



City of Enid  
401 W. Owen K. Garriott  
P.O. Box 1768  
Enid, Oklahoma 73702  
580-234-0400

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BOARD OF COMMISSIONERS

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**NOTICE OF REGULAR MEETING**

Mayor and Board of Commissioners of the City of Enid, Oklahoma, the Trustees of the Enid Municipal Authority, a Public Trust, and the Trustees of the Enid Economic Development 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, and the Trustees of the Enid Economic Development Authority, a Public Trust, will meet in regular session at 6:30 p.m. on the 15th day of July, 2014, 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 SPECIAL MEETING OF JULY 1, 2014.
5. AWARDS, PRESENTATIONS, AND ORGANIZATIONAL BUSINESS.
  - 5.1 PRESENT PET AVAILABLE FOR ADOPTION AT THE CITY ANIMAL SHELTER.
6. HEARINGS.

6.1 NONE.

7. COMMUNITY DEVELOPMENT.

7.1 NONE.

8. ADMINISTRATION.

8.1 CONSIDER RENEWAL OF AUDITING PROFESSIONAL SERVICES WITH COLE & REED, P.C., EDMOND, OKLAHOMA, TO CONDUCT THE 2013-2014 AUDIT AND COMPLETE THE INDEPENDENT AUDITOR'S REPORT ON THE FINANCIAL STATEMENTS OF THE CITY OF ENID, OKLAHOMA, AND ITS RELATED AUTHORITIES; COMPLETE THE A-133 FEDERAL GRANT AUDIT; LANDFILL DEPARTMENT OF ENVIRONMENTAL QUALITY AGREED-UPON PROCEDURES; STATE AUDITOR AND INSPECTOR FORM 2643 REPORT; ENID PUBLIC TRANSPORTATION AUTHORITY VEHICLE REVENUE MILEAGE; AND THE ENID EVENT CENTER AND CONVENTION HALL AUDIT NO LATER THAN DECEMBER 31, 2014.

**BACKGROUND:** This is a companion to items 12.1 and 15.1. The City solicited proposals for auditing professional services in 2012-2013 and selected the firm Cole & Reed, P.C. to complete the 2012-2013 audit and independent auditor's report on the financial statements of the City and its related Authorities. The City has the option to renew with Cole & Reed, P.C. for four additional years. Cole & Reed P.C. has proposed a total audit fee of \$83,500.00 plus expenses.

**BUDGETED ITEM:** Yes.

**FUNDING SOURCE:** General Fund.

**ATTACHMENTS:** Cole & Reed, P.C. audit engagement letters.

**RECOMMENDATION:** Approve renewal of auditing professional services with Cole & Reed, P.C. in the amount of \$83,500.00.

**PRESENTER:** Jerald Gilbert, Chief Financial Officer.

8.2 CONSIDER AUTHORIZING THE MAYOR TO SIGN NON-FEDERAL REIMBURSABLE AGREEMENT NUMBER AJW-FN-CSA-14-2141 BETWEEN THE FEDERAL AVIATION ADMINISTRATION AND CITY OF ENID TO SUPPORT THE RELOCATION AND/OR REPLACEMENT OF FAA EQUIPMENT IN CONJUNCTION WITH THE RUNWAY 17/35 EXTENSION AT WOODRING REGIONAL AIRPORT.

**BACKGROUND:** As a result of extending Runway 17/35 at Woodring Regional Airport to the south, certain navigational equipment i.e., glideslope, localizer, PAPIs and approach lights, must be re-located or replaced. This Reimbursable Agreement between the City of Enid and the FAA will facilitate that action. FAA requires engineering review of plans and specifications, on site resident engineering construction support, FAA electronics equipment relocation/installation/testing and flight inspections of the FAA impact systems. FAA's total estimated fee for these services is \$921,548.67.

**BUDGETED ITEM:** Yes.

**FUNDING SOURCE:** Airport Fund.

**ATTACHMENTS:** None. Non-Federal Reimbursable Agreement number AJW-FN-CSA-14-2141 on file in City Clerk's office.

**RECOMMENDATION:** Authorize the Mayor to sign Non-Federal Reimbursable Agreement Number AJW-FN-CSA-14-2141.

**PRESENTER:** Dan Ohnesorge, Airport Director.

**8.3 CONSIDER ACCEPTING PROJECT WITH WYNN CONSTRUCTION CO., INC., OKLAHOMA CITY, OKLAHOMA, FOR THE CONSTRUCTION OF THE WATER RECLAMATION FACILITY, PROJECT NO. S-0703E, CLEAN WATER REVOLVING FUND NO. ORF-09-0019-CW.**

**BACKGROUND:** This project constructed a new Water Reclamation Facility (WRF), located at 1215 South 42nd Street, south of the existing Water Pollution Control Plant.

The original project cost was \$33,478,000.00. Seven Change Orders were issued in the amount of \$1,047,789.08 for a final contract amount of \$34,525,789.08.

The 12 MGD capacity of the plant can accommodate significant future growth for the City of Enid. The discharge water quality remains well below permit limits and the vertical treatment process allows for expansion of future discharge requirements.

The project acceptance has suffered delays but have been addressed by minor modifications to the HVAC system and improvements in plant operations and maintenance. The critical construction and warranty items have been addressed by Wynn Construction. The operating issues have been addressed by The Stover Group, and deemed acceptable for contract closure.

There is a three year maintenance bond on this project.

**BUDGETED ITEM:** Not applicable.

**FUNDING SOURCE:** Sanitary Sewer Fund with ability for reimbursement of the Oklahoma Water Resource Board loan funds.

**ATTACHMENTS:** None.

**RECOMMENDATION:** Accept the Water Reclamation Facility Construction Project.

**PRESENTER:** Christopher Gdanski, Director of Engineering.

9. CONSENT.

9.1 AWARD AND EXECUTE AN AGREEMENT WITH GUERNSEY, OKLAHOMA CITY, OKLAHOMA TO PREPARE A COMPREHENSIVE PLAN AND TRANSPORTATION PLAN, PROJECT NO. G-1501A.

**BACKGROUND:** At a City Commission special meeting on April 3, 2014, the Commissioners interviewed three consultants: Guernsey, MIG and RDG Planning/Design, for the preparation of a comprehensive plan and transportation plan. On April 15, 2014 Guernsey was selected to prepare both plans.

This strategy will identify issues, opportunities and needs as well as organize public policy to address them in a manner that makes the best and most appropriate use of City resources while identifying a desired future for the community which establishes goals to move toward that future.

The amount of the agreement is \$395,785.00.

**BUDGETED ITEM:** Yes.

**FUNDING SOURCE:** General Fund, Community Development.

**ATTACHMENTS:** Agreement.

**RECOMMENDATION:** Award and execute the agreement.

**PRESENTER:** Chris Bauer, Planning Administrator.

9.2 APPROVE CHANGE ORDER NO. 5 WITH LUCKINBILL, INC., ENID, OKLAHOMA, AND ACCEPT THE 2011 SANITARY SEWER POINT REPAIRS PROJECT, PROJECT NO. S-1101A.

**BACKGROUND:** This work covered 143 point repairs over the last four years, helping to eliminate high priority sanitary sewer pipe failures found through the inspection process.

The original contract of \$399,178.50 was increased by previous change orders to \$1,669,178.50, using original unit prices. Change Order No. 5 will add \$26,696.70, for a final contract amount of \$1,695,875.20.

Taking advantage of the low unit prices in the original bid has saved an estimated \$500,000.00. In addition, there has been a vast improvement in reduction of potential overflows, inflows, and infiltration to the treatment plant.

The contractor has completed all repairs, and this project is ready for acceptance. There is a three year maintenance bond on this project.

**BUDGETED ITEM:** Yes.

**FUNDING SOURCE:** Sanitary Sewer Capital Improvement Fund.

**ATTACHMENTS:** None. Change Order No. 5 is on file in the Office of the City Clerk.

**RECOMMENDATION:** Approve Change Order No. 5 and accept project.

**PRESENTER:** Jomara Ortiz, Project Engineer.

9.3 APPROVE CHANGE ORDER NO. 1, AND ACCEPT PROJECT WITH CUMMINS CONSTRUCTION COMPANY, ENID, OKLAHOMA, FOR THE CONSTRUCTION OF THE SOUTHGATE ROAD REALIGNMENT, PROJECT NO. R-1316A.

**BACKGROUND:** Realignment of Southgate Road was required to provide a sufficient clear zone for the Runway 17/35 extension to the south at the Enid Woodring Regional Airport.

Change Order No. 1 will deduct \$3,514.74 from the original contract amount of \$783,524.70, which will balance final contract quantities, with the final contract of \$780,009.96.

Final inspection has been completed, and this project is ready for acceptance. There is a three year maintenance bond on this project.

**BUDGETED ITEM:** Yes.

**FUNDING SOURCE:** ODOT grant (\$500,000.00) and Airport Fund.

**ATTACHMENTS:** None. Change Order No. 1 is on file in the office of the City Clerk.

**RECOMMENDATION:** Approve Change Order No. 1 and accept project.

**PRESENTER:** Dan Ohnesorge, Airport Director

9.4 **ACCEPT A DRAINAGE EASEMENT AND A PUBLIC ACCESS EASEMENT FROM BARBARA MALY OF ENID OKLAHOMA.**

**BACKGROUND:** This item accepts a drainage easement for construction of the Oakwood Regional Stormwater Detention Facility and a public access easement for the construction and maintenance of the Enid Trail System.

The drainage easement covers 18.585 acres west of Oakwood Road and one-half miles south of Owen K. Garriott Road. This easement provides the needed area for the Oakwood Regional Stormwater Detention Facility.

The public access easement contains 2.908 acres and will be adjacent to the south boundary of the stormwater detention facility. This easement provides the needed area for the trail between Oakwood and Garland and allows the public unrestricted access to the trail.

Acquisition of these two easements is based on an appraised value of \$122,500.00. This item will accept the easements and approve payment.

**BUDGETED ITEM:** Yes.

**FUNDING SOURCE:** Stormwater Fund.

**ATTACHMENTS:** None. Easements are on file in the Office of the City Clerk.

**RECOMMENDATION:** Accept easements and approve payment.

**PRESENTER:** Robert Hitt, P.E., City Engineer.

9.5 ACCEPT THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) CONSTRUCTION PERMIT FOR THE WATERLINE EXTENSION TO SERVE WORLD HARVEST CHURCH, PROJECT NO. W-0711A.

**BACKGROUND:** ODEQ approved a permit to construct 1,000 linear feet of 16-inch PVC waterline and 60 linear feet of 8-inch PVC waterline to serve World Harvest Church, located on Garland Road in the Southwest Quarter, Section 15, Township 22 North, Range 7 West, Garfield County, Oklahoma.

These improvements will be constructed by the developer and when completed the project will be accepted by the City.

Upon acceptance of Permit No. WL000024140397 by the Commission, it will be recorded as permanent record.

**BUDGETED ITEM:** Not applicable.

**FUNDING SOURCE:** Not applicable.

**ATTACHMENTS:** None. Permit is on file in the Office of the City Clerk.

**RECOMMENDATION:** Accept ODEQ Permit.

**PRESENTER:** Christopher Gdanski, Director of Engineering Services.

9.6 ACCEPT A 10-FOOT WIDE PUBLIC UTILITY EASEMENT FROM BOBSFARM, INC., AN OKLAHOMA CORPORATION, FOR DEVELOPMENT AT MILL RUN AND LOWES ROAD.

**BACKGROUND:** This item accepts a public utility easement for the developer to extend utilities to serve the undeveloped property located east of Lowes Home Improvement Store. The developer anticipates a hotel to be constructed on this property.

This easement is necessary for the re-plat of a part of Lot 3, Bobsfarm 8th Addition, and is provided at no cost to the City.

**BUDGETED ITEM:** Not applicable.

**FUNDING SOURCE:** Not applicable.

**ATTACHMENTS:** None. Utility Easement is on file in the Office of the City Clerk.

**RECOMMENDATION:** Accept easement.

**PRESENTER:** Christopher Gdanski, Director of Engineering Services.

- 9.7 **APPROVE CHANGE ORDER NO. 1 WITH DOWNEY CONTRACTING, LLC, OKLAHOMA CITY, OKLAHOMA, FOR THE WEST CHESTNUT DRAINAGE IMPROVEMENT PROJECT, PROJECT NO. F-1205A.**

**BACKGROUND:** This project advances the City's goal of eliminating structural flooding, specifically at W. B. Johnston Grain Company. The improvements are located on West Chestnut Avenue between Van Buren Street and Washington Street and the effort is supported by a cost sharing agreement with Burlington Northern Santa Fe Railway.

Change Order No. 1 will add the following:

- Relocating two existing 4-inch diameter lines 35-feet
- Relocating one existing 6-inch diameter line 35-feet
- Eight 90-degree D.I. bends

Change Order No. 1 will add \$18,660.00 to the existing contact for a revised total amount of \$298,315.00.

**BUDGETED ITEM:** Yes.

**FUNDING SOURCE:** Storm Water Improvement Fund.

**ATTACHMENTS:** None. Change Order No. 1 is on file in the Office of the City Clerk.

**RECOMMENDATION:** Approve Change Order No. 1 with Downey Contracting, LLC.

**PRESENTER:** Robert Hitt, P.E., City Engineer.

- 9.8 **APPROVE CHANGE ORDER NO. 1 WITH CUMMINS CONSTRUCTION COMPANY, ENID, OKLAHOMA, FOR THE 2014 STREET RESURFACING PROGRAM, PROJECT NO. R-1402A.**

**BACKGROUND:** This project provides asphalt resurfacing for the following streets: Broadway, from Railroad Ave. to 16th Street, Oxford Avenue, from Washington Street to 4th Street and Van Buren Street, from Purdue Avenue to .4 miles south.

Change Order No. 1 will add Washington Street north from Willow Road to U.S. Hwy. 81, at a cost of \$306,582.80 for a total revised contract amount of \$1,663,462.25.



**BUDGETED ITEM:** Yes.

**FUNDING SOURCE:** Street Improvement Fund.

**ATTACHMENTS:** None. Change Order No. 1 is on file in the Office of the City Clerk.

**RECOMMENDATION:** Approve Change Order No. 1

**PRESENTER:** Christopher Gdanski, Director of Engineering Services.

**9.9 CONSIDERATION AND DENIAL OF TORT CLAIM OF WILLIAM WATSON.**

**BACKGROUND:** On June 17, 2014, William Watson submitted a tort claim for property damage in the amount of \$6,969.24. The claim alleged the owner's motorcycle was damaged by the City of Enid's painting of the Maine Street Bridge while the motorcycle was parked at 213 E. Maine Street. The City Attorney investigated and determined the driver of the motorcycle in question was warned by a City employee regarding the wind and possible paint overspray. The driver disagreed with the City employee, stating the wind was at his back and the bike would be fine. The City Attorney finds no negligence on the City's part regarding this claim and recommends the City deny the tort claim.

**BUDGETED ITEM:** Not applicable.

**FUNDING SOURCE:** Not applicable.

**ATTACHMENTS:** None. Letter is on file in the Office of the City Clerk.

**RECOMMENDATION:** Deny tort claim.

**PRESENTER:** Andrea L. Chism, City Attorney.

**9.10 ACCEPTANCE OF QUIT CLAIM DEED FROM AUTRY TECH FOUNDATION, FOR LOTS 13, 14, 15 AND 16, BLOCK 6, EDWARDS ADDITION TO THE CITY OF ENID.**

**BACKGROUND:** On June 26, 2014, Autry Tech Foundation conveyed, by Quit Claim Deed, the property described as Lots 13, 14, 15 and 16,

**BACKGROUND:** On June 26, 2014, Autry Tech Foundation conveyed, by Quit Claim Deed, the property described as Lots 13, 14, 15 and 16, Block 6, Edwards Addition, located at the corner of east Hackberry Avenue and north 3rd Street. This property is in the floodplain and has natural stormwater drainage across the property, which is adjacent to and across the street from properties owned by the City of Enid.

**BUDGETED ITEM:** Not applicable.

**FUNDING SOURCE:** Not applicable.

**ATTACHMENTS:** None. Deed is on file in the Office of the City Clerk.

**RECOMMENDATION:** Accept Deed.

**PRESENTER:** Andrea L. Chism, City Attorney.

9.11 APPROVE AND EXECUTE LOCAL FUNDING PROGRAM CONTRACTS WITH BOOKER T. WASHINGTON COMMUNITY CENTER INC., MAIN STREET ENID INC., ENID METROPOLITAN AREA HUMAN SERVICE COMMISSION INC., AND ENID ARTS & SCIENCE FOUNDATION D/B/A LEONARDO'S DISCOVERY WAREHOUSE.

**BACKGROUND:** In accordance with Oklahoma Constitution Article 10, Sections 14 and 17, the Mayor and Board of Commissioners of the City of Enid found that the above local programs met and served a proper public purpose and made appropriations for the local programs in the City of Enid's Fiscal Year 2014-2015 budget. The City of Enid sets forth the terms and conditions with which the local programs shall comply in order to receive funding. Funding allocations are as follows:

Booker T. Washington - \$15,000.00  
Main Street Enid - \$75,000.00  
Metro Commission - \$7,000.00  
Leonardo's - \$25,000.00

**BUDGETED ITEM:** Yes.

**FUNDING SOURCE:** General Fund.

**ATTACHMENTS:** Contracts.

**RECOMMENDATION:** Approve and execute local program funding contracts.

**PRESENTER:** Andrea L. Chism, City Attorney.

**9.12 AWARD THE PURCHASE OF 12 POLICE VEHICLES IN THE AMOUNT OF \$401,448.00 TO STEVENS FORD, ENID, OKLAHOMA.**

**BACKGROUND:** New police vehicles were budgeted in FY 14-15 for the amount of \$414,000.00. These vehicles will replace twelve older, higher mileage vehicles in the current fleet. These vehicles will be purchased from Stevens Ford in the amount of \$401,448.00 which is below the State contract price. This will continue the fleet conversion to the all wheel drive SUV.

**BUDGETED ITEM:** Yes.

**FUNDING SOURCE:** Police Fund.

**ATTACHMENTS:** None.

**RECOMMENDATION:** Award purchase of twelve new police vehicles to Stevens Ford in the amount of \$401,448.00.

**PRESENTER:** Brian O'Rourke, Police Chief.

**9.13 ACCEPTANCE OF SPECIAL WARRANTY DEED FROM THE INDEPENDENT SCHOOL DISTRICT #57 OF GARFIELD COUNTY.**

**BACKGROUND:** On July 8, 2014, the Independent School District #57 of Garfield County (Enid Public Schools), by Special Warranty Deed, conveyed to the City of Enid, the properties on the southeast and northeast corners of East Park Avenue and South Independence Avenue. These properties are part of the planned green space for the Renaissance Project.

**BUDGETED ITEM:** Not applicable

**FUNDING SOURCE:** Not applicable

**ATTACHMENTS:** None. Deed is on file in the Office of the City Clerk.

**RECOMMENDATION:** Accept Deed.

**PRESENTER:** Andrea Chism, City Attorney.

9.14 APPROVAL OF CLAIMS IN THE AMOUNT OF 2,601,623.82.

ATTACHMENTS: List of claims.

10. RECESS TO CONVENE AS THE ENID MUNICIPAL AUTHORITY.

11. TRUSTEES OF THE ENID MUNICIPAL AUTHORITY REGULAR MEETING.

12. ENID MUNICIPAL AUTHORITY REGULAR MEETING.

12.1 CONSIDER RENEWAL OF AUDITING PROFESSIONAL SERVICES WITH COLE & REED, P.C. TO CONDUCT THE 2013-2014 AUDIT AND COMPLETE THE INDEPENDENT AUDITOR'S REPORT ON THE FINANCIAL STATEMENTS OF THE CITY OF ENID, OKLAHOMA, AND ITS RELATED AUTHORITIES; COMPLETE THE A-133 FEDERAL GRANT AUDIT; LANDFILL DEPARTMENT OF ENVIRONMENTAL QUALITY AGREED-UPON PROCEDURES; AND STATE AUDITOR AND INSPECTOR FORM 2643 REPORT NO LATER THAN DECEMBER 31, 2014.

BACKGROUND: This is a companion to items 8.1 and 15.1.

BUDGETED ITEM: Yes.

FUNDING SOURCE: Enid Municipal Authority Fund. ATTACHMENTS: Cole

& Reed, P.C. audit engagement letters. RECOMMENDATION: Approve

renewal of auditing professional services with Cole & Reed, P.C. in the amount of \$83,500.00.

PRESENTER: Jerald Gilbert, Chief Financial Officer.

12.2 APPROVAL OF CLAIMS IN THE AMOUNT OF \$101,748.79.

ATTACHMENTS: List of claims.

13. ADJOURN TO CONVENE AS THE ENID ECONOMIC DEVELOPMENT AUTHORITY.

14. TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY REGULAR MEETING.

15. ENID ECONOMIC DEVELOPMENT AUTHORITY REGULAR MEETING.

15.1 CONSIDER RENEWAL OF AUDITING PROFESSIONAL SERVICES WITH COLE & REED, P.C. TO CONDUCT THE 2013-2014 AUDIT AND COMPLETE THE INDEPENDENT AUDITOR'S REPORT ON THE FINANCIAL

STATEMENTS OF THE CITY OF ENID, OKLAHOMA, AND ITS RELATED AUTHORITIES; COMPLETE THE A-133 FEDERAL GRANT AUDIT; AND THE STATE AUDITOR AND INSPECTOR FORM 2643 REPORT NO LATER THAN DECEMBER 31, 2014.

**BACKGROUND:** This is a companion to items 8.1 and 12.1.

**BUDGETED ITEM:** Yes.

**FUNDING SOURCE:** Enid Economic Development Authority Fund.

**ATTACHMENTS:** Cole & Reed, P.C. audit engagement letters.

**RECOMMENDATION:** Approve renewal of auditing professional services with Cole & Reed, P.C. in the amount of \$83,500.00.

**PRESENTER:** Jerald Gilbert, Chief Financial Officer.

15.2 APPROVE AND EXECUTE LOCAL FUNDING PROGRAM CONTRACT WITH ENID REGIONAL DEVELOPMENT ALLIANCE.

**BACKGROUND:** In accordance with Oklahoma Constitution Article 10, Sections 14 and 17, the Trustees of the Enid Economic Development Authority (EEDA) found that the above local program met and served a proper public purpose and appropriated \$600,000.00 for the local program in EEDA's Fiscal Year 2014-2015 budget. The EEDA desires to set forth the terms and conditions with which the local program shall comply in order to receive funding.

**BUDGETED ITEM:** Yes.

**FUNDING SOURCE:** Enid Economic Development Authority Fund.

**ATTACHMENTS:** Contract.

**RECOMMENDATION:** Approve and execute local program funding contract.

**PRESENTER:** Andrea L. Chism, City Attorney.

15.3 APPROVAL OF CLAIMS IN THE AMOUNT OF \$19,360.00.

**ATTACHMENTS:** List of claims.

16. ADJOURN TO RECONVENE AS THE ENID CITY COMMISSION.

17. PUBLIC DISCUSSION.
18. CONSIDER CONVENING INTO EXECUTIVE SESSION TO DISCUSS THE SALARY AND BENEFITS OF CITY ATTORNEY ANDREA CHISM, AND TO RECONVENE INTO REGULAR SESSION TO TAKE ANY NECESSARY ACTION.

**BACKGROUND:** The City Attorney recommends the Mayor and Boards of Commissioners enter into Executive Session pursuant to 25 O.S. § 307(B)(1), employment, hiring, appointment, promotion, demotion, disciplining, or resignation of any individual salaried employee. Upon conclusion of the Executive Session, the Commission will reconvene into Regular Session to take any necessary action.

19. ADJOURN.

MINUTES OF SPECIAL MEETING OF  
MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA,  
TRUSTEES OF THE ENID MUNICIPAL AUTHORITY, A PUBLIC TRUST, AND  
TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY, A PUBLIC TRUST  
HELD ON THE 1ST DAY OF JULY 2014

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, and the Trustees of the Enid Economic Development Authority, a Public Trust, met in special meeting in the Council Chambers of the Administration Building of the City of Enid, located at 401 West Owen K. Garriott Road in said city, at 6:00 P.M. on the 1st day of July 2014, pursuant to notice given ten (10) days in advance to the Clerk of the City of Enid, and pursuant to notice thereof displayed at the entrance to the Administration Building of said city, in prominent view and which notice was posted prior to 5:00 P.M. on the 30th day of June 2014.

-MAYOR AND BOARD OF COMMISSIONERS-

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

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

ABSENT: Commissioner Vanhooser.

Staff present were City Manager Eric Benson, City Attorney Andrea Chism, City Clerk Linda Parks, Planning Administrator Chris Bauer, Public Works Director Jim McClain, Police Chief Brian O'Rourke, Fire Chief Joe Jackson, Human Resources Director Sonya Key, and Ex-Officio Member Col. Clark Quinn.

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Commissioner Rodney Timm gave the Invocation, and Police Chief Brian O'Rourke led the Flag Salute.

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Motion was made by Commissioner Janzen and seconded by Commissioner Ezzell to approve the minutes of the regular Commission meeting of June 16, 2014, and the vote was as follows:

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

NAY: None.

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A hearing was held regarding the rezoning of a tract of land in the East Half of the Northeast Quarter of Section 11-22-6, located in the 500 Block of North 54th Street, from "I-1" Planned Industrial Park District to "I-2" Light Industrial District, to be used for an industrial truck/material yard for Quail Tools, LP.

Planning Administrator Chris Bauer advised commissioners that the current land use on the property, High Intensity Industrial, was appropriate for the proposed zoning change. He stated that the site was served by both water and sewer, and noted that the Metropolitan Area Planning Commission, at its meeting of June 17, 2014, recommended approval of the rezoning.

Questions and concerns regarding additional truck traffic on 54th Street and East Owen K. Garriott Road, and whether or not signalization would be required at the intersection, were addressed by Mr. Bauer. He stated that the additional traffic would be resolved with reduced speed. He went on to say that as the corridor was developed, improvements at the intersection, including signalization, may be required, noting that these issues would be addressed in the pending Transportation Plan.

There being no further comments, the hearing concluded.

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A hearing was held regarding the rezoning of a tract of land located on Government Lot No. 2 in the Northeast Quarter of Section 2-22-6, located at 4817 East Willow, from "A" Agriculture District to "I-2" Light Industrial District, to be used by Mr. Randy Miller as a truck terminal yard.

Mr. Bauer advised commissioners that the current land use was appropriate for the proposed zoning change. He stated that the site was served by water and sewer on the east side of the property, and



that the Metropolitan Area Planning Commission, at its meeting of June 17, 2014, recommended approval of the rezoning.

Questions and concerns regarding the concentration of additional traffic that would be generated at both this site, and the Quail Tools site, were addressed by Mr. Bauer. He stated that traffic from both sites could feed onto Highway 412 from 54th Street. Additionally, traffic from this site could turn left from Willow Road onto Highway 64 at both 30th Street and 42nd Street.

There being no further comments, the hearing concluded.

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A public hearing was held regarding an appeal of the denial of a solicitor's certificate of registration for Mr. Brandon L. Jasper, pursuant to Title 3, Chapter 11, Section 3-11-12 of the Enid Municipal Code, 2003.

City Attorney Andrea Chism spoke regarding the appeal. She explained that the recently amended ordinance regarding solicitation provided that an applicant would be denied their initial application for a solicitor's certificate of registration, if convicted for either a misdemeanor or a felony. She stated that Mr. Jasper had been denied a certificate of registration by the Enid Police Department due to a 2007 Iowa arrest for Possession of a Controlled and Dangerous Substance. She went on to say that the charge was actually withdrawn by the Court after seven (7) months of probation, noting that in Oklahoma, that was the equivalent of a deferred sentence. She stated that the applicant was notified of the hearing date and time, and that a voice mail had been left earlier in the day regarding the change of time for the Commission meeting. She went on to say that she was unsure as to whether or not Mr. Jasper was in attendance for the hearing.

Commissioner Ezzell asked if Mr. Jasper, and the applicant appealing the denial of the solicitor's certificate of registration in Item 6.4 of the agenda, were trying to work for the same company.

Ms. Chism stated that both were trying to work for Suddenlink as door to door salesmen.

Commissioner Ezzell stated that he would like to give both applicants an opportunity to speak if they arrived at the meeting after 6:30 P.M.

Mr. Chism advised commissioners that both items could be tabled and heard later in the agenda if that language was put in the motion.

Motion was then made by Commissioner Ezzell to table Item 6.3, Conduct A Public Hearing Pursuant To Title 3, Chapter 11, Section 3-11-12 Of The Enid Municipal Code, 2003, Regarding An Appeal Of The Denial Of a Solicitor's Certificate Of Registration For Brandon L. Jasper, and Item 6.4, Conduct A Public Hearing Pursuant To Title 3, Chapter 11, Section 3-11-12 Of The Enid Municipal Code, 2003, Regarding An Appeal Of The Denial Of a Solicitor's Certificate Of Registration For Kenric J. Wilson, to give both parties time to arrive at the meeting, and be heard later in the agenda.

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

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

NAY: None.

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A hearing was held pursuant to Title 11, Section 43-104 of the Statutes of the State Of Oklahoma, regarding amendments to the Enid Municipal Code, 2014, Section 11-14-8, Storage and Parking of Motor Vehicles.

Assistant City Attorney Shandi Campbell explained that pursuant to State statutes, citizens must have the opportunity to be heard before any zoning regulation could become effective. She stated that the proposed ordinance would correct grammar, clarify the prohibition for parking certain vehicles in the street and certain vehicles on private property, and would move from a class system of offenses to a specific penalty. She stated that the ordinance would have an effect on recreational vehicles in that it would solidify the City's current policies requiring that they can only be parked on paved surfaces, or those surfaces defined as paved surfaces in the ordinance. She added that that the ordinance also provided

that the parking of recreational vehicles in those areas would only be allowed for two (2) 72-hour periods per month, which would increase enforceability by the Code Department.

Following questions and concerns regarding the storage and parking of motor vehicles, specifically recreational vehicles, the hearing concluded.

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Discussion was held regarding a sign package for the Thunder Travel Plaza, located at 106 South 42nd Street.

Ms. Lisa Powell, Associate Director of the Enid Regional Development Alliance addressed the Commission, and explained that she was presenting, on behalf of Thunder Plaza, a request for a variance for their sign package. She stated that the retrofit of the old truck stop on the east side of Enid for the new Pilot truck stop had resulted in a smaller footprint than normal. In addition, the developer was representing a number of national brands at the location, which had increased the number of signs he was trying to work in. She stated that the original sign package for the truck stop, submitted to City staff for approval in June 2014, contained just over 800 square feet of signage. She noted that ordinance requirements at that location would only allow a sign display area of 307 square feet, so the package was reworked and now contained 460 square foot of signage, comprised of the following: Two (2) existing pole signs in the front, one (1) pole sign located at the CAT scales, and other signage located along the canopies of the fuel stations and on the building, with the majority to be located on the back side of the development.

City Manager Eric Benson stated that this was the first catalyst for development on the east side in over a decade, and would pave the way for future opportunities there. He stated that because of the small footprint, an unintended consequence of the City's ordinance identified this sort of development for extra scrutiny. He stated that if the developer had an extra 10 acres around the building, he would be well beneath the sign requirements per square footage, even at its highest number. He noted the two (2) franchise identifications on the front of the building, and stated that even though they were not visible

from the road, they were still counted in the total amount of square footage for signs. He went on to say that it was his understanding that if the franchisees were not allowed each of their identifying signs, they would not award the franchise to the truck stop.

Ms. Powell responded, stating that was correct. The franchisees had already negotiated down from their original size.

Commissioner Stuber stated that the City's current ordinance should be revisited to address these types of issues.

Commissioner Ezzell stated that he did not want the City's current to stop any of the franchisees, and moved to approve the proposed sign package as presented.

Motion was seconded by Commissioner Janzen.

Commissioner Stuber reiterated that he would like, at some point in the not too distant future, to see the ordinance brought back to address these types of issues.

Ms. Chism stated that for the record, the request, as presented by Ms. Powell, was termed a request for a variance. She advised commissioners that the Board of Adjustment was the only body that could grant a variance, and noted that this was actually a request for review of an economic incentive for a company that, for economic development, would otherwise be impeded with the application of the City's current ordinance.

Following further discussion, the vote was taken as follows:

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

NAY: None.

\*\*\*\*\*

Motion was made by Commissioner Janzen and seconded by Commissioner Timm to adopt an ordinance rezoning property in the East Half of the Northeast Quarter of Section 11-22-6, located in the 500 Block of North 54th Street, from "I-1" Planned Industrial Park District to "I-2" Light Industrial District, and the vote was as follows:

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

NAY: None.

**ORDINANCE NO. 2014-26**

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

\*\*\*\*\*

Motion was made by Commissioner Stuber and seconded by Commissioner Ezzell to adopt an ordinance rezoning a tract of land located on Government Lot No. 2 in the Northeast Quarter of Section 2-22-6, located at 4817 East Willow, from “A” Agriculture District to “I-2” Light Industrial District, and the vote was as follows:

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

NAY: None.

**ORDINANCE NO. 2014-27**

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

\*\*\*\*\*

It was noted that Item 8.1, Resolution Declaring The City Of Enid’s Intent To Exercise The Option To Purchase All Of One Gas, Inc.’s, Formerly Oklahoma Natural Gas Company, Distribution System Located Within The Corporate Limits Of The City Of Enid, Oklahoma, And Authorizing The Mayor To Give Notice As Required, was being removed from the agenda.

\*\*\*\*\*

Discussion was held regarding a settlement agreement with Ms. Nancy Morgan.

Ms. Chism advised commissioners that Ms. Morgan was injured during a fire department training exercise, and claimed injury to her head, neck, both shoulders, back, hip and both knees, as well as dental/jaw injuries and psychological overlay. She stated that the City admitted injuries to Ms. Morgan's head, neck, both shoulders, and both knees. However, the City denied the other injuries, and that the Worker's Compensation Court had not made a final determination on those. She stated that the claimant's attorney had asked for mediation of the case, and in an effort to limit the City's exposure and risk, the parties met in mediation, and an agreement was reached, subject to final approval by the City Commission, to settle all claims, fully and finally, in the amount of \$205,000.00, of which \$35,000.00 had already been paid. If approved, \$170,000.00 would be levied.

Following further discussion, motion was made by Commissioner Stuber to approve the settlement agreement with Ms. Nancy Morgan.

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

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

NAY: None.

\*\*\*\*\*

Motion was made by Commissioner Stuber and seconded by Commissioner Timm to adopt an ordinance amending Section 11-14-8 in Chapter 14, Title 11 of the Enid Municipal Code, 2014, entitled "Storage And Parking Of Motor Vehicles," which will correct grammar, clarify the prohibition on parking certain vehicles in the street and certain vehicles on private property, and move from a class system of offenses to a specific penalty, and the vote was as follows:

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

NAY: None.

**ORDINANCE NO. 2014-28**

**AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 11, ENTITLED "ZONING," CHAPTER 14, ENTITLED "SUPPLEMENTARY REGULATIONS," SECTION 11-14-8 ENTITLED "STORAGE AND PARKING OF MOTOR VEHICLES," CORRECTING**

**GRAMMAR, CLARIFYING THE PROHIBITION ON PARKING CERTAIN VEHICLES IN THE STREET AND CERTAIN VEHICLES ON PRIVATE PROPERTY AND MOVING FROM A CLASS SYSTEM OF OFFENSES TO A SPECIFIC PENALTY; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.**

\*\*\*\*\*

Motion was made by Commissioner Wilson and seconded by Commissioner Stuber to approve staff recommendations on the following Consent Items as listed, and the vote was as follows:

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

NAY: None.

- (1) Authorize release of Bond No. 82201610/9016308 to Wynn Construction Company and the City of Enid, dated June 29, 2010, in the amount of \$2,561,200.00, from Siemens Water Technologies, LLC, for the Water Reclamation Facility, Project No. S-0703E, Clean Water State Revolving Fund No. ORF-09-0019-CW;
- (2) Acceptance of Permit from the Oklahoma Department of Environmental Quality for Project No. S-1415A, Sanitary Sewer Extension to serve Lots 1 and 2, Block 2, Morris 1st Addition;
- (3) Acceptance of Permit from the Oklahoma Department of Environmental Quality for Project W-1414A, Waterline Extension to serve Robert's Ranch Truck Wash;
- (4) Denial of tort claim submitted by Mr. Jim Hoskins for alleged vehicle damage in the amount of \$2,028.00;
- (5) Approval of contract with the State of Oklahoma Office of Juvenile Affairs, for the Community Intervention Center;

and

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

(List Claims)

\*\*\*\*\*

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

- TRUSTEES OF THE ENID MUNICIPAL AUTHORITY-

PRESENT: Trustees Janzen, Stuber, Ezzell, Timm, Wilson, Chairman Shewey, Trust Manager Eric Benson, Trust Attorney Andrea Chism, and Secretary Linda Parks.

ABSENT: Trustee Vanhooser.

\*\*\*\*\*

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

AYE: Trustees Janzen, Stuber, Ezzell, Timm, Wilson 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, Stuber, Ezzell, Timm, Wilson, Chairman Shewey, General Manager Eric Benson, Trust Attorney Andrea Chism, and Secretary Linda Parks.

ABSENT: Trustee Vanhooser.

\*\*\*\*\*

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



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

NAY: None.

(List Claims)

\*\*\*\*\*

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

- MAYOR AND BOARD OF COMMISSIONERS-

Motion was made by Commissioner Ezzell and seconded by Commissioner Wilson to remove Item 6.3, Conduct A Public Hearing Pursuant To Title 3, Chapter 11, Section 3-11-12 Of The Enid Municipal Code, 2003, Regarding An Appeal Of The Denial Of a Solicitor's Certificate Of Registration For Brandon L. Jasper, and Item 6.4, Conduct A Public Hearing Pursuant To Title 3, Chapter 11, Section 3-11-12 Of The Enid Municipal Code, 2003, Regarding An Appeal Of The Denial Of a Solicitor's Certificate Of Registration For Kenric J. Wilson, from the table, and the vote was as follows:

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

NAY: None.

Mayor Shewey stated that the Commission had already discussed Item 6.3, and introduced Item 6.4, Conduct A Public Hearing Pursuant To Title 3, Chapter 11, Section 3-11-12 Of The Enid Municipal Code, 2003, Regarding An Appeal Of The Denial Of a Solicitor's Certificate Of Registration For Kenric J. Wilson.

Ms. Chism explained that Mr. Wilson wanted to work for Suddenlink as a door to door salesman. She advised commissioners that his application for a certificate of registration was denied by the Enid Police Department based on a 2002 arrest and conviction in Maryland for Possession of Marijuana and Possession of Paraphernalia. Prior to sentencing in those cases, a warrant for Failure to Appear was issued, but was later cleared. She noted that Mr. Wilson was also arrested in Maryland in 2010 for Second Degree Assault, but she was unable to find a disposition on that particular case.

Mr. Benson stated that there appeared to be a substantial difference in the two (2) cases, yet the same result in denial of the licenses. He asked Police Chief Brian O'Rourke if both met a threshold that was normally practiced.

Chief O'Rourke stated that this was the threshold adopted in the recently amended ordinance regarding solicitation. He stated that the ordinance was restrictive for any arrest, so by letter of the law, any arrest basically precluded anyone from going door to door.

Mr. Benson asked if the threshold needed to be re-examined.

Chief O'Rourke agreed that it should be re-examined. He stated that it depended on what commissioners wanted as far as restrictions on solicitors. He stated that the City didn't need people with convictions going to door, adding that this was a safety issue.

Commissioner Wilson stated that the ordinance restrictions had been prompted by those applicants with assault cases and felony cases, not the minor smoking pot charges.

Commissioner Stuber asked if the threshold would be better placed at a conviction level versus an arrest.

Chief O'Rourke stated that the bar could be raised from any arrest to those persons with felonies.

Following further discussion, it was the general consensus of the Commission that the ordinance should be re-examined, with Chief O'Rourke's recommendations, and be brought back for deliberation.

Capt. Kevin Morris was asked to comment on both applicants. He stated that in reviewing their applications, he had spoken with each applicant. He did not get the impression that either applicant felt the charges were misunderstandings on their behalf, or that either applicant had changed.

Ms. Chism was asked if the appeals would be brought back for consideration by the Commission. She stated that this was just a hearing, and generally, if the applicants did not appear, by default they waived their rights for further consideration.

There being no further comments, the hearing concluded.

\*\*\*\*\*

Ms. Diane Levesque, 1324 West Oak Avenue, addressed the Commission regarding the Enid Television Network.

\*\*\*\*\*

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

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

NAY: None.

The meeting adjourned at 6:52 P.M.

June 11, 2014

City Council  
Mr. Eric Benson, City Manager  
Mr. Jerald Gilbert, Chief Financial Officer  
City of Enid  
Enid, Oklahoma

### **The Objective and Scope of the Audit of the Financial Statements**

You have requested that we audit the financial statements of the City of Enid (the “City”), which comprise governmental activities, business-type activities, each major fund and aggregate remaining fund information as of and for the year ended June 30, 2014 which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

We will also perform the audit of the City as of June 30, 2014, so as to satisfy the audit requirements imposed by the Single Audit Act and the U. S. Office of Management and Budget (OMB) Circular No. A-133.

### **The Responsibilities of the Auditor**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS); *Government Auditing Standards* issued by the Comptroller General of the United States; the provisions of the Single Audit Act, OMB Circular A-133, and OMB’s Compliance Supplement. Those standards, circulars, and supplements require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements.

The determination of abuse is subjective; therefore, *Government Auditing Standards* do not expect us to provide reasonable assurance of detecting abuse.

In making our risk assessments, we consider internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the City Council (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

Our audit will include all of the City's accounts and funds in effect as of and during the year ended June 30, 2013.

The City's discrete component unit that is required to be included in the City's basic financial statements is the Enid Regional Development Alliance, Inc. and the blended component units that are to be included as part of the City's financial statements are Enid Municipal Authority, Vance Development Authority, Enid Public Transportation Authority, Enid Economic Development Authority, Enid Event Center and Convention Hall, and Meadowlake Golf Course.

There are no component units whose financial statements you have told us will be omitted from the basic financial statements.

The City is a recipient of in Federal programs funded by various Federal agencies, including, but not limited to:

- U.S. Department of Housing and Urban Development
- U.S. Department of Homeland Security
- U.S. Department of Transportation
- U.S. Department of Justice
- Environment Protection Agency

You will provide us with a preliminary schedule of expenditures of federal awards, covering Federal expenditures for the period from July 1, 2013 through June 30, 2014, by July 31, 2014. We will make our preliminary determination of major programs from this schedule. A final schedule of expenditures of federal awards will be provided to us by October 13, 2014.

Our reports on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and circulars identified above. Our reports on compliance matters will address material errors, fraud, abuse, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts, and any state or federal grant, entitlement, or loan program questioned costs of which we become aware, consistent with requirements of the standards and circulars identified above.

### **The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework**

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- c. For establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;
- d. For (a) making us aware of significant vendor relationships where the vendor is responsible for program compliance, (b) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings, and a corrective action plan, and (c) report distribution including submitting the reporting package(s); and
- e. To provide us with:
  - (1) Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
  - (2) Additional information that we may request from management for the purpose of the audit;
  - (3) Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;
  - (4) When applicable, a summary schedule of prior audit findings for inclusion in the single audit reporting package; and
  - (5) If applicable, responses to any findings reported on the schedule of findings and questioned costs.

As part of our audit process, we will request from management and when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit including among other items:

- a. That management has fulfilled its responsibilities as set out in the terms of this letter; and

- b. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for identifying and ensuring that the City complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud or abuse, and for informing us about all known or suspected fraud or abuse affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud or abuse could have a material effect on the financial statements or compliance. Management is also responsible for informing us of its knowledge of any allegations of fraud or abuse or suspected fraud or abuse affecting the entity received in communications from employees, former employees, analysts, regulators, short sellers, or others.

Management is responsible for the preparation of the required supplementary information (RSI) and supplementary information presented in relation to the financial statements as a whole in accordance with accounting principles generally accepted in the United States of America. Management agrees to include the auditor's report on the RSI and supplementary information in any document that contains the supplementary information and that indicates that the auditor has reported on such RSI and supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

The City Council is responsible for informing us of its views about the risks of fraud or abuse within the entity, and its knowledge of any fraud or abuse or suspected fraud or abuse affecting the entity.

You have informed us that you may issue public debt in the future and that you may include our report on your financial statements in the offering statement. You have further informed us that you do not intend that we be associated with the proposed offering.

We agree that our association with any proposed offering is not necessary, providing City of Enid agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. City of Enid agrees that the following disclosure will be prominently displayed in any such official statement or memorandum:

*Cole & Reed, P.C., our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Cole & Reed, P.C., also has not performed any procedures relating to this official statement.*

Because Cole & Reed, P.C. will rely on the City of Enid and its management and the City Council to discharge the foregoing responsibilities, the City of Enid holds harmless and releases Cole & Reed, P.C., its partners, and employees from all claims, liabilities, losses and cost arising in circumstances where there has been a knowing misrepresentation by a member of the City of Enid's management which has caused, in any respect, Cole & Reed, P.C.'s breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

### **City of Enid's Records and Assistance**

If circumstances arise relating to the condition of the City's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion, issue a report, or withdraw from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

The assistance to be supply by City personnel is described in the attached audit timeline (Exhibit A) and client participation list (Exhibit B) , which outline the specific schedule and analyses that should be completed by City personnel and the dates when the information should be available to us. The audit timeline and participation list have been discussed with and agreed to by Jerald Gilbert, Chief Financial Officer. The timely and accurate completion of this work is an essential condition to completion of the audit and issuance of our audit report by December 31, 2014.

In connection with our audit, you have requested us to perform certain non-audit services necessary for the preparation of the financial statements, including drafting of the financial statements. The independence standards of the *Government Auditing Standards* issued by the Comptroller General of the United States ("GAS") require that the auditor maintain independence so that opinions, findings, conclusions, judgments, and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to the City, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit service to be performed. The City has agreed that Jerald Gilbert, Chief Financial Officer, possesses suitable skill, knowledge, or experience and that the individual understands the financial statement preparation services to be performed sufficiently to oversee them. Accordingly, the management of the City agrees to the following:

1. The City has designated Jerald Gilbert, a senior member of management, who possesses suitable skill, knowledge, and experience to oversee the services.
2. Jerald Gilbert will assume all management responsibilities for subject matter and scope of the financial statements.



3. The City will evaluate the adequacy and results of the services performed.
4. The City accepts responsibility for the results and ultimate use of the services.

GAS further requires we establish an understanding with the management (and those charged with governance) of the City of the objectives of the non-audit service, the services to be performed, the entity's acceptance of its responsibilities, the auditor's responsibilities, and any limitations of the non-audit service. We believe this letter documents that understanding.

### **Other Relevant Information**

From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers, and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

In accordance with *Government Auditing Standards*, a copy of our most recent peer review report is enclosed, for your information.

### **Fees, Costs, and Access to Workpapers**

Our fees for the audit and accounting services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Our fee estimate and completion of our work are based upon the following criteria:

- a. Anticipated cooperation from City personnel
- b. Timely responses to our inquiries
- c. Timely completion and delivery of client assistance requests
- d. Timely communication of all significant accounting and financial reporting matters
- e. The assumption that unexpected circumstances will not be encountered during the engagement

Our fees are based on the time required by the individuals assigned to the engagement, plus direct expenses. Interim billings will be submitted as work progresses and as expenses are incurred. Our fee for the services described in this letter will be as follows:

- Financial and compliance audit \$ 58,000

Our fees for the services described in this letter will not exceed the amount listed above, unless any of the aforementioned criteria are not met, in which case we will discuss the situation with you before proceeding. Other factors that could cause an adjustment to the professional fees would be the addition of new Federal programs that are "Type A" programs as defined by OMB Circular A-133, new funds not previously communicated to us, changes in laws and regulations, accounting principles, auditing standards, and other matters that increase the amount of work required to complete the audit. All other provisions of this letter will survive any fee adjustment.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, the City agrees it will compensate Cole & Reed, P.C. for any additional costs incurred as a result of the City's employment of a partner or professional employee of Cole & Reed, P.C.

In the event we are requested or authorized by the City or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the City, the City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The documentation for this engagement is the property of Cole & Reed, P.C. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested documentation will be provided under the supervision of Cole & Reed, P.C. audit personnel and at a location designated by our Firm.

### **Claim Resolution**

The City of Enid and Cole & Reed, P.C. agree that no claim arising out of services rendered pursuant to this agreement shall be filed more than two years after the date of the audit report issued by Cole & Reed, P.C. or the date of this arrangement letter if no report has been issued. The City of Enid waives any claim for punitive damages. Cole & Reed, P.C.'s liability for all claims, damages and costs of the City of Enid arising from this engagement is limited to the amount of fees paid by the City of Enid to Cole & Reed, P.C. for the services rendered under this arrangement letter.

If any term or provision of this Agreement is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

### **Reporting**

We will issue a written report upon completion of our audit the City's financial statements. Our report will be addressed to the City Council. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In addition to our report on the City's financial statements, we will also issue the following types of reports:

- A report on the fairness of the presentation of the City's schedule of expenditures of federal awards for the year ending June 30, 2014.

- Reports on internal control related to the financial statements, and major programs. These reports will describe the scope of testing of internal control and the results of our tests of internal controls.
- Reports on compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any noncompliance which could have a material effect on the financial statements and any noncompliance which could have a material effect, as defined by OMB Circular A-133, on each major program.
- A schedule of findings and questioned costs.

This letter constitutes the complete and exclusive statement of agreement between Cole & Reed, P.C. and the City of Enid, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

Please sign and return this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Cole & Reed, P.C.

A handwritten signature in black ink that reads "MIKE G" followed by a long horizontal line extending to the right.

Mike Gibson, Shareholder

***Confirmed on behalf of the City Council:***

---

Mayor

***Management's acknowledgment of the agreement:***

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City Manager

---

Chief Financial Officer

## **Exhibit A Audit Timeline**

<u>Date</u>	<u>Description</u>
July 31, 2014	Provide preliminary schedule of Schedule of Expeditures of Federal Awards.
August 4, 2014	Interim fieldwork to begin for the Single Audit for the year ending June 30, 2014. Interim fieldwork is scheduled for the two weeks beginning August 4, 2014. All information requested should be provided within a day of the request to ensure that there is time to review and test the necessary information.
August 4, 2014	Planning items detailed in Exhibit B should be provided to the auditors.
August 29, 2014	Confirmation letters should be provided to the auditors.
September 1, 2014	We will provide the City with pro-forma financial statements and supporting schedules to be completed by City personnel. To further help with this process, we will provide the completed prior year supporting schedules for reference.
October 3, 2014	Provide the June 30, 2014 trial balance to the auditors. The trial balance should be substantially complete; there should be no more than one or two adjustments required to finalize the trial balance.
October 13, 2014	Audit fieldwork begins and is scheduled for three weeks. All items listed in the audit section detailed in Exhibit B should be provided to the auditors on this date.
November 3, 2014	Provide all items listed in the Reporting section detailed in Exhibit B to the auditors
November 10, 2014	Provide Management Discussion and Analysis to the auditors.
December 5, 2014	Draft of the audit provided to the City for review.

Exhibit B  
Client Participation List-  
Planning and Confirmations,  
Audit, and Reporting

City of Enid  
Client Participation List - Planning and Confirmations  
Audit 6/30/2014

Planning

- 1 Review and update C&R's understanding of Internal Controls. Memos will be provided to City personnel for their review. We may also request to speak with you directly related to processes and procedures.
- 2 Provide an updated Chart of Accounts.
- 3 Provide an updated listing of all Funds, if any changes.
- 4 Provide all journal entries entered between July 1, 2013 and June 30, 2014. Please provide these entries in an electronic format if possible.
- 5 Board Approved Budget for the year ended June 30, 2014
- 6 Minutes for City Council and any other major committee meetings held during the year ending June 30, 2014.
- 7 Provide copies of any Agreements/Contracts that were entered in during the year ending June 30, 2014
- 8 Provide copies of any Leases that were entered into during the year ending June 30, 2014.
- 9 Provide a list of city council members as well as an organizational chart of the finance department for the year ending June 30, 2014.
- 10 Workers Compensation and Employers Liability Indemnity Policy.
- 11 Medical and Dental Plan Information for the year ending June 30, 2014.
- 12 Amendments to 401(k) or Retirement Plan during the year ended June 30, 2014.
- 13 Midwest Employers Casualty Company Reinsurance for January 1, 2014 through January 1, 2015.
- 14 A copy of the City's Investment Policy, if changes made.
- 15 Firefighter's Employment Agreement for the year ending June 30, 2014.
- 16 Police Employment Agreement for the year ending June 30, 2014.
- 17 Provide a copy of the personnel manual/handbook, if updated or changed from prior year.
- 18 Provide a copy of the city manager's employment agreement.

- 19 Provide copies of the invoices for legal expenses incurred during the fiscal year.
- 20 Updated list of all bank and cash accounts, including accounting number, account use, account type, interest rate, general ledger account number, and restriction on the account, if applicable.
- 21 Listing of all Utility Customers as of June 30, 2014. We will use this detail to select a sample for control testing.
- 22 Residential Rate Structure in place during the fiscal year ending June 30, 2014.
- 23 Employee List by Department for the year ending June 30, 2014
- 24 Check Register for the dates July 1, 2013 through June 30, 2014.

Confirmations to be Prepared

- 1 Confirmations prepared for all bank and investment accounts as of June 30, 2014.
- 2 Confirmations for pledged securities held as of June 30, 2014.
- 3 Confirmation for Sales Tax Receivable and Revenue as of June 30, 2014.
- 4 Confirmation for Franchise Fee Tax Receivable and Revenue as of June 30, 2014.
- 5 Confirmation for Cable Tax Receivable and Revenue as of June 30, 2014.
- 6 Confirmation for Alcoholic Beverage Tax Receivable and Revenue as of June 30, 2014.
- 7 Confirmation for Vehicle License Tax Receivable and Revenue as of June 30, 2014.
- 8 Confirmation for Gas Excise Tax and Revenue as of June 30, 2014.
- 9 Confirmation for 911 Fees Receivable and Revenue as of June 30, 2014.
- 10 Confirmation for Hotel Tax Receivable and Revenue as of June 30, 2014.
- 11 Confirmations for all outstanding debt as of June 30, 2014.

City of Enid  
Client Participation List - Audit  
Audit 6/30/2014

Cash

- 1 Copies of bank reconciliations and bank statements for all accounts as of June 30, 2014.  
Access to all monthly statements.
- 2 Copies of investment statements for all accounts for the fiscal year ending June 30, 2014.  
Access to all monthly statements.
- 3 Copies of bank and investment statements for all accounts for the month ending July 31, 2014.
- 4 Detail of pledged securities held as of June 30, 2014. Copies of statements and listing for all pledged securities held.
- 5 Investment schedule for investments held as of June 30, 2014.

Accounts Receivable

- 1 Aging Detail of Airport Receivables as of June 30, 2014.
- 2 Detail of Hotel Tax Receivable and Corresponding Hotel Tax Payable as of June 30, 2014.
- 3 Sewer Receivables Aging Report for the year ended June 30, 2014.
- 4 Utility Accounts Receivable Detail as of June 30, 2014.
- 5 Grants Receivable Detail as of June 30, 2014.
- 6 CD Interest Accrual as of June 30, 2014.
- 7 CD Interest Allocation for each of the four quarters during the year ended June 30, 2014.
- 8 Bad Debt Expense calculation for the year ending June 30, 2014.
- 9 Credit Memo Listin for the year ending June 30, 2013 and through the first day of fieldwork (October 13, 2014).
- 10 Unbilled Utility Receivable Detail as of June 30, 2014.

Revenue

- 1 Account detail and support for the following accounts for the fiscal year ending June 30, 2014:  
80-001-3335  
80-001-3336  
32-001-3232
- 2 Account detail for the following accounts for the fiscal year ending June 30, 2014:  
22-001-3415  
22-001-3417  
22-001-3419
- 3 Hotel Motel Tax Receipts for the year ending June 30, 2014. During the prior year this was provided as an excel workbook with a tab for each month.
- 4 Listing of all Utility Customers as of June 30, 2014. We will use this detail to select a sample for control testing.



5 Account detail for the following accounts for the fiscal year ending June 30, 2014:

20-001-3403  
20-001-3405  
20-001-3406  
20-001-3407  
20-001-3408  
20-001-3410  
20-016-3640

6 Account detail for the following accounts for the fiscal year ending June 30, 2014:

60-001-3450  
60-001-3451  
60-001-3453

7 Pooled Cash Interst Allocation for the four quarters for the fiscal year ending June 30, 2014.

#### Accounts Payable

- 1 Check Register detail for all accounts from which checks are written from July 1, 2014 through October 13, 2014. We will use this detail to select a sample for subsequent disbursements.
- 2 Accounts Payable Detail for the year ended June 30, 2014. The listing should be detailed by vendor and by invoice. We will use this detail to tie to the trial balance, but also for our Search for Unrecorded Liabilities. We will want to be able to trace the invoices selected for testing into this listing to determine that items have been properly included or excluded.

#### Inventory

- 1 Detail of inventory held as of June 30, 2014.

#### Prepaid Expenses

- 1 Detail and support for the following accounts as of year end:  
10-000-1017  
10-000-1018  
51-000-1017  
31-000-1017

#### Capital Assets

- 1 Capital Asset Rollforward for the year ending June 30, 2014.
- 2 Capital Asset Additions for the year ending June 30, 2014.
- 3 Capital Asset Disposals for the year ending June 30, 2014.
- 4 Capital Asset Transfers for the year ending June 30, 2014.
- 5 Construction in Process Detail with Additions and Transfers for the year ending June 30, 2014.

#### Long Term Debt

- 1 Long Term Debt Schedule for the year ending June 30, 2014.
- 2 Long Term Debt Service Requirements Schedule for the year ending June 30, 2014.

- 3 Accrued Interest and Capitalized Interest Schedules for the year ending June 30, 2014.
- 4 Landfill Closure and Post Closure Costs correspondence for the fiscal year ending June 30, 2014.

Accrued Expenses and Other Liabilities

- 1 Compensated Absences Detail as of June 30, 2014.
- 2 Sick Leave Detail and Disclosure Information as of June 30, 2014.
- 3 Judgement Payable Detail as of June 30, 2014.
- 4 Water Deposit Detail Listing as of June 30, 2014.
- 5 Support for any Unearned Revenues account as of June 30, 2014.
- 6 Support for all taxes that were collected for the fiscal year ending June 30, 2014, but that were not collected within 60 days of year end. These amounts will need to be recognized as a deferred inflow as of year end for purposes of financial reporting.
- 7 IBNR (Claim Lag Report) through September 2014.
- 8 Actuarial Report for Worker's Compensation Liability as of June 30, 2014.

Fund Balance

- 1 Outstanding Encumbrances as of June 30, 2014.

Payroll

- 1 Payroll Register for the year ending June 30, 2014.
- 2 Document detailing City's consideration of Accrued Payroll and payroll register for the last payroll with days in June 2014.

Operating Expenses

- 1 Wells Fargo - 401K Supplemental Plan Activity for the four quarters of the year ending June 30, 2014.
- 2 Wells Fargo - Retirement Plan Activity for the four quarters of the year ending June 30, 2014.
- 3 Wells Fargo - 401K Supplemental Plan Statements for the four quarters of the year ending June 30, 2014.
- 4 Wells Fargo - Retirement Plan Statements for the four quarters of the year ending June 30, 2014.
- 5 A copy of the most recent Wells Fargo - SOC 1 Report and Gap Letter through June 30, 2014.
- 6 Enid Retirement Plan Actuarial for the year ending June 30, 2014.
- 7 Support for the GASB 34 Police On-Behalf Pension Payment
- 8 Police Pension Actuary Valuation Report for the year ending June 30, 2014.
- 9 Fire Pension Actuary Valuation Report for the year ending June 30, 2014.
- 10 OPEB Actuary Valuation Report for the year ending June 30, 2014.

Reporting

- 1 We will provide proforma financial statements and supporting schedules to the City for completion. Further, we will provide the completed prior year supporting schedules for reference.
- 2 City of Enid Estimate of Needs for Fiscal Year ending June 30, 2014.
- 3 EPTA Trip Stats Totals for fiscal year ending June 30, 2014.
- 4 Construction Commitments as of the year ending June 30, 2014.
- 5 NPDES Coliform Fecal Report for (August 2014 - October 2014)
- 6 Government-Wide Statement of Activities Account Classifications for the year ending June 30, 2014.
- 7 Claim Payments made during the year ending June 30, 2014.
- 8 Statement for Account #76221100 for the Escrow Trust Fund as of June 30, 2014.
- 9 OMAG Property Insurance Policy (December 1, 2013 - December 1/2014)

June 11, 2014

Honorable Mayor and City Council  
Mr. Eric Benson, City Manager  
Mr. Jerald Gilbert, Chief Financial Officer  
City of Enid  
401 West Owen K. Garriott Road  
Enid, Oklahoma 73702

Attention: City Council

This letter is to explain our understanding of the arrangements for, and the nature and limitation of, the services we are to perform for the City of Enid, Oklahoma (the "City") to provide the Oklahoma Department of Environmental Quality (the "DEQ") with certain assurances related to the closure and post-closure costs associated with the City's landfill for the year ended June 30, 2014. The specific procedures to be performed are included in Exhibit A, as an attachment to this letter.

### **Engagement Services**

Our engagement will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Because the procedures included in the attachment to this letter do not constitute an audit made in accordance with generally accepted auditing standards, we will not express an opinion on any of the specific elements, accounts, or items referred to in our report or on the financial statements of the City taken as a whole as a part of this engagement.

At the conclusion of our engagement, we will submit a report in letter form outlining the procedures performed and our findings resulting from the procedures performed. Our report will contain a statement that is intended solely for the use of the City and should not be used by those who have not agreed to the procedures and taken responsibility for the sufficiency of the procedures for their purposes. Should you desire that others be added to our report as specified parties, please contact us as it will be necessary to obtain their agreement with respect to the sufficiency of the procedures for their purpose.

Our report will also contain a paragraph pointing out that if we had performed additional procedures or if we had conducted an audit in accordance with generally accepted auditing standards, matters in addition to any findings that may result from the procedures performed might have come to our attention and been reported to you.

The procedures that we will perform are not designed and cannot be relied upon to disclose errors, fraud, or illegal acts, should any exist. However, we will inform the appropriate level of management of any material errors that come to our attention and any fraud or illegal acts that come to our attention, unless they are clearly inconsequential.

Furthermore, the procedures were not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, we will communicate to management and those charged with governance any significant deficiencies or material weaknesses that become known to us during the course of the engagement.

### **City of Enid's Responsibilities**

The sufficiency of the procedures included in the attachment is solely the responsibility of the City. We make no representation regarding the sufficiency of the procedures described above either for the purpose for which these services have been requested or for any other purpose. Management is responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the closure and post-closure costs associated with the City's landfill that is free from material misstatement, whether due to fraud or error.

In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, short sellers, or others.

Because Cole & Reed, P.C. will rely on the City of Enid and its management and those charged with governance to discharge the foregoing responsibilities, the City of Enid holds harmless and indemnifies Cole & Reed, P.C. its partners and employees from all claims, liabilities, losses, and costs arising in circumstances where there has been a known misrepresentation by a member of the City of Enid's management that has caused, in any respect, Cole & Reed's breach of contract or negligence. This provision will survive termination of this letter.

### **City of Enid's Records and Assistance**

If circumstances arise relating to the condition of the City's records, the availability of appropriate evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the engagement or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawal from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by City personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Jerald Gilbert, Chief Financial Officer. The timely and accurate completion of this work is an essential condition to our completion of our services and issuance of our report.

### **Fees, Costs, and Access to Documentation**

Our fees for the services described above are based on the time required by the individuals assigned to the engagement, plus direct expenses. Our fees for the services described in this letter will be \$3,500.

In the event we are requested or authorized by City of Enid or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagements for the City of Enid, the City of Enid will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

Our professional standards require that we perform certain additional procedures on current and previous years' engagements whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client. Accordingly, the City agrees it will compensate Cole & Reed, P.C. for any additional costs incurred as a result of the City's employment of a partner or professional employee of Cole & Reed, P.C.

### **Claim Resolution**

The City of Enid and Cole & Reed, P.C. agree that no claim arising out of services rendered pursuant to this agreement by or on behalf of the City of Enid shall be asserted more than two years after the date of the report issued by Cole & Reed, P.C. The City of Enid waives any claim for punitive damages. Cole & Reed, P.C.'s liability for all claims, damages, and costs of the City of Enid arising from this engagement is limited to the amount of fees paid by the City of Enid to Cole & Reed, P.C. for the services rendered under this arrangement letter.

If any term or provision of this agreement is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

This letter constitutes the complete and exclusive statement of agreement between Cole & Reed, P.C. and the City of Enid, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

If this letter defines the arrangements as the City understands them, please sign and date the enclosed copy and return it to us. We appreciate your business.

Cole & Reed, P.C.

A handwritten signature in black ink that reads "MIKE G" followed by a long horizontal line extending to the right.

Mike Gibson

*Confirmed on behalf of the City Council:*

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Mayor or Chairman of Audit Committee

*Management's acknowledgement of the agreement:*

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City Manager

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Chief Financial Officer

City of Enid  
June 11, 2014  
Summary of Agreed Upon Procedures

1. Gain an understanding of the City's estimated landfill closure and post-closure costs for the year ending June 30, 2014 through inquiry of City management.
  - We will obtain discuss the City's estimated landfill closure and post-closure costs with the City's Chief Financial Officer and request that the City provide us with supporting documentation used in his determination of its landfill closure and post-closure costs.
2. Calculate the following financial ratios as of June 30, 2014 by analysis of ratio components from the underlying audited financial statements and through re-performance of the mathematical calculations.
  - a. Ratio of the City's total current cash and cash equivalents, investments, and restricted cash and investments divided by total expenditures
  - b. Ratio of the City's total annual debt service payments divided by total expenditures
  - We will obtain the City's calculation of the ratios listed above. We will re-calculate the ratios listed above using information from the June 30, 2014 audited financial statements.
3. Determine whether the City's audited financial statements, as of and for the year ended June 30, 2014, were prepared in accordance with accounting principles generally accepted in the United States of America by reviewing the independent auditors' report.
  - We will obtain the City's audited financial statements, as of and for the year ended June 30, 2014, and review the independent auditors' report to determine that they were prepared in accordance with accounting principles generally accepted in the United States of America.
4. Determine whether the City is currently in default on any of its general obligation debt by examining debt service transactions in the underlying audited financial statements and making inquiries of City personnel and bond trustees.
  - We will obtain and review documentation supporting the payment on general obligation debt for the year ended June 30, 2014. Further, we will make inquiries of both City personnel and bond trustees to verify that the City is not in default on any of its general obligation debt.
5. Determine whether the City has been operating at a deficit equal to five (5%) percent or more of total annual revenues in each of the past two years by examining the City's audited financial statements for the fiscal years ended June 30, 2014 and 2013.
  - We will obtain the City's audited financial statements, as of and for the years ended June 30, 2014 and 2013, and review both the change in net position and ending net position of the City for both fiscal years to determine if the City has been operating at a deficit equal to five (5%) percent or more of total annual revenues



6. Determine whether the City received an unmodified opinion from its independent auditor on the audited financial statements for the year ended June 30, 2014.
  - We will obtain the City's audited financial statements, as of and for the year ended June 30, 2014, and review the independent auditors report to determine if the City received an unmodified opinion.
7. Determine that the total landfill closure and post-closure costs of the City do not exceed forty-three (43%) percent of the City's total annual revenues for the year ended June 30, 2014 by recalculating the percentage using information from the audited financial statements.
  - We will obtain the City's audited financial statements, as of and for the year ended June 30, 2014 and calculate the total landfill closure and post-closure costs as a percentage of total revenues. We will determine if this ratio exceeds forty-three (43%) percent of the City's total revenues for the year ended June 30, 2014.
8. Determine whether the current DEQ Local Financial Assurance Statement for the year ended June 30, 2014 has been prepared and will be placed in the City of Enid's landfill operating records, and ensure that a reference to the landfill closure and post-closure costs are included in the City's June 30, 2014 financial statement audit.
  - We will discuss with Jerald Gilbert, Chief Financial Officer, whether the current DEQ Local Financial Assurance Statement for the year ended June 30, 2014 has been included in the City's landfill operating records. Further, we will obtain the City's audited financial statements, as of and for the year ended June 30, 2014 and verify that the landfill closure and post-closure costs have been included.

June 11, 2014

Honorable Mayor and City Council  
Mr. Eric Benson, City Manager  
Mr. Jerald Gilbert, Chief Financial Officer  
City of Enid  
401 West Owen K. Garriott Road  
Enid, Oklahoma 73702

Attention: City Council

This letter is to explain our understanding of the arrangements regarding our engagement to examine the statement of vehicle revenue mileage, as defined in the September 2012 publication of the *State Management Plan for the Administration of the Section 5311 – Non-urbanized Area Formula Grant Program and Rural Transportation Assistance Program*, of the Enid Public Transit Authority for the year ended June 30, 2014, in accordance with attestation standards established by the American Institute of Certified Public Accountants. We ask that you confirm this understanding.

### **Engagement Services**

We will perform an examination of the statement of vehicle revenue mileage of the Enid Public Transit Authority in relation to established or stated criteria. Accordingly, we will perform such procedures as we consider necessary to evaluate the statement of vehicle revenue mileage of the Enid Public Transit Authority in relation to the established or stated criteria for the purpose of expressing positive assurance on the statement of vehicle revenue mileage of the Enid Public Transit Authority.

The services that we will perform are not designed and cannot be relied upon to disclose errors, fraud, or illegal acts, should any exist. However, we will inform the appropriate level of management of any material errors that come to our attention and any fraud or illegal acts that come to our attention, unless they are clearly inconsequential.

Furthermore, the services were not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, we will communicate to management and the City Council any significant deficiencies or material weaknesses that become known to us during the course of the engagement.

### **City of Enid's Responsibilities**

Management is responsible for the statement of vehicle revenue mileage of the Enid Public Transit Authority. Management is responsible for providing us with a written management representation letter confirming certain representations made during the course of the engagement. Management is responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the statement of vehicle revenue mileage of the Enid Public Transit Authority that is free from material misstatement, whether due to fraud or error.

Management is responsible for identifying and ensuring that the entity complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, short sellers, or others.

Because Cole & Reed, P.C. will rely on the City of Enid and its management and those charged with governance to discharge the foregoing responsibilities, the City of Enid holds harmless and indemnifies Cole & Reed, P.C. and its partners and employees from all claims, liabilities, losses, and costs arising in circumstances where there has been a known misrepresentation by a member of the City of Enid's management that has caused, in any respect, Cole & Reed's breach of contract or negligence. This provision will survive termination of this letter.

### **City of Enid's Records and Assistance**

The attestation standards require that we perform our examination engagement only if we have reason to believe that the statement of vehicle revenue mileage of the Enid Public Transit Authority is capable of evaluation against criteria that are suitable and available to users. If circumstances arise relating to the condition of the City's records, the availability of appropriate evidence, or indications of a significant risk of material misstatement of the statement of vehicle revenue mileage of the Enid Public Transit Authority because of error or, fraud that, in our professional judgment, prevents us from completing the engagement or forming an opinion or issuing our report, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawal from the engagement

During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by City personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Jerald Gilbert, Chief Financial Officer. The timely and accurate completion of this work is an essential condition to our completion of our services and issuance of our report.

### **Fees, Costs, and Access to Documentation**

Our fees for the services described above are based on the time required by the individuals assigned to the engagement, plus direct expenses. Our fees for the services described in this letter will be \$3,500.

In the event we are requested or authorized by City of Enid or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagements for the City of Enid, the City of Enid will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

Our professional standards require that we perform certain additional procedures on current and previous years' engagements whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client. Accordingly, the City agrees it will compensate Cole & Reed, P.C. for any additional costs incurred as a result of the City's employment of a partner or professional employee of Cole & Reed, P.C.

### **Claim Resolution**

The City of Enid and Cole & Reed, P.C. agree that no claim arising out of services rendered pursuant to this agreement by or on behalf of the City of Enid shall be asserted more than two years after the date of the report issued by Cole & Reed, P.C. The City of Enid waives any claim for punitive damages. Cole & Reed, P.C.'s liability for all claims, damages, and costs of the City of Enid arising from this engagement is limited to the amount of fees paid by the City of Enid to Cole & Reed, P.C. for the services rendered under this arrangement letter.

If any term or provision of this agreement is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

### **Reporting**

We will issue a written report upon completion of our examination of the statement of vehicle revenue mileage of the Enid Public Transit Authority in relation to established or stated criteria. Our report will be addressed to the City Council of the City of Enid. We cannot guarantee that positive assurance on the statement of vehicle revenue mileage of the Enid Public Transit Authority will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph[s], or withdraw from the engagement.

This letter constitutes the complete and exclusive statement of agreement between Cole & Reed, P.C. and the City of Enid, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

If this letter defines the arrangements as the City understands them, please sign and date the enclosed copy and return it to us. We appreciate your business.

Cole & Reed, P.C.

A handwritten signature in black ink that reads "MIKE G" followed by a long horizontal line extending to the right.

Mike Gibson

*Confirmed on behalf of the City Council:*

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Mayor or Chairman of Audit Committee

*Management's acknowledgement of the agreement:*

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City Manager

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Chief Financial Officer

June 11, 2014

City Council  
City of Enid  
Enid, Oklahoma

This letter is intended to communicate certain matters related to the planned scope and timing of our audit of City of Enid's financial statements and compliance as of and for the year ended June 30, 2014.

### **Communication**

Effective two-way communication between our Firm and the members of the City Council is important to understanding matters related to the audit and in developing a constructive working relationship.

Your insights may assist us in understanding the City of Enid and its environment, in identifying appropriate sources of audit evidence, and in providing information about specific transactions or events. We will discuss with you your oversight of the effectiveness of internal control and any areas where you request additional procedures to be undertaken. We expect that you will timely communicate with us any matters you consider relevant to the audit. Such matters might include strategic decisions that may significantly affect the nature, timing, and extent of audit procedures, your suspicion or detection of fraud, or any concerns you may have about the integrity or competence of senior management.

We will timely communicate to you any fraud involving senior management and other fraud that causes a material misstatement of the financial statements, illegal acts that come to our attention (unless they are clearly inconsequential), and disagreements with management and other serious difficulties encountered in performing the audit. We also will communicate to you, and to management any significant deficiencies or material weaknesses in internal control that become known to us during the course of the audit. Other matters arising from the audit that are, in our professional judgment, significant and relevant to you in your oversight of the financial reporting process will be communicated to you in writing after the audit.

## **Independence**

Our independence policies and procedures are designed to provide reasonable assurance that our Firm and its personnel comply with applicable professional independence standards. Our policies address financial interests, business and family relationships, and non-audit services that may be thought to bear on independence. For example, without our permission no partner or professional employee of Cole & Reed P.C. is permitted to own any direct financial interest or a material indirect financial interest in a client or any affiliates of a client. Also, if an immediate family member or close relative of a partner or professional employee is employed by a client in a key position, the incident must be reported and resolved in accordance with Firm policy. In addition, our policies restrict certain non-audit services that may be provided by Cole & Reed P.C. and require audit clients to accept certain responsibilities in connection with the provision of permitted non-attest services.

## **The Audit Planning Process**

Our audit approach places a strong emphasis on obtaining an understanding of how your entity functions. This enables us to identify key audit components and tailor our procedures to the unique aspects of your entity. The development of a specific audit plan will begin by meeting with you and with management to obtain an understanding of business objectives, strategies, risks, and performance.

As part of obtaining an understanding of your entity and its environment, we will obtain an understanding of internal control. We will use this understanding to identify risks of material misstatement, which will provide us with a basis for designing and implementing responses to the assessed risks of material misstatement. We will also obtain an understanding of the users of the financial statements in order to establish an overall materiality level for audit purposes. We will conduct formal discussions among engagement team members to consider how and where your financial statements might be susceptible to material misstatement due to fraud or error.

## **The Concept of Materiality in Planning and Executing the Audit**

We apply the concept of materiality both in planning and performing the audit, evaluating the effect of identified misstatements on the audit, and the effect of uncorrected misstatements, if any, on the financial statements, and in forming the opinion in our report. Our determination of materiality is a matter of professional judgment and is effected by our perception of the financial information needs of users of the financial statements. We establish performance materiality at an amount less than materiality for the financial statements as a whole to allow for the risk of misstatements that may not be detected by the audit. We use performance materiality for the purposes of assessing the risks of material misstatement and determining the nature, timing and extent of further audit procedures. Our assessment of materiality throughout the audit will be based on both quantitative and qualitative considerations. Because of the interaction of quantitative and qualitative considerations, misstatements of a relatively small amount could have a material effect on the current financial statements as well as financial statements of future periods. We will accumulate misstatements identified during the audit, other than those that are clearly trivial. At the end of the audit, we will inform you of all individual unrecorded misstatements aggregated by us in connection with our evaluation of our audit test results.

## **Our Approach to Internal Control and Compliance Relevant to the Audit**

Our audit of the financial statements will include obtaining an understanding of internal control sufficient to plan the audit and to determine the nature, timing, and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Our review and understanding of the City of Enid's internal control are not undertaken for the purpose of expressing an opinion on the effectiveness of internal control.

We will issue reports on internal control related to the financial statements and major programs. These reports describe the scope of testing of internal control and the results of our tests of internal controls. Our reports on internal control will include any significant deficiencies and material weaknesses in the system, of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with the requirements of the Government Auditing Standards issued by the Comptroller General of the United States, the Single Audit Act, and the U.S. Office of Management and Budget, (OMB) Circular No. A-133.

We will issue reports on compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any noncompliance which could have a material effect on the financial statements and any noncompliance which could have a direct and material effect on each major program. Our reports on compliance will address material errors, fraud, abuse, violations of compliance requirements, and other responsibilities imposed by state and federal statutes and regulations and assumed contracts; and any state or federal grant, entitlement or loan program questioned costs of which we become aware, consistent with the requirements of the standards and circular identified above.

## **Timing of the Audit**

We will perform planning and interim procedures in July and August 2014, including tests of major Federal programs. Year end audit procedures will primarily be performed in October and November 2014. Management's adherence to its closing schedule and timely completion of information used by us in performance of the audit is essential to meeting this schedule and completing our audit on a timely basis.

## **Closing**

This letter is intended solely for the information and use of the City Council of the City of Enid, and is not intended to be and should not be used by anyone other than the specified parties.

We will be pleased to respond to any questions you have about the foregoing. We appreciate the opportunity to be of service to the City of Enid.

*Cole & Reed P.C.*

Oklahoma City, Oklahoma  
June 11, 2014



June 11, 2014

Mr. Jerald Gilbert, Chief Financial Officer  
City of Enid  
401 W. Owen K. Garriot Road  
Enid, OK 73702

Dear Mr. Gilbert:

Thank you for the opportunity to submit our proposal to provide audit services to the Enid Event Center and Convention Hall (the "EECCH"). We are very excited about this opportunity and it would be a privilege to serve the EECCH.

This proposal letter focuses primarily on our anticipated services and estimated fees as well as our proposed timing of the audit.

***Anticipated Services and Estimated Fees***

Based on our discussions with you, our anticipated services are as follows (fee estimates provided parenthetically):

- Audit and preparation of the EECCH financial statements as of and for the year ending June 30, 2014 (\$15,000)

***Proposed Audit Timing***

Our proposed audit timing for the June 30, 2014 audit is as follows:

- Documentation of accounting processes and related controls - during the week of July 7, 2014.
- Year-end substantive procedures - during the weeks of August 4 and August 11, 2014.
- Projected delivery of audited financial statements - between September 15 and October 1, 2014.

This is our proposed timing and can be modified to better accommodate the management of the EECCH.

Thank you for this opportunity to submit our proposal. We believe you will find the services provided by Cole & Reed, P.C. to be valuable, timely and fairly priced. Please call if you have additional questions concerning our firm or services.

Very truly yours,



Mike Gibson, CPA  
Cole & Reed, P.C.

June 11, 2014

Mr. Jerald Gilbert, Chief Financial Officer  
City of Enid  
Enid, Oklahoma

Dear Mr. Gilbert:

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

We will perform the following services:

We will compile, from information you provide, the 2014 Annual Survey of City and Town Finances (SA&I Form 2643), and issue an accountant's report thereon in accordance with Statements on Standards for Accounting and Review Services (SSARs) issued by the American Institute of Certified Public Accountants (AICPA).

The objective of a compilation is to assist you in presenting financial information in the prescribed form. We will utilize information that is your representation without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial information in the prescribed form in order for the Annual Survey (SA&I Form 2643) to be in conformity with the basis of accounting prescribed by Oklahoma State Auditor and Inspector pursuant to Section 17-105.1 of Title 11 of the Oklahoma Statutes.

You are responsible for

- a.* the preparation and fair presentation of the financial information in Annual Survey (SA&I Form 2643) in accordance with the basis of accounting prescribed by Oklahoma State Auditor and Inspector pursuant to Section 17-105.1 of Title 11 of the Oklahoma Statutes.
- b.* designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial information in the prescribed form.
- c.* preventing and detecting fraud
- d.* identifying and ensuring that the entity complies with the laws and regulations applicable to its activities.
- e.* making all financial records and related information available to us.

We are responsible for conducting the engagement in accordance with SSARs issued by the AICPA.

A compilation differs significantly from a review or an audit of financial statements. A compilation does not contemplate performing inquiry, analytical procedures, or other procedures performed in a review. Additionally, a compilation does not contemplate obtaining an understanding of the entity's internal control; assessing fraud risk; testing accounting records by obtaining sufficient appropriate audit evidence through inspection, observation, confirmation, or the examination of source documents (for example, cancelled checks or bank images); or other procedures ordinarily performed in an audit. Therefore, we will not express an opinion or provide any assurance regarding the financial information included in the Annual Survey (SA&I Form 2643).

Our engagement cannot be relied upon to disclose errors, fraud, or illegal acts. However, we will inform the appropriate level of management of any material errors, and of any evidence or information that comes to our attention during the performance of our compilation procedures that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential.

Because Cole and Reed, P.C. will rely on the City of Enid and its management to discharge the foregoing responsibilities, the City of Enid holds harmless and releases Cole and Reed, P.C., its partners, and employees from all claims, liabilities, losses, and costs arising in circumstances where there has been a known misrepresentation by a member of the City of Enid's management, which has caused, in any respect, Cole and Reed, P.C.'s breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

We will render such accounting and bookkeeping assistance as we find necessary for the preparation of the compilation of the Annual Survey (SA&I Form 2643) and as may be arranged with you or your authorized employees. You will be responsible for overseeing such services, evaluating the adequacy and accepting the results of these services, and for making all management decisions with respect to the services.

If, for any reason, we are unable to complete the compilation of the Annual Survey (SA&I Form 2643), we will not issue a report on such statements as a result of this engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in your books and records. You will determine that all such data will be so reflected. Accordingly, you will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by your personnel in the preparation of schedule and analyses of accounts has been discussed and coordinated with you. The timely and accurate completion of this work is an essential condition to our completion of the engagement and issuance of our compilation report.

Our fees for these services are based on the time required by individuals assigned to the engagement, plus direct expenses. Our fees for the services described in this letter will be \$3,500.

In the event we are requested or authorized by the City of Enid or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagements for the City of Enid, the City of Enid will, so long as we are not party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The City of Enid and Cole and Reed, P.C. agree that no claim arising out of services rendered pursuant to this agreement shall be filed more than two years after the date of the report issued by Cole and Reed, P.C. or the date of this arrangement letter if no report has been issued. The City of Enid waives any claim for punitive damages. Cole and Reed, P.C.'s liability for all claims, damages, and costs of the City of Enid arising from this engagement's limited to the amount of fees paid by the City of Enid to Cole and Reed, P.C. for the services rendered under this arrangement letter.

This letter constitutes the complete and exclusive statement of the agreement between Cole and Reed, P.C., superseding all proposals oral or written and all other communications, with respect to the terms of the engagement between parties.

We will be pleased to discuss this letter with you at any time. If the foregoing is in accordance with your understanding, please sign this letter in the space provided and return it to us.

Very truly yours,

A handwritten signature in black ink that reads "MIKE G" followed by a long horizontal line extending to the right.

Mike Gibson

Acknowledged:

City of Enid, Oklahoma

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Chief Financial Officer

**PROFESSIONAL SERVICES AGREEMENT FOR THE DEVELOPMENT OF A  
COMPREHENSIVE PLAN AND TRANSPORTATION PLAN**

This Professional Services Agreement (“Agreement”) is made by and between the City of Enid, Oklahoma, an Oklahoma Municipal Corporation (“City”), and C. H. Guernsey & Company, an Oklahoma Corporation (“Guernsey”).

**WITNESSETH**

**WHEREAS**, the accomplishments of the work and services described in this Agreement are necessary and essential to the City of Enid, Oklahoma; and,

**WHEREAS**, the City deems this Contract to be unique as a professional planning and engineering services contract; and,

**WHEREAS**, the professional planning and engineering services will be performed in Guernsey’s offices; and,

**WHEREAS**, the City desires to engage Guernsey to provide professional planning and engineering services described in the Agreement, and Guernsey is willing to perform such services as outlined in the Scope of Services Letter dated June 12, 2014.

**NOW THEREFORE**, in consideration of the promises contained in this Agreement, City and Guernsey agree as follows:

**ARTICLE I – SCOPE OF SERVICES**

The specific services, which Guernsey agrees to furnish, are as indicated in the Attachment “A” “Scope of Services,” which is attached hereto and incorporated by reference as if fully set out herein. General responsibilities between the City and Guernsey are enumerated in Attachment “A.” Changes in the indicated Scope of Services shall be subject to renegotiation and implemented through an Amendment to this Agreement.

**ARTICLE II -TIME OF PERFORMANCE**

Work items as described in Article I will be completed and submitted to the City in six (6) months. Time of Performance will be based on Guernsey’s receipt of the executable contract documents and written Notice to Proceed.

**ARTICLE III –BASIS OF PAYMENT**

The City agrees to pay Guernsey for professional services for work completed as described in Article I, and in Attachment “A” of this Agreement up to and not to exceed three hundred ninety five thousand seven hundred eighty five dollars (\$395,785.00).

For services as described in Article I, Guernsey shall invoice on the basis of percent completion

of each task in accordance with the completion time established for each task on Attachment "A." These rates will be in effect until the end of the contract.

Following any billing period in which services have been rendered, Guernsey will prepare an invoice. Payments to Guernsey shall generally be due within thirty (30) days of receipt of invoice. Billing periods shall be monthly.

#### ARTICLE IV -ADDITIONAL SERVICES

In the event additional services are required through changes in the scope of the project, or other unusual or unforeseen circumstances are encountered, or for other consulting services, Guernsey shall, upon written authorization by the City, perform the additional services as mutually agreed by both parties by supplemental agreement.

Additional services may include the following:

1. Services resulting from significant change in the general scope of the project.
2. If public hearings in addition to that described in Attachment "A" are required, time spent in preparing for and attending hearings will be considered as additional services.
3. Preparing to serve or serving as a consultant or witness for the Owner in any litigation or other legal or administrative proceeding involving the project in which Guernsey is not a subject of the action. Preparation for and involvement in any litigation, or other legal or administrative proceeding in which Guernsey is a subject of the action, shall not be an additional service and such cost shall not be the responsibility of the City.
4. Additional services in connection with the project, including services normally furnished by the Owner and services not otherwise provided for in this Agreement.

Compensation to Guernsey by the City for services performed under Article IV of this Agreement shall be as agreed upon between the City and Guernsey at the time these services are authorized.

Payment shall generally be made within thirty (30) days of presentation and approval of Guernsey's statement of services rendered or expenses incurred.

#### ARTICLE V -TERMINATION

It is understood and agreed that the City may suspend, terminate, cancel, or abandon this Agreement at any time, in whole or in part, without any liability other than payment for any of the work already performed by Guernsey upon the date of notification of suspension, abandonment, or cancellation. In the event of suspension, termination, abandonment, or cancellation of this Agreement, the City agrees to pay Guernsey for that portion of the work performed in accordance with the provisions of Article III herein.

Such amount shall be paid by the City after acceptance of delivery of Guernsey's delivering or

otherwise making available to the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by Guernsey in performing the services included in this Agreement, whether completed or in progress including hard copy and digital copy of ground water modeling and water distribution modeling as completed and including licensing and authority to use modeling software.

#### ARTICLE VI - ASSIGNMENTS

Guernsey shall not assign any interest in this contract and shall not transfer any interest in same, without the prior written consent of the City. The Project Manager shall be Paul Ryckbost of C.H. Guernsey & Company.

#### ARTICLE VII - STANDARDS OF PERFORMANCE

In the performance of these services, Guernsey shall act as an independent consulting agency, subject to general criteria as set forth in Article I, Scope of Services. Guernsey uses the experience of its staff to provide reasonable diligence and agrees to use its good faith and professional efforts to perform all the work required to address the Scope of Services as outlined in Article I.

Guernsey shall perform professional services in accordance with good planning and engineering practices, using normally acceptable methods and to normally acceptable accuracy.

Guernsey shall be responsible for its own work described in Article I and for the following:

1. Professional quality;
2. Technical accuracy;
3. Compilation of existing project related data;
4. Take general notes during meetings and provide a letter of understanding after each meeting;
5. Satisfactory completion of project objectives in accordance with the Scope of Services described in Attachment "A";
6. Without additional compensation, correcting and revising errors or deficiencies in design, data, drawings, analysis, and services originated by Guernsey.
7. Provide progress reports, with updated time schedule for phases of work.
8. Guernsey shall have no responsibility for the discovery, identification, remediation or removal of hazardous materials or toxic substances on or around the sites within the scope of the study and services.

9. Guernsey shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, for failure of the Contractor(s) to comply with the drawings and specifications, or for safety precautions or programs in connection with the construction work.

#### ARTICLE VIII - INDEMNITY

Guernsey agrees to defend, indemnify, and hold harmless the City and its officers, agents, and employees from and against all suits, injury, or personal property damage received or sustained by any person, persons, or property arising out of or resulting from any negligent act, error, or omission or intentional misconduct of Guernsey or its agents or employees. Guernsey is not required hereunder to defend the City, its officers, agents, or employees, or any of them from assertions that they were negligent, nor indemnify and save them harmless from liability based on the City's negligence.

#### ARTICLE IX - INSURANCE

Guernsey shall carry and keep in force during this contract, policies of insurance in minimum amounts as set forth below or as required by the laws of the State of Oklahoma, whichever is greater.

##### Public Liability

Bodily Injury, each person	\$100,000.00
Bodily Injury. each accident	\$300,000.00
Property Damage, Aggregate	\$100,000.00
Contractual Liability - Same as Public Liability as required by statute	
Employer's Liability and Workmen's Compensation - as required by statute	

##### Automobiles and Trucks Owned, Hired, and Non-Owned

Bodily Injury, each person	\$50,000.00
Bodily Injury. each accident	\$100,000.00
Property Damage, each accident	\$25,000.00

Guernsey shall carry and keep in force during the term of this contract and for a period of three (3) years following completion of this contract a policy of Architects and Engineers Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000.00) per claim and aggregate.

Certificates showing Guernsey is carrying the above described insurance in at least the above-specified minimum amounts shall be furnished to the City prior to the City issuing a notice to proceed. Said certificates shall further provide that the Insurer will not cancel said insurance without the Insurer first giving the City ten (10) days written notice of cancellation. Guernsey shall provide certificates on insurance within seven (7) days of contract execution and before Guernsey takes any action on this agreement.



## ARTICLE X - CITY RESPONSIBILITIES

The City agrees to provide information, assistance, and compensation as follows:

1. Designate a project representative to observe general project progress and workmanship;
2. Place, at the disposal of Guernsey, all the available reports, maps, plans, files, and other data pertinent to the services required under this Agreement;
3. Coordinate appropriate meetings;
4. Coordinate and participate in all reviews, audits, and meetings with pertinent regulatory authorities;
5. Assist in providing access to and making provisions for Guernsey to enter upon public and private property as required for Guernsey to perform services covered by this Agreement;
6. Give prompt written notice to Guernsey whenever City observes or otherwise becomes aware of any defect in the project;
7. Assume primary responsibility for all aspects pertaining to the coordination with Federal, State, and local governmental agencies;
8. Reimburse Guernsey for approved professional services as rendered;
9. The City will provide appropriate review of any material, information, results and other matters, as requested by Guernsey, in a manner as to not impinge upon the agreed to project schedule;

## ARTICLE XI - PRECEDENCE OF THIS AGREEMENT

Additions and amendments to this Agreement shall be made by written Amendment to this Agreement, of which the Amendment shall become a part. All provisions of this Agreement shall remain in force unless specifically modified by written amendment.

## ARTICLE XII -FORCE MAJEURE

Neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, war, fire, and acts of God not including normal weather conditions.

## ARTICLE XIII - SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall, for any reasons be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement; this Agreement shall be

construed as if such invalid, illegal, or unenforceable provisions had never been contained herein. The laws of the State of Oklahoma shall govern this Agreement.

#### ARTICLE XIV - OWNERSHIP OF DOCUMENTS

All documents, drawings, plans, reports, studies, surveys, maps, photographs, photographic negatives, specifications, work notes, work sheets, visual aids, data, electronic data, and other materials prepared, made, compiled, or used by Guernsey hereunder, whether finished and completed or not, shall be the property of the City and may be reproduced, distributed and published in whole or in part by the City without permission or any additional payments of fees to Guernsey or others. Upon completion of services provided for hereunder, or upon termination of this contract, said documents, drawings, plans, reports, studies, work sheets, visual aids, data, modeling software update, electronic data, and other materials whether finished and completed or not, organized in such manner as to permit it to be easily identified, shall be delivered to the City by Guernsey.

#### ARTICLE XV -NO THIRD PARTY BENEFICIARY

Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or Guernsey.

#### ARTICLE XVI - GENERAL

1. Non-Discrimination. The parties hereto, for themselves and their successors and assigns, and for their subcontractors, do hereby covenant and agree that no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this Contract on the ground of race, color, age, sex, handicap, or national origin; and that, in carrying out the terms and conditions of this Contract, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or nation origin.
2. Compliance with Laws. Guernsey shall conduct its business under the terms of this contract in such a manner that it does not violate Federal, State, or local laws or regulations applicable to the conduct of its operations under the terms of this contract. The products used in performance of this Contract and the resulting work will comply with all Federal laws.
3. Interpretation of Law. This Agreement shall be deemed to have been made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma.
4. Choice of Law. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties in the courts of the State of Oklahoma, County of Garfield, or, if it has or can acquire jurisdiction, in the United States District Court for the Western District of Oklahoma, and each of the parties consents to the jurisdiction of such courts (and of the appropriate

appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

5. Construction. Captions and other headings contained in this Agreement are for reference and identification purposes only and do not alter, modify, amend, limit, or restrict the contractual obligations of the parties.
6. Bargaining. The City and Guernsey have had the opportunity to seek independent legal counsel before entering into this Agreement. Both the City and Guernsey have participated fully in the preparation of this Agreement and the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against either party.
7. Counterparts. This Agreement may be executed in any number of counterparts, and when each party has signed and delivered to the other at least one (1) such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one (1) agreement; provided, however, this Agreement shall not be binding upon the parties hereto until signed by all of the parties.
8. Employment Verification. Guernsey agrees to verify the employment eligibility of all employees who may perform services pursuant to this Agreement. Guernsey also agrees to require all subcontractors who perform services under this Agreement to verify the employment eligibility of all employees who may perform services pursuant to this Agreement.
9. Sovereign Immunity. By entering into this Agreement, City and its “employees,” as defined by the Governmental Tort Claims Act, 51 Okla. Stat. § 151 et seq., do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Agreement modifies and/or waives any provision of the Governmental Tort Claims Act.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed on the day and year last written below.

**(The remainder of this page intentionally left blank.)**

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

“City”  
The City of Enid, Oklahoma,  
an Oklahoma Municipal Corporation

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

(SEAL)

ATTEST:

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

Approved as to Form and Legality

\_\_\_\_\_  
Andrea L. Chism, City Attorney

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

“Guernsey”  
C. H. Guernsey & Company,  
an Oklahoma Corporation

\_\_\_\_\_  
Ken Senour, Sr. Vice President

(SEAL)

ATTEST:

\_\_\_\_\_  
Karl E. Stickley, PE, Asst. Secretary



ATTACHMENT "A" SCOPE OF SERVICES  
ENID COMPREHENSIVE PLAN PROJECT  
NO. G-1501A  
Guernsey + BNIM  
June 16, 2014

The following is a scope of services for the Guernsey + BNIM team (Consultant team) to perform and prepare the City of Enid's Comprehensive Plan (CP).

*Task 1: Project Management*

*1.1 Kick off Meeting*

The Consultant team will coordinate project activities with the City and our internal team and prepare an agenda and program for the kick-off meeting and site reconnaissance. Our team of professionals will meet with appropriate City Staff to initiate the project by reviewing scope, schedule, budget, and other needs.

- a. Coordinate activities with the City.
- b. Identify communication network.
- c. Collect pertinent information from the City.
- d. City will create Steering Committee make-up.
- e. Verify stakeholder engagement and visioning process.
- f. Windshield tour of the City.

*1.2 Project Communication*

During the Kick-off meeting, the Consultant team and the City will determine a schedule of regular project team calls. These meetings will take place over teleconference. The Consultant team will create and share meeting minutes of all project meetings.

*1.3 Perform Project Management*

The management of project activities will ensure the efficient and timely delivery of study results that are high quality and of practical use by the City. Three objectives for the project management program are described below:

- a. Cost Control - Continuously track project expenditures versus the projected level of effort.
- b. Schedule Control - Identify and track critical path activities and benchmarks.
- c. Quality Control - Systematic review of ongoing processes and project deliverables.

*Task 2: Stakeholder Visioning and Engagement*

*2.1 Develop Stakeholder Engagement Strategy*

The Consultant team will hold a stakeholder engagement strategy planning session as part of the kick-off meeting to learn about the City's goals and vision, then gather information for mapping an overarching outreach strategy.

- a. Target audience and information needs (e.g., Chamber, Regional Development Alliance, CDSA, community organizations, local colleges, Rotary, Vance AFB, etc.).
- b. Target groups within each audience.
- c. Develop engagement materials, with City Staff and Steering Committee review.

### ***2.2 Create Website, Social Media, and MindMixer Site***

The Consultant team will develop a project web page to be used throughout the project as a data clearinghouse and coordination tool for items such as meeting minutes, project updates, and future activities. The Consultant team will create social media accounts, a MindMixer page, maintain an email list, and send email updates with events and plan progress.

- a. Website for information and feedback linked to City's main website or separate domain name.
- b. MindMixer Site.
- c. Email lists and email updates.
- d. Content for distribution through City's existing social media networks.

### ***2.3 Conduct Stakeholder Engagement***

The Consultant team will conduct a series of stakeholder meetings. The Consultant team plans to hold up to twelve (12) individual or small group stakeholder interviews. These meetings should be coordinated with other meetings that require consultant travel to optimize efficiency. Planned activities include visioning exercises, along with a preview of the MindMixer website and other public engagement materials.

### ***2.4 Plan and Facilitate Visioning Activities and Public Events***

Based upon the stakeholder input, the Consultant team will participate in or host two (2) public events during the planning process. These may be done in conjunction with other community events, such as Cherokee Strip Days. The City will assist in securing times and locations for these activities. The consulting team will be responsible for planning presentations, activities, producing materials, and providing facilitation. The objectives of the participatory activities are as follows:

- a. Vision and Goals: The first event will center around creating a vision and goals for the future of Enid, and the public launching of MindMixer to assist in this process.
- b. Prioritization: The second event will result in the public giving feedback on plan recommendations including land use scenarios and transportation options.

## ***Task 3: Planning Analysis***

The Consultant team will conduct a review and inventory of pertinent existing data and analyze future trends. The following subtasks will be included in the planning analysis:

### ***3.1: Prepare Community Profile***

Identify a community profile that provides a foundation for Enid.

- a. General community characteristics, housing trends, lifestyle characteristics and a demographic profile.
- b. Population projections and growth potential.
- c. Evaluate the socioeconomic issues and impacts relative to the City and make recommendations for Enid's future role.

### ***3.2 Economic Development Analysis***

Identify elements of the economic base which are strong, areas where weaknesses exist, and potential opportunities for growth, expansion, or entry into a new sector.

- a. Inventory of the educational and vocational skill sets of the local workforce.
- b. Evaluate existing retail sales tax revenue base and analyze past indicators in Enid with current and national trend.
- c. Identify opportunities for the local sourcing of resources and goods to other local industries.
- d. Discussion of issues of existing industrial land use, its transportation accessibility options, and the demands placed on energy, local water supplies, and City infrastructure.
- e. Perform an analysis of industrial and commercial land use availability and suitability.

### ***3.3 Analyze Infrastructure, Drainage, Floodplains, Storm Water, Water Supply, and Wastewater Management***

The Consultant team will review water, drainage, and wastewater plans for the community for related impacts on future land use and growth and integrate the study information into the planning process.

- a. Inventory water and wastewater facilities.
- b. GIS mapping will identify the major facilities within the system.
- c. Provide an overview of the basic systems.

### ***3.4 Identify Important Environmental/Cultural Issues***

Areas of environmental/cultural concern within Enid will be identified for further analysis.

- a. Identify former sites which have historic significance and potential for incentives related to historic preservation.
- b. Identify former industrial or commercial sites that could be eligible for brownfield incentives.
- c. Determine uses that would enhance infill and redevelopment opportunities.

### ***3.5: Land Use Analysis***

Existing Land Use: Using existing and readily available data, including building permit data and demographic data, the Consultant team will analyze land use trends and create the projected land use plan. The projected land use plan will provide the

baseline and a comparison to a new recommended land use plan produced in task 5.2.

- a. Consultant team will coordinate with the City Planner and Staff to prepare a summary of the existing land use issues in Enid.
- b. A map of existing land use will be prepared to assist in updating the City's future land use.

### ***3.6 Analyze Housing Trends and Needs***

The Consultant team will analyze housing trends and determine housing needs and market opportunities. This includes promoting equitable, affordable housing.

### ***3.7 Analyze Education, Safety and Community Health***

The Consultant team will identify opportunities to improve safety in Enid and opportunities to coordinate with the school district and educational institutions to enhance education in Enid. The Consultant team will also analyze access to healthy food, opportunities for physical activity, and access to health care services. The team will identify opportunities to improve community health.

### ***3.8 Analyze Parks, Trails, and Recreation Amenities***

The Consultant team will integrate the existing parks plan into the comprehensive plan, analyzing parks, trails and recreation amenities in Enid including access to parks and trails, revenue and cost issues related to parks, and environmental analysis.

## ***Task 4: Transportation Analysis***

Prepare a transportation analysis utilizing the current and projected land uses as identified in other tasks of the comprehensive plan, and utilizing the population and employment growth projections also identified in other tasks.

### ***4.1 Transportation Data Collection***

Available data sources will provide important historical information, such as traffic counts, base maps, land use, socioeconomic data, and environmental data. Data compiled as part of this study will be maintained in a project database. Data collected will include, but not be limited to the following:

- a. **Functional Classification** - The City will provide a list that identifies the existing functional classification of all roadways deemed to be Collectors or Arterials
- b. **Roadway Right-of-Way** - During the development of the recommended roadway improvements in Tasks 4.3 and 4.6, the City will provide existing right-of-way information on selected roadways, as requested by the Consultant team
- c. **Accident Data** - The Consultant team will request existing accident data from the Oklahoma Department of Public Safety and/or Oklahoma Department of Transportation (ODOT) and the City Police Department



- d. **Socioeconomic Data** - The Consultant team will obtain pertinent existing socioeconomic data, such as population, employment, and number of households, from the US Census Bureau, in conjunction with the other Comprehensive Plan activities

The Consultant team will use the current ODOT traffic counts as a beginning point for the identification of traffic volumes. ODOT has nine “permanent” counting locations that provide Annual Average Daily Traffic (AADT) in and near Enid for the 1997 to 2012 time period. In addition, ODOT has a number of street traffic volume counts taken in 1999, 2001, 2003, 2005 and 2010. The Consultant team will make current traffic counts to update and expand the ODOT locations for 12 to 24 locations. Additionally, the Consultant team will make turning movement counts for at least 12 critical intersections. These counts will be taken on non-holiday Mondays through Thursdays when school is in session. Traffic volumes during weekends will also be determined at some locations. The actual locations for traffic volume counts and intersection movement counts will be determined by the City staff and the Consultant team prior to beginning the counts.

#### ***4.2 Existing Conditions Evaluation***

The Consultant team will evaluate existing transportation conditions along major roadways in the study area to determine existing roadway LOS. The evaluation of existing conditions will provide a baseline of current traffic operations to use during the comparison and evaluation of alternative improvements. The LOS procedure will use volume-to-capacity ratio to calculate roadway LOS.

#### ***4.3 Travel Demand Forecasting***

The Consultant team will empirically determine traffic growth along major roadways based upon projected development.

#### ***4.4 Recommend an Access Management Strategy***

The Consultant team will work with the City staff to determine strategies to reduce conflicts and promote safety. This effort will be based upon applying “best management practices”, and will not be specific to any location.

#### ***4.5 Evaluate Future Transportation System***

The benefits of future transportation scenarios and infrastructure investment alternatives will be evaluated.

- a. Establish acceptable levels of service (LOS) for the various elements of the transportation system.
- b. The future year travel demand forecasting developed in Task 4.3 will be utilized to evaluate future transportation needs for the City’s arterial and collector street system.
- c. Future capacity enhancement needs will be analyzed to meet acceptable levels of service.
- d. Analyze the need for new transportation infrastructure, such as a bypass.

- e. A functional classification system will be developed for the City's transportation system. The classification system will identify typical cross sections and typical ROW widths. A system map will be produced identifying the City's proposed classification system.

#### ***4.6 Develop Projected Costs and Sequence***

Identify specific projects and the projected date/time frame when the projects would be completed including cost estimates

- a. Preliminary cost estimates will be developed for each improvement alternative based on functional classification and unit costs from ODOT's average construction bids. Preliminary right-of-way (ROW) costs will be determined for based upon existing data provided by the City using an average ROW cost for the region.
- b. Alternative improvements will be prioritized according to the short- and long-term objectives of the study and the feasibility of project implementation.
- c. A comprehensive funding plan for the transportation systems through a minimum twenty-year planning horizon will be prepared.
- d. Funding sources to meet the current and future enhancement needs will be identified

#### ***4.7 Develop Transportation Plan***

This task involves the preparation of the Transportation Analysis portion of the Comprehensive Plan.

### ***Task 5: Scenario Development***

#### ***5.1 Assess Existing Conditions, Challenges, Constraints, and Opportunities***

The Consultant team will identify issues, concerns, and constraints, as well as the opportunities presented by the amenities, environment, and attributes of the community by development of a constraints and opportunities map.

#### ***5.2 Recommended Land Use Plan***

The Enid Plan will be an illustration of the City's long-range vision for future growth and development potential. The team will develop a recommended overall land use scenario based on the planning and transportation analyses, along with the stakeholder input.

- a. The Land Use Plan map will consider the projected land use baseline developed in task 3.5, transportation analysis, and community input.
- b. The framework for the Land Use Plan will be based upon the Comprehensive Plan vision and goals.

#### ***5.3 Produce Project List***

The Consultant team will identify selected catalyst projects to accomplish the Plan's vision and goals. Materials may be produced for these catalytic projects. These may

include graphic representations, cost analyses and other implementation support documents for specific selected projects.

### ***Task 6: Final Plan***

#### ***6.1 Review, Synthesize, Incorporate Feedback, and Develop Draft Plan***

A draft Plan will be prepared for City review and comment. The plan will be supported by all information required to make the project complete and independent. One hard copy and a flash drive with the draft Plan content will be provided.

#### ***6.2 Prepare Final Plan Document***

The Consultant team will provide two (2) rounds of edits with the City and will incorporate changes into the Final Comprehensive Plan. The Final Plan will be created on the project website, with the City being provided the lead access to maintain and update the Plan, as implementation occurs.

### ***Task 7: Modify Zoning and Subdivision Regulations***

The following tasks will address very specific issues and enable implementation of the plan's vision and identified priorities. A detailed overhaul of the City's zoning and subdivision regulations is not included in the basic scope of services; the work and cost associated with an overhaul can only be known upon completion of a new plan.

#### ***7.1 Barrier Identification and Removal***

The Consultant team will analyze the zoning and subdivision regulations to determine barriers to development. Consultant team will produce recommendations to remove barriers and facilitate development that aligns with the City's vision.

#### ***7.2 Recommend Modifications to Existing Zoning Districts***

The team will review the existing zoning and subdivision regulations and provide updates that will enable implementation of the land use plan and other plan recommendations.

#### ***7.3 Identify Need for Overlay Districts***

Determine if overlay districts are needed to accomplish the vision for Enid. If needed identify boundaries and make recommendations for focus components of potential future overlay districts.

### ***Task 8: Implement Plan***

The Consultant team is proactive and will be visible in assisting the City with implementation. During this task the Consultant team will lead a final stakeholder workshop focused on empowering specific stakeholders to champion particular plan components. During the event, the City will identify top priorities and invite stakeholders that need to

be at the table to accomplish these priorities. The Consultant team will lead facilitated activities with these stakeholders in order to create a plan for implementation and garner commitments from stakeholders to form an implementation committee and to continue to work together. This will create momentum and a structure for plan implementation.

**REALIZE** THE DIFFERENCE

5555 North Grand Boulevard  
Oklahoma City, OK 73112-5507  
405.416.8100

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## Optional Additional Scope Items

### *Develop Design Guidelines/Overlay*

Analyze existing development styles in Enid and create a design statement that summarizes the current design aesthetic in Enid, including strengths and weaknesses. The design guidelines and regulations will focus on removing code barriers to desired design styles and will also recommend near-term code changes that would immediately enhance design characteristics in the studied corridors or districts

- a. Recommend design styles/palettes for each respective district, or the City as a whole, to the Stakeholders and the Steering Committee.
- b. Final design guidelines and/or regulations will be written based on final Stakeholder and Steering Committee input.

### **Implement a Complete Streets Strategy**

The Complete Streets methodology provides a context-sensitive approach that considers transportation improvements in light of the complex interactions of the transportation system with adjacent land uses and activity centers.

- a. Evaluate how the transportation system performs its function of meeting the transportation needs of the economic marketplace and the communities it supports.
- b. Measure the quality of travel based on comfort, sense of safety and interaction with adjacent land uses.
- c. Consider all modes, but select only appropriate solutions that fit the conditions.
- d. Implement a strategy that respects neighborhoods while supporting economic vitality.

### **Develop Specific Access Management Strategies**

Provides strategies to reduce conflicts and promote safety.

- a. Evaluate the strategy in view of supporting economic competitiveness of activity centers.
- b. Optimize function of existing resources with cost effective solutions.
- c. Provide different situational tools that can be applied to existing or future roadways. This will include identifying thresholds, standards, and guidelines that will trigger a requirement for a Traffic Impact Study for new commercial and residential developments.

### *Recommended additional studies and activities to address program implementation*

During the course of the planning process, additional studies may be identified that will be advantageous towards the implementation of the Plan, which may include the following:

- Corridor Plan
- In-depth economic development plan
- In-depth CIP
- Stakeholder assessment

- Short-term work plan
- Smart growth audit/local government regulations
- Oversight/review of CIP
- Review and update Plan/program
- Plan adoption
- Provide various study and design services

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### *Project Fee*

The scope for the project has been addressed concurrently by Guernsey and BNIM to develop a cost/fee for the project. Costs are identified by task below for ease in comparing the scope/effort with the proposed fee. The Guernsey + BNIM team proposes this to be a lump sum effort. Guernsey will be the prime contractor and BNIM will have a subcontract with Guernsey to perform the work. Identification of project roles have been discussed and agreed upon by both firms.

### ENID COMPREHENSIVE PLAN SCOPE FEE STRUCTURE

<i>Task Description</i>	<i>Fee</i>	<i>Completion</i>
<i>Task 1: Project Management</i>	\$ 36,660	Dec. 2014
<i>Task 2: Stakeholder Visioning and Engagement</i>	\$ 61,222	Sept. 2014
<i>Task 3: Planning Analysis</i>	\$ 60,973	Oct. 2014
<i>Task 4: Transportation Analysis</i>	\$ 100,800	Dec. 2014
<i>Task 5: Scenario Development</i>	\$ 39,907	Nov. 2014
<i>Task 6: Final Plan Creation</i>	\$ 44,214	Dec. 2014
<i>Task 7. Modify Zoning and Subdivision Regulations</i>	\$ 34,089	Dec. 2014
<i>Task 8: Implement Plan</i>	\$ 17,920	Jan. 2015
<b>TOTAL</b>	<b>\$ 395,785</b>	

### ADDITIONAL SCOPE ITEMS

<i>Develop Design Guidelines/Overlays</i>	\$ 71,467
<i>Complete Streets Implementation</i>	\$30,000
<i>Specific Access Management Strategies</i>	\$5,000
<i>Other Additional Studies &amp; Activities</i>	Hourly Rate

CONTRACT FOR PUBLIC SERVICES BETWEEN THE CITY OF ENID AND  
BOOKER T. WASHINGTON COMMUNITY CENTER, INC.

THIS CONTRACT is made and entered into by and between the City of Enid, Oklahoma, an Oklahoma Municipal Corporation, hereinafter called "City", and Booker T. Washington Community Center, Inc., an Oklahoma Non-Profit Corporation, hereinafter called "Contractor."

**WHEREAS**, Booker T. Washington Community Center, Inc., has provided services to the residents of the City of Enid for over thirty years; and,

**WHEREAS**, in accordance with Okla. Const. Art. 10, §§ 14 and 17, the Mayor and Board of Commissioners of the City of Enid, Oklahoma, find that the Booker T. Washington Community Center serves a proper public purpose, and;

**WHEREAS**, Booker T. Washington Community Center, Inc., desires to continue to provide public services to the residents of the City of Enid; and,

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

1. Engagement of Contractor. The City hereby engages Contractor for Contractor to perform certain public services for the benefit of the residents of the City of Enid. Contractor accepts such engagement pursuant to the terms and conditions set forth herein.
2. Scope of Engagement. The purpose of this contract is for Contractor to provide community services to the residents of the City of Enid. Contractor shall use its good faith and best efforts to fulfill the following work, goals, and priorities. Such scope of work shall include the following:
  - a. Mentoring Program. Contractor shall provide, and continue to provide throughout the term of this Contract, a mentoring program.
  - b. After School Program. Contractor shall provide, and continue to provide throughout the 2014-2015 school year, an after school program. Such after school program shall comply with the following minimum requirements:
    - 1) Available to children in Pre-Kindergarten through the Seventh Grade.
    - 2) Available from 3:00 pm through 5:30 pm, Monday through Friday.
    - 3) Provide one (1) meal per day.
    - 4) Tutoring shall be made available daily.



- 5) Recreation shall be made available daily.
- c. Evening Program. Contractor shall provide, and continue to provide throughout the term of this Contract, an evening program. Such evening program shall comply with the following minimum requirements:
- 1) Available to persons of all ages.
  - 2) Available from 5:30 pm through 9:00 pm.
  - 3) Team Sport practice and game areas shall be available.
  - 4) Weight room, gym, and recreation facilities shall be available.
- d. Summer Program. Contractor shall provide, and shall continue to provide throughout the 2013-2014 school year summer break, a summer program. Such summer program shall comply with the following minimum requirements:
- 1) Available to children in Pre-Kindergarten through the Seventh Grade.
  - 2) Available from 7:00 am until 12:00 pm, Monday through Friday.
  - 3) Provide one (1) meal per day.
  - 4) Recreation shall be made available daily.
3. Term. This contract shall be effective from the 1st day of July, 2014, through the 30th day of June, 2015.
4. Compensation. The City and Contractor agree that Contractor will be compensated in the amount of fifteen thousand dollars (\$15,000.00) to provide public services as described in Paragraph 2.
5. Payment to Contractor. Contractor shall present an invoice for payment of compensation to the City of Enid. The City shall pay such invoice within twenty (20) days of the first meeting of the Mayor and Board of Commissioners of the City of Enid after receipt of this invoice.
6. Non-Discrimination. The parties covenant (1) that no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this contract on the ground of race, color, age, sex, handicap, or national origin; and (2) that, in carrying out the terms and conditions of this contract, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or national origin.

7. Independent Contractor Status of Contractor. Contractor is a separate, legal entity from the City and the parties make this contract accordingly. All persons working for Contractor under this contract shall be employees of Contractor and shall not be considered employees of the City. The hiring, discharge, supervision, and management of the employees of Contractor who provide services under this contract, including, but not limited to, the determination from time to time of the qualifications of such Contractor employees who are required to perform the duties of Contractor, and the establishment, revision, and administration of wage scales, rates of compensation, conditions of employment, and job and position descriptions with respect to all such employees of Contractor hereunder shall be within the sole direction of Contractor.
8. Compliance with Laws. Contractor shall conduct its business under the terms of this contract in such a manner that it does not violate Federal, State, or local laws or regulations applicable to the conduct of its operations under the terms of this contract.
9. Default. Under this contract, default occurs when either party fails to keep, observe, or perform any material agreement, term, or provision of this contract to be kept, observed, or performed by it and such conduct continues for a period of thirty (30) days after written notice thereof by the other party.
10. Termination, Remedies Upon Default.
  - a. Upon default and in addition to any other remedies available to it on account of such event of default, either party may terminate this contract without further notice.
  - b. A default by Contractor shall result in the requirement to return funds to the City and/or disqualification from future funding.
  - c. No right or remedy herein conferred upon or reserved to either of the parties is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative to any other right or remedy given hereunder or now or hereafter legally existing upon default. The failure of either party to insist upon the strict observance or performance of any of the provisions of this contract or to exercise any right or remedy provided in this contract shall not impair any such right or remedy nor be construed as a waiver or relinquishment thereof with respect to subsequent defaults. Every right and remedy given by this contract to the parties may be exercised from time to time and as often as may be deemed expedient by the parties.
11. Interpretation of Law. This contract shall be deemed to have been made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma.

12. Venue. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this contract may be brought against any of the parties in the courts of the State of Oklahoma, County of Garfield, or, if it has or can acquire jurisdiction, in the United States District Court for the Western District of Oklahoma, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

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

CITY: City Attorney  
P.O. Box 1768  
Enid, OK 73702

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

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

14. Indemnification and Hold Harmless. Contractor shall defend, indemnify and hold harmless the City and any and all officers, agents and employees of the City, against all damages, including but not limited to, any loss, liability, expense, suit, or claim for injury to persons or damages to property arising out of the activities of Contractor, its employees and agents under or in connection with this contract, whether or not any act or omission complained of is authorized, allowed or prohibited by Contractor and all reasonable expenses together with all damages and penalties thereto. Expenses shall include, without limitation, all out-of-pocket expenses, attorney's fees, witness fees, and discovery costs.

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

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

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

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

19. Integration and Amendments. This contract constitutes the entire agreement between the parties and may not be amended, altered, modified or changed in any way except in writing signed by all parties to this contract and which specifically references this contract. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this contract. No course of dealings involving the parties hereto and no usage of trade shall be relevant or admissible to interpret, supplement, explain or in any way vary any of the terms expressly set forth in this Agreement. Any amendment to this contract shall be attached to this contract and all of the terms in this contract not addressed in the amendment shall remain in full force and effect.
20. Counterparts. This Contract may be executed in any number of counterparts, and when each party has signed and delivered to the other at least one (1) such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one (1) agreement; provided, however, this Contract shall not be binding upon the parties hereto until signed by all of the parties.
21. Third Party Beneficiaries. Nothing in this contract, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Agreement, except as provided expressly herein.
22. Good Faith and Best Efforts. City and Contractor agree to perform obligations under this Contract in good faith and to use their respective best efforts to ensure that the each perform in a timely manner.
23. Identity Theft Prevention. Contractor, for itself, successors, assigns, and subcontractors agree to familiarize themselves with 16 CFR § 681, Identity Theft Rules and 24 Okla. Stat. § 161 et seq., the Security Breach Notification Act. Contractor agrees to meet or exceed the guidelines set out in those laws, including, but not limited to, its policies and procedures regarding training of personnel, use of any personal information obtained, and reporting of “Red Flag” events.
24. Employment Verification. The City of Enid requires all contractors to verify that employees working pursuant to contracts with the City of Enid are legally authorized to work in the United States. Contractor agrees to verify and document the employment eligibility of all employees who may perform services pursuant to this Contract. Contractor also agrees to require all subcontractors who perform services under this Contract to verify and document the employment eligibility of all employees who may perform services pursuant to this Contract.
25. Governmental Tort Claims Act. By entering into this Agreement, City and its “employees,” as defined by the Governmental Tort Claims Act, 51 Okla. Stat. § 151 et seq., do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Agreement modifies and/or waives any provision of the Local Government Tort Claims Act.

26. Bargaining. Both parties have had the opportunity to seek independent legal counsel before entering into this Contract. The language of this Contract shall be construed simply, according to its fair meaning, and not strictly for or against either party.

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

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

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

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

(SEAL)

ATTEST:

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

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

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

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

WITNESS:

\_\_\_\_\_  
Signature

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

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

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

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

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

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

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

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

- 3) **Economic Restructuring.** Main Street Enid, Inc. will seek to improve the economic appeal of downtown by strengthening existing assets and encouraging the redevelopment of vacant and underutilized space for retail, profession, entertainment and cultural uses.
- 4) **Organization.** Organization of the area by building partnerships with diverse groups interested in downtown revitalization to ensure consistency and permit the emergence of effective management and advocacy
- b. Continue to work with other groups and organizations in Enid to make Enid an even better place to live. Some of those groups and organizations are: The Greater Enid Chamber of Commerce, the Enid Regional Development Center, the Downtown Enid Merchants, the Chisholm Trail Coalition, Enid TV, Leonardos, the Enid Symphony, and the Gaslight Theatre.
- c. Continue maintaining the “corner nodes” in downtown Enid as part of a commitment to the beautification of downtown.
- d. Host at least three (3) annual family-friendly events in downtown Enid this fiscal year.
- e. Promote downtown Enid by continuing to support the “First Friday” monthly event to draw people downtown to shop, dine and be entertained during the evening hours of the first Friday of each month.
3. **Additional Services.** Contractor shall also install irrigation systems in the downtown corner notes.
4. **Term.** This contract shall be effective from the 1st day of July, 2014, through the 30th day of June, 2015.
5. **Compensation.** The City and Contractor agree that Contractor Enid will be compensated in the amount of Seventy-Five Thousand Dollars (\$75,000.00) to provide services as described in Paragraph 2.
6. **Payment to Contractor.** Each month for twelve (12) months, Contractor shall present an invoice to the City of Enid in the amount of six thousand two hundred and fifty dollars (\$6,250.00). The City shall pay such invoices within twenty (20) days of the first meeting of the Mayor and Board of Commissioners of the City of Enid after receipt of invoice.
7. **Compliance with Laws.** Contractor shall conduct its business under the terms of this contract in such a manner that it does not violate Federal, State, or local laws or regulations applicable to the conduct of its operations under the terms of this contract.

8. Independent Contractor Status of Contractor. Contractor is a separate, legal entity from the City and the parties make this contract accordingly. All persons working for Contractor under this contract shall be employees of Contractor and shall not be considered employees of the City. The hiring, discharge, supervision, and management of the employees of Contractor who provide services under this contract, including, but not limited to, the determination from time to time of the qualifications of such Contractor employees who are required to perform the duties of Contractor, and the establishment, revision, and administration of wage scales, rates of compensation, conditions of employment, and job and position descriptions with respect to all such employees of Contractor hereunder shall be within the sole direction of Contractor.
9. Non-Discrimination. The parties covenant (1) that no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this contract on the ground of race, color, age, sex, handicap, or national origin; and (2) that, in carrying out the terms and conditions of this contract, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or national origin.
10. Default. Under this contract, default occurs when either party fails to keep, observe, or perform any material agreement, term, or provision of this contract to be kept, observed, or performed by it and such conduct continues for a period of thirty (30) days after written notice thereof by the other party.
11. Termination, Remedies Upon Default.
  - a. Upon default and in addition to any other remedies available to it on account of such event of default, either party may terminate this contract without further notice.
  - b. A default by Contractor shall result in the requirement to return funds to the City and/or disqualification from future funding.
  - c. No right or remedy herein conferred upon or reserved to either of the parties is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative to any other right or remedy given hereunder or now or hereafter legally existing upon default. The failure of either party to insist upon the strict observance or performance of any of the provisions of this contract or to exercise any right or remedy provided in this contract shall not impair any such right or remedy nor be construed as a waiver or relinquishment thereof with respect to subsequent defaults. Every right and remedy given by this contract to the parties may be exercised from time to time and as often as may be deemed expedient by the parties.
12. Interpretation of Law. This contract shall be deemed to have been made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma.



13. Venue. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this contract may be brought against any of the parties in the courts of the State of Oklahoma, County of Garfield, or, if it has or can acquire jurisdiction, in the United States District Court for the Western District of Oklahoma, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.
14. Notices. Whenever notice is required to be given in writing, such notice shall be hand-delivered or mailed by certified mail, return receipt requested, and directed to the respective parties at the following addresses:  
  
CITY: City Attorney  
P.O. Box 1768  
Enid, OK 73702  
  
MAIN STREET ENID: Main Street Enid, Inc.  
P.O. Box 3001  
Enid, Ok 73702  
  
or at such other address as a party shall specify by like notice to the other party hereto. Notices shall be effective on the date of delivery.
15. Assignment. Neither party shall assign this contract or any interest herein without the express, written consent of the other party.
16. Indemnification and Hold Harmless. Contractor shall defend, indemnify and hold harmless the City and any and all officers, agents and employees of the City, against all damages, including but not limited to, any loss, liability, expense, suit, or claim for injury to persons or damages to property arising out of the activities of Contractor, its employees and agents under or in connection with this contract, whether or not any act or omission complained of is authorized, allowed or prohibited by Contractor and all reasonable expenses together with all damages and penalties thereto. Expenses shall include, without limitation, all out-of-pocket expenses, attorney's fees, witness fees, and discovery costs.
17. Construction. Captions and other headings contained in this contract are for reference and identification purposes only and do not alter, modify, amend, limit, or restrict the contractual obligations of the parties.
18. Binding Effect. This contract binds the parties and any successors and assigns of the parties.

19. Integration and Amendments. This contract constitutes the entire agreement between the parties and may not be amended, altered, modified or changed in any way except in writing signed by all parties to this contract and which specifically references this contract. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this contract. No course of dealings involving the parties hereto and no usage of trade shall be relevant or admissible to interpret, supplement, explain or in any way vary any of the terms expressly set forth in this Agreement. Any amendment to this contract shall be attached to this contract and all of the terms in this contract not addressed in the amendment shall remain in full force and effect.
20. Severability. If any one or more of the sections, sentences, clauses, or parts be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this contract.
21. Counterparts. This Contract may be executed in any number of counterparts, and when each party has signed and delivered to the other at least one (1) such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one (1) agreement; provided, however, this Contract shall not be binding upon the parties hereto until signed by all of the parties.
22. Third Party Beneficiaries. Nothing in this contract, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Agreement, except as provided expressly herein.
23. Good Faith and Best Efforts. City and Contractor agree to perform obligations under this Contract in good faith and to use their respective best efforts to ensure that the each perform in a timely manner.
24. Identity Theft Prevention. Contractor, for itself, successors, assigns, and subcontractors agree to familiarize themselves with 16 CFR § 681, Identity Theft Rules and 24 Okla. Stat. § 161 et seq., the Security Breach Notification Act. Contractor agrees to meet or exceed the guidelines set out in those laws, including, but not limited to, its policies and procedures regarding training of personnel, use of any personal information obtained, and reporting of “Red Flag” events.
25. Employment Verification. The City of Enid requires all contractors to verify that employees working pursuant to contracts with the City of Enid are legally authorized to work in the United States. Contractor agrees to verify and document the employment eligibility of all employees who may perform services pursuant to this Contract. Contractor also agrees to require all subcontractors who perform services under this Contract to verify and document the employment eligibility of all employees who may perform services pursuant to this Contract.

26. Governmental Tort Claims Act. By entering into this Agreement, City and its “employees,” as defined by the Governmental Tort Claims Act, 51 Okla. Stat. § 151 et seq., do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Agreement modifies and/or waives any provision of the Local Government Tort Claims Act.
27. Bargaining. Both Parties have had the opportunity to seek independent legal counsel before entering into this Contract. The language of this Contract shall be construed simply, according to its fair meaning, and not strictly for or against either party.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract the day and last written below.

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

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

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

(SEAL)

ATTEST:

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

Approved as to form and legality:

\_\_\_\_\_  
Andrea L. Chism, City Attorney

Contract for public services between the  
City of Enid and Main Street Enid, Inc.  
2014 Local Program Funding

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

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

\_\_\_\_\_  
President of the Board

WITNESS:

\_\_\_\_\_  
Signature

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

**CONTRACT FOR PUBLIC SERVICES BETWEEN THE CITY OF ENID AND  
ENID METROPOLITAN AREA HUMAN SERVICE COMMISSION, INC.**

THIS CONTRACT is made and entered into by and between the City of Enid, Oklahoma, an Oklahoma Municipal Corporation, hereinafter called "City", and the Enid Metropolitan Area Human Services Commission, Inc., an Oklahoma Non-Profit Corporation, hereinafter called "Contractor."

**WHEREAS**, Contractor has coordinated and provided community services within the City of Enid for over twenty (20) years; and,

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

**WHEREAS**, Contractor desires to continue to provide public services to the residents of the City of Enid; and,

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

1. Engagement of Contractor. The City hereby engages Contractor for Contractor to perform certain public services for the benefit of the residents of the City of Enid. Contractor accepts such engagement pursuant to the terms and conditions set forth herein.
2. Scope of Engagement. The purpose of this contract is for Contractor to coordinate and/or provide community services to the residents of the City of Enid. Contractor shall use its good faith and best efforts to fulfill the following work, goals, and priorities. Such scope of work shall include the following:
  - a. The Commission shall designate a plan to evaluate and implement the programs to serve the needs of the residents and citizens of the City of Enid, as set out in their proposal, and report same to the City.
  - b. The Commission will specifically obtain professional and volunteer personnel who will collect, analyze, and maintain specific information and data regarding existing human and social service programs in the City and throughout the Garfield County service area; collect data and information regarding human and social service needs in said area; prepare a specific proposal for programs and services to meet community needs, including research into external funding sources, grants, and programs and solutions utilized in other geographic areas; providing staff, secretarial and bookkeeping support services, and assisting in the administration and monitoring of specific programs implemented by the Commission.

3. Term. This contract shall be effective from the 1st day of July, 2014, through the 30th day of June, 2015.
4. Compensation. The City and Contractor agree that Contractor will be compensated in the amount of seven thousand dollars (\$7,000.00) to provide public services as described in Paragraph 2.
5. Payment to Contractor. Contractor shall present an invoice for payment of compensation to the City of Enid. The City shall pay such invoice within twenty (20) days of the first meeting of the Mayor and Board of Commissioners of the City of Enid after receipt of this invoice.
6. Independent Contractor Status of Contractor. Contractor is a separate, legal entity from the City and the parties make this contract accordingly. All persons working for Contractor under this contract shall be employees of Contractor and shall not be considered employees of the City. The hiring, discharge, supervision, and management of the employees of Contractor who provide services under this contract, including, but not limited to, the determination from time to time of the qualifications of such Contractor employees who are required to perform the duties of Contractor, and the establishment, revision, and administration of wage scales, rates of compensation, conditions of employment, and job and position descriptions with respect to all such employees of Contractor hereunder shall be within the sole direction of Contractor.
7. Non-Discrimination. The parties covenant (1) that no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this contract on the ground of race, color, age, sex, handicap, or national origin; and (2) that, in carrying out the terms and conditions of this contract, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or national origin.
8. Compliance with Laws. Contractor shall conduct its business under the terms of this contract in such a manner that it does not violate Federal, State, or local laws or regulations applicable to the conduct of its operations under the terms of this contract.
9. Default. Under this contract, default occurs when either party fails to keep, observe, or perform any material agreement, term, or provision of this contract to be kept, observed, or performed by it and such conduct continues for a period of thirty (30) days after written notice thereof by the other party.
10. Termination, Remedies Upon Default.
  - a. Upon default and in addition to any other remedies available to it on account of such event of default, either party may terminate this contract without further notice.

- b. A default by Contractor shall result in the requirement to return funds to the City and/or disqualification from future funding.
  - c. No right or remedy herein conferred upon or reserved to either of the parties is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative to any other right or remedy given hereunder or now or hereafter legally existing upon default. The failure of either party to insist upon the strict observance or performance of any of the provisions of this contract or to exercise any right or remedy provided in this contract shall not impair any such right or remedy nor be construed as a waiver or relinquishment thereof with respect to subsequent defaults. Every right and remedy given by this contract to the parties may be exercised from time to time and as often as may be deemed expedient by the parties.
11. Venue. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this contract may be brought against any of the parties in the courts of the State of Oklahoma, County of Garfield, or, if it has or can acquire jurisdiction, in the United States District Court for the Western District of Oklahoma, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.
12. Interpretation of Law. This contract shall be deemed to have been made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma.
13. Notices. Whenever notice is required to be given in writing, such notice shall be hand-delivered or mailed by certified mail, return receipt requested, and directed to the respective parties at the following addresses:
- |             |  |
|-------------|--|
| CITY:       | City Attorney<br>P.O. Box 1768<br>Enid, OK 73702   |
| CONTRACTOR: | Enid Metropolitan Area Human Services Commission, Inc.<br>c/o CDSA<br>114 S Independence AVE<br>Enid, OK 73701 |
- or at such other address as a party shall specify by like notice to the other party hereto. Notices shall be effective on the date of delivery.
14. Assignment. Neither party shall assign this contract or any interest herein without the express, written consent of the other party.

15. Indemnification and Hold Harmless. Contractor shall defend, indemnify and hold harmless the City and any and all officers, agents and employees of the City, against all damages, including but not limited to, any loss, liability, expense, suit, or claim for injury to persons or damages to property arising out of the activities of Contractor, its employees and agents under or in connection with this contract, whether or not any act or omission complained of is authorized, allowed or prohibited by Contractor and all reasonable expenses together with all damages and penalties thereto. Expenses shall include, without limitation, all out-of-pocket expenses, attorney's fees, witness fees, and discovery costs.
16. Construction. Captions and other headings contained in this contract are for reference and identification purposes only and do not alter, modify, amend, limit, or restrict the contractual obligations of the parties.
17. Integration and Amendments. This contract constitutes the entire agreement between the parties and may not be amended, altered, modified or changed in any way except in writing signed by all parties to this contract and which specifically references this contract. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this contract. No course of dealings involving the parties hereto and no usage of trade shall be relevant or admissible to interpret, supplement, explain or in any way vary any of the terms expressly set forth in this Agreement. Any amendment to this contract shall be attached to this contract and all of the terms in this contract not addressed in the amendment shall remain in full force and effect.
18. Binding Effect. This contract binds the parties and any successors and assigns of the parties.
19. Severability. If any one or more of the sections, sentences, clauses, or parts be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this contract.
20. Counterparts. This Contract may be executed in any number of counterparts, and when each party has signed and delivered to the other at least one (1) such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one (1) agreement; provided, however, this Contract shall not be binding upon the parties hereto until signed by all of the parties.
21. Third Party Beneficiaries. Nothing in this contract, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Agreement, except as provided expressly herein.
22. Good Faith and Best Efforts. City and Contractor agree to perform obligations under this Contract in good faith and to use their respective best efforts to ensure that the each perform in a timely manner.



23. Identity Theft Prevention. Contractor, for itself, successors, assigns, and subcontractors agree to familiarize themselves with 16 CFR § 681, Identity Theft Rules and 24 Okla. Stat. § 161 et seq., the Security Breach Notification Act. Contractor agrees to meet or exceed the guidelines set out in those laws, including, but not limited to, its policies and procedures regarding training of personnel, use of any personal information obtained, and reporting of “Red Flag” events.
24. Employment Verification. The City of Enid requires all contractors to verify that employees working pursuant to contracts with the City of Enid are legally authorized to work in the United States. Contractor agrees to verify and document the employment eligibility of all employees who may perform services pursuant to this Contract. Contractor also agrees to require all subcontractors who perform services under this Contract to verify and document the employment eligibility of all employees who may perform services pursuant to this Contract.
25. Governmental Tort Claims Act. By entering into this Agreement, City and its “employees,” as defined by the Governmental Tort Claims Act, 51 Okla. Stat. § 151 et seq., do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Agreement modifies and/or waives any provision of the Local Government Tort Claims Act.
26. Bargaining. The Lessor and the Lessee have had the opportunity to seek independent legal counsel before entering into this Contract. The language of this Contract shall be construed simply, according to its fair meaning, and not strictly for or against either party.

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

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

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

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

(SEAL)

ATTEST:

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

Approved as to form and legality:

\_\_\_\_\_  
Andrea L. Chism, City Attorney

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

"CONTRACTOR"  
Enid Metropolitan Area Human Services  
Commission, Inc.,  
an Oklahoma Non-Profit Corporation

\_\_\_\_\_  
Chairperson Signature

\_\_\_\_\_  
Printed Name

WITNESS:

\_\_\_\_\_  
Signature

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

CONTRACT FOR PUBLIC SERVICES BETWEEN THE CITY OF ENID AND  
ENID ARTS & SCIENCE FOUNDATION

THIS CONTRACT is made and entered into by and between the City of Enid, Oklahoma, an Oklahoma Municipal Corporation, hereinafter called "City", and Enid Arts & Science Foundation, d/b/a Leonardo's Discovery Warehouse, an Oklahoma Non-Profit Corporation, hereinafter called "Contractor."

**WHEREAS**, Leonardo's Discovery Warehouse has provided services to the residents of the City of Enid for over fifteen (15) years; and,

**WHEREAS**, in accordance with Okla. Const. Art. 10, §§ 14 and 17, the Mayor and Board of Commissioners of the City of Enid, Oklahoma, find that the Leonardo's Discovery Warehouse serves a proper public purpose, and;

**WHEREAS**, Leonardo's Discovery Warehouse desires to continue to provide public services to the residents of the City of Enid; and,

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

1. Engagement of Contractor. The City hereby engages Contractor for Contractor to perform certain public services for the benefit of the residents of the City of Enid. Contractor accepts such engagement pursuant to the terms and conditions set forth herein.
2. Scope of Engagement. The primary purpose of this contract is for Contractor to provide community services to the residents of the City of Enid. Contractor shall also strive to further economic development within Enid by sustaining, or increasing, the number of guests that visit from outside Enid. Contractor shall use its good faith and best efforts to fulfill the following work, goals, and priorities. Such scope of work shall include the following:
  - a. Family Membership Scholarship Program. Contractor shall provide, and continue to provide throughout the term of this Contract, a Family Membership Scholarship Program. Such program shall comply with the following minimum requirements:
    - 1) A minimum of thirty (30) Annual Family Membership Scholarships, shall be made available. Said annual scholarships shall cover up to five (5) family members per scholarship.

- a) Ten (10) scholarships shall be available to City of Enid Employees and administered through the City of Enid Human Resources Department.
  - b) Twenty (20) scholarships shall be available to residents of the City of Enid and administered through Contractor.
- 2) Applicants for Family Membership Scholarships shall be required to demonstrate “need” and an inability to pay in accordance with Housing and Urban Development (HUD) income qualifications and/or state assistance income qualifications.
  - 3) Recipients of Family Membership Scholarships shall receive their annual membership at no cost, but shall be required to pay the applicable taxes.
- b. Camp Leonardo’s. Contractor shall provide Camp Leonardo’s during the term of this Contract for a minimum of seven (7) weeks during June and July, as well as during the Enid Public Schools’ Spring. Such camp shall comply with the following minimum requirements:
- 1) Available to children ages four (4) through twelve (12).
  - 2) Three sessions shall be made available - morning, afternoon, and all-day.
  - 3) A minimum of ten percent (10%) of summer camp attendees shall receive scholarships.
    - a) Scholarship applicants shall be required to demonstrate “need” and an inability to pay in accordance with HUD income qualifications and/or state assistance income qualifications.
    - a) A scholarship shall cover the tuition for either the morning or afternoon session for one (1) child for one (1) week.
    - b) Additional weeks of attendance for scholarship recipients shall be made available at a cost of one-half (1/2) of the tuition rate.
- c. Oklahoma Museum Network. Contractor shall be, and continue to be throughout the term of this Contract, a member of the Oklahoma Museum Network.
- d. Bi-Annual Free Admission Day. Contractor shall provide one (1) free admission day twice per year. The date of the free admission shall be chosen by the Contractor.

- e. Remainder. Any remaining funds may be used for marketing that reaches beyond the corporate limits of the City of Enid. Incidental concurrent marketing within the corporate limits of the City of Enid is acceptable.
3. Term. This contract shall be effective from the 1st day of July, 2014, through the 30th day of June, 2015.
4. Compensation. The City and Contractor agree that Contractor will be compensated in the amount of twenty-five thousand dollars (\$25,000.00) to provide public services as described in Paragraph 2.
5. Payment to Contractor. Contractor shall present an invoice for payment of compensation to the City of Enid. The City shall pay such invoice within twenty (20) days of the first meeting of the Mayor and Board of Commissioners of the City of Enid after receipt of this invoice.
6. Independent Contractor Status of Contractor. Contractor is a separate, legal entity from the City and the parties make this contract accordingly. All persons working for Contractor under this contract shall be employees of Contractor and shall not be considered employees of the City. The hiring, discharge, supervision, and management of the employees of Contractor who provide services under this contract, including, but not limited to, the determination from time to time of the qualifications of such Contractor employees who are required to perform the duties of Contractor, and the establishment, revision, and administration of wage scales, rates of compensation, conditions of employment, and job and position descriptions with respect to all such employees of Contractor hereunder shall be within the sole direction of Contractor.
7. Non-Discrimination. The parties covenant (1) that no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this contract on the ground of race, color, age, sex, handicap, or national origin; and (2) that, in carrying out the terms and conditions of this contract, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or national origin.
8. Compliance with Laws. Contractor shall conduct its business under the terms of this contract in such a manner that it does not violate Federal, State, or local laws or regulations applicable to the conduct of its operations under the terms of this contract.
9. Default. Under this contract, default occurs when either party fails to keep, observe, or perform any material agreement, term, or provision of this contract to be kept, observed, or performed by it and such conduct continues for a period of thirty (30) days after written notice thereof by the other party.
10. Interpretation of Law. This contract shall be deemed to have been made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma.

11. Venue. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this contract may be brought against any of the parties in the courts of the State of Oklahoma, County of Garfield, or, if it has or can acquire jurisdiction, in the United States District Court for the Western District of Oklahoma, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.
12. Termination, Remedies Upon Default.
- a. Upon default and in addition to any other remedies available to it on account of such event of default, either party may terminate this contract without further notice.
  - b. A default by Contractor shall result in the requirement to return funds to the City and/or disqualification from future funding.
  - c. No right or remedy herein conferred upon or reserved to either of the parties is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative to any other right or remedy given hereunder or now or hereafter legally existing upon default. The failure of either party to insist upon the strict observance or performance of any of the provisions of this contract or to exercise any right or remedy provided in this contract shall not impair any such right or remedy nor be construed as a waiver or relinquishment thereof with respect to subsequent defaults. Every right and remedy given by this contract to the parties may be exercised from time to time and as often as may be deemed expedient by the parties.
13. Notices. Whenever notice is required to be given in writing, such notice shall be hand-delivered or mailed by certified mail, return receipt requested, and directed to the respective parties at the following addresses:

CITY: City Attorney  
P.O. Box 1768  
Enid, OK 73702

CONTRACTOR: Enid Arts & Science Foundation d/b/a  
Leonardo's Discovery Warehouse  
200 E. Maple  
Enid, Ok 73701

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

14. Indemnification and Hold Harmless. Contractor shall defend, indemnify and hold harmless the City and any and all officers, agents and employees of the City, against all damages, including but not limited to, any loss, liability, expense, suit, or claim for injury to persons or damages to property arising out of the activities of Contractor, its employees and agents under or in connection with this contract, whether or not any act or omission complained of is authorized, allowed or prohibited by Contractor and all reasonable expenses together with all damages and penalties thereto. Expenses shall include, without limitation, all out-of-pocket expenses, attorney's fees, witness fees, and discovery costs.
15. Assignment. Neither party shall assign this contract or any interest herein without the express, written consent of the other party.
16. Construction. Captions and other headings contained in this contract are for reference and identification purposes only and do not alter, modify, amend, limit, or restrict the contractual obligations of the parties.
17. Integration and Amendments. This contract constitutes the entire agreement between the parties and may not be amended, altered, modified or changed in any way except in writing signed by all parties to this contract and which specifically references this contract. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this contract. No course of dealings involving the parties hereto and no usage of trade shall be relevant or admissible to interpret, supplement, explain or in any way vary any of the terms expressly set forth in this Agreement. Any amendment to this contract shall be attached to this contract and all of the terms in this contract not addressed in the amendment shall remain in full force and effect.
18. Binding Effect. This contract binds the parties and any successors and assigns of the parties.
19. Severability. If any one or more of the sections, sentences, clauses, or parts be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this contract.
20. Counterparts. This Contract may be executed in any number of counterparts, and when each party has signed and delivered to the other at least one (1) such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one (1) agreement; provided, however, this Contract shall not be binding upon the parties hereto until signed by all of the parties.
21. Third Party Beneficiaries. Nothing in this contract, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Agreement, except as provided expressly herein.

22. Good Faith and Best Efforts. City and Contractor agree to perform obligations under this Contract in good faith and to use their respective best efforts to ensure that the each perform in a timely manner.
23. Identity Theft Prevention. Contractor, for itself, successors, assigns, and subcontractors agree to familiarize themselves with 16 CFR § 681, Identity Theft Rules and 24 Okla. Stat. § 161 et seq., the Security Breach Notification Act. Contractor agrees to meet or exceed the guidelines set out in those laws, including, but not limited to, its policies and procedures regarding training of personnel, use of any personal information obtained, and reporting of “Red Flag” events.
24. Employment Verification. The City of Enid requires all contractors to verify that employees working pursuant to contracts with the City of Enid are legally authorized to work in the United States. Contractor agrees to verify and document the employment eligibility of all employees who may perform services pursuant to this Contract. Contractor also agrees to require all subcontractors who perform services under this Contract to verify and document the employment eligibility of all employees who may perform services pursuant to this Contract.
25. Governmental Tort Claims Act. By entering into this Agreement, City and its “employees,” as defined by the Governmental Tort Claims Act, 51 Okla. Stat. § 151 et seq., do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Agreement modifies and/or waives any provision of the Local Government Tort Claims Act.
26. Bargaining. Both parties have had the opportunity to seek independent legal counsel before entering into this Contract. The language of this Contract shall be construed simply, according to its fair meaning, and not strictly for or against either party.

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

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

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

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

(SEAL)



ATTEST:

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

Approved as to form and legality:

\_\_\_\_\_  
Andrea L. Chism, City Attorney

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

"CONTRACTOR"  
Enid Arts & Science Foundation, d/b/a  
Leonardo's Discovery Warehouse,  
an Oklahoma Non-Profit Corporation

\_\_\_\_\_  
Julie P. Baird, Executive Director

WITNESS:

\_\_\_\_\_  
Signature

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