



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 6th day of September, 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 AUGUST 21, 2018.
5. AWARDS, PRESENTATIONS, PROCLAMATIONS, AND ORGANIZATIONAL BUSINESS.
 1. PRESENT PET AVAILABLE FOR ADOPTION AT THE CITY ANIMAL SHELTER.
 2. PRESENT "WALK 4RKIDS DAY" PROCLAMATION.
 3. CONSIDER APPOINTMENT TO THE SPECIAL SALES TAX OVERSIGHT COMMITTEE.
6. COMMUNITY DEVELOPMENT.

1. **CONDUCT A HEARING AND CONSIDER A REZONING FOR PROPERTY DESCRIBED AS LOTS 1 AND 2, BLOCK 13, ROCK ISLAND HEIGHTS ADDITION AND LOTS 6-10, BLOCK 17, SOUTHERN HEIGHTS 2ND ADDITION LOCATED AT 301 EAST IOWA FROM R-2 RESIDENTIAL SINGLE FAMILY DISTRICT TO R-7 RESIDENTIAL MULTI-FAMILY DISTRICT.**

7. ADMINISTRATION.

1. **CONSIDER AND TAKE ACTION WITH RESPECT TO A RESOLUTION OF THE CITY OF ENID, OKLAHOMA (THE "CITY") APPROVING ACTION TAKEN BY THE ENID MUNICIPAL AUTHORITY (THE "AUTHORITY") AUTHORIZING ISSUANCE, SALE AND DELIVERY OF THE AUTHORITY'S SERIES 2018A DRINKING WATER SRF PROMISSORY NOTE TO OKLAHOMA WATER RESOURCES BOARD; RATIFYING AND CONFIRMING A LEASE AGREEMENT; RATIFYING AND CONFIRMING SALES TAX AGREEMENT PERTAINING TO A YEAR-TO-YEAR PLEDGE OF CERTAIN SALES TAX REVENUE; DECLARING AN EMERGENCY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.**
2. **AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2014 TITLE 4 "HEALTH AND SANITATION" CHAPTER 3, "LITTER; HANDBILLS", SECTION 4-3-2 "OWNER TO MAINTAIN PREMISES FREE OF LITTER"; CHAPTER 4, "NUISANCES" SECTION 4-4-2 'UNLAWFUL TO MAINTAIN NUISANCE'; CHAPTER 5, "WEEDS AND NOXIOUS MATTER"; CHAPTER 6 "INOPERABLE VEHICLES", SECTION 4-6-8 "FAILURE TO REMOVE"; TITLE 7 "PUBLIC WAYS AND PROPERTY", CHAPTER 7 "TREES", SECTION 7-7-2 "REMOVAL OF DEAD OR DISEASED TREES; TRIMMING TREES"; TITLE 8 "UTILITIES", SECTION 8-4-7; "STORING TRASH"; TITLE 9 "BUILDING REGULATIONS", CHAPTER 9, "PROPERTY MAINTENANCE CODE", SECTION 9-9-2 "AMENDMENTS TO PROPERTY MAINTENANCE CODE" TO PROVIDE SUBSEQUENT OFFENSE PENALTY OF A FINE UP TO FIVE HUNDRED DOLLARS; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.**
3. **AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2014 TITLE 5 "PUBLIC SAFETY" CHAPTER 5 "GENERAL OFFENSES" SECTION 5-5C-2 TO REMOVE TRESPASS WITH WEAPON; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.**

8. CONSENT.

1. **APPROVE AND EXECUTE COUNTY JAIL SERVICES ANNUAL SERVICE PAYMENT ADJUSTMENT FOR FISCAL YEAR 2018 - 2019 BETWEEN THE CITY OF ENID AND THE GARFIELD COUNTY CRIMINAL JUSTICE AUTHORITY IN THE AMOUNT OF \$110,000.00**
2. **ACCEPT A PUBLIC HIGHWAY DEDICATION DEED FROM KEITH BROYLES FOR THE DEVELOPMENT AT 1325 S. CLEVELAND STREET, ENID, GARFIELD COUNTY, OKLAHOMA.**
3. **APPROVE CHANGE ORDER NO. 1 WITH CIMARRON CONSTRUCTION COMPANY, OKLAHOMA CITY, OKLAHOMA, FOR THE BROADWAY AVENUE WATERLINE RELOCATION, US-81 TO WASHINGTON STREET, PROJECT W-1801C1, IN THE AMOUNT OF \$8,370.00.**

4. EXECUTE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FUNDING APPROVAL AGREEMENT FOR FISCAL YEAR 2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) IN THE AMOUNT OF \$418,584.00.
5. APPROVAL OF CLAIMS IN THE AMOUNT OF \$992,645.47.
9. RECESS TO CONVENE AS THE ENID MUNICIPAL AUTHORITY.
10. TRUSTEES OF THE ENID MUNICIPAL AUTHORITY REGULAR MEETING.
11. ENID MUNICIPAL AUTHORITY REGULAR MEETING.
 1. CONSIDER A RESOLUTION AUTHORIZING THE CHAIRMAN OF THE BOARD OF TRUSTEES OF THE ENID MUNICIPAL AUTHORITY TO MAKE AN APPLICATION FOR AN ABLE LICENSE FOR MEADOWLAKE GOLF COURSE TO ALLOW THE SALE OF WINE AND BEER.
 2. CONSIDER AND TAKE ACTION WITH RESPECT TO A RESOLUTION OF THE ENID MUNICIPAL AUTHORITY (THE "BORROWER") APPROVING AND AUTHORIZING A DRINKING WATER STATE REVOLVING FUND (SRF) LOAN FROM THE OKLAHOMA WATER RESOURCES BOARD IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF \$20,000,000.00; APPROVING THE ISSUANCE OF ITS DRINKING WATER SRF PROMISSORY NOTE IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF \$20,000,000.00, SECURED BY A PLEDGE OF REVENUES AND AUTHORIZING ITS EXECUTION; APPROVING AND AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT FOR DRINKING WATER SRF LOAN; DESIGNATING A LOCAL TRUSTEE AND APPROVING AND AUTHORIZING THE EXECUTION OF A TRUST AGREEMENT; APPROVING AND AUTHORIZING THE EXECUTION OF A SECURITY AGREEMENT; RATIFYING AND CONFIRMING A LEASE AGREEMENT; RATIFYING AND CONFIRMING SALES TAX AGREEMENT PERTAINING TO A YEAR-TO-YEAR PLEDGE OF CERTAIN SALES TAX REVENUE OF THE CITY OF ENID, OKLAHOMA (THE "CITY"); APPROVING VARIOUS COVENANTS; APPROVING AND AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES AGREEMENTS AND PAYMENT OF FEES AND EXPENSES; AND CONTAINING OTHER PROVISIONS RELATING THERETO.
 3. APPROVAL OF CLAIMS IN THE AMOUNT OF \$479,433.98.
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. 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 \$9,390.29.
18. ADJOURN TO RECONVENE AS THE ENID CITY COMMISSION.
19. PUBLIC COMMENTS.
20. ADJOURN.

City Commission Meeting

4.

Meeting Date: 09/06/2018

SUBJECT:

CONSIDER APPROVAL OF MINUTES OF THE REGULAR COMMISSION MEETING OF AUGUST 21, 2018.

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 21ST DAY OF AUGUST 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 21st day of August 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 20th 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, Ezzell, Waddell, Pankonin and Mayor Shewey.

ABSENT: Commissioner 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, Public Works Director Everett Glenn, Planning Administrator Chris Bauer, Police Chief Brian O'Rourke, Fire Chief Joe Jackson, Director of Marketing and Public Relations Steve Kime, Human Resources Director Sonya Key, and Ex-Officio Colonel Corey Simmons.

Minister Ray Rose of Enid Church of Christ gave the Invocation, and Public Works Director Everett Glenn led the Flag Salute.

Motion was made by Commissioner Waddell and seconded by Commissioner Janzen to approve the minutes of the regular meeting of August 7, 2018, and the vote was as follows:

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

NAY: None.

Animal Control Officer David Handley presented "Sweet William", a male Chihuahua mix available for adoption at the Enid Animal Shelter.

A Proclamation was read and presented proclaiming August 21, 2018 as "Ken Mendenhall Day". Additionally, congratulations was offered to Mr. Mendenhall for his induction into the Oklahoma Sports Hall of Fame.

Motion was made by Commissioner Janzen to reappoint Mr. Scott Cordell as the Ward 4 representative to the Special Sales Tax Oversight Committee.

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

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

NAY: None.

Mr. Cordell will serve a term through March 1, 2021.

Motion was made by Commissioner Janzen and seconded by Commissioner Waddell to reappoint Mr. Dan Randall as the At-Large representative to the Kaw Lake Funding Oversight Committee, and the vote was as follows:

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

NAY: None.

Mr. Randall will serve on the committee through December 6, 2020.

Mr. Jon Wolff, Vice-President of Municipal Finance Services, addressed commissioners regarding an action which ratified the resolution to be approved for the Financial Assistance Program (FAP) with the Oklahoma Water Resource Board (OWRB). OWRB had set a sale for the week following to sell bonds, and the proceeds of that sale would be used as one of two loans used by the City to fund engineering, planning and other non-construction costs over the next three years. This resolution authorized the incurrence of indebtedness and set the parameters for when the bonds were sold, and OWRB would then come back and set final interest rates. He noted that the rates that he had provided to the City and the EMA on this particular loan, over the last several months, had stayed around the same average interest rate at 3.85 to 4%. This loan would be a thirty-year fixed-rate loan.

Motion was made by Commissioner Ezzell and seconded by Commissioner Waddell to approve a resolution approving action taken by the Enid Municipal Authority (The "Authority") authorizing issuance, sale and delivery of the Authority's Series 2018B Promissory Note to Oklahoma Water Resources Board; ratifying and confirming a lease agreement; ratifying and confirming sales tax agreement pertaining to a year-to-year pledge of certain sales tax revenue, and containing other provisions related thereto, and the vote was as follows:

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

NAY: None.

Motion was made by Commissioner Ezzell to declare an emergency.

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

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

NAY: None.

(Copy Resolution)

Motion was made by Commissioner Janzen to remove from the table Item 6.2, An Ordinance Amending The Enid Municipal Code, 2014, Title 1, Administration, Chapter 15 “Special Events” Section 1-15-9 “Alcoholic Beverages” To Remove Requirement Of City License And Clarify Intent; Title 5, “Public Safety,” Chapter 5 “General Offenses”, Article H “Drug And Alcohol Related Offenses”, Section 5-5H-2, To Update Definitions And Allow Wine And Beer In City Parks; Title 6 “Motor Vehicles And Traffic”, Chapter 7 “General Miscellaneous Rules”, Section 6-7-13; To Update Definitions; Providing For Repealer, Savings Clause, Severability, Codification; And Effective Date; that was previously tabled at the meeting of August 7, 2018.

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

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

NAY: None.

City Attorney Carol Lahman explained that this ordinance was identical to the ordinance discussed and tabled at the meeting of August 7, 2018, with an exception for consumption of alcohol during special events. The revised version allowed for consumption of wine and beer in city owned parks. She noted that there was a prohibition of the consumption of spirits on streets, sidewalks, and public places, but no similar prohibition against beer and wine. If the commission wanted to allow citizens to have wine and beer in parks, they would pass the ordinance, as written. If they did not want that exception, the ordinance could be amended to remove that exception.

Motion was made by Commissioner Ezzell to approve said ordinance, as written.

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

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

NAY: Commissioners Norwood and Waddell.

ORDINANCE NO. 2018-23

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 1, ADMINISTRATION, CHAPTER 15 “SPECIAL EVENTS” SECTION 1-15-9 “ALCOHOLIC BEVERAGES” TO REMOVE REQUIREMENT OF CITY LICENSE AND CLARIFY INTENT; TITLE 5, “PUBLIC SAFETY,” CHAPTER 5, “GENERAL OFFENSES”, ARTICLE H “DRUG AND ALCOHOL RELATED OFFENSES”, SECTION 5-5H-2, TO UPDATE DEFINITIONS AND ALLOW WINE AND BEER IN CITY PARKS; TITLE 6 “MOTOR VEHICLES AND TRAFFIC”, CHAPTER 7 “GENERAL MISCELLANEOUS RULES”, SECTION 6-7-13; TO UPDATE DEFINITIONS; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, CODIFICATION; AND EFFECTIVE DATE.

Attorney Nate Ellis, of The Public Finance Law Group, spoke briefly, explaining that this was a successful end to one of the Tax Increment Districts. He also explained that the Advance Food TIF was one of the very first TIF districts done by the City of Enid. The purpose of this ordinance was to create a final resolution to ensure the remaining funds were distributed back to the taxing entities. He provided a brief review of the original intention and incentives involved in the TIF, and noted that Advance Foods had invested at least \$140 million and approximately 800 jobs. This TIF had been a tremendous success. The TIF was scheduled to go through the year 2023, but had been paid off five years faster than projected. This now provided a significant source of additional revenues for all of the taxing entities and jurisdictions.

Motion was made by Commissioner Ezzell and seconded by Commissioner Janzen to adopt an ordinance repealing Ordinance No. 2005-12 and terminating Increment District No. 1, City of Enid (Advance Food TIF); providing for the disposition of funds held in the apportionment fund; providing for repealer, savings clause, severability, codification; and effective date; and the vote was as follows:

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

NAY: None.

ORDINANCE NO. 2018-24

AN ORDINANCE OF THE CITY OF ENID, OKLAHOMA (THE “CITY”) REPEALING ORDINANCE NO. 2005-12 OF THE CITY AND TERMINATING INCREMENT DISTRICT NO. 1, CITY OF ENID (ADVANCE FOOD TIF); PROVIDING FOR

DISPOSITION OF FUNDS HELD IN THE APPORTIONMENT FUND; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

Motion was made by Commissioner Pankonin to approve the renaming of the park at 5th Street and Maine to Don Haskins Park, based on the proposal from the Park Board meeting of August 14th, 2018.

Brief discussion was held regarding the current name of the park.

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

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

NAY: None.

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

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

NAY: None.

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

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

NAY: None.

- (1) Award of purchase of twelve (12) 2019 all-wheel drive police vehicles to Stevens Ford, Enid, Oklahoma, in the amount of \$459,130.74;
- (2) Approval of Change Order No. 1 with Morton Construction Company for Project No. F-1809C, Willow Road West of 66th Street Bridge Replacement, to add additional calendar days to complete work, to provide for changes required, due to a gas line uncovered during demolition, at no additional cost to the City;

- (3) Acceptance of the following described Public Access Easement located at 5001 West Owen K. Garriott Road, from Aldi, Inc., a Kansas Corporation, for site development of Aldi's building expansion, at no cost to the City;

(Copy Description)

- (4) Approval of a resolution providing notice to Global Spectrum, LP of the City's election to renew the management agreement through June 30, 2024;
- (5) Approval of Collective Bargaining Agreement between the City of Enid and International Association of Fire Fighters (IAFF) Local #3722 for Fiscal Year 2018;
- (6) Approval of application for the Edward Byrne Memorial Justice Assistance Grant No. 2015-H2614-OK-DJ, awarded by the Bureau of Justice Assistance, in the amount of \$16,696.00;
- (7) Acceptance of permit from the Oklahoma Department of Environmental Quality to construct two 200 gallons per minute public water supply wells in the Ames and Ringwood well fields in Major County;
- (8) Allowance of the following claims for payment as listed:

(List Claims)

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

- TRUSTEES OF THE ENID MUNICIPAL AUTHORITY -

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

ABSENT: Trustee Wilson.

Motion was made by Trustee Janzen to approve a resolution authorizing a loan from the Oklahoma Water Resources Board in the total aggregate principal amount not to exceed \$46,500,000.00; approving the issuance of its series 2018B promissory note to Oklahoma Water Resources Board (OWRB) in the total aggregate principal amount not to exceed \$46,500,000.00, secured by a pledge of revenues and authorizing its execution.

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

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

NAY: None.

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

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

ABSENT: Trustee 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, Ezzell, 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, Ezzell, Waddell, Pankonin, Chairman Shewey, General Manager Jerald Gilbert, Trust Attorney Carol Lahman and Secretary Alissa Lack.

ABSENT: Trustee Wilson.

Motion was made by Commissioner Ezzell and seconded by Commissioner Waddell to approve a resolution authorizing the chairman of the Enid Public Transportation Authority to execute an agreement between the Oklahoma Department of Transportation (ODOT) and the Enid Public Transportation Authority for the public transit revolving fund, and the vote was as follows:

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

NAY: None.

(Copy Resolution)

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

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

NAY: None.

(Copy Resolution)

Motion was made by Commissioner Pankonin and seconded by Commissioner Ezzell to approve a resolution authorizing the Enid Public Transportation Authority to accept the contract with the Oklahoma Department of Transportation, Transit Programs Division, for a grant under 49 U.S.C. Section

5339(B), Bus and Bus Facilities Grant Program for the funds during the 2018 Fiscal program year, and the vote was as follows:

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

NAY: None.

(Copy Resolution)

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

AYE: Trustees Janzen, Norwood, Ezzell, Waddell, 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 sidewalks on commercial property, including ADA compliance and public safety; dead trees as they pertained to safety and use; and issues with mailbox rifling and police response.

There being no further business to come before the Board at this time, Mayor Shewey adjourned the meeting.

The meeting adjourned at 7:05 P.M.

City Commission Meeting

5.3.

Meeting Date: 09/06/2018

Submitted By: Cary Huffhines, Executive Assistant

SUBJECT:

CONSIDER APPOINTMENT TO THE SPECIAL SALES TAX OVERSIGHT COMMITTEE.

BACKGROUND:

The term for the At-Large representative to the Special Sales Tax Oversight committee has expired. Members of this committee are recommended for appointment by the commissioner of each respective Ward and the at large representative by recommendation by the Mayor.

Mr. Jerry Whitney is the incumbent At-Large representative, but is term-limited. Mayor Shewey has recommended Mr. Tom Andrew for consideration.

If approved, Mr. Andrew will serve on the committee through March 1, 2021.

RECOMMENDATION:

Consider appointment.

PRESENTER:

Jerald Gilbert, City Manager

City Commission Meeting

6.1.

Meeting Date: 09/06/2018

Submitted By: Karla Ruther, Assistant City Planner

SUBJECT:

CONDUCT A HEARING AND CONSIDER A REZONING FOR PROPERTY DESCRIBED AS LOTS 1 AND 2, BLOCK 13, ROCK ISLAND HEIGHTS ADDITION AND LOTS 6-10, BLOCK 17, SOUTHERN HEIGHTS 2ND ADDITION LOCATED AT 301 EAST IOWA FROM R-2 RESIDENTIAL SINGLE FAMILY DISTRICT TO R-7 RESIDENTIAL MULTI-FAMILY DISTRICT.

BACKGROUND:

This item concerns property located at the southeast corner of South 3rd Street and East Iowa Avenue. The applicant, Forgotten Ministries, is requesting to rezone the property from R-2 Residential Single Family District to R-7 Residential Multi-Family District, which allows a boarding house with a maximum density of 12 persons. The applicant is providing a program for women's transitional housing.

Envision Enid Comprehensive Plan classifies the land use as Redeveloping Neighborhoods. The Engineering Department evaluated the water, sanitary sewer and roadway systems and determined they are adequate for the proposed rezoning.

The surrounding zoning is R-2 to the east, north and south with R-4 to the west.

Since this is a transitional living facility notice was mailed to all property owners within 300 feet by the City of Enid and to all property owners within 1/4 mile by the applicant.

The Metropolitan Area Planning Commission recommended approval with a vote of 7 ayes and 2 nays. There were six people that spoke against the rezoning, four were within 300 feet of the property and two were within 1/4 mile of the property.

RECOMMENDATION:

Consider the rezoning.

PRESENTER:

Chris Bauer, Planning Administrator.

Fiscal Impact

Budgeted Y/N: N/A
Amount: \$0.00
Funding Source:
N/A

Attachments

Location map
Rezoning application
Protest map



R-4

R-2

R-4

East Iowa Ave

E Iowa Ave



Site



Phillips Southern Heights Park

South 3rd St

S 4th St

Ohio Ave

East Iowa Ave

E Iowa Ave

South 3rd St

S 4th St





East Iowa Ave

South 3rd St

F1835
650 GPM

VB-24

201

V18E-024 6

V18E-023

WWP 431

East Iowa Ave

V18E-025

452

F1860
692 GP

8

South 3rd St

1F039
1625

201

8

VB-430

201



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

Rezoning Application for Multifamily


For TREATMENT FACILITIES, MULTIPLE FAMILY FACILITIES, TRANSITIONAL LIVING FACILITIES, HALFWAY HOUSES AND ANY HOUSING OR FACILITY THAT MAY BE USED FOR MEDICAL OR NONMEDICAL DETOXIFICATION

APPLICANT RESPONSIBILITIES: Complete steps 1 through 8.

- 1. Application for rezoning is due to the Community Development Department five (5) weeks prior to a Planning Commission meeting. For Planning Commission meeting dates visit www.enid.org.
- 2. Address or location and legal description of property: 301 E. Iowa
Lots 1 & 2, Block 13, in Rock Island Heights addition
(State full legal description, including Section, Township and Range - attach additional pages if necessary)
- 3. Rezone the above described property from R-2 District to R-7 District.
- 4. If a rezoning is granted the property will be used as follows: Women's transitional housing
- 5. Provide a property ownership list (names and addresses of all property owners lying within three hundred (300) feet of the exterior boundary of subject property) certified by a licensed and bonded abstracting company, a licensed and bonded title insurance company or a licensed Oklahoma attorney who practices title work.
- 6. The entity proposing the zoning change shall mail a written notice (prepared by the City of Enid) within thirty (30) days of the hearing to all real property owners within one-quarter (1/4) of a mile where the area to be affected is located and shall be responsible for all costs incurred in mailing this notice. The list shall also be provided to the City of Enid.
- 7. Submit Affidavit of Mailing to all real property owners within one-quarter (1/4) mile where the area to be rezoned is located.
- 8. \$150.00 filing fee.

RECEIVED
MAY 21 2018
BY: RB

DATED this 21 day of May, 2018.


(Signature)

Jeremiah Herrian
(Printed Name)

1714 S 4th Enid OK
(Mailing Address)

jeremiah@forgottenministries.com
(email)

310 880 5208
(Telephone number)

(Fax Number)

CITY OF ENID RESPONSIBILITIES:

1. Prepare rezoning notice and send to applicant for one-quarter (1/4) mile mailing.
2. Send rezoning notice to all property owners within 300 feet of the exterior property of the subject property at least 20 days before the date of the hearing.
3. Send the rezoning notice to the City Clerk for publication in the newspaper.
4. Post the rezoning notice on the affected property at least 20 days before the date of the hearing.
5. Does the current [land use classification](#) support the rezoning request?
6. Engineering will review the request to determine if there are adequate water, sewer, access and stormwater capacities to support the proposed rezoning.

If you have any questions, please contact Chris Bauer at cbauer@enid.org or call (580) 616-7217

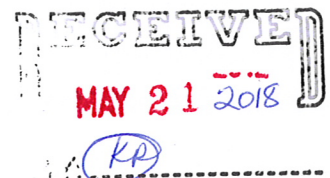
THANK YOU!



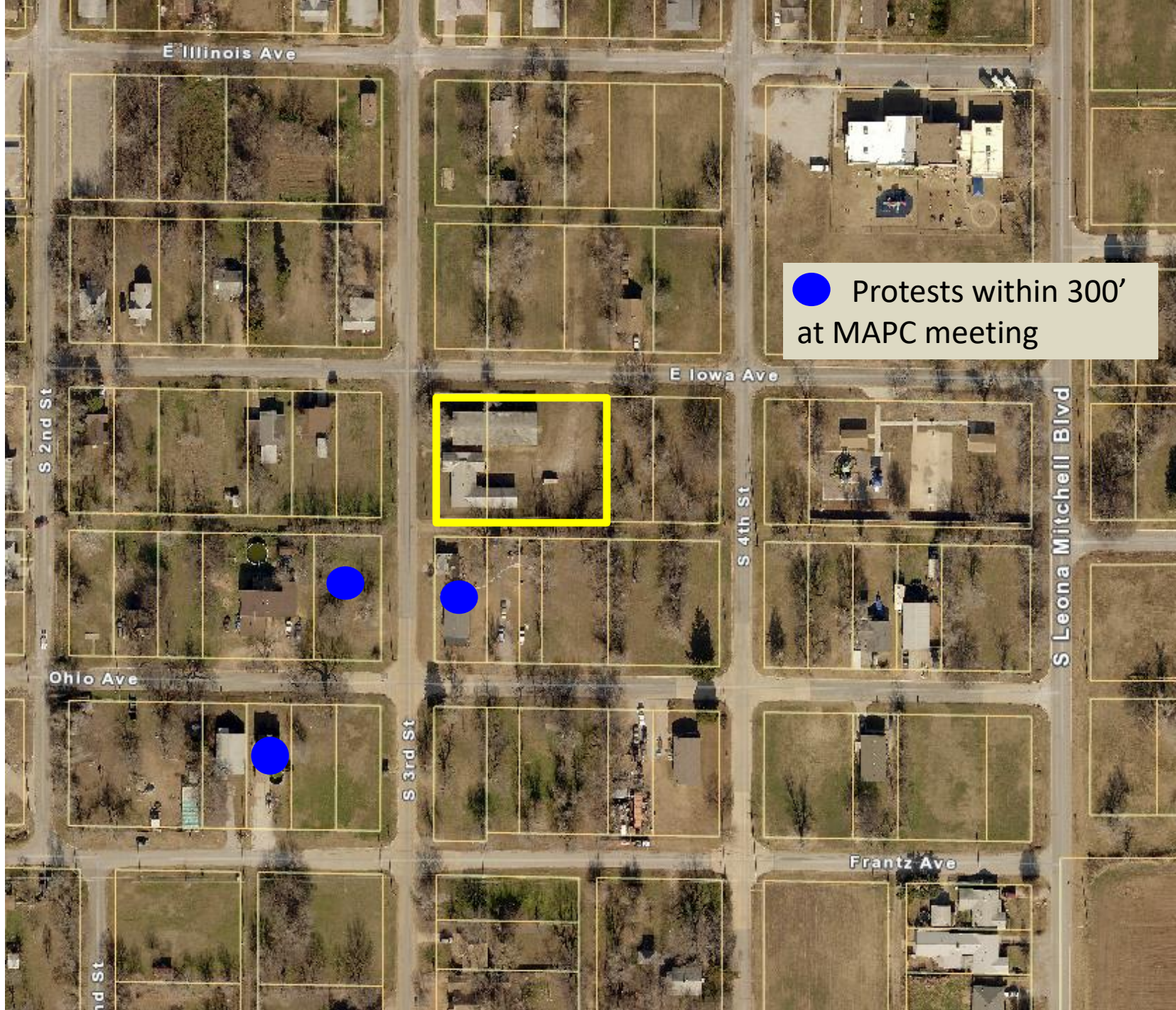
1714 S. 4th Randolph Enid, OK 73701
(310) 880-5208

Refuge at the Well
Women's Transitional Housing

Refuge at the Well will be run similar to "The Oasis," our men's transitional housing. It is a program to help transition women out of prison or off the streets and teach them how to be successful in society. The program will consist of Bible study, life skill classes, money management and other classes necessary to succeed. We hope to help to increase the women's chances of success during this transitional time of their life. The final goal of this program is to equip women with the tools to make the hard choices of having to go back to old living environments, prostituting themselves out or an environment that can cause them harm.



● Protests within 300' at MAPC meeting



City Commission Meeting

7.1.

Meeting Date: 09/06/2018

Submitted By: Cary Huffhines, Executive Assistant

SUBJECT:

CONSIDER AND TAKE ACTION WITH RESPECT TO A RESOLUTION OF THE CITY OF ENID, OKLAHOMA (THE "CITY") APPROVING ACTION TAKEN BY THE ENID MUNICIPAL AUTHORITY (THE "AUTHORITY") AUTHORIZING ISSUANCE, SALE AND DELIVERY OF THE AUTHORITY'S SERIES 2018A DRINKING WATER SRF PROMISSORY NOTE TO OKLAHOMA WATER RESOURCES BOARD; RATIFYING AND CONFIRMING A LEASE AGREEMENT; RATIFYING AND CONFIRMING SALES TAX AGREEMENT PERTAINING TO A YEAR-TO-YEAR PLEDGE OF CERTAIN SALES TAX REVENUE; DECLARING AN EMERGENCY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

BACKGROUND:

This resolution is a companion item to 11.2. The resolution approves and ratifies the Enid Municipal Authority's issuance of Series 2018A Drinking Water SRF Promissory note to the Oklahoma Water Resource Board in support of OWRB loaning a portion of the funds required for the Kaw Lake Water Project. This resolution includes an emergency clause due to the timing of the loan transactions. The emergency must receive five affirmative votes for it to be effective.

RECOMMENDATION:

Approve the Resolution. Vote to approve the Emergency Clause.

PRESENTER:

Allan Brooks, Public Finance Law Group

Attachments

Resolution

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE MAYOR AND BOARD OF CITY COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA (THE "CITY") MET IN REGULAR SESSION IN SAID CITY ON THE 6TH DAY OF SEPTEMBER, 2018, AT 6:30 P.M.

PRESENT:

ABSENT:

(OTHER PROCEEDINGS)

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

AYE:

NAY:

Thereupon, Commissioner _____ moved that an emergency be declared and that the Resolution become effective immediately. Commissioner _____ seconded the motion. The motion was adopted by the following vote:

AYE:

NAY:

The Resolution so approved is as follows:

RESOLUTION

A RESOLUTION OF THE CITY OF ENID, OKLAHOMA (THE "CITY") APPROVING ACTION TAKEN BY THE ENID MUNICIPAL AUTHORITY (THE "AUTHORITY") AUTHORIZING ISSUANCE, SALE AND DELIVERY OF THE AUTHORITY'S SERIES 2018A DRINKING WATER SRF PROMISSORY NOTE TO OKLAHOMA WATER RESOURCES BOARD; RATIFYING AND CONFIRMING A LEASE AGREEMENT; RATIFYING AND CONFIRMING SALES TAX AGREEMENT PERTAINING TO A YEAR-TO-YEAR PLEDGE OF

CERTAIN SALES TAX REVENUE; DECLARING AN EMERGENCY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, the Enid Municipal Authority (the "Authority") did, by its Resolution adopted on September 6, 2018, authorize the issuance, sale and delivery of its Series 2018A Drinking Water SRF Promissory Note to Oklahoma Water Resources Board, in order to finance the costs of certain improvements to the Borrower's water system (the "Project"); and

WHEREAS, the City hereby determines that the actions taken by the Authority should be authorized and approved; and

WHEREAS, the City hereby determines that such other action necessary or attendant to accomplishment of the referenced financing should be considered by the Mayor and City Commissioners of the City.

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

Section 1. Issuance of Note. That the issuance, sale and delivery of the Authority's Series 2018A Drinking Water SRF Promissory Note to Oklahoma Water Resources Board in the principal amount of \$20,000,000.00 (the "2018A Note"), all as approved by said Authority on September 6, 2018, be and hereby is authorized, approved and ratified.

Section 2. Approval. That all actions heretofore taken by the Authority in connection with the issuance, sale and delivery of the 2018A Note, and all other aspects of the transaction be and are hereby authorized, approved and ratified.

Section 3. Lease Agreement and Operation and Maintenance Contract. The Lease Agreement and Operation and Maintenance Contract dated as of September 1, 1976, as amended by an Amendment to Lease Agreement and Operation and Maintenance Contract dated as of April 1, 1978, and as further amended by the 1992 Amendment to Lease Agreement and Operation and Maintenance Contract dated as of July 1, 1992, all by and between the City and the Authority, (collectively, the "Lease Agreement"), whereby the City leased its water, sanitary sewer, and solid waste collection disposal systems to the Authority and whereby the City agrees to operate and maintain said systems, is hereby ratified and confirmed and the term of said Lease Agreement shall extend until the 2018A Note is paid.

Section 4. Sales Tax Agreement. The Sales Tax Agreement dated as of December 1, 2016, by and between the City and the Authority (the "Sales Tax Agreement"), which Sales Tax Agreement pertains to a year-to-year pledge of certain Sales Tax revenue as security for the 2018A Note, is hereby ratified and confirmed.

Section 5. Necessary Action. That the Mayor or Vice Mayor and City Clerk or Deputy City Clerk be and hereby are authorized and empowered to execute and deliver for and on behalf of the City any and all other documents or instruments reasonably necessary to accomplish the issuance, sale and delivery of the 2018A Note and all other aspects of the transaction.

Section 6. Emergency. It is immediately necessary for the preservation of the public health, peace and safety of the City and the inhabitants thereof that the 2018A Note be issued and that the provisions of this Resolution become operative immediately and therefore, an emergency is hereby declared to exist and this Resolution shall be in full force and effect immediately from and after its passage and approval.

[Remainder of Page Intentionally Left Blank]

APPROVED AND ADOPTED THIS 6TH DAY OF SEPTEMBER, 2018.

THE CITY OF ENID, OKLAHOMA

Mayor

ATTEST:

City Clerk

(SEAL)

STATE OF OKLAHOMA)
)SS
COUNTY OF GARFIELD)

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

GIVEN UNDER MY HAND THIS 6TH DAY OF SEPTEMBER, 2018.

(SEAL)

City Clerk

Meeting Date: 09/06/2018

Submitted By: Korina Crawford, Executive Assistant

SUBJECT:

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2014 TITLE 4 “HEALTH AND SANITATION” CHAPTER 3, “LITTER; HANDBILLS”, SECTION 4-3-2 “OWNER TO MAINTAIN PREMISES FREE OF LITTER”; CHAPTER 4, “NUISANCES” SECTION 4-4-2 ‘UNLAWFUL TO MAINTAIN NUISANCE’; CHAPTER 5, “WEEDS AND NOXIOUS MATTER”; CHAPTER 6 “INOPERABLE VEHICLES”, SECTION 4-6-8 “FAILURE TO REMOVE”; TITLE 7 “PUBLIC WAYS AND PROPERTY”, CHAPTER 7 “TREES”, SECTION 7-7-2 “REMOVAL OF DEAD OR DISEASED TREES; TRIMMING TREES”; TITLE 8 “UTILITIES”, SECTION 8-4-7; “STORING TRASH”; TITLE 9 “BUILDING REGULATIONS”, CHAPTER 9, “PROPERTY MAINTENANCE CODE”, SECTION 9-9-2 “AMENDMENTS TO PROPERTY MAINTENANCE CODE” TO PROVIDE SUBSEQUENT OFFENSE PENALTY OF A FINE UP TO FIVE HUNDRED DOLLARS; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

BACKGROUND:

This ordinance was reviewed at the August 21, 2018 Study Session. Various offenses that involve maintenance of property generally have been grouped together to allow an increased fine for a subsequent offense after conviction of any of the grouped offenses. For the higher fine to apply to an offense the person must have been convicted of one of the offenses prior to the commission of the second offense. Currently, the tiered graduated penalties provides three tiers. This Ordinance simplifies the fines and provides an initial maximum penalty of \$100.00 and subsequent offenses that occur within five years allows for a maximum penalty of \$500.00.

RECOMMENDATION:

Approve ordinance.

PRESENTER:

Carol Lahman, City Attorney.

Attachments

Code Related Subsequent Offense

ORDINANCE NO. 2018-__

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2014 TITLE 4 “HEALTH AND SANITATION” CHAPTER 3, “LITTER; HANDBILLS”, SECTION 4-3-2 “OWNER TO MAINTAIN PREMISES FREE OF LITTER”; CHAPTER 4, “NUISANCES” SECTION 4-4-2 ‘UNLAWFUL TO MAINTAIN NUISANCE’; CHAPTER 5, “WEEDS AND NOXIOUS MATTER”; CHAPTER 6 “INOPERABLE VEHICLES”, SECTION 4-6-8 “FAILURE TO REMOVE”; TITLE 7 “PUBLIC WAYS AND PROPERTY”, CHAPTER 7 “TREES”, SECTION 7-7-2 “REMOVAL OF DEAD OR DISEASED TREES; TRIMMING TREES”; TITLE 8 “UTILITIES”, SECTION 8-4-7; “STORING TRASH”; TITLE 9 “BUILDING REGULATIONS”, CHAPTER 9, “PROPERTY MAINTENANCE CODE”, SECTION 9-9-2 “AMENDMENTS TO PROPERTY MAINTENANCE CODE” TO PROVIDE SUBSEQUENT OFFENSE PENALTY OF A FINE UP TO FIVE HUNDRED DOLLARS; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

ORDINANCE

Section 1: That Title 4, Chapter 3, Section 4-3-2- of the Enid Municipal Code, 2014 is hereby amended as follows:

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

- A. The owner or person in control of any private property shall at all times maintain the premises free of litter. Provided, however, this section shall not prohibit the storage of litter in authorized private receptacles for collection.

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

Section 2: That Title 4, Chapter 3, Section 4-3-2- of the Enid Municipal Code, 2014 is hereby amended as follows:

4-4-2: UNLAWFUL TO MAINTAIN NUISANCE:

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

Section 3: That Title 4, Chapter 5, Section 4-5-8 of the Enid Municipal Code, 2014 is hereby amended as follows:

4-5-8: TRASH AND WEED ACCUMULATION:

- A. Owner Responsibility: No person, entity or corporation owning or otherwise in possession or control of real property located within the corporate limits of the city shall allow:
1. Trash to accumulate in any front yard, side yard, rear yard, adjacent alleyway, or any other area that the resident has a duty to maintain; or
 2. Weeds to grow or remain upon such real property in any front yard, side yard, rear yard, curb area, adjacent alleyway, or any other area that the resident has a duty to maintain.
 3. Trash and weeds, when cleared from the property, shall not be placed, blown or otherwise allowed to be deposited into the gutters or the street.
- B. Classification Of Violation: Each violation of the provisions of this section shall be punishable by a fine of up to one hundred dollars (\$100.00), plus costs and fees, unless the person charged has been previously convicted once under this section or any of the following sections: 4-3-2, 4-4-2, 4-6-8 of this title; 7-7-2, 8-4-7, 9-9-2, and 11-14-8 of this code, in the last five (5) years, then a violation of this chapter shall be punishable by a fine of up to ~~two hundred fifty dollars (\$250.00) plus costs and fees. If the person charged has been previously convicted more than once under this section or any of the above referenced sections in the last five (5) years, then a violation of this chapter shall be punishable by a fine of up to five~~ hundred dollars (\$500.00) plus costs and fees.
- C. Exception: The provisions of this chapter shall not apply to any property zoned and used for agricultural purposes.

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

4-6-8: FAILURE TO REMOVE:

- A. No person shall fail to remove an inoperable motor vehicle after the notice provided herein.
- B. The violations of this section shall be punishable by a fine of up to one hundred dollars (\$100.00), plus costs, unless the person charged has been previously convicted once under this section or any of the following sections: 4-3-2, 4-5-8, 4-6-8 of this title; 7-7-2, 8-4-7, and 9-9-2 of this Code, in the last five (5) years, then a violation of this section shall be punishable by a fine of up to ~~two hundred dollars (\$200.00), plus costs. If the person charged has been previously convicted more than once under this section or any of the above referenced sections in the last five (5) years, then a violation of this section shall be punishable by a fine of~~ five hundred dollars (\$500.00), plus costs.

Section 5: That Title 7, Chapter7, Section 7-7-2 of the Enid Municipal Code, 2014 is hereby amended as follows:

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

A. Trimming Or Removal:

1. Property owners shall trim trees so as not to obstruct the passage of pedestrians on sidewalks (no limbs below 8 feet), nor vehicles traveling on streets (no limbs below 14 feet) and alleys (no limbs below 12 feet).

2. The City shall have the right to cause the removal of any dead or diseased trees or the trimming of live trees on private property within the City, when such trees constitute a hazard to life and property, or harbor insects or disease which constitute a potential threat to other trees within the City.

- B. Notice; Abatement: The City Code Office will notify in writing the owners of trees specified in subsection A of this section. The trimming or removal shall be done by said owners at their own expense within thirty (30) days after the date of service of notice. In the event of failure of owners to comply with such provisions, the City shall have the authority to remove such trees and charge the cost of the work to said owners.
- C. Violation: The violations of this section shall be punishable by a fine of up to one hundred dollars (\$100.00), plus costs, unless the person charged has been previously convicted once under this section or any of the following sections of this Code: 4-3-2, 4-5-8, 4-6-8 of this title; 7-7-2, 8-4-7, and 9-9-2 in the last five (5) years, then a violation of this section shall be punishable by a fine of up to ~~two hundred dollars (\$200.00), plus costs. If the person charged has been previously convicted more than once under this section or any of the above~~

~~referenced sections in the last five (5) years, then a violation of this section shall be punishable by a fine of five hundred dollars (\$500.00), plus costs~~

Section 6: That Title 8, Chapter 4, Section 8-4-7 of the Enid Municipal Code, 2014 is hereby amended as follows:

8-4-7: STORING TRASH:

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

B. Placement Of Polycart:

1. The container shall be placed at the curb no later than seven thirty o'clock (7:30) A.M. on the collection day.

2. The polycart shall be placed at the edge of the resident's property, next to the street, wheels above the curb, with the handle facing the resident's home.

3. There must be a minimum of ten feet (10') of clearance from other containers, parked vehicles, street and lampposts, trees, mailboxes, and other obstructions.

4. The resident must remove the container from the curb or street after it is emptied.

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

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

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

Section 7: That Title 9, Chapter 9, Section 9-9-2 of the Enid Municipal Code, 2014 is hereby amended as follows:

9-9-2: AMENDMENTS TO PROPERTY MAINTENANCE CODE:

The international property maintenance code, 2015 edition, is hereby amended in the following respects:

Chapter 1 Scope And Administration is hereby amended in the following respects:

Section 101.1. Insert the city of Enid.

Section 106.1 Unlawful Acts.

Any person, firm, corporation or agent, who shall violate a provision of this code, unless specified otherwise, or fail to comply therewith, or with any of the requirements thereof, or who shall erect, alter, demolish or move any structure, or has erected, constructed, altered, repaired, moved or demolished a building or structure in violation of this code shall be guilty of a misdemeanor, punishable by a fine of one hundred dollars (\$100.00), unless the person charged has been previously convicted once under this section or any of the following sections of this code: 4-3-2; 4-4-2; 4-5-8; 4-6-8; 7-7-2; and 8-4-7; and 11-14-8, in the last ~~three (3)~~ five (5) years, then a violation of this section shall be punishable by a fine of up to two hundred dollars (\$200.00), ~~or unless the person charged has previously been convicted under this section or any of the above referenced sections twice or more in the last three (3) years, then a violation of this section shall be punishable by a fine of five hundred dollars (\$500.00).~~

Section 107.1 Notice To Person Responsible.

Whenever the code official determines that there are reasonable grounds to believe that there has been a violation of any provision of this code or of any rule or regulation adopted pursuant thereto, he shall give notice of such alleged violation to the person or persons responsible therefor and such alleged violations shall constitute a nuisance.

Section 107.2 Form.

Such notice shall:

1. Be put in writing;
2. Include a description of the property sufficient for identification;
3. Include a statement of the violation(s) and why it is being issued;
4. Allow 10 days to correct safety violations, allow 45 days to correct major violations and 60 days to correct minor violations with a maximum time limit of 120 days for any combination, subject to approval of the code official; and
5. State that, if such repairs, reconstruction, alterations, removal or demolition are not voluntarily completed within the stated time as set forth in the notice, the code official shall institute such

legal proceedings charging the person or persons, firm, corporation or agent with a violation of this code.

6. Include a statement of the right to file a lien in accordance with section 106.3.

Section 107.3 Method Of Service.

Service of notice shall be as follows:

1. By delivery to the owner personally, or by leaving the notice at the usual place of abode of the owner with a person of suitable age and discretion; or
2. By depositing the notice in the United States post office addressed to the owner at his last known address with postage prepaid thereon; or
3. By posting and keeping posted for 24 hours a copy of the notice in a conspicuous place on the premises to be repaired. The removal of this notice is punishable by a fine of five hundred dollars (\$500.00).

Section 107.5 is omitted.

Section 108.4.1 Removal Of Placard.

The code official shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the code official shall be subject to the penalties provided by this code. Violation of this section shall be punishable by a fine of five hundred dollars (\$500.00).

Section 111.1 Application For Appeal. Any person directly affected may enter an appeal in writing to the construction board of appeals within 10 days following the date of service of notice of deficiencies from the code official as specified in section 107.3. Such appeal shall state the location of the property and the date of the notice of violations. The appellant must state the modification requested, the reasons therefore, and the hardship or conditions upon which the appeal is made. The fee as provided in section 2-6F-2 of the Enid municipal code shall accompany such notice of appeal.

Section 111.7 is amended and entitled "Appeals From Construction Board."

Section 111.7 Appeals From Construction Board.

Any person may appeal the decision of the construction board of appeals to Garfield County district court pursuant to 12 Oklahoma Statutes section 951, if said appeal is filed within 30 days from decision being rendered.

Chapter 2 Definitions is hereby amended in the following respects:

Section 202 "General Definitions" shall be amended to include a definition of owner:

Owner. Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county, or city as holding title to the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court; or a property manager or any person who signs the rental contract, lease or "rent to own documents" on behalf of the owner.

Chapter 3 General Requirements is hereby amended in the following respects:

Section 302.10 is created to read as follows:

Section 302.10 Care Of Premises - Open Storage.

It shall be unlawful for the owner or occupant to utilize the premises of such property for the open storage of any ice box, refrigerator, stove, glass, televisions, recliners, sofas, dressers, building material, building rubbish, vehicle parts or similar items.

Section 8: Repealer. All ordinances or parts thereof, which are inconsistent with this ordinance, are hereby repealed.

Section 9: Savings Clause. Nothing in this ordinance hereby adopted shall be construed to affect any suit or proceedings now pending in any court, or any rights acquired or liability incurred, nor any cause or causes of action accrued or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired or affected by this ordinance.

Section 10: Severability. If any one or more of the sections, sentences, clauses or parts of this ordinance, chapter or section shall, for any reason, be held invalid, the invalidity of such section, clause or part shall not affect or prejudice in any way the applicability and validity of any other provision of this ordinance. It is hereby declared to be the intention of the City Commission of the City of Enid that this section of the Enid Municipal Code would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part not been included.

Section 11: Codification. This Ordinance shall be codified as Title 4, Chapter 3, Section 4-3-2; Chapter 4, Section 4-4-2; Chapter 5, Section 4-5-8; Chapter 6, Section 4-6-8; Title 7, Chapter 7, Section 7-7-2; Title 8, Chapter 4, Section 8-4-7; and, Title 9, Chapter 9, Section 9-9-2 of the Enid Municipal Code, 2014.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this ___ day of _____, 2018.

CITY OF ENID, OKLAHOMA

William E. Shewey, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

Approved as to Form and Legality:

Carol Lahman, City Attorney

City Commission Meeting

7.3.

Meeting Date: 09/06/2018

Submitted By: Korina Crawford, Executive Assistant

SUBJECT:

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2014 TITLE 5 “PUBLIC SAFETY” CHAPTER 5 “GENERAL OFFENSES” SECTION 5-5C-2 TO REMOVE TRESPASS WITH WEAPON; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

BACKGROUND:

This Ordinance was reviewed at the August 21, 2018 study session. Section 1290.22 of Title 21 as recently amended provides that a person who has a handgun license and enters a posted building with a handgun is not committing an illegal act but the person may be denied access to the building or told to leave. If the person refused to leave or tries to enter the building after being denied access the person may be charged with trespass. Trespass under 5-5C-2(A) and (B) of the Code cover trespass on private and public property generally. This ordinance if passed conforms our Code to state law by removing the specific offense of trespass with weapon while retaining the general trespass offenses.

RECOMMENDATION:

Approve ordinance.

PRESENTER:

Carol Lahman, City Attorney.

Attachments

Trespass with Weapon

ORDINANCE NO. 2018-__

**AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2014
TITLE 5 "PUBLIC SAFETY" CHAPTER 5 "GENERAL OFFENSES"
SECTION 5-5C-2 TO REMOVE TRESPASS WITH WEAPON;
PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY
AND CODIFICATION.**

ORDINANCE

Section 1: That Title 5, Chapter 5, Section 5-5C-2 and 5-5C-3 of the Enid Municipal Code, 2014 is hereby amended as follows:

5-5C-2: TRESPASSING:

A. Public Property¹:

1. Definitions: As used in this subsection, the following terms shall have the meanings ascribed to them in this subsection A1:

OFFICIAL SIGN: Any permanently fixed notice posted by the Federal, State, County or Municipal government, to include school districts owning or maintaining any said public property.

TRESPASS: Each and every actual entry upon the premises of an owner or other person in lawful possession of the premises or government in violation and contrary to the provisions of any official sign posted to regulate and govern such entry or use.

2. Prohibited: No person shall trespass on public property.
3. Violation: The violation of this subsection shall be punishable by a fine of two hundred fifty dollars (\$250.00) plus costs.

B. Private Property²:

1. Definition: As used in this subsection, "trespass" shall mean:
 - a. Each and every actual entry upon the premises of an owner or other person in lawful possession of the premises without the express or the implied consent of the owner or other person in lawful possession;
 - b. Remaining upon the premises of an owner or other person in lawful possession after having been told to leave the premises by the owner, or the agent, or employee of the owner, or other person in lawful possession of the premises;

- c. Remaining on private property at any time other than during posted hours of business operation after having been directed to vacate such premises by a police officer; provided, that it shall not apply to persons, including employees, whose presence upon such premises is authorized by the owner or by a person in lawful possession of such premises; nor shall it apply unless hours of business operation are posted upon such premises;
 - d. Returning to private property before the posted time of opening for business operation on the next business day after having been directed to vacate such premises under the terms of this subsection.
2. Prohibited: No person shall trespass on private property.
 3. Violation: The violation of this subsection shall be punishable by a fine of up to two hundred fifty dollars (\$250.00) plus costs.

~~C. With Weapon³:~~

- ~~1. No person shall enter any building carrying a firearm, with or without a license, where the building is posted as a "No Firearms" building.~~
- ~~2. To be a "No Firearms" building, signage must be present at every entrance which reads "No Firearms Allowed On Premises". The signage should also include a symbol of a firearm within a circle with a line through it.~~
- ~~3. This subsection C shall not apply to law enforcement officers engaged in the lawful performance of their official duties.~~
- ~~4. The violation of this subsection shall be punishable by a fine of up to two hundred fifty dollars (\$250.00) plus costs. (Ord. 2013 46, 11 19 2013)~~

(State Law Reference: 21 O.S. §1290.22 Wearing Weapons)

Section 2: Repealer. All ordinances or parts thereof, which are inconsistent with this ordinance, are hereby repealed.

Section 3: Savings Clause. Nothing in this ordinance hereby adopted shall be construed to affect any suit or proceedings now pending in any court, or any rights acquired or liability incurred, nor any cause or causes of action accrued or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired or affected by this ordinance.

Section 4: Severability. If any one or more of the sections, sentences, clauses or parts of this ordinance, chapter or section shall, for any reason, be held invalid, the invalidity of such section, clause or part shall not affect or prejudice in any way the applicability and validity of any other provision of this ordinance. It is hereby declared to be the intention of the City Commission of

the City of Enid that this section of the Enid Municipal Code would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part not been included.

Section 5: Codification. This Ordinance shall be codified as Title 5, Chapter 5, Section 5-5C-2 of the Enid Municipal Code, 2014.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this ___ day of _____, 2018.

CITY OF ENID, OKLAHOMA

William E. Shewey, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

Approved as to Form and Legality:

Carol Lahman, City Attorney

City Commission Meeting

8.1.

Meeting Date: 09/06/2018

Submitted By: William Gill, Asst City Attorney

SUBJECT:

APPROVE AND EXECUTE COUNTY JAIL SERVICES ANNUAL SERVICE PAYMENT ADJUSTMENT FOR FISCAL YEAR 2018 - 2019 BETWEEN THE CITY OF ENID AND THE GARFIELD COUNTY CRIMINAL JUSTICE AUTHORITY IN THE AMOUNT OF \$110,000.00

BACKGROUND:

Since 2005, the City of Enid has contracted with the Garfield County Criminal Justice Authority to provide for the housing of City prisoners. The agreement provides that the annual fee could be increased up to ten percent a year. The fee has been \$108,000.00 since 2005. The County requested an increase of two thousand dollars for Fiscal Year 2018-2019. If approved the annual fee would be increased to \$110,000.00.

RECOMMENDATION:

Approve and execute the Annual Service Payment Adjustment.

PRESENTER:

Will Gill, Assistant City Attorney

Fiscal Impact

Budgeted Y/N: Y
Amount: \$110,000.00
Funding Source:
Police Fund

Attachments

FY 2018-2019 Jail Services Adjustment
Original Garfield County Criminal Justice Authority - County Jail Services Agreement
2011-2012 County Jail Services Agreement

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

THIS ANNUAL SERVICE PAYMENT ADJUSTMENT AGREEMENT, with an effective date of July 1, 2018 (hereinafter the "Adjustment Agreement"), is made and entered into by and between the **CITY OF ENID, OKLAHOMA**, an Oklahoma municipal corporation, (hereinafter referred to as "Enid") and the **GARFIELD COUNTY CRIMINAL JUSTICE AUTHORITY**, a Public Trust, (hereinafter referred to as "Authority"), each party having been duly organized and existing under the laws of the State of Oklahoma.

WHEREAS, Authority and Enid entered into a **COUNTY JAIL SERVICES AGREEMENT** dated April 4, 2005 (hereinafter referred to as the "Agreement") providing the effective availability of a fifteen (15) bed city jail within the county jail facility with an annual service payment as set forth therein, being \$108,000 per year for the first two (2) years; and,

WHEREAS, pursuant to paragraph "6. COMPENSATION", subparagraphs B. and F., of the Agreement, the parties are required annually to negotiate and increase the annual service payment to Authority beginning with the July 2007 payment for fiscal year July 1, 2007, to June 30, 2008, and,

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

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

**ANNUAL SERVICE PAYMENT ADJUSTMENT FOR
FISCAL YEAR JULY 1, 2018 TO JUNE 30, 2019**

A. The annual service payment for the present fiscal year as above set forth shall be the sum of One Hundred Ten Thousand Dollars (\$110,000.00) per year, payable forthwith upon formal approval of this Adjustment Agreement by both parties, if not previously paid.

B. In addition to the above payment, Enid shall provide free water and trash utility services at Enid's expense to the Garfield County Detention Facility and 216 W. Oxford (Sheriff's Office/Emergency Management). Such free utility services shall continue each month through June 30, 2019.

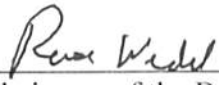
C. Except for the express modification of the annual service payment as set forth herein, the remaining covenants, terms and conditions of the Agreement between the parties shall remain in full force and effect without change.

IN WITNESS WHEREOF, the above and foregoing Annual Service Payment Adjustment Agreement has been executed in duplicate by the parties hereto and made effective July 1, 2018, except as otherwise provided herein.

CITY OF ENID, OKLAHOMA

GARFIELD COUNTY CRIMINAL JUSTICE AUTHORITY

Mayor



Chairman of the Board of Trustees

ATTEST:

City Clerk



Trustee



Trustee

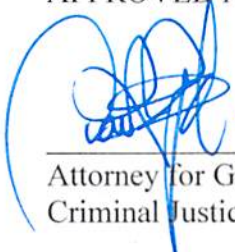
“Enid”

“Authority”

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney



Attorney for Garfield County
Criminal Justice Authority

OBJ # 12591

COUNTY JAIL SERVICES AGREEMENT

THIS JAIL SERVICES AGREEMENT is made and entered into on this 24th day of April, 2005 by and between the CITY OF ENID, a municipal corporation, hereinafter referred to as "Enid", and the GARFIELD COUNTY CRIMINAL JUSTICE AUTHORITY, hereinafter referred to as "Authority", each party having been duly organized and existing under the laws of the State of Oklahoma.

WITNESSETH:

WHEREAS, Authority, on behalf of Garfield County, and Enid, are authorized by law and agreement to have charge and custody of the Garfield County Jail and the Enid City Jail respectively; and the prisoners or inmates thereof; and,

WHEREAS, Garfield County has caused to be constructed a new jail facility on 10th Street to be thereafter managed and operated by Authority and the Garfield County Sheriff, and,

WHEREAS, the City of Enid desires to close the existing Enid City Jail and designate the new Garfield County Jail as the place of confinement for the incarceration of one or more inmates lawfully committed to its custody (city inmates); and,

WHEREAS, Authority is desirous of accepting and keeping in its custody such prisoners or inmates in the new Garfield County Jail for a rate of compensation mutually agreed upon by the parties hereto; and,

WHEREAS, the governing bodies of the City of Enid, Garfield County and Authority have approved and confirmed this agreement as authorized and provided for by law.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made hereunder, the mutual promises and covenants herein contained, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. GOVERNING LAW

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Oklahoma shall govern in any matter relating to any prisoners or inmates confined pursuant to this Agreement.

2. DURATION

A. The primary term of the this agreement shall be for a period of approximately ten (10) years commencing when the Garfield County Sheriff notifies the Chief of Police and Enid, that he is prepared to accept city inmates, which estimated time is May or June, 2005, and said term shall end June 30, 2015. The primary term shall end on June 30, 2015 without further notice or action, unless this agreement is properly renewed as set forth herein.

B. This agreement is subject to annual appropriation by Enid through its Mayor and Board of Commissioners each fiscal year. Before the beginning of each fiscal year, the City Commission shall determine whether to appropriate funds for these expenditures under this agreement for the fiscal year, as is required under the City's budgetary authority, and the Oklahoma constitution and statutes.

C. This agreement shall be renewable for successive five (5) year terms under such terms and conditions as the parties may determine. Enid shall notify Authority not less than ninety (90) days prior to the end of any period or term of its desire to renew this agreement. If no written renewal agreement is entered into prior to the end of the preceding term, then no renewal for a five (5) year term shall occur and the existing operative agreement between the parties shall continue at the will of each party, terminable by either party upon ninety (90) days written notice of termination.

3. TERMINATION

A. This Agreement may not be terminated by either party except for serious, substantial breach of its terms by the defaulting party. The party wronged shall give written notice to the defaulting party of a serious, substantial breach, describing the same, and setting forth a reasonable time to cure the breach. If the breach is not cured within the reasonable time provided, the agreement shall terminate without further notice ninety (90) days following the cure deadline given in the original notice of default. If the characterization of the breach as serious and substantial is in error or the time given to cure the breach is unreasonable, termination will not be effective based on that notice. In any event, a party shall be liable for any actual damages caused to the other party for any breach of this agreement, whether or not it is serious and substantial.

B. In the event of termination of this agreement for any reason, Enid shall continue to compensate Authority for any prisoner(s) or inmate(s) housed in the Garfield County Jail after such termination until City retakes its prisoner(s) or inmate(s), in the same manner and at the same rates as if this agreement had not been terminated. However, an additional reasonable surcharge per prisoner per day may be charged by Authority.

4. MAILING ADDRESSES - NOTICES

A. All notices, reports and correspondence to the respective parties of this agreement shall be sent, mailed or delivered to the following:

AUTHORITY: Garfield County Criminal Justice Authority
Chairman of the Board of Trustees
Garfield County Courthouse
114 W. Broadway
Enid, OK 73701

ENID: City of Enid
City Clerk
Post Office Box 1768
Enid, OK 73702

- B. Notices duly mailed shall be deemed given on the date mailed. The parties shall notify each other in writing of any change of address or contact persons.

5. DEFINITIONS

The parties hereby agree that the following terms shall have the specified meanings unless indicated otherwise herein:

A. "year" or "service year" or "annual". Unless the context indicates otherwise, these terms shall be measured or understood on a fiscal year basis from July 1 of one year to June 30 of the following year.

B. "inmate classifications" shall be made pursuant to the then current inmate classification system utilized by the Garfield County Sheriff pursuant to law for all prisoners in his charge. This includes minimum, medium and maximum security classifications.

C. "city prisoner" or "city inmate". These are the adult persons housed in the Garfield County Jail for whom Enid is primarily responsible. No juveniles can be kept or housed at the Garfield County Jail. This classification of inmate shall be determined as follows:

1. Any adult person arrested or taken into custody on charges or warrants based on allegations of conduct or offense from within the limits of the City of Enid, whether by warrant or not, is a possible city inmate. The arresting officer shall make the initial classification by indicating whether the charges sought will be city charges or county charges (i.e. state charges) or both, or whether surrendering on a city warrant or state warrant. If the arrest or surrender involves only city charges or city warrants, the person is a city inmate until released, unless county charges subsequently take precedence and the city is substantially delayed in completing its proceedings. If an inmate remains incarcerated on county charges after the city charges have been completed, he or she shall become a county inmate at that time and no longer be a city inmate.

2. If the arresting officer indicates both city and county charges will be sought, the tentative classification shall be as a county inmate and the county charges shall take priority. If the Garfield County District Attorney does in fact file state charges out of that incident and arrest, the person will remain classified as a county inmate until the proceedings are complete.

Thereafter, such person shall be classified as a city inmate until the city proceedings are complete. If the Garfield County District Attorney declines to file any state charges out of that incident and arrest, the inmate shall be a city inmate from arrest to release.

D. "Annual service payment" is the agreed annual payment from Enid to Authority for the housing of city inmates. This payment covers the annual costs of the housing, feeding, and routine, minor nursing medical services performed by Garfield County nursing staff of the city inmates only. All other medical or other needs of the city inmates, including prescription drugs, are the additional responsibility and expense of Enid, unless expressly agreed otherwise herein. The annual service payment is payable in full, regardless of the average city inmate population history or other measure of utilization.

6. COMPENSATION

A. Authority will provide the City of Enid with fifteen (15) beds in the Garfield County Jail as the new "Enid City Jail". The fifteen (15) beds available to Enid shall be utilized under the same rules of classification and separation as county inmate beds. It is understood that this could mean maximum capacity is less than fifteen persons. The Sheriff of Garfield County will notify the Enid Chief of Police or his designee whenever the city inmate population is eighty percent (80%) of capacity or when only two (2) Enid beds remain available.

B. For the service provided with the availability of fifteen (15) beds, Enid agrees to pay Authority an annual service payment of one hundred eight thousand dollars (\$108,000.00) per year for the first two years of the agreement through June 30, 2007. Partial years shall be pro-rated based upon actual days of availability, such as the first partial year from May or June, 2005, to June 30, 2005. The annual service payment shall be due and payable in advance in July 2005 and in July of each year thereafter. The first partial payment contemplated hereunder shall be due and payable in July of 2005. After the first two years the annual service payment shall be increased each year as negotiated and agreed between the parties.

C. In the event the number of city inmates exceeds the capacity of the fifteen (15) bed city jail, Enid agrees to pay Authority for each such additional city inmate a daily rate per inmate. The daily rate per inmate shall be the same daily rate then charged by Authority to other counties and cities for their inmates. Authority is not required to accept any city inmates above the capacity of the fifteen (15) beds.

D. In the event Authority desires to utilize available city beds, Authority will request permission from the Enid Chief of Police or his designee. If permission is given, Authority agrees to pay Enid for each bed used the same daily rate as referenced in 6C. With the consent of both parties, reciprocal use of beds may be off-set against one another during the year and a net billing rendered at the end of the year, rather than monthly billing.

E. Authority will provide Enid with an itemized bill for all additional services provided by Authority or services of third parties billed to Authority for a city inmate, including daily rate calculations. Authority agrees to provide said bill monthly. Enid agrees to make payment to Authority within 30 days of receipt of such bill.

F. The annual service payment shall be adjusted upward annually beginning with the July 2007 payment. Not less than ninety (90) days before the end of the current year, both parties shall notify the other of annual adjustment negotiations. Each party shall engage in good faith in such negotiations. The annual service payment shall be as mutually agreed, but in any event, any increase shall not exceed a ten percent (10%) per year. The factors to be considered by the parties in determining the increase for the following year are as follows:

1. Inflationary factors, including indexes, changes in the actual cost of goods, salary increases, etc.
2. Legal and regulatory changes, including increased staffing, structural changes, etc.
3. Experience, including unexpected situations, acts of God, etc.
4. Actual utilization rates and comparisons to a daily rate method of payment, etc.
5. Any other relevant and material factors.

If the parties are unable to reach an agreement as to the amount of the increase, the matter shall be submitted to the Dispute Resolution Board, whose decision shall be final.

7. RIGHT OF INSPECTION

Enid shall have the right to inspect, at all reasonable times and upon notice, all of the Garfield County Jail facilities in which city inmates are confined in order to determine if such jail maintains standards of confinement acceptable to Enid and that such inmates therein are treated equally regardless of race, religion, color, creed or national origin; provided, however, that Authority shall be obligated to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws and regulations.

8. FURLOUGHS, WORK RELEASE, ETC.

Authority agrees that no early releases or alternatives to incarceration, including furloughs, electronic home detention or work release shall be granted to any inmate housed pursuant to this agreement without written authorization by the committing court. This shall not prevent the Sheriff of Garfield County from making a city inmate a trustee.

9. INMATE ACCOUNTS

The Sheriff of Garfield County may establish and maintain an Inmate Trust Fund Checking Account pursuant to 19 O. S. § 531 for each city inmate and shall credit to such account all money which is received and shall make disbursements, debiting such accounts in accurate amounts for the inmate's personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. At either the termination of this agreement, the inmate's death, or release from incarceration, the inmate's money shall be transferred to the City of Enid to be held for the inmate or to the inmate or his authorized representative, and at such time the city shall be accountable to the inmate for said fund if so delivered.

10. RESPONSIBILITY FOR OFFENDER'S CUSTODY

It shall be the responsibility of Authority to confine the city prisoner(s) or inmate(s); to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for the inmates' physical needs; to make available to them programs and/or treatment consistent with the individual needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court are faithfully executed; provided that nothing herein contained shall be construed to require Authority, or any of its agents, to provide treatment, facilities or programs for any inmates confined pursuant to this agreement, which it does not provide for similar inmates not confined pursuant to this agreement. Nothing herein shall be construed as to require Authority to provide services, treatment, facilities or programs to city inmates above, beyond or in addition to that which is required by applicable law.

11. MEDICAL SERVICES

A. Inmates deemed city inmates shall receive such medical, psychiatric and dental treatment when emergent and necessary to safeguard their health while housed in the Garfield County Jail. Authority shall provide or arrange for the providing of such medical, psychiatric and dental services. Except for routine, minor nursing medical services provided in the Garfield County Jail and emergencies, the Enid Chief of Police or his designee shall be notified of any treatment or care needed prior to an inmate receiving any care. In emergencies, the Enid Chief of Police or his designee will be notified as soon after the treatment or transport for care occurs as practicable. Enid shall be responsible as provided by law for such medical, psychiatric and dental treatment provided outside the Garfield County Jail for the benefit of city inmates and such other like treatment outside the scope of routine, minor nursing medical services performed by Garfield County nursing staff.

B. An adequate record of all such services shall be kept by Authority for Enid's review at its request, to the extent consistent with confidentiality regulations.

C. Should medical, psychiatric or dental services be required, the Enid Chief of Police or his designee will authorize the services and the City of Enid shall be billed and/or the inmate pursuant to 11 Okla. Stat. § 14-113, 74 Okla. Stat. § 192 or other similar authority.

12. DISCIPLINE

Authority shall have physical control over and power to execute disciplinary authority over all inmates of the City of Enid. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by the laws of the State of Oklahoma, the United States Constitution or applicable laws of the United States.

13. RECORDS AND REPORTS

Authority shall keep all necessary and pertinent records concerning such city inmates in the manner consistent with the maintenance of all other Authority inmate records. During a city inmate's confinement in the Garfield County Jail, Enid Chief of Police or his designee, and Enid, shall upon request be entitled to receive and be furnished with copies of any report or record associated with said inmate(s) incarceration, to the extent permitted by law.

14. REMOVAL FROM THE JAIL

An inmate of the city legally confined in the Garfield County Jail shall not be removed therefrom by any person without written order of any court having jurisdiction. Authority agrees that no early releases, furloughs, work release, or electronic home detention shall be granted to any inmate without authorization from the Chief of Police, his designee, or the Municipal Court. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, dental, psychiatric treatment or other catastrophic condition presenting an eminent danger to the safety of the inmate or to the inmates or personnel of Authority. In the event of any such emergency removal, Authority shall inform Enid Chief of Police or his designee of the whereabouts of the inmate or inmates so removed, at the earliest practicable time, and shall exercise all reasonable care for the safe keeping and custody of such inmate or inmates.

15. ESCAPES

In the event any city inmate shall escape from Authority custody, Authority will use all reasonable means to recapture the inmate. Authority shall have the primary authority to direct the pursuit and retaking of the inmate or inmates within its own territory.

16. DEATH OF AN INMATE

A. In the event of the death of a city inmate, the Garfield County Medical Examiner shall be notified. Enid Chief of Police or his designee shall receive copies of any records made at or in connection with such notification.

B. Authority shall immediately notify Enid Chief of Police or his designee and the City of Enid of the death of a city inmate, furnish information as requested and follow the instructions of Enid Chief of Police or his designee with regard to the disposition of the body. Enid Chief of Police or his designee will designate the official authorized to request information from and provide instructions to Authority regarding deceased inmate. The body shall not be released except on written order of the appropriate officials of the City of Enid. Written notice shall be provided within three weekdays of receipt of notice of such death. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by Enid. With Enid consent, Authority may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by Enid. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

- C. The City of Enid shall receive a certified copy of the death certificate for any of its inmates who have died while in Authority custody.

17. DISPUTE RESOLUTION

In case of a dispute over the performance or meaning of the provisions of this agreement which has not been resolved through discussion between the parties, said dispute shall be submitted to a Dispute Resolution Board consisting of three individuals; one appointed by each party and the third selected by the two initial members. Said board shall decide matters by majority vote. If either party is not satisfied with the result, except where otherwise provided, it may utilize any other remedy to which it may be entitled at law or in equity.

18. MISCELLANEOUS

A. Authority shall have the right to refuse to accept any individual from the city who, in the judgment of Authority, exercised by the Sheriff of Garfield County, has a current illness, disease or injury which may adversely affect the operations of the Garfield County Jail or has a history of serious medical problems. At the discretion of Authority, a clearance from an attending physician may be required before the individual is booked into custody at the Garfield County Jail.

B. City inmates incarcerated in the Garfield County Jail pursuant to this agreement shall be transported to and from the jail by the Enid Police Department. Authority is not responsible for transportation of city inmates under this agreement and shall be reimbursed by Enid for any actual expenses incurred in transport of a city inmate if in fact transportation of an inmate by Authority becomes necessary.

C. In providing services under this contract, Authority is an independent contractor and neither it, nor its officers, agents or employees are employees of Enid for any purpose, including responsibility for any federal or state tax, industrial insurance or Social Security liability. Neither shall the provision of services under this agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of Enid under any applicable law, rule or regulation.

D. The Sheriff of Garfield County and the Enid Chief of Police shall cooperate with one another and develop and prepare written rules to implement this agreement and to insure its effective operation over time. The rules shall govern the details of administration and operation consistent with this agreement. Such rules shall govern issues and matters not expressly addressed by this agreement and shall remain in force until this agreement is modified by the parties to the contrary. The initial rules will be submitted to both parties and the Board of County Commissioners of Garfield County for approval prior to becoming effective. Subsequent amendments or additions to the rules may be made by the written agreement of the Sheriff and Chief. Copies of any such changes shall be furnished to both parties and the Board of County Commissioners of Garfield County.

19. GENERAL PROVISIONS

A. Severability. In the event any of the provisions of this agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this agreement are severable and the unenforceability or invalidity of a single provision herein shall not effect the remaining provisions.

B. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Oklahoma and venue for any lawsuit shall be in the District Court of Garfield County, State of Oklahoma.

C. Waiver of Breach. The waiver by either party of the breach of any provision of this agreement by the other party must be in writing and shall not operate nor be construed as a waiver of any subsequent breach by such other party.

D. Savings Clause. Nothing herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between the provisions of this agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this agreement affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

E. Interpretation. This agreement has been submitted to the scrutiny of all parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future; and the masculine gender shall include the feminine and neuter gender.

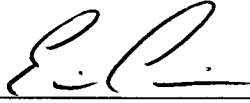
F. Access to Records. The parties hereby agree that authorized representatives of the parties shall have access to any books, documents, paper and record of the other party which are pertinent or relevant to this agreement for the purposes of making audits, examinations, excerpts and transcriptions. All such records and all other records pertinent or relevant to this agreement and work undertaken pursuant to this agreement shall be retained by the parties for a period of three years after the final expiration date of this agreement or any amendments hereto, unless a longer period is required to resolve audit findings or litigation. In such cases, the parties may expressly agree by an amendment or separate agreement for such longer period for record retention.

G. Amendment. This agreement may be amended by mutual written agreement of the parties.

IN WITNESS WHEREOF, the above and foregoing agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written.

CITY OF ENID, OKLAHOMA

GARFIELD COUNTY CRIMINAL JUSTICE AUTHORITY



Mayor

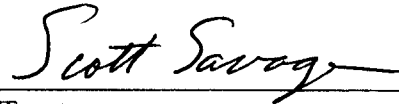


Chairman of the Board of Trustees

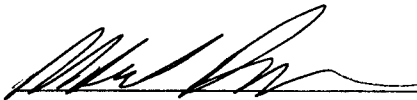
ATTEST:



City Clerk



Trustee



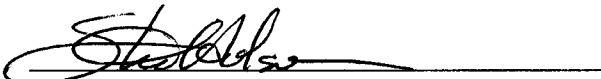
Trustee

"Enid"

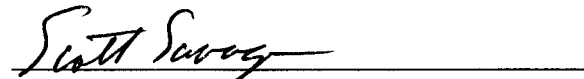
"Authority"

APPROVED:

BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY, STATE OF OKLAHOMA



Chairman of the Board



Commissioner



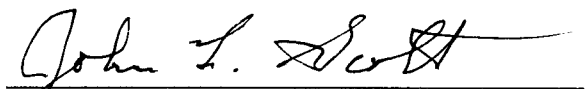
Commissioner

APPROVED AS TO FORM:

APPROVED AS TO FORM:



City Attorney



Garfield County District Attorney

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

This Annual Service Payment Adjustment Agreement, with an effective date of July 1, 2011, is made and entered by and between the City of Enid, Oklahoma, an Oklahoma Municipal Corporation, hereinafter referred to as "Enid," and the Garfield County Criminal Justice Authority, a Public Trust, hereinafter referred to as "Authority," each party having been duly organized and existing under the laws of the State of Oklahoma.

WITNESSETH:

WHEREAS, Authority and Enid entered into a County Jail Services Agreement (the "Agreement") dated April 4, 2005, providing the effective availability of a fifteen (15) bed city jail within the new county jail facility with annual compensation as set forth therein, being one hundred eight thousand dollars (\$108,000.00) per year for the first two (2) years; and,

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

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

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

**ANNUAL SERVICE PAYMENT ADJUSTMENT FOR
FISCAL YEAR JULY 1, 2011 TO JUNE 30, 2012**

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

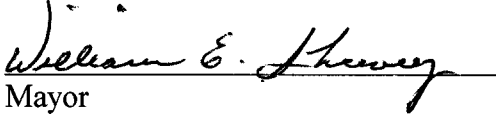
B. In addition to the above payment, Enid shall provide water and trash utility services at Enid's expense to the Garfield County Detention Facility. Such utility services shall continue each month through June 30, 2012.

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

IN WITNESS WHEREOF, the above and foregoing annual service payment agreement has been executed in duplicate by the parties hereto and made effective July 1, 2011, except as otherwise provided herein.

"Enid"
CITY OF ENID, OKLAHOMA,
An Oklahoma Municipal Corporation

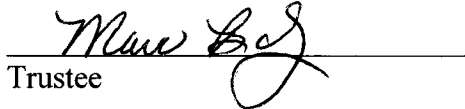
"Authority"
**GARFIELD COUNTY CRIMINAL
JUSTICE AUTHORITY**


Mayor


Chairman of the Board of Trustees

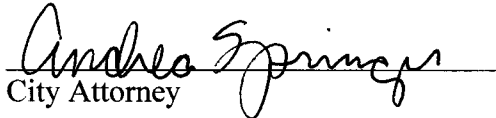
ATTEST:


City Clerk

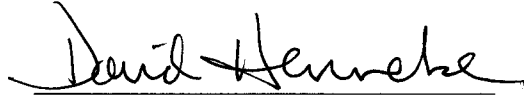

Trustee


Trustee

APPROVED AS TO FORM:


City Attorney

APPROVED AS TO FORM:


Attorney for Garfield County
Criminal Justice Authority

City Commission Meeting

8.2.

Meeting Date: 09/06/2018

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

ACCEPT A PUBLIC HIGHWAY DEDICATION DEED FROM KEITH BROYLES FOR THE DEVELOPMENT AT 1325 S. CLEVELAND STREET, ENID, GARFIELD COUNTY, OKLAHOMA.

BACKGROUND:

This item accepts a 27 foot Public Highway Dedication Deed to allow for the site development of storage units at 1325 S. Cleveland Street. This Public Highway Dedication Deed is provided at no cost to the City of Enid.

RECOMMENDATION:

Accept Public Highway Dedication Deed.

PRESENTER:

Robert Hitt, P.E., City Engineer

City Commission Meeting

8.3.

Meeting Date: 09/06/2018

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

APPROVE CHANGE ORDER NO. 1 WITH CIMARRON CONSTRUCTION COMPANY, OKLAHOMA CITY, OKLAHOMA, FOR THE BROADWAY AVENUE WATERLINE RELOCATION, US-81 TO WASHINGTON STREET, PROJECT W-1801C1, IN THE AMOUNT OF \$8,370.00.

BACKGROUND:

This project will relocate an existing waterline on Broadway Avenue from Washington Street to US-81 and remove the existing 6-inch waterline from under the street and place it behind the curb. The work included the relocation of a fire lines and a service line to the new system. During this project, an additional fire line at Monroe Street and Broadway Avenue was discovered. The change order covers the increased cost of placing an 8-inch line across Broadway Avenue to supply the fire lines. The change order also increased the contract time by 10 days.

The original contract amount was \$623,326.00. If this change order is approved the final contract amount will be \$631,696.00 and the revised contract time will be 170 days.

RECOMMENDATION:

Approve change order.

PRESENTER:

Jason T. Unruh, P.E., Project Engineer

Fiscal Impact

Budgeted Y/N: Y

Amount: \$8,370.00

Funding Source:

Street Improvement and Water Capital Improvement Fund

City Commission Meeting

8.4.

Meeting Date: 09/06/2018

Submitted By: Cary Huffhines, Executive Assistant

SUBJECT:

EXECUTE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FUNDING APPROVAL AGREEMENT FOR FISCAL YEAR 2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) IN THE AMOUNT OF \$418,584.00.

BACKGROUND:

The City of Enid, as an entitlement community for receipt for CDBG funding, received a 2018 allocation of \$418,584.00. In May 2018 the CDBG Department submitted the 2018 Annual Action plan that set forth the activities to be funded with the grant allocation. The U.S. Department of Housing and Urban Development completed its review of the action plan and approved funding for the City of Enid. To receive the grant funds, the City of Enid must execute the Grant Funding Approval Agreement with the Department of Housing and Urban Development.

RECOMMENDATION:

Approve agreement.

PRESENTER:

Stephanie Moffitt, CDBG Administrator.

Attachments

CDBG Agreement

Funding Approval/Agreement


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

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

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

1. Name of Grantee (as shown in item 5 of Standard Form 424) City Of Enid	3a. Grantee's 9-digit Tax ID Number 736005197	3b. Grantee's 9-digit DUNS Number 074275363
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 701 W Owen K Garriott Rd Enid, OK 73701	4. Date use of funds may begin (07/01/2018)	
	5a. Project/Grant No. 1 B-18-MC-40-0006	6a. Amount Approved \$418,584.00
	5b. Project/Grant No. 2	6b. Amount Approved

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

U.S. Department of Housing and Urban Development (By Name) Earl M. Cook	Grantee Name City Of Enid
Title CPD Director	Title Mayor William Shewey
Signature 	Signature
Date 08/07/2018	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (06/18/2018)	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number	
		9b. Date Grantee Notified (08/07/2018)		
		9c. Date of Start of Program Year (07/01/2018)		
11. Amount of Community Development Block Grant				
		FY (2018)	FY (2017)	FY ()
a. Funds Reserved for this Grantee		\$418,551.00	\$ 33.00	
b. Funds now being Approved		\$418,584.00		
c. Reservation to be Cancelled (11a minus 11b)				

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency City Of Enid 701 W Owen K Garriott Rd Enid, OK 73701
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature

HUD Accounting use Only

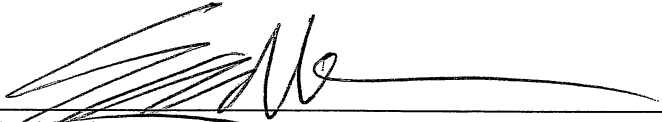
Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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Fiscal Year: 2018

Grantee: City of Enid

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



Earl Cook, Director, Community Planning
and Development

August 7, 2018

Date

Background:

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

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

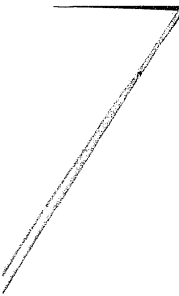
8. Special Conditions.

- (a) The period of performance for the funding assistance specified in the Funding Approval (“Funding Assistance”) shall begin on the date specified in item 4 and shall end on September 1, 2025. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2025.
- (b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or



highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.

- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).

City Commission Meeting

8.5.

Meeting Date: 09/06/2018

Submitted By: Cary Huffhines, Executive Assistant

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$992,645.47.

BACKGROUND:

RECOMMENDATION:

PRESENTER:

Attachments

Claimslist

JP Morgan

PURCHASE ORDER CLAIMS LIST

9/6/2018

FUND 10 DEPT 000 - N.A.

01-04656	CENTERPOINT ENERGY SERVICES, INC.	PO0150696	MONTHLY SERVICE 8/18	\$212.86
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0150786	MONTHLY SERVICE 7/18	\$793.42
01-04687	EARNHEART OIL, INC.	PO0150694	DIESEL/ST	\$16,566.76
01-04687	EARNHEART OIL, INC.	PO0150778	UNLEADED/ST	\$16,335.65
01-04687	EARNHEART OIL, INC.	PO0150820	DIESEL/ST	\$3,466.62
01-04687	EARNHEART OIL, INC.	PO0150821	DIESEL/ST	\$13,887.52
01-08123	HOLDINGS FOOD STORE, INC.	PO0150692	DIESEL/ST	\$15,473.00
01-08123	HOLDINGS FOOD STORE, INC.	PO0150693	UNLEADED/ST	\$16,254.89
01-13089	MERRIFIELD OFFICE SUPPLY	PO0150745	TISSUE/ENVELOPES/SCISSORS/ST	\$53.69
01-15125	OK GAS & ELECTRIC	PO0150695	MONTHLY SERVICE 8/18	\$344.53
01-15125	OK GAS & ELECTRIC	PO0150706	MONTHLY SERVICE 8/18	\$103.10
01-15125	OK GAS & ELECTRIC	PO0150782	MONTHLY SERVICE 7/18	\$24,376.98
01-15125	OK GAS & ELECTRIC	PO0150787	MONTHLY SERVICE 8/18	\$51,692.98
01-15125	OK GAS & ELECTRIC	PO0150835	MONTHLY SERVICE 6/18	\$16,037.50
01-15127	OK NATURAL GAS	PO0150587	MONTHLY SERVICE 8/18	\$804.18
01-15127	OK NATURAL GAS	PO0150586	MONTHLY SERVICE 8/18	\$817.16
01-15127	OK NATURAL GAS	PO0150589	MONTHLY SERVICE 8/18	\$91.74
01-15127	OK NATURAL GAS	PO0150588	MONTHLY SERVICE 8/18	\$826.52
01-19047	AT & T	PO0150783	MONTHLY SERVICE 8/18	\$3,512.30
01-19047	AT & T	PO0150785	MONTHLY SERVICE 8/18	\$2,876.25
01-30420	OLSON ANIMAL HOSPITAL, INC.	PO0150633	REIMB/SPAY/NEUTER	\$250.00
01-80343	FENTRESS OIL COMPANY, INC.	PO0150777	OIL/ST	\$1,918.22
01-80343	FENTRESS OIL COMPANY, INC.	PO0150798	OIL/ST	\$645.18
N.A. TOTAL				\$187,341.05

FUND 10 DEPT 100 - ADM. SERVICES

01-01783	JP MORGAN CHASE	PO0150776	CHASE PAYMENT	\$1,536.52
01-05097	CENTRAL NATIONAL BANK CENTER	PO0150679	JAY OWENHOUSE TICKETS (20)	\$480.00
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0150708	FAUCET KIT	\$11.99
ADM. SERVICES TOTAL				\$2,028.51

FUND 10 DEPT 110 - HUMAN RESOURCES

01-01783	JP MORGAN CHASE	PO0150776	CHASE PAYMENT	\$78.90
01-02196	VALIR OUTPATIENT CLINICS	PO0150700	PHYSICALS (7)	\$1,050.00
01-05017	ENID TYPEWRITER CO., INC.	PO0150850	PRINTS	\$58.33
01-05208	JACOBS, RICHARD J	PO0150780	TUITION ASSISTANCE	\$1,000.00
01-05629	EHS WORKS	PO0150599	EHS WORKS FUNDING	\$300.00
01-43101	NORTHWESTERN OK ST UNIVERSITY	PO0150699	TUITION ASSISTANCE/J HATFIELD	\$1,000.00
HUMAN RESOURCES TOTAL				\$3,487.23

FUND 10 DEPT 120 - LEGAL SVCS.

01-01255	INDEPENDENT MEDICAL EXAMS	PO0150592	WC/MEDICAL	\$177.62
01-01783	JP MORGAN CHASE	PO0150776	CHASE PAYMENT	\$171.12
01-02018	BASS BAPTIST HEALTH CENTER - DALLA	PO0150705	WC/MEDICAL	\$2,672.15
01-03701	TYLER TECHNOLOGIES, INC.	PO0150842	SUBSCRIPTION FEES/CITATIONS 6/18	\$1,920.96
01-03921	EXPRESS SCRIPTS, INC.	PO0150593	WC/MEDICAL	\$697.05
01-03921	EXPRESS SCRIPTS, INC.	PO0150768	WC/MEDICAL	\$563.62
01-04251	SPALDING REPORTING SERVICE, INC.	PO0150717	WC/TRANSCRIPT	\$498.50
01-05266	FIRSTCHOICE HEALTHCARE, P.C.	PO0150719	WC/MEDICAL	\$98.60
01-05410	EIFFEL MEDICAL, LLC	PO0150704	WC/MEDICAL	\$1,623.33
01-05501	AXON ENTERPRISES, INC	PO0150637	TASER/BATTERY/HOLSTER/CARTRIDGES (6)	\$1,337.00
01-05628	SULLIVAN, EDGAR	PO0150575	REFUND/OVERPAYMENT	\$115.00
01-13089	MERRIFIELD OFFICE SUPPLY	PO0150745	FILE FOLDERS	\$5.38
01-13089	MERRIFIELD OFFICE SUPPLY	PO0150771	INK CARTRIDGE	\$75.81
01-15001	OK ASSOC. OF MUNICIPAL ATTORNEYS	PO0150732	2018 FALL WORKSHOP/C LAHMAN	\$75.00

01-16145	PETTY CASH	PO0150799	REIMB/TRAVEL/FILING DOC/W GILL	\$116.24
01-33380	OPFER, DAVID	PO0150574	WC/MEDICAL	\$317.36
01-33380	OPFER, DAVID	PO0150634	WC/MEDICAL	\$317.36
			LEGAL SVCS. TOTAL	\$10,782.10

FUND 10 DEPT 140 - SAFETY

01-01783	JP MORGAN CHASE	PO0150776	CHASE PAYMENT	\$964.19
			SAFETY TOTAL	\$964.19

FUND 10 DEPT 150 - PR/ETN/MARKETING

01-01338	J & P SUPPLY, INC.	PO0150601	AEROSOL/DISPENSER/INSTALL	\$63.36
01-01783	JP MORGAN CHASE	PO0150776	CHASE PAYMENT	\$13.24
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0150843	COPIER USAGE 5/18	\$25.00
			PR/ETN/MARKETING TOTAL	\$101.60

FUND 10 DEPT 200 - GENERAL GOVERNMENT

01-01783	JP MORGAN CHASE	PO0150776	CHASE PAYMENT	\$258.65
01-04261	AMAX SIGN COMPANY, INC.	PO0150617	ENID WALK OF FAME PLAQUES (3)	\$903.75
01-05110	ENID NOON AMBUCS	PO0150741	3RD QTR DUES/R JANZEN	\$194.00
01-05134	ENID NEWS & EAGLE	PO0150661	PUBLICATIONS	\$55.30
01-05134	ENID NEWS & EAGLE	PO0150668	PUBLICATIONS	\$148.80
01-05295	GORE GROUND WORKZ	PO0148070	MOW/#1 WOODLANDS	\$70.00
01-16145	PETTY CASH	PO0150656	REIMB/FILING FEES	\$21.00
01-36830	MAIN STREET ENID, INC.	PO0149577	LOCAL PROGRAM FUNDING 9/18	\$6,250.00
01-39700	GARFIELD CO. LEGAL NEWS	PO0150832	PUBLICATIONS	\$674.90
01-39700	GARFIELD CO. LEGAL NEWS	PO0150600	PUBLICATIONS	\$276.55
01-58150	MCAFFEE & TAFT	PO0150665	PROFESSIONAL LEGAL SERVICE	\$200.00
			GENERAL GOVERNMENT TOTAL	\$9,052.95

FUND 10 DEPT 210 - ACCOUNTING

01-01783	JP MORGAN CHASE	PO0150776	CHASE PAYMENT	\$510.24
01-02403	ASSOCIATION OF PUBLIC TREASURERS	PO0150677	ACPFIM TRAINING	\$299.00
01-13089	MERRIFIELD OFFICE SUPPLY	PO0150745	FILE FOLDERS	\$5.38
			ACCOUNTING TOTAL	\$814.62

FUND 10 DEPT 220 - RECORDS & RECEIPTS

01-04116	DOWNTOWN THREADS	PO0150746	LOGO SHIRTS (4)	\$56.12
01-16145	PETTY CASH	PO0150805	REIMB/MEAL/CASH HANDLING CLASS/L SANDERS	\$28.00
			RECORDS & RECEIPTS TOTAL	\$84.12

FUND 10 DEPT 250 - INFORMATION TECHNOLOGY

01-01783	JP MORGAN CHASE	PO0150776	CHASE PAYMENT	\$589.95
01-02082	AT&T MOBILITY	PO0150765	MONTHLY SERVICE 8/18	\$869.02
01-03001	CUMMINS SOUTHERN PLAINS	PO0150772	GENERATOR MAINT/TOWER	\$153.33
01-04916	RF RESULTS, LLC	PO0150849	TOWER MAINT	\$438.00
01-13089	MERRIFIELD OFFICE SUPPLY	PO0150745	INK CARTRIDGES (2)	\$138.99
			INFORMATION TECHNOLOGY TOTAL	\$2,189.29

FUND 10 DEPT 300 - COMMUNITY DEVELOPMENT

01-13089	MERRIFIELD OFFICE SUPPLY	PO0150771	INK CARTRIDGES (2)	\$390.14
01-16145	PETTY CASH	PO0150799	REIMB/MEAL/MAPC MTG	\$110.00
			COMMUNITY DEVELOPMENT TOTAL	\$500.14

FUND 10 DEPT 350 - CODE ENFORCEMENT

01-00092	CONSTRUCTION INDUSTRIES BOARD	PO0150651	PROVISIONAL LICENSE/P ANSTEAD	\$35.00
01-01163	ADVANCED WATER SOLUTIONS	PO0150605	WATER COOLER RENTAL 8/18	\$68.35
01-01783	JP MORGAN CHASE	PO0150776	CHASE PAYMENT	\$237.40
01-04732	DEAL LAWN CARE	PO0150802	MOW/1215 WINCHESTER	\$125.00
01-04732	DEAL LAWN CARE	PO0150802	MOW/523 E INDIANA	\$65.00
01-04732	DEAL LAWN CARE	PO0150802	MOW/717 MESQUITE	\$65.00
01-04732	DEAL LAWN CARE	PO0150802	MOW/2217 N MONROE	\$65.00
01-04732	DEAL LAWN CARE	PO0150822	MOW/1302 W RANDOLPH	\$65.00
01-04732	DEAL LAWN CARE	PO0150863	MOW/461 E ILLINOIS	\$65.00
01-04732	DEAL LAWN CARE	PO0150863	MOW/3309 BROOKS	\$65.00
01-04732	DEAL LAWN CARE	PO0150612	MOW/231 W ILLINOIS	\$65.00
01-04732	DEAL LAWN CARE	PO0150612	MOW/1209 E MAINE	\$65.00
01-04732	DEAL LAWN CARE	PO0150612	MOW/414 E PINE	\$65.00
01-04732	DEAL LAWN CARE	PO0150612	MOW/212 E OLIVE	\$65.00
01-04732	DEAL LAWN CARE	PO0150612	MOW/2727 N MADISON	\$125.00
01-04732	DEAL LAWN CARE	PO0150612	MOW/2602 N JEFFERSON	\$125.00
01-04732	DEAL LAWN CARE	PO0150612	MOW/452 E WABASH	\$65.00
01-04732	DEAL LAWN CARE	PO0150673	MOW/614 E CEDAR	\$65.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0150801	MOW/1352 CHICKASAW	\$45.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0150862	MOW/1122 E CHEROKEE	\$45.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0150862	MOW/1902 E OAK	\$45.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0150614	MOW/475 E ILLINOIS	\$45.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0150614	MOW/2705 N MADISON	\$45.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0150614	MOW/1028 N 5TH	\$45.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0150614	CLEAN UP/216 N 22ND	\$200.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0150658	MOW/415 N JOHNSON	\$45.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0150674	MOW/716 E CHESTNUT	\$45.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0150674	MOW/1602 N KENNEDY	\$65.00
01-05295	GORE GROUND WORKZ	PO0150861	MOW/2022 E OAK	\$70.00
01-05295	GORE GROUND WORKZ	PO0150861	MOW/2321 E OAK	\$135.00
01-05295	GORE GROUND WORKZ	PO0150861	MOW/2411 E OAK	\$135.00
01-05295	GORE GROUND WORKZ	PO0150861	MOW/2421 E OAK	\$135.00
01-05295	GORE GROUND WORKZ	PO0150861	MOW/802 E POPLAR	\$70.00
01-05295	GORE GROUND WORKZ	PO0150861	MOW/1202 N 6TH	\$70.00
01-05295	GORE GROUND WORKZ	PO0150861	MOW/563 N 11TH	\$70.00
01-05295	GORE GROUND WORKZ	PO0150861	MOW/1209 N DAVIS	\$70.00
01-05295	GORE GROUND WORKZ	PO0150615	MOW/1025 N 13TH	\$70.00
01-05295	GORE GROUND WORKZ	PO0150615	MOW/418 N 11TH	\$70.00
01-05295	GORE GROUND WORKZ	PO0150615	MOW/623 E WABASH	\$135.00
01-05295	GORE GROUND WORKZ	PO0150775	MOW/3600 W CHESTNUT	\$135.00
01-05295	GORE GROUND WORKZ	PO0150775	MOW/215 W WALNUT	\$70.00
01-05295	GORE GROUND WORKZ	PO0150775	MOW/2610 N QUINCY	\$70.00
01-05295	GORE GROUND WORKZ	PO0150775	MOW/510 E CEDAR	\$135.00
01-05295	GORE GROUND WORKZ	PO0150775	MOW/3309 S VAN BUREN	\$135.00
01-05295	GORE GROUND WORKZ	PO0150775	MOW/209 E VINE	\$120.00
01-08022	HUGHES LUMBER CO., LLC	PO0150657	STAKES	\$30.38
01-16004	PDQ PRINTING	PO0150646	INSPECTION TAGS (500)	\$80.00
01-16145	PETTY CASH	PO0150656	REIMB/FILING FEES	\$194.00
01-16145	PETTY CASH	PO0150800	REIMB/FILING FEES	\$205.00
01-16145	PETTY CASH	PO0150803	REIMB/FILING FEES	\$39.00
01-16145	PETTY CASH	PO0150805	REIMB/FILING FEES	\$23.00
01-64300	OK CODE ENFORCEMENT ASSOC.	PO0150648	MEMBERSHIP/T TINGLER	\$35.00
01-64300	OK CODE ENFORCEMENT ASSOC.	PO0150645	CODE CLASS/T TINGLER	\$165.00
CODE ENFORCEMENT TOTAL				\$4,587.13

FUND 10 DEPT 400 - ENGINEERING

01-01783	JP MORGAN CHASE	PO0150776	CHASE PAYMENT	\$419.99
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0150786	MONTHLY SERVICE 7/18	\$5.36
01-16145	PETTY CASH	PO0150803	REIMB/TRAVEL/OWRB CONF/C GDANSKI	\$87.71
01-67730	OK FLOODPLAIN MANAGEMENT ASSOC.	PO0150715	ANNUAL OFMA CONF (2)	\$700.00
01-67730	OK FLOODPLAIN MANAGEMENT ASSOC.	PO0150715	ANNUAL OFMA DUES (4)	\$200.00
01-67730	OK FLOODPLAIN MANAGEMENT ASSOC.	PO0150715	ANNUAL CFM RENEW (2)	\$50.00
ENGINEERING TOTAL				\$1,463.06

FUND 10 DEPT 700 - PUBLIC WORKS MGMT

01-01338	J & P SUPPLY, INC.	PO0150601	AEROSOL/DISPENSER/INSTALL	\$95.44
01-01783	JP MORGAN CHASE	PO0150776	CHASE PAYMENT	\$100.54
01-04116	DOWNTOWN THREADS	PO0150814	LOGO SHIRTS (5)	\$79.65
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0150786	MONTHLY SERVICE 7/18	\$2.29
01-05114	HRT SERVICE COMPANY, LLC.	PO0150614	MOW/702 S GRAND	\$45.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0150614	MOW/2ND/WABASH	\$45.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0150614	MOW/617 E ILLINOIS	\$65.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0150614	MOW/618 E ILLINOIS	\$45.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0150614	MOW/213 S 16TH	\$45.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0150614	MOW/1326 E MAINE	\$45.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0150614	MOW/426 E BROADWAY	\$45.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0150614	MOW/501 E RANDOLPH	\$65.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0150614	MOW/124 N 5TH	\$65.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0150614	MOW/1124 N 2ND	\$45.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0150614	MOW/226 E CHERRY	\$45.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0150614	MOW/2016 N GRAND	\$65.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0150613	MOW/POLK/JAMES	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0150613	MOW/1124 W JAMES	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0150613	MOW/1222 W RANDOLPH	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0150613	MOW/1422 W RANDOLPH	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0150613	MOW/1702 W RANDOLPH	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0150613	MOW/1702 W RANDOLPH	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0150613	MOW/2321 B COURT	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0150613	MOW/2313 B COURT	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0150613	MOW/2301 B COURT	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0150613	MOW/613 A STREET	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0150613	MOW/2218 C STREET	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0150613	MOW/2302 C COURT	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0150613	MOW/2314 C COURT	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0150613	MOW/2322 C COURT	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0150613	MOW/2313 C COURT	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0150613	MOW/2301 C COURT	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0150613	MOW/710 A STREET	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0150613	MOW/2318 E COURT	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0150613	MOW/2317 E COURT	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0150613	MOW/805 S CLEVELAND	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0150613	MOW/2218 D COURT	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0150613	MOW/729 A STREET	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0150613	MOW/2218 E COURT	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0150613	MOW/2213 E COURT	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0150613	MOW/2217 E COURT	\$45.00
01-19004	SHERWIN-WILLIAMS CO., INC.	PO0150663	PAINT BRUSHES (2)/TRAY LINERS (2)	\$28.75
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0150853	TRIMMER/BLOWER	\$837.71
PUBLIC WORKS MGMT TOTAL				\$2,889.38

FUND 10 DEPT 710 - FLEET MAINTENANCE

01-00146	CINTAS CORPORATION LOC. 624	PO0150829	UNIFORM RENTALS (14)	\$130.16
01-01783	JP MORGAN CHASE	PO0150776	CHASE PAYMENT	\$281.83
01-04116	DOWNTOWN THREADS	PO0150666	LOGO SHIRTS (5)/K KEY	\$113.25
01-05320	SKYBITZ TANK MONITORING CORP	PO0150841	MONTHLY MONITORING 9/18	\$84.00
01-13017	MUNN SUPPLY, INC.	PO0150767	CYLINDER RENTAL	\$63.72
01-16145	PETTY CASH	PO0150799	REIMB/TAG REPLACE (3)	\$34.50
01-16145	PETTY CASH	PO0150805	REIMB/VEHICLE TAGS (3)	\$160.50
01-35300	UNIFIRST, INC.	PO0150828	SHOP TOWEL SERVICE	\$340.12
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0150664	MOWER	\$529.00
01-80246	ATWOODS	PO0150678	BOOTS/P PEREZ	\$149.99
FLEET MAINTENANCE TOTAL				\$1,887.07

FUND 10 DEPT 730 - PARKS & RECREATION

01-00146	CINTAS CORPORATION LOC. 624	PO0150829	UNIFORM RENTALS (29)	\$182.95
01-00146	CINTAS CORPORATION LOC. 624	PO0150609	UNIFORM RENTALS (44)	\$268.23
01-01783	JP MORGAN CHASE	PO0150776	CHASE PAYMENT	\$6,932.65
01-04116	DOWNTOWN THREADS	PO0150666	LOGO SHIRTS (93)	\$441.75
01-04157	CONSOLIDATED ELECTRICAL DISTRIBUTO	PO0150825	P-1905C IRRIGATION WIRING	\$1,957.50
01-04157	CONSOLIDATED ELECTRICAL DISTRIBUTO	PO0150844	P-1905C IRRIGATION WIRING	\$217.50
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0150786	MONTHLY SERVICE 7/18	\$64.39
01-04847	STARR LUMBER CO., INC.	PO0150711	SCREWS	\$8.51
01-05026	LESLIE'S SWIMMING POOL SUPPLIES	PO0150710	CHLORINE NEUTRALIZER (2)	\$136.60
01-05620	KRECHMAR DISTRIBUTING, INC.	PO0150662	V551/V552/V553 BELTS (9)	\$598.80
01-13017	MUNN SUPPLY, INC.	PO0150640	CYLINDER RENTAL	\$35.08
01-19004	SHERWIN-WILLIAMS CO., INC.	PO0150709	PAINT/PAINTER MITTS (2)	\$69.74
01-30830	LOCKE SUPPLY, INC.	PO0150846	P-1905C PVC PIPE	\$368.37
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0150664	SAW BLADE	\$16.53
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0150664	V559 MOWER REPAIR/IDLER/BELT	\$577.54
01-80153	KINNUNEN, INC.	PO0150639	REBAR/LUBE	\$11.34
01-80215	PROFESSIONAL TURF PRODUCTS, INC.	PO0150804	V511 TENSIONER	\$59.97
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0150831	CUTTING WHEEL	\$10.36
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0150655	HASPS (4)	\$19.76
PARKS & RECREATION TOTAL				\$11,977.57

FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT.

01-00146	CINTAS CORPORATION LOC. 624	PO0150829	UNIFORM RENTALS (13)	\$96.57
01-00146	CINTAS CORPORATION LOC. 624	PO0150609	UNIFORM RENTALS (13)	\$42.61
01-00146	CINTAS CORPORATION LOC. 624	PO0150638	UNIFORM RENTALS (28)	\$222.45
01-01338	J & P SUPPLY, INC.	PO0150654	TISSUE/TOWELS/HAND SANITIZER	\$532.12
01-01783	JP MORGAN CHASE	PO0150776	CHASE PAYMENT	\$1,587.10
01-02243	BB MACHINE & SUPPLY, INC.	PO0150816	V571/V573/V586 BLADES/BOLTS/NUTS	\$1,256.42
01-02243	BB MACHINE & SUPPLY, INC.	PO0150608	V582/V584 MOWER BLADES (12)	\$869.40
01-02243	BB MACHINE & SUPPLY, INC.	PO0150855	V112 HOSE FITTINGS	\$1.00
01-03089	CUMMINS CONSTRUCTION EQUIP. CO., I	PO0150688	CRUSHED ASPHALT	\$1,109.28
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0150826	V162 DIAGNOSTIC	\$916.46
01-04033	DOLESE BROTHERS CO., INC.	PO0150643	CRUSHER RUN	\$566.78
01-04116	DOWNTOWN THREADS	PO0150649	LOGO SHIRTS (37)	\$175.75
01-04577	JANTZ MOWING	PO0149696	MOW/HIGHWAY RIGHT OF WAY	\$2,700.00
01-05005	ENID CONCRETE CO., INC.	PO0150619	CONCRETE	\$797.51
01-05005	ENID CONCRETE CO., INC.	PO0150698	CONCRETE	\$2,052.00
01-05066	BRUCKNER TRUCK SALES, INC.	PO0150610	V139 BRAKE SLACK ADJ/TAIL LIGHT	\$154.09
01-05114	HRT SERVICE COMPANY, LLC.	PO0149695	MOW/HIGHWAY RIGHT OF WAY	\$1,700.00
01-06041	FARMERS GRAIN COMPANY-POND CREEK	PO0150744	PROPANE/ASPHALT MACHINE	\$14.67
01-06041	FARMERS GRAIN COMPANY-POND CREEK	PO0150830	PROPANE/ASPHALT MACHINE	\$14.67
01-13017	MUNN SUPPLY, INC.	PO0150818	CUTTING TORCH PARTS	\$59.67
01-13017	MUNN SUPPLY, INC.	PO0150640	CYLINDER RENTAL	\$17.83
01-16145	PETTY CASH	PO0150808	REIMB/WIPER BLADE	\$5.99
01-16145	PETTY CASH	PO0150808	REIMB/CDL PERMIT/H HARMON	\$33.00
01-33210	P & K EQUIPMENT, INC.	PO0150607	V570 GASKET KIT/FILTERS/SEAL KIT	\$205.40
01-33210	P & K EQUIPMENT, INC.	PO0150607	V574 BELT PULLEY	\$185.83
01-33210	P & K EQUIPMENT, INC.	PO0150607	V582 PAN/NUT/AIR BAG SHOCK REPLACE	\$1,098.70
01-33210	P & K EQUIPMENT, INC.	PO0150607	V584 SPINDLE/BEARING KIT/SEALS	\$539.78
01-33210	P & K EQUIPMENT, INC.	PO0150701	V570 HYDRAULIC VALVE	\$1,755.79
01-76250	LOGAN COUNTY ASPHALT COMPANY	PO0150690	PROLINE PATCH	\$1,786.41
01-80153	KINNUNEN, INC.	PO0150815	GATORADE/PUTTY KNIVES (5)	\$70.26
01-80153	KINNUNEN, INC.	PO0150854	ELECTROLYTE DRINK MIX/HARD HATS (3)	\$79.75
01-80246	ATWOODS	PO0150598	ROTARY HAND PUMPS (2)/HOSE	\$129.96
01-80246	ATWOODS	PO0150678	WEED EATER/STRING/WRENCHES (2)	\$622.79
01-80246	ATWOODS	PO0150737	RATCHET BINDERS (4)	\$199.96
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0150655	BUCKETS (12)	\$42.68
STRMWTR & ROADWAY MAINT. TOTAL				\$21,642.68

FUND 10 DEPT 750 - TECHNICAL SERVICES

01-00146	CINTAS CORPORATION LOC. 624	PO0150638	UNIFORM RENTALS (16)	\$90.17
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0150824	V939 EGR KIT	\$1,150.17
01-01783	JP MORGAN CHASE	PO0150776	CHASE PAYMENT	\$3,055.47
01-05309	CHEM-CAN BUILDING & CONSTRUCTION S	PO0150659	PORTABLE TOILET RENTAL 8/18	\$75.00
01-05332	PARTSMASTER	PO0150819	V939 WELD ROD	\$118.37
01-05608	GROUNDED ELECTRIC, LLC.	PO0149881	CAFE GARCIA ELECTRICAL REPAIR	\$6,508.04
01-16008	PINKLEY SALES CO.	PO0150680	SDLC CABLE	\$84.00
01-40180	WAY OUT WEST	PO0150675	BOOTS/K HEDGES	\$150.00
01-80153	KINNUNEN, INC.	PO0150639	GROUT	\$12.79
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0150655	DRYER VENT BRUSH	\$6.59
TECHNICAL SERVICES TOTAL				\$11,250.60

FUND 10 DEPT 900 - LIBRARY

01-01783	JP MORGAN CHASE	PO0150776	CHASE PAYMENT	\$2,742.62
01-04949	APS FIRECO OKLAHOMA CITY, LLC	PO0150671	FIRE EXT INSPECTIONS (21)	\$206.90
01-05591	RESENDIZ, PABLO	PO0150738	LAWN SERVICE 8/18	\$195.00
01-05635	KANSAS CITY KS PUBLIC LIBRARY	PO0150837	BOOK	\$24.00
01-80445	A E HOWARD TILE AND CARPET, INC.	PO0150793	FLOOR TILES/ADHESIVE/COVERS	\$1,830.40
LIBRARY TOTAL				\$4,998.92

FUND 10 DEPT 955 - CAPITAL ASSETS & PROJECTS

01-00707	AUTOMATIC FIRE CONTROL	PO0146714	REMOVE/INSTALL FIRE ALARM SYSTEM	\$7,508.33
01-01783	JP MORGAN CHASE	PO0150776	CHASE PAYMENT	\$2,401.48
01-07030	GADES SALES CO., INC.	PO0150823	M-1801C1 CUBE FLASHERS (4)	\$461.62
CAPITAL ASSETS & PROJECTS TOTAL				\$10,371.43

FUND 14 DEPT 145 - HEALTH FUND

01-05570	PAYFLEX SYSTEMS USA, INC	PO0150606	FSA/DEP ACCOUNT FEES 8/18	\$371.30
01-70870	FOCUS INSTITUTE, INC.	PO0150702	EAP SERVICES 9/18	\$1,233.33
01-70870	FOCUS INSTITUTE, INC.	PO0150781	EAP SERVICES 7/18	\$1,233.33
HEALTH FUND TOTAL				\$2,837.96

FUND 20 DEPT 205 - AIRPORT

01-00918	POTTER OIL CO, INC.	PO0150713	DIESEL	\$581.00
01-01338	J & P SUPPLY, INC.	PO0150601	AEROSOL/DISPENSER/INSTALL	\$128.42
01-01338	J & P SUPPLY, INC.	PO0150754	TOWELS/TISSUE	\$191.31
01-01338	J & P SUPPLY, INC.	PO0150848	TOWELS/TISSUE	\$237.48
01-01783	JP MORGAN CHASE	PO0150776	CHASE PAYMENT	\$889.85
01-02402	TITAN FENCE CO.	PO0150796	FENCE REPAIR	\$2,400.00
01-02712	FARMER BROS. CO.	PO0150616	COFFEE	\$124.66
01-02857	DML POWER WASHING	PO0150604	POWER WASH/VENT HOOD	\$375.00
01-04038	OK DEPT OF ENVIRONMENTAL QUALITY	PO0150602	ANNUAL INDUSTRIAL STORMWATER PERMIT	\$347.71
01-16145	PETTY CASH	PO0150813	REIMB/TRAVEL/PRE CONST MTG/D OHNESORGE	\$73.79
01-16145	PETTY CASH	PO0150813	REIMB/TRAVEL/OK AERO COMM/D OHNESORGE	\$101.70
01-16145	PETTY CASH	PO0150817	REIMB/TRAVEL/TRUCK DROP OFF/K COOK	\$92.00
01-18040	RAMCO UNDERCAR SPECIALISTS, INC.	PO0150685	RELOCATE EXHAUST SYSTEM/HEATSHIELD	\$1,336.49
01-19001	STANLEY'S WRECKER SERVICE	PO0150753	TOW/FUEL TRUCK	\$777.00
01-35300	UNIFIRST, INC.	PO0150603	MATS/MOPS/DISPENSERS/WIPES	\$139.56
AIRPORT TOTAL				\$7,795.97

FUND 22 DEPT 000 - GOLF STOCK

01-05230	POPE DISTRIBUTING CO, INC.	PO0150774	BEER/ST	\$278.85
01-05528	ANHEUSER-BUSCH, LLC	PO0150652	BEER/ST	\$703.00
01-05542	CUTTER & BUCK	PO0150773	PRO SHOP/ST	\$1,245.30
GOLF STOCK TOTAL				\$2,227.15

FUND 22 DEPT 225 - GOLF

01-01783	JP MORGAN CHASE	PO0150776	CHASE PAYMENT	\$290.08
01-03399	INNOVATIVE TURF SUPPLY	PO0150687	FERTILIZER	\$2,485.93
01-04198	PRAIRIEFIRE COFFEE	PO0150736	COFFEE	\$72.80
01-05631	TORO NSN	PO0150667	ANNUAL SERVICE PLAN	\$1,705.00
01-13017	MUNN SUPPLY, INC.	PO0150640	CYLINDER RENTAL	\$7.14
01-38030	DAL SECURITY, INC.	PO0150670	MONTHLY MONITORING 8/18	\$91.00
01-65460	ACTSHON PEST CONTROL	PO0150669	PEST CONTROL	\$75.00
01-72030	EXPRESS PERSONNEL SERVICES, INC.	PO0150697	TEMP EMPLOYEES (2)	\$1,103.69
GOLF TOTAL				\$5,830.64

FUND 30 DEPT 305 - STREET & ALLEY

01-60230	RICK LORENZ CONSTRUCTION	PO0149528	M-1804A SIDEWALK REPLACE	\$2,707.96
STREET & ALLEY TOTAL				\$2,707.96

FUND 31 DEPT 230 - UTILITY BILLING

01-01783	JP MORGAN CHASE	PO0150776	CHASE PAYMENT	\$251.01
01-04949	APS FIRECO OKLAHOMA CITY, LLC	PO0150847	FIRE EXTINGUISHER	\$59.00
01-05384	CORE & MAIN LP	PO0150716	SPLICERS (400)	\$1,153.56
UTILITY BILLING TOTAL				\$1,463.57

FUND 31 DEPT 760 - SOLID WASTE SERVICES

01-00146	CINTAS CORPORATION LOC. 624	PO0150857	SHOP TOWEL SERVICE	\$66.04
01-00146	CINTAS CORPORATION LOC. 624	PO0150857	UNIFORM RENTALS (25)	\$201.00
01-00146	CINTAS CORPORATION LOC. 624	PO0150609	UNIFORM RENTALS (24)	\$167.80
01-00146	CINTAS CORPORATION LOC. 624	PO0150609	SHOP TOWEL SERVICE	\$41.84
01-00146	CINTAS CORPORATION LOC. 624	PO0150638	UNIFORM RENTALS (16)	\$157.52
01-00159	UNITED STATES GYPSUM COMPANY	PO0149832	CRUSHER RUN	\$774.50
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0150806	V516 MUFFLER	\$347.13
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0150845	SEAL	\$9.43
01-01783	JP MORGAN CHASE	PO0150776	CHASE PAYMENT	\$911.58
01-01972	TESSCO	PO0150672	MIRROR MOUNTING KITS (20)	\$217.56
01-01972	TESSCO	PO0150672	TRUCK ANTENNAS (20)	\$145.60
01-02043	RUSH TRUCK CENTERS	PO0150810	V216 RADIATOR HOSE	\$155.00
01-02243	BB MACHINE & SUPPLY, INC.	PO0150653	V216 HOSE/STEMS (2)	\$198.05
01-02254	TOTER, INC.	PO0149833	POLY CARTS (624)/LIDS (150)	\$34,903.02
01-03110	VERMEER GREAT PLAINS	PO0150703	V252 CYLINDER	\$1,658.86
01-03921	EXPRESS SCRIPTS, INC.	PO0150768	WC/MEDICAL	\$15.79
01-04038	OK DEPT OF ENVIRONMENTAL QUALITY	PO0150660	ANNUAL INDUSTRIAL STORMWATER PERMIT	\$347.71
01-04038	OK DEPT OF ENVIRONMENTAL QUALITY	PO0150840	STATE DISPOSAL FEE 4/18-6/18	\$24,161.17
01-04560	DOCUGUARD	PO0150434	RECYCLING CONTRACT 7/18	\$1,240.98
01-04833	OKLAHOMA SPINE AND MUSCULOSKELETAL	PO0150591	WC/MEDICAL	\$88.74
01-05066	BRUCKNER TRUCK SALES, INC.	PO0150836	V241 ENGINE REPAIR	\$1,101.60
01-05207	EMPIRE FINANCIAL, LLC	PO0150623	TRASH TRUCK LEASE/MACK 7/18-9/18	\$15,156.81
01-05207	EMPIRE FINANCIAL, LLC	PO0150622	TRASH TRUCK LEASE/PETERBUILT 7/18-9/18	\$28,400.67
01-05270	ZALOUDEK, FW & SONS	PO0150809	V253 CANOPY	\$325.60
01-05270	ZALOUDEK, FW & SONS	PO0150859	V454 SHOCK MOUNT	\$22.18

01-05309	CHEM-CAN BUILDING & CONSTRUCTION S	PO0150731	PORTABLE TOILET RENTAL 8/18	\$160.00
01-13017	MUNN SUPPLY, INC.	PO0150640	CYLINDER RENTAL	\$28.53
01-16004	PDQ PRINTING	PO0150858	WARNING LABELS (1000)	\$85.00
01-16145	PETTY CASH	PO0150817	REIMB/COOLING TOWEL/B WHITE	\$19.99
01-26005	ZEE MEDICAL SERVICE COMPANY	PO0150860	FIRST AID SUPPLIES	\$204.80
01-80246	ATWOODS	PO0150598	FUEL HOSE/ELECTRODE HOLDER	\$43.98
01-80246	ATWOODS	PO0150598	BOOTS/J BURDG	\$149.99
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0150655	DOOR KNOBS (2)/NUTS/BOLTS	\$41.34
			SOLID WASTE SERVICES TOTAL	\$111,549.81

FUND 31 DEPT 785 - PUBLIC UTILITIES MGMT

01-01338	J & P SUPPLY, INC.	PO0150601	AEROSOL/DISPENSER/INSTALL	\$95.44
01-01783	JP MORGAN CHASE	PO0150776	CHASE PAYMENT	\$528.70
01-05198	ENVIRONMENTAL TESTING, INC.	PO0149951	WASTEWATER SAMPLING	\$1,695.00
			PUBLIC UTILITIES MGMT TOTAL	\$2,319.14

FUND 31 DEPT 790 - WATER PRODUCTION

01-00146	CINTAS CORPORATION LOC. 624	PO0150609	UNIFORM RENTALS (10)	\$73.27
01-00146	CINTAS CORPORATION LOC. 624	PO0150727	UNIFORM RENTALS (10)	\$73.27
01-01005	ALFALFA ELECTRIC COOPERATIVE	PO0150740	MONTHLY SERVICE 8/18	\$13,311.10
01-01178	ACCURATE, INC.	PO0150621	SAMPLE ANALYSIS	\$2,492.50
01-01178	ACCURATE, INC.	PO0150724	SAMPLE ANALYSIS	\$572.50
01-01598	CLIFFORD POWER SYSTEMS, INC.	PO0150722	GENERATOR REPAIR	\$852.09
01-01783	JP MORGAN CHASE	PO0150776	CHASE PAYMENT	\$660.02
01-01954	PUMPS OF OKLAHOMA, INC.	PO0150789	PUMPS (2)	\$2,474.52
01-05633	WALTON, BOBBY R	PO0150864	WATER ROYALTIES 2015-2018	\$400.00
01-13017	MUNN SUPPLY, INC.	PO0150725	CYLINDER RENTAL	\$21.40
01-14118	NCL OF WISCONSIN	PO0150723	FLUORIDE TESTING	\$141.92
01-23013	WAKO, INC.	PO0150720	HOSES (20)/CLAMPS (4)	\$71.09
01-30830	LOCKE SUPPLY, INC.	PO0150620	BRASS FITTINGS	\$29.76
01-38030	DAL SECURITY, INC.	PO0150726	MONTHLY MONITORING 8/18	\$50.00
01-79980	PIONEER BUSINESS SOLUTION	PO0150635	MONTHLY SERVICE 8/18	\$159.66
01-79980	PIONEER BUSINESS SOLUTION	PO0150721	MONTHLY SERVICE 9/18	\$120.44
01-79980	PIONEER BUSINESS SOLUTION	PO0150733	MONTHLY SERVICE 8/18	\$117.12
01-80258	BRENNTAG SOUTHWEST, INC.	PO0149574	CHLORINE	\$3,647.60
			WATER PRODUCTION TOTAL	\$25,268.26

FUND 31 DEPT 795 - UTILITY MAINTENANCE

01-00146	CINTAS CORPORATION LOC. 624	PO0150638	UNIFORM RENTALS (12)	\$78.64
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0150806	V516 MUFFLER CLAMP	\$13.92
01-00878	BROWN'S SHOE FIT COMPANY	PO0150735	BOOTS/J YOUNG	\$238.50
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0150728	REBAR	\$31.00
01-01363	J & R EQUIPMENT, LLC	PO0150834	V438 CAMERA REPAIR	\$2,499.00
01-01783	JP MORGAN CHASE	PO0150776	CHASE PAYMENT	\$1,320.10
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0150807	V344 HYDRAULIC FLUID	\$283.50
01-04033	DOLESE BROTHERS CO., INC.	PO0150643	CRUSHER RUN	\$0.26
01-04033	DOLESE BROTHERS CO., INC.	PO0150827	CRUSHER RUN	\$196.50
01-04115	DITCH WITCH OF OKLAHOMA	PO0150729	UNDERGROUND MOLE REPAIR	\$774.96
01-05200	WINCAN LLC	PO0150791	ANNUAL SOFTWARE SERVICE/SUPPORT	\$1,500.00
01-13017	MUNN SUPPLY, INC.	PO0150640	CYLINDER RENTAL	\$9.30
01-15083	OK CONTRACTORS SUPPLY	PO0150618	RACHET SHEARS (5)	\$344.00
01-19235	SOUTHWEST TRUCK PARTS, INC.	PO0150811	V516 EXHAUST PIPE/STUD	\$23.50
01-80153	KINNUNEN, INC.	PO0150639	HOIST HOOK	\$69.10
01-80153	KINNUNEN, INC.	PO0150639	FIRE EXT (2)/KNEEPADS (4)	\$135.82
			UTILITY MAINTENANCE TOTAL	\$7,518.10

FUND 31 DEPT 799 - WASTEWATER PLANT MGMT

01-01783	JP MORGAN CHASE	PO0150776	CHASE PAYMENT	\$13.35
01-04038	OK DEPT OF ENVIRONMENTAL QUALITY	PO0150660	ANNUAL INDUSTRIAL STORMWATER PERMIT	\$695.42
01-04429	STOVER & ASSOCIATES, INC	PO0149972	PLANT MGMT SERVICE 8/18	\$108,200.16
01-05354	HAWKINS, INC.	PO0150838	POLYMER	\$2,703.21
01-07036	GRAINGER, INC.	PO0150790	PUMP MOTOR	\$2,031.96
01-15083	OK CONTRACTORS SUPPLY	PO0150618	VALVE	\$350.00
WASTEWATER PLANT MGMT TOTAL				\$113,994.10

FUND 31 DEPT 956 - EMA CAPITAL REPLACE

01-05384	CORE & MAIN LP	PO0149573	METER COMPONENTS	\$198,000.00
01-05583	COGSDALE CORPORTATION	PO0149116	SOFTWARE REPLACEMENT	\$19,321.00
EMA CAPITAL REPLACE TOTAL				\$217,321.00

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

01-02687	RETAIL ATTRACTIONS, LLC	PO0150128	PROFESSIONAL SERVICE 8/18	\$4,000.00
E.E.D.A. TOTAL				\$4,000.00

FUND 33 DEPT 335 - V.D.A.

01-00223	COOPER, MICHAEL G.	PO0150691	REIMB/TRAVEL/USAF LEADERSHIP/USDOD CONF	\$1,479.27
01-01227	AUTRY VO-TECH CENTER	PO0150764	TUITION ASSISTANCE/C HARVES	\$300.00
V.D.A. TOTAL				\$1,779.27

FUND 40 DEPT 405 - CAPITAL IMPROVEMENT

01-04464	MTZ CONSTRUCTION, INC.	PO0149115	M-1805C ADA COMPLIANCE PROGRAM	\$45,575.28
CAPITAL IMPROVEMENT TOTAL				\$45,575.28

FUND 42 DEPT 425 - SANITARY SEWER FUND

01-01832	BURNS & MCDONNELL ENGINEERING CO.,	PO0143363	S-1706A PROFESSIONAL SERVICE	\$61,398.75
SANITARY SEWER FUND TOTAL				\$61,398.75

FUND 44 DEPT 445 - WATER CAP. IMPROVEMENT FUND

01-03707	DOERNER, SAUNDERS, DANIEL & ANDERS	PO0150712	W-1304A WATER RIGHTS	\$246.00
01-03760	GARVER, LLC	PO0139545	W-1712B PROFESSIONAL SERVICE	\$446,126.40
01-04579	COWAN GROUP ENGINEERING, LLC	PO0148689	W-1809A WATERWELL DESIGN	\$2,750.00
01-05005	ENID CONCRETE CO., INC.	PO0150642	W-1804C1 CONCRETE	\$985.50
01-15083	OK CONTRACTORS SUPPLY	PO0150734	W-1804C1 PVC RESTRAINT/FITTINGS	\$912.00
WATER CAP. IMPROVEMENT FUND TOTAL				\$451,019.90

FUND 50 DEPT 505 - 911

01-01783	JP MORGAN CHASE	PO0150776	CHASE PAYMENT	\$465.00
01-13089	MERRIFIELD OFFICE SUPPLY	PO0150752	PAPER	\$279.92
01-66190	AT&T	PO0150788	MONTHLY SERVICE 8/18	\$1,191.71
911 TOTAL				\$1,936.63

FUND 51 DEPT 515 - POLICE

01-00232	LYLE'S BODY SHOP, INC	PO0150769	V2053 BUMPER REPAIR	\$322.00
01-01783	JP MORGAN CHASE	PO0150776	CHASE PAYMENT	\$2,676.95
01-02123	BRADFORD INDUSTRIAL SUPPLY CORP.	PO0150742	FREON/FILTERS (24)	\$252.80
01-03001	CUMMINS SOUTHERN PLAINS	PO0150772	GENERATOR MAINT	\$460.00
01-03001	CUMMINS SOUTHERN PLAINS	PO0150772	GENERATOR MAINT/TOWER	\$153.34
01-03226	BLAKLEY LAWN SERVICE, LLC.	PO0150747	LAWN SERVICE 8/18	\$200.00
01-04018	OKLAHOMA SPINE & BRAIN INSTITUTE	PO0150718	WC/MEDICAL/B SCHWARZKOPF	\$810.00
01-04164	OK DEPT. OF PUBLIC SAFETY	PO0150743	OLETS FEE 7/18	\$350.00
01-05110	ENID NOON AMBUCS	PO0150749	3RD QTR DUES/MEALS/B O'ROURKE	\$165.80
01-05185	WILLIAM R GILLOCK, MD PC	PO0150595	WC/MEDICAL/G ROBERTSON	\$641.94
01-05285	THERAPY INNOVATIONS	PO0150596	WC/MEDICAL/D WILLSON	\$82.38
01-05290	GRATS TRANSMISSION	PO0150792	V2040 TRANSMISSION REPAIR	\$1,480.00
01-05519	WILLSON, DEBBIE M	PO0150597	WC/TRAVEL REIMB	\$72.32
01-15132	O'REILLY AUTO PARTS, INC.	PO0150748	BELT	\$10.19
01-16004	PDQ PRINTING	PO0150750	ID CARDS (2)	\$10.00
01-30420	OLSON ANIMAL HOSPITAL, INC.	PO0150633	REIMB/VACCINES	\$530.00
01-39920	GT DISTRIBUTORS, INC.	PO0150751	AMMO	\$364.99
01-39920	GT DISTRIBUTORS, INC.	PO0147174	ANNUAL PD/SWAT TRAINING AMMO	\$12,650.05
01-53300	ANIMAL CARE OF ENID, INC.	PO0150632	REIMB/VACCINES	\$140.00
POLICE TOTAL				\$21,372.76

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

01-04656	CENTERPOINT ENERGY SERVICES, INC.	PO0150696	MONTHLY SERVICE 8/18	\$14.81
01-15127	OK NATURAL GAS	PO0150589	MONTHLY SERVICE 8/18	\$498.54
01-49880	DELL MARKETING, LP	PO0150263	COMPUTERS (3)/LAPTOP	\$5,330.48
01-80045	CHISHOLM TRAIL EXPO CENTER	PO0150784	HOTEL TAX 7/18	\$59,307.08
E.E.C.C.H. TOTAL				\$65,150.91

FUND 65 DEPT 655 - FIRE

01-00781	INTERSTATE ALL BATTERY CENTER, INC	PO0150762	6V BATTERIES (4)	\$107.96
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0150794	V1031 TURBO	\$1,153.01
01-01088	ARNOLD'S PARTS & SERVICE	PO0150856	RV DOOR REPLACE/INSTALL	\$1,080.94
01-01227	AUTRY VO-TECH CENTER	PO0150757	RESPIRATOR FIT TESTS (3)	\$80.00
01-01476	NORTHERN SAFETY CO., INC.	PO0150761	BATTERY ASSEMBLIES (6)	\$368.52
01-01783	JP MORGAN CHASE	PO0150776	CHASE PAYMENT	\$1,023.42
01-02017	A. W. BRUEGGEMANN CO., INC.	PO0150755	V1031 STUDS (4)	\$11.76
01-02017	A. W. BRUEGGEMANN CO., INC.	PO0150755	COTTER PINS (30)	\$10.50
01-02598	BOEHM PLUMBING, INC	PO0150759	WATER LEAK REPAIR/STA 4	\$95.20
01-03001	CUMMINS SOUTHERN PLAINS	PO0150772	GENERATOR MAINT/TOWER	\$153.33
01-03099	CHIEF FIRE & SAFETY CO., INC.	PO0150795	V1008 BOOSTER LINE/HOSE	\$1,050.00
01-03921	EXPRESS SCRIPTS, INC.	PO0150768	WC/MEDICAL/J MCALISTER	\$26.92
01-04030	WELDON PARTS, INC.	PO0150760	V1034 FRONT CALIPER KITS (2)	\$766.84
01-05187	LOWERY & ASSOCIATES, INC.	PO0150594	WC/TRANSCRIPT/J MILACEK	\$61.00
01-15132	O'REILLY AUTO PARTS, INC.	PO0150766	CHAMOIS (2)	\$27.98
01-15132	O'REILLY AUTO PARTS, INC.	PO0150766	V1051 CARB GASKETS (2)	\$3.80
01-19235	SOUTHWEST TRUCK PARTS, INC.	PO0150763	V1034 HUB CAP	\$12.19
01-19235	SOUTHWEST TRUCK PARTS, INC.	PO0150763	V1041 BLOCK VALVE	\$46.08
01-20108	TOTAL COM, INC.	PO0150758	BUNK LIGHT REPAIR/STA 4	\$95.00
01-60600	ENID FLORAL & GIFTS	PO0150770	FLORAL ARRANGEMENT	\$54.47
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0150756	HOSE/PIPE TEES/DUCT TAPE	\$197.28
FIRE TOTAL				\$6,426.20

FUND 82 DEPT 825 - CLEET

01-02587	OK BUREAU OF NARCOTICS	PO0150578	MONTHLY REIMB 7/18	\$5.00
01-03274	CLEET	PO0150576	MONTHLY REIMB 7/18	\$4,035.44
01-55470	OK STATE BUREAU INVESTIGATION	PO0150577	MONTHLY REIMB AFIS 7/18	\$3,839.61
01-055470	OK STATE BUREAU INVESTIGATION	PO0150577	MONTHLY REIMB FORENSIC 7/18	\$3,679.76
CLEET TOTAL				\$11,559.81

FUND 99 DEPT 995 - EPTA

01-00612	PHYSICIANS GROUP, LLC	PO0150590	WC/MEDICAL	\$88.74
01-01783	JP MORGAN CHASE	PO0150776	CHASE PAYMENT	\$15.00
01-03960	EAGLE IMAGING MANAGEMENT GROUP, LC	PO0150851	WC/MEDICAL	\$123.15
01-03972	NATIONAL PEN CO., LLC	PO0150730	SHIRTS (58)/SETUP CHARGE	\$282.24
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0150786	MONTHLY SERVICE 7/18	\$231.70
01-05319	GLOBAL GRAPHICS AND DESIGN, INC.	PO0150797	ADVERTISING	\$325.00
01-19047	AT & T	PO0150739	MONTHLY SERVICE 8/18	\$329.46
01-50710	OK MUNICIPAL ASSURANCE GROUP	PO0150779	ANNUAL GEN LIAB/AUTO INSURANCE	\$7,995.00
EPTA TOTAL				\$9,390.29

FUND 70 DEPT 705 - CDBG

70-05511	AMERICAN PARKS COMPANY	PO0147218	B-17 (420) PLAYGROUND EQUIPMENT	\$16,562.64
70-07085	GREATER ENID CHAMBER OF COMMERCE	PO0150707	B-16 (416) 2018-2019 ALUMNI DUES	\$50.00
CDBG TOTAL				\$16,612.64

COMBINED BREAKDOWN OF TOTALS

EMA	\$479,433.98
EEDA	\$4,000.00
EPTA	\$9,390.29
REMAINING FUNDS	\$992,645.47
TOTAL CLAIMS	\$1,485,469.74

PURCHASING CARD CLAIMS LIST

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FUND 10 DEPT 100 - ADMINISTRATIVE SERVICES

AMERAPRODUCTS, INC	PO0150776	CHANGING TABLE/ADMIN BLDG	435.59
AT&T K008 9969	PO0150776	TABLET	99.99
AT&T*PREMIER EBIL	PO0150776	IPAD DATA PLAN 8/18	109.44
BWW 3786 EDMOND OK	PO0150776	MEAL (3)/OWRB BOARD MEETING	29.00
CHILIS NORMAN RELO	PO0150776	MEAL/OEMC CONF/M HONIGSBERG	11.19
EMBASSY SUITES NORMAN	PO0150776	LODGING/OEMC CONF/M HONIGSBERG	105.79
ENID WINNELSON CO	PO0150776	AUTOMACTIC FLUSH HANDLE	243.02
HUGHES LUMBER COMPANY	PO0150776	PLYWOOD	35.11
KINNUNEN SALES AND REN	PO0150776	GLUE	5.04
LOWES #00205*	PO0150776	MIRROR/CLIPS/TRASH CAN	347.73
OLIVE GARDEN 00014803	PO0150776	MEAL/OEMC CONF/M HONIGSBERG	10.32
SALTGRASS NORMAN	PO0150776	MEAL/OEMC CONF/M HONIGSBERG	15.21
SHERWIN WILLIAMS 70718	PO0150776	PAINT ROLLERS/PAINT PAIL	70.71
WW STARR LUMBER ENID	PO0150776	TAPING MUD	18.38

ADMINISTRATIVE SERVICES TOTAL **1,536.52**

FUND 10 DEPT 110 - HUMAN RESOURCES

AMZN MKTP US	PO0150776	BATTERIES/PENS	58.10
SECRETARY OF STATE	PO0150776	NOTARY RENEWAL/E JOHNSON	20.80

HUMAN RESOURCES TOTAL **78.90**

FUND 10 DEPT 120 - LEGAL SERVICES

AMZN MKTP US	PO0150776	(CREDIT) REFUND WRONG PART	(13.96)
OKCOUNTYRECORDS.COM	PO0150776	MONTHLY SUBSCRIPTION	10.00
OKSELFINSUR	PO0150776	OSIA FALL CONFERENCE WORKERS COMP/STEIN	150.00
STAPLS6923593039000	PO0150776	CUSTOM STAMP	25.08

LEGAL SERVICES TOTAL **171.12**

FUND 10 DEPT 140 - SAFETY

AT&T*BILL PAYMENT	PO0150776	IPAD DATA PLAN 7/18	33.24
NATIONAL SAFETY COUNCI	PO0150776	NSC MEMBERSHIP DUES/L ANGUIANO	850.00
STAPLES 00106633	PO0150776	CALENDAR/PADS/BATTERIES	80.95

SAFETY TOTAL **964.19**

FUND 10 DEPT 150 - PR/ETN/MARKETING

AT&T*PREMIER EBIL	PO0150776	IPAD DATA PLAN 8/18	13.24
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PR/ETN/MARKETING TOTAL **13.24**

FUND 10 DEPT 200 - GENERAL GOVERNMENT

JUMBO FOODS	PO0150776	BOTTLED WATER	14.05
MCALISTER'S DELI 727	PO0150776	MEAL/COMMISSION MEETING	244.60

GENERAL GOVERNMENT TOTAL **258.65**

FUND 10 DEPT 210 - ACCOUNTING

AT&T*PREMIER EBIL	PO0150776	IPAD DATA PLAN 8/18	13.24
CTR EXEC & PROF DEV WE	PO0150776	REGISTRATION (2)/OMCTFOA CONF	448.00
UNCLAIMED PROPERTY	PO0150776	UNCLAIMED PROPERTY WEBINAR	49.00

ACCOUNTING TOTAL **510.24**

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FUND 10 DEPT 250 - INFORMATION TECHNOLOGY

AMZN MKTP US	PO0150776	EXTERNAL HARD DRIVES (3)	559.35
AT&T*PREMIER EBIL	PO0150776	IPAD DATA PLAN 8/18	13.24
WM SUPERCENTER #499	PO0150776	WATER JUGS	17.36

INFORMATION TECHNOLOGY TOTAL	589.95
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FUND 10 DEPT 350 - CODE ENFORCEMENT

AMERICAN ASSOCIATION O	PO0150776	AACE MEMBERSHIP (2)	75.00
INT'L CODE COUNCIL INC	PO0150776	ELECTRICAL CODE CHECK GUIDE LIST (2)	42.40
SQU*SQ *EXTREME AUTO D	PO0150776	V724 DETAIL	120.00

CODE ENFORCEMENT TOTAL	237.40
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FUND 10 DEPT 400 - ENGINEERING

AT&T K008 9969	PO0150776	IPAD	359.99
ASSOC CAREER CENTER	PO0150776	PARTY CHIEF SURVEYOR ADVERTISING	50.00
PAYPAL *OKLAHOMAMUN	PO0150776	PARTY CHIEF SURVEYOR ADVERTISING	10.00

ENGINEERING TOTAL	419.99
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FUND 10 DEPT 700 - PUBLIC WORKS MGMT

029 BRAUMS STORE	PO0150776	MEAL (10)/DEPT MEETING	23.96
AT&T*BILL PAYMENT	PO0150776	IPAD DATA PLAN 8/18	48.98
WAL-MART #0499	PO0150776	HDMI CABLE	6.98
WM SUPERCENTER #499	PO0150776	COFFEE/UTENSILS	20.62

PUBLIC WORKS MGMT TOTAL	100.54
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FUND 10 DEPT 710 - FLEET MGMT

JUMBO FOODS	PO0150776	CHARCOAL	33.75
JUMBO FOODS	PO0150776	MEAL (15)/SAFETY MEETING	241.49
STAPLES 00106633	PO0150776	(CREDIT) FOLDER FRAME	(16.79)
WM SUPERCENTER #499	PO0150776	BAND AIDS	23.38

FLEET MGMT TOTAL	281.83
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FUND 10 DEPT 730 - PARKS & RECREATION

2000 CED	PO0150776	BUSHINGS	42.38
ACE HDWE	PO0150776	SHOP VAC/BUSHINGS/FILTERS (6)	144.25
ALBRIGHT STEEL WIRE EN	PO0150776	REBAR DOWELS	61.00
AMZN MKTP US	PO0150776	DRINKING FOUNTAIN REGULATORS (3)	101.94
AMZN MKTP US	PO0150776	EVENT PROPS	197.31
AMZN MKTP US	PO0150776	POOL CONCESSION	194.95
AT&T*PREMIER EBIL	PO0150776	IPAD DATA PLAN 8/18	116.20
ATWOOD 01 ENID	PO0150776	BOTTLED WATER/SHOVELS/RAKES/BAGS	432.91
AUTOZONE #0505	PO0150776	V651 HEADLIGHT	10.49
DOLLAR GENERAL #14642	PO0150776	WASP SPRAY (3)	9.75
ENID WINNELSON CO	PO0150776	DRAIN PIPE/TEE/PRIMER/FITTINGS	750.87
JACK'S OUTDOOR POWER E	PO0150776	EDGER BLADES (91)	539.02
KINNUNEN SALES AND REN	PO0150776	GLOVES (25 BOXES)/SAFETY TIE OFF	419.81
LOCKE SUPPLY	PO0150776	PVC PIPE/FITTINGS/LIGHT FIXTURE/FUSES	2,007.96
LOWES #00205*	PO0150776	P-1905C IRRIGATION FITTINGS	692.48
LOWES #00535*	PO0150776	PVC FITTINGS (136)/GLUE/COUPLING/GRATE	893.14
OREILLY AUTO #0174	PO0150776	V580 FUEL PUMP	49.99
OTC BRANDS, INC.	PO0150776	HALLOWEEN EVENT DECORATIONS	34.09
PAYPAL *OKLAHOMAREC	PO0150776	ORPS MEMBERSHIP DUES (2)	90.00
SPRINKLERWAREHOUSECOM	PO0150776	VALVE REPLACEMENT SOLENOID (10)	72.79

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STAPLES 00106633	PO0150776	REGISTER/BATTERY BACKUP	244.98
STUART C IRBY	PO0150776	ELECTRICAL CONNECTOR	87.50
WAL-MART #4390	PO0150776	POOL CONCESSION	84.67
WM SUPERCENTER #499	PO0150776	EVENT PROPS	65.80
WW STARR LUMBER ENID	PO0150776	LUMBER/PLYWOOD/SCREWS	280.85

PARKS & RECREATION TOTAL	7,625.13
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FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT

AMAZON.COM	PO0150776	PRINTER/INK CARTRIDGE	130.77
ATTACHMENTS DIRECT LLC	PO0150776	V170 REPLACEMENT BROOM	465.64
CHEROKEE RESTAURANT	PO0150776	MEAL (2)/CDL TRAINING	48.15
ENID CONCRETE CO INC	PO0150776	CONCRETE	202.50
KINNUNEN SALES AND REN	PO0150776	CONCRETE CURE	128.75
KINNUNEN SALES AND REN	PO0150776	SEALANT/SLAB CAULKING	396.84
LOVES COUNTRY 00003855	PO0150776	V118 FUEL/CDL TRAINING	20.00
SONIC DRIVE IN #5038	PO0150776	MEAL (2)/CDL TRAINING	15.47
SUGAR CREEK INN AND ST	PO0150776	LODGING (2)/CDL TRAINING	149.98
THE SHED	PO0150776	MEAL (2)/CDL TRAINING	29.00

STRMWTR & ROADWAY MAINT TOTAL	1,587.10
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FUND 10 DEPT 750 - TECHNICAL SERVICES

2000 CED	PO0150776	ELECTRICAL FITTINGS	156.47
3M CREDIT	PO0150776	VINYL	492.00
ACE HDWE	PO0150776	NUTS/BOLTS	6.56
AMZN MKTP US	PO0150776	BATTERIES/AUTRY CROSSWALK SIGNS	216.29
AT&T*PREMIER EBIL	PO0150776	IPAD DATA PLAN 8/18	142.68
CENEX FARMERS 07053606	PO0150776	PROPANE	25.66
DERRICKS CANVAS	PO0150776	AWNING	615.00
DROPBOX*H1HKV5KZLQJW	PO0150776	DROPBOX RENEWAL	99.00
HUGHES LUMBER COMPANY	PO0150776	PLYWOOD	55.48
INDUSTRIAL MATERIALS	PO0150776	LOCKSET	120.00
JACK'S OUTDOOR POWER E	PO0150776	GASKET/INSULATOR	16.68
KINNUNEN SALES AND REN	PO0150776	WIRE/CONCRETE CURE	400.95
LOWES #00205*	PO0150776	STORAGE TOTES (7)/LUMBER/PLIERS	145.78
STAPLES 00106633	PO0150776	FOLDERS/PINS/PAPER	29.98
STUART C IRBY	PO0150776	LEVEL	28.00
VULCAN INC	PO0150776	ALUMINUM SIGN BLANKS	495.75
WW STARR LUMBER ENID	PO0150776	SWIVEL HASP	9.19

TECHNICAL SERVICES TOTAL	3,055.47
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FUND 10 DEPT 900 - LIBRARY

A NEW CHAPTER BOOKSTOR	PO0150776	BOOKS (59)	371.48
AMAZON.COM	PO0150776	PAPER/ENVELOPES/BOOK	134.08
AMER LIB ASSOC-IMIS	PO0150776	ALA DUES (2)	263.00
AMZN MKTP US	PO0150776	PLANNER/DVD	51.02
BOOM A RANG DINER ENID	PO0150776	MEAL (4)/DEPT MEETING	28.54
CANVA 02057-3998787	PO0150776	PROGRAM SUPPLIES	10.00
DROPBOX*WWT5YBG2RBZ5	PO0150776	DROPBOX RENEWAL	1,400.00
HOBBY-LOBBY #0008	PO0150776	PROGRAM SUPPLIES	13.99
LOWES #00205*	PO0150776	FLAG POLE ROPE/CLEANER	111.08
RECORDED BOOKS	PO0150776	BOOK ON CD	6.95
SAVE A LOT #24812	PO0150776	PROGRAM SUPPLIES	51.48
SQ *SQ *SCOOPS ICE CRE	PO0150776	ICE CREAM (LUNCH BUNCH)	201.00
THE GREAT COURSES	PO0150776	SITE LICENSE/VIDEO CLASS SERIES	100.00

LIBRARY TOTAL	2,742.62
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PURCHASING CARD CLAIMS LIST

9-6-18

FUND 10 DEPT 955 - CAPITAL ASSETS & PROJECTS

LOWES #00205*	PO0150776	P-1905C FOOTBALL CONCESSION CABINETS (4)	1,709.00
CAPITAL ASSETS & PROJECTS TOTAL			1,709.00

FUND 20 DEPT 205 - AIRPORT

AMAZON.COM	PO0150776	SAFETY SHIRT	30.06
AMZN MKTP US	PO0150776	MOWER BLADE REMOVAL TOOL/TAPE	73.95
LOWES #00205*	PO0150776	T-POST STRAPS/WASHERS/CONCRETE MIX	270.69
OREILLY AUTO #0188	PO0150776	V833/V834 SPARK PLUGS	8.76
P AND K EQUIPMENT ENID	PO0150776	OIL FILTERS/DEF/LUBRICANT/SEALS	89.99
ZORO TOOLS INC	PO0150776	BARRICADE LIGHTS	416.40
AIRPORT TOTAL			889.85

FUND 22 DEPT 225 - GOLF

AMZN MKTP US	PO0150776	INK CARTRIDGES	79.96
ENID WINNELSON CO	PO0150776	PVC FITTINGS/GLUE	96.09
OREILLY AUTO #0188	PO0150776	FUSE/INSECT FOGGER	20.82
SAVE A LOT #24925	PO0150776	SNACKBAR SUPPLIES	26.27
STAPLES 00106633	PO0150776	INK CARTRIDGES	19.99
WALGREENS #11718	PO0150776	LIGHT BULBS/BATTERIES/CLEANER	46.95
GOLF TOTAL			290.08

FUND 31 DEPT 230 - UTILITY SERVICES

ALDI 75012	PO0150776	EMP ERROR/REIMB VIA CHECK	67.81
LOCKE SUPPLY	PO0150776	PIPE WRENCH	23.56
LOWES #00205*	PO0150776	DRILLING HAMMER/KNEE PADS	112.20
STAPLES 00106633	PO0150776	FILE FOLDERS/CARDSTOCK/RULERS	47.44
UTILITY SERVICES TOTAL			251.01

FUND 31 DEPT 760 - SOLID WASTE

AT&T*BILL PAYMENT	PO0150776	IPAD DATA PLAN 8/18	288.60
AWTI 3RD EYE CAM	PO0150776	V223 CAMERA	606.00
WINCHELL'S # 580	PO0150776	MEAL (20)/SAFETY MEETING	16.98
SOLID WASTE TOTAL			911.58

FUND 31 DEPT 785 - PUBLIC UTILITIES MGMT

BRADFORD INDUSTRIAL SP	PO0150776	WATER FILTER	100.99
CANDLEWOOD SUITES	PO0150776	LODGING/RVIP CONF/A RODGERS	109.00
COTPA PARKING-SKI DATA	PO0150776	PARKING/RVIP CONF/A RODGERS	36.00
HILTON HOTELS F&B	PO0150776	MEAL/RVIP CONF/A RODGERS	18.76
INT*IN *A. E. HOWARD T	PO0150776	GROUT CLEANER	18.99
STAPLES 00106633	PO0150776	PLANNER/FILE FRAME	40.48
STAPLES DIRECT	PO0150776	OFFICE CHAIR/COMMAND STRIPS/TABS	95.53
UPS (800) 811-1648	PO0150776	SHIPPING FEES	9.43
WM SUPERCENTER #499	PO0150776	COFFEE/UTENSILS	24.10
WW STARR LUMBER ENID	PO0150776	SAW BLADE	75.42
PUBLIC UTILITIES MGMT TOTAL			528.70

FUND 31 DEPT 790 - WATER PRODUCTION

2000 CED	PO0150776	HEAT SHRINK	32.05
BELL SUPPLY - ENID OK	PO0150776	PIPE FITTINGS	105.37
JUMBO II LLC	PO0150776	PEPPERMINT EXTRACT/RODENT CONTROL	6.30
LAMPTON WELDING SUP EN	PO0150776	WIRE	109.75

PURCHASING CARD CLAIMS LIST

9-6-18

LOWES #00205*	PO0150776	HOSE/SHOVELS/LUMBER/SCREWS	261.80
STUART C IRBY	PO0150776	WIRE/CONNECTORS	144.75

WATER PRODUCTION TOTAL	660.02
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FUND 31 DEPT 795 - UTILITY MAINTENANCE

ACCURATE ENVIRONMENTAL	PO0150776	WASTEWATER OPERATION GUIDES (3)	210.00
AT&T*PREMIER EBIL	PO0150776	IPAD DATA PLAN 8/18	204.16
FASTENAL COMPANY01	PO0150776	BOLTS/NUTS	137.06
KINNUNEN SALES AND REN	PO0150776	WORK VISE	149.00
ROTEK SERVICES INC	PO0150776	LIFT STATION PUMP INSPECTION	468.00
USA BLUE BOOK	PO0150776	BUCKET HOOKS	151.88

UTILITY MAINTENANCE TOTAL	1,320.10
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FUND 31 DEPT 799 - WASTEWATER PLANT MGMT

THE UPS STORE 5063	PO0150776	SHIPPING FEES	13.35
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WASTEWATER PLANT MGMT TOTAL	13.35
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FUND 50 DEPT 505 - 911

EB OKLAHOMA PUBLIC SA	PO0150776	REGISTRATION (3)/PUBLIC SAFETY CONF	465.00
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911 TOTAL	465.00
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FUND 51 DEPT 515 - POLICE

2000 CED	PO0150776	BREAKER/JUNCTION BOX/BLADES	87.51
AMAZON.COM	PO0150776	CAMERA	179.96
AMZN MKTP US	PO0150776	BATTERIES/REMOTE/POWER SUPPLY	138.64
BAYSINGERS UNIFORMS & HOBBY-LOBBY #0008	PO0150776	UNIFORMS/RECRUITS	295.31
HOBBY-LOBBY #0008	PO0150776	CUSTOM FRAME	43.99
LOVE S COUNTRY00002600	PO0150776	V2124 FUEL/WATCHGUARD	22.50
LOVE S COUNTRY00002600	PO0150776	V2125 FUEL/WATCHGUARD	24.25
LOWES #00205*	PO0150776	PLYWOOD	28.74
PHILLIPS 66 - CTS 545	PO0150776	V2069 FUEL/CLEET TRAINING	48.51
PIKEPASS OKC STORE	PO0150776	PIKEPASS FEES	150.00
RACETRAC 2339 00023390	PO0150776	V2124 FUEL/WATCHGUARD	13.50
RACETRAC 2339 00023390	PO0150776	V2125 FUEL/WATCHGUARD	20.02
RESIDENCE INN FAIRVIEW	PO0150776	LODGING (3)/WATCHGUARD	1,410.24
STAPLES 00106633	PO0150776	LABELER TAPE/FOLDER	38.78
TOPS AND STRIPES	PO0150776	V2172 WINDOW TINT	175.00

POLICE TOTAL	2,676.95
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FUND 65 DEPT 655 - FIRE

ACE HDWE	PO0150776	SPRAYER	11.99
AMAZON.COM	PO0150776	SCANNER/RADIO/CLOCK	77.62
AMZN MKTP US	PO0150776	EXAM GLOVES (2 CASES)/LANCET NEEDLES	173.97
ATWOOD 01 ENID	PO0150776	INSECTICIDE	49.99
BATTERY JUNCTION	PO0150776	FLASHLIGHT (2)	79.90
BEARING RUBBER HYDRAUL	PO0150776	V1031/V1034 PUMP DRIVE SHAFT SEAL (4)	52.60
ENID WINNELSON CO	PO0150776	WATER HEATER VALVE	23.46
FIND IT PARTS	PO0150776	V1034 DISC BRAKE PIN SLIDER (2)	378.71
JACK'S OUTDOOR POWER E	PO0150776	PULL ROPE	9.00
LOWES #00205*	PO0150776	PAINT (2)	73.96
N.B.F.S.P.Q.	PO0150776	FIRE INVESTIGATOR CERTIFICATION/M SCHATZ	17.50
SMK*SURVEYMONKEY.COM	PO0150776	SURVEY SUBSCRIPTION	37.00
UNITED LINEN	PO0150776	KITCHEN/SHOP TOWELS	37.72

FIRE TOTAL	1,023.42
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PURCHASING CARD CLAIMS LIST

9-6-18

FUND 99 **DEPT 995 - EPTA**

SAFECAR SERVICES

PO0150776

CPR/FIRST AID TRAINING/C WINTERS

15.00

EPTA TOTAL

15.00

JP MORGANCHASE CLAIMS LIST TOTAL

\$ 30,926.95

City Commission Meeting

11.1.

Meeting Date: 09/06/2018

Submitted By: Alissa Lack, City Clerk

SUBJECT:

CONSIDER A RESOLUTION AUTHORIZING THE CHAIRMAN OF THE BOARD OF TRUSTEES OF THE ENID MUNICIPAL AUTHORITY TO MAKE AN APPLICATION FOR AN ABLE LICENSE FOR MEADOWLAKE GOLF COURSE TO ALLOW THE SALE OF WINE AND BEER.

BACKGROUND:

This item was mistakenly placed on the August 21, 2018 agenda under City consent rather than under the Enid Municipal Authority portion of the agenda. The item was approved as a City of Enid item not Enid Municipal Authority. Therefore, this item is back on the agenda for consideration.

For a long time, low-point beer has been available to patrons at Meadowlake Golf Course. It has been possible because beer was not considered an alcoholic beverage under Oklahoma law.

Article 28 §8 of the Oklahoma Constitution prohibits the State of Oklahoma and its political subdivisions from engaging in the alcoholic beverage industry. With the changes to the alcohol laws of Oklahoma, all beer will be considered alcohol, so the low-point beer exemption that allowed municipalities to serve low-point beer was eliminated. The Constitution was amended, but the provision that prohibited engaging in the alcoholic beverage industry was recodified as Article 28A §8.

The ABLE Commission's General Counsel and Executive Director have determined that, for the purposes of Article 28A §8, public trusts will not be considered political subdivisions of the State. Public trusts with municipalities as a beneficiary are expressly considered political subdivisions of the State for the purposes of the Tort Claims Act, but are not for other purposes. For examples, Article 10 §26 of the Oklahoma Constitution, the constitutional limitations on indebtedness beyond the fiscal year, is not applied to public trusts. In fact, the creation of public trusts by municipalities was to allow more flexibility in financing and expressly to get around this constitutional limitation.

Various municipal golf courses are applying for wine and beer licenses through their municipality's public trust. This resolution authorizes the Enid Municipal Authority to apply and obtain a license for the Meadowlake Golf Course.

RECOMMENDATION:

Approve resolution.

PRESENTER:

Carol Lahman, City Attorney

Attachments

Resolution

RESOLUTION

RESOLUTION AUTHORIZING THE CHAIRMAN OF THE BOARD OF TRUSTEES OF THE ENID MUNICIPAL AUTHORITY TO MAKE AN APPLICATION FOR AN ABLE LICENSEE FOR MEADOWLAKE GOLF COURSE TO ALLOW THE SALE OF WINE AND BEER

WHEREAS, Meadowlake Golf Course has offered low point beer to golf patrons for years and has the appropriate licenses from the Oklahoma Tax Commission to sell low point beer;

WHEREAS, the new liquor laws that go into effect October 1, 2018, classify all beer as alcoholic beverages under Title 37A of the Oklahoma Statutes;

WHEREAS, the new liquor laws retained the prohibition against the State of Oklahoma and to political subdivisions from engaging in the alcoholic beverage business pursuant to Article 28A §7 which excludes municipalities from selling alcoholic beverages which now includes within its definition beer;

WHEREAS, the ABLE Commission has determined that for purposes of Article 28A §8, public trusts with municipal beneficiaries are not considered political subdivisions of the state;

NOW THEREFORE BE IT RESOLVED, by the Board of Trustees of the Enid Municipal Authority that it authorizes the Chairman of the Board of Trustees, the Manager and all staff to take all actions necessary to apply and obtain the appropriate license from ABLE to allow the sale and consumption of beer and wine at the Meadowlake Golf Course.

APPROVED AND EXECUTED this 6th day of September, 2018.

William E. Shewey, Chairman

(SEAL)

ATTEST:

Alissa Lack, Secretary

Approved as to Form and Legality:

Carol Lahman, Trust Attorney

Meeting Date: 09/06/2018

Submitted By: Cary Huffhines, Executive Assistant

SUBJECT:

CONSIDER AND TAKE ACTION WITH RESPECT TO A RESOLUTION OF THE ENID MUNICIPAL AUTHORITY (THE "BORROWER") APPROVING AND AUTHORIZING A DRINKING WATER STATE REVOLVING FUND (SRF) LOAN FROM THE OKLAHOMA WATER RESOURCES BOARD IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF \$20,000,000.00; APPROVING THE ISSUANCE OF ITS DRINKING WATER SRF PROMISSORY NOTE IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF \$20,000,000.00, SECURED BY A PLEDGE OF REVENUES AND AUTHORIZING ITS EXECUTION; APPROVING AND AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT FOR DRINKING WATER SRF LOAN; DESIGNATING A LOCAL TRUSTEE AND APPROVING AND AUTHORIZING THE EXECUTION OF A TRUST AGREEMENT; APPROVING AND AUTHORIZING THE EXECUTION OF A SECURITY AGREEMENT; RATIFYING AND CONFIRMING A LEASE AGREEMENT; RATIFYING AND CONFIRMING SALES TAX AGREEMENT PERTAINING TO A YEAR-TO-YEAR PLEDGE OF CERTAIN SALES TAX REVENUE OF THE CITY OF ENID, OKLAHOMA (THE "CITY"); APPROVING VARIOUS COVENANTS; APPROVING AND AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES AGREEMENTS AND PAYMENT OF FEES AND EXPENSES; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

BACKGROUND:

This resolution is a companion item to 7.1. It authorizes the Enid Municipal Authority to complete all necessary actions to accept and execute all loan documents from the Oklahoma Water Resources Board and authorize a series 2018A Drinking Water SRF Promissory Note to provide part of financing of the Kaw Lake Water Project.

RECOMMENDATION:

Approve resolution.

PRESENTER:

Allan Brooks, Public Finance Law Group

Attachments

Resolution
Engagement letter
2018A
2018B
MFSOK Agreement

THE TRUSTEES OF THE ENID MUNICIPAL AUTHORITY, GARFIELD COUNTY, OKLAHOMA, MET IN REGULAR SESSION ON THE 6TH DAY OF SEPTEMBER, 2018, AT 6:30 P.M.

PRESENT:

ABSENT:

Thereupon, the Chairman introduced a Resolution which was read by the Secretary. Trustee _____ moved that the Resolution be adopted and Trustee _____ seconded the motion. The motion carrying with it the adoption of the Resolution prevailed by the following vote:

AYE:

NAY:

The Resolution as adopted is as follows:

RESOLUTION

A RESOLUTION OF THE ENID MUNICIPAL AUTHORITY (THE "BORROWER") APPROVING AND AUTHORIZING A DRINKING WATER SRF LOAN FROM THE OKLAHOMA WATER RESOURCES BOARD IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF \$20,000,000.00; APPROVING THE ISSUANCE OF ITS DRINKING WATER SRF PROMISSORY NOTE IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF \$20,000,000.00, SECURED BY A PLEDGE OF REVENUES AND AUTHORIZING ITS EXECUTION; APPROVING AND AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT FOR DRINKING WATER SRF LOAN; DESIGNATING A LOCAL TRUSTEE AND APPROVING AND AUTHORIZING THE EXECUTION OF A TRUST AGREEMENT; APPROVING AND AUTHORIZING THE EXECUTION OF A SECURITY AGREEMENT; RATIFYING AND CONFIRMING A LEASE AGREEMENT; RATIFYING AND CONFIRMING SALES TAX AGREEMENT PERTAINING TO A YEAR-TO-YEAR PLEDGE OF CERTAIN SALES TAX REVENUE OF THE CITY OF ENID, OKLAHOMA (THE "CITY"); APPROVING VARIOUS COVENANTS; APPROVING AND AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES AGREEMENTS AND PAYMENT OF FEES AND EXPENSES; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the Enid Municipal Authority, Garfield County, Oklahoma (the "Borrower"), was organized under Title 60, Oklahoma Statutes 2011, Sections 176-180.4, as amended, for the purpose of furthering the public functions of The City of Enid, Oklahoma (the "City"); and

WHEREAS, the Borrower is authorized and has determined to finance the costs of certain water system improvements including but not limited to paying for engineering, design and program management costs associated with the Kaw Lake Water Project, along with related costs (collectively, the "Project") in order to better serve the customers of said Borrower and in payment of part of the cost thereof, to seek money in the form of a Drinking Water SRF Loan from the Oklahoma Water Resources Board (the "Board") in the amount of \$20,000,000.00; and

WHEREAS, the Borrower has heretofore issued its (i) Series 1998A Clean Water SRF Promissory Note to Oklahoma Water Resources Board dated September 14, 1998, issued in the original principal amount of \$1,906,000.00 (the "1998A Note"); (ii) Series 2000A Clean Water SRF Promissory Note to Oklahoma Water Resources Board dated December 20, 2000, issued in the original principal amount of \$1,184,041.58 (the "2000A Note"); (iii) Series 2002A Clean Water SRF Promissory Note to Oklahoma Water Resources Board dated August 14, 2002, issued in the original principal amount of \$1,080,000 (the "2002A Note"); (iv) Series 2009 Drinking Water SRF Promissory Note to Oklahoma Water Resources Board dated November 20, 2009, issued in the original principal amount of \$8,345,000.00 (the "2009 Note"); (v) Series 2010 Clean Water SRF Promissory Note to Oklahoma Water Resources Board dated May 25, 2010, issued in the original principal amount of \$39,900,000 (the "2010 Note"); (vi) Series 2012B Drinking Water SRF Promissory Note to Oklahoma Water Resources Board dated June 20, 2012, issued in the original principal amount of \$5,435,000 (the "2012B Note"); (vii) Utility System and Sales Tax Revenue Note, Series 2015 dated June 30, 2015, issued in the original principal amount of \$5,615,000.00 (the "2015 Note"); and (viii) Series 2016 Promissory Note to Oklahoma Water Resources Board dated December 21, 2016, issued in the original principal amount of \$13,985,000 (the "2016 Note", and collectively with the 1998A Note, the 2000A Note, the 2002A Note, the 2009 Note, the 2010 Note, the 2012B Note, and the 2015 Note, referred to as the "Existing Indebtedness"); and

WHEREAS, the Board has under consideration a loan application of the Borrower and the Borrower has determined to borrow money from the Board for the purpose of financing the Project and to evidence such loan by the issuance of the Borrower's Series 2018A Drinking Water SRF Promissory Note to Oklahoma Water Resources Board in the original principal amount of \$20,000,000.00 (the "2018A Note"), said 2018A Note being secured by a lien on the revenues derived from the water, sewer, and solid waste collection disposal systems of the Borrower (collectively, the "System") and a year-to-year pledge of the proceeds of an aggregate total of two percent (2.0%) sales tax (the "Sales Tax Revenue"); provided, said pledge and lien shall be on a parity in all respects with the Borrower's Existing Indebtedness; and

WHEREAS, contemporaneously with the issuance of the 2018A Note, the Borrower contemplates the issuance of its Series 2018B Promissory Note to Oklahoma Water Resources Board in the aggregate principal amount of not to exceed \$46,500,000 (the "2018B Note"), said 2018B Note also being secured by a lien on the revenues derived from the System and a year-to-year pledge of the Sales Tax Revenue, said pledge and lien to also be on a parity in all respects with the Borrower's Existing Indebtedness; and

WHEREAS, it is the desire of the Borrower to authorize the execution and delivery of any and all documents necessary or attendant to the issuance of the 2018A Note.

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

Section 1. Issuance of 2018A Note. The Borrower is hereby authorized to accept said loan and issue its 2018A Note payable to the Board and secured by a pledge of revenue derived from the operation of the System and the Sales Tax Revenue. The officers of the Borrower are hereby authorized and directed to execute said 2018A Note and to do any and all lawful things to effect said loan and secure said loan from the Board, provided that the principal amount of the 2018A Note shall be \$20,000,000.00, and the rate of interest on the 2018A Note shall be a fixed rate of interest of two and ninety-nine hundredths percent (2.99%) per annum inclusive of administrative fees of one half of one percent (1/2%).

Section 2. Execution of Loan Agreement for Drinking Water SRF Loan. The Loan Agreement for Drinking Water SRF Loan by and between the Borrower and the Board (the "Loan Agreement") is hereby approved and the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Borrower are hereby authorized to execute same for and on behalf of the Borrower, and to do all other lawful things to carry out the terms and conditions of said Loan Agreement.

Section 3. Designation of Local Trustee and Execution of Trust Agreement. The Borrower hereby designates BOKF, NA, Oklahoma City, Oklahoma, to serve as local trustee (the "Local Trustee") of certain funds in relation to the 2018A Note. The Trust Agreement by and between the Borrower and the Local Trustee, pertaining to the 2018A Note (the "Trust Agreement") is hereby approved and the Chairman or Vice Chairman and Secretary or Assistant Secretary are hereby authorized to execute same for and on behalf of the Borrower, and to do all other lawful things to carry out the terms and conditions of said Trust Agreement.

Section 4. Execution of Security Agreement. The Security Agreement by the Borrower in favor of the Board (the "Security Agreement"), whereby the Borrower gives a lien on the revenues of the System and the Sales Tax Revenues to the Board to secure payment of the 2018A Note is hereby approved and the Chairman or Vice Chairman and Secretary or Assistant Secretary are hereby authorized to execute same for and on behalf of the Borrower, and do all other lawful things to carry out the terms and conditions of said Security Agreement.

Section 5. Sales Tax Agreement. The Sales Tax Agreement dated as of December 1, 2016, by and between the City and the Borrower (the "Sales Tax Agreement"), which Sales Tax Agreement pertains to a year-to-year pledge of certain Sales Tax revenue as security for the 2018A Note, is hereby ratified and confirmed.

Section 6. Lease Agreement and Operation and Maintenance Contract. The Lease Agreement and Operation and Maintenance Contract dated as of September 1, 1976, as amended by an Amendment to Lease Agreement and Operation and Maintenance Contract dated as of April 1, 1978, and as further amended by the 1992 Amendment to Lease Agreement and Operation and Maintenance Contract dated as of July 1, 1992, all by and between the City and the Borrower (collectively, the "Lease Agreement"), whereby the City leased its water, sanitary sewer, and solid waste collection

disposal systems to the Borrower and whereby the City agrees to operate and maintain said systems, is hereby ratified and confirmed and the term of said Lease Agreement shall extend until the 2018A Note is paid.

Section 7. Covenants of Borrower. Until payment in full of the 2018A Note and performance of all obligations owing to the Board under the Loan Agreement and the instruments executed pursuant hereto, unless the Board shall otherwise consent in writing, the Borrower hereby represents its intent to abide by and carry out the covenants contained in the Security Agreement and the Loan Agreement, which covenants are incorporated herein in their entirety.

Section 8. Professional Services Agreements; Fees and Expenses. The Chairman or Vice Chairman and Secretary or Assistant Secretary of the Borrower are hereby authorized on behalf of the Borrower to execute professional services agreements with The Public Finance Law Group PLLC, as Bond Counsel, and Municipal Finance Services, Inc., as Financial Advisor. Upon closing of the referenced loan, the officers of the Borrower are hereby authorized to disburse (from loan proceeds or other available funds of the Borrower) certain fees and expenses to be established pursuant to a Closing Order to be executed by the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Borrower.

Section 9. Necessary Action. The Chairman or Vice Chairman and Secretary or Assistant Secretary of the Borrower are hereby further authorized on behalf of the Borrower to approve the disbursement of the proceeds of the 2018A Note and other funds of the Borrower in connection with the issuance of the 2018A Note and the accomplishment of the transaction contemplated herein, and further, to accept, receive, execute, attest, seal and deliver the above mentioned documents and all additional documentation, certifications and instruments and to take such further actions as may be required in connection with the transaction contemplated hereby, and are further authorized to approve and make any changes to the documents approved by this Resolution, for and on behalf of the Borrower, the execution and delivery of such documents being conclusive as to the approval of any terms contained therein.

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APPROVED AND ADOPTED THIS 6TH DAY OF SEPTEMBER, 2018.

ENID MUNICIPAL AUTHORITY

(SEAL)

ATTEST:

Chairman

Secretary

STATE OF OKLAHOMA)
)SS
COUNTY OF GARFIELD)

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

GIVEN UNDER MY HAND THIS 6TH DAY OF SEPTEMBER, 2018.

(SEAL)

Secretary



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

AGREEMENT FOR BOND COUNSEL SERVICES

ENID MUNICIPAL AUTHORITY, KAW LAKE WATER SYSTEM IMPROVEMENTS FINANCINGS

THIS AGREEMENT is entered into as of September 6, 2018, by and between THE PUBLIC FINANCE LAW GROUP PLLC (“PFLG”) and the ENID MUNICIPAL AUTHORITY (the “Issuer”), an Oklahoma public trust with The City of Enid, Oklahoma (the “City”) as its beneficiary, as follows:

RECITALS

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

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

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

WHEREAS, PFLG and the Issuer have heretofore entered into an Agreement for Bond Counsel Services dated October 4, 2016 in connection with the issuance of FAP Notes related to the financing of the Project; and

WHEREAS, PFLG and the Issuer desire to enter into this Agreement for Bond Counsel Services in connection with the issuance of Notes through the DWSRF loan program related to the financing of the Project; and

WHEREAS, the Issuer initially contemplates the issuance of the Issuer’s Series 2018A Drinking Water SRF Promissory Note to Oklahoma Water Resources Board in the original principal

amount of \$20,000,000 (the "2018A DWSRF Note"), which Note is contemplated to be issued in September of 2018; and

WHEREAS, the Issuer also contemplates the issuance of the Issuer's Series 2018B Promissory Note to Oklahoma Water Resources Board in the original principal amount of not to exceed \$46,500,000 (the "2018B FAP Note"), which Note is contemplated to be issued in September of 2018; and

WHEREAS, the Issuer contemplates issuing approximately \$200,000,000 of additional DWSRF Notes, in one or more series, subsequent to the issuance of the 2018A DWSRF Note; and

WHEREAS, the Issuer contemplates issuing approximately \$51,000,000 of additional FAP Notes, in one or more series, subsequent to the issuance of the 2018B FAP Note; and

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

AGREEMENTS

1. Scope of Services.

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

- (1) Consultation with representatives of the Issuer and the City, including the manager of the Issuer/City, City Attorney, Issuer's Counsel, Finance Director, financing and accounting staff, financial advisors, and others, with respect to the timing, terms and legal structure of the proposed financings.
- (2) Preparation of loan, security and other authorizing documents (the "Financing Documents").
- (3) Review of documentation with respect to any letter of credit, bond insurance and/or reserve fund surety policy provided in connection with the Notes, if any.
- (4) Attendance at such meetings or hearings of the Issuer and the City and working group meetings or conference calls as the Issuer may request, and assistance to the Issuer staff in preparation of such explanations or presentations to the governing body of the Issuer and the City as they may request.
- (5) Preparation of final closing papers to be executed by the Issuer required to effect delivery of the Notes and coordination of the Note closings.
- (6) Rendering of bond counsel's customary final legal opinion on the validity of the securities and, with respect to tax-exempt securities, the exemption from gross income for federal income tax purposes and from Oklahoma personal income tax of interest thereon.

PFLG and Issuer acknowledge that Issuer shall be represented by Carol Lahman, Esq. (“Issuer’s Counsel”) for the purpose of rendering day-to-day and ongoing general counsel legal services. PFLG shall circulate documents to and coordinate its services with Issuer’s Counsel to the extent requested by Issuer or Issuer’s Counsel.

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

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

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

2. Compensation and Reimbursements.

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

- i. In connection with the issuance of the 2018A DWSRF Note, PFLG shall be paid a fixed fee at the time of issuance of the Note of one-half of one percent (0.50%) of the original principal amount of the Note.
- ii. For all subsequent DWSRF Notes issued in connection with the Project, PFLG shall be paid a fixed fee at the time of issuance of each Note of three-eighths of one percent (0.375%) of the original principal amount of each Note, subject to the cap and floor established per subparagraph (A) (iii) below.
- iii. In connection with the issuance of FAP Notes and DWSRF Notes related to the Project and issued subsequent to the issuance of the 2018A DWSRF Note and the 2018B FAP Note, PFLG shall be paid legal fees aggregating no more or less than \$700,000 as it relates to said subsequent financings. Said fee amount will not increase or decrease to the extent the cost of the Project exceeds or is less than the currently estimated \$315,000,000. This Agreement for Bond Counsel Services relates only to the issuance of DWSRF Notes and to the extent it is determined that the Issuer will seek funding for the Project through sources other than the DWSRF Program or the FAP Program, this Agreement for Bond Counsel Services does not cover funding through other sources.

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

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

D. *Termination of Agreement and Legal Services.* This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause. In that event, all finished and unfinished documents prepared for adoption or execution by Issuer, shall, at the option of Issuer, become its property and shall be delivered to it or to any party it may designate; provided that PFLG shall have no liability whatsoever for any subsequent use of such documents. In the event of termination by Issuer, PFLG shall be paid for all satisfactory work, unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination. If not sooner terminated as aforesaid, this Agreement and all legal services to be rendered under it shall terminate upon issuance of the Notes; provided that Issuer shall remain liable for any unpaid compensation or reimbursement due under Section 2 hereof. Upon termination, PFLG shall have no future duty of any kind to or with respect to the Notes or the Issuer.

3. Nature of Engagement; Relationships With Other Parties.

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

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

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

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

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

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

5. Counterparts.

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

6. Notices.

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

PFLG:

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

ISSUER:

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

[Remainder of Page Left Blank Intentionally]

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

THE PUBLIC FINANCE LAW GROUP PLLC

By: _____
Allan A. Brooks, III

ENID MUNICIPAL AUTHORITY

By: _____
Title: Chairman
Date: September 6, 2018



THE
PUBLIC FINANCE
LAW GROUP PLLC

ATTORNEYS AND COUNSELORS AT LAW

t 405.235.3413 • f 405.235.2807

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

FEDERAL ID 56-2635360

Enid Municipal Authority
P. O. Box 1768
Enid, OK 73702-1768

9/10/2018

Invoice # 1512

**\$20,000,000 Enid Municipal Authority
Series 2018A Drinking Water SRF
Promissory Note to Oklahoma Water
Resources Board**

Legal fees in connection with the issuance of \$20,000,000 Enid Municipal Authority Series 2018A
Drinking Water SRF Promissory Note to Oklahoma Water Resources Board 100,000.00

Total Reimbursable Expenses 2,500.00

Total Due This Statement:

\$102,500.00

Wiring Instructions:

Bank of Oklahoma N.A.

499 W. Sheridan Ave

Oklahoma City, OK 73102

Payable to: The Public Finance Law Group PLLC

Account No. 805481885

Routing No. 103900036



THE
PUBLIC FINANCE
LAW GROUP PLLC

ATTORNEYS AND COUNSELORS AT LAW

t 405.235.3413 • f 405.235.2807

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

FEDERAL ID 56-2635360

Enid Municipal Authority
P. O. Box 1768
Enid, OK 73702-1768

9/20/2018

Invoice # 1513

\$42,960,000 Enid Municipal Authority
Series 2018B Promissory Note to
Oklahoma Water Resources Board

Legal fees in connection with the issuance of \$42,960,000 Enid Municipal Authority Series 2018B Promissory Note to Oklahoma Water Resources Board 200,000.00

Total Reimbursable Expenses 2,500.00

Total Due This Statement: \$202,500.00

Wiring Instructions:
Bank of Oklahoma N.A.
499 W. Sheridan Ave
Oklahoma City, OK 73102
Payable to: The Public Finance Law Group PLLC
Account No. 805481885
Routing No. 103900036

August 31, 2018

FINANCIAL ADVISOR SERVICES AGREEMENT

ENID MUNICIPAL AUTHORITY DWSRF PROMISSORY NOTES TO OKLAHOMA WATER RESOURCES BOARD

THIS AGREEMENT is entered into as of SEPTEMBER 6, 2018, by and among MUNICIPAL FINANCE SERVICES, INC. (“MFSOK”) and the ENID MUNICIPAL AUTHORITY (the “Authority”), a public trust with the City of Enid, Oklahoma (the “City”) as beneficiary.

RECITALS

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

WHEREAS, MFSOK and the Issuer have heretofore entered into an Agreement for financial advisor services dated October 4, 2016 in connection with the issuance of FAP Notes related to the financing of the Water Project.

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

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

AGREEMENTS

I. Scope of Services.

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

- A. Preparation of a preliminary financing plan identifying a tentative time schedule, proposed project costs, required revenue sources and security features and estimated debt service requirements under various repayment terms and conditions; and
- B. Assess the Authority's existing obligations and covenants to ensure the proposed financing conforms with any existing revenue pledges and agreements securing such obligations; and
- C. Recommendations on any utility rate adjustments, if required, to ensure adequate revenues are available to meet existing and future debt service payments and operational costs of the Authority; and
- D. Preparation of all applicable loan applications and supporting documentation for submittal to the Oklahoma Water Resources Board in a form consistent with applicable rules and regulations; and
- E. Coordination with Authority staff, local counsel, and bond counsel to facilitate the application submittal and review process; and
- F. Respond to any questions or additional information requests of the OWRB during the loan application review, including attending meetings as necessary; and
- G. Represent the Authority at the OWRB meeting at which the Board considers approval of the Authority's loan applications; and
- H. Prepare any updated information required by the OWRB prior to closing the loans; and
- I. Review documents to assure conformity with the financial documents and materials related to the loans; and
- J. Prepare a summary of the final loan transactions and present said summary to the Trustees of the Authority at an appropriate meeting; and
- K. Coordinate the loan closings with other parties.

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

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

II. Compensation and Reimbursements

- A. Compensation for Financial Advisor Services. For services as financial advisor to the Authority, MFSOK shall be paid at the time of issuance a fee based on the principal amount of each DWSRF Note, calculated as follows:
- MFSOK shall be paid a fixed fee at the time of issuance of the 2018A DWSRF Note of one-half of one percent (0.50%) of the original principal amount of the DWSRF Note issued pursuant to the Water Project.
 - For all subsequent DWSRF Notes issued in connection with the Water Project, MFSOK shall be paid a fixed fee at the time of issuance of each Note of three-eighths of one percent (0.375%) of the original principal amount of each Note, subject to the cap and floor established below.
 - In connection with the issuance of FAP Notes and DWSRF Notes related to the Water Project and issued subsequent to the issuance of the 2018A DWSRF Note and the 2018B FAP Note, MFSOK shall be paid financial advisor fees aggregating no more or less than \$700,000 as it relates to said subsequent financings. Said fee amount will not increase or decrease to the extent the cost of the Water Project exceeds or is less than the currently estimated \$315,000,000. This agreement for financial advisor services relates only to the issuance of DWSRF Notes and to the extent it is determined that the Issuer will seek funding for the Water Project through sources other than the DWSRF Program or the FAP Program, this Agreement for financial advisor services does not cover funding through other sources.
- B. Expenses. For each note, MFSOK shall be paid a fixed fee in the amount of \$2,500 for expenses.
- C. Payment and Contingency. Fees and expenses shall be payable by Authority at the time of issuance of the Notes. Payment for all fees and expenses hereunder shall be made at closing from proceeds of each Note or from other available funds of the Authority and shall be contingent upon issuance of each Note.

III. Term and Termination

- A. Term of Agreement. Unless otherwise terminated as provided herein, this Agreement shall be in force and effect through June 30, 2019, but shall automatically be extended for subsequent years, if necessary, unless terminated as provided herein.
- B. Termination of Agreement and Services. This Agreement and all financial advisor services to be rendered hereunder may be terminated at any time by written notice from either party, with or without cause. In that event, all finished and unfinished documents prepared for the Authority, shall, at the option of Authority, become its property and shall be delivered to it or any party it may designate, provided that MFSOK shall have no liability whatsoever for any subsequent use of such documents.

IV. Successors and Assigns

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

V. Municipal Advisor Registration and Acknowledgement

Pursuant to Municipal Securities Rulemaking Board Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following:

Municipal Finance Services, Inc. is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission (“SEC”) and the Municipal Securities Rulemaking Board (“MSRB”).

Within the Municipal Securities Rulemaking Board (“MSRB”) website at www.msrb.org, the Issuer may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

Authority further acknowledges receipt of MFSOK’s Form ADV Part 2A Brochure and 2B Brochure Supplements as required by the SEC and Oklahoma Department of Securities prior to entering into this Agreement.

VI. Conflict of Interest Statement

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

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

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

VII. Legal Events and Disciplinary History

A regulatory disclosure action has been made on MFSOK's Form MA and on Form MA-I for two of MFSOK's municipal advisory personnel relating to a 2017 U.S. Securities and Exchange Commission ("SEC") order. The details of which are available in Item 9; C (2), C (4), C (5) and the corresponding regulatory action DRP section on Form MA and Item 6: C (2), C (4), C (5), C (6) and the corresponding regulatory action DRP section on Form MA-I for both Rick A. Smith and Jon Wolff. In addition, the Oklahoma Department of Securities adopted the above proceedings which are identified in Item 9; D (2), D (4) and the corresponding regulatory action DRP section on Form MA.

The Issuer may electronically access MFSOK's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:

www.sec.gov/edgar/searchedgar/companysearch.html.

There has been no change to any legal or disciplinary event that has been disclosed on MFSOK's SEC registration for MA filings since December 18, 2017.

VIII. Fiduciary Duty

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

Duty of Care:

- A. exercise due care in performing its municipal advisory activities;
- B. possess the degree of knowledge and expertise needed to provide the Authority with informed advice;
- C. make a reasonable inquiry as to the facts that are relevant to the Authority's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the Authority; and
- D. undertake a reasonable investigation to determine that MFSOK is not forming any recommendation on materially inaccurate or incomplete information; MFSOK must have a reasonable basis for:
 - a. any advice provided to or on behalf of the Authority;
 - b. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the Authority, any other party involved in the municipal securities transaction or municipal financial product, or investors in the Authority securities; and
 - c. any information provided to the Authority or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty:

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

IX. Recommendations

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

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

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

X. Record Retention

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

Notices

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

MFSOK:

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

AUTHORITY:

Enid Municipal Authority
Attn: City Manager
P.O. Box 1768
Enid, OK 73702-1768

Acceptance

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

Authority and MFSOK have executed this Agreement by the duly authorized representatives which was approved on September 6, 2018 at a meeting duly called and held in full compliance with the Oklahoma Open Meeting Act.

MUNICIPAL FINANCE SERVICES, INC.

By: _____
Jon Wolff, Vice-President

ENID MUNICIPAL AUTHORITY

By: _____
Chairman

City Commission Meeting

11.3.

Meeting Date: 09/06/2018

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$479,433.98.

City Commission Meeting

14.1.

Meeting Date: 09/06/2018

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$4,000.00.

City Commission Meeting

17.1.

Meeting Date: 09/06/2018

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$9,390.29.
