mayor Shewey.

NAY: None.

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

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

NAY: None.

The meeting adjourned at 9:07 P.M.

City Commission Meeting

6.1.

Meeting Date: 07/03/2018

Submitted By: Korina Crawford, Executive Assistant

SUBJECT:

CONSIDER AN EXEMPTION FROM THE SIGN ORDINANCE FOR FAIRWAY OUTDOOR ADVERTISING BILLBOARD AT GARRIOTT AND OAKWOOD TO ALLOW THE CONVERSION TO A DIGITAL FACE PURSUANT TO 11-13-9 (D).

BACKGROUND:

This is a companion item to 7.12. The City purchased property in Lahoma Courts that was encumbered by a billboard lease with Fairway that does not terminate until 2022.

This request is made to allow Fairway to upgrade their existing billboard to a digital display and in exchange Fairway will remove the billboard at the corner of Garriott and Cleveland within one hundred twenty days. The removal of the billboard at Garriott and Cleveland will assist in the marketing of the site and the number of billboards will be reduced. This is a companion item to 7.12.

Fairway will be at the meeting to present information about the digital conversion and answer any questions.

RECOMMENDATION:

Consider an 11-13-9(D) exemption.

PRESENTER:

Jerald Gilbert, City Manager.

City Commission Meeting

7.1.

Meeting Date: 07/03/2018

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

ACCEPT PUBLIC ACCESS EASEMENT FROM B & L CONTROL, INC., ENID, OKLAHOMA, AT NO COST TO THE CITY, FOR THE DEVELOPMENT AT 923 S. OAKWOOD ROAD.

BACKGROUND:

This item accepts a five foot Public Access Easement along Oakwood Road to install sidewalk per City Ordinance. This easement is provided at no cost to the City of Enid as a requirement of the building permit.

Based on the limited right of way, the owner has placed the sidewalk off the right of way and provided this easement for public access.

RECOMMENDATION:

Accept Public Access Easement.

PRESENTER:

Robert Hitt, P.E., City Engineer

Attachments

Access Easement

PLEASE RETURN TO:
CITY OF ENID
CITY CLERK'S OFFICE
P.O. BOX 1768
ENID, OK 73702

PUBLIC ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That B&L Control, Inc., Enid, Oklahoma, "Grantor," in consideration of the sum of \$0.00 and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the public, an access easement and right of way under, over, and across the following described real property and premises, situated in Garfield County, State of Oklahoma, to-wit: A part of the Northwest Quarter of Section Fourteen (14), Township Twenty-two (22) North, Range Seven (7) West of the Indian Meridian, Enid, Garfield County, Oklahoma, as shown by attached "Exhibit A" and being more particularly described as follows: Commencing at the Northwest Corner of the Northwest Quarter said Section 14;

Thence south along the west line of said Northwest Quarter on an assumed bearing of South 00 degrees 26 minutes 00 seconds East* a distance of 990.00 feet; Thence South 89 degrees 18 minutes 21 seconds East along the north line of a parcel recorded at book 1333 page 170 being parallel with the north line of said Northwest Quarter a distance of 35.41 feet to the Point of Beginning; Thence continuing South 89 degrees 18 minutes 21 seconds East along the north line of said parcel recorded at book 1333 page 170 being parallel with the north line of said Northwest Quarter a distance of 5.00 feet; Thence South 00 degrees 21 minutes 19 seconds East along the east line of said easement being common with the west side of the existing parking lot curb a distance of 163.14 feet; Thence South 89 degrees 28 minutes 13 seconds West along the north line of a parcel recorded at book 2357 page 857 a distance of 5.00 feet; Thence North 00 degrees 21 minutes 19 seconds West along the west line of said easement a distance of 163.24 feet to the Point of Beginning. Above described easement contains 816 Square Feet more or less. *All bearings shown hereon are relative to the assumed bearing of South 00 degrees 26 minutes 00 seconds East along the west line of said Northwest Quarter.

with right of ingress and egress to and from same, for the purpose of installing, constructing, operating, maintaining, and replacing sidewalks and appurtenances thereon and thereunder.

Grantor agrees not to build or construct any building or buildings upon the permanent easement area. Provided, that Grantor shall fully enjoy said premises except as may be necessarily restricted to carry out the Grantee's purpose as set out herein. There is further granted the right to remove any tree or parts of trees, which in the judgment of the Grantee, may interfere with the construction of the sidewalk or with the drainage within this access easement.

TO HAVE AND TO HOLD, such access easement and right of way unto the City of Enid, Garfield County, Oklahoma, and its successors and assigns, forever.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 20 day of June, 2018.

Becky Booth

Becky Booth
Signature

Becky Booth - owner/sec
Printed Name and Title

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF GARFIELD)

Before me, the undersigned, a Notary Public, in and for said County and State on this 20th day of June, 2018, personally appeared Becky Booth, to me known to be the identical person who executed the within and foregoing instrument on behalf of B & L Control, Inc., as its Owner/sec. and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



(SEAL)

Kristina Venable
Notary Public

My Commission Number: _____

My Commission Expires: 1-25-2021

ACCEPTANCE BY THE CITY OF ENID

The foregoing access easement is hereby accepted by the City of Enid, Oklahoma, on this _____ day of _____, 2018.

**THE CITY OF ENID, AN OKLAHOMA
MUNICIPAL CORPORATION**

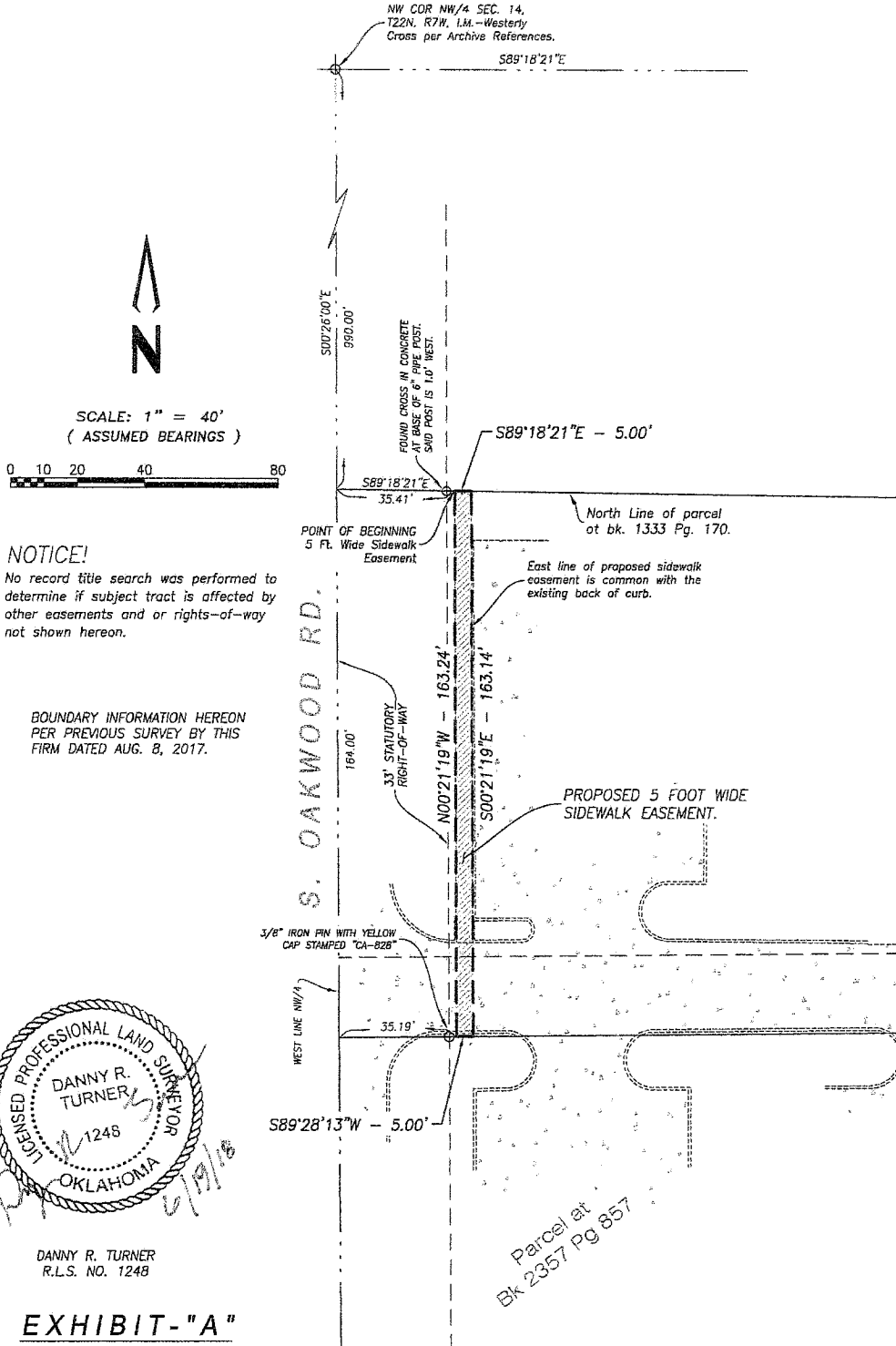
William Shewey, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

5 foot wide Sidewalk Easement Map
 A Part of the NW/4 Sec. 14, T22N, R7W, I.M.
 ENID, GARFIELD COUNTY, OKLAHOMA



NOTICE!
 No record title search was performed to determine if subject tract is affected by other easements and or rights-of-way not shown hereon.

BOUNDARY INFORMATION HEREON PER PREVIOUS SURVEY BY THIS FIRM DATED AUG. 8, 2017.



DANNY R. TURNER
 R.L.S. NO. 1248

EXHIBIT - "A"

DATE SIGNED: June 19, 2018
 FIELD BOOK --, PAGE --
 CLIENT: Becky Booth

Revision date	Scope
1.	
2.	
3.	

FILE NO. \20170130\SdwkEsmt

PS SHEET 1 OF 1
PORTERFIELD SURVEYING, INC.
 PROFESSIONAL LAND SURVEYING SERVICES
 1610 N. Ima Rd., Enid, Oklahoma 73703
 Ph. 580-233-0572, Fax 580-233-0583 E-mail 'rp@rp-us.com'
 C.A. No. 628, Expiration Date: June 30, 2019

Parcel of
 Bk 2357 Pg 857

City Commission Meeting

7.2.

Meeting Date: 07/03/2018

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

**EXECUTE AGREEMENT WITH THE UNITED STATES DEPARTMENT OF THE INTERIOR,
GEOLOGICAL SURVEY FOR STREAM MONITORING.**

BACKGROUND:

This is the annual renewal of an agreement with the U.S. Geological Survey (U.S.G.S.) to participate with operating cost of a stream monitoring station and water-quality monitor on Skeleton Creek southeast of the City of Enid and downstream of the Koch Nitrogen Company Plant. The station provides information on stream conditions, including certain information used directly by the Koch Nitrogen Company Plant.

The cost of operating the station is \$24,500.00 per year. The U.S.G.S. provides \$5,000.00 but requires a local government match to keep the station operating. Koch Nitrogen receives the benefit of the monitoring station and advances the local share cost to the City. Those funds have been received from Koch Nitrogen.

This item is presented to approve the agreement with the U.S.G.S. to continue the stream monitoring station and authorize payment in the amount of \$19,500.00.

This agreement covers the period from July 1, 2018, through June 30, 2019.

RECOMMENDATION:

Approve agreement with U.S.G.S. and authorize payment in the amount of \$19,500.00.

PRESENTER:

Robert Hitt, P.E., City Engineer

City Commission Meeting

7.3.

Meeting Date: 07/03/2018

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

ACCEPT THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) PERMIT TO CONSTRUCT A SANITARY SEWER LINE TO SERVICE THE JIFFY TRIP DEVELOPMENT AT GARLAND AND OWEN K. GARRIOTT, PROJECT NO. S-1808A.

BACKGROUND:

This project provides sanitary sewer service to the proposed development of a Jiffy Trip located at the Northeast corner of the intersection of South Garland Road and West Owen K. Garriott Road.

ODEQ approved a permit to construct 305 linear feet of eight inch SDR 26 pipe and all other appurtenances for sanitary sewer line extension to serve New Commercial Development, Garfield County, Oklahoma.

Upon acceptance of Permit No. SL000024180293 by the Commission, it will be recorded as a permanent record.

RECOMMENDATION:

Accept ODEQ Permit.

PRESENTER:

Murali Katta, P.E., Project Engineer

City Commission Meeting

7.4.

Meeting Date: 07/03/2018

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

ACCEPT THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) PERMIT TO CONSTRUCT A WATERLINE TO SERVICE THE CITY OF ENID, PROJECT NO. W-1814C.

BACKGROUND:

ODEQ approved a permit to construct 1,724 linear feet of eight inch PVC, 25 linear feet of six inch PVC potable waterline, with an alternative of 92 linear feet of ten inch PVC, 458 linear feet of eight inch PVC, 12 linear feet of six inch PVC, and all appurtenances to serve the City of Enid, Garfield County, Oklahoma. The permit covers the work to replacing waterlines along North 12th Street in advance of reconstruction of this local street.

Upon acceptance of Permit No. WL000024180361 by the Commission, it will be recorded as a permanent record.

RECOMMENDATION:

Accept ODEQ Permit.

PRESENTER:

Murali Katta, P.E., Project Engineer

City Commission Meeting

7.5.

Meeting Date: 07/03/2018

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

APPROVE CHANGE ORDER NO. 2 WITH LUCKINBILL, INC., ENID, OKLAHOMA, FOR THE 1900 BLOCK EAST BROADWAY AVENUE, BOX CULVERT REPLACEMENT, PROJECT NO. F-1703C, IN THE AMOUNT OF \$4,883.00.

BACKGROUND:

This project replaced a concrete structure along Phillips Tributary at the 1900 block of East Broadway in the City of Enid. The removal of the existing box culvert and the construction of a new reinforced concrete box has been completed.

This change order covers the removal and replacement of 10 feet of 10-inch pipe which was required by the collapse of the storm sewer resulting in a sinkhole east of the box structure.

The original contract amount was \$317,631.90. The addition of Change Order 1 and Change Order 2 brings the final contract amount to \$326,450.78.

RECOMMENDATION:

Approve Change Order No. 2 in the amount of \$4,883.00.

PRESENTER:

Robert Hitt, P.E., City Engineer

Fiscal Impact

Budgeted Y/N: Y
Amount: \$4,883.00
Funding Source:
Stormwater Fund

City Commission Meeting

7.6.

Meeting Date: 07/03/2018

Submitted By: Alissa Lack, City Clerk

SUBJECT:

AWARD PURCHASE OF 28 VISTA HD WIFI WEARABLE CAMERAS FOR THE ENID POLICE DEPARTMENT, FROM WATCH GUARD, INC., ALLEN, TEXAS, IN THE AMOUNT OF \$56,800.50.

BACKGROUND:

The Enid Police Department needs to purchase 28 wearable cameras (also known as body cameras), software, warranty and accessories. The 'VISTA' is the only wearable camera that can be integrated into the current in-car camera systems being utilized by the department.

To offset this expense, the department has raised enough funds through the generous outpouring of monetary donations from the community over a two-year period, to cover the expense of twenty-eight body cameras. The Oklahoma State Purchasing Contract SW1057W Watch Guard provided the following pricing:

List Price	\$60,430.00
SW1057W Discount	(\$3,629.50)
Total Price	\$56,800.50

Watch Guard, Inc. is the exclusive and sole manufacturer of the VISTA wearable camera system, and sole provider of hardware warranty and software maintenance support service for the product.

RECOMMENDATION:

Award purchase to Watch Guard, Inc. in the amount of \$56,800.50.

PRESENTER:

Capt. Bryan Skaggs, Enid Police Department

Attachments

- Pricing
 - Body Cam - Sole Source
 - Watch Guard Quote
 - Watch Guard Sole Source
 - State Contract
-

**Public Safety/Law Enforcement Video and Vehicle Mounted Equipment
Attachment D Band 1 - Pricing Workbook**

OK - MA - 145 - Band 1 - Body Worn Video Cameras and Recording Devices

Better Solution - Base Model

Supplier Name: WatchGuard Video

Equipment:		Small (1 - 25 Officers)	Medium (26-200 Officers)	Large (201-1000 Officers)	X-Large (1001+ Officers)
Body Worn Video Cameras					
VIS-STD-KIT-001	VISTA Standard Capacity Wearable Camera System. Capable of High Definition (720P) video recording for 6 continuous hours (standard definition recording also available). Features an ultra-rugged, weatherproof design, Record-After-The-Fact, quick release mounting hardware, and integration with Evidence Library and 4RE In-Car Video Systems. Includes a transfer/charging base, mounting hardware, Evidence Library Express software and one (1) Year Factory Hardware Warranty.	\$810.00	\$790.00	\$770.00	\$750.00
VIS-EXT-KIT-001	VISTA Extended Capacity Wearable Camera System. Capable of High Definition (720P) video recording for 9 continuous hours (standard definition recording also available). Features an ultra-rugged, weatherproof design, Record-After-The-Fact, quick release mounting hardware, and integration with Evidence Library and 4RE In-Car Video Systems. Includes a transfer/charging base, mounting hardware, Evidence Library Express software and one (1) Year Factory Hardware Warranty.	\$910.00	\$890.00	\$870.00	\$850.00
VIS-EXT-WIF-001	VISTA Extended Capacity WIRELESS CAMERA. Camera only, includes one (1) Year Factory Hardware Warranty, Evidence Library Express software, WIF, USB, or Ethernet charging/transfer base.	\$1,010.00	\$990.00	\$970.00	\$950.00
Charging and Transfer Bases					
VIS-CHG-DTC-001	VISTA HD, USB CHARGING AND UPDATES DOCKING BASE	\$950.00			
VIS-CHG-WIF-001	VISTA HD, WIFI Charging Radio Base Station	\$200.00			
VIS-VIS-DTC-001	VISTA HD 8 Bay Express Transfer Station	\$3,520.00			
Extended Hardware Warranty Options					
WAR-VIS-CAM-1ST	Warranty, VISTA 1st Year (Months 1-12)	Included			
WAR-VIS-CAM-3YR	Warranty, VISTA 3 Year No-Fault	\$380.00			
WAR-VIS-HWS-BUN	Warranty, VISTA 3 Year Hardware and Software Bundle	\$580.00			
WAR-VIS-CAM-NOF	Warranty, VISTA WIFI, 3 Year No-Fault	\$450.00			
WAR-VIS-HWS-BUN	Warranty, VISTA WIFI, Hardware and Software Bundle	\$650.00			
Optional Items and Accessories					
SFW-MOB-APP-001	VISTA Mobile Companion (ELX/EL4 No Maintenance)	\$75.00			
SFW-MOB-APP-002	VISTA Mobile Companion (EL4 w/Maintenance)	Included			
VIS-MNT-KIT-001	VISTA HD, Locking Magnetic Chest Mount (without Straps) - KIT1	\$50.00			
VIS-MNT-KIT-002	VISTA HD, Locking Magnetic Chest Mount (with Straps)-KIT2	\$70.00			
VIS-CHS-STP-001	VISTA HD, Adjustable Strap Kit, for Magnetic Mount	\$20.00			
VIS-SHR-CLP-100	VISTA HD, Shirt Clip with Slider	\$30.00			
VIS-BLT-CLP-001	VISTA HD, Duty Belt Clip	\$20.00			
VIS-MNT-TRIL-001	VISTA HD, Mobile Vest Adapter Clip	\$20.00			
VIS-MNT-TRIL-001	VISTA HD, Tripod Mount Base Adapter	\$35.00			
VIS-MNT-VEL-001	VISTA HD, Velcro Backing Plate (with Hook/Loop Velcro Set uninstalled)	\$20.00			
VIS-MNT-KIC-001	VISTA HD, "Kick Fast" Mount Adapter	\$35.00			

**Public Safety/Law Enforcement Video and Vehicle Mounted Equipment
Attachment D Band 3 - Pricing Workbook**

OK - MA - 145 - BAND 3 - Video Storage, Data Security, Software, and Peripherals

Best Solution - Premium Model

Supplier Name: WatchGuard Video

Equipment:	Part #	Description	Small (1 - 25 Officers)	Medium (26-200 Officers)	Large (201-1000 Officers)	X-Large (1001+ Officers)
		Evidence Library 4 Web Software				
		Enterprise-class, web-based evidence management platform using Microsoft SQL Server databases. REMINDER - If quoting / ordering 4RE with wireless functionality, Evidence Library is the one-time site license/fee plus (1) the one-time device license (fee X # of devices). Initial purchase of Evidence Library includes the first year of Software Maintenance and CLOUD-SHARE.				
	REP-EL4-SRV-000	Evidence Library 4 Web Software - 3 Year License	\$3,000.00			
	REP-EL4-DEV-001	Evidence Library 4 Web 4RE In-Car Device License	\$150.00			
	REP-EL4-DEV-002	Evidence Library 4 Web VISTA Device License	\$350.00			
	REP-EL4-DEV-003	Evidence Library 4 Web 4RE Combo-Discount Device License Key	\$75.00			
	REP-EL4-DEV-004	Evidence Library 4 Web VISTA Combo-Discount Device License Key	\$75.00			
		Evidence Library 4 Web Software Maintenance				
	SPW-MNT-EL4-000	Software Maintenance, Evidence Library 4 (Months 13-24)	Included			
	SPW-MNT-EL4-001	Software Maintenance, Evidence Library, 2nd Yr. (Months 13-24)	\$150.00			
	SPW-MNT-EL4-003	Software Maintenance, Evidence Library, 3rd Yr. (Months 25-36)	\$150.00			
	SPW-MNT-EL4-004	Software Maintenance, Evidence Library, 4th Yr. (Months 37-48)	\$150.00			
	SPW-MNT-EL4-005	Software Maintenance, Evidence Library, 5th Yr. (Months 49-60)	\$150.00			
		Evidence Library 4 Web CLOUD SHARE Options				
	SPW-EL4-CLD-FUL	Evidence Library 4 CLOUD-SHARE - Basic, 20 Shares per Device, Included	Included			
	SPW-EL4-CLD-FUL	Evidence Library 4 CLOUD-SHARE - Full, 48 Shares per Device, Price is in	\$45.00			
	SPW-EL4-CLD-EXT	Evidence Library 4 CLOUD-SHARE - Extended, 72 Shares per Device, Price is	\$100.00			
		Watch Commander Live Video Streaming				
	SPW-WCM-RIT-100	Watch Commander Software Installation Disc w/ Case and Document, One-Time License Fee	\$2,500.00			
	SPW-WCM-LIC-FEE	Watch Commander License Fee, per car	\$250.00			
		Microsoft Software Items				
		Must be purchased WatchGuard Video server hardware				
	SPW-SCL-CAL-R21	Software CAL, SQL Server 2008, R2, 1 CAL	\$90.00			
	SPW-SCL-CAL-R25	Software CAL, SQL Server 2008, R2, 5 CALS	\$410.00			
	SPW-SCL-SRV-Q12	Software, SQL Server 2012, w/5 CAL	\$415.00			
	SPW-WIN-SRV-Q12	Software, Windows Server 2012, w/5 CAL	\$770.00			
		Server Hardware				
	HDW-4RE-SRV-001	Server 4RE, Tower, 1-5 Concurrent Cars, 5.5 TB, Win7, LOCAL Keyboard, Monitor, Mouse - Intel i7, 3.40 GHz, 8GB RAM, 4x2TB SATA, 7,200 RPM, drives, 5TB usable video storage, Windows 7 Pro 64-bit, SQL Server 2008 R2 (LOCAL), 3 Year full service (on-site or reimbursed) warranty.	\$3,490.00			

REFERENCE: SOLE SOURCE FOR WATCH GUARD BODY CAMERA
DATE: JUNE 25, 2018
CAPTAIN BRYAN SKAGGS

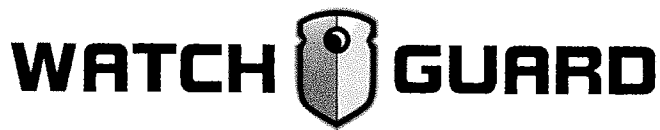
The Enid Police Department has been in negotiations with Watch Guard to purchase 28 body cameras, software, warranty and accessories.

Watch Guard has several features that other manufacturers do not currently have. Watch Guard has the only kiosk system on the market. This system allows for fewer number of cameras integrated into a computer that is able to log a camera out to an officer. The system will tell the officer which camera ready to be logged out. It tells the officer which camera is fully charged. They system also ensures that all previous recordings have been uploaded to the server and the memory of the camera is free. The kiosk system allows for better utilization of the body cameras. The cameras can be logged out by detectives and SWAT member if need be. This function is not available with any other body camera manufacturer. This prevents purchasing cameras for every officer with the Enid Police Department.

The Watch Guard Vista body camera is one of the only cameras that record after the fact. The camera records continuously. It will log an incident once the officer pushes the record button. If an officer is stressed and forgets to hit the record button an administrator is able to download the camera, tag an incident and recover the video.

The police department currently has several in-car camera systems. The Vista is the only body camera that can be integrated into the in-car camera system.

The Watch Guard Vista camera has the functionality where officers and supervisors have the ability to use IOS devices to monitor what the camera is recording. This is useful for searches of confined spaces such as attics and crawl spaces.



4RE/VISTA Price Quote

CUSTOMER: Enid Police Department

ISSUED: 6/25/2018 11:01 AM

EXPIRATION: 8/3/2018 5:00 PM

Attn: Accounts Payable,
PO Box 649,,
Enid,OK,United States,
73701

**TOTAL PROJECT ESTIMATED AT:
\$56,800.50**

ATTENTION: skaggs

SALES CONTACT: Tim Culberson

PHONE: 580-242-7000

DIRECT: (469) 640-5204

E-MAIL:

E-MAIL: TCulberson@WatchGuardVideo.com

4RE and VISTA Proposal

VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
VIS-EXT-WIF-001	VISTA HD WiFi Additional Camera Only NASPO	28.00	\$995.00	\$5.00	990 ⁰⁰ \$27,720.00
VIS-CHG-BS2-KIT	VISTA Charging Base R2 Kit, incl. Power and USB Cables	2.00	\$95.00	\$0.00	\$190.00
VIS-VTS-DTC-001	VISTA Transfer Station Assy, 8 Cameras, Ethernet, DEV 144, Enhanced ESD Protection	4.00	\$1,495.00	\$0.00	\$5,980.00

VISTA HD Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-VIS-WIF-NOF	3 Year VISTA WiFi, No-Fault Hardware and Software Maintenance Bundle	28.00	\$650.00	\$0.00	\$18,200.00

Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-EL4-SRV-001	Evidence Library 4 Web Server Site License Key	1.00	\$1,000.00	\$0.00	\$1,000.00
KEY-EL4-DEV-002	Evidence Library 4 Web VISTA Device License Key	28.00	\$150.00	\$0.00	\$4,200.00

Software Maintenance and CLOUD-Share

Part Number	Detail	Qty	Direct	Discount	Total Price
SFW-MNT-EL4-001	Software Maintenance, Evidence Library, 1st Year (Months 1-12)	28.00	\$0.00	\$0.00	\$0.00
SFW-EL4-CLD-BAS	Evidence Library 4 Web CLOUD - SHARE - Basic for VISTA	28.00	\$0.00	\$0.00	\$0.00

WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
SVC-4RE-ONS-400	4RE System Setup, Configuration, Testing and Training (WG-TS)	1.00	\$2,500.00	\$0.00	\$2,500.00

Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$500.00	\$500.00	\$0.00

415 Century Parkway • Allen, TX • 75013
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778
www.WatchGuardVideo.com



4RE/VISTA Price Quote

NASPO

\$56,800.50

Total Estimated Tax, may vary from State to State \$0.00

Configuration Discounts	\$3,629.50
Additional Quote Discount	\$0.00
Total Amount	\$56,800.50

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: _____ DATE: _____



5th of June, 2018

Reference: WatchGuard, Inc. Sole Source Letter

To whom it may concern:

WatchGuard, Inc. is the exclusive and sole manufacturer of the DV-1 Digital In-Car Video System, the 4RE Digital In-Car Video System, the High Fidelity Wireless Microphone System, the VISTA wearable camera system and the Evidence Library evidence management software. With the exception of the following agreements, these products are represented and sold only by WatchGuard, Inc. Regional Sales Managers selling factory direct in protected sales territories. The exceptions to this are agreements allowing resellers to distribute WatchGuard products on a General Services Administration Contract (GSA), and State Contracts in Pennsylvania, Louisiana, and New Jersey.

WatchGuard, Inc. is also the sole provider of hardware warranty and software maintenance support services for the above mentioned products.

Additionally, several important and unique features are available only with these products;

DV-1 and 4RE Unique Features

- Record-After-The-Fact provides the ability to retrieve video not previously recorded as an event for up to 60 hours of ignition time for retrieval and downloading.
- Through the automatic media overflow function, a DVD (DV-1) or Removable USB Drive (4RE) can be full and the hard drive buffer stores all video until a new DVD or USB Drive is placed in the system. At that time all of the recorded events are captured without 1 second of loss.

DV-1

- The system records digital video onto rewritable DVD-Video discs that play in consumer DVD players, allowing for the actual evidence recorded in the car to be the exact evidence presented in court. The system records pre and post event as part of the same Title and not separated. The DVD burning process happens in real-time, and while in motion.
- Supervisors can recover up to 6 of the previous DVDs recorded in the event a DVD is damaged. The system creates a mirror image of the original.
- The DVD recorder is isolated from shock and vibration using a silicone-oil dampened suspension system.

415 E. Exchange · Allen, TX · 75002
Toll Free (800) 605-6734 · Main (972) 423-9777 · Fax (972) 423-9778
www.WatchGuardVideo.com



- The complete system is offered in a 1-Piece overhead mounted version that mounts conveniently using an overhead mounting bracket.

4RE

- 4RE is the only high-definition digital in-car video system available today that features the Patented multiple resolution encoding. This allows the front camera to record in two different IACP compliant resolutions simultaneously, allowing the most critical events to be saved in 720P high-definition and the routine events to be saved in 480P (864x480) resolution.
- 4RE exclusively offers the Panoramic X2 camera, manufactured only by WatchGuard, Inc., which is the industry's only dual lens, rotatable turret camera which houses a 68 degree rotatable camera and a 150 degree panoramic camera.

Wireless Microphone

- The Hi-Fi microphone has near CD quality high fidelity sound, a line of sight range of one to two miles, and superior building penetration capabilities.
- Using patent pending intelligent standby and a lithium polymer battery gives the microphone its extraordinary battery life of up to 24 hours of talk time, and up to 30 days of standby time.
- The wireless microphone holsters are manufactured exclusively for WatchGuard and manufactured to WatchGuard transmitter specification.

VISTA

- VISTA is constructed with industrial grade components and is manufactured in the U.S.A. It is capable of recording both High Definition and Standard Definition video, and battery life capable of record up to 9 continuous hours of HD video. VISTA has other unique features, including.
- The only wearable camera to integrate with the WatchGuard Evidence Library and Evidence Library Express video and evidence management applications.
- Record-After-The-Fact which gives the ability to retrieve video not previously recorded as an event
- VISTA WiFi is the only wearable camera system that can fully integrate with the 4RE HD Digital In-Car Video system to seamlessly capture and synchronize video from multiple vantage points.

415 E. Exchange · Allen, TX · 75002
Toll Free (800) 605-6734 · Main (972) 423-9777 · Fax (972) 423-9778
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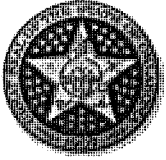
EVIDENCE LIBRARY 4 EVIDENCE MANAGEMENT SOFTWARE

- Evidence Library 4 Web (EL4) utilizes Microsoft SQL Server databases, and can be hosted on premise on agency servers, or deployed as a hybrid solution.
- WatchGuard engineers designed this software from the ground up to have all of the functionality, features, and the customization options necessary to ensure that law enforcement agencies have a tool they can use to protect, search, copy, share, and create reports for their video evidence.
- Using the building blocks of Microsoft Windows Server, Microsoft SQL Server and Active Directory provide for seamless integration in to your existing infrastructure

Respectfully submitted,

A handwritten signature in black ink, appearing to read "M. Burrige".

Chief Mike Burrige (Ret)
Senior Vice President of Sales
WatchGuard, Inc.



CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000270892
WATCHGUARD VIDEO
415 CENTURY PKWY
ALLEN TX 75013-8043
USA

Table with contract details: Contract ID, Contract Dates, Currency, Rate Type, Rate Date, Description, Contract Maximum, Allow Open Item Reference, TYPE: STATEWIDE

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Table with columns: Line #, Cat CD / Item ID / Item Desc, UOM, Minimum Order Qty, Amt, Maximum / Open Qty, Amt. Contains 3 main line items and pricing rows.

COMMENTS:

Master Agreement Number: OK-MA-145-010

Contract Period: 02/10/2017 - 1/31/2018
Agreement Period: 02/10/2017 - 1/31/2022

WatchGuard Video Enforcement LLC Point of Contact: Kyrie Endres
Email: KEndres@watchguardvideo.com
Phone Number: (972) 423.9777

10/17/2017 - Updated category codes on lines 1-2 from 25174800 to 43222619. - J McCaulla

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

Authorized Signature

Handwritten signature



Notice of Statewide Contract Award

Official signed contract documents are on file with OMES-Central Purchasing.

Contract Title: Public Safety Video Systems -WatchGuard Video

Statewide Contract #: SW 1057W

Contract Issuance Date: 02/10/2017

Total Number of Vendors: 1 (For details see: Vendor Information Sheet)

Contract Period: 02/10/2017 through 1/31/2018

Agreement Period: 02/10/2017 through 1/31/2022

Authorized Users: State Agencies, Boards, Commissions, Authorities, Counties, Cities, Schools, School Districts, Hospitals, Regents for Higher Education, Colleges, Universities, Municipalities, or Political Subdivisions

Contract Priority: Non-Mandatory

Type of Contract: Discount from list price contract for indefinite delivery and indefinite quantity for the supplies/services specified

OMES-CP Contact: Jennifer McCaulla Phone: 1 - 405 - 521 - 4772
Title: Statewide Initiatives Fax: 1 - 405 - -
Lead

Email: Jennifer.McCaulla@omes.ok.gov

Solicitation Detail

Please use the 'Notify Me' button to be automatically made aware of any amendments to this particular solicitation. If you would like to be electronically notified of future opportunities for this or other type commodities, you will need to register with Central Purchasing by clicking on 'Vendor Registration' link.

Agency: Central Purchasing Division Contract Type: Non-Mandatory Statewide

Solicitation Number: SW1057W SW Number: SW1057W Status: Awarded Closing Date Status: Original

Description: Public Safety Video Systems - WatchGuard Video

Buyer: Jennifer McCaulla

Closing Date: 02/10/2017

Award Date: 02/10/2017

Contract Period Starting Date: 02/01/2018 Contract Period Ending Date: 01/31/2019

Agreement Period Starting Date: 02/10/2017 Agreement Period Ending Date: 01/31/2022

Attachments:

Attachment Title	Attachment Type	File Type	Comments
SW1057W - OMES FORM-CP-071 Notice SW contract	Contract	pdf	SW1057W - OMES FORM-CP-071 Notice Statewide Contract Award
SW1057W - OMES FORM-CP-072 Awarded Supplier Info (2)	Contract	doc	SW1057W - OMES FORM-CP-072 Awarded Supplier Information
1485965458 WatchGuard Master Agreement OK-MA-145-010	Contract	pdf	SW1057W-Public Safety Video -WatchGuard Master Agreement. OK-MA-145-010
FULLY EXECUTED - WatchGuard Video - NASPO Participating Addendum - 17021...	Contract	pdf	SW1057W-PublicSafety Video- WatchGuard Video Oklahoma PA
SW1057W - PS Contract #4758 v2-Signed	Contract	pdf	SW1057W-PS Contract #4758
1486052114 2017 WatchGuard Pricing	Contract	pdf	SW1057W - WatchGuard Pricing
SW1057W - OMES Form 075 SW Contract Addendum 1	Addendum	pdf	SW1057W - OMES Form 075 SW Contract Addendum 1 (Contract Renewal through 01/31/2019)
SW1057W PS Contract 4758 Watchguard-Signed	Contract	pdf	SW1057W PS Contract 4758 Watchguard

Comments

SW1057, SW1057W, 1057, body cameras, WatchGuard Watch Guard, Watch, WatchGuard Video

Categories:

25170000 Transportation components and systems
25174800 Specialized vehicle systems and components

- Receive solicitation notifications automatically for all solicitations in this commodity! - register your organization with the State of Oklahoma at www.vendors.ok.gov.
Note: beginning July 1st, 2010, Central Purchasing will require suppliers to register with Central Purchasing prior to completion of award (read more). Failure to do so will delay contract award.
- **Reminder:** It is the Bidder's responsibility to check the OMES/Central Purchasing website frequently for any possible amendments that may be issued. Central Purchasing is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.
- If documents listed on this page do not meet your accessibility requirements, please contact OMES at (405) 522-0955 and appropriate accommodations will be made.
- If you are looking for a Contracting Officer's contact information, please click Buyers Contact List.
- We recommend you use the latest version of Adobe Reader. If you need to download Adobe Reader, here is a link to the Adobe WebSite.

City Commission Meeting

7.7.

Meeting Date: 07/03/2018

Submitted By: Korina Crawford, Executive Assistant

SUBJECT:

APPROVE A CONTRACT FOR PUBLIC SERVICES BETWEEN THE CITY OF ENID AND MAIN STREET ENID, INC.

BACKGROUND:

This is the yearly contract with Main Street. Main Street Enid, Inc. receives \$75,000.00 a year to promote the downtown area.

RECOMMENDATION:

Approve contract.

PRESENTER:

Carol Lahman, City Attorney.

Attachments

Main Street Enid Contract

**CONTRACT FOR PUBLIC SERVICES
BETWEEN THE CITY OF ENID AND
MAIN STREET ENID, INC.**

THIS CONTRACT is made and entered into by and between the City of Enid, Oklahoma, an Oklahoma Municipal Corporation, hereinafter called "City," and Main Street Enid, Inc., an Oklahoma Non-Profit Corporation, hereinafter called "Main Street."

WHEREAS, Main Street was established in 1994 with the mission of promoting the quality of life in Enid by strengthening downtown as the center of the community; and,

WHEREAS, Main Street has the specific goal of revitalizing the central business district using the Main Street 4-Point Approach. Main Street seeks to improve the economic appeal of downtown by strengthening existing assets and encouraging the redevelopment of vacant and underutilized space for retail, profession, entertainment and cultural uses; and,

WHEREAS, in accordance with Okla. Const. Art. 10, §§ 14 and 17, the Mayor and Board of Commissioners of the City of Enid, Oklahoma, find that Main Street serves a proper public purpose.

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. Engagement of Main Street. The City hereby engages Main Street for Main Street to perform certain public services for the benefit of the residents of the City of Enid. Main Street accepts such engagement pursuant to the terms and conditions set forth herein.
2. Scope of Engagement. The purpose of this contract is for Main Street to coordinate and/or provide community services to the residents of the City of Enid. Main Street shall use its good faith and best efforts to fulfill the following work, goals, and priorities. Such scope of work shall include the following:
 - a. Continue using the Main Street 4-Point Approach to promote the quality of life in Enid. Main Street's activities will include:
 - 1) Promotion. Main Street will continue the promotion of the downtown area by creating a positive image to attract shoppers, investors and visitors to downtown and by developing well-planned promotional and special events to create community excitement and involvement.
 - 2) Design. Main Street will continue the design of the downtown area to enhance the visual quality of the area.

- 3) **Economic Restructuring.** Main Street will seek to improve the economic appeal of downtown by strengthening existing assets and encouraging the redevelopment of vacant and underutilized space for retail and profession. Main Street will continue to assist in the entertainment and cultural uses.
 - 4) **Organization.** Organization of the area by building partnerships with diverse groups interested in downtown revitalization to ensure consistency and permit the emergence of effective management and advocacy.
- b. Continue to work with other groups and organizations in Enid to make Enid an even better place to live. Some of those groups and organizations are: The Greater Enid Chamber of Commerce, the Enid Regional Development Center, the Downtown Enid Merchants, the Chisholm Trail Coalition, Enid TV, Leonardos, the Enid Symphony, and the Gaslight Theatre.
 - c. Continue maintaining the “corner nodes” in downtown Enid as part of a commitment to the beautification of downtown.
 - d. Host at least three annual family-friendly events in downtown Enid this fiscal year.
 - e. Promote downtown Enid by continuing to support the “First Friday” to draw people downtown to shop, dine and be entertained during the evening hours.
3. Additional Services. Main Street shall also install irrigation systems in the downtown corner nodes.
 4. Term. This contract shall be effective from the 1st day of July, 2018, through the 30th day of June, 2019.
 5. Compensation. The City and Main Street agree that Main Street will be compensated in the amount of Seventy-Five Thousand Dollars (\$75,000.00) to provide services as described in Paragraph 2.
 6. Payment to Main Street. Each month for twelve (12) months, Main Street shall present an invoice to the City of Enid in the amount of six thousand two hundred and fifty dollars (\$6,250.00). The City shall pay such invoices within twenty (20) days of the first meeting of the Mayor and Board of Commissioners of the City of Enid after receipt of invoice.
 7. Compliance with Laws. Main Street 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.
 8. Independent Contractor Status of Main Street. Main Street is a separate, legal entity from the City and the parties make this contract accordingly. All persons working for Main

Street under this contract shall be employees of Main Street and shall not be considered employees of the City. The hiring, discharge, supervision, and management of the employees of Main Street who provide services under this contract, including, but not limited to, the determination from time to time of the qualifications of such Main Street employees who are required to perform the duties of Main Street, 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 Main Street hereunder shall be within the sole direction of Main Street.

9. Non-Discrimination. The parties covenant 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 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.
10. Default. Under this contract, default occurs when either party fails to keep, observe, or perform any material agreement, term, or provision of this contract to be kept, observed, or performed by it and such conduct continues for a period of thirty days after written notice thereof by the other party.
11. Termination, Remedies Upon Default.
 - a. Upon default and in addition to any other remedies available to it on account of such event of default, either party may terminate this contract without further notice.
 - b. A default by Main Street shall result in the requirement to return funds to the City and/or disqualification from future funding.
 - c. No right or remedy herein conferred upon or reserved to either of the parties is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative to any other right or remedy given hereunder or now or hereafter legally existing upon default. The failure of either party to insist upon the strict observance or performance of any of the provisions of this contract or to exercise any right or remedy provided in this contract shall not impair any such right or remedy nor be construed as a waiver or relinquishment thereof with respect to subsequent defaults. Every right and remedy given by this contract to the parties may be exercised from time to time and as often as may be deemed expedient by the parties.
12. 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.

13. Venue. 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.
14. 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 Manager
P.O. Box 1768
Enid, OK 73702

MAIN STREET: Main Street Enid, Inc.
P.O. Box 3001
Enid, Ok 73702

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.

15. Assignment. Neither party shall assign this contract or any interest herein without the express, written consent of the other party.
16. 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.
17. Binding Effect. This contract binds the parties and any successors and assigns of the parties.
18. Integration and Amendments. This contract constitutes the entire agreement between the parties and may not be amended, altered, modified or changed in any way except in writing signed by all parties to this contract and which specifically references this contract. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this contract. 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 Agreement. 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.
19. 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.
20. Counterparts. This contract may be executed in any number of counterparts, and when each party has signed and delivered to the other at least one (1) such counterpart, each

counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one (1) agreement; provided, however, this contract shall not be binding upon the parties hereto until signed by all of the parties.

21. 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.
22. Identity Theft Prevention. Main Street, for itself, successors, assigns, and subcontractors agree to familiarize themselves with 16 CFR § 681, Identity Theft Rules and 24 Okla. Stat. § 161 et seq., the Security Breach Notification Act. Main Street agrees to meet or exceed the guidelines set out in those laws, including, but not limited to, its policies and procedures regarding training of personnel, use of any personal information obtained, and reporting of “Red Flag” events.
23. Employment Verification. The City requires all contractors to verify that employees working pursuant to contracts with the City of Enid are legally authorized to work in the United States. Main Street agrees to verify and document the employment eligibility of all employees who may perform services pursuant to this contract. Main Street 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.
24. Governmental Tort Claims Act. By entering into this contract, 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 contract 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 last written below.

Date Signed: _____

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

William E. Shewey, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

Approved as to form and legality:

Carol Lahman, City Attorney

Date Signed: _____

"MAIN STREET"
Main Street Enid, Inc.
an Oklahoma Non-Profit Corporation

President of the Board

Printed Name

WITNESS:

Signature

Printed Name and Title

City Commission Meeting

7.8.

Meeting Date: 07/03/2018

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

AWARD CONTRACTS TO JANTZ MOWING, ENID, OKLAHOMA, AND HRT SERVICE COMPANY, DRUMMOND, OKLAHOMA, FOR MOWING AND CLEANING THE CITY OF ENID'S RIGHTS OF WAY FOR FISCAL YEAR 2018-2019.

BACKGROUND:

Bids were opened on June 15, 2018 for mowing and cleaning the City of Enid's approaches to the entrances of Enid. The entrances include:

Unit 1 - South Van Buren at Southgate Road south to the city limits (Wheat Capital Road)

Unit 2 - West Garriott Road - Garland Road west to Imo Road

Unit 3 - East Garriott Road - 30th Street to 78th Street

Unit 4 - North Van Buren - Purdue Avenue to Carrier Road (US 45)

Bids were submitted as follows, based on cost per unit per mowing:

	Good Choice Cleaning, LLC	Jantz Mowing	HRT Service Company	Ron's Mowing
Unit #1	\$975.00	No Bid	\$1,800.00	\$2,000.00
Unit #2	\$1,475.00	\$1,200.00	\$850.00	\$900.00
Unit #3	\$3,200.00	\$2,700.00	\$2,800.00	\$2,750.00
Unit #4	\$1,995.00	\$1,500.00	\$1,400.00	\$1,500.00

It is Public Works staff's recommendation to award contracts to the lowest, responsible bidders as follows:

Unit 1 – HRT Service Company - \$1,800.00

Unit 2 – HRT Service Company - \$850.00

Unit 3 – Jantz Mowing - \$2,700.00

Unit 4 - HRT Service Company - \$1,400.00

Although Good Choice Cleaning was the lowest bidder on Unit 1, they failed to submit a completed bid packet.

RECOMMENDATION:

Award contracts to Jantz Mowing, and HRT Service Company.

PRESENTER:

Everett Glenn, Public Works Director

Fiscal Impact

Budgeted Y/N: Y

Amount: \$80,000.00

Funding Source:

General Fund

Attachments

- Good Choice Cleaning Bid
 - HRT Bid
 - Jantz Mowing Bid
 - Ron's Mowing Bid
 - ROW Bid Package FY 18-19
-

PROPOSAL FOR
MOWING & CLEANING RIGHTS-OF-WAY FOR FISCAL YEAR 2018-2019
FOR
THE CITY OF ENID, OKLAHOMA

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

I, the undersigned, do hereby propose to furnish F.O.B. to the City of Enid, Oklahoma, with Oklahoma State, local and Federal tax excluded, MOWING & CLEANING RIGHTS-OF-WAY FOR FISCAL YEAR 2018-2019, in compliance with the specifications, at the following prices, to-wit:

A. Per Unit #1	<u>\$ 975.00</u>
B. Per Unit #2	<u>\$ 1475.00</u>
C. Per Unit #3	<u>\$ 3,200.00</u>
D. Per Unit #4	<u>\$ 1995.00</u>

BIDDER COMPANY NAME Good Choice Cleaning LLC.

STREET ADDRESS: 1618 W. Broadway.

MAILING ADDRESS: _____

CITY, STATE & ZIP CODE: Enid OK. 73703

SIGNED BY (Type or Print): Javier Martinez

TITLE: owner

SIGNATURE: Javier Martinez DATE: _____

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

(if none, so state)

Further, Affiant saith not.

Signature of Authorized Agent

Title (printed)

Subscribed and sworn to before me this _____ day of _____, 2018.

(SEAL)

My commission expires:

Notary Public



NON-COLLUSION AFFIDAVIT

To Accompany Contractor's Bid

STATE OF _____)

) ss:

COUNTY OF _____)

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

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

Further, Affiant saith not.

Signature of Authorized Agent

Title (printed)

Subscribed and sworn to before me this _____ day of _____, 2018.

(SEAL)

My commission expires:

Notary Public

INSTRUCTIONS AND GENERAL CONDITIONS
FOR
MOWING & CLEANING RIGHTS-OF-WAY FOR FISCAL YEAR 2018-2019
FOR
CITY OF ENID, OKLAHOMA

Sealed bids will be received by the City of Enid, Oklahoma, at the office of the City Clerk, Finance Department, in the City Administration Building, 401 West Owen K. Garriott Road, P. O. Box 1768, Enid, Oklahoma, 73702, until 4:00 P.M. local time on the 15th day of June 2018 for:

MOWING & CLEANING RIGHTS-OF-WAY FOR FISCAL YEAR 2018-2019

Said bids will be publicly opened and read aloud at 4:10 P.M. on June 15, 2018, in the office of the City Clerk. All bids will remain on file in the office of the City Clerk.

At a later date, the Mayor and Board of Commissioners will meet to award the contract. All bids must be in accordance with the specifications on file in the office of the City Clerk which are made a part hereof.

Bids received after the final time set for receipt of bids will not be considered and will be returned unopened.

No bid may be withdrawn after the scheduled closing time for receipt of bids. Specifications may be procured or examined without charge in the office of the City Clerk.

The City of Enid reserves the right to reject any and all bids and to waive informalities. Should the bidder be unable to meet or exceed the stated specifications, the bidder may submit a bid which best meets the City's specifications. Should the City fail to receive a bid that meets or exceeds the specifications, it may, at its option, award a contract to the bidder whose bid best satisfies the requirements contained within the specifications as determined by the Board of Commissioners.

Each bidder shall submit a bid on the enclosed form and attach complete description with the bid. Bid price shall be F.O.B. Enid, Oklahoma with Oklahoma State, local and Federal tax excluded.

A completed and executed Business Relationships Affidavit and Non-Collusion Affidavit shall accompany the sealed bid of each bidder or the bid may be rejected.

The successful bidder will be required to furnish proof of workers compensation and general liability insurance.

Should more than one proposal be submitted for the same receipt date, whether on the same item or different items, each proposal shall be enclosed in a separate envelope with proposal or bid sheet on top.

Bid envelope shall be plainly marked on the outside as follows:

MOWING & CLEANING RIGHTS-OF-WAY FOR FISCAL YEAR 2018-2019

The bidder will submit a bid for each of the following areas of rights-of-way according to the specifications. Each line of the proposal must be filled in. Blank lines shall be noted as a "No Bid." Areas may be awarded separately.

1. Van Buren South at Southgate Road South to the city limits, including rights-of-way areas on east and west sides of the highway; including hills, overpasses and center medians.
2. Owen K. Garriott from Garland Road west to Imo Road, from fence line to fence line, north to south, and everything between.
3. Highway 412 east beginning at East 30th Street to East 78th Street. All areas from fence line to fence line, north and south, and everything in between, including hills, overpasses and center medians.
4. Van Buren from Purdue north to Carrier Road, from easement to easement and in between, fence line to fence line, including hills, overpasses and center medians.

The successful bidder understands that the City will issue all work orders as work and funds to pay become available. The Public Works Director or his designee will inspect each area for compliance with the specifications. Payment will be made in accordance with the City of Enid's Purchasing Manual.

SPECIFICATIONS
FOR
MOWING & CLEANING RIGHTS-OF-WAY FOR FISCAL YEAR 2018-2019
FOR
CITY OF ENID, OKLAHOMA

INTRODUCTION:

The City of Enid is soliciting proposals to provide services for mowing and cleaning certified lots within the corporate City limits. The City will enable these services when lots have been found violating Title 4, Chapter 5, Section 4-5-1 through 4-5-8 of the Enid Municipal Code, 2003. These specifications will begin on the contract date and will end on June 30, 2019. The final award of the proposal or contract will be according to the City of Enid purchasing manual.

Please note the City of Enid is only soliciting proposals on four approaches to the City.

1. Van Buren South at Southgate Road South to the city limits, including rights-of-way areas on east and west sides of the highway; including hills, overpasses and center medians.
2. Owen K. Garriott from Garland Road west to Imo Road, from fence line to fence line, north to south, and everything between.
3. Highway 412 east beginning at East 30th Street to East 78th Street. All areas from fence line to fence line, north and south, and everything in between, including hills, overpasses and center medians.
4. Van Buren from Purdue north to Carrier Road, from easement to easement and in between, fence line to fence line, including hills, overpasses and center medians.

QUALIFICATIONS:

1. The successful bidders, under these specifications, understand that they are an independent contractor for the CITY and not an employee or agent of the CITY. The successful bidder shall not construe a contract with the CITY as a partnership.
2. The successful bidders shall at all times during the term of the contract have in full force and effect comprehensive general liability insurance in an amount of \$100,000 per occurrence for bodily injury and property damages (aggregate). A certificate of such insurance policy shall be on file with the City Clerk.
3. The successful bidders shall comply with Title 85 of the Oklahoma Statutes, concerning workers compensation. A certificate of such workers compensation shall be on file with the City Clerk.
4. The successful bidders will furnish all supplies, materials, equipment, vehicle(s) and maintenance used to perform the services under these specifications.

SCOPE OF SERVICES(PER UNIT):

1. Cut or mow overgrown grasses and weeds to a level of 3".
2. Trim and spray overgrown grasses and weeds along fences, streets and around all trees and structures. Trim or edge around curbs, sidewalks and driveways.
3. Remove all trash and debris necessary to enable the services prescribed in (1) and (2) above and be responsible for delivering to the landfill necessary for the proper disposal of such trash, debris and cut vegetation described in (1) and (2) above.
4. All work orders must be completed and returned within seventy-two (72) hours from the time the work order is issued by the Public Works Director or his designee. Non-compliance may cause the City to issue the work order to another contractor. The Contractor must notify the Public Works Director or his designee immediately upon completion of the work. The Contractor will not initiate work prior to the work order being issued.
5. Completed work orders that have been submitted for payment will be held until the work has been inspected to ensure that the work meets the standards listed above. In the event a contractor has submitted a completed work order that does not meet the required standards payment will not be made until the work has been satisfactorily completed. No new work orders will be generated for that contractor until the deficient work order is corrected.

These specifications were read and reviewed for approval by the designated signature listed below:



Everett Glenn, Director of Public Works

4-26-18

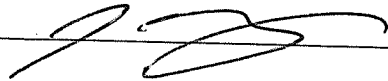
Date

PROPOSAL FOR
MOWING & CLEANING RIGHTS-OF-WAY FOR FISCAL YEAR 2018-2019
FOR
THE CITY OF ENID, OKLAHOMA

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

I, the undersigned, do hereby propose to furnish F.O.B. to the City of Enid, Oklahoma, with Oklahoma State, local and Federal tax excluded, MOWING & CLEANING RIGHTS-OF-WAY FOR FISCAL YEAR 2018-2019, in compliance with the specifications, at the following prices, to-wit:

A. Per Unit #1	\$1800 ⁰⁰
B. Per Unit #2	\$850 ⁰⁰
C. Per Unit #3	\$2800 ⁰⁰
D. Per Unit #4	\$1400 ⁰⁰

BIDDER COMPANY NAME HRT Service Company
STREET ADDRESS: 3 Hills Dr
MAILING ADDRESS: PO Box 281
CITY, STATE & ZIP CODE: Drummond, OK 73735
SIGNED BY (Type or Print): James Longpine
TITLE: member / manager
SIGNATURE:  DATE: 6-14-18



BUSINESS RELATIONSHIP AFFIDAVIT

To Accompany Contractor's Bid

STATE OF Oklahoma)
COUNTY OF Garfield) ss:

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

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

none
(if none, so state)

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

none
(if none, so state)

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

none

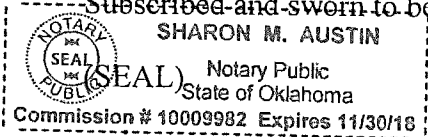
(if none, so state)

Further, Affiant saith not.

[Signature]
Signature of Authorized Agent

member / manager
Title (printed)

Subscribed and sworn to before me this 15th day of June, 2018.



My commission expires:
11-30-18

[Signature]
Notary Public



NON-COLLUSION AFFIDAVIT

To Accompany Contractor's Bid

STATE OF Oklahoma)
COUNTY OF Garfield) ss:

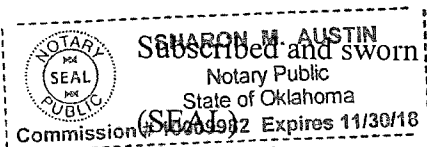
James Longpine (Contractor's Authorized Agent), of lawful age, being first duly sworn upon his/her oath, states:

- 6. I am the duly authorized agent of ART Service Company...
7. I am fully aware of the facts and circumstances surrounding the making of the bid...
8. Neither the bidder nor anyone subject to the bidder's direction or control has been a party to: Any collusion among bidders...

Further, Affiant saith not.

Signature of Authorized Agent

Title (printed)



Subscribed and sworn to before me this 15th day of June, 2018.

My commission expires:

11-30-18

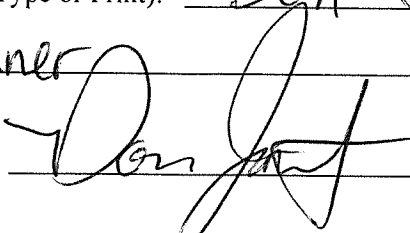
Sharon M Austin
Notary Public

PROPOSAL FOR
MOWING & CLEANING RIGHTS-OF-WAY FOR FISCAL YEAR 2018-2019
FOR
THE CITY OF ENID, OKLAHOMA

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

I, the undersigned, do hereby propose to furnish F.O.B. to the City of Enid, Oklahoma, with Oklahoma State, local and Federal tax excluded, MOWING & CLEANING RIGHTS-OF-WAY FOR FISCAL YEAR 2018-2019, in compliance with the specifications, at the following prices, to-wit:

A. Per Unit #1	_____
B. Per Unit #2	\$ 1200
C. Per Unit #3	\$ 2700
D. Per Unit #4	\$ 1500

BIDDER COMPANY NAME Jantz Mowing
STREET ADDRESS: 11805 W. Southgate Rd Enid OK 73703
MAILING ADDRESS: Same
CITY, STATE & ZIP CODE: Enid, OK 73703
SIGNED BY (Type or Print): Don Jantz
TITLE: Owner
SIGNATURE:  DATE: 6-15-18



BUSINESS RELATIONSHIP AFFIDAVIT

To Accompany Contractor's Bid

STATE OF Oklahoma)
COUNTY OF Garfield) ss:

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

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

None
(if none, so state)

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

None
(if none, so state)

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

None

(if none, so state)

Further, Affiant saith not.

[Signature]

Signature of Authorized Agent

Owner

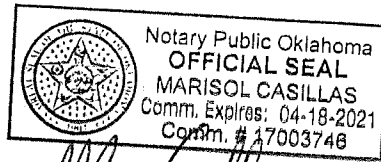
Title (printed)

Subscribed and sworn to before me this June day of 15, 2018.

(SEAL)

My commission expires:

04-18-2021



[Signature]

Notary Public



NON-COLLUSION AFFIDAVIT

To Accompany Contractor's Bid

STATE OF Oklahoma)

COUNTY OF Garfield) ss:

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

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

Further, Affiant saith not.

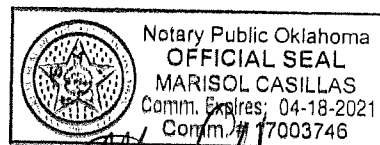
Signature of Authorized Agent

Owner Title (printed)

Subscribed and sworn to before me this June day of 15, 2018.

(SEAL) My commission expires:

04-18-2021



Notary Public

PROPOSAL FOR
MOWING & CLEANING RIGHTS-OF-WAY FOR FISCAL YEAR 2018-2019
FOR
THE CITY OF ENID, OKLAHOMA

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

I, the undersigned, do hereby propose to furnish F.O.B. to the City of Enid, Oklahoma, with Oklahoma State, local and Federal tax excluded, MOWING & CLEANING RIGHTS-OF-WAY FOR FISCAL YEAR 2018-2019, in compliance with the specifications, at the following prices, to-wit:

A. Per Unit #1	<u>2000.00</u>
B. Per Unit #2	<u>900.00</u>
C. Per Unit #3	<u>2750.00</u>
D. Per Unit #4	<u>1500.00</u>

BIDDER COMPANY NAME Ron's Mowing
STREET ADDRESS: 3640 Edgewater
MAILING ADDRESS: 3640 Edgewater
CITY, STATE & ZIP CODE: Enid, OK 73703
SIGNED BY (Type or Print): Ron Manning
TITLE: owner
SIGNATURE: Ron Manning DATE: 6-15-18



BUSINESS RELATIONSHIP AFFIDAVIT

To Accompany Contractor's Bid

STATE OF Oklahoma)
COUNTY OF Garfield) ss:

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

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

None
(if none, so state)

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

None
(if none, so state)

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

_____ none _____

(if none, so state)

Further, Affiant saith not.

Don Man, owner
Signature of Authorized Agent

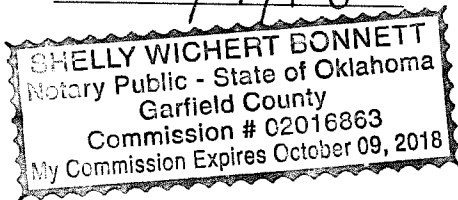
owner
Title (printed)

Subscribed and sworn to before me this 15th day of June, 2018.

(SEAL)

My commission expires:

10/9/18



Shelly Wichert Bonnett
Notary Public



NON-COLLUSION AFFIDAVIT

To Accompany Contractor's Bid

STATE OF Oklahoma)
COUNTY OF Garfield) ss:

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

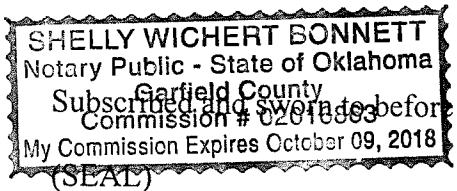
- 6. I am the duly authorized agent of Ron's Mowing (Bidder's Company Name), the bidder submitting the attached competitive bid (the "bid"), for the purpose of certifying the facts pertaining to the existence or nonexistence of collusion among bidders or between bidders and municipal officials or employees,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

Further, Affiant saith not.

Ron Manning
Signature of Authorized Agent

Owner
Title (printed)

me this 15 day of June, 2018.



My commission expires:

10-9-18

Shelly Wichert Bonnett
Notary Public

INSTRUCTIONS AND GENERAL CONDITIONS
FOR
MOWING & CLEANING RIGHTS-OF-WAY FOR FISCAL YEAR 2018-2019
FOR
CITY OF ENID, OKLAHOMA

Sealed bids will be received by the City of Enid, Oklahoma, at the office of the City Clerk, Finance Department, in the City Administration Building, 401 West Owen K. Garriott Road, P. O. Box 1768, Enid, Oklahoma, 73702, until 4:00 P.M. local time on the 15th day of June 2018 for:

MOWING & CLEANING RIGHTS-OF-WAY FOR FISCAL YEAR 2018-2019

Said bids will be publicly opened and read aloud at 4:10 P.M. on June 15, 2018, in the office of the City Clerk. All bids will remain on file in the office of the City Clerk.

At a later date, the Mayor and Board of Commissioners will meet to award the contract. All bids must be in accordance with the specifications on file in the office of the City Clerk which are made a part hereof.

Bids received after the final time set for receipt of bids will not be considered and will be returned unopened.

No bid may be withdrawn after the scheduled closing time for receipt of bids. Specifications may be procured or examined without charge in the office of the City Clerk.

The City of Enid reserves the right to reject any and all bids and to waive informalities. Should the bidder be unable to meet or exceed the stated specifications, the bidder may submit a bid which best meets the City's specifications. Should the City fail to receive a bid that meets or exceeds the specifications, it may, at its option, award a contract to the bidder whose bid best satisfies the requirements contained within the specifications as determined by the Board of Commissioners.

Each bidder shall submit a bid on the enclosed form and attach complete description with the bid. Bid price shall be F.O.B. Enid, Oklahoma with Oklahoma State, local and Federal tax excluded.

A completed and executed Business Relationships Affidavit and Non-Collusion Affidavit shall accompany the sealed bid of each bidder or the bid may be rejected.

The successful bidder will be required to furnish proof of workers compensation and general liability insurance.

Should more than one proposal be submitted for the same receipt date, whether on the same item or different items, each proposal shall be enclosed in a separate envelope with proposal or bid sheet on top.

Bid envelope shall be plainly marked on the outside as follows:

MOWING & CLEANING RIGHTS-OF-WAY FOR FISCAL YEAR 2018-2019

The bidder will submit a bid for each of the following areas of rights-of-way according to the specifications. Each line of the proposal must be filled in. Blank lines shall be noted as a "No Bid." Areas may be awarded separately.

1. Van Buren South at Southgate Road South to the city limits, including rights-of-way areas on east and west sides of the highway; including hills, overpasses and center medians.
2. Owen K. Garriott from Garland Road west to Imo Road, from fence line to fence line, north to south, and everything between.
3. Highway 412 east beginning at East 30th Street to East 78th Street. All areas from fence line to fence line, north and south, and everything in between, including hills, overpasses and center medians.
4. Van Buren from Purdue north to Carrier Road, from easement to easement and in between, fence line to fence line, including hills, overpasses and center medians.

The successful bidder understands that the City will issue all work orders as work and funds to pay become available. The Public Works Director or his designee will inspect each area for compliance with the specifications. Payment will be made in accordance with the City of Enid's Purchasing Manual.

SPECIFICATIONS
FOR
MOWING & CLEANING RIGHTS-OF-WAY FOR FISCAL YEAR 2018-2019
FOR
CITY OF ENID, OKLAHOMA

INTRODUCTION:

The City of Enid is soliciting proposals to provide services for mowing and cleaning certified lots within the corporate City limits. The City will enable these services when lots have been found violating Title 4, Chapter 5, Section 4-5-1 through 4-5-8 of the Enid Municipal Code, 2003. These specifications will begin on the contract date and will end on June 30, 2019. The final award of the proposal or contract will be according to the City of Enid purchasing manual.

Please note the City of Enid is only soliciting proposals on four approaches to the City.

1. Van Buren South at Southgate Road South to the city limits, including rights-of-way areas on east and west sides of the highway; including hills, overpasses and center medians.
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3. Highway 412 east beginning at East 30th Street to East 78th Street. All areas from fence line to fence line, north and south, and everything in between, including hills, overpasses and center medians.
4. Van Buren from Purdue north to Carrier Road, from easement to easement and in between, fence line to fence line, including hills, overpasses and center medians.

QUALIFICATIONS:

1. The successful bidders, under these specifications, understand that they are an independent contractor for the CITY and not an employee or agent of the CITY. The successful bidder shall not construe a contract with the CITY as a partnership.
2. The successful bidders shall at all times during the term of the contract have in full force and effect comprehensive general liability insurance in an amount of \$100,000 per occurrence for bodily injury and property damages (aggregate). A certificate of such insurance policy shall be on file with the City Clerk.
3. The successful bidders shall comply with Title 85 of the Oklahoma Statutes, concerning workers compensation. A certificate of such workers compensation shall be on file with the City Clerk.
4. The successful bidders will furnish all supplies, materials, equipment, vehicle(s) and maintenance used to perform the services under these specifications.

SCOPE OF SERVICES(PER UNIT):

1. Cut or mow overgrown grasses and weeds to a level of 3".
2. Trim and spray overgrown grasses and weeds along fences, streets and around all trees and structures. Trim or edge around curbs, sidewalks and driveways.
3. Remove all trash and debris necessary to enable the services prescribed in (1) and (2) above and be responsible for delivering to the landfill necessary for the proper disposal of such trash, debris and cut vegetation described in (1) and (2) above.
4. All work orders must be completed and returned within seventy-two (72) hours from the time the work order is issued by the Public Works Director or his designee. Non-compliance may cause the City to issue the work order to another contractor. The Contractor must notify the Public Works Director or his designee immediately upon completion of the work. The Contractor will not initiate work prior to the work order being issued.
5. Completed work orders that have been submitted for payment will be held until the work has been inspected to ensure that the work meets the standards listed above. In the event a contractor has submitted a completed work order that does not meet the required standards payment will not be made until the work has been satisfactorily completed. No new work orders will be generated for that contractor until the deficient work order is corrected.

These specifications were read and reviewed for approval by the designated signature listed below:



Everett Glenn, Director of Public Works

4-26-18

Date

INSTRUCTIONS AND GENERAL CONDITIONS
FOR
MOWING & CLEANING RIGHTS-OF-WAY FOR FISCAL YEAR 2018-2019
FOR
CITY OF ENID, OKLAHOMA

Sealed bids will be received by the City of Enid, Oklahoma, at the office of the City Clerk, Finance Department, in the City Administration Building, 401 West Owen K. Garriott Road, P. O. Box 1768, Enid, Oklahoma, 73702, until 4:00 P.M. local time on the 15th day of June 2018 for:

MOWING & CLEANING RIGHTS-OF-WAY FOR FISCAL YEAR 2018-2019

Said bids will be publicly opened and read aloud at 4:10 P.M. on June 15, 2018, in the office of the City Clerk. All bids will remain on file in the office of the City Clerk.

At a later date, the Mayor and Board of Commissioners will meet to award the contract. All bids must be in accordance with the specifications on file in the office of the City Clerk which are made a part hereof.

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The City of Enid reserves the right to reject any and all bids and to waive informalities. Should the bidder be unable to meet or exceed the stated specifications, the bidder may submit a bid which best meets the City's specifications. Should the City fail to receive a bid that meets or exceeds the specifications, it may, at its option, award a contract to the bidder whose bid best satisfies the requirements contained within the specifications as determined by the Board of Commissioners.

Each bidder shall submit a bid on the enclosed form and attach complete description with the bid. Bid price shall be F.O.B. Enid, Oklahoma with Oklahoma State, local and Federal tax excluded.

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Bid envelope shall be plainly marked on the outside as follows:

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4. Van Buren from Purdue north to Carrier Road, from easement to easement and in between, fence line to fence line, including hills, overpasses and center medians.

The successful bidder understands that the City will issue all work orders as work and funds to pay become available. The Public Works Director or his designee will inspect each area for compliance with the specifications. Payment will be made in accordance with the City of Enid's Purchasing Manual.

SPECIFICATIONS
FOR
MOWING & CLEANING RIGHTS-OF-WAY FOR FISCAL YEAR 2018-2019
FOR
CITY OF ENID, OKLAHOMA

INTRODUCTION:

The City of Enid is soliciting proposals to provide services for mowing and cleaning certified lots within the corporate City limits. The City will enable these services when lots have been found violating Title 4, Chapter 5, Section 4-5-1 through 4-5-8 of the Enid Municipal Code, 2003. These specifications will begin on the contract date and will end on June 30, 2019. The final award of the proposal or contract will be according to the City of Enid purchasing manual.

Please note the City of Enid is only soliciting proposals on four approaches to the City.

1. Van Buren South at Southgate Road South to the city limits, including rights-of-way areas on east and west sides of the highway; including hills, overpasses and center medians.
2. Owen K. Garriott from Garland Road west to Imo Road, from fence line to fence line, north to south, and everything between.
3. Highway 412 east beginning at East 30th Street to East 78th Street. All areas from fence line to fence line, north and south, and everything in between, including hills, overpasses and center medians.
4. Van Buren from Purdue north to Carrier Road, from easement to easement and in between, fence line to fence line, including hills, overpasses and center medians.

QUALIFICATIONS:

1. The successful bidders, under these specifications, understand that they are an independent contractor for the CITY and not an employee or agent of the CITY. The successful bidder shall not construe a contract with the CITY as a partnership.
2. The successful bidders shall at all times during the term of the contract have in full force and effect comprehensive general liability insurance in an amount of \$100,000 per occurrence for bodily injury and property damages (aggregate). A certificate of such insurance policy shall be on file with the City Clerk.
3. The successful bidders shall comply with Title 85 of the Oklahoma Statutes, concerning workers compensation. A certificate of such workers compensation shall be on file with the City Clerk.
4. The successful bidders will furnish all supplies, materials, equipment, vehicle(s) and maintenance used to perform the services under these specifications.

SCOPE OF SERVICES (PER UNIT):

1. Cut or mow overgrown grasses and weeds to a level of 3".
2. Trim and spray overgrown grasses and weeds along fences, streets and around all trees and structures. Trim or edge around curbs, sidewalks and driveways.
3. Remove all trash and debris necessary to enable the services prescribed in (1) and (2) above and be responsible for delivering to the landfill necessary for the proper disposal of such trash, debris and cut vegetation described in (1) and (2) above.
4. All work orders must be completed and returned within seventy-two (72) hours from the time the work order is issued by the Public Works Director or his designee. Non-compliance may cause the City to issue the work order to another contractor. The Contractor must notify the Public Works Director or his designee immediately upon completion of the work. The Contractor will not initiate work prior to the work order being issued.
5. Completed work orders that have been submitted for payment will be held until the work has been inspected to ensure that the work meets the standards listed above. In the event a contractor has submitted a completed work order that does not meet the required standards payment will not be made until the work has been satisfactorily completed. No new work orders will be generated for that contractor until the deficient work order is corrected.

These specifications were read and reviewed for approval by the designated signature listed below:



Everett Glenn, Director of Public Works

4-26-18

Date

PROPOSAL FOR
MOWING & CLEANING RIGHTS-OF-WAY FOR FISCAL YEAR 2018-2019
FOR
THE CITY OF ENID, OKLAHOMA

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

I, the undersigned, do hereby propose to furnish F.O.B. to the City of Enid, Oklahoma, with Oklahoma State, local and Federal tax excluded, MOWING & CLEANING RIGHTS-OF-WAY FOR FISCAL YEAR 2018-2019, in compliance with the specifications, at the following prices, to-wit:

- A. Per Unit #1 _____
- B. Per Unit #2 _____
- C. Per Unit #3 _____
- D. Per Unit #4 _____

BIDDER COMPANY NAME _____

STREET ADDRESS: _____

MAILING ADDRESS: _____

CITY, STATE & ZIP CODE: _____

SIGNED BY (Type or Print): _____

TITLE: _____

SIGNATURE: _____ DATE: _____



BUSINESS RELATIONSHIP AFFIDAVIT

To Accompany Contractor's Bid

STATE OF _____)
) ss:
COUNTY OF _____)

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

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

(if none, so state)

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

(if none, so state)

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

(if none, so state)

Further, Affiant saith not.

Signature of Authorized Agent

Title (printed)

Subscribed and sworn to before me this _____ day of _____, 2018.

(SEAL)

My commission expires:

Notary Public



NON-COLLUSION AFFIDAVIT

To Accompany Contractor's Bid

STATE OF _____)
) ss:
COUNTY OF _____)

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

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

Further, Affiant saith not.

Signature of Authorized Agent

Title (printed)

Subscribed and sworn to before me this _____ day of _____, 2018.

(SEAL)
My commission expires:

Notary Public

City Commission Meeting

7.9.

Meeting Date: 07/03/2018

Submitted By: Kelley Munkres, Administrative Assistant

SUBJECT:

AWARD THE PURCHASE OF CRUSHER RUN ROCK TO DOLESE BROTHERS COMPANY, OKLAHOMA CITY, OKLAHOMA, THROUGH JUNE 30, 2019.

BACKGROUND:

The City of Enid recently solicited bids for Crusher Run Rock. The bid proposal solicited prices on various sizes of crusher run rock through June 30, 2019. Dolese Brothers Company was the only vendor that responded.

RECOMMENDATION:

Award the purchase of crusher run rock to Dolese Brothers Company through June 30, 2019.

PRESENTER:

Everett Glenn, Public Works Director

Fiscal Impact

Budgeted Y/N: Y
Amount: N/A
Funding Source:
Multiple Funds

Attachments

Dolese Bros. Bid

PROPOSAL
FOR
CRUSHER RUN ROCK
THE CITY OF ENID, OKLAHOMA

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

We, the undersigned, do hereby propose to furnish F.O.B. to the City of Enid, Oklahoma, with Oklahoma State, Local and Federal Tax excluded, in compliance with the City of Enid Standard Specifications for Street and Alley Construction adopted 9/81, at the following price to-wit:

CRUSHER RUN ROCK
BID THROUGH JUNE 30, 2019

UNIT	ITEM	PICKUP	
		PER UNIT PICKUP F.O.B. ENID STONE YARD	PER UNIT DELIVERY F.O.B. DOVER SAND PLAN
TON	3/4" CLEAN ROCK/#1 COVER	\$ 23.80 per ton	\$ NO BID
TON	1" CLEAN ROCK/#67 COVER	\$ 23.15	\$ NO BID
TON	1 1/2" CLEAN ROCK/#57 COVER	\$ 22.30	\$ NO BID
TON	3/4" CRUSHER RUN ROCK	\$ NO BID	\$ NO BID
TON	1" CRUSHER RUN ROCK	\$ NO BID	\$ NO BID
TON	1 1/2" CRUSHER RUN ROCK (NON-SPEC)	\$ 20.30	\$ NO BID
TON	3/8" SCREENINGS/#6 (NON-SPEC)	\$ 19.45	\$ NO BID
TON	RINSED 3/8" SHOT	\$ NO BID	\$ NO BID
TON	CONCRETE SAND	\$ 18.10	\$ 9.90 per ton
TON	WASHED 3/8"/#2 COVER	\$ NO BID	\$ NO BID
TON	4" Surge Rock (NON-SPEC)	\$ 22.25	\$ NO BID

****THE CITY RESERVES THE RIGHT TO PURCHASE QUANTITIES PERIODICALLY AS NEEDED DURING THE LIFE OF THIS CONTRACT.**

BIDDER: COMPANY NAME DOLESE BROS. CO.

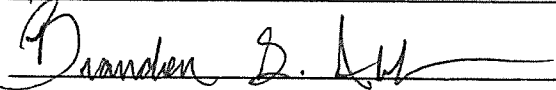
STREET ADDRESS 20 NW 13TH

MAILING ADDRESS P.O. BOX 677

CITY, STATE & ZIP CODE OKLAHOMA CITY, OK 73101

SIGNED BY: NAME (Type or Print) Brandon Abla

TITLE Sales Representative

SIGNATURE 



BUSINESS RELATIONSHIP AFFIDAVIT

To Accompany Contractor's Bid

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) ss:

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

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

None
(if none, so state)

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

None
(if none, so state)

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

None

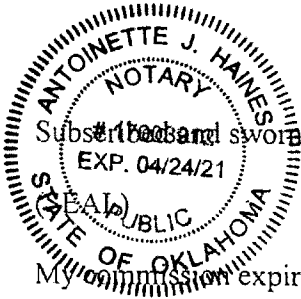
(if none, so state)

Further, Affiant saith not.

DOLESE BROS. CO.

Brandon S. Abla
Signature of Authorized Agent Brandon Abla

Sales Representative
Title (printed)



Subscribed and sworn to before me this 8th day of June, 2018.

My commission expires:

24 August 2021

My commission # 17003912

Antoinette J. Haines
Notary Public



NON-COLLUSION AFFIDAVIT

To Accompany Contractor's Bid

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) ss:
)

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

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

Further, Affiant saith not.

Signature of Authorized Agent Brandon Abia

Sales Representative
Title (printed)



Subscribed and sworn to before me this 8th day of June, 2018.

My commission expires:

24 August 2021

My commission #17003912

Antoinette J. Haines
Notary Public

5/2

SOLICITATION FOR BIDS
(Bid Notice)

Sealed bids will be received by the City of Enid, Oklahoma, a Municipal Corporation, at the office of the City Clerk of said City, located in the Dr. Martin Luther King, Jr. Municipal Complex, 401 W. Owen Garriott Road, P.O. Box 1768, Enid, Oklahoma, until 10:00 A.M. Local Time on the 15th day of June 2018, for furnishing:

**READY MIX PORTLAND CEMENT CONCRETE
CRUSHER RUN ROCK**

Said bids will be publicly opened and read aloud at 10:10 A.M. on the 15th day of June 2018, in the office of the City Clerk. All bids will remain on file in the office of the City Clerk.

At a later date, the Mayor and Board of Commissioners will meet to award the contract. All bids must be in accordance with the specifications on file in the office of the City Clerk which are made a part thereof.

Bids received after the final time set for receipt of bids will not be considered and will be returned unopened.

Specifications may be procured or examined without charge in the City Clerk's Office.

No bid may be withdrawn after the scheduled time for receipt of bids for at least sixty (60) days.

The City of Enid reserves the right to reject any and all bids and to waive informalities. Should the bidder be unable to meet or exceed the stated specifications, he may submit a bid which best meets the City's specifications. It may, at its option, award a contract to the bidder whose bid best satisfies the requirements contained within the specifications as determined by the City Commission.

Each bidder shall attach complete description with his bid. Bid shall be F.O.B. ~~Enid, Oklahoma~~ ^{ENID STONE YARD} _{DOVER SAND PLANT} with Oklahoma State, local and Federal tax excluded.

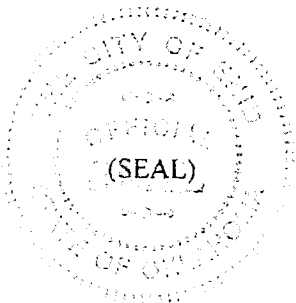
A completed and executed Business Relationships Affidavit and Non-Collusion Affidavit shall accompany the sealed bid of each bidder or bid may be rejected.

Should more than one bid be submitted for the same receipt date, whether on the same item or different items, each bid shall be enclosed in a separate envelope with proposal sheet on top.

DATED this 26th day of April 2018.

CITY OF ENID, OKLAHOMA

BY: *Alvin K. Jack*
City Clerk



- NOTICE -

Bid envelope shall be plainly marked on the outside as follows:

CRUSHER RUN ROCK

Please place Proposal Sheet on top when submitting bid.

Should more than one proposal be submitted for the same receipt date, whether on the same item or different items, each proposal shall be enclosed in a separate envelope.

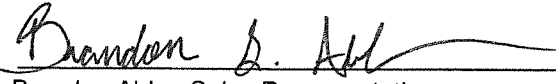
The City may purchase approximately \$100,000.00 of the above material(s) through June 2019.

The above is for informational purposes only and is not necessarily representative of future purchases.

SPECIFICATIONS: CRUSHER RUN ROCK

BIDDER'S STATEMENT: _____

DEALER: DOLESE BROS. CO. _____

SIGNATURE:  _____
Brandon Abla Sales Representative

TELEPHONE NUMBER: 405-297-8223 DATE: 8 June 2018 _____

City Commission Meeting

7.10.

Meeting Date: 07/03/2018

Submitted By: Kelley Munkres, Administrative Assistant

SUBJECT:

AWARD THE PURCHASE OF READY MIX PORTLAND CEMENT CONCRETE TO DOLESE BROTHERS COMPANY, OKLAHOMA CITY, OKLAHOMA, AND ENID CONCRETE COMPANY, INC., ENID, OKLAHOMA, THROUGH JUNE 30, 2019.

BACKGROUND:

The City of Enid recently solicited bids for Ready Mix Portland Cement Concrete. Specifications provided that the City would purchase this product from the two lowest responsible vendors to ensure that one vendor was readily available as needed. Bids were received from both Enid Concrete Company and Dolese Brothers Company, with the bid from Dolese Brothers Company being the lowest responsive bid.

RECOMMENDATION:

Award the purchase of Ready Mix Portland Cement Concrete to Dolese Brothers Company and to Enid Concrete Company as a secondary provider through June 30, 2019.

PRESENTER:

Everett Glenn, Public Works Director

Fiscal Impact

Budgeted Y/N: Y
Amount: N/A
Funding Source:
Multiple Funds

Attachments

Dolese Bros. Bid
Enid Concrete Bid

**PROPOSAL FOR
READY MIX PORTLAND CEMENT CONCRETE
FOR THE CITY OF ENID, OKLAHOMA**

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

We, the undersigned, do hereby propose to furnish F.O.B. to the City of Enid, Oklahoma, with Oklahoma State, local and Federal Tax excluded. Bidder must submit a mixed design for approval with his bid or already have an approved mix design on file with the City of Enid at the following price to-wit: (SEE ATTACHMENT FOR MIX DESIGN AND PROPORTIONING)

**READY MIX PORTLAND CEMENT CONCRETE
BID THROUGH JUNE 30, 2019**

<u>UNIT</u>	<u>ITEM</u>	<u>PER UNIT COST</u>
C.Y.	3000 P.S.I. Ready Mix Portland Cement Concrete	\$ <u>96.50</u>
C.Y.	3000 P.S.I. Ready Mix Portland Cement Concrete with fiber mesh	\$ <u>101.00</u>
C.Y.	3500 P.S.I. Ready Mix Portland Cement Concrete	\$ <u>102.00</u>
C.Y.	3500 P.S.I. Ready Mix Portland Cement Concrete with fiber mesh	\$ <u>106.50</u>
C.Y.	3500 P.S.I. High Early Strength Ready Mix Portland Cement Concrete	\$ <u>105.00</u>
C.Y.	3500 P.S.I. High Early Strength Ready Mix Portland Cement Concrete With fiber mesh	\$ <u>109.50</u>
C.Y.	Flowable Fill	\$ <u>85.50</u>
C.Y.	3500 P.S.I. 3/8 Chips Ready Mix PCC	\$ <u>103.50</u>
C.Y.	3500 P.S.I. 3/8 Chips Ready Mix PCC with fiber mesh	\$ <u>108.00</u>
C.Y.	6000 P.S.I. Cement Concrete	\$ <u>119.50</u>
C.Y.	6000 P.S.I. Cement Concrete with fiber mesh	\$ <u>124.00</u>
C.Y.	6000 P.S.I. Cement Concrete with accelerator	\$ <u>129.00</u>
C.Y.	6000 P.S.I. Cement Concrete with accelerator with fiber mesh	\$ <u>133.50</u>
C.Y.	2800 P.S.I. Cement Concrete mix in 12 hours	\$ <u>N/A</u>
LB.	Red Cement Color	\$ <u>7.50</u>

Delivery charge of \$40.00 for less than 2 C.Y and \$ 0 for each
Stop in excess of one.

*THE CITY WILL PURCHASE FROM THE TWO LOWEST RESPONSIBLE VENDORS AS NEEDED.

**THE CITY RESERVES THE RIGHT TO PURCHASE QUANTITIES PERIODICALLY AS NEEDED DURING THE LIFE OF THIS CONTRACT.

***CONTRACTOR SHALL BE REQUIRED, UPON TWO (2) BUSINESS DAYS' NOTICE, TO DELIVER PRODUCT TO THE WORKSITE. IF CONTRACTOR SHALL FAIL OR REFUSE TO TIMELY DELIVER PRODUCT, THE DELIVERY MAY BE CANCELLED AT THE CITY OF ENID'S SOLE DISCRETION WITHOUT PENALTY FOR SUCH CANCELLATION.



Project Quotation Concrete Division

Concrete Sales

Phone: (405) 297-8315
 Fax: (405) 297-8329
 Email: concretesales@dolese.com

Project: City of Enid Ready Mix Portland Cement Concrete **Address:** 401 W Owen Garriott Rd. **City:** Enid **State:** OK
Bid (Price Firm through June 30th, 2019)
Directions: **County:** Garfield
Project Volume: 2,000 Cubic Yards **Quote Number: 18-67601**
Date: 5/22/2018

Dolese Bros. Co. is pleased to offer to sell and deliver to you, the total requirements for the project referred to above, at the following base prices, subject to the terms and conditions stated below and on the attachments hereof, and subject to verification that job specifications are not inconsistent with our regular approved products for classes indicated:

Product	MS	Aggregate	Admixture	Unit Price	Unit	Notes
CLSM CLASS 1	9		FA/AEA	\$85.50	CY	FLOWABLE FILL
FAST TRACK 2800 PSI @ 12 HRS #67 WRA	5	#67	WRA/NCA	\$176.40	CY	2800 PSI IN 12 HRS., #67
FAST TRACK 2800@12 HRS NCA/WRA	5	#57	WRA/NCA	\$174.40	CY	2800 PSI IN 12 HRS, #57
3000 PSI AE	5	#57	AEA/WRA	\$96.50	CY	NON-TRAFFIC, COOL WEATHER, 0.50 W/C, 470 CEM.
3500 PSI AE	5	#57	AEA/WRA	\$102.00	CY	TRAFFIC AREAS, COOL WEATHER, 0.48 W/C, 564 CEM.
3500 PSI HES AEA/WRA	5	#57	AEA/WRA	\$105.00	CY	3500 PSI HIGH EARLY STRENGTH, TRAFFIC AND NON TRAFFIC
6000 PSI, #57, AE	5	#57	AEA/WRA	\$119.50	CY	PER REQUEST, COOL WEATHER
FIBER MESH				\$4.50	LB	FIBER MESH

MS = Maximum Slump

Clarifications & Exceptions

*** The cost of test batches, testing for chloride-ion content, alkali-aggregate reactivity or any other testing will be the responsibility of the contractor and is not included in our quote. If Dolese is requested to facilitate any testing the contractor will be billed for the cost plus 20%.

**** Please note that due to material supplier issues, all ASTM materials submitted may be subject to change of source at any time.

***** If ASR requirements must be met, mitigation factors such as alternate aggregate sources, changes in mix design including a potentially higher than specified percentage of Class F fly-ash, and/or the possible use of Lithium Nitrate may be required. If Chloride-ion testing results indicate necessary mitigation to meet Chloride-ion specs, this may require the use of a corrosion inhibiting admixture. Any of these factors will require an updated quote of alternate mixes.

***** If temperature specifications must be met, it is the responsibility of the contractor to request coolant/retarder/hot water and specify the temperature that must be met when placing orders for concrete.

***** All Saturday delivery is subject to available DOT driver's hours. The minimum quantity required for Saturday delivery without assessment of an opening charge is 100 CY.

Orders placed for Saturday delivery under 100 CY will be subject to an opening charge of \$1000.00.

***** All admixtures, including water reducers, mid-range water reducers, and high-range water reducers are added at the plant during the batching process.

Terms: Net 15th FOL MO

Prices Firm Through: 6/30/2019

Escalation: \$7.00

Freq: 1 Year

Dolese Sales Coordinator: Sharon Espinoza

SEE ATTACHED FOR ADDITIONAL PRICING/WARRANTY INFORMATION & LIMITATIONS



**Additives/Admixtures/Extra Charges
Price List**

Coarse Aggregate	Fibers	
#67 Stone	Fibrillated Fiber (1.5 lbs)	\$6.00 cy
#8 Stone	Monofilament Fibers	\$6.00 cy
Lightweight Aggregate	Macro Fibers	\$5.00 lb
Workability	D-Gel Products	
MRWRA (7" Slump)	Ultra-Finish	\$2.75 cy
HRWRA (9" Slump)	Pump-EZ	\$3.00 cy
Pump Mix	Gunite Pro	\$3.75 cy
Water Repellent		
Set Time	Small Loads/Holding Time	
Retarder	Delivery Charge 5 cy or less	\$10.00 each
ODOT Retarder 1 - Temp 50-70	Delivery Charge 4 cy or less	\$20.00 each
ODOT Retarder 2 - Temp 70-80	Delivery Charge 3 cy or less	\$30.00 each
ODOT Retarder 3 - Temp 80-90	Delivery Charge 2 cy or less	\$40.00 each
Coolant - 90 Degree	Delivery Charge = 1 cy	\$50.00 each
Coolant - 85 Degree	Call Back after a Partial Load	\$80.00 each
Heated Water - where available	Holding Time After 1 Hour	\$60.00 hour
Chloride Accelerator - 1%	Holding Time After 2 Hours	\$75.00 hour
Chloride Accelerator - 2%		
Non-Chloride Accelerator - 1%	Opening Charges	
Non-Chloride Accelerator - 2%	Saturday/Sunday/Holiday/Night	Upon Request
L. Nitrogen - where available		

GENERAL TERMS AND CONDITIONS OF SALE

WARRANTY: Ready-Mixed Concrete is warranted to meet current applicable ASTM specifications and to conform to approved mix designs.

THIS EXPRESS LIMITED WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES OF MERCHANTABILITY AND FITNESS, IMPLIED OR EXPRESSED.

I. DELIVERY CONDITIONS

SCHEDULING DELIVERIES: It is the intent of the Seller to have Ready-Mixed Concrete delivered to Purchaser's site at the time and rate ordered by Purchaser, but cooperation and 72-hour advance notice are necessary to facilitate timely delivery. Seller agrees to use its best ability in meeting requested delivery schedules, but cannot guarantee same. Special arrangements must be made for deliveries of over 80 cubic yards per hour.

PLACE OF DELIVERY: When deliveries are made to places other than on paved streets, Purchaser must provide suitable roadways or approaches, permitting safe access of trucks to the point of delivery under their own power. Seller reserves the right to refuse deliveries in the event such roadways are not provided. If Purchaser orders deliveries beyond the curb line, Purchaser shall be responsible for removal of mud from truck wheels and tires, and Purchaser assumes all liability for, and agrees to hold Seller harmless from, damage to equipment, sidewalks, driveways, roads, or other property, resulting from truck weight or inadequate roadways or approaches to discharge points.

CONTINGENCIES: Seller will not be responsible for failure to make delivery when prevented by strikes; by D.O.T. drivers' hours of service; by accidents or necessary repairs to machines or equipment; by fire, flood, power failure, water supply failure, or adverse weather conditions; by inability to procure materials or fuel; by Government regulations, requirements or orders; or by any other causes beyond the Seller's control.

II. QUALITY ASSURANCE

TECHNICAL ASSISTANCE: Seller will provide technical assistance as is necessary and reasonable, including submittal of non-proprietary mix designs. All product and material testing shall be at the expense of Purchaser, Architect, Engineer, or Owner.

QUANTITIES: Prices and quantities are based on the volume of concrete in a wet and unhardened state at the time of discharge from the delivery truck as determined in accordance with provisions of current ASTM specification C-94.

ADDITIONS: Seller is not responsible for the slump, strength, or quality of any concrete to which Purchaser has added water or any other material, except for water required to increase the slump at the time of arrival to that provided in the mix design. See TRUCK WASHOUT below.

SLUMP AND AIR CONTENT: Tests for slump and air content shall be made at the mixer discharge chute and in accordance with procedures listed in the current ASTM specification C-94. Any rejection of concrete on the basis of deviations in slump or air content from limits designated in the contract shall be at the time of delivery.

STRENGTH: Sampling of concrete and testing for strength shall be in strict accordance with the procedures described in the current ASTM specification C-94. Conformance with strength requirements shall be determined on the basis of that specification. Strength tests must be performed by a testing service whose facilities and competence to perform such tests have been inspected within the last three years, pursuant to ASTM E329, by a qualified national authority and any reported deficiencies corrected. Sampling/Testing must be done by certified technicians.

TEMPERATURE: When coolant is ordered to maintain a specified maximum temperature, we will guarantee that the concrete will not exceed the specified maximum temperature for 20 minutes after the truck arrives at the jobsite. Seller does not guarantee the strength of the concrete if it exceeds the maximum specified temperature at the time of placement.**MINIMUM LOAD SIZE:** To insure quality, the minimum order size will be one cubic yard. For colored concrete, the minimum order size will be four cubic yards.

INSPECTION: Prior to unloading concrete, Purchaser shall inspect delivery tickets for conformity with order. The Seller reserves the right to take test cylinders from the concrete as delivered.

FINISHED WORK: Since Seller has no control over the placing, curing, or handling of concrete after unloading, Seller cannot guarantee the finished work for which its concrete is used.

COLORED CONCRETE: Seller will accept no responsibility for final color, or variations in color, due to the many variables outside of our control that affect it.

III. ADDITIONAL CHARGES

PRICES/ESCALATION: Prices on ready-mixed concrete are firm through the date on the reverse. Escalation amounts and frequency are also listed on the reverse. All other charges are subject to change at any time.

TRUCK WASHOUT: When Purchaser adds material to concrete that must be cleaned out of the drum before Seller can use the equipment on another job, the charge is \$65.00 per occurrence.

SPECIAL DELIVERY HOURS: Normal business hours are from 7 a.m. to 5 p.m., Monday through Friday. Opening charges for Saturdays, Sundays, legal holidays or night deliveries are available upon request.

SMALL LOADS: Prices on ready-mixed concrete are based on full load deliveries. One small load to complete an order larger than a full truck load is allowed at the quoted price. There will be a small load fee for a partial load order, or multiple call-back orders.

TAXES: Any excise or sales taxes that are or may be levied by any state or political subdivision are additional charges to Purchaser. Any exemption for nonpayment of said excise or sales tax must be presented in writing to Seller by Purchaser prior to time for payment of such taxes by Seller.

IV. MISCELLANEOUS

QUOTE ACCEPTANCE: Prices quoted are subject to acceptance within 30 days. By accepting this Project Quotation, the recipient agrees that it will, and it will cause its directors, officers, employees and representatives to use the Project Quotation and all of the information contained therein only to evaluate a specific job with Dolese and for no other purpose and shall return this Project Quotation together with any copies to Dolese upon request. The Project Quotation contains confidential material which is non-public information concerning Dolese and its products. Receipt of this Project Quotation constitutes your acknowledgement that you will maintain the information contained herein in strictest confidence.

CLAIMS: As to any matter wherein Purchaser intends to make a claim against Seller, written notice must be given to Seller promptly upon discovery of facts upon which the claim may be based, and Seller shall be given full opportunity to investigate them. Otherwise, said claim shall be deemed waived.

FORM OF CONTRACT: Seller is a supplier of materials, within the meaning of applicable laws and regulations, and is not to be deemed a subcontractor.

ARBITRATION: Any and all disputes arising under the terms of performance of this contract shall be resolved by an independent arbitrator to be chosen by the parties.

GOVERNING LAW: This contract shall be governed by and construed in accordance with the laws of the State of Oklahoma.

SPECIFICATIONS: **READY MIX PORTLAND CEMENT CONCRETE**

BIDDER WILL STATE APPROXIMATE DELIVERY TIME (OF MATERIAL):

BIDDER'S STATEMENT: Notice required by bidding vendor is 24 hour notice. We agree to deliver first come/first serve after notification.

DEALER: Duane D. Coy

SIGNATURE: 

TELEPHONE NUMBER: 405 297 8315

DATE: 21 May 2018



BUSINESS RELATIONSHIP AFFIDAVIT

To Accompany Contractor's Bid

STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

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

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

None
(if none, so state)

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

None
(if none, so state)



NON-COLLUSION AFFIDAVIT

To Accompany Contractor's Bid

STATE OF Oklahoma)
) ss:
COUNTY OF Oklahoma)

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

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

Further, Affiant saith not.

[Handwritten Signature]
Signature of Authorized Agent
Sales Manager, Concrete Products
Title (printed)

Subscribed and sworn to before me this 21st day of May, 2018.

(SEAL)
My commission expires:

09/25/2019

[Handwritten Signature]
Notary Public

KATHERINE GREEN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES SEPT. 25, 2019
COMMISSION #07009334

SOLICITATION FOR BIDS
(Bid Notice)

Sealed bids will be received by the City of Enid, Oklahoma, a Municipal Corporation, at the office of the City Clerk of said City, located in the Dr. Martin Luther King, Jr. Municipal Complex, 401 W. Owen Garriott Road, P.O. Box 1768, Enid, Oklahoma, until 10:00 A.M. Local Time on the 15th day of June 2018, for furnishing:

**READY MIX PORTLAND CEMENT CONCRETE
CRUSHER RUN ROCK**

Said bids will be publicly opened and read aloud at 10:10 A.M. on the 15th day of June 2018, in the office of the City Clerk. All bids will remain on file in the office of the City Clerk.

At a later date, the Mayor and Board of Commissioners will meet to award the contract. All bids must be in accordance with the specifications on file in the office of the City Clerk which are made a part thereof.

Bids received after the final time set for receipt of bids will not be considered and will be returned unopened.

Specifications may be procured or examined without charge in the City Clerk's Office.

No bid may be withdrawn after the scheduled time for receipt of bids for at least sixty (60) days.

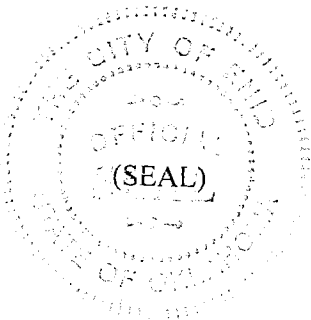
The City of Enid reserves the right to reject any and all bids and to waive informalities. Should the bidder be unable to meet or exceed the stated specifications, he may submit a bid which best meets the City's specifications. It may, at its option, award a contract to the bidder whose bid best satisfies the requirements contained within the specifications as determined by the City Commission.

Each bidder shall attach complete description with his bid. Bid shall be F.O.B. Enid, Oklahoma with Oklahoma State, local and Federal tax excluded.

A completed and executed Business Relationships Affidavit and Non-Collusion Affidavit shall accompany the sealed bid of each bidder or bid may be rejected.

Should more than one bid be submitted for the same receipt date, whether on the same item or different items, each bid shall be enclosed in a separate envelope with proposal sheet on top.

DATED this 26th day of April 2018.



CITY OF ENID, OKLAHOMA

BY: *Alima K. Jack*
City Clerk

**PROPOSAL FOR
READY MIX PORTLAND CEMENT CONCRETE
FOR THE CITY OF ENID, OKLAHOMA**

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

We, the undersigned, do hereby propose to furnish F.O.B. to the City of Enid, Oklahoma, with Oklahoma State, local and Federal Tax excluded. Bidder must submit a mixed design for approval with his bid or already have an approved mix design on file with the City of Enid at the following price to-wit: (SEE ATTACHMENT FOR MIX DESIGN AND PROPORTIONING)

**READY MIX PORTLAND CEMENT CONCRETE
BID THROUGH JUNE 30, 2019**

<u>UNIT</u>	<u>ITEM</u>	<u>PER UNIT COST</u>
C.Y.	3000 P.S.I. Ready Mix Portland Cement Concrete	\$ <u>96.⁷⁵</u>
C.Y.	3000 P.S.I. Ready Mix Portland Cement Concrete with fiber mesh	\$ <u>101.²⁵</u>
C.Y.	3500 P.S.I. Ready Mix Portland Cement Concrete	\$ <u>102.⁵⁰</u>
C.Y.	3500 P.S.I. Ready Mix Portland Cement Concrete with fiber mesh	\$ <u>107.⁰⁰</u>
C.Y.	3500 P.S.I. High Early Strength Ready Mix Portland Cement Concrete	\$ <u>105.⁵⁰</u>
C.Y.	3500 P.S.I. High Early Strength Ready Mix Portland Cement Concrete With fiber mesh	\$ <u>110.⁰⁰</u>
C.Y.	Flowable Fill	\$ <u>86.⁰⁰</u>
C.Y.	3500 P.S.I. 3/8 Chips Ready Mix PCC	\$ <u>103.⁷⁵</u>
C.Y.	3500 P.S.I. 3/8 Chips Ready Mix PCC with fiber mesh	\$ <u>108.²⁵</u>
C.Y.	6000 P.S.I. Cement Concrete	\$ <u>120.⁰⁰</u>
C.Y.	6000 P.S.I. Cement Concrete with fiber mesh	\$ <u>124.⁵⁰</u>
C.Y.	6000 P.S.I. Cement Concrete with accelerator	\$ <u>129.⁵⁰</u>
C.Y.	6000 P.S.I. Cement Concrete with accelerator with fiber mesh	\$ <u>134.⁰⁰</u>
C.Y.	2800 P.S.I. Cement Concrete mix in 12 hours	\$ <u>N/A</u>
LB.	Red Cement Color	\$ <u>N/A</u>

Delivery charge of \$ 50.⁰⁰ for less than 2 C.Y and \$ 20.⁰⁰ for each Stop in excess of one.

*THE CITY WILL PURCHASE FROM THE TWO LOWEST RESPONSIBLE VENDORS AS NEEDED.

**THE CITY RESERVES THE RIGHT TO PURCHASE QUANTITIES PERIODICALLY AS NEEDED DURING THE LIFE OF THIS CONTRACT.

***CONTRACTOR SHALL BE REQUIRED, UPON TWO (2) BUSINESS DAYS' NOTICE, TO DELIVER PRODUCT TO THE WORKSITE. IF CONTRACTOR SHALL FAIL OR REFUSE TO TIMELY DELIVER PRODUCT, THE DELIVERY MAY BE CANCELLED AT THE CITY OF ENID'S SOLE DISCRETION WITHOUT PENALTY FOR SUCH CANCELLATION.

APPROXIMATE DELIVERY TIME (WEEKS) As Scheduled

BIDDER: COMPANY NAME Enid Concrete Co. Inc.

STREET ADDRESS 621 W. Birch

MAILING ADDRESS P.O. Box 1344

CITY, STATE & ZIP CODE Enid, Okla. 73702

TELEPHONE NUMBER (580) - 237-7766

SIGNED BY NAME (Type or Print) Kent Reim

TITLE Area Manager

SIGNATURE Kent Reim

SPECIFICATIONS: READY MIX PORTLAND CEMENT CONCRETE

BIDDER WILL STATE APPROXIMATE DELIVERY TIME (OF MATERIAL):

BIDDER'S STATEMENT: As Always, providing Quality service
to our customers is very important. Delivery
time should be scheduled with our dispatch office.
It is recommended to place a "will call" order
several days in advance. Thanked

DEALER: Enid Concrete Co. Inc.

SIGNATURE: Kent Rein

TELEPHONE NUMBER: 580-237-7766 DATE: May 10, 2018



BUSINESS RELATIONSHIP AFFIDAVIT

To Accompany Contractor's Bid

STATE OF Oklahoma)
COUNTY OF Garfield) ss:

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

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

None
(if none, so state)

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

None
(if none, so state)

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

None

(if none, so state)

Further, Affiant saith not.

Kent Reim
Signature of Authorized Agent

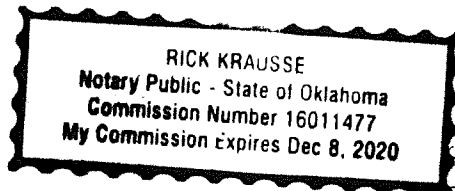
Area Manager
Title (printed)

Subscribed and sworn to before me this 10th day of May, 2018.

(SEAL)

My commission expires:

Dec. 8, 2020



Rick Krausse
Notary Public



NON-COLLUSION AFFIDAVIT

To Accompany Contractor's Bid

STATE OF Oklahoma)
COUNTY OF Garfield) ss:

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

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

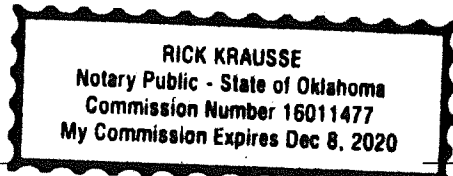
Further, Affiant saith not.

Kent Reim
Signature of Authorized Agent
Area Manager
Title (printed)

Subscribed and sworn to before me this 10th day of May, 2018.

(SEAL)
My commission expires:

Dec. 8, 2020



Rick Krausse
Notary Public

**SPECIFICATIONS
FOR
READY MIX PORTLAND CEMENT CONCRETE
FOR
THE CITY OF ENID, OKLAHOMA**

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS:

Sealed bids will be received by the City of Enid, Oklahoma, a Municipal Corporation, at the office of the City Clerk of said City, located in the Dr. Martin Luther King, Jr. Municipal Complex, 401 West Owen K. Garriott Road, P. O. Box 1768, Enid, Oklahoma, 73702 until **10:00 A.M.** Local Time on the **15th day of June, 2018**, for furnishing:

READY MIX PORTLAND CEMENT CONCRETE

Said bids will be publicly opened and read aloud at **10:10 A.M.** on the **15th day of June, 2018** in the office of the City Clerk. All bids will remain on file in the office of the City Clerk.

At a later date, the Mayor and Board of Commissioners will meet to award the contract. All bids must be in accordance with the specifications on file in the office of the City Clerk, which are made a part thereof.

Bids received after the final time set for receipt of bids will not be considered and will be returned unopened.

No bid may be withdrawn after the scheduled closing time for receipt of bids for at least 60 days.

Specifications may be procured or examined without charge in the City Clerk's Office.

The City of Enid reserves the right to reject any and all bids and to waive informalities. Should the bidder be unable to meet or exceed the stated specifications, the bidder may submit a bid which best meets the City's specifications. The City may, at its option, award a contract to the bidder whose bid best satisfies the requirements contained within the specifications as determined by the City Commission.

Each bidder shall submit a bid on the enclosed form and attach complete description with his bid. Bid price shall be F.O.B. Enid, Oklahoma, with Oklahoma State, local and Federal tax included.

A completed and executed Business Relationships Affidavit and Non-Collision Affidavit shall accompany the sealed proposal of each bidder or bid may be rejected.

Should more than one proposal be submitted for the same receipt date, whether on the same item or different items, each proposal shall be enclosed in a separate envelope with proposal or bid sheet on top.

Bid envelope shall be plainly marked on the outside as follows:

READY MIX PORTLAND CEMENT CONCRETE

"ATTACHMENT"

MIX DESIGN AND PROPORTIONING

Bidder must submit a mix design for approval meeting the water/cement ratio and air content requirements of Section 701 of the ODOT Standards (current version).

<u>Item</u>	<u>Min. Cement Content*</u>	<u>Water/Cement Ratio</u>	<u>Air Content</u>
3000 PSI	470 lbs.	.48	6+/-1.5
3500 PSI	564 lbs.	.48	6+/-1.5
3500 PSI (H.E.S.)	611 lbs.	.44	6.5+/-1.5

*Cement Substitution: Cement substitution shall be made on a one to one basis by weight using flyash meeting the requirements of Section 702 of the ODOT Standards (current version) for up to 15% (20% from April through October).

A slump specification is not included. Mix designs shall include a note indicating range of slump that can be ordered for each mix without violating the above specifications.

SOLICITATION FOR BIDS
(Bid Notice)

Sealed bids will be received by the City of Enid, Oklahoma, a Municipal Corporation, at the office of the City Clerk of said City, located in the Dr. Martin Luther King, Jr. Municipal Complex, 401 W. Owen Garriott Road, P.O. Box 1768, Enid, Oklahoma, until 10:00 A.M. Local Time on the 15th day of June 2018, for furnishing:

**READY MIX PORTLAND CEMENT CONCRETE
CRUSHER RUN ROCK**

Said bids will be publicly opened and read aloud at 10:10 A.M. on the 15th day of June 2018, in the office of the City Clerk. All bids will remain on file in the office of the City Clerk.

At a later date, the Mayor and Board of Commissioners will meet to award the contract. All bids must be in accordance with the specifications on file in the office of the City Clerk which are made a part thereof.

Bids received after the final time set for receipt of bids will not be considered and will be returned unopened.

Specifications may be procured or examined without charge in the City Clerk's Office.

No bid may be withdrawn after the scheduled time for receipt of bids for at least sixty (60) days.

The City of Enid reserves the right to reject any and all bids and to waive informalities. Should the bidder be unable to meet or exceed the stated specifications, he may submit a bid which best meets the City's specifications. It may, at its option, award a contract to the bidder whose bid best satisfies the requirements contained within the specifications as determined by the City Commission.

Each bidder shall attach complete description with his bid. Bid shall be F.O.B. Enid, Oklahoma with Oklahoma State, local and Federal tax excluded.

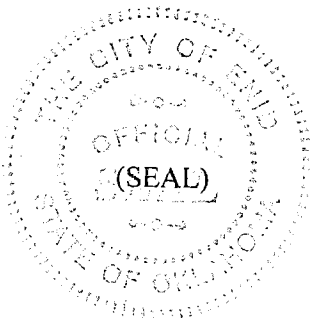
A completed and executed Business Relationships Affidavit and Non-Collusion Affidavit shall accompany the sealed bid of each bidder or bid may be rejected.

Should more than one bid be submitted for the same receipt date, whether on the same item or different items, each bid shall be enclosed in a separate envelope with proposal sheet on top.

DATED this 26th day of April 2018.

CITY OF ENID, OKLAHOMA

BY: *Alima K. Jack*
City Clerk



- NOTICE -

Bid envelope shall be plainly marked on the outside as follows:

READY MIX PORTLAND CEMENT CONCRETE

Please place Proposal Sheet on top when submitting bid.

Should more than one proposal be submitted for the same receipt date, whether on the same item or different items, each proposal shall be enclosed in a separate envelope.

The City may purchase approximately \$200,000.00 of the above material(s) through June 2019.

The above is for informational purposes only and is not necessarily representative of future purchases.

City Commission Meeting

7.11.

Meeting Date: 07/03/2018

Submitted By: Korina Crawford, Executive Assistant

SUBJECT:

APPROVE AGREEMENT BETWEEN ROGGOW CONSULTING, LLC AND THE CITY OF ENID.

BACKGROUND:

This Agreement is between Roggow Consulting, LLC and the City of Enid for legislative and lobbying services at the Oklahoma State Capital.

RECOMMENDATION:

Approve Agreement.

PRESENTER:

Jerald Gilbert, City Manager.

Attachments

Roggow Contract

AGREEMENT

THIS AGREEMENT, made by and between Roggow Consulting, LLC, an Oklahoma Limited Liability Company, hereinafter referred to as "Roggow," and the City of Enid, an Oklahoma Municipal Corporation, hereinafter referred to as "Client."

WITNESSETH:

WHEREAS, Roggow is interested in performing certain legislative monitoring, bill tracking, issues analysis, political intelligence gathering, representation, reporting and consulting services; and

WHEREAS, Client is interested in hiring Roggow for such services on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

1. **Monitoring, Bill Tracking, Analysis, and Intelligence Gathering Services:** Roggow agrees to provide Client with bill tracking reports on the status of the legislative issues affecting Client. These reports will be provided on an as needed basis when Oklahoma is in legislative session, and periodic when legislature is out of session. This service provides that Roggow will monitor the Oklahoma State Legislature closely with direct contact while the legislature is in session. Such monitoring shall include bill introduction, assignment to committees, action taken within the various committees, floor consideration by either or both chambers, and consideration by Governor. Roggow also agrees to monitor Federal legislation as it relates to potential funding to the client.
2. **Representation and Consulting Services:** Roggow agrees to represent the interest of Client before state and federal legislative and regulatory bodies, including state agencies, as designated by Client. Such state agencies will include, but not be limited to, the Department of Human Services, the Department of Environmental Quality, the Water Resources Board, the Department of Transportation, and the Aeronautics Commission. Roggow will regularly attend monthly meetings of the aforementioned agencies and report issues of interest to the City Manager promptly. Roggow will especially monitor and report on anything impacting the Greer Center or the Northern Oklahoma Resource Center (NORCE) campus to the City Manager and to the City Commission during regular Commission updates. He will also coordinate his efforts with the Oklahoma Municipal League (OML). Roggow also agrees to provide Client with consulting services incidental to such representational services for the Client.
3. **Reporting:** Roggow agrees to update the City Manager weekly via telephone updates, emails, or in person. Roggow will update the City Commission a minimum of five times throughout the year. Roggow will meet in February before or near the beginning of the legislative session, once in March and April with a summary of the legislative session in

June. Roggow will also meet with the City Commission in October to discuss interim legislative work and upcoming legislative topics.

4. **Conflict of Interest:** Roggow agrees to advise Client of any potential conflict of interest which may arise between an issue Roggow may carry for another client and client issues. Potential conflicts of interest may include but are not limited to anything that opposes the City's position on municipal issues, including those regarding the preservation and protection of Vance Air Force Base. An issue that may potentially impact the preservation and protection of Vance Air Force Base includes any issue that may be impactful in a possible future Base Alignment and Closure (BRAC) round. These items include but are not limited to training, military value, airspace encroachment or any other criteria that may be used.
5. **Compensation:** Compensation for Roggow will be Forty-Eight Thousand Dollars (\$48,000.00), to be paid in twelve (12) monthly installments of Four Thousand Dollars (\$4,000.00). Compensation is not contingent on the passage or defeat of any legislation or the approval or veto of any legislation by the Governor as stated by the rules governing the Ethics Commission. Compensation will be for the services hereinabove described in Sections 1 through 3 and checks for this service may be issued on the last day of each month and shall be made payable to Roggow Consulting, LLC.
6. **Expenses:** Client shall reimburse Roggow for normal and direct expenses related to activities which Client requests Roggow to perform which are outside of the normal and expected responsibilities outlined in Sections 1 and 2. Roggow will submit itemized invoices to Client for all expenses, accompanied by appropriate, supporting documentation for the expenses. Client shall reimburse Roggow for approved expenses within 30 days of Client's receipt of invoices.
7. **Term:** This Agreement shall commence as of July 1, 2018, and shall continue until June 30, 2019.
8. **Compliance with Applicable Laws:** In performing the services to be performed hereunder, Roggow shall comply with all applicable federal, state, and local laws, rules, and regulations related to the performance of its duties hereunder, including any laws relating to his registration as a lobbyist for Client.
9. **Independent Contractor Status:** Roggow is a separate legal entity, subject to direction and control by its board of directors, and the parties make this contract accordingly. All persons working for Roggow under this contract shall be employees of Roggow and shall not be considered employees of the Client for any purpose. The hiring, discharge, supervision, and management of the employees of Roggow who provide services under this contract, including, but not limited to, the determination from time to time of the qualifications of such employees who are required to perform the duties of Roggow, 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 Roggow hereunder shall be within the sole direction of Roggow.

10. **Authority:** Neither by this contract, nor by its business dealings with Roggow does the Client delegate any authority to Roggow to make decisions for the Client. Roggow has no authority to obligate the Client.
11. **Condition of Termination:** Unless otherwise provided herein or agreed to in writing by Roggow and Client, this Agreement shall terminate on the occurrence of any of the following events:
- a. The death of Curt Roggow of Roggow Consulting, LLC; or
 - b. The loss or suspension of the right of Curt Roggow or Roggow Consulting, LLC to represent Client as a registered lobbyist at the State Legislature.
 - c. At any time with thirty (30) days' written notice to Roggow.
12. **Notices:** Whenever the giving of any notice concerning this Agreement becomes necessary, it may be delivered to the parties at the following addresses:
- Client: The City of Enid
 401 W. Owen K. Garriott Road
 Enid, OK 73701
- Roggow Roggow Consulting, LLC
 207 E. Jett Avenue
 Hillsdale, OK 73743
13. **Interpretation of Law:** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Oklahoma.
14. **Choice of Law:** Any action or proceeding initiated 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.
15. **Assignment:** Neither party shall assign this Contract or any interest herein without the express, written consent of the other party.
16. **Construction:** Captions and other headings contained in this Contract are for reference and identification purposes only and in no way alter, modify, amend, limit, or restrict the contractual obligations of the parties hereto.
17. **Integration and Amendments:** This Contract constitutes the entire agreement between the parties and may not be amended, altered, modified or changed in any way except in writing signed by all parties to this contract and which specifically references this contract. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this contract. 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 Agreement. 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.

18. **Binding Effect**: This Contract binds the parties and any successors and assigns of the parties.
19. **Severability**: If any one or more of the sections, sentences, clauses, or parts of this Contract, be held invalid for any reasons, the invalidity of such section, sentence, clause, or part shall not affect or prejudice in any way the applicability and validity of any other provision of this Contract.
20. **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.

IN WITNESS WHEREOF the parties have executed this Agreement the date last listed below.

Date Signed: _____

“Client”
City of Enid,
an Oklahoma Municipal Corporation

William E. Shewey, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

Approved as to form and legality:

Carol Lahman, City Attorney

“Roggow”
Roggow Consulting, LLC,
an Oklahoma Limited Liability Company

Curt Roggow

City Commission Meeting

7.12.

Meeting Date: 07/03/2018

Submitted By: Korina Crawford, Executive Assistant

SUBJECT:

APPROVE BILLBOARD AND UPGRADE AGREEMENT BETWEEN THE CITY OF ENID AND FAIRWAY OUTDOOR ADVERTISING.

BACKGROUND:

This is a companion item to item 6.1. This agreement allows Fairway to convert one of its existing billboards to a digital format consistent with the standards provided for in paragraph four of the agreement. The standards require that the images must display for a minimum of six seconds with no fade, dissolve or swipe effects. They also require the LED units adjust to ambient light conditions via a sensor; and, the brightness standard uses footcandles for measurement.

In exchange for this digital conversion, Fairway will remove the existing billboard located at the SE corner of Garriott and Cleveland within one hundred twenty days. Fairway's billboard lease does not run out until 2022. The removal of the billboard will enhance the development potential of the property owned by the City of Enid in Lahoma Courts.

RECOMMENDATION:

Approve the agreement.

PRESENTER:

Jerald Gilbert, City Manager.

Attachments

Billboard Removal and Upgrade Agreement

BILLBOARD REMOVAL AND UPGRADE AGREEMENT

This agreement is made between and among the City of Enid, Oklahoma, an Oklahoma Municipal Corporation (“City”) and Fairway Outdoor Advertising (“Fairway”).

RECITALS

WHEREAS, the City of Enid purchased property in Lahoma Courts that was encumbered with an extended Billboard Lease with Fairway; and,

WHEREAS, the City of Enid wants to market and develop the property prior to the termination of the Billboard Lease in 2022; and,

WHEREAS, Fairway seeks to upgrade an existing billboard at a location within Enid that is consistent with the specifications contained in this agreement.

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

1. Fairway will remove, within 120 days from the execution of this agreement, the billboard and its base from Lahoma Courts.
2. The City authorizes and consents to Fairway’s conversion of one of Fairway’s existing billboards in Enid to a digital format consistent with the standards in paragraph four of the agreement. Provided Fairway has complied with the terms of this agreement, the City covenants and agrees to issue any and all permits or permissions necessary for Fairway to perform the conversion in a timely manner, and further covenants and agrees to allow Fairway to make such improvements and upgrades to the structure of the existing billboard that Fairway desires to convert as may be necessary for public safety and viewing.
3. This agreement is made pursuant to Enid Municipal Code § 11-15-9 (D)(1) which provides that a sign not in compliance with the Code may be approved by the City through its Mayor and Board of Commissioners in furtherance of the City’s economic development goals and objectives.
4. The digital billboard must comply with the following standards:
 - a. The sign must meet the federal, state and local regulations as to placement and maintenance.
 - b. The images must display for a minimum of six seconds and the images must change instantaneously with no fade, dissolve or swipe effects.

- c. The sign shall not include any moving parts.
- d. The LED units must adjust to ambient light conditions via a sensor.
- e. The illumination of a Digital Off-Premise Sign shall not exceed a brightness level of 0.3 footcandles above ambient light, as measured using a footcandle meter at the following pre-set distances from the base of the sign structure:

300-375 square feet sign face.....150 feet;
376-475 square feet sign face.....200 feet; and
476-672 square feet sign face.....250 feet.

- 5. Default. Under this agreement, default occurs when either party fails to keep, observe, or perform any material agreement, term, or provision of this agreement to be kept, observed, or performed by it and such conduct continues for a period of thirty (30) days after written notice thereof by the other party.
- 6. Remedies. In the event of any default in or breach of any terms or conditions of this agreement by any party, or any successor, the defaulting or breaching party shall, upon written notice from the other party, proceed immediately to cure or remedy such default or breach, and shall in any event, within thirty (30) days after receipt of notice, commence to cure or remedy such default. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable, in its opinion, to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the defaulting or breaching party.
- 7. Interpretation and Choice of Law. This agreement 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. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this agreement may be brought against any of the parties in the courts of the State of Oklahoma, County of Garfield.
- 8. Counterparts. This agreement may be executed in any number of counterparts, and when each party has signed and delivered to the other at least one (1) such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one (1) agreement; provided, however, this agreement shall not be binding upon the parties hereto until signed by both parties.
- 9. Severability. In the event that any term or provision of this agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent the remainder can be given effect without the invalid provision.

10. Assignment. Neither party shall assign this agreement, or any interest herein, without the express, written consent of the other party.
11. Binding Effect. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. In the event of the transfer of the Property, the assignee shall be entitled to succeed to the full rights and benefits, as well as obligations, of this agreement.
12. 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 agreement on the ground of race, color, age, sex, handicap, or national origin; and (2) that, in carrying out the terms and conditions of this Agreement, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or national origin.
13. Compliance. The Company shall conduct its business under the terms of this agreement 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 agreement. Neither party to this agreement shall perform or approve any act, or cause a third-party to perform or approve any act, that would frustrate the purposes of this agreement, or cause a party to lose the benefits granted herein, in whole or in part. Further, the City covenants and agrees that it shall not permit or allow any other digital billboard installations unless and until the City amends its Ordinance to provide for such installations or unless the City is ordered to do so by a court of competent jurisdiction.
14. Notices. Any notice, request or demand provided for in this agreement shall be deemed to have been sent when the notice has been delivered by personal delivery, overnight mail or delivery service, facsimile or deposited in the United States mail, registered or certified, with postage thereon prepaid to the addresses as set forth below:

To the City: The City of Enid, Oklahoma
 P.O. Box 1768
 Enid, Oklahoma 73702
 Jerald Gilbert, City Manager

To Fairway: Fairway Outdoor Advertising
 2931 Texoma Drive
 Dennison, TX 75020
 Ryan Zaloudik, Real Estate Manager

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

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

16. Governmental Tort Claims Act. By entering into this agreement, City, and “employees” of the City, 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 have executed this instrument effective the day and year last written below.

(SEPARATE SIGNATURE PAGES FOLLOW)

SEPARATE SIGNATURE PAGE OF THE CITY

Date: _____

“CITY”
The City of Enid,
An Oklahoma Municipal Corporation

William E. Shewey, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

Approved as to Form and Legality:

Carol Lahman, City Attorney

SEPARATE SIGNATURE PAGE OF FAIRWAY OUTDOOR ADVERTISING, LLC

Date: _____

“Fairway”
Fairway Outdoor Advertising

Signature

Printed Name and Title

WITNESSED:

Signature

Printed Name and Title

City Commission Meeting

10.1.

Meeting Date: 07/03/2018

Submitted By: Erin Crawford, Chief Financial Officer

SUBJECT:

CONSIDER A RESOLUTION AMENDING THE 2018-2019 FISCAL FINANCIAL PLAN FOR THE ENID MUNICIPAL AUTHORITY IN THE AMOUNT OF \$650,000.00.

BACKGROUND:

The Enid Municipal Authority (EMA) is in the process of purchasing water rights. The purchase of the water rights was not included in the adopted EMA fiscal financial plan the current fiscal year. Sufficient funds are available from the EMA fund balance to support this amendment.

RECOMMENDATION:

Approve resolution.

PRESENTER:

Jennifer Smith, Accounting Manager.

Fiscal Impact

Budgeted Y/N: N

Amount: \$650,000.00

Funding Source:

Enid Municipal Authority Fund Balance

Attachments

Resolution

RESOLUTION

A RESOLUTION INCREASING THE 2018-2019 FISCAL FINANCIAL PLAN FOR THE ENID MUNICIPAL AUTHORITY IN THE AMOUNT OF \$650,000.00.

WHEREAS, the Enid Municipal Authority is in the process of purchasing water rights; and

WHEREAS, the Enid Municipal Authority is anticipated to spend up to \$650,000.00 to purchase water rights; and

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

AND NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND BOARD OF TRUSTEES OF THE ENID MUNICIPAL AUTHORITY THAT THE **AUTHORITY'S** 2018-2019 FISCAL FINANCIAL PLAN BE AMENDED TO INCREASE THE ENID MUNICIPAL AUTHORITY DEPARTMENT LISTED BELOW:

FUND 31 ENID MUNICIPAL AUTHORITY	
Operations 31-315-4413	\$650,000.00

Adopted this 3rd day of July 2018.

Chairman

(Seal)

ATTEST:

Secretary

City Commission Meeting

10.2.

Meeting Date: 07/03/2018

Submitted By: Andrea Mauser, Administrative Assistant

SUBJECT:

APPROVE AN AGREEMENT WITH UNITED ENGINES COMPANY, OKLAHOMA CITY, OKLAHOMA TO LEASE THREE COMPACTOR TRASH TRUCKS FOR THE SOLID WASTE DEPARTMENT FOR UP TO THREE YEARS IN THE AMOUNT OF \$832,164.00.

BACKGROUND:

It is the staff's intent to lease three eject style refuse compactor trucks for the Solid Waste Department. The lease includes a 3 year buy back option at the end of the 3 year lease which is an Oklahoma State Contract SW191. Leasing is recommended based on an aging fleet of trash trucks, due to breakdowns and maintenance of older trucks. Leasing new trash trucks will ensure trash collection schedules remain the same and are dependable.

Vehicle	Type	State Contract Purchase Price	Buyback Price	Monthly Lease Payment	Total Lease Payments over 36 Months
1	2019 Mack LR 64R/Heil DPF Python 28 yard eject style refuse compactor bodies	\$277,388.00	\$127,223.00	4,837.01	174,132.48
2	2019 Mack LR 64R/Heil DPF Python 28 yard eject style refuse compactor bodies	\$277,388.00	\$127,223.00	4,837.01	174,132.48
3	2019 Mack LR 64R/Heil DPF Python 28 yard eject style refuse compactor bodies	\$277,388.00	\$127,223.00	4,837.01	174,132.48
	Total:	\$832,164.00	\$381,699.00	\$14,511.03	522,397.44

RECOMMENDATION:

Award lease agreement with United Engines and authorize the Mayor to execute all contract documents after review by the City Attorney.

PRESENTER:

Louis Mintz, Director of Public Utilities

Fiscal Impact

Budgeted Y/N: Y

Amount: \$174,300.00

Funding Source:

Enid Municipal Authority

Attachments

Monthly Payment Plan
Compactor Description
Compactor Picture
State Purchase Contract
Lease Agreement
State Contract 2

Enid Municipal Authority

Rate: 3.860 %

	Event	Date	Amount	Number	Period	End Date
1	Lease	06/15/2018	832,563.00	1		
2	Lease Payment	07/15/2018	14,511.04	36	Monthly	06/15/2021
3	Residual	06/15/2021	381,699.00	1	Monthly	

	Date	Lease Payment	Residual	Interest	Principal	Balance
Lease	06/15/2018					832,563.00
1	07/15/2018	14,511.04		2,678.08	11,832.96	820,730.04
2	08/15/2018	14,511.04		2,640.01	11,871.03	808,859.01
3	09/15/2018	14,511.04		2,601.83	11,909.21	796,949.80
4	10/15/2018	14,511.04		2,563.52	11,947.52	785,002.28
5	11/15/2018	14,511.04		2,525.09	11,985.95	773,016.33
6	12/15/2018	14,511.04		2,486.54	12,024.50	760,991.83
2018 Totals		87,066.24	0.00	15,495.07	71,571.17	
7	01/15/2019	14,511.04		2,447.86	12,063.18	748,928.65
8	02/15/2019	14,511.04		2,409.05	12,101.99	736,826.66
9	03/15/2019	14,511.04		2,370.13	12,140.91	724,685.75
10	04/15/2019	14,511.04		2,331.07	12,179.97	712,505.78
11	05/15/2019	14,511.04		2,291.89	12,219.15	700,286.63
12	06/15/2019	14,511.04		2,252.59	12,258.45	688,028.18
13	07/15/2019	14,511.04		2,213.16	12,297.88	675,730.30
14	08/15/2019	14,511.04		2,173.60	12,337.44	663,392.86
15	09/15/2019	14,511.04		2,133.91	12,377.13	651,015.73

16	10/15/2019	14,511.04		2,094.10	12,416.94	638,598.79
17	11/15/2019	14,511.04		2,054.16	12,456.88	626,141.91
18	12/15/2019	14,511.04		2,014.09	12,496.95	613,644.96
2019 Totals		174,132.48	0.00	26,785.61	147,346.87	
19	01/15/2020	14,511.04		1,973.89	12,537.15	601,107.81
20	02/15/2020	14,511.04		1,933.56	12,577.48	588,530.33
21	03/15/2020	14,511.04		1,893.11	12,617.93	575,912.40
22	04/15/2020	14,511.04		1,852.52	12,658.52	563,253.88
23	05/15/2020	14,511.04		1,811.80	12,699.24	550,554.64
24	06/15/2020	14,511.04		1,770.95	12,740.09	537,814.55
25	07/15/2020	14,511.04		1,729.97	12,781.07	525,033.48
26	08/15/2020	14,511.04		1,688.86	12,822.18	512,211.30
27	09/15/2020	14,511.04		1,647.61	12,863.43	499,347.87
28	10/15/2020	14,511.04		1,606.24	12,904.80	486,443.07
29	11/15/2020	14,511.04		1,564.73	12,946.31	473,496.76
30	12/15/2020	14,511.04		1,523.08	12,987.96	460,508.80
2020 Totals		174,132.48	0.00	20,996.32	153,136.16	
31	01/15/2021	14,511.04		1,481.30	13,029.74	447,479.06
32	02/15/2021	14,511.04		1,439.39	13,071.65	434,407.41
33	03/15/2021	14,511.04		1,397.34	13,113.70	421,293.71
34	04/15/2021	14,511.04		1,355.16	13,155.88	408,137.83
35	05/15/2021	14,511.04		1,312.84	13,198.20	394,939.63
36	06/15/2021	14,511.04		1,270.39	13,240.65	381,698.98
Residual	06/15/2021		381,699.00	0.02	381,698.98	0.00
2021 Totals		87,066.24	381,699.00	8,256.44	460,508.80	
Grand Totals		522,397.44	381,699.00	71,533.44	832,563.00	



Date 11/8/2017
Quote no. WE2017000108C540
Your ref.

HEIL ENVIRONMENTAL IND
2030 HAMILTON PLACE BLVD STE 500
CHATTANOOGA 37421-6000
TN

Technical Specification

LR 64R

CUSTOMER/VEHICLE INFO

2019 MODEL YEAR
DEALER FLEET WITH LESS THAN 25 VEHICLES IN OWN FLEET OF ANY VEHICLE BRAND
2019A Pricebook
LR 64R DAYCAB
COMMERCIAL
ALL 50 STATES, CARB ENGINE EMISSION (US17)
ENGLISH
CLASS C ON/OFF HIGHWAY
REFUSE AUTOMATIC SIDE LOADER TRUCK
NORMAL HIGHWAY, STARTING GRADES<12%
GRAVEL LOADING AND / OR UNLOADING SURFACE
REFUSE / LANDFILL OPERATION

APPLICATION PACKAGES

NO PILOT REQUESTED

ENGINE/TRANSMISSIONS

MP7-325M MACK 325HP @ 1400-1900 RPM (PEAK) 2100 RPM (GOV) 1260 LB-FT, US'17
4500 RDS 6 SP-ALLISON RUGGED DUTY SERIES GEN 5 W/PROGNOSTICS
ALLISON VOC PKG# 183 RDS REFUSE WITH AUTO-NEUTRAL, RDCI

EXHAUST/EMISSIONS

CLEARTECH VV DPF VERTICAL LH SIDE BACK OF CAB W/SCR VERT RH SIDE BOC
SINGLE VERTICAL RIGHT SIDE OUTBOARD MOUNTED STRAIGHT EXH STACK PLAIN END,
SIDE OUTLET DIFFUSER
W/O VERT EXH-BRIGHT FINISH
W/O DPF REGENERATION CONTROL SWITCH
EXHAUST AFTER-TREATMENT SYSTEM DIESEL PARTIC FILTER CERAMIC PASSIVE
REGEN
6.6 GALLON (25 L) 22" DIAMETER TANK LEFT SIDE MTD



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* EMISSION OBD, DISPLAY ONLY, USA2018

ENGINE EQUIPMENT

MERITOR/WABCO 636 (37.4 CFM)
13" (330 mm) DIAMETER BEHIND CAB W/SNORKEL, SINGLE ELEMENT DRY TYPE
DELCO 12V 160A (24SI)
(3) MACK 12V 650/1950 CCA THREADED STUD TYPE
CHEVRON EXTENDED LIFE COOLANT W/O NITRITES(50/50 MIX DYED RED) TO -34DEG
W/O BUG SCREEN/WINTER FRONT
W/O AUXILIARY COOLING
SPIN ON CANISTER W/O CHEMICAL FOR USE W/TEXACO EXTENDED LIFE COOLANT ONLY
120V 1500 WATT ENGINE BLOCK HEATER
ENGINE BLOCK HEATER RECEPTACLE, BASIC LOCATION
BEHR FAN AND ELECTRONIC MODULATING VISCOUS FAN DRIVE
MACK MP7 POWERLEASH
MACK W/MANUAL DRAIN VALVE (INTEGRAL W/PRIMARY FUEL FILTER)
WITHOUT AUXILLIARY FUEL HEATING
W/O FUEL HEATER
WITHOUT NATURAL GAS FUEL LEAK DETECTOR
SILICONE RADIATOR AND HEATER HOSES
12 VOLT DELCO 39MT-MXT
OIL PAN
PLASTIC COATED CABLE, MOUNTED FRONT OF EACH BATTERY BOX LENGTH TO ALLOW COVER TO SET ON GROUND
W/O OIL PAN HEATER
W/O ENGINE COLD START AID
SINGLE BOX (3) BATTERY MAX PERP. TO FRAME 11" FROM NTOF
MOLDED PLASTIC
FLAMING RIVER BIG SWITCH WIRED TO POSITIVE SIDE
WITHOUT BATTERY SHOCK PADS
W/O EMERGENCY STARTING RECEPT.
INCREASE 10 MINUTE MAXIMUM TIME

CLUTCH/TRANS EQUIPMENT

MERITOR 176 MXL "XTENDED LUBE"
FURNISH TC541 FOR USE W/ALLISON (HD) SERIES WORLD TRANSMISSION
TRANSYND SYNTHETIC LUBE FOR ALLISON TRANS
FURNISH FOR ALLISON TRANSMISSION W/DIRECT MOUNT COOLER
WITHOUT DRIVESHAFT GUARD FOR CENTER BEARING
HALF-ROUND UNIVERSAL JOINT
PROPELLER SHAFT MAIN, UNIVERSAL JOINT HALF-ROUND TYPE



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MERITOR 17 MXL "XTENDED LUBE"

* WITHOUT TRANSMISSION OIL MONITORING, REMOTE FITTING
ENGINE SMART TORQUE FEATURE, DISABLED
TRANS. PROTECTION, ENGINE SHUT DOWN (HIGH TEMP.)

FRONT AXLE EQUIPMENT

20000# (9072kg) MACK FXL20 WIDE PIVOT CENTER STRAIGHT SPINDLE/UNITIZED
BEARINGS

MERITOR "S" CAM TYPE 16.5" x 6" Q+

BRAKE LINING MATERIAL FRONT, MERITOR / R403

CAST IRON BRAKEDRUM, FRONT AXLE

FURNISH

FERROUS

DOUBLE ACTING TYPE

HALDEX - AUTOMATIC

MACK MULTILEAF 20000# (9072kg) GROUND LOAD RATING

STATIC LOAD CUSHIONS

M100P PLUS RIGHT SIDE ASSIST CYLINDER

FRONT BRAKE CHAMBER MANUFACTURER, MGM

FRONT BRAKE CHAMBER 30SQ INCHES (SERVICE)

REAR AXLE EQUIPMENT

W/O WIDE TRACK AXLE OPTION

ABEX 931-162 (MERITOR R301)(REAR EACH AXLE 23,000LBS MAX)

HALDEX - AUTOMATIC

46000# (20866kg) MACK S462 CAST DUCTILE IRON HOUSING

SS462 MACK MULTILEAF (CAMELBACK) 46000# - EXTRA THICK SPRING THICKNESS

W/O AIR SUSP HEIGHT CONTROL

CRDP150/151

5.04 RATIO

MERITOR "S" CAM 16.5"x7" (419x178 mm) Q+

CAST IRON BRAKE DRUMS

OMIT

W/O LUBE PUMP AND FILTER

FERROUS

STEMCO (VOYAGER)

POWER DIVIDER LOCKOUT, W/BUZZER & LIGHT

W/O REAR SHOCK ABSORBERS

FACTORY OPTION LUBE - REAR AXLE

URETHANE SHOCK INSULATORS, HEAVY DUTY, HIGHLY RECOMMENDED W/SS582 &
SS652 REAR SUSP

MGM MODEL TR-T; TAMPER-RESISTANT BRAKE CHAMBERS



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REAR SPRING BRAKE CHAMBERS 30/30 TYPE
50" AXLE SPACING (BOGIE WHEELBASE)
DRIVER CONTROLLED INTER WHEEL DIFFERENTIAL LOCK ALL RR AXLES, MANUAL AIR
VALVE W/WARNING LIGHT.
TRANSVERSE TORQUE ROD (REAR AXLE ONLY)
BRONZE
STANDARD REAR AXLE SPINDLE NUTS
4S/4M SYSTEM REAR WHEEL END SENSORS
W/O BRAKE DIAPHRAGM OPTION
BENDIX WITHOUT TRACTION CONTROL

PUSHER/TAG AXLE EQUIPMENT

WITHOUT AUX AXLE WHEELS
WITHOUT AUXILIARY AXLE TIRES & WHEELS

FRAME EQUIPMENT/FUEL TANKS

STEEL-3/8" X 13 3/8" X 3 1/4" (CLASS 8)
210"
112"
FULL INSIDE REINFORCEMENT, STEEL 1/4" 6.35
12" FRONT FENDER MOUNTED
FLUSH-PAINTED STEEL
STEEL 1/2" PL BOLTED BOC & INTERMDT 1/8" BELOW TOP OF RAIL
1/2" PLATE (ONE) BACK TO BACK
WITHOUT CROSSMEMBER, BOGIE
FURNISH STANDARD STEEL CLOSING REAR CROSSMEMBER
W/O FRAME RAIL CLEARANCE
SKID PLATE UNDER BUMPER AND RADIATOR
CENTER TOW CAPABILITY BASED ON BUMPER SELECTION
WITHOUT TOWING DEVICES ,REAR
70 GALLON (265 L) STEEL, 26"x24" RECTANGULAR
OMIT RH STANDARD
W/O FRONT FRAME EXTENSION
AEROQUIP FIRE RESISTANT HOSE
LOCATE BEHIND LH RAIL- 5" BELOW TOP OF RAIL
W/O BRIGHT FINISH FUEL TANKS
FOR LH FUEL TANK INCLUDES SUMP

AIR/BRAKE

W/O INCREASED AIR RESERVOIR CAPACITY
BODYBUILDER AIR LINES (SEVEN 1/4" AIR LINES FOR USE W/PNEUMATIC JOYSTICKS)
WABCO AIR DR,1800P W/O TURBO CUT OFF VALVE,W/COALESC OIL FILTER



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W/O RELOCATION OPTION
STEEL

AUTO DRAIN VALVE, HEATED ON SUPPLY TANK, MANUAL (PETCOCK) ON ALL OTHER
TANKS

W/O WORK BRAKE

SINGLE VALVE SYSTEM

WITHOUT CUSTOMER SPECIFIED CHASSIS PACKAGING

ELECTRICAL

WITH PARKING BRAKE LIGHTING

ENGINE RUNNING ACTIVATED

PRECO, MODEL 1059

COMPUTER AND 2-WAY RADIO DEDICATED CIRCUIT

ALL CIRCUITS FUSE/BREAKER PROTECTED

HEADLAMP BULB TYPE, HALOGEN

INCANDESCENT TAIL LAMPS

W/O PWR TERMINAL-STROBE LIGHT OPTION

HEADLAMP PROTECTION

FRONT AND SIDE DIRECTION IND & MARKER, LED TYPE

TRAILER CONNECTIONS

FURNISH ON OR NEAR BATTERY BOX (LIGHT ON IN RUN POSITION)

PTO/SPECIALTY EQUIPMENT

WITHOUT ADDITIONAL ELECTRICAL SCHEMATIC

FURNISH PUMP MTG PROVISIONS - INCLUDE WIRING, SWITCHES, AND INDICATORS AS
REQUIRED

WITHOUT PROP SHAFT FROM MAIN TO AUX TRANSMISSION

CERTIFIED WEIGHT

W/O RUST PREVENTATIVE OPTION

FURNISH DRILLINGS ONLY TIE DOWN BRKTS 173"WBNO FRAME MODIFICATIONS
PROVIDED

EL PREP KIT, REFUSE (NO PASS THRU, 9 & 29 PIN BOC), CTRL LINK2

1350 SERIES FLANGE (DOES NOT INCLUDE FRONT FRAME EXTENSION)

WITHOUT PTO ENGINE REAR

W/O REAR MTD PTO

W/O SPECIAL DECALS

CAB (A THRU G)

R.H. & L.H. SIT DOWN DRIVING POSITION, EXTENDED CAB VERSION

FLOOR MAT, RUBBER

GRADUATED LOCK UP (AIR CLEANER INTAKE MOUNTED)

LOCATED IN STD LOCATION



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W/O REAR VIEW CAMERA PREP KIT
BASIC FUEL LEVEL SENDER MOUNTED ON L.H TANK
FURNISH STANDARD (2) STEP CAB ACCESS OPTION
U.S. UNITS (PREDOMINANT)
TRANSMISSION GAUGE AND TRANS. OIL HIGH TEMPERATURE LIGHT
W/O EXHAUST PYROMETER GAUGE
WITHOUT GEAR SHIFT INHIBITOR
BLACK, EXTENDED CAB VERSION
AM/FM PREMIUM STEREO, CD-PLAYER, MP3, WEATHERBAND, HANDSFREE INTERFACE,
BLUETOOTH
RADIO ANTENNA, CH STYLE COWL MOUNTED ON LH SIDE
W/O AUTO RADIO SHUTOFF OPTION
W/O ROOF MTD LAMP OPTION
WITHOUT AUXILIARY GAUGES
W/O FIRE EXTINGUISHER OPTION
W/O CAB FAN, AUX AIR CIRC OPTION
W/O CAB POWER OUTLET
EMBLEMS OPTION, COMPLETE
STD HEATER
MACK INTEGRAL W/HEATER (COMBO HEATER/AIR CONIDITIONER UNIT) W/R134a
REFRIGERANT
LH & RH FRONT HINGED DOORS W/POWER WINDOWS BOTH SIDES
W/O RH DOOR PEEP WINDOW AND W/O LH DOOR VENT
CAB CORNER PROTECTION, FRONT
W/O MANIFOLD PRESSURE GAUGE

CAB (H THRU R)

(1) TWIN-UNDER CAB TRUMPET W/DUAL LANYARD CONTROL
SINGLE TONE
LED TYPE ROOF MARKER
CHASSIS KEYED AT RANDOM - 2 KEYS
LH & RH ELECTRIC HEATED & OPERATED, W/O MEMORY
BLACK SQUARE HEATED CONVEX MIRROR - (except on bi-fold doors)
W/O OPTIONAL VISIBILITY MIRROR
W/O PERSONALIZED OPTION
W/O ROOF VENT VENTILATION
W/O OPTIONAL HOOD INSULATION
W/O REAR STORAGE POUCH
WITHOUT OVERHEAD SWITCH PANEL

CAB (S THRU Z)

WITHOUT EXTERIOR SUNVISOR



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W/O INDEPENDENT ENGINE HOURMETER
BOSTROM TALLADEGA 910 (MID-BACK) AIR SUSPENSION
OMIT RIDER SEAT
ALL CLOTH, BLACK, DRIVER SEATS
LAP & SHOULDER BELTS FOR (2) DRIVER SEATS, TO BE ORANGE IN COLOR
STEERING COLUMN, ADJUSTABLE TILT TELESCOPE
TWO SPOKE URETHANE GRIP CHARCOAL SPOKES
MANUAL CANCELLING TURN SIGNALS
FURNISH WINDSHIELD PROTECTOR
W/O WINDSHIELD WASHER OPTION
BOTH SIDES

WHEELS & TIRES

LOW ROLLING RESISTANCE, BETTER FUEL ECONOMY
ADVANCED LOW ROLLING RESISTANCE, BEST FUEL ECONOMY
TWO FRONT TIRES & WHEELS
EIGHT REAR AXLE TIRES & WHEELS
* DRIVE WHEEL STUDS LONGER LENGTH
315/80R22.5 L BRIDGESTONE M860A (ALL POSITIONS)
22.5x9.00 ALCOA ULTRA ONE ALUM DISC 10-HP; 11.25" BC, 5.96" INSET
POLISHED ALUMINUM DISC OUTSIDE SURFACE ONLY
W/O FRONT WHEEL NUT OPTION
PROVIDE STANDARD VALVE STEMS AND CAPS
TIRE SPEED LIMIT BASIC
* 315/80R22.5 L BRIDGESTONE M860A (ALL POSITIONS)
* 22.5x9.00 ALCOA ULTRA ONE ALUM DISC 10-HP, 11.25" BC, 6.94" OFFSET
* POLISHED ALUMINUM DISC - ALL WHEELS - CONCAVE SIDE DUAL
W/O SPARE WHEEL W/TIRE
WHEEL NUT BASIC FINISH, REAR

COMMUNICATION SYSTEMS

REMOTE DIAGNOSTIC SERVICES, ENABLED
GUARDDOG CONNECT WITH 4G/LTE AND WLAN SYSTEM WITH DIAGNOSTIC SERVICES
DIAGNOSTICS DISPLAY IN CLUSTER, BASIC
REMOTE SOFTWARE UPGRADE ENABLED

VEHICLE ELECTRONICS

WITHOUT CUSTOMER UNIQUE VEHICLE PARAMETERS
MIN CRUISE, 32 KPH (20 MPH)
WITHOUT 1ST RATIO FOR REDUCED HIGH IDLE
AMBIENT TEMP MIN TRESHOLD, 10 DEG C, (50 DEG F)
AMBIENT TEMP MAX TRESHOLD, 27 DEG C, (80 DEG F)



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WITHOUT COOLANT LEVEL ENGINE SHUTDOWN
WITH CRUISE CONTROL
MAX CRUISE, 105 KPH (65 MPH)
DETECTION OF SPEED SENSOR TAMPERING, ENABLE
WITHOUT DRL OVERRIDE SPEED THRESHOLD
WITHOUT DAYTIME RUNNING LAMP OVERRIDE SW
WITHOUT ELECTRONIC HAND THROTTLE ACCEL "BUMP-UP"
WITHOUT ELECTRONIC HAND THROTTLE DECEL "BUMP-DOWN"
WITHOUT ELECTRONIC HAND THROTTLE HOLD
WITHOUT ELECTRONIC HAND THROTTLE, JUMP TO MIN. ENGINE SPEED
ELECTRONIC HAND THROTTLE, MAX ENGINE SPEED, 2100 RPM
ELECTRONIC HAND THROTTLE, MIN ENGINE SPEED, 700 RPM
WITHOUT ELECTRONIC HAND THROTTLE, SINGLE SPEED SETTING
ELECTRONIC HAND THROTTLE, MAX ROAD SPEED, 16 KMH (10 MPH)
WITHOUT ELECTRONIC HAND THROTTLE, SINGLE SPEED CONTROL
ELECTRONIC HAND THROTTLE, SPEED RAMP RATE, 100 RPM/SEC
ENG BRK ENGAGE IN CRUISE, 3 MPH, ABOVE SET SPEED
WITHOUT ENG FAN CONTROL, A/C ON, TIME SETTING
WITHOUT ENG FAN CONTROL, STATIONARY VEHICLE
ENG TORQUE LIMITED TO 50%, IF SPEED SENSOR TAMPER DETECTED
WITHOUT ENG FAN CONTROL, MOVING VEHICLE, TIME SETTING
WITHOUT ENGINE IDLE ADJUST
IDLE CONTROL, 650 RPM
ENGINE IDLE COOLDOWN, DISABLE
ENGINE IDLE DELAY TO START LOG, 2 MIN
IDLE SHUTDOWN TIME 10 MIN.
ENGINE OVERSPEED, ALL CONDITIONS, TIME LOG IF ABOVE 2200 RPM
ENGINE OVERSPEED, FUELED, TIME LOG IF ABOVE 2100 RPM
ENGINE PROTECTION (SHUTDOWN)
WITHOUT FAN ENGAGEMENT DUE TO PTO
WITHOUT ENGINE HIGH IDLE SPEED IN UPPER GEARS
OIL PRESSURE, ENGINE SHUTDOWN
COOLANT TEMP, ENGINE SHUTDOWN
IDLE SHUTDOWN ABS TAMPER CHECK, ENABLED
WITHOUT ENGINE IDLE SHUTDOWN TIME OVERRIDE IF EHT ACTIVE
ENGINE IDLE SHUTDOWN TIME OVERRIDDEN IF PTO ACTIVE
38C DEG (100F), WARM UP TEMP DELAY
WITHOUT IDLE SHUTDOWN OVERIDE
5 MIN. WARM UP TIME DELAY
30 SEC IDLE S/D WARNING TIME



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ENGINE IDLE SHUTDOWN, DISABLE
ENG IDLE SHUTDOWN TIME OVERRIDDEN IF TORQUE > THAN LIMIT
WITHOUT LAST RATIO FOR FULL HIGH IDLE
ACTIVATE ALERT AT 90% OF THE TIME/DISTANCE SETTING
DISABLE POWER DIVIDER LOCK OUT (PDLO) ROAD SPEED LIMIT
POWER DIVIDER LOCK OUT (PDLO) ROAD SPEED LIMIT 8KMH (5MPH)
105 KM/H PEDAL ROAD SPEED LIMITER (65MPH)
PERIODIC TRIP LOG, DAY 1 OF THE MONTH
WITHOUT PERIODIC TRIP LOG, DAY OF WEEK
WITHOUT PERIODIC TRIP LOG, HOUR
PTO 1ST, MAX ENGINE SPEED, 2100 RPM
1ST PTO, MAX ROAD SPEED, 10 MPH (16 KPH)
PTO 1ST, MINIMUM ENGINE SPEED, 600 RPM
PTO 1ST, ROAD SPEED LIMIT, 97 KMH (60 MPH)
WITHOUT PTO 1ST, SINGLE SPEED CONTROL
PTO 1ST, SPEED RAMP RATE 100 RPM/SEC
PTO 1ST, AUTO SET SINGLE SPEED, DISABLE
WITHOUT PTO 1ST, JUMP TO MINIMUM ENGINE SPEED
PTO 2ND, MAX ENGINE SPEED, 2100 RPM
2ND PTO, MAX ROAD SPEED, 10 MPH (16 KPH)
PTO 2ND, MINIMUM ENGINE SPEED, 600 RPM
PTO 2ND, ROAD SPEED LIMIT, 97 KMH (60 MPH)
WITHOUT 2ND PTO, SINGLE SPEED CONTROL
PTO2 SINGLE SPEED SETTING, 1000 RPM
PTO 2ND, SPEED RAMP RATE 100 RPM/SEC
PTO 2ND, AUTO SET SINGLE SPEED, DISABLE
WITHOUT PTO 2ND, JUMP TO MINIMUM ENGINE SPEED
WITHOUT PTO1 ACCEL "BUMP-UP"
PTO1 DECEL "BUMP-DOWN" 50RPM
WITHOUT PTO1 HOLD
PTO 1ST, SINGLE SPEED SETTING, 1000 RPM
WITHOUT PTO2 ACCEL "BUMP-UP"
WITHOUT PTO2 DECEL "BUMP-DOWN"
WITHOUT PTO2 HOLD
105 KM/HOUR ROAD SPEED LIMITER(65 MILES/HOUR)
WITH SERVICE ALERT
W/O PTO1 FOR SPLITTER RANGE
W/O PTO2 SPLITTER RANGE
SERVICE INTERVALS, VOCATIONAL APPLICATION
VEHICLE OVERSPEED, FUELED, TIME LOG IF ABOVE 70MPH (113KMH)



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VEHICLE OVERSPEED,ALL COND, TIME LOG IF ABOVE 75MPH (121KMH)
WITHOUT MAXIMUM ENGINE SPEED AT 0 MPH

PAINT

WITHOUT MIRROR COVER PAINT
SINGLE COLOR
MACK WHITE (HIGH GLOSS)
NO SECOND TRUCK COLOR PROVIDED; NO COLOR
NO THIRD TRUCK COLOR PROVIDED; NO COLOR
SOLID PAINT
PAINT - CAB, URETHANE CLEAR COAT
SAME AS FIRST COLOR - CAB
MACK BLACK (URETHANE)
CHASSIS PAINT PROCESS, STANDARD COLOR (MACK BLACK) 6ABZ1X
PAINT BUMPER SAME COLOR AS CHASSIS RUNNING GEAR
PAINT FUEL TANK SAME COLOR AS CHASSIS RUNNING GEAR
WITHOUT SPECIAL PRE-FINISHED OPTION
WITHOUT SPECIAL PRE-FINISHED OPTION
WITHOUT PAINT
WITHOUT PAINT
SAME AS CHASSIS RUNNUNG GEAR
SAME AS CHASSIS RUNNING GEAR

CALCULATED CODES - KAX

COMPONENTS PRODUCT CLASS, CA CHANGE REQUIRED
YES, THE ORDER MUST BE CALCULATED

BASE WARRANTY & PURCHASED COVERAGES

US - WARRANTY REGISTRATION LOCATION
ALLISON TRANSMISSIONS (Contact Allison Transmission for standard warranty and extended coverage data
NO GUARDDOG CONNECT (ASIST & MACK ONECALL)
WITHOUT OMNITRACS FOR MACK TRUCKS
W/OUT PREMIUM MAINTENANCE - CHASSIS LUBE AND INSPECTION COVERAGE
W/O TELOGIS PACKAGE
W/O CUSTOM/BUNDLED PURCHASE COVERAGE OPTION
HEAVY DUTY WARRANTY CLASSIFICATION
HEAVY DUTY STANDARD BASE COVERAGE 12 MONTHS/100,000 MILES (161,000 KM)
MACK MP7/MP8 BASE ENGINE COVERAGE 24 MONTHS / 250,000 MILES (402,000KM)
US and CANADA EQUIPPED VEHICLE EMISSION COMPONENTS COVERAGE 60 MONTHS/100,000 MILES (161,000 KM)
W/O MACK ENGINE EXHAUST AFTERTREATMENT TREATMENT PROTECTION PLAN
STANDARD MACK HEAVY DUTY COVERAGE 36 MONTHS / 350,000 (563,000 KM)



Date 11/8/2017
Quote no. WE2017000108C540

AIR CONDITIONING STANDARD COVERAGE (Sealed System Only) 12 MONTHS UNLIMITED MILEAGE

STANDARD NORMAL / HEAVY DUTY CHASSIS TOWING 90 DAYS OR 5,000 MILES

STANDARD MACK ENGINE TOWING COVERAGE 24 MONTHS/250,000 MILES (402,000 KM)

W/O STARTER PURCHASED COVERAGE

W/O ALTERNATOR PURCHASED COVERAGE

W/O ALTERNATOR and STARTER EXTENDED WARRANTY COVERAGE

W/O PREMIUM MAINTENANCE PLAN

W/O AFTERTREATMENT PREMIUM MAINTENANCE PLAN

Customer Adaptation

112"

REAR FRAME LENGTH, 3480 MM

Market Extras

19A Freight (29)

19A GHG Emission Surcharge (29)



DuraPack[®] Python[®]

High-Compaction Automated Side Loader



DuraPack® Python®

The fastest strike in the refuse jungle!

The **DuraPack Python** automated side loader combines two proven products in one high-performance package — the DuraPack body, which is famous for its toughness and productivity, and the patented Python automated arm, which is faster, smoother, and longer-lasting than any other.

The **DuraPack Python's** arm has an 8-second lift cycle. That can save you up to 4 seconds per stop — and up 1 hour per day — delivering a fiscal savings of more than \$15,000 per truck every year! You don't have to wait for the hopper to catch up with a load, either, because the Python's follower panel enables continuous dumping. Twin packing cylinders deliver outstanding payloads, so you can collect more homes with fewer trips to the disposal site.

Able to lift up to 1,250 pounds, the Python's arm features cushioned cylinders for action that's as smooth as a snake, saving wear and tear on the lift arm and the chassis. The Python's unique lift geometry also prevents spillage and enables the arm to return carts with the lids closed every time.

Heil's Operate-in-Gear-at-Idle System comes standard on the **DuraPack Python**. It is designed to reduce wear on the lift assembly, chassis, engine, and transmission. Plus, it greatly reduces noise — a benefit to operators and customers alike.

We back all Heil units with a worldwide network of knowledgeable dealers and service centers, as well as the industry's first dedicated manufacturer-based training facility and mobile training centers, to help you keep your Python operating at its peak. Add to that Heil's century-old heritage of commitment to customer satisfaction, and you can feel certain that when you choose a **DuraPack Python** you are getting the most productive and durable, automated side loader available.

Read on to learn more about the **DuraPack Python's** operator-friendly features, and then contact your Authorized Heil Dealer for assistance in choosing the Heil refuse collection vehicle that is right for you. To find the Dealer nearest you, visit www.heil.com.





Striking Features

The **DuraPack® Python®** was specifically engineered with features that will withstand the punishment of daily use.

- **Solid Foundation** — Our exclusive fully welded interlaced subframe provides exceptional strength and durability, while resisting corrosion and salt damage. This means your **DuraPack Python** will enjoy a long lifespan.
- **Less Time in the Shop** — The Python features our Service Smart™ design, which simplifies routine maintenance and keeps you away from the shop and out servicing your customers – and making money.
- **Exceptional Reach** — The patented automated arm can reach up to 9 feet.
- **Bigger Bites** — A 5.2 cubic yard hopper means the Python can easily handle a variety of container sizes, from 30 to 96 gallons, with fewer trips to the disposal site.
- **On-board Diagnostic Tools** — Quickly and easily diagnose problems away from outside hazards and weather. On-board diagnostic tools make troubleshooting a breeze.
- **Tough Tailgate** — The **DuraPack Python's** tailgate is reinforced to prevent buckling and features a 60-inch seal to keep liquids inside the body where they belong.
- **Shur-Lock™ Tailgate Locks** — Heil's in-cab operated tailgate locking system not only keeps payloads secure but also enables the operator to unlock and open the tailgate to discharge the payload from the safety and comfort of the cab. Reflective indicator tags, visible from the cab's mirrors, confirm when the tailgate is sealed.

DuraMount™ Design

Heil's DuraMount Design, which is used to mount the lift to the chassis frame, reduces the potential for bolt fatigue and provides Service Smart™ bolt access for easy maintenance.



Joystick Cab Controls

Reliable, ergonomic joystick controls deliver smoother performance and enhance usability. With the standard AutoLoad system, the operator can reach, grab, lift, dump, and return the arm to the stowed position using only the joystick and 2 buttons.



Python® Grabber Gears

Made from specially formulated high-strength alloy steel, the Python's superior hardened grabber gears virtually eliminate gear wear. The gears are splined to the grabber shafts and can be cycled up to 1,000,000 times with no evidence of wear.



Python® Automated Lift

The Python's 8-second lift cycle can save you up to 4 seconds per stop and up to 1 hour per day – which can add up to more than \$15,000 in savings per truck per year! The Python's 9-foot reach can slither between cars and other obstacles, making even the most difficult pick-ups possible.





DuraPack® Python®

High-Compaction Automated Side Loader Product Specifications

Performance Specifications	
Lift Load Capacity	625 lbs. @ 9 ft.; 1,250 lbs. @ hopper
Lift Cycle Time*	8 seconds
Lift Reach	9 ft.
Compaction	Up to 900 lbs. per yd ³
Working RPM	800 (operate-in-gear-at-idle)

* Complete cycle time defined as grip, dump, return and release

All designs, specifications, and components are subject to change at the manufacturer's sole discretion at any time without notice. Data published herein is for information purposes only and shall not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. The only warranty is our standard written Warranty Statement for this product at the time of shipment.

Cylinder Specifications			
BODY CYLINDERS	Type	Bore x Stroke	
Tailgate Raise	(2) Double acting	in.	3.0 x 35
		mm	76 x 889
Packer Blade	(2) Double acting	in.	5.5 x 6.3
		mm	140 x 1600
Packer/Ejector (eject model)	(2) Double acting	in.	(26) 5.5 x 141 (28) 5.5 x 151 (33) 5.5 x 181
		mm	(26) 140 x 3581 (28) 140 x 3835 (33) 140 x 4597
Tailgate Locking	(2) Double acting	in.	3.0 x 3.625
		mm	76 x 92
Body Hoist (dump model)	(2) Single acting 2 stage telescopic	in.	4.5 x 55
		mm	114 x 1397
LIFT CYLINDERS			
Reach	(1) Double acting	in.	3.1 x 16.0
		mm	80 x 406
Grab	(1) Double acting	in.	3.1 x 8.0
		mm	80 x 203
Lift	(1) Double acting	in.	3.1 x 16.0
		mm	80 x 406

Chassis Requirements *		22 yd ³	24 yd ³	26 yd ³	28 yd ³	33 yd ³
Min. GVWR		52,000	52,000	56,000	58,000	62,000
Min. GAWR	front	18,000	18,000	18,000	18,000	18,000
	rear	34,000	34,000	38,000	40,000	44,000
Usable CT	in.	177 ± 3	189 ± 3	177 ± 3	189 ± 3	201 ± 3
C.O.E Wheelbase	in.	200 ± 3	212 ± 3	200 ± 3	212 ± 3	224 ± 3
Min. Platform	dump	in.	240	250	240	250
	eject	in.	250	260	250	260

- * Additional Requirements
- 425 ft.-lbs. recommended engine torque at pump shaft at idle.
 - Neutral signal, brake signal, and R-stator signal dedicated for body builder use in cab.
 - 130 amp alternator - minimum.

Body Specifications		22 yd ³	24 yd ³	26 yd ³	28 yd ³	33 yd ³
Body Capacity	yd ³	22	24	26	28	33
	m ³	16.8	18.3	19.3	21.4	25.2
Hopper Capacity	yd ³	5.2	5.2	5.2	5.2	5.2
	m ³	4.0	4.0	4.0	4.0	4.0
Overall Length	in.	255	265	274	284	319
	mm	6,477	6,731	6,960	7,214	8,103
Overall Length (Tailgate Raised)	in.	332	342	332	342	382
	mm	8,433	8,687	8,433	8,687	9,703
Overall Width	in.	96	96	96	96	96
	mm	2,438	2,438	2,438	2,438	2,438
Overall Height Above Frame	body lowered	in.	103	103	103	103
		mm	2,616	2,616	2,616	2,616
	body raised	in.	190	190	190	190
		mm	4,826	4,826	4,826	4,826
	tailgate raised	in.	180	180	180	180
		mm	4,560	4,560	4,560	4,560
Gross Weight (Route Ready)	lbs.	16,000	16,200	16,300	16,700	18,000
	kg.	7,260	7,350	7,400	7,580	8,170

Hydraulic Specifications	
PUMP	Operate-In-Gear-At-Idle (standard)
Type	Tandem Vane
Maximum Operating Pressure	2,500 psi (17,238 kPa)
Working RPM	800 RPM approx.
Flow at Working RPM	28 GPM (106 LPM) approx.
OIL RESERVOIR	Chassis frame mounted
Gross Capacity	50 gallons (190 liters)
Filters	Return line 3 micron, 140 micron suction strainer
VALVES	
Packing Control	Electric, push button operated
Tailgate Tailgate Locking Body Raise	Air operated toggle

Automated Lift Specifications	
Lift load capacity	625 lbs. @ 9 ft.; 1,250 lbs. @ hopper
Cycle time	8 seconds @ idle
Reach	9 ft.
Ground clearance	20 in. from ground to bottom of grabber arms (based on a 42 in. chassis rail height)
Weight*	1,850 lbs. approx.
Controls	Joystick, air over hydraulic with feathering ability

* Weight includes standard 60/90 gallon grabbers



2030 Hamilton Place Blvd., Suite 200, Chattanooga, TN 37421
866.FOR.HEIL (866.367.4345) • Fax: 423.855.3478
www.heil.com

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FORM #SWS-000004-111511

CONTACT YOUR LOCAL DEALER



June 4, 2018

Mr. Louis Mintz
Public Works Director
City of Enid
401 West Owen Garriott Road
Enid Oklahoma 73701

We are pleased to present the following **OKLAHOMA STATE PURCHASING CONTRACT SW191 BID** for three 2019 Mack LR 64R/Heil DPF Python 28 yard eject style refuse compactor bodies.

Standard equipment features included in body bid price include:

5.2 cubic yard hopper
Python lift-2 year limited structural warranty and 108" lift reach, 1250 lb. lift capacity
Street side access door, under hopper liquid sump with 2 clean out doors and steel rake
Fully automatic Shur-Loc tailgate latches and tailgate service props
Operate-in-gear-at-idle front mount tandem vane pump system
Cushioned up and down, chrome plated cylinder rods
Chassis mounted oil tank with level/temperature gauge and oil suction shut of valve
3 micron return line filter with magnetic trap
In cab filter by pass monitor, 140 micron suction line strainer
Fabric guard hose protection on all high pressure hoses
In cab packing and hoist, and tailgate controls, electric/air
Air/electric operated in-cab lift controls joy stick style
Cortex Controller with insight diagnostic display and lift cycle counter
Auto Lift and Select-O-Pack, Arm rest and lift reach warning
LED lights with duplicate high and low stop, turn and tail lights, LED mid-body turn signals
Rear anti sail/anti splash mud flaps, rear camera bracket and flood lights - reverse activated
Body undercoating and cavity coat and joint sealer
Standard one year (2000 hours) warranty

Optional equipment included in body bid price:

Full factory mount
Third Eye three camera system with color monitor
Tri cuff belt grabber
Hopper hood
Hopper and lift work light
20 lb. fire extinguisher
Peterson safety strobe system
Severe duty wear bar in hopper



Mud flaps in front of rear tires
Body side-back assist lights
Infinity pack cylinders

CHASSIS;
2019 Mack LR 64R dual drive chassis
Mack MP-7 325 HP diesel engine
Allison 4500 RDS 6 speed automatic transmission

Please see enclosed information for complete chassis specifications.

FOB Oklahoma City Oklahoma

OKLAHOMA STATE PURCHASING CONTRACT SW191 BID PRICE:
\$ 277,388.00 EACH \$ 832,164.00 GRAND TOTAL

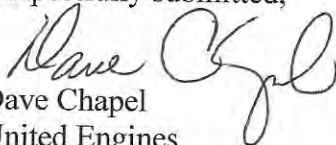
Price includes freight to Oklahoma City and training on equipment.

All Heil Ready Truck chassis are subject to prior sale. Prices subject to chassis stock on hand in Fort Payne Alabama

Heil products are made in the USA in Fort Payne Alabama

All sales are subject to United Engines Terms and Conditions of sale which can be found at <http://unitedengines.com/UEStandardTC.pdf> and which are incorporated by reference into this document as if fully set forth herein.

Respectfully submitted,


Dave Chapel
United Engines
5555 West Reno
Oklahoma City, OK 73127
dchapel@unitedengines.com



June 4, 2018

Mr. Louis Mintz
Public Works Director
City of Enid
401 West Owen Garriott Road
Enid Oklahoma 73701

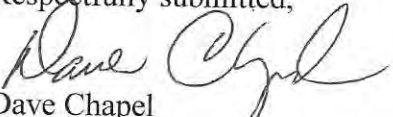
Reference: Trade values on automated trucks

City of Enid trade in values from Carolina Environmental Systems for three 2019 Mack LR64/Heil 28 yard Python automated refuse trucks based on **Oklahoma State Purchasing Contract SW 197** sales price/options included in base bid of \$ 277,388.00 each for a total contract selling price of \$832,164.00.

3 year trade out EJECT STYLE offer thru Carolina Environmental Systems
\$ 127,223.00 each X 3 = \$381,699.00 Total

All trade in values are subject to Carolina Environmental Systems Terms and Conditions of Sale that are attached to this document.

Respectfully submitted,


Dave Chapel
United Engines
5555 West Reno
Oklahoma City Oklahoma 73127
dchapel@unitedengines.com
405-625-2044

Carolina Environmental Systems, Inc.
306 Pineview Drive, Kernersville, NC 27284
2701 White Horse Road, Greenville, SC 29611
500 Lee Industrial Blvd, Austell, Ga 30168
800-239-7796

6/04/2018

David Chapel
United Engines
Oklahoma City, Ok

Reference Enid, Ok
To whom it concerns

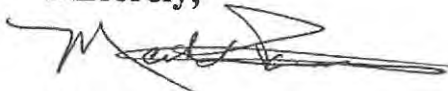
Carolina Environmental Systems Inc agrees to buy back the following listed 3 trucks at the end of 3 years from the in service date from Enid, Ok as follows based on terms which are attached and acknowledging receipt of by the signing of this agreement at a buyback price of \$ 127,223.00.00 each.

- (1) 2019 Mack vin# 1M2LR2GCXKM001095 with Heil 28 yard Dura Pak Python body s/n 7E7306445**
- (2) 2019 Mack vin # 1M2LR2GC4KM001092 with Heil 28 yard Dura Pak Python body s/n 7E7306444**
- (3) 2019 Mack vin# 1M2LR2GC2KM001088 with Heil 28 yard Dura Pak Python body s/n 7E7306443**

Please sign this agreement, date accepted also initial all pages of terms of return of vehicle.

Accepted: _____ Date _____
Enid, Oklahoma

Sincerely,



Mark L Powell
Sales mgr
Carolina Environmental Systems Inc

Carolina Environmental Systems, Inc

306 Pineview Dr.
Kernersville, NC 27284
Phone 800-239-7796
Fax 336-869-9979

At the time a vehicle is turned in, it must be capable of passing any applicable state and federal safety and emissions inspection. It must also meet or exceed the following Terms and Conditions. These requirements have been carefully defined to establish the operating condition of a used truck, as agreed to by both the seller and the buyer.

General

1. The purchaser reserves the right to inspect the vehicle not less than 45 days prior to the return date.
2. All standard and optional equipment, on or in truck chassis, must be in good working order, must be roadworthy, and must be on the chassis as delivered.
3. Truck must pass DOT inspection and be able to go in service without any repairs. A valid current DOT inspection certification must be provided.
4. Any unit that has been wrecked and sustained damages greater than 15% of the original contract price must be disclosed. **The purchaser reserves the right to reject any and all units that have not been repaired in accordance with acceptable standards or workmanship.**
5. Units (including bodies) must be maintained in accordance to the original manufacturer's published maintenance requirements. At the sole discretion of Carolina Environmental Systems, Inc proof of maintenance may be required before unit turn-in.
6. Vehicles must have a minimum of twenty (20) gallons of fuel at turn-in time.

Documents

1. A current Federal Annual and State (if applicable) inspection sticker valid for at least 120 days after the date of return must be on vehicle at time of delivery.
2. Truck must be free and clear of all liens and encumbrances.
3. All owner chassis manuals and body parts and service manuals are to be returned with unit.

Engine

1. Engine must be the original engine produced in the truck. If the engine has been replaced, owner must identify it as such and valuation may be altered based on engine age, mileage and other factors.
2. Engine must operate at a minimum of 80% of the original manufacturer's rated horsepower after allowing for driveline losses and as verified by a chassis dynamometer test.
3. Engine must be mechanically sound and within the manufacturer's specifications relating to oil pressure, coolant temperature and pressure and fuel pressure. Engine must have no leaks and be free from contamination. Crankcase blow-by must be within specification. Engine password must be cleared.
4. Engine air compressor must meet the manufacturer's performance specifications and must not exceed the manufacturer's maximum tolerances for oil blow-by (oil blown into the air system).
5. Batteries, starter, alternator and other ignition system components must be in sound condition. Batteries must be original CCA rating, capable of holding a charge and start the truck unassisted.
6. Air conditioning compressor must be operational and system must be free from defects and operate as intended.

Drivetrain

1. Clutch, Transmission, front and rear axles must be roadworthy and free from defects with no visible bends, cracks or leaks.

2. The clutch must be in adjustment or must be replaced if it cannot be adjusted to within acceptable tolerances.
3. Allison automatic transmission must shift smoothly and operate as originally intended.

Brakes

1. Brake linings must have at least 50% remaining wear. Brake drums must be free from breaks or cracks and cannot be worn in excess.

Tires

1. Steer: Matched original equipment tread type tires. Minimum 9/32" tread depth measured at the lowest point. Recaps are not acceptable.
2. Drive: Matched original equipment tread type tires. Minimum 12/32" tread depth measured at the lowest point. Recaps are acceptable – must be first time recapped casings
3. All tires must be free from cuts, bulges, gouges and have no irregular tread wear pattern, such as dishing, cupping, edging, feathering, etc.

Cab / Bodies and Equipment

1. Paint and/or body damage must not exceed \$500.00 total per unit, including, but not limited to, the sheet metal, bumper, grill, fuel tanks, fairings, dents, rust damage, etc, etc.
2. All decals, permits, unit numbers and any other customer installed identification must be removed and done so in a manner as to not damage the original paint. Any damage resulting from de-identifying the truck must be repaired, interior and exterior to be clean and bodies to be empty of all trash..
3. Upholstery must be free from tears or open seams. Tears, open seams, holes and punctures must be repaired.
4. All glass shall be free from cracks, chips and scratches.
5. Dash panel and interior trim pieces must not be missing and must be free from holes, cracks and/or breaks.
6. All instruments, gauges, warning lights, radio, switches and knobs must be free from defect and operate as originally intended.
7. Bodies such as dump, refuse, flatbed, etc must be free from defects and perform as originally designed for by the manufacturer i/e curotto can and assembly.
8. There shall be no leaks of the hydraulic system.
9. Any repairs performed on body, including its hydraulic system, must be made with original equipment parts.



Date: 6/05/2018

Customer: ENID MUNICIPAL AUTHORITY

RE: Contract Documents

Enclosed are the following finance documents concerning the above referenced customer:

<u>Lease Agreement-Oklahoma</u>
<u>Title Addendum</u>
<u>Prefund Letter</u>
<u>Certificate of Delivery</u>
<u>Incumbancy, Insurance, and Essential Use</u>
<u>Attorney Opinion Letter</u>
<u>8038G</u>

Please **READ EACH DOCUMENT CAREFULLY**, have them signed, dated, and witnessed if required and returned to us along with the following:

--

Please return the documents OVERNIGHT to:
Arvest Equipment Finance
818 Garrison Ave. 2nd Floor
Fort Smith, AR 72901
Attn: Sales Support
1-866-745-1487

We appreciate your business and look forward to continue serving your equipment finance needs.

Sincerely,

Joshua Smith



FOR COMPLETION BY LESSOR

Lease No: 501-1806004-001

Commencement Date: 6/15/2018

LESSOR:

Arvest Equipment Finance, a division of Arvest Bank
 PO Box 11110
 Fort Smith, AR 72917

LESSEE:

Name ENID MUNICIPAL AUTHORITY
 Address: 401 OWEN K GARRIOTT RD
 City ENID State OK Zip 73701

VENDOR(S)

UNITED ENGINES

Contact - Phone No. ERIN CRAWFORD (580) 234 0400

ITEM	QUANTITY	EQUIPMENT DESCRIPTION (Include Make, Model, Serial No. and all Attachments)
	1	(1) 2019 Mack LR64R Tractor, Vin: 1M2LR2GCXKM001095 with attached Heil 28 yard Dura Pak Python Refuse Body, S/N: 7E7306445
	1	Document Fee
	1	(1) 2019 Mack LR64R Tractor, Vin: 1M2LR2GC4KM001092 with attached Heil 28 yard Dura Pak Python Refuse Body, S/N: 7E7306444
	1	(1) 2019 Mack LR64R Tractor, Vin: 1M2LR2GC2KM001088 with attached Heil 28 yard Dura Pak Python Refuse Body, S/N: 7E7306443

LESSOR ASSUMES NO RESPONSIBILITY FOR PERFORMANCE OR MAINTENANCE OF THE EQUIPMENT. EQUIPMENT TO BE INSURED BY LESSEE. VENDOR IS NOT AN AGENT OF LESSOR AND NO EMPLOYEE OF VENDOR IS AUTHORIZED TO WAIVE, SUPPLEMENT OR OTHERWISE ALTER ANY PROVISION HEREOF.

LOCATION OF EQUIPMENT

Address: 401 OWEN K GARRIOTT RD, ENID, OK 73701

LEASE TERM	TOTAL EQUIPMENT COST	RENT DUE (Period)	AMOUNT OF RENTAL PAYMENTS
36 Months	\$832,563.00	Monthly	See Payment Schedule

MUNICIPAL LEASE AND OPTION AGREEMENT

Lessor hereby leases to Lessee the Equipment for the purposes and upon the following terms and conditions:

ARTICLE I: COVENANTS OF LESSEE. Lessee represents covenants and warrants for the benefit of Lessor and its assignees as follows:

- A. Lessee is a public body corporate and politic duly organized and existing under the Constitution and laws of the State as set forth above (“State”) and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.
- B. Lessee has been duly authorized to execute, deliver, and perform this Agreement under the Constitution and laws of the State and under the terms and provisions of the resolution of its governing body or by other appropriate official approval. Lessee further represents covenants and warrants that all requirements have been met and procedures have occurred in order to ensure the enforceability of this Agreement and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. Lessee shall cause to be executed an opinion of its counsel in form acceptable to Lessor.
- C. During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope or Lessee’s authority and will not be used in a trade of business of any person or entity other than the Lessee.
- D. During the period this Agreement is in force, Lessee will annually provide Lessor or its assignee with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor or its assignee.

E. The equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term and all Renewal Terms.

F. The Equipment is, and shall remain during the period this Agreement is in force, personal property and when subject to use by Lessee under this Agreement will not be or become fixtures.

ARTICLE II: DEFINITIONS. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

“Lessee Term” means the Original Term defined in Article III hereof and a sufficient number of automatic Renewal terms as will constitute the number of months set forth on the face of this Agreement.

“Lessor” means (I) the entity designed on the face of this Agreement as Lessor hereunder; (II) any surviving resulting or transferee corporation; and (III) except where the context requires otherwise any assignee(s) of Lessor.

“Purchase Price” means the amount which Lessee may, at its option, pay to Lessor in order to purchase the Equipment as set forth in the Payment Schedule attached to this Agreement.

“Renewal Term(s)” means the automatic renewal periods of this Agreement each having a duration of one (1) year co-terminous with Lessee’s fiscal year except the last of such automatic renewal periods, which shall end on the anniversary of the Commencement Date. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rent Payments shall be as provided in the attached Payment Schedule.

“Vendor” means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchased or is purchasing the Equipment.

ARTICLE III: COMMENCEMENT OF LEASE TERM.

The Original Term of this Agreement shall commence on the date the Equipment is accepted by

Lessee as indicated on the Certificate of Acceptance (“Commencement Date”) and shall terminate the last day of Lessee’s current fiscal year. For the duration of the Lease Term, this Agreement will be automatically renewed at the end of the Original Term and any Renewal Term unless the Lessee gives written notice to Lessor not less than ninety (90) days prior to the end of the Original Term or Renewal Term then in effect of Lessee’s Intention to terminate this Agreement pursuant to Article V as the case may be.

ARTICLE IV: INSPECTION. Lessor and any assignee of Lessor’s rights under this Agreement shall have the right of all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE V: RENT PAYMENTS.

Section 5.01 Rent Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rent Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of Indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues funds or monies of Lessee.

Section 5.02 Payment of Rent Payments. Lessee shall pay Rent Payments exclusively from legally available funds. In lawful money of the United States of America to Lessor or in the event of assignment by lessor to its assignee in the amounts and on the dates set forth in the Payment Schedule attached to this Agreement. A portion of each Rent Payment is paid as and represents payment of Interest and principal respectively. The Payment Schedule sets forth the Interest component and the principal component of each Rent Payment during the Lease Term.

Section 5.03 Rent Payments to be Unconditional. Subject to Section 5.05 the obligation of Lessee to make payment of Rent Payments and other payments required under this Agreement shall be absolute and unconditional in all events. Lessee shall make all such payments when due and shall not withhold any such payments as a result of any disputes arising among Lessee and Lessor any Vendor or any other person nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments or be entitled to any abatement of such payments as a result of accident or unforeseen circumstances.

Section 5.04 Continuation of Lease Term by Lessee. Lessee intends to continue the Lease Term through the Original Term and all of the Renewal Terms and to pay the rent Payments hereunder. Lessee reasonably believes that legally available funds of an amount sufficient to make all Rent Payments during the Original Term and each Renewal Term can be obtained. Lessee further intends to do all things lawfully within its power to obtain and maintain funds from which Rent Payments may be made, including making provision for such payments to the extent necessary in each biannual or annual budget submitted and adopted in accordance with applicable provisions of state law to have such portion of the budget approved and to exhaust all available reviews and appeals in the event such portion of the budget is not approved.

Section 5.05 Nonappropriation. In the event sufficient funds shall not be appropriated for the payment of the Rent Payments required to be paid in the next occurring Renewal Term and if Lessee has no funds legally available for Rent Payments from other sources, then Lessee may terminate this Agreement at the end of the Original Term or then current Renewal Term and Lessee shall not be obligated to make payment of the Rent Payments provided for in this Agreement beyond the Original Term or the then current Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least ninety (90) days prior to the end of the Original Term or the then current Renewal Term. If this Agreement is terminated under this Section 5.05. Lessee agrees at Lessee’s cost and expense, peaceably to deliver the Equipment to Lessor at the location specified by Lessor. To the extent lawful, Lessee shall not until the date on which the next occurring

Renewal Term would have ended expend any funds for the purchase or use of equipment similar to the Equipment subject to this Agreement.

Section 5.06 Applicability of Oklahoma Law. Notwithstanding any provisions to the contrary contained in this Municipal Lease and Option Agreement, it is understood and agreed by the parties hereto that this Municipal Lease and Option Agreement has been entered into with the understanding that the Lessee is a Municipal Corporation located in the State of Oklahoma and as such, may not incur any obligation in excess of the incoming revenue existing in the fiscal year of which an obligation is incurred. Therefore, pursuant to the provisions of 62 O.S. §430.1, since this Municipal Lease and Option Agreement contemplates a term extending beyond June 30 of the current fiscal year, it must be subject to mutual ratification of the parties at the beginning of each new fiscal year. This Municipal Lease and Option Agreement therefore may be terminated during any fiscal year after the current fiscal year by proper resolution entered into the minutes of the governing body, certifying that the continuance of such Municipal Lease and Option Agreement is unnecessary and contrary to the public interest. Notwithstanding anything in this Municipal Lease and Option

Agreement to the contrary, this Municipal Lease and Option Agreement shall be construed in such a manner to conform to all applicable provisions of Oklahoma Law governing the same.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE AND ON FOLLOWING PAGES WHICH ARE MADE A PART HEREOF.

LESSEE ACKNOWLEDGES READING AND RECEIVING A COPY OF THIS AGREEMENT

ENID MUNICIPAL AUTHORITY

(Lessee Name as Above)

Date: _____, 20_____

The undersigned affirms that he has been duly authorized to execute this Agreement on behalf of the above-named Lessee.

By: _____

Title: MAYOR

Date: _____, 20_____

ACCEPTED AT:

Arvest Equipment Finance, a division of Arvest Bank
(Lessor)

By: _____

Title: _____

TERMS AND CONDITIONS

ARTICLE VI: TITLE TO EQUIPMENT; SECURITY INTEREST

Section 6.01 Title to the Equipment. During the term of this Agreement title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee subject to the rights of Lessor under this Agreement. In the event of default as set forth in Section 12.01 or nonappropriation as set forth in Section 5.05, title to the Equipment shall immediately vest in Lessor and Lessee will upon Lessor's request reasonably surrender possession of the Equipment to Lessor. Lessee irrevocably hereby designates, makes, constitutes and appoints Lessor (and all persons designated by Lessor) as Lessee's true and lawful attorney (and agent-in-fact) with power, at such time of default or nonappropriation at times thereafter as Lessor in its sole and absolute discretion may determine to endorse the name of Lessee upon any Bill of Sale document instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

Section 6.02 Security Interest. To secure the payment of all Lessee's obligations under this Agreement, Lessee grants to Lessor a security interest constituting a first lien on the Equipment and on all additions, attachments, accessions, and substitutions hereto, and on any proceeds therefrom. Lessee agrees to execute such additional documents, including financing statements, certificates of title, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest, and upon assignment the security interest of any assignee of Lessor in the Equipment.

ARTICLE VII: MAINTENANCE; MODIFICATION; TAXES; INSURANCE

Section 7.01 Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term Lessee will at Lessee's own cost and expense, maintain, preserve, and keep the Equipment in good repair, working order and condition, and will from time to time make or cause to be made all necessary and proper repairs, replacements and modifications. If requested by Lessor, Lessee will enter into a maintenance contract for the Equipment with Vendor or such other firm as Lessee may choose subject to the express written approval of Lessor, which approval shall not be unreasonably withheld.

Section 7.02 Taxes, Other Governmental Charges and Utility Charges. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor) Lessee will pay during the Lease Term as the same respectively come due all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment. In all events Lessee shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment.

Section 7.03 Insurance. At its own expense Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained or shall demonstrate to the satisfaction of Lessor that adequate self-insurance is provided with respect to the Equipment, sufficient to protect the Full Insurable Value (meaning the full replacement value (new) of the Equipment or the then applicable Purchase Price, whichever is greater), and to protect Lessor from liability in all events. All insurance proceeds from casualty losses shall be payable as provided in Article VIII hereof. Lessee shall furnish to Lessor Certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but other properties. If Lessee shall insure similar properties by self-insurance, Lessee will insure the Equipment by means of an adequate insurance fund. All insurance shall name Lessee and Lessor as insured and loss payees as their respective interests may appear and shall provide for at least ten (10) days prior written notice by the underwriter or insurance company to the Lessor in the event of cancellation or expiration.

ARTICLE VIII: DAMAGE, DESTRUCTION AND CONDEMNATION: PROCEEDS.

Section 8.01 Damage, Destruction and Condemnation. If prior to the termination of the Lease Term (a) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof or the estate of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the proceeds of any insurance claim or condemnation award, after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award ("Net Proceeds") to be applied to Lessee's obligations pursuant to Section 8.02 hereof.

Section 8.02 Application of Net Proceeds. Provided the Equipment is not deemed to be a total loss, Lessee shall, if Lessee is not in default hereunder, cause the repair, replacement or restoration of the Equipment and pay the cost thereof. In the event of total destruction or damage to the Equipment, whether or not Lessee is in default at Lessor's option, Lessee shall pay to Lessor on the rent payment due date next succeeding the date of such loss the amount of the Purchase Price applicable to such date, plus the Rent Payment due on such date, plus any other amounts payable by Lessee hereunder; Upon payment in full of such amounts, the Lease Term shall terminate and Lessor's security interest in the Equipment shall terminate. Net Proceeds in excess of the then applicable Purchase Price, if any, shall be retained by Lessee. Lessee agrees that if the Net Proceeds are insufficient to pay in full Lessee's obligations hereunder, Lessee shall make such payments to the extent of any deficiency.

ARTICLE IX: DISCLAIMER OF WARRANTIES: VENDOR'S WARRANTIES; USE.

Section 9.01 Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF THE EQUIPMENT OR ANY ITEM THEREOF OR SERVICES PROVIDED FOR IN THIS AGREEMENT.

Section 9.02 Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, which Lessor may have against the Vendor of the Equipment; Lessee's sole remedy for the breach of such warranty, indemnification or misrepresentation shall be against the Vendor of the Equipment. Lessee expressly acknowledges that Lessor makes and has made no representation or warranties whatsoever as to the existence or availability or enforceability of such warranties of the Vendor.

Section 9.03 Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, or carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any items of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

ARTICLE X: OPTION TO PURCHASE. Provided Lessee is not in default hereunder, Lessee may upon giving Lessor not less than ninety (90) days prior written notice, elect to purchase all, but not less than all, of the Equipment at the end of the Original Term or any Renewal Term for the applicable Purchase Price as set forth in the Payment Schedule hereto which amount shall be due and payable on the day following the expiration of the Original Term or applicable Renewal Term.

ARTICLE XI: ASSIGNMENT; SUBLEASING; AND INDEMNIFICATION.

Section 11.01 Assignment by Lessor. This Agreement and the obligations of Lessee to make payments hereunder, may be assigned by Lessor and reassigned in whole or in part to one or more assignees at any time subsequent to its execution, without the necessity of obtaining the consent of Lessee. Lessor agrees to give notice of assignment to Lessee and upon receipt of such notice Lessee agrees to make all payments to the assignee designated in the assignment notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor or the assignee Lessee agrees to execute all documents, including notices of assignment, chattel mortgages or financing statements which may be reasonably requested by Lessor or its assignee to protect their interests in the Equipment and in this Agreement. The Lessor's interest in this Agreement may not be assigned or reassigned in whole or in part unless (I) the document by which such assignment or reassignment is made discloses the name and address of the assignee; and (II) the Lessee receives written notification of the name and address of the assignee. The Lessee covenants and agrees with the Lessor and each subsequent assignee of Lessor to maintain for the full term of this Agreement a complete and accurate written record of each such assignment and reassignment in form necessary to comply with Section 103(I) of the Internal Revenue Code of 1954, as amended and the regulations proposed or existing from time to time promulgated thereunder. Anything n the foregoing to the contrary notwithstanding the Lessor's interest in this Agreement may be assigned in whole or in part upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for holders of certificates of participation in this Agreement provided the Lessee receives written notification of the name and address of such collection and paying agent and such collection and paying agent covenants and agrees to maintain for the full remaining term of this Agreement a written record of each assignment and reassignment of such certificates of participation.

Section 11.02 No Sale, Assignment or Subletting by Lessee. This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

Section 11.03 Indemnification Covenants. To the extent permitted by the laws and Constitution of the State, Lessee shall protect, hold harmless and indemnify Lessor from and against any and all liability, obligation, losses, claims and damages whatsoever, regardless of cause thereof and expenses in connection therewith, including without limitation counsel fees and expenses, penalties and interest arising out of or as the result of the entering into of this Agreement, the ownership of any item of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason. Lessee agrees not to withhold or abate any portion of the payments required pursuant to this Agreement by reason of any defects, malfunctions, breakdowns or infirmities of the Equipment.

ARTICLE XII: EVENTS OF DEFAULT AND REMEDIES

Section 12.01 Events of Default Defined. The following shall constitute an "event of default" hereunder:

- A. Failure of Lessee to pay any Rent Payment or other payment required to be paid hereunder at the time specified herein; or
- B. Failure by Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed, other than for a period of thirty (30) days after written notice to Lessee specifying such failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected; or
- C. Breach of any material representation or warranty by Lessee under this Agreement; or
- D. Commencement by Lessee of a case or proceeding under the Federal bankruptcy laws or filing by Lessee of any petition or answer seeking reorganization, arrangement composition, readjustment, liquidation or similar relief under any existing or future bankruptcy, insolvency or other similar law or an answer admitting or not contesting the material allegations of a petition filed against Lessee in any such proceeding; or
- E. A petition against Lessee in a proceeding under any existing or future bankruptcy insolvency or other similar law shall be filed and not withdrawn or dismissed within thirty (30) days thereafter.

Section 12.02 Remedies on Default. Upon the occurrence of an event of default Lessor shall have the right at its sole option without any further demand or notice to exercise any one or more of the following remedies:

- A. With or without terminating this Agreement, retake possession of the Equipment and sell, lease or sublease the Equipment with the net proceeds thereof to be applied to Lessee's obligations here under holding Lessee liable for the Purchase Price applicable on the rent payment due date immediately preceding the date of default, plus the Rent Payment due on such date plus any other amounts payable by Lessee hereunder including, but not limited to, attorneys' fees, expenses and costs of repossession;
- B. Require Lessee at Lessee's risk and expense to promptly return the Equipment in the manner and in the condition set forth in Sections 5.05 and 7.01 hereof;
- C. If Lessor is unable to repossess the Equipment for any reason, the Equipment shall be deemed a total loss and Lessee shall pay to Lessor the amount due pursuant to Article VIII hereof; and
- D. Take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment.

Section 12.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XIII: MISCELLANEOUS

Section 13.01 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid to the parties at their respective places of business.

Section 13.02 Binding Effect. This Agreement shall insure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.04 Advances. In the event Lessee fails to pay any amounts due hereunder or to perform any of its obligations under this Agreement, Lessor may at its option pay such amounts or perform such obligation and Lessee shall reimburse Lessor the amount of such payment or cost of performance upon demand together with interest at the rate of eighteen percent (18%) per annum or the highest rate permitted by law, whichever is less.

Section 13.05 Execution in Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.06 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 13.07 Captions. The captions or heading in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 13.08 Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee and may not be amended, altered or modified except by written Instrument signed by Lessor and Lessee. The execution of such writing by Lessor's assignee shall be sufficient for such purpose if this Agreement has been assigned by Lessor. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement or the Equipment leased hereunder. Any terms and conditions of any purchase order or other document (with the exception of Supplements) submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement Lessee by the signature of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Date: 6/15/2018

Arvest Equipment Finance,
a division of Arvest Bank
818 Garrison Ave, 2nd Fl
Fort Smith, Arkansas 72901

RE: ENID MUNICIPAL AUTHORITY

Dear Sirs:

I/We acknowledge it is Arvest Equipment Finance's normal policy not to fund any portion of equipment contracts to vendors unless the vendor has made delivery of the equipment to the Lessee and the Lessee is satisfied.

To facilitate completion and purchase of the equipment described below, we request that Arvest Equipment Finance disburse:

United Engines	Pay Prior to Shipping	\$ 832,164.00
----------------	-----------------------	---------------

I/We unconditionally guarantee the contract performance and hold Arvest Equipment Finance harmless from any liability incurred for early payment to the vendor prior to the equipment's actual physical delivery/installation at:

401 OWEN K GARRIOTT RD

ENID, OK 73701

If we should ultimately fail to take delivery or installation should not be completed due to dispute or dissatisfaction with the vendor, we agree to make all payments called for under the equipment lease and to seek recourse only against the vendor and we hold you harmless from any subsequent claim which might be made by the vendor against Arvest Equipment Finance.

Lessee: <u>ENID MUNICIPAL AUTHORITY</u> Lease Number: <u>501-1806004-001</u> Date of Agreement: <u>06/15/2018</u>

Lessee: ENID MUNICIPAL AUTHORITY

By: BILL SHEWEY

Title: MAYOR

Signature: _____

Date: _____

Lessee: ENID MUNICIPAL AUTHORITY

Lease Number: 501-1806004-001

Date of Agreement: 06/15/2018



Lease No. 501-1806004-001

MUNICIPAL LEASE-PURCHASE AGREEMENT (THE "AGREEMENT") BY AND BETWEEN

LESSOR, Arvest Equipment Finance, a division of Arvest Bank and LESSEE, ENID MUNICIPAL AUTHORITY

1. ACCEPTANCE: In accordance with the Agreement, Lessee hereby certifies that all the Property described herein (i) has been received by Lessee, (ii) has been thoroughly examined and inspected to the complete satisfaction of Lessee, (iii) has been found by Lessee to be in good operating order, repair, and condition, (iv) has been found to be of the size, design, quality, type and manufactured specified by Lessee, (v) has been found to be and is wholly suitable for Lessee's purposes, and (vi) is hereby unconditionally accepted by Lessee, in the condition received, for all purposes of the Agreement.

2. PROPERTY:

(1) 2019 Mack LR64R Tractor, Vin: 1M2LR2GCXKM001095 with attached Heil 28 yard Dura Pak Python Refuse Body, S/N: 7E7306445

(1) 2019 Mack LR64R Tractor, Vin: 1M2LR2GC4KM001092 with attached Heil 28 yard Dura Pak Python Refuse Body, S/N: 7E7306444

(1) 2019 Mack LR64R Tractor, Vin: 1M2LR2GC2KM001088 with attached Heil 28 yard Dura Pak Python Refuse Body, S/N: 7E7306443

3. USE: The primary use of the Property is as follows:

TRASH COLLECTION

4. PROPERTY LOCATION:

401 OWEN K GARRIOTT RD

ENID, OK 73701

5. INVOICING: Invoices shall be sent to the following address, including to whose attention invoices should be directed: 401 OWEN K GARRIOTT RD

ENID, OK 73701

6. **MAINTENANCE:** In accordance with Section 7.01 of the Agreement, Lessee agrees to, at its own expense, repair and maintain the Property for the term of the Agreement.

LESSEE: ENID MUNICIPAL AUTHORITY

By: _____

Title: MAYOR

ACCEPTED on this _____ day of _____, _____.



INCUMBENCY, INSURANCE, AND ESSENTIAL USE CERTIFICATES

Lease No. 501-1806004-001

MUNICIPAL LEASE-PURCHASE AGREEMENT BY AND BETWEEN

LESSOR, Arvest Equipment Finance, a division of Arvest Bank and LESSEE, ENID MUNICIPAL AUTHORITY

I, BILL SHEWEY, do hereby certify that I am the duly elected or appointed and acting MAYOR

of ENID MUNICIPAL AUTHORITY, a political subdivision or agency duly organized and existing under the laws of the State of OK, that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) named below are the duly elected or appointed officer(s) of such entity holding the office(s) set forth opposite their respective name(s). I further certify that (i) the signature(s) set opposite their respective name(s) and title(s) are their true and authentic signature(s), and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Municipal Lease-Purchase Agreement (the "Agreement") dated as of 6/15/2018, between such entity and Arvest Equipment Finance.

NAME

TITLE

SIGNATURE

BILL SHEWEY

MAYOR

IN WITNESS WHEREOF, I have duly executed this Certificate and affixed the seal of such entity hereto this ____ day of _____, _____.

_____ (SEAL)

Signature

Lessee certifies that property and liability insurance, if applicable, have been secured in accordance with the Agreement and such coverage will be maintained in full force for the term of the Agreement. "Lessor or its Assigns" should be designated as loss payee and additional insured until Lessee is notified, in writing, to substitute a new loss payee. The following information is provided about insurance:

INSURANCE COMPANY/AGENT'S NAME: _____

INSURANCE COMPANY ADDRESS: _____

PHONE NUMBER: _____

POLICY NUMBER: _____

I, BILL SHEWEY, MAYOR, of **ENID MUNICIPAL AUTHORITY** ("Lessee"), hereby certify that the Equipment to be leased to the undersigned under the certain Municipal Lease-Purchase Agreement dated as of 6/15/2018, between such entity and Arvest Equipment Finance ("Lessor"), will be used by the undersigned Lessee for the following purpose:

TRASH COLLECTION

The undersigned Lessee hereby represents that the use of the Equipment is essential to its proper, efficient, and economic operation.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, _____.

By: _____

Title: MAYOR

Re: Municipal Lease Agreement (the “Agreement”) dated as of 06/15/2018, by and between Arvest Equipment Finance, a division of Arvest Bank (“Lessor”) and ENID MUNICIPAL AUTHORITY (“Lessee”)

Please Provide an Attorney Opinion Letter that addresses the following requirements:

- Attorney has acted as counsel to Lessee with respect to the Agreement and has reviewed the Agreement and such other documents, records and certificates of Lessee and appropriate public officials as deemed relevant.
- The Lessee is a political subdivision or agency of the State of OK with the requisite power and authority to incur obligations, the interest on which is exempt from taxation by virtue of Section 103(a) of the Internal Revenue Code of 1986, as amended; or is excluded from State taxable income only under _____ (insert state statute).
- The obligation is a Qualified Tax Exempt obligation, as that term is defined under IRC Section 265(b)(3)(B), the issuer is a qualified small issuer, as that term is defined under IRC Section 265(b)(3)(C), and the issuer has properly designated the obligation as a qualified tax exempt obligation in the manner and form required by IRS regulations.
- Or the obligation is not a Qualified Tax Exempt obligation as that term is defined under IRC Section 256(b)(3)(B), because the issuer is not a qualified small issuer as defined under IRC Section 265(b)(3)(C), or the issuer has chosen not to designate the obligation as a qualified tax exempt obligation.
- The execution, delivery, and performance of the Agreement by the Lessee have been duly authorized by all necessary action on the part of the Lessee;
- The Agreement constitutes a legal, valid, and binding obligation of Lessee enforceable in accordance with its terms; and
- The above opinions may be relied upon by Lessee, Lessor, and Lessor’s assigns.

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
 ► See separate instructions.
Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name		2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)
6 City, town, or post office, state, and ZIP code		7 Date of issue
8 Name of issue		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11 Education		11
12 Health and hospital		12
13 Transportation		13
14 Public safety		14
15 Environment (including sewage bonds)		15
16 Housing		16
17 Utilities		17
18 Other. Describe ►		18
19 If obligations are TANs or RANs, check only box 19a	<input type="checkbox"/>	
If obligations are BANs, check only box 19b	<input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box	<input type="checkbox"/>	

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)		
22 Proceeds used for accrued interest		22
23 Issue price of entire issue (enter amount from line 21, column (b))		23
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to currently refund prior issues	27	
28 Proceeds used to advance refund prior issues	28	
29 Total (add lines 24 through 28)		29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the bonds to be currently refunded	years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a		
b Enter the final maturity date of the GIC ▶ _____			
c Enter the name of the GIC provider ▶ _____			
37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:			
b Enter the date of the master pool obligation ▶ _____			
c Enter the EIN of the issuer of the master pool obligation ▶ _____			
d Enter the name of the issuer of the master pool obligation ▶ _____			
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ <input type="checkbox"/>			
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ <input type="checkbox"/>			
41a If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:			
b Name of hedge provider ▶ _____			
c Type of hedge ▶ _____			
d Term of hedge ▶ _____			
42 If the issuer has superintegrated the hedge, check box ▶ <input type="checkbox"/>			
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ <input type="checkbox"/>			
44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ <input type="checkbox"/>			
45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement ▶ _____			
b Enter the date the official intent was adopted ▶ _____			

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
	Firm's name ▶	Firm's EIN ▶		
	Firm's address ▶	Phone no.		



STATE OF OKLAHOMA
OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES

To whom it may concern;

Agency contract SW0197; Garbage Trucks, was awarded for a period commencing December 30, 2014 and ending December 29, 2017. The State of Oklahoma is requesting to extend the contract for a third ninety (90) business days at the same terms and conditions. Contract period will be active from May 21, 2018 through August 19, 2018.

Note: If new contract becomes available before ending date extension of August 19, 2018, then new contract will supersede extension.

Previous Dates:

Agreement Period: 12/30/2014 – 12/29/2017
1st Extension Period: 12/29/2017 – 2/20/2018
2nd Extension Period: 2/20/2018 – 5/21/2018
3rd Extension Period: 5/21/2018 – 8/19/2018

Please indicate your firm's response to our below request and return to the Contracting Officer listed below via email.

- Yes, our firm will extend contract pricing and terms on the above listed contract.
 No, our firm cannot extend contract pricing and terms on the above listed contract.

Federal Employer Identification Number: 27-0002970
Company Name: United Engines
Address: 5555 W. Reno Ave
City: Oklahoma City State: OK Zip Code: 73127
Name/Title: [Signature] Date: 5/7/2018 Signature: [Signature]

Contracting Officer: Blaine Bridges

Email: Blaine.Bridges@omes.ok.gov



May 14, 2018

Mr. Louis Mintz
Public Works Director
City of Enid
401 West Owen Garriott Road
Enid Oklahoma 73701

We are pleased to present the following **OKLAHOMA STATE PURCHASING CONTRACT SW191 BID** for three 2019 Mack LR 64R/Heil DPF Python 28 yard eject style refuse compactor bodies.

Standard equipment features included in body bid price include:

5.2 cubic yard hopper
Python lift-2 year limited structural warranty and 108" lift reach, 1250 lb. lift capacity
Street side access door, under hopper liquid sump with 2 clean out doors and steel rake
Fully automatic Shur-Loc tailgate latches and tailgate service props
Operate-in-gear-at-idle front mount tandem vane pump system
Cushioned up and down, chrome plated cylinder rods
Chassis mounted oil tank with level/temperature gauge and oil suction shut of valve
3 micron return line filter with magnetic trap
In cab filter by pass monitor, 140 micron suction line strainer
Fabric guard hose protection on all high pressure hoses
In cab packing and hoist, and tailgate controls, electric/air
Air/electric operated in-cab lift controls joy stick style
Cortex Controller with insight diagnostic display and lift cycle counter
Auto Lift and Select-O-Pack, Arm rest and lift reach warning
LED lights with duplicate high and low stop, turn and tail lights, LED mid-body turn signals
Rear anti sail/anti splash mud flaps, rear camera bracket and flood lights - reverse activated
Body undercoating and cavity coat and joint sealer
Standard one year (2000 hours) warranty

Optional equipment included in body bid price:

Full factory mount
Third Eye three camera system with color monitor
Tri cuff belt grabber
Hopper hood
Hopper and lift work light
20 lb. fire extinguisher
Peterson safety strobe system
Severe duty wear bar in hopper



Mud flaps in front of rear tires
Body side-back assist lights
Infinity pack cylinders

CHASSIS;
2019 Mack LR 64R dual drive chassis
Mack MP-7 325 HP diesel engine
Allison 4500 RDS 6 speed automatic transmission

Please see enclosed information for complete chassis specifications.

FOB Oklahoma City Oklahoma

OKLAHOMA STATE PURCHASING CONTRACT SW191 BID PRICE:
\$ 277,388.00 EACH \$ 832,164.00 GRAND TOTAL

Price includes freight to Oklahoma City and training on equipment.

All Heil Ready Truck chassis are subject to prior sale. Prices subject to chassis stock on hand in Fort Payne Alabama

Heil products are made in the USA in Fort Payne Alabama

All sales are subject to United Engines Terms and Conditions of sale which can be found at <http://unitedengines.com/UEStandardTC.pdf> and which are incorporated by reference into this document as if fully set forth herein.

Respectfully submitted,

A handwritten signature in blue ink that reads "Dave Chapel".

Dave Chapel
United Engines
5555 West Reno
Oklahoma City, OK 73127
dchapel@unitedengines.com

PLEASE CHECK YOUR ANSWERS OR FILL IN

1. Do you allow any trade-ins? YES or NO
2. Do you give any multiple unit discounts? YES or NO
3. What is the multiple unit discount given in?
 2 % OFF or AMOUNT OFF
4. How much has to be purchased to get the discount?
 2+ **QUANTITY PURCHASED** or AMOUNT or % OFF
5. How much is the discount? (\$ or %)
 N/A or % OFF
6. OEM Repair Parts discount is?
 N/A or % OFF

Effective December ,1,2017 DuraPack Python Sales Order Form

Base Units DuraPack Python			
<input type="checkbox"/>	22 cubic yard - CNRG Tailgate Not Available With This Body Size		\$118,880
<input type="checkbox"/>	<input type="checkbox"/> EJECT <input type="checkbox"/> DUMP <input type="checkbox"/> Service Hoist <input type="checkbox"/> Serviceable Eject		
<input type="checkbox"/>	24 cubic yard - CNRG Tailgate Not Available With This Body Size		\$119,930
<input type="checkbox"/>	<input type="checkbox"/> EJECT <input type="checkbox"/> DUMP <input type="checkbox"/> Service Hoist <input type="checkbox"/> Serviceable Eject		
<input type="checkbox"/>	26 cubic yard - CNRG Tailgate Reduces Tailgate Capacity by 2 Cubic Yards - 24 Cubic Yard Unit With CNrG		\$122,000
<input type="checkbox"/>	<input type="checkbox"/> EJECT <input type="checkbox"/> DUMP <input type="checkbox"/> Service Hoist <input type="checkbox"/> Serviceable Eject		
<input checked="" type="checkbox"/>	28 cubic yard - CNRG Tailgate Reduces Tailgate Capacity by 2 Cubic Yards - 26 Cubic Yard Unit With CNrG		\$121,225
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> EJECT <input type="checkbox"/> DUMP <input type="checkbox"/> Service Hoist <input type="checkbox"/> Serviceable Eject		
<input type="checkbox"/>	33 cubic yard - CNRG Tailgate Reduces Tailgate Capacity by 2 Cubic Yards - 31 Cubic Yard Unit With CNrG		\$126,151
<input type="checkbox"/>	<input type="checkbox"/> EJECT <input type="checkbox"/> DUMP <input type="checkbox"/> Service Hoist <input type="checkbox"/> Serviceable Eject		
<input type="checkbox"/>	Service Hoist Kit	B9	\$4,385
<input type="checkbox"/>	Serviceable Eject		\$2,310
	Hopper Size		5.2 yd ³

CHASSIS MUST CONFORM WITH HEIL'S MOST CURRENT CHASSIS SPECIFICATIONS AT WWW.HEIL.COM

* NOTE: Red numbers reference Option Photo Index

Mounting Options			
<input checked="" type="checkbox"/>	Full Factory Mount for Service Hoist, Eject Models, and Serviceable Eject		\$5,505
<input type="checkbox"/>	Full Factory Mount for Dump Models		\$5,915
<input type="checkbox"/>	Mount at Dealer Destination		\$735
Grabber and Lift Options			
<input checked="" type="checkbox"/>	TriCuff Grabber - handles a variety of 30 to 110 gallon square, rectangular and round semi-automated and automated barrels	MG16	\$1,315
<input type="checkbox"/>	TriCuff Grip Rite Grabber - handles a variety of 30 to 110 gallon square, rectangular and round semi-automated and automated barrels. No Spring Tensioner		\$1,315
<input type="checkbox"/>	Belt Grabbers with Spring Loaded Inner Arm - to accommodate 60/90 gallon round automated barrels	MG15	\$1,315
<input type="checkbox"/>	Universal Belt Grabbers with Spring Loaded Inner Arm - to accommodate 90 - 300 gallon round automated barrels	MG18	\$1,315
<input type="checkbox"/>	Changeable Spring Steel Grabbers - for 60 and 90 gallon round automated barrels with 26" - 27" grab diameter	MG17	\$1,315
<input type="checkbox"/>	Changeable Spring Steel Grabbers - for 300 * gallon round automated barrels with 41" - 43" grab diameter	MG17	\$1,315
<input type="checkbox"/>	Grabber Interlock Kit - prevents lift raise with grabbers in open position and grabbers opening in the lift raised position		\$1,190
<input type="checkbox"/>	Grabber storage bracket supplied at no charge when any TWO sets of spring steel grabbers are ordered		
Power Take Off / Pump Options			
<input checked="" type="checkbox"/>	Operate-in-gear-at-idle (OIGAI) Front Mount Tandem Vane Pump		STD
<input type="checkbox"/>	Operate-in-gear-at-idle (OIGAI) Remote Mount Tandem Vane Pump with Transmission Driven, Constant Duty PTO		\$2,950
<input type="checkbox"/>	890 Hot Shift PTO with Tandem Vane Pump		\$3,735
<input type="checkbox"/>	897 Constant Duty PTO with Tandem Vane Pump		\$3,735
Lighting and Electrical Accessories			
<input checked="" type="checkbox"/>	Hopper and Lift Work Light Kit - LED - two lights - in-cab switch	L11	\$725
<input checked="" type="checkbox"/>	Multi-Function (SMART) LED Strobe / Turn Lamps - includes LED light package for entire unit	L10	\$610
<input checked="" type="checkbox"/>	Body Side Backing Assist Lights mounted front body bolster - reverse activated	L6	\$505
<input type="checkbox"/>	Strobe Light, Amber - in-cab switch, pump on, and reverse activated - mounted lower tailgate	L4	\$670
<input type="checkbox"/>	Dual Oval Flat LED Strobes - in-cab switch - mounted mid-tailgate	L15	\$1,055
<input type="checkbox"/>	Dual Oval Flat LED Strobes - in-cab switch, pump on, and reverse activated - mounted mid-tailgate	L15	\$1,055
<input type="checkbox"/>	Dual Front Oval LED Strobes		\$770
<input type="checkbox"/>	Strobe Light, Amber - in-cab switch - mounted on cab	L4	\$670
Lift Controls, Options and Accessories			
<input type="checkbox"/>	Lift Cycle Counter In Addition to the Counter Provided with the Standard In Sight Display	CE8	\$645
<input type="checkbox"/>	Remote Lift Controls - mounted under seat on right hand side*	CE9	\$1,540
<input type="checkbox"/>	Additional Joystick Control for Lift - mounted in-cab	CE10	\$1,785

Effective December ,1,2017 DuraPack Python Sales Order Form

Body Options			
<input type="checkbox"/>	Hopper and Body Floor Liner (3/16" - 150,000 psi)		\$1,375
<input type="checkbox"/>	1/4" AR400 Body Floor in lieu of standard 3/16" AR400		\$1,280
<input type="checkbox"/>	3" Hopper Drain Valve	B20	\$345
<input type="checkbox"/>	Mud Guards - steel - mounted ahead of tires	B8	\$325
<input checked="" type="checkbox"/>	Mud Flaps - anti-sail / anti-splash - ahead of rear tires	B7	\$225
<input checked="" type="checkbox"/>	Hopper Hood	B35	\$1,975
<input type="checkbox"/>	Manual Hopper Cover - Standard Cover - mesh expanded metal with extended handle accessible from ground	B33	\$1,210
<input type="checkbox"/>	Manual Hopper Cover for use with Hopper Hood		\$1,210
<input type="checkbox"/>	Hydraulic Sliding Top Door with Lift Interlock and indicator light in cab - <i>Cannot be used in conjunction with hopper hood</i>	B28	\$6,680
<input type="checkbox"/>	Triple Cart Holder - mounted on tailgate for transporting empty carts - <i>Not Available with CNrG CNG System</i>		\$360
<input checked="" type="checkbox"/>	20 lb. Fire Extinguisher with Bracket	B4	\$500
<input type="checkbox"/>	Dual 20 lb. Fire Extinguishers with Bracket		\$995
<input type="checkbox"/>	Tool Box (18" x 18" x 36") - frame mounted - available on Eject Models Only	B5	\$815
<input type="checkbox"/>	Tool Box (18" x 18" x 24") - frame mounted - available on Eject Models Only	B5	\$765
<input type="checkbox"/>	Tool Box (18" x 18" x 24") - bumper mounted	B6	\$765
<input type="checkbox"/>	Hydraulic Pressure Gauge Kit (shipped loose in cab)	B2	\$305
<input type="checkbox"/>	Hydraulic Oil Tank Heater - 500 watts		\$1,185
<input type="checkbox"/>	Hydraulic Tank Low Oil Level Warning Kit		\$1,085
<input type="checkbox"/>	Dual High Pressure Filter Kit	B3	\$1,795
<input type="checkbox"/>	Rear Caution Decal	B24	\$285
<input type="checkbox"/>	Return Line Check Valve Kit		\$505
<input type="checkbox"/>	Broom and Shovel Kit - Mounted Underbody - Includes Broom and Shovel		\$210
<input type="checkbox"/>	Hydraulic Oil Tank Quick Disconnect Kit - For use with filter buggy		\$815
<input type="checkbox"/>	Spill Kit		\$445
<input type="checkbox"/>	Fender Extension Kit		\$725
<input type="checkbox"/>	Sump Chutes		\$465
<input type="checkbox"/>	Tapered Roof Kit - Only Available in 28 cubic yard units - Helps reduce trash from blowing out		\$1,495
<input type="checkbox"/>	Low Profile Shur Lock Tailgate Locks MUST be used with Tag Axle Applications - Does not have T/G closed indicator flag		\$360
<input checked="" type="checkbox"/>	Infinity Series Packer/Eject Cylinders with scrapers and hardened rods to 50 HRC - Includes Five (5) Year Packer/Eject Cylinder Only Warranty that covers dents and dings. <i>(This Option is Required if purchasing extended warranty's below)</i>		\$3,055
Note: Hopper hood may not be ordered in conjunction with a sliding top door			
CNrG Tailgate Mounted CNG - Includes Installation Fee - Reduces Yardage Capacity 2 Cubic Yards			
<input type="checkbox"/>	60 DGE CNG System - <i>NOT AVAILABLE ON A DUMP UNIT</i>		\$40,425
<input type="checkbox"/>	75 DGE CNG System - <i>NOT AVAILABLE ON A DUMP UNIT</i>		\$42,110
<input type="checkbox"/>	90 DGE CNG System - <i>NOT AVAILABLE ON A DUMP UNIT</i>		\$47,865
CNrG Options			
<input type="checkbox"/>	Front Bumper Fill with Kill Cap		\$1,250
<input type="checkbox"/>	Defuel Transfer Hose - 35 ft.		\$1,190
Camera Systems			
All camera systems are mounted with protective camera brackets and twin tailgate flood lights			
CAMERA MONITOR LOCATION WILL BE CAB ROOF MOUNTED			
Swivel monitor bracket will be provided for dual drive chassis			
360 Camera Systems and Options			
<input type="checkbox"/>	360 Degree Camera Package - Includes 360 degree camera system (4 camera), DVR capability, Dash Camera, Operator Facing Camera, and Hopper Camera.		\$10,260
<input type="checkbox"/>	360 Base Camera System - Includes 360 (4 Camera System) for Monitoring Only		\$8,440
<input type="checkbox"/>	Add DVR for Recording Function - Includes Dash Camera for Road Facing View		\$1,680
<input type="checkbox"/>	Add Operator Facing Camera for Operator Monitoring		\$385
<input type="checkbox"/>	Add Hopper Camera		\$1,035
3rd Eye Camera Systems			
<input type="checkbox"/>	3rd Eye Single Camera with LCD Color Monitor		\$1,580
<input type="checkbox"/>	3rd Eye Double Camera with LCD Color Monitor		\$2,030
<input checked="" type="checkbox"/>	3rd Eye Triple Camera with LCD Color Monitor		\$2,475
Camera 1 Location - Mounted on Tailgate Facing Rear			
Camera 2 Location <input type="checkbox"/> Left Hand Side Cab - <input type="checkbox"/> Right Hand Side Cab - <input type="checkbox"/> Hopper - <input type="checkbox"/> Grabber			
Camera 3 Location <input checked="" type="checkbox"/> Left Hand Side Cab - <input type="checkbox"/> Right Hand Side Cab - <input checked="" type="checkbox"/> Hopper - <input type="checkbox"/> Grabber			
Load Cell Scale Systems			
<input type="checkbox"/>	Heil Optimum Payload System (HOPS) using Air-Weigh Axle Scales	CE20	\$8,740
<input type="checkbox"/>	Air-Weigh Axle Scale System without Interlock	CE20	\$8,155
Auxiliary Axles and Tires			

Effective December ,1,2017 DuraPack Python Sales Order Form

CNG Installation - Top of Body Installation				\$5,625
<input type="checkbox"/>	CNG Installation Charge - Includes brackets, hardware, and mounting of CNG system			
Extended Complete Body Warranty Options				
<input type="checkbox"/>	Two (2) Year (Months 13-24) (Maximum 4,000 hrs. of Operation) Complete Heil Body Warranty	Requires		\$2,640
	<i>additional purchase of Infinity packer/eject cylinders from above</i>			
<input type="checkbox"/>	Three (3) Year (Months 13-36) (Maximum 6,000 hrs. of Operation) Complete Heil Body & Lift Warranty			\$8,195
	<i>Requires additional purchase of Infinity packer/eject cylinders from above</i>			
<input type="checkbox"/>	Four (4) Year (Months 13-48) (Maximum 8,000 hrs. of Operation) Complete Heil Body & Lift Warranty			\$12,250
	<i>Requires additional purchase of Infinity packer/eject cylinders from above</i>			
<input type="checkbox"/>	Five (5) Year (Months 13-60) (Maximum 10,000 hrs. of Operation) Complete Heil Body & Lift Warranty			\$16,350
	<i>Requires additional purchase of Infinity packer/eject cylinders from above</i>			
Extended Cylinder Warranty Options				
<input type="checkbox"/>	Two (2) Year (Months 13-24) (Maximum 4,000 hrs. of Operation) All other Non-Infinity Cylinder Warranty -	Requires		\$2,950
	<i>additional purchase of Infinity packer/eject cylinders from above</i>			
<input type="checkbox"/>	Three (3) Year (Months 13-36) (Maximum 6,000 hrs. of Operation) All other Non-Infinity Cylinder Warranty -	Requires		\$5,830
	<i>additional purchase of Infinity packer/eject cylinders from above</i>			
<input type="checkbox"/>	Four (4) Year (Months 13-48) (Maximum 8,000 hrs. of Operation) All other Non-Infinity Cylinder Warranty -	Requires		\$8,725
	<i>additional purchase of Infinity packer/eject cylinders from above</i>			
<input type="checkbox"/>	Five (5) Year (Maximum 10,000 hrs. of Operation) All other Non-Infinity Cylinder Warranty -	Requires		\$11,050
	<i>purchase of Infinity packer or eject Cylinders from above</i>			
Paint Options				
	NOTE: LIST PAINT CODES ON PAINT DIAGRAM			\$390
<input type="checkbox"/>	Customized Paint Color - Paint Color Code NOT included in the Color Smart Brochure			\$325
<input type="checkbox"/>	Customized Lift Paint - Any color other than Visibility Yellow (Standard)			\$1,485
<input type="checkbox"/>	Two Tone Paint			\$1,250
<input type="checkbox"/>	Paint Striping - first stripe			\$695
<input type="checkbox"/>	Paint Striping - each additional stripe			\$5,000
<input type="checkbox"/>	Metallic Paint			\$1,735
<input type="checkbox"/>	Clear coat Finish			\$2,500
<input type="checkbox"/>	Anti-Graffiti Clear coat Finish			(\$1,220)
<input type="checkbox"/>	Prime Paint Only - deduct			
TOTALS				\$138,115
	Total from Options Above (MSRP)			
	Additional Options (Custom's, Chassis Mods, Etc.) Total			\$138,115
	Subtotal			\$5,525
	Dealer Discount (%)	4%		\$132,590
	Dealer Net Price			\$2,651
	Additional Discount (SPR)			\$2,500
	Freight			\$132,439
	Total Price per Unit			

City Commission Meeting

11.1.

Meeting Date: 07/03/2018

Submitted By: Erin Crawford, Chief Financial Officer

SUBJECT:

CONSIDER EXERCISING THE OPTION TO EXTEND THE LEASE AGREEMENT ON THE 2016 JOHN DEERE DOZER WITH COMMUNITY NATIONAL BANK, OKARCHE, OKLAHOMA IN THE AMOUNT OF \$78,103.80.

BACKGROUND:

In 2015, the Enid Municipal Authority entered into an agreement with Yellowhouse Machinery, Co., to lease a 2016 John Deere Dozer. Yellowhouse Machinery, Co. assigned the lease to Community Nation Bank of Okarche, Oklahoma. Annually, EMA must authorize the exercise the option to renew the lease. Executive of the extension would extend usage of the compactor through June 2019. Funds were included in the Solid Waste department financial plan for the lease payments.

RECOMMENDATION:

Execute renewal of lease.

PRESENTER:

Louis Mintz, Public Utilities Director.

Fiscal Impact

Budgeted Y/N: Y

Amount: \$78,103.80

Funding Source:

Enid Municipal Authority

Attachments

Dozer Lease Renewal

COMMUNITY NATIONAL BANK

P.O. BOX 545
653 N. Main / HIGHWAY 81
(405) 263-7491
OKARCHE, OKLAHOMA 73762

P.O. BOX 618
101 N. MAIN
(580) 227-4426
FAIRVIEW, OKLAHOMA 73737

NOTICE EXERCISING OPTION TO RENEW LEASE

Community National Bank of Okarche
Attn: David Craig
P.O. Box 545
Okarche, OK 73762

RE: Lease Purchase Agreement
2015 John Deere 850K Dozer
Loan #6472700

Please be advised that the undersigned, as Lessee under a Lease Purchase Agreement Contract for property known as **2015 John Deere 850K Dozer Serial #T0850KXKFF287780** dated **December 17, 2015**, does hereby exercise the option to extend the term of said Lease for a period commencing on **July 1, 2018** and terminating on **June 30, 2019**.

It is further provided, that all other terms of the Lease shall continue during this extended term as set forth herein.

Signed under the seal this _____ day of _____, 2018.

Yours very truly,
Lessee:
Enid Municipal Authority
P.O. Box 1768
Enid, OK 73702

William Shewey Mayor & Chairman

Jerald Gilbert City Manager

Carol Lahman City Attorney

ATTEST: _____
Alissa Lack, City Clerk

City Commission Meeting

11.2.

Meeting Date: 07/03/2018

Submitted By: Erin Crawford, Chief Financial Officer

SUBJECT:

CONSIDER EXERCISING THE OPTION TO EXTEND THE LEASE AGREEMENT ON THE 2015 BOMAG COMPACTOR WITH COMMUNITY NATIONAL BANK, OKARCHE, OKLAHOMA IN THE AMOUNT OF \$94,880.04.

BACKGROUND:

In 2015, the Enid Municipal Authority entered into an agreement with Yellowhouse Machinery, Co., to lease a 2015 Bomag compactor. Yellowhouse Machinery, Co. assigned the lease to Community Nation Bank of Okarche, Oklahoma. Annually, the EMA must authorize the exercise the option to renew the lease. Executive of the extension would extend usage of the compactor through June 2019. Funds were included in the Solid Waste department financial plan for the lease payments.

RECOMMENDATION:

Execute renewal of lease.

PRESENTER:

Louis Mintz, Public Utilities Director.

Fiscal Impact

Budgeted Y/N: Y

Amount: \$94,880.04

Funding Source:

Enid Municipal Authority

Attachments

Compactor Lease Renewal

COMMUNITY NATIONAL BANK

P.O. BOX 545
653 N. Main / HIGHWAY 81
(405) 263-7481
OKARCHE, OKLAHOMA 73762

P.O. BOX 619
101 N. MAIN
(580) 227-4426
FAIRVIEW, OKLAHOMA 73737

NOTICE EXERCISING OPTION TO RENEW LEASE

Community National Bank of Okarche
Attn: David Craig
P.O. Box 545
Okarche, OK 73762

RE: Lease Purchase Agreement
2015 Bomag Compactor
Loan #6473500

Please be advised that the undersigned, as Lessee under a Lease Purchase Agreement Contract for property known as **2015 Bomag Compactor Serial #101570021022** dated **December 17, 2015**, does hereby exercise the option to extend the term of said Lease for a period commencing on **July 1, 2018** and terminating on **June 30, 2019**.

It is further provided, that all other terms of the Lease shall continue during this extended term as set forth herein.

Signed under the seal this _____ day of _____, 2018.

Yours very truly,
Lessee:
Enid Municipal Authority
P.O. Box 1768
Enid, OK 73702

William Shewey Mayor & Chairman

Jerald Gilbert City Manager

Carol Lahman City Attorney

ATTEST: _____
Alissa Lack, City Clerk

City Commission Meeting

11.3.

Meeting Date: 07/03/2018

Submitted By: Andrea Mauser, Administrative Assistant

SUBJECT:

WAIVE FINANCE PROCEDURES MANUAL AND AWARD A BLANKET PURCHASE ORDER FOR THE ACQUISITION OF CHLORINE GAS FOR USE IN THE WATER TREATMENT PROCESS FROM JULY 1, 2018 TO JUNE 30, 2019.

BACKGROUND:

The State of Oklahoma Central Purchasing Division sends out solicitations for bids on chemicals for water treatment plants under SW003. There are four vendors that are awarded contracts under the state, but Brenntag Southwest, Inc. is the only vendor that provides 1-ton chlorine cylinders that work in conjunction with the set up at our water treatment plant. The water production department is asking to waive the competitive bidding requirement in the finance procedure manual to sole source purchase the chlorine in the necessary format for the water treatment plant. Brenntag Southwest, Inc. has provided a quote of \$0.8869 per pound or \$1,773.80 per ton delivered for the current fiscal year. Funds were included in the water production financial plan to purchase the chemicals.

RECOMMENDATION:

Waive finance procedures manual and award a blanket purchase order for \$80,000.00 to Brenntag Southwest, Inc. for the period from July 1, 2018 to June 30, 2019.

PRESENTER:

Louis Mintz, Director of Public Utilities

Fiscal Impact

Budgeted Y/N: Y
Amount: \$80,000.00
Funding Source:
Enid Municipal Authority

Attachments

Quote

Bruce Boyd

From: Elizabeth A. Harrington/Southwest/Brenntag <EAHarrington@brenntag.com>
Sent: Wednesday, June 27, 2018 2:44 PM
To: Bruce Boyd
Cc: Chad P. Caudle/Southwest/Brenntag; Debbie A. Dolphin/Southwest/Brenntag
Subject: [EXTERNAL SENDER] Requested Quote

Bruce,

Good afternoon. Your price is \$0.8869/lb. delivered on Chlorine cylinders. Please let us know if we can be of further assistance.

X 2000lb = 1773.80 per Ton

Thank you,

Elizabeth Harrington
Sales Administrative Assistant
Brenntag Southwest, Inc.
206 East Morrow Road
Sand Springs, OK 74063
Phone: 918-246-4626
Fax: 918-246-4660

NOTICE OF CONFIDENTIAL COMMUNICATION This communication and any subsequent electronic communication relating to this matter, including any attachments, constitute an "electronic communication" within the meaning of the Electronic Communications Privacy Act, 18 U.S.C.A. §2510 or any similar law of any other jurisdiction. In addition, this and any subsequent electronic communication, and any attachments, may be subject to the attorney-client privilege or be considered attorney work product.

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Please note that any views or opinions presented in this communication or any subsequent communication, including any attachments, are solely those of the author or sender and do not necessarily represent those of Brenntag or its affiliated companies. Neither Brenntag nor any of its affiliated companies accepts any liability for any damage caused by any virus transmitted by any email or its attachments. *****THIS WAS SENT FROM AN EXTERNAL SENDER. PLEASE VERIFY ITS VALIDITY IF YOU ARE UNSURE ABOUT THE NATURE OF THIS EMAIL.*****

Brentag continues to be the only source in Oklahoma for one-ton cylinders of chlorine gas. The current price for a one ton container of chlorine is \$1773.80 plus a \$50 container fee.

Bruce Boyd
Water Production Supervisor.

City Commission Meeting

11.4.

Meeting Date: 07/03/2018

Submitted By: Erin Crawford, Chief Financial Officer

SUBJECT:

AWARD A BLANKET PURCHASE ORDER FOR PURCHASE OF METER COMPONENTS TO CORE AND MAIN, LP, SAINT LOUIS, MISSOURI, FOR THE PERIOD FROM JULY 1, 2018 TO JUNE 30, 2019 IN THE AMOUNT NOT TO EXCEED \$440,000.00.

BACKGROUND:

The Utility Service Department went to an automated meter infrastructure (AMI) system in 2008. The parts were covered under warranty for 10 years. With the warranty expiring, this item provides for the purchase of the needed replacement parts for repair of the damaged meters or components. Core & Main is the sole source provider for work on the system. The annual pricing list is attached, and the replacement parts will not exceed \$440,000.00 for the 2018-2019 fiscal year. Funds were included in the Enid Municipal Authority Capital Replacement financial plan for the AMI parts.

RECOMMENDATION:

Award a blanket purchase order for \$440,000.00 to Core & Main for the period from July 1, 2018 to June 30, 2019.

PRESENTER:

Sara DelAngel, Utility Services Manager.

Fiscal Impact

Budgeted Y/N: Y

Amount: \$440,000.00

Funding Source:

Enid Municipal Authority

Attachments

Core & Main Pricing List

Sole Source Letter

	Part #	Annual Quote
<u>Meter Only</u>		
DISC METER 5/8-3/4 NT-10 C 302	DM5B11	\$ 42.50
DISC METER 1 T-10 C 302	DM2F11	\$ 122.00
<u>T-10s</u>		
5/8X3/4 T-10 w/ 450i w/ 6' antenna	ED2B11R4G1S1194	\$ 250.00
1 T-10 w/ 450i w/ 6' antenna		\$ 342.00
1 1/2 T-10 w/ 450i w/ 6' antenna		\$ 535.00
2 T-10 w/ 450i w/ 6' antenna		\$ 652.00
<u>Turbos</u>		
2" HPT w/ 450i w/ 20' Antenna		\$ 745.00
3" HPT w/ 450i w/ 20' Antenna		\$ 1,200.00
4" HPT w/ 450i w/ 20' Antenna		\$ 1,465.00
6" HPT w/ 450i w/ 20' Antenna		\$ 2,560.00
<u>Compounds</u>		
2" TRU/FLO w/ 450is and 20' antenna		\$ 1,605.00
3" TRU/FLO w/ 450is and 20' antenna		\$ 2,235.00
4" TRU/FLO w/ 450is and 20' antenna		\$ 2,805.00
6" TRU/FLO w/ 450is and 20' antenna		\$ 3,995.00
<u>Strainers</u>		
STRAINER 2 COMPLETE BRONZE	.53120-000	\$ 360.00
STRAINER 3 COMPLETE BRONZE	.53107-000	\$ 575.00
STRAINER 4 COMPLETE BRONZE	.53107-100	\$ 715.00
STRAINER 6 COMPLETE BRONZE	.52000-201	\$ 1,125.00
<u>Register Only</u>		
All Retro-fit 450is w/ 6' antenna		\$ 220.00
All Retro-fit 450is w/ 20' antenna		\$ 226.50
All Retro-fit E-Coder Registers		\$ 95.00
<u>MIUs</u>		
R450 PIT MIU 20' VER ANTENNA ASSY P/R PIT FN	.12855-500S1194	\$ 140.00
R450 PIT MIU 6' VER ANTENNA ASSY P/R PIT FN	.12855-400S1194	\$ 133.50
<u>Miscellaneous</u>		
INSTALLATION KIT PIT APPLICATIONS	.12482-002	\$ 2.85
R450 Antenna Assembly - 6'	13616-200	\$ 95.00
R450 Antenna Assembly - 20' 20 in a box	13616-300	\$ 110.00
<u>UME's</u>		
UME 3 Tru/Flo w/ E-Coder	9596-129	\$ 890.00
UME 4 Tru/Flo w/ E-Coder	9596-229	\$ 1,175.00
UME 6 Tru/Flo w/ E-Coder	9596-329	\$ 1,750.00
UME 3 Tru/Flo w/ 450is	9596-161s1194	\$ 1,250.00
UME 4 Tru/Flo w/ 450is	9596-261s1194	\$ 1,500.00
UME 6 Tru/Flo w/ 450is	9596-361s1194	\$ 2,010.00

January 17, 2018

To Whom It May Concern:

I am writing this letter to confirm that Core and Main is the sole authorized distributor for Neptune Technology Group in the State of Oklahoma.

Core and Main handles our full line of Neptune Meters, Radio Frequency Meter Reading Systems, and parts. Their local Meter and Reading Systems Specialist for the State of Oklahoma is Kevin Cherrington and he can be reached on his cell at (918) 844-6211.

If you have any question or need anything else please give me a call at (281) 794-3133. We appreciate your business.



Sincerely,

A handwritten signature in black ink that reads "Charlie Trimble". The signature is written in a cursive, flowing style.

Charlie Trimble
Senior Territory Manager

City Commission Meeting

14.1.

Meeting Date: 07/03/2018

Submitted By: Korina Crawford, Executive Assistant

SUBJECT:

APPROVE CONTRACT FOR ECONOMIC DEVELOPMENT SERVICES BETWEEN THE ENID ECONOMIC DEVELOPMENT AUTHORITY AND THE ENID REGIONAL DEVELOPMENT ALLIANCE, INC.

BACKGROUND:

This is the yearly contract with the Enid Regional Development Alliance, Inc. to provide economic development services that bring industry and jobs to the greater Enid area. The term of the agreement is for one year and the compensation is \$550,000.00.

RECOMMENDATION:

Approve contract.

PRESENTER:

Carol Lahman, City Attorney.

Attachments

Contract Economic Development Services

**CONTRACT FOR ECONOMIC DEVELOPMENT SERVICES BETWEEN
THE ENID ECONOMIC DEVELOPMENT AUTHORITY AND
THE ENID REGIONAL DEVELOPMENT ALLIANCE, INC.**

This Contract is made and entered into by and between Enid Economic Development Authority, a Public Trust, hereinafter called "EEDA", and Enid Regional Development Alliance, Inc., an Oklahoma Non-Profit Corporation, hereinafter called "Alliance."

WITNESSETH

WHEREAS, EEDA intends and desires to contract with the Alliance to promote the economic development of the City of Enid, Oklahoma (hereinafter "Enid"); and,

WHEREAS, EEDA desires to contract with Alliance to increase the revenue of Enid and its inhabitants and to provide employment for them by attracting, developing, retaining, and encouraging business, industry, and quality job creation; therefore, both economic development and this contract serve a public purpose, which is to promote the general health, safety, and welfare of the citizens of Enid; and,

WHEREAS, EEDA makes this contract for the additional purpose of continuing a long-term relationship with Alliance, and promoting continuity and stability for economic development programs within Enid; and,

WHEREAS, the Trustees of the EEDA deem this contract and the services to be performed hereunder to be unique as a professional services contract; and,

WHEREAS, This contract and EEDA's investment commitment are made with the parties anticipating similar investment from the other members of the Alliance in cooperation to accomplish the purpose hereinbefore stated and economic development for Garfield County in general; and,

WHEREAS, Alliance is a non-profit corporation, comprised of public and private members, with a mission to assure the economic prosperity of the Enid region.

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. Engagement of Alliance. EEDA hereby engages Alliance to perform certain economic development services for the benefit of Enid and EEDA. Alliance accepts such engagement pursuant to the terms and conditions set forth herein.
2. Scope of Engagement. The purpose of this contract is for Alliance to promote the economic development of Enid by, including, but not limited to, advertising Enid to potential new industries, attracting new industries to Enid, retaining existing jobs, creating additional jobs by the expansion of existing industry, and providing such capital

improvements that may be required to locate such new industry or to retain or expand existing industry. Alliance shall use its good faith and best efforts to fulfill the following work, goals, and priorities. Such scope of work includes the following objectives:

- a. Develop and implement a mission statement, goals, and program of work for comprehensive economic development for Enid;
 - b. Attract new jobs with an emphasis on higher paying jobs;
 - c. Facilitate expansion and job growth in existing businesses;
 - d. Develop, package, and recommend performance based local incentives to enhance the creation of new jobs (shell buildings, low interest financing, job credits, tax inducements, etc.);
 - e. Raise per capita income and median household income in Enid and Garfield County; and
 - f. Achieve a population growth rate above the average of that of the state of Oklahoma.
3. Term. This contract shall be effective from the 1st day of July, 2018, through the 30th day of June, 2019.
 4. Budget. In order to be considered for future fiscal year funding, on or before April 30, 2019, Alliance shall submit a budget to EEDA's Trust Manager for the following July 1st through June 30th fiscal year.
 5. Compensation. Alliance will be compensated in the amount of five hundred fifty thousand dollars (\$550,000.00) to provide economic development services as described in Paragraph 2 to be paid in four equal quarterly installments. Alliance shall invoice EEDA quarterly and such invoices shall generally be paid within thirty days.
 6. Independent Contractor Status of Alliance. Alliance is a separate, legal entity subject to direction and control by its board of directors, and the parties make this contract accordingly. All persons working for Alliance under this contract shall be employees of Alliance and shall not be considered employees of EEDA. The hiring, discharge, supervision, and management of the employees of Alliance who provide services under this contract, including, but not limited to, the determination from time to time of the qualifications of such Alliance employees who are required to perform the duties of Alliance, 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 Alliance hereunder shall be within the sole direction of Alliance.
 7. Non-Discrimination. The parties covenant 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 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.

8. Authority. Neither by this agreement, nor by its membership in Alliance does EEDA delegate any authority to Alliance to make decisions for EEDA. EEDA maintains its autonomy to operate and accomplish its purpose and objectives as prescribed in its trust indenture. Alliance has no authority to obligate EEDA or any of its funds but only has the use and support of its investment commitment paid as provided herein for economic development services.
9. Compliance with Laws. Alliance 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.
10. Default. Under this contract, default occurs when either party fails to keep, observe, or perform any material agreement, term, or provision of this contract to be kept, observed, or performed by it and such conduct continues for a period of thirty (30) days after written notice thereof by the other party.
11. Termination, Remedies Upon Default.
 - a. Upon default and in addition to any other remedies available to it on account of such event of default, either party may terminate this contract without further notice.
 - b. A default by Alliance shall result in the requirement to return funds to the EEDA and/or disqualification from future funding.
 - c. No right or remedy herein conferred upon or reserved to either of the parties is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative to any other right or remedy given hereunder or now or hereafter legally existing upon default. The failure of either party to insist upon the strict observance or performance of any of the provisions of this contract or to exercise any right or remedy provided in this contract shall not impair any such right or remedy nor be construed as a waiver or relinquishment thereof with respect to subsequent defaults. Every right and remedy given by this contract to the parties may be exercised from time to time and as often as may be deemed expedient by the parties.
12. Venue. 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.

13. 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.
14. 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:

EEDA: Attn: Trust Manager P. O. Box 1768 Enid, Oklahoma 73702	Alliance: Attn: Brent Kisling 2020 Willow Run, STE 135 Enid, Oklahoma 73703
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or at such other address as a party shall specify by like notice to the other party hereto. Notice shall be effective on the date of delivery.
15. Assignment. Neither party shall assign this contract or any interest herein without the express, written consent of the other party.
16. Indemnification and Hold Harmless. Alliance shall defend, indemnify and hold harmless the EEDA and any and all officers, agents and employees of the EEDA, 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 Alliance, 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 Contractor 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.
17. 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.
18. Integration and Amendments. This contract constitutes the entire agreement between the parties and may not be amended, altered, modified or changed in any way except in writing signed by all parties to this contract and which specifically references this contract. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this contract. 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 Agreement. 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.
19. Binding Effect. This contract binds the parties and any successors and assigns of the parties.

20. 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.
21. Counterparts. This Contract may be executed in any number of counterparts, and when each party has signed and delivered to the other at least one such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one agreement; provided, however, this contract shall not be binding upon the parties hereto until signed by all of the parties.
22. 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.
23. Good Faith and Best Efforts. EEDA and Alliance 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.
24. Identity Theft Prevention. Alliance, for itself, successors, assigns, and subcontractors agree to familiarize themselves with 16 CFR § 681, Identity Theft Rules and 24 Okla. Stat. § 161 et seq., the Security Breach Notification Act. Alliance agrees to meet or exceed the guidelines set out in those laws, including, but not limited to, its policies and procedures regarding training of personnel, use of any personal information obtained, and reporting of “Red Flag” events.
25. Governmental Tort Claims Act. By entering into this Agreement, EEDA 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.
26. Employment Verification. The EEDA requires all contractors to verify that employees working pursuant to contracts with the EEDA are legally authorized to work in the United States. Alliance agrees to verify and document the employment eligibility of all employees who may perform services pursuant to this Contract. Alliance 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.

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

Date Signed: _____

"EEDA"
Enid Economic Development Authority,
a Public Trust

William E. Shewey, Trust Chair

(SEAL)

ATTEST:

Alissa Lack, Secretary

Approved as to form and legality:

Carol Lahman, Trust Attorney

Date Signed: _____

"ALLIANCE"
Enid Regional Development Alliance, Inc.
an Oklahoma Non-Profit Corporation

Brent Kisling, Executive Director

WITNESS:

Signature

Printed Name and Title

City Commission Meeting

20.

Meeting Date: 07/03/2018

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

CONSIDER CONVENING INTO EXECUTIVE SESSION TO DISCUSS ECONOMIC DEVELOPMENT PROPOSALS FROM ENID REGIONAL DEVELOPMENT ALLIANCE AND PROPOSALS FROM RICKEY HAYES OF RETAIL ATTRACTIONS, THE CITY'S RETAIL CONSULTANT, ECONOMIC DEVELOPMENT PROPOSALS, AND RECONVENE INTO REGULAR SESSION TO TAKE ANY NECESSARY ACTIONS.

BACKGROUND:

The City Attorney recommends the Mayor and Board of Commissioners convene into Executive Session to discuss ERDA economic development proposals and Retail Attraction's economic development proposals because disclosure would interfere with the development of the proposals and violate the confidentiality of targeted businesses.

RECOMMENDATION:

Consider going into executive session.

PRESENTER:

Carol Lahman, City Attorney.
