



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

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BOARD OF COMMISSIONERS

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NOTICE OF SPECIAL 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 special session at 5:00 p.m. on the 20th day of June, 2017, in the Council Chambers of the City Administration Building, located at 401 W. Owen K. Garriott Road in said city, and the agenda for said meeting is as follows:

- AGENDA -

MAYOR AND BOARD OF COMMISSIONERS SPECIAL MEETING

1. CALL TO ORDER/ROLL CALL.
2. INVOCATION.
3. FLAG SALUTE.
4. CONSIDER APPROVAL OF MINUTES OF THE SPECIAL COMMISSION MEETINGS OF MAY 4, 2017 AND MAY 9, 2017 AND THE REGULAR COMMISSION MEETING OF JUNE 6, 2017.
5. AWARDS, PRESENTATIONS, PROCLAMATIONS, AND ORGANIZATIONAL BUSINESS.
  1. PRESENT PET AVAILABLE FOR ADOPTION AT THE CITY ANIMAL SHELTER.
  2. CONSIDER APPOINTMENTS TO THE PUBLIC ARTS COMMISSION OF ENID.
6. HEARINGS.
  1. NONE.

**7. COMMUNITY DEVELOPMENT.**

**1. NONE.**

**8. ADMINISTRATION.**

- 1. CONSIDER A RESOLUTION AMENDING THE 2016-2017 GENERAL FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS TO INCREASE IN THE 2016-2017 APPROPRIATED AMOUNTS FOR THE GENERAL FUND SALES TAX TRANSFERS DEPARTMENT, IN THE AMOUNT OF \$2,084,315.00.**
- 2. CONSIDER A RESOLUTION AMENDING THE 2016-2017 AIRPORT FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$100,000.00 TO INCREASE THE 2016-2017 APPROPRIATED AMOUNTS FOR THE AIRPORT DEPARTMENT.**
- 3. CONSIDER AN AGREEMENT WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE ROADWAY, TRAFFIC SIGNALS, AND TRAIL IMPROVEMENT PROJECT AT THE INTERSECTION OF CLEVELAND STREET AND CHESTNUT AVENUE, PROJECT NO. R-1311A, JP No. 17020(05); AND AUTHORIZE PAYMENT OF THE LOCAL SHARE OF THE PROJECT IN AN AMOUNT OF \$1,143,397.00.**
- 4. CONSIDER A VARIANCE TO ALLOW FOR AN 8-INCH WATER LINE EXTENSION FOR WARREN POWER & MACHINERY, INC. OF MIDLAND, TEXAS ON NORTH STATE HIGHWAY US 81, PROJECT NO. W-1713A.**
- 5. APPROVE AND EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF ENID AND THE ENID/GARFIELD COUNTY FRATERNAL ORDER OF POLICE (FOP) LODGE #144.**

**9. CONSENT.**

- 1. CONSIDER RENEWING THE 2016-2017 AUDITING SERVICES WITH RSM US LLP IN THE AMOUNT OF \$94,500.00 TO COMPLETE FINANCIAL STATEMENT PREPARATION; THE INDEPENDENT AUDITOR'S REPORT ON THE FINANCIAL STATEMENT OF THE CITY OF ENID, OKLAHOMA, AND ITS RELATED AUTHORITIES; COMPLETE THE SINGLE-AUDIT COMPLIANCE AUDIT; AND THE STATE AUDITOR AND INSPECTOR FORM 2643.**
- 2. AWARD A CONTRACT TO R&B FENCE, OF TULSA, OKLAHOMA, FOR THE SOFTBALL FIELDS AT CROSSLIN PARK, PHASE 1 (FENCE), PROJECT NO. M-1701A, IN THE AMOUNT OF \$53,895.00; AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS AFTER REVIEW BY THE CITY ATTORNEY.**
- 3. AWARD A CONTRACT TO KC ELECTRIC CO., OF ENID, OKLAHOMA, FOR THE SOFTBALL FIELDS AT CROSSLIN PARK, PHASE 1 (LIGHTING), PROJECT NO. M-1701B, IN THE AMOUNT OF \$142,391.83 AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS AFTER REVIEW BY THE CITY ATTORNEY.**
- 4. AWARD A CONTRACT TO HENSON CONSTRUCTION CO., OF ENID, OKLAHOMA, FOR TRAILHEAD – DON HASKINS PARK, PROJECT NO. P-1601A, IN THE AMOUNT OF \$242,000.00, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS AFTER REVIEW BY THE CITY ATTORNEY.**

5. ACCEPT SIDEWALK AND UTILITY EASEMENT FROM ENID SCHOOL DISTRICT #57 OF GARFIELD COUNTY, OKLAHOMA, FOR THE 2017 ADA COMPLIANCE PROJECT AT ADAMS ELEMENTARY SCHOOL, PROJECT NO. M-1707.
6. ACCEPT THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) PERMIT TO CONSTRUCT A SANITARY SEWER LINE FOR SPALDING GARDENS ADDITION, BLOCK 4, PROJECT NO. S-1711A.
7. CONSIDERATION AND DENIAL OF TORT CLAIM OF LUKE YLITALO.
8. CONSIDER AND EXECUTE A NOTICE OF TERMINATION OF CONTRACT BETWEEN THE CITY OF ENID AND HD MANNING DEVELOPMENT ENTERPRISES, LLC.
9. APPROVAL OF CLAIMS IN THE AMOUNT OF \$965,089.60.
10. RECESS TO CONVENE AS THE ENID MUNICIPAL AUTHORITY.
11. TRUSTEES OF THE ENID MUNICIPAL AUTHORITY SPECIAL MEETING.
12. ENID MUNICIPAL AUTHORITY SPECIAL MEETING.
  1. APPROVAL OF CLAIMS IN THE AMOUNT OF \$725,876.21.
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. CONSIDER APPROVAL OF PRELIMINARY PLANS AND SPECIFICATIONS FOR THE DOWNTOWN HOTEL PER THE MASTER DEVELOPMENT AGREEMENT.
16. ADJOURN TO CONVENE AS THE ENID PUBLIC TRANSPORTATION AUTHORITY.
17. TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY SPECIAL MEETING.
18. ENID PUBLIC TRANSPORTATION AUTHORITY SPECIAL MEETING.
  1. AWARD A CONTRACT WITH RSM US LLP, OKLAHOMA CITY, OKLAHOMA TO COMPLETE THE 2016-2017 ENID PUBLIC TRANSPORTATION AUTHORITY VEHICLE REVENUE MILEAGE AUDIT IN THE AMOUNT OF \$4,200.00.
  2. APPROVAL OF CLAIMS IN THE AMOUNT OF \$4,436.78.
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)(4) TO DISCUSS A PENDING INVESTIGATION, CLAIM OR ACTION, AND TO RECONVENE INTO SPECIAL SESSION TO TAKE ANY NECESSARY ACTION.
22. ADJOURN.

**City Commission Meeting**

**4.**

**Meeting Date:** 06/20/2017

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**SUBJECT:**

**CONSIDER APPROVAL OF MINUTES OF THE SPECIAL COMMISSION MEETINGS OF MAY 4, 2017 AND MAY 9, 2017 AND THE REGULAR COMMISSION MEETING OF JUNE 6, 2017.**

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**Attachments**

Minutes 5-4-17

Minutes 5-9-17

Minutes 6-6-17

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MINUTES OF SPECIAL 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 4TH DAY OF MAY 2017

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 special session at 5:00 P.M. on the 4th day of May 2017, 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 forty-eight hours in advance to the Clerk of the City of Enid, and pursuant to notice thereof displayed at the entrance to the Administration Building of said city, in prominent view and which notice was posted prior to 5:00 P.M. on the 3rd day of May 2017.

-MAYOR AND BOARD OF COMMISSIONERS-

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

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

ABSENT: Commissioner Wilson.

Staff present were City Manager Jerald Gilbert, Assistant City Attorney William Gill, City Clerk Alissa Lack, Director of Engineering Services Christopher Gdanski, Chief Financial Officer Erin Crawford, Public Utilities Director Louis Mintz, Director of Marketing and Public Relations Steve Kime and Human Resources Director Sonya Key.

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A hearing was held regarding the proposed 2017-2018 City of Enid Budget and related authorities' financial plans.

Opening comments were made by Chief Financial Officer Erin Crawford who stated that a public hearing was required by Municipal Budget Act to allow public input and comments regarding the proposed budget. She noted that the hearing was published in the Enid News and Eagle on Friday, April 28, 2017, as required by law.

Having no comment, the hearing concluded.

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Discussion was held on the Fiscal Year 2017-2018 City of Enid Budget.

Opening comments were made by Chief Financial Officer Erin Crawford. She stated that budget discussion would cover the Capital Improvement Program, which contained seven funds: Street and Alley, Capital Improvement, Street Improvement, Sanitary Sewer, Stormwater, Water Capital Improvement, and Capital Project Escrow, and would come back to finish with the Economic Development Authority.

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Ms. Crawford began with an overview of the Capital Improvement Program, as presented in the Budget Book. She stated that there was a \$12.9 million program presented for consideration. It was noted that after discussion from earlier meetings regarding Don Haskins Park, plans had been finalized and had gone out for bid, so that project would be removed from the draft for the next fiscal year. The project would be awarded before the end of the current fiscal year.

Chris Gdanski, Director of Engineering Services, spoke regarding the Fiscal Year 2017-2018 Capital Improvement Projects. He noted that the purpose of this fund was to make improvements to real property and to provide major maintenance. He summarized that for the Fiscal Year 2017-2018, there were thirty-seven projects with \$12.9 million projected for Capital Improvements.

Mr. Gdanski explained that the plan for the upcoming year was to incorporate references to the Big Ideas from the Envision Enid Comprehensive Plan.

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Mr. Gdanski spoke regarding the Street and Alley Fund. This first line in this fund was Road Maintenance and it provides funds to Public Works to complete some of the smaller roadway construction and reconstruction projects.

The next line that Mr. Gdanski presented was the Street Improvement Plan, which supported Big Idea #7 under the Comprehensive Plan, which is the Transportation Plan. He stated that the purpose of this effort was for heavy maintenance and reconstruction on local streets.

Following brief discussion, Mr. Gdanski continued with Property Repairs and Maintenance. He explained that the Sidewalk Partnership Program and Commercial Sidewalk Partnership Program. He further explained that \$25,000.00 was funded on each of those programs, and it allowed a 50/50 split between the applicant and the City.

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Mr. Gdanski spoke regarding the Capital Improvement Fund, which provides for major capital repair and new construction. The first project in this fund was the Meadowlake Crossing Design Analysis effort. There was a lot of interest in having pedestrian access from the north side of Meadowlake Park to the south side. This project would look at a number of approaches that would accomplish that. The possible approaches to be considered are as follows:

- Bridge (pedestrian or dual purpose)
- Spillway
- Low water crossing
- US 81 bridge

The next project discussed was Trail Improvement. He explained that this was budgeted in the current year, and it was being left on the list because there was a challenge with getting an engineering firm on contract through the Oklahoma Department of Tourism (ODOT). He stated that a firm was previously selected back in January, and they had provided an agreement and proposal to ODOT, but the response had not come back yet. The purpose of this project was to create a trail from Oakwood Road to

Cleveland. He noted that the major challenges involved crossing the large drainage structures and the floodways.

Mr. Gdanski then spoke regarding the Don Haskins Trail Head project. He noted that this project had gone out for bids, and that there was \$160,000.00 in the budget and \$40,000.00 would come from Community Development Block Grant. He also noted that this project was not only to provide a trail, but restrooms, equipment closet, and covered patio. He explained that the challenge faced with this project involved raising the corner of the lot 3.5 to 4 feet to get out of the flood plain. This item will come out of the proposed budget, if awarded in the current budget year.

The next item addressed by Mr. Gdanski involved design work on a group of Landfill cells. The intent was to design enough cells that, once constructed, the City could get three years worth of use out of them.

He also spoke regarding the School Light Timing Control Plan. This plan involves replacing the controllers on the school zone timing lights. The work will be completed by Public Works, and will provide installation of common controllers at all locations that have school zone lights. The equipment will provide Technical Services the ability to have secure remote communication with those controllers, so that timing can be adjusted remotely, as needed, without the need to go to each location separately, which will save manpower.

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It was noted that Commissioner Wilson arrived at 5:23 P.M. and sat in for the remainder of the proceedings.

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Mr. Gdanski spoke regarding Americans with Disabilities Act (ADA) Compliance. This was a recurring budget item, where accessibility is improved across town at a number of locations. He noted that those locations were identified in a Transition Plan. He also noted that the current priority list included sidewalks at Coolidge, and would continue on to Garfield and Taft Schools, depending on funds

remaining. He explained that completion of the project for one school generally consumed the majority of the \$300,000.00 annual funding.

City Manager Jerald Gilbert explained that this \$300,000.00 budget for ADA Compliance was not available for any project, but specifically for projects in the Transition Plan. He further explained that the ADA Advisory Board provided recommendations on the projects and the priorities of projects in this fund. It was noted that the commission can add to, but not substitute, projects in the Transition Plan.

A brief discussion was held regarding a proposed addition of a crossing near the Commons, in the area of Garriott and Oakwood.

Mr. Gdanski spoke regarding Reconstruction and Overlay. He explained that the Cleveland Boulevard Construction Project would help the Transportation Plan and would support the Model Neighborhood that has started in that area. He also explained that this was an ODOT managed Federal Aid to Local Routes Program and he illustrated all of the actions that would be required in order to complete the project, such as waterline relocation, widening Cleveland, and addressing stormwater issues.

Other efforts included in this fund included the Cleveland Street and U.S. 412 Traffic Analysis, for future improvement requirements which will help improve the retail destination that could be set up west of Highway 81. Also included were the Garland and Randolph Intersection upgrades, because the intersection needed to be increased in capacity to get ahead of the traffic that will increase as the area develops. He discussed finishing the East Broadway Mill and Overlay Project from 16th Street to University, he noted that the water line relocation was complete and the design and bid would now occur, and he explained that the water line would be relocated from Washington to Highway 81 on Broadway, so that it would be ready to complete the project in the future.

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Mr. Gdanski spoke regarding the Sanitary Sewer Fund, which allowed the City to perform periodic inspections and repairs of sanitary sewer infrastructure. He explained that there was also a head works upgrade project planned to conduct design activities to reduce labor intensive, repetitive

maintenance and to provide pre-treatment of waste water before it gets to the plant. He noted that the goal was to see what could be done to improve the design, and reduce labor. The next project was an annual or semi-annual project to perform periodic root control activities, to keep roots out of the sanitary sewer. There was also a project to upgrade the digester mixers on the sludge processing side of the plant, noting that there was a need to update the mixers to prevent failed performance.

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In the Stormwater Fund, Mr. Gdanski explained that the Tools, Parts and Supplies line allowed Public Works to have the resources to do in-house stormwater channel improvements and heavy maintenance on the channels.

He also explained that there was a large construction project called the Chestnut West Detention. He noted that the design was complete, the City already owned the property, and this would put the City out in front of development in the area.

The next project was the Waller Detention Construction and the intent for the project was to excavate out the discharge structure and relocating the glade and excavate a third of the property for stormwater easement. He noted that another goal was to pave the channel from Chestnut to Waller Detention to help get the water through the area.

He then explained the box structure replacement on Broadway at Lakeview Drive. He noted that the design was completed in the previous fiscal year. This project would replace the structure and allow for channel alignment work, and allow completion of one block of sidewalk on the south side to complete the Broadway Trail from Downtown to University.

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Mr. Gdanski spoke regarding Water Capital Improvement. The first project was a valve replacement and maintenance project, and was a systematic, reoccurring project to replace and correct water valves throughout the system. This would be accomplished by Public Utilities. Another project continuing would be the water main replacement to replace some of the older water mains in smaller

sections to prevent large expense. This would help reduce main breaks. The last piece of this item was to start an annual program to replace the automated meters. He further explained that there would be a project to refurbish water tanks at Ringwood and Cleo Springs.

Continuing with the Water Capital Improvement Fund, Mr. Gdanski spoke regarding the raw waterline replacement that serviced three wells in the Cleo well field; the Kroeker Renew Property purchase option to purchase property for the surface water treatment plant; and a project to refurbish some of the water tanks at the Ringwood and Cleo Springs well fields. This fund also included the Well Field Improvements and Replacement which include continuous maintenance and improvement program which provides the capability to acquire water rights, build new wells, and improve other wells. This plan also included construction and infrastructure requirements for approximately two wells.

Mr. Gdanski noted that there were some older and obsolete wells that needed to be demolished and cemented in and the well houses removed, and then take the wells off of the City's permit so that the City is no longer liable for them.

Also mentioned was the Capital Projects Escrow Fund, which transfers the money collected from the fees that developers pay on construction projects (based on Basin) back into stormwater.

There being no further comment, discussion on Capital Improvement Projects concluded.

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

- TRUSTEES OF THE ENID MUNICIPAL AUTHORITY -

PRESENT: Trustees Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin, Chairman Shewey, Trust Manager Jerald Gilbert, Assistant Trust Attorney William Gill and Secretary Alissa Lack.

ABSENT: None.

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CFO Erin Crawford noted that this item was a place holder for any changes to the EMA captured at this meeting to bring back at the meeting of May 9, 2017.

There being no comment, discussion on the Enid Municipal Authority fund concluded.

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Mayor Shewey recessed the meeting to convene as the Enid Economic Development Authority.

- TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY -

PRESENT: Trustees Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin, Chairman Shewey, Trust Manager Jerald Gilbert, Assistant Trust Attorney William Gill and Secretary Alissa Lack.

ABSENT: None.

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Ms. Crawford spoke regarding the projected revenues and operations for the current and upcoming fiscal year, as well as the overall variance. She noted that there were different types of revenue that came into this fund, such as TIF receipts, miscellaneous revenue from rent, interest earnings and reimbursements based on the HUD loan money, and transfers from General Funds; the balance comes from EMA to make this a balanced fund. Operations included accounts that have Trust Fees, an increase related to the note taken out for the Academy incentive, Professional Services contract with Retail Attractions for recruitment of economic retail development, sales tax rebates, Economic Development contract with Enid Regional Development Alliance, TIF payments related to the Roosevelt TIF, and transfers to other funds. It was noted that the current sales tax rebates were being paid out to Jumbos IV, Enid Crossing Investors, 333 Enid Travel Plaza, and Enid Investment Partners, LLC. Other items being paid out of the EEDA included the HUD 108 Loan, the 2015 Taxable Series, and the 2005 Advance Foods TIF.

Commissioners discussed taking a closer look at all consultants and evaluating their contracts, receiving updates from them, and noting their accomplishments.

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Ms. Diane Levesque, 1324 West Oak Avenue, addressed commissioners. She expressed concerns regarding ADA compliance and the downtown sidewalks. She also expressed concerns regarding what will increase retail revenue.

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Brent Kisling, Executive Director of Enid Regional Development Alliance, presented a brief history of the ERDA, as well as the accomplishments that have been made. He explained where funding was derived from and how the eight year investment has been spent. He provided several project highlights, as well as many other activities that are a result of the City of Enid's investment in the economic development effort that ERDA was responsible for. In closing statements, Mr. Kisling illustrated the priority projects for 2017, and presented a request from the ERDA Board for \$600,000.00 for the 2017-2018 budget cycle.

Chairman Shewey noted that the Budget current budget included funding of \$550,000.00.

Following brief discussion regarding economic development, discussion on the Enid Economic Development Authority fund concluded.

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

- TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY -

PRESENT: Trustees Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin, Chairman Shewey, General Manager Jerald Gilbert, Assistant Trust Attorney William Gill and Secretary Alissa Lack.

ABSENT: None.

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CFO Erin Crawford noted that this item was a place holder for any changes to the Enid Public Transportation Authority captured at this meeting to bring back at the meeting of May 9, 2017.

It was noted that the EPTA did well in the current fiscal year.

Ms. Crawford noted that Mary Williams, EPTA Director was working to partner with local businesses on getting funding for bus match to provide services.

There being no further comment, discussion on the Enid Public Transportation Authority fund concluded.

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

- MAYOR AND BOARD OF COMMISSIONERS -

CFO Erin Crawford noted that this item was a place holder for any changes to the City of Enid Budget captured at this meeting to bring back at the meeting of May 9, 2017.

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

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

NAY: None.

The meeting adjourned at 6:42 P.M.

MINUTES OF SPECIAL 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 9TH DAY OF MAY 2017

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 special session at 11:00 A.M. on the 9th day of May 2017, 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 forty-eight hours in advance to the Clerk of the City of Enid, and pursuant to notice thereof displayed at the entrance to the Administration Building of said city, in prominent view and which notice was posted prior to 11:00 A.M. on the 8th day of May 2017.

-MAYOR AND BOARD OF COMMISSIONERS-

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

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

ABSENT: Commissioner Wilson.

Staff present were City Manager Jerald Gilbert, Assistant City Attorney William Gill, City Clerk Alissa Lack, Director of Engineering Services Christopher Gdanski, Chief Financial Officer Erin Crawford, Public Utilities Director Louis Mintz, Planning Administrator Chris Bauer, Police Chief Brian O'Rourke, Fire Chief Joe Jackson, Director of Marketing and Public Relations Steve Kime and Human Resources Director Sonya Key.

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Discussion was held on the Fiscal Year 2017-2018 City of Enid Budget.

Opening comments were made by Chief Financial Officer Erin Crawford. She stated that budget discussion would re-visit the Community Development Block Grant (CDBG), which had been discussed previously, and then cover the seven remaining funds, which included: Airport, four (4) Police Funds, Fire Fund, and Central National Bank Event Center Fund.

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Ms. Crawford began with an overview of some proposed revisions for CDBG from the meeting of May 2, 2017. She provided a brief review of the fund, explaining that the Housing and Urban Development (HUD) 108 Loan would remain unchanged at \$167,235.00; Administration and Planning had been reduced from \$70,000.00 to \$50,000.00; \$20,000.00 was added to Housing and Emergency Repairs; the category had changed on the Don Haskins match, because the program did go out for bid this year and there is funding in the Capital Improvement Program (CIP) to fund that match, and the funding had been repurposed to fund After School and Summer Youth Programs. She noted that this fund would come back at a future Study Session, and that the commissioners would be able to approve an action plan and determine how the dollars are spent. She also noted that there was one change, and that was the \$40,000.00 split out for Don Haskins, which will be moved up to the After School/Summer Youth Programs line. Finally, it was noted that the \$309,975.00 Budget was a proposed amount, based on HUD guidance, and once the final amount was determined, this fund would come back before the commission for approval.

Commissioner Waddell spoke briefly regarding the proposed funding for After School/Summer Youth Programs, and the need to develop these programs, specifically for programs that already have an infrastructure in place.

Stephanie Carr, CDBG Coordinator, explained that a Request for Proposal (RFP) would be sent out so that organizations could show what programs they had, so that the Commission could decide which ones to fund. She noted that up to 15% of funding could be allocated to Public Services, which these

programs would fall under. She also noted that Youth Programs were a high priority for HUD funding, that it was in the City's Consolidated Plan, and was a perfect use of funding.

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Dan Ohnesorge, Director of Aviation, spoke regarding the Fiscal Year 2017-2018 Airport Fund. He noted that the Airport Fund was an enterprise that required the monitoring of revenue to be sure that it met the costs. He noted that revenue was up this year, mainly because of two things: a \$500,000.00 donation to build a new terminal and grant money from the runway extension.

He noted that Personal Services were down a little bit, because there is not an additional pay period this year; Contractual Services were down, because there were no bid projects planned; and Maintenance and Operations and Capital Outlay were pretty much level.

Mr. Ohnesorge explained that the big thing with the revenue was the fuel and the hangar rent. He noted that hangar rent was stable, that they stayed about the same year to year. The fluctuation in fuel prices was tabulated everyday, and a profit margin was maintained throughout the year, to be able make the revenue happen and to predict where the profit was going to go.

Mr. Ohnesorge explained that the expenses at the Airport were pretty standard and included paying for the fuel, purchasing insurance, personnel costs, supplies, and travel expenses. He further explained that although there was not a big project scheduled for this year, staff was working on a terminal rebuild/renovation and there would be a plans and specifications amendment to the Cobb Engineering contract sometime in the fall, at which time a budget appropriation would have to be made. His goal was to have a "shovel ready" project at the end of the year when they receive grants from the OAC.

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Police Chief Brian O'Rourke spoke regarding the four (4) funds that are in the Police Department Fund, which included the Special Projects Fund, 911 Fund, CIC Fund, and Police Fund. He first explained the Special Projects Fund, which involved restitutions in Special Projects 1, State Seizure

Funds in Special Projects 2, and Federal Seizure Funds in Special Projects 3. He explained that the funds were unknown but Special Projects 2 and 3 and sometimes Special Projects 1 were used to fund the Narcotics Division. He noted that Special Projects 1 had over a \$200,000.00 cash fund balance. These funds could be used for unbudgeted emergencies. The revenues and expenditures were unpredictable and were based on the funds received, which made it difficult to propose a budget.

Chief O'Rourke explained that CIC was a juvenile holding facility inside the police building, and that for years, it was set up through OJA and was funded by a grant and due to the financial state of Oklahoma, and this was one of the first programs cut through the grant. Because the funding had dwindled over the years, the Police Department was now subsidizing the full amount of funding for the service.

He explained that another fund in the Police budget was the 911 Fund, for the 911 Center, and is a stand-alone fund subsidized by the City Police Department and Fire Department. He also noted that it was a difficult fund to maintain because the revenues were going up. He explained that in recent years it had been funded by wireless subsidies and landlines, and then, due to legislation, the subsidies have increased and now included wireless, VoIP, and disposable phones. He noted that these new collections began in January, was being collected by the State, and would then be distributed, so the exact amount to be received was unknown, but would be much better than what was seen in the past. It was noted that due to maintaining 911 services for Major County, revenues were also received from Major County, and staff was in preliminary discussion with another surrounding county for the possibility of another similar agreement.

Chief O'Rourke explained that the major expense for 911 was the 911 operating system and the T1 lines and phone lines that are paid through AT & T, but they are looking at a new system that might be more cost effective. Another major expense is Personnel, and the Department is currently running too short, which affects the overtime budget a little, but helps to keep personnel services lower.

He then spoke regarding the Police Fund, which he stated had been a challenge the last few years. He explained that over the years, they had been able to save enough money in Capital Outlay to improve the facility, back in 2010-2011. But the last few years had been a challenge. They had been making budget, but going in with a deficit. He noted that the department had been operating short-staffed to lower personnel costs, but that in the last couple of years the department had been able to hire more people, which made the Personnel Services budget more challenging with the revenues available. It was noted that currently revenue has increased a little, personnel services has decreased a little, he has had to increase the technology software line because of the expense involved, has accounted for the body cameras being run and the storage issues associated, and had another expense due to the need to send individuals to polygraph school. He noted that there is no capital besides fleet expected in the next couple of years.

Following brief comment, discussion on the Police Fund concluded.

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Fire Chief Joe Jackson presented the Fire Fund Budget. He noted that a correction might be needed in the budget for staffing, adding that the budget reflected twenty-one firefighters, but should only reflect twenty because of an extra Captain position. He further explained that this would be the third year in a row that the Fire Department had run one person short per shift due to budgetary restraints.

Chief Jackson noted an approximately 7% increase under revenues, a little \$500,000.00 over last year. The fund balance indicates that the department runs on a deficit of about \$222,000.00 this year, and he has concerns about funding.

Under Personnel Services, he noted a decrease of about 1%, because there is not an extra pay period in the new year. Contractual Services have been cut back 4%. He also explained that over the last three years, the department had been cutting Maintenance and Operations and Contractual Services every year because the fund balance required it. Maintenance and Operations was cut 11%, which is pretty

tight. He noted that this was the first time in three years that a purchase was being made anything that fell under Capital, and he planned to replace the Personal Protective Equipment that was eight years old.

Chief Jackson spoke briefly regarding the responsibility involved with sales tax, and the future funding of Public Safety.

Following brief comment, discussion on the Fire Fund concluded.

\*\*\*\*\*

Ms. Crawford introduced the Central National Bank (CNB) Center Budget. She noted that there was a decrease from where the budget was coming in, and what was expected in the next year, and also noted the decrease in Maintenance and Operations. Other than that, the budget was coming in on track in Contractual Services and Capital Outlay.

She explained that another thing that came into the CNB Center was from hotel/motel tax, which was used to supplement operations. She then provided a brief overview of the revenue and expense types within the budget.

Kevin Boryczki, General Manager of the CNB Center, spoke regarding the proposed budget for the CNB Center for Fiscal Year 2018. He provided a brief presentation, beginning with an overview of Spectra and their responsibilities, and the benefits of having a facility like the CNB Center.

Mr. Boryczki addressed the economic impact the CNB Center has had locally by illustrating how different events affected spending in the area, and how that spending is tracked. He also provided examples of the events that attract out of town visitors.

An update of the Fiscal Year 2017 was provided. He reviewed the first eight months of the fiscal year, and provided projections for the last four months of the fiscal year. He noted that the net operating income had improved, and he hoped to see that trend continue over the final four months of the year.

Next, Mr. Boryczki provided an overview of the Fiscal Year 2018, and began by highlighting the mix of events expected in the new fiscal year. He noted that one category in the upcoming year that was very small was conventions that would be held at the CNB Center, and he explained that last year that

category was at a zero, but that this year there are three planned already. He stated that conventions were a big area as far as targeting out of the area people coming to Enid. He also noted that the number could increase with the addition of the downtown hotel. He also highlighted other events and how they could impact revenues.

A brief overview of the financial details was presented, and it was noted that the subsidy projected in the budget was the lowest that it has been since the Center was opened. He illustrated that there had been a progressive decline in the operating loss over the years, and noted that even with a decline in the economy the Center was still able to save money, adjust to the economy, and continue to decrease the subsidy needed to fund this building that is bringing in a lot of revenue for the community.

He then explained the opportunities that they planned, and that they would try to offer something for everyone in the community. He expressed the need for sponsorship and retention of current business, focusing on the hotel and long term business, taking a lower risk strategy when considering events, and holding more self promoted events.

Mr. Boryczki briefly explained the involvement of Visit Enid, and the benefit that they provide.

Following brief comment, discussion on Central National Bank Center concluded.

\*\*\*\*\*

Ms. Crawford provided a brief overview of the proposed budget revisions for Fiscal Year 2018, including the removal of the June 2018 duplicated sales tax, reducing the General Fund revenue and transfer out, reducing the Enid Municipal Authority transfer in and expense, and removing the Don Haskins trailhead project from Capital Improvement.

Mr. Gilbert noted that the budget could be amended at any meeting, so if an amendment was needed after the budget was approved, it could be done throughout the course of the year.

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

- TRUSTEES OF THE ENID MUNICIPAL AUTHORITY -

PRESENT: Trustees Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin, Chairman Shewey, Trust Manager Jerald Gilbert, Assistant Trust Attorney William Gill and Secretary Alissa Lack.

ABSENT: None.

\*\*\*\*\*

CFO Erin Crawford noted that this item was a place holder for any discussion that might be needed regarding the 2017-2018 Fiscal Year Enid Municipal Authority Financial Plan.

There being no comment, discussion on the Enid Municipal Authority fund concluded.

\*\*\*\*\*

Mayor Shewey recessed the meeting to convene as the Enid Economic Development Authority.

- TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY -

PRESENT: Trustees Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin, Chairman Shewey, Trust Manager Jerald Gilbert, Assistant Trust Attorney William Gill and Secretary Alissa Lack.

ABSENT: None.

\*\*\*\*\*

CFO Erin Crawford noted that this item was a place holder for any discussion that might be needed regarding the 2017-2018 Fiscal Year Enid Economic Development Authority Financial Plan.

\*\*\*\*\*

Ms. Diane Levesque, 1324 West Oak Avenue, addressed commissioners. She spoke regarding [Vance Development Authority Consultant] Mr. Mike Cooper as an Economic Development asset, relative to Vance Air Force Base, and with regard to retired military personnel who might stay in the area. She also spoke regarding the Fire Department and Police Department budgets, and the economic impact

of the Event Center. She also expressed concerns regarding the role of consultants that are hired by the City.

\*\*\*\*\*

There being no comment, discussion on the Enid Economic Development Authority Financial Plan concluded.

\*\*\*\*\*

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

- TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY –

PRESENT: Trustees Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin, Chairman Shewey, General Manager Jerald Gilbert, Assistant Trust Attorney William Gill and Secretary Alissa Lack.

ABSENT: None.

\*\*\*\*\*

CFO Erin Crawford noted that this item was a place holder for any discussion that might be needed regarding the 2017-2018 Fiscal Year Enid Economic Development Authority Financial Plan.

There being no further comment, discussion on the Enid Public Transportation Authority Financial Plan concluded.

\*\*\*\*\*

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

- MAYOR AND BOARD OF COMMISSIONERS –

CFO Erin Crawford noted that this item was a place holder for any discussions that might be needed regarding the 2017-2018 Fiscal Year City of Enid Budget Financial Plan.

\*\*\*\*\*

Motion was made by Commissioner Janzen to remove the line item in the budget for funding the contract for consultant Curt Roggow.

Motion died for lack of second.

\*\*\*\*\*

Motion was made by Commissioner Ezzell to remove the line item in the budget for Oklahoma Municipal League dues from the General Government budget.

Motion died for lack of second.

\*\*\*\*\*

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

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

NAY: None.

The meeting adjourned at 12:46 P.M.

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 6TH DAY OF JUNE 2017

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 6th day of June 2017, 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, 2016 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 5th day of June 2017.

-MAYOR AND BOARD OF COMMISSIONERS-

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

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

ABSENT: None.

Staff present were City Manager Jerald Gilbert, Assistant City Attorney William Gill, City Clerk Alissa Lack, Director of Engineering Services Christopher Gdanski, Public Works Director Billy McBride, Planning Administrator Chris Bauer, Fire Chief Joe Jackson, Director of Marketing and Public Relations Steve Kime, Human Resources Director Sonya Key and Ex-Officio Member Command Chief Master Sergeant Jeffrey Wilson.

\*\*\*\*\*

Pastor Terry O'Toole from the Chisholm Trail Cowboy Church gave the Invocation, and Commissioner Derwin Norwood, Jr. led the Flag Salute.

\*\*\*\*\*

Motion was made by Commissioner Janzen and seconded by Commissioner Waddell to approve the minutes of the special Commission meeting of May 2, 2017 and the regular Commission meeting of May 16, 2017, and the vote was as follows:

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

NAY: None.

\*\*\*\*\*

Adoption Coordinator Charlet Ringwald presented "Agatha," a five-year old female Border Collie/Lab mix, available for adoption at the Enid Animal Shelter.

\*\*\*\*\*

A Commendation was read and presented to Deputy Chief Corbin Baker, of the Enid Fire Department, in recognition of his commitment to be involved in cases assigned to CASA's, for which he was awarded the Court Appointed Special Advocate of the Year for 2016 by the Garfield County Child Advocacy Center.

\*\*\*\*\*

Ballots were taken as follows for three (3) appointments to the Library Board:

Kingkini Arend	Commissioners Janzen, Ezzell, Waddell, Pankonin, and Mayor Shewey
Megan Conrady	Commissioners Norwood and Waddell
Merlin Haines	Mayor Shewey
Suzy Meibergen	Commissioners Janzen, Norwood, Ezzell, Wilson, Pankonin and Mayor Shewey
Carolyn Poplin	Commissioner Wilson
Keith Reynolds	Commissioners Janzen, Norwood, Ezzell, Waddell, Wilson and Pankonin

Ms. Suzy Meibergen was appointed, and Ms. Kingkini Arend was reappointed to the Library Board, said terms to expire May 2020. Mr. Keith Reynolds was appointed to the Library Board to fill an unexpired term to May 2019.

Ballots were taken as follows for two (2) appointments to the Golf Advisory Board:

Bruce Lack	Commissioners Janzen and Norwood
John Parton	Commissioners Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin and Mayor Shewey
Taylor Venus	Commissioners Ezzell, Waddell, Wilson, Pankonin and Mayor Shewey

Mr. Taylor Venus was appointed, and Mr. John Parton was reappointed to the Golf Advisory Board, said terms to expire March 1, 2020.

Ballots were taken as follows for one (1) appointment to the Enid Joint Recreation Triad:

Jeff Clark	Commissioner Wilson
Gary Cole	Commissioner Janzen and Mayor Shewey
Merl Cordray	Commissioners Norwood, Ezzell, Waddell and Pankonin

Mr. Merl Cordray was appointed to the Enid Joint Recreation Triad, said term to expire March 1, 2020.

Motion was made by Commissioner Ezzell and seconded by Commissioner Janzen to reappoint Mr. Roy “Fig” Newton to serve on the Vance Development Authority, as a retired member of the U.S. Air Force, said term to expire March 1, 2021, and to appoint Mr. Shaun Cummings to serve on the Vance Development Authority, as a member of the Air Force Association, said term to expire March 1, 2020, and the vote was as follows:

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

NAY: None.



It was noted that the Metropolitan Area Planning Commission approved the closing at their meeting of May 15, 2017.

Having no discussion, the hearing concluded.

\*\*\*\*\*

Motion was made by Commissioner Ezzell and seconded by Commissioner Janzen to adopt an ordinance closing to the public a portion of alley in Block 9, Douthitt's Third Addition; a portion of West York Avenue; all of alley in Block 3, Douthitt-Whittington Addition; a portion of West Indiana Avenue; all of alley in Block 4, Douthitt-Whittington Addition; and a portion of Madison Street, all lying in the northwest quarter of Section Eighteen, Township Twenty-Two, Range Six West of the Indian Meridian, Garfield County, Oklahoma to consolidate the Enid High campus after application from the School Board, and the vote was as follows:

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

NAY: None.

**ORDINANCE NO. 2017-08**

**AN ORDINANCE CLOSING TO THE PUBLIC A PORTION OF ALLEY IN BLOCK 9, DOUTHITT'S THIRD ADDITION; A PORTION OF WEST YORK AVENUE; ALL OF ALLEY IN BLOCK 3, DOUTHITT-WHITTINGTON ADDITION; A PORTION OF WEST INDIANA AVENUE; ALL OF ALLEY IN BLOCK 4, DOUTHITT-WHITTINGTON ADDITION; AND A PORTION OF MADISON STREET, ALL LYING IN THE NORTHWEST QUARTER OF SECTION EIGHTEEN, TOWNSHIP TWENTY-TWO, RANGE SIX WEST OF THE INDIAN MERIDIAN, GARFIELD COUNTY, OKLAHOMA TO CONSOLIDATE THE ENID HIGH CAMPUS AFTER APPLICATION FROM THE SCHOOL BOARD PROVIDING FOR REPEALER, SAVINGS CLAUSE, AND SEVERABILITY.**

\*\*\*\*\*

Motion was made by Commissioner Pankonin and seconded by Commissioner Waddell to adopt an ordinance closing to the public all utility easements lying in the east ten feet of the north 124.71 feet of Lot 6, Block 13, Willow West Fourth Addition, and the west ten feet of the north 124.71 feet of Lot 1, Block 11, Willow West Fourth Addition, and the vote was as follows:

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

NAY: None.

**ORDINANCE NO. 2017-12**

**AN ORDINANCE CLOSING TO THE PUBLIC ALL UTILITY EASEMENTS LYING IN THE EAST TEN (10) FEET OF THE NORTH 124.71 FEET OF LOT 6, BLOCK 13 WILLOW WEST FOURTH ADDITION, AND THE WEST TEN (10) FEET OF THE NORTH 124.71 FEET OF LOT 1, BLOCK 11 WILLOW WEST FOURTH ADDITION AFTER APPLICATION FROM THE ADJOINING PROPERTY OWNER TO ALLOW FOR AN ADDITION TO THEIR HOME, PROVIDING FOR REPEALER, SAVINGS CLAUSE, AND SEVERABILITY.**

\*\*\*\*\*

Jennifer Smith, Accounting Manager, addressed commissioners and explained that this was a resolution amending the current budget for upcoming projects at the airport.

Motion was made by Commissioner Ezzell and seconded by Commissioner Pankonin to approve a resolution amending the 2016-2017 Airport Fund Budget by appropriating additional funds in the amount of \$105,000.00 to increase the 2016-2017 appropriated amounts for the Airport Department, and the vote was as follows:

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

NAY: None.

(Copy Resolution)

\*\*\*\*\*

Motion was made by Commissioner Ezzell and seconded by Commissioner Janzen to approve execution of a Recreational Trails Program Project Grant Agreement between the City of Enid and the State of Oklahoma Tourism and Recreation Department for Trail Head Construction at Don Haskins Park, in the amount of \$160,000.00, and the vote was as follows:

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

NAY: None.

\*\*\*\*\*

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

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

NAY: None.

- (1) Approval of Amendment 11 to the Owner-Engineer Agreement dated April 2013 between the City of Enid and CEC Corporation (Formerly Cobb Engineering), to conduct a preliminary architectural and engineering study for the replacement of the existing terminal at the Enid Woodring Regional Airport, in the amount of \$30,500.00;
- (2) Approval of Amendment 12 to the Owner-Engineer Agreement dated April 2013 between the City of Enid and CEC Corporation (Formerly Cobb Engineering), to conduct an extensive survey of Runway 13/31 at the Enid Woodring Regional Airport to quantify extent of cracking and recommend remediation plan, in the amount of \$9,250.00;
- (3) Award of purchase of a John Deere Tractor and Front End Loader Attachment for Enid Woodring Regional Airport, form P & K Equipment, Enid, Oklahoma, in the amount of \$64,408.46 per State Purchasing Contract;
- (4) Approval of Change Order No. 2 with Rick Lorenz Construction, Inc., for Project No. M-1604A, Longfellow Safe Routes to School Sidewalk Improvements, which will adjust final quantities as measured in place for all corrected work in the deduct amount of \$28,137.42, for a total revised contract amount of \$143,790.13; and acceptance of said project as completed by the contractor;
- (5) Approval of Change Order No. 1 with Luckinbill, Inc., for Project No. S-1704A, 2017 Sanitary Sewer Point Repair Program, which will add \$81,233.00 to add repair numbers 1701-1709 & 1725 back to the contract, for a revised contract amount of \$428,092.00;
- (6) Approve Change Order No. 2 with Cummins Construction Company for Project No. R-1502A, 2015 Street Resurfacing Program & Signal Modifications, which adjusts contract amount per quantities places in the deduct amount of \$142,719.82, for a total revised contract amount of \$646,808.41; and acceptance of said project as completed by the contractor;
- (7) Approval of Change Order No. 1 with Duit Construction Company, for Project No. R-1701A, 66th Street Industrial Access Improvements, which will add \$66,751.39 to the

original contract to cover the additional cost of adding junction boxes on Willow Road and adjusting drainage structures to accommodate existing gas lines;

- (8) Approval of contract award for Project R-1702, 2017 Local Street Program, to the lowest responsible bidder, Rick Lorenz Construction, Enid, Oklahoma, in the amount of \$141,165.13; and authorize the Mayor to execute all contract documents after review by the City Attorney;
- (9) Approval of contract award for Project M-1706A, Landfill Commercial Scale Access Road Improvements, to the lowest responsible bidder, MTZ Construction, Inc., Oklahoma City, Oklahoma, in the amount of \$45,252.00; and authorize the Mayor to execute all contract documents after review by the City Attorney;
- (10) Acceptance of the following described Drainage Easement located at the Cleveland Street and Chestnut Avenue Intersection, from Steven J. and Jane Marie Singer, Enid, Oklahoma, in conjunction with Project No. R-1311A, Cleveland Street and Chestnut Avenue Intersection Improvements, in the amount of \$20,000.00;

(Copy Description)

- (11) Acceptance of the following described Public Access Easement and Highway Dedication Deed located at 1016 South Garland Road, from Hudson Enterprises, LLC, Enid Oklahoma, as a condition for the site development of Elite Collision, at no cost to the City;
- (12) Allowance of the following claims for payment as listed:

(List Claims)

\*\*\*\*\*

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

- TRUSTEES OF THE ENID MUNICIPAL AUTHORITY -

PRESENT: Trustees Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin, Chairman Shewey, Trust Manager Jerald Gilbert, Assistant Trust Attorney William Gill and Secretary Alissa Lack.

ABSENT: None.

\*\*\*\*\*

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

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

NAY: None.

(List Claims)

\*\*\*\*\*

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

- TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY –

PRESENT: Trustees Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin, Chairman Shewey, General Manager Jerald Gilbert, Assistant Trust Attorney William Gill, and Secretary Alissa Lack.

ABSENT: None.

\*\*\*\*\*

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

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

NAY: None.

(List Claims)

\*\*\*\*\*

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

- TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY –

PRESENT: Trustees Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin, Chairman Shewey, General Manager Jerald Gilbert, Assistant Trust Attorney William Gill and Secretary Alissa Lack.

ABSENT: None.

\*\*\*\*\*

Motion was made by Commissioner Wilson and seconded by Commissioner Waddell to approve a resolution authorizing the Chairman of the Enid Public Transportation Authority or his delegate to execute 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 5339(b), Bus and Bus Facilities Discretionary Grant Program, and the vote was as follows:

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

NAY: None.

(Copy Resolution)

\*\*\*\*\*

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

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

NAY: None.

(List Claims)

\*\*\*\*\*

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

- MAYOR AND BOARD OF COMMISSIONERS -

Ms. Diane Levesque, 1324 West Oak Avenue, addressed commissioners. She expressed support of [Vance Development Authority Consultant] Mike Cooper, and concerns regarding the Base Realignment and Closing Program (BRAC). She also spoke in support of the Public Library, and

suggested an outreach program be established between the Library and the Booker T. Washington Community Center.

\*\*\*\*\*

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

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

NAY: None.

The meeting adjourned at 7:14 P.M.

**City Commission Meeting**

**5.2.**

**Meeting Date:** 06/20/2017

**Submitted By:** Alissa Lack, City Clerk

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**SUBJECT:**

**CONSIDER APPOINTMENTS TO THE PUBLIC ARTS COMMISSION OF ENID.**

**BACKGROUND:**

The City Clerk has advertised for vacancies to the Library Board. The following appointments are to be considered:

Six (6) vacancies to be filled by any interested citizen of the city of Enid. Mr. Eldon Ames, Ms. Edna Mae Holden, Ms. Kelly Tompkins, and Mr. Christopher Sneed are incumbents to this Board, but do not seek reappointment. Ms. LynnDe Funk and Mr. Mike Klemme are incumbents, and seek reappointment. Applications have also been received from Ms. Megan Conrady, Mr. Merlin Haines, Ms. Marcy Jarrett, Ms. Carolyn Poplin, and Mr. Michael Shuck. Successful applicants will serve on the commission until March 1, 2020. Applications and ballot are attached for your consideration.

**RECOMMENDATION:**

Consider appointments.

**PRESENTER:**

Jerald Gilbert, City Manager

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**Attachments**

BALLOT - PACE

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**BOARDS AND COMMISSIONS**

**JUNE 20, 2017**

**BALLOT**

**PUBLIC ARTS COMMISSION OF ENID**

---

**MEGAN CONRADY**

**LYNN DE FUNK**

**MERLIN HAINES**

**MARCY JARRETT**

**MIKE KLEMME**

**CAROLYN POPLIN**

**MICHEAL SHUCK**

**Vote for six (6) to fill vacancies.**

**CIRCLE & INITIAL**

Janzen

Norwood

Ezzell

Waddell

Wilson

Pankonin

Mayor Shewey

CITY OF ENID

ADVISORY COMMISSION APPLICATION FORM

NAME Megan Conrady

HOME ADDRESS 9 Beaver Trail Enid, OK 73703

MAILING ADDRESS " "

HOME PHONE 580-231-1236 BUSINESS PHONE 580-366-7250

COMMISSION WARD \_\_\_\_\_

ADVISORY COMMISSION PREFERENCE(S):

Library \_\_\_\_\_ Public Arts Commission \_\_\_\_\_

RESIDENCE HISTORY: I have been a resident of Enid for 16 years.

EDUCATIONAL BACKGROUND: I graduated from Claremore High school in 2000, + attended NOC in 2001, but did not graduate.

WORK HISTORY: Emerson Middle School Secretary since 2010, before that, a pharmacy Tech at Walgreens from 2001-2010

CIVIC, COMMUNITY ACTIVITIES: I have been an active member, as well as a founding member of my current church, Enid Life Church Lifegroup. As well as school activities, Taft PTO, + Emerson PTA.

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**REASONS FOR WANTING TO SERVE ON ABOVE COMMISSION(S):** I have  
always loved reading and the library. I  
am raising my children to respect & love the  
library as well, participating in many activities  
they offer. I would love to ~~offer~~ be a part of  
the decisions and activities and to offer my opinion.

**REFERENCES:**

Kim Brittain - 402-0160

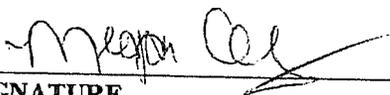
Kingtin: Arnd - 747-0762

Jessica Locke - 977-4299

Janice Fuksa - 405-853-5273

**OTHER COMMENTS:** I would love the opportunity to  
serve on the library's board. I feel very  
passionate that a library is a cornerstone of  
any community

**RESUME ATTACHED:** (YES) \_\_\_\_\_ (NO) X \_\_\_\_\_

  
SIGNATURE

3-16-17  
DATE

**Return application to:**

City Clerk

401 W. Owen K. Garriott Road

Enid, OK 73701

[lparks@enid.org](mailto:lparks@enid.org)

FAX: 580-242-7760

or:

PO Box 1768

Enid, OK 73702

**City of Enid**  
**Advisory Commission Application Form**

**LynnDe M. Funk**

4414 Briar Ridge Road (Commission Ward 6)  
Enid, OK 73703-2817  
(580) 233-0287  
[funkj@prodigy.net](mailto:funkj@prodigy.net)

**ADVISORY COMMISSION PREFERENCE:**

Arts Commission

**Residence history:** I have been a resident of Enid for 15 years. I intend to continue living in Enid, which is also home for my husband, son and daughter-in-law and grandchildren.

**Educational background:** I have a Bachelor of Science Degree in Creative Arts and a minor in Interior Design from the University of Nebraska-Lincoln.

Teacher certification for grades K-6, with art certification for grades K-12  
Edgerton Science Center, Aurora, Neb.: classes in high-speed photography

**Work history:**

- Enid Rotary Club, executive secretary, (current part-time employment)
- Ekids magazine: Managing editor, sales and photography, 2009-2013
- Photography instructor, Christian home-schooled student organization, 2010

Prior to moving to Enid:

- Health Fair coordinator, St. Francis Regional Medical Center, Grand Island, Neb., 2000+2001
- Event coordinator, Celebrate 2000 (Y2K communitywide event), Grand Island, Neb.
- Central Community College, G.I., instructor of non-credit classes in photography, 1994-2000
- Holiday Happenings Art Fair coordinator, Parsons, Kan., 1987-1990
- Labette Community College, Parsons, Kan., department chair and program developer, Non-Credit Instruction, 1985-89

**Civic/community activities:**

- Northern Oklahoma College Foundation Board of Trustees, presently serving
  - Willow View United Methodist Church: Hospital Visitor, Greeter, Volunteer as needed
  - David Allen Memorial Ballpark: Serving on World Series Tournament Committee
- Former Activites:
- Northern Oklahoma College: Fund-raiser for turf field
  - Northern Oklahoma College: Fund-raiser for baseball indoor practice building at Enid campus
  - Leonardo's Discovery Warehouse: art and photography instructor for summer program and for city program for at-risk youth
  - David Allen Memorial Ballpark: Baseball Committee volunteer, NJCAA World Series photographer
  - First Presbyterian Church: Elder; designed Sunday School living classrooms; children's program coordinator; advertising coordinator; Evangelism Committee chair
  - Cancer Support Group, Central Christian Church, 2009 to 2014
  - Enid High School, Project Graduation committee chair, 2003

**Prior advisory commission experience and service dates:** Served 3 year term on the Arts Commission Feb. 2014 – Feb. 2017

**Reasons for wanting to serve:**

I would like to see some of our ideas completed. We have had a rather rough beginning of the Arts Commission. I would like to see us find additional funding for projects such as grants, individual donations and perhaps fundraising projects rather than just City of Enid dollars.

I have enjoyed public art and have seen public art used effectively in other communities.

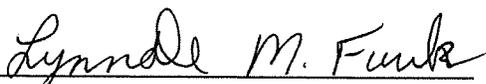
Art can help attract people and make Enid a more interesting, appealing and dynamic community in which to live. I would like to join others in helping make Enid a better place for others, including my children and grandchildren.

I have a creative streak and enjoy helping new endeavors become successful.

**References:**

- Amber Fitzgerald, Enid Public Schools, (580) 366-7000
- Bert Macke, retired banker, (540) 237-4943
- Frank Baker, director, Eagle Marketing, (580) 548-8186
- Jeremy Hise, athletic director, Northern Oklahoma College, (580) 628-6200
- Cheryl Evans, president, Northern Oklahoma College, (580) 628-6201

**Resume attached?** (no)

  
Signature

February 27, 2017  
Date



CITY OF ENID  
ADVISORY COMMISSION APPLICATION FORM

NAME Merlin Dale Haines

HOME ADDRESS 1806 Comanche Trl Enid, Ok 73703

MAILING ADDRESS Same

HOME PHONE 580-747-9218 BUSINESS PHONE 580-213-1754

COMMISSION WARD 02

ADVISORY COMMISSION PREFERENCE(S):

Library Board

Public Arts Commission

RESIDENCE HISTORY: Enid January 2009 to present

EDUCATIONAL BACKGROUND: Melbourne High School 12<sup>th</sup> grade

WORK HISTORY: Central National Bank and Trust February 2009-  
to present

CIVIC, COMMUNITY ACTIVITIES:

Attend First United Methodist Church  
League Bowler

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: None

REASONS FOR WANTING TO SERVE ON ABOVE COMMISSION(S): \_\_\_\_\_

Feel it would be a good way to start serving my community. My kids volunteer each summer at the library and I would like to give back as well.

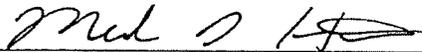
REFERENCES:

Travis Dewald 405-612-4103

Angie Eckstein 580-747-6390

OTHER COMMENTS: \_\_\_\_\_

RESUME ATTACHED: (YES) X (NO) \_\_\_\_\_

  
SIGNATURE

5-26-17  
DATE

Return application to:

City Clerk  
401 W. Owen K. Garriott Road  
Enid, OK 73701  
[alack@enid.org](mailto:alack@enid.org)  
FAX: 580-242-7760

or:

PO Box 1768  
Enid, OK 73702

## Merlin D. Haines

1806 Comanche Trail, Enid, OK 73703

(580) 747-9218

[mhaines@cnb-ok.com](mailto:mhaines@cnb-ok.com)

### Experience

#### Central National Bank – Treasury Management Specialist 2016-Present

- Monitor commercial customers and their accounts through on-site visits, phone communications and internet/e-mail.
- Proficient Management reporting and ad hoc reporting as requested.
- Extensive knowledge and experience in Microsoft Excel, Word, 10-key, ACH balancing and wires; also Company-oriented programs such as Internet Banking and Positive Pay Systems.
- Excellent customer relations including outside vendors and employees.

#### Central National Bank – Payment Service Supervisor 2013-2016

- Responsible for maintaining relationships with customers, department throughout the Company and various outside vendors.
- Generate accounts based on customer needs.
- Handle operations functions of customer support.
- Daily item processing

#### Central National Bank – Electronic Delivery Support Specialist 2009-2013

- Independently responsible for executing and operating various projects.
- Dependable with training new employees
- Process ACH and wires daily
- Accountable for balancing procedures regarding all monies disbursed or received.
- Prolifically managed customer relations.
- Implemented and operated queries regarding end-of-day reports.

#### BancFirst – ACH Clerk 2007-2009

- Process customer ACH files and transmit to Federal Reserve for direct deposits.
- Accountable for daily investing and distributing of Federal Funds.
- Reconcile daily ACH returns for discrepancies.
- Knowledgeably handles customer sweep accounts for investment purposes.
- Daily General Ledger account posting for Company balancing.
- Responsible for reports and filing associated with daily activities.

### Education

#### Melbourne High School – Melbourne, Florida 1990-1993

- Who's Who Among American High School Students
- Most Outstanding Junior ROTC Cadet

### References

Travis Dewald, Enid, OK (405) 612-4103

Angie Eckstein, Stillwater, OK (580) 747-6390



CITY OF ENID  
ADVISORY COMMISSION APPLICATION FORM

NAME Marcy Jarrett

HOME ADDRESS 2501 Wildwood Drive

MAILING ADDRESS Same

HOME PHONE 580-540-8411 BUSINESS PHONE 580-616-7368

COMMISSION WARD \_\_\_\_\_

ADVISORY COMMISSION PREFERENCE(S):

Visual Arts Commission

RESIDENCE HISTORY: Rented house 2009-2010. Lived on Wildwood since July 2010.

EDUCATIONAL BACKGROUND: Bachelor of Music, University of Oklahoma; Woodward High School; Phillips University for freshman year; music scholarship. Certified Destination Management Executive

WORK HISTORY: Arrived in August 2009 to be the Sales Manager at the Cherokee Strip Conference Center. Served as Director of Visit Enid since assisting in its creation in 2010.

Member of these boards:  
CIVIC, COMMUNITY ACTIVITIES: Rotary Club, Enid Arts Council, Keep Enid Beautiful, Tri State Music Festival, Okla. Travel Industry Assoc., President, Enid Tennis Association; Red Carpet Country, Vice President.

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: \_\_\_\_\_

n/a

REASONS FOR WANTING TO SERVE ON ABOVE COMMISSION(S): Public art is an investment in a community that will offer returns for years to come. There is potential for more projects when groups with common interests work together. I especially think KEB and the Arts Commission could compliment and support each other.

REFERENCES:

Suzy Meibergen 233-4167  
Kelly Tomplins 747-9548

Brian Meyer 484-1101  
Russ Frazee 237-5032  
Andi Holland 237-1907

OTHER COMMENTS: \_\_\_\_\_

RESUME ATTACHED: (YES) \_\_\_\_\_ (NO)  \_\_\_\_\_

Mary Janett  
SIGNATURE

May 22, 2017  
DATE

Return application to: City Clerk  
401 W. Owen K. Garriott Road or: PO Box 1768  
Enid, OK 73701 Enid, OK 73702  
[alack@enid.org](mailto:alack@enid.org)  
FAX: 580-242-7760

CITY OF ENID

ADVISORY COMMISSION APPLICATION FORM

NAME Mike Klemme

HOME ADDRESS #5 Silver Meadow Lane

MAILING ADDRESS \_\_\_\_\_

HOME PHONE 233-2008 <sup>cell</sup> BUSINESS PHONE 977-6391

COMMISSION WARD X

ADVISORY COMMISSION PREFERENCE(S):

Art Board

RESIDENCE HISTORY: Lived in Enid since birth.  
At this residence since 1990

EDUCATIONAL BACKGROUND: EHS Grad OSU GRAD

WORK HISTORY: Owner Mike Klemme Photography  
Since 1984

CIVIC, COMMUNITY ACTIVITIES: Enid First, Enid Arts,  
Keep Enid Beautiful

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: \_\_\_\_\_





CITY OF ENID  
ADVISORY COMMISSION APPLICATION FORM

NAME CAROLYN POPLIN

HOME ADDRESS 1413 SUGGETT

MAILING ADDRESS SAME

HOME PHONE 237-4168 BUSINESS PHONE \_\_\_\_\_

COMMISSION WARD \_\_\_\_\_

ADVISORY COMMISSION PREFERENCE(S):

SPECIAL SALES TAX OVERSIGHT LIBRARY BOARD/PUB ARTS COMM  
HISTORIC PRESERVATION VANCE DEVELOPMENT AUTH

RESIDENCE HISTORY: 1413 SUGGETT FROM 2010 TO TODAY;  
1718 W. RANDOLPH FROM 1980 TO 2010

EDUCATIONAL BACKGROUND: BS IN BUSINESS ADMIN

WORK HISTORY: 39 YRS FOR MAJOR CONTRACTOR AT VANCE AFB

CIVIC, COMMUNITY ACTIVITIES: POLLING PLACE OFFICER

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REASONS FOR WANTING TO SERVE ON ABOVE COMMISSION(S): TO GIVE BACK  
TO MY COMMUNITY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REFERENCES:

MABLE CARPENTER 283-193  
ANNETTE RADOMSKI 616-7285

OTHER COMMENTS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RESUME ATTACHED: (YES) \_\_\_\_\_ (NO) ✓

Caralyn Poplin  
SIGNATURE

13 May 2017  
DATE

Return application to:

City Clerk  
401 W. Owen K. Garriott Road or: PO Box 1768  
Enid, OK 73701 Enid, OK 73702  
[alack@enid.org](mailto:alack@enid.org)  
FAX: 580-242-7760

CITY OF ENID

ADVISORY COMMISSION APPLICATION FORM

NAME Michael Shuck

HOME ADDRESS 913 Quail Creek Enid OK, 73703

MAILING ADDRESS Same

HOME PHONE 405-290-8983 BUSINESS PHONE 580-366-7150

COMMISSION WARD 6

**ADVISORY COMMISSION PREFERENCE(S):**

Fire Civil Service Commission

Public Arts  
Board of Adjustment

Special Sales Tax Oversight Committee

ADA Commission, and others

**RESIDENCE HISTORY:** 1988 - 1993 Stillwater, OK

1993- 2004 Wichita, KS

2004 - 2016 Edmond, OK

2016 - Pres. Enid, OK

**EDUCATIONAL BACKGROUND:** 1993, Bachelor of Architecture, Oklahoma State University

1993, Minor in Sociology, Oklahoma State University

**WORK HISTORY:** 1988 - 1993 Shuck and Son Construction

1993 -2004 Schaefer Johnson Cox Frey Architecture

2004-2016 Elliott + Associates Architecture

2016 - Pres. Enid Public Schools

**CIVIC, COMMUNITY ACTIVITIES:** Oklahoma Statewide Autism Conference Advisory

Committee, Edmond Public Schools Autism Committee, Edmond YMCA Soccer Coach,

American Institute of Architects Southern Arizona 2013 Award Jury

**PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE:** \_\_\_\_\_

Autism Oklahoma Creative Committee - 5 years

Edmond Family Center for Autism Leadership Committee - 2 years

Edmond Public Schools Autism Committee - Various times

year 3-1-17

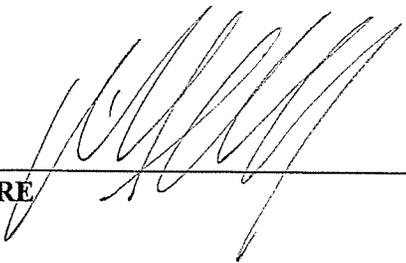
**REASONS FOR WANTING TO SERVE ON ABOVE COMMISSION(S):** I want to serve on a  
commission to be able to use the knowledge I have gained during my 25-year career in the  
design and construction industry to give back to the people of Enid who have been such an  
integral part of my childhood and adult life.

**REFERENCES:**

<u>Karl White, CFO Enid Public Schools</u>	<u>580.366.7000</u>
<u>Ron Garrison, Director of Property Services</u>	<u>580.366.7090</u>

**OTHER COMMENTS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RESUME ATTACHED:** (YES) Yes (NO) \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_  


1/19/2017  
**DATE**

Return application to: City Clerk  
401 W. Owen K. Garriott Road or: PO Box 1768  
Enid, OK 73701 Enid, OK 73702  
[lparks@enid.org](mailto:lparks@enid.org)  
FAX: 580-242-7760

# MICHAEL SHUCK

## CURRICULUM VITAE 2017

### PERSONAL INFORMATION

Michael Shuck  
913 Quail Creek  
Enid, OK 73703  
405-290-8983  
mkshuck@gmail.com

### EDUCATION

1993 - Bachelor of Architecture, Oklahoma State University

1993 - Minor in Sociology, Oklahoma State University

### PROFESSIONAL EXPERIENCE

1985 - 1993      Shuck and Sons Construction

1993 – 2004      Schaefer Johnson Cox Frey Architecture

2004 – 2016      Elliott + Associates Architects

2016 – 2017      Enid Public Schools

### TEACHING EXPERIENCE

1992 - Oklahoma State University, Teaching Assistant, architectural design studio crit

1993 - Oklahoma State University, Teaching Assistant, design studio sketchbook crit

2013 - Oklahoma Christian University (CIDA Accredited), Adjunct Instructor of Interior Design

### PROFESSIONAL PROJECTS

IMANGENET CONSULTING  
Carrollton, Texas

OSU POSTAL PLAZA, OKLAHOMA STATE UNIVERSITY  
Stillwater, Oklahoma

BUILDING ONE, CHESAPEAKE ENERGY CORPORATION  
Oklahoma City, Oklahoma

KIRKPATRICK OIL HENNESSEY  
Hennessey, Oklahoma

THE STUART WING AND ADKINS GALLERY ADDITION, UNIVERSITY OF OKLAHOMA  
Norman, Oklahoma

IMAGENET CONSULTING  
Houston, Texas

GAYLORD-PICKENS OKLAHOMA HERITAGE MUSEUM  
Oklahoma City, Oklahoma

BMI 3<sup>RD</sup> FLOOR REMODEL  
Oklahoma City, Oklahoma

PROJECT 180 BICENTENNIAL PARK / CITY HALL LAWN LANDSCAPE RENOVATION  
Oklahoma City, Oklahoma

THE PUMP HOUSE MUSEUM  
Unbuilt

GREATER WICHITA YMCA, NORTH BRANCH AND KOCH AQUATIC CENTER  
Wichita, Kansas

THE MABEE SCIENCE CENTER AND RESEARCH LAB  
Southwestern College, Winfield, Kansas

HUMBOLDT PUBLIC SCHOOLS, MIDDLE SCHOOL AND TECHNOLOGY CENTER  
Humboldt, Kansas

MEDICINE LODGE PUBLIC SCHOOLS, MIDDLE SCHOOL RENOVATIONS  
Medicine Lodge, Kansas

CHALLENGER LEARNING CENTER OF KANSAS  
Unbuilt

WICHITA STATE UNIVERSITY, ABLAH LIBRARY READING ROOMS  
Wichita, Kansas

WICHITA YMCA, RICHARD A. DEVORE SOUTH YMCA  
Wichita, Kansas

KANSAS STATE UNIVERSITY, ACKERT HALL II  
Manhattan, Kansas

GREATER WICHITA YMCA, YMCA ELDORADO  
Eldorado, Kansas

DERBY PUBLIC SCHOOLS, HIGH SCHOOL EXPANSION  
Derby Kansas

KANSAS TECHNOLOGY CENTER, PITTSBURG STATE UNIVERSITY  
Pittsburg, Kansas

BOEING WICHITA CREDIT UNION, PAWNEE BRANCH  
Wichita, Kansas

WICHITA YMCA, EAST YMCA EXPANSION  
Wichita, Kansas

PARSONS STATE HOSPITAL AND TRAINING CENTER, MAINTENANCE CONTRACT  
Parsons, Kansas

GREATER WICHITA YMCA, CENTRAL YMCA  
Wichita, Kansas

GREATER WICHITA YMCA, SOUTH YMCA EXPANSION  
Wichita, Kansas

SHEARS TECHNOLOGY CENTER, HUTCHINSON COMMUNITY COLLEGE  
Hutchinson, Kansas

HESSTON MENNONITE CHURCH  
Hesston, Kansas

METROPOLITAN BAPTIST CHURCH RENOVATIONS  
Wichita, Kansas

## **PUBLICATION OF PROFESSIONAL PROJECTS**

### **INTERNATIONAL PUBLICATIONS**

INTERNATIONAL NEW ARCHITECTURE  
Kikoski, Andre, Ed. et al. "Kirkpatrick Oil Hennessey." *International New Architecture* June 2012: 76-85. Print

HINGE MAGAZINE  
Saywell, James. "Precision, Kirkpatrick Oil Hennessey." *Hinge* July 2012: 56-61. Print

SPACE 2: WORKSPACE  
Lam George. "Space 2: Workspace." DesignMedia Publishing Limited. 2013. Print

### **NATIONAL PUBLICATIONS**

ARCHITECTURAL RECORD  
Broome, Beth. "Kirkpatrick Oil Field Office." *Architectural Record* May 2012: 55-58. Print.

ARCHITECTURAL RECORD  
Broome, Beth. "A White Knight in the Land of Black Gold." *Architectural Record* May 2012: 132. Print.

SWEETS NEWS AND PRODUCTS  
Orrell, Rita Catinella. "Snap Back." *Snap: Sweets News and Products* May / June 2009: 17. Print.

INTERIOR DESIGN  
Barrenesche, Raul, "Needs No Preamble." *Interior Design* February 2009: 128-135. Print.

INTERIOR DESIGN  
Wilk, Deborah. "Best of Year: Educational." *Interior Design* December 2007: 112-115. Print.

#### TILT WALLISM: POTENTIAL OF TILT WALL

Brown, Jeffery. "Tiltwallism: Potential of Tilt Wall" Image Publishing Dist Ac, September 1, 2014. Print

#### REGIONAL PUBLICATIONS

##### TEXAS ARCHITECT

Brown, Jeffery. "Neglected Territory." *Texas Architect* January/February 2009: 74-78. Print.

##### TEXAS ARCHITECT

Brown, Jeffery. "Concrete Poetry." *Texas Architect* September/October 2009: 56-59. Print.

#### LOCAL PUBLICATIONS

##### THE OKLAHOMAN

K.S. McNutt. "Putting a new stamp on art museum, OSU's Postal Plaza Gallery functions as exhibit space, classroom for students" January 28, 2014. *The Oklahoman*. Print

##### THE OKLAHOMAN

K.S. McNutt. "Oklahoma State University art gallery is both public museum and student laboratory." January 28, 2014. *The Oklahoman*. Print

#### INTERNET PUBLICATIONS

##### ARCHITYPE

"OSU Postal Plaza Gallery" *Architype*. 15 May 2014. Web. 21 May 2014.

##### I LIKE ARCHITECTURE

Seller Alberto. "Chesapeake Building One by Elliott + Associates Architects." *iLIKEarchitecture*. 2015. Web. 25 May 2015.

##### ARCHDAILY

"Chesapeake Building One / Elliott + Associates Architects." 08 Apr 2014. *ArchDaily*. 25 May 2015.

##### ARCHDAILY

Furuto, Alison. "2012 AIA Central States Design Award Winners" 09 Oct 2012. *ArchDaily*. 25 May 2015.

##### ARCHITECTURAL RECORD

Broome, Beth. "Kirkpatrick Oil Field Office." May 2012. *Architectural Record*. 25 May 2015

##### ARCHITRAVEL

"Kirkpatrick Oil Hennessey." 14 June 2013. *ArchiTravel*. 25 May 2015

##### WORLD-ARCHITECTS REVIEW

Hill, John. "Kirkpatrick Oil Hennessey." 9 Sept. 2013. *American-Architects*. 25 May 2015

##### ARCHITIZER

"Kirkpatrick Oil Hennessey." 18 April 2013. *Architizer*. 25 May 2015

## AWARDS

### INTERNATIONAL AWARDS

CHICAGO ATHENAEUM  
2014 International Architecture Award  
Kirkpatrick Oil Hennessey

WORLD ARCHITECTURE FESTIVAL  
2014 Shortlisted Project  
OSU Postal Plaza Gallery, Stillwater, Oklahoma

WORLD INTERIOR NEWS  
2014 shortlisted Project  
OSU Postal Plaza Gallery, Stillwater, Oklahoma

ARCHITIZER A+ AWARD  
2014 Finalist  
OSU Postal Plaza Gallery, Stillwater, Oklahoma

CHICAGO ATHENAEUM  
2009 International Architecture Award  
ImageNet Consulting, Houston, Texas

CHICAGO ATHENAEUM  
2009 International Architecture Award  
Gaylord-Pickens Oklahoma Heritage Museum, Oklahoma City, Oklahoma

### NATIONAL AWARDS

CHICAGO ATHENAEUM  
2014 American Architecture Award  
Chesapeake Building One, Oklahoma City, Oklahoma

CHICAGO ATHENAEUM  
2014 American Architecture Award  
OSU Postal Plaza Gallery, Stillwater, Oklahoma

INTERIOR DESIGN  
2012 Best of Year, Office Category, 5,000 to 10,000 s.f.  
Kirkpatrick Oil Hennessey, Hennessey, Oklahoma

CHICAGO ATHENAEUM  
2012 American Architecture Award  
Kirkpatrick Oil Hennessey, Hennessey, Oklahoma

CHICAGO ATHENAEUM  
2012 American Architecture Award  
The Stuart Wing and Adkins Gallery Addition, Norman, Oklahoma

CHICAGO ATHENAEUM  
2008 American Architecture Award  
Gaylord-Pickens Oklahoma Heritage Museum Oklahoma City, Oklahoma

INTERIOR DESIGN

2007 Best of Year, Education Category  
Gaylord-Pickens Oklahoma Heritage Museum Oklahoma City, Oklahoma

REGIONAL AWARDS

AMERICAN INSTITUTE OF ARCHITECTS  
2012 Merit Award, Central States Region  
Kirkpatrick Oil Hennessey, Hennessey, Oklahoma

AMERICAN INSTITUTE OF ARCHITECTS  
2009 Merit Award, Central States Region  
Gaylord-Pickens Oklahoma Heritage Museum, Oklahoma City, Oklahoma

AMERICAN INSTITUTE OF ARCHITECTS  
2008 Merit Award, Central States Region  
ImageNet Houston, Houston, Texas

STATE / LOCAL AWARDS

AMERICAN INSTITUTE OF ARCHITECTS  
2014-2015 AIA Central Oklahoma Design Excellence Awards - Merit Award in Interiors  
OSU Postal Plaza Gallery

AMERICAN INSTITUTE OF ARCHITECTS  
2012 Architecture Honor Award, Central Oklahoma Chapter  
Kirkpatrick Oil District Office, Hennessey, Oklahoma

AMERICAN INSTITUTE OF ARCHITECTS  
2012 Interiors Honor Award, Central Oklahoma Chapter  
The Stuart Wing and Adkins Gallery Addition Fred Jones Jr. Museum of Art, Norman, Oklahoma

AMERICAN INSTITUTE OF ARCHITECTS  
2011 Honor Award, Oklahoma Chapter  
Kirkpatrick Oil District Office, Hennessey, Oklahoma

AIA CENTRAL OKLAHOMA DESIGN AWARDS  
2010 Merit Award, Central Oklahoma Chapter  
Gaylord Pickens Oklahoma Heritage Museum, Oklahoma City, Oklahoma

TEXAS SOCIETY OF ARCHITECTS  
2009 Design Award  
ImageNet Houston, Houston, Texas

DOWNTOWN OKC, INC.  
2009 Neal Horton Award  
Oklahoma Heritage Association, Oklahoma City, Oklahoma

AMERICAN INSTITUTE OF ARCHITECTS  
2009 Honor Award, Central Oklahoma Chapter  
Gaylord-Pickens Oklahoma Heritage Museum, Oklahoma City, Oklahoma

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

2008 APEX Award

ImageNet Houston, Houston, Texas

AMERICAN INSTITUTE OF ARCHITECTS

2003 Design Award, Wichita Chapter

Wichita YMCA, North Branch and Koch Aquatic Center, Wichita, KS

AMERICAN INSTITUTE OF ARCHITECTS

1997 Detail Award, Kansas Chapter

Kansas Technology Center, Pittsburg State University, Pittsburg, Kansas

## **HONORS**

DEANS HONOR ROLL

OKLAHOMA STATE UNIVERSITY SCHOOL OF ARCHITECTURE

1989 Alumni Book Award

Outstanding Design Student

OKLAHOMA STATE UNIVERSITY SCHOOL OF ARCHITECTURE

1989 Outstanding Sketchbook Award

OKLAHOMA SUMMER ARTS INSTITUTE

1988 Accepted through competitive audition in art

## **COMMUNITY SERVICE**

AIA Southern Arizona 2013 Award jury, June 2013

Autism Oklahoma Creative Committee

Oklahoma Statewide Autism Conference work group

Edmond Family Center for Autism Leadership Committee

Edmond Public Schools Autism Committee

YMCA 10 and under Assistant Soccer Coach, fall 2013

## **REFERENCES**

References are available upon request.

**City Commission Meeting**

**8.1.**

**Meeting Date:** 06/20/2017

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

---

**SUBJECT:**

**CONSIDER A RESOLUTION AMENDING THE 2016-2017 GENERAL FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS TO INCREASE IN THE 2016-2017 APPROPRIATED AMOUNTS FOR THE GENERAL FUND SALES TAX TRANSFERS DEPARTMENT, IN THE AMOUNT OF \$2,084,315.00.**

**BACKGROUND:**

In August 2016, a vote of the people passed a new 3/4 cent sales tax to fund the Kaw Lake Program. Collection of the new tax started in January 2017 and was remitted to the City of Enid for the months of March through June 2017. At the time the 2016-2017 City of Enid budget was adopted, the Kaw Lake sales tax was not included. This appropriation will allow funds received for the 3/4 cent Kaw Lake sales tax in the amount of \$2,084,315.00 to be transferred to the Enid Municipal Authority as required.

**RECOMMENDATION:**

Approve resolution.

**PRESENTER:**

Erin Crawford, Chief Financial Officer

---

**Fiscal Impact**

**Budgeted Y/N:** N  
**Amount:** \$2,084,315.00  
**Funding Source:**  
General Fund Sales Tax Revenue

---

**Attachments**

Resolution

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RESOLUTION

A RESOLUTION AMENDING THE 2016-2017 GENERAL FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$2,084,315.00 TO INCREASE THE 2016-2017 APPROPRIATED AMOUNTS FOR THE GENERAL FUND SALES TAX TRANSFERS DEPARTMENT.

WHEREAS, in August 2016 a new  $\frac{3}{4}$  cent sales tax was passed by vote of the people for the purpose of funding water infrastructure improvements and Kaw Lake Program; and

WHEREAS, the appropriated amounts for the 2016-2017 General Fund Sales Tax Transfers Department in the General Fund must be increased by an additional \$2,084,315.00 to transfer the sales tax to the Enid Municipal Authority; and

WHEREAS, sales tax funds collected during the 2016-2017 fiscal year and are available to be transferred from the General Fund to the Enid Municipal Authority;

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 GENERAL FUND GENERAL FUND SALES TAX TRANSFER DEPARTMENT:

FUND 10 GENERAL FUND	
Sales Tax Transfers Department	\$2,084,315.00

Adopted this 20th day of June 2017.

\_\_\_\_\_  
Mayor

(Seal)

ATTEST:

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

**City Commission Meeting**

**8.2.**

**Meeting Date:** 06/20/2017

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

---

**SUBJECT:**

**CONSIDER A RESOLUTION AMENDING THE 2016-2017 AIRPORT FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$100,000.00 TO INCREASE THE 2016-2017 APPROPRIATED AMOUNTS FOR THE AIRPORT DEPARTMENT.**

**BACKGROUND:**

The Enid Municipal Authority transferred funds to the Airport fund to pay the City's share of the runway 17/35 extension at Woodring Regional Airport in September 2014. The runway 17/35 extension has been completed and all grant funds received with excess funds of \$100,000.00 available to transfer back to the Enid Municipal Authority.

**RECOMMENDATION:**

Approve resolution and authorize transfer of \$100,000.00 to the Enid Municipal Authority.

**PRESENTER:**

Erin Crawford, Chief Financial Officer

---

**Fiscal Impact**

**Budgeted Y/N:** N  
**Amount:** \$100,000.00  
**Funding Source:**  
Airport Fund Balance

---

**Attachments**

Resolution

---

RESOLUTION

A RESOLUTION AMENDING THE 2016-2017 AIRPORT FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$100,000.00 TO INCREASE THE 2016-2017 APPROPRIATED AMOUNTS FOR THE AIRPORT DEPARTMENT.

WHEREAS, the appropriated amounts for the 2016-2017 Airport Fund must be increased by \$100,000.00 to transfer excess funds from the City's share of the runway 17/35 extension at Woodring Regional Airport; and

WHEREAS, funds will be transferred from the Airport Fund Airport Department to the Enid Municipal Authority;

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 AIRPORT FUND AIRPORT DEPARTMENT:

FUND 20 AIRPORT	
Airport Department	\$100,000.00

Adopted this 20th day of June 2017.

\_\_\_\_\_  
Mayor

(Seal)

ATTEST:

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

**City Commission Meeting**

**8.3.**

**Meeting Date:** 06/20/2017

**Submitted By:** Audrey Randall, Executive Assitant

---

**SUBJECT:**

**CONSIDER AN AGREEMENT WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE ROADWAY, TRAFFIC SIGNALS, AND TRAIL IMPROVEMENT PROJECT AT THE INTERSECTION OF CLEVELAND STREET AND CHESTNUT AVENUE, PROJECT NO. R-1311A, JP No. 17020(05); AND AUTHORIZE PAYMENT OF THE LOCAL SHARE OF THE PROJECT IN AN AMOUNT OF \$1,143,397.00.**

**BACKGROUND:**

In cooperation with ODOT, roadway and traffic signal improvements are scheduled at the intersection of Cleveland Street and Chestnut Avenue. These improvements will provide five (5) lanes, including turn lanes; a ten (10) foot trail on the north side of Chestnut Avenue, and on the west side of Cleveland Street, and a six (6) foot sidewalk on the south side of Chestnut Avenue. The project also includes improvements of traffic signals at the intersection.

The agreement requires the City to make a payment as follows, for the local share of the project:

Federal Share:	\$1,000,000.00
Local Share:	\$1,143,397.00
Total Project Cost:	\$2,143,397.00

Upon approval of the agreement, the City of Enid will provide the payment of the local share of the project and ODOT will schedule bidding the project in October 2017.

**RECOMMENDATION:**

Approve agreement and authorize payment to ODOT.

**PRESENTER:**

Robert Hitt, P.E., City Engineer

---

**Fiscal Impact**

**Budgeted Y/N:** Y

**Amount:** \$1,143,397.00

**Funding Source:**

Capital Improvement Fund

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**Attachments**

Agreement

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**CONSTRUCTION FUNDING AGREEMENT  
 BETWEEN  
 THE CITY OF ENID  
 AND  
 THE OKLAHOMA DEPARTMENT OF TRANSPORTATION  
 FOR CONSTRUCTION SERVICES INVOLVING  
 INTERSECTION MODIFICATIONS AT CLEVELAND ST AND CHESNUT ST  
 CONSTRUCTION JP# 17020(05)**

This Project Agreement (“Agreement”) is made by and between the Oklahoma Department of Transportation, hereinafter referred to as the “Department,” and the City of ENID, hereinafter referred to as the “SPONSOR,” which may be referred to collectively as the “Parties,” for the following intents and purposes and subject to the following terms and conditions, to witness:

Project Type	Div	County	JP No	Project No.	Work Type	Description	Fiscal Year	Let Month	Federal Amt.	Total Amt.
CITY STREET	04	GARFIELD	17020(05)	STP - 224B (052) UR	INTERSECTION MOD. & TRAF. SIGNALS	ENID: CLEVELAND STREET AT CHESTNUT	2017	Oct-17	\$1,000,000	<b>\$2,143,397</b>

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

**WHEREAS**, the Department is charged under the laws of the State of Oklahoma with construction and maintenance of State Highways; and,

**WHEREAS**, the Department is, by terms of agreements with the Federal Highway Administration, responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

**WHEREAS**, the SPONSOR has been identified as the beneficiary and sub-recipient of such federally funded project; and,

**WHEREAS**, receipt of the benefits of this project will require that the SPONSOR assume certain financial responsibilities; and,

**WHEREAS**, the SPONSOR is a municipal corporation created and existing under the constitution and laws of the State of Oklahoma; and,

**WHEREAS**, the laws and constitution of the State of Oklahoma impose financial restrictions on the SPONSOR and its ability to ensure financial obligations; and,

**WHEREAS**, the Parties hereto recognize those financial limitations and agree that the financial obligations assumed by the SPONSOR, by the terms of this Agreement, are enforceable only to the extent as may be allowed by law or as may be determined by a court of competent jurisdiction; and,

**WHEREAS**, it is understood that, by virtue of the Article 10, Section 26 of the Oklahoma Constitution, the payment of SPONSOR funds in the future will be limited to appropriations and available funds in the then current SPONSOR fiscal year.

**NOW THEREFORE**, subject to the limitations hereinbefore described, the Department and the SPONSOR do agree as follows:

1. The SPONSOR requested that certain street improvements be approved by the Oklahoma Transportation Commission, as were previously programmed by the SPONSOR and **described as follows**:

Project Type	Div	County	JP No	Project No.	Work Type	Description	Fiscal Year	Let Month	Federal Amt.	Total Amt.
CITY STREET	04	GARFIELD	17020(05)	STP - 224B (052) UR	INTERSECTION MOD. & TRAF. SIGNALS	ENID: CLEVELAND STREET AT CHESTNUT	2017	Oct-17	\$1,000,000	<b>\$2,143,397</b>

2. The SPONSOR shall prepare, or cause to be prepared, plans for construction of this federal-aid project and agrees that all construction shall be in conformance with the furnished plans, which are incorporated with and made part of this Agreement.
3. The SPONSOR agrees that the furnished plans at the time of bidding, are at a minimum, in compliance with the current Oklahoma Department of Transportation Standard Specifications for Highway Construction.
4.
  - A. The SPONSOR shall be responsible for furnishing all right-of-way for this federal-aid project in compliance with all applicable laws, federal regulations, and guidelines established by the USDOT’s FHWA’s Office of Real Estate Services, including 42 USC, Chapter 61 (The Uniform Act) and 49 CFR Part 24, (Uniform Relocation Assistance and Real Property Acquisition For Federal and Federally Assisted Programs), as well as applicable State Statutes, Oklahoma Administrative Codes, and Department Policy; free and clear of all obstructions and encroachments; and that the SPONSOR shall, at its sole expense, maintain the project after construction.
  - B. The SPONSOR shall keep all permanent right-of-way shown on said plans free from any encroachment and take timely action to effect the removal of any encroachments upon notification by the Department, including all necessary legal action when required.
  - C. The SPONSOR shall acquire all right-of-way, if any, be responsible for the total costs for removing and relocating outdoor advertising signs and for the

relocation assistance payments to persons displaced by reason of the acquisition of right-of-way and be responsible for the removal or relocation of all utility lines on public or private rights-of-way to accommodate the construction of this project, and comply with these additional requirements:

1. Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.
  2. Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.
  3. Convey title to the State of Oklahoma on all tracts of land acquired in the name of the SPONSOR if the project is located on the State Highway System.
- D. If the acquisition of right-of-way for this project causes the displacement of any person, business or non-profit organization, the SPONSOR will provide and be responsible for the Relocation Assistance Program and for all cost associated with the relocation assistance payments. The Department will supply a list of approved service providers qualified to administer the Relocation Assistance Program. The SPONSOR agrees to employ a service provider from the approved list and comply with all applicable rules, regulations, statutes, policies and procedures of both the United States and the State of Oklahoma. Before any relocation assistance payments are made, (if applicable), all files with parcels requiring relocation shall be audited by the Department. The Department shall be notified in writing within seven (7) days of the date of the offer to the property owner on any parcel which will require relocation assistance. Written notifications of offers to acquire shall be addressed to Project Manager, Right-of-Way Division, Oklahoma Department of Transportation, 200 N. E. 21st Street, Oklahoma SPONSOR, Oklahoma 73105.
5. The SPONSOR agrees to the location of the subject project and agrees to adopt the final plans for said project as the official plans of the SPONSOR for the streets, boulevards, arterial highways and/or other improvements contained therein; and further, the SPONSOR affirmatively states that it has or shall fully and completely examine the plans and shall hereby warrant to the Department, the SPONSOR's complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.
  6. A. The SPONSOR certifies that the project design plans shall comply, and the Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 – 12213), 49 CFR Parts 27, 37 and 38 and 28 CFR parts 35 and 36. The SPONSOR shall be exclusively responsible for integrated ADA compliance planning for all SPONSOR streets, sidewalks and other facilities provided for public administration, use and accommodation, which is required of recipients

and sub-recipients by 49 CFR § 27.11. State highways continued through corporate limits of the SPONSOR shall be included in the SPONSOR's comprehensive compliance plans.

- B. The SPONSOR agrees to comply with the **The Americans with Disabilities Act Non-Discrimination Clause** which is incorporated into this agreement as the attached ADA Exhibit.
7. The Parties hereto agree to comply with all applicable laws and regulations meeting Environmental Protection Agency (EPA) requirements for pollution prevention, including discharges from storm water runoff on this project. The Department shall require the contractor who may be awarded the project to meet all Oklahoma Department of Environmental Quality (ODEQ) requirements for storm water runoff on this project. It is agreed that the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the Storm Water Management Plan (SWMP) sheet and appropriate U.S. Geological Survey (USGS) topographic map contained in the plans constitute the SWMP for the project described previously in this document. Further, if required, the Department shall require the contractor to file a Notice of Intent (NOI) for storm water discharges associated with construction activity under the Oklahoma Pollutant Discharges Elimination System (OPDES) General Permit with ODEQ, which authorizes the storm water discharges associated with construction activity from the construction site, and to develop, if required, a Storm Water Pollution Prevention Plan (SWPPP).
8. The SPONSOR agrees that prior to the Department's advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:
- A. Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and SPONSOR owned property when required, and other rights-of-way shown on said plans.
- B. Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations.
- C. The SPONSOR shall further remove or remediate any existing environmental contamination of soil and water from any source, known or unknown. The SPONSOR's responsibility for environmental cleanup will be a continuing responsibility to remediate any and all known and unknown environmental damage throughout the duration of this contract with the Department in compliance with State and federal regulations.
- D. To prohibit parking on that portion of the project within the corporate limits of the SPONSOR, except as may be indicated in the plans or hereafter approved by agreement with the Department. The SPONSOR further agrees not to

install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).

- E. Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.
  - F. Maintain all right of way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.
  - G. The SPONSOR shall have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes. Prior written approval by the Chief, Right-of-Way Division for the Department shall be required before any sale is made.
9. The SPONSOR further agrees and warrants to the Department that, subsequent to the construction of said project, the SPONSOR will:
- A. Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and subject to agreement of the Department:
    - 1) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be removed by the SPONSOR to any other point other than that which is approved by the Department prior to such removal.
    - 2) In the event there is no mutually agreed location for the reinstallation, the SPONSOR will assume complete ownership of the equipment following removal if the installation is ten (10) years old or older. If the installation is less than ten (10) years old and:
      - a) In the event SPONSOR desires total ownership of the equipment, the SPONSOR shall reimburse the Department the original federal funding percentage share for the original equipment cost only, amortized for a ten (10) year service life, interest ignored, and assuming straight line depreciation.
      - b) In the event the SPONSOR does not desire total ownership of the equipment, the SPONSOR shall sell the equipment at public auction to the highest bidder. The SPONSOR shall reimburse the

Department the original federal funding percentage share of the proceeds of such sale.

- B. Subject to agreement with the Department, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and to make no changes in the provisions thereof without the approval of the Department. It shall be the responsibility of the SPONSOR to notify the Department of any changes necessary to ensure safety to the traveling public.
- C. Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to ensure proper drainage for road surfaces constructed under the terms of this Agreement.
- D. Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.
- E. Maintain all right-of-way areas adjacent to road surfaces, including erosion control and period mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.
- F. Make ample provision annually for proper maintenance of items heretofore delineated as the responsibility of the SPONSOR, including the provision of competent personnel and adequate equipment, and specifically, to provide all required special maintenance of the project during the critical period immediately following constructions.
- G. Keep all permanent right-of-way shown on said plans free from any encroachment and take immediate action to effect the removal of any encroachments upon notification by the Department.
- H. For any portion of the project encompassed under this agreement that is part of the State Highway System, the SPONSOR shall maintain all that part of said project within the corporate limits of the SPONSOR between the gutter lines and the right-of- way lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including storm sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. Supp. 1994 §901 and all other applicable law.
- I. On limited access highways where county roads or SPONSOR streets extend over or under the highway or public roads are constructed on state rights-of-way but there is no immediate ingress and egress from the highway, responsibility shall be as follows:

- (1) The public roads as defined in OAC 730:35-1-2 shall be maintained by the SPONSOR or county and shall be included in their roadway mileage inventory.
  - (2) Where county roads or SPONSOR streets extend over the highway, the roadway, approaches and bridge surfaces, including the deck, shall be maintained by the SPONSOR or county. The approach guardrail, bridge structure, and highest clearance posting on the structure shall be maintained by the Department.
  - (3) Where county roads or SPONSOR streets extend under the highway, the roadway approaches and advance signing shall be maintained by the SPONSOR or county. The Department shall maintain the approach guardrail, bridge structure and surface, and the height clearance posting on the structure.
10. The SPONSOR further agrees and warrants to the Department concerning any sign and highway facility lighting included as part of this project:
- A. The SPONSOR will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.
  - B. Upon completion of the construction of said project, the SPONSOR will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.
  - C. It is specifically understood and agreed that the highway lighting and sign lighting facilities specified hereunder shall be continuously operated during the hours of darkness, between sunset and sunrise, and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the Department and the SPONSOR.
  - D. The SPONSOR agrees to provide, on a periodic schedule, an inspection, cleaning and re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
  - E. In the event that the highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be removed by the SPONSOR to any point other than which is approved by the Department prior to such removal.
  - F. In the event there is no mutually agreed location for reinstallation, the SPONSOR will assume complete ownership of the equipment following

removal if the installation is twenty (20) years old or older. If the installation is less than twenty years old and:

- 1) In the event the SPONSOR desires total ownership of the equipment, the SPONSOR shall reimburse the Department the original federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
  - 2) In the event the SPONSOR does not desire total ownership of the equipment, the SPONSOR shall sell the equipment at public auction to the highest bidder. The SPONSOR shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
11. The SPONSOR agrees, affirms and warrants to the Department that the SPONSOR will be responsible, during the period of construction, for any repairs or maintenance to the approved detour route or any other street which may be required as a result of additional traffic.
  12. The SPONSOR agrees to comply with Title VI of the Civil Rights Act of 1964, 78 O.S. § 252.42, 42 U.S.C. §§ 200d et seq., and all requirements imposed by or pursuant to 49 CFR, Part 21, "Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964."
  13. The SPONSOR agrees that it will, by resolution, duly authorize the execution of this Agreement by the proper officials and attach copies of such resolution to this Agreement.
  14. To the extent permitted by the *Oklahoma Governmental Tort Claims Act*, Title 51 Oklahoma Statutes, Sections 151 *et seq.* and by Oklahoma Constitution Article 10, section 26 and as otherwise permitted by law, the SPONSOR shall indemnify and save harmless the Department, its officers and employees, and shall process and defend at its own expense all claims, demands, or suits whether in law or equity brought against the SPONSOR or the Department arising from the SPONSOR's execution, performance, or failure to perform, and provisions of this agreement or alleged negligence in the location, design, construction, operation, or maintenance of a portion of the SPONSOR Street System within the corporate limits of the SPONSOR. Provided, nothing herein shall require the SPONSOR to reimburse the Department for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Department. When any alleged act, omission, negligence, or misconduct may be subject to the limitations, exemptions, or defenses which may be raised under the *Oklahoma Governmental Tort Claims Act*, 51 O.S. § 151 et seq., all such limitations, exemptions, and defenses shall be available to and may be asserted by SPONSOR. No liability shall attach to the Department except as expressly provided herein.

15. Based on an estimated total construction cost including construction inspection cost of Two-Million-One-Hundred-Forty-Three-Thousand-Three-Hundred-Ninety-Seven Dollars (\$2,143,397.00), it is agreed the project referenced above will be financed as follows:
- Federal STP funds shall be used to finance a capped amount of the federally participating construction costs of One-Million-Dollars (\$1,000,000.00).
  - SPONSOR funds provided by the SPONSOR shall be provided to finance the balance of the eligible participating project construction costs, estimated at One-Million-One-Hundred-Forty-Three-Thousand-Three-Hundred-Ninety-Seven-Dollars(\$1,143,397.00). The SPONSOR shall also provide 100% of any federally non-participating costs, estimated at Zero-Dollars (\$0.00). Total SPONSOR funds are currently estimated at One-Million-One-Hundred-Forty-Three-Thousand-Three-Hundred-Ninety-Seven-Dollars (\$1,143,397.00). The estimated SPONSOR funds shall be placed on deposit with the DEPARTMENT upon execution of this agreement and receipt of the Department's invoice, prior to advertising the project for bid.
16. A. It is understood by the SPONSOR and the Department that the funding participation stipulated herein may be altered due to bid prices, construction supervision costs and federally non-participating costs incurred during construction.
- B. The DEPARTMENT, using its own forces or the services of others, will supervise and inspect all work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved PS&E. Actual supervision and inspection costs shall be charged to the project and financed as described in PARAGRAPH 15 of this agreement.
- C. The SPONSOR will be responsible for payment of estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the amount of federal funds and the amount previously deposited by the SPONSOR will be deducted from the total cost and a refund will be made by the Department to the SPONSOR or additional funding will be requested from the SPONSOR. The SPONSOR agrees to make arrangements for payment of any Department invoice within 45 days of receipt.
17. It is understood by the SPONSOR that only those DEPARTMENT administered funding sources specified in Paragraph 15 of this agreement shall be made available for the financing of this project. All other costs are the responsibility of the SPONSOR. No STATE funds are allocated to this project.
18. Upon approval of this Agreement and the plans, specifications and estimates by the SPONSOR, Department and the Federal Highway Administration, if applicable, the

Department shall agree to advertise and let the contract for this project in the usual and customary legal manner. It is agreed that the project herein described is proposed to be financed as previously set forth, and that this Agreement, all plans, specifications, estimates of costs, acceptance of work, payments and procedures in general hereunder are subject in all things at all times to all federal laws, regulations, orders and approvals as may be applicable hereto.

19. The Department agrees to construct said project in strict accordance with the plans furnished and approved by the SPONSOR, provided that upon consultation with and agreement by the SPONSOR, the Department shall have the right to make such changes in the plans and specifications as are necessary for the proper construction of the project. The Department shall provide competent supervision at all times that the work is in progress. The SPONSOR shall have inspectors on the project site as the SPONSOR determines necessary to ensure construction of the project to the satisfaction of the SPONSOR and shall have representatives available for consultation with the Department representatives to cooperate fully to the end of obtaining work strictly in accordance with the SPONSOR's approved plans and specifications.
20. The SPONSOR agrees that it will intervene as a party defendant in all actions where a contractor may allege delay due to failure of the SPONSOR to accomplish timely utility relocations, site conditions which are not represented on the plans or plan errors which impact on project constructability, whether in the District Court or in an alternative dispute resolution forum, will defend all such actions and will pay all damages relating to delay as may be assessed by such court or alternative dispute resolution forum against the SPONSOR for its adjudged failure.
21. Failure by the SPONSOR to fulfill its responsibilities under this Agreement will disqualify the SPONSOR from future participation in any Federal-aid project. Federal funds are to be withheld until such time as the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.
22. It is further specifically agreed between the SPONSOR and the Department that the project will be built in accordance with the plans and specifications, and upon final acceptance by the SPONSOR and the Department of this project, the SPONSOR does hereby accept full, complete and total responsibility for maintenance of this project as provided in this Agreement. The SPONSOR does not waive any rights against any contractor(s) with respects to defects, hidden or otherwise, in materials or workmanship. The SPONSOR does not, pursuant to this provision or any other provision in this Agreement, waive its sovereign immunity or any exemption from, exception to or limitation of liability as provided in the Governmental Tort Claims Act.
23. The Secretary of the Department may terminate this Agreement in whole or, from time to time, in part whenever:

- A. The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- B. The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- C. The contractor is prevented from proceeding with the work by reason of a preliminary, special or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- D. The Secretary determines that such termination is in the best interest of the State.

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**IN WITNESS WHEREOF**, the Deputy Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Deputy Director of the Department of Transportation and the SPONSOR has executed same pursuant to authority prescribed by law for the SPONSOR.

The SPONSOR, on this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_, and the Department on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The City of Enid,  
an Oklahoma Municipal Corporation

\_\_\_\_\_  
Mayor

(SEAL)

ATTEST:

APPROVED AS TO FORM AND LEGALITY

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

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

STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

\_\_\_\_\_  
Local Government Division Manager

\_\_\_\_\_  
Director of Capital Programs

APPROVED AS TO FORM  
AND LEGALITY

APPROVED

\_\_\_\_\_  
General Counsel

\_\_\_\_\_  
Deputy Director

**City Commission Meeting**

**8.4.**

**Meeting Date:** 06/20/2017

**Submitted By:** Audrey Randall, Executive Assitant

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**SUBJECT:**

**CONSIDER A VARIANCE TO ALLOW FOR AN 8-INCH WATER LINE EXTENSION FOR WARREN POWER & MACHINERY, INC. OF MIDLAND, TEXAS ON NORTH STATE HIGHWAY US 81, PROJECT NO. W-1713A.**

**BACKGROUND:**

Warren Power and Machinery is desiring water service for their facility at 5702 North U.S. Highway 81. To provide this service, Warren Power and Machinery has proposed extending an 8" water line approximately 2,500 foot on North U.S. 81 north of Phillips Avenue. Additionally, the owner has expressed an interest in taking advantage of the City of Enid's Capital Recovery program. City Ordinance 10-4-4-B-5. sets out the minimum size water line for Capital Recovery at 10 inches. The proposed 8" line is sized to serve the 6 developed and 3 undeveloped tracks along this area of U.S. Highway 81.

This item is presented to consider a variance allowing for a smaller 8" water line in place of the required 10" water line to be covered by Capital Recovery. Estimated cost for the 8" line extension is \$304,921.79 with up \$265,281.09 being considered for recovery from future users of the water line.

**RECOMMENDATION:**

Consider variance.

**PRESENTER:**

Robert Hitt, P.E., City Engineer

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**Attachments**

Variance Letter

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BRUEGGEMANN HOLTZEN ENGINEERING, P.C.  
302 N. INDEPENDENCE SUITE 1100, ENID, OK 73701  
Oklahoma C.A.# 7050, Expires 6/30/2018  
P. (580).233.8533, www.BHEngineeringpc.com

April 26, 2017

City of Enid  
401 W. Owen K. Garriott Rd.  
Enid, OK 73701

RE: Variance for 8-inch water line for Warren CAT Water Line Extension W-1713

Warren CAT is petitioning the City Council for a variance to the following provision of the Ordinances of the City of Enid:

Ordinance 12-8-6 Water Distribution Construction Plans; Section D.16:

All water line extensions shall be in accordance with the most current master water plan. Water lines shall be sized at a minimum of sixteen inches (16") for section line roads; etc....

The proposed Water line construction is located in the in the SW/4 of Section 19, T23N, R6W, I.M. or the Right-of-way west of the west HWY 81 service road, 57' south from the Section line at Phillips Road and 2,568' north of Phillips Road.

Reason for desiring approval of the Variance area as follows:

Warren CAT is proposing to construct a new water line to service its facility at 5702 N. HYW 81. The proposed water line will connect to an existing 10-inch water line south of Phillips Rd. The 8-inch line could serve the domestic needs of the potential (5) users which the proposed water line abuts. The Master Water Plan has does not include any expansion to the north.

  
Scott E. Holtzen (for Warren CAT)

4/26/17  
Date: \_\_\_\_\_

**City Commission Meeting**

**8.5.**

**Meeting Date:** 06/20/2017

**Submitted By:** William Gill, Asst City Attorney

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**SUBJECT:**

**APPROVE AND EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF ENID AND THE ENID/GARFIELD COUNTY FRATERNAL ORDER OF POLICE (FOP) LODGE #144.**

**BACKGROUND:**

The City Manager and his selected team began negotiating with the FOP Union in February, 2017. After months of negotiating, the parties have finalized a one-year collective bargaining agreement which is effective through June 30, 2018.

**RECOMMENDATION:**

Approve and execute agreement.

**PRESENTER:**

William H. Gill IV, Assistant City Attorney

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**Attachments**

FOP Agreement

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**City Commission Meeting**

**9.1.**

**Meeting Date:** 06/20/2017

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

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**SUBJECT:**

**CONSIDER RENEWING THE 2016-2017 AUDITING SERVICES WITH RSM US LLP IN THE AMOUNT OF \$94,500.00 TO COMPLETE FINANCIAL STATEMENT PREPARATION; THE INDEPENDENT AUDITOR'S REPORT ON THE FINANCIAL STATEMENT OF THE CITY OF ENID, OKLAHOMA, AND ITS RELATED AUTHORITIES; COMPLETE THE SINGLE-AUDIT COMPLIANCE AUDIT; AND THE STATE AUDITOR AND INSPECTOR FORM 2643.**

**BACKGROUND:**

The City of Enid solicited proposals for auditing services in 2012-2013 with a five year renewal option and selected Cole & Reed, P.C., which has subsequently been acquired by RSM US LLP, to complete the audit and independent auditor's report on the financial statement of the City and its related authorities. The City has the option to renew with RSM US LLP for on more year. RSM US LLP has proposed the a fee of \$94,500.00.

**RECOMMENDATION:**

Execute renewal of auditing and financial statement preparation services with RSM US LLP in the amount of \$95,400.00 and authorized the Mayor to sign all necessary contract documents.

**PRESENTER:**

Erin Crawford, Chief Financial Officer

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**Fiscal Impact**

**Budgeted Y/N:** Y  
**Amount:** \$94,500.00  
**Funding Source:**  
General Fund

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**Attachments**

Fee Proposal  
Arrangement Letter

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June 15, 2017

Ms. Erin Crawford, Chief Financial Officer  
City of Enid  
401 West Owen K Garriott Road  
Enid, Oklahoma 73702

**RSM US LLP**

531 Couch Drive  
Oklahoma City, Oklahoma

T +1 405 239 7961

F +1 405 235 0042

[www.rsmus.com](http://www.rsmus.com)

Dear Ms. Crawford:

Below is a recap of our proposed professional fees for FY 2017:

Financial Statement Audit	\$ 73,000	(including out-of-pocket expenses)
Single-Audit Compliance	\$ 6,000	\$3,000 per major program
Public-Transit Authority Examination	\$ 4,000	
SAI 2643 Report	\$ 1,000	
Financial statement preparation fee	\$ 10,000	
Total Engagement Fees	\$ 94,000	
5% Admin Fee on Services	\$ 4,700	
Total Fees	\$ 98,700	

Please let me know if you have any questions concerning this fee proposal. We look forward to working with you again.

RSM US LLP

Mike Gibson, Partner

**THE POWER OF BEING UNDERSTOOD**  
AUDIT | TAX | CONSULTING



June 5, 2017

City Council  
Mr. Jerald Gilbert, City Manager  
Ms. Erin Crawford, Chief Financial Officer  
401 West Owen K. Garriott Road  
City of Enid  
Enid, OK

RSM US LLP

531 Couch Drive  
Oklahoma City, Oklahoma

T +1 405 239 7961  
F +1 405 235 0042

[www.rsmus.com](http://www.rsmus.com)

Attention: Finance Committee

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

You have requested that we audit the financial statements of the City of Enid (the City), which comprise governmental activities, business-type activities, each major fund and aggregate remaining fund information as of and for the year ended June 30, 2017 which collectively comprise the basic financial statements. Our audit will also include required supplementary information and other supplementary information presented by the City. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

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

We will also perform the audit of the City as of June 30, 2017, so as to satisfy the audit requirements imposed by the Single Audit Act and the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* at 2 CFR 200 (Uniform Guidance).

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

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS); *Government Auditing Standards* issued by the Comptroller General of the United States; the provisions of the Single Audit Act; Subpart F of Title 2 U.S. CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*; and the U.S. Office of Management and Budget's (OMB) Compliance Supplement. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

**THE POWER OF BEING UNDERSTOOD**  
AUDIT | TAX | CONSULTING

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

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

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

The funds that you have told us are maintained by the City and that are to be included as part of our audit are listed here:

Governmental Funds include:

General Fund	Police Fund	Capital Improvements Fund
Special Projects	Water Assessment	Street and Alley
CDBG Fund	Paving Assessment Fund	Fire Fund
Park Board	911 Fund	Street Improvement Fund
Storm Water Fund	Debt Service Fund	Sanitary Sewer Fund
Water Capital Improvements Fund		Capital Projects Escrow
Enid Economic Development Authority		Vance Development Authority

Community Intervention Center

Enterprise Funds include:

Enid Municipal Authority  
Enid Event Center and Convention Hall  
Enid Public Transportation Authority  
Woodring Airport  
Meadowlake Golf Course

Other Fund Types – Court Bond Fund and CLEET Fund  
Internal Service Fund - Health Care Fund  
Fiduciary Fund – Defined Benefit Retirement Plan  
Fiduciary Fund – 401(k) Retirement Plan

City management will inform us of any new funds that have been created.

The City's blended component units whose financial statements you have told us are to be included as part of the City's financial statements are Enid Municipal Authority, Vance Development Authority, Enid Public Transportation Authority, and the Enid Economic Development Authority. The City has no discrete component units that are required to be included in the City's basic financial statements.

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

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

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

You will provide us with a preliminary schedule of expenditures of federal awards, covering Federal expenditures for the period from July 1, 2016 through June 30, 2017, by July 15, 2017. We will make our preliminary determination of major programs from this schedule. A final schedule of expenditures of federal awards will be provided to us by October 17, 2017.

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

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

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

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not evaluate subsequent events earlier than the date of the management representation letter referred to below
- c. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- d. For establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;

- e. For (a) making us aware of significant vendor relationships where the vendor is responsible for program compliance, (b) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings, and a corrective action plan, and (c) report distribution including submitting the reporting package(s); and
- f. To provide us with:
  - (1) Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
  - (2) Additional information that we may request from management for the purpose of the audit;
  - (3) Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;
  - (4) When applicable, a summary schedule of prior audit findings for inclusion in the single audit reporting package; and
  - (5) If applicable, responses to any findings reported on the schedule of findings and questioned costs.

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

- a. That management has fulfilled its responsibilities as set out in the terms of this letter; and
- b. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

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

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

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

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

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

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

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

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

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

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

The assistance to be supplied by City personnel will be discussed and coordinated with City management. The audit timeline and participation list will be discussed with and agreed to by Jerald Gilbert, City Manager, and Erin Crawford, Chief Financial Officer. The timely and accurate completion of this work is an essential condition to completion of the audit and issuance of our audit report by December 31, 2017.

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

knowledge, or experience and that the individual understands the financial statement preparation services to be performed sufficiently to oversee them. Accordingly, the management of the City agrees to the following:

1. The City has designated Erin Crawford, a senior member of management, who possesses suitable skill, knowledge, and experience to oversee the services.
2. Erin Crawford, will assume all management responsibilities for subject matter and scope of the financial statements.
3. The City will evaluate the adequacy and results of the services performed.
4. The City accepts responsibility for the results and ultimate use of the services.

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

#### **Other Relevant Information**

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

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

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

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

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

Our fees are based on the time required by the individuals assigned to the engagement, plus direct expenses including report processing, travel, meals, and fees for services from other professionals, as well as a charge of 5 percent of fees for all other expenses, including indirect administrative expenses such as technology, research and library databases, communications, photocopying, postage and clerical assistance.

If any of the aforementioned criteria are not met, then fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred. Our fee for the services described in this letter will be as follows:

- Financial statement preparation and audit        \$ 83,000
- Uniform Guidance compliance audit        \$ 3,000 per Major Program

Our fees for the services described in this letter will not exceed the amount listed above, unless any of the aforementioned criteria are not met, in which case we will discuss the situation with you before proceeding. The professional fees for the Federal program compliance audit in accordance with Uniform Guidance is dependent upon the number of programs that are required to be audited in accordance with Uniform Guidance. We will provide you with the initial estimate upon receipt of the preliminary Schedule of Expenditures of Federal Awards, and the final amount upon receipt of the final schedule. Other factors that could cause an adjustment to the professional fees include new funds or component units not previously communicated to us, changes in laws and regulations, accounting principles, auditing standards, and other matters that increase the amount of work required to complete the audit. All other provisions of this letter will survive any fee adjustment.

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

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

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

**Claim Resolution**

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

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

### **Reporting**

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

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

- A report on the fairness of the presentation of the City's schedule of expenditures of federal awards for the year ending June 30, 2017.
- Reports on internal control related to the financial statements, and major programs. These reports will describe the scope of testing of internal control and the results of our tests of internal controls.
- Reports on compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any noncompliance which could have a material effect on the financial statements and any noncompliance which could have a material effect, as defined by the Uniform Guidance, on each major program.
- An accompanying schedule of findings and questioned costs.

This letter constitutes the complete and exclusive statement of agreement between RSM US LLP and the City of Enid, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

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

RSM US LLP

A handwritten signature in black ink, appearing to read "Mike Gibson", with a long horizontal line extending to the right.

Mike Gibson, Partner

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

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Mayor

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

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City Manager

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Chief Financial Officer

**City Commission Meeting**

**9.2.**

**Meeting Date:** 06/20/2017

**Submitted By:** Audrey Randall, Executive Assitant

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**SUBJECT:**

**AWARD A CONTRACT TO R&B FENCE, OF TULSA, OKLAHOMA, FOR THE SOFTBALL FIELDS AT CROSSLIN PARK, PHASE 1 (FENCE), PROJECT NO. M-1701A, IN THE AMOUNT OF \$53,895.00; AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS AFTER REVIEW BY THE CITY ATTORNEY.**

**BACKGROUND:**

Phase I consists of constructing two of four planned softball fields as part of in Crosslin Park. This project will execute the installation of chain link fence around the fields with 1,030 LF of 6', 475 LF of 10', and 134 LF of 20' high chain link fence.

<i>Engineer's Estimate</i>	\$70,069.50
R&B Fence Base Bid 1	\$53,895.00

One responsive bid was received from R & B Fence for Base Bid 1 in the amount of \$53,895.00.

**RECOMMENDATION:**

Award contract to R & B Fence for base bid in the amount of \$53,895.00.

**PRESENTER:**

Murali Katta P.E., Project Engineer

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**Fiscal Impact**

**Budgeted Y/N:** Y

**Amount:** \$53,895.00

**Funding Source:**

Capital Improvement Fund

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**Attachments**

Canvass of Bids

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FROM: Ashley Keim  
DATE: June 9, 2017

PAGE 1 OF 2

CANVASS OF BIDS  
for  
**Softball Fields @ Crosslin Park, Phase 1 (Fence)**  
**Project Number M-1701A**

<u>FIRM NAME AND ADDRESS</u>	<u>PRODUCT/SERVICE BID</u>	<u>PRICE</u>
<b>R &amp; B Fence</b> <b>1623 E. Apache</b> <b>Tulsa, OK 74106</b>	<b>Base Bid</b>	<b>\$ 53,895.00</b>

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

DEVIATIONS: **Met the Specifications.**

RECOMMENDATION: Award contract to R & B Fence., for Base Bid, in the amount of \$ 53,895.00.

**City Commission Meeting**

**9.3.**

**Meeting Date:** 06/20/2017

**Submitted By:** Audrey Randall, Executive Assitant

**SUBJECT:**

**AWARD A CONTRACT TO KC ELECTRIC CO., OF ENID, OKLAHOMA, FOR THE SOFTBALL FIELDS AT CROSSLIN PARK, PHASE 1 (LIGHTING), PROJECT NO. M-1701B, IN THE AMOUNT OF \$142,391.83 AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS AFTER REVIEW BY THE CITY ATTORNEY.**

**BACKGROUND:**

Phase I consists of constructing two of four planned softball fields in Crosslin Park. This project executes material and installation of lighting system to the two fields.

Four responsive bids were received shown low to high:

KC Electric Co.	\$142,397.83
Electrical Express, LLC	\$145,595.00
Dane & Associates Electric Company	\$175,700.00
Luckinbill, Inc.	\$229,000.00
<i>Engineer's Estimate:</i>	<i>\$207,000.00</i>

KC Electric Co. submitted the lowest, responsible bid for Base Bid 1 in the amount of \$142,391.83.

**RECOMMENDATION:**

Award contract to KC Electric Co. for base bid in the amount of \$142,391.83.

**PRESENTER:**

Murali Katta P.E., Project Engineer

**Fiscal Impact**

**Budgeted Y/N:** Y

**Amount:** \$142,391.83

**Funding Source:**

Capital Improvement Fund

**Attachments**

Canvas of Bids

FROM: Ashley Keim  
DATE: June 16, 2017

PAGE 1 OF 1

CANVASS OF BIDS  
for  
**Softball Fields @ Crosslin Park, Phase 1 (Lighting)**  
**Project Number M-1701B**

<u>FIRM NAME AND ADDRESS</u>	<u>PRODUCT/SERVICE BID</u>	<u>PRICE</u>
KC Electric Co. 4300 S Van Buren Enid, OK 73703	Base Bid	\$ 142,391.83

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

DEVIATIONS: **Met the Specifications.**

Electrical Express, LLC 2277 Vellano Lane Edmond, OK 73034	Base Bid	\$ 145,595.00
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Bid meets or exceeds all major specifications:  X  YES   NO  
Bid meets or exceeds all minor specifications:  X  YES   NO

DEVIATIONS: **Met the Specifications.**

Dane & Associate Electric Company 4721 SW 18 <sup>th</sup> St. Oklahoma City, OK 73128	Base Bid	\$ 175,700.00
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Bid meets or exceeds all major specifications:  X  YES   NO  
Bid meets or exceeds all minor specifications:  X  YES   NO

DEVIATIONS: **Met the Specifications.**

Luckinbill, Inc. P.O. Box 186 Enid, OK 73702	Base Bid	\$ 229,000.00
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Bid meets or exceeds all major specifications:  X  YES   NO  
Bid meets or exceeds all minor specifications:  X  YES   NO

DEVIATIONS: **Met the Specifications.**

RECOMMENDATION: Award contract to KC Electric Co., for Base Bid, in the amount of \$ 142,391.83.

**City Commission Meeting**

**9.4.**

**Meeting Date:** 06/20/2017

**Submitted By:** Audrey Randall, Executive Assitant

**SUBJECT:**

**AWARD A CONTRACT TO HENSON CONSTRUCTION CO., OF ENID, OKLAHOMA, FOR TRAILHEAD – DON HASKINS PARK, PROJECT NO. P-1601A, IN THE AMOUNT OF \$242,000.00, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS AFTER REVIEW BY THE CITY ATTORNEY.**

**BACKGROUND:**

This project consists of a trail head at Don Haskins park which includes the construction of a men’s and women’s restrooms.

The project is funded through the Oklahoma Tourism and Recreation Department. The grant amount is \$200,000.00 with matching funds of 80-20%. The project was designed and bid to host both men’s and women’s restrooms and a covered patio. The covered patio was bid as a deduct Alternate bid item. The award of the base bid will include the covered patio.

Two responsive bids were received, base bid and alternate item shown below:

	<b>Base Bid 1 (Lump Sum)</b>	<b>Alt #1 (Deduct)</b>
Henson Construction	\$242,000.00	(\$35,000.00)
C4L, LLC	\$273,653.00	(\$60,209.00)

Henson Construction submitted the lowest, responsible bid for Base Bid 1 Lump Sum in the amount of \$242,000.00.

**RECOMMENDATION:**

Award contract to Henson Construction for base bid in the amount of \$242,000.00.

**PRESENTER:**

Murali Katta P.E., Project Engineer

**Fiscal Impact**

**Budgeted Y/N:** Y

**Amount:** \$242,000.00

**Funding Source:**

Capital Improvement Fund

**Attachments**

Canvass of Bids

FROM: Audrey Randall  
DATE: June 16, 2017

PAGE 1 OF 1

CANVASS OF BIDS  
for  
**Trailhead at Don Haskins Park: Restrooms**  
**Project Number P-1601A**

The project was designed and bid to host both men's and women's restrooms and a covered patio. The covered patio was bid as a deduct Alternate bid item. The award of the base bid will include the covered patio.

<u>FIRM NAME AND ADDRESS</u>	<u>PRODUCT/SERVICE BID</u>	<u>PRICE</u>
<b>Henson Construction Co.</b>	<b>Base Bid</b>	<b>\$ 242,000.00</b>
<b>2300 W. Oklahoma</b>	<b>Alt #1</b>	<b>(\$ 35,000.00)</b>
<b>Enid, OK 73702</b>		

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

DEVIATIONS: **Met the Specifications.**

<b>C4L LLC</b>	<b>Base Bid</b>	<b>\$ 273,653.00</b>
<b>P.O.Box 228</b>	<b>Alt #1</b>	<b>(\$ 60,209.00)</b>
<b>Edmond, OK 73003</b>		

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

DEVIATIONS: **Met the Specifications.**

RECOMMENDATION: Award contract to Henson Construction Co., for Base Bid in the amount of \$ 242,000.00.

**City Commission Meeting**

**9.5.**

**Meeting Date:** 06/20/2017

**Submitted By:** Audrey Randall, Executive Assitant

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**SUBJECT:**

**ACCEPT SIDEWALK AND UTILITY EASEMENT FROM ENID SCHOOL DISTRICT #57 OF GARFIELD COUNTY, OKLAHOMA, FOR THE 2017 ADA COMPLIANCE PROJECT AT ADAMS ELEMENTARY SCHOOL, PROJECT NO. M-1707.**

**BACKGROUND:**

This easement will enable the City of Enid to place accessible sidewalks in certain areas around Adams Elementary School and provide compliant accessible ramps. The easement donated to the City consists of a 25 by 30 foot triangle totaling 0.008 acres on the southeast corner of East Maple Avenue and North 23rd Street.

This easement was acquired at no cost to the City.

**RECOMMENDATION:**

Accept easement.

**PRESENTER:**

Robert Hitt, P.E., City Engineer

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**City Commission Meeting**

**9.6.**

**Meeting Date:** 06/20/2017

**Submitted By:** Audrey Randall, Executive Assitant

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**SUBJECT:**

**ACCEPT THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) PERMIT TO CONSTRUCT A SANITARY SEWER LINE FOR SPALDING GARDENS ADDITION, BLOCK 4, PROJECT NO. S-1711A.**

**BACKGROUND:**

ODEQ approved a permit to construct 130 linear feet of eight-inch PVC sanitary sewer line to serve Spalding Gardens Addition, Block 4 at the corner of Cambridge Avenue and North 5th Street, located in Garfield County, Oklahoma.

**RECOMMENDATION:**

Accept ODEQ Permit.

**PRESENTER:**

Robert Hitt, P.E., City Engineer

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**City Commission Meeting**

**9.7.**

**Meeting Date:** 06/20/2017

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

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**SUBJECT:**

**CONSIDERATION AND DENIAL OF TORT CLAIM OF LUKE YLITALO.**

**BACKGROUND:**

Luke YLitalo submitted a tort claim for a plumber's bill in the amount of one hundred seventy-three dollars (\$173.00). The claim alleged that on July 22, 2016, there was a blockage in the City's main that resulted in a sewer backup at the residence of 2912 Redbird Lane. The claimant called out a plumber to snake the sewer line not knowing the blockage was in the City's main sewer line. The City forwarded that claim to its insurer, Oklahoma Municipal Assurance Group (OMAG), which opened an investigation of the claim. A municipality may be liable only if it had prior notice of a defect or problem in the sewer line and failed to take appropriate remedial action within a reasonable time before the damage occurred. The City of Enid would not be liable for a plumber's bill incurred prior to the City of Enid being notified of a sewer problem. OMAG found no liability on the City's part and recommends that the City deny the claim.

**RECOMMENDATION:**

Deny tort claim.

**PRESENTER:**

Andrea L. Chism, City Attorney

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**City Commission Meeting**

**9.8.**

**Meeting Date:** 06/20/2017

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

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**SUBJECT:**

**CONSIDER AND EXECUTE A NOTICE OF TERMINATION OF CONTRACT BETWEEN THE CITY OF ENID AND HD MANNING DEVELOPMENT ENTERPRISES, LLC.**

**BACKGROUND:**

In November, 2016, the City of Enid entered into a real estate purchase agreement with HD Manning Development Enterprises, LLC. Pursuant to the agreement, should the City reasonably believe it will be unable to acquire the adjacent properties, the City may terminate the agreement.

**RECOMMENDATION:**

Approve and execute Notice of Termination.

**PRESENTER:**

Andrea L. Chism, City Attorney

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**Attachments**

Notice of Termination

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June 20, 2017

Mr. John H. Manning, Sr.  
HD Manning Development Enterprises, LLC  
1906 W Five Mile PKWY  
Dallas, TX 75224

Dear Mr. Manning,

Pursuant to Paragraph 8 of the Contract for Sale of Real Estate between the City of Enid, Oklahoma, and HD Manning Development Enterprises, LLC, the City of Enid hereby terminates said agreement, effective immediately.

Sincerely,

Tammy Wilson  
Mayor Pro Tem

**City Commission Meeting**

**9.9.**

**Meeting Date:** 06/20/2017

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**SUBJECT:**

**APPROVAL OF CLAIMS IN THE AMOUNT OF \$965,089.60.**

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**Attachments**

Claimslist

JP Morgan Claimslist

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## PURCHASE ORDER CLAIMS LIST

6/20/2017

**FUND 10****DEPT 000 - N.A.**

01-02082	AT&T MOBILITY	PO0142193	MONTHLY SERVICE 5/17	\$4,758.08
01-03030	OKLAHOMA UNIFORM BUILDING CODE COM	PO0142346	OUBCC FEES 5/17	\$992.00
01-03661	RK BLACK, INC.	PO0142290	MONTHLY SERVICE 6/17	\$96.62
01-05326	BURDICK, BRIAN	PO0142241	REFUND/CHAMPLIN POOL RESERVATION	\$150.00
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0142443	MONTHLY SERVICE 5/17	\$674.54
01-04687	EARNHEART OIL, INC.	PO0142284	DIESEL/ST	\$11,437.50
01-04687	EARNHEART OIL, INC.	PO0142411	UNLEADED/ST	\$12,099.24
01-15125	OK GAS & ELECTRIC	PO0142195	MONTHLY SERVICE 5/17	\$1,140.27
01-15125	OK GAS & ELECTRIC	PO0142196	MONTHLY SERVICE 5/17	\$71,616.68
01-15125	OK GAS & ELECTRIC	PO0142197	MONTHLY SERVICE 5/17	\$1,200.31
01-15125	OK GAS & ELECTRIC	PO0142232	MONTHLY SERVICE 5/17	\$580.03
01-15125	OK GAS & ELECTRIC	PO0142355	MONTHLY SERVICE 5/17	\$170.69
01-15125	OK GAS & ELECTRIC	PO0142441	MONTHLY SERVICE 5/17	\$2,584.13
01-15127	OK NATURAL GAS	PO0142234	MONTHLY SERVICE 5/17	\$920.80
01-15127	OK NATURAL GAS	PO0142354	MONTHLY SERVICE 5/17	\$220.10
01-16018	POSTMASTER	PO0142231	ANNUAL PO BOX FEE	\$496.00
01-19047	AT & T	PO0142199	MONTHLY SERVICE 6/17	\$1,695.02
01-67400	WESTEL	PO0142235	MONTHLY SERVICE 5/17	\$512.67
01-80343	FENTRESS OIL COMPANY, INC.	PO0142182	OIL/ST	\$1,982.91
01-80343	FENTRESS OIL COMPANY, INC.	PO0142181	OIL/ST	\$1,534.29
01-80343	FENTRESS OIL COMPANY, INC.	PO0142183	OIL/ST	\$1,000.69
<b>N.A. TOTAL</b>				<b>\$115,862.57</b>

**FUND 10****DEPT 100 - ADM. SERVICES**

01-01783	JP MORGAN CHASE	PO0142379	CHASE PAYMENT	\$70.81
01-03233	ENID A.M. AMBUCS	PO0142315	FLAG SUBSCRIPTION 2017	\$2,000.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0142414	WAREHOUSE PARTS 5/17	\$33.77
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0142194	JANITORIAL SERVICE 5/17	\$1,448.40
01-05258	AMERICAN SIGNAL CORP	PO0140381	SOLAR UPGRADE/STORM SIREN	\$1,595.00
<b>ADM. SERVICES TOTAL</b>				<b>\$5,147.98</b>

**FUND 10****DEPT 110 - HUMAN RESOURCES**

01-01783	JP MORGAN CHASE	PO0142379	CHASE PAYMENT	\$358.80
01-02082	AT&T MOBILITY	PO0142416	MONTHLY DATA PLAN 5/17	\$30.74
01-03053	NORTHWEST SHREDDERS, LLC	PO0142418	SECURITY CONSOLE 6/17	\$20.00
01-04239	PROMANTEK, INC	PO0142450	TRAKSTAR RENEWAL 7/1/17-7/1/18	\$5,814.00
01-16004	PDQ PRINTING	PO0142419	CONTACT INFO CARDS (100)	\$48.00
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0142420	DRUG SCREEN	\$50.00
<b>HUMAN RESOURCES TOTAL</b>				<b>\$6,321.54</b>

**FUND 10****DEPT 120 - LEGAL SVCS.**

01-01232	HERRING RUSSELL	PO0142296	WC/TRAVEL REIMB	\$333.50
01-01783	JP MORGAN CHASE	PO0142379	CHASE PAYMENT	\$933.66
01-02018	BASS BAPTIST HEALTH CENTER - DALLA	PO0142301	WC/MEDICAL	\$623.23
01-02131	LEXISNEXIS	PO0142343	PROFESSIONAL SERVICE 5/17	\$474.00
01-03022	CULLIGAN OF ENID	PO0142342	BOTTLED WATER	\$9.75
01-03053	NORTHWEST SHREDDERS, LLC	PO0142418	SECURITY CONSOLE 6/17	\$80.00
01-03701	TYLER TECHNOLOGIES, INC.	PO0142397	SUBSCRIPTION FEES 4/17	\$1,795.68
01-03921	EXPRESS SCRIPTS, INC.	PO0142294	WC/MEDICAL	\$816.49
01-03921	EXPRESS SCRIPTS, INC.	PO0142399	WC/MEDICAL	\$2,602.69
01-04020	PAIN MANAGEMENT OF TULSA	PO0142304	WC/MEDICAL	\$88.74
01-04563	XPRESS WELLNESS, LLC	PO0142305	WC/MEDICAL	\$530.91
01-05266	FIRSTCHOICE HEALTHCARE, P.C.	PO0142300	WC/MEDICAL	\$88.00
01-16145	PETTY CASH	PO0142442	REIMB/TRAVEL/OMCCA/N CHODRICK	\$95.65
01-16145	PETTY CASH	PO0142442	REIMB/TRAVEL/WC TRIAL/C STEIN	\$104.54
01-33380	OPFER, DAVID	PO0142174	WC/MEDICAL	\$317.36
01-33380	OPFER, DAVID	PO0142330	WC/MEDICAL	\$317.36
01-39700	GARFIELD CO. LEGAL NEWS	PO0142347	ANNUAL SUBSCRIPTION RENEWAL	\$45.00
<b>LEGAL SVCS. TOTAL</b>				<b>\$9,256.56</b>

<b>FUND 10</b>	<b>DEPT 140 - SAFETY</b>			
01-01163	ADVANCED WATER SOLUTIONS	PO0142201	WATER COOLER RENTAL 6/17	\$8.50
01-01783	JP MORGAN CHASE	PO0142379	CHASE PAYMENT	\$115.68
01-04865	ENTERO SERVICES, LLC	PO0142415	DRUG SCREEN	\$45.00
			<b>SAFETY TOTAL</b>	<b>\$169.18</b>

<b>FUND 10</b>	<b>DEPT 150 - PR/MARKETING</b>			
01-01163	ADVANCED WATER SOLUTIONS	PO0142217	WATER COOLER RENTAL 6/17	\$10.00
01-01586	DISH NETWORK	PO0142277	MONTHLY SERVICE 6/17	\$70.02
01-02421	SUDDENLINK	PO0142216	MONTHLY SERVICE 6/17	\$384.94
01-04116	DOWNTOWN THREADS	PO0142282	COE LOGO SHIRTS (6)	\$342.62
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0142194	JANITORIAL SERVICE 5/17	\$80.00
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0142221	COPIER USAGE 3/17-5/17	\$9.48
01-05321	LIVESTREAM, LLC	PO0142173	LIVESTREAM SERVICE 5/17-5/18	\$2,388.00
01-72920	EAGLE MARKETING, INC.	PO0142255	ADVERTISING	\$460.00
			<b>PR/MARKETING TOTAL</b>	<b>\$3,745.06</b>

<b>FUND 10</b>	<b>DEPT 200 - GENERAL GOVERNMENT</b>			
01-01195	NORTHWEST TROPHY & AWARDS, LLC	PO0142278	PLATE	\$7.00
01-01783	JP MORGAN CHASE	PO0142379	CHASE PAYMENT	\$1,037.93
01-02656	ROGGOW CONSULTING	PO0135964	CONSULTING SERVICES 6/17	\$4,000.00
01-05134	ENID NEWS & EAGLE	PO0142319	PUBLICATIONS	\$55.95
01-05134	ENID NEWS & EAGLE	PO0142320	PUBLICATIONS	\$468.28
01-05145	ENID METRO AR HM SER COMM	PO0136937	LOCAL PROGRAM FUNDING 6/17	\$3,090.43
01-16145	PETTY CASH	PO0142434	REIMB/FILING FEES	\$25.00
01-16145	PETTY CASH	PO0142440	REIMB/FILING FEES	\$82.00
01-16145	PETTY CASH	PO0142442	REIMB/TRAVEL/ICSC/G PANKONIN	\$135.15
01-16145	PETTY CASH	PO0142442	REIMB/TRAVEL/DC TRIP/G PANKONIN	\$148.73
01-39700	GARFIELD CO. LEGAL NEWS	PO0142326	PUBLICATIONS	\$57.75
01-42400	AT & T	PO0142266	MONTHLY SERVICE 6/17	\$481.34
01-58150	MCAFFEE & TAFT	PO0142350	PROFESSIONAL SERVICE	\$960.00
01-80352	STERLING CODIFIERS, INC.	PO0142321	SUPPLEMENT 7	\$195.00
			<b>GENERAL GOVERNMENT TOTAL</b>	<b>\$10,744.56</b>

<b>FUND 10</b>	<b>DEPT 210 - ACCOUNTING</b>			
01-01163	ADVANCED WATER SOLUTIONS	PO0142201	WATER COOLER RENTAL 6/17	\$43.50
01-01783	JP MORGAN CHASE	PO0142379	CHASE PAYMENT	\$709.34
01-03053	NORTHWEST SHREDDERS, LLC	PO0142418	SECURITY CONSOLE 6/17	\$20.00
			<b>ACCOUNTING TOTAL</b>	<b>\$772.84</b>

<b>FUND 10</b>	<b>DEPT 220 - RECORDS &amp; RECEIPTS</b>			
01-03022	CULLIGAN OF ENID	PO0142342	BOTTLED WATER	\$9.75
01-16145	PETTY CASH	PO0142440	REIMB/DRAWER SHORTAGE	\$10.00
			<b>RECORDS &amp; RECEIPTS TOTAL</b>	<b>\$19.75</b>

<b>FUND 10</b>	<b>DEPT 250 - INFORMATION TECHNOLOGY</b>			
01-01783	JP MORGAN CHASE	PO0142379	CHASE PAYMENT	\$159.00
01-04916	RF RESULTS, LLC	PO0142426	ANNUAL TOWER MAINT 5-12-17/5-11-18	\$1,068.75
			<b>INFORMATION TECHNOLOGY TOTAL</b>	<b>\$1,227.75</b>

<b>FUND 10</b>	<b>DEPT 300 - COMMUNITY DEVELOPMENT</b>			
01-01918	GUERNSEY	PO0123750	G-1501A PROFESSIONAL SERVICE	\$10,226.70
			<b>COMMUNITY DEVELOPMENT TOTAL</b>	<b>\$10,226.70</b>

**FUND 10**                      **DEPT 350 - CODE ENFORCEMENT**

01-01783	JP MORGAN CHASE	PO0142379	CHASE PAYMENT	\$1,068.55
01-03053	NORTHWEST SHREDDERS, LLC	PO0142418	SECURITY CONSOLE 6/17	\$20.00
01-04732	DEAL LAWN CARE	PO0142274	MOW/2006 E WALNUT	\$750.00
01-04732	DEAL LAWN CARE	PO0142274	MOW/1209 N DAVIS	\$75.00
01-04732	DEAL LAWN CARE	PO0142274	MOW/1821 E ASH	\$75.00
01-04732	DEAL LAWN CARE	PO0142274	MOW/1559 N QUINCY	\$75.00
01-04732	DEAL LAWN CARE	PO0142274	MOW/1402 E ELM	\$150.00
01-04732	DEAL LAWN CARE	PO0142274	MOW/1218 E CYPRESS	\$150.00
01-04732	DEAL LAWN CARE	PO0142274	MOW/1229 N 12TH	\$75.00
01-04732	DEAL LAWN CARE	PO0142274	MOW/1025 N 13TH	\$75.00
01-04732	DEAL LAWN CARE	PO0142274	MOW/1402 E PINE	\$450.00
01-04732	DEAL LAWN CARE	PO0142274	MOW/1406 N CENTRAL	\$75.00
01-04732	DEAL LAWN CARE	PO0142274	MOW/706 N 6TH	\$75.00
01-04732	DEAL LAWN CARE	PO0142274	MOW/701 N 6TH	\$75.00
01-04732	DEAL LAWN CARE	PO0142311	MOW/401 W ILLINOIS	\$75.00
01-04732	DEAL LAWN CARE	PO0142311	MOW/601 N MALONE	\$75.00
01-04732	DEAL LAWN CARE	PO0142311	MOW/404 N 4TH	\$150.00
01-04766	CLM MOWING	PO0142272	MOW/1714 N ADAMS	\$60.00
01-04766	CLM MOWING	PO0142309	MOW/1711 E CHESTNUT	\$60.00
01-04766	CLM MOWING	PO0142309	MOW/2005 E OAK	\$150.00
01-04766	CLM MOWING	PO0142309	MOW/2421 E OAK	\$150.00
01-04766	CLM MOWING	PO0142309	MOW/510 E CEDAR	\$150.00
01-04766	CLM MOWING	PO0142309	MOW/414 E PINE	\$60.00
01-04766	CLM MOWING	PO0142309	MOW/1906 E BROADWAY	\$60.00
01-04766	CLM MOWING	PO0142309	MOW/1202 N 6TH	\$60.00
01-04766	CLM MOWING	PO0142309	MOW/624 E MAINE	\$60.00
01-05295	GORE, KIRK A	PO0142312	MOW/2417 E EUCALYPTUS	\$65.00
01-05295	GORE, KIRK A	PO0142312	MOW/830 E ELM	\$120.00
01-05295	GORE, KIRK A	PO0142312	MOW/1511 N QUINCY	\$120.00
01-05295	GORE, KIRK A	PO0142312	MOW/1721 N ADAMS	\$65.00
01-05295	GORE, KIRK A	PO0142312	MOW/418 N 11TH	\$65.00
01-05324	BIG K MOWING	PO0142229	MOW/1433 N 10TH	\$75.00
01-05324	BIG K MOWING	PO0142229	MOW/119 W ASH	\$75.00
01-05324	BIG K MOWING	PO0142229	MOW/710 CHISHOLM TRAIL	\$75.00
01-05328	E & H TREE TRIMMING AND REMOVAL, L	PO0142356	TREE CLEANUP/22ND ST	\$150.00
01-16004	PDQ PRINTING	PO0142394	CORRECTION NOTICES (500)	\$152.00
01-16145	PETTY CASH	PO0142432	REIMB/TRAVEL/ICC CONF/P ANSTEAD	\$194.71
01-16145	PETTY CASH	PO0142434	REIMB/FILING FEES	\$273.00
01-16145	PETTY CASH	PO0142440	REIMB/FILING FEES	\$13.00
<b>CODE ENFORCEMENT TOTAL</b>				<b>\$5,741.26</b>

**FUND 10**                      **DEPT 400 - ENGINEERING**

01-01163	ADVANCED WATER SOLUTIONS	PO0142201	WATER COOLER RENTAL 6/17	\$56.80
01-01783	JP MORGAN CHASE	PO0142379	CHASE PAYMENT	\$2,825.69
01-02465	PICTOMETRY	PO0142446	ANNUAL IMAGE LIBRARY LICENSE	\$41,953.29
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0142414	WAREHOUSE PARTS 5/17	\$9.10
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0142443	MONTHLY SERVICE 5/17	\$19.04
01-16145	PETTY CASH	PO0142432	REIMB/TRAVEL/KAW LAKE/M KATTA	\$7.00
01-16145	PETTY CASH	PO0142436	REIMB/TRAVEL/APWAOK/R HITT	\$107.32
01-16145	PETTY CASH	PO0142436	REIMB/TRAVEL/APWAOK/R HITT	\$300.00
01-16145	PETTY CASH	PO0142436	REIMB/TRAVEL/NWWATSC/C GDANSKI	\$92.77
01-16145	PETTY CASH	PO0142436	REIMB/TRAVEL/LEADERSHIP/J ORTIZ	\$227.18
<b>ENGINEERING TOTAL</b>				<b>\$45,598.19</b>

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

01-01783	JP MORGAN CHASE	PO0142379	CHASE PAYMENT	\$920.76
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0142414	WAREHOUSE PARTS 5/17	\$375.88
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0142194	JANITORIAL SERVICE 5/17	\$1,448.40
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0142443	MONTHLY SERVICE 5/17	\$6.23
01-80153	KINNUNEN, INC.	PO0142259	SEAM SEALER (12)	\$159.12
<b>PUBLIC WORKS MGMT TOTAL</b>				<b>\$2,910.39</b>

**FUND 10**                      **DEPT 710 - FLEET MAINTENANCE**

01-01783	JP MORGAN CHASE	PO0142379	CHASE PAYMENT	\$181.53
01-01908	DOUBLE CHECK COMPANY, INC.	PO0142341	FUEL LINE TEST (2)	\$300.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0142414	WAREHOUSE PARTS 5/17	\$422.45
01-05023	G&K SERVICES	PO0142261	UNIFORM RENTALS (8)	\$37.77
01-13218	MYERS TIRE SUPPLY, INC.	PO0142276	TIRE REPAIR SUPPLIES	\$5.02
01-35300	UNIFIRST, INC.	PO0142257	SHOP TOWEL SERVICE	\$159.86
01-80343	FENTRESS OIL COMPANY, INC.	PO0142291	SOLVENT	\$175.32
01-80343	FENTRESS OIL COMPANY, INC.	PO0142181	GREASE	\$379.32
<b>FLEET MAINTENANCE TOTAL</b>				<b>\$1,661.27</b>

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

01-01783	JP MORGAN CHASE	PO0142379	CHASE PAYMENT	\$8,052.11
01-02915	POWER PLAY, LLC	PO0142288	SPLASH PAD PARTS/CHAMPION/HOOVER	\$1,581.05
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0142414	WAREHOUSE PARTS 5/17	\$735.13
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0142443	MONTHLY SERVICE 5/17	\$424.20
01-04847	W.W. STARR LUMBER CO., INC.	PO0142308	SILICONE CAULK	\$66.40
01-05023	G&K SERVICES	PO0142261	UNIFORM RENTALS (28)	\$135.80
01-15132	O'REILLY AUTO PARTS, INC.	PO0142281	V129 BATTERY	\$199.42
01-35300	UNIFIRST, INC.	PO0142306	SHOP TOWEL SERVICE	\$54.00
01-58740	STUART C. IRBY	PO0142329	LIGHT BULBS (9)	\$249.75
01-59360	FASTENAL COMPANY	PO0142322	SCREWS (200)/ZIP TIES (400)	\$16.94
<b>PARKS &amp; RECREATION TOTAL</b>				<b>\$11,514.80</b>

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

01-01783	JP MORGAN CHASE	PO0142379	CHASE PAYMENT	\$589.04
01-02243	BB MACHINE & SUPPLY, INC.	PO0142258	V575 CLUTCH	\$266.35
01-03000	CARTER PAINT CO.	PO0142237	V105 PAINT	\$401.93
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0142400	V178 CYLINDER	\$1,422.72
01-04209	PATTERSON MOWING	PO0135963	MOW/CLEAN/RIGHT OF WAY	\$2,600.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0142414	WAREHOUSE PARTS 5/17	\$2,042.04
01-04766	CLM MOWING	PO0135962	MOW/CLEAN/RIGHT OF WAY	\$4,700.00
01-04847	W.W. STARR LUMBER CO., INC.	PO0142337	CONCRETE/CAUTION TAPE	\$42.90
01-05023	G&K SERVICES	PO0142333	UNIFORM RENTALS (16)	\$75.20
01-05114	HRT SERVICE COMPANY, LLC.	PO0136326	MOW/RIGHT OF WAY	\$1,600.00
01-15132	O'REILLY AUTO PARTS, INC.	PO0142339	V105/V106/V116/V502 BACKUP ALARM	\$119.96
01-19235	SOUTHWEST TRUCK PARTS, INC.	PO0142336	V146 TURN SIGNAL	\$33.37
01-33210	P & K EQUIPMENT, INC.	PO0142335	V574 FAN ASSEMBLY	\$428.54
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0142334	WEED EATER STRING	\$34.99
01-76250	LOGAN COUNTY ASPHALT COMPANY	PO0142398	PROLINE PATCH	\$1,612.41
01-80246	ATWOODS	PO0142265	GREASE/COFFEE	\$70.46
01-80246	ATWOODS	PO0142340	INSECT REPELLENT	\$83.86
01-80343	FENTRESS OIL COMPANY, INC.	PO0142184	DEF FLUID	\$202.12
<b>STRMWTR &amp; ROADWAY MAINT. TOTAL</b>				<b>\$16,325.89</b>

**FUND 10**                      **DEPT 750 - TECHNICAL SERVICES**

01-01783	JP MORGAN CHASE	PO0142379	CHASE PAYMENT	\$3,021.57
01-04033	DOLESE BROTHERS CO., INC.	PO0142451	CRUSHER RUN	\$2,245.62
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0142414	WAREHOUSE PARTS 5/17	\$1,384.65
01-05329	TRAXYL, INC	PO0142401	PROFESSIONAL SERVICE	\$1,975.00
01-15006	OK GLASS & WALLPAPER	PO0142280	SECURE GLASS STOPS	\$70.00
01-19165	STEVENS FORD, INC.	PO0142292	V655 ABS REPAIR	\$1,387.16
01-50800	ENNIS PAINT, INC.	PO0141563	TRAFFIC PAINT	\$5,610.00
01-59360	FASTENAL COMPANY	PO0142322	SCREWS (50)	\$5.15
<b>TECHNICAL SERVICES TOTAL</b>				<b>\$15,699.15</b>

<b>FUND 10</b>	<b>DEPT 900 - LIBRARY</b>			
01-00032	MIDWEST TAPE	PO0142225	DVD	\$27.49
01-00085	PITNEY BOWES	PO0142344	POSTAGE LEASE 6/17	\$86.59
01-00793	ONESOURCE MANAGED SERVICES	PO0142246	COPIER LEASE/USAGE 6/17	\$601.01
01-01163	ADVANCED WATER SOLUTIONS	PO0142201	WATER COOLER RENTAL 6/17	\$26.60
01-01338	J & P SUPPLY, INC.	PO0142345	RAGS	\$30.90
01-01338	J & P SUPPLY, INC.	PO0142378	RAGS	\$23.15
01-01783	JP MORGAN CHASE	PO0142379	CHASE PAYMENT	\$2,531.17
01-03053	NORTHWEST SHREDDERS, LLC	PO0142418	SECURITY CONSOLE 6/17	\$40.00
01-03454	OCLC ONLINE COMPUTER LIBRARY CENTE	PO0142409	ONLINE SUBSCRIPTION 6/17	\$1,213.99
01-04012	DEMCO, INC	PO0142224	BOOK BAGS (200)	\$80.93
01-05304	ELSENPETER MARIONETTES	PO0141832	2017 SRP PERFORMANCE	\$400.00
01-18001	RECORDED BOOKS, LLC	PO0142380	ANNUAL ZINIO/ONECLICK BUNDLE	\$1,516.84
01-65460	ACTSHON PEST CONTROL	PO0142245	PEST CONTROL 6/17	\$30.00
01-72920	EAGLE MARKETING, INC.	PO0142200	ADVERTISING	\$400.00
			<b>LIBRARY TOTAL</b>	<b>\$7,008.67</b>

<b>FUND 10</b>	<b>DEPT 955 - CAPITAL ASSETS &amp; PROJECTS</b>			
01-01783	JP MORGAN CHASE	PO0142379	CHASE PAYMENT	\$330.00
01-05005	ENID CONCRETE CO., INC.	PO0142447	CONCRETE	\$7,669.45
			<b>CAPITAL ASSETS &amp; PROJECTS TOTAL</b>	<b>\$7,999.45</b>

<b>FUND 12</b>	<b>DEPT 125 - SPECIAL PROJECT</b>			
01-00050	RAY ALLEN MFG CO INC	PO0142178	K9 TRAINING EQUIPMENT	\$1,609.98
			<b>SPECIAL PROJECT TOTAL</b>	<b>\$1,609.98</b>

<b>FUND 14</b>	<b>DEPT 145 - HEALTH FUND</b>			
01-01869	DEARBORN LIFE INSURANCE CO.	PO0142449	INSURANCE PREMIUMS 6/17	\$2,858.14
01-05103	SA BENEFIT SERVICES, LLC	PO0142445	STOP LOSS FEES 6/17	\$19,005.13
01-16004	PDQ PRINTING	PO0142419	BCBS PRIMEMAIL FLIERS (150)	\$90.00
01-25008	YMCA	PO0142421	WELLNESS DOLLARS (3)	\$300.00
01-64810	WORKSITE BENEFIT PLANS, INC.	PO0142417	125 PLAN FEES 6/17	\$493.60
01-64810	WORKSITE BENEFIT PLANS, INC.	PO0142417	ANNUAL 125 PLAN FEES 7/17-6/18	\$250.00
01-70870	FOCUS INSTITUTE, INC.	PO0142448	EAP SERVICES 6/17	\$1,233.33
01-78180	BLUE CROSS BLUE SHIELD OK	PO0142214	DENTAL FEES 5/17	\$1,839.77
01-78180	BLUE CROSS BLUE SHIELD OK	PO0142214	DENTAL CLAIMS 5/17	\$15,383.12
01-78180	BLUE CROSS BLUE SHIELD OK	PO0142214	HEALTH ADMIN FEES 5/17	\$20,893.43
01-78180	BLUE CROSS BLUE SHIELD OK	PO0142214	HEALTH CLAIMS 5/17	\$352,882.56
			<b>HEALTH FUND TOTAL</b>	<b>\$415,229.08</b>

<b>FUND 20</b>	<b>DEPT 205 - AIRPORT</b>			
01-00540	SIMONS PETROLEUM, LLC	PO0142218	DYED DIESEL	\$477.82
01-01783	JP MORGAN CHASE	PO0142379	CHASE PAYMENT	\$296.22
01-01908	DOUBLE CHECK COMPANY, INC.	PO0142279	V814 CALIBRATION	\$242.76
01-02712	FARMER BROS. CO.	PO0142323	COFFEE/CREAMER	\$71.89
01-02857	DML POWER WASHING	PO0142314	POWER WASH/VENT HOOD	\$450.00
01-03022	CULLIGAN OF ENID	PO0142273	SOLAR SALT (5)	\$32.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0142414	WAREHOUSE PARTS 5/17	\$17.24
01-05257	HUSTLER TURF EQUIPMENT, INC.	PO0141566	MOWER	\$11,452.36
01-16145	PETTY CASH	PO0142432	REIMB/TRAVEL/OK AERO/D OHNESORGE	\$98.86
01-42400	AT & T	PO0142266	MONTHLY SERVICE 6/17	\$258.28
01-50210	LOWE'S HOME CENTERS, INC.	PO0142236	PRIMER/CLEANER/DRAIN CLEANER	\$50.36
01-50210	LOWE'S HOME CENTERS, INC.	PO0142239	ROOF COATING/EDGER BLADES (3)	\$91.50
01-80343	FENTRESS OIL COMPANY, INC.	PO0142370	OIL/ST	\$246.12
			<b>AIRPORT TOTAL</b>	<b>\$13,785.41</b>

**FUND 22**      **DEPT 000 - GOLF STOCK**

01-01783	JP MORGAN CHASE	PO0142379	CHASE PAYMENT	\$8.97
01-05230	POPE DISTRIBUTING CO, INC.	PO0142187	BEER/ST	\$149.20
01-05230	POPE DISTRIBUTING CO, INC.	PO0142438	BEER/ST	\$316.50
01-05240	ACUSHNET COMPANY	PO0142190	PRO SHOP/ST	\$477.26
01-05240	ACUSHNET COMPANY	PO0142191	PRO SHOP/ST	\$41.37
01-05240	ACUSHNET COMPANY	PO0142192	PRO SHOP/ST	\$117.00
01-05240	ACUSHNET COMPANY	PO0142371	PRO SHOP/ST	\$473.92
01-05240	ACUSHNET COMPANY	PO0142372	PRO SHOP/ST	\$448.67
01-05240	ACUSHNET COMPANY	PO0142373	PRO SHOP/ST	\$818.20
01-05240	ACUSHNET COMPANY	PO0142431	PRO SHOP/ST	\$1,023.91
01-05528	ANHEUSER/BUSCH, LLC	PO0142175	BEER/ST	\$789.20
01-07022	GREAT PLAINS COCA-COLA	PO0142186	SNACK BAR/ST	\$437.17
01-07022	GREAT PLAINS COCA-COLA	PO0142435	SNACKBAR/ST	\$79.63
01-13145	MID-AMERICA WHOLESALE, INC.	PO0142188	SNACK BAR/ST	\$206.76
01-13145	MID-AMERICA WHOLESALE, INC.	PO0142189	SNACK BAR/ST	\$268.62
01-13145	MID-AMERICA WHOLESALE, INC.	PO0142439	SNACKBAR/ST	\$231.07
<b>GOLF STOCK TOTAL</b>				<b>\$5,887.45</b>

**FUND 22**      **DEPT 225 - GOLF**

01-01783	JP MORGAN CHASE	PO0142379	CHASE PAYMENT	\$1,783.24
01-02539	BWI COMPANIES, INC.	PO0142268	HERBICIDE/FERTILIZER/FUNGICIDE	\$1,413.28
01-02674	P & K EQUIPMENT, INC. STILLWATER	PO0142283	SPROCKETS/CHAINS/SPACERS	\$475.20
01-04173	DE LAGE PUBLIC FINANCE, LLC.	PO0142348	GRINDER LEASE 7/17	\$377.15
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0142194	JANITORIAL SERVICE 5/17	\$697.40
01-04744	CHELSEA INFORMATION SYSTEMS, INC.	PO0142270	HOSTED RESERVATIONS 7/17	\$245.00
01-05160	VGM FINANCIAL SERVICES	PO0137556	GREENS MOWER LEASE 5/17	\$690.60
01-05160	VGM FINANCIAL SERVICES	PO0137557	UTILITY TRUCK LEASE 5/17	\$365.95
01-05240	ACUSHNET COMPANY	PO0142191	CLUB REPAIR	\$55.29
01-05309	CHEM-CAN BUILDING & CONSTRUCTION S	PO0142271	PROFESSIONAL SERVICE	\$75.00
01-13017	MUNN SUPPLY, INC.	PO0142395	CYLINDER RENTAL	\$6.44
01-13145	MID-AMERICA WHOLESALE, INC.	PO0142189	SNACK BAR SUPPLIES	\$108.34
01-16145	PETTY CASH	PO0142440	REIMB/SNACK BAR CASH DRAWER	\$50.00
01-66210	YAMAHA MOTOR CORPORATION USA	PO0140593	GOLF CART LEASE 6/17	\$2,945.00
01-80215	PROFESSIONAL TURF PRODUCTS, INC.	PO0142289	BUSHING ASSEMBLY/PULL ARMS	\$389.74
01-80215	PROFESSIONAL TURF PRODUCTS, INC.	PO0142289	IRRIGATION DECODER BOARD	\$416.35
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0142263	KEYS (9)	\$12.51
<b>GOLF TOTAL</b>				<b>\$10,106.49</b>

**FUND 30**      **DEPT 305 - STREET & ALLEY**

01-01783	JP MORGAN CHASE	PO0142379	CHASE PAYMENT	\$389.74
01-03089	CUMMINS CONSTRUCTION EQUIP. CO., I	PO0128321	R-1502A 2015 ST RESURFACING	\$2,338.36
01-04033	DOLESE BROTHERS CO., INC.	PO0142332	R-1708 CRUSHER RUN	\$802.77
01-04033	DOLESE BROTHERS CO., INC.	PO0140750	R-1708 CRUSHER RUN	\$12,570.62
01-04033	DOLESE BROTHERS CO., INC.	PO0142451	R-1708 CRUSHER RUN	\$590.61
01-05005	ENID CONCRETE CO., INC.	PO0142317	R-1708 CONCRETE	\$1,500.51
01-05005	ENID CONCRETE CO., INC.	PO0142338	R-1708 CONCRETE	\$1,918.51
01-05005	ENID CONCRETE CO., INC.	PO0142387	R-1708 CONCRETE	\$2,091.75
<b>STREET &amp; ALLEY TOTAL</b>				<b>\$22,202.87</b>

**FUND 31**                      **DEPT 230 - UTILITY BILLING**

01-01163	ADVANCED WATER SOLUTIONS	PO0142307	WATER COOLER RENTAL 6/17	\$50.15
01-01783	JP MORGAN CHASE	PO0142379	CHASE PAYMENT	\$161.17
01-03034	CERTIFIED LABORATORIES	PO0142269	WIPES	\$115.00
01-03053	NORTHWEST SHREDDERS, LLC	PO0142418	SECURITY CONSOLE 6/17	\$20.00
01-04038	OK DEPT OF ENVIRONMENTAL QUALITY	PO0142222	ANNUAL OPERATOR LICENCE/C WALLACE	\$46.00
01-04038	OK DEPT OF ENVIRONMENTAL QUALITY	PO0142275	ANNUAL OPERATOR LICENCE/K HACKETT	\$46.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0142414	WAREHOUSE PARTS 5/17	\$86.00
01-72350	SUMMIT BUSINESS SYS., INC.	PO0142430	3 YR NEOPOST SOFTWARE RENEWAL	\$5,493.00
<b>UTILITY BILLING TOTAL</b>				<b>\$6,017.36</b>

**FUND 31**                      **DEPT 315 - E.M.A.**

01-01104	DRUMMOND PUBLIC SCHOOLS	PO0142405	SCHOOL BOND 1/17-6/17	\$3,215.05
01-01105	WAUKOMIS PUBLIC SCHOOLS	PO0142407	SCHOOL BOND 1/17-6/17	\$1,917.75
01-01106	CHISHOLM PUBLIC SCHOOLS	PO0142403	SCHOOL BOND 1/17-6/17	\$47,436.14
01-01107	GARBER PUBLIC SCHOOLS	PO0142408	SCHOOL BOND 1/17-6/17	\$846.07
01-01109	KREMLIN HILLSDALE PUBLIC SCHOOLS	PO0142406	SCHOOL BOND 1/17-6/17	\$1,974.16
01-01111	PIONEER PLEASANT VALE PUBLIC SCHOO	PO0142404	SCHOOL BOND 1/17-6/17	\$40,047.16
01-67170	ENID PUBLIC SCHOOLS	PO0142402	SCHOOL BOND 1/17-6/17	\$468,608.15
<b>E.M.A. TOTAL</b>				<b>\$564,044.48</b>

**FUND 31**                      **DEPT 760 - SOLID WASTE SERVICES**

01-00103	WARREN CAT, INC.	PO0142310	V250 PUMP	\$393.55
01-00103	WARREN CAT, INC.	PO0142310	V252 SENSOR	\$963.66
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0142295	V235 VALVE	\$24.11
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0142298	V226 EXHAUST/ABS REPAIR	\$2,979.51
01-01163	ADVANCED WATER SOLUTIONS	PO0142377	WATER COOLER RENTAL 6/17	\$30.00
01-01783	JP MORGAN CHASE	PO0142379	CHASE PAYMENT	\$1,934.16
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0142313	V261 HOSE REPAIR	\$1,776.85
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0142389	V265 HYDRAULIC PUMP REPAIR	\$193.17
01-03512	PACE ANALYTICAL SERVICES, INC.	PO0141567	WELL MONITORING	\$2,596.00
01-03921	EXPRESS SCRIPTS, INC.	PO0142294	WC/MEDICAL	\$255.59
01-04038	OK DEPT OF ENVIRONMENTAL QUALITY	PO0142275	ANNUAL OPERATOR LICENSE/S MORRIS	\$46.00
01-04038	OK DEPT OF ENVIRONMENTAL QUALITY	PO0142384	ANNUAL OPERATOR LICENSE (4)	\$234.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0142414	WAREHOUSE PARTS 5/17	\$45,541.50
01-04439	J A KING	PO0142388	SCALE CALIBRATIONS (2)	\$584.00
01-04833	OKLAHOMA SPINE AND MUSCULOSKELETAL	PO0142303	WC/MEDICAL	\$88.74
01-04962	COMMUNITY NATIONAL BANK OF OKARCHE	PO0135960	COMPACTOR LEASE 6/17	\$7,906.67
01-04962	COMMUNITY NATIONAL BANK OF OKARCHE	PO0135959	DOZER LEASE 6/17	\$6,508.65
01-05023	G&K SERVICES	PO0142261	UNIFORM RENTALS (25)	\$182.63
01-05065	HORIZON HYDRAULICS, INC.	PO0142327	V265 HYDRAULIC PUMP	\$1,359.82
01-05066	BRUCKNER TRUCK SALES, INC.	PO0142267	V238 ENGINE CONTROL UNIT	\$2,393.55
01-05066	BRUCKNER TRUCK SALES, INC.	PO0142267	V224 HOSE	\$30.58
01-05066	BRUCKNER TRUCK SALES, INC.	PO0142429	V208 DUMP ARM REPAIR	\$3,304.94
01-05207	EMPIRE FINANCIAL, LLC	PO0138794	V247 TRASH TRUCK LEASE 6/17	\$5,052.27
01-07102	GARFIELD R W D #5	PO0142230	MONTHLY SERVICE 5/17	\$48.25
01-12039	LIFE EMERGENCY MEDICAL SERVICE	PO0142302	WC/MEDICAL	\$598.41
01-80343	FENTRESS OIL COMPANY, INC.	PO0142291	SOLVENT	\$175.31
01-80343	FENTRESS OIL COMPANY, INC.	PO0142184	DEF FLUID	\$202.12
01-80343	FENTRESS OIL COMPANY, INC.	PO0142260	OIL	\$804.57
<b>SOLID WASTE SERVICES TOTAL</b>				<b>\$86,208.61</b>

**FUND 31**                      **DEPT 785 - PUBLIC UTILITIES MGMT**

01-01178	ACCURATE, INC.	PO0142262	SAMPLE ANALYSIS	\$85.00
01-01178	ACCURATE, INC.	PO0142375	SAMPLE ANALYSIS	\$85.00
01-01783	JP MORGAN CHASE	PO0142379	CHASE PAYMENT	\$324.60
01-03512	PACE ANALYTICAL SERVICES, INC.	PO0142286	SAMPLE ANALYSIS	\$420.00
01-16145	PETTY CASH	PO0142433	REIMB/TRAVEL/APWAOK/L MINTZ	\$94.42
01-16145	PETTY CASH	PO0142433	REIMB/TRAVEL/OML/C O'BRIEN	\$227.09

01-80153	KINNUNEN, INC.	PO0142259	SEAM SEALER (12)	\$159.12
			<b>PUBLIC UTILITIES MGMT TOTAL</b>	<b>\$1,395.23</b>

**FUND 31**      **DEPT 790 - WATER PRODUCTION**

01-00781	INTERSTATE ALL BATTERY CENTER, INC	PO0142250	BATTERIES (4)	\$59.80
01-01005	ALFALFA ELECTRIC COOPERATIVE	PO0142422	MONTHLY SERVICE 6/17	\$8,598.44
01-01178	ACCURATE, INC.	PO0142247	SAMPLE ANALYSIS	\$25.00
01-01783	JP MORGAN CHASE	PO0142379	CHASE PAYMENT	\$1,088.45
01-02591	DUKE EQUIPMENT CO., LLC.	PO0142251	V308 SHEAVE/PIN	\$188.45
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0142414	WAREHOUSE PARTS 5/17	\$192.71
01-04563	XPRESS WELLNESS, LLC	PO0142305	WC/MEDICAL	\$203.58
01-05023	G&K SERVICES	PO0142261	UNIFORM RENTALS (35)	\$93.38
01-06001	FARMERS ELEVATOR CO.	PO0142374	PROPANE	\$196.25
01-08022	HUGHES LUMBER CO., LLC	PO0142252	CONCRETE	\$125.55
01-19047	AT & T	PO0142396	MONTHLY SERVICE 6/17	\$403.64
01-30830	LOCKE SUPPLY, INC.	PO0142248	ADAPTER/FITTINGS	\$50.09
01-80258	BRENNTAG SOUTHWEST, INC.	PO0135945	CHLORINE GAS	\$3,497.60
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0142249	CLEANER	\$29.35
			<b>WATER PRODUCTION TOTAL</b>	<b>\$14,752.29</b>

**FUND 31**      **DEPT 795 - WATER RECLAMATION SERVICES**

01-00447	FRONTIER EQUIP. SALES, LLC	PO0142324	V447 HOSE	\$321.30
01-00497	OPEN SIDED MRI OF STILLWATER	PO0142297	WC/MEDICAL	\$363.52
01-00917	HD SUPPLY WATERWORKS	PO0142204	TUBES/SPLICERS (500)	\$1,415.00
01-00917	HD SUPPLY WATERWORKS	PO0142240	SEWER INSERTS (400)/TUBING	\$857.00
01-00917	HD SUPPLY WATERWORKS	PO0142427	METERS (100)	\$4,250.00
01-01363	J & R EQUIPMENT, LLC	PO0142228	TIRE	\$72.26
01-01783	JP MORGAN CHASE	PO0142379	CHASE PAYMENT	\$869.00
01-02017	A. W. BRUEGGEMANN CO., INC.	PO0142264	PROFESSIONAL SERVICE	\$123.19
01-02018	BASS BAPTIST HEALTH CENTER - DALLA	PO0142412	WC/MEDICAL	\$2,401.39
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0142313	V347 PIN	\$23.35
01-03512	PACE ANALYTICAL SERVICES, INC.	PO0140696	SAMPLE ANALYSIS	\$901.50
01-04033	DOLESE BROTHERS CO., INC.	PO0142238	CRUSHER RUN	\$232.33
01-04033	DOLESE BROTHERS CO., INC.	PO0142376	CRUSHER RUN	\$224.04
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0142414	WAREHOUSE PARTS 5/17	\$12,465.12
01-05005	ENID CONCRETE CO., INC.	PO0142202	CONCRETE	\$1,590.63
01-05023	G&K SERVICES	PO0142325	UNIFORM RENTALS (28)	\$260.87
01-13089	MERRIFIELD OFFICE SUPPLY	PO0142226	INK CARTRIDGES (5)	\$203.85
01-13089	MERRIFIELD OFFICE SUPPLY	PO0142351	INDEX CARDSTOCK	\$17.81
01-15083	OK CONTRACTORS SUPPLY	PO0142316	ANGLE STOPS/CURB STOPS	\$6,200.00
01-15083	OK CONTRACTORS SUPPLY	PO0142318	TAPPING SADDLES (12)	\$576.00
01-80153	KINNUNEN, INC.	PO0142349	RECIPROCATING SAW(4)/BATTERIES (4)	\$865.09
			<b>WATER RECLAMATION SERVICES TOTAL</b>	<b>\$34,233.25</b>

**FUND 31**      **DEPT 799 - WASTEWATER PLANT MGMT**

01-01178	ACCURATE, INC.	PO0142203	SAMPLE ANALYSIS	\$1,410.00
01-01943	JOHNSTON SEED COMPANY, INC.	PO0142227	GRASS SEED/FERTILIZER	\$400.00
01-04155	ENVIRONMENTAL IMPROVEMENTS, INC.	PO0140021	SHAFT SEAL	\$2,112.91
01-04155	ENVIRONMENTAL IMPROVEMENTS, INC.	PO0139305	PUMP	\$13,977.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0142414	WAREHOUSE PARTS 5/17	\$702.64
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0142194	JANITORIAL SERVICE 5/17	\$622.44
			<b>WASTEWATER PLANT MGMT TOTAL</b>	<b>\$19,224.99</b>

**FUND 33**      **DEPT 335 - V.D.A.**

01-00223	COOPER, MICHAEL G.	PO0142444	REIMB/TRAVEL/AIR SPACE PROTECTION	\$1,016.68
01-05327	ENGLAND, TONICA	PO0142352	REIMB/TEXTBOOKS (4)	\$200.00
01-74730	NORTHERN OKLAHOMA COLLEGE	PO0142353	TUITION ASSISTANCE	\$300.00
			<b>V.D.A. TOTAL</b>	<b>\$1,516.68</b>

**FUND 40**                    **DEPT 405 - CAPITAL IMPROVEMENT**

01-02482	TETRA TECH, INC.	PO0138257	R-1504B BRIDGE INSPECTION	\$6,239.52
01-03089	CUMMINS CONSTRUCTION EQUIP. CO., I	PO0135956	R-1502A 2015 ST RESURFACING	\$4,350.00
01-03089	CUMMINS CONSTRUCTION EQUIP. CO., I	PO0128321	R-1502A 2015 ST RESURFACING	\$3,498.22
01-05330	SINGER, STEVEN D	PO0142413	R-1311A DRAINAGE EASEMENT	\$20,000.00
<b>CAPITAL IMPROVEMENT TOTAL</b>				<b>\$34,087.74</b>

**FUND 41**                    **DEPT 415 - STREET IMPROVEMENT**

01-03089	CUMMINS CONSTRUCTION EQUIP. CO., I	PO0128321	R-1502A 2015 ST RESURFACING	\$22,973.21
<b>STREET IMPROVEMENT TOTAL</b>				<b>\$22,973.21</b>

**FUND 42**                    **DEPT 425 - SANITARY SEWER FUND**

01-03594	BUDGET PLUMBING & CONSTRUCTION, LL	PO0141561	S-1609C SEWER REPAIR	\$1,850.00
01-12007	LUCKINBILL, INC.	PO0135425	S-1609A 2016 SEWER REPAIR	\$79,767.70
<b>SANITARY SEWER FUND TOTAL</b>				<b>\$81,617.70</b>

**FUND 43**                    **DEPT 435 - STORMWATER FUND**

01-03534	MONSOON CONSULTANTS	PO0120141	F-1404A PROFESSIONAL SERVICE	\$1,605.00
01-05050	ENVIROTECH	PO0137251	F-1703A PROFESSIONAL SERVICE	\$1,000.00
01-05050	ENVIROTECH	PO0141930	F-1603E PROFESSIONAL SERVICE	\$5,000.00
01-05050	ENVIROTECH	PO0107599	F-1302A PROFESSIONAL SERVICE	\$3,050.00
<b>STORMWATER FUND TOTAL</b>				<b>\$10,655.00</b>

**FUND 44**                    **DEPT 445 - WATER CAP. IMPROVEMENT FUND**

01-05134	ENID NEWS & EAGLE	PO0142331	W-1712A PUBLICATIONS	\$839.00
01-16032	PONCA CITY NEWS	PO0142287	W-1712A PUBLICATIONS	\$119.63
<b>WATER CAP. IMPROVEMENT FUND TOTAL</b>				<b>\$958.63</b>

**FUND 50**                    **DEPT 505 - 911**

01-01783	JP MORGAN CHASE	PO0142379	CHASE PAYMENT	\$26.95
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0142369	MONTHLY SERVICE 6/17	\$160.45
01-42400	AT & T	PO0142381	MONTHLY SERVICE 5/17	\$1,788.96
01-66190	AT&T	PO0142382	MONTHLY SERVICE 6/17	\$10,115.39
<b>911 TOTAL</b>				<b>\$12,091.75</b>

**FUND 51**                    **DEPT 515 - POLICE**

01-00050	RAY ALLEN MFG CO INC	PO0142178	K9 TRAINING EQUIPMENT	\$413.47
01-01338	J & P SUPPLY, INC.	PO0142362	DEODORIZER	\$122.16
01-01338	J & P SUPPLY, INC.	PO0142391	CLEANER	\$33.15
01-01371	STANARD & ASSOC.	PO0142361	CAPTAIN EXAMS (6)	\$775.00
01-01780	B & B LAWN CARE	PO0142368	LAWN SERVICE 5/17	\$400.00
01-01783	JP MORGAN CHASE	PO0142379	CHASE PAYMENT	\$2,965.20
01-02082	AT&T MOBILITY	PO0142383	MONTHLY SERVICE 5/17	\$3,714.94
01-03053	NORTHWEST SHREDDERS, LLC	PO0142418	SECURITY CONSOLE 6/17	\$100.00
01-03453	SALTUS TECHNOLOGIES, LLC	PO0142366	CHARGERS (7)	\$167.99
01-03569	GRIMSLEY'S, INC.	PO0142363	LINERS/GLOVES/MOP PADS/HOLDER	\$611.29
01-04157	CONSOLIDATED ELECTRICAL DISTRIBUTO	PO0142364	LAMP	\$64.20
01-04164	OK DEPT. OF PUBLIC SAFETY	PO0142357	OLETS FEE 6/17	\$350.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0142414	WAREHOUSE PARTS 5/17	\$1,990.97
01-04563	XPRESS WELLNESS, LLC	PO0142305	WC/MEDICAL/J ALLISON	\$91.15
01-04563	XPRESS WELLNESS, LLC	PO0142305	WC/MEDICAL/R FLEER	\$91.15
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0142369	MONTHLY SERVICE 6/17	\$573.91

01-04916	RF RESULTS, LLC	PO0142385	ANNUAL MAINT CONTRACT/TOWER	\$2,137.50
01-07041	GALL'S, INC.	PO0138839	UNIFORMS (25)	\$6,446.88
01-15132	O'REILLY AUTO PARTS, INC.	PO0142358	BALL MOUNT	\$55.99
01-16004	PDQ PRINTING	PO0142367	ATTENDANCE REPORTS (300)	\$97.00
01-16004	PDQ PRINTING	PO0142367	SIGNS (3)/BUSINESS CARDS/D PARKS	\$60.00
01-16004	PDQ PRINTING	PO0142367	IMPOUND/WARRANT CARDS	\$193.00
01-23055	WHEATLAND ANIMAL CLINIC	PO0142365	EXAMS/VACCINES (4)	\$385.40
01-23090	WHEAT CAPITAL COMMUNICATION	PO0142360	RADIO/ANTENNAS (5)	\$557.00
01-48610	STITCHES AHEAD, INC.	PO0142392	K-9 UNIFORMS (3)	\$36.00
01-50210	LOWE'S HOME CENTERS, INC.	PO0142359	RAGS/CLAMP TOOL/PIPING/FITTING	\$293.05
01-80343	FENTRESS OIL COMPANY, INC.	PO0142184	OIL	\$788.28
			<b>POLICE TOTAL</b>	<b>\$23,514.68</b>

**FUND 52**            **DEPT 525 - C.I.C.**

01-02082	AT&T MOBILITY	PO0142383	MONTHLY SERVICE 5/17	\$189.11
			<b>C.I.C. TOTAL</b>	<b>\$189.11</b>

**FUND 60**            **DEPT 605 - EECCH**

01-15125	OK GAS & ELECTRIC	PO0142198	MONTHLY SERVICE 5/17	\$13,462.22
			<b>EECCH TOTAL</b>	<b>\$13,462.22</b>

**FUND 65**            **DEPT 655 - FIRE**

01-00781	INTERSTATE ALL BATTERY CENTER, INC	PO0142244	V1031 BATTERIES (6)	\$629.70
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0142213	V1042/V1043 FILTERS	\$91.86
01-01476	NORTHERN SAFETY CO., INC.	PO0142220	BATTERIES (3)	\$190.29
01-01783	JP MORGAN CHASE	PO0142379	CHASE PAYMENT	\$2,118.42
01-02082	AT&T MOBILITY	PO0142212	MONTHLY SERVICE 5/17	\$23.26
01-03001	CUMMINS SOUTHERN PLAINS	PO0142211	V1031 FUEL PUMP	\$484.14
01-04030	WELDON PARTS, INC.	PO0142410	V1031 BRAKES	\$1,067.80
01-04233	OAEVT	PO0142209	ANNUAL OAEVT DUES/T DOWERS	\$50.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0142414	WAREHOUSE PARTS 5/17	\$3.87
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0142208	COPIER MAINTENANCE 5/17	\$157.43
01-13089	MERRIFIELD OFFICE SUPPLY	PO0142205	BINDERS (14)/DIVIDERS	\$119.62
01-15006	OK GLASS & WALLPAPER	PO0142207	SHOWER DOORS (2)/STA 3	\$560.00
01-19004	SHERWIN-WILLIAMS CO., INC.	PO0142386	PAINT BRUSHES (24)	\$43.92
01-19235	SOUTHWEST TRUCK PARTS, INC.	PO0142219	V1031 PUMP/WASHER/BRAKE	\$55.89
01-19235	SOUTHWEST TRUCK PARTS, INC.	PO0142219	V1044 FUEL GAUGE/FUEL SENDER	\$72.26
01-19235	SOUTHWEST TRUCK PARTS, INC.	PO0142219	SPARE FUEL GAUGE/FUEL SENDER	\$72.26
01-20108	TOTAL COM, INC.	PO0142206	RADIO SERVICE/SEAL	\$62.50
01-33210	P & K EQUIPMENT, INC.	PO0142242	FILTERS (5)	\$48.56
01-37890	OK STATE UNIVERSITY	PO0142243	ANNUAL EMS INSTRUCTOR CLASS (16)	\$800.00
01-38950	IFSTA FIRE PROTECTION PUB.	PO0142215	BOOKS (7)	\$490.00
01-56300	TRUCK PRO, INC.	PO0142210	V1044 GAUGE	\$54.09
			<b>FIRE TOTAL</b>	<b>\$7,195.87</b>

**FUND 82**            **DEPT 000 - CLEET**

01-02587	OK BUREAU OF NARCOTICS	PO0142425	MONTHLY REIMB 5/17	\$1.78
01-03274	CLEET	PO0142423	MONTHLY REIMB CLEET 5/17	\$4,826.46
01-55470	OK STATE BUREAU INVESTIGATION	PO0142424	MONTHLY REIMB AFIS 5/17	\$2,654.67
01-55470	OK STATE BUREAU INVESTIGATION	PO0142424	MONTHLY REIMB FORENSIC 5/17	\$2,569.26
			<b>CLEET TOTAL</b>	<b>\$10,052.17</b>

**FUND 99**

**DEPT 995 - EPTA**

01-00612	PHYSICIANS GROUP, LLC	PO0142299	WC/MEDICAL	\$131.83
01-01783	JP MORGAN CHASE	PO0142379	CHASE PAYMENT	\$68.29
01-01800	COMMUNITY HOSPITAL, LLC	PO0142293	WC/MEDICAL	\$197.29
01-02082	AT&T MOBILITY	PO0142254	MONTHLY SERVICE 5/17	\$271.84
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0142414	WAREHOUSE PARTS 5/17	\$1,439.74
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0142443	MONTHLY SERVICE 5/17	\$1.82
01-05134	ENID NEWS & EAGLE	PO0142253	ADVERTISING	\$403.00
01-19165	STEVENS FORD, INC.	PO0142292	V8577 SUSPENSION REPAIR	\$1,548.70
01-19165	STEVENS FORD, INC.	PO0142256	V8576 ENGINE REPAIR	\$374.27
			<b>EPTA TOTAL</b>	<b>\$4,436.78</b>

**COMBINED BREAKDOWN OF TOTALS**

EMA	\$725,876.21
EEDA	\$0.00
EPTA	\$4,436.78
REMAINING FL	\$965,089.60
<b>TOTAL CLAIMS</b>	<b>\$1,695,402.59</b>

## PURCHASING CARD CLAIMS LIST

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**FUND 10 DEPT 100 - ADMINISTRATIVE SERVICES**

BRADFORD INDUSTRIAL SP	PO0142379	SILVER SOLDER/FLUX	56.11
PILOT 00005066	PO0142379	FUEL/MOW CITY PROPERTY	14.70
<b>ADMINISTRATIVE SERVICES TOTAL</b>			<b>70.81</b>

**FUND 10 DEPT 110 - HUMAN RESOURCES**

AMAZON MKTPLACE PMTS	PO0142379	PERSONNEL FOLDERS/TEA/FLASHDRIVES	113.35
BINDERTEK	PO0142379	BINDER	34.50
PREHIRE SCREENING SERV	PO0142379	BACKGROUND SCREENS (7)	210.95
<b>HUMAN RESOURCES TOTAL</b>			<b>358.80</b>

**FUND 10 DEPT 120 - LEGAL SERVICES**

ABM PARKING OKLAHOMA C	PO0142379	PARKING/LGL SEMINAR/A CHISM	63.00
A-LOFT TULSA	PO0142379	LODGING/OML CONF/W GILL	273.80
AMERICAN 0010282970286	PO0142379	BAGGAGE FEE/LGL SEMINAR/A CHISM	50.00
BUDGET RENT-A-CAR	PO0142379	RENTAL CAR/LGL SEMINAR/A CHISM	198.01
C SBARROS 12203105	PO0142379	MEAL/LGL SEMINAR/A CHISM	7.57
DOMINO'S 5107	PO0142379	MEAL/LGL SEMINAR/A CHISM	71.30
EXXONMOBIL 48149439	PO0142379	FUEL/LGL SEMINAR/A CHISM	44.12
HAMPTON INN & SUITES J	PO0142379	MEAL/LGL SEMINAR/A CHISM	5.50
LONGHORN 00051979	PO0142379	MEAL/LGL SEMINAR/A CHISM	23.84
MANCHU WOK HK 22633721	PO0142379	MEAL/LGL SEMINAR/A CHISM	5.34
OFFICE DEPOT #1079	PO0142379	THERMAL RECEIPT PAPER (50)	64.50
OKLAHOMA CITY 0210A	PO0142379	MEAL/LGL SEMINAR/A CHISM	15.14
PIZZA HUT	PO0142379	MEAL/LGL SEMINAR/A CHISM	35.48
ROCKY MOUNTAIN CHOCOL	PO0142379	MEAL/LGL SEMINAR/A CHISM	7.52
THE LOCAL 10130706	PO0142379	MEAL/LGL SEMINAR/A CHISM	19.57
ZAXBY'S #15501	PO0142379	MEAL (2)/LGL SEMINAR/A CHISM	48.97
<b>LEGAL SERVICES TOTAL</b>			<b>933.66</b>

**FUND 10 DEPT 140 - SAFETY**

ACE HDWE	PO0142379	TRASH CAN/MARKER/NUTS/BOLTS	41.88
ATWOOD 01 ENID	PO0142379	JEANS/SAFETY SHIRT/L ANGUIANO	50.51
UPS (800) 811-1648	PO0142379	SHIPPING FEES	23.29
<b>SAFETY TOTAL</b>			<b>115.68</b>

**FUND 10 DEPT 200 - GENERAL GOVERNMENT**

HOBBY-LOBBY #0008	PO0142379	COMMISSIONER PHOTO FRAMING	47.99
JUMBO FOODS	PO0142379	MEAL/COMMISSION MEETING	394.46
WESTGATE LV RESORT CAS	PO0142379	LODGING (2)/ICSC CONF	595.48
<b>GENERAL GOVERNMENT TOTAL</b>			<b>1,037.93</b>

**FUND 10 DEPT 210 - ACCOUNTING**

APT-USC	PO0142379	APT US&C CONF REG/E CRAWFORD	445.00
SHERATON DOLPHIN HOTEL	PO0142379	LODGING/APT US&C/E CRAWFORD	195.76
WESTERN SIZZLIN	PO0142379	MEAL (6)/INVENTORY TEAM	68.58
<b>ACCOUNTING TOTAL</b>			<b>709.34</b>

**FUND 10 DEPT 250 - INFORMATION TECHNOLOGY**

LIVEPERSON, INC	PO0142379	ONLINE CHAT/COE WEB SITE	159.00
<b>INFORMATION TECHNOLOGY TOTAL</b>			<b>159.00</b>

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**FUND 10 DEPT 350 - CODE ENFORCEMENT**

CONOCO - HILLTOP TRUCK	PO0142379	V723 FUEL/CODE CERTIFICATION/P ANSTEAD	50.00
HILTON ARLINGTON TEXAS	PO0142379	LODGING/CODE TESTING/P ANSTEAD	697.32
INT'L CODE COUNCIL INC	PO0142379	ICC BOOKS (5)	321.23
<b>CODE ENFORCEMENT TOTAL</b>			<b>1,068.55</b>

**FUND 10 DEPT 400 - ENGINEERING**

AMAZON MKTPLACE PMTS	PO0142379	DISPLAY ADAPTERS	28.73
AWWA EVENTS	PO0142379	AWWA CONF REGISTRATION/M KATTA	1,370.00
BOXWOOD TECHNOLOGY	PO0142379	JOB POSTING	495.00
HOLIDAY INN EXPRESS GU	PO0142379	LODGING/OML CONF/J ORTIZ	199.98
KFC C975032	PO0142379	MEAL/OML CONF/J ORTIZ	5.99
PAYPAL *OKLAHOMAMUN	PO0142379	JOB POSTING	10.00
PAYPAL *SGR	PO0142379	JOB POSTING	49.00
SAME NATIONAL	PO0142379	JOB POSTING	300.00
STAPLES 00106633	PO0142379	THUMB DRIVE	17.99
YOURMEMBER-CAREERS	PO0142379	JOB POSTING	349.00
<b>ENGINEERING TOTAL</b>			<b>2,825.69</b>

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

ADVANCED WATER SOLUTIO	PO0142379	FILTER REPLACEMENT	65.70
ALBRIGHT STEEL WIRE EN	PO0142379	REBAR/EXPANSION	671.20
APL* ITUNES.COM/BILL	PO0142379	PDF EXPERT IPAD APP	9.99
BEST WESTERN PLUS GUYM	PO0142379	LODGING/OML CONF/C O'BRIEN	108.15
HUGHES LUMBER COMPANY	PO0142379	DUPLEX NAILS	8.94
INTERSTATE ALL BATTERY	PO0142379	BATTERY	45.00
WAL-MART #4390	PO0142379	COFFEE/TISSUES/WATER	11.78
<b>PUBLIC WORKS MGMT TOTAL</b>			<b>920.76</b>

**FUND 10 DEPT 710 - FLEET MGMT**

BLAZE S BBQ	PO0142379	MEAL/QTR SAFETY MEETING	149.00
WAL-MART #0499	PO0142379	COFFEE	32.53
<b>FLEET MGMT TOTAL</b>			<b>181.53</b>

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

2000 CED	PO0142379	VIDEO CABLE	278.12
ALBRIGHT STEEL WIRE EN	PO0142379	GALVANIZED STEEL	311.27
AMAZON MKTPLACE PMTS	PO0142379	WRISTBANDS/SPINEBOARD/FIRST AID BAG	699.91
AMAZON.COM	PO0142379	PUMP BASKET/GASKET/VALVE ASSEMBLY	760.40
ATWOOD 01 ENID	PO0142379	DRUM FAN/PEDISTAL FAN/MURATIC ACID	618.52
CAFE GARCIA	PO0142379	MEAL (5)/EMP APPRECIATION	76.39
ELLIOTT ELECTRIC SUPPL	PO0142379	CAMERA MOUNTING BOXES	71.79
ENID WINNELSON CO	PO0142379	TEMP CONTROL/HOT WATER TANK/ADAPTER	1,140.40
FASTENAL COMPANY01	PO0142379	EYE NUTS/TAPCON SCREWS/SAFETY PAINT	58.25
FOUR J'S TIRE SERV	PO0142379	V525 TIRES (2)	150.68
HOTSYS OF OKLAHOMA	PO0142379	VACUUM GAUGE	19.02
LESLIES POOLMART #909	PO0142379	CHLORINE/BASKET	280.74
LITTLE CAESARS 0129 00	PO0142379	MEAL (18)/DEPT MEETING	55.40
LOCKE SUPPLY WE ENID	PO0142379	FLUORESCENT LIGHTS	374.82
LOWES #00205*	PO0142379	ROPE/BOLTS/BRUSHES/SCRAPERS/SCREWS	1,200.00
RECREATION SUPPLY COMP	PO0142379	ADOLESCENT SPINE BOARD	330.61
STAPLES 00106633	PO0142379	MONITOR/BATTERY BACKUP/STENCIL KIT	206.55
STUART C IRBY	PO0142379	CABLE CORD GRIPS/ANCHORS/NUTS	87.52
SWIM 2000	PO0142379	LIFEGUARD SWIMSUIT	51.71

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WAKO LLC	PO0142379	V129 WATER TANK	807.45
WAL-MART #0499	PO0142379	POOL CONCESSIONS	142.86
WAL-MART #0499	PO0142379	TRASH CANS (4)/FRAMES	69.50
WM SUPERCENTER #499	PO0142379	MEAL (30)/PARKS EMPLOYEES	119.83
WM SUPERCENTER #499	PO0142379	POOL CONCESSION	121.46
WW STARR LUMBER ENID	PO0142379	NUT DRIVERS/HOSE CLAMPS	18.91
<b>PARKS &amp; RECREATION TOTAL</b>			<b>8,052.11</b>

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

2000 CED	PO0142379	PHOTO CELLS	43.69
ATWOOD 01 ENID	PO0142379	LOCK NUTS	15.92
DOLLAR TREE	PO0142379	CLEANER	4.00
FASTENAL COMPANY01	PO0142379	ALLTHREAD/ANCHORS	103.04
FOUR J'S TIRE SERV	PO0142379	V162 TIRE	397.39
FOUR J'S TIRE SERV	PO0142379	V167 TIRE	25.00
<b>STRMWTR &amp; ROADWAY MAINT TOTAL</b>			<b>589.04</b>

**FUND 10 DEPT 750 - TECHNICAL SERVICES**

3MPRODS SS66381 CREDIT	PO0142379	HIGH INTENSITY PRISMATIC VINYL	522.00
ACCURATE ENVIROMENTAL	PO0142379	CLASS D WASTEWATER/WATER COURSE/L LARUE	50.00
ACE HDWE	PO0142379	CLEANER	16.77
AMAZON MKTPLACE PMTS	PO0142379	COFFEE/GLOVES/LIGHTS	163.27
BB MACHINE & SUPPLY IN	PO0142379	SEALMAST BEARING	85.36
BRADFORD INDUSTRIAL SP	PO0142379	FREON	245.00
CENEX FARMERS 07053606	PO0142379	PROPANE	44.00
CRITICAL COMM	PO0142379	MONTHLY SERVICE 6/17	47.57
DEPT OF ENV QUALITY	PO0142379	RENEWAL WATER/WASTEWATER LICENSES (2)	92.00
ELLIOTT ELECTRIC SUPPL	PO0142379	ELECTRICAL CONNECTORS	224.62
ENID WINNELSON CO	PO0142379	BALL VALVE/ADAPTER	16.26
FASTENAL COMPANY01	PO0142379	GROMMETS	66.62
GRIMSLEY'S, INC.	PO0142379	BATH TISSUE/PAPER TOWEL	297.54
HOBBY-LOBBY #0008	PO0142379	FOAM BOARD	8.97
JACK'S OUTDOOR POWER E	PO0142379	EDGER BELT	13.50
KINNUNEN SALES AND REN	PO0142379	WOOD CONCRETE FLOAT/REBAR/BLADE	116.99
LOCKE SUPPLY WE ENID	PO0142379	CABLE	129.16
LOWES #00205*	PO0142379	HOSES (3)	179.94
MUNN SUPPLY	PO0142379	OXYGEN/ACETALINE	91.14
OREILLY AUTO #0188	PO0142379	V602 BATTERY	99.91
PARTMASTER	PO0142379	ARC PREP ELECTODE	108.03
SQ *SQ *A W BRUEGGEMAN	PO0142379	DRILLED KEYWAY/PREMELTER MIXER	50.00
STUART C IRBY	PO0142379	TAPE/ZIP TIES	272.60
THE UPS STORE 5063	PO0142379	SHIPPING FEES	47.20
WW STARR LUMBER ENID	PO0142379	READY MIX	33.12
<b>TECHNICAL SERVICES TOTAL</b>			<b>3,021.57</b>

**FUND 10 DEPT 900 - LIBRARY**

030 BRAUMS STORE	PO0142379	PROGRAM SUPPLIES	16.11
AMAZON MKTPLACE PMTS	PO0142379	COFFEE/PROGRAM SUPPLIES	890.07
AMAZON.COM	PO0142379	BOOKS (2)	14.63
AMAZON.COM	PO0142379	ENVELOPES	42.06
BAKER & TAYLOR - BOOKS	PO0142379	BOOKS (15)	224.54
BEST OF BOOKS	PO0142379	BOOK	21.00
BRODART SUPPLIES	PO0142379	BOOKS (58)	1,012.34
JUMBO II LLC	PO0142379	PROGRAM SUPPLIES	7.96

**PURCHASING CARD CLAIMS LIST**

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MIDWEST TAPE LLC	PO0142379	DVD (2)	54.98
OKLA 00 OF 00	PO0142379	OLA REGISTRATION (2)	80.00
PAPA JOHN'S #02122	PO0142379	PROGRAM SUPPLIES	101.87
PARK AVENUE THRIFT	PO0142379	PROGRAM SUPPLIES	8.66
RECORDED BOOKS	PO0142379	BOCD	6.95
SQU*SQ *GOSQ.COM WILLI	PO0142379	PROGRAM SUPPLIES	50.00
		<b>LIBRARY TOTAL</b>	<b>2,531.17</b>

**FUND 10 DEPT 955 - CAPITAL ASSETS & PROJECTS**

SQ *SQ *A W BRUEGGEMAN	PO0142379	M-1713A ALUMINUM SIGNS	330.00
		<b>CAPITAL ASSETS &amp; PROJECTS TOTAL</b>	<b>330.00</b>

**FUND 20 DEPT 205 - AIRPORT**

AMAZON MKTPLACE PMTS	PO0142379	LED BULBS	109.98
ATWOOD 01 ENID	PO0142379	SPRAY DYE	34.63
OREILLY AUTO #0174	PO0142379	OIL/FILTER/ANTI-FREEZE	145.71
RAMSEYS WHAT EVER	PO0142379	DOOR LATCH/LOCK/TAPE	5.90
		<b>AIRPORT TOTAL</b>	<b>296.22</b>

**FUND 22 DEPT 225 - GOLF**

SAVE A LOT #24925	PO0142379	SNACKBAR/ST	8.97
ATWOOD 01 ENID	PO0142379	HITCH PINS	9.25
DOWNTOWN THREADS	PO0142379	LOGO SHIRTS (25)	297.95
INT*IN *TECHNOLOGY CON	PO0142379	MICROPHONE CORD/SOUND SYSTEM REPAIR	94.99
JUMBO FOODS	PO0142379	SNACKBAR SUPPLIES	34.48
KMART 3128	PO0142379	PATIO FURNITURE/CLEANER	313.46
LOWES #00205*	PO0142379	HOSES/SPRAY NOZZLE/LIGHT BULBS	149.88
M. E. MILLER TIRE CO.	PO0142379	TRACTOR TIRES	799.70
SUDDENLINK-NAT'L SITE	PO0142379	MONTHLY SERVICE 6/17	79.95
WALGREENS #5531	PO0142379	SNACKBAR SUPPLIES	3.58
		<b>GOLF TOTAL</b>	<b>1,792.21</b>

**FUND 30 DEPT 305 - STREET & ALLEY**

KINNUNEN SALES AND REN	PO0142379	R-1708 SELF LEVELING CAULK	389.74
		<b>STREET &amp; ALLEY TOTAL</b>	<b>389.74</b>

**FUND 31 DEPT 230 - UTILITY SERVICES**

WAL-MART #4390	PO0142379	GATORADE	122.80
WINCHELL'S # 580	PO0142379	MEAL (9)/EMPLOYEE APPRECIATION	8.49
WM SUPERCENTER #4390	PO0142379	COFFEE	29.88
		<b>UTILITY SERVICES TOTAL</b>	<b>161.17</b>

**FUND 31 DEPT 760 - SOLID WASTE**

ACE HDWE	PO0142379	KEYS/SCALE HOUSE	8.34
BB MACHINE & SUPPLY IN	PO0142379	V252 BEARING	185.06
FOUR J'S TIRE SERV	PO0142379	V247 TIRES	402.50
FOUR J'S TIRE SERV	PO0142379	V248 TIRE	402.50
FOUR J'S TIRE SERV	PO0142379	V517 TIRES (2)	805.00
LAMPTON WELDING SUP EN	PO0142379	WELDING LENS/ROD	25.76
WAL-MART #4390	PO0142379	BOTTLED WATER (30 CASES)	105.00
		<b>SOLID WASTE TOTAL</b>	<b>1,934.16</b>

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**FUND 31 DEPT 785 - PUBLIC UTILITIES MGMT**

ACADEMY SPORTS #271	PO0142379	STEEL TOED BOOTS/L MINTZ	89.99
ADVANCED WATER SOLUTIO	PO0142379	FILTER REPLACEMENT/LABOR	114.70
BEST WESTERN PLUS GUYM	PO0142379	LODGING/CDL TRAINING/J GABRIEL	108.15
WAL-MART #4390	PO0142379	COFFEE/TISSUES/WATER	11.76
<b>PUBLIC UTILITIES MGMT TOTAL</b>			<b>324.60</b>

**FUND 31 DEPT 790 - WATER PRODUCTION**

ALLIED ELECTRONICS INC	PO0142379	VFD CABINET FANS	482.49
AMAZON MKTPLACE PMTS	PO0142379	BREAKER	105.50
AUTOMATIONDIRECT.COM	PO0142379	PUMP MOTOR STARTER	367.50
BELL SUPPLY - ENID OK	PO0142379	HEX BUSH	64.56
LOWES #00205*	PO0142379	CAULK	68.40
<b>WATER PRODUCTION TOTAL</b>			<b>1,088.45</b>

**FUND 31 DEPT 795 - WATER RECLAMATION SVS**

DEPT OF ENV QUALITY	PO0142379	WASTEWATER TEST/C PRATHER	62.00
KINNUNEN SALES AND REN	PO0142379	20V IMPACT WRENCHES (3)	807.00
<b>WATER RECLAMATION SVS TOTAL</b>			<b>869.00</b>

**FUND 50 DEPT 505 - 911**

GB'S GRILL & LOUNGE	PO0142379	MEAL/911 MEETING/R SINGLETON	26.95
<b>911 TOTAL</b>			<b>26.95</b>

**FUND 51 DEPT 515 - POLICE**

FOUR J'S TIRE SERV	PO0142379	V2041 TIRES (2)	277.04
FOUR J'S TIRE SERV	PO0142379	V2072 TIRES (4)	411.16
FOUR J'S TIRE SERV	PO0142379	V2091 TIRES (2)	227.04
FOUR J'S TIRE SERV	PO0142379	V2116 TIRES (4)	478.40
FOUR J'S TIRE SERV	PO0142379	V8559 TIRES (2)	417.84
HOBBY-LOBBY #0008	PO0142379	FRAMES/DISPLAY	75.79
JUMBO FOODS	PO0142379	FLOWERS/MEMORIAL DAY	419.50
OKLAHOMA ASSOCIATION O	PO0142379	OACP REGISTRATION (2)	530.00
THE GARAGE OKC	PO0142379	MEALS (4)/HOMICIDE TRIAL	42.93
VETERINARY MEDICAL EXM	PO0142379	EUTHANASIA CERTIFICATION (2)	85.50
<b>POLICE TOTAL</b>			<b>2,965.20</b>

**FUND 65 DEPT 655 - FIRE**

ABM PARKING OKLAHOMA C	PO0142379	AIRPORT PARKING/FIRE ACADEMY/M SCHATZ	78.00
AMAZON MKTPLACE PMTS	PO0142379	EXAM GLOVES/SAFETY GLASSES/CINCH STRAPS	373.29
AMAZON MKTPLACE PMTS	PO0142379	V1031/V1034 ROTARY SWITCH (4)	30.72
AMAZON.COM	PO0142379	EARPLUGS/GATORADE	108.68
ATWOOD 01 ENID	PO0142379	REFRIGERANT/WHEELS/OIL/FILTERS	205.31
CUMMINS PERFORMANC	PO0142379	V1031 EXHAUST BRAKE	219.15
DELTA 0068293092384	PO0142379	LUGGAGE FEE/FIRE ADADEMY/M SCHATZ	25.00
IHOP #3532	PO0142379	MEAL (2)/OSFA CONF	25.00
JUMBO FOODS	PO0142379	BEVERAGES/WATER	23.94
MCDONALD'S F10288	PO0142379	MEAL (2)/FIRE ACADEMY/M SCHATZ	17.92
MONTANA MIKE S STEAKHO	PO0142379	MEAL/OSFA CONF/T DOWERS	31.17
MONTEREYS #528	PO0142379	MEAL/OSFA CONFERENCE/S BARTLEY	29.67
PAINTED HORSE BAR	PO0142379	MEAL (4)/OSFA CONF	63.25
PAYPAL *JOSEPHFAZZI	PO0142379	V1031 HVAC CONTROL	42.20
PAYPAL *SUNMOONPROS	PO0142379	SCBA MASK	79.50
RANEY'S INC.	PO0142379	V1031 DOOR HANDLE	170.21

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SQU*SQ *THE EMERALD HO	PO0142379	LODGING/OSFA CONFERENCE/S BARTLEY	67.40
STAPLES 00106633	PO0142379	FIRE OFFICER CLASS BOOKLETS/COPIES	491.33
UNITED LINEN	PO0142379	SHOP TOWELS	36.68
		<b>FIRE TOTAL</b>	<b>2,118.42</b>

**FUND 99 DEPT 995 - EPTA**

MIGHTYTEXT MIGHTYTEXT	PO0142379	SMS ANNUAL SUBSCRIPTION	39.99
SAFECAR SERVICES	PO0142379	ONLINE TRAINING/M O'BRIEN	15.00
USPS PO 3928270415	PO0142379	SHIPPING FEES	13.30
		<b>EPTA TOTAL</b>	<b>68.29</b>

**JP MORGANCHASE CLAIMS LIST TOTAL \$ 34,940.05**

**City Commission Meeting**

**12.1.**

**Meeting Date:** 06/20/2017

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**SUBJECT:**

**APPROVAL OF CLAIMS IN THE AMOUNT OF \$725,876.21.**

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**Attachments**

Claimslist

JP Morgan Claimslist

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**City Commission Meeting**

15.1.

**Meeting Date:** 06/20/2017

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

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**SUBJECT:**

**CONSIDER APPROVAL OF PRELIMINARY PLANS AND SPECIFICATIONS FOR THE DOWNTOWN HOTEL PER THE MASTER DEVELOPMENT AGREEMENT.**

**BACKGROUND:**

The Enid Economic Development Authority (EEDA) entered into a master development agreement with ENIDBWP, LLC on February 23, 2017. ENIDBWP, LLC submitted 30% preliminary plans and specifications to the EEDA on June 9, 2017. The Main Street Design Committee met on Thursday, June 15, 2017 and approved the design. The Best Western Hotels and Resorts company also approved the plans on June 15, 2017. Final plans and specifications are anticipated to be completed in the mid-August 2017 timeframe. Closing on the downtown EEDA property is expected to occur by August 31, 2017 per the master development agreement. Once closing occurs, construction of the hotel is supposed to occur within 45 days following the closing, provided, however, subject to extension due to Excusable Delay.

**RECOMMENDATION:**

Consider plans and specifications.

**PRESENTER:**

Jerald R Gilbert, City Manager  
Cheryl Denny, Legal Counsel

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**Attachments**

Master Development Agreement  
Revised Design Layout  
Original Design Layout  
30% Design Plans  
Specs and Legend

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**MASTER DEVELOPMENT AGREEMENT**

**by and between**

**THE ENID ECONOMIC DEVELOPMENT AUTHORITY,  
an Oklahoma public trust,**

**and**

**ENIDBWP, LLC,  
an Oklahoma limited liability company**

**Dated as of February 23, 2017**

## MASTER DEVELOPMENT AGREEMENT

This Master Development Agreement (the "Agreement") is dated as of February 23, 2017 (the "Effective Date") by and between the Enid Economic Development Authority, an Oklahoma public trust (the "EEDA"), and ENIDBWP, LLC, an Oklahoma limited liability company (the "Developer", together with the EEDA, the "Parties", and each being a "Party").

### RECITALS

WHEREAS, the City of Enid, Oklahoma, an Oklahoma municipal corporation (the "City"), created the EEDA to facilitate economic development activities in Enid and assist in developing and sustaining businesses to create a strong local economy, as well as focusing on redevelopment to enhance the community;

WHEREAS, the City, in partnership with the EEDA, is committed to the ongoing development of downtown Enid;

WHEREAS, in furtherance of its commitment, the City has solicited proposals for the development, financing, design, construction, and operations of a hotel in downtown Enid;

WHEREAS, on the date hereof, the City approved the Developer as the preferred developer to construct a Best Western Glo Hotel (the "Hotel") on certain real property in downtown Enid and as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Development Property");

WHEREAS, the City will transfer the Development Property to the EEDA promptly subsequent to the satisfaction by the Developer and the EEDA of the conditions precedent set forth in Sections 3.02 and 3.03 of this Agreement but prior to the Closing Date (as defined below); and

WHEREAS, the EEDA desires to incentivize the Developer to construct and operate the Hotel and the Developer desires to accept such incentives in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

## AGREEMENT

### ARTICLE I

#### DEFINITIONS

**Section 1.01. Definitions.** All capitalized terms used in this Agreement shall, unless otherwise defined in the body of this Agreement, have the following meanings:

“Action” shall have the meaning set forth in Section 12.02.

“Affiliate” shall mean a person or entity, which, directly or through one or more intermediaries, owns or controls, or is controlled by or is under common control with the Developer.

“Agreement” shall have the meaning set forth in the Preamble to this Agreement.

“Applicable Laws and Requirements” shall mean any applicable constitution, treaty laws, statutes, ordinances, rules, regulations, orders, or determinations of any Governmental Authority.

“Bill of Sale” shall have that meaning set forth in Section 3.01.

“Cessation of Construction” shall mean a material cessation of actual physical construction activity on the Hotel as determined in the commercially reasonable discretion of the EEDA.

“City” shall have the meaning set forth in the Recitals to this Agreement.

“Closing Date” shall mean the date on which fee simple title to the Development Property is transferred to the Developer pursuant to the Property Conveyance Documents.

“Commencement of Construction” or “Construction Commencement Date” or “Commence Construction” shall mean the date on which on-site construction of the Hotel has commenced, including excavation or pile driving but not including test borings, test pilings, surveys, and similar pre-construction activities.

“Complete Construction” or “Completion of Construction” shall mean the occurrence of either of the following: (1) Substantial Completion of the applicable portion of the Hotel; or (2) the actual opening of the applicable portion of the Hotel.

“Completion Guaranty” shall have the meaning set forth in Section 3.02(g).

“Developer” shall have the meaning set forth in the Preamble to this Agreement.

“Developer Event of Default” shall have the meaning set forth in Section 13.01.

“Development Property” shall have the meaning set forth in the Recitals to this Agreement.

“Economic Incentives” shall mean (1) the Property Conveyance, (2) the Room Occupancy Guarantee Agreement, and (3) the Parking Lot Grant.

“EEDA Event of Default” shall have the meaning set forth in Section 13.02.

“Effective Date” shall have the meaning set forth in the Preamble to this Agreement.

“Environmental Laws” shall mean any Applicable Laws pertaining to human health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq. (“CERCLA”), as amended, the Resource, Conservation and Recovery Act, 42 U.S.C. 6901 et seq. (“RCRA”), the Toxic Substance Control Act, 15 U.S.C. 2601-2671 (“TSCA”), the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, 33 U.S.C. 1251-1387, as amended.

“Excusable Delay” shall mean delays beyond the reasonable control of the Party obligated to perform the applicable term, covenant, condition or provision under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to acts of God, strikes, labor disputes, court injunctions, governmental action, riot, civil commotion, acts of public enemy and casualty, but shall not include delays attributable to financial difficulties of such Party. In the event of an unavoidable delay the affected Party shall promptly notify the other Party in writing and use its commercially reasonable efforts to mitigate and resolve the unavoidable delay as promptly as practical (keeping the other parties informed of the efforts being made to mitigate and resolve the unavoidable delay); *provided* that, Excusable Delay shall extend the time of performance of all such duties impacted by the unavoidable delay. Excusable Delay shall begin on the day following the date on which the affected Party notifies the other Party in writing and shall thereafter extend until such date on which the event which has caused the Excusable Delay has been materially corrected or substantially performed, or reasonably should have been materially corrected or substantially performed, given commercially reasonable efforts.

“Fair Market Value” shall mean (a) the fair market value of the Development Property and all improvements thereon as agreed to by the EEDA and the Developer or (b) if the EEDA and the Developer are unable to so agree, the average of the fair market values of the Development Property and all improvements thereon as determined by two MAI licensed appraisers one appointed by the EEDA and the other appointed by the Developer, each of which shall have significant experience in valuing operating hotels in the State of Oklahoma and shall be instructed to use standard valuation procedures. In the event the lower appraisal is not greater than or equal to ninety percent (90%) of the higher appraisal, then the two appraisers shall select a third appraiser with similar experience and qualifications to render an opinion as to the fair market value of the Development Property. The closer of the first two appraisals to the third appraisal shall be averaged with the third appraisal and that average shall be deemed to be the fair market value of the Development Property. Each of the EEDA and the Developer shall be responsible for the expenses of its appraiser and one-half of the expenses of the third appraiser. The determination of the fair market value of the Development Property shall be final and binding on the EEDA and the Developer.

“Governmental Authorities” shall mean any of the United States of America, the State of Oklahoma, the county, city, and any other municipality or political subdivision in which the Hotel is located or that otherwise has jurisdiction thereof, and any agency, department, commission, board, bureau or instrumentality of any of them.

“Guarantor Parties” shall mean, collectively or individually as the context may require: (a) Aston Management Company, an Oklahoma corporation and the owner of all of the outstanding equity interests of the Developer, and (b) Dr. Atul Patel, the owner of all of the outstanding equity interests of Aston Management Company.

“Hotel” shall have the meaning set forth in the Recitals to this Agreement.

“Indemnified Parties” shall have the meaning set forth in Section 12.01.

“Parking Lot” shall have the meaning set forth in Section 4.02.

“Parking Lot Grant” shall have the meaning set forth in Section 5.01.

“Permitted Exceptions” shall have the meaning set forth in Section 3.04(e).

“Plans and Specifications” shall mean, collectively, the schematic drawings, the design development drawings, and the construction plans and specifications prepared for the development of the Hotel, and “Preliminary Plans and Specifications” shall mean, collectively, the schematic drawings and the design development drawings.

“Pre-Completion Repurchase Event” shall mean the occurrence of either (a) a Cessation of Construction at anytime following the Commencement of Construction for a period of forty-five (45) consecutive days, as will be extended for any Excusable Delay, or (b) the Developer publicly announces that it is going to cease further development and construction of the Hotel.

“Post-Completion Repurchase Event” shall mean (a) within ten (10) years following the date of Completion of the Hotel, the Hotel ceases to be branded as a Best Western Glo Hotel, or otherwise maintain the rights to a “flag” of comparable quality as determined by the EEDA in its sole and absolute discretion after consideration of industry standards; or (b) within fifteen (15) years following the date of Completion of the Hotel, the Property ceases to be used and operated as a hotel.

“Property Conveyance” shall have the meaning set forth in Section 3.01.

“Property Conveyance Documents” shall mean the Bill of Sale and the Special Warranty Deed.

“Repurchase Closing” shall have the meaning set forth in Section 3.04(c).

“Repurchase Deed” shall have the meaning set forth in Section 3.04(g)(i).

“Repurchase Event” shall mean a Pre-Completion Repurchase Event or a Post-Completion Repurchase Event.

“Repurchase Purchase Price” shall have the meaning set forth in Section 3.04(b).

“Room Occupancy Guarantee Agreement” shall have the meaning set forth in Section 11.03.

“Repurchase Right” shall have the meaning set forth in Section 3.04(a).

“Special Warranty Deed” shall have the meaning set forth in Section 3.01.

“Substantial Completion” shall mean the substantial completion of construction of the Hotel in accordance with the approved Plans and Specifications with the exception of minor details of construction, installation, decoration, or mechanical adjustments and other such punch list items that can reasonably expected to be completed within thirty (30) days, such that a final certificate of occupancy with respect to the Development Property can be issued by the relevant Governmental Authority.

“Survey” shall mean an ALTA/NSPS Land Title Survey certified to the EEDA, Developer, Developer’s lender, and the Title Company as having been made in accordance with the 2016 minimum standards as adopted by the American Land Title Association and the National Society of Professional Surveyors, which Survey shall be prepared by a registered land surveyor selected by the EEDA and approved by the Developer in its reasonable discretion.

“Title Commitment” shall mean a written commitment covering the Development Property issued by the Title Company, showing all matters affecting title to the Development Property and binding such Title Company to issue an owner’s policy of title insurance on the standard form of policy used in the State of Oklahoma in an amount to be agreed upon by the EEDA and the Developer and with such endorsements as the Developer or its lender may reasonably require.

“Title Company” shall mean a title company that is selected by the EEDA and approved by the Developer in its reasonable discretion.

“Transfer” shall have the meaning set forth in Section 14.03.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

**Section 2.01. Representations and Warranties of the Developer.** The Developer hereby represents and warrants to the EEDA that:

(a) the Developer is a limited liability company duly organized and validly existing under the laws of Oklahoma.

(b) the Developer has full power, authority, and legal right to execute, perform, and timely observe all of the provisions of this Agreement and the Developer’s execution, delivery, and performance of this Agreement have been duly authorized.

(c) this Agreement constitutes a valid and binding obligation of the Developer and does not and will not constitute a breach of or default under the formation or internal governing documents of the Developer or the terms, conditions, or provisions of any law, order, rule, regulation, judgment, decree, agreement, or instrument to which the Developer is a party or by which it or any of its assets is bound or affected.

(d) the Developer shall, at its own expense, keep in full force and effect its legal existence and the permits and the rights required for it timely to observe all of the terms and conditions of this Agreement.

(e) there is no litigation or proceeding pending or threatened against the Developer or its affiliates that could adversely affect the validity of this Agreement or the ability of the Developer to comply with its obligations under this Agreement.

(f) the Developer is not currently in breach of any of its covenants set forth in this Agreement.

(g) the execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing. To its knowledge, the Developer is not in default of its obligations under any other agreement, and the execution and performance of the Developer's obligations hereunder will not constitute a default under any agreement to which the Developer is a party.

(h) there has been no material adverse change in the business, financial position, prospects or results of operations of the Developer which could affect the Developer's ability to perform its obligations pursuant to this Agreement.

(i) no consent or approval is required to be obtained from, and no action need to be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by the Developer of this Agreement, except that it is understood that Developer will require applicable building permits and zoning approvals.

(j) except as otherwise provided herein, the Developer has no reason to believe that all governmental permits and licenses required by applicable law to construct, occupy and operate the Hotel will not be issued in a timely manner in order to permit the Hotel to be constructed pursuant to this Agreement.

**Section 2.02. Representations and Warranties of the EEDA.** The EEDA hereby represents and warrants to the Developer that:

(a) the EEDA is an Oklahoma public trust.

(b) the EEDA has full power, authority, and legal right to execute, perform, and timely observe all of the provisions of this Agreement and the EEDA's execution, delivery, and performance of this Agreement have been duly authorized.

(c) this Agreement constitutes a valid and binding obligation of the EEDA and does not constitute a breach of or default under the formation or internal governing documents of the EEDA or the terms, conditions, or provisions of any law, order, rule, regulation, judgment, decree, agreement, or instrument to which the EEDA is a party or by which it or any of its assets is bound or affected.

(d) the EEDA shall, at its own expense, keep in full force and effect its legal existence and the permits and rights required for it timely to observe all of the terms and conditions of this Agreement.

(e) there is no litigation or proceeding pending or threatened against the EEDA or the City that could adversely affect the validity of this Agreement or the ability of the EEDA to comply with its obligations under this Agreement.

(f) the EEDA is not currently in breach of any of its covenants set forth in this Agreement.

(g) the execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any organizational restriction, agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(h) there has been no material adverse change in the business, financial position, prospects or results of operations of the EEDA which could affect the EEDA's ability to perform its obligations pursuant to this Agreement.

(i) no consent or approval is required to be obtained from, and no action need to be taken by, or document filed with, any body or entity in connection with the execution, delivery and performance by the EEDA of this Agreement.

(j) except as otherwise provided herein, the EEDA has no reason to believe that all governmental permits and licenses, if any, required by the Developer pursuant to applicable law to construct, occupy and operate the Hotel will not be issued in a timely manner in order to permit the Hotel to be constructed pursuant to this Agreement.

### **ARTICLE III**

#### **CONVEYANCE OF THE DEVELOPMENT PROPERTY, REVERSION RIGHTS AND REPURCHASE RIGHT**

**Section 3.01.** (a) **Conveyance of the Development Property.** Upon satisfaction of the conditions precedent set forth in Sections 3.02 and 3.03 and pursuant to a bill of sale ("Bill of Sale") and a special warranty deed ("Special Warranty Deed"), each in a form mutually agreeable to the Parties, the EEDA shall sell, and the Developer shall purchase, the Development Property for the sum of One and No/100 Dollars (\$1.00) (the "Property Conveyance").

(b) **Transactions at the Closing.** The following transactions and deliveries shall take place at the Closing:

(i) **Deliveries.** The EEDA shall execute and deliver the Special Warranty Deed and the Bill of Sale.

(ii) **Title Insurance.** The EEDA shall cause the Title Company to endorse the Title Commitment to be effective as of recordation of the Special Warranty Deed and issue a policy of title insurance on the Development Property, insuring fee simple marketable title in the Developer, free and clear of all liens and encumbrances with no exceptions to coverage other than Permitted Exceptions.

(iii) **Payment.** The Developer shall pay the purchase price to the EEDA by certified check, cashier's check, wire transfer, or other immediately available funds.

**Section 3.02. Conditions Precedent to Conveyance of Development Property.** Prior to the conveyance of the Development Property from the EEDA to the Developer, the following conditions must be satisfied by the Developer for the benefit of the EEDA or waived in writing by the EEDA:

(a) Provide the EEDA with a construction budget, construction timeline and contractor reasonably satisfactory to the EEDA;

(b) Provide the EEDA with evidence reasonably satisfactory to the EEDA that the Developer has obtained financing reasonably necessary to complete and sustain operations of the Hotel until the fifth anniversary of the Completion of Construction;

(c) Provide the EEDA with design schematics satisfactory to the EEDA, in its sole discretion (but with input and advice from the Main Street Enid Design Committee);

(d) Provide the EEDA with evidence that the Developer has rights to the Best Western Glo flag in Enid, Oklahoma;

(e) Provide the EEDA with evidence that the Developer has entered into a Franchise License Agreement with Best Western with respect to the Hotel and that all conditions precedent to such agreement have been satisfied to the extent that such conditions precedent are able to be satisfied prior to the Property Conveyance;

(f) Provide the EEDA with evidence that the Developer has entered into a Management Agreement with another party (whether or not an Affiliate of the Developer) and that the terms of such agreement are reasonably satisfactory to the EEDA;

(g) Execute, or cause to be executed, the Bill of Sale, the Room Occupancy Guarantee Agreement, a letter agreement regarding the Parking Lot Grant, and a completion guaranty to be executed by the Developer (the "Completion Guaranty"), each in a form mutually agreeable to the Parties and the Completion Guaranty will also be executed by the Guarantor Parties; and

(h) Satisfy such other conditions as may be reasonably necessary to satisfy the EEDA that the Developer is able to begin construction of the Hotel within forty-five (45) days of

the Closing Date and is capable of completing construction of the Hotel within the budget and timeline provided under clause (a) above, and thereafter and operating the Hotel.

If the conditions set forth in this Section 3.03 are not satisfied by the Developer on or prior to August 31, 2017, the EEDA will provide written notice to the Developer describing in reasonable detail any objections that EEDA has to the satisfaction of the conditions precedent in this Section 3.02. Thereafter, the Developer will have thirty (30) days to cure such objections. If the Developer is unable to cure objections of the EEDA within such curative period, the EEDA may, at its option (a) waive any such objections; or (b) extend the time of the Developer to cure such objections for a period reasonably required for the Developer to complete the same with reasonable diligence; or (c) revoke its right and obligations under this Agreement by giving notice to the Developer in which case this Agreement shall automatically terminate and neither Party shall owe any further obligations to the other hereunder. The Developer shall use its commercially reasonable efforts to cure any objections identified by EEDA.

**Section 3.03. Conditions Precedent to Receipt of Development Property.** Prior to the conveyance of the Development Property from the EEDA to the Developer, the following conditions must be satisfied by the EEDA for the benefit of the Developer or waived in writing by the Developer:

(a) EEDA shall execute or cause to be executed the Room Occupancy Guarantee Agreement in a form mutually agreeable to the Parties;

(b) EEDA shall have provided, in form and substance satisfactory to Developer in its reasonable discretion, the Title Commitment and Survey with respect to the Development Property, and Developer shall have approved the environmental condition of the Development Property;

(c) EEDA shall execute the documents in the form and substance satisfactory to Developer in its reasonable discretion, evidencing the obligation of EEDA to pay the Parking Lot Grant in accordance with the terms and provisions of this Agreement, to support Developer's application for a variance of the parking zoning requirement (if applicable) and to use its best efforts to secure additional parking for the Hotel from the City on a non-exclusive basis as provided in Section 4.03 hereof; and

(d) EEDA shall have approved the final Plans and Specifications, Developer shall have procured the applicable building permits and Best Western shall have approved the design of the Hotel as a "GLO Hotel".

If the conditions set forth in this Section 3.03 are not satisfied by the EEDA on or prior to August 31, 2017, the Developer will provide written notice to the EEDA describing in reasonable detail any objections that Developer has to the satisfaction of the conditions precedent in this Section 3.03. Thereafter, the EEDA will have thirty (30) days to cure such objections. If the EEDA is unable to cure objections of the Developer within such curative period, the Developer may, at its option (a) waive any such objections; or (b) extend the time of the EEDA to cure such objections for a period reasonably required for the EEDA to complete the same with reasonable diligence; or (c) revoke its right and obligations under this Agreement by giving notice to the EEDA in which case this Agreement shall automatically terminate and neither Party shall owe any further obligations to

the other hereunder. The EEDA shall use its commercially reasonable efforts to cure any objections identified by Developer.

**Section 3.04. Reversion Rights.** Notwithstanding anything to the contrary in the Special Warranty Deed, if the Developer fails to cause the Commencement of Construction of the Hotel on or before the date that is forty-five (45) days following the Closing Date and such failure is not the result of an Excusable Delay, then the estate vested in the Developer by the Special Warranty Deed shall at once and automatically terminate and title to the Development Property (and all improvements to the Development Property) shall revert to the EEDA or its successors or assigns.

**Section 3.05.**

(a) **Repurchase Right.** The EEDA shall have the right to purchase the Development Property upon the occurrence of a Repurchase Event (the "Repurchase Right"). The EEDA may exercise its Repurchase Right by providing written notice of its election to the Developer within one hundred twenty (120) days following the occurrence of a Repurchase Event. The EEDA may revoke its exercise of the Repurchase Right at any time before the Repurchase Closing of the Repurchase Right by giving the Developer written notice of such revocation, in which case, the EEDA will pay all costs and expenses incurred in connection with the terminated Repurchase Closing. Upon exercise of the Repurchase Right, the Developer shall sell the Development Property to the EEDA for the consideration and on the terms provided in this Section 3.04 and free and clear of all liens and encumbrances but subject to the Permitted Exceptions.

(b) **Repurchase Purchase Price.** Upon exercise of the Repurchase Right, the Developer shall sell the Development Property to the EEDA for a purchase price determined as follows (the "Repurchase Purchase Price"):

(i) With respect to a Pre-Completion Repurchase Event, the purchase price shall be equal to the sum of 100% of the third-party costs and expenses incurred by the Developer and directly related to the development and construction of the Hotel as of the date of the EEDA's exercise of the Repurchase Right, as evidenced by documentation submitted to, and reasonably satisfactory to, the EEDA. Without limiting the preceding, it is recognized and agreed that the third-party costs will include all franchise fees and costs as well as all hard and soft costs incurred with respect to this Agreement, the preparation of the Plans and Specifications and in the development and construction of the Hotel and the Parking Lot, as applicable.

(ii) With respect to a Post-Completion Repurchase Event, the purchase price shall be equal to the Fair Market Value of the Development Property and all improvements thereon.

(c) **Repurchase Closing.** The transactions contemplated by this Section 3.05 shall close on the date which is sixty (60) days after exercise of the Repurchase Right or on such other date and at a place that as is mutually agreeable to the EEDA and the Developer (the "Repurchase Closing").

(d) **Commitment for Title Insurance.** The Developer shall furnish the Survey and Title Commitment and copies of documentation of all matters listed as exceptions to title (“Exception Documents”) to the EEDA within thirty (30) days after the EEDA exercises the Repurchase Right.

(e) **Objections by the EEDA.** The EEDA shall have a period of twenty (20) days following receipt of the last of the Survey and Title Commitment (including Exception Documents) within which to advise the Developer of any objections it has to the Survey or Title Commitment. Any matters not so objected to by the EEDA shall be deemed to be “Permitted Exceptions”. The Developer shall use its commercially reasonable efforts to cure such objections to the reasonable satisfaction of the EEDA prior to the Repurchase Closing; *provided* any exceptions to the Title Commitment or matters appearing on the Survey at the time of the Closing of the conveyance of the Development Property to Developer will be deemed Permitted Exceptions with respect to the Repurchase Closing. If the Developer is unable to cure objections noted by the EEDA at the Repurchase Closing, the EEDA may, at its option (a) waive any such defects; or (b) extend the time of the Repurchase Closing for a period reasonably required for Developer to cure such defects; or (c) revoke its exercise of the Repurchase Right by giving notice to the Developer. The Developer shall use its commercially reasonable efforts to cure any title defects and shall be required to take such actions to remove any mortgages, security interests, liens, encumbrances or similar charges.

(f) **Default.** In the event the Developer fails to perform any of its obligations under this Section 3.05, after the expiration of the notice and cure period as set forth in Section 13.01(i), the EEDA may, at its exclusive option: (a) waive any such defaults; (b) revoke its exercise of the Repurchase Right by giving notice to the Developer prior to the Repurchase Closing; or (c) enforce specific performance of the Repurchase Right against the Developer. Either party shall be entitled to actual damages for the other's willful failure to perform its obligations under this Section 3.05 and each party waives the right to seek special, consequential or punitive damages.

(g) **Transactions at the Repurchase Closing.** The following transactions and deliveries shall take place at the Repurchase Closing:

(i) **Deliveries.** The Developer shall execute and deliver a special warranty deed (the “Repurchase Deed”) substantially similar to the Special Warranty Deed and otherwise reasonably acceptable to the EEDA and the Developer and in recordable and customary form conveying the Development Property to the EEDA.

(ii) **Title Insurance.** The Developer shall cause the Title Company to endorse the Title Commitment to be effective as of recordation of the Repurchase Deed and issue a policy of title insurance on the Development Property, insuring fee simple marketable title in the EEDA, free and clear of all liens and encumbrances with no exceptions to coverage other than Permitted Exceptions.

(iii) **Payment.** The EEDA shall pay the Repurchase Price to the Developer by certified check, cashier’s check, wire transfer, or other immediately available funds.

(h) **Expenses.** The costs of the Title Commitment, title insurance policy, Survey, transfer taxes, recording the Deed, and closing the transaction contemplated hereby with the Title Company or its closing agent shall be split equally between the Developer and the EEDA and each party shall be responsible for its own attorneys' fees.

(i) **Subsequent Sales.** In the event that the EEDA does not elect to exercise its Repurchase Right within time prescribed in this Section 3.05, or otherwise provides written notice to the Developer that the EEDA elects not to purchase the Property following a Repurchase Event, then, subject to the terms of the Special Warranty Deed and this Section 3.05, the Developer may sell the Development Property to a third-party purchaser; *provided, however*, that if the terms and conditions of the offer to sell the Development Property to a third-party purchaser result in a purchase price lower than the Repurchase Purchase Price required under Section 3.05(b), or otherwise contains terms more favorable to such third-party purchaser than those terms provided to the EEDA under this Section 3.05, then the Developer must first re-offer to sell the Development Property to the EEDA on the same terms and conditions as the Developer would agree to sell the Development Property to such third-party purchaser. The EEDA shall have thirty (30) business days to accept or reject such offer, and if accepted, the Repurchase Closing of such purchase shall otherwise be in accordance with this Section 3.05.

#### ARTICLE IV

### **DEVELOPER'S OBLIGATIONS AND MINIMUM SPECIFICATIONS**

#### **Section 4.01. Construction of the Hotel.**

(a) The Developer agrees to design, develop and construct the Hotel on the Development Property. The Hotel shall meet the following minimum requirements:

(i) the approximate aggregate square footage of the Hotel shall not be less than fifty thousand (50,000) square feet;

(ii) there shall not be less than ninety (90) Hotel guest rooms;

(iii) the Hotel shall not exceed four (4) stories tall;

(iv) the Hotel shall offer all of the amenities of a Glo Hotel, including, but not limited to, automated teller machine (ATM), baggage storage, lounge (reasonably available for use throughout the day and evening), complimentary beverage area, complimentary breakfast area, coin laundry, and safety deposit box;

(v) the Hotel shall offer business services of a business center with customary equipment, express mail, fax, meeting rooms (including a boardroom type meeting room), photo copying service, printer, and computers;

(vi) the Hotel shall offer fitness and recreation services of fitness center;

(vii) the Hotel shall offer an indoor swimming pool;

(viii) the Hotel facade shall be designed to complement the historical architecture of the downtown Enid area; and

(ix) at the EEDA's sole option and cost, the Hotel design shall include a covered pedestrian walkway connecting the Hotel to the Enid Event Center and Convention Hall. If the EEDA elects that the Hotel design include a pedestrian walkway, then the parties will reasonably agree upon any easements or other agreements governing the use and security of the walkway, which will be at the EEDA's sole cost and expense.

(b) The Developer agrees to Commence Construction of the Hotel not later than forty-five (45) days following the Closing Date or such later date as may be agreed to by the EEDA, provided, however, subject to extension due to Excusable Delay. The Developer agrees to diligently pursue and proceed with the Completion of Construction of the Hotel following the Commencement of Construction. The Developer further agrees that Completion of Construction of the Hotel will be completed in not more than twenty four (24) months from the Commencement of Construction of the Hotel, subject to extension due to Excusable Delay. Upon the Completion of Construction of the Hotel, the Developer shall submit to the EEDA such documents as EEDA may reasonably request to evidence Completion of Construction of the Hotel.

(c) The Developer agrees in the event that it fails to materially comply with the requirements of this Article IV after the expiration of the applicable notice and cure periods, then the EEDA may, in its reasonable discretion, declare such failure a Developer Event of Default pursuant to Article XIII of this Agreement and pursue the remedies available to the EEDA pursuant to Article XIII, including, without limitation, declaring a Pre-Completion Repurchase Event or exercising any of the specific remedies set forth in Section 13.03.

#### **Section 4.02. Construction of Parking Lot.**

(a) The Developer shall design, develop and construct a surface parking lot adjacent to the Hotel on the Development Property (the "Parking Lot") that meets the following minimum requirements:

(i) the Development Property shall not contain less than 90 parking stalls, which shall comply with the City's one-to-one zoning requirement for hotel parking and any requirements imposed by the Best Western Brand Standards for a Best Western Glo Hotel; provided that the number of parking stalls may not comply with the zoning requirement if Developer obtains a variance from the zoning requirement;

(ii) the Parking Lot shall provide lighting and security gate access as reasonably agreed by the parties; and

(iii) the Parking Lot shall be constructed in accordance with Applicable Laws and Requirements.

(b) The Developer shall Commence Construction of the Parking Lot in conjunction with or within twelve (12) months of Commencing Construction of the Hotel, subject to extension due to Excusable Delay. The Developer further agrees that Completion of

Construction of the Parking Lot shall be completed on or before the Completion of Construction of the Hotel, subject to extension due to Excusable Delay.

**Section 4.03. Additional Hotel Parking.** The Developer and the EEDA acknowledge that the City has a one-to-one zoning requirement for hotel parking but the Development Property may not permit construction of the Hotel and the Parking Lot of sufficient size to comply with this zoning requirement. In the event the Parking Lot is not able to comply with this zoning requirement, then the EEDA shall support an application by the Developer for a variance from the zoning requirement and the EEDA shall use its best efforts to procure additional parking for the Hotel from the City on a non-exclusive basis.

## ARTICLE V

### THE PARKING LOT GRANT

**Section 5.01. The Parking Lot Grant.** The EEDA shall provide the Developer with a \$200,000 grant to offset the cost of constructing the Parking Lot (the "Parking Lot Grant").

**Section 5.02. Payment of Parking Lot Grant to Developer.** The EEDA shall pay the Parking Lot Grant to the Developer in whole within thirty (30) days following the Completion of Construction of the Parking Lot.

**Section 5.03. Ownership and Maintenance of Parking Lot.** The Developer shall own the Parking Lot and shall provide all maintenance for the Parking Lot.

**Section 5.04. Funding Sources.** The Developer acknowledges that the EEDA and/or the City may apply for funding for the Parking Lot Grant through federal, state, regional or local grant funding sources and agrees to assist, at no cost to the Developer, in the application process and provide all information reasonably requested by the EEDA and/or the City to complete the application; provided that it is expressly agreed that any such applications will not delay the payment described in Section 5.02.

## ARTICLE VI

### COOPERATION BETWEEN THE PARTIES

**Section 6.01.** After the Effective Date of this Agreement, representatives of the Developer and the EEDA shall begin meeting at least monthly for the purpose of coordinating and implementing the terms of this Agreement. The EEDA and the Developer shall use their respective best efforts to facilitate an expeditious process on all matters relating to the development of the Hotel.

## ARTICLE VII

### COMPLIANCE WITH APPLICABLE LAWS AND REQUIREMENTS

**Section 7.01. General.** The Developer shall comply with all Applicable Laws and Requirements, including without limitation, all of the City's ordinances, rules and procedures in connection with planning, developing, constructing and operating or causing the operation of the Hotel.

**Section 7.02. Permits and Approvals.** The Developer shall obtain and comply with all necessary permits, licenses, consents, approvals, and other authorizations required from Governmental Authorities, including those required by Environmental Laws, and pay all fees, impositions, and other changes in connection therewith.

**Section 7.03. Records.** The Developer shall provide the EEDA with such additional information as the EEDA may reasonably request concerning the Developer, or the design, construction and operation of the Hotel.

## ARTICLE VIII

### DESIGN OF THE HOTEL

**Section 8.01. General.** The Developer shall be responsible for the design of the Hotel, subject to the EEDA's right of review and approval in accordance with this Article.

**Section 8.02. Conformance with Design of Event Center.** The Developer shall design the exterior of the Hotel and use such construction materials for the Hotel that will complement the historic architecture of the downtown Enid area.

**Section 8.03. Review and Approval of Preliminary Plans and Specifications.** The Developer shall provide the EEDA with Preliminary Plans and Specifications for the Hotel within forty-five (45) days of the Effective Date, subject to extension due to Excusable Delays. The EEDA shall review such Preliminary Plans and Specifications to determine whether they are satisfactory to the EEDA, in its sole discretion but with input and advice from the Main Street Enid Design Committee. The EEDA shall provide the Developer with its written approval or objections to the Preliminary Plans and Specifications within forty-five (45) days of the EEDA's receipt of the Preliminary Plans and Specifications. Failure of the EEDA to provide its approval or objections to the Preliminary Plans and Specifications within such period shall be deemed as approval by the EEDA of the Preliminary Plans and Specifications. In the event the EEDA has objections to the Preliminary Plans and Specifications, the EEDA shall provide a written notice of such objections and its specific demands of modification to the Preliminary Plans and Specifications. The Developer shall thereafter modify the Preliminary Plans and Specifications to respond to the demands of the EEDA and shall submit the Preliminary Plans and Specifications to the EEDA for final approval.

**Section 8.04. Review and Approval of Final Plans and Specifications.** Upon approval of the Preliminary Plans and Specifications, the Developer shall provide the EEDA with final

Plans and Specifications for the Hotel within 30 days of the approval of the Preliminary Plans and Specifications, subject to extension due to Excusable Delays. The EEDA shall review such Plans and Specifications to determine whether they are in substantial conformance with the Preliminary Plans and Specifications, the ordinances of the City and this Agreement and shall provide the Developer with its approval or objections to the Plans and Specifications within thirty (30) days of the EEDA's receipt of the final Plans and Specifications. Failure of the EEDA to provide its approval or objections to the Plans and Specifications within such period shall be deemed as approval by the EEDA of the final Plans and Specifications. In the event the EEDA has reasonable objections to the final Plans and Specifications, the EEDA shall provide a written notice of such objections detailing its specific demands of modification to the Plans and Specifications. The Developer shall thereafter modify the final Plans and Specifications to respond to the demands of the EEDA and furnish to the EEDA drafts of the final Plans and Specifications.

**Section 8.05. Incorporation of Final Plans.** All final Plans and Specifications for the Hotel shall be presented to the EEDA for approval and incorporated into this Agreement by addendum. Incorporation of the final Plans and Specifications may occur administratively, as approved by EEDA staff, and no action of the EEDA will be required to incorporate the final Plans and Specifications into this Agreement.

## ARTICLE IX

### CONSTRUCTION

**Section 9.01. General.** The Developer will diligently proceed with the construction of the Hotel according to the Plans and Specifications which are approved by the EEDA pursuant to Article 8, subject only to an Excusable Delay.

**Section 9.02. Progress Reports.** From the Effective Date through the Commencement of Construction, the Developer shall meet with representatives of the EEDA and provide written progress reports to the EEDA on a monthly basis for the purposes of reporting upon the progress of the design of the Hotel. In order to enable the EEDA to monitor the Developer's compliance with this Agreement following the Commencement of Construction, the Developer shall meet with representatives of the EEDA and provide written progress reports to the EEDA on a monthly basis for the purposes of reporting upon the progress of the construction of the Hotel. The Developer shall promptly notify the EEDA of the occurrence of an Excusable Delay. Such monthly and monthly reports shall be in such form ns may be reasonably agreed to by the EEDA and the Developer.

**Section 9.03. Inspections.** In order to enable the EEDA to monitor the Developer's compliance with this Agreement, the Developer agrees to permit the EEDA, or its designees, to inspect and observe the construction of the Hotel in order to ascertain and determine that the standards of the EEDA and the terms of this Agreement have been met. The frequency and level of inspections shall be determined by the EEDA and subject to the reasonable approval of the Developer in order that such inspections will not unreasonably interfere with or delay the Developer or its agents and contractors in the construction of the Hotel. If the Hotel is not being constructed in any material respect in accordance with this Agreement, after consulting with the

Developer, the EEDA may deliver written notice to the Developer and the Developer shall promptly correct such deficiencies. The right of inspection under this Section 9.03 shall not limit the rights of the EEDA to inspect the Hotel in conjunction with any permits issued for the construction of the applicable portion of the Hotel pursuant to Applicable Laws and Requirements.

**Section 9.04. Changes.** No material change to the approved Plans and Specifications shall be permitted without the prior written consent of the EEDA; *provided, however*, that Developer may alter the final Plans and Specifications without EEDA's approval so long as such change orders, either singularly or in the aggregate: (a) do not alter the exterior of the Hotel in any respect, (b) do not result in a failure of the Hotel to meet the minimum requirements described in Section 4.01(a), or (c) could not reasonably be expected to result in Completion of Construction being delayed past the time period described Section 4.01(b). The Developer must provide written notice to the EEDA of any material changes in the Plans and Specifications, regardless of whether EEDA approval is required for such changes. Any approval required by EEDA shall be accomplished on an administrative basis and in a time and manner as will not delay the construction of the Hotel

**Section 9.05. Utility Relocation.** The Parties agree that all costs that are not paid by the appropriate utility company associated with relocating any existing utilities from any existing public or private easement on or contiguous to the Development Property or Parking Lot as a result of construction of the Hotel shall be paid by the Developer.

**Section 9.06.** [Intentionally Omitted]

**Section 9.07. Insurance.** During the performance of its obligations under this Agreement, the Developer shall cause the Hotel to be continuously insured against such risks and in such amounts, with such deductible provisions, as are customary in connection with the construction and operation of facilities of comparable type and size, and such other insurance coverage as may be as may be reasonably requested by the EEDA and agreed by Developer prior to Closing.

## **ARTICLE X**

### **OPERATION OF COMPLETED HOTEL**

**Section 10.01. Hotel and Parking Lot.** The Hotel and the Parking Lot shall be owned and operated by the Developer and unless otherwise agreed by the EEDA which agreement will not be unreasonably withheld, conditioned or delayed, the Hotel and Parking Lot shall be managed by the Developer or an Affiliate of Developer.

**Section 10.02. Attraction of Business.** The Developer and the EEDA shall cooperate with the other with respect to opportunities to enhance continuing efforts to attract hotel patronage, business travelers and larger meetings and conventions to the Hotel. Except as specifically set forth in the Room Occupancy Guarantee Agreement, neither the Developer nor the EEDA shall have liability to the other for the failure of the Hotel or any other part of the

Hotel to attract hotel patronage, business travelers and larger meetings and conventions to the Hotel.

## ARTICLE XI

### ECONOMIC DEVELOPMENT INCENTIVES

**Section 11.01. Economic Development Incentives Dedicated to the Hotel.** The EEDA agrees to dedicate the economic development incentives provided in this Article XI to the Hotel and the Developer subject to the terms and conditions of this Agreement.

**Section 11.02. Conveyance of the Development Property.** On the Closing Date, the EEDA shall sell and convey the Development Property to the Developer as provided in Article III of this Agreement. In the event the Property Conveyance has not closed by August 31, 2017, the EEDA, in its sole discretion, may terminate this Agreement and other documents executed in connection herewith, if any, and award the development rights and economic development incentives described herein to another developer.

**Section 11.03. Room Occupancy Guarantee.** On the Closing Date, the EEDA and the Developer shall execute that certain Room Occupancy Guarantee Agreement (the "Room Occupancy Guarantee Agreement"), in a form agreeable to the Parties, pursuant to which, the EEDA shall provide to the Developer an annual forty percent (40%) occupancy guarantee for a period of five (5) years.

**Section 11.04. Parking Lot Grant.** The EEDA shall provide the Developer with the Parking Lot Grant as provided in Article V of this Agreement.

**Section 11.05. No Additional Economic Development Incentives.** The Developer shall not seek (a) any additional public assistance from the City or the EEDA for the Hotel or (b) any additional public assistance from any other source for the Hotel to the extent that obtaining such assistance would reasonably be expected to delay Commencement of Construction or Completion of Construction of the Hotel.

## ARTICLE XII

### INDEMNIFICATION AND RELEASE

**Section 12.01. Indemnity.** Each Party agrees to indemnify and hold the other Party and its equity owners, directors, officers, managers, employees, agents and independent contractors and consultants (collectively, the "Indemnified Parties") harmless from and against any and all suits, claims, costs of defense, damages injuries, liabilities, costs and/or expenses, including court costs and reasonable attorneys fees and expenses directly resulting from:

- (a) the Party's actions and undertaking in implementation of this Agreement;
- (b) any litigation filed by any prospective investor, prospective partner or joint venture partner, lender, co-proposer, architect, contractor, construction consultant or other construction vendor of a Party and, with respect to EEDA, any litigation filed by a citizen or

governmental agency; provided it is expressly understood and agreed that the indemnification obligations will not apply to the operations of the Hotel and the Parking Lot.

**Section 12.02. Notification of Action.** In the event any suit, action, investigation, claim or proceeding (collectively, an “Action”) is begun or made as a result of which the Indemnifying Party may become obligated to one or more of the Indemnified Parties hereunder, any one of the Indemnified Parties shall give prompt notice to the Indemnifying Party of the occurrence of such event after receipt of such notice, and the Indemnifying Party may elect to defend, contest or otherwise protect the Indemnified Parties against any such Action, at the reasonable cost and expense of the Indemnifying Party, and utilizing counsel of the Indemnifying Party's choice. The Indemnified Parties shall assist, at the Indemnifying Party's sole discretion, in the defense thereof. In the event that the Indemnifying Party shall fail timely to defend, contest or otherwise protect any of the Indemnified Parties against such Action, the Indemnified Parties shall have the right to do so, and (if such defense is undertaken by the Indemnified Parties after notice to the Indemnifying Party asserting the Indemnifying Party's failure to timely defend, contest or otherwise protect against such Action) the reasonable cost of such defense shall be at the expense of the Indemnifying Party.

**Section 12.03. Settlement.** Any one of the Indemnified Parties shall submit to the Indemnifying Party any settlement proposal that the Indemnified Parties shall receive which may only be accepted with the approval of the Indemnifying Party. The Indemnifying Party shall be liable for the payment of any amounts paid in settlement of any Action to the extent that and only with respect to any part the Indemnifying Party expressly assumes in writing as part of such settlement. Neither the Indemnifying Party nor the Indemnified Parties will unreasonably withhold its consent to a proposed settlement.

**Section 12.04. Survival.** The right to indemnification set forth in this Agreement shall survive the termination of this Agreement until the second anniversary of the last date upon which EEDA could exercise the Repurchase Right; *provided* that, if this Agreement is terminated prior to the Closing Date, then the representations of the Parties shall terminate upon termination of this Agreement.

## ARTICLE XIII

### EVENTS OF DEFAULT AND REMEDIES

**Section 13.01. Developer Event of Default.** Subject to Excusable Delays, a “Developer Event of Default” shall include the following:

(a) The failure of the Developer to Commence Construction of the Hotel in accordance with Section 4.01(b);

(b) The occurrence of a Cessation of Construction that continues for a period of forty five (45) consecutive days;

(c) The failure of the Developer to Complete Construction of the Hotel in accordance with Section 4.01(b);

- (d) A Transfer by the Developer in violation of the terms of this Agreement;
- (e) Abandonment of the construction of the Hotel or a public announcement by the Developer that it intends to cease development or construction of the Hotel;
- (f) Any representation or warranty made by the Developer herein or in any written statement or certificate furnished to the EEDA proves untrue in any material respect as of the date of the issuance or making thereof and shall not be corrected or brought into compliance within thirty (30) days after there has been given to the Developer by the EEDA a written notice specifying such untruth and requiring it to be remedied; provided, that if such untruth cannot be fully remedied within such thirty (30) day period, but can reasonably be expected to be fully remedied and the Developer is diligently attempting to remedy such untruth, such untruth shall not constitute an Event of Default if the Developer shall immediately upon receipt of such notice diligently attempting to remedy such untruth and shall thereafter prosecute and complete the same with due diligence and dispatch; or
- (g) The entry of a decree or order by a court having jurisdiction in the premises for relief in respect to the Developer or any of its Affiliates, or adjudging the Developer a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, adjustment or composition of or in respect of the Developer or any of its Affiliates under the United States Bankruptcy Code or any other applicable federal or state law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of or for the Developer or any of its Affiliates or any substantial part of their respective property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order unstayed and in effect for a period of thirty (30) consecutive days;
- (h) The commencement by the Developer or any of the Guarantor Parties of a voluntary case by it of proceedings to be adjudicated a bankrupt or insolvent, or the consent by the Developer or any of the Guarantor Parties of bankruptcy or insolvency proceedings against it, or the filing by it of a petition or answer or consent seeking reorganization, arrangement or relief under the United States Bankruptcy Code or any other applicable federal or state law, or the consent or acquiescence by it to the filing of any such petition or the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Developer or any of the Guarantor Parties or any substantial part of their respective property, or the making by any of them of an assignment for the benefit of creditors) or the admission by any of them in writing of its inability or its failure to pay its debts generally as they become due, or the taking of corporate action by the Developer or any of the Guarantor Parties in furtherance of any such action; or
- (i) Substantial default by the Developer in the performance or breach of any other covenant or agreement of the Developer in this Agreement not specifically covered in (a) through (g) above, and continuance of such default or breach for a period of thirty (30) days after the EEDA has delivered to Developer a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such thirty (30) day period, but can reasonably be expected to be fully remedied and the Developer is diligently attempting to remedy such default or breach, such default or breach shall not constitute an Event of Default if the Developer shall, immediately upon receipt of such

notice, diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch.

**Section 13.02. EEDA Event of Default.** A “EEDA Event of Default” shall include the following:

(a) The failure of the EEDA to consummate the Property Conveyance in accordance with the terms of this Agreement and within fifteen (15) days after the Developer has notified the EEDA in writing of the satisfaction of the conditions set forth in Section 3.02;

(b) The failure of the EEDA to timely convey the Parking Lot, pay the Parking Lot Grant or satisfy the terms and conditions of the Room Occupancy Guaranty Agreement.

(c) Any representation or warranty made by the EEDA herein proves untrue in any material respect as of the date of the issuance or making thereof and shall not be corrected or brought into compliance within thirty (30) days after there has been given to the EEDA by the Developer a written notice specifying such untruth and requiring it to be remedied; provided, that if such untruth cannot be fully remedied within such thirty (30) day period, but can reasonably be expected to be fully remedied and the EEDA is diligently attempting to remedy such untruth, such untruth shall not constitute an Event of Default if the EEDA shall immediately upon receipt of such notice diligently attempt to remedy such untruth and shall thereafter prosecute and complete the same with due diligence and dispatch; or

(d) The occurrence and continuance of any default in the performance or breach of any covenant or agreement of the EEDA in this Agreement, and continuance of such default or breach for a period of thirty (30) days after there has been given to the EEDA by Developer a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such thirty (30) day period but can reasonably be expected to be fully remedied and the EEDA is diligently attempting to remedy such default or breach, such default or breach shall not constitute an Event of Default if the EEDA shall, immediately upon receipt of such notice, diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch.

**Section 13.03. Remedies.**

(a) Upon the occurrence of a Developer Event of Default, the EEDA shall have the right to pursue any one or more of the following courses of action: (i) to take such actions as deemed necessary by the EEDA to remedy the breach, the costs of which may be charged to the Developer or offset against any payments due under this Agreement or the Room Occupancy Guarantee Agreement to the defaulting Party; (ii) to terminate this Agreement and the Room Occupancy Guarantee Agreement by written notice to the Developer, which termination shall be effective as of the effective date which is set forth in said notice, provided that said effective date shall be at least thirty (30) days after the date of said notice; and (iii) to institute any and all proceedings permitted by law or equity including, without limitation, actions for specific performance and/or damages.

(b) Upon the occurrence of an EEDA Event of Default, the Developer shall have the right to pursue any one or more of the following courses of action: (i) to take such actions as

deemed necessary by the Developer to remedy the breach, the costs of which may be charged to the EEDA or offset against any payments due under this Agreement to the EEDA; (ii) to terminate this Agreement by written notice to the EEDA, which termination shall be effective as of the effective date which is set forth in said notice, provided that said effective date shall be at least thirty (30) days after the date of said notice; and (iii) to institute any and all proceedings permitted by law or equity including, without limitation, actions for specific performance and/or damages.

**Section 13.04. Survival of Representations.** The representations of the Parties forth in this Agreement shall survive the Closing Date until the second anniversary of the last date upon which EEDA could exercise the Repurchase Right; *provided* that, if this Agreement is terminated prior to the Closing Date, then the representations of the Parties shall terminate upon termination of this Agreement.

## ARTICLE XIV

### MISCELLANEOUS PROVISIONS

**Section 14.01. Entire Agreement.** This Agreement contains the entire agreement between the Parties respecting the subject matter hereof and supersedes all prior agreements between the Parties respecting such issues.

**Section 14.02. Governing Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of Oklahoma.

**Section 14.03. Assignment.** The Developer shall not assign any of its rights hereunder, permit any of its shareholders or owners to assign or to dispose of any direct or indirect interest in the Developer, or permit the sale of all or substantially all of its assets (a "Transfer") unless: (a) prior to the Completion of Construction, the Developer first obtains the EEDA's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed and (b) after the Completion of Construction, the Developer causes the assignee or purchaser, as the case may be, to assume all of the obligations of the Developer under this Agreement; *provided* that notwithstanding the preceding, a sale or transfer of up to 49% direct or indirect interest in the Developer and a ground lease to an Affiliate of Developer will not constitute a Transfer. The EEDA shall not assign any of its rights or obligations hereunder without the prior written consent of the Developer, and such prohibition on assignment expressly includes the right to receive the first offer under Section 3.05(i).

**Section 14.04. Amendment.** This Agreement may not be amended, modified or changed orally, but may only be amended, modified or changed by an instrument executed in writing by all of the Parties hereto.

**Section 14.05. Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, then (i) such provision shall be fully severable; (ii) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and (iii) the remaining provisions of this Agreement shall remain in full force and effect and shall not be effected by any

such illegal, invalid, or unenforceable provision or by the severance of such provision from this Agreement.

**Section 14.06. Headings and Captions.** The headings and captions in this Agreement are inserted for convenience only and are not intended to describe, interpret define or limit the scope, extent or intent of this Agreement or of any provision hereof.

**Section 14.07. Relationship of the Parties.** This Agreement is not intended to result in a partnership or joint venture between the Parties hereto.

**Section 14.08. Tax Implications.** The Developer acknowledges and represents that (a) neither the City or the EEDA nor any of its officials, employees, consultants, attorneys or other agents have provided to the Developer any advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (b) the Developer is relying solely upon its own tax advisors in this regard.

**Section 14.09. Employment Verification.** The Developer agrees to require all contractors or subcontractors who perform services on its behalf under this Agreement or in connection with the Hotel to verify and document the employment eligibility of employees who may perform services pursuant to this Agreement or in connection with the Hotel.

**Section 14.10. Non-Discrimination.** The Parties hereto, for themselves and their successors and assigns, and for their contractors and subcontractors, do hereby covenant and agree that no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this Agreement on the grounds of race, color, age, sex, handicap, or national origin; and that, in carrying out the terms and conditions of this Agreement, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap or national origin.

**Section 14.11. Governmental Tort Claims Act.** By entering into the Agreement, the City and the EEDA and their “employees,” as defined by the Governmental Tort Claims Act, 51 O.S. § 151 et seq., do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Agreement modifies and/or waives any provision of the Local Governmental Tort Claims Act.

**Section 14.12. Counterparts.** This Agreement may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively one agreement; but, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

**Section 14.13. Construction.** The Parties acknowledge that each of them has had the benefit of legal counsel of its own choice and has been afforded an opportunity to review this Agreement with its legal counsel and this Agreement shall be construed as if jointly drafted by or on behalf of the Parties hereto.

**Section 14.14. Notices.** Any notice which a Party is required or may desire to give the other shall be in writing and shall be sent by personal delivery or by mail either (a) by United States

registered or certified mail, return receipt requested, postage prepaid, or (b) by Federal Express or other generally recognized overnight carrier regularly providing proof of delivery):

If to the EEDA:

Enid Economic Development Authority  
c/o The City of Enid, Oklahoma  
Attention: Jerald R. Gilbert, City Manager  
401 West Owen K. Garriott Road  
P.O. Box 1768  
Enid, Oklahoma 73702

With a copy to:

McAfee and Taft, A Professional Corporation  
Attn: Cheryl Vinall Denney  
10<sup>th</sup> Floor, Two Leadership Square  
211 North Robinson  
Oklahoma City, Oklahoma 73102

If to the Developer:

ENIDBWP, LLC  
Attention: Dr. Atul Patel  
4300 S. Coltrane Road  
Edmond, Oklahoma 73013-8102

With a copy to:

Phillips Murrah PC  
Attn: Sally A. Hasenfratz  
101 N. Robinson, Suite 1300  
Oklahoma City, OK 73102

Any notice so given by mail or overnight carrier shall be deemed to have been given as of the date of delivery (whether accepted or refused) established by U.S. Post Office return receipt or the overnight carrier's proof of delivery, as the case may be.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date.

**EEDA:**

**ENID ECONOMIC DEVELOPMENT  
AUTHORITY,**  
an Oklahoma public trust

By: William E. Shewey  
Name: William E. Shewey  
Title: Chairman

**DEVELOPER:**

**ENIDBWP, LLC** an Oklahoma limited  
liability company

By: Atul Patel  
Name: Dr. Atul Patel  
Title: Manager

**Exhibit A**

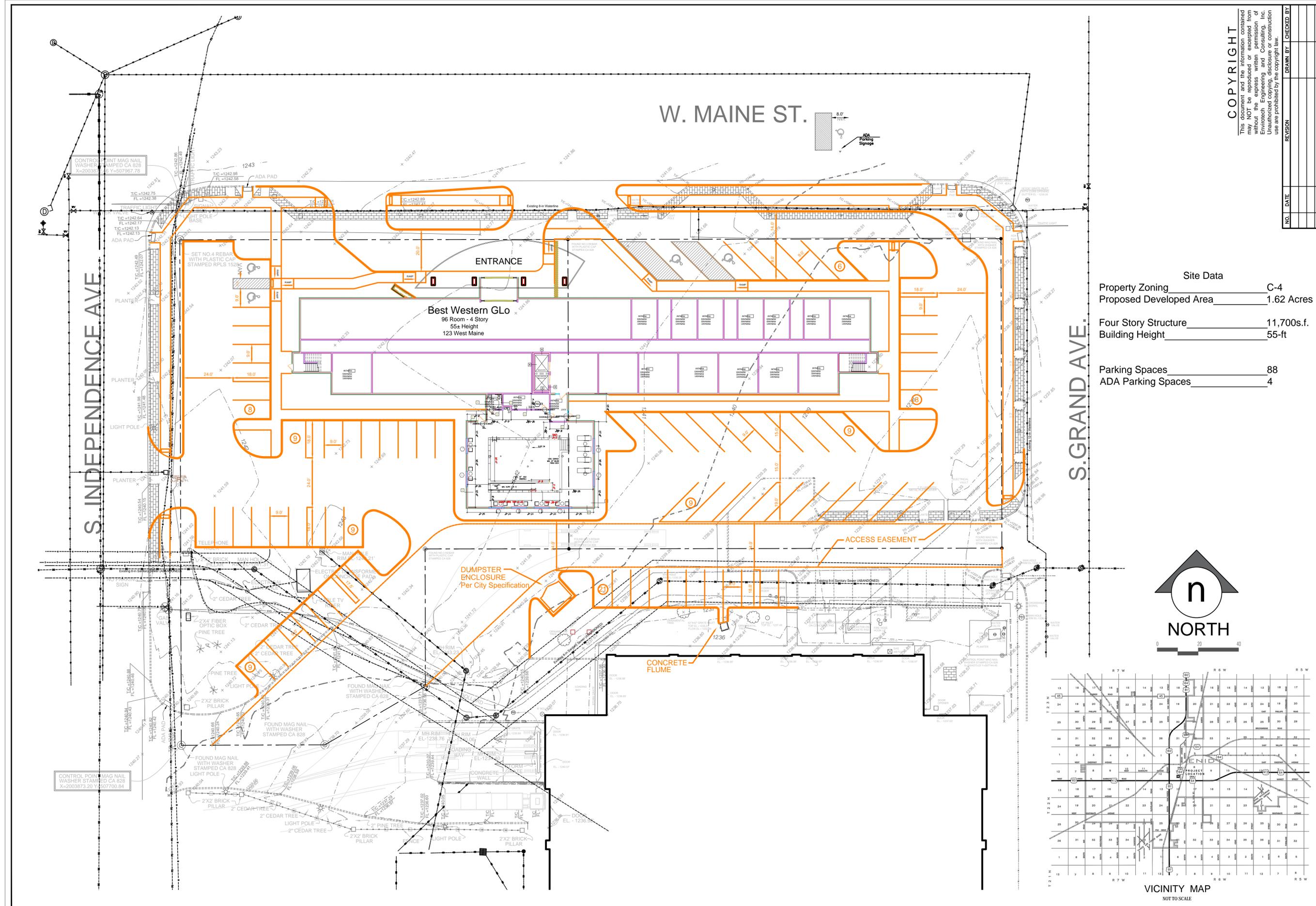
**Legal Description of Development Property**

Lots One (1) and Two (2), Replat of Block Thirty-Two (32), Original Townsite of Enid, Garfield County, Oklahoma, according to the recorded replat thereof.

W. MAINE ST.

S. INDEPENDENCE AVE.

S. GRAND AVE.



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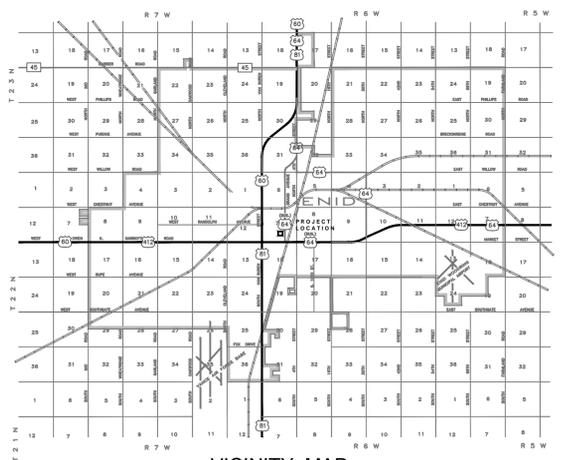
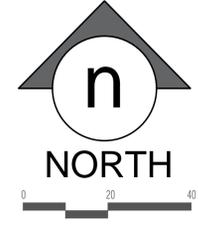
NO.	DATE	REVISION	DRAWN BY	CHECKED BY

**ENVIROTECH**  
 ENGINEERING & CONSULTING, INC.  
 2500 North 11th Street - End, Oklahoma 73701  
 Phone (580) 234-8780, Fax (580) 237-4302  
 C.A. #1950 - Expiration Date: 6-30-2018  
 www.envirotechconsulting.com

Site Data

Property Zoning	C-4
Proposed Developed Area	1.62 Acres
Four Story Structure	11,700s.f.
Building Height	55-ft
Parking Spaces	88
ADA Parking Spaces	4

Best Western GLO  
 4 Story - 96 Rooms  
 Downtown End



VICINITY MAP  
 NOT TO SCALE

**PRELIMINARY SITE PLAN**  
 DOWNTOWN END DEVELOPMENT  
 Part of Southeast Quarter Section 7, Township 22 North, Range 6 West

Date:	June 15, 2017
Scale:	1"=20'
Designed by:	C. Burdick
Drawn by:	C. Burdick
Checked by:	J. Stallings
Project No.:	17.209

W. MAINE ST.

S. INDEPENDENCE AVE.

S. GRAND AVE.

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NO.	DATE	REVISION	DRAWN BY	CHECKED BY



Site Data

Property Zoning	C-4
Proposed Developed Area	1.62 Acres
Four Story Structure	11,700s.f.
Building Height	55-ft
Parking Spaces	86
ADA Parking Spaces	4

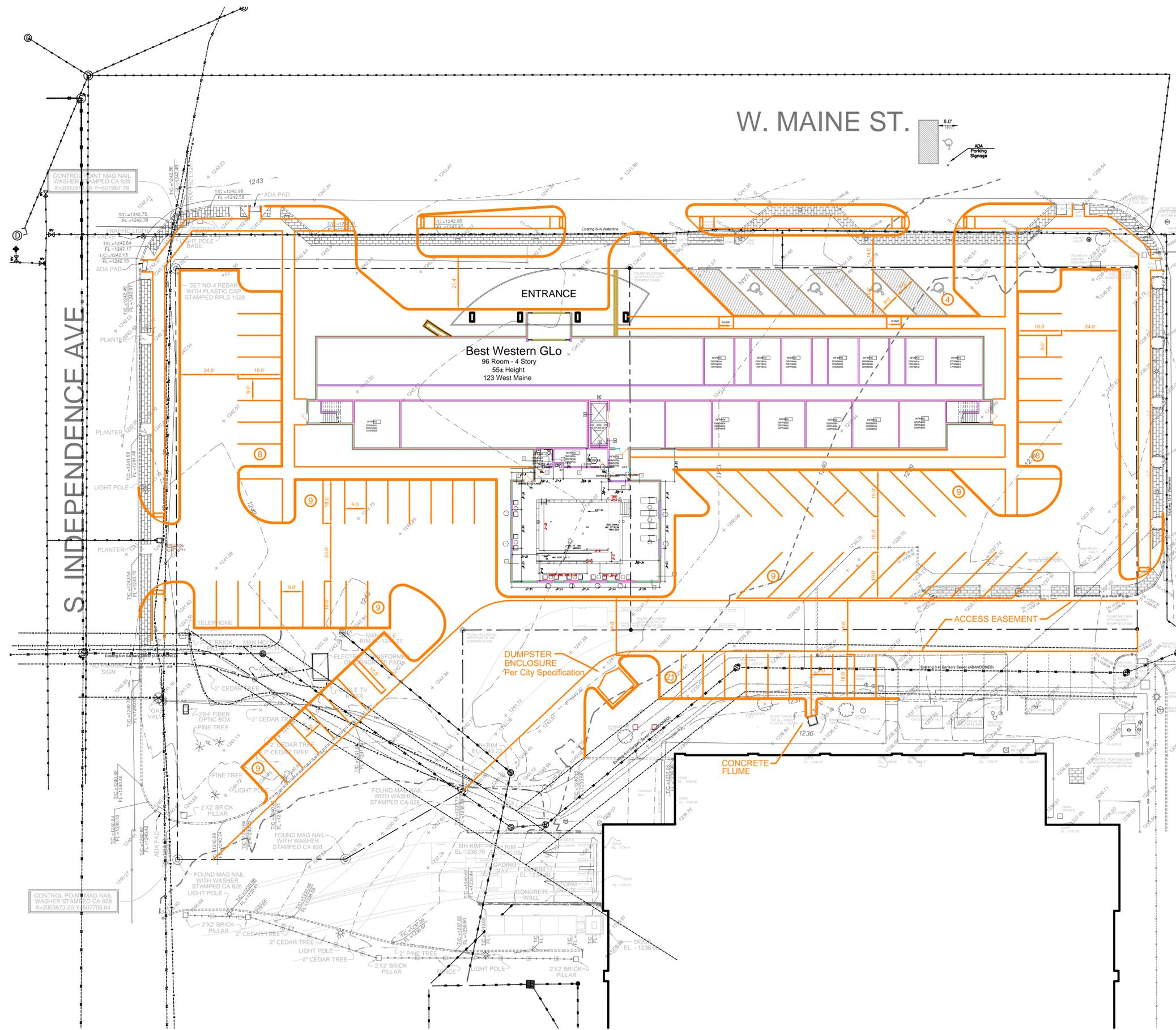
Best Western GLO  
4 Story - 96 Rooms  
Downtown Enid



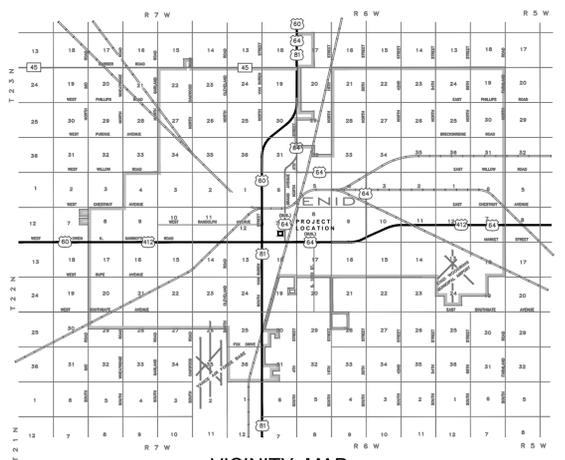
**PRELIMINARY SITE PLAN**  
DOWNTOWN ENID DEVELOPMENT  
Part of Southeast Quarter Section 7, Township 22 North, Range 6 West

Date: May 25, 2017  
 Scale: 1"=20'  
 Designed by: C. Burdick  
 Drawn by: C. Burdick  
 Checked by: J. Stallings  
 Project No.: 17.209

Sheet No. **C1**



0 20 40



VICINITY MAP  
NOT TO SCALE



NOT FOR  
REGULATORY  
APPROVAL  
PERMITTING OR  
CONSTRUCTION



PROJECT INFO:  
PROJECT NUMBER: 1706  
DRAWN BY: SP

REVISION:

DATE	DATE	DATE	DATE
▲	▲	▲	▲

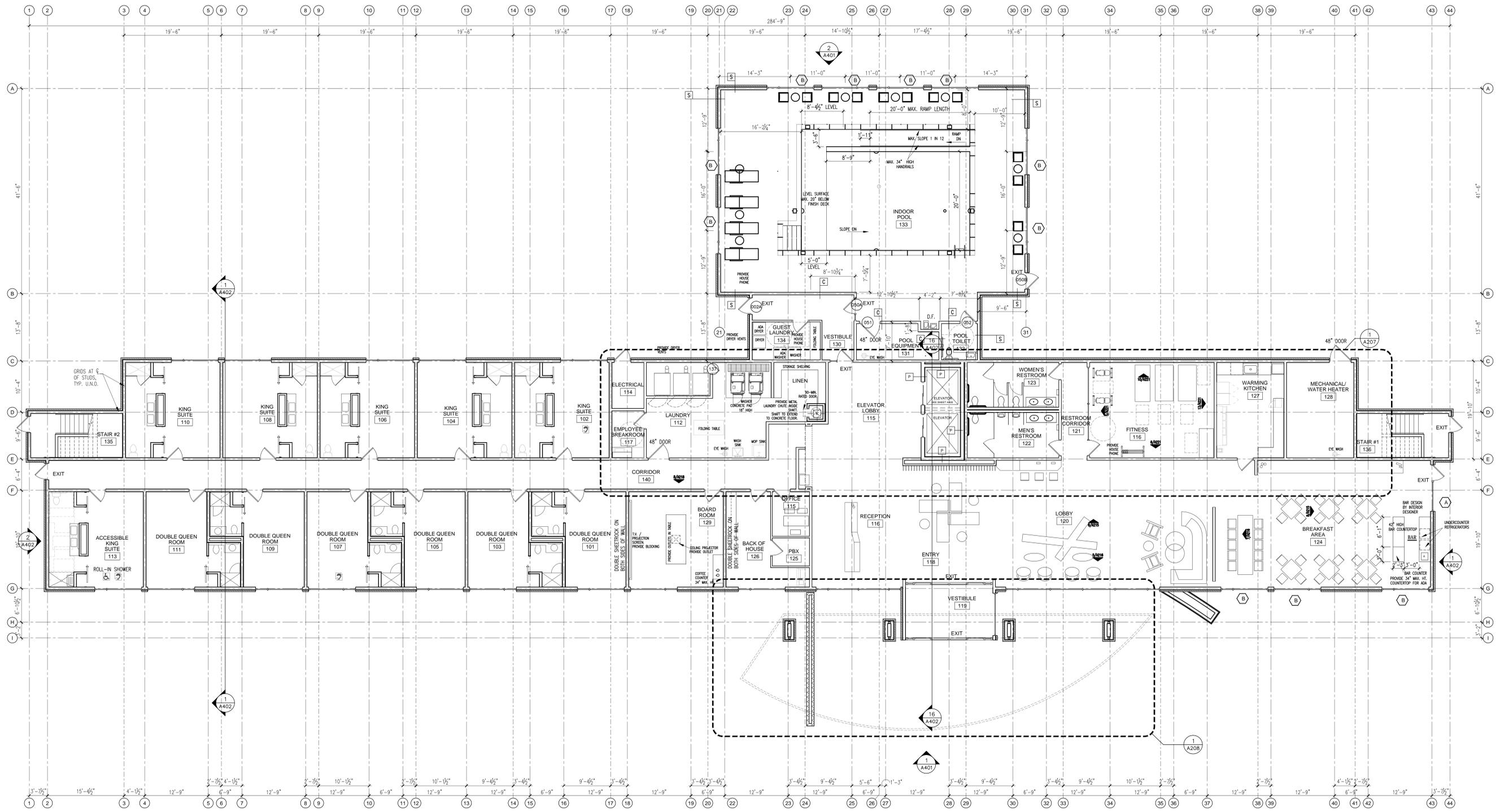
**PAREKH ARCHITECTS PLLC**  
18218 E MORGANS BEND DRIVE, DYPRESS, TX 77433  
PH: (832) 878-1362 | E-Mail: info@parekharch.com

**BEST WESTERN GLO**  
S GRAND AVE AND W MAINE STREET, ENID, OK  
PREPARED FOR:

SHEET TITLE:  
FIRST FLOOR PLAN

SCALE: 1/8"=1'-0"  
DATE: 06-08-2017

SHEET NUMBER:  
**A111**



**M DISTRIBUTION**  
1<sup>st</sup> FLOOR:

□	QUEEN ROOM	6
□	SUITE	5
□	QUEEN ROOM H/C ACCESSIBLE	0
□	SUITE H/C ACCESSIBLE (ROLL-IN SHOWER)	1

**PLAN NOTES:**  
DIMENSIONS ARE FROM CENTER OF WALL TO CENTER OF WALL UNLESS NOTED OTHERWISE.  
PARTITION TYPES REFER SHEET T003  
FIRE EXTINGUISHER IN SERVICE RECESSED CABINET WITH 10LB. EXTINGUISHER. MAX. SPACING 75 FT.  
ACCESSIBLE GUESTROOM  
GUESTROOM WITH COMMUNICATION FEATURES (HEARING IMPAIRED)  
FOR GUESTROOM DOORS, SEE ENLARGED GUESTROOM PLANS

SEE SHEETS A201 AND A201A FOR EXTERIOR FINISH LOCATIONS  
ALL DOWNSPOUTS TO THE INTO STORM SINKER  
FOR WALL TYPES, SEE SHEET T003.  
MAX. 3" DOWNSPOUT

**FIRST FLOOR PLAN**  
SCALE: 1/8"=1'-0"

PARTITION WALLS INSIDE GUESTROOMS TO BE TYPE 'B'

NOT FOR  
REGULATORY  
APPROVAL  
PERMITTING OR  
CONSTRUCTION



PROJECT INFO:  
PROJECT NUMBER: 1706  
DRAWN BY: SP

REVISION:

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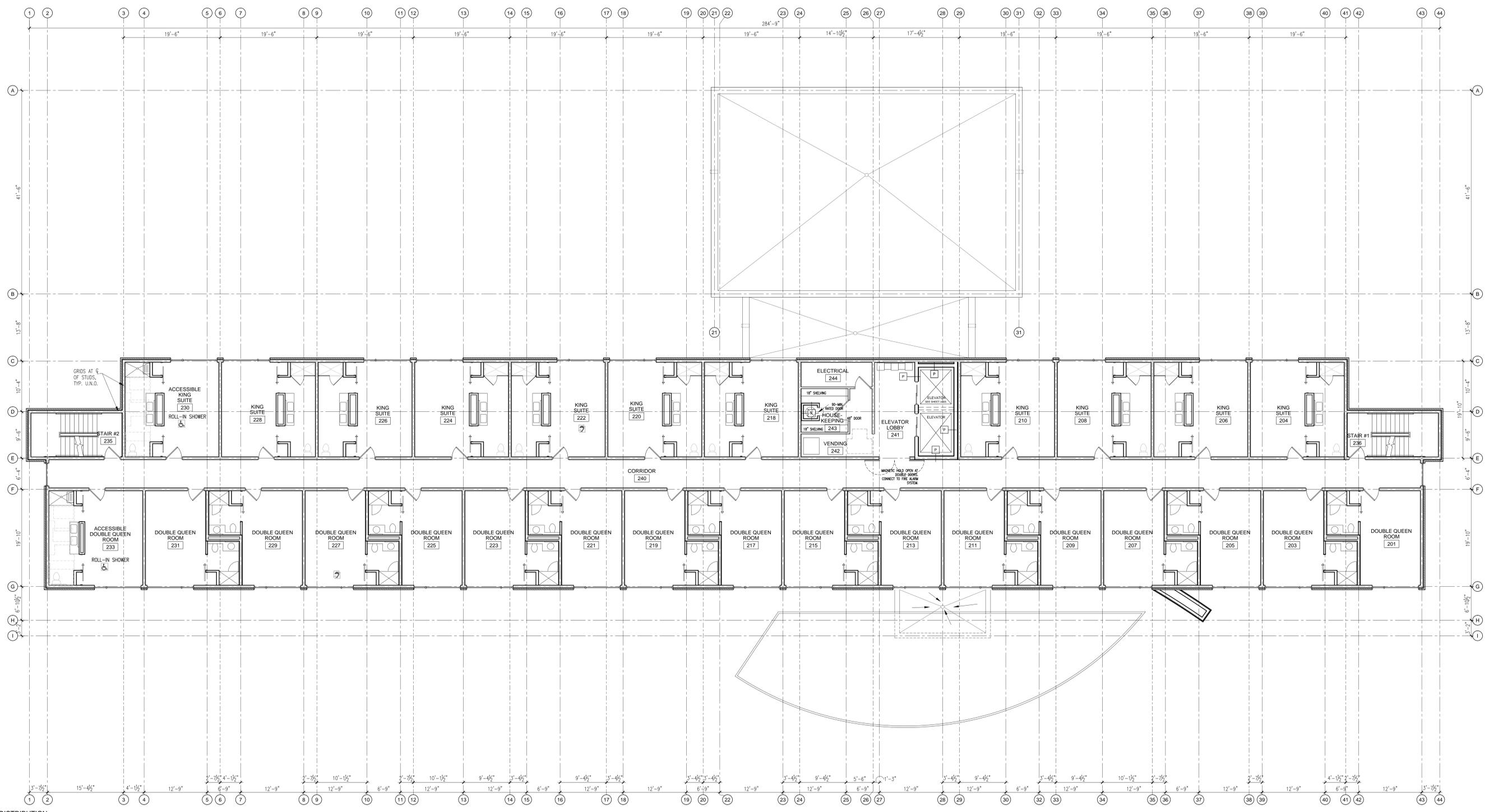
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**BEST WESTERN GLO**  
S GRAND AVE AND W MAINE STREET, ENID, OK  
PREPARED FOR:

SHEET TITLE:  
SECOND FLOOR PLAN

SCALE: 1/8"=1'-0"  
DATE: 06-08-2017

SHEET NUMBER:  
**A112**



ROOM DISTRIBUTION  
OND FLOOR:

QUEEN ROOM	16
SUITE	10
QUEEN ROOM H/C ACCESSIBLE	1
SUITE H/C ACCESSIBLE (ROLL-IN SHOWER)	1

PLAN NOTES:  
DIMENSIONS ARE FROM CENTER OF WALL TO CENTER OF WALL UNLESS OTHERWISE NOTED.  
PARTITION TYPES REFER SHEET T003  
FIRE EXTINGUISHER IN SERVICE RECESSED CABINET WITH 10LB.  
EXTINGUISHER. MAX. SPACING 75 FT.  
ACCESSIBLE GUESTROOM  
GUESTROOM WITH COMMUNICATION FEATURES (HEARING IMPAIRED)  
FOR GUESTROOM DOORS, SEE ENLARGED GUESTROOM PLANS

SEE SHEETS A201 AND A201A FOR EXTERIOR FINISH LOCATIONS  
ALL DOWNSPOUTS TO TIE INTO STORM SEWER  
FOR WALL TYPES, SEE SHEET T003.  
MAX. 3" DOWNSPOUT  
PARTITION WALLS INSIDE GUESTROOMS TO BE TYPE 'B'

**1 SECOND FLOOR PLAN**  
SCALE: 1/8"=1'-0"  
TRUE PLAN NORTH

NOT FOR  
REGULATORY  
APPROVAL  
PERMITTING OR  
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PROJECT INFO:  
PROJECT NUMBER: 1706  
DRAWN BY: SP

REVISION:

△	DATE

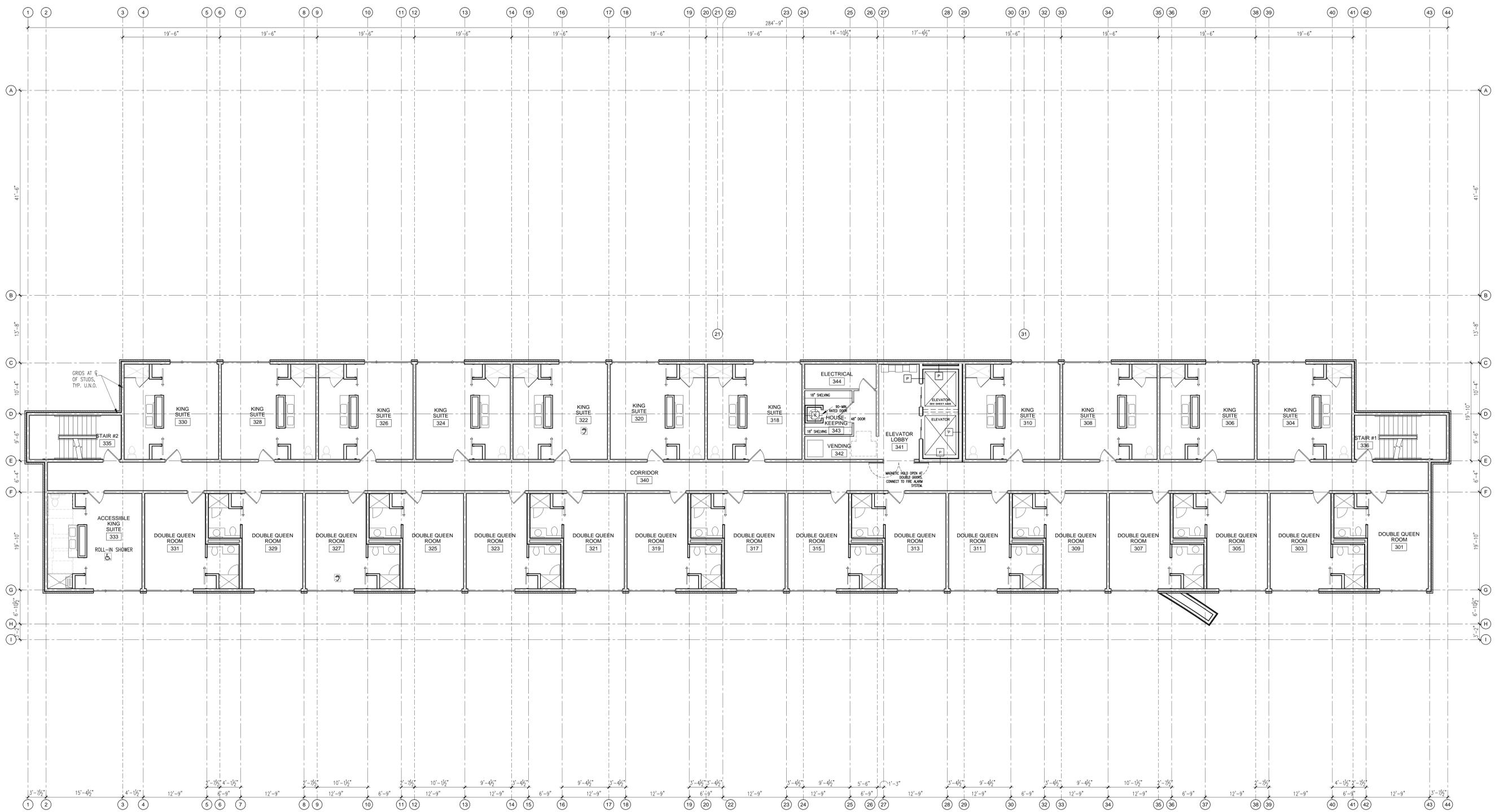
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**BEST WESTERN GLO**  
S GRAND AVE AND W MAINE STREET, ENID, OK  
PREPARED FOR:

SHEET TITLE:  
THIRD FLOOR PLAN

SCALE: 1/8"=1'-0"  
DATE: 06-08-2017

SHEET NUMBER:  
**A113**



**ROOM DISTRIBUTION THIRD FLOOR:**

DOUBLE QUEEN ROOM	16
KING SUITE	11
DOUBLE QUEEN ROOM H/C ACCESSIBLE	0
KING SUITE H/C ACCESSIBLE (ROLL-IN SHOWER)	1

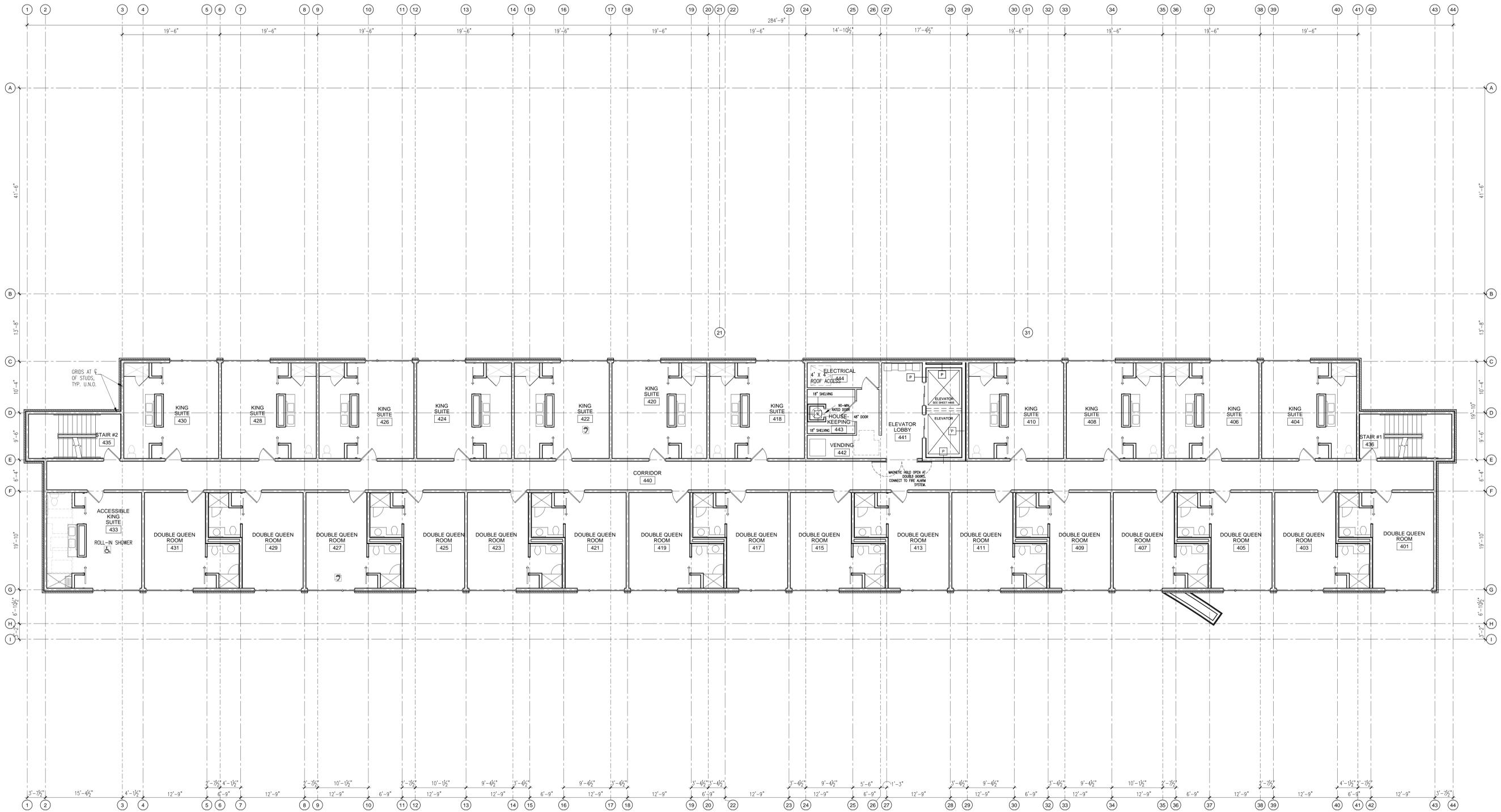
**THIRD FLOOR PLAN**  
SCALE: 1/8"=1'-0"  
TRUE PLAN NORTH NORTH

- OR PLAN NOTES:**  
DIMENSIONS ARE FROM CENTER OF WALL TO CENTER OF WALL UNLESS NOTED OTHERWISE.
- ▭ PARTITION TYPES REFER SHEET 1003
  - ☑ FIRE EXTINGUISHER IN SERVICE RECESSED CABINET WITH 10LB EXTINGUISHER. MAX. SPACING 75 FT.
  - ♿ ACCESSIBLE GUESTROOM
  - ♿ GUESTROOM WITH COMMUNICATION FEATURES (HEARING IMPAIRED)
  - FOR GUESTROOM DOORS, SEE ENLARGED GUESTROOM PLANS

SEE SHEETS A201 AND A201A FOR EXTERIOR FINISH LOCATIONS.  
ALL DOWNSPOUTS TO TIE INTO STORM SEWER.  
FOR WALL TYPES, SEE SHEET '000'.  
MAX. 3" DOWNSPOUT

PARTITION WALLS INSIDE GUESTROOMS TO BE TYPE 'B'

AL 28



**ROOM DISTRIBUTION**  
**FOURTH FLOOR:**

DOUBLE QUEEN ROOM	16
KING SUITE	11
DOUBLE QUEEN ROOM H/C ACCESSIBLE	0
KING SUITE H/C ACCESSIBLE (ROLL-IN SHOWER)	1

TOTAL 28

- GENERAL PLAN NOTES:**
- DIMENSIONS ARE FROM CENTER OF WALL TO CENTER OF WALL UNLESS OTHERWISE NOTED.
  - ALL PARTITION TYPES REFER SHEET T003.
  - FIRE EXTINGUISHER IN SERVICE RECESSED CABINET WITH 10LB EXTINGUISHER. MAX. SPACING 75 FT.
  - ACCESSIBLE GUESTROOM
  - GUESTROOM WITH COMMUNICATION FEATURES (HEARING IMPAIRED)
  - FOR GUESTROOM DOORS, SEE ENLARGED GUESTROOM PLANS

SEE SHEETS A201 AND A201A FOR EXTERIOR FINISH LOCATIONS  
ALL DOWNSPOUTS TO TIE INTO STORM SEWER  
FOR WALL TYPES, SEE SHEET T003.  
MAX. 3" DOWNSPOUT

PARTITION WALLS INSIDE GUESTROOMS TO BE TYPE 'B'

**FOURTH FLOOR PLAN**  
SCALE: 1/8"=1'-0"  
TRUE PLAN NORTH

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION



PROJECT INFO:  
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DRAWN BY: SP

**REVISION:**

DATE	
DATE	
DATE	
DATE	

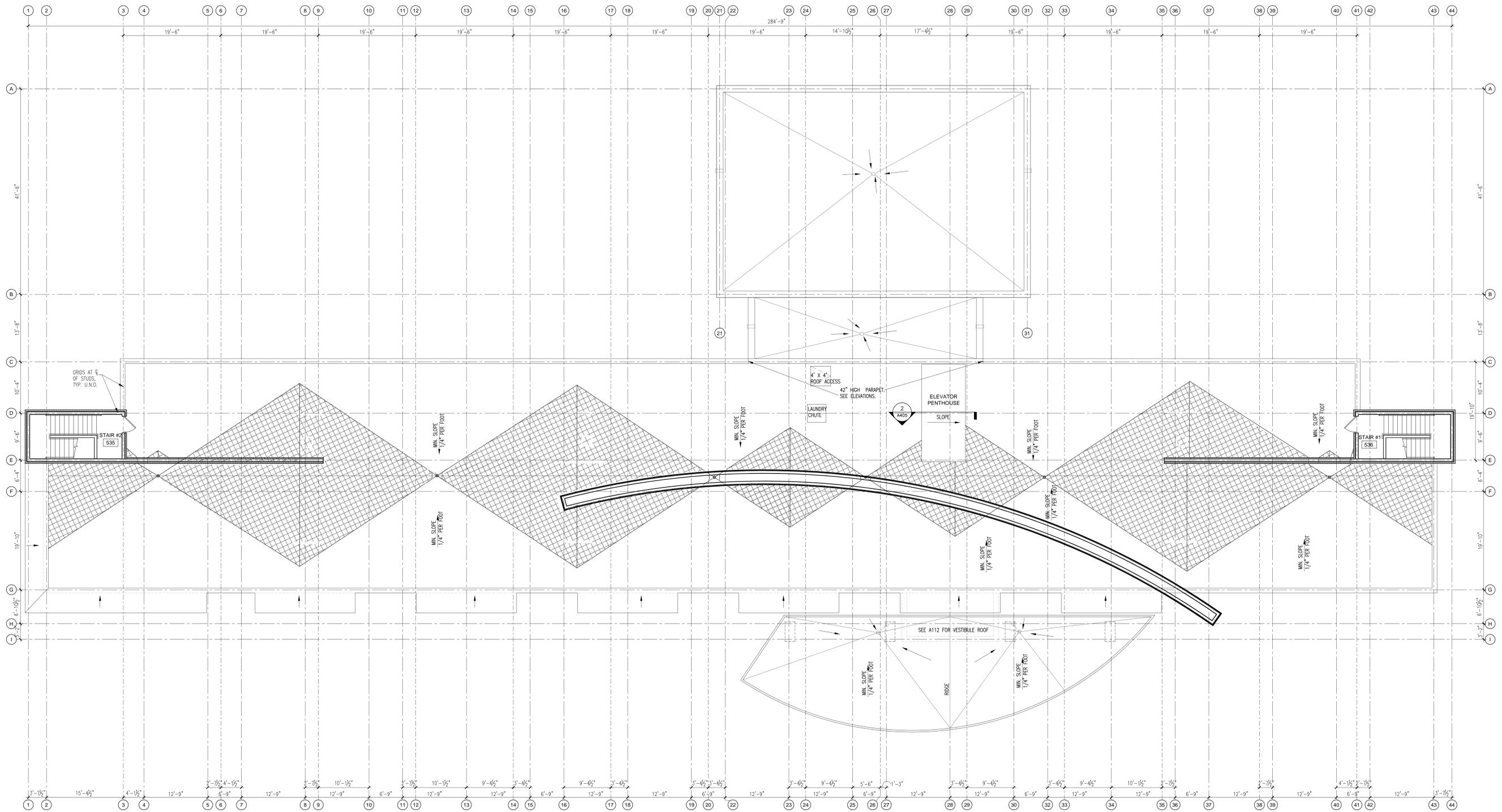
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**BEST WESTERN GLO**  
S GRAND AVE AND W MAINE STREET, ENID, OK  
PREPARED FOR:

SHEET TITLE:  
FOURTH FLOOR PLAN

SCALE: 1/8"=1'-0"  
DATE: 06-08-2017

SHEET NUMBER:  
**A114**

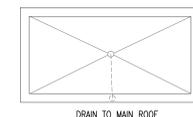
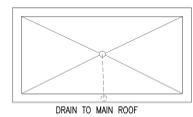


**1 ROOF PLAN**  
SCALE: 1/8"=1'-0"

PROVIDE SECONDARY DRAIN AT ALL ROOF DRAIN LOCATIONS.  
SECONDARY DRAINS TO BE HIGHER THAN PRIMARY DRAINS.  
PRIMARY DRAINS TO TIE INTO STORM SEWER.

MINIMUM R-VALUE FOR ROOF INSULATION = R30

MIN. 60 MIL. EPDM OR EQUAL, FULLY ADHERED  
TO INSULATION OR ROOF SHEATHING.



**3 STAIR 2 ROOF PLAN**  
SCALE: 1/8"=1'-0"

**2 STAIR 1 ROOF PLAN**  
SCALE: 1/8"=1'-0"

NOT FOR  
REGULATORY  
APPROVAL  
PERMITTING OR  
CONSTRUCTION



PROJECT INFO:  
PROJECT NUMBER: 1706  
DRAWN BY: SP

REVISION:

DATE

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**BEST WESTERN GLO**  
S GRAND AVE AND W MAINE STREET, ENID, OK  
PREPARED FOR:

SHEET TITLE:  
ROOF PLAN

SCALE: 1/8"=1'-0"  
DATE: 06-08-2017

SHEET NUMBER:  
**A115**

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION



PROJECT INFO:  
PROJECT NUMBER: 1756  
DRAWN BY: SP

REVISION:

DATE	DATE	DATE	DATE
▲	▲	▲	▲

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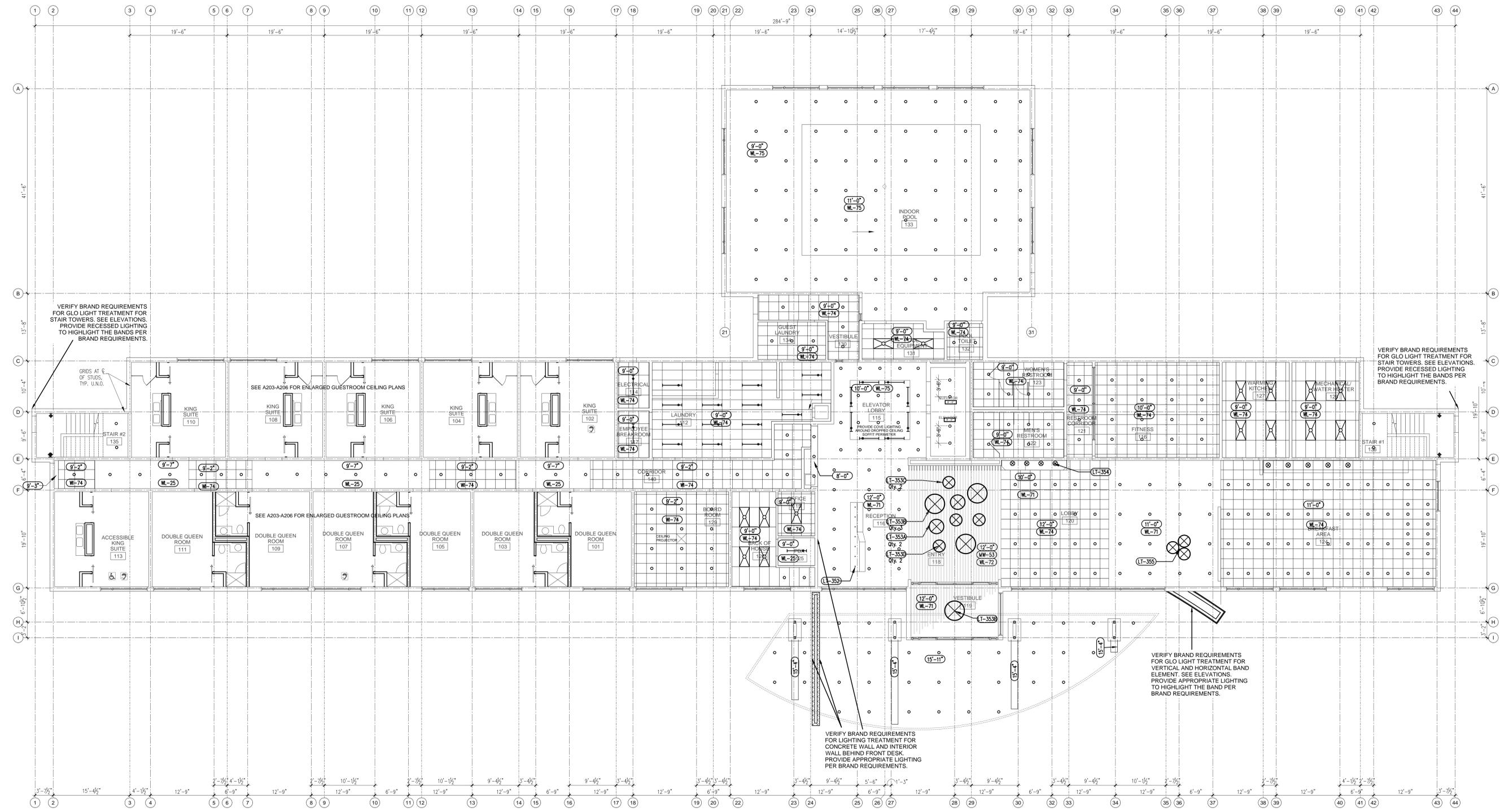
**BEST WESTERN GLO**  
S GRAND AVE AND W MAINE STREET, ENID, OK

PREPARED FOR:

SHEET TITLE:  
FIRST FLOOR RCP

SCALE: 1/8" = 1'-0"  
DATE: 06-08-2017

SHEET NUMBER:  
**A131**



VERIFY BRAND REQUIREMENTS FOR GLO LIGHT TREATMENT FOR STAIR TOWERS. SEE ELEVATIONS. PROVIDE RECESSED LIGHTING TO HIGHLIGHT THE BANDS PER BRAND REQUIREMENTS.

VERIFY BRAND REQUIREMENTS FOR GLO LIGHT TREATMENT FOR STAIR TOWERS. SEE ELEVATIONS. PROVIDE RECESSED LIGHTING TO HIGHLIGHT THE BANDS PER BRAND REQUIREMENTS.

VERIFY BRAND REQUIREMENTS FOR GLO LIGHT TREATMENT FOR VERTICAL AND HORIZONTAL BAND ELEMENT. SEE ELEVATIONS. PROVIDE APPROPRIATE LIGHTING TO HIGHLIGHT THE BAND PER BRAND REQUIREMENTS.

VERIFY BRAND REQUIREMENTS FOR LIGHTING TREATMENT FOR CONCRETE WALL AND INTERIOR WALL BEHIND FRONT DESK. PROVIDE APPROPRIATE LIGHTING PER BRAND REQUIREMENTS.

RCP LEGEND:

	ACT - 2'-0" x 2'-0"
	ACT - 2'-0" x 4'-0"
	GYPSUM BOARD

**GENERAL NOTES - RCP:**

- FOR GUESTROOM SHEETS, SEE ENLARGED ELECTRICAL PLANS & REFLECTED CEILING PLANS ON A203-206.
- CENTER ACOUSTIC CEILING GRID IN SPACE, UNO.
- CENTER RECESSED DOWN LIGHTS IN ACOUSTIC CEILING AT CORRIDORS.
- CENTER LIGHT FIXTURES IN SOFFITS AND IN ROOMS, UNO.
- ALL WALLS EXTEND TO BOTTOM OF STRUCTURE, UNO.
- CENTER VANITY FIXTURES OVER LAVATORY, UNO.
- CONTRACTOR IS RESPONSIBLE FOR ALL ABOVE CEILING HANGAR BARS, TRANSFORMERS, UNIT HEATERS, AND OTHER NECESSARY ACCESSORIES REQUIRED FOR A COMPLETE INSTALLATION.
- PRIOR TO ORDERING OR INSTALLING, ALL EXIT SIGNAGE LOCATIONS AND QUANTITIES SHALL BE APPROVED BY LOCAL FIRE MARSHALL, VERIFY WITH OWNERS' REPRESENTATIVE.
- COORDINATE FIXTURE INSTALLATIONS WITH ENGINEERING SYSTEMS.
- CENTER SMOKE DETECTORS IN ACOUSTIC CEILING TILES, WHERE OCCURS.
- CENTER SPRINKLER HEADS IN ACOUSTIC CEILING TILES, WHERE OCCURS.
- PAINT ALL DIFFUSERS TO MATCH ADJACENT FINISHES, UNO.
- CENTER CEILING MOUNTED SPEAKERS IN ACOUSTIC CEILING TILES, WHERE OCCURS.
- PROVIDE BACK-UP EMERGENCY LIGHTING AS REQUIRED BY CODE.

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION



PROJECT INFO:  
PROJECT NUMBER: 1756  
DRAWN BY: SP

REVISION:

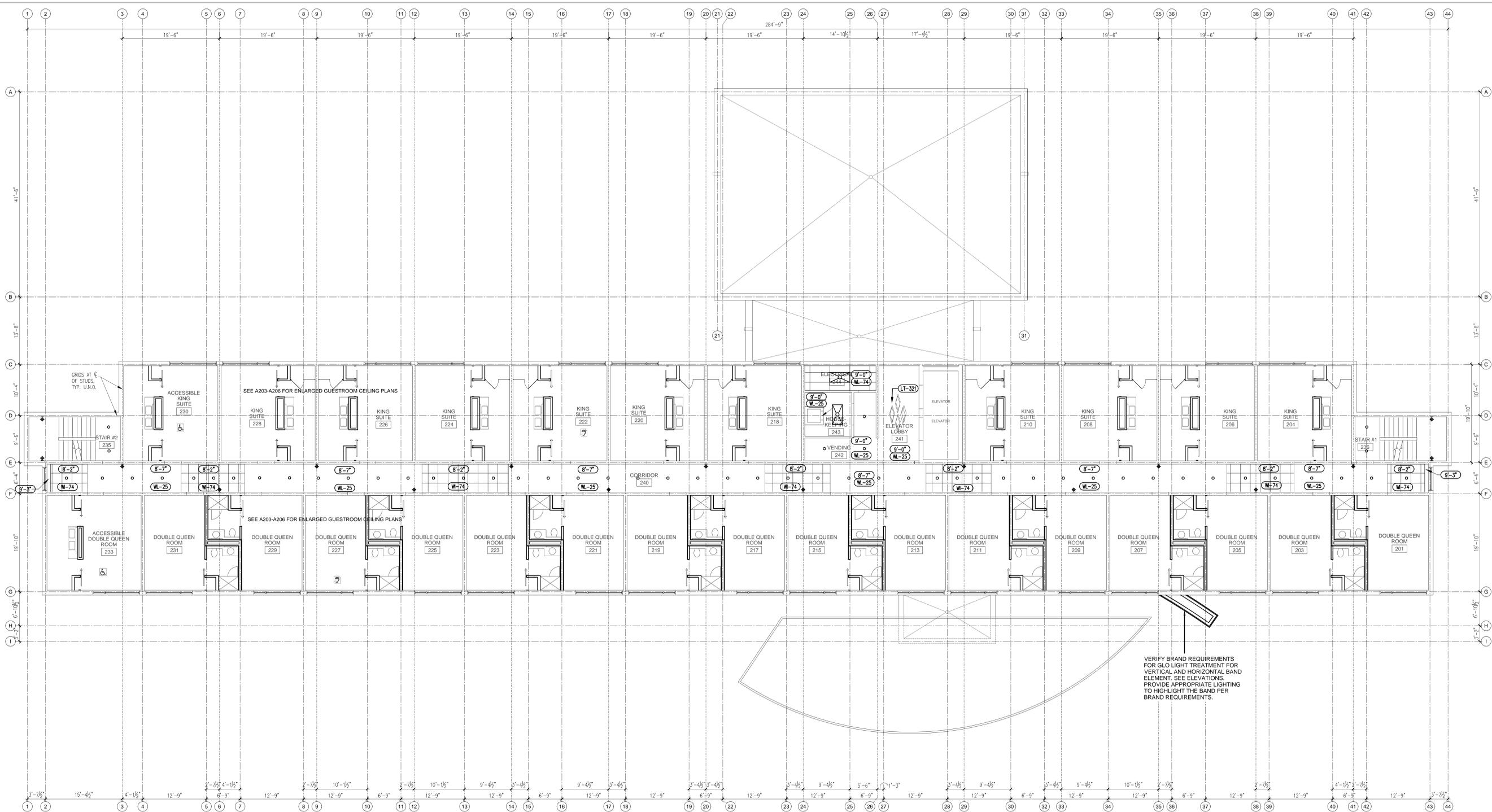
DATE	DATE
▲	DATE

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1818 E MORGAN BEND DRIVE, CYPRESS, TX 77433  
PH: (832) 678-1262 | E-Mail: info@parekharch.com

**BEST WESTERN GLO**  
S GRAND AVE AND W MAINE STREET, ENID, OK

PREPARED FOR:

SHEET TITLE:  
SECOND FLOOR RCP  
SCALE: 1/8" = 1'-0"  
DATE: 06-08-2017  
SHEET NUMBER:  
**A132**



RCP LEGEND:

	ACT - 2'-0" x 2'-0"
	ACT - 2'-0" x 4'-0"
	GYPSUM BOARD

**GENERAL NOTES - RCP:**

- FOR GUESTROOM SHEETS, SEE ENLARGED ELECTRICAL PLANS & REFLECTED CEILING PLANS ON A203-206.
- CENTER ACOUSTIC CEILING GRID IN SPACE, UNO.
- CENTER RECESSED DOWN LIGHTS IN ACOUSTIC CEILING AT CORRIDORS.
- CENTER LIGHT FIXTURES IN SOFFITS AND IN ROOMS, UNO.
- ALL WALLS EXTEND TO BOTTOM OF STRUCTURE, UNO.
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- CONTRACTOR IS RESPONSIBLE FOR ALL ABOVE CEILING HANGAR BARS, TRANSFORMERS, UNIT HEATERS, AND OTHER NECESSARY ACCESSORIES REQUIRED FOR A COMPLETE INSTALLATION.
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- PROVIDE BACK-UP EMERGENCY LIGHTING AS REQUIRED BY CODE.

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION



PROJECT INFO:  
PROJECT NUMBER 1756  
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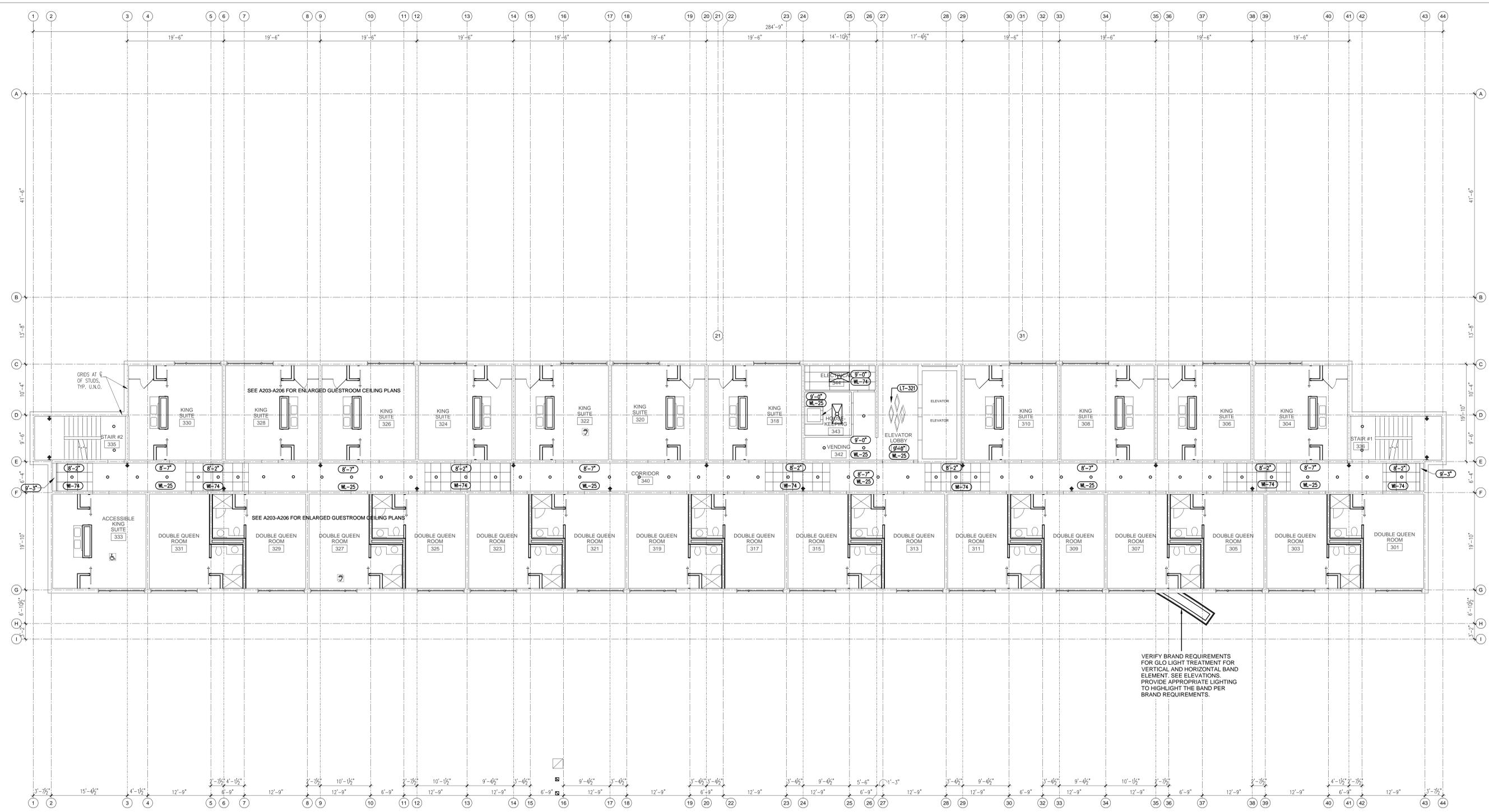
**BEST WESTERN GLO**  
S GRAND AVE AND W MAINE STREET, ENID, OK

PREPARED FOR:

SHEET TITLE:  
THIRD FLOOR RCP

SCALE: 1/8" = 1'-0"  
DATE: 06-08-2017

SHEET NUMBER:  
**A133**



RCP LEGEND:

	ACT - 2'-0" x 2'-0"
	ACT - 2'-0" x 4'-0"
	GYP SUM BOARD

**GENERAL NOTES - RCP:**

- FOR GUESTROOM SHEETS, SEE ENLARGED ELECTRICAL PLANS & REFLECTED CEILING PLANS ON A203-206.
- CENTER ACOUSTIC CEILING GRID IN SPACE, UNO.
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- CENTER SMOKE DETECTORS IN ACOUSTIC CEILING TILES, WHERE OCCURS.
- CENTER SPRINKLER HEADS IN ACOUSTIC CEILING TILES, WHERE OCCURS.
- PAINT ALL DIFFUSERS TO MATCH ADJACENT FINISHES, UNO.
- CENTER CEILING MOUNTED SPEAKERS IN ACOUSTIC CEILING TILES, WHERE OCCURS.
- PROVIDE BACK-UP EMERGENCY LIGHTING AS REQUIRED BY CODE.

VERIFY BRAND REQUIREMENTS FOR GLO LIGHT TREATMENT FOR VERTICAL AND HORIZONTAL BAND ELEMENT. SEE ELEVATIONS. PROVIDE APPROPRIATE LIGHTING TO HIGHLIGHT THE BAND PER BRAND REQUIREMENTS.

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION



PROJECT INFO:  
PROJECT NUMBER: 1756  
DRAWN BY: SP

REVISION:

DATE	DATE	DATE	DATE
▲	▲	▲	▲

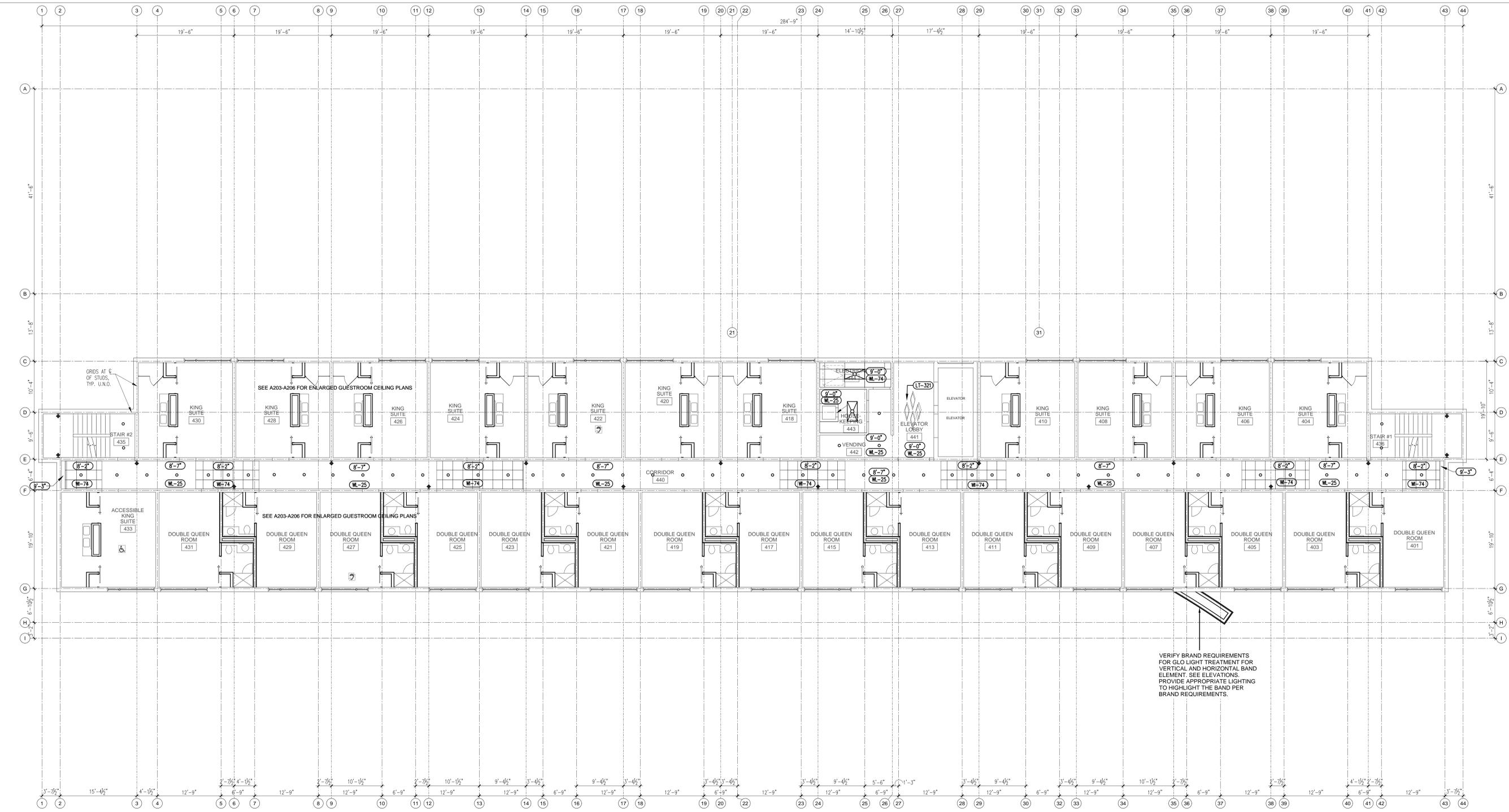
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PH: (832) 678-1262 | E-Mail: info@parekharch.com

BEST WESTERN GLO  
S GRAND AVE AND W MAINE STREET, ENID, OK

PREPARED FOR:

SHEET TITLE:  
FOURTH FLOOR  
RCP  
SCALE: 1/8" = 1'-0"  
DATE: 06-08-2017

SHEET NUMBER:  
A134



RCP LEGEND:

	ACT - 2'-0" x 2'-0"
	ACT - 2'-0" x 4'-0"
	GYPSUM BOARD

GENERAL NOTES - RCP:

- FOR GUESTROOM SHEETS, SEE ENLARGED ELECTRICAL PLANS & REFLECTED CEILING PLANS ON A203-206.
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- CENTER RECESSED DOWN LIGHTS IN ACOUSTIC CEILING AT CORRIDORS.
- CENTER LIGHT FIXTURES IN SOFFITS AND IN ROOMS, UNO.
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- CENTER CEILING MOUNTED SPEAKERS IN ACOUSTIC CEILING TILES, WHERE OCCURS.
- PROVIDE BACK-UP EMERGENCY LIGHTING AS REQUIRED BY CODE.

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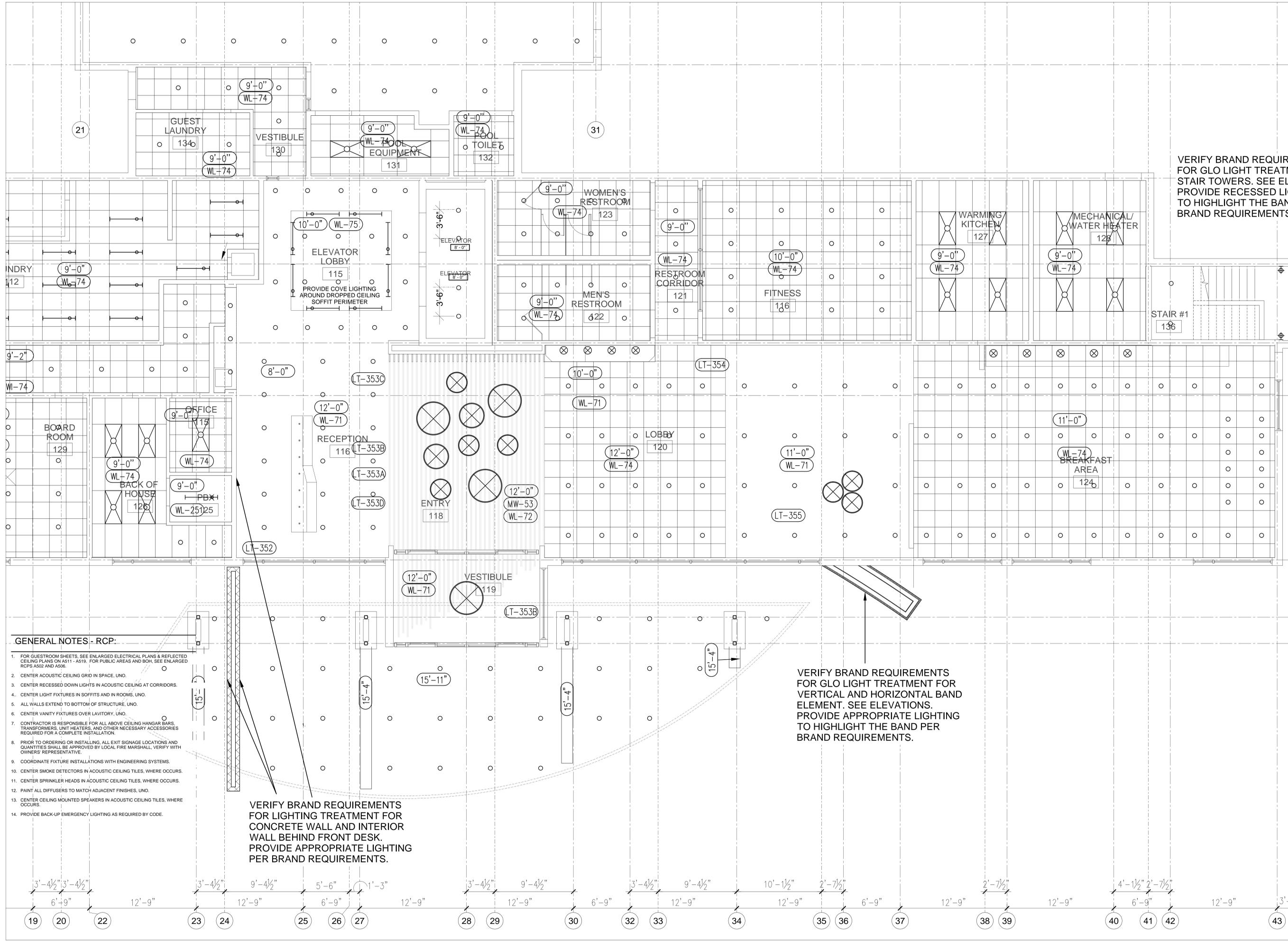
REVISION:	DATE
Δ	DATE

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BEST WESTERN GLO  
S GRAND AVE AND W MAINE STREET, ENID, OK

PREPARED FOR:

SHEET TITLE:  
ENLARGED FIRST FLOOR RCP  
SCALE: 1/4" = 1'-0"  
DATE: 06-08-2017  
SHEET NUMBER:  
A135



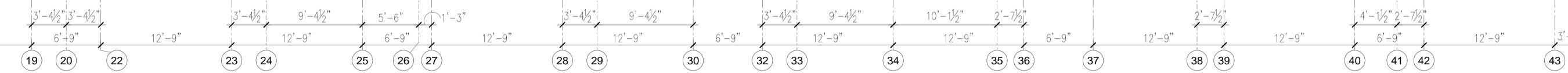
VERIFY BRAND REQUIREMENTS FOR GLO LIGHT TREATMENT STAIR TOWERS. SEE ELEVATIONS TO PROVIDE RECESSED LIGHTING TO HIGHLIGHT THE BAND PER BRAND REQUIREMENTS

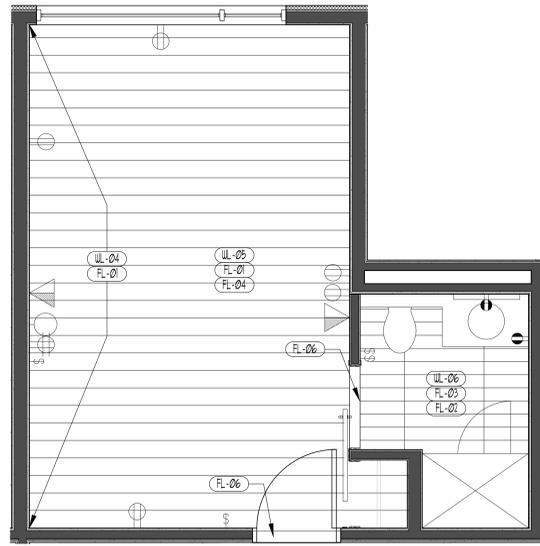
VERIFY BRAND REQUIREMENTS FOR GLO LIGHT TREATMENT FOR VERTICAL AND HORIZONTAL BAND ELEMENT. SEE ELEVATIONS. PROVIDE APPROPRIATE LIGHTING TO HIGHLIGHT THE BAND PER BRAND REQUIREMENTS.

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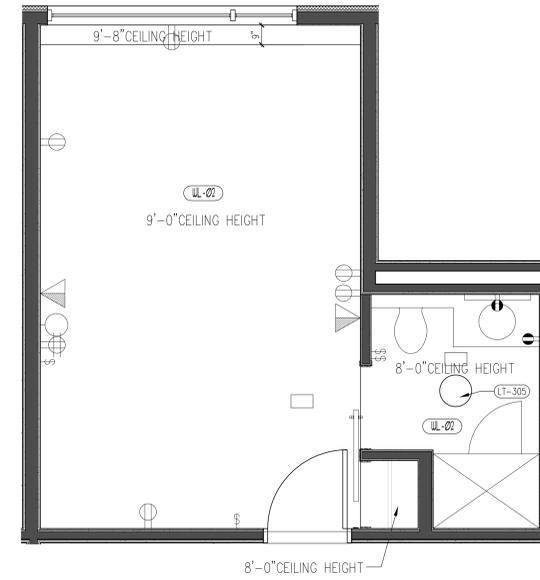
GENERAL NOTES - RCP:

- FOR GUESTROOM SHEETS, SEE ENLARGED ELECTRICAL PLANS & REFLECTED CEILING PLANS ON A511 - A519. FOR PUBLIC AREAS AND BOH, SEE ENLARGED RCP'S A502 AND A506.
- CENTER ACOUSTIC CEILING GRID IN SPACE, UNO.
- CENTER RECESSED DOWN LIGHTS IN ACOUSTIC CEILING AT CORRIDORS.
- CENTER LIGHT FIXTURES IN SOFFITS AND IN ROOMS, UNO.
- ALL WALLS EXTEND TO BOTTOM OF STRUCTURE, UNO.
- CENTER VANITY FIXTURES OVER LAVATORY, UNO.
- CONTRACTOR IS RESPONSIBLE FOR ALL ABOVE CEILING HANGAR BARS, TRANSFORMERS, UNIT HEATERS, AND OTHER NECESSARY ACCESSORIES REQUIRED FOR A COMPLETE INSTALLATION.
- PRIOR TO ORDERING OR INSTALLING, ALL EXIT SIGNAGE LOCATIONS AND QUANTITIES SHALL BE APPROVED BY LOCAL FIRE MARSHALL, VERIFY WITH OWNERS' REPRESENTATIVE.
- COORDINATE FIXTURE INSTALLATIONS WITH ENGINEERING SYSTEMS.
- CENTER SMOKE DETECTORS IN ACOUSTIC CEILING TILES, WHERE OCCURS.
- CENTER SPRINKLER HEADS IN ACOUSTIC CEILING TILES, WHERE OCCURS.
- PAINT ALL DIFFUSERS TO MATCH ADJACENT FINISHES, UNO.
- CENTER CEILING MOUNTED SPEAKERS IN ACOUSTIC CEILING TILES, WHERE OCCURS.
- PROVIDE BACK-UP EMERGENCY LIGHTING AS REQUIRED BY CODE.

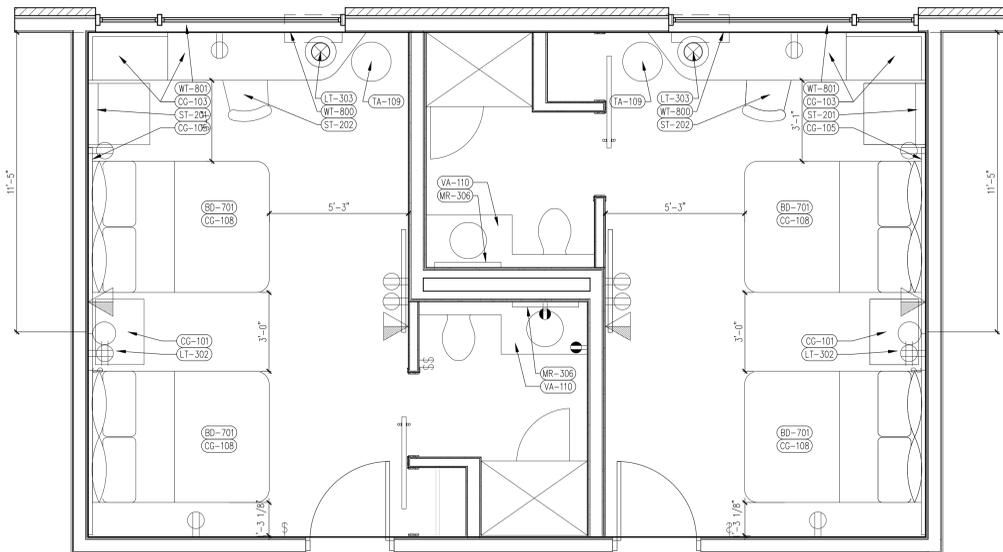




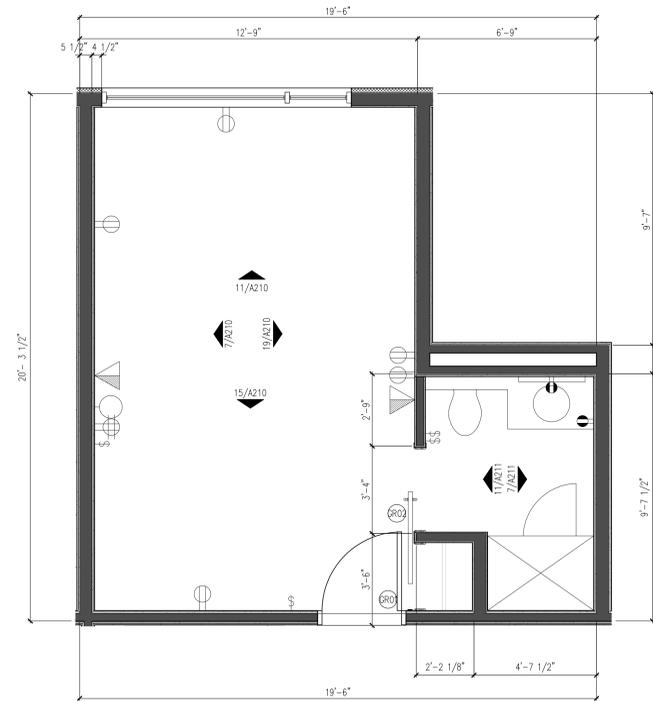
QQ1 FINISH PLAN SCALE: 3/8" = 1'-0" 15



QQ1 REFLECTED CEILING PLAN SCALE: 3/8" = 1'-0" 7



QQ1 FURNITURE PLAN SCALE: 3/8" = 1'-0" 13



NOTE:  
DIMENSIONS SHOWN FACE OF FRAMING  
TO FACE OF FRAMING.  
OVERALL FLOOR PLANS A111-A115 SHOW  
CENTER OF WALL TO CENTER OF WALL.

QQ1 FLOOR PLAN SCALE: 3/8" = 1'-0" 5

KEY NOTES:

- 1 SHOWER ENCLOSURE WITH TEMPERED GLASS. TO BE ETCHED OR HAVE FILM TO MINIMIZE TRANSPARENCY
- 2 PREMANUFACTURED SHOWER PAN
- 3 PROVIDE BLOCKING IN WALL AT ALL MIRRORS, TVS, AND WALL HUNG BARN DOORS
- 4 FLOOR DRAIN AT ROLL-IN SHOWER.
- 5 WALL MOUNTED SHOWER ROD--PROVIDE BLOCKING AS REQ'D
- 6 GRAB BARS AT ADA ROOMS. PROVIDE BLOCKING.
- 7 60" TURNING RADIUS AS REQUIRED AT ADA ROOMS.
- 8 30" X 60" CLEAR FLOOR SPACE IN FRONT OF TUB AS REQUIRED AT ADA ROOMS.
- 9 30" X 48" CLEAR SPACE AT VANITY AS REQUIRED AT ADA ROOMS.
- 10 BOTTOM OF REFLECTIVE SURFACE OF MIRROR TO BE MOUNTED AT 40" AFF
- 11 60" X 60" CLEAR FLOOR SPACE AT ENTRY DOOR

1. REFER TO CORRIDOR PLAN BY FLOOR FOR SPECIFIC WINDOW LOCATIONS. POSITION OF WALL MIRROR, TV, AND LIGHT FIXTURES MIGHT MOVE BASED ON THE WINDOW LAYOUT
2. REFER TO PLUMBING SCHEDULE FOR FIXTURE INFORMATION
3. PROVIDE SIDE CHANNELS AT MULLIONS TO PREVENT LIGHT LEAK AROUND EDGES OF ROLLER SHADES
4. PROVIDE ACCESS PANELS AS REQUIRED.
5. SEE FINISH SCHEDULE ON A604 FOR ALL FINISHES NOTED ON ELEVATIONS THUSLY (xx-xx)
6. SEE FINISH LEGEND ON SHEET A605 FOR ALL FINISH SPECIFICATIONS
7. CASEGOODS, SIGNATURE ELEMENTS AND PRINTED GOODS ARE PROPRIETARY TO THE BW GLO AND ARE NOT AVAILABLE FOR PROJECTS BEYOND THE GLO PROTOTYPE
8. INTERIOR SPECIFICATIONS FOR ALL FF&E AVAILABLE THROUGH BEST WESTERN SUPPLY AND STUDIO DESIGN.  
CONTACT: 800-582-3601  
OPTION 4 FOR ADDITIONAL INFORMATION
9. SHOWER ENCLOSURE AND VANITY INTERIOR SPECIFICATION AVAILABLE THROUGH BEST WESTERN SUPPLY AND STUDIO DESIGN.  
CONTACT: 800-582-3601  
OPTION 4 FOR ADDITIONAL INFORMATION

NOT FOR REGULATORY APPROVAL PERMITTING OR CONSTRUCTION



PROJECT INFO:  
PROJECT NUMBER: 1706  
DRAWN BY: SP

REVISION:

NO.	DATE
1	DATE
2	DATE
3	DATE
4	DATE

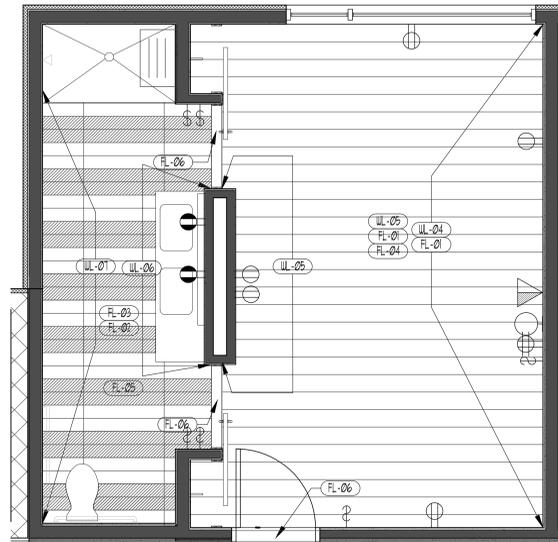
PAREKH ARCHITECTS PLLC  
18218 E MORGANS BEND DRIVE, CYPRESS, TX 77433  
PH: (832) 878-1882 | E-Mail: [sp@parekharch.com](mailto:sp@parekharch.com)

BEST WESTERN GLO  
S GRAND AVE AND W MAINE STREET, ENID, OK  
PREPARED FOR:

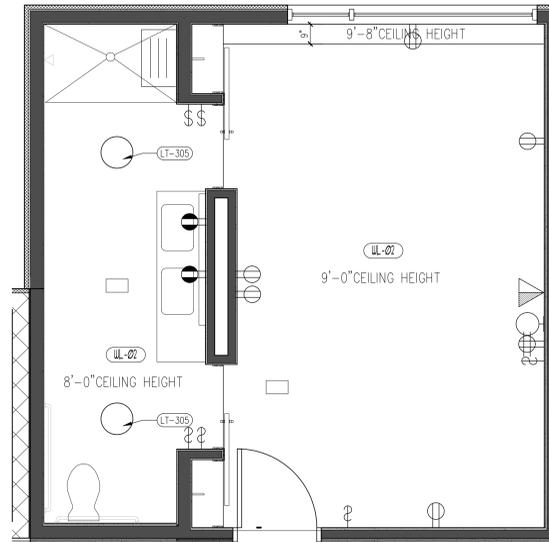
SHEET TITLE:  
DOUBLE QUEEN ROOM

SCALE: 1/8" = 1'-0"  
DATE: 06-08-2017

SHEET NUMBER:  
A203



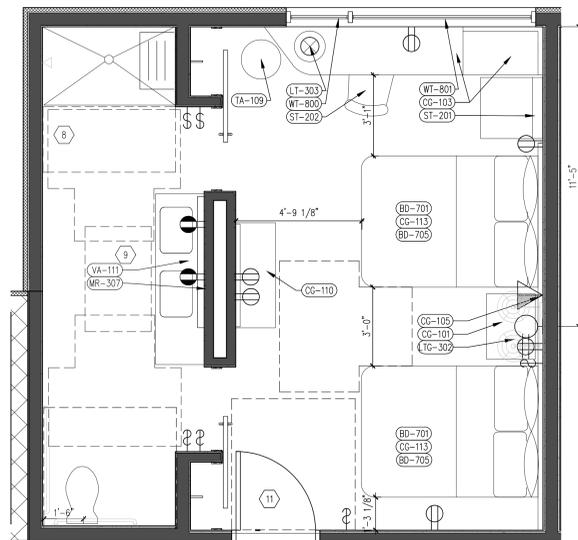
QQ2 FINISH PLAN SCALE: 3/8" = 1'-0" 15



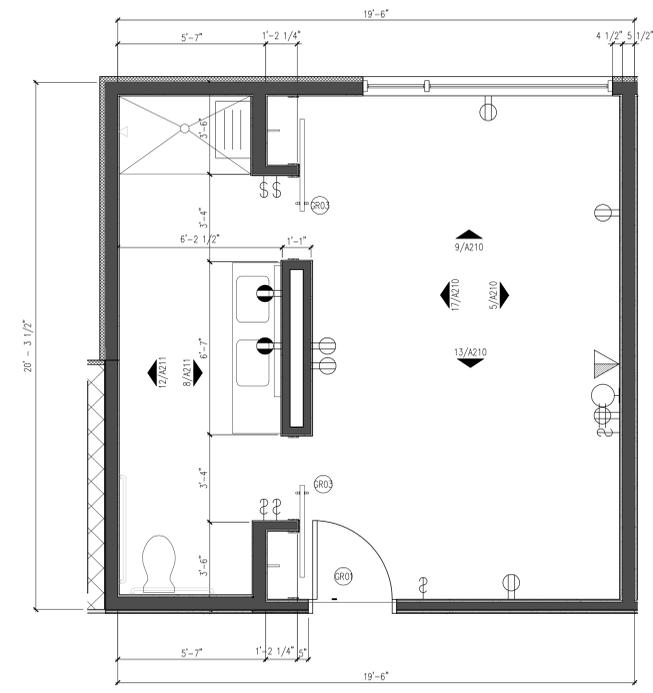
QQ2 REFLECTED CEILING PLAN SCALE: 3/8" = 1'-0" 7

- KEY NOTES:**
- 1 SHOWER ENCLOSURE WITH TEMPERED GLASS. TO BE ETCHED OR HAVE FILM TO MINIMIZE TRANSPARENCY
  - 2 PREMANUFACTURED SHOWER PAN
  - 3 PROVIDE BLOCKING IN WALL AT ALL MIRRORS, TVS, AND WALL HUNG BARN DOORS
  - 4 FLOOR DRAIN AT ROLL-IN SHOWER.
  - 5 WALL MOUNTED SHOWER ROD-PROVIDE BLOCKING AS REQ'D
  - 6 GRAB BARS AT ADA ROOMS. PROVIDE BLOCKING.
  - 7 60" TURNING RADIUS AS REQUIRED AT ADA ROOMS.
  - 8 30" X 60" CLEAR FLOOR SPACE IN FRONT OF SHOWER AS REQUIRED AT ADA ROOMS.
  - 9 30" X 48" CLEAR SPACE AT VANITY AS REQUIRED AT ADA ROOMS.
  - 10 BOTTOM OF REFLECTIVE SURFACE OF MIRROR TO BE MOUNTED AT 40" AFF
  - 11 60" X 60" CLEAR FLOOR SPACE AT ENTRY DOOR

INTERIOR KEYNOTES



QQ2 FURNITURE PLAN SCALE: 3/8" = 1'-0" 13



NOTE:  
DIMENSIONS SHOWN FACE OF FRAMING TO FACE OF FRAMING.  
OVERALL FLOOR PLANS A111-A115 SHOW CENTER OF WALL TO CENTER OF WALL.

QQ2 FLOOR PLAN SCALE: 3/8" = 1'-0" 5

1. REFER TO CORRIDOR PLAN BY FLOOR FOR SPECIFIC WINDOW LOCATIONS. POSITION OF WALL MIRROR, TV, AND LIGHT FIXTURES MIGHT MOVE BASED ON THE WINDOW LAYOUT
2. REFER TO PLUMBING SCHEDULE FOR FIXTURE INFORMATION
3. PROVIDE SIDE CHANNELS AT MULLIONS TO PREVENT LIGHT LEAK AROUND EDGES OF ROLLER SHADES
4. PROVIDE ACCESS PANELS AS REQUIRED.
5. SEE FINISH SCHEDULE ON A604 FOR ALL FINISHES NOTED ON ELEVATIONS THUSLY
6. SEE FINISH LEGEND ON SHEET A605 FOR ALL FINISH SPECIFICATIONS
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8. INTERIOR SPECIFICATIONS FOR ALL FF&E AVAILABLE THROUGH BEST WESTERN SUPPLY AND STUDIO DESIGN.  
CONTACT: 800-582-3601  
OPTION 4 FOR ADDITIONAL INFORMATION
9. SHOWER ENCLOSURE AND VANITY INTERIOR SPECIFICATION AVAILABLE THROUGH BEST WESTERN SUPPLY AND STUDIO DESIGN.  
CONTACT: 800-582-3601  
OPTION 4 FOR ADDITIONAL INFORMATION

GENERAL NOTES

NOT FOR REGULATORY APPROVAL PERMITTING OR CONSTRUCTION



PROJECT INFO:  
PROJECT NUMBER: 1706  
DRAWN BY: SP

REVISION:

NO.	DATE
1	DATE
2	DATE
3	DATE
4	DATE

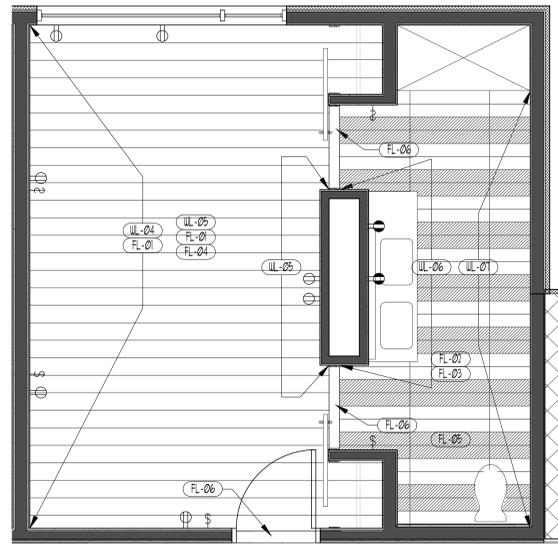
**PAREKH ARCHITECTS PLLC**  
18210 E MORGANS BEND DRIVE, CYPRESS, TX 77433  
PH: (832) 978 1262 | E-Mail: ael@parekharch.com

**BEST WESTERN GLO**  
S GRAND AVE AND W MAINE STREET, ENID, OK  
PREPARED FOR:

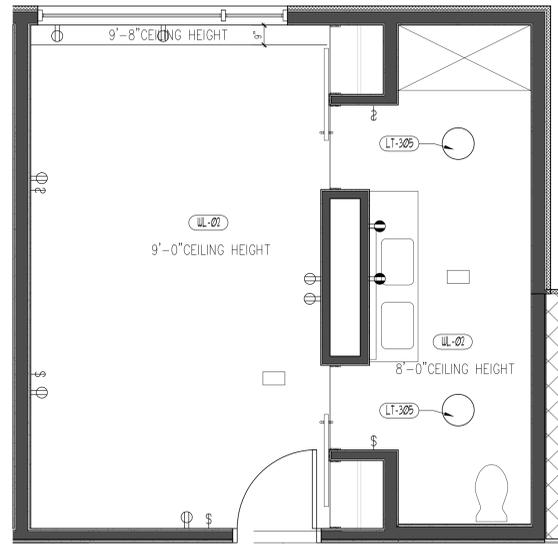
SHEET TITLE:  
ACCESSIBLE DOUBLE QUEEN ROOM

SCALE: 1/8" = 1'-0"  
DATE: 06-08-2017

SHEET NUMBER:  
**A204**



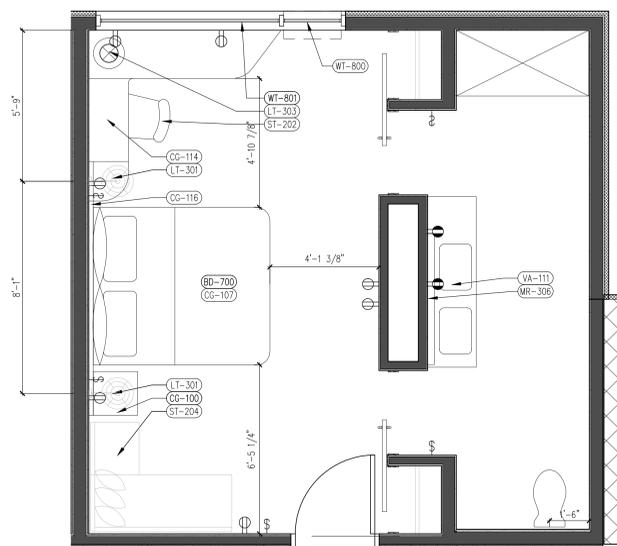
K3 FINISH PLAN SCALE: 3/8" = 1'-0" 15



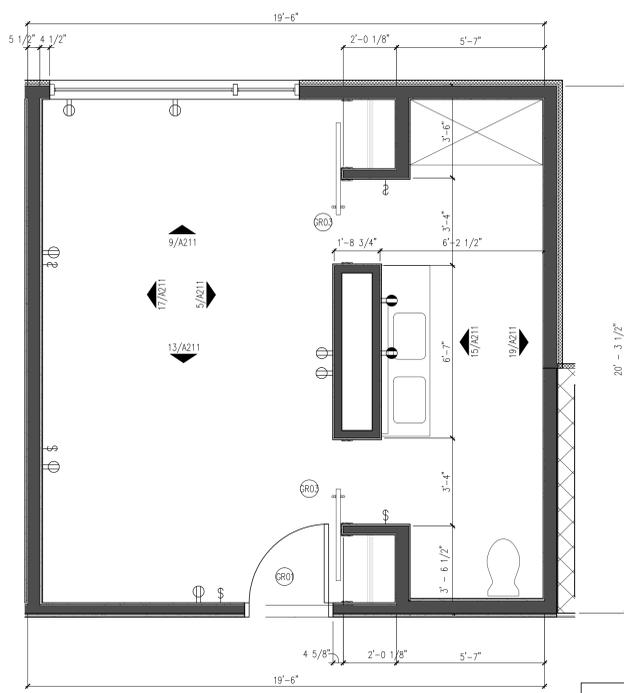
K3 REFLECTED CEILING PLAN SCALE: 3/8" = 1'-0" 7

- KEY NOTES:**
- 1 SHOWER ENCLOSURE WITH TEMPERED GLASS. TO BE ETCHED OR HAVE FILM TO MINIMIZE TRANSPARENCY
  - 2 PREMANUFACTURED SHOWER PAN
  - 3 PROVIDE BLOCKING IN WALL AT ALL MIRRORS, TVS, AND WALL HUNG BARN DOORS
  - 4 FLOOR DRAIN AT ROLL-IN SHOWER.
  - 5 WALL MOUNTED SHOWER ROD-PROVIDE BLOCKING AS REQ'D
  - 6 GRAB BARS AT ADA ROOMS. PROVIDE BLOCKING.
  - 7 60" TURNING RADIUS AS REQUIRED AT ADA ROOMS.
  - 8 30" X 60" CLEAR FLOOR SPACE IN FRONT OF TUB AS REQUIRED AT ADA ROOMS.
  - 9 30" X 48" CLEAR SPACE AT VANITY AS REQUIRED AT ADA ROOMS.
  - 10 BOTTOM OF REFLECTIVE SURFACE OF MIRROR TO BE MOUNTED AT 40" AFF
  - 11 60" X 60" CLEAR FLOOR SPACE AT ENTRY DOOR

INTERIOR KEYNOTES



K3 FURNITURE PLAN SCALE: 3/8" = 1'-0" 13



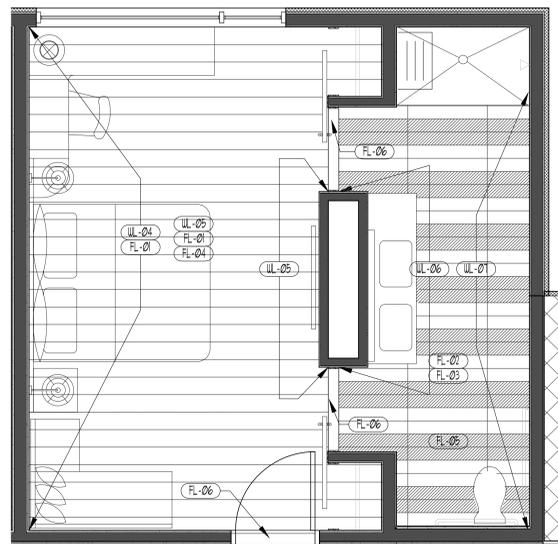
NOTE:  
DIMENSIONS SHOWN FACE OF FRAMING TO FACE OF FRAMING.  
OVERALL FLOOR PLANS A111-A115 SHOW CENTER OF WALL TO CENTER OF WALL.

K3 FLOOR PLAN SCALE: 3/8" = 1'-0" 5

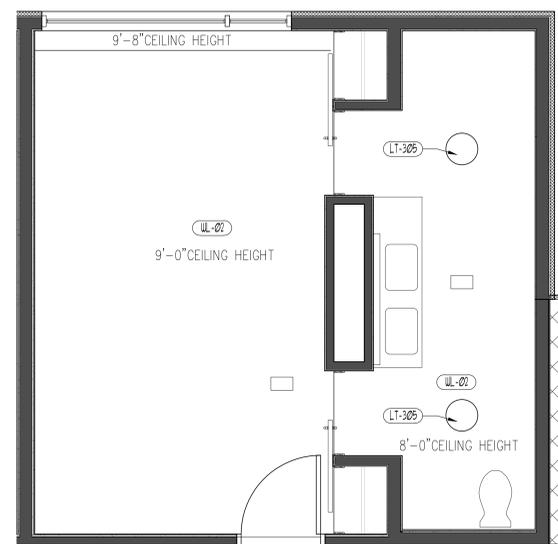
1. REFER TO CORRIDOR PLAN BY FLOOR FOR SPECIFIC WINDOW LOCATIONS. POSITION OF WALL MIRROR, TV, AND LIGHT FIXTURES MIGHT MOVE BASED ON THE WINDOW LAYOUT
2. REFER TO PLUMBING SCHEDULE FOR FIXTURE INFORMATION
3. PROVIDE SIDE CHANNELS AT MULLIONS TO PREVENT LIGHT LEAK AROUND EDGES OF ROLLER SHADES
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5. SEE FINISH SCHEDULE ON A604 FOR ALL FINISHES NOTED ON ELEVATIONS THUSLY (xx-xx)
6. SEE FINISH LEGEND ON SHEET A605 FOR ALL FINISH SPECIFICATIONS
7. CASEGOODS, SIGNATURE ELEMENTS AND PRINTED GOODS ARE PROPRIETARY TO THE BEST WESTERN GLO AND ARE NOT AVAILABLE FOR PROJECTS BEYOND THE GLO PROTOTYPE
8. INTERIOR SPECIFICATIONS FOR ALL FF&E AVAILABLE THROUGH BEST WESTERN SUPPLY AND STUDIO DESIGN.  
CONTACT: 800-582-3601  
OPTION 4 FOR ADDITIONAL INFORMATION
9. SHOWER ENCLOSURE AND VANITY INTERIOR SPECIFICATION AVAILABLE THROUGH BEST WESTERN SUPPLY AND STUDIO DESIGN.  
CONTACT: 800-582-3601  
OPTION 4 FOR ADDITIONAL INFORMATION

GENERAL NOTES

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION  
**PAREKH ARCHITECTS PLLC**  
 PROJECT INFO:  
 PROJECT NUMBER: 1706  
 DRAWN BY: SP  
 REVISION:  
 DATE  
 DATE  
 DATE  
 DATE  
**PAREKH ARCHITECTS PLLC**  
 18218 E MORGAN BEND DRIVE, CYPRESS, TX 77433  
 PH: (832) 678-1282 | E-Mail: info@parekharch.com  
**BEST WESTERN GLO**  
 S GRAND AVE AND W MAINE STREET, ENID, OK  
 PREPARED FOR:  
 SHEET TITLE:  
 KING SUITE  
 SCALE: 1/8" = 1'-0"  
 DATE: 06-08-2017  
 SHEET NUMBER:  
**A205**



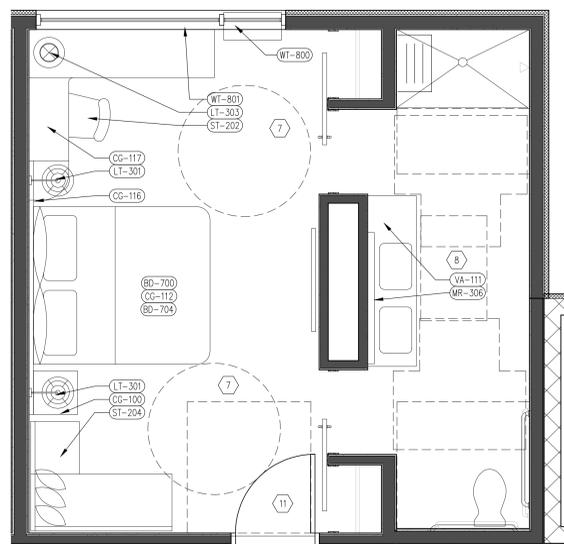
K4 FINISH PLAN SCALE: 3/8" = 1'-0" 15



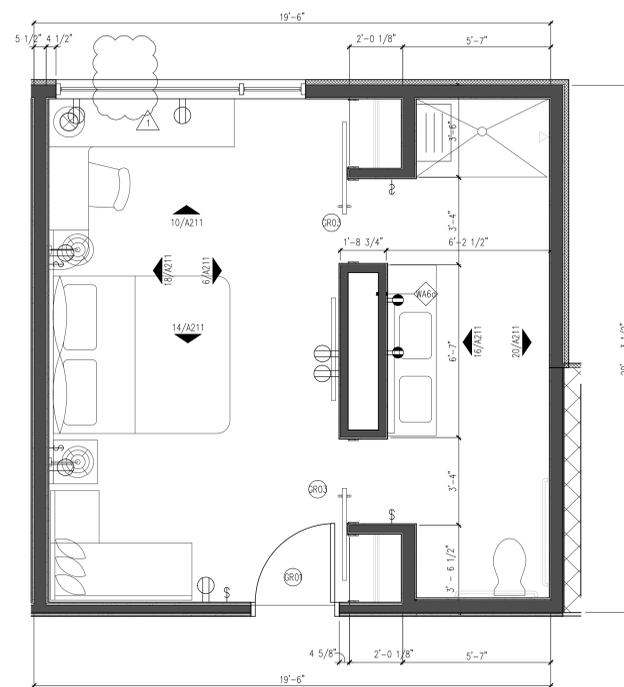
K4 REFLECTED CEILING PLAN SCALE: 3/8" = 1'-0" 7

- KEY NOTES:**
- 1 SHOWER ENCLOSURE WITH TEMPERED GLASS. TO BE ETCHED OR HAVE FILM TO MINIMIZE TRANSPARENCY
  - 2 PREMANUFACTURED SHOWER PAN
  - 3 PROVIDE BLOCKING IN WALL AT ALL MIRRORS, TVS, AND WALL HUNG BARN DOORS
  - 4 FLOOR DRAIN AT ROLL-IN SHOWER.
  - 5 WALL MOUNTED SHOWER ROD--PROVIDE BLOCKING AS REQ'D
  - 6 GRAB BARS AT ADA ROOMS. PROVIDE BLOCKING.
  - 7 60" TURNING RADIUS AS REQUIRED AT ADA ROOMS.
  - 8 30" X 60" CLEAR FLOOR SPACE IN FRONT OF TUB AS REQUIRED AT ADA ROOMS.
  - 9 30" X 48" CLEAR SPACE AT VANITY AS REQUIRED AT ADA ROOMS.
  - 10 BOTTOM OF REFLECTIVE SURFACE OF MIRROR TO BE MOUNTED AT 40" AFF
  - 11 60" X 60" CLEAR FLOOR SPACE AT ENTRY DOOR

INTERIOR KEYNOTES



K4 FURNITURE PLAN SCALE: 3/8" = 1'-0" 13



NOTE:  
DIMENSIONS SHOWN FACE OF FRAMING TO FACE OF FRAMING.  
OVERALL FLOOR PLANS A111-A115 SHOW CENTER OF WALL TO CENTER OF WALL.

K4 FLOOR PLAN SCALE: 3/8" = 1'-0" 5

1. REFER TO CORRIDOR PLAN BY FLOOR FOR SPECIFIC WINDOW LOCATIONS. POSITION OF WALL MIRROR, TV, AND LIGHT FIXTURES MIGHT MOVE BASED ON THE WINDOW LAYOUT
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OPTION 4 FOR ADDITIONAL INFORMATION

GENERAL NOTES

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PAREKH ARCHITECTS PLLC

PROJECT INFO:  
PROJECT NUMBER: 1706  
DRAWN BY: SP

REVISION:

DATE	DATE	DATE	DATE
▲	▲	▲	▲
▲	▲	▲	▲
▲	▲	▲	▲

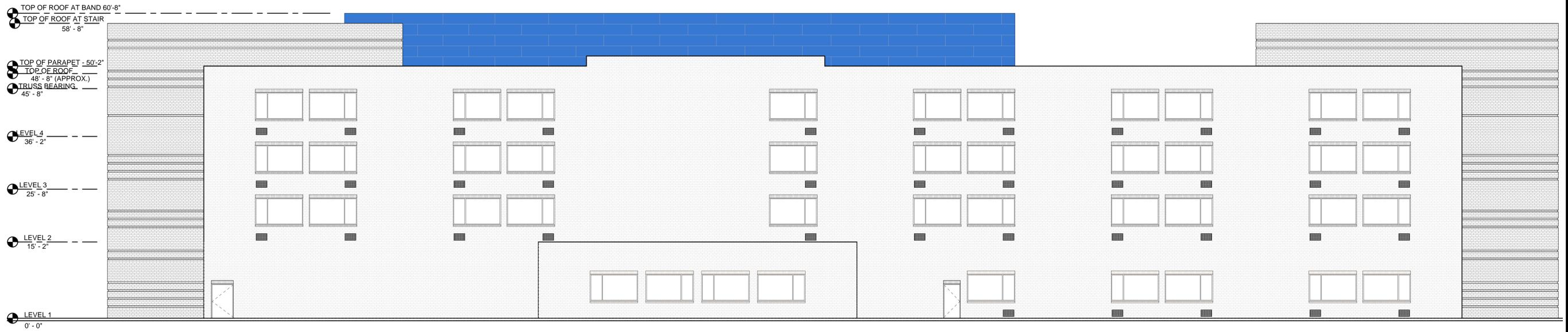
PAREKH ARCHITECTS PLLC  
18218 E MORGANS BEND DRIVE, CYPRESS, TX 77433  
PH: (832) 878-1262 | E-Mail: info@parekharch.com

BEST WESTERN GLO  
S GRAND AVE AND W MAINE STREET, ENID, OK  
PREPARED FOR:

SHEET TITLE:  
ACCESSIBLE KING SUITE

SCALE: 1/8" = 1'-0"  
DATE: 06-08-2017

SHEET NUMBER:  
A206



2 SOUTH ELEVATION  
1/8" = 1'-0"



1 NORTH ELEVATION  
1/8" = 1'-0"

-  DARK GRAY BRICK - SLATE  
VELOUR TEXTURE - BRICK.COM OR SIMILAR
-  LIGHT GREY BRICK - STEEL GRAY  
VELOUR TEXTURE - BRICK.COM OR SIMILAR
-  ALUMINUM PANELS - COBALT GLAZE -  
PORTER PAINTS - PPG 1240-7

CONTRACTOR TO PROVIDE SAMPLES FOR BRICK/ROCK  
TO OWNER AND BRAND FOR APPROVAL PRIOR TO INSTALLATION.

NOT FOR  
REGULATORY  
APPROVAL,  
PERMITTING OR  
CONSTRUCTION



PROJECT INFO:  
PROJECT NUMBER 1756  
DRAWN BY: SP

REVISION:

DATE	DATE	DATE	DATE
▲	▲	▲	▲
▲	▲	▲	▲
▲	▲	▲	▲
▲	▲	▲	▲

PAREKH ARCHITECTS PLLC  
18218 E MORGAN BEND DRIVE, CYPRESS, TX 77433  
PH: (832) 878-1282 | E-Mail: info@parekharch.com

BEST WESTERN GLO  
S GRAND AVE AND W MAINE STREET, ENID, OK

PREPARED FOR:

SHEET TITLE:  
BUILDING ELEVATIONS

SCALE: AS SHOWN  
DATE: 06-08-2017

SHEET NUMBER:  
A401

NOT FOR  
REGULATORY  
APPROVAL,  
PERMITTING OR  
CONSTRUCTION



PROJECT INFO:  
PROJECT NUMBER 1756  
DRAWN BY: SP

REVISION:	DATE
△	DATE

PAREKH ARCHITECTS PLLC  
18218 E MORGAN BEND DRIVE, CYPRESS, TX 77433  
PH: (832) 878-1292 | E-Mail: info@parekharch.com

**BEST WESTERN GLO**  
S GRAND AVE AND W MAINE STREET, ENID, OK  
PREPARED FOR:

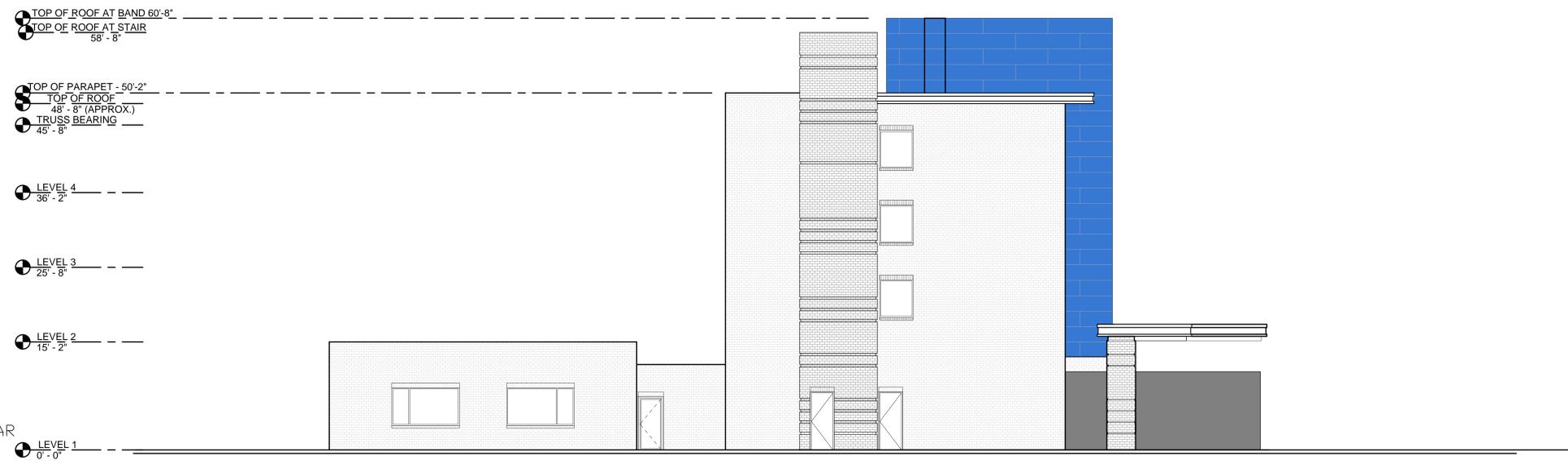
SHEET TITLE:  
BUILDING ELEVATIONS

SCALE: 1/8"=1'-0"  
DATE: 06-08-2017

SHEET NUMBER:  
**A402**



1 WEST ELEVATION  
1/8" = 1'-0"



2 EAST ELEVATION  
1/8" = 1'-0"

-  DARK GRAY BRICK - SLATE  
VELOUR TEXTURE - BRICK.COM OR SIMILAR
-  LIGHT GREY BRICK - STEEL GRAY  
VELOUR TEXTURE - BRICK.COM OR SIMILAR
-  ALUMINUM PANELS - COBALT GLAZE -  
PORTER PAINTS - PPG 1240-7

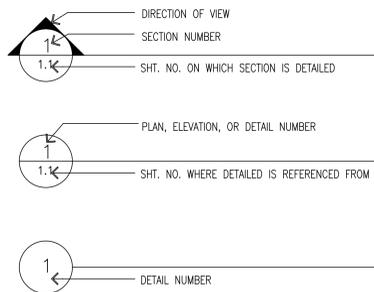
# BEST WESTERN GLO

## Enid, Oklahoma

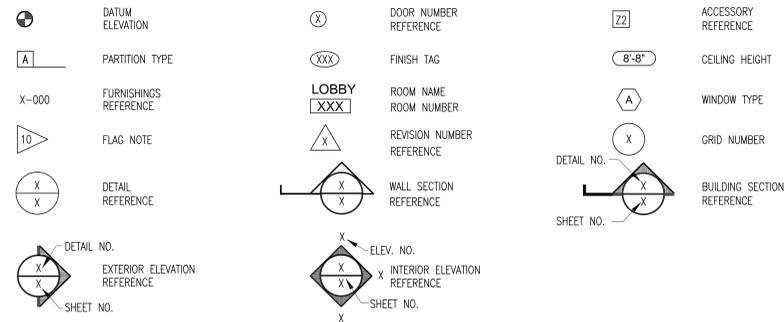
### Abbreviations

ACOUS. ACoustICAL	COL. COLUMN	E.J. EXPANSION JOINT	GALV. GALVANIZED	L.S.D. LIQUID SOAP DISPENSER	PAT. PATIENT	S.D. SOAP DISPENSER	T.P.D. TOILET PAPER DISPENSER
AFF. ABOVE FINISHED FLOOR	COMP. CONCRETE	EL. ELEVATION	G.B. GLASS	MACH. MACHINE	PL. PLATE	SECT. SECTION	T.W. TOP OF WALL
A.D. AREA DRAIN	CONT. CONTINUOUS	ELEC. ELECTRICAL	GL. GLAZING	MAX. MAXIMUM	P. LAM. PLASTIC LAMINATE	S.F. SQUARE FEET	TYP. TYPICAL
ADJ. ADJUSTABLE	CORR. CORRIDOR	ELEV. ELEVATOR	GND. GROUND	MECH. MECHANICAL	PLAS. PLASTER	SH. SHIELD	T.O.B. TOP OF BEAM
ADMIN. ADMINISTRATIVE	CPAD. CARPET PAD	EMER. EMERGENCY	GR. GRADE	MED. PREP. MEDIAN PREPARATION	PLYWD. PLYWOOD	SHR. SHOWER	T.O.C. TOP OF CONCRETE
ALUM. ALUMINUM	CPT. CARPET	ENCL. ENCLOSURE	GY. GYP. GYPSUM	MEMB. MEMBRANE	PR. PAIR	SHT. SHEET	T.O.P. TOP OF PARAPET
ALT. ALTERNATE	CRG. CONCRETE	EQ. EXPOSED STRUCTURE	HWD. HARDWOOD	MFR. MANUFACTURER	PT. PAINT	SIM. SIMILAR	T.O.R. TOP OF ROOF
ANCL. ANCILLARY	CRT. CONCRETE	EQ. EQUAL	H.C. HOLLOW CORE	MH. MANHOLE	P.T.D. PAPER TOWEL DISPENSER	S.N.D. SANITARY NAPKIN DISPENSER	T.O.S. TOP OF STEEL
APPROX. APPROXIMATE	CTB. CERAMIC TILE	EQPT. EQUIPMENT	H.C. PRIVATE HANDICAPPED PRIVATE	MIN. MINIMUM	P.T.D./R. COMBINATION PAPER TOWEL DISPENSER AND RECEPTACLE PARTITION	S.N.R. SANITARY NAPKIN RECEPTACLE	T/S TOILET/SHOWER
ARCH. ARCHITECT (URAL)	CTB. CARPET/CERAMIC BASE	E.W.C. ELECTRIC WATER COOLER	H.W.D. HARDWOOD	MIR. MIRROR	PTN. PARTITION	S.P. SPACES	UNF. UNFINISHED
	CTR. CENTER	EXST. EXISTING	H.E.W.C. HANDICAP ELECTRIC WATER COOLER	MISC. MISCELLANEOUS	Q.T. QUARRY TILE	SPEC. SPECIFICATION	U.O.N. UNLESS OTHERWISE NOTED
BD. BOARD	CTS.K. COUNTERSUNK	EXP. EXPOSED	H.M. HOLLOW METAL	MTD. MOUNTED	R. RISER	SQ. SQUARE	UR. URINAL
BLK. BLOCK	CU. FT. CUBIC FOOT	EXP. EXPANSION	HORIZ. HORIZONTAL	MUL. MULLION	RAD. RADIUS	S.S. STAINLESS	VCT. VINYL FLOORING
BLCK. BLOCKING	CU. YD. CUBIC YARD	EXT. EXTERIOR	HT. HEIGHT	M.R. MOISTURE RESISTANT	R.C.B. RUBBER COVE BASE	S.K. SERVICE SINK	VERT. VERTICAL
BM. BEAM	D.B. SINK DOUBLE BASIN SINK	F.A. FIRE ALARM	H.V.A.C. HEATING/VENTILATION/AIR CONDITIONING	N. NORTH	R.D. ROOF DRAIN	STA. STATION	VEST. VESTIBULE
BOT. BOTTOM	DBL. DOUBLE	F.D. FLOOR DRAIN	I.D. INSIDE DIAMETER	N.I.C. NOT IN CONTRACT	R.O. ROOF OPENING	STD. STANDARD	VT. VERTICAL
BRC. BEARING	DEPT. DEPARTMENT	F.F. FINISH FLOOR	I.D. INSULATION	NO. OR # NUMBER	R.F.S. ROOM FINISH SCHEDULE	STL. STEEL	VYL. VINYL
BRK. BRICK	D.F. DRINKING FOUNTAIN	FDN. FOUNDATION	INT. INTERIOR	N.T.S. NOT TO SCALE	REF. REFERENCE	STOR. STORAGE	W. WEST
	DET. DETAIL	F.E. FIRE EXTINGUISHER	JAN. JANITOR	OFCI OWNER FURNISHED CONTRACTOR INSTALLED	RESIST. RESISTANT	STR. STRUCTURAL	W/ WITH
CAB. CABINET	DIA. DIAMETER	F.E.C. FIRE EXTINGUISHER CABINET	JST. JOISTS	OFI OWNER INSTALLED	REFR. REFRIGERATOR	SUP. SUPER	WB WOOD BASE
CEM. CEMENT	DIM. DIMENSION	FIN. FINISH	JT. JOINTS	OFI OWNER INSTALLED	REINF. REINFORCED/REINFORCING	SUSP. SUSPENDED	W.C. WATER CLOSET
CER. CERAMIC	DISP. DISPENSER	FL. FLOOR	LAB. LABORATORY	OFI OWNER INSTALLED	REQ. REQUIRED	SYM. SYMMETRICAL	WD. WOOD
CFCI CONTRACTOR UNFINISHED	DN. DOWN	FLASH. FLASHING	LAM. LAMINATE	OFI OWNER INSTALLED	RESIL. RESILIENT	T. TOILET	W/O WITHOUT
	DR. DOOR	FLEX. FLEXIBLE	LAV. LAVATORY	OFI OWNER INSTALLED	RFS ROOM FINISH SCHEDULE	T.B. TOWEL BAR	WSCT. WAINSCOT
C.I.P. CAST IN PLACE	DWR. DRAWER	FT. FOOT OR FEET	LEV. LEVEL	O.T.O. OUT TO OUT	RM. ROOM	T.C. TOP OF CURB	WT. WEIGHT
C.J. CONTROL JOINT	DWG. DRAWING	FTG. FOOTING	LT. LIGHT	O.C. ON CENTER	R.O. ROUGH OPENING	TEL. TELEPHONE	
CLG. CEILING	D.W. DUMB WATER	FUR. FURRING		O.D. OUTSIDE DIAMETER	R.J. RUSTICATION JOINT	TEMP. TEMPERED	
CLO. CLOSET	E. EAST	F.R. FIRE RATED		OFF. OFFICE	S. SOUTH	TER. TERRAZZO	
CLR. CLEAR	EA. EACH	F.V. FIELD VERIFY		OPR. OPERABLE	S.C. SOLID CORE	T. & G. TONGUE AND GROOVE	
CM CROWN MOLDING	E.I.F.S. EXTERIOR INSULATION FINISH SYSTEM	GA. GAGE		OPNG. OPERABLE	SCHED. SCHEDULE	THK. THICK	
C.M.U. CONCRETE MASONRY UNIT				OPP. OPPOSITE		T.P. TOP OF PAVEMENT	
CNTR. COUNTER							

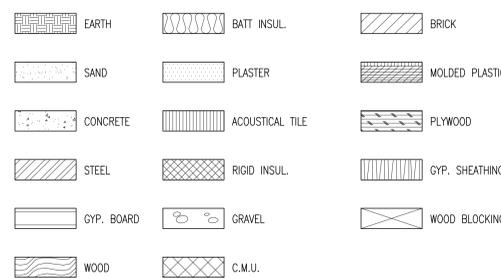
### Section/Detail Mark



### Symbol Legend



### Material Legend



### Vicinity Map



### Project Information

APPLICABLE CODES AND STANDARDS			
BUILDING CODE	- INTERNATIONAL BUILDING CODE (IBC)	2015 EDITION	FIRE CODE
ACCESSIBILITY	- ADA	2010 EDITION	- NFPA 13 R IN ALL AREAS
MECHANICAL CODE	- INTERNATIONAL MECHANICAL CODE	2015 EDITION	- INTERNATIONAL FIRE CODE
PLUMBING CODE	- INTERNATIONAL PLUMBING CODE	2015 EDITION	LIFE SAFETY CODE
ELECTRICAL CODE	- NATIONAL ELECTRICAL CODE	2014 EDITION	ALARM
GAS CODE	- INTERNATIONAL FUEL GAS CODE	2015 EDITION	- NFPA 72
			ENERGY CONSERVATION
			- INTERNATIONAL ENERGY CONSERVATION CODE
			2015 EDITION

### OCCUPANCY CLASSIFICATION & BUILDING TYPE

USE GROUP - R-1  
 OCCUPANCY LOAD -  
 CONSTRUCTION TYPE - 5 A  
 FIRE PROTECTION - SPRINKLERED NFPA 13 R

### BUILDING SQUARE FOOTAGE

FIRST FLOOR AREA	16,411 SQ. FT. (NOT INCL. PORTE-COCHERE)
SECOND FLOOR AREA	12,502 SQ. FT.
THIRD FLOOR AREA	12,502 SQ. FT.
FOURTH FLOOR AREA	12,502 SQ. FT.
TOTAL HOTEL BUILDING AREA	53,917 SQ.FT. (INCL. INDOOR POOL)

### Consultants

**CIVIL**  
 ENVIROTECH CONSULTING  
 2500 NORTH 11TH STREET,  
 ENID, OK 73701  
 P: 580 234 8780  
 JSTALLINGS@ENVIROTECHCONSULTING.COM

**MECHANICAL, PLUMBING AND ELECTRICAL**  
 MEP GREEN DESIGN AND BUILD PLLC  
 17047 El Camino Real, Suite 211  
 Houston, TX 77058  
 P: 281 786 1195  
 dungyu@mepregreendesigns.com

**STRUCTURAL**  
 SAI ENGINEERING PLC  
 2240 N.W. 16TH STREET  
 EDMOND, OKLAHOMA 73013  
 405-285-5511 (OFFICE)  
 Syam@sai-engr.com

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W. MAINE STREET  
 ENID CONVENTION CENTER

NOT FOR REGULATORY APPROVAL PERMITTING OR CONSTRUCTION

PAREKH ARCHITECTS PLLC

PROJECT INFO:  
 PROJECT NUMBER: 1706  
 DRAWN BY: SP

REVISION:

DATE

DATE

DATE

DATE

DATE

1818 E MORGAN BEND DRIVE, CYPRESS, TX 77433  
 PH: (832) 678 1202 | E-Mail: info@parekharch.com

PAREKH ARCHITECTS PLLC

BEST WESTERN GLO

S GRAND AVE AND W MAINE STREET, ENID, OK

PREPARED FOR:

SHEET TITLE:  
 LEGENDS, SYMBOLS AND ABBREVIATIONS SHEET

SCALE: N.T.S.

DATE: 06-08-2017

SHEET NUMBER:  
 A001

**City Commission Meeting**

18.1.

**Meeting Date:** 06/20/2017

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

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**SUBJECT:**

**AWARD A CONTRACT WITH RSM US LLP, OKLAHOMA CITY, OKLAHOMA TO COMPLETE THE 2016-2017 ENID PUBLIC TRANSPORTATION AUTHORITY VEHICLE REVENUE MILEAGE AUDIT IN THE AMOUNT OF \$4,200.00.**

**BACKGROUND:**

The Oklahoma Department of Transportation's (ODOT) Public Transit management plan requires the Enid Public Transportation Authority to obtain an independent audit report attesting to the annual vehicle revenue miles to receive funds from the public transit state revolving fund. The revenue mileage audit is due to ODOT by the last working day of August each year.

**RECOMMENDATION:**

Award contract to RSM US LLP in the amount of \$4,200.00 and authorize the Chairman to execute all contract documents.

**PRESENTER:**

Erin Crawford, Chief Financial Officer

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**Fiscal Impact**

**Budgeted Y/N:** Y

**Amount:** \$4,200.00

**Funding Source:**

Enid Public Transportation Authority

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**Attachments**

EPTA Engagement Letter

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June 5, 2017

Mr. Jerald Gilbert, City Manager  
Ms. Erin Crawford, Chief Financial Officer  
City of Enid  
Enid Public Transportation Authority Attestation Examination  
401 West Owen K. Garriott Road  
Enid, Oklahoma 73702

RSM US LLP

531 Couch Drive  
Oklahoma City, Oklahoma

T +1 405 239 7961  
F +1 405 235 0042

[www.rsmus.com](http://www.rsmus.com)

Attention: Finance Committee

This letter is to explain our understanding of the arrangements regarding our engagement to examine the statement of vehicle revenue mileage, as defined in the January 2012 publication of the *Public Transportation Revolving Fund State Management Plan*, of the Enid Public Transportation Authority (the Authority) for the year ended June 30, 2017, in accordance with attestation standards established by the American Institute of Certified Public Accountants. We ask that you confirm this understanding.

### **Engagement Services**

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

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

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

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

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

**THE POWER OF BEING UNDERSTOOD**  
AUDIT | TAX | CONSULTING

Mr. Jerald Gilbert, City Manager  
Ms. Erin Crawford, Chief Financial Officer  
City of Enid  
June 5, 2017  
Page 2

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

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

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

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

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

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

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

Our fees for the services described above are based on the time required by the individuals assigned to the engagement, plus direct expenses, including report processing, travel, meals, and fees for services from other professionals, as well as a charge of 5 percent of fees for all other expenses, including indirect administrative expenses such as technology, research and library databases, communications, photocopying, postage and clerical assistance. Our fees for the services described in this letter will be \$4,000.

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

Mr. Jerald Gilbert, City Manager  
Ms. Erin Crawford, Chief Financial Officer  
City of Enid  
June 5, 2017  
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Our professional standards require that we perform certain additional procedures on current and previous years' engagements whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client. Accordingly, the City agrees it will compensate RSM US LLP for any additional costs incurred as a result of the City's employment of a partner or professional employee of RSM US LLP

#### **Claim Resolution**

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

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

#### **Reporting**

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

This letter constitutes the complete and exclusive statement of agreement between RSM US LLP and the City of Enid, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

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

RSM US LLP

A handwritten signature in black ink, appearing to read "Mike Gibson", with a long horizontal line extending to the right.

Mike Gibson, Partner

Mr. Jerald Gilbert, City Manager  
Ms. Erin Crawford, Chief Financial Officer  
City of Enid  
June 5, 2017  
Page 4

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

\_\_\_\_\_  
Mayor or Chairman of Audit Committee

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
Date

**City Commission Meeting**

**18.2.**

**Meeting Date:** 06/20/2017

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**SUBJECT:**

**APPROVAL OF CLAIMS IN THE AMOUNT OF \$4,436.78.**

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**Attachments**

Claimslist

JP Morgan Claimslist

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**City Commission Meeting**

21.

**Meeting Date:** 06/20/2017

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

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**SUBJECT:**

**CONSIDER CONVENING INTO EXECUTIVE SESSION PURSUANT TO 25 O.S. §307(B)(4) TO DISCUSS A PENDING INVESTIGATION, CLAIM OR ACTION, AND TO RECONVENE INTO SPECIAL 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)(4), to conduct "[c]onfidential communications between a public body and its attorney concerning a pending investigation, claim, or action" because the Mayor and Board of Commissioners, "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 in the public interest."

**RECOMMENDATION:**

Convene into Executive Session.

**PRESENTER:**

Andrea L. Chism, City Attorney

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