



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

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BOARD OF COMMISSIONERS

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NOTICE OF SPECIAL 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 special session at 5:00 p.m. on the 1st day of April, 2015, in the Council Chambers of the City Administration Building, located at 401 W. Owen K. Garriott Road in said city, and the agenda for said meeting is as follows:

**- AGENDA -**

**MAYOR AND BOARD OF COMMISSIONERS SPECIAL MEETING**

1. **CALL TO ORDER/ROLL CALL.**
2. **CONSIDER AND APPROVE A REIMBURSEMENT AGREEMENT WITH MILLENNIUM VENTURE GROUP OF DENVER, COLORADO, AND AC DEVELOPMENTS, LLC, OF WAUKOMIS, OKLAHOMA, FOR THE INSTALLATION OF PUBLIC IMPROVEMENTS.**
3. **DISCUSS AND REVIEW THE KAW LAKE ALTERNATE WATER SUPPLY DEVELOPMENT PROGRAM PROPOSAL PRESENTATIONS FROM THE TOP THREE FIRMS AND TAKE ANY NECESSARY ACTION, PROJECT NO. W-1412.**
4. **ADJOURN.**

**City Commission Special Meeting**

2.

**Meeting Date:** 04/01/2015

**Submitted By:** Andrea Chism, City Attorney

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**SUBJECT:**

**CONSIDER AND APPROVE A REIMBURSEMENT AGREEMENT WITH MILLENNIUM VENTURE GROUP OF DENVER, COLORADO, AND AC DEVELOPMENTS, LLC, OF WAUKOMIS, OKLAHOMA, FOR THE INSTALLATION OF PUBLIC IMPROVEMENTS.**

**BACKGROUND:**

While developing the commercial project at North Cleveland Street and West Chestnut Avenue, MVG installed public improvements, and intends to install additional public improvements, over and above what are required by Enid ordinances. MVG wants the City to reimburse it for those costs. This agreement would provide \$250,000.00 from AC Developments, LLC, and additional funds from the Enid Economic Development Authority (EEDA). EEDA's portion would be paid in three (3) annual payments.

**RECOMMENDATION**

Approve and execute contract.

**PRESENTER:**

Jerald Gilbert, City Manager

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**Attachments**

MVG Agreement

Exhibit A

Exhibit B

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REIMBURSEMENT AGREEMENT  
for  
OFFSITE IMPROVEMENTS ON BEHALF OF THE CITY OF ENID

This Reimbursement Agreement (“Agreement”) is entered into by and among the City of Enid, Oklahoma, a Municipal Corporation (the “City”), the Enid Economic Development Authority, a public trust (“EEDA”) and Millennium Venture Group, Inc. d/b/a MVG Development, a Colorado Corporation (“MVG”) and AC Developments, LLC, an Oklahoma Limited Liability Company (“AC Developments”).

**RECITALS**

**WHEREAS**, MVG is developing commercial property at are near the intersection of Chestnut Avenue and Cleveland Street in Enid Oklahoma (the “Development”); and,

**WHEREAS**, the Development requires the placement of certain public improvements, both on private property and on the public right of way; and,

**WHEREAS**, MVG and the City desire to share in the cost of those improvements; and,

**WHEREAS**, the Planned Unit Development approved by the City requires AC Developments to participate financially in certain public improvements; and,

**WHEREAS**, within and subject to the constraints of applicable state law, the EEDA represents that the EEDA will make the payments specifically set forth herein; and,

**WHEREAS**, the EEDA’s sources for funding will be from sales tax revenues, as such taxes are collected by the City and transferred to the EEDA; and,

**WHEREAS**, the parties acknowledge that the City cannot legally obligate itself to appropriate or otherwise allocate any future City sales tax or other monies to the EEDA in any fiscal year than the current or on other than a year-to-year basis.

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

1. Plans and Cost Estimates. MVG has developed plans and cost estimates covering the improvements (the “Project”), which are attached hereto as Exhibits “A” and “B” and incorporated as if fully set out herein. MVG shall ensure that the Project is completed in accordance with the plans. MVG’s estimate for the entire Project is six hundred thirty-six thousand two hundred sixty-nine dollars and twenty-five cents (\$636,269.25). This Agreement is prepared to authorize this reimbursement to MVG for the cost of the Project completed for the City above and beyond what is required by City ordinances.

2. Timeline for Completion. MVG agrees that the Project will be complete and ready for the City's acceptance not later than May 31, 2015.
3. Reimbursement Amount:
  - a. AC Developments shall reimburse MVG in the amount of two hundred and fifty thousand dollars (\$250,000.00).
  - b. The EEDA shall reimburse MVG for the actual cost attributable to the City's portion of the Project, not to exceed three hundred eighty-six thousand two hundred sixty-nine dollars and twenty-five cents (\$386,269.25).
4. Manner of Reimbursement; Timing of Payment.
  - a. MVG shall submit an invoice to AC Developments. AC Developments shall pay such invoice within thirty (30) days of receipt.
  - b. The EEDA shall reimburse MVG over the course of three (3) years. Upon completion of the Project, MVG shall submit an invoice to the EEDA. The invoice must include a detailed cost breakdown, copies of paid invoices and copies of supporting payments, as well as the total cost of all work done. One-third shall be paid within thirty (30) days of receipt, one-third shall be due one (1) year later and the final one-third shall be due two (2) years after the first payment. MVG shall be responsible for sending an annual written claim for payment to EEDA. Unless disputed, each claim shall be honored within approximately thirty (30) days of receipt. Should the City or the EEDA dispute any portion of the invoice or a claim for payment, the undisputed portion shall be paid and said dispute shall be submitted to MVG in writing.
5. Release and Hold Harmless. The amount AC Developments has agreed to reimburse MVG represents the funds AC Developments previously agreed to pay to the City for the improvement of the intersection of North Cleveland Street and West Chestnut Avenue. Upon proof of full payment to MVG by AC Developments, the City releases and holds harmless AC Developments from the financial commitment only made to the City in the Planned Unit Development Statement.
6. Year-to-Year Agreement. Notwithstanding any provision contained herein, the parties hereto expressly declare their intention that the covenants of the City regarding the transfer of sales tax revenues to the EEDA shall not constitute a debt or obligation of the City in violation of Article X, Section 26 of the Oklahoma Constitution, but that the payments to be made by EEDA to MVG shall be payable hereunder only to the extent that funds are appropriated by the governing body of the City in any given fiscal year.
7. 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.

8. Venue. 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.

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

City:

City of Enid  
P.O. Box 1768  
Enid, OK 73702

MVG:

Millennium Venture Group, Inc.  
1309 York ST, STE 300  
Denver, CO 80206

EEDA:

Enid Economic Development Authority  
P.O. Box 1768  
Enid, OK 73702

AC Developments

AC Developments  
P.O. Box 160  
Waukomis, OK 73773

or at such other address as a party shall specify by like notice to the other party hereto. In the event that either party is unable to provide notice at the addresses above, written notice to the party's registered service agent shall satisfy the requirements of this Paragraph.

10. Integration, Amendments, and Interpretation. This Agreement 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 Agreement and which specifically references this Agreement. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this Agreement. 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 Agreement shall be attached to this Agreement and all of the terms in this Agreement not addressed in the amendment shall remain in full force and effect.

11. Binding Effect. This Agreement binds the parties and any successors and assigns of the parties.

12. Severability. If any one or more of the sections, sentences, clauses, or parts of this Agreement 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 Agreement.

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

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

**- SEPARATE SIGNATURE PAGES FOLLOW -**

DRAFT

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

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

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

(SEAL)

ATTEST:

\_\_\_\_\_  
Linda S. Parks, City Clerk

Approved as to Form and Legality:

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

DRAFT

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

“EEDA”  
The Enid Economic Development Authority,  
a Public Trust

\_\_\_\_\_  
William E. Shewey, Chairman

(SEAL)

ATTEST:

\_\_\_\_\_  
Linda S. Parks, Secretary

Approved as to Form and Legality:

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



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

“MVG”  
Millennium Venture Group, Inc.,  
d/b/a MVG Development,  
a Colorado Corporation

\_\_\_\_\_  
Signature

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

(CORPORATE SEAL)

ATTEST:

\_\_\_\_\_  
Signature

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

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

“AC Developments”  
AC Developments, LLC,  
an Oklahoma Limited Liability Company

\_\_\_\_\_  
Signature

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

WITNESS:

\_\_\_\_\_  
Signature

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

DRAFT

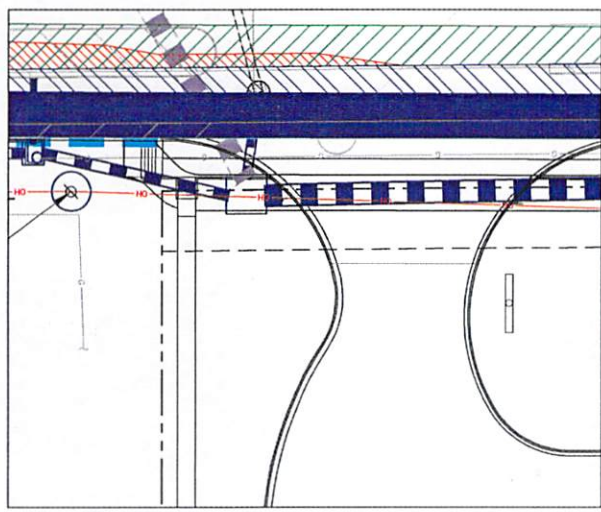
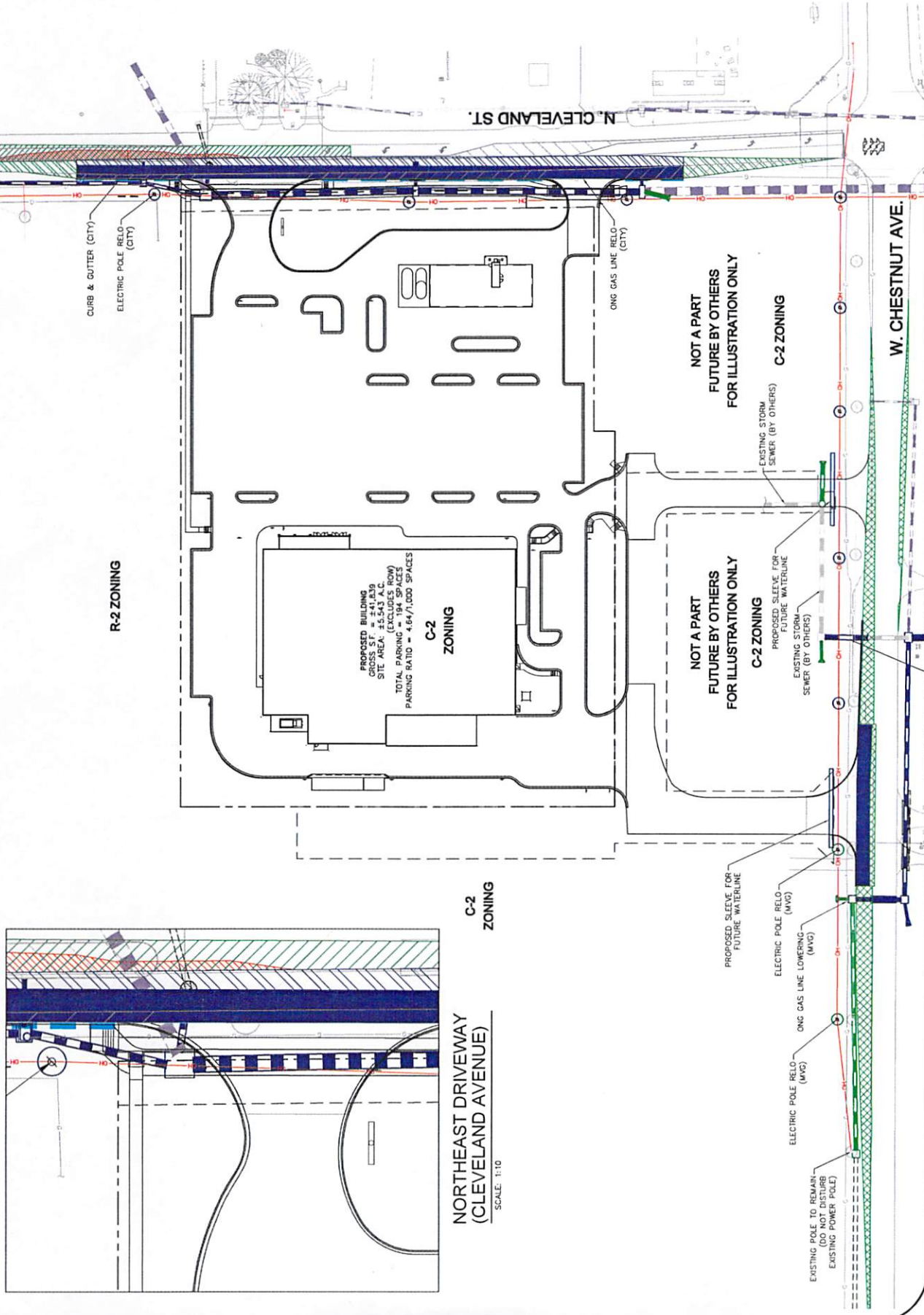


GRAPHIC SCALE IN FEET  
0 25 50 100

**LEGEND**

- PROPERTY LINE
- RIGHT OF WAY
- EXISTING GAS LINE
- EXISTING OVERHEAD ELECTRIC LINE
- EXISTING POWER POLE
- DOE ELECTRIC RELOCATION, WORK BY OTHERS
- EXISTING TRAFFIC SIGNAL
- CURB & GUTTER IMPROVEMENTS
- STORM SEWER IMPROVEMENTS
- STORM SEWER IMPROVEMENTS
- FUTURE STORM SEWER IMPROVEMENTS
- CONCRETE PAVEMENT IMPROVEMENTS
- TEMPORARY ASPHALT PAVEMENT IMPROVEMENTS
- TEMPORARY ASPHALT PAVEMENT IMPROVEMENTS
- TEMPORARY AND PERMANENT ASPHALT PAVEMENT IMPROVEMENTS
- MILL & OVERLAY
- TEMPORARY ASPHALT LEVELING
- ELECTRIC POLE RELOCATION
- ELECTRIC POLE RELOCATION

**N. CLEVELAND STREET AND W. CHESTNUT AVENUE INTERSECTION PLANS**



**NORTHEAST DRIVEWAY  
(CLEVELAND AVENUE)**  
SCALE: 1:10

ENID, OK (CLEVELAND & CHESTNUT)  
OFF-SITE EXHIBIT  
03/02/2015

**Kimley»Horn**  
© 2015 KIMLEY-HORN AND ASSOCIATES, INC.  
990 SOUTH BROADWAY, SUITE 200, DENVER, CO 80209  
PHONE: 303-228-2500

**WALMART ENID OFFSITE PAY QUANTITIES - CLEVELAND CHESTNUT STREET 12/16/14**

DESCRIPTION	Offsite Ordinance Compliance Plan		Offsite Approved Construction Plan		DELTA & COE Benefit
		Ordinance Compliance Plan Total		Approved Construction Plan Total	
DEMOLITION / SITE PREP		\$ 124,474		\$ 140,075	\$ 15,601
SWPP		18,871		20,700	1,829
PAVING		223,894		415,091	164,349
REWORK AVOIDANCE (15%)					33,584
CURB & GUTTER				26,848	26,848
STORM SEWER		208,676		563,757	355,081
STAKING AND CONSTRUCTION		60,103		88,571	28,468
SIGNAGE		1,747		1,747	-
STRIPING		16,774		16,774	-
TRAFFIC CONTROL		16,398		26,908	10,509
	TOTAL	\$ 670,937		TOTAL \$ 1,273,623	
					636,269.2478
				AC DEVELOPMENT	250,000.00
				REIMBURSE VALUE	386,269.25

## **City Commission Special Meeting**

3.

**Meeting Date:** 04/01/2015

**Submitted By:** Krista Beasley, Executive Assistant

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### **SUBJECT:**

**DISCUSS AND REVIEW THE KAW LAKE ALTERNATE WATER SUPPLY DEVELOPMENT PROGRAM PROPOSAL PRESENTATIONS FROM THE TOP THREE FIRMS AND TAKE ANY NECESSARY ACTION, PROJECT NO. W-1412.**

### **BACKGROUND:**

The City of Enid received six qualified responses to the Kaw Lake Request For Proposal (RFP). The City evaluated the proposals and identified the top three firms at the March 13, 2015 Special Meeting. The top three firms will produce presentations to the Commission. The best qualified firm will complete the Phase I objectives, which include establishing program management process and controls, conducting the preliminary engineering, and initiating the permitting process.

### **RECOMMENDATION**

Identify the best qualified firm.

### **PRESENTER:**

Christopher Gdanski, Director of Engineering.

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