



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, the Trustees of the Enid Economic Development Authority, a Public Trust, and the Trustees of the Enid Public Transportation Authority, a Public Trust will meet in regular session at 6:30 p.m. on the 20th day of September, 2016, 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 SEPTEMBER 8, 2016.
5. AWARDS, PRESENTATIONS, PROCLAMATIONS, AND ORGANIZATIONAL BUSINESS.
  1. PRESENT PET AVAILABLE FOR ADOPTION AT THE CITY ANIMAL SHELTER.
  2. EMPLOYEE RECOGNITION.
6. HEARINGS.

1. CONDUCT A PUBLIC HEARING REGARDING THE PROPOSED TERMINATION OF INCREMENT DISTRICT NO. 2, CITY OF ENID (OKLAHOMA ETHANOL PROJECT), INCREMENT DISTRICT NO. 3, CITY OF ENID (ORION ETHANOL PROJECT), AND INCREMENT DISTRICT NO. 6, CITY OF ENID (NORTHSTAR CANOLA PROJECT).
  2. CONDUCT A PUBLIC HEARING REGARDING THE PROPOSED CREATION OF INCREMENT DISTRICT NO. 7, CITY OF ENID AND THE TP&L ECONOMIC DEVELOPMENT PROJECT PLAN.
  3. CONDUCT A HEARING TO CONSIDER THE ISSUANCE OF A PUBLIC CONVEYANCE LICENSE TO PATRICK CECIL NORTON, D/B/A SUNDOWN TOWN TAXI.
7. COMMUNITY DEVELOPMENT.
1. CONSIDER A SIDEWALK VARIANCE FOR CHISHOLM SCHOOL LOCATED AT 4202 WEST CARRIER ROAD, DESCRIBED AS UNPLATTED REAL ESTATE OF THE SE/4 OF SE/4 OF SECTION 15, TOWNSHIP 23 NORTH, RANGE 7 WEST, INDIAN MERIDIAN, GARFIELD COUNTY, OKLAHOMA.
  2. CONSIDER A SIDEWALK VARIANCE FOR SETH SLATER, LOCATED AT 1502 MASON DRIVE, DESCRIBED AS LOT 7, BLOCK 14, SKYVIEW ESTATES.
8. ADMINISTRATION.
1. CONSIDER AND TAKE ACTION WITH RESPECT TO AN ORDINANCE OF THE CITY OF ENID, OKLAHOMA (THE "CITY") REPEALING ORDINANCE NO. 2006-7 OF THE CITY AND TERMINATING INCREMENT DISTRICT NO. 2, CITY OF ENID (OKLAHOMA ETHANOL TIF); RATIFYING AND CONFIRMING THE ACTIONS, RECOMMENDATIONS AND FINDINGS OF THE REVIEW COMMITTEE AND THE METROPOLITAN AREA PLANNING COMMISSION; PROVIDING FOR DISPOSITION OF FUNDS HELD IN THE APPORTIONMENT FUND; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.
  2. CONSIDER AND TAKE ACTION WITH RESPECT TO AN ORDINANCE OF THE CITY OF ENID, OKLAHOMA (THE "CITY") REPEALING ORDINANCE NO. 2006-16 OF THE CITY AND TERMINATING INCREMENT DISTRICT NO. 3, CITY OF ENID (ORION ETHANOL TIF); RATIFYING AND CONFIRMING THE ACTIONS, RECOMMENDATIONS AND FINDINGS OF THE REVIEW COMMITTEE AND THE METROPOLITAN AREA PLANNING COMMISSION; PROVIDING FOR DISPOSITION OF FUNDS HELD IN THE APPORTIONMENT FUND; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.
  3. CONSIDER AND TAKE ACTION WITH RESPECT TO AN ORDINANCE OF THE CITY OF ENID, OKLAHOMA (THE "CITY") REPEALING ORDINANCE NO. 2013-3 OF THE CITY AND TERMINATING INCREMENT DISTRICT NO. 6, CITY OF ENID (NORTHSTAR CANOLA TIF); RATIFYING AND CONFIRMING THE ACTIONS, RECOMMENDATIONS AND FINDINGS OF THE REVIEW COMMITTEE AND THE METROPOLITAN AREA PLANNING COMMISSION; PROVIDING FOR DISPOSITION OF FUNDS HELD IN THE APPORTIONMENT FUND; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

4. **CONSIDER AND TAKE ACTION WITH RESPECT TO AN ORDINANCE OF THE CITY OF ENID, OKLAHOMA (THE "CITY") APPROVING UTILIZATION OF APPORTIONED TAX REVENUES AUTHORIZED BY STATEWIDE VOTE ADOPTING ARTICLE 10, SECTION 6C OF THE OKLAHOMA CONSTITUTION AND IMPLEMENTED BY THE LOCAL DEVELOPMENT ACT, 62 O.S. §850, ET SEQ.; APPROVING AND ADOPTING THE TP&L ECONOMIC DEVELOPMENT PROJECT PLAN AND EXPRESSING INTENT TO CARRY OUT THE PROJECT PLAN; RATIFYING AND CONFIRMING THE ACTIONS, RECOMMENDATIONS AND FINDINGS OF THE REVIEW COMMITTEE AND THE METROPOLITAN AREA PLANNING COMMISSION; CREATING AND ESTABLISHING INCREMENT DISTRICT NO. 7, CITY OF ENID; DESIGNATING AND ADOPTING THE INCREMENT DISTRICT BOUNDARIES AND THE PROJECT AREA BOUNDARIES; ADOPTING CERTAIN FINDINGS; RESERVING TO THE CITY THE AUTHORITY TO MAKE MINOR AMENDMENTS TO THE PROJECT PLAN; AUTHORIZING THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY TO CARRY OUT AND ADMINISTER THE PROJECT PLAN; ESTABLISHING A TAX APPORTIONMENT FUND; AUTHORIZING DIRECTIONS FOR PROSPECTIVE APPORTIONMENT OF TAX INCREMENTS; ESTABLISHING AN ALLOCATION OF USE FOR TAX INCREMENTS; DECLARING APPORTIONMENT FUNDS TO BE FUNDS OF THE CITY AND LIMITING THE PLEDGE OF APPORTIONED INCREMENTS TO INCREMENTS ACTUALLY APPORTIONED BY THE CITY; AUTHORIZING THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY, OR A PUBLIC TRUST DESIGNATED THEREBY, TO IMPLEMENT THE PROJECT PLAN UTILIZING APPORTIONED TAX INCREMENTS TO PAY OR REIMBURSE PROJECT COSTS DIRECTLY AND/OR TO ISSUE BONDS OR NOTES, IF FEASIBLE AND DESIRABLE, TO PAY PROJECT COSTS AND TO RETIRE SAID BONDS OR NOTES FROM APPORTIONED TAX INCREMENTS; PROVIDING FOR SEVERABILITY; DECLARING AN EMERGENCY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.**
5. **CONSIDER AND TAKE ACTION WITH RESPECT TO AN AGREEMENT FOR TAX INCREMENT FINANCE COUNSEL SERVICES WITH THE PUBLIC FINANCE LAW GROUP LLC.**
6. **CONSIDER THE ISSUANCE OF A PUBLIC CONVEYANCE LICENSE TO PATRICK CECIL NORTON, D/B/A SUNDOWN TOWN TAXI.**
7. **CONSIDER A RESOLUTION INCREASING THE 2016-2017 GENERAL FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$200,000.00 TO PURCHASE PROPERTY LOCATED AT 110 AND 112 EAST OWEN K. GARRIOTT ROAD.**
8. **CONSIDER A RESOLUTION INCREASING THE CITY OF ENID'S 2016-2017 SANITARY SEWER CAPITAL IMPROVEMENT FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$413,861.00 FOR THE OAKWOOD ROAD SANITARY SEWER RELIEF LINE, PROJECT NO. S-1508A.**
9. **CONSIDER 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-4, ENTITLED "MEADOWLAKE GOLF COURSE, ADMISSION PRICES," TO INCREASE CERTAIN GREEN FEES, MEMBERSHIP FEES AND CART FEES AND REMOVING ADDITIONAL HOUSEHOLD MEMBER RATES; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.**

10. **CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 2, ENTITLED "FINANCE AND TAXATION, CHAPTER 5, ENTITLED "MUNICIPAL TAXES," ARTICLE A, ENTITLED "SALES TAX," TO IMPOSE A THREE QUARTERS OF ONE PERCENT (0.75%) SALES TAX AND A ONE QUARTER OF ONE PERCENT (0.25%) SALES TAX ON THE GROSS PROCEEDS OR GROSS RECEIPTS DERIVED FROM ALL SALES TAXABLE UNDER THE OKLAHOMA SALES TAX CODE TO FUND CAPITAL EXPENDITURES PERTAINING TO WATER SYSTEM IMPROVEMENTS RELATED OR INCIDENTAL TO THE CONSTRUCTION OF A WATER TRANSMISSION PIPELINE FROM KAW LAKE TO ENID AND RELATED WATER TREATMENT, STORAGE AND DISTRIBUTION FACILITIES; AMENDING TITLE 2, ENTITLED "FINANCE AND TAXATION," CHAPTER 5, ENTITLED "MUNICIPAL TAXES," ARTICLE C, ENTITLED "USE TAX," TO IMPOSE A RATE EQUAL TO THE PREVAILING TOTAL OF ALL SALES TAXES LEVIED BY THE MUNICIPALITY ON THE STORAGE, USE OR OTHER CONSUMPTION OF TANGIBLE PERSONAL PROPERTY PURCHASED OR BROUGHT INTO THE CITY OF ENID AND TO PROVIDE FOR THE AUTOMATIC CHANGE IN USE TAX RATE UPON A CHANGE IN SALES TAX RATE; AMENDING CHAPTER 6, ENTITLED "FEE SCHEDULE," ARTICLE B, ENTITLED "BUSINESS RELATED FEES," SECTION 2-6B-1, ENTITLED "MUNICIPAL TAXES," TO UPDATE THE SALES USE TAX RATES; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, CODIFICATION, AND EFFECTIVE DATE.**

11. **CONSIDER A RESOLUTION AUTHORIZING THE CITY OF ENID TO TAKE ANY AND ALL ACTIONS NECESSARY TO ACCEPT GRANT FUNDS FROM THE OKLAHOMA DEPARTMENT OF TOURISM & RECREATION DEPARTMENT FOR THE RECREATIONAL TRAILS PROGRAM GRANT FUNDED BY THE FEDERAL HIGHWAY ADMINISTRATION FOR A TRAIL HEAD FACILITY AT GOVERNMENT SPRINGS SOUTH PARK.**

9. **CONSENT.**

1. **ACCEPT UTILITY EASEMENTS AND RIGHTS-OF-WAY FROM BOBSFARM, INC., ENID, OKLAHOMA.**

2. **APPROVE CHANGE ORDER NO. 6 WITH C-P INTEGRATED SERVICES, INC., OKLAHOMA CITY, OKLAHOMA, IN THE DEDUCT AMOUNT OF \$3,150.00, AND ACCEPT THE EAST BROADWAY ADA RAMPS & TRAIL IMPROVEMENT PROJECT, PROJECTS NO. (R-1402B & M-1505).**

3. **ACCEPT SANITARY SEWER EASEMENTS FROM MILESTONE BUILDERS, LLC, ARDMORE, OKLAHOMA, FOR THE DEVELOPMENT OF BLOCKS 7 & 8, TARA ESTATES SUBDIVISION.**

4. **ACCEPT WATER IMPROVEMENT PROJECT TO SERVE THE 81 RANCH ENID EVENT CENTER, LOCATED AT 5200 NORTH VAN BUREN STREET, PROJECT NO W-1512A.**

5. **ACCEPT OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) PERMIT TO CONSTRUCT A SEWER LINE FOR LOT 3A, BLOCK 1, BOBSFARM 8TH ADDITION, PROJECT NO. S-1611A.**

6. **AWARD A CONTRACT TO LUCKINBILL INC., ENID, OKLAHOMA, IN THE AMOUNT OF \$413,861.00, FOR THE OAKWOOD ROAD SANITARY SEWER RELIEF LINE, PROJECT NO. S-1508A, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS AFTER REVIEW BY THE CITY ATTORNEY.**
7. **ACCEPT OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) CONSTRUCTION PERMIT FOR THE OAKWOOD ROAD SANITARY SEWER RELIEF LINE, PROJECT NO. S-1508A.**
8. **AWARD CONTRACT TO LUCKINBILL, INC., ENID, OKLAHOMA, FOR WATER LINE RELOCATION AT NORTH CLEVELAND STREET AND WEST CHESTNUT AVENUE, IN THE AMOUNT OF \$618,898.00, PROJECT NO. W-1406B, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS AFTER REVIEW BY THE CITY ATTORNEY.**
9. **ACCEPT QUIT CLAIM DEED FROM THE BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY, OKLAHOMA FOR LOT THREE (3), BLOCK NINE (9), WEATHERLY 6TH ADDITION TO THE CITY OF ENID.**
10. **CONSIDERATION AND DENIAL OF TORT CLAIM OF MICHELLE SHARP.**
11. **CONSIDERATION AND DENIAL OF TORT CLAIM OF DENISE ALVAREZ.**
12. **CONSIDERATION AND DENIAL OF TORT CLAIM OF LIBERTY MUTUAL INSURANCE.**
13. **AWARD A 48-MONTH LEASE AGREEMENT WITH LUBER BROTHERS, INC., OKLAHOMA CITY, OKLAHOMA, TO LEASE A TRIPLEX GREENS MOWER AND HEAVY DUTY UTILITY VEHICLE FOR MEADOWLAKE GOLF COURSE, AND AUTHORIZE THE CHIEF FINANCIAL OFFICER TO EXECUTE ALL DOCUMENTS AFTER REVIEW BY THE CITY ATTORNEY.**
14. **CONSIDER AND EXECUTE A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF ENID AND GARY PALECEK FOR PROPERTY LOCATED AT 110-112 EAST OWEN K. GARRIOTT ROAD.**
15. **AWARD THE PURCHASE OF READY MIX PORTLAND CEMENT CONCRETE TO ENID CONCRETE COMPANY, INC., ENID, OKLAHOMA, AND DOLESE BROTHERS COMPANY, OKLAHOMA CITY, OKLAHOMA, THROUGH JUNE 30, 2017.**
16. **AWARD THE PURCHASE OF CRUSHER RUN ROCK TO DOLESE BROTHERS COMPANY, OKLAHOMA CITY, OKLAHOMA, THROUGH JUNE 30, 2017.**
17. **APPROVAL OF CLAIMS IN THE AMOUNT OF \$1,602,066.32.**
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. **CONSIDER A RESOLUTION INCREASING THE 2016-2017 FISCAL FINANCIAL PLAN FOR THE ENID MUNICIPAL AUTHORITY IN THE AMOUNT OF \$200,000.00 TO PURCHASE AND DEMOLISH REAL PROPERTY LOCATED AT 110 AND 112 EAST OWEN K. GARRIOTT ROAD.**
2. **CONSIDER A RESOLUTION INCREASING THE 2016-2017 FISCAL FINANCIAL PLAN FOR THE ENID MUNICIPAL AUTHORITY IN THE AMOUNT OF \$413,861.00 FOR THE OAKWOOD SANITARY SEWER RELIEF LINE, PROJECT S-1508A.**
3. **AWARD THE PURCHASE OF READY MIX PORTLAND CEMENT CONCRETE TO ENID CONCRETE COMPANY, INC., ENID, OKLAHOMA, AND DOLESE BROTHERS COMPANY, OKLAHOMA CITY, OKLAHOMA, THROUGH JUNE 30, 2017.**
4. **AWARD THE PURCHASE OF CRUSHER RUN ROCK TO DOLESE BROTHERS COMPANY, OKLAHOMA CITY, OKLAHOMA, THROUGH JUNE 30, 2016.**
5. **APPROVAL OF CLAIMS IN THE AMOUNT OF \$287,429.69.**
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 \$150,000.00.**
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 \$6,945.68.**
19. **ADJOURN TO RECONVENE AS THE ENID CITY COMMISSION.**
20. **PUBLIC COMMENTS.**
21. **CONSIDER CONVENING INTO EXECUTIVE SESSION PURSUANT TO 25 O.S. §307(B)(1) TO REVIEW THE PERFORMANCE AND CONSIDER EMPLOYMENT OF MUNICIPAL JUDGE JAMES LONG AND MUNICIPAL JUDGE LINDA PICKENS; AND PURSUANT TO 25 O.S. §307(B)(4) AND (B)(9)(e)(7) TO ENGAGE IN CONFIDENTIAL COMMUNICATIONS WITH THE CITY ATTORNEY CONCERNING A PENDING INVESTIGATION AND TO DISCUSS INFORMATION TECHNOLOGY INVESTIGATION INFORMATION RELATED TO A SECURITY PENETRATION; AND TO RECONVENE INTO REGULAR SESSION TO TAKE ANY NECESSARY ACTION.**
22. **ADJOURN.**

**City Commission Meeting**

4.

**Meeting Date:** 09/20/2016

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**SUBJECT:**

**CONSIDER APPROVAL OF MINUTES OF THE REGULAR COMMISSION MEETING OF SEPTEMBER 8, 2016.**

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**Attachments**

Minutes

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MINUTES OF REGULAR MEETING OF THE  
MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA,  
TRUSTEES OF THE ENID MUNICIPAL AUTHORITY, A PUBLIC TRUST,  
TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY, A PUBLIC TRUST,  
AND TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY, A PUBLIC TRUST  
HELD ON THE 8TH DAY OF SEPTEMBER 2016

The Mayor and Board of Commissioners of the City of Enid, County of Garfield, State of Oklahoma, the Trustees of the Enid Municipal Authority, a Public Trust, the Trustees of the Enid Economic Development Authority, a Public Trust, and the Trustees of the Enid Public Transportation Authority, a Public Trust, met in regular session at 6:30 P.M. on the 8th day of September 2016, in the Council Chambers of the Administration Building of the City of Enid, located at 401 West Owen K. Garriott Road in said city, pursuant to notice given by December 15, 2015 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 7th day of September 2016.

-MAYOR AND BOARD OF COMMISSIONERS-

Mayor Pro Tem Janzen called the meeting to order with the following members present and absent:

PRESENT: Commissioners Brownlee, Ezzell, Timm, Wilson and Mayor Pro Tem Janzen.

ABSENT: Commissioner Vanhooser and Mayor Shewey.

Staff present were City Manager Jerald Gilbert, City Attorney Andrea Chism, City Clerk Linda Parks, Director of Engineering Services Chris Gdanski, Chief Financial Officer Erin Crawford, Planning Administrator Chris Bauer, Police Chief Brian O'Rourke, Director of Marketing and Public Relations



Steve Kime, Human Resources Director Sonya Key, and Ex-Officio Member Chief Master Sergeant Jeffrey Wilson.

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Pastor Carrell Still from Willow Road Christian Church gave the Invocation, and Mr. Chris Bauer led the Flag Salute.

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Motion was made by Commissioner Wilson and seconded by Commissioner Timm to approve the minutes of the regular Commission meeting of August 16, 2016, and the vote was as follows:

AYE: Commissioners Brownlee, Ezzell, Timm, Wilson and Mayor Pro Tem Janzen.

NAY: None.

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Officer David Handley presented a three-year old female Chihuahua/Terrier mix, available for adoption at the Enid Animal Shelter.

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A proclamation was read and presented proclaiming September 9, 2016 as "Walk 4RKids Day."

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A hearing was held regarding the submission of the Consolidated Annual Performance and Evaluation Report (CAPER) for the 2015 Community Development Block Grant (CDBG) program year.

CDBG Coordinator Stephanie Carr explained that the City of Enid, as an entitlement city, was required to submit the CAPER to the Department of Housing and Urban Development (HUD) within 90 days of the close of the program year. She stated that a required 15-day comment period would expire on September 9, 2016, after which time she would submit the report to HUD.

There being no further comments, the hearing concluded.

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A hearing was held regarding the proposed termination of Increment District No. 2 (Oklahoma Ethanol), Increment District No. 3 (Orion Ethanol), and Increment District No. 6 (Northstar Canola).

Attorney Nathan Ellis from The Public Finance Law Group, PLLC, explained that in April 2016, the City passed a resolution commissioning the Tax Increment Finance (TIF) Review Committee to reconvene and consider several items, the first of which was the termination of three TIF districts that were created over the course of the past 10 years. Those projects included two ethanol projects that were created in 2006, and the Northstar Canola project that was created in 2013.

Mr. Ellis stated that for economic reasons, not the fault of the City, those projects never came to pass, so it seemed prudent to conclude those efforts. He went on to say that the review committees had met with respect to the projects, and had made recommendations to terminate the districts.

Mr. Ellis stated that this was the first of two public hearings. The second public hearing would be held during the regular Commission meeting on September 20, 2016. The Metropolitan Area Planning Commission would also give consideration and recommendations at their meeting on September 20, 2016.

There being no further comments, the hearing concluded.

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A hearing was held regarding the proposed creation of Increment District No. 7, and the Transportation Partners and Logistics, LLC (TP&L) Economic Development Project Plan.

Mr. Ellis stated that this was the first of two required hearings, with the second hearing to be held during the regular Commission meeting on September 20, 2016.

Mr. Ellis stated that the TIF Review Committee had met with respect to this project, and had passed a recommendation in favor of proceeding with the project. He stated that the project had actually begun in April 2016, and since that time, TP&L had progressed with building infrastructure for the

purpose of creating a lay-down yard, to store wind energy components enroute to various projects across the region.

Mr. Ellis stated that the purpose of the Tax Increment District, as it began, was to find a mechanism to help finance a portion of the costs of improving 66th Street into an industrial boulevard, estimated at \$2.5 million. Over the course of time, he stated that the City had received grant funds of approximately \$1.2 million. TP&L had agreed to provide \$500,000.00 for that project, and the TIF would make up the gap funding of \$800,000.00.

Mr. Ellis stated that this was a unique project, in that in the past, a fixed specific amount had always been identified relative to a TIF project. He stated that in this case, at the recommendation of the Review Committee, and in discussions with Mr. Brent Kisling, Executive Director of the Enid Regional Development Alliance, and representatives of TP&L, they had carved out an incentive that would rebate a portion of the ad valorem tax that was paid on TP&L's inventory stored for long periods of time at their site. He stated that to make Oklahoma, which taxed this type of inventory, competitive with other states, the incentive would allow TP&L to competitively locate the material in Enid, resulting in a large ad valorem windfall that would benefit all of the affected taxing jurisdictions. He went on to say that the thought was to create an incentive equal to sixty-five percent (65%) of the amount of ad valorem tax that was paid on the inventory, with the balance of the revenues that were generated disbursed back to the various taxing entities.

Mr. Ellis stated that based on the TP&L's conservative projections, it was anticipated that by the end of 2016, the company hoped to have approximately \$400 million in inventory at their site. He also stated that they were projecting, beginning in year two, an annual average inventory of approximately \$650 million. This would generate approximately \$1.7 in ad valorem taxes, of which sixty-five percent (65%) of that number would go back as a rebate on those taxes, with thirty-five percent (35%) disbursed to the various taxing jurisdictions.

Mr. Ellis stated that in looking over a ten-year life of the TIF district, it was expected that the TIF would generate funds to refund the City's investment in the road infrastructure over time. It would also generate approximately \$10.4 million in ad valorem rebate to TP&L, which would be passed through to the owners of the inventory. The other \$5.2 million would actually go back to Garfield County, Pioneer-Pleasant Vale School (School), Garfield County Health Department, all the different ad valorem taxing entities, with the School benefitting the most, realizing approximately \$2.9 million in additional revenue.

In closing, Mr. Ellis stated that TP&L would not benefit from the incentive directly. The higher the incentive level, the larger the amount of inventory they expected to be able to capture and store at their location. He advised commissioners that anything the City could do to incentivize TP&L to locate their company in Enid versus locating it at an out of state facility, would certainly benefit all of the ad valorem taxing entities. Without the incentive, TP&L would not be able to competitively capture the inventory, resulting in a lost opportunity for the community.

There being no further comments, the hearing concluded.

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Motion was made by Commissioner Ezzell and seconded by Commissioner Timm to approve the final plat for Land Run Town Center, located at 4406 West Owen K. Garriott Road.

It was noted that the Metropolitan Area Planning Commission unanimously recommended approval of the final plat at their August 15, 2016 regular meeting.

Following brief discussion, the vote was taken as follows:

AYE: Commissioners Brownlee, Ezzell, Timm, Wilson and Mayor Pro Tem Janzen.

NAY: None.

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Brief discussion was held regarding the final assessment amount for capital recovery by the City of Enid for a sanitary sewer improvement known as Southwest Enid Basin 2F, Project No. S-1506.

A brief overview of the project, located 1/4 mile east of South Garland Road and 1/2 mile south of West Owen K. Garriott Road, west approximately 6,500 feet, was presented by City Engineer Robert Hitt. He stated that the improvement would service 368.59 acres, at a peak hourly capacity of 558.61 GPM. He went on to say that based on the final construction cost of \$454,243.15, and the peak hourly capacity, a one-time fee had been established at \$813.17 per GPM peak flow.

Motion was made by Commissioner Ezzell and seconded by Commissioner Timm to accept the final assessment amount for capital recovery by the City of Enid as established and recommended by staff, and the vote was as follows:

AYE: Commissioners Brownlee, Ezzell, Timm, Wilson and Mayor Pro Tem Janzen.

NAY: None.

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Motion was made by Commissioner Timm and seconded by Commissioner Wilson to approve a resolution increasing the 2016-2017 Capital Improvement Fund Budget by appropriating additional funds in the amount of \$39,310.00 to fund the construction and installation of new entryway signs entering the city of Enid, and the vote was as follows:

AYE: Commissioners Brownlee, Ezzell, Timm, Wilson and Mayor Pro Tem Janzen.

NAY: None.

(Copy Resolution)

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Discussion was held regarding a contract award for Project No. M-1607A, Gateway/Welcome Signs. It was noted that the lowest, responsible bid was submitted by G & S Sign Services, LLC, Oklahoma City, Oklahoma.

Director of Engineering Services Chris Gdanski spoke regarding the project. A graphic representation of the sign design, created by The Corbin Design Group, was presented. He spoke on the

proposed locations for the signs, those being on South U.S. 81 Highway, and an alternate location at either U.S. Highway 412 at 30th Street, or U.S. Highway 412 at 66th Street, which location was yet to be determined. He also stated that it was staff's recommendation to award said contract to G & S Sign Services, LLC for the base bid on South U.S. 81 Highway of \$17,910.00, Option B for the alternate location in the amount of \$14,900.00, and Option D for solar lighting in the amount of \$6,500.00, in the event the alternate sign was placed at 66th Street.

Ms. Marcy Jarrett, Director of Visit Enid, addressed commissioners. She thanked them for considering a much needed and a long-anticipated update of the City's gateway signage, stating that protecting the City's gateways was critical because first impressions mattered. She stated that a community's appearance was important. It affected the community's image, and its economic well-being. Enid deserved welcoming gateway signage that supported its vibrant, boundless, and original community.

Following brief discussion, Commissioner Ezzell moved to award said contract to G & S Sign Services, LLC, for the base bid of \$17,910.00, and the alternate location at 30th Street in the amount of \$14,900.00, for a total contract award of \$32,810.00.

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

AYE: Commissioners Brownlee, Ezzell, Timm, Wilson and Mayor Pro Tem Janzen.

NAY: None.

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Motion was made by Commissioner Ezzell and seconded by Commissioner Brownlee to approve a resolution authorizing the submission of the Consolidated Annual Performance and Evaluation Report (CAPER) for the 2015 Community Development Block Grant program year, and the vote was as follows:

AYE: Commissioners Brownlee, Ezzell, Timm, Wilson and Mayor Pro Tem Janzen.

NAY: None.

(Copy Resolution)

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Motion was made by Commissioner Ezzell and seconded by Commissioner Wilson to adopt an ordinance amending Sections 7-11-1 through 7-11-14 in Chapter 11, Title 7 of the Enid Municipal Code, 2014, entitled “Art In Public Places.”

City Attorney Andrea Chism explained that this ordinance would change the name of the Arts Commission to the Public Arts Commission of Enid, amend and add definitions, and require that up to one percent (1%) of major public construction projects, defined as construction projects costing between \$250,000.00 and \$10 million, be set aside for public art projects.

Ms. Kelly Tompkins, Director of Main Street Enid, thanked the Commission for considering amendments to the ordinance, stating that with concerns of ongoing infrastructure, street and water needs, art could sometimes be seen as fluff in comparison to the necessities of the City. She stated that public art created community attachment and reflected a city’s history and looked to the future. She also provided a presentation of famous pieces of art in various cities and in Enid, and discussed the impact the art had had in those communities.

In closing, Ms. Tompkins again thanked the Commission for their consideration, and recited a quote by Cynthia Inciting, PPS, which said, “The way a rug pulls a room together, art is a point of entry. Public art serves as an invitation, a beacon, a sign of intelligent life.”

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

AYE: Commissioners Brownlee, Ezzell, Timm, Wilson and Mayor Pro Tem Janzen.

NAY: None.

**ORDINANCE NO. 2016-18**

**AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 7, ENTITLED “PUBLIC WAYS AND PROPERTY,” CHAPTER 11, ENTITLED “ART IN PUBLIC PLACES,” SECTIONS 7-11-1 THROUGH 7-11-14, TO RENAME THE ARTS COMMISSION AND CORRECT CAPITALIZATION THROUGHOUT; AMENDING TITLE 7, ENTITLED “PUBLIC WAYS AND PROPERTY,” CHAPTER 11, ENTITLED “ART IN PUBLIC PLACES,” SECTION 7-11-2, ENTITLED “DEFINITIONS,” TO ADD AND AMEND DEFINITIONS; AMENDING TITLE 7, ENTITLED “PUBLIC WAYS AND PROPERTY,” CHAPTER 11, ENTITLED “ART IN PUBLIC PLACES,” SECTION 7-11-5, ENTITLED “MEMBERSHIP OF THE ARTS COMMISSION” TO RENAME THE SECTION; AMENDING TITLE 7, ENTITLED “PUBLIC WAYS AND PROPERTY,” CHAPTER 11, ENTITLED “ART IN PUBLIC PLACES,” SECTION 7-11-7, ENTITLED “POLICIES AND PROCEDURES FOR PROCESSING ARTWORK PURCHASES” TO CLARIFY DIVISION OF MATCHING FUNDS; AMENDING TITLE 7, ENTITLED “PUBLIC WAYS AND PROPERTY,” CHAPTER 11, ENTITLED “ART IN PUBLIC PLACES,” SECTION 7-11-10, ENTITLED “DEDICATION FOR ART,” TO REQUIRE UP TO ONE PERCENT (1%) OF THE COST OF MAJOR CONSTRUCTION PROJECTS BE SET ASIDE FOR ART; AMENDING TITLE 7, ENTITLED “PUBLIC WAYS AND PROPERTY,” CHAPTER 11, ENTITLED “ART IN PUBLIC PLACES,” SECTION 7-11-11, ENTITLED “ADMINISTRATION, INSTALLATION, MAINTENANCE AND REPAIR,” TO ALLOW THE PUBLIC ARTS COMMISSION OF ENID TO CONTRACT WITH OUTSIDE AGENCIES FOR THE ADMINISTRATION AND MAINTENANCE OF AN ART PROJECT; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.**

\*\*\*\*\*

Motion was made by Commissioner Timm and seconded by Commissioner Ezzell to accept Project No. A-1301E, Replace Runway 35 Instrument Landing System (ILS), Medium Intensity Approach Lights System (MALSR), and Precision Approach Path Indicator (PAPI), as completed by the contractor Rural Electric, Mesa, Arizona, in conjunction with the Runway 17/35 Extension Project at Enid Woodring Regional Airport; to transfer erected equipment and the associated infrastructure to the Federal Aviation Administration as previously agreed to in Reimbursable Agreement No. AJW-FN-CSA-14-2141; and authorize the Mayor to sign all other contract documents after review by the City Attorney, and the vote was as follows:

AYE: Commissioners Brownlee, Ezzell, Timm, Wilson and Mayor Pro Tem Janzen.

NAY: None.

\*\*\*\*\*



Motion was made by Commissioner Wilson and seconded by Commissioner Ezzell to approve a resolution authorizing acceptance of Federal Aviation Administration Grant No. AIP 3-40-0028-027-2016 in the amount of \$300,000.00, to assist with funding the Construct Apron Project at Enid Woodring Regional Airport, and authorize the Mayor to execute all grant agreement documents after review by the City Attorney, and the vote was as follows:

AYE: Commissioners Brownlee, Ezzell, Timm, Wilson and Mayor Pro Tem Janzen.

NAY: None.

(Copy Resolution)

\*\*\*\*\*

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

AYE: Commissioners Brownlee, Ezzell, Timm, Wilson and Mayor Pro Tem Janzen.

NAY: None.

- (1) Acceptance of the following described Access Easement and Right-of-Way from AC Developments, LLC, for development at 1018 North Cleveland Street, at no cost to the City:

(Copy Description)

- (2) Acceptance of the following described Access Easement and Right-of-Way from Stonebridge Apartments Enid, L.P., for development at 1120 North Cleveland Street, at no cost to the City:

(Copy Description)

- (3) Acceptance of the following described Easement for Public Highway from Dale and Debra Denton, in conjunction with Project No. R-1311A, Cleveland Street and Chestnut Avenue Intersection Improvements; and authorize payment in the amount of \$6,980.00 for said right-of-way and compensation of damages:

(Copy Description)

- (4) Acceptance of the following described highway and temporary construction easements from Carl and Phyllis Darlene Kelley, in conjunction with Project No. R-1311A,

Cleveland Street and Chestnut Avenue Intersection Improvements; and authorize payment in the amount of \$10,185.00 for said rights-of-way and compensation of damages:

(Copy Descriptions)

- (5) Acceptance of work in Project No. W-1604, water and sanitary sewer improvements to serve Blocks 7 and 8, Tara Estates Addition;
- (6) Approval of agreement with the United States Department of the Interior, U.S. Geological Survey, for stream monitoring and water quality monitoring on Skeleton Creek;
- (7) Approval of Collective Bargaining Agreement with the International Association of Fire Fighters Local 3722 for Fiscal Year 2016-2017;
- (8) Denial of tort claim submitted by Mr. Gary Cobb for alleged property damage in the amount of \$150.00 due to a sewer blockage;
- (9) Approval of Amendment No. 9 to the Owner-Engineer Agreement dated April 2013 with CEC Corporation, for construction administration and inspection, and construction materials testing, in support of Project No. A.I.P 3-40-0028-027-2016, Construct Apron at Enid Woodring Regional Airport, in the amount of 40,500.00;

and

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

(List Claims)

\*\*\*\*\*

Mayor Pro Tem Janzen recessed the meeting to convene as the Enid Municipal Authority.

- TRUSTEES OF THE ENID MUNICIPAL AUTHORITY -

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

ABSENT: Trustee Vanhooser and Chairman Shewey.

\*\*\*\*\*

Motion was made by Trustee Ezzell and seconded by Trustee Wilson to approve a resolution increasing the 2016-2017 Fiscal Financial Plan for the Enid Municipal Authority in the amount of \$39,310.00 to fund the construction and installation of new entryway signs entering the city of Enid, and the vote was as follows:

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

NAY: None.

(Copy Resolution)

\*\*\*\*\*

Motion was made by Trustee Timm and seconded by Trustee Wilson to award a lease agreement to United Engines, Oklahoma City, Oklahoma, for the lease of two side-load trash trucks and one front-load trash truck for the Solid Waste Department in the amount of \$145,191.50, for up to three years with an option to purchase, and the vote was as follows:

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

NAY: 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 Brownlee, Ezzell, Timm, Wilson and Vice Chairman Janzen.

NAY: None.

(List Claims)

\*\*\*\*\*

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

- TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY -

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

ABSENT: Trustee Vanhooser and Chairman Shewey.

\*\*\*\*\*

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 Brownlee, Ezzell, Timm, Wilson and Vice Chairman Janzen.

NAY: None.

(List Claims)

\*\*\*\*\*

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

- TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY -

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

ABSENT: Trustee Vanhooser and Chairman Shewey.

\*\*\*\*\*

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

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

NAY: None.

(Copy Resolution)

\*\*\*\*\*

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

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

NAY: None.

(List Claims)

\*\*\*\*\*

Vice Chairman Janzen adjourned the meeting to reconvene as the Enid City Commission.

- MAYOR AND BOARD OF COMMISSIONERS -

Ms. Diane Levesque, 1324 West Oak Avenue, addressed commissioners regarding her rescue mission with respect to her Monarch larvae project monitoring site. She also had comments regarding Enid's welcome signs, public art, the Kaw Pipeline Project, and the continuing decline in Enid's sales tax revenues.

\*\*\*\*\*

Motion was made by Commissioner Ezzell and seconded by Commissioner Wilson to convene into Executive Session pursuant to 25 O.S. §307(B)(3) to discuss the purchase of real property, and pursuant to 25 O.S. §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 Brownlee, Ezzell, Timm, Wilson and Mayor Pro Tem Janzen.

NAY: None.

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

\*\*\*\*\*

In Executive Session, the Commission discussed the purchase of real property and matters pertaining to economic development.

\*\*\*\*\*

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

AYE: Commissioners Brownlee, Ezzell, Timm and Mayor Pro Tem Janzen.

NAY: None.

Commissioner Wilson absent from vote.

The meeting reconvened into regular session at 8:09 P.M.

\*\*\*\*\*

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

AYE: Commissioners Brownlee, Ezzell, Timm and Mayor Pro Tem Janzen.

NAY: None.

Commissioner Wilson absent from vote.

The meeting adjourned at 8:09 P.M.

**City Commission Meeting**

6. 1.

**Meeting Date:** 09/20/2016

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

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**SUBJECT:**

**CONDUCT A PUBLIC HEARING REGARDING THE PROPOSED TERMINATION OF INCREMENT DISTRICT NO. 2, CITY OF ENID (OKLAHOMA ETHANOL PROJECT), INCREMENT DISTRICT NO. 3, CITY OF ENID (ORION ETHANOL PROJECT), AND INCREMENT DISTRICT NO. 6, CITY OF ENID (NORTHSTAR CANOLA PROJECT).**

**BACKGROUND:**

This hearing is the second public hearing regarding the proposed termination of Tax Increment District Number 2 (Oklahoma Ethanol Project), Tax Increment District Number 3 (Orion Ethanol Project), and Tax Increment District Number 6 (Northstar Canola Project) by the City of Enid. The proposed action would terminate these three old Tax Increment Financing (TIF) District projects.

**RECOMMENDATION:**

Conduct hearing.

**PRESENTER:**

Nate Ellis, Public Law Finance Group LLC Attorney.

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**City Commission Meeting**

**6. 2.**

**Meeting Date:** 09/20/2016

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

---

**SUBJECT:**

**CONDUCT A PUBLIC HEARING REGARDING THE PROPOSED CREATION OF INCREMENT DISTRICT NO. 7, CITY OF ENID AND THE TP&L ECONOMIC DEVELOPMENT PROJECT PLAN.**

**BACKGROUND:**

This hearing is the second public hearing regarding the proposed creation of Tax Increment District Number 7 between the City of Enid and the Transportation Partners and Logistics (TP&L) Company. The project involves TP&L constructing and operating a transload facility in the City to accommodate the logistic requirements for large industrial developments, including but not limited to proposed wind energy projects. The incremental ad valorem tax revenue would be used to re-construct 66th Street from U.S. Highway 412 north to the intersection of East 66th Street and Willow Road from the real and personal property improvements TP&L has made or will make in the future. Also, the ad valorem inventory tax is proposed to be split 65% to TP&L and 35% to the taxing entities. The Tax Increment Financing District would expire in ten years (December 31, 2026).

**RECOMMENDATION:**

Conduct hearing.

**PRESENTER:**

Nate Ellis, Public Law Finance Group LLC Attorney.

---



**City Commission Meeting**

**6. 3.**

**Meeting Date:** 09/20/2016

**Submitted By:** Linda Parks, City Clerk

---

**SUBJECT:**

**CONDUCT A HEARING TO CONSIDER THE ISSUANCE OF A PUBLIC CONVEYANCE LICENSE TO PATRICK CECIL NORTON, D/B/A SUNDOWN TOWN TAXI.**

**BACKGROUND:**

This is a companion item to Item 8.6. The Enid Municipal Code requires that all operators of public conveyance vehicles procure a license from the City. The Code also requires that a public hearing be held to consider the necessity and convenience of the public conveyance vehicle service. Notice of the hearing was published in the *Enid News & Eagle* on September 10 and 11, 2016. To date, no objections or inquiries regarding the issuance of this license have been received by staff.

Mr. Norton intends to initiate service with two vehicles. Basic rates proposed are \$5.00 per trip. Mr. Norton will also be required to comply with all licensing requirements per the Municipal Code, including operational rules and regulations, and equipment standards and specifications.

**RECOMMENDATION:**

Conduct hearing.

**PRESENTER:**

Andrea Chism, City Attorney.

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**Attachments**

Sundown Town Taxi Application

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# APPLICATION FOR PUBLIC CONVEYANCE

(Ambulance, Taxi, Limousine, Drivers for Hire)

Fee: Company - \$250.00 Per Year

Driver: - \$25.00 Per Year

**All applicants must return completed application to the Enid Police Department with a copy of their Oklahoma Driver's License and 2 recent photographs. Ambulance drivers must have fingerprint records on file with the Enid Police Department.**



Organization	Company Name in which you are employed and registered with the Oklahoma Secretary of State <u>Sundown Town Taxi</u>		
	Mailing Address (Business): <u>1609 E Pine Ave</u> <u>Enid OK</u>		
Phone Number (Business): <u>580-278-6469</u>			
Applicant Information	Full Legal Name: <u>Porrock Cecil Norton</u>		
	Alias or Previous Names: <u>None</u>		
	Street Address: <u>1609 E Pine Ave</u>		
	City: <u>Enid</u>	State: <u>OK</u>	Zip Code: <u>73701</u>
	Home Phone: <u>580-278-6469</u>	Cell Phone: <u>580-484-1952</u>	
	Social Security Number: <u>562-96-8827</u>	Date of Birth: _____	
	OK Driver's License Number: <u>G 083006606</u>		
	License Type: <u>Class A</u>	Exp. Date: <u>1-31-2017</u>	
	Age: <u>60</u>	Sex: <u>M</u>	Height: <u>6'</u>
	Hair Color: <u>Brown</u>	Weight: <u>220</u>	Eye Color: <u>Blue</u>
Have you ever been licensed in another state as a chauffeur or conveyance driver? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If yes, list the state and license number: _____ _____			
Have you ever had a chauffeur or conveyance driver's license revoked? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If yes, state the date and reason. _____			
How long you have lived in Enid? <u>7 years</u>			
List all places of residence from the last three years:			
	<u>Address</u>	<u>City</u>	<u>State</u>
	<u>1609 E Pine Ave</u>	<u>Enid</u>	<u>OK</u>
	_____	_____	_____

**ATTACH 2  
PHOTOGRAPHS**

Applicant Information (Cont.)

List all places of employment for the last (3) years:

<u>Company Name</u>	<u>Address</u>	<u>Phone Number</u>
Independent		

List previous experience in driving public conveyance vehicles:

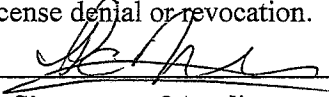
Semi-trucks

Have you ever been arrested for a crime, either misdemeanor or felony? [ ] Yes [X] No

If yes, list all arrests, including the offense, year of arrest, if there was a conviction, sentence, and court of record.

<u>Offense</u>	<u>Year</u>	<u>Conviction</u>	<u>Sentence</u>	<u>Court of Record</u>

I hereby certify that all of the above information is true and correct, and that false and/or omitted information is grounds for license denial or revocation.


8/4/16  
 \_\_\_\_\_  
 Signature of Applicant Date

CITY OF ENID USE ONLY

Police Department Use Only

Local Records Check Record [ ] Yes  No Initials *SM* Date: 8/15/16  
 Criminal History Check Record [ ] Yes  No Initials *SM* Date: 8/15/16  
 Fingerprints [ ] New [ ] On File

Approved [ ] Denied

  
 SCOTT L. MILLER  
 Chief of Police or Designee

City Clerk's Office Use Only

License Number: \_\_\_\_\_ | Expiration Date: \_\_\_\_\_

Amount Collected: \_\_\_\_\_ | By: \_\_\_\_\_

**City Commission Meeting**

7. 1.

**Meeting Date:** 09/20/2016

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

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**SUBJECT:**

**CONSIDER A SIDEWALK VARIANCE FOR CHISHOLM SCHOOL LOCATED AT 4202 WEST CARRIER ROAD, DESCRIBED AS UNPLATTED REAL ESTATE OF THE SE/4 OF SE/4 OF SECTION 15, TOWNSHIP 23 NORTH, RANGE 7 WEST, INDIAN MERIDIAN, GARFIELD COUNTY, OKLAHOMA.**

**BACKGROUND:**

Chisholm School applied for a building permit to relocate an existing portable classroom building from the elementary school to the middle school. Section 10-6-1 B of the Enid Municipal Code requires new development, as defined in 10-6-1 A, to provide sidewalks that parallel abutting streets. The definition of development includes a building permit. The Chisholm High School and Middle School are located on a corner lot. The sidewalk requirements only apply to Oakwood Road and do not apply to Carrier Road because it is not in the city limits.

The Metropolitan Area Planning Commission unanimously recommended approval at their August 15, 2016 regular meeting.

**RECOMMENDATION:**

Consider the sidewalk variance.

**PRESENTER:**

Chris Bauer, Planning Administrator.

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**Attachments**

Variance application

Location map

Letter

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Planning & Zoning Department  
Chris Bauer, Planning Administrator  
[cbauer@enid.org](mailto: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: 4202 W. Carrier Road, Enid, OK 73703 (street address):

Legal description: 15-23N-07W Acres-40 sd-E42 UNPLATTED REAL ESTATE SE/4 OF SE/4

15-23-7 Chisholm School - High School and Middle School

Current zoning of property: SU

Variance Request: Request deletion of the requirement to provide sidewalks on the east side of the property

Section: 10-6-1: B. Sidewalks Required per Ordinance 2016-3

Reasons for desiring approval of the Variance are as follows: (additional pages may be added) The sidewalk will cause unnecessary expense to the school district. The sidewalk will lead to a wheat field on the north end and crossing a state highway on the south end which we discourage with our population being primarily students.

I, or we, have attached a site plan of the proposed construction.

I, or We, hereby petition the Metropolitan Area Planning Commission and Mayor and Board of Commissioners 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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Applicant's signature: \_\_\_\_\_

Telephone: 580-237-5512

Printed Name: Roydon Tilley

Email: rtilley@chisholm.k12.ok.us

Address: 305 Utah, Enid, OK 73701

Date of Hearing set for the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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# CHISHOLM PUBLIC SCHOOLS

Administration Office  
305 Utah  
Enid, OK 73701  
580-237-5512  
Fax: 580-234-5334

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Chisholm Elementary School  
300 Redwood  
Enid, OK 73701  
580-237-5645  
FAX: 580-233-0543

Chisholm Middle School  
4202 W Carrier Rd  
Enid, OK 73703  
580-234-0234  
FAX: 580-234-0343

Chisholm High School  
4018 W Carrier Rd  
Enid, OK 73703  
580-233-2852  
FAX: 580-233-9325

July 13, 2016

City of Enid  
401 W. Garriott  
Enid, OK 73702

Dear Metropolitan Area Planning Commission, Mayor, and Board of Commissioners,

Recently, we completed our new Chisholm Elementary School in North Enid. We are now in the process of completing demolition of the old structure and remodeling parts of the older building. We had two portable classroom buildings located on this property. In an effort to minimize cost to the taxpayer, we moved one of the portable classrooms to the middle school in anticipation of enrollment growth over the next few years.

According to City of Enid ordinance Chisholm Public Schools is required to construct a sidewalk along Oakwood Road on the east side of the high school/middle school campus due to moving the portable classroom to the middle school. (See attached aerial)

Chisholm Public Schools respectfully requests a variance to the Sidewalk Ordinance which requires 1,320 lineal feet of sidewalk along the east side of the High School and Middle School campus. The criteria for granting the request are detailed below.

The purpose for moving the portable classroom to the middle school was to efficiently utilize the districts limited financial resources. The addition of the sidewalk would add an unexpected expenditure of approximately \$23,000 to the cost of moving the portable building. Chisholm Public Schools feels that the sidewalk is an unnecessary expense to the district.

The sidewalk would not connect to another sidewalk at either end. The north end of the sidewalk leads to farm ground. The south end of the sidewalk



leads to crossing State Highway 45 which we discourage for anyone, especially our students, as this is a very busy road. The sidewalk would not receive any walking traffic due to the location and where the ends terminate. The construction of the sidewalk would create a considerable and unnecessary financial hardship for our district. The district contracted to move the portable classroom at a cost of \$10,000 instead of pursuing a permanent structure due to the costs of new construction. It is quite common for districts to utilize portable classrooms as a means to avoid the costs associated with permanent construction given the complexities of pursuing a bond issue requiring a 60% supermajority. We were attempting to make a fiscally responsible decision in saving the portable classroom from demolition and relocating it to the middle school to accommodate the possibility of future growth. I am requesting a variance from this ordinance due to the financial hardship it will create for the school district. Thank you for your consideration. Please contact me if you have additional questions.

Sincerely,

Roydon Tilley  
Superintendent  
Chisholm Public Schools  
(580) 237-5512 x. 104

Mrs. Jennifer Kisling  
President

Mrs. Brittney Buller  
Vice-President

Mr. Aaron Harmon  
Clerk

Mr. Joe Snodgrass, M.D.  
Member

Mr. John Dick  
Member

**City Commission Meeting**

7. 2.

**Meeting Date:** 09/20/2016

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

---

**SUBJECT:**

**CONSIDER A SIDEWALK VARIANCE FOR SETH SLATER, LOCATED AT 1502 MASON DRIVE, DESCRIBED AS LOT 7, BLOCK 14, SKYVIEW ESTATES.**

**BACKGROUND:**

Seth Slater applied for a building permit to erect a new residence. Section 10-6-1 B of the Enid Municipal Code requires new development, as defined in 10-6-1 A, to provide sidewalks that parallel abutting streets. The definition of development includes a building permit. Mr. Slater did construct the required sidewalk from the north property line to his driveway. He is asking for a variance for the 20 feet of sidewalk south of his driveway to his south property line. The sidewalk would dead end into a fire hydrant and Feightner's 2nd Addition, which is not required to build sidewalks since it is an existing subdivision without sidewalks.

The Metropolitan Area Planning Commission unanimously recommended approval at their August 15, 2016 regular meeting.

**RECOMMENDATION:**

Consider the sidewalk variance.

**PRESENTER:**

Chris Bauer, Planning Administrator.

---

**Attachments**

Variance application

Location Map

1502 Mason photo

---



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: 1502 Mason Drive (street address):

Legal description: Lot 7, Block 14 Skyview Estates

Current zoning of property: residential

Variance Request: 20 ft of sidewalk to the south of our driveway to the property line across the easement.

Section: 10-6-1: B. Sidewalks Required per Ordinance 2016-3

Reasons for desiring approval of the Variance are as follows: (additional pages may be added) This small section of sidewalk dead ends into a fire hydrant + pipemarker, and won't extend any further to the south. It will also cause drainage issues in the future.

I, or we, have attached a site plan of the proposed construction.

I, or We, hereby petition the **Metropolitan Area Planning Commission and Mayor and Board of Commissioners** 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 20<sup>th</sup> day of July, 2016.

Applicant's signature: [Signature]

Telephone: 580-541-1333

Printed Name: Seth Slater

Email: aslater\_04@hotmail.com

Address: 1502 Mason Dr.

Date of Hearing set for the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.





Mt Vernon Rd

Wishing Star Rd

Constitution Ave

Kylie Ln

Mason Dr

1502



Existing Sidewalks







**City Commission Meeting**

8. 1.

**Meeting Date:** 09/20/2016

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

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**SUBJECT:**

**CONSIDER AND TAKE ACTION WITH RESPECT TO AN ORDINANCE OF THE CITY OF ENID, OKLAHOMA (THE "CITY") REPEALING ORDINANCE NO. 2006-7 OF THE CITY AND TERMINATING INCREMENT DISTRICT NO. 2, CITY OF ENID (OKLAHOMA ETHANOL TIF); RATIFYING AND CONFIRMING THE ACTIONS, RECOMMENDATIONS AND FINDINGS OF THE REVIEW COMMITTEE AND THE METROPOLITAN AREA PLANNING COMMISSION; PROVIDING FOR DISPOSITION OF FUNDS HELD IN THE APPORTIONMENT FUND; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.**

**BACKGROUND:**

Due to unforeseen economic factors beyond the control of the City, the economic development project proposed in connection with the Oklahoma Ethanol TIF has not occurred and will not occur in a manner consistent with the Project Plan adopted by the City.

A recommendation from the Metropolitan Area Planning Commission will be presented at the meeting.

**RECOMMENDATION:**

Approve ordinance.

**PRESENTER:**

Nate Ellis, Public Law Finance Group LLC Attorney.

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**Attachments**

Ordinance

---

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA, MET IN REGULAR SESSION ON THE 20<sup>TH</sup> DAY OF SEPTEMBER, 2016, AT 6:30 O'CLOCK P.M.

PRESENT:

ABSENT:

(OTHER PROCEEDINGS)

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

AYE:

NAY:

THEREUPON, Commissioner \_\_\_\_\_ moved that an emergency be declared and that the Ordinance become effective immediately. Commissioner \_\_\_\_\_ seconded the motion. The motion was adopted by the following vote:

AYE:

NAY:

The Ordinance so approved is as follows:

[Ordinance No. \_\_\_\_\_ begins on following page]



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

AN ORDINANCE OF THE CITY OF ENID, OKLAHOMA (THE "CITY") REPEALING ORDINANCE NO. 2006-7 OF THE CITY AND TERMINATING INCREMENT DISTRICT NO. 2, CITY OF ENID (OKLAHOMA ETHANOL TIF); RATIFYING AND CONFIRMING THE ACTIONS, RECOMMENDATIONS AND FINDINGS OF THE REVIEW COMMITTEE AND THE METROPOLITAN AREA PLANNING COMMISSION; PROVIDING FOR DISPOSITION OF FUNDS HELD IN THE APPORTIONMENT FUND; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, pursuant to the provisions of the Local Development Act, 62 O.S. 2011, Section 851 *et seq.* (the "Local Development Act"), as amended, the Board of Commissioners of The City of Enid, Oklahoma (the "City") heretofore created Increment District No. 2, City of Enid (referred to herein as the "Oklahoma Ethanol TIF" or the "Increment District") pursuant to Ordinance No. 2006-7 dated March 21, 2006, in connection with the adoption of the Oklahoma Ethanol Economic Development Project Plan dated March 21, 2006 (the "Project Plan"); and

WHEREAS, due to unforeseen economic factors beyond the control of the City, the economic development project proposed in connection with the Oklahoma Ethanol TIF has not occurred and will not occur in a manner consistent with the Project Plan heretofore adopted by the City; and

WHEREAS, the Metropolitan Area Planning Commission of the City (the "Planning Commission") has adopted its Resolution (attached hereto as Exhibit "A") recommending the termination of the Increment District to the Mayor and Board of Commissioners of the City; and

WHEREAS, the Tax Increment District Review Committee (the "Review Committee"), comprised of individuals representing each of the taxing jurisdictions in which the proposed increment district is located, as well as the public at large, has adopted its Resolution (attached hereto as Exhibit "B") recommending the termination of the Increment District to the Mayor and Board of Commissioners of the City; and

WHEREAS, maximum effort has been made to allow full public knowledge and participation in the application of the Local Development Act in the consideration of termination of the Increment District; and

WHEREAS, all required notices have been given and all required hearings have been held in connection with the proposed Project Plan, as prescribed in the Local Development Act, the Oklahoma Open Meeting Act, 25 Okla. Stat. §301 *et seq.*, and other applicable law; and

WHEREAS, it is in the best interests of the City and its citizens to terminate the Increment District.

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

Section 1. Repealer of Ordinance No. 2006-7. Ordinance No. 2006-7 of the City, adopted March 21, 2006, is hereby repealed in all respects.

Section 2. Termination of Increment District. The Increment District created pursuant to Ordinance No. 2006-7 is hereby terminated effective immediately and the Project Plan is hereby cancelled and revoked.

Section 3. Ratification of Actions. All actions, findings and recommendations made or taken in connection with the termination of the Increment District by the Planning Commission and the Review Committee are hereby ratified and confirmed, including, but not limited to, the designation and selection of representatives to the Review Committee from the taxing jurisdictions and the public at large, and recommendations for termination.

Section 4. Tax Apportionment Fund. Revenues (if any) derived from the Increment District and held in the “Increment District No. 2, City of Enid, Tax Apportionment Fund” (referred to herein as the “Apportionment Fund”), created pursuant to Ordinance No. 2006-7, shall be transferred to the various ad valorem taxing jurisdictions, in the same percentages as originally collected, as determined by reference to the millage levied by each of the various ad valorem taxing jurisdictions for the related tax year, excluding sinking fund levies, consistent with the provisions of the Local Development Act.

Section 5. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional, such portion shall not affect the validity of the remaining portions of this Ordinance.

Section 6. Necessary Action. The Mayor or Vice Mayor and City Clerk or Deputy City Clerk be and hereby are authorized and empowered to execute and deliver for and on behalf of the City any and all other documents or instruments reasonably necessary to accomplish the termination of the Increment District and the return of any residual funds to the to the various ad valorem taxing jurisdictions.

[Remainder of Page Left Blank Intentionally]

PASSED AND APPROVED THIS 20<sup>TH</sup> DAY OF SEPTEMBER, 2016.

THE CITY OF ENID, OKLAHOMA

(SEAL)

\_\_\_\_\_  
Mayor

ATTEST:

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

STATE OF OKLAHOMA    )  
  )SS  
COUNTY OF GARFIELD    )

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

GIVEN UNDER MY HAND THIS 20<sup>TH</sup> DAY OF SEPTEMBER, 2016.

(SEAL)

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

**EXHIBIT “A”**

**RESOLUTION OF THE METROPOLITAN AREA PLANNING COMMISSION  
OF THE CITY OF ENID**

Resolution dated September 19, 2016

[Copy on file with the City Clerk of The City of Enid, Oklahoma]

**EXHIBIT “B”**

**RESOLUTION OF THE TAX INCREMENT FINANCING REVIEW COMMITTEE**

Resolution dated September 8, 2016

[Copy on file with the City Clerk of The City of Enid, Oklahoma]

**City Commission Meeting**

8. 2.

**Meeting Date:** 09/20/2016

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

---

**SUBJECT:**

**CONSIDER AND TAKE ACTION WITH RESPECT TO AN ORDINANCE OF THE CITY OF ENID, OKLAHOMA (THE "CITY") REPEALING ORDINANCE NO. 2006-16 OF THE CITY AND TERMINATING INCREMENT DISTRICT NO. 3, CITY OF ENID (ORION ETHANOL TIF); RATIFYING AND CONFIRMING THE ACTIONS, RECOMMENDATIONS AND FINDINGS OF THE REVIEW COMMITTEE AND THE METROPOLITAN AREA PLANNING COMMISSION; PROVIDING FOR DISPOSITION OF FUNDS HELD IN THE APPORTIONMENT FUND; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.**

**BACKGROUND:**

Due to unforeseen economic factors beyond the control of the City, the economic development project proposed in connection with the Orion Ethanol TIF has not occurred and will not occur in a manner consistent with the Project Plan adopted by the City.

A recommendation from the Metropolitan Area Planning Commission will be presented at the meeting.

**RECOMMENDATION:**

Approve ordinance.

**PRESENTER:**

Nate Ellis, Public Law Finance Group LLC Attorney.

---

**Attachments**

Ordinance

---

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA, MET IN REGULAR SESSION ON THE 20<sup>TH</sup> DAY OF SEPTEMBER, 2016, AT 6:30 O'CLOCK P.M.

PRESENT:

ABSENT:

(OTHER PROCEEDINGS)

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

AYE:

NAY:

THEREUPON, Commissioner \_\_\_\_\_ moved that an emergency be declared and that the Ordinance become effective immediately. Commissioner \_\_\_\_\_ seconded the motion. The motion was adopted by the following vote:

AYE:

NAY:

The Ordinance so approved is as follows:

[Ordinance No. \_\_\_\_\_ begins on following page]



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

AN ORDINANCE OF THE CITY OF ENID, OKLAHOMA (THE "CITY") REPEALING ORDINANCE NO. 2006-16 OF THE CITY AND TERMINATING INCREMENT DISTRICT NO. 3, CITY OF ENID (ORION ETHANOL TIF); RATIFYING AND CONFIRMING THE ACTIONS, RECOMMENDATIONS AND FINDINGS OF THE REVIEW COMMITTEE AND THE METROPOLITAN AREA PLANNING COMMISSION; PROVIDING FOR DISPOSITION OF FUNDS HELD IN THE APPORTIONMENT FUND; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, pursuant to the provisions of the Local Development Act, 62 O.S. 2011, Section 851 *et seq.* (the "Local Development Act"), as amended, the Board of Commissioners of The City of Enid, Oklahoma (the "City") heretofore created Increment District No. 3, City of Enid (referred to herein as the "Orion Ethanol TIF" or the "Increment District") pursuant to Ordinance No. 2006-16 dated September 19, 2006, in connection with the adoption of the Orion Ethanol Economic Development Project Plan dated September 19, 2006 (the "Project Plan"); and

WHEREAS, due to unforeseen economic factors beyond the control of the City, the economic development project proposed in connection with the Orion Ethanol TIF has not occurred and will not occur in a manner consistent with the Project Plan heretofore adopted by the City; and

WHEREAS, the Metropolitan Area Planning Commission of the City (the "Planning Commission") has adopted its Resolution (attached hereto as Exhibit "A") recommending the termination of the Increment District to the Mayor and Board of Commissioners of the City; and

WHEREAS, the Tax Increment District Review Committee (the "Review Committee"), comprised of individuals representing each of the taxing jurisdictions in which the proposed increment district is located, as well as the public at large, has adopted its Resolution (attached hereto as Exhibit "B") recommending the termination of the Increment District to the Mayor and Board of Commissioners of the City; and

WHEREAS, maximum effort has been made to allow full public knowledge and participation in the application of the Local Development Act in the consideration of termination of the Increment District; and

WHEREAS, all required notices have been given and all required hearings have been held in connection with the proposed Project Plan, as prescribed in the Local Development Act, the Oklahoma Open Meeting Act, 25 Okla. Stat. §301 *et seq.*, and other applicable law; and

WHEREAS, it is in the best interests of the City and its citizens to terminate the Increment District.

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

Section 1. Repealer of Ordinance No. 2006-16. Ordinance No. 2006-16 of the City, adopted September 16, 2006, is hereby repealed in all respects.

Section 2. Termination of Increment District. The Increment District created pursuant to Ordinance No. 2006-16 is hereby terminated effective immediately and the Project Plan is hereby cancelled and revoked.

Section 3. Ratification of Actions. All actions, findings and recommendations made or taken in connection with the termination of the Increment District by the Planning Commission and the Review Committee are hereby ratified and confirmed, including, but not limited to, the designation and selection of representatives to the Review Committee from the taxing jurisdictions and the public at large, and recommendations for termination.

Section 4. Tax Apportionment Fund. Revenues (if any) derived from the Increment District and held in the “Increment District No. 3, City of Enid, Tax Apportionment Fund” (referred to herein as the “Apportionment Fund”), created pursuant to Ordinance No. 2006-16, shall be transferred to the various ad valorem taxing jurisdictions, in the same percentages as originally collected, as determined by reference to the millage levied by each of the various ad valorem taxing jurisdictions for the related tax year, excluding sinking fund levies, consistent with the provisions of the Local Development Act.

Section 5. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional, such portion shall not affect the validity of the remaining portions of this Ordinance.

Section 6. Necessary Action. The Mayor or Vice Mayor and City Clerk or Deputy City Clerk be and hereby are authorized and empowered to execute and deliver for and on behalf of the City any and all other documents or instruments reasonably necessary to accomplish the termination of the Increment District and the return of any residual funds to the to the various ad valorem taxing jurisdictions.

[Remainder of Page Left Blank Intentionally]

PASSED AND APPROVED THIS 20<sup>TH</sup> DAY OF SEPTEMBER, 2016.

THE CITY OF ENID, OKLAHOMA

(SEAL)

\_\_\_\_\_  
Mayor

ATTEST:

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

STATE OF OKLAHOMA )  
 )SS  
COUNTY OF GARFIELD )

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

GIVEN UNDER MY HAND THIS 20<sup>TH</sup> DAY OF SEPTEMBER, 2016.

(SEAL)

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

**EXHIBIT “A”**

**RESOLUTION OF THE METROPOLITAN AREA PLANNING COMMISSION  
OF THE CITY OF ENID**

Resolution dated September 19, 2016

[Copy on file with the City Clerk of The City of Enid, Oklahoma]

**EXHIBIT “B”**

**RESOLUTION OF THE TAX INCREMENT FINANCING REVIEW COMMITTEE**

Resolution dated September 8, 2016

[Copy on file with the City Clerk of The City of Enid, Oklahoma]

**City Commission Meeting**

8. 3.

**Meeting Date:** 09/20/2016

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

---

**SUBJECT:**

**CONSIDER AND TAKE ACTION WITH RESPECT TO AN ORDINANCE OF THE CITY OF ENID, OKLAHOMA (THE "CITY") REPEALING ORDINANCE NO. 2013-3 OF THE CITY AND TERMINATING INCREMENT DISTRICT NO. 6, CITY OF ENID (NORTHSTAR CANOLA TIF); RATIFYING AND CONFIRMING THE ACTIONS, RECOMMENDATIONS AND FINDINGS OF THE REVIEW COMMITTEE AND THE METROPOLITAN AREA PLANNING COMMISSION; PROVIDING FOR DISPOSITION OF FUNDS HELD IN THE APPORTIONMENT FUND; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.**

**BACKGROUND:**

Due to unforeseen economic factors beyond the control of the City, the economic development projects proposed in connection with the Northstar Canola TIF has not occurred and will not occur in a manner consistent with the Project Plan adopted by the City.

A recommendation from the Metropolitan Area Planning Commission will be presented at the meeting.

**RECOMMENDATION:**

Approve ordinance.

**PRESENTER:**

Nate Ellis, Public Law Finance Group LLC Attorney.

---

**Attachments**

Ordinance

---

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA, MET IN REGULAR SESSION ON THE 20<sup>TH</sup> DAY OF SEPTEMBER, 2016, AT 6:30 O'CLOCK P.M.

PRESENT:

ABSENT:

(OTHER PROCEEDINGS)

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

AYE:

NAY:

THEREUPON, Commissioner \_\_\_\_\_ moved that an emergency be declared and that the Ordinance become effective immediately. Commissioner \_\_\_\_\_ seconded the motion. The motion was adopted by the following vote:

AYE:

NAY:

The Ordinance so approved is as follows:

[Ordinance No. \_\_\_\_\_ begins on following page]



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

AN ORDINANCE OF THE CITY OF ENID, OKLAHOMA (THE "CITY") REPEALING ORDINANCE NO. 2013-3 OF THE CITY AND TERMINATING INCREMENT DISTRICT NO. 6, CITY OF ENID (NORTHSTAR CANOLA TIF); RATIFYING AND CONFIRMING THE ACTIONS, RECOMMENDATIONS AND FINDINGS OF THE REVIEW COMMITTEE AND THE METROPOLITAN AREA PLANNING COMMISSION; PROVIDING FOR DISPOSITION OF FUNDS HELD IN THE APPORTIONMENT FUND; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, pursuant to the provisions of the Local Development Act, 62 O.S. 2011, Section 851 *et seq.* (the "Local Development Act"), as amended, the Board of Commissioners of The City of Enid, Oklahoma (the "City") heretofore created Increment District No. 6, City of Enid (referred to herein as the "Northstar Canola TIF" or the "Increment District") pursuant to Ordinance No. 2013-3 dated January 15, 2013, in connection with the adoption of the Northstar Economic Development Project Plan dated December 21, 2012 (the "Project Plan"); and

WHEREAS, due to unforeseen economic factors beyond the control of the City, the economic development project proposed in connection with the Northstar Canola TIF has not occurred and will not occur in a manner consistent with the Project Plan heretofore adopted by the City; and

WHEREAS, the Metropolitan Area Planning Commission of the City (the "Planning Commission") has adopted its Resolution (attached hereto as Exhibit "A") recommending the termination of the Increment District to the Mayor and Board of Commissioners of the City; and

WHEREAS, the Tax Increment District Review Committee (the "Review Committee"), comprised of individuals representing each of the taxing jurisdictions in which the proposed increment district is located, as well as the public at large, has adopted its Resolution (attached hereto as Exhibit "B") recommending the termination of the Increment District to the Mayor and Board of Commissioners of the City; and

WHEREAS, maximum effort has been made to allow full public knowledge and participation in the application of the Local Development Act in the consideration of termination of the Increment District; and

WHEREAS, all required notices have been given and all required hearings have been held in connection with the proposed Project Plan, as prescribed in the Local Development Act, the Oklahoma Open Meeting Act, 25 Okla. Stat. §301 *et seq.*, and other applicable law; and

WHEREAS, it is in the best interests of the City and its citizens to terminate the Increment District.

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

Section 1. Repealer of Ordinance No. 2013-3. Ordinance No. 2013-3 of the City, adopted January 15, 2013, is hereby repealed in all respects.

Section 2. Termination of Increment District. The Increment District created pursuant to Ordinance No. 2013-3 is hereby terminated effective immediately and the Project Plan is hereby cancelled and revoked.

Section 3. Ratification of Actions. All actions, findings and recommendations made or taken in connection with the termination of the Increment District by the Planning Commission and the Review Committee are hereby ratified and confirmed, including, but not limited to, the designation and selection of representatives to the Review Committee from the taxing jurisdictions and the public at large, and recommendations for termination.

Section 4. Tax Apportionment Fund. Revenues (if any) derived from the Increment District and held in the “Increment District No. 6, City of Enid, Tax Apportionment Fund” (referred to herein as the “Apportionment Fund”), created pursuant to Ordinance No. 2013-3, shall be transferred to the various ad valorem taxing jurisdictions, in the same percentages as originally collected, as determined by reference to the millage levied by each of the various ad valorem taxing jurisdictions for the related tax year, excluding sinking fund levies, consistent with the provisions of the Local Development Act.

Section 5. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional, such portion shall not affect the validity of the remaining portions of this Ordinance.

Section 6. Necessary Action. The Mayor or Vice Mayor and City Clerk or Deputy City Clerk be and hereby are authorized and empowered to execute and deliver for and on behalf of the City any and all other documents or instruments reasonably necessary to accomplish the termination of the Increment District and the return of any residual funds to the to the various ad valorem taxing jurisdictions.

[Remainder of Page Left Blank Intentionally]

PASSED AND APPROVED THIS 20<sup>TH</sup> DAY OF SEPTEMBER, 2016.

THE CITY OF ENID, OKLAHOMA

(SEAL)

\_\_\_\_\_  
Mayor

ATTEST:

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

STATE OF OKLAHOMA    )  
  )SS  
COUNTY OF GARFIELD    )

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

GIVEN UNDER MY HAND THIS 20<sup>TH</sup> DAY OF SEPTEMBER, 2016.

(SEAL)

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

**EXHIBIT “A”**

**RESOLUTION OF THE METROPOLITAN AREA PLANNING COMMISSION  
OF THE CITY OF ENID**

Resolution dated September 19, 2016

[Copy on file with the City Clerk of The City of Enid, Oklahoma]

**EXHIBIT “B”**

**RESOLUTION OF THE TAX INCREMENT FINANCING REVIEW COMMITTEE**

Resolution dated September 8, 2016

[Copy on file with the City Clerk of The City of Enid, Oklahoma]

**Meeting Date:** 09/20/2016

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

---

**SUBJECT:**

CONSIDER AND TAKE ACTION WITH RESPECT TO AN ORDINANCE OF THE CITY OF ENID, OKLAHOMA (THE "CITY") APPROVING UTILIZATION OF APPORTIONED TAX REVENUES AUTHORIZED BY STATEWIDE VOTE ADOPTING ARTICLE 10, SECTION 6C OF THE OKLAHOMA CONSTITUTION AND IMPLEMENTED BY THE LOCAL DEVELOPMENT ACT, 62 O.S. §850, ET SEQ.; APPROVING AND ADOPTING THE TP&L ECONOMIC DEVELOPMENT PROJECT PLAN AND EXPRESSING INTENT TO CARRY OUT THE PROJECT PLAN; RATIFYING AND CONFIRMING THE ACTIONS, RECOMMENDATIONS AND FINDINGS OF THE REVIEW COMMITTEE AND THE METROPOLITAN AREA PLANNING COMMISSION; CREATING AND ESTABLISHING INCREMENT DISTRICT NO. 7, CITY OF ENID; DESIGNATING AND ADOPTING THE INCREMENT DISTRICT BOUNDARIES AND THE PROJECT AREA BOUNDARIES; ADOPTING CERTAIN FINDINGS; RESERVING TO THE CITY THE AUTHORITY TO MAKE MINOR AMENDMENTS TO THE PROJECT PLAN; AUTHORIZING THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY TO CARRY OUT AND ADMINISTER THE PROJECT PLAN; ESTABLISHING A TAX APPORTIONMENT FUND; AUTHORIZING DIRECTIONS FOR PROSPECTIVE APPORTIONMENT OF TAX INCREMENTS; ESTABLISHING AN ALLOCATION OF USE FOR TAX INCREMENTS; DECLARING APPORTIONMENT FUNDS TO BE FUNDS OF THE CITY AND LIMITING THE PLEDGE OF APPORTIONED INCREMENTS TO INCREMENTS ACTUALLY APPORTIONED BY THE CITY; AUTHORIZING THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY, OR A PUBLIC TRUST DESIGNATED THEREBY, TO IMPLEMENT THE PROJECT PLAN UTILIZING APPORTIONED TAX INCREMENTS TO PAY OR REIMBURSE PROJECT COSTS DIRECTLY AND/OR TO ISSUE BONDS OR NOTES, IF FEASIBLE AND DESIRABLE, TO PAY PROJECT COSTS AND TO RETIRE SAID BONDS OR NOTES FROM APPORTIONED TAX INCREMENTS; PROVIDING FOR SEVERABILITY; DECLARING AN EMERGENCY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

**BACKGROUND:**

This is a companion item to 8.5. This emergency ordinance creates a new tax incremental financing (TIF) district #7 for Transportation Partners & Logistics (TP&L) located between 66th and 78th street, south of the Burlington Northern Santa Fe railroad mainline and north of US Highway 412. Specific infrastructure improvements to 66th street will make the area viable for additional industrial development and improve bus access to Pioneer Pleasant-Vale Elementary school. The improvements will be to reconstruct 66th street from US 412 north to Willow road to industrial standards to withstand anticipated loads associated with industries such as trans-shipment handling, manufacturing, oil and gas support and heavy maintenance industries.

A recommendation from the Metropolitan Area Planning Commission will be presented at the meeting.

**RECOMMENDATION:**

Approve ordinance with emergency.

**PRESENTER:**

Nate Ellis, Public Law Finance Group LLC Attorney.

---

**Attachments**

TP&L Project Plan





**TP&L  
ECONOMIC DEVELOPMENT PROJECT PLAN**

**Prepared by:**

**THE CITY OF ENID, OKLAHOMA**

**MAYOR AND BOARD OF COMMISSIONERS**

**WILLIAM E. SHEWEY, MAYOR**

**RON JANZEN, WARD 1**

**AARON BROWNLEE, WARD 2**

**BEN EZZELL, WARD 3**

**RODNEY TIMM, WARD 4**

**TAMMY WILSON, WARD 5**

**DAVID VANHOOSER, WARD 6**

**JERALD GILBERT, CITY MANAGER**

**ANDREA CHISM, CITY ATTORNEY**

**THE PUBLIC FINANCE LAW GROUP PLLC**

**5657 N. CLASSEN BOULEVARD, SUITE 100**

**OKLAHOMA CITY, OKLAHOMA 73118**

**(405) 235-3413**

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**TP&L**

**ECONOMIC DEVELOPMENT PROJECT PLAN**

**I. DESCRIPTION OF PROJECT**

This TP&L Economic Development Project Plan (the “**Project Plan**”) describes an economic development project that contemplates a prospective industrial development project by Transportation Partners and Logistics LLC (together with any successors or assigns, referred to herein as the “**Company**” or “**TP&L**”) within The City of Enid, Oklahoma (the “**City**”). The purpose of the Increment District (as defined herein) is to promote economic development in the City by facilitating the payment of certain infrastructure costs necessary to make certain property viable for industrial development.

TP&L proposes to construct and operate a transload facility in the City to accommodate the logistic requirements of large industrial developments, including but not limited to proposed wind energy projects in the south central part of the United States, which will encourage commerce and generate a corresponding growth in the local tax base (collectively, the “**Project**”). TP&L’s corporate headquarters are located in Casper, Wyoming, and the Company provides logistics management services for all steps of the supply chain, including on-loading, off-loading, and storage, within all sectors, including port, truck, rail, and distribution services. TP&L operates several transload facilities within the United States, and has identified the City as a desirable location in order to situate itself to be part of the projected expansive growth of the wind farm industry. The proposed Project is located between 66<sup>th</sup> Street and 78<sup>th</sup> Street, south of the Burlington Northern Santa Fe Railroad mainline, and north of US Highway 412. The initial property acquired by TP&L for the Project comprises approximately 160 total acres, but TP&L contemplates expansion to accommodate increased levels of success.

In the time since beginning initial discussions with City economic development officials, the Company has already completed an initial 50 acre lay-down yard, a rail-road spur for rail loading and off-loading, and begun storing initial inventory in support of proposed wind-farm projects. However, the laws of the State of Oklahoma require ad valorem taxation of inventory that is stored for longer terms. Within the wind industry, wind farm projects require significant manufacturing lead time, and components may be ordered and delivered months and even years in advance of their deployment at the project site. This tax structure places Oklahoma at a competitive disadvantage that, without the economic incentives proposed in this Project Plan, result in the storage of inventory, along with the significant economic activity associated therewith, to be located in other states.

The City has long recognized the difficulty in development of the area for industrial purposes due to the significant costs associated with upgrading traffic infrastructure to a level sufficient to support significant industrial development in the area. The City proposes to encourage the Project by providing a mechanism for the payment of certain costs associated with the Project. The City has identified specific infrastructure improvements to 66<sup>th</sup> Street that will not only make the area viable for additional industrial development, but will also provide improved bus access to

Pioneer Pleasant-Vale Elementary School. Certain Project Costs have been identified that will improve publicly owned traffic facilities and infrastructure (referred to herein as the “**Traffic Improvements**”), and these improvements are estimated to cost approximately \$2.5 million, and will be funded from proceeds of an economic development grant in the amount of \$1.2 million, a contribution of \$500,000 from TP&L, and the balance of \$800,000 derived from the incremental revenues described herein. The purpose of the Traffic Improvements is to provide a critical part of the infrastructure needed to incentivize development in this industrial corridor, similar to the development along 54<sup>th</sup> Street. The scope of the Traffic Improvements is to reconstruct 66<sup>th</sup> Street from U.S. 412 north to Willow Road to industrial standards in order to withstand the anticipated loads associated with industries such as trans-shipment handling, manufacturing, and oil & gas support and heavy maintenance industries. Additionally, economic incentives are proposed in the amount of 65% of the total ad valorem taxes generated by long-term inventory storage (referred to herein as the “**Inventory Incentives**”). The goal of the Inventory Incentives is to maximize the amount of industrial project inventory locating to Enid in order to maximize tax receipts. The 35% not utilized for incentives will directly benefit the affected taxing jurisdictions. The Traffic Improvements and the Inventory Incentives are collectively referred to herein as the “**TIF Projects**,” and the costs associated therewith are referred to herein as the “**Project Costs**”.

The City will recoup the costs of the Traffic Improvements, along with upfront Organizational Costs, from the TIF Revenues (as defined herein) derived from the Increment District (as defined herein). The Project Plan provides that pursuant to the terms of a development agreement between the City and the Company (as required by the Local Development Act defined herein), an amount equal to not more than 65% of the TIF Revenues derived from ad valorem taxes on inventory shall be utilized as an incentive to facilitate the procurement of logistics contracts based in Enid for a period of 10 years. The TIF Revenues will be used to pay the costs of the Inventory Incentives, reimburse the costs of the Traffic Improvements, and/or pay debt service on obligations issued to pay the costs of the Traffic Improvements. All costs related to the Traffic Improvements will be expended and the related improvements completed by approximately March 2018.

The Company has indicated that construction of their facilities has already resulted in a taxable capital investment of approximately \$6.2 million, with the potential for expansion in the future.

## II. PROJECT AREA AND INCREMENT DISTRICT BOUNDARIES

The project area is an area within which project activities, including construction of the supporting publicly financed improvements, will take place (referred to herein as the “**Project Area**”). The Increment District is the specific area located within the Project Area within which the tax increment will be generated (referred to herein as the “**Increment District**”). A map showing the Increment District is attached as Exhibit “A”. The legal description of the Increment District is set forth in Exhibit “B”. A map showing the Project Area is attached as Exhibit “C”. The legal description of the Project Area is set forth in Exhibit “D”.

### III. ELIGIBILITY OF PROJECT

The Project Area (including the Increment District) is undeveloped and/or underdeveloped within the meaning of Article 10, §6C of the Oklahoma Constitution and the Local Development Act, 62 O.S. §850, *et seq* (the “Local Development Act”). The Project Area (including the Increment District) is located in an enterprise area (as defined in Section 853(5) of the Local Development Act) and is therefore eligible for assistance under the Local Development Act.

The Increment District comprises an area where investment, development and economic growth have not occurred, and which requires significant public infrastructure improvements to serve as a catalyst to expand employment opportunities, to attract major investment in the area, and to enhance the tax base.

### IV. OBJECTIVES

The purpose of the Increment District is to support the achievement of the economic development objectives of the City in order to:

- A. Create a competitive industrial development opportunity within the City that will act as a catalyst for additional development within the community;
- B. Attract major investment in the area;
- C. Serve as a catalyst for retaining and expanding employment in the area;
- D. Promote economic development to increase tax revenues, raise property values, and improve economic stability;
- E. Preserve and enhance the tax base; and
- F. Make possible investment, development and economic growth which would otherwise be difficult or impossible without the TIF Projects and the apportionment of ad valorem taxes from within the Increment District.

### V. FINANCIAL IMPACTS

The proposed private development will generate tax increments necessary to pay all or a portion of the authorized costs of the Project. The proposed development project does not create a significant increase in demand for services or costs to the affected taxing entities other than the City, whose public sector costs will be offset by apportioned tax increments as provided in this Project Plan.

The affected ad valorem taxing jurisdictions are Garfield County, the Garfield County Health Department, the City, Autry Technology Center Vo-Tech District No. 15, and Pioneer-Pleasant Vale Independent School District No. 56 (referred to herein as the “**School District**”). The general and intangible impacts on the affected taxing jurisdictions from implementation of this Project Plan are positive and include the achievement of the objectives set forth in Section IV of this Project Plan.

The creation of the Increment District will allow the City to apportion the incremental increase in ad valorem tax revenues generated through construction and operation of the industrial developments within the Increment District for the purpose of paying Project Costs, either through direct payment and/or reimbursement and/or paying debt service on tax apportionment bonds or notes (collectively, the “**TIF Bonds**”), which may be issued in one or more series by a public trust created under Title 60, Oklahoma Statutes 2011, Section 176 *et seq.*, for the benefit of the City and including any interest, capitalized interest and other related financing costs. The proceeds of any such TIF Bonds shall be utilized for the Project Costs.

It is anticipated that a successful development will result in significant long term benefits to the affected ad valorem taxing jurisdictions without causing significant (if any) negative impact on the existing tax base during the term of the Increment District. The formation of an Increment District should result in no net loss in existing ad valorem tax revenue to each of the affected ad valorem taxing jurisdictions. The formation of the Increment District will cause the affected ad valorem taxing jurisdictions to forgo the majority of any new incremental ad valorem tax revenue generated from real and personal property values (excluding taxes on inventory) during the term of the Increment District, but will not affect the existing ad valorem tax base within the Increment District. Upon expiration of the Increment District, the affected ad valorem taxing jurisdictions could see an aggregate net gain in annual ad valorem tax revenues of approximately \$66,500 (based on an initial total capital investment of approximately \$6.2 million, and not including future revenues derived from ad valorem tax on inventory). More significantly, projected taxes generated from inventory are estimated to be approximately \$1.73 million per year (based on average inventory levels of \$650 million), of which 35% will be apportioned directly to the affected taxing jurisdictions, resulting in a net increase of approximately \$549,000 per year over the existing tax receipts.

Anticipated impacts on the ad valorem taxing jurisdictions include population growth and the demand for services created thereby. The direct impact on each ad valorem taxing jurisdiction is the loss of a portion of the new ad valorem tax increment revenues during the period of apportionment. An additional impact on the school district is that the valuation of the Increment District will not count for, and will therefore limit, the bonding capacity of the school district. However, the school district does realize additional revenue from other sources on a per pupil basis and will also receive an allocation of a portion of the TIF Revenues (as defined in Section VII herein) for the purpose of providing a specific revenue source for capital expenditures (and any related financing costs) for the benefit of the school district. These impacts may be mitigated by any increase in valuation of property outside the Increment District (for example, successful development enhances the property values surrounding the Increment District), and by any increase in new housing outside the Increment District (for example, successful development results in net population gain to the City creating demand for new housing).

The proposed development project does not create a significant increase in demand for utility services from the City, and any public sector costs should be more than offset by apportioned tax increments as provided in this Project Plan. The proposed development within the Increment District should generate modest increases in annual water and sewer utility revenues.

## VI. STATEMENT OF PRINCIPAL ACTIONS

Implementation actions for the project, including all necessary, appropriate and supportive steps, will consist of the following:

A. Site preparation, planning and construction of public improvements necessary to support the development project;

B. Acquisition by private developers of any additional properties necessary for the development project including connecting public easements;

C. Negotiation, preparation, execution, and implementation of development agreements, including agreements for financing and construction by private developers, as authorized by the Local Development Act. Such agreements may include the granting of incentives for private developers to complete certain improvements within the project area;

D. Issuance of tax apportionment bonds or other debt issuance necessary to provide funds for Project Costs;

E. All other actions necessary and appropriate to carry out the development project as authorized by the Local Development Act.

## VII. ESTABLISHMENT OF INCREMENT DISTRICT NO. 7, CITY OF ENID

Increment District No. 7, City of Enid shall be created upon adoption of an Ordinance of the Board of Commissioners of The City of Enid, Oklahoma (the “**Board**”), approving this Project Plan. The Increment District shall comprise one hundred percent (100.0%) of the total equalized assessed value of real and personal property within the boundaries of the Increment District. The base assessed value (as described in Section 862 of the Local Development Act) of the Increment District shall be calculated as an amount equal to one hundred percent (100.0%) of the initial equalized assessed value of real and personal property within the boundaries of the Increment District. In accordance with the provisions of the Local Development Act, one hundred percent (100%) of the increments of real and personal property ad valorem taxes generated within the Increment District, in excess of the real and personal property ad valorem taxes generated from the base assessed value of the Increment District, as such increments are determined and defined pursuant to the Local Development Act (collectively, the “**TIF Revenues**”, and said amount representing one hundred percent (100.0%) of the total new ad valorem tax revenues generated within the boundaries of the Increment District), shall be apportioned as follows: (i) an amount

equal to the greater of \$100,000 or all of the TIF Revenues generated by real and personal property ad valorem taxes, excluding taxes on inventory, shall be apportioned annually to the City for payment and/or reimbursement of the costs of the Traffic Improvements (in an amount not to exceed \$800,000), plus the Organizational Costs of the Increment District (estimated at \$50,000), plus any interest and/or other financing costs incurred by the City or a public trust issuing TIF Bonds on its behalf; (ii) sixty-five percent (65%) of the TIF Revenues derived from the taxation of inventory sourced to the Increment District (as determined annually by the Garfield County Assessor) shall be apportioned to the Company to pay (or reimburse the payment of) the costs of the Inventory Incentive; and (iii) all remaining amounts of TIF Revenues shall be apportioned to the affecting taxing jurisdictions in proportion to the allocation that the taxing jurisdictions would ordinarily receive from the increased assessed values, in the absence of the Increment District, excluding sinking fund levies (as set forth in Sections 853(9), 853(14)(i) and 854(4) of the Local Development Act; provided that any portion of the TIF Revenues allocated to the School District shall be for the purpose of providing a specific revenue source for capital expenditures (and any related financing costs) for the benefit of the School District. The apportionment of the TIF Revenues shall continue for that period required for the payment of the Project Costs (including any interest, capitalized interest, and other related financing costs), or a period not to exceed approximately ten (10) calendar years (ending December 31, 2026, and referred to as the “**Expiration Date**”), whichever is less.

## VIII. TIF PROJECTS AND INCREMENT DISTRICT AUTHORIZATIONS

A. Upon adoption of an Ordinance of the City approving this Project Plan, the Board is hereby designated and authorized as the public entity to carry out and administer the provisions of this Project Plan and to exercise all powers necessary or appropriate thereto, including, without limitation, those powers described in Section 854 of the Local Development Act.

B. The Board may create a new public trust with the City named as its beneficiary, and/or designate an existing public trust with the City named as its beneficiary (said public trust referred to herein as the “**Authority**”), and said Authority shall be the public entity designated by the City to assist in carrying out and administering the provisions of this Project Plan and authorized to exercise all powers necessary or appropriate thereto pursuant to Title 62, Section 854 of the Local Development Act, except for approval of this Project Plan and those powers enumerated in paragraphs 1, 4, 7, and 16 of that section, which powers shall be reserved to the Board.

C. The person in charge of implementation of this Project Plan in accordance with the provisions, authorizations and respective delegations of responsibilities contained herein is Mr. Jerald Gilbert, City Manager of the City. Mr. Gilbert, or his successor as City Manager, is authorized to empower one or more designees to exercise responsibilities in connection with project implementation.



**IX. BUDGET OF ESTIMATED PROJECT COSTS TO BE FINANCED FROM INCREMENT DISTRICT NO. 7**

Project Costs to be financed by the apportionment of TIF Revenues from the Increment District include: (i) the planning, design, acquisition (including connecting public easements), site preparation and construction of the Traffic Improvements in an amount not to exceed \$800,000; (ii) the Inventory Incentive in the amount equal to sixty-five percent (65%) of the TIF Revenues derived from the taxation of inventory sourced to the Increment District (based on preliminary estimates, approximately \$10.4 million); (iii) the payment of assistance in development financing (as authorized by Section 853(14)(o) of the Local Development Act) to a third party as reimbursement for the payment of Project Costs; and (iv) the costs incurred or to be incurred by or on behalf of the City or the Authority in implementing and administering this Project Plan, including, but not limited to, payment and/or reimbursement of costs advanced in connection with the preparation and approval of this Project Plan, administrative costs, organizational costs, professional service costs, financing costs and fees, and principal, interest (including capitalized interest), and prepayment premium paid on debt service and/or any reimbursement obligation. The Organizational Costs associated with the creation and implementation of the Increment District are preliminarily estimated at \$50,000.

The total estimate of Project Costs that may be made available for improvements from apportioned tax revenues shall be \$11,250,000 (including all engineering, construction, and planning costs). Apportioned tax revenues in excess of the amounts needed for Project Costs may be utilized if necessary (x) to pay interest and other financing costs, as well as to fund any capitalized interest and reasonably required reserves associated with obligations issued to fund said improvements; (y) to pay the direct administrative costs incurred or to be incurred by or on behalf of the City or the Authority in implementing and administering this Project Plan (as contemplated in Title 62, Section 853(14)(e) of the Local Development Act); and/or (z) pay additional accrued amounts of the Inventory Incentive.

The total cost of the Traffic Improvements is estimated at \$2.5 million. The portion of the Project Costs of the Traffic Improvements to be paid from the TIF Revenues is a fixed, not to exceed amount (plus any amounts necessary to pay interest, capitalized interest, costs of issuance, and establish reserve funds in connection with the issuance of TIF Bonds and any amounts necessary to pay or reimburse the costs incurred or to be incurred by or on behalf of the City or the Authority in implementing and administering this Project Plan, including any interest component pursuant to a reimbursement obligation). The Traffic Improvements represent Project Costs that will improve publicly owned facilities and infrastructure. The Inventory Incentive is based on a percentage of total tax receipts, based on preliminary projections provided by TP&L. Deviations from these projections will result in a larger or smaller incentive. The Organizational Costs are an estimated total amount of preliminary costs incurred by the City in connection with the establishment of the Increment District.

**X. METHODS OF FINANCING PROJECT COSTS, EXPECTED SOURCES OF REVENUES, AND TIME WHEN COSTS OR MONETARY OBLIGATIONS ARE TO BE INCURRED**

**A. Methods of Financing.** It is expected that the Project Costs will be directly paid by the Company or the City and reimbursed from the TIF Revenues. Alternatively, certain Project Costs may be paid from the proceeds of any TIF Bonds and payment of principal and interest due on such TIF Bonds will be paid from available TIF Revenues. Certain other costs of the TIF Projects may be paid from such other funds of the City as may be lawfully used for the purposes hereinabove stated.

**B. Expected Sources of Revenues.** The payment or reimbursement of Project Costs, including any interest component on reimbursed funds and any principal, interest, and premium on any TIF Bonds, will be made from TIF Revenues. In accordance with the provisions of the Local Development Act, one hundred percent (100%) of the TIF Revenues, are to be apportioned and set aside from all other ad valorem taxes levied within the Increment District, to be used exclusively for:

- (i) the payment of Project Costs incurred in connection with the development, construction, or implementation of the TIF Projects;
- (ii) the reimbursement of the Company (pursuant to a development agreement with the City or the Authority), the City, or any agency thereof (including the Authority), which has paid Project Costs from funds which were not increments derived from the Increment District, but only to the extent that such sums were actually paid or, in the case of reimbursement of the Company, constitute an interest component on sums that were actually paid;
- (iii) the payment of principal, interest and premium, if any, on any TIF Bonds issued pursuant to Section 863 of the Local Development Act (including pledging as security for such payments);
- (iv) the payment, if required, of amounts necessary to satisfy or replenish any reserve requirement established with respect to any TIF Bonds; and
- (v) the establishment and payment of a specific revenue source for affected taxing entities pursuant to Sections 853(9), 853(14)(i), and 854(4) of the Local Development Act.

Pursuant to the Local Development Act, the TIF Revenues apportioned hereunder shall be transferred by the Garfield County Treasurer to a special fund to be known as the “Increment District No. 7 - Apportionment Fund” (hereinafter, the “**Apportionment Fund**”), which fund will be held by and be the property of the City (except that such fund may also be held by the Authority or a trustee acting on behalf of the Authority). No portion of the TIF Revenues and no portion of the Apportionment Fund shall constitute a

part of the general fund of the City. TIF Revenues shall be apportioned as follows: (a) an amount equal to the greater of \$100,000 or all of the TIF Revenues generated by real and personal property ad valorem taxes, excluding taxes on inventory, shall be apportioned annually to the City for payment and/or reimbursement of the costs of the Traffic Improvements (in an amount not to exceed \$800,000), plus the Organizational Costs of the Increment District (estimated at \$50,000), plus any interest and/or other financing costs incurred by the City or a public trust issuing TIF Bonds on its behalf; (ii) sixty-five percent (65%) of the TIF Revenues derived from the taxation of inventory sourced to the Increment District (as determined annually by the Garfield County Assessor) shall be apportioned to the Company to pay (or reimburse the payment of) the costs of the Inventory Incentive; and (iii) all remaining amounts of TIF Revenues shall be apportioned to the affecting taxing jurisdictions in proportion to the allocation that the taxing jurisdictions would ordinarily receive from the increased assessed values, in the absence of the Increment District, excluding sinking fund levies (as set forth in Sections 853(9), 853(14)(i) and 854(4) of the Local Development Act; provided that any portion of the TIF Revenues allocated to the School District shall be for the purpose of providing a specific revenue source for capital expenditures (and any related financing costs) for the benefit of the School District.

The apportionment of ad valorem taxes pursuant to this section shall terminate upon the final payment of, or reimbursement for, all Project Costs incurred in connection with the TIF Projects listed in this Project Plan, and the payment of all outstanding principal, accrued interest, and premium due on the TIF Bonds; provided, however, that in no case shall the apportionment of revenues pursuant hereto extend beyond the Expiration Date.

In the event that any portion of the principal of or interest on the TIF Bonds, issued in connection herewith, or any amount due and owing for payment or reimbursement under a development agreement entered into by the City, remains unpaid as of the Expiration Date, then the Increment District shall not terminate until the increment apportioned during the term of the Increment District is actually received by the Apportionment Fund, even if the receipt of such revenues occurs subsequent to the Expiration Date.

**C. Time When Costs Or Monetary Obligations Are To Be Incurred.** It is estimated that the time frame for incurring the costs of the Traffic Improvements and the Organizational Costs will be within approximately one and a half years from the date of approval of this Project Plan. The costs of the Inventory Incentive will be paid over the duration of the Increment District, based upon actual TIF Revenues derived from the ad valorem tax on inventory. It is anticipated that all Project Costs will be directly paid or reimbursed from apportioned TIF Revenues, provided, however, certain Project Costs may be paid from proceeds of TIF Bonds.

**D. Flow of Funds; Excess Revenues.**

During the term of the Increment District, TIF Revenues (excluding such portions allocated to affected taxing entities) shall be utilized as follows:

- FIRST: The payment of principal, accrued interest, and premium, if any, due on the TIF Bonds;
- SECOND: If applicable, transfers to any debt service reserve established in connection with the TIF Bonds in such amounts as may be necessary to restore the reserve to its prescribed levels;
- THIRD: The payment and/or reimbursement of authorized Project Costs (including any interest component pursuant to a development agreement);
- FOURTH: If applicable, the prepayment of principal on any TIF Bonds until such time as all TIF Bonds are retired; and
- FIFTH: Upon retirement of all TIF Bonds (if any) and payment of all Project Costs (including any interest component pursuant to a development agreement), any remaining TIF Revenues shall be transferred to the various ad valorem taxing jurisdictions, in the same percentages as originally collected, as determined by reference to the millage levied by each of the various ad valorem taxing jurisdictions for the related tax year, excluding sinking fund levies, consistent with the provisions of the Local Development Act.

## **XI. FINANCING REVENUE SOURCES**

The TIF Revenues are expected to finance all or a portion of the Project Costs authorized by Section IX. Based on the initial projections of incremental ad valorem tax revenue, it is estimated that approximately \$16.67 million could be generated by the incremental increase in ad valorem tax revenue during the term of the Increment District, with approximately \$11.41 million available for allocation to Project Costs (including any interest, capitalized interest and other related financing costs) and approximately \$5.26 million retained by the respective ad valorem taxing entities. The initial projections of TIF Revenues are based upon an estimated \$6.2 million initial taxable capital investment, average taxable inventory levels of \$650 million, a 12.5% assessment rate for real property and a 15.0% assessment rate for personal property, and an approximately 0.08541% millage levy within the Increment District.

The calculation of projected TIF Revenues will be refined based upon (i) the actual effective ad valorem tax rate and base assessed valuation, as determined from time to time by the Garfield County Assessor and subject to change by voters of the applicable taxing jurisdictions at an election(s) held for such purpose, (ii) the total taxable capital investment and taxable inventory levels resulting from development within the Increment District, and (iii) the timing of the development.

The realization of the TIF Revenues is directly dependent on the Company's ability to construct, operate, and maintain the transload facilities contemplated by this Project Plan within the Increment District during the term of the Increment District. The Authority and/or the City

may enter into economic development agreements with the Company or any other parties as required by the Local Development Act.

Certain TIF Projects may be designed and/or constructed by the City. Authorized Project Costs, or the payment of debt service on TIF Bonds issued to pay Project Costs, will be paid from TIF Revenues by the City or the Authority, and may include (i) reimbursement of the City or the Authority for certain public improvements constructed from other available funds, and (ii) assistance in development financing (as authorized by the Local Development Act) to the Company for certain public infrastructure and/or other site improvements constructed on behalf of the City in furtherance of the purposes of this Project Plan. The financing of the projected private development in the area may be provided by private equity and private mortgage financing, secured by the private developments.

## **XII. PUBLIC REVENUE ESTIMATED TO ACCRUE FROM THE PROJECT AND OTHER ECONOMIC IMPACTS**

The increase in ad valorem tax revenues, of which portions will serve as the revenue source for financing the Project Costs authorized by Section IX of this Project Plan, are the public revenues directly attributable to the project defined by establishment of the Increment District. Over the approximately ten (10) year duration of the Increment District, the incremental ad valorem tax revenue is expected to total approximately \$16.67 million, with approximately \$11.41 allocated to Project Costs and approximately \$5.26 million allocated to affected taxing entities. Additionally, the various taxing jurisdictions may realize additional ad valorem tax revenues from any additional development outside the boundaries of the Increment District.

Construction of the improvements and subsequent development should have a considerable impact on total employment in the Enid metropolitan area, including temporary construction jobs and permanent positions at the Company's facilities. The Company projects that their operations will directly create approximately 50 permanent full time positions with a total annual payroll of approximately \$2 million. Indirect impacts (associated with the employment and income which result from the provision of inputs in support of the primary activity), and induced impacts (associated with the wages and jobs resulting from changes in household expenditures which come about through direct and indirect employment) will also result in additional growth in the Enid metropolitan area.

This Project Plan includes certain projections and estimates, which are based on the Company's current expectations or beliefs and are subject to uncertainty and changes in circumstances. Actual results may vary materially from the expectations contained herein due to changes in economic conditions, market demand and other factors affecting the development of the Project.

### **XIII. PRIVATE AND PUBLIC INVESTMENTS EXPECTED FOR THE PROJECT**

The publicly financed Project Costs (including costs of the Traffic Improvements and Organizational Costs, but excluding the Inventory Incentive) in the estimated aggregate total amount of \$850,000, as authorized by this Project Plan, represent approximately 12.14% of the projected total public and private investment for the Project, which including anticipated expenditures by or on behalf of commercial, industrial, or governmental entities locating within the Increment District, is expected to exceed \$7 million. Additionally, estimated average inventory levels of \$650 million during the term of the Increment District will generate an Inventory Incentive of approximately \$10.4 million to the Company, and increased tax revenues to the affected taxing jurisdictions of \$5.26 million during the term of the Increment District, or approximately \$549,000 per year.

### **XIV. MISCELLANEOUS PROVISIONS**

The property within the Increment District is currently undeveloped and utilized for agricultural purposes. Development is anticipated to occur in accordance with current zoning requirements. The proposed project conforms to the comprehensive plan for the City, as amended. No changes in the ordinances (other than minor zoning adjustments, if any) of the City are contemplated under this Project Plan.

**EXHIBIT "A"**

**MAP OF INCREMENT DISTRICT NO. 7**

The boundaries of Increment District No. 7, City of Enid contain an area generally described as an area bordered on the north by the Burlington Northern Railroad mainline, on the east by 78<sup>th</sup> Street, on the west by 66<sup>th</sup> Street, and on the south by E. Owen K. Garriott Road (U.S. Highway 64/412). Please see Exhibit "B" for a legal boundary description of Increment District No. 7.



NOTE: Increment District Boundary outlined in Red

**EXHIBIT "B"**

**INCREMENT DISTRICT LEGAL DESCRIPTION**

**INCREMENT DISTRICT NO. 7**

An area located entirely in Garfield County, Oklahoma, more particularly described as follows:

Tax ID: 33760

06-22N-05W Acres-53.823 sd-E56 UNPLATTED REAL ESTATE SW/4 6-22 -5 UNDIV 1/3 INT  
(EX .42A COUNTY) PRIMARY PARCEL

Tax ID: 33759

06-22N-05W Acres-65.81 sd-E56 UNPLATTED REAL ESTATE ALL S OF R RWY IN SE/4 6-  
22-5

Tax ID: 24717

07-22N-05W Acres-155.997 sd-R56 UNPLATTED REAL ESTATE NE/4 7-2 2-5 (EX HWY)

Tax ID: 33762

07-22N-05W Acres-79.2 sd-E56 UNPLATTED REAL ESTATE E/2 OF NW/4 7-22-5 (EX STRIP  
FOR HWY)

Tax ID: 33763

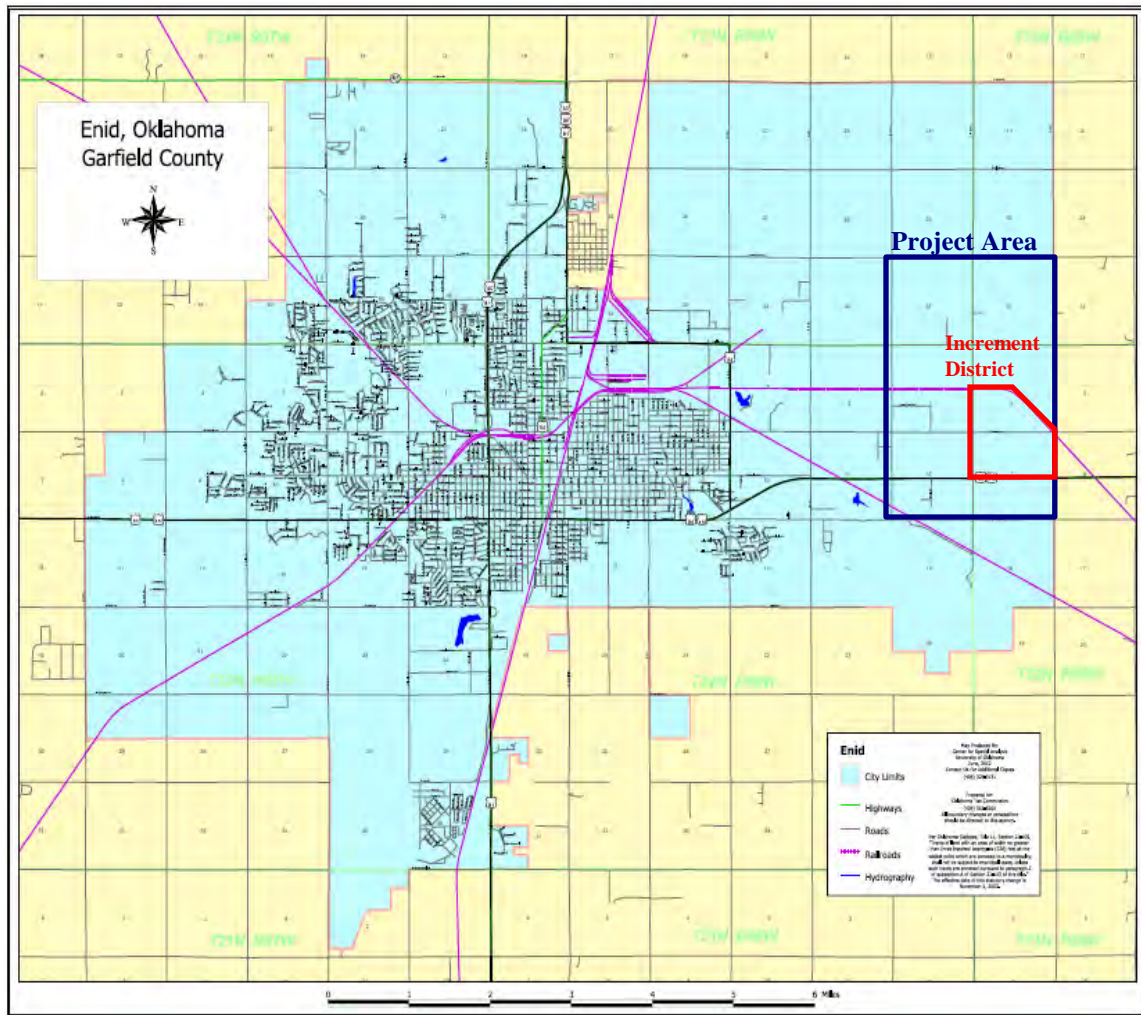
07-22N-05W Acres-79.2 sd-E56 UNPLATTED REAL ESTATE W/2 OF NW/4 7-22-5 (EX  
EASEMENT TO COUNTY & STRIP FOR HWY)



EXHIBIT "C"

MAP OF ECONOMIC DEVELOPMENT PROJECT AREA

The boundaries of the Project Area associated with Increment District No. 7, City of Enid contain a nine square mile area bordered on the north by Breckinridge Drive, on the east by 78<sup>th</sup> Street, on the west by 54<sup>th</sup> Street, and on the south by Market Street.



Note: Project Area Boundary outlined in dark blue; Increment District Boundary outlined in red.

**EXHIBIT “D”**

**PROJECT AREA LEGAL DESCRIPTION**

**INCREMENT DISTRICT NO. 7 PROJECT AREA**

An area located entirely in Garfield County, Oklahoma, more particularly described as follows:

SECTION 6 AND SECTION 7, ALL IN TOWNSHIP 22 NORTH, RANGE 5 WEST OF THE INDIAN MERIDIAN, GARFIELD COUNTY, OKLAHOMA; AND

SECTION 31, IN TOWNSHIP 23 NORTH, RANGE 5 WEST OF THE INDIAN MERIDIAN, GARFIELD COUNTY, OKLAHOMA; AND

SECTION 36, IN TOWNSHIP 23 NORTH, RANGE 6 WEST OF THE INDIAN MERIDIAN, GARFIELD COUNTY, OKLAHOMA; AND

SECTION 1 AND SECTION 12, ALL IN TOWNSHIP 22 NORTH, RANGE 6 WEST OF THE INDIAN MERIDIAN, GARFIELD COUNTY, OKLAHOMA.

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA, MET IN REGULAR SESSION ON THE 20<sup>TH</sup> DAY OF SEPTEMBER, 2016, AT 6:30 O'CLOCK P.M.

PRESENT:

ABSENT:

(OTHER PROCEEDINGS)

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

AYE:

NAY:

THEREUPON, Commissioner \_\_\_\_\_ moved that an emergency be declared and that the Ordinance become effective immediately. Commissioner \_\_\_\_\_ seconded the motion. The motion was adopted by the following vote:

AYE:

NAY:

The Ordinance so approved is as follows:

[Ordinance No. \_\_\_\_\_ begins on following page]

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

AN ORDINANCE OF THE CITY OF ENID, OKLAHOMA (THE "CITY") APPROVING UTILIZATION OF APPORTIONED TAX REVENUES AUTHORIZED BY STATEWIDE VOTE ADOPTING ARTICLE 10, SECTION 6C OF THE OKLAHOMA CONSTITUTION AND IMPLEMENTED BY THE LOCAL DEVELOPMENT ACT, 62 O.S. §850, ET SEQ.; APPROVING AND ADOPTING THE TP&L ECONOMIC DEVELOPMENT PROJECT PLAN AND EXPRESSING INTENT TO CARRY OUT THE PROJECT PLAN; RATIFYING AND CONFIRMING THE ACTIONS, RECOMMENDATIONS AND FINDINGS OF THE REVIEW COMMITTEE AND THE METROPOLITAN AREA PLANNING COMMISSION; CREATING AND ESTABLISHING INCREMENT DISTRICT NO. 7, CITY OF ENID; DESIGNATING AND ADOPTING THE INCREMENT DISTRICT BOUNDARIES AND THE PROJECT AREA BOUNDARIES; ADOPTING CERTAIN FINDINGS; RESERVING TO THE CITY THE AUTHORITY TO MAKE MINOR AMENDMENTS TO THE PROJECT PLAN; AUTHORIZING THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY TO CARRY OUT AND ADMINISTER THE PROJECT PLAN; ESTABLISHING A TAX APPORTIONMENT FUND; AUTHORIZING DIRECTIONS FOR PROSPECTIVE APPORTIONMENT OF TAX INCREMENTS; ESTABLISHING AN ALLOCATION OF USE FOR TAX INCREMENTS; DECLARING APPORTIONMENT FUNDS TO BE FUNDS OF THE CITY AND LIMITING THE PLEDGE OF APPORTIONED INCREMENTS TO INCREMENTS ACTUALLY APPORTIONED BY THE CITY; AUTHORIZING THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY, OR A PUBLIC TRUST DESIGNATED THEREBY, TO IMPLEMENT THE PROJECT PLAN UTILIZING APPORTIONED TAX INCREMENTS TO PAY OR REIMBURSE PROJECT COSTS DIRECTLY AND/OR TO ISSUE BONDS OR NOTES, IF FEASIBLE AND DESIRABLE, TO PAY PROJECT COSTS AND TO RETIRE SAID BONDS OR NOTES FROM APPORTIONED TAX INCREMENTS; PROVIDING FOR SEVERABILITY; DECLARING AN EMERGENCY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, by statewide vote, the people of the State of Oklahoma adopted Article 10, §6C as an amendment to the Constitution of the State of Oklahoma to allow the Legislature to authorize cities, towns and counties to use local taxes for specific public investments, for assistance in development financing and as a revenue source for other public entities in the area, and to direct the apportionment of local taxes to plan, finance and carry out development of areas determined by the governing body of the city, town or county to be unproductive, undeveloped, underdeveloped or blighted; and

WHEREAS, the Legislature has enacted the Local Development Act, 62 Okla. Stat. §850, *et seq.* (the "Local Development Act"), for purpose of furthering the provisions of Article 10, §6C of the Oklahoma Constitution; and

WHEREAS, the TP&L Economic Development Project Plan (the “Project Plan”) supports the achievement of the economic development objectives of The City of Enid, Oklahoma (the “City”) in accordance with previously approved strategies and plans to develop an undeveloped area to serve as a catalyst for retaining and expanding employment in the area, attract major investment in the area, preserve and enhance the tax base and make possible investment, development, and economic growth that would be difficult or impossible without the project and the apportionment of ad valorem taxes from within the Increment District; and

WHEREAS, the Project Plan calls for the creation of Increment District No. 7, City of Enid (the “Increment District”); and

WHEREAS, the Metropolitan Area Planning Commission of the City (the “Planning Commission”) has adopted its Resolution (attached hereto as Exhibit “D”) declaring that the Project Plan is in compliance with the Comprehensive Plan of the City and recommending the approval of the Project Plan to the Mayor and Board of Commissioners of the City; and

WHEREAS, the Tax Increment District Review Committee (the “Review Committee”), comprised of individuals representing each of the taxing jurisdictions in which the proposed increment district is located, as well as the public at large, has considered the financial impacts of the proposed Project Plan on each such taxing jurisdiction and has found that the proposed project will have a positive financial impact on the affected taxing entities; and

WHEREAS, the Review Committee has reviewed the proposed Increment District in accordance with the criteria specified in the Local Development Act, and has found that the proposed Increment District is undeveloped within the meaning of Article 10, §6C of the Oklahoma Constitution and the Local Development Act, and is located in an enterprise area (as defined in Section 853(5) of the Act) and is therefore eligible for assistance under the Local Development Act; and

WHEREAS, the Review Committee has found that approval of the Project Plan is appropriate and has recommended its approval to the Mayor and Board of Commissioners of the City without amendment, evidenced by its Resolution (attached hereto as Exhibit “E”); and

WHEREAS, tax apportionment financing is a necessary component in generating economic development in the proposed project area and the Increment District; and

WHEREAS, investment, development and economic growth will be difficult within the proposed project area and proposed Increment District, but possible if the Project Plan is adopted; and

WHEREAS, the Project Plan will use the tools provided by the Local Development Act only in an area where investment, development and economic growth would not otherwise occur, and

WHEREAS, the Project Plan provides tools that will supplement and not supplant or replace nominal public functions and services; and

WHEREAS, the establishment of the Increment District will be used in conjunction with existing programs and other locally implemented economic development efforts in order to encourage economic development in the proposed project area; and

WHEREAS, the boundaries of the Increment District do not dissect any similar area or create an unfair competitive advantage; and

WHEREAS, the Mayor and Board of Commissioners of the City recognize the need for residential and neighborhood treatment as well as commercial/industrial development; and

WHEREAS, maximum effort has been made to allow full public knowledge and participation in the application of the Local Development Act in the review and approval of the Project Plan, including creation of the Increment District; and

WHEREAS, all required notices have been given and all required hearings have been held in connection with the proposed Project Plan, as prescribed in the Local Development Act, the Oklahoma Open Meeting Act, 25 Okla. Stat. §301 *et seq.*, and other applicable law; and

WHEREAS, implementation of the Project Plan will be facilitated by designation of a public trust with the City as its beneficiary (referred to herein as the “Authority”), to assist the City in carrying out and administering the Project Plan and exercising all powers necessary thereto except those powers reserved by the City herein; and

WHEREAS, implementation of the Project Plan will be facilitated by reserving to the City the authority to make minor amendments to the Project Plan, as provided in the Local Development Act; and

WHEREAS, implementation of the Project Plan will be facilitated by authorizing the Authority to pay or reimburse authorized Project Costs pursuant to Section IX of the Project Plan from apportioned tax increments, and/or issue its tax apportionment notes or bonds (referred to herein as the “TIF Bonds”) payable from apportioned tax increments; and

WHEREAS, it is in the best interests of the City and its citizens to approve the Project Plan, including the establishment of the Increment District.

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

Section 1. Utilization of Local Development Act. In order to undertake redevelopment of an undeveloped or underdeveloped area within the City, the City elects to utilize Article 10, §6C of the Constitution of the State of Oklahoma, adopted by statewide vote and implemented by the Local Development Act, which authorizes the use of local taxes for specific public investments, assistance in development financing and as a revenue source for other public entities in the area and which provides for the direction of apportionment of local taxes to plan, finance, and carry out development of unproductive, undeveloped, underdeveloped, or blighted areas as determined by the governing body of a city, town, or county.

Section 2. Project Plan Approval. The Project Plan is hereby approved and adopted as recommended by the Planning Commission and the Review Committee. As used in this Ordinance, “TP&L Economic Development Project Plan” or “Project Plan” shall mean the document entitled “TP&L Economic Development Project Plan” dated August 31, 2016, and attached hereto as Exhibit “A”. It is the intent of the City to carry out the Project Plan as provided by this Ordinance.

Section 3. Ratification of Actions. All actions, findings and recommendations made or taken in connection with the Project Plan by the Planning Commission and the Review Committee are hereby ratified and confirmed, including, but not limited to, the designation and selection of representatives to the Review Committee from the taxing jurisdictions and the public at large, recommendations for approval, and the findings of conformance with the Comprehensive Plan, eligibility of the Increment District and financial impact upon the taxing jurisdictions.

Section 4. Increment District Creation. The Increment District is hereby created as of the date of the adoption of this Ordinance. For identification purposes, the name of the Increment District shall be “Increment District No. 7, City of Enid”.

Section 5. Increment District and Project Area Boundaries. The boundaries of the Increment District encompass an area generally described as an area bordered on the north by the Burlington Northern Railroad mainline, on the east by 78<sup>th</sup> Street, on the west by 66<sup>th</sup> Street, and on the south by E. Owen K. Garriott Road (U.S. Highway 64/412), all within the City of Enid, Oklahoma, and the specific Increment District legal description is hereby designated and adopted as described in Exhibit “B”. The boundaries of the Project Area (the area within which project activities will take place, including construction of the supporting public improvements) is generally described as a six square mile area bordered on the north by Breckinridge Drive, on the east by 78<sup>th</sup> Street, on the west by 54<sup>th</sup> Street, and on the south by Market Street, and the specific Project Area legal description is hereby designated and adopted as described in Exhibit “C”.

Section 6. Findings. The City Commission hereby finds that:

- (a) The Increment District is located within an enterprise area as defined by the Local Development Act;
- (b) The proposed improvements and incentives (as set forth in the Project Plan) within the Increment District are likely to enhance the value of other real property in the area and to promote the general public interest;
- (c) The guidelines of paragraphs 1 and 2 of Section 852 of the Local Development Act shall be followed;
- (d) The aggregate net assessed value of the taxable property in all increment districts within the City, as determined pursuant to Section 862 of the Local Development Act, does not exceed 25% of the total net assessed value of taxable property within the City;
- (e) The aggregate net assessed value of the taxable property in all increment districts within the City, as determined pursuant to Section 862 of the Local Development Act,

does not exceed 25% of the total assessed net value of any affected school districts located within the City;

(f) The land area of all increment districts within the City does not exceed 25% of the total land area of the City; and

(g) The Project Plan is feasible and conforms to the Comprehensive Plan of the City, as amended.

Section 7. Right to Amend Project Plan. The City reserves to itself the authority to make minor amendments to the Project Plan in accordance with the definition provided in Section 858(D) of the Local Development Act. Notwithstanding the foregoing, the Review Committee may be reconvened at the direction of the Mayor and Board of Commissioners at any time following adoption of this Ordinance to consider and recommend any appropriate amendments to the Project Plan.

Section 8. City and Authority the Designated Public Entities. The Mayor and Board of Commissioners of the City, are hereby designated and authorized as the public entity to carry out and administer the provisions of the Project Plan and to exercise all powers necessary or appropriate thereto, including, without limitation, those powers described in Section 854 of the Local Development Act. Upon designation by the Mayor and Board of Commissioners of the City, the Authority shall assist in carrying out and administering the provisions of the Project Plan and shall be authorized to exercise all powers necessary or appropriate thereto pursuant to Section 854 of the Local Development Act, except for approval of the Project Plan and those powers enumerated in paragraphs 1, 4, 7, and 16 of that section, which powers shall be reserved to the Mayor and Board of Commissioners of the City.

Section 9. Tax Apportionment Fund. There is hereby created a fund called the “Increment District No. 7, City of Enid, Tax Apportionment Fund” (referred to herein as the “Apportionment Fund”), which fund will be held by and be the property of the City (except that such fund may also be held by the Authority or a trustee acting on behalf of the Authority). All monies apportioned pursuant to Section 10 shall be deposited in the Apportionment Fund. No portion of the TIF Revenues and no portion of the Apportionment Fund shall constitute a part of the general fund of the City.

Section 10. Apportionment of Tax Increments.

(a) *Ad Valorem Increment Revenues (TIF Revenues).* In accordance with the provisions of the Local Development Act, one hundred percent (100%) of the increments of real and personal property ad valorem taxes generated within the Increment District, in excess of the real and personal property ad valorem taxes generated from the base assessed value of the Increment District, as such increments are determined and defined pursuant to the Local Development Act (collectively, the “TIF Revenues”), are to be apportioned and set aside from all other ad valorem taxes levied within the Increment District, to be used exclusively for:



- (i) the payment of Project Costs incurred in connection with the development, construction, or implementation of the TIF Projects (as described in the Project Plan);
- (ii) the reimbursement of the Company (as described in the Project Plan, and pursuant to a development agreement with the City or the Authority), the City, or any agency thereof (including the Authority), which has paid Project Costs from funds which were not increments derived from the Increment District, but only to the extent that such sums were actually paid or, in the case of reimbursement of the Company, constitute an interest component on sums that were actually paid;
- (iii) the payment of principal, interest and premium, if any, on any TIF Bonds issued pursuant to Section 863 of the Local Development Act (including pledging as security for such payments);
- (iv) the payment, if required, of amounts necessary to satisfy or replenish any reserve requirement established with respect to any TIF Bonds; and
- (v) the establishment and payment of a specific revenue source for affected taxing entities pursuant to Sections 853(9), 853(14)(i), and 854(4) of the Local Development Act.

Pursuant to the Local Development Act, the TIF Revenues apportioned hereunder and so collected shall be placed into the Apportionment Fund and shall be apportioned as follows: (a) an amount equal to the greater of \$100,000 or all of the TIF Revenues generated by real and personal property ad valorem taxes, excluding taxes on inventory, shall be apportioned annually to the City for payment and/or reimbursement of the costs of the Traffic Improvements (in an amount not to exceed \$800,000), plus the Organizational Costs of the Increment District (estimated at \$50,000), plus any interest and/or other financing costs incurred by the City or a public trust issuing TIF Bonds on its behalf; (b) sixty-five percent (65%) of the TIF Revenues derived from the taxation of inventory sourced to the Increment District (as determined annually by the Garfield County Assessor) shall be apportioned to the Company to pay (or reimburse the payment of) the costs of the Inventory Incentive; and (c) all remaining amounts of TIF Revenues shall be apportioned to the affecting taxing jurisdictions in proportion to the allocation that the taxing jurisdictions would ordinarily receive from the increased assessed values, in the absence of the Increment District, excluding sinking fund levies (as set forth in Sections 853(9), 853(14)(i) and 854(4) of the Local Development Act; provided that any portion of the TIF Revenues allocated to the School District (as described in the Project Plan) shall be for the purpose of providing a specific revenue source for capital expenditures (and any related financing costs) for the benefit of the School District.

The apportionment of the TIF Revenues shall continue for that period required for the payment of the Project Costs (including any interest, capitalized interest, and other related financing costs), or a period not to exceed approximately ten (10) calendar years (ending December 31, 2026, and referred to as the “Expiration Date”), whichever is less. The apportionment of ad valorem taxes pursuant to this section shall terminate upon the

final payment of, or reimbursement for, all Project Costs incurred in connection with the projects listed in the Project Plan, and the payment of all outstanding principal, accrued interest, and premium due on the TIF Bonds; provided, however, that in no case shall the apportionment of revenues pursuant hereto extend beyond the Expiration Date.

In the event that any portion of the principal of or interest on the TIF Bonds, issued in connection herewith, or any amount due and owing for payment or reimbursement under a development agreement entered into by the City, remains unpaid as of the Expiration Date, then the Increment District shall not terminate until the increment apportioned during the term of the Increment District is actually received by the Apportionment Fund, even if the receipt of such revenues occurs subsequent to the Expiration Date.

(b) [Left Blank Intentionally]

(c) *Use of TIF Revenues.* During the term of the Increment District, TIF Revenues (excluding such portions allocated to affected taxing entities) shall be utilized as follows:

(i) The payment of principal, accrued interest, and premium, if any, due on the TIF Bonds;

(ii) If applicable, transfers to any debt service reserve established in connection with the TIF Bonds in such amounts as may be necessary to restore the reserve to its prescribed levels;

(iii) The payment and/or reimbursement of authorized Project Costs (including any interest component pursuant to a development agreement);

(iv) If applicable, the prepayment of principal on any TIF Bonds until such time as all TIF Bonds are retired; and

(v) Upon retirement of all TIF Bonds (if any) and payment of all Project Costs (including any interest component pursuant to a development agreement), any remaining TIF Revenues shall be transferred to the various ad valorem taxing jurisdictions, in the same percentages as originally collected, as determined by reference to the millage levied by each of the various ad valorem taxing jurisdictions for the related tax year, excluding sinking fund levies, consistent with the provisions of the Local Development Act.

Section 11. Increments Constitute City Funds; Uses. From and after apportionment, the apportioned increments shall constitute funds of the City (except that such funds may also be held by the Authority or a trustee acting on behalf of the Authority). Apportioned increments may be used for the payment of Project Costs; provided, however, the pledge of apportioned increments toward payment of such Project Costs shall be limited to increments actually apportioned by the City and any security instruments shall provide that except as provided for in this Ordinance, the City has no legal obligation or promise to apportion additional increments in future years. The City and the Authority shall have the authorization to carry out certain provisions of the Project Plan, as authorized in Section VIII of the Project Plan, to incur and pay

or reimburse Project Costs (including any interest, capitalized interest, and other related financing costs) pursuant to Section IX of the Project Plan and also, if feasible and desirable, to issue tax apportionment bonds or notes, incur the costs of issuance of such bonds, and accumulate appropriate reserves, if any, in connection with such bonds, and to retire said bonds or notes from apportioned tax increments.

Section 12. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional, such portion shall not affect the validity of the remaining portions of this Ordinance.

Section 13. Emergency. It is immediately necessary for the preservation of the public health, peace and safety of The City of Enid, Oklahoma, and the inhabitants thereof that the provisions of this Ordinance become operative immediately and therefore, an emergency is hereby declared to exist and this Ordinance shall be in full force and effect immediately from and after its passage and approval.

Section 14. Necessary Action. The Mayor or Vice Mayor and City Clerk or Deputy City Clerk be and hereby are authorized and empowered to execute and deliver for and on behalf of the City any and all other documents or instruments reasonably necessary to accomplish the implementation of the Project Plan.

[Remainder of Page Left Blank Intentionally]

PASSED AND APPROVED THIS 20<sup>TH</sup> DAY OF SEPTEMBER, 2016.

THE CITY OF ENID, OKLAHOMA

(SEAL)

\_\_\_\_\_  
Mayor

ATTEST:

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

STATE OF OKLAHOMA    )  
  )SS  
COUNTY OF GARFIELD    )

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

GIVEN UNDER MY HAND THIS 20<sup>TH</sup> DAY OF SEPTEMBER, 2016.

(SEAL)

\_\_\_\_\_

City Clerk

**EXHIBIT “A”**

**TP&L ECONOMIC DEVELOPMENT PROJECT PLAN**

[On file with the City Clerk of The City of Enid, Oklahoma]

**EXHIBIT "B"**

**INCREMENT DISTRICT LEGAL DESCRIPTION**

**INCREMENT DISTRICT NO. 7, CITY OF ENID**

An area located entirely in Garfield County, Oklahoma, more particularly described as follows:

Tax ID: 33760

06-22N-05W Acres-53.823 sd-E56 UNPLATTED REAL ESTATE SW/4 6-22 -5 UNDIV 1/3  
INT (EX .42A COUNTY) PRIMARY PARCEL

Tax ID: 33759

06-22N-05W Acres-65.81 sd-E56 UNPLATTED REAL ESTATE ALL S OF R RWY IN SE/4 6-  
22-5

Tax ID: 24717

07-22N-05W Acres-155.997 sd-R56 UNPLATTED REAL ESTATE NE/4 7-2 2-5 (EX HWY)

Tax ID: 33762

07-22N-05W Acres-79.2 sd-E56 U NPLATTED REAL ESTATE E/2 OF NW/4 7-22-5 (EX  
STRIP FOR HWY)

Tax ID: 33763

07-22N-05W Acres-79.2 sd-E56 U NPLATTED REAL ESTATE W/2 OF NW/4 7-22-5 (EX  
EASEMENT TO COUNTY & STRIP FOR HWY)

**EXHIBIT “C”**

**PROJECT AREA LEGAL DESCRIPTION**

**INCREMENT DISTRICT NO. 7, CITY OF ENID PROJECT AREA**

An area located entirely in Garfield County, Oklahoma, more particularly described as follows:

SECTION 6 AND SECTION 7, ALL IN TOWNSHIP 22 NORTH, RANGE 5 WEST OF THE INDIAN MERIDIAN, GARFIELD COUNTY, OKLAHOMA; AND

SECTION 31, IN TOWNSHIP 23 NORTH, RANGE 5 WEST OF THE INDIAN MERIDIAN, GARFIELD COUNTY, OKLAHOMA; AND

SECTION 36, IN TOWNSHIP 23 NORTH, RANGE 6 WEST OF THE INDIAN MERIDIAN, GARFIELD COUNTY, OKLAHOMA; AND

SECTION 1 AND SECTION 12, ALL IN TOWNSHIP 22 NORTH, RANGE 6 WEST OF THE INDIAN MERIDIAN, GARFIELD COUNTY, OKLAHOMA.



**EXHIBIT “D”**

**RESOLUTION OF THE METROPOLITAN AREA PLANNING COMMISSION  
OF THE CITY OF ENID**

Resolution dated September 19, 2016

[Copy on file with the City Clerk of The City of Enid, Oklahoma]

**EXHIBIT “E”**

**RESOLUTION OF THE TAX INCREMENT FINANCING REVIEW COMMITTEE**

Resolution dated September 8, 2016

[Copy on file with the City Clerk of The City of Enid, Oklahoma]

**City Commission Meeting**

**8. 5.**

**Meeting Date:** 09/20/2016

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

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**SUBJECT:**

**CONSIDER AND TAKE ACTION WITH RESPECT TO AN AGREEMENT FOR TAX INCREMENT FINANCE COUNSEL SERVICES WITH THE PUBLIC FINANCE LAW GROUP LLC.**

**BACKGROUND:**

This is a companion item to 8.4. This engagement letter details the terms of the legal professional services for the creation of the TP&L tax incremental financing district (TIF) #7. The total fees for legal services under this agreement are \$50,000. These funds will be recovered over the life of the TIF district from the incremental ad valorem tax generated.

**RECOMMENDATION:**

Approve Resolution.

**PRESENTER:**

Nate Ellis, Public Law Finance Group LLC Attorney.

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**Attachments**

Engagement Letter

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

## **AGREEMENT FOR TAX INCREMENT FINANCE COUNSEL SERVICES**

THIS AGREEMENT is entered into as of September 20, 2016, by and between THE PUBLIC FINANCE LAW GROUP PLLC (“PFLG”) and THE CITY OF ENID, OKLAHOMA (the “City”), as follows:

### RECITALS

WHEREAS, the City desires to engage PFLG as tax increment finance counsel (“TIF Counsel”) in connection with the establishment of a tax increment district within the City (the “Formation”) pursuant to the Local Development Act, 62 O.S. §850 *et seq.*, as amended (the “Local Development Act”); and

WHEREAS, the Formation may be desirable to support certain economic development activities within the City, specifically the construction and operation by Transportation Partners and Logistics LLC (the “Company”) of a transload facility to accommodate the logistic requirements of large industrial developments, including but not limited to proposed wind energy projects in the south central part of the United States, which will encourage commerce and generate a corresponding growth in the local tax base (collectively, the “Project”); and

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

### AGREEMENTS

#### **1. Scope of Services.**

A. *Tax Increment Finance Counsel Services.* PFLG will render the following services as TIF Counsel to the City:

- (1) Consultation with representatives of the City, including the City Manager, City Attorney, Finance Director, financing and accounting staff, financial advisors, and others, with respect to the timing, terms and legal structure of the proposed tax increment district.
- (2) Preparation of written documentation relating to formal approval and formation of a tax increment district, including, as appropriate, project plans and authorizing resolutions or ordinances.

- (3) Attendance at such meetings or hearings of the City and working group meetings or conference calls as the City may request, and assistance to the City staff in preparation of such explanations or presentations to the governing body of the City as they may request.

Additional details with respect to TIF Counsel's anticipated scope of services with respect to the Formation are provided in Exhibit A attached hereto.

PFLG and City acknowledge that the City shall be represented by Andrea Chism, Esq., in her capacity as City Attorney (the "City Attorney") for the purpose of rendering day-to-day and ongoing general counsel legal services. PFLG shall circulate documents to and coordinate its services with City Attorney to the extent requested by the City or the City Attorney.

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

PFLG's services are limited to those specifically set forth above. PFLG's scope of services do not include any services with respect to any real estate transactions in connection with the tax increment district. Furthermore, the scope of services do not contemplate representation with respect to any financing completed in connection with any improvements contemplated within the tax increment district. Any such representation, if necessary, will be provided at additional cost as agreed to at such later date. PFLG's services do not include representation of City or any other party to the Formation or the Project in any litigation or other legal or administrative proceeding involving the Formation, the Project, or any other matter. PFLG's services also do not include any responsibility for compliance with state blue sky, environmental, land use, real estate or similar laws or for title to or perfection of security interests in real or personal property. PFLG's services do not include any financial advice or analysis. PFLG will not be responsible for the services performed or acts or omissions of any other participant. Also, PFLG's services will not extend past the date of Formation unless otherwise agreed to in writing.

*B. Term of Agreement.* This Agreement shall be effective from the date of execution through June 30, 2017, and shall be automatically renewed for additional one-year periods on July 1 of each year unless terminated pursuant to Section 2.D. herein.

## **2. Compensation and Reimbursements.**

*A. Compensation for Tax Increment Finance Counsel Services.* For services as TIF Counsel to the City, PFLG shall be paid the following fees:

- a. \$35,000.00 shall be due and payable upon and immediately due following formal action by the Board of Commissioners of the City with respect to the establishment of the tax increment district.; and
- b. \$12,500.00 shall be contingent upon and immediately due following formal action by the Board of Commissioners of the City with respect to the approval of an economic development agreement with the Company.

B. *Expenses.* PFLG shall also be paid a fixed amount of \$2,500.00 to cover expenses and transcript production and distribution, provided, that any filing, publication, recording or printing costs or similar third party costs required in connection with the Formation shall be paid directly by the City, but if paid by PFLG on behalf of the City, shall be reimbursed to PFLG on demand.

C. *Payment.* Fees and expenses shall be payable by City at the time of Formation except as provided in subparagraph (A) above.

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

### **3. Nature of Engagement; Relationships With Other Parties.**

The role of TIF Counsel, generally, is to prepare or review the procedures and documentation relating to the establishment of a tax increment financing district pursuant to the Local Development Act. In performing its services in connection with the Formation, PFLG will act as special counsel to the City with respect to the Formation; i.e., PFLG will assist the City Attorney in representing City but only with respect to the Formation, in a manner not inconsistent with the role of TIF Counsel described above.

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

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

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

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

**5. Counterparts.**

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

**6. Notices.**

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

PFLG:

The Public Finance Law Group PLLC  
5657 N. Classen Boulevard, Suite 100  
Oklahoma City, OK 73118  
Attention: Nathan D. Ellis, Esq.

CITY:

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

[Remainder of Page Left Blank Intentionally]

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

**THE PUBLIC FINANCE LAW GROUP PLLC**

By: \_\_\_\_\_  
Nathan D. Ellis

**THE CITY OF ENID, OKLAHOMA**

By: \_\_\_\_\_  
Title: Mayor  
Date: September 20, 2016



## EXHIBIT A

### PROPOSED SCOPE OF SERVICES FORMATION OF TAX INCREMENT DISTRICT

#### **Initial Feasibility Assessment**

- Provide consultation with respect to a preliminary review and evaluation of the potential benefits and practicality of the formation of a tax increment or incentive district.

#### **Project Plan Preparation**

- Provide legal advice and consultation in development, drafting, and presentation of a project plan. A project plan generally includes the following elements:
  - Proposed district boundaries and improvements, including area eligibility determination
  - Estimated project costs, financing timeline, and assessment of financial impact
  - Existing and proposed maps of district
  - Proposed zoning, master plan, and ordinance changes
  - Designation of governmental entities and officials responsible for implementation
- Provide assistance in negotiation (as requested) and draft for approval an economic development agreement with each proposed business development entity; and

#### **Official Review and Public Participation**

- Provide legal advice and consultation with respect to procedures and actions for formal consideration of a tax increment or incentive district including:
  - Resolution initiating formal consideration and approval process and establishing a review committee
  - Presentations and/or attendance (as requested) at meetings with individuals, groups, and public bodies
  - Preparation of appropriate documents for review committee and planning commission consideration
  - Preparation of notices with respect to public meetings
  - Preparation of appropriate documents for formal approval and formation of district, including municipal ordinance

#### **Implementation**

- Preparation of appropriate documents for formal approval pertaining to an economic development agreement(s) with appropriate parties as contemplated by the Project Plan.
- Provide legal advice and consultation with respect to notices and communication with affected taxing jurisdictions; formulation of operating procedures and guidelines to assist the county assessor and county treasurer in the operation of the district.

**City Commission Meeting**

**8. 6.**

**Meeting Date:** 09/20/2016

**Submitted By:** Linda Parks, City Clerk

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**SUBJECT:**

**CONSIDER THE ISSUANCE OF A PUBLIC CONVEYANCE LICENSE TO PATRICK CECIL NORTON, D/B/A SUNDOWN TOWN TAXI.**

**BACKGROUND:**

This is a companion item to Item 6.3.

In determining the necessity and convenience for a Public Conveyance license, in addition to the application requirements set forth in Section 3-9-3 of the Enid Municipal Code, the Mayor and Board of Commissioners are required to take into consideration:

1. Whether the demands of public convenience and necessity require the proposed taxi service within the City of Enid.
2. The financial responsibility of the applicant and the likelihood that the taxi service will be permanent, responsible and satisfactory.
3. The number, kind, type and condition of equipment, including the year, make, model and service life of the vehicle.
4. The rates proposed to be charged.
5. The number of taxis (or other public conveyance vehicles) operating in the City and any increase in traffic congestion and demand for increased parking spaces that may result, as well as whether the safe use of the streets by the public, both vehicles and pedestrians, will be preserved.
6. The character, experience and responsibility of the applicant.
7. Any other relevant facts as the Mayor and Board of Commissioners may deem advisable and necessary.

**RECOMMENDATION:**

Consider issuing a Public Conveyance license to Patrick Cecil Norton, D/B/A Sundown Town Taxi.

**PRESENTER:**

Andrea Chism, City Attorney.

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**City Commission Meeting**

8. 7.

**Meeting Date:** 09/20/2016

**Submitted By:** Erin Crawford, Chief Financial Officer

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**SUBJECT:**

**CONSIDER A RESOLUTION INCREASING THE 2016-2017 GENERAL FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$200,000.00 TO PURCHASE PROPERTY LOCATED AT 110 AND 112 EAST OWEN K. GARRIOTT ROAD.**

**BACKGROUND:**

This is a companion to items 9.14 and 12.1. This appropriation provides funding to purchase real property located at 110 and 112 East Owen K. Garriott Road at \$155,000.00, plus estimated closing costs of \$5,000.00, and environmental, inspection and demolition costs of \$40,000.00, to allow for green space between East Owen K. Garriott Road and the Enid Event Center. The funding will be paid from the General Fund Capital Replacement Department with a revenue transfer from the Enid Municipal Authority.

**RECOMMENDATION:**

Approve Resolution.

**PRESENTER:**

Erin Crawford, Chief Financial Officer.

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**Fiscal Impact**

**Budgeted Y/N:** N

**Amount:** \$200,000.00

**Funding Source:**

Enid Municipal Authority.

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**Attachments**

Resolution

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RESOLUTION

A RESOLUTION AMENDING THE 2016-2017 GENERAL FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$200,000.00 TO INCREASE THE 2016-2017 APPROPRIATED AMOUNTS FOR THE GENREAL FUND CAPITAL REPLACEMENT DEPARTMENT.

WHEREAS, the City Commission approved purchasing real property located at 110 & 112 East Owen K. Garriott and include closing costs, environmental inspections and demolition of said properties to allow for green space between Owen K. Garriott and the Enid Event Center; and

WHEREAS, the appropriated amounts for the 2016-2017 General Fund Capital Replacement Department in the General Fund must be increased by \$200,000.00 to provide funding for the property purchase and demolition; and

WHEREAS, funds will be transferred from the Enid Municipal Authority to the General Fund General Fund Capital Replacement Department to provide the necessary funding;

AND NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA, THAT THE CITY OF ENID 2016-2017 BUDGET BE AMENDED TO INCREASE THE APPROPRIATIONS FOR THE CAPITAL IMPROVEMENT FUND CAPITAL IMPROVEMENT DEPARTMENT:

FUND 10 GENERAL FUND	
Revenues	\$200,000.00
Capital Replacement Department	\$200,000.00

Adopted this 20th day of September 2016.

\_\_\_\_\_  
Mayor

(Seal)

ATTEST:

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

**City Commission Meeting**

8. 8.

**Meeting Date:** 09/20/2016

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

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**SUBJECT:**

**CONSIDER A RESOLUTION INCREASING THE CITY OF ENID'S 2016-2017 SANITARY SEWER CAPITAL IMPROVEMENT FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$413,861.00 FOR THE OAKWOOD ROAD SANITARY SEWER RELIEF LINE, PROJECT NO. S-1508A.**

**BACKGROUND:**

This is a companion item to 9.6 and 12.2. This appropriation provides funding to construct the Oakwood Road sanitary sewer relief line project. Funds are available in the sanitary sewer fund balance to appropriate the additional funds.

**RECOMMENDATION:**

Approve resolution.

**PRESENTER:**

Erin Crawford, Chief Financial Officer.

---

**Fiscal Impact**

**Budgeted Y/N:** N

**Amount:** \$413,861.00.

**Funding Source:**

Sanitary Sewer Fund Balance.

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**Attachments**

SSCIF Budget Resolution

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RESOLUTION

A RESOLUTION AMENDING THE 2016-2017 SANITARY SEWER CAPITAL IMPROVEMENT FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$413,861.00 TO INCREASE THE 2016-2017 APPROPRIATED AMOUNTS FOR THE SANITARY SEWER CAPITAL IMPROVEMENT DEPARTMENT.

WHEREAS, the City of Enid will place a new 18" sanitary sewer relief line for approximately 1000 feet along south Oakwood Road. The existing 12" pipe has reached its design capacity thereby limiting development. Completion of the relief line will allow full development and allow for taking the old 12" line out of service in the future; and

WHEREAS, these funds are available through the Sanitary Sewer Capital Improvement Fund balance;

AND NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA, THAT THE CITY OF ENID 2016-20174 BUDGET BE AMENDED TO INCREASE THE APPROPRIATIONS FOR THE SANITARY SEWER CAPITAL IMPROVEMENT FUND SANITARY SEWER CAPITAL IMPROVEMENT DEPARTMENT:

FUND 42 SANITARY SEWER CAPITAL IMPROVEMENT FUND	
Revenues	\$413,861.00
Sanitary Sewer Capital Improvement Department	\$413,861.00

Adopted this 20<sup>th</sup> day of September 2016.

\_\_\_\_\_  
Mayor

(Seal)

ATTEST:

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

**City Commission Meeting**

8. 9.

**Meeting Date:** 09/20/2016

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

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**SUBJECT:**

**CONSIDER 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-4, ENTITLED "MEADOWLAKE GOLF COURSE, ADMISSION PRICES," TO INCREASE CERTAIN GREEN FEES, MEMBERSHIP FEES AND CART FEES AND REMOVING ADDITIONAL HOUSEHOLD MEMBER RATES; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.**

**BACKGROUND:**

The consultant that reviewed the golf course made several recommendations, including increasing rates. This ordinance captures those recommendations. Green fees, cart fees and membership fees are being increased. The membership year is changing to line up with the City's fiscal year.

**RECOMMENDATION:**

Approve ordinance.

**PRESENTER:**

Andrea L. Chism, City Attorney.

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**Attachments**

Golf Rates Ordinance

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ORDINANCE NO. 2016-\_\_\_\_\_

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-4, ENTITLED "MEADOWLAKE GOLF COURSE, ADMISSION PRICES," TO INCREASE CERTAIN GREEN FEES, MEMBERSHIP FEES AND CART FEES AND REMOVING ADDITIONAL HOUSEHOLD MEMBER 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-4 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

**2-6C-4: MEADOWLAKE GOLF COURSE, ADMISSION PRICES:**

The following fees shall be charged for the services at Meadowlake Golf Course (~~such fees include~~ state and local taxes will be added to all fees):

A. Green Fees: (All green fee charges are for 18 holes unless specified otherwise.)

	Price
<b>Green fees:</b>	
Monday through Friday	\$22.00
Saturday, Sunday and legal holidays	26.00
Twilight rate (shall apply 3 hours before sunset):	
Monday through Friday	11.50
Saturday, Sunday and legal holidays	<del>12.75</del> <u>13.50</u>
Additional 18 hole round fee	10.25
<b>Junior green fees (a junior is an <del>individual</del> <u>person</u> age 17 or younger):</b>	
Monday through Friday	6.25



Saturday, Sunday and legal holidays	7.75
Junior high golf team - no green fees <del>per round Monday through Friday</del> when accompanied by golf coach, during golf season only, <u>weekdays only</u> - coaches will limit team members to 15 and provide list to pro shop	
Senior high golf team - no green fees when accompanied by golf coach <del>at Meadowlake</del> , during golf season only, weekdays only	
Competitive junior and senior high golf matches - no green fees	
<b>Senior green fees (a senior is a person who has attained the age of 65 years):</b>	
Monday through Friday	16.75
- <del>Seniors must pay regular green fees on Saturday, Sunday and legal holidays-</del>	
Additional <u>18 hole</u> round fee for seniors	8.25
<u>Saturday, Sunday and legal holidays</u>	<u>26.00</u>
<u>Additional 18 hole round fee on Saturday, Sunday and legal holidays</u>	<u>10.25</u>
<b><u>9 hole green fees (60% of Rack Rate):</u></b>	
Monday through Friday	<del>12.50</del> <u>13.20</u>
Monday through Friday (for seniors)	<del>9.75</del> <u>10.05</u>
Saturday, Sunday and legal holidays	<del>14.75</del> <u>15.60</u>
<b><u>Military green fees (15% off for Active Duty Military Members):</u></b>	
<u>Monday through Friday</u>	<u>18.70</u>
<u>Saturday, Sunday and legal holidays</u>	<u>22.10</u>
<u>Driving Range Bucket (increases to \$4.00 on April 1, 2017)</u>	<u>3.00</u>

B. Membership Fees: (All memberships run from July 1st through June 30th annually. No surcharge is charged for membership play.)

	<b><u>Price Per Membership</u></b>
--	------------------------------------

<b>Membership fees:—Annual Memberships from June 1st to May 31st every year.</b>		
<b><u>Regular Memberships:</u></b>		
Single unlimited (covers green fees for 1 person for <del>a</del> -1 year period, <del>without surcharges</del> )		<del>1,000</del> <u>1,200.00</u>
<u>Single unlimited with cart (\$800 fee)</u>		<u>2,000.00</u>
<u>Couple unlimited (covers green fees for 2 people in the same household for 1 year)</u>		<u>1,500.00</u>
<u>Couple unlimited with cart (\$1,000 fee)</u>		<u>2,500.00</u>
- <del>For each additional household member. To gain the advantage of the additional household member, you must be a spouse, a child 18 years of age or younger or be a student under the age of 21 living in the household.</del>		<del>500.00</del>
<b>Senior memberships (a senior is <del>an individual person who has or will reach the age of</del><u>will be 65 or is older than 65 years of age or older</u> on or before July 1 of the year for which membership is sought):</b>		
Senior unlimited <del>membership</del> (covers green fees for 1 person <del>senior</del> for <del>a</del> 1 year <del>period, without surcharges</del> )		<del>800.00</del> <u>950.00</u>
<u>Senior unlimited with cart (\$725 fee)</u>		<u>1,675.00</u>
<u>Senior couple unlimited (covers green fees for 2 seniors in the same household for 1 year)</u>		<u>1,400.00</u>
<u>Senior couple unlimited with cart</u>		<u>2,400.00</u>
- <del>For each additional household member. To gain the advantage of the additional household, you must be a spouse, a child 18 years of age or younger or be a student under the age of 21 living in the household.</del>		<del>400.00</del>
<b>Junior membership (a junior is an individual age 17 or younger on July 1 of the year for which membership is sought):</b>		
Juniors, play must occur Monday through Friday and weekends, after 3:00 P.M. ( <del>with \$2.00 surcharge for each round</del> <u>covers green fees for 1 junior for 1 year</u> )		275.00
<b>Corporate memberships (<u>minimum of 3 memberships per company</u>):</b> <del>Corporate memberships are available at 20% off the</del>		

<del>regular membership rates-</del>		
	<a href="#">Corporate unlimited (covers green fees for 1 employee for 1 year)</a>	<a href="#">1,000.00</a>
	<a href="#">Corporate unlimited with cart (\$800.00 fee)</a>	<a href="#">1,800.00</a>
<b>City of Enid employee memberships:</b>		
	City of Enid employee <del>membership</del> , unlimited (covers green fees for 1 city employee for 1 year, <del>no surcharges</del> )	<del>400.00</del> <a href="#">700.00</a>
	<a href="#">City of Enid employee unlimited with cart (\$800.00 fee)</a>	<a href="#">1,500.00</a>
	<a href="#">City of Enid employee couple unlimited (covers green fees for 1 City employee and 1 household member for 1 year)</a>	<a href="#">1,050.00</a>
	<a href="#">City of Enid employee couple unlimited with cart (\$1,000.00 fee)</a>	<a href="#">2,050.00</a>
-	<del>For each additional household member</del>	<del>200.00</del>
<b><u>Military memberships (Active Duty Military Members):</u></b>		
	<a href="#">Military unlimited (covers green fees for 1 active duty military member for 1 year)</a>	<a href="#">1,000.00</a>
	<a href="#">Military unlimited with cart (\$800.00 fee)</a>	<a href="#">1,800.00</a>
	<b><u>Range only membership:</u></b>	<a href="#">260.00</a>
Prorating of memberships: All prorating for regular or senior memberships will be done for first time members only <a href="#">with a commitment through the following fiscal year</a> ; senior memberships may not be prorated from regular memberships. <a href="#">Monthly ACH payments available.</a>		

C. Golf Cart Fees:

	<u>Price</u>	
<b>Golf cart fees, regular rates:</b>		
-	<del>18 holes of golf, with 2 or more occupants-</del>	<del>\$26.00</del>
-	<del>9 holes of golf, with 2 or more occupants-</del>	<del>16.00</del>
	18 holes of golf, 1 occupant	<del>13.00</del> <a href="#">14.00</a>

	9 holes of golf, 1 occupant	<del>8.00</del> 8.50
<b>Golf cart fees, senior rates</b> (a senior is an individual who has attained the age of 65 years) <sup>1</sup> :		
	<del>18 holes of golf, with 2 or more occupants-</del>	<del>21.50</del>
	<del>9 holes of golf, with 2 or more occupants-</del>	<del>15.00</del>
	18 holes of golf, 1 occupant, <u>Monday through Friday-</u>	<del>10.75</del> 11.75
	9 holes of golf, 1 occupant, <u>Monday through Friday-</u>	7.50
	<u>18 holes of golf, 1 occupant, Saturday, Sunday and legal holidays</u>	14.00
	<u>9 holes of golf, 1 occupant, Saturday, Sunday and legal holidays</u>	8.50

**Note:**

~~1. Senior rates are applicable to weekday play only. Seniors shall pay regular rates for weekends and holiday play.~~

- D. Locker Rental Fee: Seventy dollar (\$70.00) fee for one year.
- E. Discounts: The golf professional at Meadowlake Golf Course may, with the approval of the City Manager or his designee, institute winter rates, run specials, offer coupons, and provide discounts on the fees charged at Meadowlake.
- F. Waiver of Fee: For good cause shown, the golf fees required in this section may be waived by the City Manager. (Ord. 2013-8, 2-21-2013)

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-4 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 \_\_\_\_\_, 2016.

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

**Meeting Date:** 09/20/2016

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

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**SUBJECT:**

CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 2, ENTITLED "FINANCE AND TAXATION, CHAPTER 5, ENTITLED "MUNICIPAL TAXES," ARTICLE A, ENTITLED "SALES TAX," TO IMPOSE A THREE QUARTERS OF ONE PERCENT (0.75%) SALES TAX AND A ONE QUARTER OF ONE PERCENT (0.25%) SALES TAX ON THE GROSS PROCEEDS OR GROSS RECEIPTS DERIVED FROM ALL SALES TAXABLE UNDER THE OKLAHOMA SALES TAX CODE TO FUND CAPITAL EXPENDITURES PERTAINING TO WATER SYSTEM IMPROVEMENTS RELATED OR INCIDENTAL TO THE CONSTRUCTION OF A WATER TRANSMISSION PIPELINE FROM KAW LAKE TO ENID AND RELATED WATER TREATMENT, STORAGE AND DISTRIBUTION FACILITIES; AMENDING TITLE 2, ENTITLED "FINANCE AND TAXATION," CHAPTER 5, ENTITLED "MUNICIPAL TAXES," ARTICLE C, ENTITLED "USE TAX," TO IMPOSE A RATE EQUAL TO THE PREVAILING TOTAL OF ALL SALES TAXES LEVIED BY THE MUNICIPALITY ON THE STORAGE, USE OR OTHER CONSUMPTION OF TANGIBLE PERSONAL PROPERTY PURCHASED OR BROUGHT INTO THE CITY OF ENID AND TO PROVIDE FOR THE AUTOMATIC CHANGE IN USE TAX RATE UPON A CHANGE IN SALES TAX RATE; AMENDING CHAPTER 6, ENTITLED "FEE SCHEDULE," ARTICLE B, ENTITLED "BUSINESS RELATED FEES," SECTION 2-6B-1, ENTITLED "MUNICIPAL TAXES," TO UPDATE THE SALES USE TAX RATES; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, CODIFICATION, AND EFFECTIVE DATE.

**BACKGROUND:**

This ordinance will increase the City's sales and use taxes by .75% effective January 1, 2017, and extends a .25% sales and use tax effective April 1, 2018, in accordance with the results of the August 23, 2016, election. Both the .75% sales and use tax and the .25% sales and use tax will expire on March 31, 2052.

**RECOMMENDATION:**

Approve ordinance.

**PRESENTER:**

Andrea L. Chism, City Attorney.

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**Attachments**

Ordinance

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ORDINANCE NO. 2016-\_\_\_\_\_

CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 2, ENTITLED "FINANCE AND TAXATION, CHAPTER 5, ENTITLED "MUNICIPAL TAXES," ARTICLE A, ENTITLED "SALES TAX," TO IMPOSE A THREE QUARTERS OF ONE PERCENT (0.75%) SALES TAX AND A ONE QUARTER OF ONE PERCENT (0.25%) SALES TAX ON THE GROSS PROCEEDS OR GROSS RECEIPTS DERIVED FROM ALL SALES TAXABLE UNDER THE OKLAHOMA SALES TAX CODE TO FUND CAPITAL EXPENDITURES PERTAINING TO WATER SYSTEM IMPROVEMENTS RELATED OR INCIDENTAL TO THE CONSTRUCTION OF A WATER TRANSMISSION PIPELINE FROM KAW LAKE TO ENID AND RELATED WATER TREATMENT, STORAGE AND DISTRIBUTION FACILITIES; AMENDING TITLE 2, ENTITLED "FINANCE AND TAXATION," CHAPTER 5, ENTITLED "MUNICIPAL TAXES," ARTICLE C, ENTITLED "USE TAX," TO IMPOSE A RATE EQUAL TO THE PREVAILING TOTAL OF ALL SALES TAXES LEVIED BY THE MUNICIPALITY ON THE STORAGE, USE OR OTHER CONSUMPTION OF TANGIBLE PERSONAL PROPERTY PURCHASED OR BROUGHT INTO THE CITY OF ENID AND TO PROVIDE FOR THE AUTOMATIC CHANGE IN USE TAX RATE UPON A CHANGE IN SALES TAX RATE; AMENDING CHAPTER 6, ENTITLED "FEE SCHEDULE," ARTICLE B, ENTITLED "BUSINESS RELATED FEES," SECTION 2-6B-1, ENTITLED "MUNICIPAL TAXES," TO UPDATE THE SALES USE TAX RATES; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, CODIFICATION, AND EFFECTIVE DATE.

ORDINANCE

Section I: That Title 2, Chapter 5, Article A, Section 2-5A-5, of the Enid Municipal Code, 2014, is hereby amended to read as follows:

**2-5A-5: TAXES IMPOSED; EFFECTIVE DATES; PURPOSES:**

An excise tax in the amount specified in subsection [2-6B-1A](#) of this title is hereby levied upon the gross proceeds or gross receipts derived from all sales taxable under the Oklahoma sales tax code, including the following:

A. Additional One Percent Sales Tax; Purpose; Termination<sup>2</sup>:

It is hereby declared that the additional one percent (1%) sales tax levied by the ordinance codified herein shall be in addition to all other sales tax levied by the city and said sales tax proceeds shall be transferred to the Enid municipal authority to be used for capital improvements benefiting the city of Enid, Oklahoma, including, but not limited

to: the payment of debt service on any indebtedness incurred by the authority for said purposes, including principal, interest and any reserve requirements; provided that the additional one percent (1%) sales tax provided for hereby shall terminate and shall cease to be levied after March 31, 2042.

B. Additional One-Fourth Of One Percent Sales Tax For Roads And Streets; Purpose And Termination<sup>3</sup>:

There is hereby imposed an excise tax of one-fourth of one percent ( $\frac{1}{4}\%$ ) in addition to any and all other excise tax which is now in force to be levied upon the gross proceeds or receipts derived from all sales taxable under the Oklahoma sales tax code. The purpose of this tax is to provide revenues for the following purposes:

1. During the first eight (8) years of collection (April 1, 2003 - March 31, 2011) of the one-fourth of one percent ( $\frac{1}{4}\%$ ) excise tax, the revenues generated pursuant to said tax will be split with fifty percent (50%) being placed in the city's street improvement fund to be used as set forth in subsection B1a of this section. The remaining fifty percent (50%) of the proceeds will be used for construction or improvement of public school facilities or debt service in connection with construction or improvement of public school facilities as set forth in subsection B1b of this section.

a. The proceeds of the city excise tax referenced in subsection B1 of this section that are placed in the city street improvement fund shall only be used to design, engineer, construct, improve, and maintain the roads and streets listed below:

Breckinridge Road from 66th Street to 78th Street.

Chestnut Avenue from Cleveland Street to Van Buren Street.

Cleveland Street from Garriott Road to Fox Drive.

Fox Drive from Cleveland Street to Van Buren Street.

Independence Avenue from Chestnut Avenue to Willow Road.

Maine Avenue from Van Buren Street to 4th Street.

Pride Drive from Van Buren Street to Fox Drive.

Randolph Avenue from Cleveland Street to Oakwood Road.

Randolph Avenue from 19th Street to 25th Street.

Randolph Avenue from 30th Street to 42nd Street.



Washington Street from Garriott Road to Randolph Avenue.

Willow Road from 42nd Street to 54th Street.

16th Street from Chestnut Avenue to Birch Avenue.

Provided, however, that upon completion of the improvement of the above named streets and roads, if there are any unspent collected revenues, same shall be used only to fund right of way acquisition, utility relocations, and the local portion of engineering and construction costs for the streets and roads listed below:

Garriott Road widening from Johnson Street to Jackson Street.

Willow Road widening from Cleveland Street to Oakwood Road.

and to improve and/or maintain the streets listed in ordinance 98-26 and ordinance 2002-23 and/or additional streets in the city arterial street system as identified by the arterial street condition inspection report.

- b. The proceeds of the city excise tax referenced in subsection B1 of this section that are designated for the public schools shall be used for construction or improvement of public school facilities or debt service in connection with construction or improvement of public school facilities for the following Garfield County independent school districts: Enid 57, Chisholm 42, Pioneer/Pleasant Vale 56, Drummond 95, Kremlin-Hillsdale 18, Waukomis 1, and Garber 47. The amounts allocated to each school district shall be based on the relative student population of each school district in the city. The percentages of the tax allocated to each school district shall be established on or about April 1, 2003, and shall remain the same for the fifteen (15) year duration of the tax.

2. During the last seven (7) years of collection (April 1, 2011 - March 31, 2018) of the one-fourth of one percent ( $\frac{1}{4}\%$ ) excise tax, one hundred percent (100%) of the revenues generated pursuant to said tax shall be made available to those schools listed in subsection B1b of this section and same shall be allocated and utilized as set forth in subsection B1b of this section.

Provided further that the additional one-fourth of one percent ( $\frac{1}{4}\%$ ) excise tax provided for hereby shall terminate on March 31, 2018.

C. Additional One-Fourth Of One Percent Sales Tax; Purpose And Termination<sup>4</sup>:

It is hereby declared that an additional one-fourth percent ( $\frac{1}{4}\%$ ) sales tax levied beginning April 1, 2000, by the ordinance codified herein shall be in addition to the other

sales tax levied by ordinances 4021, 80-4, 82-14, and 98-26, as may be hereafter amended from time to time, and the proceeds of such sales tax shall be used:

1. To purchase real property and buildings to house a StarTek, Inc., facility to be located in Enid, Oklahoma, as will be further specified in an agreement(s) to be negotiated; and/or
2. To provide funds for inducing StarTek, Inc., to locate one of its facilities in Enid, Oklahoma, in consideration for the economic enrichment of the residents of Enid, Oklahoma, by the creation of new jobs and to pay off any indebtedness incurred by the Enid economic development authority for such purposes; and
3. Any incidental monies collected that are not required for the above stated purpose shall be utilized for payment of debt service on the obligations of the Enid municipal authority; provided, that the additional one-fourth percent ( $\frac{1}{4}\%$ ) sales tax shall terminate within thirty (30) days after the final payment on any indebtedness of the Enid economic development authority secured by this sales tax, but in no event to extend more than September 30, 2002<sup>5,6</sup>.

The following ordinances affect this subsection:

82-14 sections 3,4, April 8, 1982  
85-19 section 1, June 18, 1985  
87-16 section 3, April 16, 1987  
90-30 section 1, August 7, 1990  
91-04 section 1, January 15, 1991  
98-26 section 1, September 1, 1998  
99-38 section 1, November 8, 1999  
2000-23 section 1, August 15, 2000

D. Additional One-Fourth Of One Percent Sales Tax For Public Safety Purposes:

It is hereby declared that an additional one-fourth of one percent ( $\frac{1}{4}\%$ ) sales tax levied beginning April 1, 2001, by the ordinance codified herein shall be in addition to the other sales tax levied in this section, and the proceeds of such sales tax shall be separated, accounted for, and placed in the city public safety limited tax fund. Monies in said account shall be accumulated from year to year if not expended for the purpose herein provided and the interest which accrues in said fund shall be retained in the fund. The monies in said fund shall be expended only as accumulated and only for the limited purposes set forth herein.

Provided further, that one-half ( $\frac{1}{2}$ ) of the proceeds shall be expended for the fire department and one-half ( $\frac{1}{2}$ ) of the proceeds shall be expended for the police department.

Provided further, that at least thirty percent (30%) of the revenues generated by the tax will be spent on capital expenditures.

E. Continuation Of One-Fourth Of One Percent Sales Tax Levied Per Subsection C Of This Section; Purpose And Termination:

It is hereby declared that the one-fourth of one percent ( $\frac{1}{4}\%$ ) sales tax levied to provide funds to StarTek, Inc., pursuant to subsection C of this section, shall be continued and the proceeds of such sales tax shall be used as follows:

1. Upon receipt of the funds required for the benefits of StarTek, Inc., pursuant to subsection C of this section, all proceeds of said one-fourth of one percent ( $\frac{1}{4}\%$ ) sales tax shall be used for economic development through assistance in the retention of Vance Air Force Base by the construction of a new addition at and renovation of Eisenhower School located adjacent to Vance Air Force Base. Said proceeds shall be expended pursuant to the Eisenhower School agreement between the city and independent school district 57 of Garfield County, Oklahoma.
2. The one-fourth of one percent ( $\frac{1}{4}\%$ ) sales tax levied pursuant to this subsection shall continue until such time as there has been collected seven hundred thousand dollars (\$700,000.00), provided said sales tax shall be terminated and will cease to be levied no later than December 31, 2002.
3. Any incidental monies collected and not required for the purpose stated in this subsection shall be placed in the city's street improvement fund. (1994 Code § 31-20; amd. Ord. 2000-33, 12-5-2002; Ord. 2001-25, 10-2-2001; Ord. 2002-49, 12-9-2002; 2003 Code; Ord. 2007-37, 12-27-2007)

E. Continuation of One-Fourth Of One Percent Sales Tax Levied Per Subsection B of this Section; Purpose And Termination:

It is hereby declared that the one-fourth of one percent ( $\frac{1}{4}\%$ ) sales tax levied to fund street improvements and public school improvements, pursuant to subsection B of this section, shall be continued and the proceeds of such sales tax shall be used as follows:

1. All proceeds shall be used to fund capital expenditures pertaining to water system improvements related or incidental to the construction of a water transmission pipeline from Kaw Lake to Enid and related water treatment, storage, and distribution facilities and debt service in connection with the financing of said facilities.
2. The one-fourth of one percent ( $\frac{1}{4}\%$ ) sales tax levied pursuant to this subsection shall be terminated and will cease to be levied no later than March 31, 2052.

F. Additional Three-Fourths of One Percent Sales Tax; Purpose and Termination:

It is hereby declared that an additional three-fourths of one percent (3/4%) sales tax levied beginning January 1, 2017, by the ordinance codified herein shall be in addition to the other sales tax levied in this section, and the proceeds of such sales tax shall be used as follows:

1. All proceeds shall be used to fund capital expenditures pertaining to water system improvements related or incidental to the construction of a water transmission pipeline from Kaw Lake to Enid and related water treatment, storage, and distribution facilities and debt service in connection with the financing of said facilities.
2. The three-fourths of one percent (3/4%) sales tax levied pursuant to this subsection shall be terminated and will cease to be levied no later than March 31, 2052.

Section II: That Title 2, Chapter 5, Article C, Section 2-5C-16, of the Enid Municipal Code, 2014, is hereby created to read as follows:

**2-5C-16: AUTOMATIC CHANGE IN USE TAX RATE UPON CHANGE IN SALES TAX RATE:**

The rate of excise tax levied pursuant to this Ordinance shall automatically adjust to match the prevailing sales tax rate levied by the municipality, such change in use tax rate to be effective on the date the change in the prevailing sales tax rate takes effect, and such change in use tax rate not requiring further approval of the governing body of the municipality.

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

**2-6B-1: MUNICIPAL TAXES:**

- A. Sales Tax: The tax levied in section 2-5A-5 of this title shall be as follows, as of July 2003:

Two percent (2%) - city unrestricted sales tax;

One percent (1%) - capital improvements, including payment of debt service<sup>1</sup>;

One-fourth of one percent (<sup>1</sup>/<sub>4</sub>%) - public safety;

One-fourth of one percent (<sup>1</sup>/<sub>4</sub>%) - streets and schools (Beginning April 1, 2018, for capital expenditures related or incidental to the construction of a water transmission pipeline from Kaw Lake to Enid);

for a total of ~~three and five tenths~~four and one-quarter percent (~~3.54.25~~%).

- B. Hotel Tax: The tax levied in section 2-5B-4 of this title shall be eight percent (8%).
- C. Use Tax: The tax levied in section 2-5C-2 of this title shall be ~~three and one-half percent (3.50%)~~the prevailing total of all sales taxes levied by the City of Enid on the purchase price of such property. (Ord. 2006-26, 11-21-2006; amd. Ord. 2007-37, 12-27-2007)

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

Section V: 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 VI: 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 VII: Codification. This ordinance shall be codified as Title 2, Chapter 6, Article C, Section 2-6C-9 of the Enid Municipal Code, 2014.

Section VIII: Effective Date. This ordinance shall be effective from and after January 1, 2017.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this 20th day of September, 2016.

CITY OF ENID, OKLAHOMA

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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. 11.

**Meeting Date:** 09/20/2016

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

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**SUBJECT:**

**CONSIDER A RESOLUTION AUTHORIZING THE CITY OF ENID TO TAKE ANY AND ALL ACTIONS NECESSARY TO ACCEPT GRANT FUNDS FROM THE OKLAHOMA DEPARTMENT OF TOURISM & RECREATION DEPARTMENT FOR THE RECREATIONAL TRAILS PROGRAM GRANT FUNDED BY THE FEDERAL HIGHWAY ADMINISTRATION FOR A TRAIL HEAD FACILITY AT GOVERNMENT SPRINGS SOUTH PARK.**

**BACKGROUND:**

The City of Enid has received a Recreational Trails Grant in the amount of \$160,000.00 from the Federal Highway Administration, administered through the Oklahoma Department of Tourism and Recreation. A Notice of Intent must be submitted to the Oklahoma Historical Preservation Office and to the Oklahoma Archeological Survey before the City begins the pre-award inspection and site specific environmental review process for this project. The project will be located at Government Springs South Park, and will require a 20% match by the City.

**RECOMMENDATION:**

Consider resolution.

**PRESENTER:**

Stephanie Carr, Grants Administrator.

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**Attachments**

Resolution

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**RESOLUTION**

**A RESOLUTION AUTHORIZING THE CITY OF ENID TO TAKE ANY AND ALL ACTIONS NECESSARY TO ACCEPT GRANT FUNDS FROM THE OKLAHOMA DEPARTMENT OF TOURISM & RECREATION DEPARTMENT FOR THE RECREATIONAL TRAILS PROGRAM GRANT FUNDED BY THE FEDERAL HIGHWAY ADMINISTRATION FOR A TRAIL HEAD FACILITY AT GOVERNMENT SPRINGS SOUTH PARK.**

**WHEREAS**, in January 2016, the Federal Highway Administration made available grants through the Oklahoma Department of Tourism and Recreation for Recreational Trails Program to which municipalities may apply;

**WHEREAS**, the City of Enid prepared a grant application requesting maximum allowable funding in the amount of One Hundred Sixty Thousand Dollars (\$160,000.00) and has been awarded grant funding in the amount of One Hundred Sixty Thousand Dollars (\$160,000.00) contingent upon submission of Notification of Intent and pre-award inspection of site selected for the trail head project at Government Springs South Park;

**WHEREAS**, the Recreational Trails Program requires a twenty percent (20%) match by the City of Enid of at least Thirty-Two Thousand Dollars (\$32,000.00);

**NOW, THEREFORE, BE IT RESOLVED** by the City of Enid by and through its Mayor and Board of Commissioners that the City of Enid should take any and all actions necessary to receive the approved grant funding through the Oklahoma Department of Tourism for Recreational Trails Program to construct a Trail Head facility at Government Springs South Park in the amount of Two Hundred Thousand Dollars (\$200,000.00) total project cost and the Mayor is hereby authorized to execute any and all documents necessary toward that end.

**PASSED AND APPROVED** this 20th day of September 2016.

The 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

**City Commission Meeting**

9. 1.

**Meeting Date:** 09/20/2016

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

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**SUBJECT:**

**ACCEPT UTILITY EASEMENTS AND RIGHTS-OF-WAY FROM BOBSFARM, INC., ENID, OKLAHOMA.**

**BACKGROUND:**

This item will accept public utility easements and rights-of-way at nine locations, providing access between an existing sanitary sewer line and Bobsfarm. The easements will allow for future extension of utilities across the old railroad right-of-way south of Bobsfarm, between South Oakwood Road and South Garland Road. These easements are provided at no cost to the city.

**RECOMMENDATION:**

Accept easements.

**PRESENTER:**

Robert Hitt, PE, City Engineer.

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**City Commission Meeting**

9. 2.

**Meeting Date:** 09/20/2016

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

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**SUBJECT:**

**APPROVE CHANGE ORDER NO. 6 WITH C-P INTEGRATED SERVICES, INC., OKLAHOMA CITY, OKLAHOMA, IN THE DEDUCT AMOUNT OF \$3,150.00, AND ACCEPT THE EAST BROADWAY ADA RAMPS & TRAIL IMPROVEMENT PROJECT, PROJECTS NO. (R-1402B & M-1505).**

**BACKGROUND:**

This project constructed a 6-foot wide concrete trail along the south side of East Broadway Avenue, from 3rd Street to 16th Street, along with the construction of ADA ramps from 3rd Street to 16th Street, associated with the previous East Broadway Avenue mill and overlay project. Improvements to three intersections and removal of retaining walls were also included in this project.

Change Order No. 6 will deduct \$3,150.00 from the contract for additional work days not approved by the City, resulting in a final contract amount of \$575,918.87.

The contractor has completed all work and the project is presented for acceptance. There is a 3-year maintenance bond on this project.

**RECOMMENDATION:**

Approve Change Order No. 6 and accept project.

**PRESENTER:**

Jomara Ortiz, Project Engineer.

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**Attachments**

C-P Integrated Change Order

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## City of Enid Change Order

Project Title: East Broadway ADA Ramps & Trail  
 Project Number: M-1505 & R-1402B  
 Change Order No.: Six (6) & Final  
 Contractor: C-P Integrated Services, Inc.  
 Date: September 20, 2016

Description of work: Deduct additional calendar days not approved by the City.

No.	Quan.	Unit	Item	Unit Price	Total Price
<b>ADD</b>					
1	9.00	DAYS	Liquidated Damages	\$ (350.00)	\$ (3,150.00)
<b>TOTAL</b>					\$ (3,150.00)

Original Contract:	\$ 494,586.97
Revised Contract by any prior change orders:	\$ 579,068.87
Change Order - add	\$ (3,150.00)
Revised Contract:	\$ 575,918.87

Original Contract Time (Calendar Days):	125
Revised Contract Time by any prior change orders:	187
Change Order - additional days	0
Revised Contract Time (Calendar Days):	187

\_\_\_\_\_  
 City Engineer  
 Date: \_\_\_\_\_

*C-P Integrated Services*

Contractor \_\_\_\_\_  
 By: *James Pin*  
 Date: 9/14/16

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

**City Commission Meeting**

**9. 3.**

**Meeting Date:** 09/20/2016

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

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**SUBJECT:**

**ACCEPT SANITARY SEWER EASEMENTS FROM MILESTONE BUILDERS, LLC, ARDMORE, OKLAHOMA, FOR THE DEVELOPMENT OF BLOCKS 7 & 8, TARA ESTATES SUBDIVISION.**

**BACKGROUND:**

This item accepts a 5-foot Sanitary Sewer Easement and a 15-foot sanitary sewer easement to allow for the development of Blocks 7 & 8 Tara, Estates Subdivision.

These easements are required to realign the sanitary sewer main for this subdivision, located at the corner of Oakwood Road and Purdue Avenue, and are provided at no cost to the City.

**RECOMMENDATION:**

Accept Easements.

**PRESENTER:**

Robert Hitt, PE, City Engineer.

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**City Commission Meeting**

9. 4.

**Meeting Date:** 09/20/2016

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

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**SUBJECT:**

**ACCEPT WATER IMPROVEMENT PROJECT TO SERVE THE 81 RANCH ENID EVENT CENTER, LOCATED AT 5200 NORTH VAN BUREN STREET, PROJECT NO W-1512A.**

**BACKGROUND:**

This privately funded project has been constructed in accordance with City standards and as-built drawings have been received.

The development consists of installation of 1740 LF of 10-inch PVC and 679 Lf of 6" HDPE to serve 81 Ranch Enid Event Center.

The developer has completed all work and the project is presented for acceptance.

A one-year material and workmanship guarantee on this project will commence upon approval of this item.

**RECOMMENDATION:**

Accept project.

**PRESENTER:**

Robert Hitt, P.E., City Engineer.

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**City Commission Meeting**

9. 5.

**Meeting Date:** 09/20/2016

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

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**SUBJECT:**

**ACCEPT OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) PERMIT TO CONSTRUCT A SEWER LINE FOR LOT 3A, BLOCK 1, BOBSFARM 8TH ADDITION, PROJECT NO. S-1611A.**

**BACKGROUND:**

ODEQ approved a permit to construct 385 linear feet of 8-inch PVC to serve Lot 3A, Block 1, Bobsfarm 8th Addition.

Upon acceptance of Permit No. SL000024160641 by the Commission, it will be recorded as a permanent record.

**RECOMMENDATION:**

Accept ODEQ Permit.

**PRESENTER:**

Lucky Airehrour, Project Engineer.

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**City Commission Meeting**

9. 6.

**Meeting Date:** 09/20/2016

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

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**SUBJECT:**

**AWARD A CONTRACT TO LUCKINBILL INC., ENID, OKLAHOMA, IN THE AMOUNT OF \$413,861.00, FOR THE OAKWOOD ROAD SANITARY SEWER RELIEF LINE, PROJECT NO. S-1508A, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS AFTER REVIEW BY THE CITY ATTORNEY.**

**BACKGROUND:**

This is a companion item to 8.8 and 12.2. This project will place a new 18-inch sanitary sewer relief line for approximately 1000 feet along South Oakwood Road. The existing 12-inch pipe has reached its design capacity, thereby limiting development on the West Garriott area.

Six bids were received as follows:

Mies Construction, Inc.	\$779,955.00
Nowak Construction Co.	\$778,547.50
Matthews Trenching	\$667,137.00
Cimarron Construction Company	\$622,690.00
Downey Contracting, L.L.C.	\$483,814.00
Luckinbill, Inc.	\$413,861.00
<b>Engineer's Estimate</b>	<b>\$262,699.25</b>

Luckinbill, Inc. submitted the lowest, responsible bid in the amount of \$413,861.00.

**RECOMMENDATION:**

Award contract to Luckinbill, Inc., in the amount of \$413,861.00, and authorize the Mayor to execute all contract documents after review by the City Attorney.

**PRESENTER:**

Lucky Airehrour, Project Engineer

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**Attachments**

Canvass of Bids.

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FROM: Ashley Keim  
DATE: September 12, 2016

PAGE 1 OF 2

CANVASS OF BIDS  
for  
**Sanitary Sewer Relief Line - Basin 2G**  
**Project Number S-1508A**

<u>FIRM NAME AND ADDRESS</u>	<u>PRODUCT/SERVICE BID</u>	<u>PRICE</u>
<b>Luckinbill, Inc.</b> <b>P.O. Box 186</b> <b>Enid, OK 73702</b>	<b>Base Bid</b>	<b>\$ 413,861.00</b>

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

DEVIATIONS: **The extended price on item 17 was incorrectly extended.**

<b>Downey Contracting, L.L.C.</b> <b>3217 N.E. 63<sup>RD</sup> St.</b> <b>Oklahoma City, OK 73121</b>	<b>Base Bid</b>	<b>\$ 483,814.00</b>
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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.**

<b>Cimarron Construction Company</b> <b>7409 NW 85<sup>th</sup> St.</b> <b>Oklahoma City, OK 73132</b>	<b>Base Bid</b>	<b>\$ 622,690.00</b>
--	-----------------	----------------------

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.**

<b>Matthews Trenching</b> <b>P.O. Box 15479</b> <b>Oklahoma City, OK 73155</b>	<b>Base Bid</b>	<b>\$667,137.00</b>
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Bid meets or exceeds all major specifications:  X  YES  \_  NO  
Bid meets or exceeds all minor specifications:  \_  YES  X  NO

DEVIATIONS: **The bid envelop was incorrectly labeled.**

<b>Nowak Construction Co., Inc.</b> <b>P.O. Box 218</b> <b>200 South Goddard Road</b> <b>Goddard, KS 67052</b>	<b>Base Bid</b>	<b>\$778,547.50</b>
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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.**

Mies Construction, Inc.  
1919 Southwest Blvd.  
Wichita, KS 67213

Base Bid

\$779,955.00

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 Luckinbill Inc., in the amount of \$413,861.00.

**City Commission Meeting**

9. 7.

**Meeting Date:** 09/20/2016

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

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**SUBJECT:**

**ACCEPT OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) CONSTRUCTION PERMIT FOR THE OAKWOOD ROAD SANITARY SEWER RELIEF LINE, PROJECT NO. S-1508A.**

**BACKGROUND:**

ODEQ approved a permit to construct 1,032 linear feet of 18-inch and 71 linear feet of 8-inch PVC sanitary sewer line for the Oakwood Road sanitary sewer relief line, located in the Northeast and Southeast Quarters of Section 15, Township 22 North, Range 7 West, Garfield County, Oklahoma. The sanitary sewer line will be constructed along Oakwood Road, just south of U.S. 412.

Upon acceptance of Permit No. SL000024140632 by the Commission, it will be recorded as permanent record.

**RECOMMENDATION:**

Accept ODEQ Permit.

**PRESENTER:**

Lucky Airehrour, Project Engineer.

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**City Commission Meeting**

9. 8.

**Meeting Date:** 09/20/2016

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

**SUBJECT:**

**AWARD CONTRACT TO LUCKINBILL, INC., ENID, OKLAHOMA, FOR WATER LINE RELOCATION AT NORTH CLEVELAND STREET AND WEST CHESTNUT AVENUE, IN THE AMOUNT OF \$618,898.00, PROJECT NO. W-1406B, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS AFTER REVIEW BY THE CITY ATTORNEY.**

**BACKGROUND:**

This project will relocate existing 8-inch, 12-inch and 24-inch waterlines to clear the way for paving of the proposed Cleveland Street and Chestnut Avenue intersection improvement project. Relocation of utilities is required in advance of receiving State funding for road improvements.

The Base Bid covers the relocations of the lines. Alternate No. 1 adds a 16-inch gate valve at the east reconnection of the relocated 24-inch line for the purpose of reducing interruption of water service or maintenance. Alternate No. 2 adds the installation of a 54-inch casing under Cleveland Street allowing for future placement of a 48-inch water line required as part of the Kaw Lake water supply project.

Five bids were received as follows:

<b>Company</b>	<b>Base Bid</b>	<b>Alt #1</b>	<b>Alt #2</b>
Luckinbill, Inc.	\$580,398.00	\$14,250.00	\$24,250.00
Matthews Trenching Co., Inc.	\$794,743.00	\$25,000.00	\$80,025.00
Cimarron Construction Company	\$624,449.00	\$15,895.00	\$23,765.00
Nowak Construction Co., Inc.	\$888,030.00	\$26,000.00	\$46,560.00
Goins Enterprises	\$897,140.00	\$25,000.00	\$33,950.00

Luckinbill, Inc., submitted the lowest, responsible bid in the amount of \$618,898.00.

**RECOMMENDATION:**

Award contract to Luckinbill, Inc., for the Base Bid, Alternate No. 1 and Alternate No. 2 in the amount of \$618,898.00, and authorize the Mayor to execute all contract documents after approval by the City Attorney.

**PRESENTER:**

Murali Katta, Project Engineer

**Attachments**

Canvass of Bids

FROM: Ashley Keim  
DATE: September 15, 2016

PAGE 1 OF 1

CANVASS OF BIDS  
for  
**N. Cleveland St. & W. Chestnut Ave Intersection**  
**Project Number W-1406B**

<u>FIRM NAME AND ADDRESS</u>	<u>PRODUCT/SERVICE BID</u>	<u>PRICE</u>
<b>Luckinbill, Inc.</b>	<b>Base Bid</b>	<b>\$ 580,398.00</b>
<b>P.O. Box 186</b>	<b>Alternate 1</b>	<b>\$ 14,250.00</b>
<b>Enid, OK 73702</b>	<b>Alternate 2</b>	<b>\$ 24,250.00</b>

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

DEVIATIONS: **Did meet the specifications.**

<b>Matthews Trenching Co., Inc.</b>	<b>Base Bid</b>	<b>\$ 794,743.00</b>
<b>P.O. Box 15479</b>	<b>Alternate 1</b>	<b>\$ 25,000.00</b>
<b>Oklahoma City, OK 73155</b>	<b>Alternate 2</b>	<b>\$ 80,025.00</b>

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

DEVIATIONS: **Did meet the specifications.**

<b>Cimarron Construction Company</b>	<b>Base Bid</b>	<b>\$ 624,779.00</b>
<b>7409 NW 85<sup>th</sup> Street</b>	<b>Alternate 1</b>	<b>\$ 15,895.00</b>
<b>Oklahoma City, OK 73132</b>	<b>Alternate 2</b>	<b>\$ 23,765.00</b>

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.**

<b>Nowak Construction Co., Inc.</b>	<b>Base Bid</b>	<b>\$ 888,030.00</b>
<b>P.O. Box 218</b>	<b>Alternate 1</b>	<b>\$ 26,000.00</b>
<b>200 South Goddard Road</b>	<b>Alternate 2</b>	<b>\$ 46,560.00</b>
<b>Goddard, KS 67052</b>		

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.**

<b>Goins Enterprises</b>	<b>Base Bid</b>	<b>\$ 897,140.00</b>
<b>3255 N. County Lane 252</b>	<b>Alternate 1</b>	<b>\$ 25,000.00</b>
<b>Joplin, MO 64801</b>	<b>Alternate 2</b>	<b>\$ 33,950.00</b>

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 Luckinbill, Inc., in the amount of \$618,898.00.

**City Commission Meeting**

9. 9.

**Meeting Date:** 09/20/2016

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

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**SUBJECT:**

**ACCEPT QUIT CLAIM DEED FROM THE BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY, OKLAHOMA FOR LOT THREE (3), BLOCK NINE (9), WEATHERLY 6TH ADDITION TO THE CITY OF ENID.**

**BACKGROUND:**

On August 15, 2016, Mark Bolz, Chairman of the Board of County Commissioners of Garfield County conveyed the property at 424 South Monroe Street to the City of Enid at no cost to the City. There is a dilapidated home on the property needs to be removed. Additionally, the property is located in the floodplain. The County conveyed the property to the City so that the City can remove the structure and prohibit future development to protect the floodplain.

**RECOMMENDATION:**

Accept Quit Claim Deed.

**PRESENTER:**

Andrea L. Chism, City Attorney.

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**Attachments**

Quit Claim Deed

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INDIVIDUAL  
QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT Garfield County, State of Oklahoma, by Marc Bolz, Chairperson of the Board of the County Commissioners of said County party of the first part, in consideration of the sum of Ten and No/100----- dollars, and other valuable considerations, in hand paid, the receipt of which is herby acknowledged, does hereby quitclaim, grant, bargain, sell and convey unto City of Enid, Oklahoma, a municipal corporation, (RETURN DEED AND TAX STATEMENT TO: P.O. Box 1768, Enid, OK 73702 party of the second part, the following described real property and premises situate in Garfield County, State of Oklahoma, to-wit:

Lot Three (3), Block Nine (9), Weatherly 6<sup>th</sup> Addition to the City of Enid, Garfield County, Oklahoma, according to the recorded plat thereof.

Together with all the improvement thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said parties of the second part, their heirs and assigns forever.

Signed and delivered this 15 day of August, 2016.

Garfield County, State of Oklahoma,  
Board of County Commissioners of said  
County



Marc Bolz  
By Marc Bolz, Chairman

INDIVIDUAL ACKNOWLEDGEMENT – OKLAHOMA FORM

STATE OF OKLAHOMA,

COUNTY OF GARFIELD, SS.

The foregoing instrument was acknowledged before me this 15 day of August, 2016 by Marc Bolz, Chairperson of Garfield County, State of Oklahoma, Board of County Commissioners of said County.

My Commission expires: 5-24-19 Notary Public Linda Ross

Commission #: 03007790



**City Commission Meeting**

9. 10.

**Meeting Date:** 09/20/2016

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

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**SUBJECT:**

**CONSIDERATION AND DENIAL OF TORT CLAIM OF MICHELLE SHARP.**

**BACKGROUND:**

On or about July 29, 2016, Michelle Sharp submitted a tort claim for a plumbing bill in the amount of eighty dollars (\$80.00). The claim alleged that after City crews came by and looked at the meter, water started showing up. The City left a note on the door informing Ms. Sharp of the water leak and that the leak was on her side of the line. The City forwarded the claim to its insurer, Oklahoma Municipal Assurance Group (OMAG) which opened an investigation of the claim. The OMAG investigation shows that the City of Enid did not cause the leak in the water pipe on Ms. Sharp's side of the meter. OMAG found no liability on the City's part 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. 11.

**Meeting Date:** 09/20/2016

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

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**SUBJECT:**

**CONSIDERATION AND DENIAL OF TORT CLAIM OF DENISE ALVAREZ.**

**BACKGROUND:**

On or about August 3, 2016, Denise Alvarez submitted a tort claim for a plumber bill in the amount of two hundred eleven dollars (\$211.00). The claim alleged that Ms. Alvarez had a plumber come out to fix a blockage in the sewer line that ended up being a blockage from the City, not her residence. The City forwarded that claim to its insurer, Oklahoma Municipal Assurance Group (OMAG), which opened an investigation of the claim. The investigation showed that roots caused the backup and the City had no prior notice of the problem prior to the backup at 1343 E. Cherry Avenue. OMAG found no liability on the City's part and recommended that the City deny the claim.

**RECOMMENDATION:**

Deny tort claim.

**PRESENTER:**

Andrea L. Chism, City Attorney.

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**Meeting Date:** 09/20/2016

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

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**SUBJECT:**

**CONSIDERATION AND DENIAL OF TORT CLAIM OF LIBERTY MUTUAL INSURANCE.**

**BACKGROUND:**

The City of Enid received a tort claim dated August 2, 2016, from Liberty Mutual Insurance. Liberty Mutual Insurance submitted the tort claim for subrogation on behalf of their insured, William H. Shaw DBA William H. Shaw & Associates. According to the claim, the City is responsible for sewer lines that backed up and flooded causing damage totaling six thousand six hundred twenty-four dollars and forty-five cents (\$6,624.45) to their insured. The claim further states that upon payment of their insured's damages, they have the right to recover the amount from the City of Enid. The City Attorney investigated and found that the City was not liable as alleged because Title 51 O.S. Section 155, of the Governmental Tort Claims Act, Exemptions from Liability, Exemption #28 states: "The state or a political subdivision shall not be liable if a loss or claim results from any claim based on the theory of indemnification or subrogation." Additionally, the Governmental Tort Claims Act requires that any claim be "presented within one (1) year after the loss occurs" or "shall be forever barred." 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. 13.

**Meeting Date:** 09/20/2016

**Submitted By:** Erin Crawford, Chief Financial Officer

**SUBJECT:**

**AWARD A 48-MONTH LEASE AGREEMENT WITH LUBER BROTHERS, INC., OKLAHOMA CITY, OKLAHOMA, TO LEASE A TRIPLEX GREENS MOWER AND HEAVY DUTY UTILITY VEHICLE FOR MEADOWLAKE GOLF COURSE, AND AUTHORIZE THE CHIEF FINANCIAL OFFICER TO EXECUTE ALL DOCUMENTS AFTER REVIEW BY THE CITY ATTORNEY.**

**BACKGROUND:**

Current year budget appropriations included a new triplex greens mower and a heavy duty utility vehicle. Quotes were obtained from multiple companies with Luber Brothers providing the lowest cost bid on both pieces of equipment. It is recommended that a 48-month lease-purchase agreement be awarded to Luber Brothers, Inc. for both pieces of equipment.

Four quotes were received as follows:

<b>Vendor</b>	<b>Greens Mower</b>	<b>Heavy Duty Utility Vehicle</b>
Toro	\$46,430.54	\$21,494.43
Luber Brothers	\$30,000.00	\$15,897.00
P&K Equipment	\$30,766.32	N/A
Cutter Online	N/A	\$16,900.00

Payments for the greens mower will be \$690.60 per month with a \$1.00 purchase option, for a total of \$33,149.80. Payments for the heavy duty utility vehicle will be \$365.95 per month with a \$1.00 purchase option, for a total of \$17,565.60. A monthly combined payment of \$1,056.85 for 10 payments, totaling \$10,568.50 will be allocated from the current year budget. The financing will be handled through VGM Financial Services and lease documents are attached.

**RECOMMENDATION:**

Approve lease agreements, and authorize the Chief Financial Officer to execute all documents after review by the City Attorney.

**PRESENTER:**

Erin Crawford, Chief Financial Officer.

**Fiscal Impact**

**Budgeted Y/N:** Y

**Amount:** \$10,568.50.

**Funding Source:**

Golf Fund.

**Attachments**

Mower Lease Documents

Utility Vehicle Lease Documents



# Amendment to Master Lease Agreement

<b>Date: September 7, 2016</b>
The "Agreement": Master Lease Number <b>701654L</b> Dated <b>July 12, 2016</b>
"Lessee"
<b>City of Enid, Oklahoma, 401 West Owen K. Garriott Road, Enid, OK 73702</b>
"Lessor"
<b>VGM Financial Services, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926</b>

All capitalized terms used but not defined in this Amendment shall have the meanings set forth or referred to in the Contract.

Upon execution of this Amendment by Lessee and Lessor, the Agreement is hereby amended as follows:

- Appointment of Attorney-in-Fact.** The final sentence of Section 14 of the Agreement is hereby amended and restated in its entirety to read as follows:  

"Lessee also authorizes Lessor to add serial numbers or other forms of identification of the Equipment to the Lease and to make necessary corrections to the same."
- Assignment.** The first sentence of Section 18 of the Agreement is hereby amended and restated in its entirety to read as follows:  

"Lessee may not sublet, lend, assign, or pledge this Master Lease, any Lease, the Equipment, or any interest in any of them, or permit any lien or security interest thereon, in each case without the prior written consent of Lessor, to be provided in Lessor's sole and absolute discretion."
- General.** The first sentence of the second paragraph of Section 20 of the Agreement is hereby amended and restated in its entirety to read as follows:  


"Lessee authorizes, and represents that it has authorized Lessor, to obtain such credit bureau reports and make such other credit inquiries with respect to Lessee as Lessor deems appropriate throughout the term of any Lease."
- Governing Law; Venue of Litigation.** Section 22 of the Agreement is hereby amended and restated in its entirety to read as follows:  

"22. GOVERNING LAW; VENUE OF LITIGATION: BY SIGNING THIS MASTER LEASE AND/OR A LEASE, LESSEE AGREES THAT THIS MASTER LEASE, AND ALL MATTERS ARISING FROM THIS MASTER LEASE, INCLUDING ALL INTEREST AND FINANCE CHARGES HEREUNDER, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, FEDERAL LAW AND, TO THE EXTENT NOT PREEMPTED BY FEDERAL LAW, BY THE LAWS OF THE STATE OF OKLAHOMA (EXCLUDING CONFLICTS LAWS). LESSEE CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF STATE AND FEDERAL COURTS IN OKLAHOMA. LESSOR OR ITS ASSIGNEE AT ITS SOLE DISCRETION MAY ENFORCE THIS MASTER LEASE OR A LEASE IN ANY STATE OR FEDERAL COURT HAVING LAWFUL JURISDICTION THEREOF."

Except as specifically amended herein, all of the terms and conditions of the Agreement shall remain in full force and effect and are hereby ratified and affirmed.

This Amendment dated as of the date first set forth above shall not be effective until signed by Lessor.

Lessor: VGM Financial Services, a division of TCF National Bank      By: \_\_\_\_\_      Operations - T.C.

Lessee: City of Enid, Oklahoma       By: \_\_\_\_\_      Erin Crawford, CFO



# MASTER LEASE AGREEMENT

This "Master Lease": Master Lease Agreement Number 701654L Dated July 12, 2016	
"Lessee": City of Enid, Oklahoma, 401 West Owen K. Garriott Road, Enid, OK 73702	
Fax:(580) 234-8946	E-mail:
"Lessor": VGM Financial Services, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926	
Fax:319-833-4577	E-mail: customerservice@financediv.com

### Terms and Conditions -- READ CAREFULLY BEFORE SIGNING

VGM Financial Services, a division of TCF National Bank ("Lessor") and Lessee hereby enter into this Master Lease to establish the terms and conditions that will govern Equipment purchases and Equipment Schedules (each a "Schedule") that Lessor may finance for Lessee. Each Schedule shall be considered a separate lease pursuant to the terms of this Master Lease. The term "Lease" as used herein shall mean a Schedule incorporating therein the terms and conditions set forth in this Master Lease. In the event of a conflict between the terms of any Schedule and the terms of this Master Lease, the terms of the Schedule shall control. The Equipment, payment terms, and other pertinent information will be set forth in each Schedule. Lessee understands that among other factors, its current ownership forms part of the basis for extending credit under this Master Lease. Lessee agrees to immediately advise Lessor if there is any adverse change in Lessee's financial condition during the term of this Master Lease. Capitalized terms have the meaning given to them in this Master Lease or in a Schedule.

- 1. LEASE:** These Terms and Conditions apply to all Leases entered into between Lessor and Lessee. Each Lease will cover the equipment, fixtures, inventory, goods and software, as such terms are defined under the Uniform Commercial Code ("UCC"), described in the applicable Schedule, together with all replacements, replacement parts, repairs, returns, substitutions, additions, accessories, and accessions incorporated therein or attached thereto (collectively, the "Equipment"). The parties intend each Lease that is in substance a lease to be a "finance lease" under Article 2A of the UCC. Pursuant to Article 2A, Lessee is entitled to the promises and warranties, including those of any third party, provided to Lessor by the Equipment supplier. Lessee may communicate with the supplier of the Equipment and receive an accurate and complete statement of said promises and warranties, including any disclaimers and limitations of them or of remedies.
- 2. PAYMENTS:** Lessee agrees to pay Lessor rental payments during the initial Lease term as specified in the applicable Schedule. Unless otherwise noted in a Schedule, the initial term rental payments are due monthly, beginning the date designated by Lessor, and continuing on the same day of each month thereafter for the number of months shown in the Schedule. Lessee shall also pay a partial/interim payment in the amount equal to 1/30 of the monthly rental payment for each day between the dates Lessee accepts the first item of Equipment under a Lease until the due date of Lessee's first Lease rental payment, payable on such rental payment date. Security deposits are refundable provided all Lessee's obligations under a Lease have been fulfilled. Security deposits may be commingled with payments and do not earn interest. Lessee understands that the rental payment shown on a Lease is based on an estimate of the Total Cost (as such amount is stated on any applicable Schedule) Lessor must pay for the Equipment, including but not limited to any delivery and installation charges. Lessee agrees that Lessor may adjust the periodic rental payment under a Lease up to 10% to reflect any additional costs incurred by entering into a Lease. Lessor agrees to provide Lessee written notice detailing any such additional costs. Lessee agrees to pay Lessor a surcharge of up to \$30 or the maximum allowed under Minnesota law for any dishonored payment.
- 3. DISCLAIMER OF WARRANTIES:** THE EQUIPMENT IS BEING LEASED IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR IS NOT THE MANUFACTURER OR SUPPLIER OF THE EQUIPMENT. LESSEE HAS SELECTED THE EQUIPMENT BASED UPON ITS OWN JUDGMENT AND ACKNOWLEDGES THAT LESSOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, DIRECT OR INDIRECT, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, DESIGN, OPERATION, PERFORMANCE, OR CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, OR OTHERWISE.
- 4. NO AGENCY:** Lessee understands and agrees that neither the manufacturer nor supplier of the Equipment, nor any sales representative or other agent of manufacturer or supplier, nor any broker or other person have authority to act on behalf of the Lessor unless expressly set forth in this Master Lease.
- 5. TAXES:** Lessee agrees to comply with all laws, regulations, and orders relating to each Lease, this Master Lease, and the Equipment. Lessee agrees to pay all taxes, fees, and governmental charges related to this Master Lease, a Lease, or the Equipment, which may now or hereafter be imposed. If Lessor pays any of the above for Lessee, Lessee agrees to reimburse Lessor on demand, plus interest, at a rate of up to 18% per annum, but in no event more than the maximum rate permitted by law. Lessor shall not be obligated to contest any valuation of or tax imposed on the Equipment, this Master Lease, or a Lease. At Lessor's option, Lessor may reasonably estimate personal property taxes that will be assessed against the Equipment during each succeeding tax year. Lessee agrees to remit to Lessor such estimates when billed. Any such amounts remitted to Lessor shall be credited by Lessor against Lessee's obligations under this paragraph. Lessee will remain obligated in the event such amounts are insufficient to fully pay the amount of any tax actually assessed. At Lessor's sole discretion, any surplus will be either credited to Lessee's other obligations or returned to Lessee, if requested. Lessee agrees to timely file on Lessor's behalf, all requested tax returns and reports concerning the Equipment in form satisfactory to Lessor, with all appropriate governmental agencies and to mail concurrently a copy to Lessor a copy of the same. The obligations arising under this paragraph shall survive payment of all other obligations herein and the cancellation or termination of this Master Lease and/or a Lease.
- 6. USE; INSPECTION:** Lessee agrees that the Equipment will be used lawfully and for business purposes only and that it will be operated in accordance with applicable manufacturer's instructions. Lessee shall maintain the Equipment in good repair and working order, at Lessee's sole expense. Lessor shall have the right during normal business hours to enter upon Lessee's premises for the purpose of confirming the condition and proper maintenance of the Equipment. The Equipment shall be and remain based at the location noted on the applicable Schedule, but may be temporarily relocated elsewhere in the ordinary course of Lessee's business. At Lessee's own cost and expense, Lessee will keep the Equipment eligible for any manufacturers' certification, in compliance with all applicable laws and in good condition, except for ordinary wear and tear. Lessee will not make any alterations, additions or replacement to the Equipment without Lessor's prior written consent. All alterations additions and replacement will become part of the Equipment and Lessor's property at no cost or expense to Lessor. Unless Lessee purchases the Equipment in accordance with a Lease, at the end of a Lease, Lessee must immediately deliver the Equipment to Lessor in as good condition as when Lessee received it, except for



ordinary wear and tear, to any place in the United States that Lessor designates. In addition, Lessee agrees that the Equipment being returned must meet the Standard Equipment Return Conditions as defined in this Master Lease. Lessee must pay all expenses of de-installing, crating, shipping, and Lessee will insure the Equipment for its full replacement value during shipping.

**7. EXCESS USAGE AND SUPPLEMENTAL RENTALS (APPLICABLE TO TURF CARE AND MAINTENANCE EQUIPMENT ONLY):**

At the end of the initial rent payment period, Lessee shall remit to Lessor \$5.00 per hour on each item of Equipment that has hourly use in excess of the maximum hours per year indicated on the applicable Schedule. Lessee shall remit such amounts within ten (10) days of Lessor's written demand. The hours of use of an item of Equipment shall be determined by the hour meter attached to said item of Equipment, provide that such meter remains operable and accurate. If any such hour meter becomes inoperable or inaccurate, Lessee shall immediately repair or replace same, and shall immediately notify Lessor in writing of such event and of the correct hours of usage of the Equipment during the period of time the hour meter was inoperable or inaccurate. Lessee shall promptly furnish Lessor such information as Lessor may reasonably request from time to time in order to document the hours of usage of the Equipment.

**8. STANDARD EQUIPMENT RETURN CONDITIONS:** A. Notwithstanding anything to the contrary in this Master Lease or a Lease, and in addition to the terms and conditions contained herein, Lessee shall, at Lessee's sole cost and expense, return all, (not part) of such Equipment to Lessor's designee immediately upon expiration of the initial Lease term and with respect to each item of Equipment, as applicable, the following must be true: \*All safety equipment must be in place and meet applicable federal, state and other governmental standards. \*All covers and guards must be in place with no sheet metal, plastic or cowling damage. \*All parts, pieces, components and optional equipment must be present, installed and operational. \*All accessories shall be returned in proper order. \*All motors shall operate smoothly without overheating and shall have good bearings and bushings. \*All electronic controls shall operate per manufacturers' specifications. Controls which bypass normal operations shall be repaired at Lessee's expense. \*All electrical systems shall be able to provide electrical output as specified by the manufacturer. \*All batteries shall be in good, safe operating condition with no dead cells or cracked cases. Batteries shall hold a charge and provide adequate power to operate the Equipment. \*All Equipment shall have serviceable tires, with 50% remaining tread, retaining proper air pressure, and without repair patches. \*All oil and grease seals must contain lubrication in the manufacturer's designed reservoir. \*All Equipment must have a relatively clean appearance. \*All Equipment must be free from excessive wear necessitating major component repair or replacement caused by lack of recommended maintenance detailed in Equipment operation/maintenance manuals. \*All Equipment shall be free from structural damage or bent frames. \*Any usage or metering devices must not have been altered in any way. \*All Equipment attachments, if any, must be in good operating condition. \*All hydraulic cylinders must not be bent, nicked, gouged or leaking. \*If the Equipment is an electric golf car, then in addition to the other Standard Equipment Return Conditions: (i) the golf car must be able to transport two (2) people and their golf clubs; (ii) all batteries and battery terminals must be clean, free of corrosion and have proper battery water levels; and (iii) each golf car must include operable battery chargers. **B. Return Performance:** Each item of Equipment must be able to complete the following tests: \*Operate normally in forward and reverse directions through all its speed ranges or gears. \*Steer normally right and left in both forward and reverse. \*Have all functions and controls work in a normal manner. \*Be able to stop with its service brakes in a safe distance in both forward and reverse. \*Operate without leaking any fluids. \*Perform its designed functions in a satisfactory manner. \*All cutting units (if applicable) must be able to lower, turn on, run, raise and shut off as they are designed to do. **C. Required Purchase:** If any item of Equipment is damaged or does not meet the standards set forth above for the return condition of such Equipment or if Lessee fails to discharge Lessee's obligations set forth under this Master Lease and/or a Lease with regard to any item of Equipment, Lessee shall remit to Lessor, immediately upon demand, the Stipulated Loss Value of such item of Equipment. The "Stipulated Loss Value" for particular Equipment shall be an amount equal to: (i) the total of all monthly payments and other amounts, if any, due under the Lease with respect to such Equipment as of the date of payment of the Stipulated Loss Value, plus (ii) all future payments under the Lease with respect to such Equipment, plus (iii) the greater of (A) the then estimated FMV (as hereafter defined) of such Equipment as of the end of the initial Lease term for such Equipment (assuming no loss or damage), or (B) the estimated residual value of such Equipment at the end of the initial Lease term, as set forth in Lessor's books and records.

**9. EVENTS OF DEFAULT:** Any of the following constitute default under a Lease: (1) Lessee fails to pay any sum due Lessor under such Lease; (2) Lessee fails to observe or perform any term or condition of this Master Lease or such Lease; (3) Lessee encumbers or disposes of the Equipment subject to such Lease without Lessor's written consent; (4) The filing by or against Lessee, any guarantor of Lessee's obligations to Lessor ("Guarantor") of a petition under the Bankruptcy Code or any other insolvency law; (5) The voluntary or involuntary commencement of any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of Lessee's or a Guarantor's affairs, or Lessee or a Guarantor, if applicable, ceases doing business as a going concern; (6) Any representation or warranty made by Lessee or a Guarantor in connection with this Master Lease or such Lease proves to have been materially misleading; (7) Lessee or any Guarantor consolidates with, merges into or transfers all or substantially all its assets to another entity or individual; (8) Lessee is in default under any other Lease, contract or agreement with Lessor; or (9) any Guarantor repudiates or attempts to revoke any guaranty of Lessee's obligations to Lessor.

**10. REMEDIES:** Upon an occurrence of default under a Lease, Lessor may exercise one or more of the following remedies: (1) Declare due, sue for, and receive from Lessee the sum of all payments and other amounts then due and owing under this the Lease, plus (a) the present value of the sum of payments for the unexpired term of the Lease, discounted at the rate of 3% per annum, and (b) the anticipated value of the Equipment at the end of the initial payment term or applicable renewal term of the Lease, as set forth in Lessor's books and records (but in no event less than 15% of the Total Cost (as such amount is stated on any applicable Schedule)), or (c) at Lessor's sole option, in lieu of (a) and/or (b) above, the accelerated balance of payments for the unexpired term of the Lease; (2) Accelerate the payments of any other agreement or Lease between Lessee and Lessor in the same manner as set forth in clause (1) above; (3) Require Lessee to return the Equipment at its own expense to any reasonable location Lessor designates; (4) Cancel or terminate the Lease or any other Lease or agreement between Lessee and Lessor; (5) Charge and collect from Lessee all other amounts due and owing under this Master Lease; (6) Charge Lessee interest on all monies due hereunder from and after the date of default at the rate of 18% per annum, compounded monthly until paid in full, but in no event more than the maximum rate permitted by law; (7) Charge Lessee (A) an administrative fee to offset collection expenses on any delinquent payment, of \$25.00 or an amount of up to 10% of the payment amount that is past due, whichever is greater, but in no event more than allowed by applicable law, and (B) the fees and expenses of any collection agency or attorneys employed by Lessor to collect said payments. In addition, Lessor may use any other remedies available to it under applicable law. These remedies will be applied, to the extent allowed by law, cumulatively. No delay in exercising any right or remedy shall operate as a waiver of any right or remedy or modify the terms of a Lease. A waiver of default shall not be construed as a waiver of any other or subsequent default. In addition to all of its other rights and remedies Lessee agrees to pay Lessor all costs and expenses, including attorneys' fees, incurred by Lessor in exercising or attempting to exercise any of its rights or remedies. If a Lease is deemed to create a security interest, remedies will include those available under Article 9 of the UCC.

**11. LOSS OR DAMAGE:** Lessee shall bear all risk of loss associated with an item of Equipment, including the theft, destruction, or damage. No such loss shall relieve Lessee from any of its obligations under this the applicable Lease. In the event of any loss with respect to any particular Equipment, Lessee shall, at Lessor's option: (a) place such Equipment in good repair, condition and working order, or: (b) replace such Equipment with like equipment (of the same year, make, model and accessories) in good repair, condition and working order, or (c) pay to Lessor the Stipulated Loss Value of such Equipment.

**12. INSURANCE:** Lessee shall keep in effect an "all risk" extended coverage property insurance policy covering the Equipment for an amount not less than its replacement cost. In addition, Lessee must carry comprehensive general liability (property damage and bodily injury) insurance. Such policies shall be in form, amount, and with insurers acceptable to Lessor. The property insurance policy shall name Lessor as loss payee thereof as Lessor's interests may appear, and the general liability policy shall name Lessor as an additional insured. Each policy shall provide for no less than thirty (30) days' prior written notice of cancellation or non-renewal to Lessor and that such policy shall not be invalidated as against Lessor for the violation of any term of the policy by Lessee. Lessee shall furnish to Lessor evidence satisfactory that such insurance coverage is in effect, provided, however, that Lessor shall be under no duty either to ascertain the existence of or to examine such insurance policy or to advise Lessee if such insurance coverage does not comply with the requirements hereof.

Any insurance proceeds received with respect to the Equipment will be applied, at Lessor's option, to repair, restore, or replace the Equipment or to pay amounts due and owing under this Master Lease and/or a Lease. Any proceeds from a general liability policy shall be made payable first on behalf of Lessor to the extent of its liability, if any. All insurance policies carried by Lessee, whether primary or excess, shall be primary as to any policies maintained by Lessor. Nothing in this paragraph shall relieve Lessee of its duty to procure required insurance.

**13. PURCHASE OPTION; RETENTION OF EQUIPMENT:** At the end of a Lease term, or appropriate renewal term when applicable, and provided Lessee is not in default, Lessee shall have the option to purchase all (not part) of the Equipment subject to the Lease at the Purchase Option Price shown on the related Schedule, plus any applicable taxes. Unless the Purchase Option Price is \$1.00, Lessee must give Lessor at least 90 days' written notice before the end of the applicable term that Lessee will purchase the Equipment or that Lessee will deliver the Equipment to Lessor. If Lessee does not give Lessor such written notice, or if Lessee does not purchase or deliver all of the Equipment in accordance with the terms and condition of this Master Lease and/or the Lease then the Lease will automatically convert to a month-to-month lease agreement. During any such renewal, the monthly rental payment will remain the same and all terms and conditions of this Master Lease and/or the Lease shall remain in full force and effect. If the Fair Market Value ("FMV") Purchase Option is available under the Lease, and Lessee has elected to exercise the FMV Option, Lessor will determine the Equipment FMV, on a retail, not wholesale, basis and otherwise in Lessor's sole discretion. Upon payment of the Purchase Option Price to Lessor plus any applicable taxes and other amounts due and owing in accordance with the terms of this Master Lease and/or the Lease, Lessor shall transfer its interests in the Equipment to Lessee "AS IS, WHERE IS" without any representations or warranties whatsoever.

**14. APPOINTMENT OF ATTORNEY-IN-FACT:** Lessee appoints Lessor, its successors and assigns, and Lessor's filing agent as Lessee's attorney-in-fact to cause this Master Lease, each Schedule thereto, and any other documents showing the interest of Lessor, including, but not limited to, UCC financial statements and/or certificate(s) of title, to be filed or recorded and to sign Lessee's name thereto. Upon the occurrence of either (i) Lessee not timely satisfying its obligation to obtain and maintain property and liability insurance as set forth in any Lease; or (ii) any casualty, loss, or damage to any Equipment pursuant to any Lease, Lessee appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts for loss or damage relating to the Equipment or any Lease under any insurance policy related thereto. Lessee hereby authorizes Lessor to make non-substantive changes to this Master Lease and each Schedule, including but not limited to Lessee's legal name. These appointments and authorizations are intended to be continuous. Nothing in this paragraph shall relieve Lessee of its duty to procure required insurance, to make timely insurance claims, and to otherwise cooperate with insurance carriers and Lessor in seeking insurance coverage and recoveries. Lessee also authorizes Lessor to add to a Lease, or make necessary corrections to, serial numbers or other forms of identification of the Equipment.

**15. SECURITY AGREEMENT:** Because this Agreement may be determined to create a security interest and not a lease, Lessor is hereby granted a security interest in all Equipment financed by or leased from Lessor, wherever located, whether now owned or hereafter acquired, and all returns, reposessions, substitutions, replacement parts, accessories, and accessions thereto and thereof, and all proceeds thereof. In this paragraph, terms used to designate collateral shall have meaning set forth in the UCC.

**16. UNCONDITIONAL OBLIGATION:** Lessee agrees to be unconditionally obligated to pay all payments and other amounts due hereunder no matter what happens, even if the Equipment is damaged or destroyed, if it is defective, if Lessee can no longer use it, or if the manufacturer or supplier ceases doing business or cannot service and/or support the Equipment, and irrespective of any right of set-off, counterclaim, defense, or other right which Lessee may have against Lessor or any other person.

**17. INDEMNITY:** Lessor is not responsible for any losses or injuries caused by the installation or use of the Equipment and Lessor shall not be liable for any specific performance of this Master Lease or a Lease, nor for any failure or delay in performance caused by circumstances beyond its control. Lessee agrees to indemnify and hold Lessor harmless from and against any and all claims, actions, proceedings, costs (including attorneys' fees), damages, and liabilities, including but not limited to any claim arising out of strict liability in tort, arising from or connected with the Equipment or its use, possession, operation, selection, delivery, installation, servicing needs, or transportation. The indemnities contained in this paragraph shall survive the cancellation or termination of each Lease and this Master Lease.

**18. ASSIGNMENT:** Lessee may not sublet, lend, assign, or pledge this Master Lease, any Lease, the Equipment, or any interest in any of them, or permit any lien or security interest thereon. Lessee acknowledges that Lessor may sell and/or assign, in whole or in part, its interest in any Lease and/or this Master Lease to one or more third parties without notice to Lessee. Each assignee shall be entitled to exercise all rights and remedies of Lessor with respect to any and all obligations assigned to such assignee, and all references herein to "Lessor" shall include Lessor's assignee, except that said assignee shall not be chargeable with any obligations or liabilities of Lessor hereunder. Any such assignment shall not impair the effectiveness or enforceability of this Master Lease or a Lease with respect to any interest that Lessor does not assign. Lessee agrees that in the event of any assignment by Lessor, and upon proper notice, it shall pay directly to Lessor's assignee, without abatement, deduction, or setoff, all amounts due under this Master Lease and/or the assigned Lease. Lessee further covenants and agrees that it will not assert against Lessor's assignee any defense, counterclaim or setoff on account of breach of warranty or otherwise in any action for payment or for possession brought by Lessor's assignee. Lessee also agrees to settle all mechanical, service, or other claims with respect to the Equipment directly with the Equipment manufacturer or supplier, and Lessee acknowledges that Lessor and Lessor's assignee(s) shall not be liable for such service or other claims.

**19. NOTICES:** Any written notice hereunder shall be deemed given when delivered personally, deposited with a nationally recognized overnight courier (with all fees pre-paid), delivered via facsimile or e-mail (with confirmation of transmission), or deposited in the United States mails, certified or registered mail, addressed to recipient at its address set forth above or such other address as may be substituted therefor by notice given pursuant to the terms hereof. Lessee hereby agrees that Lessor, including its vendors, service providers, partners, affiliates successors and assigns, may contact Lessee at any telephone number provided to Lessor, by placing voice telephone calls (including use of automatic telephone dialing systems or prerecorded voice messaging) or, in the case of wireless telephones or other wireless devices, by sending e-mail or automated (SMS) text messages.

**20. GENERAL:** This Master Lease shall inure to the benefit of and is binding upon the parties and their heirs, personal representatives, successors, and assigns. A Lease may not be amended except in writing signed by the parties, but Lessor may modify the Standard Terms and Conditions of this Master Lease at any time by delivery of written notice to Lessee. Any provision of this Master Lease or a Lease which is deemed unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. If any Lease is deemed to be intended as security, (i) it shall be construed so that interest, the applicable interest rate and other



charges shall not exceed that allowed by applicable law, and any payment that otherwise would be deemed unlawful will be applied first to prepay principal and then refunded to Lessee; (ii) if Lessee is an individual and the principal amount hereof is \$100,000 or more, this Lease is made under Minn. Stat. Sec. 334.01; this Lease is made under Minn. Stat. Sec. 334.022 if Lessee is an "organization" as defined therein.

Lessee authorizes, and represents that all Lessee's principals have authorized, Lessor to obtain such credit bureau reports and make such other credit inquiries with respect to Lessee and such principals as Lessor deems appropriate throughout the term of any Lease. On written request, Lessor will identify any reporting agency used for such a report. Lessee agrees that Lessor may receive from and disclose to other persons including credit reporting agencies, VGM Golf, Inc. d/b/a/ VGM Club and its affiliates, and respective equipment vendors, information about Lessee's accounts and credit experience. Lessee hereby authorizes any person to release to Lessor credit experience and account information relating to Lessee. These authorizations are intended to be continuous and shall survive the expiration, cancellation and/or termination of this Master Lease and/or a Lease.

**Lessor complies with Sections 326 of the USA PATRIOT Act. This law mandates that Lessor verify certain information about Lessee while processing account applications.** Lessee's exact legal name is as shown above and in the signature block, and: (i) if Lessee is an individual, such legal name is exactly as stated on Lessee's valid and unexpired state driver's license, or alternative state identification, issued by Lessee's primary state of residence ("Lessee State ID"); or (ii) if Lessee is a legal entity, such legal name is as stated on Lessee's applicable organizational documents; and Lessee will not change its legal name, will not change its chief executive office or state of organization (if a legal entity) or its principal residence (if an individual), and will not permit its Lessee State ID to expire, become invalid, or fail to be properly renewed, (if an individual) without, in each case, giving Lessor at least 30 days' prior written notice of any such event, and, at any time during the Lease, Lessee will, upon request of Lessor, provide copies of its Lessee State ID (if an individual) or applicable organizational documents (if a legal entity). Lessee, if an individual, is a citizen or lawful permanent resident of the United States. Time is of the essence with respect to performance under each Lease and this Master Lease. This Master Lease does not obligate Lessor, in any given instance, to make financing available to Lessee. This Master Lease, each Schedule and any related documents may, in Lessor's sole discretion, be delivered and/or reproduced by facsimile, optical scanning or other electronic means ("e-copy") and such e-copy or a printed version thereof shall be enforceable as an original and admissible as such in any court or other proceeding, provided that there shall be only one original of the Master Lease and each Schedule and it shall bear the original signature of Lessor and be marked "Original." To the extent that any Schedule constitutes chattel paper (as that term is defined by the Uniform Commercial Code), a security or ownership interest intended to be created through the transfer and possession of the Schedule can be done only by the transfer of the "Original" bearing the original signature of Lessor. If Lessor permits Lessee to deliver this lease or any related document to Lessor via facsimile or other electronic means, Lessee shall deliver to Lessor, promptly on request, such document bearing Lessee's original signature; provided that neither delivery nor failure to deliver the document bearing Lessee's original signature shall limit or modify the representations and agreements set forth above. Wherever the name VGM Financial Services is used in the Agreement or any document relating to this Agreement, said name refers to VGM Financial Services, a division of TCF National Bank

**21. WAIVERS: LESSEE HEREBY WAIVES ANY RIGHT TO A JURY TRIAL OF ANY MATTER ARISING OUT OF OR IN ANY WAY ASSOCIATED WITH THIS MASTER LEASE OR A LEASE, INCLUDING BUT NOT LIMITED TO ANY CAUSE OF ACTION, CLAIM, COUNTER-CLAIM, OR CROSS-COMPLAINT IN ANY ACTION, PROCEEDING, OR HEARING, OR ANY REHEARING OR RETRIAL, WHETHER AT LAW OR IN EQUITY, TO WHICH LESSEE AND/OR LESSOR (OR ITS ASSIGNS) MAY BE A PARTY ON ANY MATTER WHATSOEVER BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATED TO OR CONNECTED WITH THIS MASTER LEASE, A LEASE, OR ANY OTHER INSTRUMENT EXECUTED IN CONNECTION WITH THIS MASTER LEASE OR A LEASE, OR ANY CLAIM OF INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY LAW, STATUTE, OR REGULATION, EMERGENCY OR OTHERWISE, NOW OR HEREAFTER IN EFFECT.** In addition, to the extent allowed by law, LESSEE HEREBY WAIVES ANY AND ALL RIGHTS AND REMEDIES GRANTED TO LESSEE BY ARTICLE 2A OR ARTICLE 9 OF THE UCC OR OTHER APPLICABLE LAW, INCLUDING BUT NOT LIMITED TO ANY RIGHT WHICH REQUIRES LESSOR TO SELL, LEASE, OR OTHERWISE USE ANY EQUIPMENT TO REDUCE LESSOR'S DAMAGES OR WHICH MAY OTHERWISE LIMIT OR MODIFY ANY OF LESSORS RIGHTS OR REMEDIES. The waivers set forth in this paragraph are willingly, knowingly, and voluntarily made.

**22. GOVERNING LAW; VENUE OF LITIGATION: BY SIGNING THIS MASTER LEASE AND/OR A LEASE, LESSEE AGREES THAT THIS MASTER LEASE, AND ALL MATTERS ARISING FROM THIS MASTER LEASE, INCLUDING ALL INTEREST AND FINANCE CHARGES HEREUNDER, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, FEDERAL LAW AND, TO THE EXTENT NOT PREEMPTED BY FEDERAL LAW, BY THE LAWS OF THE STATE OF MINNESOTA (EXCLUDING CONFLICTS LAWS). LESSEE CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF STATE AND FEDERAL COURTS IN MINNESOTA. LESSOR OR ITS ASSIGNEE AT ITS SOLE DISCRETION MAY ENFORCE THIS MASTER LEASE OR A LEASE IN ANY STATE OR FEDERAL COURT HAVING LAWFUL JURISDICTION THEREOF.**

By signing below, Lessee acknowledges having read this Master Lease and unconditionally agrees to its terms and conditions. This Master Lease constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous negotiations, discussions, understandings or agreements concerning such subject matter. This Master Lease shall continue in full force and effect until such time as terminated in writing by Lessor. This Master Lease may not be amended, except as set forth herein.

Lessor: VGM Financial Services, a division of TCF  
National Bank

Lessee: City of Enid, Oklahoma

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

Operations - T.C.



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

Erin Crawford, CFO





The "Lease": Equipment Schedule Number 004-0701654-300 Dated July 12, 2016 to Master Lease Number 701654L Dated July 12, 2016			
"Lessee"			
City of Enid, Oklahoma, 401 West Owen K. Garriott Road, Enid, OK 73702			
"Lessor"			
VGM Financial Services, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926			
Number of Rental Payments	Amount of each Rental Payment	Advances	Purchase Option
48	\$690.60  (Plus any applicable taxes)	First: \$690.60 Last: \$0.00 Total: \$690.60	\$1.00

**TOTAL COST: \$30,000.00**

**EQUIPMENT LOCATION & DESCRIPTION:**

**MAXIMUM HOURS:**

Meadowlake Golf Course, 2213 W Rupe Ave, Enid, OK 73703: (1) Jacobsen GP400 Tri-Plex Greens Mower together with all attachments and accessories thereto	N/A
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When signed by the parties hereto, this Equipment Schedule (this "Schedule") is entered into pursuant to and incorporates the terms of the Master Lease Agreement identified above (except as expressly modified by this Schedule) between Lessor and Lessee (the "Master Lease" and, together with this Schedule, this "Lease"). Said terms and conditions are by this reference incorporated herein as though fully set forth herein.

By signing below, Lessor and Lessee agree to the lease of the Equipment referenced above and on any schedule attached hereto, for the term and Lease rental payments specified above, and to the purchase option specified above. Lessee shall have accepted the Equipment for purposes of this Lease upon, at Lessor's option, either: (a) Lessee's verbal verification to Lessor that the Equipment has been delivered and is acceptable; or (b) Lessee's delivery of a signed delivery and acceptance certificate to Lessor. Lessee represents that any agent of Lessee who verifies delivery and acceptance of the Equipment, either verbally or in writing, has actual authority to do so. Lessee's acceptance shall be conclusive and irrevocable. In connection with said acceptance, Lessee requests that Lessor countersign this Lease and requests and hereby authorizes Lessor to pay the Equipment manufacturer/supplier. THIS LEASE SHALL BE NON-CANCELABLE.

During the term of this Lease, title to the Equipment shall be retained by Lessor, except for those modifications that Lessee adds to the Equipment that can be removed without damaging the Equipment. Lessee shall not have any right, title or interest in the Equipment except as expressly set forth in this Lease. Upon the occurrence of an Event of Default or nonratification as set forth in the Government Entity Addendum, Lessee agrees to surrender possession of the Equipment to Lessor. Upon Lessee's exercise of the purchase option pursuant to Section 13 or payment in full of all rental payments under this Lease, title to the Equipment will immediately and without further action by Lessor vest in Lessee, AS IS, WHERE IS, without warranty, express or implied, free and clear of any claim by or through Lessor. It is the intent of the parties hereto that any transfer of title to Lessee pursuant to this Section will occur automatically without the necessity of any certificate of title or other instrument of conveyance. Lessor will, nevertheless, execute and deliver a bill of sale or other evidence of such transfer as Lessee may request. Lessee will, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. Lessor agrees that it will not file any report or rendition including the Equipment as taxable personal property of Lessor for purposes of ad valorem taxation.

If this Lease terminates or is cancelled prior to the end of the initial Lease term, then the Maximum Hours specified above shall be reduced pro rata based on the number of months remaining in the current year or initial Lease term, as applicable. If the Lease is renewed or extended, the Maximum Hours allowed during such renewal or extension shall be calculated pro rata based on the number of Maximum Hours specified above and the number of months of such extension or renewal.

This Schedule may, in Lessor's sole discretion, be delivered by facsimile or other electronic means ("e-copy"), and such e-copy or a printed version thereof shall be enforceable as an original and admissible as such in any court or other proceeding, provided that there shall be only one original of this Schedule and it shall bear the original signature of Lessor and be marked "Original". Lessee agrees to deliver to Lessor, on request, this Schedule bearing Lessee's original signature. If this Schedule constitutes chattel paper, a security or ownership interest intended to be created through the transfer and possession of this Schedule can be done only by the transfer of the "Original" bearing the original signature of Lessor.

Lessor: VGM Financial Services, a division of TCF National Bank By: \_\_\_\_\_ Operations - T.C.  
 Lessee: City of Enid, Oklahoma  By: \_\_\_\_\_ Erin Crawford, CFO

This Lease is not binding until countersigned by Lessor.

# OPINION OF COUNSEL

(To be on Attorney's Letterhead)

Date: August 29, 2016

Lessee: City of Enid, Oklahoma  
401 West Owen K. Garriott Road  
Enid, OK 73702

Lessor: VGM Financial Services, a division of TCF National Bank  
1111 West San Marnan Dr, Suite A2 West  
Waterloo, IA 50701-8926

Re: Lease Agreement No. 004-0701654-300, dated as of July 12, 2016, by and between City of Enid, Oklahoma and VGM Financial Services, a division of TCF National Bank.

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the Lease Agreement described above (together, the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and all exhibits and attachments thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of Oklahoma (the "State") within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, is duly organized, existing and operating under the Constitution and laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power. The full, true and correct legal name of Lessee is City of Enid, Oklahoma.
2. Lessee is authorized and has power under State law to enter into the Lease and lease the equipment with an option to purchase, and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights. No further approval, consent or withholding of objection is required from any federal, state or local governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transaction contemplated thereby.
4. Lessee has no authority (statutory or otherwise) to terminate the Lease prior to the end of its term for any reason other than pursuant to the terms of Section 3 of the Government Entity Addendum executed in connection with the Lease.
5. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.
6. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the organization or existence of Lessee; the authority of the Lessee or its officers;

the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Lease Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

8. The equipment leased pursuant to the Lease constitutes personal property and when subject to use by Lessee will not be or become fixtures under applicable law.

9. The leasing of the equipment pursuant to the Lease is exempt from all sales, use and documentary stamp taxes against either Lessor or Lessee during the term of the Lease, and such equipment will be exempt from all state and local personal property or other ad valorem taxes.

This opinion of counsel may be relied upon by VGM Financial Services, a division of TCF National Bank and its successors and assigns.

Very truly yours,



# GOVERNMENT ENTITY ADDENDUM

The "Lease": Equipment Schedule Number 004-0701654-300 Dated July 12, 2016 to Master Lease Number 701654L Dated July 12, 2016
"Lessee"
City of Enid, Oklahoma, 401 West Owen K. Garriott Road, Enid, OK 73702
"Lessor"
VGM Financial Services, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

This Addendum is attached to and made a part of the above-referenced Lease between Lessee and Lessor. Any capitalized terms used but not defined in this Addendum shall have the meanings assigned in the Lease. All terms and conditions of the Lease shall remain in full force and effect except to the extent modified by this Addendum.

1. Lessee represents and warrants to Lessor that as of the date hereof, and throughout the term of the Lease: (a) Lessee is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Lessee has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Lease, the performance of its obligations under the Lease and the acquisition and use of the Equipment; (c) the person(s) signing the Lease and any other documents required to be delivered in connection with the Lease (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) the Documents are and will remain valid, legal and binding Leases, and are and will remain enforceable against Lessee in accordance with their terms; and (e) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of its authority and will be used during the term of the Lease only by Lessee and only to perform such function. Lessee further represents and warrants to Lessor that, as of the date each item of Equipment becomes subject to the Lease and any applicable schedule, it has funds available to pay all Lease payments payable thereunder until the end of Lessee's then current fiscal year, and, in this regard and upon Lessor's request, Lessee shall deliver in a form acceptable to Lessor a resolution enacted by Lessee's governing body or certified meeting minutes of the Lessee's governing body, authorizing the appropriation of funds for the payment of Lessee's obligations under the Lease during Lessee's then current fiscal year.

2. To the extent permitted by applicable law, Lessee agrees to take all necessary and timely action during the Lease term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Lease (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.

3. Notwithstanding anything to the contrary provided in the Lease, if Lessee does not appropriate funds sufficient to make all payments due during any fiscal year under the Lease and Lessee does not otherwise have funds available to lawfully pay the Lease payments (a "Non-Appropriation Event"), and provided Lessee is not in default of any of Lessee's obligations under such Lease as of the effective date of such termination, this Lease will terminate at the end of the then current fiscal year of Lessee unless this Lease is renewed by mutual ratification of Lessor and Lessee in accordance with the provisions of 62 O.S. Section 430.1. Lessee shall deliver written notice ("Termination Notice") to Lessor of Lessee's ratification of or failure to ratify this Lease at least 30 days prior to the end of each Renewal Term. Lessor hereby ratifies the continuation of this Lease through the initial Lease term as specified in the applicable Schedule. Lessee's Termination Notice shall terminate such Lease effective as of the end of Lessee's last funded fiscal year ("Termination Date") without liability for future payments or the early termination charge under such Lease.

4. If Lessee terminates the Lease prior to the expiration of the end of the Lease's initial term, or any extension or renewal thereof, as permitted under Section 3 above, Lessee shall (i) on or before the Termination Date, return the Equipment in accordance with the return requirements set forth in the Lease, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Lessor, upon request by Lessor, an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Lessor all sums payable to Lessor under the Lease up to and including the Termination Date.

5. Lessee acknowledges and agrees that, in the event of the termination of the Lease and the return of the Equipment as provided for herein, Lessee shall have no interest whatsoever in the Equipment or proceeds thereof and Lessor shall be entitled to retain for its own account the proceeds resulting from any disposition or re-leasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by Lessee pursuant to the terms of the Lease.

6. Any provisions in this Addendum that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

**Dated as of: August 29, 2016**

Lessee: City of Enid, Oklahoma



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

Erin Crawford, CFO



**CERTIFICATE OF INCUMBENCY**  
**LEASE NO. 004-0701654-300**  
**DATED AS OF July 12, 2016**

**X** I, \_\_\_\_\_, do hereby certify that I am the duly elected or appointed and acting Clerk/Secretary of City of Enid, Oklahoma (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of Oklahoma, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

NAME	TITLE	SIGNATURE
<b>X</b> _____	_____	_____
_____	_____	_____

**X** IN WITNESS WHEREOF, I have duly executed this certificate this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**X** Signed: \_\_\_\_\_

**X** Title: \_\_\_\_\_

NOTE: The Clerk or Secretary to the Board should sign unless that person is also the signor of the documents in which case the Board President or some other Officer of the District should execute this document.





# Insurance Authorization

## X PROPERTY COVERAGE

## X GENERAL/PRODUCT LIABILITY

Insurance Agent	Insurance Agent
Company Name	Company Name
Address	Address
City, State, Zip	City, State, Zip
Phone Number	Phone Number
Fax Number	Fax Number
Email Address	Email Address

This is to notify you that VGM Financial Services, a division of TCF National Bank ("Lessor") has financed certain goods to City of Enid, Oklahoma (the "Lessee") pursuant to a Lease between Lessor and Lessee (the "Lease").

### THE TERMS OF THE LEASE REQUIRE THAT:

1. VGM Financial Services, a division of TCF National Bank be named LOSS PAYEE under the PROPERTY DAMAGE provisions of the undersigned Lessee's "all risk" extended coverage policy and the goods be insured for an amount no less than their replacement cost.
2. VGM Financial Services, a division of TCF National Bank be named as ADDITIONAL INSURED under the comprehensive GENERAL AND PRODUCT LIABILITY provisions, where applicable, with a minimum coverage requirement of no less than \$1,000,000.00.

Each policy shall provide for no less than thirty (30) days' prior written notice of cancellation or non-renewal to Lessor and that such policy shall not be invalidated as against Lessor for the violation of any term of the policy by Lessee.

The undersigned Lessee requests that insurance coverage described above be provided under the policy referenced above. **In addition, please issue endorsements adding VGM Financial Services, a division of TCF National Bank, its successors and assigns, as additional insured and lender's loss payee on all such insurance policies.** Lessee further requests that proof of coverage, with endorsements, be sent to:

VGM Financial Services, a division of TCF National Bank 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

Please Reference:  
Lessee: City of Enid, Oklahoma  
Contract: 701654

In addition, the undersigned Lessee appoints and authorizes VGM Financial Services, a division of TCF National Bank, its successors and assigns, as its attorney-in-fact (1) to procure further policies from insurer or to increase the level of coverage on existing policies with insurer in the event that Lessor and the undersigned Lessee enter into agreements for the financing of additional goods in the future, and (2) to deal with and to direct any insurer as to any matter concerning the claim for, disposition of and/or application of policy proceeds with respect to the Equipment or any other equipment now or hereafter financed with Lessor, and (3) to receive payments and execute and endorse all documents, checks, drafts, or other instruments necessary or advisable to secure payments due under any policy of insurance. This appointment and authorization are intended to be continuous.

The undersigned Lessee agrees that Lessor or the insurer may accept a facsimile copy of this document bearing facsimile signatures, which shall be deemed an original for all purposes.

Lessee: City of Enid, Oklahoma X By: \_\_\_\_\_ Erin Crawford, CFO



**Invoice**

**Date of Invoice:** 07/13/2016  
**Application Number:** 305270  
**Contract Number:** 004-0701654-300

**To:** City of Enid, Oklahoma  
401 West Owen K. Garriott Road  
Enid, OK 73702

**Advance Payments/Security Deposit**

Description	Contract Payment	Sales/Use Tax	Other	Amount
First Payment in Advance	\$690.60	\$0.00		\$690.60
Last Payment in Advance	\$0.00	\$0.00		\$0.00
			\$0.00	\$0.00
<b>Sub Total</b>				<b>\$690.60</b>

**Other Fees/Charges**

Fee Description	Amount
Documentation Fee	\$250.00
<b>Other Fees/Charges Sub Total</b>	
	<b>\$250.00</b>

**Invoice Total Due**

<b>Invoice Total Due</b>	<b>\$940.60</b>
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**Remit Payment with** 866-465-3149  
**Completed Documents to:** OR  
VGM Financial Services, a division of TCF  
National Bank  
1111 West San Marnan Dr, Suite A2 West  
Waterloo, IA 50701-8926



# Delivery and Acceptance

"Lessee"
City of Enid, Oklahoma, 401 West Owen K. Garriott Road, Enid, OK 73702
"Lessor"
VGM Financial Services, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

Delivery and Acceptance agreement attached to and made a part of Lease 004-0701654-300 dated July 12, 2016 (the "Lease").

**This Certificate relates to the Equipment (the "Equipment") that is described in the Lease.**

Pursuant to the Lease, Lessee acknowledges that Lessor has acquired the Equipment in connection with the Lease and Lessee has either received a copy of the purchase agreement with the vendor of the Equipment on or before signing the Lease or has approved such purchase. Lessee hereby represents, warrants and certifies that (i) all of the Equipment has been delivered to Lessee at the Equipment Location set forth in the Lease and has been installed, tested and inspected by Lessee or duly authorized representatives of Lessee, (ii) the Equipment Description set forth in the Lease is complete and correct, (iii) the Equipment, together with any supporting documentation, is exactly what Lessee ordered, is in good working order, is satisfactory in all respects and has been accepted by Lessee under the Lease as of the Acceptance Date set forth below, and (iv) there has been no adverse change in the business or financial condition of Lessee or any guarantor of the Lease since the day the most recent financial statement of Lessee or any guarantor was submitted to Lessor. If Lessee has made a deposit to the Equipment vendor(s), by signing this Certificate, Lessee hereby transfers all of Lessee's right, title and interest in and to the Equipment to Lessor, except to the extent set forth in the Lease, whether or not Lessee has been reimbursed for the deposit(s).

IMPORTANT: LESSEE SHOULD SIGN THIS CERTIFICATE ONLY AFTER LESSEE HAS RECEIVED AND IS COMPLETELY SATISFIED WITH THE EQUIPMENT. BY SIGNING THIS CERTIFICATE, LESSEE (1) IS IRREVOCABLY ACCEPTING THE EQUIPMENT, (2) BECOMES ABSOLUTELY AND IRREVOCABLY OBLIGATED TO LESSOR UNDER THE LEASE, AND (3) MAY NOT THEREAFTER REJECT THE EQUIPMENT, CANCEL OR TERMINATE THE LEASE OR DENY ANY STATEMENT MADE IN THIS CERTIFICATE, FOR ANY REASON WHATSOEVER

**X** Acceptance Date: \_\_\_\_\_

Lessee: City of Enid, Oklahoma

**X** By: \_\_\_\_\_ Title: \_\_\_\_\_

**X** Printed Name: \_\_\_\_\_

**Please Complete and return this document by Fax to 800-741-8079 upon delivery and acceptance of the financed Equipment.**





The "Lease": Equipment Schedule Number 004-0701654-301 Dated July 13, 2016 to Master Lease Number 701654L Dated July 12, 2016			
"Lessee"			
City of Enid, Oklahoma, 401 West Owen K. Garriott Road, Enid, OK 73702			
"Lessor"			
VGM Financial Services, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926			
Number of Rental Payments	Amount of each Rental Payment	Advances	Purchase Option
48	\$365.95  (Plus any applicable taxes)	First: \$365.95 Last: \$0.00 Total: \$365.95	\$1.00

**TOTAL COST: \$15,897.00**

**EQUIPMENT LOCATION & DESCRIPTION:**

**MAXIMUM HOURS:**

Meadowlake Golf Course, 2213 W Rupe Ave, Enid, OK 73703: (1) Pre-owned Cushman Turf Truckster Utility Truck together with all attachments and accessories thereto	N/A
--	-----

When signed by the parties hereto, this Equipment Schedule (this "Schedule") is entered into pursuant to and incorporates the terms of the Master Lease Agreement identified above (except as expressly modified by this Schedule) between Lessor and Lessee (the "Master Lease" and, together with this Schedule, this "Lease"). Said terms and conditions are by this reference incorporated herein as though fully set forth herein.

By signing below, Lessor and Lessee agree to the lease of the Equipment referenced above and on any schedule attached hereto, for the term and Lease rental payments specified above, and to the purchase option specified above. Lessee shall have accepted the Equipment for purposes of this Lease upon, at Lessor's option, either: (a) Lessee's verbal verification to Lessor that the Equipment has been delivered and is acceptable; or (b) Lessee's delivery of a signed delivery and acceptance certificate to Lessor. Lessee represents that any agent of Lessee who verifies delivery and acceptance of the Equipment, either verbally or in writing, has actual authority to do so. Lessee's acceptance shall be conclusive and irrevocable. In connection with said acceptance, Lessee requests that Lessor countersign this Lease and requests and hereby authorizes Lessor to pay the Equipment manufacturer/supplier. THIS LEASE SHALL BE NON-CANCELABLE.

During the term of this Lease, title to the Equipment shall be retained by Lessor, except for those modifications that Lessee adds to the Equipment that can be removed without damaging the Equipment. Lessee shall not have any right, title or interest in the Equipment except as expressly set forth in this Lease. Upon the occurrence of an Event of Default or nonratification as set forth in the Government Entity Addendum, Lessee agrees to surrender possession of the Equipment to Lessor. Upon Lessee's exercise of the purchase option pursuant to Section 13 or payment in full of all rental payments under this Lease, title to the Equipment will immediately and without further action by Lessor vest in Lessee, AS IS, WHERE IS, without warranty, express or implied, free and clear of any claim by or through Lessor. It is the intent of the parties hereto that any transfer of title to Lessee pursuant to this Section will occur automatically without the necessity of any certificate of title or other instrument of conveyance. Lessor will, nevertheless, execute and deliver a bill of sale or other evidence of such transfer as Lessee may request. Lessee will, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. Lessor agrees that it will not file any report or rendition including the Equipment as taxable personal property of Lessor for purposes of ad valorem taxation.

If this Lease terminates or is cancelled prior to the end of the initial Lease term, then the Maximum Hours specified above shall be reduced pro rata based on the number of months remaining in the current year or initial Lease term, as applicable. If the Lease is renewed or extended, the Maximum Hours allowed during such renewal or extension shall be calculated pro rata based on the number of Maximum Hours specified above and the number of months of such extension or renewal.

This Schedule may, in Lessor's sole discretion, be delivered by facsimile or other electronic means ("e-copy"), and such e-copy or a printed version thereof shall be enforceable as an original and admissible as such in any court or other proceeding, provided that there shall be only one original of this Schedule and it shall bear the original signature of Lessor and be marked "Original". Lessee agrees to deliver to Lessor, on request, this Schedule bearing Lessee's original signature. If this Schedule constitutes chattel paper, a security or ownership interest intended to be created through the transfer and possession of this Schedule can be done only by the transfer of the "Original" bearing the original signature of Lessor.

Lessor: VGM Financial Services, a division of TCF National Bank      By: \_\_\_\_\_ Operations - T.C.  
 Lessee: City of Enid, Oklahoma      **X** By: \_\_\_\_\_ Erin Crawford, CFO

This Lease is not binding until countersigned by Lessor.

## OPINION OF COUNSEL

(To be on Attorney's Letterhead)

Date: August 29, 2016

Lessee: City of Enid, Oklahoma  
401 West Owen K. Garriott Road  
Enid, OK 73702

Lessor: VGM Financial Services, a division of TCF National Bank  
1111 West San Marnan Dr, Suite A2 West  
Waterloo, IA 50701-8926

Re: Lease Agreement No. 004-0701654-301, dated as of July 13, 2016, by and between City of Enid, Oklahoma and VGM Financial Services, a division of TCF National Bank.

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the Lease Agreement described above (together, the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and all exhibits and attachments thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of Oklahoma (the "State") within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, is duly organized, existing and operating under the Constitution and laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power. The full, true and correct legal name of Lessee is City of Enid, Oklahoma.
2. Lessee is authorized and has power under State law to enter into the Lease and lease the equipment with an option to purchase, and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights. No further approval, consent or withholding of objection is required from any federal, state or local governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transaction contemplated thereby.
4. Lessee has no authority (statutory or otherwise) to terminate the Lease prior to the end of its term for any reason other than pursuant to the terms of Section 3 of the Government Entity Addendum executed in connection with the Lease.
5. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.
6. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the organization or existence of Lessee; the authority of the Lessee or its officers;

the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Lease Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

8. The equipment leased pursuant to the Lease constitutes personal property and when subject to use by Lessee will not be or become fixtures under applicable law.

9. The leasing of the equipment pursuant to the Lease is exempt from all sales, use and documentary stamp taxes against either Lessor or Lessee during the term of the Lease, and such equipment will be exempt from all state and local personal property or other ad valorem taxes.

This opinion of counsel may be relied upon by VGM Financial Services, a division of TCF National Bank and its successors and assigns.

Very truly yours,



# GOVERNMENT ENTITY ADDENDUM

<b>The "Lease": Equipment Schedule Number 004-0701654-301 Dated July 12, 2016 to Master Lease Number 701654L Dated July 12, 2016</b>
<b>"Lessee"</b>
<b>City of Enid, Oklahoma, 401 West Owen K. Garriott Road, Enid, OK 73702</b>
<b>"Lessor"</b>
<b>VGM Financial Services, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926</b>

This Addendum is attached to and made a part of the above-referenced Lease between Lessee and Lessor. Any capitalized terms used but not defined in this Addendum shall have the meanings assigned in the Lease. All terms and conditions of the Lease shall remain in full force and effect except to the extent modified by this Addendum.

1. Lessee represents and warrants to Lessor that as of the date hereof, and throughout the term of the Lease: (a) Lessee is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Lessee has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Lease, the performance of its obligations under the Lease and the acquisition and use of the Equipment; (c) the person(s) signing the Lease and any other documents required to be delivered in connection with the Lease (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) the Documents are and will remain valid, legal and binding Leases, and are and will remain enforceable against Lessee in accordance with their terms; and (e) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of its authority and will be used during the term of the Lease only by Lessee and only to perform such function. Lessee further represents and warrants to Lessor that, as of the date each item of Equipment becomes subject to the Lease and any applicable schedule, it has funds available to pay all Lease payments payable thereunder until the end of Lessee's then current fiscal year, and, in this regard and upon Lessor's request, Lessee shall deliver in a form acceptable to Lessor a resolution enacted by Lessee's governing body or certified meeting minutes of the Lessee's governing body, authorizing the appropriation of funds for the payment of Lessee's obligations under the Lease during Lessee's then current fiscal year.

2. To the extent permitted by applicable law, Lessee agrees to take all necessary and timely action during the Lease term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Lease (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.

3. Notwithstanding anything to the contrary provided in the Lease, if Lessee does not appropriate funds sufficient to make all payments due during any fiscal year under the Lease and Lessee does not otherwise have funds available to lawfully pay the Lease payments (a "Non-Appropriation Event"), and provided Lessee is not in default of any of Lessee's obligations under such Lease as of the effective date of such termination, this Lease will terminate at the end of the then current fiscal year of Lessee unless this Lease is renewed by mutual ratification of Lessor and Lessee in accordance with the provisions of 62 O.S. Section 430.1. Lessee shall deliver written notice ("Termination Notice") to Lessor of Lessee's ratification of or failure to ratify this Lease at least 30 days prior to the end of each Renewal Term. Lessor hereby ratifies the continuation of this Lease through the initial Lease term as specified in the applicable Schedule. Lessee's Termination Notice shall terminate such Lease effective as of the end of Lessee's last funded fiscal year ("Termination Date") without liability for future payments or the early termination charge under such Lease.

4. If Lessee terminates the Lease prior to the expiration of the end of the Lease's initial term, or any extension or renewal thereof, as permitted under Section 3 above, Lessee shall (i) on or before the Termination Date, return the Equipment in accordance with the return requirements set forth in the Lease, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Lessor, upon request by Lessor, an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Lessor all sums payable to Lessor under the Lease up to and including the Termination Date.

5. Lessee acknowledges and agrees that, in the event of the termination of the Lease and the return of the Equipment as provided for herein, Lessee shall have no interest whatsoever in the Equipment or proceeds thereof and Lessor shall be entitled to retain for its own account the proceeds resulting from any disposition or re-leasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by Lessee pursuant to the terms of the Lease.

6. Any provisions in this Addendum that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

**Dated as of: August 29, 2016**

Lessee: City of Enid, Oklahoma



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

Erin Crawford, CFO



**CERTIFICATE OF INCUMBENCY**  
**LEASE NO. 004-0701654-301**  
**DATED AS OF July 13, 2016**

**X** I, \_\_\_\_\_, do hereby certify that I am the duly elected or appointed and acting Clerk/Secretary of City of Enid, Oklahoma (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of Oklahoma, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

	NAME	TITLE	SIGNATURE
<b>X</b>	_____	_____	_____
	_____	_____	_____

**X** IN WITNESS WHEREOF, I have duly executed this certificate this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**X** Signed: \_\_\_\_\_

**X** Title: \_\_\_\_\_

NOTE: The Clerk or Secretary to the Board should sign unless that person is also the signor of the documents in which case the Board President or some other Officer of the District should execute this document.





**Invoice**

**Date of Invoice:** 07/13/2016  
**Application Number:** 305511  
**Contract Number:** 004-0701654-301

**To:** City of Enid, Oklahoma  
401 West Owen K. Garriott Road  
Enid, OK 73702

**Advance Payments/Security Deposit**

Description	Contract Payment	Sales/Use Tax	Other	Amount
First Payment in Advance	\$365.95	\$0.00		\$365.95
Last Payment in Advance	\$0.00	\$0.00		\$0.00
			\$0.00	\$0.00
<b>Sub Total</b>				<b>\$365.95</b>

**Other Fees/Charges**

Fee Description	Amount
Documentation Fee	\$0.00
<b>Other Fees/Charges Sub Total</b>	
	<b>\$0.00</b>

**Invoice Total Due**

<b>Invoice Total Due</b>	<b>\$365.95</b>
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**Remit Payment with** 866-465-3149  
**Completed Documents to:** OR  
VGM Financial Services, a division of TCF  
National Bank  
1111 West San Marnan Dr, Suite A2 West  
Waterloo, IA 50701-8926



# Delivery and Acceptance

"Lessee"
City of Enid, Oklahoma, 401 West Owen K. Garriott Road, Enid, OK 73702
"Lessor"
VGM Financial Services, a division of TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

Delivery and Acceptance agreement attached to and made a part of Lease 004-0701654-301 dated July 13, 2016 (the "Lease").

**This Certificate relates to the Equipment (the "Equipment") that is described in the Lease.**

Pursuant to the Lease, Lessee acknowledges that Lessor has acquired the Equipment in connection with the Lease and Lessee has either received a copy of the purchase agreement with the vendor of the Equipment on or before signing the Lease or has approved such purchase. Lessee hereby represents, warrants and certifies that (i) all of the Equipment has been delivered to Lessee at the Equipment Location set forth in the Lease and has been installed, tested and inspected by Lessee or duly authorized representatives of Lessee, (ii) the Equipment Description set forth in the Lease is complete and correct, (iii) the Equipment, together with any supporting documentation, is exactly what Lessee ordered, is in good working order, is satisfactory in all respects and has been accepted by Lessee under the Lease as of the Acceptance Date set forth below, and (iv) there has been no adverse change in the business or financial condition of Lessee or any guarantor of the Lease since the day the most recent financial statement of Lessee or any guarantor was submitted to Lessor. If Lessee has made a deposit to the Equipment vendor(s), by signing this Certificate, Lessee hereby transfers all of Lessee's right, title and interest in and to the Equipment to Lessor, except to the extent set forth in the Lease, whether or not Lessee has been reimbursed for the deposit(s).

IMPORTANT: LESSEE SHOULD SIGN THIS CERTIFICATE ONLY AFTER LESSEE HAS RECEIVED AND IS COMPLETELY SATISFIED WITH THE EQUIPMENT. BY SIGNING THIS CERTIFICATE, LESSEE (1) IS IRREVOCABLY ACCEPTING THE EQUIPMENT, (2) BECOMES ABSOLUTELY AND IRREVOCABLY OBLIGATED TO LESSOR UNDER THE LEASE, AND (3) MAY NOT THEREAFTER REJECT THE EQUIPMENT, CANCEL OR TERMINATE THE LEASE OR DENY ANY STATEMENT MADE IN THIS CERTIFICATE, FOR ANY REASON WHATSOEVER

**X** Acceptance Date: \_\_\_\_\_

Lessee: City of Enid, Oklahoma

**X** By: \_\_\_\_\_ Title: \_\_\_\_\_

**X** Printed Name: \_\_\_\_\_

**Please Complete and return this document by Fax to 800-741-8079 upon delivery and acceptance of the financed Equipment.**

**City Commission Meeting**

9. 14.

**Meeting Date:** 09/20/2016

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

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**SUBJECT:**

**CONSIDER AND EXECUTE A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF ENID AND GARY PALECEK FOR PROPERTY LOCATED AT 110-112 EAST OWEN K. GARRIOTT ROAD.**

**BACKGROUND:**

This is a companion item to 8.7 and 12.1. Security National Bank of Enid (SNB), mortgagee of the property at 110-112 East Garriott Road, brought an action in District Court to foreclose on the property. SNB agreed to allow the City to purchase the property for the amount due to the bank, \$155,000.00. SNB agreed to pay the unpaid ad valorem taxes from 2014 and 2015 and the City will pay all closing costs.

**RECOMMENDATION:**

Consider and execute agreement.

**PRESENTER:**

Andrea L. Chism, City Attorney.

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**Attachments**

Palecek Agreement

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**APPROVAL BY THE CITY OF ENID**

The attached Contract for Sale of Real Estate by and between the City of Enid and Gary Palecek is hereby approved by the City of Enid, Oklahoma, effective on this 20th day of September, 2016.

THE CITY OF ENID,  
An Oklahoma Municipal Corporation

---

William E. Shewey, Mayor

(SEAL)

ATTEST:

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Linda Parks, City Clerk

## CONTRACT FOR SALE OF REAL ESTATE

This Contract is entered into by and between Gary Palecek, a single person, hereinafter referred to as "Seller," and the City of Enid, Oklahoma, an Oklahoma Municipal Corporation, hereinafter referred to as "Buyer."

### WITNESSETH:

WHEREAS, the Seller owns real property which is the subject of a foreclosure action within the city limits of the City of Enid, Oklahoma; and,

WHEREAS, Buyer desires to purchase the Seller's real property; and,

WHEREAS, the Seller desires to sell the real property and avoid further foreclosure litigation; and,

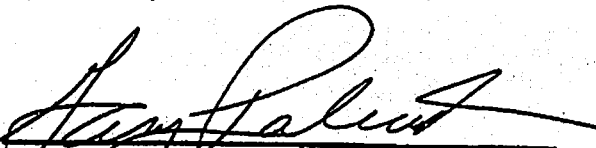
WHEREAS, Mortgagee of the real property, Security National Bank of Enid, has consented to the Seller's sale of the real property to Buyer.

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::

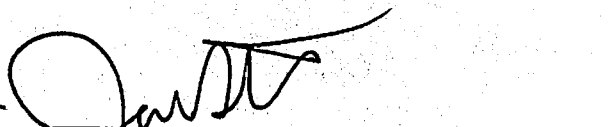
1. **Sale.** Seller agrees to sell and convey to Buyer by Warranty Deed and Buyer agrees to purchase the following described real estate (the "Property") located in Garfield County, Oklahoma:  
  
Lots Twelve (12), Thirteen (13), and Fourteen (14), Block Fifty-Eight (58), Original Townsite of Enid, Oklahoma, according to the recorded plat thereof; LESS AND EXCEPT the North fifty (50) feet thereof.
2. **Purchase Price.** The total Purchase Price is One Hundred Fifty-Five Thousand Dollars (\$155,000.00) payable at closing.
3. **Title.** Seller is to provide, within fourteen (14) days prior to closing, an Abstract of Title certified at least to the date of this Contract at Buyer's expense, showing Seller's title to the property to be marketable in fact, as defined by the Title Examination Standards of the Oklahoma Bar. Buyer shall have seven (7) days after receipt of the abstract to deliver to Seller written objections to the condition of Seller's title. No matter shall be construed as a valid objection to title under this Contract unless it is so construed under the "Real Estate Title Examination Standards" of the Oklahoma Bar Association, where applicable. In case of valid objections to title, Seller shall have a reasonable time to satisfy such objections.

4. **Taxes and Prorations.** A. The Mortgagee shall pay in full: 1) All special assessments against the property upon the date of possession, whether or not payable in installments; 2) All taxes other than general ad valorem taxes for the current calendar year, which are a lien upon the property upon the date of closing; and 3) The cost of any item of workmanship or material furnished on or prior to the date of closing which is or may become a lien upon the property. B. General ad valorem taxes for the current year shall be prorated between Mortgagee and Buyer as of the date of possession.
5. **Condition of Property.** Until transfer of possession, risk of loss to the property, ordinary wear and tear excepted, shall be upon Seller; after transfer of possession, such risk shall be upon Buyer.
6. **Closing.** Subject to the provisions of Paragraph 3, the Closing shall be held on or before September 30, 2016, at Guarantee Abstract, Enid, Oklahoma. If there are valid objections to title which require correction, the Closing shall be extended by agreement of the parties. At or prior to the Closing, the Seller shall deliver to the escrow agent a duly executed and acknowledged warranty deed conveying the property to the Buyer for delivery to the Buyer upon payment of the Purchase Price.
7. **Breach or Failure to Close.** Should Buyer perform all of the obligations of Buyer hereunder and Seller shall breach this Contract or fail to perform any of Seller's obligations hereunder, then Buyer may, at Buyer's option, rescind the contract and take any appropriate action for performance or damages. Buyer shall give Seller written notice of the remedy elected by Buyer.
8. **Closing Costs.** Buyer is to pay all Closing Costs.
9. **Effect.** This Contract shall be executed in triplicate and, when executed by both Seller and Buyer, shall be binding and inure to the benefit of Seller and Buyer, their heirs, successors and assigns. This Contract sets forth the complete understanding of Seller and Buyer and supersedes all previous negotiations, representations and agreements between them and their agents. This Contract can only be amended by written agreement by Seller and Buyer. Time is of the essence.
10. **No Sales Commission.** Buyer agrees to indemnify and hold Seller harmless from any claim by any broker that such broker was commissioned by Buyer to acquire the Real Property.

Approved by the Seller:

  
\_\_\_\_\_  
Gary Palecek

Approved by the Buyer:

  
\_\_\_\_\_  
Gerald Gilbert, City Manager

**City Commission Meeting**

9. 15.

**Meeting Date:** 09/20/2016

**Submitted By:** Courtney O'Brien, Executive Assistance

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**SUBJECT:**

**AWARD THE PURCHASE OF READY MIX PORTLAND CEMENT CONCRETE TO ENID CONCRETE COMPANY, INC., ENID, OKLAHOMA, AND DOLESE BROTHERS COMPANY, OKLAHOMA CITY, OKLAHOMA, THROUGH JUNE 30, 2017.**

**BACKGROUND:**

This is a companion item to 12.3. The City of Enid recently solicited bids for Ready Mix Portland Cement Concrete. Specifications provided that the City would purchase this product from the two lowest responsible vendors to ensure that one vendor was readily available as needed. Bids were received from both Enid Concrete Company and Dolese Brothers Company, with the bid from Enid Concrete Company being the lowest responsive bid.

**RECOMMENDATION:**

Award the purchase of Ready Mix Portland Cement Concrete to Enid Concrete Company and Dolese Brothers Company through June 30, 2017.

**PRESENTER:**

Billy McBride, Public Works Director

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**Fiscal Impact**

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

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**Attachments**

Concrete Bids

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

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

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

**READY MIX PORTLAND CEMENT CONCRETE  
BID THROUGH JUNE 30, 2017**

<u>UNIT</u>	<u>ITEM</u>	<u>PER UNIT COST</u>
C.Y.	3000 P.S.I. Ready Mix Portland Cement Concrete	\$ <u>93.75</u>
C.Y.	3000 P.S.I. Ready Mix Portland Cement Concrete with fiber mesh	\$ <u>98.25</u>
C.Y.	3500 P.S.I. Ready Mix Portland Cement Concrete	\$ <u>99.50</u>
C.Y.	3500 P.S.I. Ready Mix Portland Cement Concrete with fiber mesh	\$ <u>104.00</u>
C.Y.	3500 P.S.I. High Early Strength Ready Mix Portland Cement Concrete	\$ <u>102.50</u>
C.Y.	3500 P.S.I. High Early Strength Ready Mix Portland Cement Concrete With fiber mesh	\$ <u>107.00</u>
C.Y.	Flowable Fill	\$ <u>80.00</u>
C.Y.	3500 P.S.I. 3/8 Chips Ready Mix PCC	\$ <u>100.75</u>
C.Y.	3500 P.S.I. 3/8 Chips Ready Mix PCC with fiber mesh	\$ <u>105.25</u>
C.Y.	6000 P.S.I. Cement Concrete	\$ <u>113.50</u>
C.Y.	6000 P.S.I. Cement Concrete with fiber mesh	\$ <u>118.00</u>
C.Y.	6000 P.S.I. Cement Concrete with accelerator	\$ <u>125.50</u>
C.Y.	6000 P.S.I. Cement Concrete with accelerator with fiber mesh	\$ <u>130.00</u>
C.Y.	2800 P.S.I. Cement Concrete mix in 12 hours	\$ <u>NA</u>
LB.	Red Cement Color	\$ <u>NA</u>

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

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

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

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

APPROXIMATE DELIVERY TIME (WEEKS) As scheduled

BIDDER: COMPANY NAME Enid Concrete Co. Inc.

STREET ADDRESS 621 W. Birch

MAILING ADDRESS P.O. Box 1344

CITY, STATE & ZIP CODE Enid, Okla. 73702

TELEPHONE NUMBER 580-237-7766

SIGNED BY NAME (Type or Print) Kent Reim

TITLE Area Manager

SIGNATURE Kent Reim

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

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

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

**READY MIX PORTLAND CEMENT CONCRETE  
BID THROUGH JUNE 30, 2017**

<u>UNIT</u>	<u>ITEM</u>	<u>PER UNIT COST</u>
C.Y.	3000 P.S.I. Ready Mix Portland Cement Concrete	\$ 105.50
C.Y.	3000 P.S.I. Ready Mix Portland Cement Concrete with fiber mesh	\$ 111.50
C.Y.	3500 P.S.I. Ready Mix Portland Cement Concrete	\$ 110.00
C.Y.	3500 P.S.I. Ready Mix Portland Cement Concrete with fiber mesh	\$ 116.00
C.Y.	3500 P.S.I. High Early Strength Ready Mix Portland Cement Concrete	\$ 112.00
C.Y.	3500 P.S.I. High Early Strength Ready Mix Portland Cement Concrete With fiber mesh	\$ 118.00
C.Y.	Flowable Fill	\$ 92.00
C.Y.	3500 P.S.I. 3/8 Chips Ready Mix PCC	\$ 114.00
C.Y.	3500 P.S.I. 3/8 Chips Ready Mix PCC with fiber mesh	\$ 120.00
C.Y.	6000 P.S.I. Cement Concrete	\$ No Bid
C.Y.	6000 P.S.I. Cement Concrete with fiber mesh	\$ No Bid
C.Y.	6000 P.S.I. Cement Concrete with accelerator	\$ No Bid
C.Y.	6000 P.S.I. Cement Concrete with accelerator with fiber mesh	\$ No Bid
C.Y.	2800 P.S.I. Cement Concrete mix in 12 hours	\$ 174.00
LB.	Red Cement Color	\$ 7.50 LB

Delivery charge of \$ 40.00 for less than 2 C.Y and \$ 0.00 for each  
Stop in excess of one. \*\* All delivery fees, prices and conditions of  
quote #16-49720 dated 02 September 2016 will apply.

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

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

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

SPECIFICATIONS: **READY MIX PORTLAND CEMENT CONCRETE**

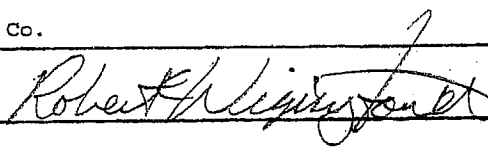
BIDDER WILL STATE APPROXIMATE DELIVERY TIME (OF MATERIAL):

BIDDER'S STATEMENT: Dolese Bros. Co. schedules concrete orders based of a first come

first serve basis. Please call 580-237-2650 for the next available delivery times.

DEALER: Dolese Bros. Co.

SIGNATURE: \_\_\_\_\_



TELEPHONE NUMBER: 405-297-8315

DATE: 02 September 2016



**City Commission Meeting**

9. 16.

**Meeting Date:** 09/20/2016

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

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**SUBJECT:**

**AWARD THE PURCHASE OF CRUSHER RUN ROCK TO DOLESE BROTHERS COMPANY, OKLAHOMA CITY, OKLAHOMA, THROUGH JUNE 30, 2017.**

**BACKGROUND:**

This is a companion item to 12.4. The City of Enid recently solicited bids for Crusher Run Rock. The bid proposal solicited prices on various sizes of crusher run rock through June 30, 2017. Dolese Brothers Company was the only vendor that responded.

**RECOMMENDATION:**

Award the purchase of crusher run rock to Dolese Brothers Company through June 30, 2017.

**PRESENTER:**

Billy McBride, Public Works Director

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**Fiscal Impact**

**Budgeted Y/N:** Y

**Amount:** N/A

**Funding Source:**

Multiple Funds.

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**Attachments**

Bid - Crusher Run Rock

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**PROPOSAL  
FOR  
CRUSHER RUN ROCK  
THE CITY OF ENID, OKLAHOMA**

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

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

**CRUSHER RUN ROCK  
BID THROUGH JUNE 30, 2017**

<u>UNIT</u>	<u>ITEM</u>	FOB ENID STONE YARD	FOB DOVER SAND PLANT
		<u>PER UNIT PICKUP</u>	<u>PER UNIT DELIVERY</u>
TON	3/4" CLEAN ROCK/#1 COVER	\$ 22.56	\$ _____
TON	1" CLEAN ROCK/#67 COVER	\$ 22.39	\$ _____
TON	1 1/2" CLEAN ROCK/#57 COVER	\$ 21.56	\$ _____
TON	3/4" CRUSHER RUN ROCK	\$ NB	\$ _____
TON	1" CRUSHER RUN ROCK	\$ NB	\$ _____
TON	1 1/2" CRUSHER RUN ROCK	\$ 19.56	\$ _____
TON	3/8" SCREENINGS/#6	\$ 18.71	\$ _____
TON	RINSED 3/8" SHOT	\$ NB	\$ _____
TON	CONCRETE SAND	\$ 17.33	\$ 9.90 Per Ton FOB DOVER
TON	WASHED 3/8"/#2 COVER	\$ NB	\$ _____
TON	4" Surge Rock	\$ 21.00	\$ _____

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

BIDDER: COMPANY NAME DOLESE BROS. CO.

STREET ADDRESS 20 NW 13th Street

MAILING ADDRESS PO Box 677

CITY, STATE & ZIP CODE Oklahoma City, Ok. 73101

SIGNED BY: NAME (Type or Print) Leland W. Meiser

TITLE General Sales Manager

SIGNATURE 

**City Commission Meeting**

**9. 17.**

**Meeting Date:** 09/20/2016

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**SUBJECT:**

**APPROVAL OF CLAIMS IN THE AMOUNT OF \$1,602,066.32.**

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**Attachments**

Claimslist

JP Morgan Claimslist

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## PURCHASE ORDER CLAIMS LIST

9/20/2016

**FUND 10 DEPT 000 - N.A.**

01-01472	STAPLES ADVANTAGE	PO0137191	PAPER/TISSUE/ST	\$76.97
01-02082	AT&T MOBILITY	PO0137185	MONTHLY SERVICE 8/16	\$5,082.38
01-03004	ENID SPCA	PO0137247	REIMB/EXAM/VACCINATIONS	\$150.00
01-03030	OKLAHOMA UNIFORM BUILDING CODE	PO0137268	OUBCC 8/16	\$1,140.00
01-03718	BUSINESS WORLD, INC.	PO0137339	MONTHLY SERVICE 9/16	\$132.40
01-04340	STEINERT VETERINARY CLINIC, INC.	PO0137204	REIMB/SPAY/NEUTER	\$20.00
01-04974	LEAGUE MOBILE VET SERVICE	PO0137206	REIMB/SPAY/NEUTER	\$20.00
01-15125	OK GAS & ELECTRIC	PO0137299	MONTHLY SERVICE 8/16	\$1,203.30
01-15125	OK GAS & ELECTRIC	PO0137300	MONTHLY SERVICE 8/16	\$2,951.42
01-15125	OK GAS & ELECTRIC	PO0137301	MONTHLY SERVICE 8/16	\$2,506.91
01-15125	OK GAS & ELECTRIC	PO0137302	MONTHLY SERVICE 8/16	\$64,479.52
01-15125	OK GAS & ELECTRIC	PO0137305	MONTHLY SERVICE 8/16	\$2,043.07
01-15127	OK NATURAL GAS	PO0137420	MONTHLY SERVICE 8/16	\$318.45
01-16010	PIONEER TELEPHONE CO., INC.	PO0137311	MONTHLY SERVICE 9/16	\$496.35
01-19047	AT & T	PO0137309	MONTHLY SERVICE 9/16	\$1,667.76
01-33090	CAT CLINIC, INC.	PO0137246	REIMB/SPAY/NEUTER	\$100.00
01-38840	OAKWOOD VETERINARY CLINIC	PO0137203	REIMB/SPAY/NEUTER	\$145.00
01-53300	ANIMAL CARE OF ENID, INC.	PO0137249	REIMB/SPAY/NEUTER	\$320.00
01-57310	PURCHASE POWER	PO0137193	POSTAGE RESERVE 8/16-6/17	\$20,000.00
01-67400	WESTEL	PO0137310	MONTHLY SERVICE 8/16	\$522.90
<b>N.A. TOTAL</b>				<b>\$103,376.43</b>

**FUND 10 DEPT 100 - ADM. SERVICES**

01-01472	STAPLES ADVANTAGE	PO0137191	INK CARTRIDGE	\$154.41
01-01783	JP MORGAN CHASE	PO0137394	CHASE PAYMENT	\$103.29
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0137374	WAREHOUSE PARTS 8/16	\$145.28
01-05097	CENTRAL NATIONAL BANK CENTER	PO0137376	THREE DOG NIGHT TICKETS (20)	\$580.00
01-05097	CENTRAL NATIONAL BANK CENTER	PO0137376	ENID BRI CLASSIC TICKETS (40)	\$600.00
01-05136	KNOWBE4, INC.	PO0136834	SECURITY AWARENESS TRAINING	\$5,072.63
<b>ADM. SERVICES TOTAL</b>				<b>\$6,655.61</b>

**FUND 10 DEPT 110 - HUMAN RESOURCES**

01-01783	JP MORGAN CHASE	PO0137394	CHASE PAYMENT	\$602.85
01-02082	AT&T MOBILITY	PO0137383	MONTHLY SERVICE 8/16	\$15.75
01-03053	NORTHWEST SHREDDERS, LLC	PO0137386	SECURITY CONSOLE 9/16	\$20.00
01-04129	OK DEPT. OF CORRECTIONS	PO0137412	INMATE COSTS/DOC VAN USAGE 8/16	\$888.69
01-04621	STEPHENS, TIMOTHY	PO0137187	TUITION ASSISTANCE/FALL 2016	\$1,000.00
01-05017	ENID TYPEWRITER CO., INC.	PO0137385	INK CARTRIDGE	\$145.00
01-16004	PDQ PRINTING	PO0137387	INFO CARDS	\$70.00
01-16145	PETTY CASH	PO0137431	REIMB/TRAVEL/S KEY	\$142.56
01-16145	PETTY CASH	PO0137431	REIMB/RETIREMENT GIFT CARD	\$173.00
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0137384	DRUG SCREEN	\$50.00
01-51430	ENID P T PROFESSIONALS	PO0137425	PHYSICALS (8)	\$1,200.00
<b>HUMAN RESOURCES TOTAL</b>				<b>\$4,307.85</b>

**FUND 10 DEPT 120 - LEGAL SVCS.**

01-02154	OAKTREE MEDICAL CENTER, PC	PO0137274	WC/MEDICAL	\$88.00
01-02643	AMERICAN BAR ASSOCIATION	PO0137208	ANNUAL DUES/W GILL	\$177.00
01-03053	NORTHWEST SHREDDERS, LLC	PO0137386	SECURITY CONSOLE 9/16	\$80.00
01-03309	JACQUE BRAWNER DEAN LAW, PLLC	PO0137382	WC/ATTORNEY FEES	\$66.00
01-03898	WEST, RICKEY	PO0137179	WC/TRAVEL REIMB	\$62.10
01-03902	MCGIVERN & GILLIARD A PROFESSIONAL	PO0137264	WC/MEDICAL	\$528.00
01-03902	MCGIVERN & GILLIARD A PROFESSIONAL	PO0137272	WC/MEDICAL	\$275.00
01-03902	MCGIVERN & GILLIARD A PROFESSIONAL	PO0137381	WC/TRAVEL REIMB	\$24.07
01-03921	EXPRESS SCRIPTS, INC.	PO0137323	WC/MEDICAL	\$732.03
01-05134	ENID NEWS & EAGLE	PO0137221	ANNUAL SUBSCRIPTION	\$191.88
01-16145	PETTY CASH	PO0137431	REIMB/COPIES	\$4.00
01-33380	OPFER, DAVID	PO0137180	WC/MEDICAL	\$317.36
01-33380	OPFER, DAVID	PO0137279	WC/MEDICAL	\$317.36
01-80285	DIAGNOSTIC RADIOLOGY CONSULTANTS	PO0137322	WC/MEDICAL	\$122.57
<b>LEGAL SVCS. TOTAL</b>				<b>\$2,985.37</b>

**FUND 10 DEPT 140 - SAFETY**

01-01163	ADVANCED WATER SOLUTIONS	PO0137380	WATER COOLER RENTAL 9/16	\$8.50
01-01783	JP MORGAN CHASE	PO0137394	CHASE PAYMENT	\$325.85
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0137379	HEP B VACCINATION	\$50.00
<b>SAFETY TOTAL</b>				<b>\$384.35</b>

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

01-01163	ADVANCED WATER SOLUTIONS	PO0137282	WATER COOLER RENTAL 9/16	\$31.80
01-01586	DISH NETWORK	PO0137212	MONTHLY SERVICE 8/16	\$65.02
01-01783	JP MORGAN CHASE	PO0137394	CHASE PAYMENT	\$99.00
01-72920	EAGLE MARKETING, INC.	PO0137265	CHAMBER DIRECTORY	\$461.00
<b>PR/MARKETING TOTAL</b>				<b>\$656.82</b>

**FUND 10 DEPT 200 - GENERAL GOVERNMENT**

01-01783	JP MORGAN CHASE	PO0137394	CHASE PAYMENT	\$493.62
01-02656	ROGGOW CONSULTING	PO0135964	CONSULTING SERVICE 9/16	\$4,000.00
01-05134	ENID NEWS & EAGLE	PO0137418	PUBLICATION	\$51.30
01-07098	GARFIELD CO. TREASURER	PO0137417	ACCRUED CERT COSTS/1515 S VAN BUREN	\$40.98
01-16145	PETTY CASH	PO0137432	REIMB/COPIES/FILING FEES	\$74.00
01-39700	GARFIELD CO. LEGAL NEWS	PO0137416	PUBLICATION	\$57.75
01-42400	AT & T	PO0137202	MONTHLY SERVICE 9/16	\$483.39
01-58150	MCAFFEE & TAFT	PO0137335	PROFESSIONAL LEGAL SERVICE	\$744.00
<b>GENERAL GOVERNMENT TOTAL</b>				<b>\$5,945.04</b>

**FUND 10 DEPT 210 - ACCOUNTING**

01-01163	ADVANCED WATER SOLUTIONS	PO0137198	WATER COOLER RENTAL 9/16	\$51.20
01-01783	JP MORGAN CHASE	PO0137394	CHASE PAYMENT	\$87.00
01-03053	NORTHWEST SHREDDERS, LLC	PO0137386	SECURITY CONSOLE 9/16	\$20.00
<b>ACCOUNTING TOTAL</b>				<b>\$158.20</b>

**FUND 10 DEPT 220 - RECORDS & RECEIPTS**

01-01783	JP MORGAN CHASE	PO0137394	(CREDIT) RETURN/PRINTER CARTRIDGE	(\$25.95)
<b>RECORDS &amp; RECEIPTS TOTAL</b>				<b>-\$25.95</b>

**FUND 10 DEPT 250 - INFORMATION TECHNOLOGY**

01-01783	JP MORGAN CHASE	PO0137394	CHASE PAYMENT	\$64.52
01-49880	DELL MARKETING, LP	PO0136943	ANNUAL SERVER WARRANTY RENEWAL (3)	\$6,360.54
<b>INFORMATION TECHNOLOGY TOTAL</b>				<b>\$6,425.06</b>

**FUND 10 DEPT 300 - COMMUNITY DEVELOPMENT**

01-16145	PETTY CASH	PO0137389	REIMB/MEAL/MAPC MTG	\$75.00
<b>COMMUNITY DEVELOPMENT TOTAL</b>				<b>\$75.00</b>

**FUND 10 DEPT 350 - CODE ENFORCEMENT**

01-01783	JP MORGAN CHASE	PO0137394	CHASE PAYMENT	\$109.37
01-03053	NORTHWEST SHREDDERS, LLC	PO0137386	SECURITY CONSOLE 9/16	\$20.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0137374	WAREHOUSE PARTS 8/16	\$461.02
01-04732	DEAL LAWN CARE	PO0137237	MOW/713 N INDEPENDENCE	\$60.00
01-04732	DEAL LAWN CARE	PO0137237	MOW/125 W HACKBERRY	\$60.00
01-04732	DEAL LAWN CARE	PO0137237	MOW/1505 E MAPLE	\$60.00
01-04732	DEAL LAWN CARE	PO0137237	MOW/1225 E MAPLE	\$60.00
01-04732	DEAL LAWN CARE	PO0137348	MOW/402 LAKEVIEW DR	\$60.00
01-04732	DEAL LAWN CARE	PO0137333	MOW/323 W ASH	\$120.00

01-04732	DEAL LAWN CARE	PO0137333	MOW/1325 S CLEVELAND	\$200.00
01-04732	DEAL LAWN CARE	PO0137333	MOW/2110 MEADOWBROOK DR	\$60.00
01-04732	DEAL LAWN CARE	PO0137415	MOW/1559 N QUINCY	\$60.00
01-04766	CLM MOWING	PO0137331	MOW/1609 W MAPLE	\$75.00
01-04766	CLM MOWING	PO0137331	MOW/1420 W PINE	\$75.00
01-04766	CLM MOWING	PO0137350	MOW/1312 W OKLAHOMA	\$75.00
01-05033	DREWKE & SON'S LAWN CARE	PO0137346	MOW/1906 E BROADWAY	\$60.00
01-05033	DREWKE & SON'S LAWN CARE	PO0137346	MOW/302 S JEFFERSON	\$90.00
01-05033	DREWKE & SON'S LAWN CARE	PO0137346	MOW/601 W CHEROKEE	\$60.00
01-05033	DREWKE & SON'S LAWN CARE	PO0137346	MOW/320 S 20TH	\$60.00
01-05033	DREWKE & SON'S LAWN CARE	PO0137346	MOW/313 W INDIANA	\$60.00
01-05033	DREWKE & SON'S LAWN CARE	PO0137346	MOW/224 W ILLINOIS	\$60.00
01-05033	DREWKE & SON'S LAWN CARE	PO0137334	MOW/421 N OAKWOOD	\$60.00
01-05033	DREWKE & SON'S LAWN CARE	PO0137334	MOW/342 E COTTONWOOD	\$60.00
01-05087	JACKSON'S WRECKING & DEMOLITION	PO0135913	DEMO/1124 N 2ND/702 S GRAND	\$3,500.00
01-05118	CUSTOM CUTTERS LAWN CARE	PO0137325	MOW/1410 W ELM	\$65.00
01-05118	CUSTOM CUTTERS LAWN CARE	PO0137325	MOW/3601 W CHESTNUT	\$200.00
01-05118	CUSTOM CUTTERS LAWN CARE	PO0137325	MOW/WILLOW/ROCKWOOD	\$45.00
01-05118	CUSTOM CUTTERS LAWN CARE	PO0137414	MOW/2604 N QUINCY	\$75.00
01-16145	PETTY CASH	PO0137390	REIMB/FILING FEES	\$216.00
01-16145	PETTY CASH	PO0137423	REIMB/FILING FEES	\$362.00
<b>CODE ENFORCEMENT TOTAL</b>				<b>\$6,528.39</b>

**FUND 10 DEPT 400 - ENGINEERING**

01-01163	ADVANCED WATER SOLUTIONS	PO0137282	WATER COOLER RENTAL 9/16	\$70.10
01-01472	STAPLES ADVANTAGE	PO0137191	PEN REFILLS	\$13.74
01-01783	JP MORGAN CHASE	PO0137394	CHASE PAYMENT	\$475.00
01-02116	MESHEK & ASSOCIATES, PLC	PO0136207	G-1701A VIEWER UPDATE/GIS HOST	\$1,287.50
01-02261	ENVIRONMENTAL SYSTEMS RESEARCH INS	PO0137188	ANNUAL ARC GIS MAINTENANCE (4)	\$4,150.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0137374	WAREHOUSE PARTS 8/16	\$198.45
01-16145	PETTY CASH	PO0137421	REIMB/TRAVEL/C GDANSKI	\$108.54
<b>ENGINEERING TOTAL</b>				<b>\$6,303.33</b>

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

01-01783	JP MORGAN CHASE	PO0137394	CHASE PAYMENT	\$131.39
01-04116	DOWNTOWN THREADS	PO0137407	LOGO SHIRTS (5)/E GLENN	\$87.70
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0137374	WAREHOUSE PARTS 8/16	\$249.47
<b>PUBLIC WORKS MGMT TOTAL</b>				<b>\$468.56</b>

**FUND 10 DEPT 710 - FLEET MAINTENANCE**

01-01783	JP MORGAN CHASE	PO0137394	CHASE PAYMENT	\$1,294.56
01-02021	B'S QUALITY DOOR, INC.	PO0137241	OVERHEAD DOOR REPAIR	\$191.25
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0137374	WAREHOUSE PARTS 8/16	\$3,810.62
01-05023	G&K SERVICES	PO0137393	UNIFORM RENTAL (7)	\$51.39
01-13017	MUNN SUPPLY, INC.	PO0137231	CYLINDER RENTAL	\$62.72
01-13218	MYERS TIRE SUPPLY, INC.	PO0137395	TIRE GAUGES/STRINGS	\$59.62
01-30830	LOCKE SUPPLY, INC.	PO0137232	PIPE/VALVE/SEALANT/FITTINGS	\$331.13
01-35300	UNIFIRST, INC.	PO0137223	SHOP TOWEL SERVICE	\$109.31
01-35300	UNIFIRST, INC.	PO0137400	SHOP TOWEL SERVICE	\$221.62
<b>FLEET MAINTENANCE TOTAL</b>				<b>\$6,132.22</b>

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

01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0137307	ANGLE IRON	\$79.36
01-01783	JP MORGAN CHASE	PO0137394	CHASE PAYMENT	\$9,240.02
01-03000	CARTER PAINT CO.	PO0137399	PAINT/PRIMER	\$444.54
01-03107	CHEM-CAN SERVICES, INC.	PO0137317	PORTABLE TOILET RENTAL 8/16	\$649.00
01-04157	CONSOLIDATED ELECTRICAL DISTRIBUTO	PO0135673	POLE/LED LIGHT	\$2,178.00
01-04291	REC1	PO0137398	SOFTWARE ASSESSMENT FEES	\$100.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0137374	WAREHOUSE PARTS 8/16	\$1,141.86
01-04372	BASS FIRE CO.	PO0137230	MONTHLY MONITORING 9/16	\$225.00
01-05005	ENID CONCRETE CO., INC.	PO0137401	SAND	\$165.00
01-05005	ENID CONCRETE CO., INC.	PO0137443	CONCRETE	\$947.50

01-05012	ENID WINNELSON COMPANY, INC.	PO0137318	FAUCET/VALVE/FITTINGS	\$194.60
01-05023	G&K SERVICES	PO0137393	UNIFORM RENTAL (32)	\$149.78
01-13017	MUNN SUPPLY, INC.	PO0137315	WELDING ROD	\$11.99
01-16145	PETTY CASH	PO0137389	REIMB/CDL RENEWAL/B HAND	\$55.45
01-18116	RAMSEY'S WHAT EVER STORE	PO0137285	DOOR HANDLE	\$4.95
01-19001	STANLEY'S WRECKER SERVICE	PO0137224	V500 TOW	\$150.00
01-19004	SHERWIN-WILLIAMS CO., INC.	PO0137365	PAINT	\$104.86
01-30830	LOCKE SUPPLY, INC.	PO0137232	IRRIGATION REPAIR/VALVES/ADAPTERS	\$158.06
01-30830	LOCKE SUPPLY, INC.	PO0137314	ADAPTER/COUPLER/FITTINGS	\$27.51
01-30830	LOCKE SUPPLY, INC.	PO0137406	PLUG/PVC FITTINGS	\$15.61
01-35300	UNIFIRST, INC.	PO0137316	SHOP TOWEL SERVICE	\$54.00
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0137196	DIESEL	\$393.33
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0137220	POLE SAW/CHAIN SAW CHAIN	\$619.49
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0137222	ETHANOL SHIELD	\$145.45
01-59360	FASTENAL COMPANY	PO0137229	NUTS/SCREWS	\$3.81
01-59360	FASTENAL COMPANY	PO0137313	SCREWS/FITTINGS	\$15.61
01-80246	ATWOODS	PO0137199	BOOTS/R AVILEZ	\$99.99
01-80246	ATWOODS	PO0137225	WATER/ANTI-FREEZE/CARB CLEANER	\$79.05
01-80246	ATWOODS	PO0137276	TRAILER LIGHT KIT/FITTINGS	\$205.69
01-80312	DAN CORNFORTH LOCK & SAFE	PO0137228	DOOR LOCKS (24)/KEYS (4)	\$343.20
01-80312	DAN CORNFORTH LOCK & SAFE	PO0137284	RE-KEY KELLETT RESTROOMS	\$276.00
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0137227	BULBS/WRENCH/PAINT/WASP SPRAY	\$86.17
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0137227	PAINT BRUSHES (4)/ROLLER FRAMES (2)	\$8.54
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0137278	MARKING PAINT/SCREWS/BOLTS	\$39.75
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0137397	TAPE/TOWELS	\$25.15
<b>PARKS &amp; RECREATION TOTAL</b>				<b>\$18,438.32</b>

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

01-01783	JP MORGAN CHASE	PO0137394	CHASE PAYMENT	\$291.02
01-02243	BB MACHINE & SUPPLY, INC.	PO0137396	V161 HOSE/HOSE STEMS	\$144.30
01-02243	BB MACHINE & SUPPLY, INC.	PO0137403	O-RINGS (2)	\$4.62
01-02382	WINFIELD SOLUTIONS, LLC	PO0137408	PESTICIDE/HERBICIDE	\$1,658.49
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0137216	V181 HYDRAULIC REPAIR	\$897.00
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0137292	V161/V162 RIPPING TEETH	\$328.32
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0137402	V940 HEADLIGHT CONNECTOR	\$15.36
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0137441	V192 EXHAUST SYSTEM REPAIR	\$1,551.23
01-04209	PATTERSON MOWING	PO0135963	MOW/CLEAN/RIGHT OF WAY	\$3,250.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0137374	WAREHOUSE PARTS 8/16	\$5,313.06
01-04766	CLM MOWING	PO0135962	MOW/CLEAN/RIGHT OF WAY	\$3,400.00
01-05005	ENID CONCRETE CO., INC.	PO0137189	CONCRETE	\$2,348.50
01-05005	ENID CONCRETE CO., INC.	PO0137214	CONCRETE	\$992.07
01-05114	HRT SERVICE COMPANY, LLC	PO0136326	MOW/RIGHT OF WAY	\$1,600.00
01-08022	HUGHES LUMBER CO., LLC	PO0137312	EXP JOINTS (5)	\$30.30
01-08022	HUGHES LUMBER CO., LLC	PO0137409	CEMENT	\$57.12
01-20106	T & W TIRE, INC.	PO0137435	V132 WHEEL	\$533.95
01-33210	P & K EQUIPMENT, INC.	PO0137410	SEALS (2)	\$50.30
01-76250	LOGAN COUNTY ASPHALT COMPANY	PO0137194	PROLINE PATCH	\$1,562.01
01-76250	LOGAN COUNTY ASPHALT COMPANY	PO0137424	PROLINE PATCH	\$4,697.27
01-80153	KINNUNEN, INC.	PO0137411	GREASE TUBE/GLOVES/FIRST AID KITS (3)	\$136.32
01-80153	KINNUNEN, INC.	PO0137411	LIMESTONE	\$40.32
01-80246	ATWOODS	PO0137225	PUMP	\$82.98
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0137397	HANDLE WHEEL/SEAL TAPE/VALVE	\$10.45
<b>STRMWTR &amp; ROADWAY MAINT. TOTAL</b>				<b>\$28,994.99</b>

**FUND 10 DEPT 750 - TECHNICAL SERVICES**

01-01783	JP MORGAN CHASE	PO0137394	CHASE PAYMENT	\$3,784.14
01-03006	A1 SECURITY CAMERAS	PO0136499	VIDEO RECORDER	\$1,701.00
01-04157	CONSOLIDATED ELECTRICAL DISTRIBUTO	PO0136546	DOWNTOWN LIGHTS (30)	\$2,338.50
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0137374	WAREHOUSE PARTS 8/16	\$255.13
01-04553	CIMARRON IRON & STEEL	PO0137213	METAL	\$378.40
01-16008	PINKLEY SALES CO.	PO0137293	CAMERA REPAIR	\$531.25
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0137196	DIESEL	\$393.34
<b>TECHNICAL SERVICES TOTAL</b>				<b>\$9,381.76</b>

**FUND 10 DEPT 900 - LIBRARY**

01-00085	PITNEY BOWES	PO0137326	POSTAGE LEASE 8/16	\$86.59
01-00793	ONESOURCE MANAGED SERVICES	PO0137364	COPIER USAGE 9/16	\$108.60
01-01338	J & P SUPPLY, INC.	PO0137211	TISSUE	\$18.22
01-01338	J & P SUPPLY, INC.	PO0137327	RAGS	\$18.20
01-01783	JP MORGAN CHASE	PO0137394	CHASE PAYMENT	\$4,572.86
01-03053	NORTHWEST SHREDDERS, LLC	PO0137386	SECURITY CONSOLE 9/16	\$40.00
01-03454	OCLC ONLINE COMPUTER LIBRARY CENTE	PO0137434	MONTHLY CATALOG SUBSCRIPTION 9/16	\$1,213.99
01-05152	VICKERY, PAUL S	PO0137281	PERFORMANCE	\$300.00
01-07015	GALE GROUP THE	PO0137207	BOOK	\$21.00
01-07015	GALE GROUP THE	PO0137210	BOOKS (6)	\$147.69
01-16004	PDQ PRINTING	PO0137219	WINDOW ENVELOPES	\$135.00
01-23010	WALLER GLASS COMPANY, INC.	PO0125349	CROMWELL/MJR 14/15 DOORS/GLASS	\$3,850.00
01-55120	QUILL CORPORATION, INC.	PO0137361	CUPS/PLASTIC CUTLERY/TISSUE/FOLDERS	\$326.33
01-57360	UNIVERSAL MANAGEMENT COMPANY	PO0137186	JANITORIAL SERVICE 8/16	\$1,638.07
01-80177	ALVARADO'S QUALITY MOWING	PO0137239	LAWN SERVICE 8/16	\$120.00
<b>LIBRARY TOTAL</b>				<b>\$12,596.55</b>

**FUND 10 DEPT 950 - SALES TAX TRANS.**

01-03060	CENTRAL NATIONAL BANK	PO0137296	EMA SALES TAX TRANSFER 9/16	\$724,382.87
01-19099	SECURITY NATIONAL BANK	PO0137298	SCHOOL SALES TAX TRANSFER 9/16	\$95,780.07
01-77520	BANK OF OKLAHOMA, NA	PO0137297	SCHOOL BOND TAX TRANSFER 9/16	\$85,315.65
<b>SALES TAX TRANS. TOTAL</b>				<b>\$905,478.59</b>

**FUND 10 DEPT 955 - CAPITAL ASSETS & PROJECTS**

01-05149	VANSTAVERN DESIGN GROUP, INC.	PO0137195	DESIGN SERVICE/WALK OF FAME	\$2,499.00
<b>CAPITAL ASSETS &amp; PROJECTS TOTAL</b>				<b>\$2,499.00</b>

**FUND 12 DEPT 125 - SPECIAL PROJECT**

01-01783	JP MORGAN CHASE	PO0137394	CHASE PAYMENT	\$534.20
01-04009	COVERTRACK GROUP, INC.	PO0137263	SUBSCRIPTION RENEWAL	\$600.00
<b>SPECIAL PROJECT TOTAL</b>				<b>\$1,134.20</b>

**FUND 14 DEPT 145 - HEALTH FUND**

01-01783	JP MORGAN CHASE	PO0137394	CHASE PAYMENT	\$159.44
01-05103	SA BENEFIT SERVICES, LLC	PO0137427	STOP LOSS FEE 10/16	\$18,416.25
01-78180	BLUE CROSS BLUE SHIELD OK	PO0137438	DENTAL FEES 8/16	\$1,791.70
01-78180	BLUE CROSS BLUE SHIELD OK	PO0137438	DENTAL CLAIMS 8/16	\$22,801.80
01-78180	BLUE CROSS BLUE SHIELD OK	PO0137438	HEALTH ADMIN FEES 8/16	\$20,414.87
01-78180	BLUE CROSS BLUE SHIELD OK	PO0137438	HEALTH CLAIMS 8/16	\$304,211.03
<b>HEALTH FUND TOTAL</b>				<b>\$367,795.09</b>

**FUND 20 DEPT 205 - AIRPORT**

01-01338	J & P SUPPLY, INC.	PO0137336	TOWELS	\$107.76
01-01338	J & P SUPPLY, INC.	PO0137391	CUPS	\$34.96
01-01783	JP MORGAN CHASE	PO0137394	CHASE PAYMENT	\$630.68
01-01882	WEATHER SERVICES INTERNATIONAL	PO0137290	PILOTBRIEF 9/16-11/16	\$564.00
01-02712	FARMER BROS. CO.	PO0137238	COFFEE	\$43.77
01-02857	DML POWER WASHING	PO0137289	POWER WASH/VENT HOOD	\$375.00
01-03022	CULLIGAN OF ENID	PO0137329	SOLAR SALT (3)	\$22.50
01-03122	CROWN PRODUCTS, INC.	PO0137242	VALVE/SPRINGS/RETAINER/SEAL	\$264.74
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0137374	WAREHOUSE PARTS 8/16	\$30.67
01-04684	OROSCO, NANCY	PO0137328	JANITORIAL SERVICE 9/16	\$187.50
01-13173	MYRON MFG CORP	PO0137288	CALENDARS (80)	\$296.27
01-16145	PETTY CASH	PO0137429	REIMB/TRAVEL/D OHNESORGE	\$102.71
01-16145	PETTY CASH	PO0137429	REIMB/TRAVEL/C ARTHUR	\$128.52
01-23062	WATER ONE, INC.	PO0137245	WATER SOFTENER RENTAL 9/16	\$47.00
01-42400	AT & T	PO0137202	MONTHLY SERVICE 9/16	\$259.90



01-50210	LOWE'S HOME CENTERS, INC.	PO0137324	TRIMMER HEAD/ASPHALT PATCH/KEYS (5)	\$46.21
01-80343	FENTRESS OIL COMPANY, INC.	PO0137183	OIL/ST	\$418.95
01-80343	FENTRESS OIL COMPANY, INC.	PO0137235	OIL/ST	\$189.00
			<b>AIRPORT TOTAL</b>	<b>\$3,750.14</b>

**FUND 22 DEPT 225 - GOLF**

01-01783	JP MORGAN CHASE	PO0137394	CHASE PAYMENT	\$769.91
01-04173	DE LAGE PUBLIC FINANCE, LLC.	PO0137337	BLADE GRINDER LEASE 10/16	\$377.15
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0137374	WAREHOUSE PARTS 8/16	\$80.85
01-05134	ENID NEWS & EAGLE	PO0137330	ADVERTISING	\$100.00
01-40180	WAY OUT WEST	PO0137266	BOOTS/E LAMB	\$125.00
01-65460	ACTSHON PEST CONTROL	PO0137234	PEST CONTROL 9/16	\$75.00
01-80246	ATWOODS	PO0137267	JEANS/E LAMB	\$53.28
01-80246	ATWOODS	PO0137267	JEANS/G NASH	\$59.97
			<b>GOLF TOTAL</b>	<b>\$1,641.16</b>

**FUND 31 DEPT 230 - UTILITY BILLING**

01-01783	JP MORGAN CHASE	PO0137394	CHASE PAYMENT	\$121.80
01-03053	NORTHWEST SHREDDERS, LLC	PO0137386	SECURITY CONSOLE 9/16	\$20.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0137374	WAREHOUSE PARTS 8/16	\$843.61
01-16145	PETTY CASH	PO0137421	REIMB/CLASS D TEST/K HACKETT	\$10.00
01-72350	SUMMIT BUSINESS SYS., INC.	PO0137190	ANNUAL SORTER MAINT RENEWAL	\$4,426.00
			<b>UTILITY BILLING TOTAL</b>	<b>\$5,421.41</b>

**FUND 31 DEPT 760 - SOLID WASTE SERVICES**

01-00103	WARREN CAT, INC.	PO0137233	V265 RETAINER	\$64.80
01-00103	WARREN CAT, INC.	PO0137319	V265 OIL SAMPLE	\$380.77
01-00103	WARREN CAT, INC.	PO0137340	RENTAL LOADER REPAIR	\$346.84
01-01163	ADVANCED WATER SOLUTIONS	PO0137282	WATER COOLER RENTAL 9/16	\$30.00
01-01363	J & R EQUIPMENT, LLC	PO0136769	V211 HYDRAULIC PUMP	\$5,100.53
01-01783	JP MORGAN CHASE	PO0137394	CHASE PAYMENT	\$358.27
01-03022	CULLIGAN OF ENID	PO0137405	BOTTLED WATER	\$42.00
01-03022	CULLIGAN OF ENID	PO0137405	WATER COOLER RENTAL 9/16	\$8.50
01-03107	CHEM-CAN SERVICES, INC.	PO0137375	PORTABLE TOILET RENTAL 9/16	\$175.00
01-03107	CHEM-CAN SERVICES, INC.	PO0137375	SEPTIC TANK CLEANING	\$200.00
01-03110	VERMEER GREAT PLAINS	PO0137404	CUTTERS (20)	\$598.07
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0135688	COMPACTOR END CAP REPLACEMENT	\$3,422.99
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0137402	V261 FILTER ELEMENT	\$277.97
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0137422	V261 ENGINE SERVICE	\$1,593.17
01-03921	EXPRESS SCRIPTS, INC.	PO0137323	WC/MEDICAL	\$683.98
01-04072	BIG TRUCK, LLC	PO0136807	FRONT LOADER RENTAL	\$11,656.12
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0137374	WAREHOUSE PARTS 8/16	\$43,578.87
01-04962	COMMUNITY NATIONAL BANK OF OKARCHE	PO0135959	DOZER LEASE 9/16	\$6,508.65
01-04962	COMMUNITY NATIONAL BANK OF OKARCHE	PO0135960	COMPACTOR LEASE 9/16	\$7,906.67
01-05023	G&K SERVICES	PO0137226	UNIFORM RENTAL (20)	\$90.28
01-05023	G&K SERVICES	PO0137303	UNIFORM RENTAL (10)	\$68.95
01-05023	G&K SERVICES	PO0137393	UNIFORM RENTAL (19)	\$286.24
01-07102	GARFIELD R W D #5	PO0137287	MONTHLY SERVICE 8/16	\$59.35
01-39640	RADIOLOGY ASSOC. OF ENID	PO0137370	WC/MEDICAL	\$35.83
01-40180	WAY OUT WEST	PO0137266	BOOTS/J REDDING	\$125.00
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0137196	DIESEL	\$393.33
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0137222	ETHANOL SHIELD	\$145.45
01-80246	ATWOODS	PO0137354	AIR BLOWERS (2)	\$34.97
			<b>SOLID WASTE SERVICES TOTAL</b>	<b>\$84,172.60</b>

**FUND 31 DEPT 785 - PUBLIC UTILITIES MGMT**

01-01783	JP MORGAN CHASE	PO0137394	CHASE PAYMENT	\$126.60
01-03512	PACE ANALYTICAL SERVICES, INC.	PO0137218	SAMPLE ANALYSIS	\$600.50
01-16145	PETTY CASH	PO0137388	REIMB/REG FEE/B BRUMMIT	\$150.00
01-16145	PETTY CASH	PO0137421	REIMB/OML TRAINING/L MINTZ	\$205.20
			<b>PUBLIC UTILITIES MGMT TOTAL</b>	<b>\$1,082.30</b>

**FUND 31 DEPT 790 - WATER PRODUCTION**

01-00320	UNIVAR USA, INC.	PO0137428	HYDROCHLORIC ACID	\$1,694.93
01-01005	ALFALFA ELECTRIC COOPERATIVE	PO0137430	MONTHLY SERVICE 9/16	\$16,300.74
01-01178	ACCURATE, INC.	PO0137372	SAMPLE ANALYSIS	\$200.00
01-01178	ACCURATE, INC.	PO0137442	ANNUAL EPA TESTING	\$3,312.00
01-01178	ACCURATE, INC.	PO0137426	SAMPLE ANALYSIS	\$1,088.00
01-01783	JP MORGAN CHASE	PO0137394	CHASE PAYMENT	\$2,071.90
01-02082	AT&T MOBILITY	PO0137349	MONTHLY SERVICE 8/16	\$54.78
01-04038	OK DEPT OF ENVIRONMENTAL QUALITY	PO0137373	SAMPLE ANALYSIS	\$110.04
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0137374	WAREHOUSE PARTS 8/16	\$974.60
01-04847	W.W. STARR LUMBER CO., INC.	PO0137367	CAULK/KNOB/BITS	\$62.74
01-05023	G&K SERVICES	PO0137369	UNIFORM RENTAL (20)	\$93.38
01-13017	MUNN SUPPLY, INC.	PO0137377	CYLINDER RENTAL	\$2.10
01-30830	LOCKE SUPPLY, INC.	PO0137378	FITTINGS	\$1.94
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0137196	DIESEL	\$393.33
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0137222	ETHANOL SHIELD	\$145.45
<b>WATER PRODUCTION TOTAL</b>				<b>\$26,505.93</b>

**FUND 31 DEPT 795 - WATER RECLAMATION SERVICES**

01-00447	FRONTIER EQUIP. SALES, LLC	PO0137294	AMP BREAKER	\$28.94
01-01783	JP MORGAN CHASE	PO0137394	CHASE PAYMENT	\$661.15
01-04033	DOLESE BROTHERS CO., INC.	PO0137283	ROCK	\$1,304.65
01-04033	DOLESE BROTHERS CO., INC.	PO0137392	ROCK	\$250.53
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0137374	WAREHOUSE PARTS 8/16	\$13,588.01
01-04429	STOVER & ASSOCIATES, INC	PO0137192	POSTAGE 7/16	\$8.90
01-04563	XPRESS WELLNESS, LLC	PO0137269	WC/MEDICAL	\$59.49
01-04967	ALFA LAVAL, INC.	PO0137008	HYDRAULIC PUMP	\$1,460.68
01-05005	ENID CONCRETE CO., INC.	PO0137401	CONCRETE	\$920.00
01-05023	G&K SERVICES	PO0137291	UNIFORM RENTAL (15)	\$69.69
01-05023	G&K SERVICES	PO0137393	UNIFORM RENTAL (15)	\$69.69
01-12007	LUCKINBILL, INC.	PO0137286	SEWER LINE	\$210.00
01-35830	ENID NEW HOLLAND, INC.	PO0137295	V348 PISTONS/FILTER/HANDLE	\$1,276.95
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0137196	DIESEL	\$393.33
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0137222	ETHANOL SHIELD	\$145.45
<b>WATER RECLAMATION SERVICES TOTAL</b>				<b>\$20,447.46</b>

**FUND 31 DEPT 799 - WASTEWATER PLANT MGMT**

01-01178	ACCURATE, INC.	PO0137304	SAMPLE ANALYSIS	\$1,315.00
01-01783	JP MORGAN CHASE	PO0137394	CHASE PAYMENT	\$1,294.95
01-02243	BB MACHINE & SUPPLY, INC.	PO0137403	SEAL	\$128.10
01-03199	AIR MAC, INC.	PO0134828	BLOWER REPAIR	\$20,636.35
01-03199	AIR MAC, INC.	PO0135966	BLOWER REPAIR	\$18,900.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0137374	WAREHOUSE PARTS 8/16	\$198.16
01-04429	STOVER & ASSOCIATES, INC	PO0136891	PLANT MGMT SERVICES	\$105,264.21
01-59250	USA BLUEBOOK	PO0136767	SUBMERSIBLE LEVEL TRANSMITTERS	\$2,063.22
<b>WASTEWATER PLANT MGMT TOTAL</b>				<b>\$149,799.99</b>

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

01-02845	ENID REGIONAL DEVELOPMENT	PO0137244	ECONOMIC DEVELOPMENT SERVICE	\$150,000.00
<b>E.E.D.A. TOTAL</b>				<b>\$150,000.00</b>

**FUND 33 DEPT 335 - V.D.A.**

01-00223	COOPER, MICHAEL G.	PO0137419	REIMB/PHONE SERVICE 7/16-8/16	\$192.98
01-05150	HUGHES, HEATHER	PO0137197	TEXTBOOK REIMB	\$163.04
01-43101	NORTHWESTERN OK ST UNIVERSITY	PO0137201	TUITION REIMB	\$300.00
<b>V.D.A. TOTAL</b>				<b>\$656.02</b>

**FUND 40 DEPT 405 - CAPITAL IMPROVEMENT**

01-02482	TETRA TECH, INC.	PO0123490	R-1311A INTERSECTION DESIGN	\$1,915.50
01-02482	TETRA TECH, INC.	PO0133083	R-1311A PROFESSIONAL SERVICE	\$1,115.00
01-03615	PARATHON CONSTRUCTION, LLC.	PO0135137	M-1606A PEDESTRIAN TRAIL	\$19,863.55
01-05005	ENID CONCRETE CO., INC.	PO0137214	P-1503A CONCRETE	\$220.00
01-05155	KELLEY, CARL LAVERNE	PO0137437	R-1311A EASEMENTS (3)	\$10,185.00
01-05156	DENTON, DALE K	PO0137439	R-1311A EASEMENT	\$6,980.00
01-39700	GARFIELD CO. LEGAL NEWS	PO0137275	W-1406B PUBLICATION	\$335.45
<b>CAPITAL IMPROVEMENT TOTAL</b>				<b>\$40,614.50</b>

**FUND 50 DEPT 505 - 911**

01-42400	AT & T	PO0137343	MONTHLY SERVICE 9/16	\$1,788.96
01-66190	AT&T	PO0137341	MONTHLY 911 SERVICE 9/16	\$10,640.81
<b>911 TOTAL</b>				<b>\$12,429.77</b>

**FUND 51 DEPT 515 - POLICE**

01-00605	SPECIAL OPS UNIFORMS, INC.	PO0137347	UNIFORM RENTAL (10)	\$1,086.86
01-00612	PHYSICIANS GROUP, LLC	PO0137271	WC/MEDICAL/J WILSON	\$180.00
01-01472	STAPLES ADVANTAGE	PO0137236	INK CARTRIDGES (3)/BATTERIES	\$671.05
01-01732	ECKMAN, C. ERIC MD. PLLC	PO0137371	WC/MEDICAL/J ALLISON	\$28.68
01-01783	JP MORGAN CHASE	PO0137394	CHASE PAYMENT	\$1,678.17
01-01943	JOHNSTON SEED COMPANY, INC.	PO0137363	PEST CONTROL	\$21.50
01-02082	AT&T MOBILITY	PO0137433	MONTHLY SERVICE 8/16	\$3,028.08
01-03053	NORTHWEST SHREDDERS, LLC	PO0137386	SECURITY CONSOLE 9/16	\$100.00
01-03226	BLAKLEY LAWN SERVICE, LLC.	PO0137252	FERTILIZER APPLICATION	\$195.00
01-03453	SALTUS TECHNOLOGIES, LLC	PO0137261	PAPER	\$575.00
01-03569	GRIMSLEY'S, INC.	PO0137256	TISSUE	\$50.32
01-03921	EXPRESS SCRIPTS, INC.	PO0137323	WC/MEDICAL/J SKAGGS	\$14.44
01-03921	EXPRESS SCRIPTS, INC.	PO0137323	WC/MEDICAL/D FITZWATER	\$83.52
01-04157	CONSOLIDATED ELECTRICAL DISTRIBUTO	PO0137257	BATTERY	\$212.76
01-04164	OK DEPT. OF PUBLIC SAFETY	PO0137254	OLETS FEE	\$350.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0137374	WAREHOUSE PARTS 8/16	\$3,716.61
01-04563	XPRESS WELLNESS, LLC	PO0137269	WC/MEDICAL/D FITZWATER	\$335.43
01-04608	OK WORKERS COMP COMMISSION	PO0137181	WC/COMMISSION FILING FEE	\$140.00
01-04974	LEAGUE MOBILE VET SERVICE	PO0137206	REIMB/VACCINES/EXAMS	\$60.00
01-04982	OKLAHOMA LANGUAGE SERVICES	PO0137260	INTERPRETER	\$40.00
01-13036	MESSER BOWERS	PO0137253	NOTARY BOND/R KING	\$30.00
01-16004	PDQ PRINTING	PO0137255	IMPOUND/WARRANT CARDS/LABELS	\$318.00
01-16145	PETTY CASH	PO0137389	REIMB/NOTARY FEES (2)	\$30.00
01-19165	STEVENS FORD, INC.	PO0137360	V20 STEERING/SUSPENSION REPAIR	\$109.00
01-19194	OK TAX COMMISSION	PO0137182	WC/SETTLEMENT TAXES/J WILSON	\$244.27
01-30420	OLSON ANIMAL HOSPITAL, INC.	PO0137250	REIMB/VACCINES/EXAMS	\$210.00
01-39640	RADIOLOGY ASSOC. OF ENID	PO0137370	WC/MEDICAL/A MORRIS	\$122.57
01-46560	GROOM CLOSET	PO0137258	K-9 DOG FOOD	\$35.52
01-48610	STITCHES AHEAD, INC.	PO0137262	LOGO SHIRTS (2)	\$24.00
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0137222	ETHANOL SHIELD	\$145.45
01-53300	ANIMAL CARE OF ENID, INC.	PO0137249	REIMB/VACCINES/EXAMS	\$235.00
01-65460	ACTSHON PEST CONTROL	PO0137259	PEST CONTROL 8/16	\$25.00
01-79090	ST MARYS REGIONAL MEDICAL CENTER	PO0137368	WC/MEDICAL/J ALLISON	\$89.38
<b>POLICE TOTAL</b>				<b>\$14,185.61</b>

**FUND 52 DEPT 525 - C.I.C.**

01-01472	STAPLES ADVANTAGE	PO0137236	INK CARTRIDGE/ENVELOPES	\$178.27
01-02082	AT&T MOBILITY	PO0137433	MONTHLY SERVICE 8/16	\$179.14
<b>C.I.C. TOTAL</b>				<b>\$357.41</b>

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

01-15125	OK GAS & ELECTRIC	PO0137308	MONTHLY SERVICE 8/16	\$21,470.44
<b>E.E.C.C.H. TOTAL</b>				<b>\$21,470.44</b>

**FUND 65 DEPT 655 - FIRE**

01-00612	PHYSICIANS GROUP, LLC	PO0137271	WC/MEDICAL/R BEAN	\$400.93
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0137345	V1042/V1043 FILTERS	\$215.00
01-01783	JP MORGAN CHASE	PO0137394	CHASE PAYMENT	\$931.36
01-01800	COMMUNITY HOSPITAL, LLC	PO0137306	WC/MEDICAL/R BEAN	\$2,264.33
01-01800	COMMUNITY HOSPITAL, LLC	PO0137321	WC/MEDICAL/R BEAN	\$147.12
01-02017	A. W. BRUEGGEMANN CO., INC.	PO0137356	COTTER PINS/SOCKET/NUTS/BOLTS	\$79.85
01-02082	AT&T MOBILITY	PO0137355	IPAD DATA PLAN 9/16	\$61.32
01-02261	ENVIRONMENTAL SYSTEMS RESEARCH INS	PO0137188	ANNUAL ARC GIS MAINTENANCE	\$600.00
01-03921	EXPRESS SCRIPTS, INC.	PO0137323	WC/MEDICAL/S BARTLEY	\$32.74
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0137374	WAREHOUSE PARTS 8/16	\$140.34
01-04328	INTEGRIS MEDICAL GROUP	PO0137270	WC/MEDICAL/R BEAN	\$52.72
01-04529	MEDICAL MOTION. LLC	PO0137273	WC/MEDICAL/S BARTLEY	\$352.05
01-05154	XEROX GOVERNMENT SYSTEMS	PO0137413	ANNUAL SOFTWARE RENEWAL	\$3,595.00
01-10003	JANZEN OLDS-GMC, INC.	PO0137351	V1015 OIL/FILTER CHANGE	\$75.10
01-15132	O'REILLY AUTO PARTS, INC.	PO0137342	V1042/V1043 FILTERS	\$115.32
01-15132	O'REILLY AUTO PARTS, INC.	PO0137342	OIL/VALVE STEMS/CAPS/BATTERY	\$57.75
01-16006	PHILLIPS PRINTING, INC.	PO0137344	FORMS (1000)	\$218.00
01-16145	PETTY CASH	PO0137429	REIMB/GLOVES/M SEARS	\$9.94
01-19235	SOUTHWEST TRUCK PARTS, INC.	PO0137358	V1034 LUG NUTS	\$23.64
01-19235	SOUTHWEST TRUCK PARTS, INC.	PO0137358	VALVE DRAINS/WASHERS	\$23.94
01-19235	SOUTHWEST TRUCK PARTS, INC.	PO0137358	V1042/V1043 AIR DRYER CARTRIDGE	\$45.90
01-20106	T & W TIRE, INC.	PO0137352	V1019 MOUNT/BALANCE TIRES	\$150.00
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0137196	DIESEL	\$393.34
01-79980	PIONEER BUSINESS SOLUTION	PO0137353	HAZMAT WIFI 8/16	\$32.88
01-80239	BASS OCCUPTIONAL HEALTH SERVICE	PO0137320	WC/MEDICAL/N FOSTER	\$118.77
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0137357	LOCK/FILTERS/LACQUER THINNER	\$129.15
<b>FIRE TOTAL</b>				<b>\$10,266.49</b>

**FUND 99 DEPT 995 - EPTA**

01-00786	DEPARTMENT OF HUMAN SERVICES	PO0137440	V8565 VAN	\$5,049.00
01-01783	JP MORGAN CHASE	PO0137394	CHASE PAYMENT	\$329.20
01-02082	AT&T MOBILITY	PO0137215	MONTHLY SERVICE 8/16	\$274.51
01-02697	AIR QUIP, INC.	PO0137436	V8562 BLOWER WHEEL/AC MOTOR	\$338.90
01-04116	DOWNTOWN THREADS	PO0137359	LOGO SHIRTS (2)	\$59.18
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0137374	WAREHOUSE PARTS 8/16	\$621.89
01-05049	DAVID C OSBORNE	PO0137277	WC/MEDICAL	\$126.25
01-47300	OK TURNPIKE AUTHORITY	PO0137217	PIKE PASS	\$1.30
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0137222	ETHANOL SHIELD	\$145.45
<b>EPTA TOTAL</b>				<b>\$6,945.68</b>

**COMBINED BREAKDOWN OF TOTALS**

EMA	\$287,429.69
EEDA	\$150,000.00
EPTA	\$6,945.68
REMAINING FUNDS	\$1,602,066.32
<b>TOTAL CLAIMS</b>	<b>\$2,046,441.69</b>

# PURCHASING CARD CLAIMS LIST

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**FUND 10 DEPT 100 - ADMINISTRATIVE SERVICES**

B&H PHOTO, 800-606-69	PO0137394	(CREDIT) REFUND	(51.98)
BRADFORD INDUSTRIAL SP	PO0137394	ODOR ELIMINATOR	56.25
KINNUNEN SALES & RENT	PO0137394	GOGGLES/COVERALLS/RUBBER GLOVES	40.34
LOCKE SUPPLY WHC ENID	PO0137394	COIL CLEANER	58.68
<b>ADMINISTRATIVE SERVICES TOTAL</b>			<b>103.29</b>

**FUND 10 DEPT 110 - HUMAN RESOURCES**

AMAZON.COM	PO0137394	TEA/LEADERSHIP BOOKS	54.22
JUMBO FOODS	PO0137394	DRINKS/PLATES	21.43
PIZZA HUT #031752	PO0137394	MEAL (15)/EMPLOYEE APPRECIATION	40.95
PREHIRE SCREENING SERV	PO0137394	BACKGROUND SCREENS (13)	486.25
<b>HUMAN RESOURCES TOTAL</b>			<b>602.85</b>

**FUND 10 DEPT 140 - SAFETY**

ATWOOD 01 ENID	PO0137394	TRASH CANS (6)/BOTTLED WATER	129.89
JENKINS & PRICE	PO0137394	TOWEL DISPENSER	20.56
LOWES #00205*	PO0137394	CART/BLINDS	86.41
VISTAPR*VISTAPRINT.COM	PO0137394	DOOR HANGERS	88.99
<b>SAFETY TOTAL</b>			<b>325.85</b>

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

AUDIOBLOCKS.COM	PO0137394	TELEVISION AUDIO SUBSCRIPTION RENEWAL	99.00
<b>PR/MARKETING TOTAL</b>			<b>99.00</b>

**FUND 10 DEPT 200 - GENERAL GOVERNMENT**

JUMBO FOODS	PO0137394	BOTTLED WATER/COFFEE/SODA	98.87
JUMBO FOODS	PO0137394	MEAL/COMMISSION MEETING	394.75
<b>GENERAL GOVERNMENT TOTAL</b>			<b>493.62</b>

**FUND 10 DEPT 210 - ACCOUNTING**

NAPOLIS ITALIAN RESTAU	PO0137394	MEAL (6)/FINANCE DIVISION MEETING	87.00
<b>ACCOUNTING TOTAL</b>			<b>87.00</b>

**FUND 10 DEPT 220 - RECORDS & RECEIPTS**

COLOR ID	PO0137394	(CREDIT) RETURN PRINTER CARTRIDGE	(25.95)
<b>RECORDS &amp; RECEIPTS TOTAL</b>			<b>(25.95)</b>

**FUND 10 DEPT 250 - INFORMATION TECHNOLOGY**

AMAZON MKTPLACE PMTS	PO0137394	DISPLAY ADAPTERS	23.97
PANEVINO	PO0137394	MEAL (2)/DEPT MEETING	29.00
THE UPS STORE 5063	PO0137394	SHIPPING FEES	11.55
<b>INFORMATION TECHNOLOGY TOTAL</b>			<b>64.52</b>

**FUND 10 DEPT 350 - CODE ENFORCEMENT**

CELLPHONECASES	PO0137394	PHONE CHARGER	7.98
DMI* DELL HIGHER EDUC	PO0137394	MONITOR	101.39
<b>CODE ENFORCEMENT TOTAL</b>			<b>109.37</b>

**FUND 10 DEPT 400 - ENGINEERING**

WATEREUSE ASSOCIATION	PO0137394	WATER REUSE ASSOC CONF/R HITT	475.00
<b>ENGINEERING TOTAL</b>			<b>475.00</b>

## PURCHASING CARD CLAIMS LIST

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

DMI* DELL HIGHER EDUC	PO0137394	DISPLAY ADAPTERS	47.83
PARADISE DONUTS	PO0137394	MEAL (7)/SUPERVISOR MEETING	17.52
STAPLES 00106633	PO0137394	BATTERIES/STAMP	24.28
WAL-MART #4390	PO0137394	COFFEE/SPONGES/WIPES/AIR FRESHENER	41.76
<b>PUBLIC WORKS MGMT TOTAL</b>			<b>131.39</b>

**FUND 10 DEPT 710 - FLEET MGMT**

AMAZON MKTPLACE PMTS	PO0137394	TIRE INFLATORS	59.74
APL* ITUNES.COM/BILL	PO0137394	PDF UPGRADE	9.99
HOTSY OF OKLAHOMA	PO0137394	HOSE REELS (4)	742.98
LOWES #00205*	PO0137394	HOSE REEL	153.88
STAPLES 00106633	PO0137394	INK CARTRIDGE/CHARGERS	138.16
WM SUPERCENTER #499	PO0137394	FIRST AID SUPPLIES	189.81
<b>FLEET MGMT TOTAL</b>			<b>1,294.56</b>

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

1000BULBS.COM	PO0137394	LIGHT BULBS/GLOBES/POLE ADAPTERS (10)	1,558.45
10-S TENNIS SUPPLY	PO0137394	TENNIS NET (4)/CENTER STRAPS (4)	971.71
AMAZON MKTPLACE PMTS	PO0137394	AUTODIALER/DRAW MATS (2)/SIGNS	749.13
AMAZON.COM	PO0137394	ADA GRAB BARS (4)/BAG DISPENSERS (6)	1,291.39
AUTOZONE #0505	PO0137394	FUSES/SOAP/ARMOR ALL	85.02
BUILDASIGN.COM	PO0137394	ADVERTISING SIGNS (2)	221.00
FASTENAL COMPANY01	PO0137394	CHALK LINE/SCREWS	35.54
FUNFLICKS OUTDOOR MOVI	PO0137394	PROJECTOR/SCREEN RENTAL	469.71
GAMETIME	PO0137394	PLAYGROUND PARTS	95.26
KINNUNEN SALES & RENT	PO0137394	FIRST AID KITS/GLOVES/EPOXY	225.72
LOWES #00205*	PO0137394	FIELD MARK PAINT (41)/SAW/DRILL/BITS	1,950.17
MIDWEST ELASTOMERS	PO0137394	PLAYGROUND REPAIR	568.24
SEARS HHO INC 1382	PO0137394	BATTERY CHARGER/BOOSTER PACK	259.98
SPRINKLERWAREHOUSE.	PO0137394	IRRIGATION TIMER/MASTER VALVE	150.44
SQ *ABSOLUTELY TNT	PO0137394	LOGO SHIRTS (220)	605.00
STAPLES 00106633	PO0137394	PAPER	47.99
TSURUMI (AMERICA) INC.	PO0137394	SEAL KIT	30.15
<b>PARKS &amp; RECREATION TOTAL</b>			<b>9,314.90</b>

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

STAPLES 00106633	PO0137394	INK CARTRIDGES (3)	262.04
WAKO INC	PO0137394	SPRAY NOZZLES	28.98
<b>STRMWTR &amp; ROADWAY MAINT TOTAL</b>			<b>291.02</b>

**FUND 10 DEPT 750 - TECHNICAL SERVICES**

ALBRIGHT STEEL WIRE EN	PO0137394	SHEET METAL/ANGLE IRON	111.14
AMAZON.COM	PO0137394	ADHESIVE GUN	61.33
AT&T O519 8327	PO0137394	PHONE CHARGER	27.30
AUTOMATIONDIRECT.COM	PO0137394	PREHEATER PARTS	622.75
AUTOZONE #0505	PO0137394	SPRAY PAINT/SANDING BLOCKS	137.71
BB MACHINE & SUPPLY IN	PO0137394	BEARINGS/COLLAR SETS (4)	176.16
BEARING RUBBER & HYDRA	PO0137394	PREHEATER CONNECTING LINKS	5.72
ELLIOTT ELECTRIC SUPPL	PO0137394	TERMINALS/TAPE/TERMINAL STRIPS	65.92
ENID IRON & METAL CO	PO0137394	METAL PLATE	294.00
FASTENAL COMPANY01	PO0137394	HOSE REEL	212.65
HUGHES LUMBER COMPANY	PO0137394	CONCRETE	12.24

**PURCHASING CARD CLAIMS LIST**

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INTERSTATE ALL BATTERY	PO0137394	V605 BATTERY	218.95
KINNUNEN SALES & RENT	PO0137394	CONCRETE DRILL BIT/MARKERS	32.29
LOCKE SUPPLY WHC ENID	PO0137394	PILOT GENERATOR	51.18
LOWES #00205*	PO0137394	TAPE MEASURE/SCREW BITS/SAND PAPER	168.21
M M INSULATION	PO0137394	HIGH TEMP INSULATION	274.00
MCMaster-CARR	PO0137394	PREHEATER FAUCET/SPROCKETS	327.04
MUNN SUPPLY	PO0137394	COMPRESSED GAS/GRINDING DISC	167.31
SQ *A W BRUEGGEMANN	PO0137394	DOWNTOWN LIGHTING HARDWARE	177.53
STUART C IRBY	PO0137394	HIGH PRESSURE LIGHTS (6)	92.58
THE UPS STORE 5063	PO0137394	SHIPPING FEES	71.25
VULCAN INC	PO0137394	SIGN BRACKETS	397.50
WW STARR LUMBER ENID	PO0137394	SPRAY PAINT	4.50
<b>TECHNICAL SERVICES TOTAL</b>			<b>3,709.26</b>

**FUND 10 DEPT 900 - LIBRARY**

AMAZON MKTPLACE PMTS	PO0137394	BOOKS (11)/DVD (4)	272.15
AMAZON MKTPLACE PMTS	PO0137394	PROGRAM SUPPLIES	150.16
BAKER & TAYLOR - BOOKS	PO0137394	BOOKS (68)	1,255.24
CENTER POINT LARGE PRI	PO0137394	BOOKS (30)	630.93
DART/TARTAN/MCNAUGH	PO0137394	BOOKS (83)	1,241.62
HOBBY-LOBBY #0008	PO0137394	PROGRAM SUPPLIES	38.72
HUMMUS CAFE	PO0137394	MEAL (2)/CATS MTNG/OKC	20.40
MCALISTER'S DELI 727	PO0137394	MEAL (15)/LIBRARY BOARD	166.17
PAYPAL *GIMLET ACCT	PO0137394	DIGITAL MEDIA RENEWAL	240.00
RADIOSHACK COR00166611	PO0137394	HDMI CONVERTER/BATTERIES	54.98
RECORDED BOOKS	PO0137394	BOOK ON CD (5)	230.72
SHI INTERNATIONAL CORP	PO0137394	PHOTOSHOP SOFTWARE	158.00
TECHSOUP	PO0137394	ADMIN FEE/SOFTWARE DONATION	108.00
WALGREENS #5531	PO0137394	PICTURES/TABLECLOTHS	5.77
<b>LIBRARY TOTAL</b>			<b>4,572.86</b>

**FUND 12 DEPT 125 - SPECIAL PROJECT**

UNITED 01623164289714	PO0137394	AIRFARE/K-9 CERT/R MCFADDEN	534.20
<b>SPECIAL PROJECT TOTAL</b>			<b>534.20</b>

**FUND 14 DEPT 145 - HEALTH FUND**

MCALISTER'S DELI 727	PO0137394	LUNCH & LEARN/ORGANIZATIONAL READINESS	159.44
<b>HEALTH FUND TOTAL</b>			<b>159.44</b>

**FUND 20 DEPT 205 - AIRPORT**

AMAZON MKTPLACE PMTS	PO0137394	DOOR CLOSER/FLAGS	264.68
F.W. ZALOUDEK CO.	PO0137394	MOWER BLADES	166.68
OREILLY AUTO 00001743	PO0137394	FORKLIFT BATTERY	91.44
OREILLY AUTO 00001743	PO0137394	V802 BATTERY	102.39
OREILLY AUTO 00001883	PO0137394	V804 LIGHTBULB	5.49
<b>AIRPORT TOTAL</b>			<b>630.68</b>

**FUND 22 DEPT 225 - GOLF**

ATWOOD 01 ENID	PO0137394	BAR OIL/PIPE/PVC CEMENT	51.93
AUTOPAY/DISH NTWK	PO0137394	MONTHLY SERVICE 8/16	238.03
LUBER BROS INC 2	PO0137394	GREENS MOWER RENTAL (WEEK 2)	400.00
SUDDENLINK-NAT'L SITE	PO0137394	MONTHLY INTERNET SERVICE 8/16	79.95
<b>GOLF TOTAL</b>			<b>769.91</b>

**PURCHASING CARD CLAIMS LIST**

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**FUND 31 DEPT 230 - UTILITY SERVICES**

WWW.NEWEGG.COM	PO0137394	BATTERIES/UPS	121.80
<b>UTILITY SERVICES TOTAL</b>			<b>121.80</b>

**FUND 31 DEPT 760 - SOLID WASTE**

APL* ITUNES.COM/BILL	PO0137394	PDF APP	9.99
ELLIOTT ELECTRIC SUPPL	PO0137394	LIGHT BAR HARDWARE	23.60
ENID IRON & METAL CO	PO0137394	METAL FLAT	25.50
GROENEVELD LUBRICATION	PO0137394	RENTAL TRUCK GREASE KIT	295.94
HUGHES LUMBER COMPANY	PO0137394	LIGHT HARDWARE	3.24
<b>SOLID WASTE TOTAL</b>			<b>358.27</b>

**FUND 31 DEPT 785 - PUBLIC UTILITIES MGMT**

ADVANCED WATER SOLUTIO	PO0137394	WATER SOFTENER RENTAL 8/16	49.00
MERRIFIELD OFFICE SUPP	PO0137394	INK CARTRIDGES (2)	77.60
UPS (800) 811-1648	PO0137394	SHIPPING FEES	26.58
<b>PUBLIC UTILITIES MGMT TOTAL</b>			<b>153.18</b>

**FUND 31 DEPT 790 - WATER PRODUCTION**

AUTOMATIONDIRECT.COM	PO0137394	WATERWELL RELAYS/COMM MODULES	592.00
SHI INTERNATIONAL CORP	PO0137394	OFFICE 2016 (2)	662.00
STEVENS FORD	PO0137394	V307 THROTTLE	585.02
STUART C IRBY	PO0137394	CONTACTS/FLEX CONNECTOR	157.57
THE UPS STORE 5063	PO0137394	SHIPPING FEES	48.73
<b>WATER PRODUCTION TOTAL</b>			<b>2,045.32</b>

**FUND 31 DEPT 795 - WATER RECLAMATION SVS**

BRADFORD INDUSTRIAL SP	PO0137394	TRANSFORMER	68.15
MAXSTONE INTERNATIONAL	PO0137394	SOLID SURFACE COUNTER TOP	593.00
<b>WATER RECLAMATION SVS TOTAL</b>			<b>661.15</b>

**FUND 31 DEPT 799 - WASTEWATER PLANT MGMT**

ATWOOD 01 ENID	PO0137394	AUXILIARY FUEL TANK/PUMP	1,294.95
<b>WASTEWATER PLANT MGMT TOTAL</b>			<b>1,294.95</b>

**FUND 51 DEPT 515 - POLICE**

AMAZON MKTPLACE PMTS	PO0137394	BOOK	77.94
APPLEBEES NEIG98299993	PO0137394	MEAL (4)/CLEET TRAINING	123.04
ASAHI INC	PO0137394	MEAL (4)/CLEET TRAINING	53.15
BURGER KING #2865 Q07	PO0137394	MEAL (2)/CLEET TRAINING	19.87
CAROLINA CARPORTS INC	PO0137394	K-9 KENNEL	625.50
GALLS	PO0137394	(CREDIT) UNIFORM RETURN	(16.70)
HOBBY-LOBBY #0008	PO0137394	PLAQUE	51.99
LOVE S COUNTRY00000521	PO0137394	V96 FUEL/CLEET TRAINING	99.40
LOVE S COUNTRY00000521	PO0137394	V96 WINDSHIELD WIPER FLUID	3.49
LOVE S COUNTRY00000802	PO0137394	V2185 FUEL/CLEET TRAINING	27.70
MCDONALD'S F6972	PO0137394	MEAL (2)/CLEET TRAINING	18.86
PANDA EXPRESS 1425	PO0137394	MEAL (4)/CLEET TRAINING	36.45
PIGSKIN'S BBQ	PO0137394	MEAL/CLEET TRAINING/T AUSTIN	9.98
RIB CRIB 58	PO0137394	MEAL (4)/CLEET TRAINING	54.94
RIVIERA MAYA MEXICAN R	PO0137394	MEAL (4)/CLEET TRAINING	44.21
SAN REMOS PIZZARIA	PO0137394	MEAL (3)/CLEET TRAINING	25.93
SANTA FE CATTLE COMPAN	PO0137394	MEAL (6)/CLEET TRAINING	89.98
SUBWAY 00107193	PO0137394	MEAL (2)/CLEET TRAINING	24.14



# PURCHASING CARD CLAIMS LIST

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SUDDENLINK-NAT'L SITE	PO0137394	CABLE TRANSFER	79.92
THE FIELDHOUSE	PO0137394	MEAL/CLEET TRAINING/T AUSTIN	6.89
UPS (800) 811-1648	PO0137394	SHIPPING FEES	171.53
WM SUPERCENTER #499	PO0137394	TV MOUNT	49.96
		<b>POLICE TOTAL</b>	<b>1,678.17</b>

## **FUND 65 DEPT 655 - FIRE**

AMAZON MKTPLACE PMTS	PO0137394	PULSE OXIMETER (2)	35.98
AMAZON.COM	PO0137394	EARPLUGS	19.45
ATWOOD 01 ENID	PO0137394	PAINT THINNER/ROLLER TRAY	12.98
LOWES #00205*	PO0137394	LANDSCAPE FABRIC/SCISSORS/GRAVEL	137.96
MID AMERICA FOOD DISTR	PO0137394	COFFEE FILTERS	11.05
PAYPAL *OCS PARTS	PO0137394	V1029 DOOR LATCH	55.96
SEQUOYAH LODGE	PO0137394	LODGING/FIRE MARSHAL CONF/M SCHATZ	89.00
STAPLES 00106633	PO0137394	MOUSE/KEY TAGS	43.97
TEAM EQUIPMENT INC	PO0137394	STRUT	473.80
UNITED LINEN	PO0137394	SHOP TOWELS/KITCHEN TOWELS	35.29
WAL-MART #0499	PO0137394	BROOM/DUSTPAN	15.92
		<b>FIRE TOTAL</b>	<b>931.36</b>

## **FUND 99 DEPT 995 - EPTA**

STAPLES 00106633	PO0137394	INK CARTRIDGES (4)/PAPER/BINDERS	329.20
		<b>EPTA TOTAL</b>	<b>329.20</b>

**JP MORGANCHASE CLAIMS LIST TOTAL \$ 31,316.17**

**City Commission Meeting**

12. 1.

**Meeting Date:** 09/20/2016

**Submitted By:** Erin Crawford, Chief Financial Officer

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**SUBJECT:**

**CONSIDER A RESOLUTION INCREASING THE 2016-2017 FISCAL FINANCIAL PLAN FOR THE ENID MUNICIPAL AUTHORITY IN THE AMOUNT OF \$200,000.00 TO PURCHASE AND DEMOLISH REAL PROPERTY LOCATED AT 110 AND 112 EAST OWEN K. GARRIOTT ROAD.**

**BACKGROUND:**

This is a companion to items 8.7 & 9.14.

**RECOMMENDATION:**

Approve Resolution.

**PRESENTER:**

Erin Crawford, Chief Financial Officer.

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**Fiscal Impact**

**Budgeted Y/N:** N

**Amount:** \$200,000.00

**Funding Source:**

Enid Municipal Authority.

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**Attachments**

Resolution

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RESOLUTION

A RESOLUTION INCREASING THE 2016-2017 FISCAL FINANCIAL PLAN FOR THE ENID MUNICIPAL AUTHORITY IN THE AMOUNT OF \$200,000.00.

WHEREAS, the appropriated amounts for the 2016-2017 Enid Municipal Authority fiscal financial plan in the Enid Municipal Authority Operations Department must be increased by \$200,000.00 to provide funding to purchase real property located at 110 & 112 East Owen K. Garriott and include closing costs, environmental inspections and demolition of said properties to allow for green space between Owen K. Garriott and the Enid Event Center; and

WHEREAS, funds will be transferred from the Enid Municipal Authority (EMA) operating department to the General Fund Capital Replacement to provide the necessary funding;

AND NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND BOARD OF TRUSTEES OF THE ENID MUNICIPAL AUTHORITY, THAT THE ENID MUNICIPAL AUTHORITY 2016-2017 FISCAL FINANCIAL PLAN BE INCREASED IN THE FOLLOWING AMOUNTS:

FUND 31 ENID MUNICIPAL AUTHORITY	
EMA Operations Department	\$200,000.00

Adopted this 20th day of September 2016.

\_\_\_\_\_  
Chairman

(Seal)

ATTEST:

\_\_\_\_\_  
Secretary

**City Commission Meeting**

12. 2.

**Meeting Date:** 09/20/2016

**Submitted By:** Erin Crawford, Chief Financial Officer

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**SUBJECT:**

**CONSIDER A RESOLUTION INCREASING THE 2016-2017 FISCAL FINANCIAL PLAN FOR THE ENID MUNICIPAL AUTHORITY IN THE AMOUNT OF \$413,861.00 FOR THE OAKWOOD SANITARY SEWER RELIEF LINE, PROJECT S-1508A.**

**BACKGROUND:**

This is a companion items to 8.8 & 9.6.

**RECOMMENDATION:**

Approve Resolution.

**PRESENTER:**

Erin Crawford, Chief Financial Officer.

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**Fiscal Impact**

**Budgeted Y/N:** N

**Amount:** \$413,861.00.

**Funding Source:**

Enid Municipal Authority.

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**Attachments**

Resolution

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RESOLUTION

A RESOLUTION INCREASING THE 2016-2017 FISCAL FINANCIAL PLAN FOR THE ENID MUNICIPAL AUTHORITY IN THE AMOUNT OF \$413,861.00.

WHEREAS, the appropriated amounts for the 2016-2017 Enid Municipal Authority fiscal financial plan in the Enid Municipal Authority Operations Department must be increased by \$413,861.00 to place a new 18" sanitary sewer relief line for approximately 1000 feet along south Oakwood Road. The existing 12" pipe has reached its design capacity thereby limiting development. Completion of the relief line will allow full development and allow for taking the old 12" line out of service in the future; and

WHEREAS, funds will be transferred from the Enid Municipal Authority (EMA) operating department to the General Fund Capital Replacement to provide the necessary funding;

AND NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND BOARD OF TRUSTEES OF THE ENID MUNICIPAL AUTHORITY, THAT THE ENID MUNICIPAL AUTHORITY 2016-2017 FISCAL FINANCIAL PLAN BE INCREASED IN THE FOLLOWING AMOUNTS:

FUND 31 ENID MUNICIPAL AUTHORITY	
EMA Operations Department	\$413,861.00

Adopted this 20th day of September 2016.

\_\_\_\_\_  
Chairman

(Seal)

ATTEST:

\_\_\_\_\_  
Secretary

**City Commission Meeting**

**12. 3.**

**Meeting Date:** 09/20/2016

**Submitted By:** Linda Parks, City Clerk

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**SUBJECT:**

**AWARD THE PURCHASE OF READY MIX PORTLAND CEMENT CONCRETE TO ENID CONCRETE COMPANY, INC., ENID, OKLAHOMA, AND DOLESE BROTHERS COMPANY, OKLAHOMA CITY, OKLAHOMA, THROUGH JUNE 30, 2017.**

**BACKGROUND:**

This is a companion item to 9.15. The City of Enid recently solicited bids for Ready Mix Portland Cement Concrete. Specifications provided that the City would purchase this product from the two lowest responsible vendors to ensure that one vendor was readily available as needed. Bids were received from Enid Concrete Company and Dolese Brothers Company, with the bid from Enid Concrete Company being the lowest responsive bid.

**RECOMMENDATION:**

Award the purchase of Ready Mix Portland Cement Concrete to Enid Concrete Company and Dolese Brothers Company through June 30, 2017.

**PRESENTER:**

Billy McBride, Public Works Director.

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**City Commission Meeting**

**12. 4.**

**Meeting Date:** 09/20/2016

**Submitted By:** Linda Parks, City Clerk

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**SUBJECT:**

**AWARD THE PURCHASE OF CRUSHER RUN ROCK TO DOLESE BROTHERS COMPANY, OKLAHOMA CITY, OKLAHOMA, THROUGH JUNE 30, 2016.**

**BACKGROUND:**

This is a companion item to 9.16. The City of Enid recently solicited bids for Crusher Run Rock. The bid proposal solicited prices on various sizes of Crusher Run Rock through June 30, 2017. Dolese Brothers Company was the only vendor that responded.

**RECOMMENDATION:**

Award the purchase of Crusher Run Rock to Dolese Brothers Company through June 30, 2016.

**PRESENTER:**

Billy McBride, Public Works Director.

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**City Commission Meeting**

**12. 5.**

**Meeting Date:** 09/20/2016

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**SUBJECT:**

**APPROVAL OF CLAIMS IN THE AMOUNT OF \$287,429.69.**

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**Attachments**

Claimslist

JP Morgan Claimslist

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**City Commission Meeting**

**15. 1.**

**Meeting Date:** 09/20/2016

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**SUBJECT:**

**APPROVAL OF CLAIMS IN THE AMOUNT OF \$150,000.00.**

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**Attachments**

Claimslist

JP Morgan Claimslist

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**City Commission Meeting**

**18. 1.**

**Meeting Date:** 09/20/2016

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**SUBJECT:**

**APPROVAL OF CLAIMS IN THE AMOUNT OF \$6,945.68.**

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**Attachments**

Claimslist

JP Morgan Claimslist

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**Meeting Date:** 09/20/2016

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

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**SUBJECT:**

**CONSIDER CONVENING INTO EXECUTIVE SESSION PURSUANT TO 25 O.S. §307(B)(1) TO REVIEW THE PERFORMANCE AND CONSIDER EMPLOYMENT OF MUNICIPAL JUDGE JAMES LONG AND MUNICIPAL JUDGE LINDA PICKENS; AND PURSUANT TO 25 O.S. §307(B)(4) AND (B)(9)(e)(7) TO ENGAGE IN CONFIDENTIAL COMMUNICATIONS WITH THE CITY ATTORNEY CONCERNING A PENDING INVESTIGATION AND TO DISCUSS INFORMATION TECHNOLOGY INVESTIGATION INFORMATION RELATED TO A SECURITY PENETRATION; 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(B)(1), to discuss “the employment, hiring, appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee,” pursuant to 25 O.S. §(B)(4) and (B)(9)(e)(7), to engage in “[c]onfidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding and to discuss “investigation information directly related to security penetrations.”

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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