



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 MEETINGS

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

Notice is hereby given that the Mayor and Board of Commissioners of the City of Enid, Oklahoma, the Trustees of the Enid Municipal Authority, a Public Trust and the Trustees of the Enid Economic Development Authority, a Public Trust, will meet in regular session, and the Trustees of the Enid Public Transportation Authority, a Public Trust, will meet in special session at 6:30 p.m. on the 3rd day of November, 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 REGULAR MEETING

1. CALL TO ORDER/ROLL CALL.
2. INVOCATION.
3. FLAG SALUTE.
4. CONSIDER APPROVAL OF MINUTES OF THE REGULAR COMMISSION MEETING OF OCTOBER 20, 2015 AND THE SPECIAL COMMISSION MEETING OF OCTOBER 29, 2015.
5. AWARDS, PRESENTATIONS, PROCLAMATIONS, AND ORGANIZATIONAL BUSINESS.
  1. PRESENT PET AVAILABLE FOR ADOPTION AT THE CITY ANIMAL SHELTER.
6. HEARINGS.

1. **CONDUCT A HEARING REZONING PROPERTY FOR PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 7 WEST, INDIAN MERIDIAN LOCATED AT 725 KL DRIVE FROM "C-2" PLANNED BUSINESS CENTER AND "R-7" RESIDENTIAL MULTI-FAMILY DISTRICT TO "C-3" GENERAL COMMERCIAL DISTRICT.**

**7. COMMUNITY DEVELOPMENT.**

1. **CONSIDER AN ORDINANCE TO REZONE PROPERTY FOR PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 7 WEST, INDIAN MERIDIAN LOCATED AT 725 KL DRIVE FROM "C-2" PLANNED BUSINESS CENTER DISTRICT AND "R-7" RESIDENTIAL MULTIFAMILY DISTRICT TO "C-3" GENERAL COMMERCIAL DISTRICT.**
2. **CONSIDER A SIDEWALK VARIANCE FOR SARAH JONES LOCATED AT 2314 SHERRY LEE, DESCRIBED AS LOT 4, BLOCK 1, NORTH MARK ESTATES.**

**8. ADMINISTRATION.**

1. **AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 6, ENTITLED "BICYCLES AND PLAY VEHICLES," CHAPTER 10, ENTITLED "MOTOR VEHICLES AND TRAFFIC," SECTION 6-10-14, ENTITLED "EQUIPMENT," TO REQUIRE BICYCLE RIDERS TO USE CERTAIN EQUIPMENT BETWEEN ONE-HALF HOUR BEFORE SUNSET UNTIL ONE-HALF HOUR AFTER SUNRISE TO IMPROVE RIDER SAFETY.**
2. **AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 4, ENTITLED "HEALTH AND SANITATION," CHAPTER 5, ENTITLED "WEEDS AND NOXIOUS MATTER," SECTION 4-5-1, ENTITLED "DEFINITIONS," TO AMEND THE DEFINITION OF TRASH AND TO INCLUDE ALLEYS AS A TRAFFIC HAZARD WHEN NOT MAINTAINED BY THE OWNER; AMENDING TITLE 4, ENTITLED "HEALTH AND SANITATION," CHAPTER 5, ENTITLED "WEEDS AND NOXIOUS MATTER," SECTION 4-5-8, ENTITLED "TRASH AND WEED ACCUMULATION," TO INCLUDE ALLEYS AS A TRAFFIC AND FIRE HAZARD WHEN NOT MAINTAINED BY THE OWNER AND TO REPLACE THE CLASS SYSTEM OF VIOLATIONS WITH SPECIFIC PENALTIES.**
3. **AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 1, ENTITLED "ADMINISTRATION," CHAPTER 11, ENTITLED "MUNICIPAL COURT" SECTION 1-11-10, ENTITLED "BAIL BOND PROCEDURE," TO CORRECT GRAMMAR AND CREATE A LIST OF ARRESTABLE AND MANDATORY APPEARANCE OFFENSES.**
4. **AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 4, ENTITLED "HEALTH AND SANITATION" CHAPTER 4, ENTITLED "NUISANCES," SECTION 4-4-1, TO AMEND NUISANCES THAT AFFECT THE OCCUPANTS OF BUILDINGS, INCLUDE NUISANCES THAT INTERFERE WITH STORMWATER, TO INCLUDE NUISANCES THAT POSE A DANGER TO ANY PERSONS, TO REMOVE RODENTS AND VERMIN AND INCLUDE THEM UNDER "BLIGHTS," INCLUDING BLIGHTS TO ELIMINATE CONDITIONS POSING A SERIOUS THREAT TO THE SAFETY, HEALTH, AND OR GENERAL WELFARE OF THE COMMUNITY.**

5. **AN ORDINANCE AMENDING ENID MUNICIPAL CODE 2014, TITLE 2, ENTITLED “FINANCE AND TAXATION”; CHAPTER 6, ENTITLED “FEE SCHEDULE”, ARTICLE C, ENTITLED “CITY SERVICES AND FACILITIES”, SECTION 2-6C-1, ENTITLED “AIRPORT”, TO INCREASE RATES, PROVIDING FOR REPEALER, SAVINGS CLAUSE; SEVERABILITY AND CODIFICATION.**
  
6. **AWARD A CONTRACT TO MIES CONSTRUCTION INC., WICHITA, KANSAS, IN THE AMOUNT OF \$396,538.85, FOR THE SOUTHWEST ENID – BASIN 2F EXTENSION PROJECT, PROJECT NO. S-1506A, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS AFTER REVIEW BY THE CITY ATTORNEY.**
  
9. **CONSENT.**
  
1. **APPROVE CHANGE ORDER NO. 1 WITH NOWAK CONSTRUCTION CO., INC., GODDARD, KANSAS, IN THE DEDUCT AMOUNT OF \$29,688.00.00, AND ACCEPT THE SANITARY SEWER LINE REPAIR AT SOUTH GRAND AVENUE AND FRANTZ AVENUE, PROJECT NO. S-1602.**
  
2. **EXECUTE AN AGREEMENT WITH THE UNITED STATES DEPARTMENT OF THE INTERIOR, IN THE AMOUNT OF \$19,500.00, FOR THE GEOLOGICAL SURVEY FOR THE STREAM MONITORING PROGRAM ON SKELETON CREEK.**
  
3. **ACCEPT THE SANITARY SEWER EXTENSION TO SERVE THE STONEBRIDGE RESIDENTIAL DEVELOPMENT, BLOCKS 1-3, PROJECT NO. S-1420A.**
  
4. **AWARD AND EXECUTE CONTRACTS FOR SERVICES BETWEEN THE CITY OF ENID COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND SANDBOX LEARNING CENTER; BOOKER T. WASHINGTON COMMUNITY CENTER (BTW); AND COMMUNITY DEVELOPMENT SUPPORT ASSOCIATION (CDSA) TO ADMINISTER THE B-15-40-0006 GRANT FUNDED ACTIVITIES.**
  
5. **AWARD AND EXECUTE MEMORANDUMS OF UNDERSTANDING FOR SERVICES BETWEEN THE CITY OF ENID COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND ENID PUBLIC TRANSPORTATION AUTHORITY (EPTA) AND PARKS DEPARTMENT TO ADMINISTER B-15-40-0006 GRANT FUNDED ACTIVITIES.**
  
6. **CONSIDERATION AND DENIAL OF TORT CLAIM OF MARCIA K. GROGAN.**
  
7. **CONSIDERATION AND DENIAL OF TORT CLAIM OF JOHN F. TAYLOR.**
  
8. **APPROVE CHANGE ORDER NO. 1 WITH THE FIELD SHOP, LITTLE ROCK, ARKANSAS, IN THE DEDUCT AMOUNT OF \$3,431.00, FOR EQUIPMENT PURCHASES FOR THE ENID TELEVISION NETWORK (ETN), PROJECT M-1414A.**

9. ENTER INTO AN AGREEMENT WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION TO PARTICIPATE IN FEDERAL-AID PROJECTS FOR THE CONSTRUCTION OF SAFETY IMPROVEMENTS AT THE RAILROAD CROSSING LOCATED AT NORTH CLEVELAND STREET AND AUTHORIZE THE PAYMENT IN THE AMOUNT OF \$21,794.00.
10. APPROVAL OF CLAIMS IN THE AMOUNT OF \$1,137,406.55.
10. RECESS TO CONVENE AS THE ENID MUNICIPAL AUTHORITY.
11. TRUSTEES OF THE ENID MUNICIPAL AUTHORITY REGULAR MEETING.
12. ENID MUNICIPAL AUTHORITY REGULAR MEETING.
  1. APPROVE AND EXECUTE A WATER PURCHASE CONTRACT BETWEEN THE ENID MUNICIPAL AUTHORITY AND THE GARBER MUNICIPAL AUTHORITY.
  2. APPROVAL OF CLAIMS IN THE AMOUNT OF \$205,554.57.
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.
  1. APPROVAL OF CLAIMS IN THE AMOUNT OF \$727,554.25.
16. ADJOURN TO CONVENE AS THE ENID PUBLIC TRANSPORTATION AUTHORITY.
17. TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY REGULAR MEETING.
18. ENID PUBLIC TRANSPORTATION AUTHORITY REGULAR MEETING.
  1. APPROVAL OF CLAIMS IN THE AMOUNT OF \$1,046.34.
19. ADJOURN TO RECONVENE AS THE ENID CITY COMMISSION.
20. PUBLIC DISCUSSION.

21. **CONSIDER CONVENING INTO EXECUTIVE SESSION PURSUANT TO 25 O.S. § 307(C)(10), TO DISCUSS MATTERS PERTAINING TO ECONOMIC DEVELOPMENT, BECAUSE PUBLIC DISCLOSURE WILL VIOLATE THE CONFIDENTIALITY OF THE BUSINESS; AND PURSUANT TO 25 O.S. §307(B)(1), TO DISCUSS "THE EMPLOYMENT, HIRING, APPOINTMENT, PROMOTION, DEMOTION, DISCIPLINING, OR RESIGNATION OF ANY INDIVIDUAL SALARIED PUBLIC OFFICER OR EMPLOYEE," TO PERFORM A PERFORMANCE REVIEW OF CITY MANAGER JERALD GILBERT, AND TO RECONVENE INTO REGULAR SESSION TO TAKE ANY NECESSARY ACTION.**
  
22. **ADJOURN.**

**City Commission Meeting**

**4.**

**Meeting Date:** 11/03/2015

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

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**SUBJECT:**

**CONSIDER APPROVAL OF MINUTES OF THE REGULAR COMMISSION MEETING OF OCTOBER 20, 2015 AND THE SPECIAL COMMISSION MEETING OF OCTOBER 29, 2015.**

**BACKGROUND:**

**RECOMMENDATION**

**PRESENTER:**

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**Attachments**

10-20-2015 Minutes

10-29-2015 Minutes

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MINUTES OF REGULAR MEETING OF 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  
HELD ON THE 20TH DAY OF OCTOBER 2015

The Mayor and Board of Commissioners of the City of Enid, County of Garfield, State of Oklahoma, Trustees of the Enid Municipal Authority, a Public Trust, and the Trustees of the Enid Economic Development Authority, a Public Trust, met in regular 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 6:30 P.M. on the 20th day of October 2015, pursuant to notice given by December 15, 2014 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 19th day of October 2015.

-MAYOR AND BOARD OF COMMISSIONERS-

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

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

ABSENT: None.

Staff present were City Manager Jerald Gilbert, Assistant City Manager Joan Riley, City Clerk Linda Parks, Director of Engineering Services Christopher Gdanski, Chief Financial Officer Erin Crawford, Public Works Director Billy McBride, Public Utilities Director Louis Mintz, Planning Administrator Chris Bauer, Police Chief Brian O'Rourke, Director of Marketing and Public Relations Steve Kime, Director of Human Resources Sonya Key, and Ex-Officio Member Col. Clark Quinn.

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Pastor Dan Luske from Grace Ministries gave the Invocation, and Mr. Billy McBride led the Flag Salute.

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Motion was made by Commissioner Ezzell and seconded by Commissioner Vanhooser to approve the minutes of the regular Commission meeting of October 6, 2015, and special Commission meeting of October 13, 2015, and the vote was as follows:

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

NAY: None.

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Officer David Handley presented “Daisy,” a two-year old Walker Hound mix, available for adoption at the Enid Animal Shelter.

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A hearing was held regarding an ordinance amending Section 11-14-8B in Section 8, Chapter 14, Title 11 of the Enid Municipal Code, 2014, entitled “Commercial Vehicles,” to allow residents in residential areas who use a small commercial vehicle frequently for work, to park where they reside.

City Attorney Andrea Chism explained that the ordinance would allow one commercial vehicle per residence to be parked in the street, if the resident was required to drive a commercial vehicle to and from his/her home, or if the resident owned and operated a business. The ordinance would also provide that the vehicles must not exceed eight feet in height or twenty feet in length, and shall not have an attached trailer.

There being no further comments, the hearing concluded.

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Motion was made by Commissioner Vanhooser and seconded by Commissioner Brownlee to approve a request from Garfield Elementary School to designate 7th Street, traveling south from East 2nd



Pine Street to East Elm Street, as a one-way street between 7:00 A.M. to 4:00 P.M. during school hours only.

It was noted that the Traffic Control Department had recommended approval of the request, and further noted that the Metropolitan Area Planning Commission unanimously recommended approval of the request at their meeting of September 21, 2015.

Following brief discussion, the vote was taken as follows:

AYE: Commissioners Janzen, Brownlee, Ezzell, Timm, Vanhooser and Mayor Shewey.

NAY: Commissioner Wilson.

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Motion was made by Commissioner Brownlee and seconded by Commissioner Ezzell to remove from the table an appeal by the Kenwood Historic Neighborhood Association regarding a certificate of appropriateness issued by the Historic Preservation Commission for on-site parking at 316 North Adams, which was tabled at the September 1, 2015 regular Commission meeting, and the vote was as follows:

AYE: Commissioners Janzen, Brownlee, Ezzell, Timm, Vanhooser and Mayor Shewey.

NAY: Commissioner Wilson.

Planning Administrator Chris Bauer explained that this item had been discussed in great detail on September 1, 2015, at which time the parking issue had been tabled to allow Mr. Gene Long, the property owner, to seek rezoning. He stated that Mr. Long was in the process of doing that. He also stated that because this involved multi-family rezoning, State Statutes required that all property owners within one-quarter mile of the proposed rezoning be notified. He went on to say that over 500 properties had been identified to be certified, and stated he was hopeful this process would be completed in time to place the request on the November Metropolitan Area Planning Commission meeting, and the December 1st Commission meeting for consideration.

Mr. Bauer stated that the issue before commissioners was to reconsider the certificate of appropriateness which was approved by the Historic Preservation Commission at their meeting on August

13, 2015, and further appealed by the Kenwood Historic Neighborhood Association. If the appeal was upheld by commissioners, then Mr. Long would be unable to establish the on-site parking as requested.

Commissioner Wilson stated that it had come to her attention since the item had been tabled, that the Historic Preservation Commission had indicated that they were now not necessarily in favor of the rezoning because of previous issues they were unaware of. Additionally, it was her understanding that the Kenwood District was now opposed to the rezoning. She also stated that it was her understanding that there had already been concrete poured over the easement, and in her opinion felt there were more issues there than just a simple driveway being put in. She stated that approving the parking before the zoning was premature. She didn't care if Mr. Long had parking there. However, that wasn't the issue. The issue was that procedures needed to be followed, and the Historic Preservation Commission needed to be mindful of the guidelines they were supposed to follow.

Following discussion, Commissioner Wilson again reiterated that the zoning should be decided first, and then the parking. If the zoning wasn't granted, then Mr. Long didn't need the amount of parking he was requesting.

Motion was made by Commissioner Vanhooser to deny the appeal by the Kenwood Historic Neighborhood Association.

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

AYE: Commissioners Brownlee, Ezzell, Timm, Vanhooser and Mayor Shewey.

NAY: Commissioners Janzen and Wilson.

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Discussion was held regarding a resolution amending the 2015-2016 General Fund Budget by appropriating additional funds in the amount of \$604,924.00 in the Capital Replacement Department to fund the purchase of property located at 115 West Park Avenue.

City Attorney Andrea Chism was asked to explain what would happen if commissioners denied the resolution.

Ms. Chism explained that if commissioners denied the resolution, the budget would not be amended. The City would not get the property, and would then have to address inverse condemnation claims made by the owner.

Commissioner Ezzell stated that he didn't feel that the City should make the purchase, and implored those commissioners who previously voted to purchase the property to deny the resolution.

Motion was then made by Commissioner Vanhooser to approve the resolution as presented.

Motion was seconded by Commissioner Brownlee.

Commissioner Timm stated that he felt the purchase was a waste of money.

Commissioner Brownlee agreed. However, he stated that he had spoken with Mr. Brent Kisling and Ms. Lisa Powell from the Enid Regional Development Alliance, and they were shocked that this was such a controversial issue because it had such a significant impact to the downtown area. He stated that this was part of the vision for downtown, and they had sold the downtown development as being part of that vision. He went on to say that he felt there would be significant problems with the downtown hotel development if the purchase was not made.

Commissioner Ezzell stated that commissioners had to weigh their priorities. He felt that they could still own the property at some point. However, this was too much money, and he felt they could do better. He reminded commissioners that the Kaw waterline was the most important thing they were trying to do right now. They had spent too many hours fighting over budget cuts at the beginning of the year to save millions of dollars in interest on the project. This would rob the unrestricted Enid Municipal Authority fund that they had fought tooth and nail to bump up.

Commissioner Brownlee stated that if commissioners had any reason to believe that the downtown hotel would not go through if the purchase was not approved, that was a significant risk. If commissioners weren't upholding the things that they had said they would do, the developer could back out at any point. He stated that he didn't want to spend the money either. However, it was part of a

bigger plan. People were relying on this to happen. That was what the Commission, up until this point, had sold as the vision for downtown.

There being no further discussion, the vote was as follows:

AYE: Commissioners Brownlee, Wilson, Vanhooser and Mayor Shewey.

NAY: Commissioners Janzen, Ezzell and Timm.

(Copy Resolution)

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Motion was made by Commissioner Vanhooser and seconded by Commissioner Brownlee to approve a resolution establishing a sanitary sewer excess capacity development agreement and capital recovery district for the City of Enid associated with the Southwest Enid-Basin 2F Extension Project, Project No. S-1506.

City Engineer Robert Hitt explained that if approved, the resolution would authorize staff to proceed with establishing a capital recovery district for sanitary sewer improvements in the southwest part of Enid, identified as Basin 2F. He explained that the purpose of capital recovery was to provide a means for a developer, whether private or a public entity, to recover costs of excess capacity in certain public improvements. In this case, for the above referenced project, the City of Enid was the developer. As future users tied into the improvement, they would be assessed a fee for their proportionate share of the costs of the improvement.

Mr. Hitt presented an overall plan view of the project. He explained that the project would provide approximately 3,900 feet of pipeline extension, servicing an estimated 368 acres of land, with peak flow capacity provided by the sewer line at 527 GMP.

A boundary description of the project was provided by Mr. Hitt. He stated that 27.22 acres east of Garland Road would be served by the line extension up to (along) Garland Road, behind Lowes. The basin boundary would continue on the south side of Wal-Mart, then north and across the middle of the lot just to the west of Wal-Mart, following the Basin 2G boundary. The boundary would then extend west

along Garriott Road to the last tract of property at Garriott Road and Wheatridge Road, and angle back to the south to Wheatridge Road. The boundary would continue south along Wheatridge Road down to about 1/4 mile north of Rupe Avenue, east to Garland Road, and back along Garland Road to its original point of beginning. The 27.22 acres east of Garland Road, plus the 341 acres on the west side of Garland Road, would make up the total 368 acres in the basin as presented.

Mr. Hitt explained that capacity fees would be based on the user's share of peak flow capacity, and collected from future users at the time of connection. Based on an \$800,000.00 total project cost, a single-family residence fee to connect to the sewer system would be approximately \$1,000.00, which could be paid over a term of 20 years.

Mr. Hitt stated that upon approval of the resolution establishing capital recovery for the basin, notice would be provided to property owners, and the application would go before the Metropolitan Area Planning Commission and City Commission for approval. Improvements would be completed and final notice would be made to the property owners. The capital recovery fee would be established by resolution, and notice of fees would be filed in the land records of the property owners.

Following discussion, the vote was taken as follows:

AYE: Commissioners Janzen, Ezzell, Brownlee, Timm, Wilson and Vanhooser.

NAY: Mayor Shewey.

(Copy Resolution)

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Motion was made by Commissioner Ezzell and seconded by Commissioner Wilson to approve a resolution ratifying and adopting the First 2015 Amendment to the City of Enid, Oklahoma Retirement Plan, to restate the Retirement Plan and provide for compliance with Internal Revenue Service and Federal regulations, and the vote was as follows:

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

NAY: None.

(Copy Resolution)

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Motion was made by Commissioner Timm and seconded by Commissioner Vanhooser to remove from the table the restructuring of the Community Development Block Grant Program, which was tabled at the September 15, 2015 regular Commission meeting, and the vote was as follows:

AYE: Commissioners Janzen, Brownlee, Timm, Wilson, Vanhooser and Mayor Shewey.

NAY: None.

Commissioner Ezzell absent from vote.

Motion was made by Commissioner Vanhooser and seconded by Commissioner Wilson to reaffirm prior action taken by the Mayor and Board of Commissioners, at their meeting of October 6, 2015, to approve Option No. 2, restructuring the Community Development Block Grant Program funding allocation process.

NOTE: Option 2, as approved, is as follows: Repayment of the Section 108 Loan and funding for the administration of the Program will be allocated first. The remainder of the funding will be distributed according to the Five-Year Consolidated Plan, with fifty percent (50%) of the remaining funds to be used to support City of Enid identified infrastructure and public facilities projects, and with up to fifty percent (50%) to be used for housing and homeless prevention projects.

The vote was taken as follows:

AYE: Commissioners Janzen, Brownlee, Timm, Wilson, Vanhooser and Mayor Shewey.

NAY: None.

Commissioner Ezzell absent from vote.

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Motion was made by Commissioner Vanhooser and seconded by Commissioner Wilson to approve a resolution dissolving the Community Development Block Grant Funding Commission, and the vote was as follows:

AYE: Commissioners Brownlee, Timm, Wilson, Vanhooser and Mayor Shewey.

NAY: Commissioner Janzen.

Commissioner Ezzell absent from vote.

(Copy Resolution)

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Motion was made by Commissioner Vanhooser and seconded by Commissioner Janzen to remove from the table an ordinance amending the Enid Municipal Code, 2014, creating Title 11, entitled "Zoning," Chapter 17, entitled "Fencing," Sections 11-17-1 through 11-17-9, to provide for general standards and regulations for fencing; providing for repealer, savings clause, severability and codification, which was tabled at the September 15, 2015 regular Commission meeting, and the vote was as follows:

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

NAY: None.

Motion was made by Commissioner Vanhooser to adopt said ordinance with the modification of removing the six-foot limitation on both the front and rear fencing.

Motion was seconded by Commissioner Brownlee.

Commissioner Vanhooser further stated that his motion included the grandfathered version of the ordinance with the four-year time window.

Commissioner Brownlee stated that his second remained.

Commissioner Ezzell stated that he would be voting NO on any iteration of the ordinance. He stated that this was one of those times when the City had gone too far with the zoning, with the regulation, and with the Code, and he felt commissioners were exceeding what they should be doing.

Commissioner Janzen stated that he could accept the ordinance if it didn't have the grandfather clause. He stated that all fences going forward should be a certain standard. However, to go back and tell residents that the fences that they had had for 10 years was going to have to come down because of the ordinance, he felt that was wrong. For that reason, he would be voting NO.

Following brief discussion, the vote was as follows:

AYE: Commissioners Brownlee, Vanhooser and Mayor Shewey.

NAY: Commissioners Janzen, Ezzell, Timm and Wilson.

Motion failed.

Motion was then made by Commissioner Vanhooser to approve the ordinance, removing the six-foot height requirement, and excluding the grandfather clause.

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

AYE: Commissioners Janzen, Brownlee, Wilson, Vanhooser and Mayor Shewey.

NAY: Commissioners Ezzell and Timm.

#### **ORDINANCE NO. 2015-32**

**AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 11, ENTITLED "ZONING," CREATING CHAPTER 17, ENTITLED "FENCING," SECTIONS 11-17-1 THROUGH 11-17-9, TO PROVIDE GENERAL STANDARDS AND REGULATIONS FOR FENCING; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.**

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Motion was made by Commissioner Wilson and seconded by Commissioner Vanhooser to adopt an ordinance amending Section 11-14-8B in Section 8, Chapter 14, Title 11 of the Enid Municipal Code, 2014, entitled "Commercial Vehicles," to allow residents in residential areas who use a small commercial vehicle frequently for work, to park where they reside.

Following brief discussion, the vote was as follows:



AYE: Commissioners Brownlee, Ezzell, Timm, Wilson, Vanhooser and Mayor Shewey.

NAY: Commissioner Janzen.

**ORDINANCE NO. 2015-33**

**AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 11, ENTITLED "ZONING," CHAPTER 14, ENTITLED "SUPPLEMENTARY REGULATIONS," SECTION 8, ENTITLED "STORAGE AND PARKING OF MOTOR VEHICLES," SECTION 11-14-8B, ENTITLED "COMMERCIAL VEHICLES," TO ALLOW RESIDENTS IN RESIDENTIAL AREAS WHO USE A SMALL COMMERCIAL VEHICLE FREQUENTLY FOR WORK TO PARK WHERE THEY RESIDE; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.**

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Motion was made by Commissioner Ezzell to approve staff recommendations on the following Consent items, with the exception of Item 9.9, Approve Change Order No. 2 With P.P.S., Trucking, LLC, Hennessey, Oklahoma, In The Amount Of \$262,203.30, To Add A Water Feature To The Rolling Oaks Detention Facility And Drive Realignment Project, Project No. F-1307A.

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

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

NAY: None.

- (1) Acceptance of permit from the Oklahoma Department of Environmental Quality to construct 1,173 linear feet of eight-inch PVC sanitary sewer line to serve Tara Estates Addition, Blocks 7 and 8, Project No. S-1601A;
- (2) Acceptance of permit from the Oklahoma Department of Environmental Quality to construct 1,246 linear feet of eight-inch PVC potable water line to serve Tara Estates Addition, Blocks 7 and 8, Project No. W-1604A;
- (3) Acceptance of permit from the Oklahoma Department of Environmental Quality to construct 962.1 linear feet of eight-inch PVC potable water line to serve the Kronseder Farms Office Complex, Project No. W-1605A;
- (4) Acceptance of permit from the Oklahoma Department of Environmental Quality to construct 3,935 linear feet of 12-inch PVC sanitary sewer line with manholes, for the Southwest Enid Basin 2F Sewer Extension, Project No. S-1506;

- (5) Acceptance of the following described drainage easement located in the S.W./4 of Section 18-22-6, from the William E. J. Hall and Joy Hall Family Trust, in conjunction with Project No. F-1403, More/Van Buren Drainage Improvements;

(Copy Description)

- (6) Acceptance of the following described drainage easements located in the S.W./4 of Section 18-22-6, from Albert A. Beebe and SRR Enterprises, LLC, in conjunction with Project No. F-1403, Moore/Van Buren Drainage Improvements;

(Copy Descriptions)

- (7) Approval of Change Order No. 2 with Keystone Services, Inc., in Project No. R-1506A, 2015 Crack Seal Program, which will adjust quantities as placed, in the deduct amount of \$4,847.25, for a total revised contract amount of \$115,152.75; and accept said project as completed by the contractor;

- (8) Conveyance of the following described utility easements located in the North Half of Sections 24 and 25, Township 22 North, Range 6 West of the Indian Meridian, to Oklahoma Gas and Electric Company, which will provide service to the navigational aids and localizer at Enid Woodring Regional Airport, as part of the Runway Extension Project:

(Copy Descriptions)

and

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

(List Claims)

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Discussion was held on Item 9.9, Approve Change Order No. 2 With P.P.S., Trucking, LLC, Hennessey, Oklahoma, In The Amount Of \$262,203.30, To Add A Water Feature To The Rolling Oaks Detention Facility And Drive Realignment Project, Project No. F-1307A.

Motion was made by Commissioner Ezzell and seconded by Commissioner Wilson to approve said change order as presented.

Commissioner Vanhooser stated that he objected to this item being on the agenda. This was the exact same item that commissioners had discussed and denied on September 1, 2014, and reaffirmed on September 15, 2015 when the minutes were approved. He stated that it was improper for staff to keep

bringing items back, and placing them on the agenda until the vote changed to something that someone else wanted. Commissioners had already dealt with this issue. He wasn't even sure that it was legal.

Commissioner Ezzell stated that he had asked staff to put the item on the agenda. He also stated that he felt commissioners had given it a short trip the first time it was discussed. He stated that the Mayor was concerned about talking with the neighbors, and he thought everyone had had whatever opportunity they wanted to speak with the neighborhood. He reminded commissioners that they had told the neighborhood that this was what they were going to do, and that they should do what they said they would. The neighborhood expected it. The Commission had made a commitment, and he felt they should do it.

Commissioner Vanhooser stated that it was still improper to keep bringing things back until they got a new vote. He stated that nothing had changed. The pictures were the same. The wording was the same. It was the same thing that they had voted on September 1st. It was clear that they had told the residents that they would do this. However, the vote was against this particular plan. It wasn't saying that they weren't eventually going to do it. If staff wanted to put something on the agenda that was different, he was perfectly willing to consider it. They shouldn't be having this debate again.

Ms. Chism stated that it was her understanding that the option was either the City doing the plan, or authorizing PPS Trucking to do the plan.

Mr. Gilbert stated that he did look into the City doing the project. However, he didn't feel that this was something that City staff needed to be taking on. He stated that staff had tried to come up with the best plan that matched what had been promised two years ago. When that was voted down, they did go back and try to rework the plan. One of the options discussed was to fill in the corner of that area with dirt, back up to the four-foot level. The end result of that was that it didn't make sense to put dirt back into the hole and fill it up. The neighbors also thought that that plan didn't make a lot of sense. In fact, they were pleased with the plan being considered tonight. If commissioners didn't like this plan, or didn't want to approve it, staff could look at changing it further. However, they had done that already.

Commissioner Janzen stated that his concern was that commissioners had promised there would be stormwater retention in the north part of the property. They had never promised a lake. If the neighbors mistook that as being a permanent lake, he was sorry. They had given them what they said they were going to give them.

Commissioner Ezzell stated that that was not accurate. The plan that was approved had a wet feature.

Commissioner Wilson stated that the minutes had said that it wasn't always going to be full of water all of the time. It was well explained that it wouldn't always be full. The minutes also said that they would try to make it aesthetically pleasing, so that it was similar to a park or something that didn't look like a big hole. That was the agreement.

Commissioner Vanhooser reminded commissioners that they had allotted \$350,000.00 for the project. Then the plan was denied. There was still \$350,000.00 sitting out there. To him, they should wait a couple of years to see what it looked like. They weren't renegeing on their promise. They would just be putting it off a year or two.

Commissioner Wilson asked if procedurally, since the item had already been voted on once, if commissioners could table it and revote on it when things changed.

Ms. Chism stated that they could. However, they were actually only voting on an amendment to PPS Trucking's contract. The purpose of the change order was to lock in PPS Trucking's price while they were on site. If commissioners weren't necessarily interested in this plan, and wanted to look at a different plan, they should go ahead and deny the item.

Commissioner Ezzell stated that his motion was to approve the change order as presented by staff.

Commissioner Wilson withdrew her second.

Mr. Gilbert stated that if the change order was denied, that was fine. However, the neighbors would still have issues. He also stated that because it was his understanding that the wet feature was part of the plan, staff would need guidance on what commissioners wanted them to do to solve the issue.

Commissioner Wilson stated that she felt they needed to have the wet feature because that was what was promised, and that was what was voted on two years ago. If there were problems, the problems needed to be worked out.

Commissioner Ezzell stated that this was the project that the neighborhood had looked at. If there were no votes for it, then they wouldn't do it. However, it would just add one additional layer of complication that would only cost the City money, and benefit no one.

Commissioner Vanhooser stated that he didn't feel that Commissioner Ezzell's characterization was completely right. He stated that when the apartment complexes were finished, when the detention work was finished, when the street was re-done, and when they saw what the detention area was actually going to do, commissioners would be in a much better position to come up with a plan that would be beneficial to the neighborhood. In his opinion, not doing the plan now would give them a better ability to do a better job down the road.

Mayor Shewey moved to second Commissioner Ezzell's motion to approve the change order as presented.

Commissioner Brownlee stated that he liked the plan, and had from the beginning. He echoed Commissioner Vanhooser's comments that it was ridiculous for this item to appear back on the agenda, word for word, period for period. He liked the plan, and it should work. However, he also saw value in waiting.

There being no further discussion, the vote was as follows:

AYE: Commissioners Brownlee, Ezzell and Mayor Shewey.

NAY: Commissioners Janzen, Timm, Wilson and Vanhooser.

Motion failed.

\*\*\*\*\*

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

- TRUSTEES OF THE ENID MUNICIPAL AUTHORITY -

PRESENT: Trustees Janzen, Brownlee, Ezzell, Timm, Wilson, Vanhooser, Chairman Shewey, Trust Manager Jerald Gilbert, Trust Attorney Andrea Chism, and Secretary Linda Parks.

ABSENT: None.

\*\*\*\*\*

Motion was made by Trustee Vanhooser and seconded by Trustee Wilson to approve a resolution increasing the Enid Municipal Authority's 2015-2016 Fiscal Financial Plan in the amount of \$604,924.00 to fund the purchase of property located at 115 West Park Avenue, and the vote was as follows:

AYE: Trustees Brownlee, Wilson, Vanhooser and Chairman Shewey.

NAY: Trustees Janzen, Ezzell and Timm.

(Copy Resolution)

\*\*\*\*\*

Motion was made by Trustee Vanhooser and seconded by Trustee Ezzell to approve a resolution increasing the Enid Municipal Authority's 2015-2016 Fiscal Financial Plan in the amount of \$135,000.00 to fund the purchase of a side-load garbage truck for the Public Utilities Division, and the vote was as follows:

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

NAY: None.

(Copy Resolution)

\*\*\*\*\*

Motion was made by Trustee Wilson and seconded by Trustee Vanhooser to waive Finance Procedure Manual bidding requirements, and approve the purchase of a demonstrator side-load garbage truck for the Public Utilities Division from the State Contractor, Frontier Equipment, Oklahoma City, Oklahoma, in the amount of \$210,595.35, and the vote was as follows:

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

NAY: None.

\*\*\*\*\*

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

AYE: Trustees Janzen, Brownlee, Ezzell, Timm, Wilson, Vanhooser 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, Brownlee, Ezzell, Timm, Wilson, Vanhooser, Chairman Shewey, General Manager Jerald Gilbert, Trust Attorney Andrea Chism, and Secretary Linda Parks.

ABSENT: None.

\*\*\*\*\*

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

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

NAY: None.

(List Claims)

\*\*\*\*\*

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

- TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY-

PRESENT: Trustees Janzen, Brownlee, Ezzell, Timm, Wilson, Vanhooser, Chairman Shewey, General Manager Jerald Gilbert, Trust Attorney Andrea Chism, and Secretary Linda Parks.

ABSENT: None.

\*\*\*\*\*

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, Brownlee, Ezzell, Timm, Wilson, Vanhooser and Chairman Shewey.

NAY: None.

(List Claims)

\*\*\*\*\*

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

- MAYOR AND BOARD OF COMMISSIONERS-

Mr. Byrin Carr, 2604 East Randolph, addressed commissioners regarding problems he was experiencing as the result of his numerous encounters with local law enforcement officials, judges, and City staff, which had led to him being banned from the City Administration Building. He asked the



Mayor to publicly acknowledge his concerns, and further address them with the local County judges, to which Mayor Shewey declined comment.

\*\*\*\*\*

Mr. Floyd Montgomery, 551 North 6th, addressed commissioners. He spoke regarding his continuing efforts over the years in reporting numerous water leaks to the City of Enid, and asked that a dedicated telephone number be made available to assist other citizens in reporting leaks.

\*\*\*\*\*

Motion was made by Commissioner Ezzell and seconded by Commissioner Vanhooser to convene into Executive Session pursuant to 25 Okla. Stat. §307(B)(3), to discuss the purchase of real property; and pursuant to 25 Okla. Stat. §307(C)(10), to discuss matters pertaining to economic development, because an executive session is necessary to protect the confidentiality of the business, and the vote was as follows:

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

NAY: None.

The meeting convened into Executive Session at 8:16 P.M.

\*\*\*\*\*

In Executive Discussion the Commission discussed the purchase of real property and economic development.

\*\*\*\*\*

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

AYE: Commissioners Brownlee, Ezzell, Timm and Mayor Shewey.

NAY: None.

Commissioners Janzen, Wilson and Vanhooser absent from vote.

The meeting reconvened into special session at 10:06 P.M.

\*\*\*\*\*

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

AYE: Commissioners Brownlee, Ezzell, Timm and Mayor Shewey.

NAY: None.

Commissioners Janzen, Wilson and Vanhooser absent from vote.

The meeting adjourned at 10:06 P.M.

MINUTES OF SPECIAL MEETING OF THE  
MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA,  
HELD ON THE 29TH DAY OF OCTOBER 2015

The Mayor and Board of Commissioners of the City of Enid, County of Garfield, State of Oklahoma, 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 12:00 P.M. on the 29th day of October 2015, pursuant to notice given forty-eight (48) hours in advance to the Clerk of the City of Enid, and pursuant to notice thereof displayed at the entrance to the Administration Building of said city, in prominent view and which notice was posted prior to 12:00 P.M. on the 28th day of October 2015.

-MAYOR AND BOARD OF COMMISSIONERS-

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

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

ABSENT: Commissioners Brownlee, Wilson and Vanhooser.

Staff present were City Manager Jerald Gilbert, City Attorney Andrea Chism, City Clerk Linda Parks, Director of Engineering Services Christopher Gdanski, Police Chief Brian O'Rourke, Director of Marketing and Public Relations Steve Kime, and Human Resources Director Sonya Key.

\*\*\*\*\*

Motion was made by Commissioner Janzen and seconded by Commissioner Ezell to adopt an ordinance amending Section 6-5-8 in Chapter 1, Title 6 of the Enid Municipal Code, 2014, entitled "Attention To Driving Required," to include Oklahoma state law that prohibits texting and driving.

Following brief discussion, the vote was as follows:

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

NAY: None.

**ORDINANCE NO. 2015-34**

**AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 6, ENTITLED “MOTOR VEHICLES AND TRAFFIC,” CHAPTER 1, ENTITLED “GENERAL TRAFFIC PROVISIONS,” SECTION 6-5-8, ENTITLED “ATTENTION TO DRIVING REQUIRED,” TO INCLUDE OKLAHOMA STATE LAW THAT PROHIBITS TEXTING AND DRIVING. PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.**

\*\*\*\*\*

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

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

NAY: None.

The meeting adjourned at 12:07 P.M.

**City Commission Meeting**

6. 1.

**Meeting Date:** 11/03/2015

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

---

**SUBJECT:**

**CONDUCT A HEARING REZONING PROPERTY FOR PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 7 WEST, INDIAN MERIDIAN LOCATED AT 725 KL DRIVE FROM "C-2" PLANNED BUSINESS CENTER AND "R-7" RESIDENTIAL MULTI-FAMILY DISTRICT TO "C-3" GENERAL COMMERCIAL DISTRICT.**

**BACKGROUND:**

This is a companion item to 7.1.

The property is located at 725 KL Drive which is east of Spring Hill Suites. The applicant is requesting rezoning the property from C-2 Planned Business Center District and R-7 Residential Multifamily District to C-3 General Commercial District. If approved the applicant is proposing to erect a hotel on the property. The building setbacks in the C-3 are less restrictive and will assist the applicant in locating the hotel on the lot.

Sewer and water mains exist in KL Drive.

The zoning pattern surrounding this request includes C-2 to the north, east and west with R-7 to the south.

The Metropolitan Area Planning Commission unanimously recommended approval at their October 19, 2015 regular meeting.

**RECOMMENDATION**

Conduct the hearing.

**PRESENTER:**

Chris Bauer, Planning Administrator.

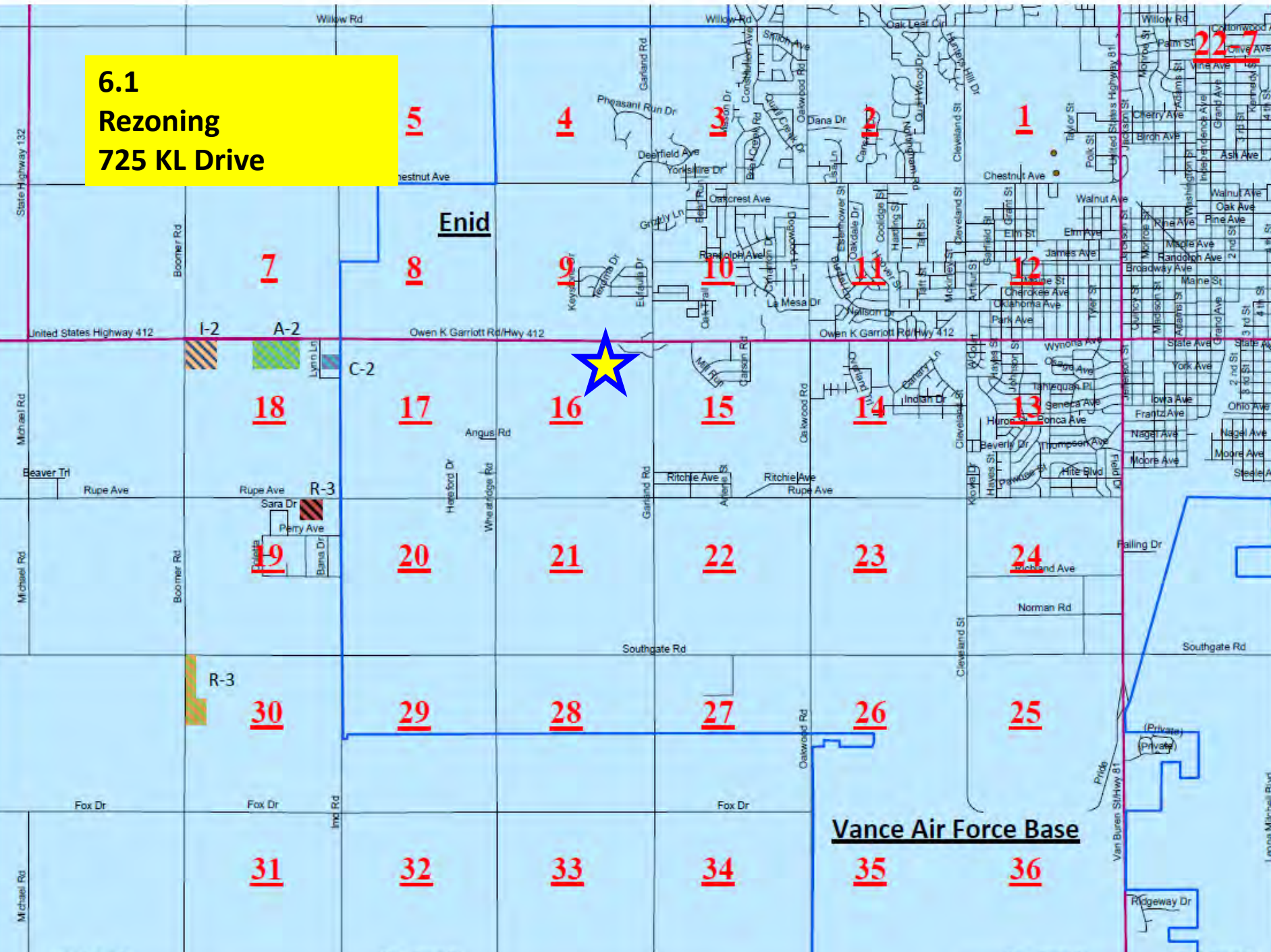
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**Attachments**

Location Map 725 KL Dr

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**6.1  
Rezoning  
725 KL Drive**



**Enid**

**Vance Air Force Base**

**5**

**4**

**3**

**2**

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**33**

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**35**

**36**



412

W Owen K Garriott Rd



506

C-2

Site

C-2

R-7



412

W Owen K Garriott Rd

2G056E  
7.30

F6902  
964 GPM

2G056C  
5.20

F6901  
993 GPM

2G056B  
7.30

F6911  
1034 GPM

V69E-014

WWP 422  
V69E-013

V69E-001

312L

2G056F  
5.00

2G056G  
4.54

Frontage P

Site

2G056H  
4.16

F6912  
787 GPM

V69E-007 WWP 638

F6905  
919 GPM





**City Commission Meeting**

7. 1.

**Meeting Date:** 11/03/2015

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

---

**SUBJECT:**

**CONSIDER AN ORDINANCE TO REZONE PROPERTY FOR PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 7 WEST, INDIAN MERIDIAN LOCATED AT 725 KL DRIVE FROM "C-2" PLANNED BUSINESS CENTER DISTRICT AND "R-7" RESIDENTIAL MULTIFAMILY DISTRICT TO "C-3" GENERAL COMMERCIAL DISTRICT.**

**BACKGROUND:**

This is a companion item to 6.1.

**RECOMMENDATION**

Consider ordinance.

**PRESENTER:**

Chris Bauer, Planning Administrator.

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**Attachments**

725 KL Dr Ordinance

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ORDINANCE NO. \_\_\_\_\_

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.

BE IT ORDAINED BY THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA;

Section I. That Title 11, Chapter 2, Section 11-2-1, of the City of Enid, Oklahoma, is hereby amended by adding the following:

The zoning of;

Part of the Northeast Quarter of Section 16, Township 22 North, Range 7 West of the Indian Meridian, Garfield County, Oklahoma, more particularly described as follows: Commencing at the Northeast Corner of the Northeast Quarter of Section 16; THENCE west along the north line of said Northeast Quarter on a assumed bearing of North 89°24'15" West a distance of 1,760.08 feet; THENCE South 00°03'44" East along the east line of the west two-thirds of the West Half of said Northeast Quarter a distance of 437.50 feet; THENCE South 89°36'47" East along the south line of the parcels described in Book 832, Page 975 and Book 614, Page 553, records of Garfield County, being 300 feet south of and parallel with the south line of Highway 412 right of way, a distance of 388.57 feet, to the point of beginning; THENCE continuing South 89°36'47" East along the south side of said parcels a distance of 145.36 feet, to a point the west line of Wal-Mart West Subdivision; THENCE South 00°07'39" East along said west line of Wal-Mart West Subdivision, a distance of 537.42 feet; THENCE North 89°36'47" West a distance of 197.68 feet; THENCE Northeast along a non-tangent curve to the right having a radius of 125.00 feet, arc length of 42.17 feet and chord bearing of North 22°41'23" East; THENCE continuing Northeast along a curve to the left having a radius of 225.00 feet, arc length of 127.05 feet and a chord bearing of North 16°10'38" East; THENCE North 00°00'00" East a distance of 377.94 feet to the point of beginning; Said tract contains 1.8714 acres, more or less.

is changed to C-3 General Commercial District and the boundaries of the zones on the "Zoning Map, Enid, Oklahoma" are hereby changed accordingly.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

(Seal)

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM AND LEGALITY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015

\_\_\_\_\_  
City Attorney

**City Commission Meeting**

**7. 2.**

**Meeting Date:** 11/03/2015

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

---

**SUBJECT:**

**CONSIDER A SIDEWALK VARIANCE FOR SARAH JONES LOCATED AT 2314 SHERRY LEE, DESCRIBED AS LOT 4, BLOCK 1, NORTH MARK ESTATES.**

**BACKGROUND:**

Ms. Jones applied for a building permit to place a mobile home on Lot 4, Block 1, North Mark Estates. Section 10-6-1 A. of the Enid Municipal Code 2014 requires all developments to provide sidewalks that parallel abutting streets.

The Metropolitan Area Planning Commission unanimously recommended approval of the variance at their October 19, 2015 regular meeting.

**RECOMMENDATION**

Consider the variance and take appropriate action.

**PRESENTER:**

Chris Bauer, Planning Administrator.

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**Attachments**

Variance Petition 2314 Sherry Lee  
2314 Sherry Lee photo

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

### VARIANCE PETITION

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

Location: 2314 Sherry Lee Enid, OK (street address):

Legal description: Lot 4 Blk 1 North Mark Estates

Current zoning of property: R-3PUD

Variance Request: do not want to build in sidewalk.

Section: 10-6-1: A. Sidewalks Required

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

no other lots or homes in the neighborhood has sidewalks. will not utilize sidewalk if in place.  
I, or we, have attached a site plan of the proposed construction.

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

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

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

Dated this 8 day of Oct, 2015.

Applicant's signature: Sarah Jones

Telephone: 580-977-9743

Printed Name: Sarah Jones

Email: Sarah.homesellers@gmail.com

Address: 6309 W. Phillips

Date of Hearing set for the 19 day of Oct, 2015.

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**City Commission Meeting**

**8. 1.**

**Meeting Date:** 11/03/2015

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

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**SUBJECT:**

**AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 6, ENTITLED "BICYCLES AND PLAY VEHICLES," CHAPTER 10, ENTITLED "MOTOR VEHICLES AND TRAFFIC," SECTION 6-10-14, ENTITLED "EQUIPMENT," TO REQUIRE BICYCLE RIDERS TO USE CERTAIN EQUIPMENT BETWEEN ONE-HALF HOUR BEFORE SUNSET UNTIL ONE-HALF HOUR AFTER SUNRISE TO IMPROVE RIDER SAFETY.**

**BACKGROUND:**

The current language of this ordinance requires the use of lights on bicycles except where the speed limit is 25 miles per hour or less. In 2014, the City lowered the City-wide speed limit and has no public streets with a speed limit of less than 25 miles per hour. This amendment would require the use of lights on bicycles on all streets, regardless of speed limit, from one-half hour before sunset through one-half hour after sunrise.

**RECOMMENDATION**

Approve Ordinance.

**PRESENTER:**

Andrea L. Chism, City Attorney.

---

**Attachments**

Bicycle Lights Ordinance

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ORDINANCE NO. 2015-\_\_\_\_

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 6, ENTITLED "BICYCLES AND PLAY VEHICLES," CHAPTER 10, ENTITLED "MOTOR VEHICLES AND TRAFFIC," SECTION 6-10-14, ENTITLED "EQUIPMENT," TO REQUIRE BICYCLE RIDERS TO USE CERTAIN EQUIPMENT BETWEEN ONE-HALF HOUR BEFORE SUNSET UNTIL ONE-HALF HOUR AFTER SUNRISE TO IMPROVE RIDER SAFETY; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

ORDINANCE

BE IT ORDAINED BY THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA:

Section I: That Title 6, Chapter 10, Section 6-10-14, of the Enid Municipal Code, 2014, is hereby amended to read as follows:

**6-10-14: EQUIPMENT:**

- A. Front Lamps<sup>8</sup>: Every bicycle, when in use at any time ~~from-between~~ one-half ( $\frac{1}{2}$ ) hour ~~after-before~~ sunset and one-half ( $\frac{1}{2}$ ) hour ~~before-after~~ sunrise, shall be equipped with a lamp on the front which shall emit a white light visible from a distance of at least one thousand feet (1,000') to the front, ~~except where the speed limit is twenty five (25) miles per hour or less.~~
- B. Rear Lamp<sup>9</sup>: Every bicycle, when in use any time ~~from-between~~ one-half ( $\frac{1}{2}$ ) hour ~~after-before~~ sunset to one-half ( $\frac{1}{2}$ ) hour ~~before-after~~ sunrise shall be equipped with a lamp on the rear emitting a red light visible from a distance of at least one thousand feet (1,000') to the rear, ~~except where the speed limit is twenty five (25) miles per hour or less.~~
- C. Reflector<sup>10</sup>: Every bicycle shall be equipped with a red reflector which shall be visible for six hundred feet (600') to the rear when directly in front of lawful lower beams of headlamps on a motor vehicle.
- ~~D. Lamp Visible From Both Sides<sup>11</sup>: Every bicycle shall be equipped with a lighted lamp visible from both sides from a distance of at least one thousand feet (1,000') except where the speed limit is less than twenty five (25) miles per hour.~~
- ~~E.~~ Additional Reflectors<sup>1211</sup>: A bicycle or its rider may have reflectors in addition to those required above; provided such lights or reflectors shall comply with the provisions and limitations of 47 Oklahoma Statutes ~~chapter-Chapter~~ 12, ~~article-Article~~ II.



- | [EF](#). Brake<sup>1312</sup>: Every bicycle shall be equipped with a brake or brakes which will enable the operator to stop the bicycle within twenty five feet (25') from a speed of ten (10) miles per hour on dry, level, clean pavement.
- | [FG](#). Sirens<sup>1413</sup>: A bicycle shall not be equipped with, nor shall any person use upon a bicycle, any siren. (Ord. 2004-28, 9-7-2004)

**Footnotes** - Click any footnote link to go back to its reference.

[Footnote 8](#): State law reference - 47 OS § 12-702.

[Footnote 9](#): State law reference - 47 OS § 12-703.

[Footnote 10](#): State law reference - 47 OS § 12-704.

| [Footnote 11](#): ~~State law reference - 47 OS § 12-705.~~

[Footnote 11](#): State law reference - 47 OS § 12-707.

[Footnote 12](#): State law reference - 47 OS § 12-708.

[Footnote 13](#): State law reference - 47 OS § 12-709.

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

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

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

Section V: Codification. This ordinance shall be codified as Title 6, Chapter 10, Section 6-10-14 of the Enid Municipal Code, 2014.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this \_\_\_ day of \_\_\_\_\_, 2015.

CITY OF ENID, OKLAHOMA

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

(SEAL)

ATTEST:

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

Approved as to Form and Legality:

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

DRAFT

**City Commission Meeting**

8. 2.

**Meeting Date:** 11/03/2015

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

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**SUBJECT:**

**AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 4, ENTITLED "HEALTH AND SANITATION," CHAPTER 5, ENTITLED "WEEDS AND NOXIOUS MATTER," SECTION 4-5-1, ENTITLED "DEFINITIONS," TO AMEND THE DEFINITION OF TRASH AND TO INCLUDE ALLEYS AS A TRAFFIC HAZARD WHEN NOT MAINTAINED BY THE OWNER; AMENDING TITLE 4, ENTITLED "HEALTH AND SANITATION," CHAPTER 5, ENTITLED "WEEDS AND NOXIOUS MATTER," SECTION 4-5-8, ENTITLED "TRASH AND WEED ACCUMULATION," TO INCLUDE ALLEYS AS A TRAFFIC AND FIRE HAZARD WHEN NOT MAINTAINED BY THE OWNER AND TO REPLACE THE CLASS SYSTEM OF VIOLATIONS WITH SPECIFIC PENALTIES.**

**BACKGROUND:**

This ordinance amends the definition of "trash" to include items commonly left strewn across and/or abandoned on property, clarifies that a homeowner or occupant has the duty to remove trash and weeds from adjacent alleys and curb areas and prohibits trash and weeds from being placed, blown or otherwise deposited into the gutters or streets in order to keep those items out of the stormwater drainage system. The amendment also replaces the class system of violations with specific penalties.

**RECOMMENDATION**

Approve Ordinance.

**PRESENTER:**

Andrea L. Chism, City Attorney.

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**Attachments**

Weeds and Noxious Matter Ordinance

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ORDINANCE NO. 2015-\_\_\_\_

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 4, ENTITLED "HEALTH AND SANITATION," CHAPTER 5, ENTITLED "WEEDS AND NOXIOUS MATTER," SECTION 4-5-1, ENTITLED "DEFINITIONS," TO AMEND THE DEFINITION OF TRASH AND TO INCLUDE ALLEYWAYS AS A TRAFFIC HAZARD WHEN NOT MAINTAINED BY THE OWNER; AMENDING TITLE 4, ENTITLED "HEALTH AND SANITATION," CHAPTER 5, ENTITLED "WEEDS AND NOXIOUS MATTER," SECTION 4-5-8, ENTITLED "TRASH AND WEED ACCUMULATION," TO INCLUDE ALLEYWAYS AS A TRAFFIC AND FIRE HAZARD WHEN NOT MAINTAINED BY THE OWNER AND TO REPLACE THE CLASS SYSTEM OF VIOLATIONS WITH SPECIFIC PENALTIES; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

ORDINANCE

BE IT ORDAINED BY THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA:

Section I: That Title 4, Chapter 5, Section 4-5-1, of the Enid Municipal Code, 2014, is hereby amended to read as follows:

**4-5-1: DEFINITIONS:**

As used in this chapter, the following words and terms shall have the meanings ascribed to them in this section:

CLEANING: The removal of trash from property.

OWNER: The owner of record as shown by the most current tax rolls of the county treasurer.

TRASH: Any refuse, litter, ashes, leaves, debris, paper, combustible materials, rubbish, offal, tools, toys, junk, vehicle parts, or waste, or matter of any kind or form which is uncared for, discarded, or abandoned.

WEED:

- A. Includes, but is not limited to, poison ivy, poison oak, or poison sumac and all vegetation at any state of maturity which:
  - 1. Exceeds twelve inches (12") in height, except healthy trees, shrubs, or produce for human consumption grown in a tended and cultivated garden, unless such trees and shrubbery by their density or location constitute a detriment to the health,

benefit and welfare of the public and community or a hazard to traffic or create a fire hazard to the property or otherwise interfere with the mowing of said weeds;

2. Regardless of height, harbors, conceals, or invites deposits or accumulation of refuse or trash;
  3. Harbors rodents or vermin;
  4. Gives off unpleasant or noxious odors;
  5. Constitutes a fire or traffic hazard, including adjacent alleyways; or
  6. Is dead or diseased.
- B. The term "weed" shall not include tended crops which are planted more than ten feet (10') from a parcel zoned for other than agricultural use. For grass to qualify as a tended crop, the landowner must provide a haying schedule to the ~~development services department~~ Code Enforcement Department each growing season. (1994 Code § 23-16; amd. Ord. 2002-47, 11-5-2002)

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

#### **4-5-8: TRASH AND WEED ACCUMULATION:**

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

charged has been previously convicted more than once under this ~~section~~ Chapter or any of the above referenced sections in the last five (5) years, then a violation of this ~~section~~ Chapter shall be ~~a class B offense~~ punishable by a fine of up to five hundred dollars (\$500.00) plus costs and fees.

- C. Exception: The provisions of this chapter shall not apply to any property zoned and used for agricultural purposes. (Ord. 2008-15, 7-15-2008)

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

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

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

Section VI: Codification. This ordinance shall be codified as Title 4, Chapter 5, Sections 4-5-1 and 4-5-8 of the Enid Municipal Code, 2014.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this \_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF ENID, OKLAHOMA

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

(SEAL)

ATTEST:

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Linda S. Parks, City Clerk

Approved as to Form and Legality:

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Andrea L. Chism, City Attorney

DRAFT

**City Commission Meeting**

**8. 3.**

**Meeting Date:** 11/03/2015

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

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**SUBJECT:**

**AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 1, ENTITLED “ADMINISTRATION,” CHAPTER 11, ENTITLED “MUNICIPAL COURT” SECTION 1-11-10, ENTITLED “BAIL BOND PROCEDURE,” TO CORRECT GRAMMAR AND CREATE A LIST OF ARRESTABLE AND MANDATORY APPEARANCE OFFENSES.**

**BACKGROUND:**

This ordinance corrects grammar and provides a list of arrestable and mandatory appearance offenses.

**RECOMMENDATION**

Approve Ordinance.

**PRESENTER:**

Andrea L. Chism, City Attorney.

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**Attachments**

Bail Bond Procedure Ordinance

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ORDINANCE NO. 2015-\_\_\_\_

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 1, ENTITLED "ADMINISTRATION," CHAPTER 11, ENTITLED "MUNICIPAL COURT," SECTION 1-11-10, ENTITLED "BAIL BOND PROCEDURE," TO CORRECT GRAMMAR AND CREATE A LIST OF ARRESTABLE AND MANDATORY APPEARANCE OFFENSES; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

ORDINANCE

BE IT ORDAINED BY THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA:

Section I: That Title 1, Chapter 11, Section 1-11-10, of the Enid Municipal Code, 2014, is hereby amended to read as follows:

**1-11-10: BAIL BOND PROCEDURE:**

- A. Conditions ~~F~~for ~~R~~release ~~F~~for ~~V~~violation: In addition to other provisions of law for posting bail, any person, whether a resident of this state or a nonresident, who is arrested by a law enforcement officer solely for a misdemeanor violation of a municipal ordinance shall be released by the arresting officer upon personal recognizance if:
1. The arrested person has been issued a valid license to operate a motor vehicle by Oklahoma, another state jurisdiction within the United States which is a participant in the nonresident violator compact, or any party jurisdiction of the nonresident violator compact;
  2. The arresting officer is satisfied as to the identity of the arrested person;
  3. The arrested person signs a written promise to appear as provided for on the citation and the officer believes the person will appear;
  4. The officer believes the person will not cause injury to himself or others or damage to property if released; and
  5. The violation does not constitute:
    - a. Driving or being in actual physical control of a motor vehicle while impaired or under the influence of alcohol or other intoxicating substances; or
    - b. Eluding or attempting to elude a law enforcement officer; or

- c. Operating a motor vehicle without having been issued a valid driver's license, or while the license is under suspension, revocation, denial or cancellation; or
- d. An arrest based upon an outstanding warrant; or
- e. An offense against a person as found in [title 5, chapter 5, article B](#) of this code:
  - 1. [5-5B-1: Assault and battery;](#)
  - 2. [5-5B-1: Certain acts against police dogs and service animals;](#)
  - 3. [5-5B-3: Obscene, threatening or harassing telephone calls or other electronic communication;](#)
  - 4. [5-5B-4: Stalking; Harassment.](#)
- f. A traffic violation coupled with any offense stated in subsections A5a through A5d of this section: or
- g. [An arrest for failing to immediately disperse, after being told to do so, for unlawfully assembling as defined in Title 5, Chapter 5 Article E, Part 2; or](#)
- h. [Petit larceny as defined in Title 5, Chapter 5, Article C; or](#)
- i. [Public intoxication as defined in Title 5, Chapter 5, Article H, Part 2; or](#)
- j. [Trespassing as defined in Article 5, Chapter 5, Article C, Part 2](#)
- 6. [If any person is charged with the offenses listed in Section A5a- A5j they must appear before the court.](#)

B. Duties Of Arresting Officer Upon Release Of Arrested Person:

- 1. If the arrested person is eligible for release on personal recognizance as provided for in subsection A of this section, then the arresting officer shall:
  - a. Designate the charge;
  - b. Record information from the arrested person's driver's license on the citation form, including the name, address, date of birth, personal description, type of driver's license, driver's license number, issuing state, and expiration date;

- c. Record the motor vehicle make, model and tag information, if a vehicle is involved in the offense;
    - d. Record the arraignment date and time on the citation; and
    - e. Permit the arrested person to sign a written promise to appear as provided for in the citation.
  2. The arresting officer shall then release the person upon personal recognizance based upon the signed promise to appear. The citation shall contain a written notice to the arrested person that release upon personal recognizance based upon a signed written promise to appear for arraignment is conditional and that failure to timely appear for arraignment shall result in the suspension of the arrested person's driver's license in Oklahoma, or in the nonresident's home state pursuant to the nonresident violator compact.
- C. Time Of Arraignment: If the arraignment is continued or rescheduled, the arrested person shall remain on personal recognizance and written promise to appear until such arraignment, in the same manner and with the same consequences as if the continued or rescheduled arraignment was entered on the citation by the arresting officer and signed by the defendant.
- D. Issuance Of Warrant For Arrest:
  1. Nontraffic Offenses: If an individual fails to appear after being issued a citation, a warrant shall be issued and his appearance shall be compelled.
  2. Traffic Offenses; Notify State; Recommend Suspension Of Driver's License:
    - a. If, pursuant to the provisions of subsection [1-11-3H](#) of this chapter, the defendant does not timely elect to enter a plea of guilty or nolo contendere and fails to timely appear for arraignment, the court may issue a warrant for the arrest of the defendant. The municipal court clerk, within one hundred twenty (120) calendar days from the date the citation was issued by the arresting officer, shall notify the Oklahoma department of public safety that:
      - (1) The defendant was issued a traffic citation and released upon personal recognizance after signing a written promise to appear for arraignment as provided for in the citation;
      - (2) The defendant has failed to appear for arraignment without good cause shown;

- (3) The defendant has not posted bail, paid a fine, or made any other arrangement with the court to satisfy the citation; and
      - (4) The citation has not been satisfied as provided by law.
    - b. Additionally, the court clerk shall request the Oklahoma department of public safety to either suspend the defendant's driver's license to operate a motor vehicle in this state, or notify the defendant's home state and request suspension of the defendant's driver's license in accordance with the provisions of the nonresident violator compact. Such notice and request shall be on a form approved or furnished by the department of public safety.
  3. Notification And Request: The court clerk shall not process the notification and request provided for in this subsection if, with respect to such charges:
    - a. The defendant was arraigned, posted bail, paid a fine, was jailed, or otherwise settled the case; or
    - b. The defendant was not released upon personal recognizance upon a signed written promise to appear as provided for in this section; or if released, was not permitted to remain on such personal recognizance for arraignment; or
    - c. A period of one hundred twenty (120) calendar days or more has elapsed from the date the citation was issued by the arresting officer.
- E. Records; Notification Of Resolution Of Case: The municipal court clerk shall maintain a record of each request for driver's license suspension submitted to the Oklahoma department of public safety pursuant to the provisions of this section. When the court or court clerk receives appropriate bail or payment of the fine and costs, settles the citation, makes other arrangements with the defendant, or otherwise closes the case, the court clerk shall furnish proof thereof to such defendant, if the defendant personally appears, or shall mail such proof by first class mail, postage prepaid, to the defendant at the address noted on the citation or at such other address as is furnished by the defendant. Additionally, the court or court clerk shall notify the home jurisdiction of the defendant as listed on the citation, if such jurisdiction is a member of the nonresident violator compact, and shall, in all other cases, notify said department, of the resolution of the case. The form of proof and the procedures for notification shall be approved by the Oklahoma department of public safety. (Ord. 2013-26, 4-2-2013)

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

Section III: Savings Clause. Nothing in this ordinance hereby adopted shall be construed to affect any suit or proceedings now pending in any court, or any rights acquired or liability

incurred, nor any cause or causes of action accrued or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired or affected by this ordinance.

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

Section V: Codification. This ordinance shall be codified as Title 1, Chapter 11, Section 1-11-10 of the Enid Municipal Code, 2014.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this \_\_\_ day of \_\_\_\_\_, 2015.

CITY OF ENID, OKLAHOMA

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

(SEAL)

ATTEST:

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

Approved as to Form and Legality:

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

**City Commission Meeting**

8. 4.

**Meeting Date:** 11/03/2015

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

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**SUBJECT:**

**AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 4, ENTITLED "HEALTH AND SANITATION" CHAPTER 4, ENTITLED "NUISANCES," SECTION 4-4-1, TO AMEND NUISANCES THAT AFFECT THE OCCUPANTS OF BUILDINGS, INCLUDE NUISANCES THAT INTERFERE WITH STORMWATER, TO INCLUDE NUISANCES THAT POSE A DANGER TO ANY PERSONS, TO REMOVE RODENTS AND VERMIN AND INCLUDE THEM UNDER "BLIGHTS," INCLUDING BLIGHTS TO ELIMINATE CONDITIONS POSING A SERIOUS THREAT TO THE SAFETY, HEALTH, AND OR GENERAL WELFARE OF THE COMMUNITY.**

**BACKGROUND:**

This ordinance strengthens the definition of nuisance to include conditions that affect the occupant of a building, conditions that interfere with stormwater, and conditions which lead to blight.

**RECOMMENDATION**

Approve Ordinance.

**PRESENTER:**

Andrea L. Chism, City Attorney.

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**Attachments**

Nuisance Ordinance

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ORDINANCE NO. 2015-\_\_\_\_

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 4, ENTITLED "HEALTH AND SANITATION" CHAPTER 4, ENTITLED "NUISANCES," SECTION 4-4-1, TO AMEND NUISANCES THAT AFFECT THE OCCUPANTS OF BUILDINGS, INCLUDE NUISANCES THAT INTERFERE WITH STORMWATER, TO INCLUDE NUISANCES THAT POSE A DANGER TO ANY PERSONS, TO REMOVE RODENTS AND VERMIN AND INCLUDE THEM UNDER "BLIGHTS," INCLUDING BLIGHTS TO ELIMINATE CONDITIONS POSING A SERIOUS THREAT TO THE SAFETY, HEALTH, AND OR GENERAL WELFARE OF THE COMMUNITY; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

ORDINANCE

BE IT ORDAINED BY THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA:

Section I: That Title 4, Chapter 4, Section 1, of the Enid Municipal Code, 2014, is hereby amended to read as follows:

**4-4-1: DEFINITION:**

A "nuisance" shall mean the doing of an act unlawfully or omitting to perform a duty, which act or omission:

- A. Annoys, injures or endangers the comfort, repose, health and safety of others; or ~~occupants ;or~~
- B. Offends decency; or
- C. Unlawfully interferes with, obstructs or tends to obstruct or renders dangerous for passage any lake or navigable river, stream, canal or basin, or any square, street, highway or public parking, ~~stormwater area;~~ or
- D. In any way renders ~~any other persons~~ insecure in life, or in the use of property; or
- E. Involves the maintenance of any building or structure within the city limits which by reason of age, dilapidation or decay is unsafe for occupancy; ~~or constitutes a haven or refuge for vermin and rodents;~~ or presents a fire hazard and endangers the security of other property; or

- F. Permits the accumulation of rank vegetation, weeds, grass or other noxious matter or putrid substances; or in maintaining any trash, piles of rubbish, manure or other refuse which is dangerous to health or which in any manner constitutes a fire hazard; or
- G. Involves the blowing of construction or building materials or other debris which in any manner constitutes a hazard or annoyance to persons or property; or
- H. Involves an open sewer. (Ord. 2012-10, 6-5-2012)

I. Creates a blight: A “blighted premises” is one in which any of the following conditions exists:

- 1. Conditions posing a serious threat to the safety, health and/or general welfare of the community, as determined by the building official, zoning enforcement officer, or other official designated by the town
- 2. Attracts illegal activity, as documented by police reports.
- 3. Is a fire hazard, as determined by the fire marshal or deputy fire marshal or documented by the fire department.
- 4. Is not being maintained or is becoming dilapidated as evidenced by existence of one or more of the following conditions:
  - a. The property has missing, broken or boarded up windows or doors
  - b. The property has collapsing or missing walls, roof, or floor.
  - c. The property has a structurally faulty foundation.
  - d. The property has seriously damaged or missing siding.
  - e. The property has unrepaired fire or water damage.
  - f. The property has rodent harborage and/or infestation.
  - g. The property has any persistent trash which is defined as; refuse, litter, ashes, leaves, debris, paper, combustible material, rubbish, offal, waste or any matter of any kind which is uncared for, discarded or abandoned, or any other thing that can be considered garbage.
  - h. The property has an abandoned motor vehicle situated on the premises.



i. The property has inoperative or unregistered motor vehicles, including recreational vehicles, which have no tires, flat tires, or are in disassembled status.

j. The property has dead, decayed, diseased, or damaged trees constituting a hazard or danger to persons or property.

k. Creates a substantial and unreasonable interference with the use and enjoyment of nearby premises, as documented by neighborhood complaints, police reports, cancellation of insurance on proximate properties, or similar circumstances.

J. A blight or nuisance is not created under this chapter if the resident has openly stored items in a way that is neatly organized and does not create a serious threat to the safety, health and/or general welfare of the community and the items are stored daily.

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

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

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

Section VI: Codification. This ordinance shall be codified as Title 4, Chapter 4, Section 1, of the Enid Municipal Code, 2014.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF ENID, OKLAHOMA

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

(SEAL)

ATTEST:

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City Clerk, Linda Parks

Approved as to Form and Legality:

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Andrea L. Chism, City Attorney

DRAFT

**City Commission Meeting**

**8. 5.**

**Meeting Date:** 11/03/2015

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

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**SUBJECT:**

**AN ORDINANCE AMENDING ENID MUNICIPAL CODE 2014, TITLE 2, ENTITLED “FINANCE AND TAXATION”; CHAPTER 6, ENTITLED “FEE SCHEDULE”, ARTICLE C, ENTITLED “CITY SERVICES AND FACILITIES”, SECTION 2-6C-1, ENTITLED “AIRPORT”, TO INCREASE RATES, PROVIDING FOR REPEALER, SAVINGS CLAUSE; SEVERABILITY AND CODIFICATION.**

**BACKGROUND:**

One of our principal sources of revenue at the Woodring Regional Airport is the lease of city owned hangars, together with land leases for those tenants who own their hangars. This ordinance will raise the standard hanger lease rate by \$.01 per square foot per month, (except for some “wet” hangars) and the land lease rate by \$.02 per square foot per year. These rates have not increased since 2012.

Currently Woodring Regional Airport leases the city owned hangars at rates from \$.12 a square foot to \$.14 a square foot depending on the size and amenities of the hangar. We also have a number of privately owned hangars at the airport and lease the land to the owners for \$.11 per square foot per year.

This modest increase will help us continue to make future improvements at the airport and brings us more in line with the prices charged at both Ponca City and Stillwater Airports—our nearest similar sized airports.

During its 19 October 2015 monthly meeting, the Aviation Advisory Board unanimously recommended approval of these increases effective 1 January 2016.

**RECOMMENDATION**

Approve rate increases.

**PRESENTER:**

Dan Ohnesorge, Airport Director.

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**Fiscal Impact**

**Budgeted Y/N:** N  
**Amount:** \$12,760.00  
**Funding Source:**  
Airport fund.

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**Attachments**

Rate Increase Spreadsheet  
Ordinance

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## Proposed Hangar/ Ground Rate Increases

<u>Hangar</u>	<u>Square Footage</u>	<u>Old Rate</u>	<u>New Rate</u>	<u>Per Month</u>	<u>Extra Per Year</u>
17 Series	14395	\$0.12	\$0.13	\$9.83	\$1,727.40
22 Series	15764	\$0.12	\$0.13	\$11.50	\$1,891.68
32 Series	24811	\$0.14	\$0.15	\$12.76	\$2,977.32
45 Series	17008	\$0.12	\$0.12	\$0.00	\$0
46 Series	12591	\$0.21	\$0.21	\$0.00	\$0
Corporates	27182	\$0.14	\$0.15	\$36.00	\$3,261.84
Ground Leases	145112.3	\$0.11	\$0.13	Varies	\$2,902.25
Total					\$12,760.49

Other airport rates for T-Hangar range from \$13 sqft @ Sand Springs to \$16 sqft @Stillwater depending on size.

Other airport Ground Lease rates vary from \$0.12 @ Wiley Post, \$0.15 @ Ponca City and \$0.20 @ Stillwater

ORDINANCE NO. 2013-\_\_\_\_

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 2, ENTITLED "FINANCE AND TAXATION," CHAPTER 6, ENTITLED "FEE SCHEDULE," ARTICLE C, ENTITLED "CITY SERVICES AND FACILITIES," SECTION 2-6C-1, ENTITLED "AIRPORT," TO INCREASE RATES; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.

ORDINANCE

BE IT ORDAINED BY THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA:

Section I: That Title 2, Chapter 6, Article C, Section 2-6C-1 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

**2-6C-1: AIRPORT**

- A. Airport Landing Fees: The landing fee referred to in section 7-4-2 of this code shall be thirty five cents (\$0.35) per one thousand (1,000) pounds of gross certified weight per scheduled landing. The penalty fee referred to in such section shall be ten dollars (\$10.00).
- B. Airport Rental ~~And and~~ Gasoline Storage Charges: Subject to adjustment as hereinafter provided, rental rates are established as listed below:
1. Hangars: Unless negotiated for and contracted otherwise, the following hangar rates shall apply:
    - a. ~~Hangars 23 and 29 shall be ten cents (\$0.10) per square foot per month.~~
    - ba. T-hangars in the 17 and 22 series, ~~plus hangars 9 and 11,~~ shall be ~~twelve thirteen~~ thirteen cents (\$0.~~12~~13) per square foot per month.
    - b. T-hangars in the 32 series shall be fifteen cents (\$.15) per square foot per month.
    - c. T-hangars in the 45 series shall be twelve cents (\$0.12) per square foot per month.
    - d. T-hangars in the 46 series shall be twenty two cents (\$0.22) per square foot per month.
    - e. All other hangars shall be ~~fourteen-fifteen~~ fifteen cents (\$0.~~14~~15) per square foot per month.

2. Ground Rental: Unless negotiated for and contracted otherwise, ground rental rates shall be ~~eleven~~thirteen cents (\$0.~~11~~13) per square foot per year.
3. Fuel Flowage Fee: A fuel flowage fee shall be required for fuel used at the airport if not purchased from the city. This fee shall be negotiated on a case by case basis via a lease agreement.
4. Adjustment ~~Of~~of Rental: The board shall annually consider increasing or decreasing such rental based on a comparison of the fair market value of other general aviation airports of like size to Enid Woodring Regional Airport within the surrounding geographical area. In the event that the board recommends a change in the rental, such increases or decreases must first be approved by the mayor and board of commissioners. Adjustments shall become effective on January 1 of the next calendar year, unless otherwise negotiated by the director of aviation.
5. Delinquent Accounts: All fees made for any service, lease rental payments, supplies, fuel, or any other charge made by the city at the Woodring Regional Airport, if not paid within thirty (30) days of billing, shall be subject to an additional monthly charge of one and one-half percent (1½%) interest on the unpaid balance.
6. Negotiate Rate: Should the city find good cause, it may negotiate and contract for a higher or lower rate. Such good cause shall include, but not be limited to, economic development and in-kind exchange. (Ord. 2013-40, 10-1-2013)

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

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

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

Section V: Codification. This ordinance shall be codified as Title 2, Chapter 6, Article C, Section 2-6C-1 of the Enid Municipal Code, 2014.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this 3rd day of November, 2015.

CITY OF ENID, OKLAHOMA

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

(SEAL)

ATTEST:

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

Approved as to Form and Legality:

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

DRAFT

**City Commission Meeting**

8. 6.

**Meeting Date:** 11/03/2015

**Submitted By:** Ashley Keim, Executive Assistant

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**SUBJECT:**

**AWARD A CONTRACT TO MIES CONSTRUCTION INC., WICHITA, KANSAS, IN THE AMOUNT OF \$396,538.85, FOR THE SOUTHWEST ENID – BASIN 2F EXTENSION PROJECT, PROJECT NO. S-1506A, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS AFTER REVIEW BY THE CITY ATTORNEY.**

**BACKGROUND:**

This project provides for the extension of the 12” sanitary sewer main starting at approximately ½ mile south of Owen K. Garriott Road and approximately 1,200 feet east of Garland Road. The sanitary sewer main will be extended to a point approximately 2,700 feet west of Garland Road.

Mies Construction, Inc.	\$396,538.85
Nowak Construction Co.	\$456,810.75
Luckinbill, Inc.	\$581,290.50
Matthews Trenching	\$790,910.00
Thorstad Companies	\$1,626,487.50
Engineer's Estimate	\$782,248.69

Mies Construction, Inc. submitted the lowest responsible bid in the amount of \$396,538.85.

**RECOMMENDATION**

Award a contract to Mies Construction, Inc., in the amount of \$396,538.85, and authorize the Mayor to execute all contract documents after review by the City Attorney.

**PRESENTER:**

Lucky Airehrour, Project Engineer.

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**Fiscal Impact**

**Budgeted Y/N:** Y

**Amount:** \$396,538.85

**Funding Source:**

Capital Improvement Fund.

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**Attachments**

Canvas of Bids.

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FROM: Laura Sheldon  
DATE: October 15, 2015

PAGE 1 OF 1

CANVASS OF BIDS  
for  
Southwest Enid - Basin 2G Extension  
Project Number S-1506

<u>FIRM NAME AND ADDRESS</u>	<u>PRODUCT/SERVICE BID</u>	<u>PRICE</u>
Mies Construction Inc. 1919 SW Boulevard Wichita, KS 67213	Base Bid	\$ 396,538.85

Bid meets or exceeds all major specifications:  X  YES   NO  
Bid meets or exceeds all minor specifications:  X  YES   NO

DEVIATIONS: **Did meet the specifications.**

Nowak Construction Co. P.O. Box 218 200 S. Goddard Rd. Goddard, KS 67052	Base Bid	\$ 456,810.75
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Bid meets or exceeds all major specifications:  X  YES   NO  
Bid meets or exceeds all minor specifications:  X  YES   NO

DEVIATIONS: **Did meet the specifications.**

Luckinbill, Inc. P.O. Box 186 Enid, OK 73702	Base Bid	\$ 581,290.50
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Bid meets or exceeds all major specifications:  X  YES   NO  
Bid meets or exceeds all minor specifications:  X  YES   NO

DEVIATIONS: **Did meet the specifications.**

Matthews Trenching 919 S. Fairmont Oklahoma City, OK 73129	Base Bid	\$ 790,910.00
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Bid meets or exceeds all major specifications:  X  YES   NO  
Bid meets or exceeds all minor specifications:  X  YES   NO

DEVIATIONS: **Did meet the specifications.**

Thorstad Companies 108 W. 4 <sup>th</sup> Street Suite 203 Dell Rapids, SD 57022	Base Bid	\$1,626,487.50
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Bid meets or exceeds all major specifications:  X  YES   NO  
Bid meets or exceeds all minor specifications:  X  YES   NO

DEVIATIONS: **Did meet the specifications.**

RECOMMENDATION: Award contract to Mies Construction Inc, in the amount of \$396,538.85.

**City Commission Meeting**

**9. 1.**

**Meeting Date:** 11/03/2015

**Submitted By:** Ashley Keim, Executive Assistant

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**SUBJECT:**

**APPROVE CHANGE ORDER NO. 1 WITH NOWAK CONSTRUCTION CO., INC., GODDARD, KANSAS, IN THE DEDUCT AMOUNT OF \$29,688.00.00, AND ACCEPT THE SANITARY SEWER LINE REPAIR AT SOUTH GRAND AVENUE AND FRANTZ AVENUE, PROJECT NO. S-1602.**

**BACKGROUND:**

The sanitary sewer main at South Grand Avenue and Frantz Avenue became exposed and deteriorated. This project replaced the exposed and deteriorated sanitary sewer main and constructed support structures.

Change Order No. 1 will deduct \$29,688.00.00 from the contract to adjust for final quantities as measured in place for all corrected work. Final contract amount is \$66,936.00.

Based on field condition found, the pipe replacement amount was reduced by 31 feet and two concrete piers were deleted.

The project is presented for acceptance. There is a three (3) year Maintenance Bond on this project.

**RECOMMENDATION**

Approve Change Order No. 1 and Accept Project.

**PRESENTER:**

Lucky Airehrour, Project Engineer.

---

**City Commission Meeting**

**9. 2.**

**Meeting Date:** 11/03/2015

**Submitted By:** Ashley Keim, Executive Assistant

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**SUBJECT:**

**EXECUTE AN AGREEMENT WITH THE UNITED STATES DEPARTMENT OF THE INTERIOR, IN THE AMOUNT OF \$19,500.00, FOR THE GEOLOGICAL SURVEY FOR THE STREAM MONITORING PROGRAM ON SKELETON CREEK.**

**BACKGROUND:**

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

The cost of operating the station is \$24,500.00 per year. The U.S.G.S. provides \$5,000.00 but requires a local government match to keep the station operating. Koch Nitrogen receives the benefit of the monitoring station and advances the local share resulting in no cost to the City of Enid. The City of Enid has received Koch's contribution for this year's contract.

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

This agreement covers the period from July 1, 2015, through June 30, 2016.

**RECOMMENDATION**

Approve Agreement.

**PRESENTER:**

Robert Hitt, P.E., City Engineer.

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**Fiscal Impact**

**Budgeted Y/N:** Y  
**Amount:** \$19,500.00.  
**Funding Source:**  
General Fund.

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**Attachments**

Agreement.  
Cost Estimate.  
Letter.

---

Form 9-1366  
(April 2015)

**U.S. DEPARTMENT OF THE INTERIOR  
GEOLOGICAL SURVEY**

**JOINT FUNDING AGREEMENT**

Customer #: 600000286  
 Agreement #: 16C4SH000700016  
 Project #: SH00AA5  
 TIN #: 73-6005197  
 Fixed Cost Agreement YES

FOR

Water Resources Investigations

**THIS AGREEMENT is entered into as of the, 1st day of October, 2015 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Enid, party of the second part.**

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for the Continuation of the Operation and Maintenance of the Streamflow-Gaging Station and the Continuous Water-Quality Monitor on Skeleton Creek at Enid, Oklahoma herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of

(a) by the party of the first part during the period

Amount	Date	to	Date
\$5,000.00	October 1, 2015		June 30, 2016

(b) by the party of the second part during the period

Amount	Date	to	Date
\$19,500.00	October 1, 2015		June 30, 2016

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of:

Description of the USGS regional/national program:

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

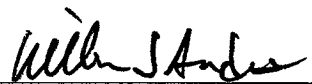
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

**9-1366 (Continuation)**      Customer #: 600000286      Agreement #: 16C4SH000700016

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered Annually. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

<p align="center"><b>U.S. Geological Survey</b>  <b>United States</b>  <b>Department of the Interior</b>  <u><b>USGS Point of Contact</b></u></p> <p>Name: Jason Lewis          Address: 202 NW 66th Street          Building 7          Oklahoma City, OK 73116          Telephone: 405-810-4404          Email: jmlewis@usgs.gov</p>	<p align="center">City of Enid</p> <p align="center"><u><b>Customer Point of Contact</b></u></p> <p>Name: Robert Hitt          Address: PO Box 1768          Enid, OK 74702          Telephone: 580-234-0400          Email:</p>
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**Signatures and Date**

Signature: 	Date: _____
Name: William J. Andrews	Name: _____
Title: Director, Oklahoma Water Science Center	Title: _____

Proposed  
Cooperative Program between  
The City of Enid  
and the U.S. Geological Survey  
for the Fiscal Year ending June 30, 2016

**Program Description:**

The stream-gaging program for Skeleton Creek at Enid, Oklahoma, initiated February 17, 1996, consists of the discharge data for one streamflow-gaging station; and continues to operate under the U.S. Geological Survey's data collection program. Beginning January, 2012 a real-time specific conductance water-quality monitor was added at the streamgage location. The U.S. Geological Survey (USGS) will operate and maintain long-term records on a cooperative basis with the City of Enid.

The purpose is to develop low-flow statistics for the point source in water of Skeleton Creek. Satellite telemetry is incorporated at this site to provide continuous real-time data reporting.

Data collection costs are shared between the City of Enid and the U.S. Geological Survey. We propose the continuation of the program for the period July 1, 2015 through June 30, 2016 as summarized below:

<u>Station No.</u>	<u>Station Name</u>	<u>Total</u>
07160350	Skeleton Creek at Enid, OK	\$14,500.00
07160350	Specific Conductance Monitor	\$10,000.00
	City of Enid's share	\$19,500.00
	USGS Federal Cooperative Water Matching Funds	<u>\$ 5,000.00</u>
	Total:	\$24,500.00



## United States Department of the Interior

U.S. GEOLOGICAL SURVEY  
Oklahoma Water Science Center  
202 N.W. 66<sup>th</sup> Street, Building 7  
Oklahoma City, OK 73116

October 19, 2015

Mr. Robert Hitt  
City of Enid  
P.O. Box 1768  
Enid, OK 73702

Dear Mr. Hitt:

Enclosed are cost estimates and the Joint Funding Agreement for the Operation and Maintenance of the Streamflow-Gaging Station and the Continuous Water Quality Monitor on Skeleton Creek at Enid, Oklahoma between the City of Enid and the U.S. Geological Survey.

This agreement is for the period October 1, 2015 to June 30, 2016. The City of Enid's contribution is \$19,500.00. The U.S. Geological Survey Federal Cooperative Water Matching Program will contribute \$5,000.00. It is understood that future agreements will have the July 1 through June 30 period of performance as in all other years of this project.

The USGS, Oklahoma Water Science Center DUNS No. is 094774676. The U.S. Geological Survey Employer ID (Tax ID) is 53-0196958.

Work performed with funds from this agreement will be conducted on a fixed-cost basis and you will be billed annually. Total billing will not exceed the dollar amount stated on the Joint Funding Agreement. A DI-1040, Down Payment Request, will be the document used for billing purposes.

The results of all work under this agreement will be available for publication by the U.S. Geological Survey with the City of Enid identified as the cooperating agency.

Please indicate your acceptance of the agreement by signing these documents. Keep two signed copies for your files and return two original signed copies to this office.

Please contact Jason Lewis at 405-810-4404, if you have technical questions concerning the project or other natural resource issues. Administrative questions should be directed to Suzanne Mitchell at 405-810-4421.

Sincerely,

William J. Andrews, Director,  
Oklahoma Water Science Center

**City Commission Meeting**

**9. 3.**

**Meeting Date:** 11/03/2015

**Submitted By:** Ashley Keim, Executive Assistant

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**SUBJECT:**

**ACCEPT THE SANITARY SEWER EXTENSION TO SERVE THE STONEBRIDGE RESIDENTIAL DEVELOPMENT, BLOCKS 1-3, PROJECT NO. S-1420A.**

**BACKGROUND:**

This project provided for 642 linear feet of eight (8) inch PVC sanitary sewer line to serve the Stonebridge Development Blocks 1-3, located in the Southeast Quarter, Section 2, Township 22 North, Range 7 West, Garfield County, Oklahoma near the intersection of Cleveland Street and Chestnut Ave.

The contractor has completed all work, and the project is presented for acceptance. There is a one (1) year Maintenance Bond on this project.

**RECOMMENDATION**

Accept.

**PRESENTER:**

Robert Hitt, P.E., City Engineer.

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**City Commission Meeting**

**9. 4.**

**Meeting Date:** 11/03/2015

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

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**SUBJECT:**

**AWARD AND EXECUTE CONTRACTS FOR SERVICES BETWEEN THE CITY OF ENID COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND SANDBOX LEARNING CENTER; BOOKER T. WASHINGTON COMMUNITY CENTER (BTW); AND COMMUNITY DEVELOPMENT SUPPORT ASSOCIATION (CDSA) TO ADMINISTER THE B-15-40-0006 GRANT FUNDED ACTIVITIES.**

**BACKGROUND:**

The City of Enid, as an entitlement community for receipt of CDBG funding, received a 2015 allocation of \$399,384.00. Funding allocations were appropriated to Sandbox Learning Center in the amount of \$10,000.00 for playground improvements at the non-profit daycare center; BTW in the amount of \$44,938.40 to provide financial assistance for tutoring services for the afterschool program; and to CDSA in the amount of \$75,000.00 to assist with homeless prevention activities in the form of emergency repairs, barrier removal and delivery of HOME activities. Funding was approved for each activity by the Commission on April 14, 2015 as part of the FY 2015 Community Development Block Grant (CDBG) funding process. These agencies and the funded activities further the goals of the City of Enid as submitted in the Five-Year Consolidated Plan to address housing, redevelopment activities, and assist in the enhancement of public services activities.

**RECOMMENDATION**

Award and execute contracts.

**PRESENTER:**

Stephanie Carr, CDBG Administrator.

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**Attachments**

Booker T Contract

CDSA Grant Contract

Sandbox Learning Contract

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

This Contract is made and entered into on this 3rd day of November, 2015, by and between the City of Enid, Oklahoma, an Oklahoma Municipal Corporation, hereinafter called "City," and Booker T. Washington Community Center, Inc., an Oklahoma Non-Profit Corporation, hereinafter called "Subrecipient."

**W I T N E S S E T H**

**WHEREAS**, the City manages certain Community Development Block Grant (CDBG) funds from the B-15-MC-40-0006 Housing and Urban Development (HUD) contract; and,

**WHEREAS**, Subrecipient has made application for grant funds in the amount of forty four thousand nine hundred thirty eight dollars and forty cents (\$44,938.40); and,

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

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

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

1. Statement of Work:

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

- 1) Ensure recognition of the CDBG funding source for this project in all publication and promotional materials.
  - 2) Ensure that, to the greatest extent feasible, opportunities for training and employment arising in connection with this project will be extended to lower income project area residents.
  - 3) To the greatest extent feasible, utilize business concerns located in, or substantially owned by residents of, the project area, in the award of subcontracts and the purchase of services and supplies.
- D. Term. This contract shall be effective for one year from the date of execution, and all work required under this Contract shall be completed within that time.
- E. Grant Funds Approved. City shall provide grant funding in the amount of actual expenditures not to exceed twenty three thousand six hundred eighty dollars (\$23,680.00) from the B-13-MC-40-0006 HUD contract funding allocation.
- F. Payment to Subrecipient. Subrecipient shall submit either an invoice requesting reimbursement for allowable expenses, or an original invoice for which the City will pay the vendor directly. The submission will be reviewed for payment at a regularly scheduled meeting of the Mayor and Board of Commissioners after receipt of invoice, and if approved, will be paid within five (5) business days following the meeting. City shall not be responsible for any late fees incurred and will not reimburse Subrecipient for any late fees paid. Payments are made only from monies available to the City through the CDBG Program and are subject to the availability of such funds.
- G. Timeliness. Funds not expended within twelve (12) months of the date of execution of this Contract shall be considered for extension only upon written request of Subrecipient and approval by CDBG staff. CDBG staff reserves the right to reallocate any unexpended funds, and the extension of funds is in the sole discretion of CDBG staff.
2. Records and Reports:
- A. Maintain sufficient records to enable the City and HUD to determine whether program objectives are being met as described in 24 CFR §§ 570.506 and 570.507, which are incorporated hereby as if fully set out herein.
  - B. Provide City with monthly accomplishment reports for the duration of the project, but no less than twelve (12) months. Such reports shall be on a form provided by the City and shall include, at a minimum, center usage and number of participants, and shall be due to the City CDBG Office on or before the 10th day of the each month.

- C. Retain all books, documents, papers, records and other materials involving all activities and transactions related to this Contract for at least three (3) years from the date of submission of the final activity report, or until all audit findings have been resolved, whichever is later. Permit representatives of the City and HUD to have full access to and the right to fully examine all such material.
  - D. The City shall have the right to inspect and audit any and all records related to this Project or to the qualification of the Subrecipient for this Grant at any reasonable time.
3. Program Income: In accordance with 24 CFR § 570.504(c), any program income, as defined in 24 CFR § 570.500, received by Subrecipient shall be returned to the City.
4. Uniform Administrative Requirements:
- A. Subrecipient shall comply with the requirements and standards of OMB Circular No. A-122, “Cost Principles for Non-profit Organizations,” which is incorporated hereby as if fully setout herein.
  - B. Subrecipient shall comply with the requirements and standards of OMB Circular No. A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” which is incorporated hereby as if fully setout herein. Audits shall be conducted annually.
  - C. Subrecipient shall comply with the requirements and standards of OMB Circular A-110, as implemented at 24 CFR Part 84, “Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations” or the related CDBG provision, as specified in § 570.502(b), which is incorporated hereby as if fully setout herein.
5. Other Program Requirements:
- A. Subrecipient shall comply with the requirements of 24 CFR Part 570, Subpart K, which is incorporated hereby as if fully setout herein, except:
    - 1) The City’s responsibilities described at 24 CFR § 57-.604; and
    - 2) The City’s responsibilities under the provisions of 24 CFR Part 52.
  - B. Subrecipient shall comply with the Single Audit Act of 1984, 31 USC § 7501, *et seq.*, which is incorporated hereby as if fully setout herein. Subrecipient shall, in a timely manner, provide the City with copies of reports on any audits that include funds received from City. In the event an audit results in the determination that Subrecipient has expended contract funds on unallowable costs, Subrecipient shall immediately reimburse the City in full for all such costs. Subrecipient shall be exempt from this Act if expending less than five hundred thousand dollars

(\$500,000.00) per year in federal funds, but records must be available for review and/or audit by appropriate officials of federal agencies, pass-through entities such as the City, and the General Accounting Office (GAO).

- C. Conditions for Religious Organizations. Subrecipient agrees that funds provided under this Contract shall not be utilized for religious activities, to promote religious interest, or for the benefit of any religious organization, in accordance with 24 CFR § 570.200(j), which is incorporated hereby as if fully setout herein.
  - D. No employee, officer or agent shall participate in the selection, award or administration of a Contract supported by federal funds if a real or apparent conflict of interest might arise. Subrecipient shall comply with all regulations regarding contracting, procurement and conflict of interest, as set forth in 24 CFR Part 84, Subpart C; 24 CFR Part 85, Subpart C; and 24 CFR 570.611, all of which are incorporated hereby as if fully setout herein.
  - E. Subrecipient shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 135, which is incorporated hereby as if fully setout herein.
  - F. Subrecipient shall comply with the provisions of the Davis-Bacon Prevailing Wage Act.
6. Suspension and Termination:
- A. This agreement may be terminated or suspended, in whole or in part, by written consent of the parties.
  - B. Upon default by Subrecipient, City may:
    - 1) Temporarily withhold payments pending correction of the deficiency by Subrecipient; and
    - 2) Disallow all or part of the cost of the activity or action not in compliance; and
    - 3) Suspend or terminate, in whole or in part, this Contract; and
    - 4) Require Subrecipient to return funds to the City and/or disqualify Subrecipient from future funding; and
    - 5) Take any other legally available remedy.
  - C. In the event of termination or suspension, all materials and/or equipment purchased under this Contract shall, at the option of the City, become the property

of the City, and Subrecipient shall be entitled to payment for otherwise valid and allowable obligations which were incurred in good faith prior to notice of such action. This option of the City constitutes a security interest in any materials and/or equipment purchased or property improved by expenditure of funds under this Contract for as long as such materials and/or equipments or improvements have any value, unless the City declines its option or releases its security interest.

7. Reversion of Assets: At the time this Contract expires, all CDBG funds on hand at the time of expiration, if any, including accounts receivable, shall be transferred to the City. Additionally, any real property acquired or improved, in whole or in part, by CDBG funds in excess of twenty-five thousand dollars (\$25,000.00) shall, for five (5) years following the expiration of this Contract, continue to be used to meet the national objectives outlined in 24 CFR § 570.208, which is incorporated hereby as if fully setout herein.

8. General:

A. Duties of the City.

- 1) Upon request by Subrecipient, CDBG staff will provide technical assistance, including, but not limited to, preparation and review of the work write-up and cost estimates.
- 2) CDBG staff may perform periodic site visits to ascertain that contracted services are proceeding properly and in a satisfactory manner.
- 3) Mediate in the event of a dispute between Subrecipient and any in the event of dissatisfaction of work performed by a contractor.

B. Compliance with Laws. Subrecipient shall conduct its business under the terms of this Contract in such a manner that it does not violate Federal, State, or local laws or regulations applicable to the conduct of its operations under the terms of this contract. Funding provided under this Contract shall be conditioned upon Subrecipient's compliance with all applicable laws and regulations.

C. Insurance. Until the work is complete, Subrecipient shall carry sufficient insurance coverage to protect Contract assets from loss due to theft, fraud and/or undue physical damage.

D. Indemnification and Hold Harmless.

- 1) Subrecipient shall defend, indemnify and hold harmless the City and any and all officers, agents and employees of the City, against all damages, including but not limited to, any loss, liability, expense, suit, or claim for injury to persons or damages to property arising out of the activities of Subrecipient, its employees and agents under or in connection with this

Contract, whether or not any act or omission complained of is authorized, allowed or prohibited by Subrecipient and all reasonable expenses together with all damages and penalties thereto. Expenses shall include, without limitation, all out-of-pocket expenses, attorney's fees, witness fees, and discovery costs.

- 2) Subrecipient shall defend, indemnify and hold harmless the City and any and all officers, agents and employees of the City, from any claim or amount recovered as a result of infringement of patent, trademark or copyright, or from any claim or amounts arising or recovered under Workers' Compensation or any other laws.

E. Integration and Amendments.

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

F. Default. Under this contract, default occurs when Subrecipient fails to keep, observe, or perform any material agreement, term, or provision of this Contract, including applicable laws and regulations, to be kept, observed, or performed by it.

G. Non-Discrimination. The parties covenant (1) that no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this Contract on the ground of race, color, age, sex, handicap, or national origin; and (2) that, in carrying out the terms and

conditions of this Contract, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or national origin.

- H. Independent Status of Subrecipient. Subrecipient is a separate, legal entity from the City and the parties make this Contract accordingly. All persons working for Subrecipient under this contract shall be employees of Subrecipient and shall not be considered employees of the City. The hiring, discharge, supervision, and management of the employees of Subrecipient who provide services under this contract, including, but not limited to, the determination from time to time of the qualifications of such Subrecipient employees who are required to perform the duties of Subrecipient, and the establishment, revision, and administration of wage scales, rates of compensation, conditions of employment, and job and position descriptions with respect to all such employees of Subrecipient hereunder shall be within the sole direction of Subrecipient.
- I. Choice of Law. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this contract may be brought against any of the parties in the courts of the State of Oklahoma, County of Garfield, or, if it has or can acquire jurisdiction, in the United States District Court for the Western District of Oklahoma, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.
- J. Interpretation of Law. This contract shall be deemed to have been made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma.
- K. Notices. Whenever notice is required to be given in writing, such notice shall be hand-delivered or mailed by certified mail, return receipt requested, and directed to the respective parties at the following addresses:
- |               |  |
|---------------|--|
| CITY:         | City of Enid<br>Attn: CDBG Department<br>P.O. Box 1768<br>Enid, OK 73702       |
| SUBRECIPIENT: | Booker T. Washington Community Center, Inc.<br>800 S. 5th ST<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.
- L. Assignment. Neither party shall assign this contract or any interest herein without the express, written consent of the other party.



- M. Construction. Captions and other headings contained in this contract are for reference and identification purposes only and do not alter, modify, amend, limit, or restrict the contractual obligations of the parties.
- N. Binding Effect. This contract binds the parties and any successors and assigns of the parties.
- O. Severability. If any one or more of the sections, sentences, clauses, or parts be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this contract.
- P. Third Party Beneficiaries. Nothing in this contract, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Agreement, except as provided expressly herein.
- Q. Good Faith and Best Efforts. City and Subrecipient agree to perform obligations under this Contract in good faith and to use their respective best efforts to ensure that the each perform in a timely manner.
- R. Employment Verification. The City of Enid requires all grant subrecipients to verify that employees working pursuant to contracts with the City of Enid are legally authorized to work in the United States. Subrecipient agrees to verify and document the employment eligibility of all employees who may perform services pursuant to this Contract. Subrecipient also agrees to require all subcontractors who perform services under this Contract to verify and document the employment eligibility of all employees who may perform services pursuant to this Contract.
- S. Governmental Tort Claims Act. By entering into this Agreement, City and its “employees,” as defined by the Governmental Tort Claims Act, 51 Okla. Stat. § 151 et seq., do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Agreement modifies and/or waives any provision of the Local Government Tort Claims Act.

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

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

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

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

(SEAL)

ATTEST:

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

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

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

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

WITNESS:

\_\_\_\_\_  
Signature

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

**COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT  
BETWEEN THE CITY OF ENID AND  
THE COMMUNITY DEVELOPMENT SUPPORT ASSOCIATION, INC.**

This Contract is made and entered into on this 3rd day of November, 2015, by and between the City of Enid, Oklahoma, an Oklahoma Municipal Corporation, hereinafter called "City," and the Community Development Support Association, Inc., an Oklahoma Non-Profit Corporation, hereinafter called "Subrecipient."

**W I T N E S S E T H**

**WHEREAS**, the City manages certain Community Development Block Grant (CDBG) funds from the B-14-MC-40-0006 Housing and Urban Development (HUD) contract; and,

**WHEREAS**, Subrecipient has made application for grant funds in the amount of seventy-five thousand dollars (\$75,000.00); and,

**WHEREAS**, the City has reviewed Subrecipient's plan to administer HOME activities and to provide emergency home repairs and barrier removal assistance to qualified individuals throughout the City of Enid; and,

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

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

1. Statement of Work:

- A. Engagement of Subrecipient. The City hereby engages Subrecipient for Subrecipient to administer HOME activities and to provide emergency home repairs and barrier removal assistance to qualified individuals, for the benefit of the residents of the City of Enid. Subrecipient accepts such engagement pursuant to the terms and conditions set forth herein.
- B. Purpose. The purpose of this Contract is to state the terms, conditions and mutual understanding of the parties as to the manner in which the Subrecipient will receive and use CDBG funds.
- C. Scope of Engagement. Subrecipient shall provide HOME delivery projects, emergency home repairs and barrier removal to qualified individuals for one year from the date of execution of this Contract. Such scope of services ("services") shall include the following:

- 1) Ensure recognition of the CDBG funding source for this project in all publication and promotional materials.
  - 2) Ensure that, to the greatest extent feasible, opportunities for training and employment arising in connection with this project will be extended to lower income project area residents.
  - 3) To the greatest extent feasible, utilize business concerns located in, or substantially owned by residents of, the project area, in the award of subcontracts and the purchase of services and supplies.
- D. Term. This contract shall be effective for one year from the date of execution, and all services required under this Contract shall be completed within that time.
- E. Grant Funds Approved. City shall provide grant funding in the amount of actual expenditures not to exceed seventy-five thousand seven hundred and fifty three dollars (\$75,753.00) from the B-14-MC-40-0006 HUD contract funding allocation.
- F. Payment to Subrecipient. Subrecipient shall submit either an invoice requesting reimbursement for allowable expenses, or an original invoice for which the City will pay the vendor directly. The submission will be reviewed for payment at a regularly scheduled meeting of the Mayor and Board of Commissioners after receipt of invoice, and if approved, will be paid within five (5) business days following the meeting. City shall not be responsible for any late fees incurred and will not reimburse Subrecipient for any late fees paid. Payments are made only from monies available to the City through the CDBG Program and are subject to the availability of such funds.
- G. Timeliness. Funds not expended within twelve (12) months of the date of execution of this Contract shall be considered for extension only upon written request of Subrecipient and approval by CDBG staff. CDBG staff reserves the right to reallocate any unexpended funds, and the extension of funds is in the sole discretion of CDBG staff.
2. Records and Reports:
- A. Maintain sufficient records to enable the City and HUD to determine whether program objectives are being met as described in 24 CFR §§ 570.506 and 570.507, which are incorporated hereby as if fully set out herein.
  - B. Provide City with monthly accomplishment reports for the duration of the project, but no less than twelve (12) months. Such reports shall be on a form provided by the City and shall include, at a minimum, program usage and number of participants, and shall be due to the City CDBG Office on or before the 10th day of the each month.

- C. Retain all books, documents, papers, records and other materials involving all activities and transactions related to this Contract for at least five (5) years from the date of submission of the final activity report, or until all audit findings have been resolved, whichever is later. Permit representatives of the City and HUD to have full access to and the right to fully examine all such material.
  - D. The City shall have the right to inspect and audit any and all records related to this Project or to the qualification of the Subrecipient for this Grant at any reasonable time.
3. Program Income: In accordance with 24 CFR § 570.504(c), any program income, as defined in 24 CFR § 570.500, received by Subrecipient shall be returned to the City.
4. Uniform Administrative Requirements:
- A. Subrecipient shall comply with the requirements and standards of OMB Circular No. A-122, “Cost Principles for Non-profit Organizations,” which is incorporated hereby as if fully setout herein.
  - B. Subrecipient shall comply with the requirements and standards of OMB Circular No. A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” which is incorporated hereby as if fully setout herein. Audits shall be conducted annually.
  - C. Subrecipient shall comply with the requirements and standards of OMB Circular A-110, as implemented at 24 CFR Part 84, “Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations” or the related CDBG provision, as specified in § 570.502(b), which is incorporated hereby as if fully setout herein.
5. Other Program Requirements:
- A. Subrecipient shall comply with the requirements of 24 CFR Part 570, Subpart K, which is incorporated hereby as if fully setout herein, except:
    - 1) The City’s responsibilities described at 24 CFR § 57-.604; and
    - 2) The City’s responsibilities under the provisions of 24 CFR Part 52.
  - B. Subrecipient shall comply with the Single Audit Act of 1984, 31 USC § 7501, *et seq.*, which is incorporated hereby as if fully setout herein. Subrecipient shall, in a timely manner, provide the City with copies of reports on any audits that include funds received from City. In the event an audit results in the determination that Subrecipient has expended contract funds on unallowable costs, Subrecipient shall immediately reimburse the City in full for all such costs. Subrecipient shall be

exempt from this Act if expending less than five hundred thousand dollars (\$500,000.00) per year in federal funds, but records must be available for review and/or audit by appropriate officials of federal agencies, pass-through entities such as the City, and the General Accounting Office (GAO).

- C. Conditions for Religious Organizations. Subrecipient agrees that funds provided under this Contract shall not be utilized for religious activities, to promote religious interest, or for the benefit of any religious organization, in accordance with 24 CFR § 570.200(j), which is incorporated hereby as if fully setout herein.
  - D. No employee, officer or agent shall participate in the selection, award or administration of a Contract supported by federal funds if a real or apparent conflict of interest might arise. Subrecipient shall comply with all regulations regarding contracting, procurement and conflict of interest, as set forth in 24 CFR Part 84, Subpart C; 24 CFR Part 85, Subpart C; and 24 CFR 570.611, all of which are incorporated hereby as if fully setout herein.
  - E. Subrecipient shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 135, which is incorporated hereby as if fully setout herein.
  - F. Subrecipient shall comply with the provisions of the Davis-Bacon Prevailing Wage Act.
6. Suspension and Termination:
- A. This agreement may be terminated or suspended, in whole or in part, by written consent of the parties.
  - B. Upon default by Subrecipient, City may:
    - 1) Temporarily withhold payments pending correction of the deficiency by Subrecipient; and
    - 2) Disallow all or part of the cost of the activity or action not in compliance; and
    - 3) Suspend or terminate, in whole or in part, this Contract; and
    - 4) Require Subrecipient to return funds to the City and/or disqualify Subrecipient from future funding; and
    - 5) Take any other legally available remedy.
  - C. In the event of termination or suspension, all materials and/or equipment purchased under this Contract shall, at the option of the City, become the property

of the City, and Subrecipient shall be entitled to payment for otherwise valid and allowable obligations which were incurred in good faith prior to notice of such action. This option of the City constitutes a security interest in any materials and/or equipment purchased or property improved by expenditure of funds under this Contract for as long as such materials and/or equipments or improvements have any value, unless the City declines its option or releases its security interest.

7. Reversion of Assets: At the time this Contract expires, all CDBG funds on hand at the time of expiration, if any, including accounts receivable, shall be transferred to the City. Additionally, any real property acquired or improved, in whole or in part, by CDBG funds in excess of twenty-five thousand dollars (\$25,000.00) shall, for five (5) years following the expiration of this Contract, continue to be used to meet the national objectives outlined in 24 CFR § 570.208, which is incorporated hereby as if fully setout herein.

8. General:

A. Duties of the City.

- 1) Upon request by Subrecipient, CDBG staff will provide technical assistance, including, but not limited to, preparation and review of the work write-up and cost estimates.
- 2) CDBG Staff may perform periodic site visits to ascertain that the contracted services are proceeding properly and in a satisfactory manner.
- 3) Mediate in the event of a dispute between Subrecipient and any contractor in the event of dissatisfaction of work performed by a contractor.

B. Compliance with Laws. Subrecipient shall conduct its business under the terms of this Contract in such a manner that it does not violate Federal, State, or local laws or regulations applicable to the conduct of its operations under the terms of this contract. Funding provided under this Contract shall be conditioned upon Subrecipient's compliance with all applicable laws and regulations.

C. Insurance. Until the work is complete, Subrecipient shall carry sufficient insurance coverage to protect Contract assets from loss due to theft, fraud and/or undue physical damage.

D. Indemnification and Hold Harmless.

- 1) Subrecipient shall defend, indemnify and hold harmless the City and any and all officers, agents and employees of the City, against all damages, including but not limited to, any loss, liability, expense, suit, or claim for injury to persons or damages to property arising out of the activities of Subrecipient, its employees and agents under or in connection with this

Contract, whether or not any act or omission complained of is authorized, allowed or prohibited by Subrecipient and all reasonable expenses together with all damages and penalties thereto. Expenses shall include, without limitation, all out-of-pocket expenses, attorney's fees, witness fees, and discovery costs.

- 2) Subrecipient shall defend, indemnify and hold harmless the City and any and all officers, agents and employees of the City, from any claim or amount recovered as a result of infringement of patent, trademark or copyright, or from any claim or amounts arising or recovered under Workers' Compensation or any other laws.

E. Integration and Amendments.

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

F. Default. Under this contract, default occurs when Subrecipient fails to keep, observe, or perform any material agreement, term, or provision of this Contract, including applicable laws and regulations, to be kept, observed, or performed by it.

G. Non-Discrimination. The parties covenant (1) that no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this Contract on the ground of race, color, age, sex, handicap, or national origin; and (2) that, in carrying out the terms and



conditions of this Contract, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or national origin.

- H. Independent Status of Subrecipient. Subrecipient is a separate, legal entity from the City and the parties make this Contract accordingly. All persons working for Subrecipient under this contract shall be employees of Subrecipient and shall not be considered employees of the City. The hiring, discharge, supervision, and management of the employees of Subrecipient who provide services under this contract, including, but not limited to, the determination from time to time of the qualifications of such Subrecipient employees who are required to perform the duties of Subrecipient, and the establishment, revision, and administration of wage scales, rates of compensation, conditions of employment, and job and position descriptions with respect to all such employees of Subrecipient hereunder shall be within the sole direction of Subrecipient.
- I. Choice of Law. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this contract may be brought against any of the parties in the courts of the State of Oklahoma, County of Garfield, or, if it has or can acquire jurisdiction, in the United States District Court for the Western District of Oklahoma, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.
- J. Interpretation of Law. This contract shall be deemed to have been made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma.
- K. Notices. Whenever notice is required to be given in writing, such notice shall be hand-delivered or mailed by certified mail, return receipt requested, and directed to the respective parties at the following addresses:

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

SUBRECIPIENT: Community Development Support Association, Inc.  
114 S. Independence Ave.  
Enid, Ok 73701

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

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

- M. Construction. Captions and other headings contained in this contract are for reference and identification purposes only and do not alter, modify, amend, limit, or restrict the contractual obligations of the parties.
- N. Binding Effect. This contract binds the parties and any successors and assigns of the parties.
- O. Severability. If any one or more of the sections, sentences, clauses, or parts be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this contract.
- P. Third Party Beneficiaries. Nothing in this contract, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Agreement, except as provided expressly herein.
- Q. Good Faith and Best Efforts. City and Subrecipient agree to perform obligations under this Contract in good faith and to use their respective best efforts to ensure that the each perform in a timely manner.
- R. Employment Verification. The City of Enid requires all grant subrecipients to verify that employees working pursuant to contracts with the City of Enid are legally authorized to work in the United States. Subrecipient agrees to verify and document the employment eligibility of all employees who may perform services pursuant to this Contract. Subrecipient also agrees to require all subcontractors who perform services under this Contract to verify and document the employment eligibility of all employees who may perform services pursuant to this Contract.
- S. Governmental Tort Claims Act. By entering into this Agreement, City and its "employees," as defined by the Governmental Tort Claims Act, 51 Okla. Stat. § 151 et seq., do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Agreement modifies and/or waives any provision of the Local Government Tort Claims Act.

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

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

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

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

(SEAL)

ATTEST:

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

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

"SUBRECIPIENT"  
Community Development Support  
Association, Inc.,  
an Oklahoma Non-Profit Corporation

\_\_\_\_\_  
Signature

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

WITNESS:

\_\_\_\_\_  
Signature

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

**COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT BETWEEN  
THE CITY OF ENID AND THE SANDBOX LEARNING CENTER, INC.**

This Contract is made and entered into on this 3rd day of November, 2015, by and between the City of Enid, Oklahoma, an Oklahoma Municipal Corporation, hereinafter called "City," and the Sandbox Learning Center, Inc., an Oklahoma Non-Profit Corporation, hereinafter called "Subrecipient."

W I T N E S S E T H

**WHEREAS**, the City manages certain Community Development Block Grant (CDBG) funds from the B-15-MC-40-0006 Housing and Urban Development (HUD) contract; and,

**WHEREAS**, Subrecipient has made application for grant funds in the amount of ten thousand dollars (\$10,000.00); and,

**WHEREAS**, the City has reviewed Subrecipient's plan for playground improvements at the childcare center; and,

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

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

1. Statement of Work:

- A. Engagement of Subrecipient. The City hereby engages Subrecipient to make improvements to the playground area and by installing ADA accessible playground equipment at the childcare center in the Sandbox Learning Center for the benefit of the residents of the City of Enid. Subrecipient accepts such engagement pursuant to the terms and conditions set forth herein.
- B. Purpose. The purpose of this Contract is to state the terms, conditions and mutual understanding of the parties as to the manner in which the Subrecipient will receive and use CDBG funds.
- C. Scope of Engagement. Subrecipient shall install timbers around fall zone, fall zone material, picket fence with gate surrounding area, kick out mats, ADA ramp for large play area, shade structure and landscaping materials at the Sandbox Learning Center, which is located in a designated Low/Moderate Income Census Tract 6 with the City of Enid, Oklahoma, and serves low and moderate income families.

The estimated cost for each is as follows:

Timbers=\$1,610.00

Fall zone material=\$3333.00

Picket Fencing=938.15

Kick out mats=\$400.00

ADA Ramp installation=\$700.00

Shade Structure=\$2096.00

Landscaping=\$1000.00

The estimated total for this project is \$10,077.15 however; CDBG will only pay actual expenditures not to exceed \$10,000.00.

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

- 1) Prior to the project start date, obtain approval of all expenditures from the CDBG Project Coordinator.
  - 2) Prior to the project start date, obtain an environmental review to determine compliance with applicable laws and regulations, i.e.: State Historic Preservation Office, Lead Base Paint regulations, asbestos, Americans with Disabilities Act, etc.
  - 3) Make improvements to the kitchen area and installing blinds throughout the childcare center in the Sandbox Learning Center within one (1) year of the date of execution of this Contract.
  - 4) Ensure recognition of the CDBG funding source for this project in all publication and promotional materials.
  - 5) Ensure that, to the greatest extent feasible, opportunities for training and employment arising in connection with this project will be extended to lower income project area residents.
  - 6) To the greatest extent feasible, utilize business concerns located in, or substantially owned by residents of, the project area, in the award of subcontracts and the purchase of services and supplies.
- D. Term. This contract shall be effective for one year from the date of execution, and all work required under this Contract shall be completed within that time.
- E. Grant Funds Approved. City shall provide grant funding in the amount of actual expenditures not to exceed ten thousand dollars (\$10,000.00) from the B-15-MC-40-0006 HUD contract funding allocation.
- F. Requests for Payments. For the purchase of supplies or contractual services, Subrecipient shall adhere to the following procedures:
- 1) \$2,500 to \$9,999 - obtain three (3) written or verbal quotes.

- 2) \$10,000 to \$49,999 - obtain three (3) written quotes.
  - 3) Over \$50,000 - adhere to competitive sealed bidding procedures as described in the City of Enid Purchasing Manual.
  - 4) Submit the quotes and/or bids to the City CDBG Department. Upon approval by the City CDBG Department, the item(s) may be ordered and/or a Notice to Proceed issued.
  - 5) Operating and maintenance costs are ineligible for CDBG funding. These expenses include, but are not limited to, mowing, replacement of expended light bulbs, staff salaries, utility costs, and similar expenses which are not necessary for the operation of the facility.
- G. Payment to Subrecipient. Subrecipient shall submit either an invoice requesting reimbursement for allowable expenses, or an original invoice for which the City will pay the vendor directly. The submission will be reviewed for payment at a regularly scheduled meeting of the Mayor and Board of Commissioners after receipt of invoice, and if approved, will be paid within five (5) business days following the meeting. City shall not be responsible for any late fees incurred and will not reimburse Subrecipient for any late fees paid. Payments are made only from monies available to the City through the CDBG Program and are subject to the availability of such funds.
- H. Timeliness. Funds not expended within twelve (12) months of the date of execution of this Contract shall be considered for extension only upon written request of Subrecipient and approval by CDBG staff. CDBG staff reserves the right to reallocate any unexpended funds, and the extension of funds is in the sole discretion of CDBG staff.
2. Records and Reports:
- A. Maintain sufficient records to enable the City and HUD to determine whether program objectives are being met as described in 24 CFR §§ 570.506 and 570.507, which are incorporated hereby as if fully setout herein.
  - B. Provide City with monthly accomplishment reports for the duration of the project, but no less than twelve (12) months. Such reports shall be on a form provided by the City and shall include, at a minimum, center usage and number of participants, and shall be due to the City CDBG Office on or before the 10th day of the each month.
  - C. Retain all books, documents, papers, records and other materials involving all activities and transactions related to this Contract for at least five (5) years from the date of submission of the final activity report, or until all audit findings have

been resolved, whichever is later. Permit representatives of the City and HUD to have full access to and the right to fully examine all such material.

- D. The City shall have the right to inspect and audit any and all records related to this Project or to the qualification of the Subrecipient for this Grant at any reasonable time.
3. Program Income: In accordance with 24 CFR § 570.504(c), any program income, as defined in 24 CFR § 570.500, received by Subrecipient shall be returned to the City.
4. Uniform Administrative Requirements:
- A. Subrecipient shall comply with the requirements and standards of OMB Circular No. A-122, “Cost Principles for Non-profit Organizations,” which is incorporated hereby as if fully setout herein.
- B. Subrecipient shall comply with the requirements and standards of OMB Circular No. A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” which is incorporated hereby as if fully setout herein. Audits shall be conducted annually.
- C. Subrecipient shall comply with the requirements and standards of OMB Circular A-110, as implemented at 24 CFR Part 84, “Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations” or the related CDBG provision, as specified in § 570.502(b), which is incorporated hereby as if fully setout herein.
5. Other Program Requirements:
- A. Subrecipient shall comply with the requirements of 24 CFR Part 570, Subpart K, which is incorporated hereby as if fully setout herein, except:
- 1) The City’s responsibilities described at 24 CFR § 57-.604; and
  - 2) The City’s responsibilities under the provisions of 24 CFR Part 52.
- B. Subrecipient shall comply with the Single Audit Act of 1984, 31 USC § 7501, *et seq.*, which is incorporated hereby as if fully setout herein. Subrecipient shall, in a timely manner, provide the City with copies of reports on any audits that include funds received from City. In the event an audit results in the determination that Subrecipient has expended contract funds on unallowable costs, Subrecipient shall immediately reimburse the City in full for all such costs. Subrecipient shall be exempt from this Act if expending less than five hundred thousand dollars (\$500,000.00) per year in federal funds, but records must be available for review and/or audit by appropriate officials of federal agencies, pass-through entities such as the City, and the General Accounting Office (GAO).

- C. Conditions for Religious Organizations. Subrecipient agrees that funds provided under this Contract shall not be utilized for religious activities, to promote religious interest, or for the benefit of any religious organization, in accordance with 24 CFR § 570.200(j), which is incorporated hereby as if fully setout herein.
- D. No employee, officer or agent shall participate in the selection, award or administration of a Contract supported by federal funds if a real or apparent conflict of interest might arise. Subrecipient shall comply with all regulations regarding contracting, procurement and conflict of interest, as set forth in 24 CFR Part 84, Subpart C; 24 CFR Part 85, Subpart C; and 24 CFR 570.611, all of which are incorporated hereby as if fully setout herein.
- E. Subrecipient shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 135, which is incorporated hereby as if fully setout herein.
- F. Subrecipient shall comply with the provisions of the Davis-Bacon Prevailing Wage Act.

6. Suspension and Termination:

- A. This agreement may be terminated or suspended, in whole or in part, by written consent of the parties.
- B. Upon default by Subrecipient, City may:
  - 1) Temporarily withhold payments pending correction of the deficiency by Subrecipient; and
  - 2) Disallow all or part of the cost of the activity or action not in compliance; and
  - 3) Suspend or terminate, in whole or in part, this Contract; and
  - 4) Require Subrecipient to return funds to the City and/or disqualify Subrecipient from future funding; and
  - 5) Take any other legally available remedy.
- C. In the event of termination or suspension, all materials and/or equipment purchased under this Contract shall, at the option of the City, become the property of the City, and Subrecipient shall be entitled to payment for otherwise valid and allowable obligations which were incurred in good faith prior to notice of such action. This option of the City constitutes a security interest in any materials



and/or equipment purchased or property improved by expenditure of funds under this Contract for as long as such materials and/or equipments or improvements have any value, unless the City declines its option or releases its security interest.

7. Reversion of Assets: At the time this Contract expires, all CDBG funds on hand at the time of expiration, if any, including accounts receivable, shall be transferred to the City. Additionally, any real property acquired or improved, in whole or in part, by CDBG funds in excess of twenty-five thousand dollars (\$25,000.00) shall, for five (5) years following the expiration of this Contract, continue to be used to meet the national objectives outlined in 24 CFR § 570.208, which is incorporated hereby as if fully set out herein.

8. General:

A. Duties of the City.

- 1) Upon request by Subrecipient, CDBG staff will provide technical assistance, including, but not limited to, preparation and review of the work write-up and cost estimates.
- 2) City Rehabilitation Inspector will perform periodic site visits to ascertain that approved and contracted rehabilitation work is proceeding properly and in a satisfactory manner.
- 3) Upon request by Subrecipient, shall review and consider authorization of change orders.
- 4) Mediate in the event of a dispute between Subrecipient and any in the event of dissatisfaction of work performed by a contractor.

B. Compliance with Laws. Subrecipient shall conduct its business under the terms of this Contract in such a manner that it does not violate Federal, State, or local laws or regulations applicable to the conduct of its operations under the terms of this contract. Funding provided under this Contract shall be conditioned upon Subrecipient's compliance with all applicable laws and regulations.

C. Insurance. Until the work is complete, Subrecipient shall carry sufficient insurance coverage to protect Contract assets from loss due to theft, fraud and/or undue physical damage.

D. Indemnification and Hold Harmless.

- 1) Subrecipient shall defend, indemnify and hold harmless the City and any and all officers, agents and employees of the City, against all damages, including but not limited to, any loss, liability, expense, suit, or claim for injury to persons or damages to property arising out of the activities of

Subrecipient, its employees and agents under or in connection with this Contract, whether or not any act or omission complained of is authorized, allowed or prohibited by Subrecipient and all reasonable expenses together with all damages and penalties thereto. Expenses shall include, without limitation, all out-of-pocket expenses, attorney's fees, witness fees, and discovery costs.

- 2) Subrecipient shall defend, indemnify and hold harmless the City and any and all officers, agents and employees of the City, from any claim or amount recovered as a result of infringement of patent, trademark or copyright, or from any claim or amounts arising or recovered under Workers' Compensation or any other laws.

E. Integration and Amendments.

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

F. Default. Under this contract, default occurs when Subrecipient fails to keep, observe, or perform any material agreement, term, or provision of this Contract, including applicable laws and regulations, to be kept, observed, or performed by it.

G. Non-Discrimination. The parties covenant (1) that no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this Contract on the ground of race, color, age,

sex, handicap, or national origin; and (2) that, in carrying out the terms and conditions of this Contract, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or national origin.

- H. Independent Status of Subrecipient. Subrecipient is a separate, legal entity from the City and the parties make this Contract accordingly. All persons working for Subrecipient under this contract shall be employees of Subrecipient and shall not be considered employees of the City. The hiring, discharge, supervision, and management of the employees of Subrecipient who provide services under this contract, including, but not limited to, the determination from time to time of the qualifications of such Subrecipient employees who are required to perform the duties of Subrecipient, and the establishment, revision, and administration of wage scales, rates of compensation, conditions of employment, and job and position descriptions with respect to all such employees of Subrecipient hereunder shall be within the sole direction of Subrecipient.
- I. Choice of Law. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this contract may be brought against any of the parties in the courts of the State of Oklahoma, County of Garfield, or, if it has or can acquire jurisdiction, in the United States District Court for the Western District of Oklahoma, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.
- J. Interpretation of Law. This contract shall be deemed to have been made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma.
- K. Notices. Whenever notice is required to be given in writing, such notice shall be hand-delivered or mailed by certified mail, return receipt requested, and directed to the respective parties at the following addresses:

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

SUBRECIPIENT: The Sandbox Learning Center, Inc.  
411 E. Illinois  
Enid, Ok 73701

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

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

- M. Construction. Captions and other headings contained in this contract are for reference and identification purposes only and do not alter, modify, amend, limit, or restrict the contractual obligations of the parties.
- N. Binding Effect. This contract binds the parties and any successors and assigns of the parties.
- O. Severability. If any one or more of the sections, sentences, clauses, or parts be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this contract.
- P. Third Party Beneficiaries. Nothing in this contract, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Agreement, except as provided expressly herein.
- Q. Good Faith and Best Efforts. City and Subrecipient agree to perform obligations under this Contract in good faith and to use their respective best efforts to ensure that the each perform in a timely manner.
- R. Employment Verification. The City of Enid requires all grant subrecipients to verify that employees working pursuant to contracts with the City of Enid are legally authorized to work in the United States. Subrecipient agrees to verify and document the employment eligibility of all employees who may perform services pursuant to this Contract. Subrecipient also agrees to require all subcontractors who perform services under this Contract to verify and document the employment eligibility of all employees who may perform services pursuant to this Contract.
- S. Governmental Tort Claims Act. By entering into this Agreement, City and its “employees,” as defined by the Governmental Tort Claims Act, 51 Okla. Stat. § 151 et seq., do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Agreement modifies and/or waives any provision of the Local Government Tort Claims Act.

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

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

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

---

William E. Shewey, Mayor

(SEAL)

ATTEST:

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Linda Parks, City Clerk

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

"SUBRECIPIENT"  
The Sandbox Learning Center, Inc.  
an Oklahoma Non-Profit Corporation

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Signature

---

Printed Name and Title

WITNESS:

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Signature

---

Printed Name and Title

**City Commission Meeting**

**9. 5.**

**Meeting Date:** 11/03/2015

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

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**SUBJECT:**

**AWARD AND EXECUTE MEMORANDUMS OF UNDERSTANDING FOR SERVICES BETWEEN THE CITY OF ENID COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND ENID PUBLIC TRANSPORTATION AUTHORITY (EPTA) AND PARKS DEPARTMENT TO ADMINISTER B-15-40-0006 GRANT FUNDED ACTIVITIES.**

**BACKGROUND:**

The City of Enid, as an entitlement community for receipt of CDBG funding, received a 2015 allocation of \$399,384.00. Funding allocations were appropriated to EPTA in the amount of \$5,000.00 to assist with the bus pass program and the Parks Department in the amount of \$20,000.00 for playground improvements at Don Haskins Park, located in a low income census tract of the city of Enid. Funding was approved for each activity by the commission on April 14, 2015 as part of the FY 2015 Community Development Block Grant (CDBG) funding process. These agencies and the funded activities further the goals of the City of Enid as submitted in the Five-Year Consolidated Plan to address housing, redevelopment activities, and assist in the enhancement of public services activities.

**RECOMMENDATION**

Award and execute Memorandums of Understanding.

**PRESENTER:**

Stephanie Carr, CDBG Administrator.

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**Attachments**

MOU EPTA

MOU Parks

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**COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT BETWEEN  
THE CITY OF ENID AND ENID PUBLIC TRANSPORTATION AUTHORITY**

This Contract is made and entered into on this 3rd day of November, 2015, by and between the City of Enid, Oklahoma, an Oklahoma Municipal Corporation, hereinafter called "City," and Enid Public Transit Authority, an Oklahoma Public Trust, hereinafter called "Subrecipient."

**W I T N E S S E T H**

**WHEREAS**, the City manages certain Community Development Block Grant (CDBG) funds from the B-15-MC-40-0006 Housing and Urban Development (HUD) contract; and,

**WHEREAS**, Subrecipient has made application for grant funds in the amount of five thousand dollars (\$5,000.00); and,

**WHEREAS**, the City has reviewed Subrecipient's plan to offer a Bus Pass Program for low and moderate income individuals; and,

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

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

1. Statement of Work:

- A. Engagement of Subrecipient. The City hereby engages Subrecipient for Subrecipient to provide a Bus Pass Program for the benefit of the residents of the City of Enid. Subrecipient accepts such engagement pursuant to the terms and conditions set forth herein.
- B. Purpose. The purpose of this Contract is to state the terms, conditions and mutual understanding of the parties as to the manner in which the Subrecipient will receive and use CDBG funds.
- C. Scope of Engagement. Subrecipient shall provide a Bus Pass Program for low and moderate income residents of the City of Enid. Such scope of work ("work") shall include the following:
  - 1) Prior to the project start date, obtain approval of all expenditures from the CDBG Project Coordinator.

- 2) Prior to the project start date, obtain an environmental review to determine compliance with applicable laws and regulations, i.e.: State Historic Preservation Office, Lead Base Paint regulations, asbestos, Americans with Disabilities Act, etc.
  - 3) Provide a Bus Pass Program for low and moderate income individuals for one year beginning with the date of execution of this Contract.
  - 4) Ensure recognition of the CDBG funding source for this project in all publication and promotional materials.
  - 5) Ensure that, to the greatest extent feasible, opportunities for training and employment arising in connection with this project will be extended to lower income project area residents.
  - 6) To the greatest extent feasible, utilize business concerns located in, or substantially owned by residents of, the project area, in the award of subcontracts and the purchase of services and supplies.
- D. Term. This contract shall be effective for one year from the date of execution, and all work required under this Contract shall be completed within that time.
- E. Grant Funds Approved. City shall provide grant funding in the amount of actual expenditures not to exceed five thousand dollars (\$5,000.00) from the B-15-MC-40-0006 HUD contract funding allocation.
- F. Requests for Payments. For the purchase of supplies or contractual services, Subrecipient shall adhere to the following procedures:
- 1) \$2,500 to \$9,999 - obtain three (3) written or verbal quotes.
  - 2) \$10,000 to \$49,999 - obtain three (3) written quotes.
  - 3) Over \$50,000 - adhere to competitive sealed bidding procedures as described in the City of Enid Purchasing Manual.
  - 4) Submit the quotes and/or bids to the City CDBG Department. Upon approval by the City CDBG Department, the item(s) may be ordered and/or a Notice to Proceed issued.
  - 5) Operating and maintenance costs are ineligible for CDBG funding. These expenses include, but are not limited to, mowing, replacement of expended light bulbs, staff salaries, utility costs, and similar expenses which are not necessary for the operation of the facility.
- G. Payment to Subrecipient. Subrecipient shall submit either an invoice requesting reimbursement for allowable expenses, or an original invoice for which the City



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

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

2. Records and Reports:

- A. Maintain sufficient records to enable the City and HUD to determine whether program objectives are being met as described in 24 CFR §§ 570.506 and 570.507, which are incorporated hereby as if fully setout herein.
- B. Provide City with monthly accomplishment reports for the duration of the project, but no less than twelve (12) months. Such reports shall be on a form provided by the City and shall include, at a minimum, usage and number of participants, and shall be due to the City CDBG Office on or before the 10th day of the each month.
- C. Retain all books, documents, papers, records and other materials involving all activities and transactions related to this Contract for at least three (3) years from the date of submission of the final activity report, or until all audit findings have been resolved, whichever is later. Permit representatives of the City and HUD to have full access to and the right to fully examine all such material.
- D. The City shall have the right to inspect and audit any and all records related to this Project or to the qualification of the Subrecipient for this Grant at any reasonable time.

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

4. Uniform Administrative Requirements:

- A. Subrecipient shall comply with the requirements and standards of OMB Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments," which is incorporated hereby as if fully setout herein.

- B. Subrecipient shall comply with the requirements and standards of OMB Circular No. A-128, "Audits of State and Local Governments," which is incorporated hereby as if fully setout herein. Audits shall be conducted annually.
  - C. Subrecipient shall comply with the requirements and standards of OMB Circular A-110, as implemented at 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or the related CDBG provision, as specified in § 570.502(a), which is incorporated hereby as if fully setout herein.
5. Other Program Requirements:
- A. Subrecipient shall comply with the requirements of 24 CFR Part 570, Subpart K, which is incorporated hereby as if fully setout herein, except:
    - 1) The City's responsibilities described at 24 CFR § 57-.604; and
    - 2) The City's responsibilities under the provisions of 24 CFR Part 52.
  - B. Subrecipient shall comply with the Single Audit Act of 1984, 31 USC § 7501, *et seq.*, which is incorporated hereby as if fully setout herein. Subrecipient shall, in a timely manner, provide the City with copies of reports on any audits that include funds received from City. In the event an audit results in the determination that Subrecipient has expended contract funds on unallowable costs, Subrecipient shall immediately reimburse the City in full for all such costs. Subrecipient shall be exempt from this Act if expending less than five hundred thousand dollars (\$500,000.00) per year in federal funds, but records must be available for review and/or audit by appropriate officials of federal agencies, pass-through entities such as the City, and the General Accounting Office (GAO).
  - C. Conditions for Religious Organizations. Subrecipient agrees that funds provided under this Contract shall not be utilized for religious activities, to promote religious interest, or for the benefit of any religious organization, in accordance with 24 CFR § 570.200(j), which is incorporated hereby as if fully setout herein.
  - D. No employee, officer or agent shall participate in the selection, award or administration of a Contract supported by federal funds if a real or apparent conflict of interest might arise. Subrecipient shall comply with all regulations regarding contracting, procurement and conflict of interest, as set forth in 24 CFR Part 84, Subpart C; 24 CFR Part 85, Subpart C; and 24 CFR 570.611, all of which are incorporated hereby as if fully setout herein.
  - E. Subrecipient shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 135, which is incorporated hereby as if fully setout herein.

F. Subrecipient shall comply with the provisions of the Davis-Bacon Prevailing Wage Act.

6. Suspension and Termination:

A. This agreement may be terminated or suspended, in whole or in part, by written consent of the parties.

B. Upon default by Subrecipient, City may:

- 1) Temporarily withhold payments pending correction of the deficiency by Subrecipient; and
- 2) Disallow all or part of the cost of the activity or action not in compliance; and
- 3) Suspend or terminate, in whole or in part, this Contract; and
- 4) Require Subrecipient to return funds to the City and/or disqualify Subrecipient from future funding; and
- 5) Take any other legally available remedy.

C. In the event of termination or suspension, all materials and/or equipment purchased under this Contract shall, at the option of the City, become the property of the City, and Subrecipient shall be entitled to payment for otherwise valid and allowable obligations which were incurred in good faith prior to notice of such action. This option of the City constitutes a security interest in any materials and/or equipment purchased or property improved by expenditure of funds under this Contract for as long as such materials and/or equipments or improvements have any value, unless the City declines its option or releases its security interest.

7. Reversion of Assets: At the time this Contract expires, all CDBG funds on hand at the time of expiration, if any, including accounts receivable, shall be transferred to the City. Additionally, any real property acquired or improved, in whole or in part, by CDBG funds in excess of twenty-five thousand dollars (\$25,000.00) shall, for five (5) years following the expiration of this Contract, continue to be used to meet the national objectives outlined in 24 CFR § 570.208, which is incorporated hereby as if fully setout herein.

8. General:

A. Duties of the City.

- 1) Upon request by Subrecipient, CDBG staff will provide technical assistance, including, but not limited to, preparation and review of the work write-up and cost estimates.
  - 2) CDBG Staff may perform periodic site visits to ascertain that work is proceeding properly and in a satisfactory manner.
  - 3) Upon request by Subrecipient, shall review and consider authorization of change orders.
  - 4) Mediate in the event of a dispute between Subrecipient and any in the event of dissatisfaction of work performed by a contractor.
- B. Compliance with Laws. Subrecipient shall conduct its business under the terms of this Contract in such a manner that it does not violate Federal, State, or local laws or regulations applicable to the conduct of its operations under the terms of this contract. Funding provided under this Contract shall be conditioned upon Subrecipient's compliance with all applicable laws and regulations.
- C. Insurance. Until the work is complete, Subrecipient shall carry sufficient insurance coverage to protect Contract assets from loss due to theft, fraud and/or undue physical damage.
- D. Indemnification and Hold Harmless.
- 1) Subrecipient shall defend, indemnify and hold harmless the City and any and all officers, agents and employees of the City, against all damages, including but not limited to, any loss, liability, expense, suit, or claim for injury to persons or damages to property arising out of the activities of Subrecipient, its employees and agents under or in connection with this Contract, whether or not any act or omission complained of is authorized, allowed or prohibited by Subrecipient and all reasonable expenses together with all damages and penalties thereto. Expenses shall include, without limitation, all out-of-pocket expenses, attorney's fees, witness fees, and discovery costs.
  - 2) Subrecipient shall defend, indemnify and hold harmless the City and any and all officers, agents and employees of the City, from any claim or amount recovered as a result of infringement of patent, trademark or copyright, or from any claim or amounts arising or recovered under Workers' Compensation or any other laws.
- E. Integration and Amendments.

- 1) This Contract constitutes the entire agreement between the parties. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this Contract.
  - 2) This Contract is subject to such modification as may be required by federal law or regulations. Any such modification may be done unilaterally by the City.
  - 3) In the event the parties fail to agree on changes or interpretations of this Contract, the decision of the City shall prevail. No course of dealings involving the parties hereto and no usage of trade shall be relevant or admissible to interpret, supplement, explain or in any way vary any of the terms expressly set forth in this Contract.
  - 4) Except as otherwise provided in this Contract, the total grant award may be modified only by written agreement of all the parties to this Contract. Such modification shall be in the form of an amendment which specifically references this Contract.
  - 5) Any amendment to this Contract shall be attached to this Contract and all of the terms in this Contract not addressed in the amendment shall remain in full force and effect.
- F. Default. Under this contract, default occurs when Subrecipient fails to keep, observe, or perform any material agreement, term, or provision of this Contract, including applicable laws and regulations, to be kept, observed, or performed by it.
- G. Non-Discrimination. The parties covenant (1) that no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this Contract on the ground of race, color, age, sex, handicap, or national origin; and (2) that, in carrying out the terms and conditions of this Contract, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or national origin.
- H. Independent Status of Subrecipient. Subrecipient is a separate, legal entity from the City and the parties make this Contract accordingly.
- I. Choice of Law. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this contract may be brought against any of the parties in the courts of the State of Oklahoma, County of Garfield, or, if it has or can acquire jurisdiction, in the United States District Court for the Western District of Oklahoma, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

- J. Interpretation of Law. This contract shall be deemed to have been made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma.
- K. Notices. Whenever notice is required to be given in writing, such notice shall be hand-delivered or mailed by certified mail, return receipt requested, and directed to the respective parties at the following addresses:

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

SUBRECIPIENT: Enid Public Transportation Authority  
1502 W. Poplar  
Enid, Ok 73703

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

- L. Assignment. Neither party shall assign this contract or any interest herein without the express, written consent of the other party.
- M. Construction. Captions and other headings contained in this contract are for reference and identification purposes only and do not alter, modify, amend, limit, or restrict the contractual obligations of the parties.
- N. Binding Effect. This contract binds the parties and any successors and assigns of the parties.
- O. Severability. If any one or more of the sections, sentences, clauses, or parts be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this contract.
- P. Third Party Beneficiaries. Nothing in this contract, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Agreement, except as provided expressly herein.
- Q. Good Faith and Best Efforts. City and Subrecipient agree to perform obligations under this Contract in good faith and to use their respective best efforts to ensure that the each perform in a timely manner.

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

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

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

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

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

(SEAL)

ATTEST:

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

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

"SUBRECIPIENT"  
Enid Public Transportation Authority  
an Oklahoma Public Trust

\_\_\_\_\_  
Signature  
Mary Beth Williams, EPTA Director

WITNESS:

\_\_\_\_\_  
Signature

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



**COMMUNITY DEVELOPMENT BLOCK GRANT  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF ENID AND THE PARKS AND RECREATION DIVISION  
OF THE PUBLIC WORKS DEPARTMENT OF THE CITY OF ENID**

This MOU is made and entered into on this 3rd day of November, 2015, by and between the City of Enid, Oklahoma, an Oklahoma Municipal Corporation, hereinafter called "City," and the Parks and Recreation Division of the Public Works Department of the City of Enid, hereinafter called "Subrecipient."

W I T N E S S E T H

**WHEREAS**, the City manages certain Community Development Block Grant (CDBG) funds from the B-15-MC-40-0006 Housing and Urban Development (HUD) contract; and,

**WHEREAS**, Subrecipient has made application for grant funds in the amount of twenty thousand dollars (\$20,000.00); and,

**WHEREAS**, the City has reviewed Subrecipient's plan for park improvement projects at Don Haskins park located in qualified census tracts; and,

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

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

1. Statement of Work:

- A. Engagement of Subrecipient. The City hereby engages Subrecipient for Subrecipient to perform certain park rehabilitation at Don Haskins Park located in low-moderate income census tract for the benefit of the residents of the City of Enid. Funding will provide lighting at Don Haskins Park and provide assistance with the funding of basketball goals and court resurfacing. City shall provide grant funding in the amount of actual expenditures not to exceed twenty thousand dollars (\$20,000.00) on the following items/activities:

Basketball resurfacing \$25,756.00

Lighting \$7,377.00

Basketball goals \$3,484.00

Subrecipient accepts such engagement pursuant to the terms and conditions set forth herein.

- B. Purpose. The purpose of this Memorandum of Understanding (MOU) is to state the terms, conditions and mutual understanding of the parties as to the manner in which the Subrecipient will receive and use CDBG funds.
- C. Scope of Engagement. Subrecipient shall rehabilitate Don Haskins Park. Such scope of work (“work”) shall include the following:
- 1) Prior to the project start date, obtain approval of all expenditures from the CDBG Project Coordinator.
  - 2) Prior to the project start date, obtain an environmental review to determine compliance with applicable laws and regulations, i.e.: State Historic Preservation Office, Lead Base Paint regulations, asbestos, Americans with Disabilities Act, etc.
  - 3) Rehabilitate the park(s) within one (1) year of the date of execution of this MOU.
  - 4) Ensure recognition of the CDBG funding source for this project in all publication and promotional materials.
  - 5) Ensure that, to the greatest extent feasible, opportunities for training and employment arising in connection with this project will be extended to lower income project area residents.
  - 6) To the greatest extent feasible, utilize business concerns located in, or substantially owned by residents of, the project area, in the award of subcontracts and the purchase of services and supplies.
- D. Ownership of Improvements. Upon completion of work and inspection by the City, the improvements and/or fixtures placed in or about the Champion Park shall immediately, and without further action required, become property of the City.
- E. Term. This MOU shall be effective for one (1) year from the date of execution, and all work required under this MOU shall be completed within that time.
- F. Grant Funds Approved. City shall provide grant funding in the amount of actual expenditures not to exceed twenty thousand dollars (\$20,000.00) from the B-15-MC-40-0006 HUD contract funding allocation.
- G. Requests for Payments. For the purchase of supplies or contractual services, Subrecipient shall adhere to the following procedures:
- 1) \$2,500 to \$9,999 - obtain three (3) written or verbal quotes.
  - 2) \$10,000 to \$49,999 - obtain three (3) written quotes.

- 3) Over \$50,000 - adhere to competitive sealed bidding procedures as described in the City of Enid Purchasing Manual.
  - 4) Submit the quotes and/or bids to the City CDBG Department. Upon approval by the City CDBG Department, the item(s) may be ordered and/or a Notice to Proceed issued.
  - 5) Operating and maintenance costs are ineligible for CDBG funding. These expenses include, but are not limited to, mowing, replacement of expended light bulbs, staff salaries, utility costs, and similar expenses which are not necessary for the operation of the facility.
- H. Payment to Subrecipient. Subrecipient shall submit an original invoice for which the City will pay the vendor directly. The submission will be reviewed for payment at a regularly scheduled meeting of the Mayor and Board of Commissioners after receipt of invoice, and if approved, will be paid within five (5) business days following the meeting. City shall not be responsible for any late fees incurred and will not reimburse Subrecipient for any late fees paid. Payments are made only from monies available to the City through the CDBG Program and are subject to the availability of such funds.
- I. Timeliness. Funds not expended within twelve (12) months of the date of execution of this MOU shall be considered for extension only upon written request of Subrecipient and approval by CDBG staff. CDBG staff reserves the right to reallocate any unexpended funds, and the extension of funds is in the sole discretion of CDBG staff.
2. Records and Reports:
- A. Maintain sufficient records to enable the City and HUD to determine whether program objectives are being met as described in 24 CFR §§ 570.506 and 570.507, which are incorporated hereby as if fully set out herein.
  - B. Provide City with monthly accomplishment reports for the duration of the project, but no less than twelve (12) months. Such reports shall be on a form provided by the City and shall include, at a minimum, park usage and number of participants, and shall be due to the City CDBG Office on or before the 10th day of the each month.
  - C. Retain all books, documents, papers, records and other materials involving all activities and transactions related to this MOU for at least five (5) years from the date of submission of the final activity report, or until all audit findings have been resolved, whichever is later. Permit representatives of the City and HUD to have full access to and the right to fully examine all such material.

- D. The City shall have the right to inspect and audit any and all records related to this Project or to the qualification of the Subrecipient for this Grant at any reasonable time.
3. Program Income: No “Program Income,” as defined by 24 CFR § 570.500 will be generated by the use of CDBG funds under this MOU.
4. Uniform Administrative Requirements:
- A. Subrecipient shall comply with the requirements and standards of OMB Circular No. A-122, “Cost Principles for Non-profit Organizations,” which is incorporated hereby as if fully setout herein.
  - B. Subrecipient shall comply with the requirements and standards of OMB Circular No. A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” which is incorporated hereby as if fully setout herein. Audits shall be conducted annually.
  - C. Subrecipient shall comply with the requirements and standards of OMB Circular A-110, as implemented at 24 CFR Part 84, “Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations” or the related CDBG provision, as specified in § 570.502(b), which is incorporated hereby as if fully setout herein.
5. Other Program Requirements:
- A. Subrecipient shall comply with the requirements of 24 CFR Part 570, Subpart K, which is incorporated hereby as if fully setout herein, except:
    - 1) The City’s responsibilities described at 24 CFR § 57-.604; and
    - 2) The City’s responsibilities under the provisions of 24 CFR Part 52.
  - B. Subrecipient shall comply with the Single Audit Act of 1984, 31 USC § 7501, *et seq.*, which is incorporated hereby as if fully setout herein. Subrecipient shall, in a timely manner, provide the City with copies of reports on any audits that include funds received from City. In the event an audit results in the determination that Subrecipient has expended contract funds on unallowable costs, Subrecipient shall immediately reimburse the City in full for all such costs. Subrecipient shall be exempt from this Act if expending less than five hundred thousand dollars (\$500,000.00) per year in federal funds, but records must be available for review and/or audit by appropriate officials of federal agencies, pass-through entities such as the City, and the General Accounting Office (GAO).
  - C. Conditions for Religious Organizations. Subrecipient agrees that funds provided under this MOU shall not be utilized for religious activities, to promote religious

interest, or for the benefit of any religious organization, in accordance with 24 CFR § 570.200(j), which is incorporated hereby as if fully setout herein.

- D. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by federal funds if a real or apparent conflict of interest might arise. Subrecipient shall comply with all regulations regarding contracting, procurement and conflict of interest, as set forth in 24 CFR Part 84, Subpart C; 24 CFR Part 85, Subpart C; and 24 CFR 570.611, all of which are incorporated hereby as if fully setout herein.
- E. Subrecipient shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 135, which is incorporated hereby as if fully setout herein.
- F. Subrecipient shall comply with the provisions of the Davis-Bacon Prevailing Wage Act.

6. Suspension and Termination:

- A. This MOU may be terminated or suspended, in whole or in part, by written consent of the parties.
- B. Upon default by Subrecipient, City may:
  - 1) Temporarily withhold payments pending correction of the deficiency by Subrecipient; and
  - 2) Disallow all or part of the cost of the activity or action not in compliance; and
  - 3) Suspend or terminate, in whole or in part, this MOU; and
  - 4) Require Subrecipient to return funds to the City and/or disqualify Subrecipient from future funding; and
  - 5) Take any other legally available remedy.
- C. In the event of termination or suspension, all materials and/or equipment purchased under this MOU shall, at the option of the City, become the property of the City, and Subrecipient shall be entitled to payment for otherwise valid and allowable obligations which were incurred in good faith prior to notice of such action. This option of the City constitutes a security interest in any materials and/or equipment purchased or property improved by expenditure of funds under this MOU for as long as such materials and/or equipments or improvements have any value, unless the City declines its option or releases its security interest.

7. Reversion of Assets: At the time this MOU expires, all CDBG funds on hand at the time of expiration, if any, including accounts receivable, shall be transferred to the City. Additionally, any real property acquired or improved, in whole or in part, by CDBG funds in excess of twenty-five thousand dollars (\$25,000.00) shall, for five (5) years following the expiration of this MOU, continue to be used to meet the national objectives outlined in 24 CFR § 570.208, which is incorporated hereby as if fully setout herein.

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

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

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

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

(SEAL)

ATTEST:

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

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

"SUBRECIPIENT"  
Parks and Recreation Division of the  
Public Works Department of the  
City of Enid

\_\_\_\_\_  
Signature

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

WITNESS:

\_\_\_\_\_  
Signature

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

**City Commission Meeting**

**9. 6.**

**Meeting Date:** 11/03/2015

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

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**SUBJECT:**

**CONSIDERATION AND DENIAL OF TORT CLAIM OF MARCIA K. GROGAN.**

**BACKGROUND:**

On or about August 28, 2015, Marcia Grogan submitted a tort claim for property damage for an unspecified amount. The claim alleged that a City of Enid dump truck changed lanes, without using the turn signal, and collided with Ms. Grogan. According to the Traffic Collision Report, both parties had contributing factors in the accident. The City forwarded that claim to its insurer, Oklahoma Municipal Group, (OMAG), which opened an investigation of the claim. Based on the investigation from OMAG, both parties were equally at fault in the accident. OMAG found no liability on the City's part regarding the incident and recommended that the City deny the claim.

**RECOMMENDATION**

Deny tort claim.

**PRESENTER:**

Andrea L. Chism, City Attorney.

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**City Commission Meeting**

**9. 7.**

**Meeting Date:** 11/03/2015

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

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**SUBJECT:**

**CONSIDERATION AND DENIAL OF TORT CLAIM OF JOHN F. TAYLOR.**

**BACKGROUND:**

On or about October 14, 2015, John F. Taylor submitted a tort claim for property damage in the amount of nine hundred fifteen dollars (\$915.00). The claim alleged that the Enid Police Department forcibly entered his rental property located at 923 S. Independence Street, causing multiple damages to the rear exterior door, interior door, and wall. The City Attorney investigated and found that the City was not liable as alleged because the damages occurred as a result of the Enid Police Department serving a warrant at the claimant's property. The City Attorney found no liability on the City's part regarding the incident and recommends that the City deny the claim.

**RECOMMENDATION**

Deny tort claim.

**PRESENTER:**

Andrea L. Chism, City Attorney.

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**City Commission Meeting**

**9. 8.**

**Meeting Date:** 11/03/2015

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

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**SUBJECT:**

**APPROVE CHANGE ORDER NO. 1 WITH THE FIELD SHOP, LITTLE ROCK, ARKANSAS, IN THE DEDUCT AMOUNT OF \$3,431.00, FOR EQUIPMENT PURCHASES FOR THE ENID TELEVISION NETWORK (ETN), PROJECT M-1414A.**

**BACKGROUND:**

This project consisted of purchasing new High Definition (HD) television equipment for the ETN studio located at 203 W. Owen K. Garriott Road.

Prior to installation of lighting equipment in the City Council Chambers, The Field Shop recommended a Dracast lighting system rather than an Ikan lighting system as originally bid. The Dracast system met the City's specific need for broadcast quality at a cost savings of \$3,431.00.

This Change Order will deduct \$3,431.00 from the original contract amount to reflect this savings.

**RECOMMENDATION**

Approve Change Order No. 1.

**PRESENTER:**

Steve Kime, Director of Public Relations-Marketing & Enid Television Network.

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**Attachments**

Change Order

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## City of Enid Change Order

Project Title: Enid Television Network

Project Number: M-1414A

Change Order No.: 1

Contractor: The Field Shop

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

Description of changed work including location, quantity, type of change, and method of payment.

No.	Quan.	Unit	Item	Unit Price	Total Price
<b>DEDUCT</b>			Ikan to Dracast Lighting		
					\$ 3,431.00
<b>Subtotal</b>					\$ 3,431.00

Original Contract: \_\_\_\_\_

Revised Contract by any prior change orders: \_\_\_\_\_ \$ -

Change Order - add or (deduct): \_\_\_\_\_ \$ 3,431.00

Revised Contract: \_\_\_\_\_ \$ 3,431.00

\_\_\_\_\_  
City Engineer

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

\_\_\_\_\_  
Mayor

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

\_\_\_\_\_  
Contractor

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

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

**City Commission Meeting**

**9. 9.**

**Meeting Date:** 11/03/2015

**Submitted By:** Ashley Keim, Executive Assistant

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**SUBJECT:**

**ENTER INTO AN AGREEMENT WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION TO PARTICIPATE IN FEDERAL-AID PROJECTS FOR THE CONSTRUCTION OF SAFETY IMPROVEMENTS AT THE RAILROAD CROSSING LOCATED AT NORTH CLEVELAND STREET AND AUTHORIZE THE PAYMENT IN THE AMOUNT OF \$21,794.00.**

**BACKGROUND:**

The City Commission approved a resolution in September 16, 2014, to share the cost of improvements of the railroad crossing on North Cleveland, DOT No. 673-844U.

The improvements will include the installation of gates to existing cantilevers, upgrade LED lenses, and new full-depth concrete crossing surface.

Total cost of these improvements is estimated to be \$217,940.00. The City's estimated share is \$21,794.00.

This action will authorize the Mayor to sign the agreement and authorize payment of the local cost share.

**RECOMMENDATION**

Approve.

**PRESENTER:**

Robert Hitt, P.E., City Engineer.

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**Fiscal Impact**

**Budgeted Y/N:** Y

**Amount:** \$21,794.00.

**Funding Source:**

Capital Improvement Funds.

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**Attachments**

Agreement

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**PROJECT AGREEMENT FOR  
FEDERAL-AID RAILROAD PROJECT**

**RRCS-224D(027)CS, J/P # 32388(04)**

**AT THE AT-GRADE CROSSING OF**

**BURLINGTON NORTHERN SANTA-FE RAILWAY COMPANY**

**AT NORTH CLEVELAND STREET IN ENID, GARFIELD COUNTY  
DOT No. 673844U**

**BY AND BETWEEN THE CITY OF ENID**

**AND**

**THE OKLAHOMA DEPARTMENT OF TRANSPORTATION**

## AGREEMENT

This AGREEMENT, entered into in triplicate the day and year last written below, by and between the City of Enid, Oklahoma, hereinafter referred to as the CITY, and the Oklahoma Department of Transportation, hereinafter referred to as the DEPARTMENT, for the following intents and purposes and subject to the following terms and conditions:

### WITNESS TO:

That the DEPARTMENT propose to make improvements to the railroad crossing as directed by the Oklahoma Transportation Commission at their meeting of June 01, 2015 authorizing State apportioned Federal-aid funds and CITY funds for participation in the project for Railroad Crossing Improvements in the City of Enid, designated as Federal-aid Project RRCS-224D(027)CS, J/P No. 32388(04) consisting of improvements to railroad crossing as follows:

**Installation of cantilevered flashing light signals with gate arms utilizing prediction circuitry at North Cleveland Street (DOT No. 673844U) in ENID, GARFIELD COUNTY.**

The location and type of any proposed construction is to be as shown on the site plans prepared by the DEPARTMENT and by reference made part of this AGREEMENT. Such plans are to be in accordance with the Oklahoma Standard Specifications for Highway Construction.

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

1. The DEPARTMENT agrees to provide the Location Site plans. Design engineering for this project will be provided by the RAILROAD. No change in plans or specifications shall be made without written consent of the parties hereto.
2. The estimated time for construction for this project is 12 months from the date of issuance of the Oklahoma Department of Transportation work order. The total estimated cost of this project is TWO HUNDRED SEVENTEEN THOUSAND NINE HUNDRED FORTY DOLLARS AND NO CENTS (\$217,940.00). The total sum to be expended for railroad services under the Agreement for this project is as follows:
  - Federal-aid Railroad Highway Grade Crossing Safety Funds for 5% of the project cost at TEN THOUSAND EIGHT HUNDRED NINETY-SEVEN DOLLARS AND NO CENTS (\$10,897.00).
  - State Grade Crossing Safety Funds for 85% of the project cost at ONE HUNDRED EIGHTY-FIVE THOUSAND TWO HUNDRED FORTY-NINE DOLLARS AND NO CENTS (\$185,249.00).
  - City funds for 10% of the signal project cost at TWENTY-ONE THOUSAND SEVEN HUNDRED NINETY-FOUR DOLLARS AND NO CENTS (\$21,794.00).

3. The CITY agrees that local funds shall be used to provide their obligations of 10% of the Signal construction costs which shall be deposited with the DEPARTMENT prior to issuance of a work order or the end of the current fiscal year, whichever first occurs.
4. Upon approval of this AGREEMENT and the plans and specifications, by the Federal Highway Administration, the RAILROAD shall install the improvements designated as Federal-aid Project RRCS-224D(027)CS, J/P No. 32388(04).
5. The CITY and DEPARTMENT agree that the final adjustments in the total cost will be made upon the completion of this project.
6. Upon completion of the railroad crossing installations provided for herein, the CITY shall, thereafter, at its own expense, maintain the advance warning signing and striping.
7. It is understood and agreed that the railroad crossing installations specified hereunder shall not be altered, removed, or cease to be operative without mutual written consent of the DEPARTMENT and the CITY.
8. The CITY shall by resolution, duly authorize the execution of this AGREEMENT by proper officials, and attach copies of such resolution.



**City Commission Meeting**

**9. 10.**

**Meeting Date:** 11/03/2015

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

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**SUBJECT:**

**APPROVAL OF CLAIMS IN THE AMOUNT OF \$1,137,406.55.**

**BACKGROUND:**

**RECOMMENDATION**

**PRESENTER:**

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**Attachments**

Claimslist

JP Morgan Claimslist

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## PURCHASE ORDER CLAIMS LIST

11/3/2015

FUND 10 DEPT 000 - N.A.

01-03315	RED ROCK DISTRIBUTING CO.	PO0131406	UNLEADED/ST	\$11,640.45
01-04656	CENTERPOINT ENERGY SERVICES, INC.	PO0131347	MONTHLY SERVICE 9/15	\$396.09
01-04898	MARTINEZ, MAYRA	PO0131446	REFUND PARK DEPOSIT	\$125.00
01-15125	OK GAS & ELECTRIC	PO0131329	MONTHLY SERVICE 9/15	\$919.64
01-15125	OK GAS & ELECTRIC	PO0131341	MONTHLY SERVICE 10/15	\$62,339.63
01-15125	OK GAS & ELECTRIC	PO0131353	MONTHLY SERVICE 10/15	\$618.82
01-15127	OK NATURAL GAS	PO0131328	MONTHLY SERVICE 9/15	\$406.66
01-15127	OK NATURAL GAS	PO0131348	MONTHLY SERVICE 10/15	\$482.91
01-15127	OK NATURAL GAS	PO0131349	MONTHLY SERVICE 10/15	\$429.94
01-15127	OK NATURAL GAS	PO0131457	MONTHLY SERVICE 10/15	\$640.05
01-19047	AT & T	PO0131472	MONTHLY SERVICE 10/15	\$3,881.42
01-67250	FRIENDS OF THE LIBRARY	PO0131517	2ND QTR DISTRIBUTION	\$1,548.96
01-80343	FENTRESS OIL COMPANY, INC.	PO0131331	OIL/ST	\$851.71
			<u>N.A. TOTAL</u>	<u>\$84,281.28</u>

FUND 10 DEPT 100 - ADM. SERVICES

01-01338	J & P SUPPLY, INC.	PO0131490	CUPS	\$102.12
01-01783	JP MORGAN CHASE	PO0131486	CHASE PAYMENT	\$1,119.37
01-03233	ENID A.M. AMBUCS	PO0131518	FLAG SUBSCRIPTION 2015	\$2,000.00
01-05124	ENID ROTARY CLUB, INC.	PO0131366	QTRLY DUES/J GILBERT	\$200.00
01-16145	PETTY CASH	PO0131411	REIMB/TRAVEL/J RILEY	\$104.13
01-67860	KIWANIS TRUST FUND, INC	PO0131378	3RD QTR DUES/MEAL/J GILBERT	\$85.00
01-80203	CARRIER OKLAHOMA	PO0131489	A/C CONTACTOR	\$405.90
			<u>ADM. SERVICES TOTAL</u>	<u>\$4,016.52</u>

FUND 10 DEPT 110 - HUMAN RESOURCES

01-01227	AUTRY VO-TECH CENTER	PO0131488	SAFETY TRAINING 10/15	\$330.00
01-01338	J & P SUPPLY, INC.	PO0130250	AUTOMATIC SCRUBBER	\$2,932.00
01-01338	J & P SUPPLY, INC.	PO0131490	LINERS/TOWELS/CUPS/ABSORBANT	\$1,239.11
01-01783	JP MORGAN CHASE	PO0131486	CHASE PAYMENT	\$528.72
01-03611	ICIMS, INC.	PO0131445	ONLINE APP SOFTWARE 10/15-1/16	\$3,449.25
01-15004	OK EMPLOYMENT SECURITY COMMISSION	PO0131443	UNEMPLOYMENT 3RD QTR 2015	\$6,360.06
01-16004	PDQ PRINTING	PO0131481	BUSINESS CARDS (2)	\$90.00
			<u>HUMAN RESOURCES TOTAL</u>	<u>\$14,929.14</u>

FUND 10 DEPT 120 - LEGAL SVCS.

01-00612	PHYSICIANS GROUP, LLC	PO0131339	WC/MEDICAL	\$88.74
01-01755	CENTRAL STATES ORTHOPEDIC SPECIALITIES	PO0131334	WC/MEDICAL	\$245.00
01-01783	JP MORGAN CHASE	PO0131486	CHASE PAYMENT	\$2,602.00
01-02018	BASS BAPTIST HEALTH CENTER - DALLAS	PO0131336	WC/MEDICAL	\$904.38
01-02154	OAKTREE MEDICAL CENTER, PC	PO0131337	WC/MEDICAL	\$128.00
01-02425	MCGEE EYE INSTITUTE	PO0131321	WC/MEDICAL	\$235.91
01-03701	TYLER TECHNOLOGIES, INC.	PO0131408	CITATION FEES 10/15	\$1,905.54
01-03898	WEST, RICKEY	PO0131435	WC/MEDICAL	\$106.95
01-03902	MCGIVERN & GILLIARD A PROFESSIONAL	PO0131320	WC/MEDICAL	\$987.80
01-03921	EXPRESS SCRIPTS, INC.	PO0131319	WC/MEDICAL	\$960.56
01-03921	EXPRESS SCRIPTS, INC.	PO0131434	WC/MEDICAL	\$679.90

01-04556	PHARMTOX SOLUTIONS, LLC.	PO0131340	WC/MEDICAL	\$1,806.54
01-04563	XPRESS WELLNESS, LLC	PO0131327	WC/MEDICAL	\$88.74
01-04618	ARENS, EDWARD C/O BOETTCHER	PO0131318	WC/MEDICAL	\$103.50
01-04833	OKLAHOMA SPINE AND MUSCULOSKELETAL	PO0131338	WC/MEDICAL	\$98.60
01-04834	MOGG, RODNEY R	PO0131324	WC/REIMB TRAVEL	\$100.97
01-04897	JOHNSTON MEDICAL MGMT & CONSULTING	PO0131407	WC/MEDICAL	\$1,154.02
01-16145	PETTY CASH	PO0131405	REIMB/TRAVEL/C STEIN	\$131.56
01-16145	PETTY CASH	PO0131412	REIMB/CLOTHING ALLOW/A CHISM	\$248.00
01-16145	PETTY CASH	PO0131412	REIMB/COPIES	\$21.00
01-16145	PETTY CASH	PO0131419	REIMB/CLOTHING ALLOW/A CHISM	\$199.49
01-19194	OK TAX COMMISSION	PO0131301	3RD QTR 2015 MITF ASSESSMENT	\$5,001.54
01-33380	OPFER, DAVID	PO0131302	WC/MEDICAL	\$317.36
01-33380	OPFER, DAVID	PO0131114	WC/MEDICAL	\$317.36
01-39640	RADIOLOGY ASSOC. OF ENID	PO0131323	WC/MEDICAL	\$214.95
			<u>LEGAL SVCS. TOTAL</u>	<u>\$18,648.41</u>

FUND 10 DEPT 140 - SAFETY

01-01783	JP MORGAN CHASE	PO0131486	CHASE PAYMENT	\$1,869.02
01-02034	OKLA. DEPT. OF LABOR	PO0131485	ELEVATOR INSPECTION 10/15	\$100.00
			<u>SAFETY TOTAL</u>	<u>\$1,969.02</u>

FUND 10 DEPT 150 - PR/MARKETING

01-01783	JP MORGAN CHASE	PO0131486	CHASE PAYMENT	\$1,361.14
01-02421	SUDDENLINK	PO0131380	MONTHLY SERVICE 10/15	\$14.01
01-04902	EHS TIP IN CLUB	PO0131524	ADVERTISEMENT	\$100.00
01-16004	PDQ PRINTING	PO0131354	BUSINESS CARDS/D TATE	\$45.00
01-49880	DELL MARKETING, LP	PO0130830	COMPUTER/WORK STATION	\$2,607.02
			<u>PR/MARKETING TOTAL</u>	<u>\$4,127.17</u>

FUND 10 DEPT 200 - GENERAL GOVERNMENT

01-01783	JP MORGAN CHASE	PO0131486	CHASE PAYMENT	\$946.77
01-04680	ENID EVENT CENTER	PO0131468	BANQUET/COE WALK OF FAME	\$131.33
01-04896	RICHARDSON HOMES	PO0131391	REFUND/PERMIT FEE	\$39.35
01-04900	AYLING, PETER J.	PO0131502	TORT CLAIM	\$113.72
01-04901	GOETZ, AARON	PO0131508	TORT CLAIM	\$506.46
01-07098	GARFIELD CO. TREASURER	PO0131346	COST ACCRUED/MOWING CLEANING	\$25.49
01-08060	HENSON CONSTRUCTION CO., INC.	PO0131509	TORT CLAIM	\$323.11
01-16145	PETTY CASH	PO0131419	REIMB/FILING FEES	\$38.00
01-36830	MAIN STREET ENID, INC.	PO0129429	LOCAL PROGRAM FUNDING 10/15	\$6,250.00
01-39700	GARFIELD CO. LEGAL NEWS	PO0131392	PUBLICATIONS	\$223.95
01-39700	GARFIELD CO. LEGAL NEWS	PO0131487	PUBLICATIONS	\$195.10
01-58150	MCAFFEE & TAFT	PO0131394	PROFESSIONAL SERVICE	\$4,086.15
			<u>GENERAL GOVERNMENT TOTAL</u>	<u>\$12,879.43</u>

FUND 10 DEPT 210 - ACCOUNTING

01-00085	PITNEY BOWES	PO0131363	QTRLY POSTAGE RENEW 11/15-2/16	\$240.00
01-01783	JP MORGAN CHASE	PO0131486	CHASE PAYMENT	\$39.17
01-04220	CAPRISK CONSULTING GROUP	PO0131404	ACTUARIAL STUDY	\$4,500.00
			<u>ACCOUNTING TOTAL</u>	<u>\$4,779.17</u>

FUND 10 DEPT 220 - RECORDS & RECEIPTS

01-16145	PETTY CASH	PO0131412	REIMB/DRAWER SHORTAGE	\$10.00
			<u>RECORDS &amp; RECEIPTS TOTAL</u>	<u>\$10.00</u>

FUND 10 DEPT 250 - INFORMATION TECHNOLOGY

01-01768	AT&T INTERNET SERVICES, INC.	PO0129608	INTERNET SERVICE 2015/2016	\$1,037.36
01-01783	JP MORGAN CHASE	PO0131486	CHASE PAYMENT	\$144.55
			<u>INFORMATION TECHNOLOGY TOTAL</u>	<u>\$1,181.91</u>

FUND 10 DEPT 300 - COMMUNITY DEVELOPMENT

01-16145	PETTY CASH	PO0131405	REIMB/MEAL/K RUTHER	\$55.45
01-16145	PETTY CASH	PO0131411	REIMB/TRAVEL/K RUTHER	\$95.67
			<u>COMMUNITY DEVELOPMENT TOTAL</u>	<u>\$151.12</u>

FUND 10 DEPT 350 - CODE ENFORCEMENT

01-01783	JP MORGAN CHASE	PO0131486	CHASE PAYMENT	\$554.06
01-02082	AT&T MOBILITY	PO0131506	MONTHLY SERVICE 9/15	\$97.17
01-04116	DOWNTOWN THREADS	PO0131373	LOGO SHIRTS (5)	\$70.45
01-04732	DEAL LAWN CARE	PO0131388	MOW/1363 CHICKASAW	\$75.00
01-04732	DEAL LAWN CARE	PO0131388	MOW/1609 W MAPLE	\$415.00
01-04732	DEAL LAWN CARE	PO0131388	MOW/5308 RIDGEVIEW	\$75.00
01-04732	DEAL LAWN CARE	PO0131388	MOW/1301 W OKLAHOMA	\$75.00
01-04732	DEAL LAWN CARE	PO0131388	MOW/619 N TYLER	\$75.00
01-04766	CLM MOWING	PO0131505	MOW/1621 W CHEROKEE	\$100.00
01-04766	CLM MOWING	PO0131514	MOW/214 S TYLER	\$100.00
01-08022	HUGHES LUMBER CO., LLC	PO0131371	STAKES	\$45.57
01-16145	PETTY CASH	PO0131419	REIMB/FILING FEES	\$29.00
01-16145	PETTY CASH	PO0131420	REIMB/FILING FEES	\$260.00
01-80177	ALVARADO'S QUALITY MOWING	PO0131365	MOW/355 E HEMLOCK	\$69.00
01-80177	ALVARADO'S QUALITY MOWING	PO0131365	MOW/1609 S GRAND	\$164.00
01-80177	ALVARADO'S QUALITY MOWING	PO0131365	MOW/1517 S 2ND	\$164.00
01-80177	ALVARADO'S QUALITY MOWING	PO0131365	MOW/218 W YORK	\$69.00
			<u>CODE ENFORCEMENT TOTAL</u>	<u>\$2,437.25</u>

FUND 10 DEPT 400 - ENGINEERING

01-01071	AMER SOCIETY OF CIVIL ENGINEERS	PO0131512	MEMBERSHIP DUES/R HITT	\$70.00
01-01163	ADVANCED WATER SOLUTIONS	PO0131511	WATER COOLER RENTAL 10/15	\$36.85
01-01783	JP MORGAN CHASE	PO0131486	CHASE PAYMENT	\$1,499.00
01-67730	OK FLOODPLAIN MANAGEMENT ASSOC.	PO0131507	MEMBERSHIP DUES/J ORTIZ	\$50.00
			<u>ENGINEERING TOTAL</u>	<u>\$1,655.85</u>

FUND 10 DEPT 700 - PUBLIC WORKS MGMT

01-01783	JP MORGAN CHASE	PO0131486	CHASE PAYMENT	\$275.99
01-02466	FIRECO OF OKLAHOMA, INC.	PO0131452	FIRE EXT INSPECTIONS (12)	\$349.41
			<u>PUBLIC WORKS MGMT TOTAL</u>	<u>\$625.40</u>

FUND 10 DEPT 710 - FLEET MAINTENANCE

01-01783	JP MORGAN CHASE	PO0131486	CHASE PAYMENT	\$62.05
01-05006	ENID ELECTRIC MOTOR	PO0131397	SERVICE CALL/SHOP FAN	\$60.00
01-13017	MUNN SUPPLY, INC.	PO0131416	CYLINDER RENTAL	\$294.51
01-35300	UNIFIRST, INC.	PO0131510	SHOP TOWEL SERVICE	\$181.14
01-64080	AIRGAS	PO0131379	CYLINDER RENTAL	\$27.65
<b>FLEET MAINTENANCE TOTAL</b>				<b>\$625.35</b>

FUND 10 DEPT 730 - PARKS & RECREATION

01-01338	J & P SUPPLY, INC.	PO0131355	DEODORANT/TOISSUE/TOWELS/CLEANER	\$352.09
01-01783	JP MORGAN CHASE	PO0131486	CHASE PAYMENT	\$3,344.23
01-02466	FIRECO OF OKLAHOMA, INC.	PO0131522	LABEL VINYL	\$49.50
01-03107	CHEM-CAN SERVICES, INC.	PO0131352	PORTABLE TOILET RENTAL 10/15	\$869.00
01-08022	HUGHES LUMBER CO., LLC	PO0131483	M-1501A LUMBER/JOIST HANGERS	\$101.99
01-30830	LOCKE SUPPLY, INC.	PO0131370	COUPLINGS	\$25.32
01-35300	UNIFIRST, INC.	PO0131358	SHOP TOWEL SERVICE	\$70.06
01-37340	PROFESSIONAL TREE CARE	PO0131403	CITY BEAUTIFICATION PROJECT	\$18,875.00
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0131513	ETHANOL SHIELD	\$393.33
01-67330	HERTZ RENTAL INC	PO0131359	TRENCHER RENTAL	\$325.81
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0131384	BRUSHES/FITTINGS/DUST PAN	\$56.96
<b>PARKS &amp; RECREATION TOTAL</b>				<b>\$24,463.29</b>

FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT.

01-01783	JP MORGAN CHASE	PO0131486	CHASE PAYMENT	\$162.69
01-33220	ZALOUDEK, F. W.	PO0131350	V575 FASTENERS	\$92.48
01-80153	KINNUNEN, INC.	PO0131396	SAW/CART/MOUNT KIT	\$1,519.98
<b>STRMWTR &amp; ROADWAY MAINT. TOTAL</b>				<b>\$1,775.15</b>

FUND 10 DEPT 750 - TECHNICAL SERVICES

01-01783	JP MORGAN CHASE	PO0131486	CHASE PAYMENT	\$1,747.59
01-02466	FIRECO OF OKLAHOMA, INC.	PO0131497	FIRE EXT INSPECTIONS (5)	\$30.00
01-04707	PAVING MAINTENANCE SUPPLY	PO0131377	SAFETY CONES (56)	\$983.50
01-08022	HUGHES LUMBER CO., LLC	PO0131496	LUMBER/NAILS	\$33.10
01-19004	SHERWIN-WILLIAMS CO., INC.	PO0131369	SOLVENT	\$80.28
<b>TECHNICAL SERVICES TOTAL</b>				<b>\$2,874.47</b>

FUND 10 DEPT 900 - LIBRARY

01-01270	AVS SOLUTIONS	PO0131360	VIDEO WIRE/CAMERA INSTALL (4)	\$681.00
01-01338	J & P SUPPLY, INC.	PO0131355	RAGS	\$16.55
01-01783	JP MORGAN CHASE	PO0131486	CHASE PAYMENT	\$8,044.23
01-02047	CHICKASAW TELECOM, INC.	PO0129988	LIBY16-1 NETWORK EQUIPMENT	\$4,868.12
01-02840	DESIGNER'S BREW	PO0131368	CARPET/DESIGN SERVICE/TRAVEL	\$697.50
01-02855	FRIESEN DESIGN, INC.	PO0131367	DECAL DESIGN/LAYOUT	\$325.00
01-04698	CULTURAL SURROUNDINGS	PO0130282	COMPUTER LAB CHAIRS (15)	\$3,025.00
01-16145	PETTY CASH	PO0131405	REIMB/TRAVEL/M CALDERON	\$101.23
01-16145	PETTY CASH	PO0131411	REIMB/TRAVEL/G CUMPSTON	\$232.88
01-58320	POSSUM GRAPE RHK INC	PO0131401	BOOKS (98)	\$1,855.05
<b>LIBRARY TOTAL</b>				<b>\$19,846.56</b>

FUND 10 DEPT 955 - CAPITAL ASSETS & PROJECTS

01-03521	TRIBRIDGE HOLDINGS, LLC	PO0129744	IT-1601 GP DYNAMICS UPGRADE	\$5,827.50
			<u>CAPITAL ASSETS &amp; PROJECTS TOTAL</u>	<u>\$5,827.50</u>

FUND 14 DEPT 145 - HEALTH FUND

01-01869	DEARBORN LIFE INSURANCE CO.	PO0131447	INSURANCE PREMIUMS 11/15	\$2,731.46
01-04822	STOP LOSS INSURANCE SERVICES, INC.	PO0131448	STOP LOSS FEES 11/15	\$20,694.41
01-25008	YMCA	PO0131484	WELLNESS DOLLARS (2)	\$170.00
			<u>HEALTH FUND TOTAL</u>	<u>\$23,595.87</u>

FUND 20 DEPT 205 - AIRPORT

01-01338	J & P SUPPLY, INC.	PO0131344	TOWELS	\$152.72
01-01396	VAISALA	PO0131343	AWOS MAINTENANCE 11/15	\$415.00
01-01783	JP MORGAN CHASE	PO0131486	CHASE PAYMENT	\$159.61
01-02269	CEC CORPORATION	PO0130280	LOCAL PROGRAM FUNDING	\$18,909.54
01-02712	FARMER BROS. CO.	PO0131342	COFFEE	\$53.10
01-02857	DML POWER WASHING	PO0131521	POWER WASH VENT HOOD	\$375.00
01-03662	MXP ENID, LLC	PO0131390	DYED DIESEL	\$235.41
01-03823	PIONEER FIRE & SAFETY	PO0131387	ANNUAL FIRE EXT INSPECTION	\$285.00
01-04851	RURAL ELECTRIC, INC.	PO0130276	A-1301E REPLACE ILS/MALSR/PAPI	\$200,577.40
01-33220	ZALOUDEK, F. W.	PO0131350	V831 OIL LEAK REPAIR	\$104.31
			<u>AIRPORT TOTAL</u>	<u>\$221,267.09</u>

FUND 22 DEPT 225 - GOLF

01-00540	SIMONS PETROLEUM, LLC	PO0131375	DIESEL	\$591.51
01-01338	J & P SUPPLY, INC.	PO0131355	TOWELS/LINERS/TISSUE	\$210.22
01-01783	JP MORGAN CHASE	PO0131486	CHASE PAYMENT	\$78.00
01-02466	FIRECO OF OKLAHOMA, INC.	PO0131393	HOOD INSPECTION/MAINTENANCE	\$120.93
01-03107	CHEM-CAN SERVICES, INC.	PO0131352	PORTABLE TOILET RENTAL 10/15	\$77.00
01-04568	HARRELL'S, LLC	PO0131376	FERTILIZER	\$403.10
01-13017	MUNN SUPPLY, INC.	PO0131416	ACETYLENE/OXYGEN	\$6.68
01-44810	MICHAEL'S REFRIGERATION	PO0131361	SERVICE CALL/ICE MACHINE/PUMP	\$729.16
			<u>GOLF TOTAL</u>	<u>\$2,216.60</u>

FUND 30 DEPT 305 - STREET & ALLEY

01-04033	DOLESE BROTHERS CO., INC.	PO0125518	R-1505A 2015 CONCRETE REPAIRS	\$245.12
			<u>STREET &amp; ALLEY TOTAL</u>	<u>\$245.12</u>

FUND 31 DEPT 230 - UTILITY BILLING

01-01783	JP MORGAN CHASE	PO0131486	CHASE PAYMENT	\$1,091.77
			<u>UTILITY BILLING TOTAL</u>	<u>\$1,091.77</u>

FUND 31 DEPT 760 - SOLID WASTE SERVICES

01-00103	WARREN CAT, INC.	PO0130310	FRONT LOADER LEASE 9/15	\$2,999.70
01-00146	CINTAS CORPORATION LOC. 624	PO0131372	SHOP TOWEL SERVICE	\$70.54
01-01163	ADVANCED WATER SOLUTIONS	PO0131511	WATER COOLER RENTAL 10/15	\$30.00
01-01178	ACCURATE, INC.	PO0131442	BUFFER SOLUTION	\$152.53
01-01783	JP MORGAN CHASE	PO0131486	CHASE PAYMENT	\$328.02
01-01908	DOUBLE CHECK COMPANY, INC.	PO0131422	FUEL PUMP FITTING/HOSE	\$172.75
01-02017	A. W. BRUEGGEMANN CO., INC.	PO0131515	HEX BOLTS	\$11.70
01-03022	CULLIGAN OF ENID	PO0131415	WATER COOLER RENTAL 9/15	\$8.50
01-03022	CULLIGAN OF ENID	PO0131415	BOTTLED WATER	\$30.00
01-03107	CHEM-CAN SERVICES, INC.	PO0131352	PORTABLE TOILET RENTAL 10/15	\$175.00
01-03107	CHEM-CAN SERVICES, INC.	PO0131441	CLEAN SEPTIC TANK	\$165.00
01-03110	VERMEER GREAT PLAINS	PO0131450	FILTER ELEMENTS	\$343.54
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0130716	DOZER RENTAL 10/15	\$7,500.00
01-03921	EXPRESS SCRIPTS, INC.	PO0131319	WC/MEDICAL	\$666.02
01-03921	EXPRESS SCRIPTS, INC.	PO0131434	WC/MEDICAL	\$70.40
01-04033	DOLESE BROTHERS CO., INC.	PO0131395	CRUSHER RUN	\$4,713.64
01-04833	OKLAHOMA SPINE AND MUSCULOSKELETAL	PO0131322	WC/MEDICAL	\$98.60
01-16145	PETTY CASH	PO0131410	REIMB/TRAVEL/S DELANGEL	\$10.50
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0131513	ETHANOL SHIELD	\$393.34
01-51430	ENID P T PROFESSIONALS	PO0131335	WC/MEDICAL	\$561.20
01-80189	THE CAREL CORPORATION	PO0131438	RESAMPLING/ALTERNATE SOURCE RPT	\$1,190.00
01-80228	LYNN'S MACHINE, INC.	PO0131449	CYLINDER REPAIR/SEAL KIT	\$280.00
01-80343	FENTRESS OIL COMPANY, INC.	PO0131439	OIL	\$1,078.82
			<u>SOLID WASTE SERVICES TOTAL</u>	<u>\$21,049.80</u>

FUND 31 DEPT 785 - PUBLIC UTILITIES MGMT

01-01783	JP MORGAN CHASE	PO0131486	CHASE PAYMENT	\$13.99
01-02282	KEY, MELVIN	PO0131471	REIMB/LICENSE	\$439.00
01-03457	CARTEGRAPH SYSTEMS, INC.	PO0131082	CARTEGRAPH UPDATE	\$6,000.00
01-16145	PETTY CASH	PO0131411	REIMB/TRAVEL/P FOSSUM	\$6.00
			<u>PUBLIC UTILITIES MGMT TOTAL</u>	<u>\$6,458.99</u>

FUND 31 DEPT 790 - WATER PRODUCTION

01-00159	UNITED STATES GYPSUM COMPANY	PO0131362	CRUSHER RUN	\$2,606.84
01-00159	UNITED STATES GYPSUM COMPANY	PO0131498	CRUSHER RUN	\$514.13
01-00878	BROWN'S SHOE FIT COMPANY	PO0131383	BOOTS/J THOMAS	\$238.50
01-01178	ACCURATE, INC.	PO0131386	SAMPLE ANALYSIS	\$1,280.00
01-01178	ACCURATE, INC.	PO0131386	W-1510B SAMPLE ANALYSIS	\$300.00
01-01178	ACCURATE, INC.	PO0131500	SAMPLE ANALYSIS	\$35.00
01-01178	ACCURATE, INC.	PO0131500	W-1510B SAMPLE ANALYSIS	\$310.00
01-01783	JP MORGAN CHASE	PO0131486	CHASE PAYMENT	\$2,110.76
01-03921	EXPRESS SCRIPTS, INC.	PO0131319	WC/MEDICAL	\$5.68
01-13017	MUNN SUPPLY, INC.	PO0131416	OXYGEN CYLINDER	\$8.70
01-13223	M&M SUPPLY COMPANY	PO0131351	REDUCER WELD	\$58.80
01-13223	M&M SUPPLY COMPANY	PO0131501	FLANGES/TEES	\$656.85
01-16145	PETTY CASH	PO0131402	REIMB/CDL RENEW/J GRAVES	\$51.50
01-16145	PETTY CASH	PO0131410	REIMB/MEAL/J GRAVES	\$16.28
01-16145	PETTY CASH	PO0131410	REIMB/MEAL/G GEORGE	\$18.33
01-38030	DAL SECURITY, INC.	PO0131499	MONTHLY MONITORING 10/15	\$50.00
01-50210	LOWE'S HOME CENTERS, INC.	PO0131385	WEATHERSTRIP/BROOM/SCREWS	\$41.13
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0131513	ETHANOL SHIELD	\$393.33

01-79980	PIONEER BUSINESS SOLUTION	PO0131469	MONTHLY SERVICE 10/15	\$337.50
01-80246	ATWOODS	PO0131382	V316 BATTERY	\$79.99
01-80258	BRENNTAG SOUTHWEST, INC.	PO0129317	CHLORINE 9/15-11/15	\$6,767.20
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0131384	BRUSHES (2)	\$14.48
<b>WATER PRODUCTION TOTAL</b>				<b>\$15,895.00</b>

FUND 31 DEPT 795 - WATER RECLAMATION SERVICES

01-00447	FRONTIER EQUIP. SALES, LLC	PO0131098	V447 BLOWER	\$18,457.25
01-00447	FRONTIER EQUIP. SALES, LLC	PO0131399	V447 HOSE	\$1,710.00
01-00878	BROWN'S SHOE FIT COMPANY	PO0131332	BOOTS/A SEPULVEDA	\$125.00
01-00878	BROWN'S SHOE FIT COMPANY	PO0131383	BOOTS/T KIRKPATRICK	\$175.50
01-01178	ACCURATE, INC.	PO0131386	ODEQ TRAINING (3)	\$945.00
01-01227	AUTRY VO-TECH CENTER	PO0131356	SAFETY TRAINING 9/15-10/15	\$450.00
01-01783	JP MORGAN CHASE	PO0131486	CHASE PAYMENT	\$1,927.66
01-02515	ENID EYE OPTICAL, INC.	PO0131520	SAFETY GLASSES/R RUIZ	\$102.00
01-04825	HIDDEN, TRAVIS M	PO0131326	WC/TRAVEL REIMB	\$95.68
01-04847	W.W. STARR LUMBER CO., INC.	PO0131470	ANCHORS (20)	\$26.20
01-04864	INDUSTRIAL COMPUTERS, INC.	PO0130452	COMPUTER	\$1,887.80
01-12007	LUCKINBILL, INC.	PO0131398	PROFESSIONAL SERVICE	\$2,318.50
01-16004	PDO PRINTING	PO0131354	BUSINESS CARDS/B CARTER	\$45.00
01-16145	PETTY CASH	PO0131402	REIMB/CDL PERMIT/R RUIZ	\$94.50
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0131513	ETHANOL SHIELD	\$393.33
01-80246	ATWOODS	PO0131333	BOOTS/J PEAT	\$119.99
01-80246	ATWOODS	PO0131382	BOOTS/J EDWARDS	\$119.99
<b>WATER RECLAMATION SERVICES TOTAL</b>				<b>\$28,993.40</b>

FUND 31 DEPT 799 - WASTEWATER PLANT MGMT

01-01178	ACCURATE, INC.	PO0131386	SAMPLE ANALYSIS	\$955.00
01-01178	ACCURATE, INC.	PO0131500	PHOSPHORUS/AMMONIA TESTS	\$1,313.53
01-01338	J & P SUPPLY, INC.	PO0131355	BRUSH/HANDLE	\$84.70
01-01783	JP MORGAN CHASE	PO0131486	CHASE PAYMENT	\$483.76
01-02017	A. W. BRUEGGEMANN CO., INC.	PO0131330	BLOWER REPAIR/NUTS/BOLTS/LABOR	\$200.25
01-02141	BIO-AQUATIC TESTING, INC.	PO0131374	SAMPLE ANALYSIS	\$990.00
01-04429	STOVER & ASSOCIATES, INC	PO0129554	PROFESSIONAL SERVICE	\$105,264.21
01-04863	PAT'S PUMP & BLOWER, LLC	PO0130450	BLOWER REPAIR/BEARINGS/SEALS	\$13,520.00
01-04899	LASER TECH SERVICES	PO0131491	BLOWER ALIGNMENT (2)	\$991.52
01-80258	BRENNTAG SOUTHWEST, INC.	PO0124709	POLYMER 9/15	\$6,662.64
<b>WASTEWATER PLANT MGMT TOTAL</b>				<b>\$130,465.61</b>

FUND 31 DEPT 956 - EMA EQUIP REPLACEMENT

01-04612	PHILLIPS & SONS TRUCKING, LLC	PO0131414	CRANE RENTAL	\$1,600.00
<b>EMA EQUIP REPLACEMENT TOTAL</b>				<b>\$1,600.00</b>

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

01-01406	GUARANTEE ABSTRACT	PO0131300	M-1511A PROP PURCH/809 A ST	\$118,000.25
01-02687	RETAIL ATTRACTIONS, LLC	PO0129433	CONSULTING SERVICE	\$6,000.00
01-03017	CORNFORTH KEY SHOP, INC.	PO0131381	M-1511A PROP ACCESS/2313 B COURT	\$130.00
01-04894	MCCOY, DONALD W	PO0131118	PROPERTY APPRAISAL	\$1,500.00
01-04895	SPRAY, PATRICIA J	PO0131119	PROPERTY APPRAISAL	\$1,500.00
01-07037	GARFIELD COUNTY COURT CLERK	PO0131117	PROP PURCHASE/G WALTERS	\$600,424.00
<b>E.E.D.A. TOTAL</b>				<b>\$727,554.25</b>

FUND 33 DEPT 335 - V.D.A.

01-00223	COOPER, MICHAEL G.	PO0129431	CONSULTING SERVICES 10/15	\$10,000.00
01-00223	COOPER, MICHAEL G.	PO0131345	REIMB/MONTHLY PHONE SERVICE 9/15	\$94.55
01-00223	COOPER, MICHAEL G.	PO0131519	REIMB/BASE DEVELOPMENT FORUM	\$1,119.38
<u>V.D.A. TOTAL</u>				<u>\$11,213.93</u>

FUND 40 DEPT 405 - CAPITAL IMPROVEMENT

01-00158	C-P INTEGRATED SERVICES INC.	PO0127172	M-1505 E BROADWAY RAMPS/TRAIL	\$159,402.51
01-05005	ENID CONCRETE CO., INC.	PO0131503	P-1504 CONCRETE	\$781.69
01-05050	ENVIROTECH	PO0130653	P-1502 PROFESSIONAL SERVICE	\$1,700.00
01-08060	HENSON CONSTRUCTION CO., INC.	PO0127520	M-1405B EXCHANGE PARK RESTROOM	\$7,631.35
01-08060	HENSON CONSTRUCTION CO., INC.	PO0128533	P-1501 PROFESSIONAL SERVICE	\$77,761.30
01-15156	OK DEPT. OF TRANSPORTATION	PO0130279	R-1419A CROSSING IMPROVEMENT	\$24,325.00
01-15156	OK DEPT. OF TRANSPORTATION	PO0130278	R-1417A CROSSING IMPROVEMENT	\$32,606.00
01-60230	RICK LORENZ CONSTRUCTION	PO0128851	M-1501B CROSSLIN DET OUTLET	\$33,424.36
<u>CAPITAL IMPROVEMENT TOTAL</u>				<u>\$337,632.21</u>

FUND 42 DEPT 425 - SANITARY SEWER FUND

01-05050	ENVIROTECH	PO0125163	S-1508 PLANS/SPECS SEWER LINE	\$1,800.00
01-39700	GARFIELD CO. LEGAL NEWS	PO0131364	S-1506 PUBLICATION	\$334.75
<u>SANITARY SEWER FUND TOTAL</u>				<u>\$2,134.75</u>

FUND 43 DEPT 435 - STORMWATER FUND

01-04685	PPS TRUCKING, LLC	PO0126539	F-1307A ROLLING OAKS DETENTION	\$42,237.00
01-04885	ECO ALLIANCE, INC.	PO0131044	F-1607A CONCRETE REMOVAL	\$6,775.00
01-16145	PETTY CASH	PO0131402	F-1503B PROP TAX/1124 N 2ND	\$287.00
<u>STORMWATER FUND TOTAL</u>				<u>\$49,299.00</u>

FUND 44 DEPT 445 - WATER CAP. IMPROVEMENT FUND

01-03760	GARVER, LLC	PO0128863	W-1412A PROFESSIONAL SERVICE	\$74,728.19
01-04232	GABLE GOTWALS	PO0131409	W-1412B PROFESSIONAL SERVICE	\$4,764.50
01-04232	GABLE GOTWALS	PO0131413	W-1304B PROFESSIONAL SERVICE	\$17,169.77
01-05050	ENVIROTECH	PO0130650	W-1412C PROFESSIONAL SERVICE	\$3,800.00
01-12007	LUCKINBILL, INC.	PO0128855	W-1504A 2015 WTRLINE EXTENSION	\$103,855.90
<u>WATER CAP. IMPROVEMENT FUND TOTAL</u>				<u>\$204,318.36</u>

FUND 50 DEPT 505 - 911

01-01783	JP MORGAN CHASE	PO0131486	CHASE PAYMENT	\$354.31
01-66190	AT&T	PO0131440	MONTHLY 911 SERVICE 10/15	\$1,053.02
<u>911 TOTAL</u>				<u>\$1,407.33</u>

FUND 51 DEPT 515 - POLICE

01-00605	SPECIAL OPS UNIFORMS, INC.	PO0131494	HOLSTERS/BELTS/COAT/HANDCUFFS	\$1,837.42
01-00995	LYNN PEAVEY COMPANY, INC	PO0131474	GEAR BOX	\$232.00
01-01783	JP MORGAN CHASE	PO0131486	CHASE PAYMENT	\$1,580.89
01-02018	BASS BAPTIST HEALTH CENTER - DALLAS	PO0131336	WC/MEDICAL/A BURKES	\$494.10
01-02123	BRADFORD INDUSTRIAL SUPPLY CORP.	PO0131479	CAPACITOR	\$12.03
01-03569	GRIMSLEY'S, INC.	PO0131480	CUSTODIAL SUPPLIES	\$244.43
01-04116	DOWNTOWN THREADS	PO0131475	LOGO SHIRTS (5)	\$124.65



01-05110	ENID NOON AMBUCS	PO0131464	4TH QTR DUES/B SKAGGS	\$155.05
01-05110	ENID NOON AMBUCS	PO0131464	4TH QTR DUES/B OROURKE	\$162.55
01-13036	MESSER BOWERS	PO0131462	NOTARY BOND/Z FRAZEE	\$30.00
01-13089	MERRIFIELD OFFICE SUPPLY	PO0131492	CD/DVDS/SLEEVES	\$83.00
01-16145	PETTY CASH	PO0131417	REIMB/NOTARY FEE/Z FRAZEE	\$25.00
01-16145	PETTY CASH	PO0131417	REIMB/NOTARY BOND/C VONSCHRILTZ	\$10.00
01-16145	PETTY CASH	PO0131417	REIMB/LABELER TAPE REFILL	\$27.99
01-16145	PETTY CASH	PO0131419	REIMB/NOTARY BOND/Z FRAZEE	\$10.00
01-46560	GROOM CLOSET	PO0131493	DOG FOOD	\$35.52
01-50210	LOWE'S HOME CENTERS, INC.	PO0131477	SAW/PVC/WELD FLUX/TAPE	\$236.27
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0131513	ETHANOL SHIELD	\$393.33
01-53320	OK ANIMAL CONTROL ASSOC.	PO0131482	ANIMAL CONTROL SEMINAR/A ELDER	\$175.00
01-53320	OK ANIMAL CONTROL ASSOC.	PO0131482	ANIMAL CONTROL ACADEMY/W BREEZE	\$400.00
01-58740	STUART C. IRBY	PO0131463	LENS OVERLAY/BALLASTS	\$715.81
01-64080	AIRGAS	PO0131478	CPR MASKS	\$156.20
01-79290	SIGN SHACK THE	PO0131473	V2074 DECAL REPAIR	\$55.00
			<b>POLICE TOTAL</b>	<b>\$7,196.24</b>

FUND 60 DEPT 605 - CONFERENCE CENTER

01-04656	CENTERPOINT ENERGY SERVICES, INC.	PO0131347	MONTHLY SERVICE 9/15	\$167.67
01-15127	OK NATURAL GAS	PO0131349	MONTHLY SERVICE 10/15	\$565.97
01-15127	OK NATURAL GAS	PO0131457	MONTHLY SERVICE 10/15	\$18.64
01-80045	CHISHOLM TRAIL EXPO CENTER	PO0131451	HOTEL TAX 9/15	\$44,806.07
			<b>CONFERENCE CENTER TOTAL</b>	<b>\$45,558.35</b>

FUND 65 DEPT 655 - FIRE

01-00417	CITY CARBONIC SALES & SERVICE	PO0131427	V1023 PLUG	\$45.70
01-00612	PHYSICIANS GROUP, LLC	PO0131325	WC/MEDICAL/R LIVINGSTON	\$131.83
01-01227	AUTRY VO-TECH CENTER	PO0131425	SAFETY TRAINING	\$20.00
01-01338	J & P SUPPLY, INC.	PO0131431	TOWELS/TISSUE/DETERGENT	\$258.97
01-01476	NORTHERN SAFETY CO., INC.	PO0131430	O-RINGS/NOSECUPS	\$268.91
01-01771	ACS FIREHOUSE SOLUTIONS	PO0131437	FIREHOUSE SUPPORT RENEW 8/15-7/16	\$3,595.00
01-01783	JP MORGAN CHASE	PO0131486	CHASE PAYMENT	\$1,268.31
01-01912	EMPCO, INC.	PO0131436	PROMOTIONAL EXAMS (12)	\$3,150.00
01-02017	A. W. BRUEGGEMANN CO., INC.	PO0131465	V1018/1034 NUTS/BOLTS/WASHERS	\$58.35
01-02243	BB MACHINE & SUPPLY, INC.	PO0131426	V1034 HOSE CLAMP	\$10.00
01-03607	ABSOLUTE SECURITY, FIRE & DESIGN,	PO0131424	FIRE MONITORING 7/15-10/15	\$360.00
01-04162	K & S TIRE, INC.	PO0131433	V1043 TIRE	\$559.70
01-04612	PHILLIPS & SONS TRUCKING, LLC	PO0131414	M-1408B CRANE RENTAL	\$1,600.00
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0131458	COPIER MAINTENANCE 10/15	\$68.86
01-09006	INDUSTRIAL MATERIAL CORP.	PO0131428	DOOR LOCKS/BOLTS	\$76.00
01-15153	OK CHAPTER IAAI	PO0131459	ANNUAL MEMBERSHIP DUES (4)	\$80.00
01-15153	OK CHAPTER IAAI	PO0131459	2015 CONFERENCE FEES (2)	\$340.00
01-16006	PHILLIPS PRINTING, INC.	PO0131421	BUSINESS CARDS/J MCALISTER	\$10.00
01-16006	PHILLIPS PRINTING, INC.	PO0131456	BUSINESS CARDS (2000)	\$274.00
01-16145	PETTY CASH	PO0131410	REIMB/TRAVEL/S HENDERSON	\$62.75
01-20106	T & W TIRE, INC.	PO0131461	V1044 TIRE	\$555.99
01-30830	LOCKE SUPPLY, INC.	PO0131453	BULBS/PLATES/CONNECTORS/ROPE	\$55.09
01-37890	OK STATE UNIVERSITY	PO0131460	FIRST AID CARDS (62)	\$310.00
01-38950	IFSTA FIRE PROTECTION PUB.	PO0131455	BOOKS (3)	\$225.00
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0131432	V1018 VALVE	\$49.95
01-55160	BOUND TREE MEDICAL, LLC	PO0131454	CLEANSER/AIRWAYS	\$279.90
01-58530	INTEGRIS OCC. EMPLOYEE HEALTH	PO0131423	PENSION BOARD PHYSICAL	\$475.00
01-58740	STUART C. IRBY	PO0131429	LIGHT BULBS (6)	\$34.83
01-60600	ENID FLORAL & GIFTS	PO0128187	M-1408B LANDSCAPING	\$2,560.00
			<b>FIRE TOTAL</b>	<b>\$16,784.14</b>

FUND 82 DEPT 000 - CLEET

01-02587	OK BUREAU OF NARCOTICS	PO0131116	MONTHLY REIMB 9/15	\$5.00
01-03274	CLEET	PO0131303	MONTHLY REIMB 9/15	\$3,561.06
01-55470	OK STATE BUREAU INVESTIGATION	PO0131115	MONTHLY REIMB/AFIS 9/15	\$1,968.00
01-55470	OK STATE BUREAU INVESTIGATION	PO0131115	MONTHLY REIMB/FORENSICS 9/15	\$1,899.51
			<u>CLEET TOTAL</u>	<u>\$7,433.57</u>

FUND 99    DEPT 995 - EPTA

01-01783	JP MORGAN CHASE	PO0131486	CHASE PAYMENT	\$400.26
01-19047	AT & T	PO0131516	MONTHLY SERVICE 10/15	\$252.74
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0131513	ETHANOL SHIELD	\$393.34
			<u>EPTA TOTAL</u>	<u>\$1,046.34</u>

COMBINED BREAKDOWN OF TOTALS

EMA	\$205,554.57
EEDA	\$727,554.25
EPTA	\$1,046.34
REMAINING FUND	\$1,137,406.55
 TOTAL CLAIMS	 \$2,071,561.71

## PURCHASING CARD CLAIMS LIST

11/03/15

**FUND 10 DEPT 100 - ADMINISTRATIVE SERVICES**

2000 CED	PO0131486	LED/EXIT EMERG LIGHTS	192.00
AT&T*PREMIER EBIL	PO0131486	IPAD DATA PLAN 10/15	282.95
JUMBO FOODS	PO0131486	MEAL/DEPT MEETING	41.93
LOCKE SUPPLY WHC ENID	PO0131486	DIFFUSERS/FLEX DUCT/GRILL/TAPE/COLLARS	327.02
SHERWIN WILLIAMS #7185	PO0131486	PAINT/BRUSH/PAIL/ROLLER PAN	78.18
SHERWIN WILLIAMS #7185	PO0131486	PLASTIC COVERS	7.56
STAPLES 00106633	PO0131486	PLANNER	19.99
THE NEAT COMPANY	PO0131486	AUTOMATIC CHARGE SUPPORT/CANCELLED OCT 19	119.88
WAL-MART #0499	PO0131486	BOTTLED WATER/CRACKERS/CHIPS	49.86

<b>ADMINISTRATIVE SERVICES TOTAL</b>	<b>1,119.37</b>
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**FUND 10 DEPT 110 - HUMAN RESOURCES**

ACE HARDWARE	PO0131486	DROP CLOTH/DUCT TAPE/SPRAYER	23.47
LOCH NESS WATER GARDEN	PO0131486	FISH POND FILTER (2)	83.84
LOWES #00205*	PO0131486	COUNTER TOP/TREE BORDERS/CLEANER	371.11
USPS POSTAL ST66100207	PO0131486	POSTAGE STAMPS/RECEPTION DESK	50.30

<b>HUMAN RESOURCES TOTAL</b>	<b>528.72</b>
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**FUND 10 DEPT 120 - LEGAL SERVICES**

AMPCO PARKING OKLAHOMA	PO0131486	PARKING/IMLA CONF/A CHISM	63.00
AT&T DATA	PO0131486	IPAD DATA PLAN 10/15	25.00
BELL TRANS	PO0131486	TRANSPORTATION/IMLA CONF/A CHISM	49.44
EINSTEIN BAGEL SATELLI	PO0131486	MEAL/IMLA CONF/A CHISM	13.60
EMBASSY SUITES NORMAN	PO0131486	LODGING/OSIA CONF/C STEIN	119.00
HENDERSON TAXI	PO0131486	TRANSPORTATION/IMLA CONF/A CHISM	37.01
HUDSONNEWS ST963	PO0131486	MEAL/IMLA CONF/A CHISM	5.09
IMPRIMATUR PRESS	PO0131486	PERIODICAL	147.00
OFFICE DEPOT #1079	PO0131486	SODA/CREAMER/PLATES	68.35
OKLAHOMA BAR ASSOCIATI	PO0131486	OML CONF (2)	345.00
RIO SUITES FRONT DESK	PO0131486	LODGING/IMLA CONF/A CHISM	1,638.56
SOUTHWES 5262605999802	PO0131486	LUGGAGE FEES/IMLA CONF/A CHISM	75.00
WEEDSB, LLC. TAXI	PO0131486	TRANSPORTATION/IMLA CONF/A CHISM	15.95

<b>LEGAL SERVICES TOTAL</b>	<b>2,602.00</b>
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**FUND 10 DEPT 140 - SAFETY**

AT&T*BILL PAYMENT	PO0131486	IPAD DATA PLAN 10/15	31.67
IN *RAPID DETECT, INC	PO0131486	DRUG SCREENING SUPPLIES	911.00
PARADISE DONUTS	PO0131486	MEAL (13)/SAFETY REP MEETING	16.99
STAPLES 00106633	PO0131486	ERASABLE WALL CALENDAR/PHOTOS	64.36
UTA DIV OF ENTERPRISE	PO0131486	OSHA TRAINING/L ANGUIANO	695.00
UTA DIV OF ENTERPRISE	PO0131486	SAFETY & HEALTH CERTIFICATION FEE	150.00

<b>SAFETY TOTAL</b>	<b>1,869.02</b>
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**PURCHASING CARD CLAIMS LIST**

11/03/15

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

AMAZON MKTPLACE PMTS	PO0131486	ADAPTER	10.38
B&H PHOTO, 800-606-696	PO0131486	MICROPHONE/MOUNT PLATES (7)	513.65
CDW GOVERNMENT	PO0131486	USB SWITCH/CABLES	811.11
PANEVINO	PO0131486	MEAL (2)/DEPT MEETING	26.00

**PR/MARKETING TOTAL** **1,361.14**

**FUND 10 DEPT 200 - GENERAL GOVERNMENT**

BOXED.COM	PO0131486	VENDING MACHINE SNACKS	214.82
JUMBO FOODS	PO0131486	MEAL/COMMISSION MEETING	19.96
JUMBO FOODS	PO0131486	SODA/BOTTLED WATER	40.97
NAPOLIS ITALIAN RESTAU	PO0131486	MEAL/COMMISSION MEETING	491.00
PAPA JOHN'S #02122	PO0131486	MEAL/COMMISSION MEETING	97.97
WAL-MART #0499	PO0131486	VENDING MACHINE SNACKS	82.05

**GENERAL GOVERNMENT TOTAL** **946.77**

**FUND 10 DEPT 210 - ACCOUNTING**

AT&T*PREMIER EBIL	PO0131486	IPAD DATA PLAN 10/15	39.17
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**ACCOUNTING TOTAL** **39.17**

**FUND 10 DEPT 250 - INFORMATION TECHNOLOGY**

AMAZON MKTPLACE PMTS	PO0131486	WIRELESS BRIDGE/ADAPTER/CHARGERS	120.38
AT&T*PREMIER EBIL	PO0131486	IPAD DATA PLAN 10/15	24.17

**INFORMATION TECHNOLOGY TOTAL** **144.55**

**FUND 10 DEPT 350 - CODE ENFORCEMENT**

APPLEBEES NEIG98299993	PO0131486	MEAL (2)/OCEA CONF	23.96
BEST WESTERN PLUS	PO0131486	LODGING (2)/CODE TRAINING	332.00
CRACKER BARREL #351 ED	PO0131486	MEAL (2)/CODE TRAINING	27.66
MCALISTER'S DELI #723	PO0131486	MEAL (2)/CODE BASIC CLASS	19.88
RED LOBSTER US00002931	PO0131486	MEAL (2)/CODE BASIC CLASS	62.76
THE MEDITERRANEAN GRIL	PO0131486	MEAL (2)/CODE BASIC CLASS	43.00
THE STUFFED OLIVE	PO0131486	MEAL (2)/CODE BASIC CLASS	19.84
WM SUPERCENTER #389	PO0131486	CAR CHARGER	24.96

**CODE ENFORCEMENT TOTAL** **554.06**

**FUND 10 DEPT 400 - ENGINEERING**

AMER SOC CIVIL ENGINEE	PO0131486	ASCE MEMBERSHIP DUES/J ORTIZ	245.00
BOXWOOD TECHNOLOGY	PO0131486	PROJECT ENGINEER JOB POSTING	895.00
PAYPAL *OKLAHOMAMUN	PO0131486	PROJECT ENGINEER JOB POSTING	10.00
YOURMEMBER-CAREERS	PO0131486	PROJECT ENGINEER JOB POSTING	349.00

**ENGINEERING TOTAL** **1,499.00**

**PURCHASING CARD CLAIMS LIST**

11/03/15

**FUND 10 DEPT 700 - PUBLIC WORKS MGMT**

ADVANCED WATER SOLUTIO	PO0131486	WATER COOLER RENTAL 10/15	80.05
AT&T O519 8327	PO0131486	(CREDIT)/TAX REIMBURSEMENT	(9.15)
KEURIG GREEN MOUNTAIN	PO0131486	COFFEE	99.39
LOCKE SUPPLY - ENID	PO0131486	FLUSH VALVE REPAIR KITS/VACUUM BREAKER KIT	35.72
LOWES #00205*	PO0131486	CEILING PANELS	41.98
PARADISE DONUTS	PO0131486	MEAL (10)/SUPERVISOR MEETING	28.00

**PUBLIC WORKS MGMT TOTAL** **275.99**

**FUND 10 DEPT 710 - FLEET MGMT**

AIRGAS CENTRAL	PO0131486	CYLINDER RENTAL	32.05
AT&T DATA	PO0131486	IPAD DATA PLAN 10/15	30.00

**FLEET MGMT TOTAL** **62.05**

**FUND 10 DEPT 730 - PARKS & RECREATION**

ADOLPH KIEFER AND ASSO	PO0131486	LIFEGUARD UNIFORMS	755.65
ATWOOD 01 ENID	PO0131486	CABLE CLAMPS/CLIPS	39.62
ENID IRON & METAL CO	PO0131486	PIPE	443.14
ENID WINNELSON CO	PO0131486	P-1504 PVC PIPE\GLUE\PRIMER\FITTINGS	275.29
LOCKE SUPPLY - ENID	PO0131486	P-1504 PVC ELLS	1.50
FASTENAL COMPANY01	PO0131486	BOLTS	40.04
LITTLE CAESARS 0129 00	PO0131486	MEAL (7)/DEPT MEETING	46.92
LOCKE SUPPLY - ENID	PO0131486	FITTINGS/PVC GLUE/PRIMER	41.06
LOWES #00205*	PO0131486	IRRIGATION SYSTEM PARTS/FITTINGS/PIPE	1,189.64
M&M SUPPLY CO.	PO0131486	M-1501A WELDING	78.01
OSU AG CONFERENCES	PO0131486	PESTICIDE APPLICATOR WORKSHOP	150.00
PARADISE DONUTS	PO0131486	MEAL/DEPT MEETING	15.23
RAMSEYS WHAT EVER	PO0131486	BALL VALVES	33.90
STAPLES 00106633	PO0131486	PAPER/DRY ERASE BOARD/CALENDAR	121.65
STUART C IRBY	PO0131486	P-1504 PVC CONDUIT	8.09
TACO MAYO #37	PO0131486	MEAL (7)/WORKING LATE	34.50
WAKO INC	PO0131486	SPRINKLER FITTINGS	69.99

**PARKS & RECREATION TOTAL** **3,344.23**

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

BB MACHINE & SUPPLY IN	PO0131486	V192 HOSE	162.69
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**STRMWTR & ROADWAY MAINT TOTAL** **162.69**

**FUND 10 DEPT 750 - TECHNICAL SERVICES**

2000 CED	PO0131486	FLOOR LAMPS	90.04
3MSTPAU TP65215 VERBAL	PO0131486	WHITE HIGH INTENSITY VINYL	522.00
AT&T*BILL PAYMENT	PO0131486	IPAD DATA PLAN 10/15	250.03
HOBBY-LOBBY #0008	PO0131486	CORKBOARD	21.98
IN *ENID ELECTRIC MOTO	PO0131486	SWITCH/AMP TESTER	72.67
JACK'S OUTDOOR POWER E	PO0131486	BLOWER	149.99
KINNUNEN SALES & RENT	PO0131486	KNEE PADS/MARKERS/FLOAT	87.10

**PURCHASING CARD CLAIMS LIST**

11/03/15

LOCKE SUPPLY - ENID	PO0131486	LEVEL	29.53
LOCKE SUPPLY WHC ENID	PO0131486	FOLDING JAB SAW	25.73
MISSION REPAIR INC.	PO0131486	IPAD REPAIR	7.84
SIGNWAREHOUSE.COM	PO0131486	INK CARTRIDGE	276.99
STUART C IRBY	PO0131486	LAMPS	165.58
WALGREENS #11718	PO0131486	SAFETY KIT SUPPLIES	48.11

**TECHNICAL SERVICES TOTAL** 1,747.59

**FUND 10 DEPT 900 - LIBRARY**

2000 CED	PO0131486	CONDUIT/FITTINGS/READING ROOMS	745.51
AMAZON MKTPLACE PMTS	PO0131486	CHROMEBOOKS (2)/LAPTOP BAG	591.99
AMAZON MKTPLACE PMTS	PO0131486	COFFEE	51.02
AMAZON MKTPLACE PMTS	PO0131486	TEEN PROGRAM MATERIAL	116.33
AMAZON MKTPLACE PMTS	PO0131486	FILTERS/BRUSH ROLL	136.22
AMAZON VIDEO ON DEMAND	PO0131486	EMPLOYEE ERROR/REIMBURSED	17.97
AMAZON.COM	PO0131486	VACUUM FILTER	33.63
AMAZON.COM	PO0131486	SUMMER READING PRIZES/TABLETS (11)	599.88
AMAZON.COM	PO0131486	OLIVIA LITTER BOX	26.62
APL*APPLEONLINESTOREUS	PO0131486	IPOD	93.00
AT&T DATA	PO0131486	IPAD DATA PLAN 10/15	14.99
BAKER & TAYLOR - BOOKS	PO0131486	BOOKS (23)	466.92
BIG DANS STEAKHOUSE	PO0131486	MEAL (4)/OLA CONF	65.62
DART/TARTAN/MCNAUGH	PO0131486	BOOKS (129)	1,785.56
DEMCO INC	PO0131486	LABELS (2)	103.78
DROPBOX*T2B3PJWPC79S	PO0131486	ADDITIONAL DROPBOX LICENSE	242.62
EVERLANE INC.	PO0131486	TRAVEL TOTE/CITY HALL	48.00
GIH*GLOBALINDUSTRIALEQ	PO0131486	FURNITURE SLIDERS	82.36
HIDEAWAY PIZZA BROADWA	PO0131486	MEAL (2)/ODL WEBSITE GRANT TRAINING	27.32
HOBBY-LOBBY #0008	PO0131486	FRAMING/POWDER/WIRE/FABRIC	139.07
HOOTSUITE MEDIA INC.	PO0131486	SOCIAL MEDIA APP	14.99
KNOMO USA L	PO0131486	LAPTOP TRAVEL BAG	44.95
MODCLOTH	PO0131486	LAPTOP TRAVEL BAG	63.99
PANERA BREAD #2828	PO0131486	MEAL (2)/SHOWCASE	24.62
PRANDOMHOUSE8007333000	PO0131486	BOOK ON CD	48.00
RECORDED BOOKS	PO0131486	EBOOK (3)/BOOK ON CD (3)	280.83
SETON IDENTIFICATION P	PO0131486	FIRST AID STATIONS/EYEWASH STATIONS	687.10
SMARTSIGN	PO0131486	VIDEO/SECURITY GRAPHIC SIGNAGE	79.12
STAPLES DIRECT	PO0131486	REGISTER TAPE/FOLDERS	50.25
TLF ENID FLORAL AND GI	PO0131486	FLORAL ARRANGEMENT	90.33
TRYTEN TECHNOLOGIES	PO0131486	COMPUTER CABLE LOCKS	421.71
UNITED SUPERMARKET 3	PO0131486	VEGETABLES/OLIVIA	14.94
UPSTART/EDUPRESS	PO0131486	CHILDREN PROGRAM SUPPLIES	523.90
URBAN GIRL L L C	PO0131486	DESK ORGANIZER	32.80
VENTUREDEPOTLLC	PO0131486	OLIVIA FEED	122.90
WALGREENS #11718	PO0131486	SYMPATHY CARDS	5.48
WAL-MART #4390	PO0131486	MEAL/OUHS CLASS	34.20
WM SUPERCENTER #499	PO0131486	PAPER TOWELS/CLEANER	115.71

**LIBRARY TOTAL** 8,044.23

## PURCHASING CARD CLAIMS LIST

11/03/15

**FUND 20 DEPT 205 - AIRPORT**

LOWES #00205*	PO0131486	CONCRETE/BUCKETS/PVC	42.78
OREILLY AUTO 00001883	PO0131486	TRANS/HYDRO FLUID	53.99
SHERWIN WILLIAMS #7185	PO0131486	PAINT	62.84

<b>AIRPORT TOTAL</b>	<b>159.61</b>
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**FUND 22 DEPT 225 - GOLF**

IN *D.A.L. SECURITY LL	PO0131486	ALARM SERVICE 10/15	78.00
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<b>GOLF TOTAL</b>	<b>78.00</b>
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**FUND 31 DEPT 230 - UTILITY SERVICES**

HERTZ EQUIPMENT	PO0131486	TELESCOPIC BOOM	907.26
STAPLES 00106633	PO0131486	KEYBOARD/MOUSE/CLEANER	78.73
THE UPS STORE 5063	PO0131486	SHIPPING FEES	23.15

<b>UTILITY SERVICES TOTAL</b>	<b>1,009.14</b>
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**FUND 31 DEPT 760 - SOLID WASTE**

AMAZON MKTPLACE PMTS	PO0131486	PLASTIC WRAP	43.68
ENID MACK SALES INC	PO0131486	V245 ACCELERATOR	262.59
GOLDEN CORRAL - #636	PO0131486	MEAL (4)/DEPT MEETING	35.53
SAVE A LOT #24925	PO0131486	BOTTLED WATER	29.90
SQ *CELLMAX TECH SUPPL	PO0131486	CELL PHONE CASE	38.95

<b>SOLID WASTE TOTAL</b>	<b>410.65</b>
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**FUND 31 DEPT 785 - PUBLIC UTILITIES MGMT**

ACE HARDWARE	PO0131486	SAMPLING STRING	13.99
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<b>PUBLIC UTILITIES MGMT TOTAL</b>	<b>13.99</b>
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**FUND 31 DEPT 790 - WATER PRODUCTION**

AUTOMATIONDIRECT.COM	PO0131486	SOFTWARE	197.50
BELL SUPPLY - ENID OK	PO0131486	COUPLING	52.24
DEPT OF ENV QUALITY	PO0131486	ODEQ TRAINING/CERT/G GEORGE	62.00
LOWES #00205*	PO0131486	HEAT TAPE/INSULATION/SPRAY FOAM	664.50
STEVENS FORD	PO0131486	V307 ABS SENSOR	998.10
USA BLUE BOOK	PO0131486	WATER VALVE PARTS	136.42

<b>WATER PRODUCTION TOTAL</b>	<b>2,110.76</b>
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**FUND 31 DEPT 795 - WATER RECLAMATION SVS**

DESERT DIAMOND INDUSTR	PO0131486	CONCRETE SAW	559.00
ENID WINNELSON CO	PO0131486	COPPER CUTTERS	70.62
HODGE PRODUCTS INC	PO0131486	MASTER PAD LOCKS	523.20
L2G*NORWECO	PO0131486	DE-CHLORINATION TABLETS	680.12
USA BLUE BOOK	PO0131486	SADDLE TAP	94.72

**PURCHASING CARD CLAIMS LIST**

11/03/15

**WATER RECLAMATION SVS TOTAL** 1,927.66

**FUND 31 DEPT 799 - WASTEWATER MGMT**

AUTOMATIONDIRECT.COM	PO0131486	SOFTWARE	197.50
ENID IRON & METAL CO	PO0131486	PLATE	89.65
IN *D.A.L. SECURITY LL	PO0131486	FIRE MONITORING SERVICE	112.00
WW STARR LUMBER ENID	PO0131486	PLASTIC/DUCT TAPE	84.61

**WASTEWATER MGMT TOTAL** 483.76

**FUND 50 DEPT 505 - 911**

DOWNTOWN THREADS	PO0131486	911 UNIFORM SAMPLE	22.44
IHOP # 1495	PO0131486	MEAL (2)/PUBLIC SAFETY CONF	11.00
KUM & GO #880	PO0131486	V2113 FUEL/PUBLIC SAFETY CONF	24.60
MARRIOTT HOTELS TULSA	PO0131486	MEAL (4)/PUBLIC SAFETY CONF	56.50
MARRIOTT TULSA HOTEL S	PO0131486	LODGING (2)/PUBLIC SAFETY CONF	174.30
TED'S CAFE TULSA	PO0131486	MEAL (2)/PUBLIC SAFETY CONF	29.02
UPS (800) 811-1648	PO0131486	SHIPPING FEES	9.47
ZIOS ITALIAN KITCHEN 6	PO0131486	MEAL (2)/PUBLIC SAFETY CONF	26.98

**911 TOTAL** 354.31

**FUND 51 DEPT 515 - POLICE**

ARBY'S 7984	PO0131486	MEAL/ANIMAL CONTROL SCHOOL/A ELDER	8.68
ASIA SUPER BUFFET	PO0131486	MEAL (4)/CLEET TRAINING	43.40
BAD BRAD'S BAR-B-Q	PO0131486	MEAL (2)/INST DEVELOP	27.47
BROWNELLS INC	PO0131486	(CREDIT) REFUND/SHOTGUN BARRELS	(347.91)
CHEESECAKE FACTORY #11	PO0131486	MEAL/DRUG LAB SCHOOL/A BARBER	22.00
CHILI'S ADA	PO0131486	MEAL (4)/CLEET TRAINING	64.79
COMFORT INN & SUITES	PO0131486	LODGING/ANIMAL CONT CERT/A ELDER	75.00
FIESTA MART #1	PO0131486	V2081 FUEL/EOD/MUSKOGEE	34.74
GATTITOWN 602	PO0131486	MEAL/DRUG LAB SCHOOL/A BARBER	5.98
IRMAS BURGER SHACK	PO0131486	MEAL/DRUG LAB SCHOOL/A BARBER	15.00
IRON STAR URBAN BBQ	PO0131486	MEAL/DRUG LAB SCHOOL/A BARBER	19.54
J MART	PO0131486	V413 FUEL/ANIMAL CONT CERTIFICATION	16.00
L E A DATA TECHNOLOGIE	PO0131486	COMPUTER SOFTWARE UPDATE	50.00
MCALISTER'S DELI #711	PO0131486	MEAL (2)/INST DEVELOP	16.14
MIDWAYUSA COM	PO0131486	RANGE TIMER	168.98
OK STATE BUREAU OF INV	PO0131486	POLYGRAPH SEMINAR (2)	120.00
PANDA EXPRESS #2481	PO0131486	MEAL (4)/CLEET TRAINING	36.60
PANDA EXPRESS 1445	PO0131486	MEAL/OLETS TRAINING/B MCFADDEN	8.60
PEARLS CRABTOWN	PO0131486	MEAL (2)/911 MEETING	26.59
PIGSKIN'S BBQ	PO0131486	MEAL (4)/CLEET TRAINING	55.61
RADIOSHACK COR00166611	PO0131486	FORENSIC TOOLKIT	64.99
ROSE ROCK GRILL	PO0131486	MEAL/DRUG LAB SCHOOL/A BARBER	25.85
SANTA FE CATTLE COMPAN	PO0131486	MEAL (12)/CLEET TRAINING	182.45
SEMINOLE NAT TVL PL	PO0131486	V2185 FUEL/CLEET TRAINING	28.06
SEMINOLE QUICK PIC	PO0131486	V2185 FUEL/CLEET TRAINING	29.50
SONIC DRIVE IN #1204	PO0131486	MEAL/ANIMAL CONTROL SCHOOL/A ELDER	6.59
STAPLES 00106633	PO0131486	FLASH DRIVE	8.99
TACO BELL #30393	PO0131486	MEAL (4)/CLEET TRAINING	28.72



**PURCHASING CARD CLAIMS LIST**

11/03/15

THE BIKE SHOP	PO0131486	(CREDIT) REFUND TAXES	(39.58)
THE GARAGE MIDTOWN	PO0131486	MEAL/DRUG LAB SCHOOL/A BARBER	15.00
THE UPS STORE 5063	PO0131486	SHIPPING FEES	18.63
TOPS & STRIPES	PO0131486	V410 HANDLE	32.00
USPS 39282704133607748	PO0131486	SHIPPING FEES	16.12
WESTIN (WESTIN HOTELS)	PO0131486	LODGING/K-9 CONF/R MCFADDEN	578.16
WHATABURGER 79 Q26	PO0131486	MEAL/GRAND JURY/R BENCH	15.80
WHISKEY CAKE	PO0131486	MEAL/DRUG LAB SCHOOL/A BARBER	23.00
WM SUPERCENTER #499	PO0131486	FIRST AID KITS (5)	79.40

**POLICE TOTAL** 1,580.89

**FUND 65 DEPT 655 - FIRE**

A & A EQUIPMENT INC	PO0131486	VEHICLE WASH/WAX (55 GAL)	596.64
ALL HANDS FIRE EQUIPME	PO0131486	HELMET STICKERS (12)	122.87
AT&T DATA	PO0131486	IPAD DATA PLAN 10/15	25.00
B J APPLIANCE	PO0131486	MICROWAVE (2)	260.00
FAMILY DOLLAR #2065	PO0131486	DISINFECTANT SPRAY	24.00
INDUSTRIAL MATERIALS	PO0131486	KITCHEN DOOR HARDWARE	84.00
JACK IN THE BOX #6100	PO0131486	MEAL/CLEET TRAINING/M SCHATZ	6.98
MCDONALD'S M5295 OF	PO0131486	MEAL (3)/EVT CONF	17.73
MISSISSIPPI MADNESS	PO0131486	V1000 FUEL	15.01
MOTEL 6 TULSA AIRPORT	PO0131486	(CREDIT) ERRONEOUS CHARGE	(215.64)
SONIC DRIVE IN #3180	PO0131486	MEAL/CLEET TRAINING/M SCHATZ	7.69
SOUTHWEST TRUCK PARTS	PO0131486	V1034 FRONT SHOCKS	128.80
STAPLES 00106633	PO0131486	PRINTER	50.99
TACO BELL #4462	PO0131486	MEAL/CLEET TRAINING/M SCHATZ	24.38
THE UPS STORE 5063	PO0131486	SHIPPING FEES	47.62
WWWNEWCONCEPTTOOLS.COM	PO0131486	V1018 VALVE BOX COVER	72.24

**FIRE TOTAL** 1,268.31

**FUND 99 DEPT 995 - EPTA**

CHRYSLER JACKSON CHRYS	PO0131486	V8574 ACCELERATOR	283.00
WM SUPERCENTER #499	PO0131486	CRAFT SUPPLIES HALLOWEEN/CLEANER	117.26

**EPTA TOTAL** 400.26

**JP MORGANCHASE CLAIMS LIST TOTAL** \$ 34,097.92

**City Commission Meeting**

12. 1.

**Meeting Date:** 11/03/2015

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

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**SUBJECT:**

**APPROVE AND EXECUTE A WATER PURCHASE CONTRACT BETWEEN THE ENID MUNICIPAL AUTHORITY AND THE GARBER MUNICIPAL AUTHORITY.**

**BACKGROUND:**

The City of Garber, Oklahoma, desires to purchase water from Enid. Garber will install the meter, water lines and equipment necessary to take water at a point of delivery, which will be determined by the City of Enid Engineering Department. Garber will pay the ordinance rate, which will increase from time to time. This contract is for a term of twenty (20) years and may be renewed annually thereafter.

**RECOMMENDATION**

Approve and execute contract.

**PRESENTER:**

Andrea L. Chism, City Attorney.

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**Attachments**

Garber Water Contract

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**AMENDED WATER PURCHASE CONTRACT  
BETWEEN THE  
ENID MUNICIPAL AUTHORITY  
AND THE  
GARBER MUNICIPAL AUTHORITY**

This Amended Water Purchase Contract (the "Agreement") is made and entered into by and between the Enid Municipal Authority, a Public Trust, hereinafter called the "Seller" and the Garber Municipal Authority, hereinafter called "Purchaser." The Agreement replaces and supersedes a Water Purchase Contract by and between the Seller and the Purchaser executed April 7, 2015.

**WHEREAS**, Purchaser has a long term need for a steady supply of potable water; and,

**WHEREAS**, Seller has the ability to provide potable water to the Purchaser.

**NOW THEREFORE**, 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. Term. This Agreement shall be effective on the 1st day of December, 2015, and shall terminate on the 30<sup>th</sup> day of November, 2035. This Agreement may be extended annually thereafter by agreement of the parties. Pursuant to 11 O.S. § 37-119, the Seller shall review this Agreement annually to determine the municipality's cost and whether a modification of rates is appropriate.
2. Obligation of Seller. The Seller agrees:
  - a. To furnish to the Purchaser potable water (treated) at a specific point which would be the most reasonable and economic point of delivery as determined by the engineers of the Seller, at such pressure as normally will be maintained in said water line of Seller at the point of delivery. Provided, however, emergency failures of pressure or supply due to main supply line breaks, repairs, power failure, fire, flood, and use of water to fight fire, earthquake or other catastrophe or other means beyond the control of the Seller shall excuse Seller from this provision for such reasonable period of time as may be deemed necessary to restore service or normal pressure to Purchaser.
  - b. To remedy temporary system failures in the delivery of potable water on a timely basis.
3. Obligation of the Purchaser: The Purchaser agrees:
  - a. To install and maintain the necessary meter, water lines and equipment to take water at the point of delivery, and to comply with all ordinances and policies of the City of Enid, as to such installations and secure approval of the City of Enid

prior to such installations. The Purchase shall insure that each service line only serves one resident or user.

- b. To install and maintain in proper working order all equipment, to include double check valves, positive break devices and backflow devices to prevent water from flowing back into the Seller's water line under any conditions.
- c. To pay the Seller, not later than ten (10) days after the receipt of billing, for water delivered, at the Political Subdivision rate set forth in Section 2-6E-5 of the Enid Municipal Code, and as may be changed by ordinance in the future.

4. Conditions and Clarifications.

- a. The potable water provided under this Agreement shall be used for the existing service area of the Purchaser only and shall not be used in manufacturing, processing, irrigation in excess of one (1) acre of ground, or any commercial or industrial purpose where any one (1) user requires in excess of one hundred thousand (100,000) gallons of water per month.
- b. The Purchaser shall not furnish or sell water to persons or property other than those located within the City Limits of the City of Garber without the express written consent of the Seller.
- c. Purchaser acknowledges that the Seller has implemented an enterprise accounting system to account for the cost of water supply, treatment and delivery, and agrees that the rate charged for water pursuant to this Agreement is appropriate and the Seller shall not be liable to the Purchaser for any expense under 11 O.S. § 37-119a.
- d. Purchaser agrees to indemnify and hold the Seller harmless from any claim or damage by reason of the use of said water, including but not limited to the quality or quantity of water delivered or for any interruption of the flow, or escape of said water due to repair of water lines or due to any means beyond control of the Seller.
- e. Purchaser and its customers shall be subject to water conservation, as defined by §8-2-15 of the Enid Municipal Code. Purchaser agrees to institute conservation for its customers within twenty-four (24) hours of notice by the Seller. Violation of this condition shall result in immediate termination of this Agreement.

5. Tax Covenants. The Purchaser acknowledges that the Seller has advised the Purchaser that the requirements of the Internal Revenue Code of 1986 and regulations adopted thereunder (collectively, the "Code") applicable to obligations issued and to be issued by the Seller to finance water facilities must be complied with in order for interest on such obligations to be and remain exempt from Federal income taxation. To ensure and

maintain compliance with such Code requirements, the Purchaser makes the following covenants:

- a. The Purchaser will not sell any water purchased under this Contract in any manner that would cause such sale to result in any facility of the Seller being deemed to be used for a private business use under the Code;
  - b. The Purchaser will not resell any water purchased under this Contract, whether directly or as a part of a sale of water from the Seller's water system, to a wholesale purchaser for resale by such purchaser (i.e., The Purchaser will only sell water purchased under this Contract to its retail customers for ultimate consumption or use);
  - c. The Purchaser will not enter into any arrangement for water purchased under this Contract and resold to the Purchaser's retail customers except for arrangements for water sale that is available to the general public at either (i) no charge, or (ii) on the basis of rates that are generally applicable and uniformly applied, it being understood that for this purpose, rates may be treated as generally applicable and uniformly applied even if (x) different rates apply to different classes of users, such as volume purchasers, if the differences in rates are customary and reasonable; or (y) a specially negotiated rate arrangement is entered into, but only if the user is prohibited by federal law from paying the generally applicable rates, and the rates established are as comparable as reasonably possible to the generally applicable rates; and
  - d. The Purchaser will not enter into any arrangement for water purchased under this Contract and resold to the Purchaser's retail customers that conveys priority rights or other preferential benefits or that would obligate any retail customer to make payments that are not contingent on the amount of water purchased by such customer such as take or pay or take and pay contracts. Provided that the Purchaser may charge a fixed rate for a given minimum amount of water pursuant to generally applicable rate schedule.
6. Additional Tax Covenants. The Purchaser represents and confirms that it is a municipality duly organized and established under the provisions of 11 O.S. Section 2-101 *et seq.*, as amended, and covenants that it will continue to be such a municipality for the term of this Contract. The Purchaser further represents and confirms that it is exempt and will remain exempt from Federal income taxation for the term of this Contract and, by virtue of such exemption, has not filed or paid and will not file nor pay any Federal income tax returns for the term of this Contract.
7. Remedies and Indemnification for Breach of Tax Covenants. The Purchaser and the Seller agree that (1) the provisions of Paragraphs 5 and 6 above constitute material terms and conditions of this Contract; (2) the Seller has the right to terminate this Contract by giving thirty (30) days' written notice to the Purchaser in the event the Seller determines, in good faith, that the Purchaser has breached any of such paragraphs; and (3) because of

the importance to the Seller of preserving the Federal tax-exempt treatment of the interest on its obligations issued and to be issued to finance or refinance improvements to its water supply distribution system, determinations by the Seller, in good faith, as to the Purchaser's compliance with such paragraphs shall be conclusive.

8. Notices. Whenever a notice is required to be given, it shall be given in writing, and under the terms of this Agreement, or any extension hereunder, such notice shall either be delivered or mailed by certified mail, return receipt requested, and directed to the respective parties at the following addresses:

Enid Municipal Authority:	P.O. Box 1768 401 West Owen K. Garriott RD Enid, Oklahoma 73702
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Garber Municipal Authority	P.O. Box 607 Garber, Oklahoma 73738-0607
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or at such other address as a party shall specify by like notice to the other party hereto. Notice shall be deemed to have been given on the date delivered or mailed.

9. Termination.

- a. If the Purchaser shall be in default in the performance of this agreement, the Seller may terminate the agreement if such default is not cured within thirty (30) days after written notice is given by the Seller to the Purchaser.
- b. If the Seller is unable to provide potable water at a reasonable rate, the Purchaser may terminate the agreement if such non-performance is not remedied within thirty (30) days after written notice is given by the Purchaser to the Seller.
- c. Purchaser is authorized to terminate the agreement upon ninety (90) days written notice. Provided, however, under these circumstances, Purchaser is required, at its own cost, to physically terminate the connection to Seller's water supply.
- d. In addition to the Seller's right to terminate in Paragraph 4E and Paragraph 7 above, Seller is authorized to terminate this Agreement at any time for any reason upon ninety (90) days written notice.

10. Protection of Public Health and Safety. The Seller shall have the right to stop or disconnect the Purchaser's line from the Seller's line if a danger to the public exists due to the connection or use of the connection.

11. Interpretation and Choice of Law. This Agreement shall be deemed to have been made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma. Any action or proceeding seeking to enforce any provision of,

or based on any right arising out of, this Agreement may be brought against any of the parties in the courts of the State of Oklahoma, County of Garfield, 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. 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.
13. 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.
14. Third Party Beneficiaries. Nothing in this Agreement, express 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.
15. 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.
16. Assignment. This Agreement may not be assigned by Purchaser without the prior written consent of the Seller.
17. 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 such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one agreement; provided, however, this Agreement shall not be binding upon the parties hereto until signed by all of the parties.

\*\* THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK \*\*

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

“Purchaser”  
Garber Municipal Authority

\_\_\_\_\_  
Signature

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

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

(SEAL)

ATTEST:

\_\_\_\_\_  
Natasha Wedel, Secretary

“Seller”  
Enid Municipal Authority, a Public Trust

\_\_\_\_\_  
Signature

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

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

(SEAL)

ATTEST:

\_\_\_\_\_  
Linda Parks, Secretary



**City Commission Meeting**

**12. 2.**

**Meeting Date:** 11/03/2015

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

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**SUBJECT:**

**APPROVAL OF CLAIMS IN THE AMOUNT OF \$205,554.57.**

**BACKGROUND:**

**RECOMMENDATION**

**PRESENTER:**

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**Attachments**

Claimslist

JP Morgan Claimslist

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**City Commission Meeting**

**15. 1.**

**Meeting Date:** 11/03/2015

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

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**SUBJECT:**

**APPROVAL OF CLAIMS IN THE AMOUNT OF \$727,554.25.**

**BACKGROUND:**

**RECOMMENDATION**

**PRESENTER:**

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**Attachments**

Claimslist

JP Morgan Claimslist

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**City Commission Meeting**

**18. 1.**

**Meeting Date:** 11/03/2015

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

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**SUBJECT:**

**APPROVAL OF CLAIMS IN THE AMOUNT OF \$1,046.34.**

**BACKGROUND:**

**RECOMMENDATION**

**PRESENTER:**

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**Attachments**

Claimslist

JP Morgan Claimslist

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**Meeting Date:** 11/03/2015

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

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**SUBJECT:**

**CONSIDER CONVENING INTO EXECUTIVE SESSION PURSUANT TO 25 O.S. § 307(C)(10), TO DISCUSS MATTERS PERTAINING TO ECONOMIC DEVELOPMENT, BECAUSE PUBLIC DISCLOSURE WILL VIOLATE THE CONFIDENTIALITY OF THE BUSINESS; AND PURSUANT TO 25 O.S. §307(B)(1), TO DISCUSS "THE EMPLOYMENT, HIRING, APPOINTMENT, PROMOTION, DEMOTION, DISCIPLINING, OR RESIGNATION OF ANY INDIVIDUAL SALARIED PUBLIC OFFICER OR EMPLOYEE," TO PERFORM A PERFORMANCE REVIEW OF CITY MANAGER JERALD GILBERT, AND TO RECONVENE INTO REGULAR SESSION TO TAKE ANY NECESSARY ACTION.**

**BACKGROUND:**

The City Attorney recommends the Mayor and Board of Commissioners go into Executive Session pursuant to 25 O.S. 307(C)(10), "for the purposes of conferring on matters pertaining to economic development, including the transfer of property, financing, or the creation of a proposal to entice a business to remain or to locate within their jurisdiction if public disclosure of the matter discussed would interfere with the development of products or services or if public disclosure would violate the confidentiality of the business" and pursuant to 25 O.S. 307(B)(1), to discuss "the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of any individual salaried public officer or employee." Upon conclusion of the Executive Session, the Commission will reconvene into regular session to take any necessary action.

**RECOMMENDATION**

Convene into Executive Session.

**PRESENTER:**

Andrea L. Chism, City Attorney.

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