



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

BOARD OF COMMISSIONERS

NOTICE OF MEETINGS

Mayor and Board of Commissioners of the City of Enid, Oklahoma, the Trustees of the Enid Municipal Authority, 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 and the Trustees of the Enid Public Transportation Authority, a Public Trust will meet in regular session at 6:30 p.m. on the 21st day of November, 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 REGULAR MEETING

1. CALL TO ORDER/ROLL CALL.
2. INVOCATION.
3. FLAG SALUTE.
4. CONSIDER APPROVAL OF MINUTES OF THE REGULAR COMMISSION MEETING OF NOVEMBER 7, 2017.
5. AWARDS, PRESENTATIONS, PROCLAMATIONS, AND ORGANIZATIONAL BUSINESS.
 1. PRESENT PET AVAILABLE FOR ADOPTION AT THE CITY ANIMAL SHELTER.
 2. CONSIDER APPOINTMENTS TO THE KAW LAKE FUNDING OVERSIGHT COMMITTEE AND VANCE DEVELOPMENT AUTHORITY.
6. HEARINGS.
 1. NONE.

7. COMMUNITY DEVELOPMENT.

- 1. NONE.**

8. ADMINISTRATION.

- 1. CONSIDER A RESOLUTION AMENDING THE 2017-2018 AIRPORT FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS TO INCREASE THE 2017-2018 APPROPRIATED AMOUNTS FOR THE AIRPORT DEPARTMENT, IN THE AMOUNT OF \$193,400.00.**
- 2. CONSIDER A RESOLUTION SELECTING THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) AS THE AUTHORITY TO SELECT THE ENGINEER RESPONSIBLE FOR CITY BRIDGE INSPECTIONS FOR THE CONTRACT PERIOD OF APRIL 1, 2018 TO MARCH 31, 2020.**
- 3. CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 2, "FINANCE AND TAXATION" CHAPTER SIX "FEE SCHEDULE", ARTICLE C, SECTION 2-6C-2 "LANDFILL PERMIT FEES", TO PROVIDE A REFUSE AND RUBBISH FEES PER TON FOR YEARS 2018-2024; SECTION 2-6E-8 "SOLID WASTE COLLECTION CHARGES" TO PROVIDE \$4.00 FEE FOR FAILING TO USE POLY CARTS CORRECTLY AND TO RESTRUCTURE PAYMENT FOR REMOVAL OF BULK WASTE; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.**

9. CONSENT.

- 1. ACCEPT OWNERSHIP OF AN OKLAHOMA WATER RESOURCE BOARD (OWRB) GROUNDWATER PERMIT IN THE RINGWOOD WELL FIELD FOR MUNICIPAL USE BY THE CITY OF ENID.**
- 2. APPROVE CHANGE ORDER NO. 2 WITH C-P INTEGRATED SERVICES INC., OKLAHOMA CITY, OKLAHOMA, IN THE AMOUNT OF \$9,884.97, AND ACCEPT THE RANDOLPH SIDEWALK, CLEVELAND STREET TO OAKWOOD ROAD PROJECT, PROJECT NO. M-1601A.**
- 3. APPROVE CHANGE ORDER NO. 1 WITH MTZ CONSTRUCTION, INC., OKLAHOMA CITY, OKLAHOMA, FOR THE LANDFILL COMMERCIAL SCALE ACCESS ROAD IMPROVEMENTS, PROJECT NO. M-1706A, IN THE AMOUNT OF \$4,125.00.**
- 4. APPROVE CHANGE ORDER NO. 1 WITH DUKES ROOT CONTROL, INC., SYRACUSE, NEW YORK, ON THE 2017 SANITARY SEWER CHEMICAL ROOT CONTROL, PROJECT NO. S-1705, IN THE AMOUNT OF \$84,000.00.**
- 5. AWARD A CONTRACT TO LUCKINBILL, INC. OF ENID, OKLAHOMA, FOR THE 1900 BLOCK EAST BROADWAY AVE BOX CULVERT REPLACEMENT, PROJECT NO. F-1703C, IN THE AMOUNT OF \$317,631.90.**
- 6. APPROVE CHANGE ORDER NO. 1 TO ADD \$12,798.12 WITH RICK LORENZ CONSTRUCTION, INC., ENID, OKLAHOMA FOR THE ADA COMPLIANCE PROGRAM, PROJECT NO. M-1707.**

7. ACCEPT THE BASE CONTRACT AND CHANGE ORDER NUMBER 1 WORK COMPLETED BY BEVERAGE'S CONSTRUCTION FROM CRESCENT, OKLAHOMA, FOR THE CONSTRUCTION OF CHEROKEE DETENTION FACILITY-PHASE III PROJECT NO. F-1701A.
8. EXECUTE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH POE & ASSOCIATES, INC., OKLAHOMA CITY, OKLAHOMA, FOR THE CLEVELAND AVENUE, BNSF RAILROAD TO WILLOW ROAD IMPROVEMENT DESIGN, PROJECT R-1803A, IN THE AMOUNT OF AND NOT TO EXCEED \$419,600.00.
9. EXECUTE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH CEC CORPORATION, OKLAHOMA CITY, OKLAHOMA, FOR THE NORTH GARLAND ROAD AND WEST RANDOLPH AVENUE INTERSECTION IMPROVEMENT DESIGN, PROJECT No. R-1805A, IN THE AMOUNT NOT TO EXCEED \$176,867.00.
10. APPROVAL OF CLAIMS IN THE AMOUNT OF \$3,351,815.88.
10. RECESS TO CONVENE AS THE ENID MUNICIPAL AUTHORITY.
11. TRUSTEES OF THE ENID MUNICIPAL AUTHORITY REGULAR MEETING.
12. ENID MUNICIPAL AUTHORITY REGULAR MEETING.
1. APPROVAL OF CLAIMS IN THE AMOUNT OF \$134,613.40.
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 THE ROOM OCCUPANCY GUARANTEE AGREEMENT, PARKING LOT GRANT LETTER AGREEMENT AND COMPLETION GUARANTY FROM ENIDBWP, LLC, ASTON MANAGEMENT COMPANY, AND DR. ATUL PATEL, AND THE SPECIAL WARRANTY DEED TRANSFERRING DOWNTOWN PROPERTY TO THE HOTEL DEVELOPER AT CLOSING; AND AUTHORIZE THE CHAIRMAN OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY TO EXECUTE ALL DOCUMENTS NECESSARY FOR THE CLOSING WITH ENIDBWP, LLC.
2. CONSIDER A RESOLUTION AUTHORIZING THE CHAIRMAN OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY TO EXECUTE ALL DOCUMENTS NECESSARY FOR THE SALE AND TRANSFER OF THE DEVELOPMENTAL PROPERTY TO ENIDBWP, L.L.C. AND TAKE ALL ACTIONS NECESSARY AT THE REAL ESTATE CLOSING.
16. ADJOURN TO CONVENE AS THE ENID PUBLIC TRANSPORTATION AUTHORITY.
17. TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY REGULAR MEETING.

18. ENID PUBLIC TRANSPORTATION AUTHORITY REGULAR MEETING.
 1. APPROVAL OF CLAIMS IN THE AMOUNT OF \$4,442.29.
19. ADJOURN TO RECONVENE AS THE ENID CITY COMMISSION.
20. PUBLIC COMMENTS.
21. ADJOURN.

City Commission Meeting

4.

Meeting Date: 11/21/2017

SUBJECT:

CONSIDER APPROVAL OF MINUTES OF THE REGULAR COMMISSION MEETING OF NOVEMBER 7, 2017.

Attachments

Minutes

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 7TH DAY OF NOVEMBER 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 7th day of November 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 6th day of November 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, City Attorney Carol Lahman, City Clerk Alissa Lack, Chief Financial Officer Erin Crawford, Director of Engineering Services Chris Gdanski, Public Utilities Director Lou Mintz, Interim Public Works Director Everett Glenn, Planning Administrator Chris Bauer, Captain Bryan Skaggs, Fire Marshal Kenneth Helms, Director of Marketing and Public Relations Steve Kime, Human Resources Director Sonya Key, and Ex-Officio Member Colonel Lee Gentile.

Commissioner Derwin Norwood, Jr. gave the Invocation, and Commissioner George Pankonin led the Flag Salute.

Motion was made by Commissioner Janzen and seconded by Commissioner Waddell to approve the minutes of the regular Commission meeting of October 17, 2017, and the vote was as follows:

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

NAY: None.

Animal Adoption Coordinator Charlet Ringwald presented “Dumpling” a 3-month-old female puppy available for adoption at the Enid Animal Shelter.

A hearing was held regarding a request to close a ten foot (10’) alley lying north of Lots 1-12, Block 3, Replat of Block 3, Murphy’s Addition, lying in the southeast quarter of Section Six, Township Twenty-two North, Range Six West of the Indian Meridian, Garfield County, Oklahoma for the benefit of Enid Public School.

City Engineer Robert Hitt provided a brief presentation regarding the request from Enid Public School District to close an alley on the site known as Harrison School. He noted that the alley runs from North Independence Avenue to North Washington Street, and was bordered by West Poplar Avenue on the north and West Birch Avenue on the south. He provided an illustration showing the current location of the alley and school facilities, and the proposed development of multi-family units on that property. It also showed an existing sanitary sewer line that crosses that alley, which the developer has anticipated moving into the right-of-way on North Independence Street. The alley would not be needed at that point.

Mr. Dolph Woodman, 218 East Harrison, Republic, Missouri, a developer for Harrison Courts, addressed any questions that Commissioners had regarding the development.

He explained that the two existing structures would remain. The developers would be converting the old school into eighteen senior housing units, and constructing eighteen more senior housing units. He noted that the existing gym would not be renovated, but would exist as a community area. He further noted that the school system would continue to utilize the existing gym until a new one was constructed.

Having no further discussion, the hearing concluded.

Mr. Hitt spoke regarding an ordinance that would take action to close an alley in Block 3 of Murphy's Addition. It was noted that the ordinance did retain a utility easement until the existing sanitary sewer was relocated out of the alley.

Motion was made by Commissioner Wilson and seconded by Commissioner Janzen to adopt an ordinance closing to the public a ten foot (10') alley lying north of Lots 1-12, Block 3, Replat of Block 3, Murphy's Addition, lying in the southeast quarter of Section Six, Township Twenty-two North, Range Six West of the Indian Meridian, Garfield County, Oklahoma, providing for repealer, savings clause, and severability, and the vote was as follows:

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

NAY: None.

ORDINANCE NO. 2017-23

AN ORDINANCE CLOSING TO THE PUBLIC A TEN FOOT (10') ALLEY LYING NORTH OF LOTS 1-12, BLOCK 3, REPLAT OF BLOCK 3, MURPHY'S ADDITION, LYING IN THE SOUTHEAST QUARTER OF SECTION SIX, TOWNSHIP TWENTY-TWO NORTH, RANGE SIX WEST OF THE INDIAN MERIDIAN, GARFIELD COUNTY, OKLAHOMA, PROVIDING FOR REPEALER, SAVINGS CLAUSE, AND SEVERABILITY.

Motion was made by Commissioner Janzen to remove from table Item 8.1, Approve Resolution Adopting The Community Development Block Grant (CDBG) Funding Committee, which was laid on the table at the meeting of October 21, 2017.

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

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

NAY: None.

Community Development Block Grant (CDBG) Coordinator Stephanie Carr spoke regarding the CDBG Funding Committee, and the proposed reinstatement of that committee. She explained that the resolution had been changed to have three Commissioners and two at-large members from the community on the committee. She asked for approval of the resolution to reinstate that committee.

Mr. Gilbert noted that there had been some interest expressed and this was an opportunity to return to having a funding committee again, if Commissioners decided to do so. The idea was that the Commission would determine the priorities, and then the funding committee would proceed from there to consider proposals and hear presentations, and make recommendations to Commissioners. Commissioners would then determine how the money would be used.

Motion was made by Commissioner Janzen and seconded by Commissioner Norwood to approve said resolution to adopt the Community Development Block Grant (CDBG) Funding Committee.

Following brief discussion, the vote was as follows:

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

NAY: Commissioners Ezzell and Wilson.

(Copy Resolution)

Ms. Stephanie Carr spoke regarding reinstatement of the Dr. Martin Luther King, Jr. Holiday Commission. She explained that the City had always held a Celebration and always paid for things for the event, and this item was to make the commission an official City commission again. Currently, the commission was comprised of ten at-large members, and passage of this ordinance would change one at-large member to one representative from Vance Air Force Base.

Motion was made by Commissioner Ezzell and seconded by Commissioner Pankonin to adopt an ordinance amending the Enid Municipal Code, 2014, Title 7, Entitled “Public Ways And Property,” adopting Chapter 12, entitled “Dr. Martin Luther King, Jr. Holiday Commission”; adopting Section 7-12-1, “Dr. Martin Luther King, Jr. Holiday Commission”; Section 7-12-2, “Terms of Members”; Section 7-12-3, “ Officers”; Section 7-12-4, “Meetings”; Section 7-12-5, “Duties and Responsibilities”; Section 7-12-6, “Dr. Martin Luther King Jr. Holiday Commission Account”; providing for repealer, savings clause, severability and codification.

Following brief discussion, the vote was as follows:

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

NAY: None.

ORDINANCE NO. 2017-24

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 7, ENTITLED “PUBLIC WAYS AND PROPERTY,” ADOPTING CHAPTER 12, ENTITLED “DR. MARTIN LUTHER KING, JR. HOLIDAY COMMISSION” ADOPTING SECTION 7-12-1 “DR. MARTIN LUTHER KING, JR. HOLIDAY COMMISSION”; SECTION 7-12-2 “TERMS OF MEMBERS”; SECTION 7-12-3 “OFFICERS”; SECTION 7-12-4 “MEETINGS”; SECTION 7-12-5 “DUTIES AND RESPONSIBILITIES”; SECTION 7-12-6 “DR. MARTIN LUTHER KING JR. HOLIDAY COMMISSION ACCOUNT”; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

Motion was made by Commissioner Ezzell and seconded by Commissioner Waddell 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 Agreement with the Town of North Enid for Enid Animal Control to assist the North Enid Police Department with animal control services;
- (2) Acceptance of the following described Access Easements located in Forest Ridge First Addition, from Forest Ridge Heights, LP, an Oklahoma Limited Partnership, to allow for construction of public sidewalks on private property, at no cost to the City;

(Copy Description)

- (3) Approval of a Release of Mutual Easement between the City of Enid and Mr. Alvin R. Posey and Ms. Ruth A. Posey, co-trustees of Mr. Alvin R. Posey, for property located in Block 57 of the Original Townsite of Enid, Oklahoma;

(Copy Description)

- (4) Award of purchase for 71 pairs of firefighter turnout pants and coats, including 71 particulate hoods, and 63 pairs of dual-certified wildland/rescue pants and coats, including 63 pair of dual-certified boots for the City of Enid Fire Department (EFD), from Nafeco, Oklahoma City, Oklahoma, in the amount of \$225,980.78 per Oklahoma State Purchasing Contract No. SW241;
- (5) Approval of Agreement with the Oklahoma Department of Transportation for the design of Safety Improvements of Pedestrian Routes to Glenwood School Project No. SRS-224E (018) ST J/P No. 31480(14), City Project M-1709, Safe Routes to School;
- (6) Approval of Change Order No. 2 with Beverage's Construction, for Project No. F-1701A, Construction of Cherokee Detention Facility – Phase 3, to complete the work of hauling soil for the ball field project at Crosslin Park, at an additional cost of \$54,000.00, for a total revised contract amount of \$184,468.00;
- (7) Approval of Change Order No. 1 with Meridian Contracting, Inc., for Project No. R-1504A, Bridge Rehabilitation West Rupe Avenue Over Boggy Creek, in the deduct amount of \$21,462.29, for a total revised contract amount of \$774,958.71; and acceptance of said project as completed by the contractor;
- (8) Allowance of the following claims for payment as listed:

(List Claims)

Chairman Shewey adjourned 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, Trust Attorney Carol Lahman and Secretary Alissa Lack.

ABSENT: None.

Motion was made by Trustee Ezzell 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 Economic Development Authority.

- TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY -

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

ABSENT: None.

Motion was made by Trustee Janzen and seconded by Trustee Ezzell 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 and expressed concern with a lack of diversity with regard to the invocation for Commission meetings. She also expressed concern regarding the process of determining distribution of the Community Development Block Grant funding.

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 6:54 P.M.

City Commission Meeting

5.2.

Meeting Date: 11/21/2017

Submitted By: Kristin Martin, Executive Assistant

SUBJECT:

CONSIDER APPOINTMENTS TO THE KAW LAKE FUNDING OVERSIGHT COMMITTEE AND VANCE DEVELOPMENT AUTHORITY.

BACKGROUND:

The City Clerk has advertised for vacancies to the above boards and commissions. The following appointments are to be considered:

KAW LAKE FUNDING OVERSIGHT COMMITTEE - One (1) vacancy to be filled by a resident of Ward 5, and appointed by the Ward 5 Commissioner. Mr. Jeff Abbott, the previous appointee, no longer resides within this Ward and has resigned due to residency requirements. Mr. Jack Ramey has been recommended by Ward 5 Commissioner Tammy Wilson to fill the vacancy. If approved, Mr. Ramey will serve on the Committee until December 6, 2018.

VANCE DEVELOPMENT AUTHORITY - Two (2) vacancies to be filled as follows:

One (1) vacancy for an At-Large member, to be filled by any interested citizen of the city of Enid. The vacancy is due to the resignation Mr. Edward Herrman, who has relocated and no longer meets the residency requirements. Applications have been received from Mr. Jerome Allen, Mr. Gary Cole, Ms. Carolyn Poplin, Mr. Thomas Rowe, and Mr. Taylor Venus. The successful applicant will serve on the Authority through March 1, 2020. Applications and ballot are attached for your consideration.

One (1) vacancy to be filled by a hospital administrator. Ms. Krista Roberts is the only applicant. If approved, Ms. Roberts will serve on the Authority through March 1, 2018. A copy of Ms. Roberts' application is attached for your consideration.

RECOMMENDATION:

Consider appointments.

PRESENTER:

Jerald Gilbert, City Manager

Attachments

VDA - At-Large

VDA - Hospital Administrator

**BOARDS AND COMMISSIONS
NOVEMBER 21, 2017**

**BALLOT
VANCE DEVELOPMENT AUTHORITY (AT-LARGE)**

JEROME ALLEN	<input type="checkbox"/>	GARY COLE	<input type="checkbox"/>
CAROLYN POPLIN	<input type="checkbox"/>	THOMAS ROWE	<input type="checkbox"/>
TAYLOR VENUS	<input type="checkbox"/>		

Vote for one (1) to fill vacancy.

CIRCLE & INITIAL

Janzen
Norwood
Ezzell
Waddell
Wilson
Pankonin
Mayor Shewey



**CITY OF ENID
ADVISORY COMMISSION APPLICATION FORM**

NAME Jerome L. Allen
HOME ADDRESS 6014 Deer Run
MAILING ADDRESS same
HOME PHONE 580 554 1536 BUSINESS PHONE 580 233 5456
EMAIL ADDRESS allenfinancialenid@gmail.com
COMMISSION WARD 1

ADVISORY COMMISSION PREFERENCE(S):
UDA

RESIDENCE HISTORY: _____

EDUCATIONAL BACKGROUND: _____

WORK HISTORY: _____

CIVIC, COMMUNITY ACTIVITIES: Former city commissioner
during 2 BRACKS

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: _____

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

REFERENCES:

OTHER COMMENTS: _____

RESUME ATTACHED: (YES) _____ (NO) X



SIGNATURE

10-20-17

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
FAX: 580-242-7760



**CITY OF ENID
ADVISORY COMMISSION APPLICATION FORM**

NAME Gary Cole

HOME ADDRESS 2117 Monitor Enid, Oklahoma 73703

MAILING ADDRESS same

HOME PHONE (405) 361-7181 **BUSINESS PHONE** same

COMMISSION WARD 6

ADVISORY COMMISSION PREFERENCE(S):

Vance Development Authority Enid Joint Rercreation Triad

RESIDENCE HISTORY: I have been a resident of Enid since 1977.

EDUCATIONAL BACKGROUND: Bachelor of Science in Business Administration and Masters in Business Administration from Emporia State University, Emporia, Kansas.

WORK HISTORY: Five years as a bank loan officer and Assistant Vice President. Two years as Assistant to the Comptroller for Champlin Petroleum. Fourteen years as Finance Director of the City of Enid, Oklahoma. Twenty three years as Finance Manager, Sales Manager and General Manager

in automotive dealership business. Currently retired.
CIVIC, COMMUNITY ACTIVITIES: Past President of Enid Lions Club. Past Treasurer of the Salvation Army. Past Enid Chamber of Commerce Ambassador. Past President of the Perry, Oklahoma Rotary Club.

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: None

REASONS FOR WANTING TO SERVE ON ABOVE COMMISSION(S): It would be a great honor to serve on the Vance Development Authority. I am extremely pro military and believe in a strong, well equipped and well trained military.

REFERENCES:

Dr. Richard Rivers-580-548-7239
Evans Chamber III 580-747-3637

Pat Blanton- 580-234-0197
Stan Stoner 580-541-5684

OTHER COMMENTS: _____

RESUME ATTACHED: (YES) _____ (NO) X _____


SIGNATURE

5-15-17
DATE

Return application to: City Clerk
401 W. Owen K. Garriott Road or: PO Box 1768
Enid, OK 73701 Enid, OK 73702
FAX: 580-242-7760



**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 2

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 233-1193
ANNETTE RADOMSKI 616-7295

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
FAX: 580-242-7760



CITY OF ENID
ADVISORY COMMISSION APPLICATION FORM

NAME Thomas Rowe

HOME ADDRESS 18 Woodlands Dr, Enid, OK 73703

MAILING ADDRESS

HOME PHONE 805-729-0096 (cell) BUSINESS PHONE 580-297-6719

EMAIL ADDRESS Tom.Rowe@stantec.com

COMMISSION WARD 6

ADVISORY COMMISSION PREFERENCE(S):

Vance Development Authority

RESIDENCE HISTORY: Resided in Enid from 2/1993 until 7/2002. Moved back to Enid on 6/2014 and resided at 1601 W. Maine for one year. Moved to current residence on 6/2015.

EDUCATIONAL BACKGROUND: A.S. CAD/Drafting - Santa Barbara City College - 1988
B.S Civil Engineering - California Polytechnic San Luis Obsipo -1992
M.S. Civil Engineer - Oklahoma State University - 2000

WORK HISTORY: See attached resume for work history

CIVIC, COMMUNITY ACTIVITIES: Currently a Middle School coach for Enid Public Schools, 7th grade football, wrestling and golf. Previous Enid Noon Ambuc member (1999-2002). Current member of the Elks. Active blood donor for OBI. See resume for additional activities.

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: None in Enid
see resume for professional affiliations and boards.

REASONS FOR WANTING TO SERVE ON ABOVE COMMISSION(S): _____
Seeking a way to support my local community. Thoroughly enjoy serving others and would like
to use my skills and abilities in a manner to meet this purpose. Although I have not served
in the military, I have lived in two communities in which the Air Force Base is an important
part of community. This included Vance AFB and Vandenberg AFB

REFERENCES:

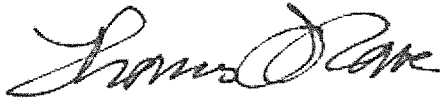
Jimmy Stallings, 580-234-8780

Alan Seibel, Pastor, 580-233-1225,

Steve Hayes, EHS Athletic Dir 580-366-8360

OTHER COMMENTS: Enid is my second home town. I grew up in Southern California, but I
just love Enid. The community is very welcoming and surrounds each other in times of need.
My time teaching at Embry Riddle at Vance was a great experience, and it provided a method
to support the local community. I believe my past experience working with Air Force Bases
is a benefit that I should share with my community.

RESUME ATTACHED: (YES) X (NO) _____



SIGNATURE

11-8-2017

DATE

Return application to:

City Clerk

401 W. Owen K. Garriott Road

Enid, OK 73701

alack@enid.org

FAX: 580-242-7760

or:

PO Box 1768

Enid, OK 73702

Thomas O. Rowe, P.E.

18 Woodlands Dr | Enid | Oklahoma | 73703 | C: (805) 729-0096 | Tom.Rowe@stantec.com

SKILLS SUMMARY

Over 27 years of professional experience leading individuals and organizations to achieve their desired goals and objectives. Experienced in evaluating each individual's unique talents and abilities to develop a comprehensive group through team building activities. A lifelong Learner with a high level of curiosity of how things work, while developing improvements to increase the quality of life everyone. Possess a Servant Leadership attitude which provides the ability to work side by side with any member of the team to complete the task at hand.

STRENGTHS SUMMARY

Belief - Strong sense of core values

Learder – Great desire to learn and improve

Achiever – Great stamina to work hard

Ideation – Fascinated by ideas

Responsibility – Take psychological ownership or assignments

Strategic – Ability to determine alternate ways to proceed

Command – Have presence and ability to take control

Focus – Takes direction and follows through with the assignment

Connectedness – Ability to find links between things

Developer – Cultivates the potential in others

QUALIFICATIONS

MANAGEMENT

Team leader from early youth carried through professional career. Led team members as a Team Captain in sports activities and Supervisor in professional organizations. Has a high level of understanding, technology and management to accomplish goals as a group.

INTERPERSONAL SKILLS

Communicate with team members on a daily basis using verbal and non-verbal skills to develop and maintain a working environment that is respectful and appreciative of individuals and their diverse backgrounds.

Active participant in professional associations in order to maintain professional relationships with others outside the local office. The participation builds and maintains relationships with other consultants, agencies and regulators (Army Corps of Engineers) and public officials.

TECHNICAL ABILITY

Holds a Professional Engineering License in Oklahoma and California, as well as, a graduate degree in Civil Engineering with an emphasis in Water Resources. Prepared and managed studies using hydraulic calculations for flood control systems, channels, scour and sediment transport.

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PROFESSIONAL EXPERIENCE

Teacher/Coach/Substitute Teacher/Volunteer

Aug 2014 to present

Enid Public Schools

500 South Independence, Enid, OK 73701

Supervisors: Dudley Darrow and Steve Hayes

P: 580-366-8300

Duties and Accomplishments

- Enid High School instructor from 8/2014 until 5/2017. Certified teacher in mathematics and taught instructional material in the areas of Algebra, Geometry and Math of Finance.
- Coach for a variety of sports. Presently 7th Grade Football, HS/MS Wrestling and MS Golf. Works well with student athletes and parents to support a positive environment for the them. Personal goal is to encourage student athletes to reach beyond their expectations and achieve with excellence.
- Presently provides substitute teaching to support math teachers at the High School and Middle School levels. Enjoys building relationships with students both in the academics and sports, to provide additional support as may be required.

Principal/Senior Civil Engineer

Aug 2003 to present

Stantec Consulting Services, Inc.

210 East Enos Drive, Suite A, Santa Maria, CA 93454

Supervisor: Brianna Daniels, Market Leader

P: 805-963-9532

Duties and Accomplishments

- Current assignment is a technical mentor/advisor and designer of civil engineering projects. Works remotely from Enid, OK to perform the majority of work assignments.
- Former Manager of branch office with a team sizing ranging from 8 to 25 members. Primary responsibility for Quality Control and maintaining work backlog for team. Office maintained an average annual revenue of \$2.5 million with a 25% profitability.
- Former Director of the Information Technology and member of the Board of Directors to support nearly 100 team members of the organization. Responsibilities included maintaining hardware systems and evaluating software programs to improve the operability of the organization, but more importantly the individual team members.
- Implemented policies and procedures, and actively involved in the mentoring of Junior and Assistant level engineers.

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Public Works Director/City Engineer

Jul 2002 to Aug 2003

City of Solvang

1644 Oak Street, Solvang, CA 93463

Supervisor: Marlene Demery, City Manager

P: 805-688-5575

Duties and Accomplishments

- Implemented policies for the development of the first “in-house” engineering division, for a city population of approximately 5,500. Issued permits for grading and development activities, encroachments within the public right-of-way.
- Attended City Council and Planning Commission meetings to represent the Public Works Department. Directed a staff of 20 in the operation/maintenance of city facilities, wastewater treatment plant, water production system, city parks, roads, and parking lots.
- Prepared reports and developed plans for city infrastructure improvement projects, including public restroom facilities, roof replacement projects and remodeling of city offices.

Principal Engineer/Owner

Apr 1999 to Jul 2002

Rowe Porterfield, LLC and Rowe Engineering, LLC

1104 West Poplar Avenue, Enid, OK 73703

Supervisor: N/A Owner

P: 805-729-0096

Duties and Accomplishments

- Responsible for plan development and implementation for capital improvement projects for various clients, including local municipalities, and land developers.
- Incorporated several engineering software programs to assist in the design development process. Such programs include, but are not limited to, AutoCAD Land Development R2, Civil Design, HEC-RAS, HEC-HMS, Cybernet, PCSWMM-GIS, Speclink+, HEC-1 and HEC-2.
- Prepared design plan and specifications for a 10-million gallon peak overflow sanitary sewer equalization basin. The facility was designed using the PCSWMM-GIS package to determine the downstream effect from direct inflow of a 25-year storm and surcharges of the system. Two diversion structures will allow for flow from 36-inch and 30-inch pipes to be routed to the holding basin by remote telemetry. The basin will also be drained remotely, and coordinated with using flow meters contained within the sanitary sewer system.
- Prepared preliminary construction plans for the reconstruction of 1.5 miles of two-lane county road into a four-lane arterial. Preliminary plans were prepared to be used in final development, in which funding would be secured by the Oklahoma Department of Transportation in association with the City of Enid.

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Adjunct Instructor

Jan 2002 to May 2002

*Embry Riddle Aeronautical University
Distance Learning, Vance AFB, OK
Supervisor: Rebecca Schlecht*

P: 580-213-7230

Duties and Accomplishments

- Instructor for "Exploration in Physics" course at the distance learning center located at Vance Air Force Base. Course is condensed into a 9-week program with classes meeting once a week for four hours at a time.
- Prepare course syllabus, daily lesson plans, quizzes and final exams.
- Provide assistance to students in understanding the basic fundamentals of physics, including but not limited to, Newton's Laws, Ohm's Law, discuss theories of light, waves, motion, electricity, forces and sound.

Engineering Manager

Jan 1998 to Apr 1999

*Summit Environmental Services, LLC
114 East Broadway, Suite 701
Supervisor: Wesley Hill*

P: N/A Business Defunct

Duties and Accomplishments

- Responsible for the development of a civil engineering department to develop a municipal engineering division. Perform work in accordance with adopted codes, ordinances and statutes.
- Performed soil-testing activities associated with environmental, and structural analysis.
- Performed Risk Assessments using the Oklahoma Risk Based Corrective Action Model on several contaminated sites throughout Oklahoma.
- Designed stormwater retention facility with accompanying pump station. Used HEC-HMS and HEC-RAS software to determine water surface profiles leading into and out of the facility.
- Prepared construction plans for a 30-acre residential development, including, drainage study, paving, site grading, water and sewer improvement plans.

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Director of Public Utilities

Sept 1996 to Jan 1998

*City of Enid Oklahoma
401 West Owen K. Garriott Road
Supervisor: Jim Ferree, City Manager*

P: 580-234-0400

Duties and Accomplishments

- Directed five divisions (Water Production, Water Pollution Control, Landfill, Utility Maintenance and Environmental Compliance) with a total workforce of 65 members.
- Oversaw operation and maintenance of the sanitary sewer system consisting of 235 miles of pipe ranging in size from six inches to thirty-six inches, with a 6.5 MGD (average flow) activated sludge treatment plant with a peak capacity of 21.0 MGD.
- Oversaw operation and maintenance of the water system comprised of 284 miles of distribution ranging in size from two inches to 24 inches. An average daily usage of 6.8 MG with a peak capacity of 18.0 MGD, from two distribution plants, and four wells fields consisting of 150 water wells.
- Oversaw operation of a Subtitle "D" landfill facility with geosynthetic liners and leachate collection system, with an annual intake of 67,200 tons of refuse. Facility has a current life of 27 years, with a 3-acre subcell expansion occurring every 2.5 years.
- Directed the City of Enid G.I.S. development project, to incorporate infrastructure maintenance records, and land development.

Civil Engineer

May 1994 to Sept 1996

*City of Enid Oklahoma
401 West Owen K. Garriott Road
Supervisor: Robert Hitt, City Engineer*

P: 580-234-0400

Duties and Accomplishments

- Provided project plan development in the area of Capital Improvement consisting of 35 projects on an annual basis.
- Supervised work activities in the areas of engineering design and development for one survey crew, two engineering technicians, and two engineering assistants.
- Performed hydraulic models on the sanitary sewer and water system, outlined activities for the City of Enid basemap project.
- Prepared drainage studies and plans development using the HEC-1 and HEC-2 computer software program.

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Project Engineer

Jan 1993 to May 1994

*Envirotech Services, Inc.
2500 North Eleventh Street
Supervisor: Rob Stallings*

P: 580-234-8780

Duties and Accomplishments

- Computer Hydraulic modeling for the City of Enid Sanitary Sewer System, using EPA SWMM 4.2X program to evaluate main interceptor line capacities, and overflow for the 1-, 10-, 25-, 100-Yr. Rainfall events.
- Design of and permit acquisition for an Industrial Total Retention treatment facility used to handle the industrial waste products from an iodine processing plant in Woodward, Oklahoma.
- Design of and permit acquisition for a water improvement project including one well renovation, one new well development, and 100,000-gallon standpipe for the Town of Fairmont, Oklahoma.

EDUCATION

Master of Science, Civil Engineering – 2000

Oklahoma State University - Stillwater, OK

Bachelor of Science, Civil Engineering - 1992

California Polytechnic State University - San Luis Obispo, CA

Associate of Science, CAD/Drafting – 1988

Santa Barbara City College - Santa Barbara, CA

AWARDS

2014 American Council of Engineering Companies California, Channel Coast Branch

National Engineers Week Award Banquet

Two 4MG Tanks at Vandenberg AFB, CA

2011 American Council of Engineering Companies California

Engineering Excellence Merit Award;

Water and Stormwater Category | Amargosa Creek Underground Conveyance

2009 American Public Works Association, Central Coast Chapter Project of The Year

Hydro-Pneumatic Zone Expansion, South Bay Well Upgrade, Booster Pump Station

Upgrade (Contract 9)

2009 American Public Works Association, Central Coast Chapter

Distinguished Professional of the Year

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PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

San Luis Branch Officer, 2012-2014
Member, Since 1992

National Society of Professional Engineers

SW Region Council Member, 2001-2002
SW Region Young Engr. Rep, 2001-2002

American Council of Engineering Companies

San Luis Chapter Officer, 2008-2011
California State Director, 2009-2011

Oklahoma Engineering Foundation

Regional Scholarship Coord., 1996-2002
State Scholarship Comm., 1998-2002

Oklahoma Society of Professional Engineers

President-Elect, 2001-2002
VP of Administration, 2000-2001
NW Chapter President, 1996-1997
Awards Committee Member, 2002

American Water Works Association

Member, Since 2008

PUBLICATIONS

“An Application of the Storm Water Management Model (SWMM) and EXTRAN Module for Sanitary Sewer Analysis”

Presented: 1993 Runoff Quantity and Quality Modeling Conference
November 8-9, 1993; Reno, Nevada

“Modeling of Water Quality in a Rural Water Distribution System”

Presented: ASCE EWRI 2002 Conference on Water Resources Planning and Management
May 19-21, 2002; Roanoke, VA



**CITY OF ENID
ADVISORY COMMISSION APPLICATION FORM**

NAME Taylor C. Venus

HOME ADDRESS 2200 Indian #4, Enid OK, 73703

MAILING ADDRESS 202 W. Broadway, Enid, OK, 73701

HOME PHONE (580)761-0364

BUSINESS PHONE (580)234-5144

EMAIL ADDRESS tcv@mdpllc.com

COMMISSION WARD 2

ADVISORY COMMISSION PREFERENCE(S):

Vance Development Authority

RESIDENCE HISTORY:

Above address (August 2016-Present); 908 Birch Dr., Norman, OK 73702 (June 2014-July 2016); 2920 Chautauqua Ave., Norman, OK 73072 (August 2012-May 2014)

EDUCATIONAL BACKGROUND:

University of Oklahoma College of Law: Juris Doctor; University of Oklahoma: Master of Business Administration; Oklahoma State University: Bachelor of Science in Economics, Bachelor of Science in Finance

WORK HISTORY:

See attached resume.

CIVIC, COMMUNITY ACTIVITIES:

Leadership Greater Enid; Enid Police Department Citizens Police Academy
Main Street Enid: Vice President, Board Member, and Organization Committee Chair
Enid Young Professionals: Board Member; Pistol Pete Alumni Mentorship Committee
Phi Gamma Delta House Corporation: Director and Treasurer; Sojourn Enid



PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: _____

Meadowlake Golf Course Advisory Board, five months; Historic Preservation Commission, four months

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

I believe to be part of a community a person should give back their time and effort in any way that will benefit and develop the community. As a potential trustee for the Vance Development Authority I would want to maintain the current relationship while doing all I can to foster an improved relationship between the City of Enid and Vance Air Force Base. Furthermore, I would attempt to pursue all reasonable potential options to help Vance Air Force Base to expand the current mission and to bring in more military personnel.

REFERENCES:

Carol Lahman

Tim DeClerck

John Hodgden

Kelly Tompkins

OTHER COMMENTS: _____

RESUME ATTACHED: (YES) (NO)


SIGNATURE


DATE

Return application to:

City Clerk

401 W. Owen K. Garriott Road

Enid, OK 73701

alack@enid.org

FAX: 580-242-7760

or:

PO Box 1768

Enid, OK 73702

Taylor C. Venus

2200 Indian #4, Enid, OK 73703 (580) 761-0364 tcv@mdpllc.com

EDUCATION

University of Oklahoma College of Law, University of Oklahoma Price College of Business Norman, OK
Juris Doctor, Master of Business Administration May 2016

Honors: Second Century Scholarship
Law Review: Oil & Gas, Natural Resources, & Energy Journal: Articles Editor
Activities: Energy Resources Law Student Association Vice President, Phi Alpha Delta
Student Bar Association Class Representative, Race Judicata Volunteer, Christian Legal Society

Oklahoma State University Stillwater, OK
Bachelor of Science, Economics, Bachelor of Science, Finance, Philosophy Minor May 2012

Honors: President's Honor Roll
Activities: AS1111 Teaching Assistant, Pistol Pete (Oklahoma State Mascot), Into the Streets Director
Phi Gamma Delta: Secretary, Bedlam Run Director and Philanthropy Executive
Student Government Association: Senator and Sergeant of Arms

EXPERIENCE

Mitchell & DeClerck, PLLC Enid, OK
Employee, Attorney April 2016-Present

- Drafted pleadings, motions, and other litigation related documents
- Examined mineral and other property interest to develop agreements for transactional related circumstances
- Appeared and participated in various hearings and trials for client matters

Oklahoma Corporation Commission Oklahoma City, OK
Extern for Appellate Administrative Law Judge Patricia MacGuigan November 2015 – Present

- Prepared Corporation Commission Orders
- Attended and summarized appellate hearing oral arguments

University of Oklahoma Foundation Norman, OK
Law Clerk February 2015 – May 2015, August 2015 – Present

- Communicated with donors, university personnel, and outside parties in regards to foundation assets
- Developed contracts and agreements for the transfer of donor assets

Noble Energy Denver, CO
Land Administration Intern May 2015 – July 2015

- Cooperated with internal and external parties for due diligence and interest transfers
- Calculated ownership and billing percentages for operated and non-operated wells

Land Services, Inc. Oklahoma City, OK
Landman July 2014 – February 2015

- Managed spreadsheets for several due diligence and curative projects
- Contacted mineral owners to resolve title defects associated with leasing

Bass Law Firm, P.C. Oklahoma City, OK
Clerk May 2014 – July 2014

- Analyzed and developed oil and gas contract agreements
- Investigated and examined land records to develop property title history

Campus Crusade for Christ (CRU) Orlando, FL
General Counsel Clerk May 2013 – August 2013

- Researched issues in employment law, expatriation tax law, corporation law, and religious freedom law
- Developed policy revisions for all subsidiary corporation bylaws for Board of Director approval

ADDITIONAL INFORMATION

Service/Activities: Leadership Greater Enid; Enid Police Department Citizens Police Academy
Main Street Enid: Vice President, Board Member, and Organization Committee Chair
Enid Young Professionals: Board Member; Pistol Pete Alumni Mentorship Committee
Meadowlake Golf Course Advisory Board; Historic Preservation Commission
Phi Gamma Delta House Corporation: Director and Treasurer; Sojourn Enid



**CITY OF ENID
ADVISORY COMMISSION APPLICATION FORM**

NAME Krista Roberts

HOME ADDRESS 5 Santa Fe Lane, Enid OK 73703

MAILING ADDRESS Same as above

HOME PHONE 580-478-3118 **BUSINESS PHONE** 580-249-3740

EMAIL ADDRESS Krista.Roberts@uhsinc.com

COMMISSION WARD _____

ADVISORY COMMISSION PREFERENCE(S):

Vance Development Authority _____

RESIDENCE HISTORY: Lived at current residence for 25 years. Have lived in Enid for 27 yrs.

EDUCATIONAL BACKGROUND: AS-Oklahoma City Community College, BS-Oklahoma State University, MS-Oklahoma State University

WORK HISTORY: 1990-current: St. Mary's Regional Medical Center in various capacities including Director of Physical Medicine, Director of Business Development, Chief Operating Officer and currently serving St. Mary's as Chief Executive Officer

CIVIC, COMMUNITY ACTIVITIES: Current Board member of Greater Enid Chamber of Commerce, Cherokee Strip Community Foundation, Autry Tech Foundation, Leadership Oklahoma. Previous board member of United Way of Enid, Red Cross, Community Health Improvement Organ. Leadership Greater Enid, Leonardos.

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: NA

REASONS FOR WANTING TO SERVE ON ABOVE COMMISSION(S): I have served as an Honorary Commander at Vance and value the tremendous relationship the community enjoys with the Base. As a healthcare provider, we work closely with the base throughout the year. I would enjoy the opportunity to serve on the VDA.

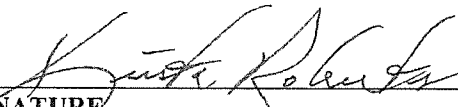
REFERENCES:

Sharon Trojan
Bill Shewey

Brent Kisling
Stan Tatum

OTHER COMMENTS: _____

RESUME ATTACHED: (YES) _____ (NO) x


SIGNATURE

10.27.17
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
FAX: 580-242-7760

City Commission Meeting

8.1.

Meeting Date: 11/21/2017

Submitted By: Erin Crawford, Chief Financial Officer

SUBJECT:

CONSIDER A RESOLUTION AMENDING THE 2017-2018 AIRPORT FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS TO INCREASE THE 2017-2018 APPROPRIATED AMOUNTS FOR THE AIRPORT DEPARTMENT, IN THE AMOUNT OF \$193,400.00.

BACKGROUND:

This appropriation provides the necessary plans, specifications and associated project management by CEC to take the airport terminal project from design to completion.

RECOMMENDATION:

Approve resolution.

PRESENTER:

Erin Crawford, Chief Financial Officer

Fiscal Impact

Budgeted Y/N: N
Amount: \$193,400.00
Funding Source:
Airport Fund

Attachments

Airport Resolution 11-21-17

RESOLUTION

A RESOLUTION AMENDING THE 2017-2018 AIRPORT FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$193,400.00 TO INCREASE THE 2017-2018 APPROPRIATED AMOUNTS FOR THE AIRPORT DEPARTMENT.

WHEREAS, the appropriated amounts for the 2017-2018 Airport Fund must be increased by \$193,400.00 to cover the necessary plans, specifications and associated project management fees associated with the Airport Terminal Building at Enid Woodring Regional Airport;

WHEREAS, funds are available in the Airport Fund Airport Department to provide the necessary funding;

AND NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA, THAT THE CITY OF ENID 2017-2018 BUDGET BE AMENDED TO INCREASE THE APPROPRIATIONS FOR THE AIRPORT FUND AIRPORT DEPARTMENT:

FUND 20 AIRPORT	
Airport Department	\$193,400.00

Adopted this 21st day of November 2017.

Mayor

(Seal)

ATTEST:

City Clerk

City Commission Meeting

8.2.

Meeting Date: 11/21/2017

Submitted By: Danielle Eichelberger, Executive Assistant

SUBJECT:

CONSIDER A RESOLUTION SELECTING THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) AS THE AUTHORITY TO SELECT THE ENGINEER RESPONSIBLE FOR CITY BRIDGE INSPECTIONS FOR THE CONTRACT PERIOD OF APRIL 1, 2018 TO MARCH 31, 2020.

BACKGROUND:

The ODOT manages the state highway system bridge inspection program. In addition, the department's program allows for working with local communities to manage the inspections of local bridges. This resolution is presented to authorize ODOT to select the Engineer to conduct bridge inspection within the City of Enid.

All Engineering bridge inspection firms are pre-approved by ODOT and are qualified to conduct inspections. Approval of this resolution will allow ODOT to contract for bridge inspections within the City of Enid for the next two years. The program operates with no direct funding required by the City.

RECOMMENDATION:

Approve resolution.

PRESENTER:

Robert Hitt, PE, City Engineer

Attachments

Resolution

**RESOLUTION SELECTING BRIDGE INSPECTION RESPONSIBILITY
FOR COMPLIANCE WITH NATIONAL BRIDGE INSPECTION
STANDARDS**

RESOLUTION

WHEREAS, the City of Enid is responsible for bridge maintenance and safety inspections within the City of Enid; and,

WHEREAS, the Oklahoma Department of Transportation has given the City of Enid the following options:

1. Select one of Oklahoma Department of Transportation's prequalified engineering firms;
2. Elect to do bridge safety inspections with the City's own forces using inspection teams and an oversight engineer fully qualified, as mandated by the National Bridge Inspection Standards (NBIS);
3. Use the same consultant as Garfield County; or
4. Let ODOT select the engineering firm.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Board of Commissioners of the City of Enid, that the City selects the fourth option and directs ODOT to select the engineer from the Oklahoma Department of Transportation's prequalified engineering firm list as the engineer responsible for City bridge inspections from April, 2018 to March 31, 2020.

PASSED AND APPROVED this 21st day of November, 2017.

William Shewey, Mayor

(SEAL)

ATTEST:

Alissa K. Lack, City Clerk

Approved as to form and legality:

Carol Lahman, City Attorney

City Commission Meeting

8.3.

Meeting Date: 11/21/2017

Submitted By: Kristin Martin, Executive Assistant

SUBJECT:

CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 2, "FINANCE AND TAXATION" CHAPTER SIX "FEE SCHEDULE", ARTICLE C, SECTION 2-6C-2 "LANDFILL PERMIT FEES", TO PROVIDE A REFUSE AND RUBBISH FEES PER TON FOR YEARS 2018-2024; SECTION 2-6E-8 "SOLID WASTE COLLECTION CHARGES" TO PROVIDE \$4.00 FEE FOR FAILING TO USE POLY CARTS CORRECTLY AND TO RESTRUCTURE PAYMENT FOR REMOVAL OF BULK WASTE; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

BACKGROUND:

The current rates for the City of Enid Solid Waste department are complicated and require updating to reflect increased rates. This ordinance revision would simplify bulk pick-up rates and provide a gradual plan to increase Landfill rates in line with other municipal landfills. In addition, a new rate for residential polycarts would be introduced. The new suggested rate is a \$4.00 charge if the cart must be moved, extra dumping or refilling the cart or if the cart was not out to the curb in time and a second trip is necessary. This fee is needed to for the extra service the City of Enid currently provides at no cost.

RECOMMENDATION:

Consider ordinance.

PRESENTER:

Louis Mintz, Public Utilities Director

Attachments

Ordinance

ORDINANCE NO. 2017-____

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 2, “FINANCE AND TAXATION” CHAPTER SIX “FEE SCHEDULE”, ARTICLE C, SECTION 2-6C-2 “LANDFILL PERMIT FEES”, TO PROVIDE A REFUSE AND RUBBISH FEES PER TON FOR YEARS 2018-2024; SECTION 2-6E-8 “SOLID WASTE COLLECTION CHARGES” TO PROVIDE \$4.00 FEE FOR FAILING TO USE POLY CARTS CORRECTLY AND TO RESTRUCTURE PAYMENT FOR REMOVAL OF BULK WASTE; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

ORDINANCE

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

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

2-6C-2: LANDFILL PERMIT FEES:

A. Refuse Originating Inside City: The fees required by subsection 8-4-13B of this code shall be as follows, unless waived due to a special city cleanup:

Any vehicle—	\$28 .00 per ton—
Computer monitors, each	7 .00
Dead animals, each (large)	25 .00
Dead animals, each (small)	13 .00
Tires 16 inches or under	10 .00
Tires over 16 inches	15 .00
Yard and tree trimmings (commercial)	15 .00 per ton
Yard and tree trimmings (residential)	Part of 12 free trips; \$15.00 per ton after

For refuse or rubbish not specifically listed in the chart the fee shall be: for 2018-\$33.00 per ton; for 2019 - \$38.00 per ton; for 2020 - \$40.00 per ton; for 2021 - \$42.00 per ton; for 2022 - \$44.00 per ton; for 2023 - \$46.00 per ton; for 2024 - \$48.00 per ton; and for 2025 -\$ 50.00 per ton.

Residents of Enid, as evidenced by a current city issued landfill card utility bill, will be permitted to make twelve (12) trips a calendar year to the landfill to make one deposit of refuse in an

amount not to exceed the legal load of a one ton or smaller vehicle without sides or a four (4) wheeled trailer for free.

Residents of Enid, as evidenced by a current city ~~issued landfill card~~ utility bill, will be permitted to make ~~one~~ six trips a calendar year to the landfill to dispose of "household hazardous waste" as defined in section 8-4-1 of this code. The amount of waste per trip may not exceed ten (10) gallons of paint or twenty (20) gallons of household hazardous waste. Additional trips to the landfill in a calendar year for household hazardous waste will be charged at twenty five dollars (\$25.00) per trip. Commercial and industrial waste is prohibited.

B. Refuse Originating Outside City: The fees required by subsection 8-4-13C of this code shall be as follows:

Any vehicle	\$35.00 per ton
Computer monitors, each	10 .00
Dead animals, each (large)	35 .00
Dead animals, each (small)	17 .00
Tires 16 inches or under	12 .00
Tires over 16 inches	17 .00
Yard and tree trimmings	15 .00 per ton

For refuse or rubbish not specifically listed in the chart the fee shall be: for 2018 – 40.00; for 2019 - \$45.00; for 2020 - \$47.00; for 2021 - \$49.00; for 2022 - \$51.00; for 2023 - \$53.00; for 2024 - \$55.00; and, for 2025- \$57.00.

C. Unsecured Loads: A fee of twenty dollars (\$20.00), in addition to the landfill permit fee required in subsections A and B of this section, shall be charged for each unsecured load entering the landfill.

D. Waiver Of Permit Fee: There shall be a waiver of the landfill permit fee for the depositing of loads containing yard and tree trimmings at the city compost site as provided in subsection 8-4-13(E)(1) of this code. This waiver shall not be available when the yard and tree trimmings were collected by a commercial business.

E. Petroleum Contaminated Soil: For any petroleum contaminated soil that exceeds the TPH limits as defined in subsection 8-4-13(G)(5) of this code, the generator shall be assessed a fee of one thousand dollars (\$1,000.00) per day for material left at the landfill facility in excess of the thirty (30) day recovery period. This fee is in addition to any criminal penalties that may be assessed. The landfill permit fee will not be reimbursed for any petroleum contaminated soil that is removed from the landfill facility.

- F. Compost and Wood Chips: Compost and wood chips may be obtained from the landfill free of charge if loaded by the customer. A ten dollar (\$10.00) loading fee will be assessed per front loader bucket when the landfill staff is utilized for loading. (Ord. 2012-13, 6-5-2012, eff. 7-15-2012)

Section 2: That Title 2, Chapter 6, Article E, Section 2-6E-8, of the Enid Municipal Code, 2014, is hereby amended as follows:

2-6E-8: SOLID WASTE COLLECTION CHARGES:

- A Monthly Charges: The monthly charges or fees required by subsection 8-4-4(A) of this code shall be as follows:
1. For curbside service, fourteen dollars (\$14.00);
 2. Carry out service, for disabled persons only, shall be the same rate as regular curbside service;
 3. For additional poly carts, five dollars fifty cents (\$5.50) per poly cart per month; and
 4. If the poly cart has to be moved to a different location in order to empty it or if the poly cart is overloaded and requires additional dumping or the poly cart is not placed timely pursuant to Section 8-4-7(B)(1) and an additional trip to pick up the trash is required, an additional charge of \$4.00 will be assessed for each occurrence.
- B. Setting Or Changing Commercial Unit Rates: The standard monthly fees required by subsection 8-4-4(C) of this code will be set by the city manager per administrative regulation and he/she may negotiate and execute contracts that vary said standard rates when appropriate.
- C. Vacancies: If the charging units are used for living purposes and have a common water meter and/or combined collection billing and utilize curbside collection, the minimum charges provided in subsection A1 of this section, fourteen dollars (\$14.00) to be decreased to twelve dollars sixty cents (\$12.60), per charging unit in order to compensate for vacancies; except that the rate for multi-family units utilizing, on the effective date of ordinance 87-12 only, complete solid waste incinerators, meeting or exceeding all federal and state requirements, shall be charged in accordance with subsection B of this section; further provided, however, the owner of a mobile home park who has elected to license less than the total number of lots available at the site of such park and who is utilizing curbside collection, shall pay fourteen dollars (\$14.00) minimum per charging unit; and further provided, however, mobile home parks and multi-family dwelling of five (5) charging units or more and having a common water meter and/or combined collection billing and utilizing containers provided by the city shall be charged in accordance with subsection B of this section.

- D. Setting or Changing Minimum Fee: The minimum fee required in subsection 8-4-4(D) of this code will be set by the city manager per administrative regulation and he/she may negotiate and execute contracts that vary from said minimum fee.
- E. Charge for Removal of Solid Waste: The charge for removal of solid waste, pursuant to section 8-4-9 of this code, shall be twenty dollars (\$20.00) per call out unless the refuse accumulation requires additional trips to the residence. If so, the additional trips will be charged out at sixty five dollars (\$65.00) for each additional trip. ~~fifteen dollars (\$15.00) for the collection of one cubic yard or less of refuse. Loads containing greater than one cubic yard of refuse will be charged the minimum fee plus four dollars seventy cents (\$4.70) for each additional cubic yard of refuse. In addition to the foregoing charges, loads requiring longer than one hour to collect and haul to the landfill will be charged an additional charge equal to twenty five dollars (\$25.00) per hour for labor and equipment for all time utilized after the first hour. (Ord. 2012-13, 6-5-2012, eff. 7-15-2012)~~

Section 3: Repealer. All ordinances or parts thereof, which are inconsistent with this ordinance, are hereby repealed.

Section 4: Savings Clause. Nothing in this ordinance hereby adopted shall be construed to affect any suit or proceedings now pending in any court, or any rights acquired or liability incurred, nor any cause or causes of action accrued or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired or affected by this ordinance.

Section 5: Severability. If any one or more of the sections, sentences, clauses or parts of this ordinance, chapter or section shall, for any reason, be held invalid, the invalidity of such section, clause or part shall not affect or prejudice in any way the applicability and validity of any other provision of this ordinance. It is hereby declared to be the intention of the City Commission of the City of Enid that this section of the Enid Municipal Code would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part not been included.

Section 6: Codification. This ordinance shall be codified as Title 2, Chapter 6, Section 2-6C-2 and 2-6E-8 of the Enid Municipal Code, 2014.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this ___ day of November, 2017.

CITY OF ENID, OKLAHOMA

William E. Shewey, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

Approved as to Form and Legality:

Carol Lahman, Interim City Attorney

City Commission Meeting

9.1.

Meeting Date: 11/21/2017

Submitted By: Kristin Martin, Executive Assistant

SUBJECT:

ACCEPT OWNERSHIP OF AN OKLAHOMA WATER RESOURCE BOARD (OWRB) GROUNDWATER PERMIT IN THE RINGWOOD WELL FIELD FOR MUNICIPAL USE BY THE CITY OF ENID.

BACKGROUND:

This item will transfer the existing OWRB permit from the land owner to the City of Enid in the E/2 of NW and SW NW of Section 12, T21N, R11W. The City has acquired the water rights and this action is the first step in changing the use from irrigation to municipal use.

Permit #	Area (Ac)	Qty (Ac-ft)
1974-149	160	320

The site is located in Major County in the Ringwood well field, specifically in the NW Quarter of Section 12, T21N, R11W IM, Major County, Ringwood, OK.

Upon acceptance of this permit by the Commission, it will be recorded as permanent record.

RECOMMENDATION:

Accept OWRB Permits.

PRESENTER:

Murali Katta, P.E., Project Engineer

City Commission Meeting

9.2.

Meeting Date: 11/21/2017

Submitted By: Kristin Martin, Executive Assistant

SUBJECT:

APPROVE CHANGE ORDER NO. 2 WITH C-P INTEGRATED SERVICES INC., OKLAHOMA CITY, OKLAHOMA, IN THE AMOUNT OF \$9,884.97, AND ACCEPT THE RANDOLPH SIDEWALK, CLEVELAND STREET TO OAKWOOD ROAD PROJECT, PROJECT NO. M-1601A.

BACKGROUND:

This project constructed new 5-foot wide sidewalks on Randolph Avenue, Taft Street, Elm Avenue, Warding Street, Wilson Street, Broadway Avenue and McKinley Street. These sidewalks are within a two block radius of Waller Middle School.

The sidewalks will provide an improved route to and from Waller Middle School for pedestrians, and is part of the City of Enid Accessibility Improvement Program.

Change Order No. 2 will add \$9,884.97 to the contract for adjusting final quantities as measured in place for all corrected work. The additional work consists of adding three ramps and a school crossing on Broadway Avenue just east of Wilson School, adding ramp and hand rails at existing parking access on Elm Street, and the addition of 234 square yard of driveway reconstruction.

The project is presented for acceptance at a final contract amount is \$310,917.38 and a three year Maintenance Bond.

RECOMMENDATION:

Approve Change Order and accept project.

PRESENTER:

Robert Hitt, P.E., City Engineer

Fiscal Impact

Budgeted Y/N: Y

Amount: \$9,884.97

Funding Source:

Capital Improvement Fund

City Commission Meeting

9.3.

Meeting Date: 11/21/2017

Submitted By: Kristin Martin, Executive Assistant

SUBJECT:

APPROVE CHANGE ORDER NO. 1 WITH MTZ CONSTRUCTION, INC., OKLAHOMA CITY, OKLAHOMA, FOR THE LANDFILL COMMERCIAL SCALE ACCESS ROAD IMPROVEMENTS, PROJECT NO. M-1706A, IN THE AMOUNT OF \$4,125.00.

BACKGROUND:

This total project consists of the connection of the commercial scale to the exiting concrete approach road. This contract covers only the base bid placing pavement a total of about 260 LF on approaches and is within the budgeted funds available.

Change Order No. 1 will add \$4,125.00 to the contract to extend an existing 24" pipe and add soil to reduce safety hazed on mowing side slopes. Final contract amount is \$49,377.00.

RECOMMENDATION:

Approve Change Order.

PRESENTER:

Robert Hitt, P.E., City Engineer

Fiscal Impact

Budgeted Y/N: Y

Amount: \$4,125.00

Funding Source:

Capital Improvement Fund.

City Commission Meeting

9.4.

Meeting Date: 11/21/2017

Submitted By: Kristin Martin, Executive Assistant

SUBJECT:

APPROVE CHANGE ORDER NO. 1 WITH DUKES ROOT CONTROL, INC., SYRACUSE, NEW YORK, ON THE 2017 SANITARY SEWER CHEMICAL ROOT CONTROL, PROJECT NO. S-1705, IN THE AMOUNT OF \$84,000.00.

BACKGROUND:

This work covers chemically treating sanitary sewer lines to eliminate root intrusion, which can causes blockages.

Change Order No. 1 will add the 2017-2018 Root Control Program consisting of 80,000 feet of sanitary sewer line at a cost of \$84,000.00, based on competitively awarded unit prices. This will bring the total contract amount to \$166,269.60.

Approving this change order allows the continuation of work of protecting the sanitary sewer from overflows in a timely manner and at a competitive cost.

RECOMMENDATION:

Approve Change Order No. 1.

PRESENTER:

Jason T. Unruh, Project Engineer

Fiscal Impact

Budgeted Y/N: Y

Amount: \$84,000.00

Funding Source:

Sanitary Sewer Capital Improvement Fund

City Commission Meeting

9.5.

Meeting Date: 11/21/2017

Submitted By: Danielle Eichelberger, Executive Assistant

SUBJECT:

AWARD A CONTRACT TO LUCKINBILL, INC. OF ENID, OKLAHOMA, FOR THE 1900 BLOCK EAST BROADWAY AVE BOX CULVERT REPLACEMENT, PROJECT NO. F-1703C, IN THE AMOUNT OF \$317,631.90.

BACKGROUND:

This project will consist of the replacement of a concrete box structure along Phillips Tributary at the 1900 block East Broadway Avenue in the City of Enid. The work shall involve the removal of an existing box culvert and construction of one (1) reinforced concrete box, including street replacement, concrete sidewalks, storm inlet removal and replacement, and handrails along the proposed RCB to be installed.

Seven bids were received, shown below:

Luckinbill, Inc.	\$317,631.90
Rick Lorenz Construction, Inc.	\$476,265.06
Redlands Contracting	\$397,351.00
Wyatt Contracting	\$354,713.90
EMC Services LLC	\$336,967.50
Cimarron Construction Company	\$499,340.00
Pavement Repair Service Inc.	\$457,899.57
<i>Engineer's Estimate</i>	<i>\$507,625.00</i>

Luckinbill, Inc. submitted the lowest, responsible bid in the amount of \$317,631.90 with a contract time of 100 days to complete.

RECOMMENDATION:

Award contract to Luckinbill, Inc. in the amount of \$317,631.90.

PRESENTER:

Robert Hitt, P.E., City Engineer

Fiscal Impact

Budgeted Y/N: Y
Amount: \$317,631.90
Funding Source:
Stormwater Fund

Attachments

Canvass of Bids

Cimarron Construction Company Base Bid \$ 499,340.00
7409 NW 85th Street
Oklahoma City, OK 73132

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

DEVIATIONS: **Met the Specifications.**

Pavement Repair Service Inc. Base Bid \$ 457,899.57
1315 W Ross Ave
Sapulpa, OK 74066

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 Luckinbill Inc., for Base Bid, in the amount of \$ 317,631.90.

City Commission Meeting

9.6.

Meeting Date: 11/21/2017

Submitted By: Danielle Eichelberger, Executive Assistant

SUBJECT:

APPROVE CHANGE ORDER NO. 1 TO ADD \$12,798.12 WITH RICK LORENZ CONSTRUCTION, INC., ENID, OKLAHOMA FOR THE ADA COMPLIANCE PROGRAM, PROJECT NO. M-1707.

BACKGROUND:

The base contract work consists of sidewalk improvements along multiple streets that are within a two block radius of Adams Elementary School. The contract is set up with competitively awarded unit prices for sidewalks, pedestrian crossings, and sign relocations. Change Order No. 1 will add the additional work of relocating the Trail crossing at South Oakwood Road. The cost is based on these contracted unit prices and will add \$12,798.12 to the original contract.

Revised contract amount is \$293,812.51.

RECOMMENDATION:

Approve Change Order No. 1.

PRESENTER:

Jason T. Unruh, Project Engineer

Fiscal Impact

Budgeted Y/N: Y

Amount: \$12,798.12

Funding Source:

Capital Improvement Fund

City Commission Meeting

9.7.

Meeting Date: 11/21/2017

Submitted By: Danielle Eichelberger, Executive Assistant

SUBJECT:

ACCEPT THE BASE CONTRACT AND CHANGE ORDER NUMBER 1 WORK COMPLETED BY BEVERAGE'S CONSTRUCTION FROM CRESCENT, OKLAHOMA, FOR THE CONSTRUCTION OF CHEROKEE DETENTION FACILITY-PHASE III PROJECT NO. F-1701A.

BACKGROUND:

This project was the next phase in expanding stormwater storage capacity at the Cherokee Detention facility north of 4600 to 4700 block of West Garriott Road. The original contract was amended by Change Order No.1 to haul excavated soil from the site to the Crosslin Park softball field development site, resulting in new contract amount of \$184,468.00.

The original contract and Change Order No. 1 work is complete and in operation. This item will accept the work completed, authorize full payment for work completed, and start the three year maintenance requirement.

Change Order No. 2 work consists of excavating and hauling additional 6,000 CY of soil to the Crosslin Park project. This Change Order work will be accepted at a later date when complete.

RECOMMENDATION:

Accept and authorize full payment for the work completed on the base contract and Change Order No. 1.

PRESENTER:

Robert Hitt, PE, City Engineer

City Commission Meeting

9.8.

Meeting Date: 11/21/2017

Submitted By: Danielle Eichelberger, Executive Assistant

SUBJECT:

EXECUTE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH POE & ASSOCIATES, INC., OKLAHOMA CITY, OKLAHOMA, FOR THE CLEVELAND AVENUE, BNSF RAILROAD TO WILLOW ROAD IMPROVEMENT DESIGN, PROJECT R-1803A, IN THE AMOUNT OF AND NOT TO EXCEED \$419,600.00.

BACKGROUND:

This design work agreement covers the development of plans and specifications for widening Cleveland Avenue from and including the existing BNSF rail road crossing, north one half mile to Willow Road. The scope of work includes surveying, roadway design, right-of-way plans, and hydraulic design of the stormwater system, including moving water across the rail road. The design will be done in coordination with and meet the Oklahoma Department of Transportation (ODOT) requirements for incorporation in the ODOT Federal Aid Program to local governments.

Design work is scheduled to be complete in the spring of 2018 and will provide the development of cost estimates for future work items of right-of-way acquisition, utility relocation, and design of rail road shoe-fly and box culvert placement under rail road as may be required.

The City of Enid solicited professional engineering firms on August 3, 2017, and proposals were received from five (5) firms, including CEC Corporation, Mehlburger Brawley, Olsson Associates, Poe & Associates, and Smith Roberts Baldischwiler LLC. The selection committee selected Poe and Associates as the best firm based on their experience in roadway design and number of successful projects working with the ODOT Federal Aid Program. The firm designed and managed the construction of Southgate Road and Wheat Capital Road in the City of Enid, as well as all of the bridge replacements in the 2007 Bridge Bond Program with excellent results.

RECOMMENDATION:

Execute an agreement with Poe and Associates Inc., in the amount of and not to exceed \$419,600.00, and authorize the Mayor to execute all contract documents after review by the City Attorney.

PRESENTER:

Robert Hitt, PE, City Engineer

Fiscal Impact

Budgeted Y/N: Y

Amount: \$419,600.00

Funding Source:

Capital Improvement Fund

City Commission Meeting

9.9.

Meeting Date: 11/21/2017

Submitted By: Danielle Eichelberger, Executive Assistant

SUBJECT:

EXECUTE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH CEC CORPORATION, OKLAHOMA CITY, OKLAHOMA, FOR THE NORTH GARLAND ROAD AND WEST RANDOLPH AVENUE INTERSECTION IMPROVEMENT DESIGN, PROJECT No. R-1805A, IN THE AMOUNT NOT TO EXCEED \$176,867.00.

BACKGROUND:

This project is to design the improvement of the Garland and Randolph Avenue intersection to a five lane system to meet future demands on Garland Road.

This item will include the survey, traffic study, roadway design and improvement plans, drainage analysis, utility coordination and Geo-technical investigation, contract administration, and as-built drawings.

The City of Enid solicited professional engineering firms on August 3, 2017, and proposals were received from five (5) firms, including CEC Corporation, Mehlburger Brawley, Olsson Associates, Poe & Associates, and Smith Roberts Baldischwiler LLC. The selection committee selected CEC Corporation as the best firm based on qualifications to provide this service. A contract has been negotiated with CEC in an amount not to exceed \$176,867.00.

RECOMMENDATION:

Execute an agreement with CEC Corporation in an amount not to exceed \$176,867.00, and authorize the Mayor to execute all contract documents after review by the City Attorney.

PRESENTER:

Robert Hitt, PE, City Engineer

Fiscal Impact

Budgeted Y/N: Y

Amount: \$176,867.00

Funding Source:

Capital Improvement Fund

City Commission Meeting

9.10.

Meeting Date: 11/21/2017

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$3,351,815.88.

Attachments

Claimslist

JP Morgan Claimslist

PURCHASE ORDER CLAIMS LIST

11/21/2017

FUND 10 DEPT 000 - N.A.

01-02082	AT&T MOBILITY	PO0145151	MONTHLY SERVICE 10/17	\$4,730.32
01-03030	OKLAHOMA UNIFORM BUILDING CODE COMM	PO0145196	OUBCC FEES 10/17	\$636.00
01-03661	RK BLACK, INC.	PO0145180	MONTHLY SERVICE 10/17	\$109.98
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0145295	COPIER USAGE 10/17	\$635.75
01-04687	EARNHEART OIL, INC.	PO0145322	DIESEL/ST	\$20,115.82
01-08123	HOLDINGS FOOD STORE, INC.	PO0145324	UNLEADED/ST	\$15,512.32
01-15125	OK GAS & ELECTRIC	PO0145188	MONTHLY SERVICE 10/17	\$846.61
01-15125	OK GAS & ELECTRIC	PO0145280	MONTHLY SERVICE 10/17	\$556.34
01-15125	OK GAS & ELECTRIC	PO0145284	MONTHLY SERVICE 10/17	\$86,493.05
01-15125	OK GAS & ELECTRIC	PO0145285	MONTHLY SERVICE 10/17	\$703.07
01-15125	OK GAS & ELECTRIC	PO0145340	MONTHLY SERVICE 10/17	\$48.71
01-15125	OK GAS & ELECTRIC	PO0145341	MONTHLY SERVICE 10/17	\$6,927.85
01-15125	OK GAS & ELECTRIC	PO0145357	MONTHLY SERVICE 10/17	\$1,138.35
01-15127	OK NATURAL GAS	PO0145347	MONTHLY SERVICE 10/17	\$723.86
01-15127	OK NATURAL GAS	PO0145352	MONTHLY SERVICE 10/17	\$828.30
01-15127	OK NATURAL GAS	PO0145311	MONTHLY SERVICE 10/17	\$690.28
01-67400	WESTEL	PO0145226	MONTHLY SERVICE 10/17	\$37.82
01-79980	PIONEER BUSINESS SOLUTION	PO0145232	MONTHLY SERVICE 11/17	\$245.99
01-80343	FENTRESS OIL COMPANY, INC.	PO0145281	OIL/ST	\$512.94
01-80343	FENTRESS OIL COMPANY, INC.	PO0145282	OIL/ST	\$803.40
N.A. TOTAL				\$142,296.76

FUND 10 DEPT 100 - ADM. SERVICES

01-01783	JP MORGAN CHASE	PO0145353	CHASE PAYMENT	\$1,525.77
01-03526	FAITH DECORATIVE LIGHTING, INC.	PO0145278	HOLIDAY LIGHTING	\$221.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0145365	WAREHOUSE PARTS 11/17	\$281.38
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0145158	JANITORIAL SERVICE 10/17	\$1,448.40
01-05097	CENTRAL NATIONAL BANK CENTER	PO0145122	RODNEY CARRINGTON TICKETS (12)	\$354.00
01-05097	CENTRAL NATIONAL BANK CENTER	PO0145182	MANNHEIM STEAMROLLER TICKETS (20)	\$700.00
01-16087	PORTERFIELD SURVEYING	PO0145165	M-1715 EASEMENT SURVEY	\$434.00
01-16145	PETTY CASH	PO0145364	TRAVEL/LEGAL CONSULT/J GILBERT	\$112.46
ADM. SERVICES TOTAL				\$5,077.01

FUND 10 DEPT 110 - HUMAN RESOURCES

01-01783	JP MORGAN CHASE	PO0145353	CHASE PAYMENT	\$745.91
01-02082	AT&T MOBILITY	PO0145144	MONTHLY SERVICE 10/17	\$15.75
01-03053	NORTHWEST SHREDDERS, LLC	PO0145351	SECURITY CONSOLE 10/17	\$20.00
01-04884	KILBOURNE & KILBOURNE INC.	PO0145332	SERVICE AWARD PINS (55)	\$593.30
01-05134	ENID NEWS & EAGLE	PO0145157	ADVERTISING	\$307.50
01-16004	PDQ PRINTING	PO0145177	BROCHURES (25)	\$22.50
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0145192	DRUG SCREENS (3)	\$150.00
HUMAN RESOURCES TOTAL				\$1,854.96

FUND 10 DEPT 120 - LEGAL SVCS.

01-01255	INDEPENDENT MEDICAL EXAMS	PO0145169	WC/MEDICAL	\$46.63
01-03022	CULLIGAN OF ENID	PO0145147	WATER COOLER RENTAL 10/17	\$16.50
01-03053	NORTHWEST SHREDDERS, LLC	PO0145351	SECURITY CONSOLE 10/17	\$720.00
01-03309	JACQUE BRAWNER DEAN LAW, PLLC	PO0145299	WC/MEDICAL	\$66.00
01-03902	MCGIVERN & GILLIARD A PROFESSIONAL	PO0145300	WC/ATTORNEY FEES	\$170.00
01-03902	MCGIVERN & GILLIARD A PROFESSIONAL	PO0145317	WC/ATTORNEY FEES	\$1,031.80
01-03921	EXPRESS SCRIPTS, INC.	PO0145143	WC/MEDICAL	\$25.59
01-03921	EXPRESS SCRIPTS, INC.	PO0145307	WC/MEDICAL	\$2,724.98
01-03921	EXPRESS SCRIPTS, INC.	PO0145316	WC/MEDICAL	\$1,369.36
01-04563	XPRESS WELLNESS, LLC	PO0145305	WC/MEDICAL	\$410.38
01-05091	ELECTRODIAGNOSTIC MEDICINE OF TULS	PO0145156	WC/MEDICAL	\$131.83

01-05424	RODRIQUEZ, ANGEL	PO0145107	REFUND/FINE	\$50.00
01-05431	KIRKPATRICK, KELLY D	PO0145173	WC/TRAVEL REIMB	\$55.58
01-16004	PDQ PRINTING	PO0145216	BUSINESS CARDS/C LAHMAN	\$45.00
01-33380	OPFER, DAVID	PO0145106	WC/MEDICAL	\$317.36
01-33380	OPFER, DAVID	PO0145195	WC/MEDICAL	\$317.36
01-80312	DAN CORNFORTH LOCK & SAFE	PO0145148	CASH BOX KEYS (2)	\$3.00
			LEGAL SVCS. TOTAL	\$7,501.37

FUND 10 DEPT 140 - SAFETY

01-01783	JP MORGAN CHASE	PO0145353	CHASE PAYMENT	\$148.50
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0145192	PULMONARY TEST/VACCINATIONS	\$250.00
			SAFETY TOTAL	\$398.50

FUND 10 DEPT 150 - PR/MARKETING

01-01163	ADVANCED WATER SOLUTIONS	PO0145212	WATER COOLER RENTAL 11/17	\$20.30
01-01338	J & P SUPPLY, INC.	PO0145234	TOWELS/CLEANER	\$143.91
01-01783	JP MORGAN CHASE	PO0145353	CHASE PAYMENT	\$202.58
01-02421	SUDDENLINK	PO0145233	MONTHLY SERVICE 11/17	\$397.66
01-04116	DOWNTOWN THREADS	PO0145215	COE LOGO SHIRTS (2)/D SILAS	\$60.66
01-04116	DOWNTOWN THREADS	PO0145326	COE LOGO SHIRTS (5)	\$186.28
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0145158	JANITORIAL SERVICE 10/17	\$80.00
01-04643	GURU NEW MEDIA	PO0145290	ETN WEBSITE 12/17-5/18	\$204.00
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0145214	COPIER USAGE 11/17	\$25.00
			PR/MARKETING TOTAL	\$1,320.39

FUND 10 DEPT 200 - GENERAL GOVERNMENT

01-01783	JP MORGAN CHASE	PO0145353	CHASE PAYMENT	\$1,906.56
01-02656	ROGGOW CONSULTING	PO0143911	CONSULTING SERVICE 11/17	\$4,000.00
01-03218	MCMORROW-LOVE, MARGARET	PO0145175	PROFESSIONAL LEGAL SERVICE	\$116.00
01-04116	DOWNTOWN THREADS	PO0145279	COE LOGO SHIRTS (3)	\$127.07
01-05425	PARRISH, PATRICK S	PO0145108	REFUND/PERMIT	\$940.12
01-42400	AT & T	PO0145137	MONTHLY SERVICE 10/17	\$487.08
01-46000	TRAYNOR, LONG & WYNNE, PC	PO0145328	M-1715 PROFESSIONAL LEGAL SERVICE	\$1,025.00
01-58150	MCAFFEE & TAFT	PO0145265	PROFESSIONAL LEGAL SERVICE	\$14,195.65
			GENERAL GOVERNMENT TOTAL	\$22,797.48

FUND 10 DEPT 210 - ACCOUNTING

01-01163	ADVANCED WATER SOLUTIONS	PO0145123	WATER COOLER RENTAL 11/17	\$50.15
01-01783	JP MORGAN CHASE	PO0145353	CHASE PAYMENT	\$75.48
01-03053	NORTHWEST SHREDDERS, LLC	PO0145351	SECURITY CONSOLE 10/17	\$20.00
			ACCOUNTING TOTAL	\$145.63

FUND 10 DEPT 220 - RECORDS & RECEIPTS

01-03022	CULLIGAN OF ENID	PO0145147	WATER COOLER RENTAL 10/17	\$19.50
01-03053	NORTHWEST SHREDDERS, LLC	PO0145351	SECURITY CONSOLE 10/17	\$80.00
			RECORDS & RECEIPTS TOTAL	\$99.50

FUND 10 DEPT 250 - INFORMATION TECHNOLOGY

01-01783	JP MORGAN CHASE	PO0145353	CHASE PAYMENT	\$159.00
			INFORMATION TECHNOLOGY TOTAL	\$159.00

FUND 10 DEPT 300 - COMMUNITY DEVELOPMENT

01-01783	JP MORGAN CHASE	PO0145353	CHASE PAYMENT	\$342.43
			COMMUNITY DEVELOPMENT TOTAL	\$342.43

FUND 10 DEPT 350 - CODE ENFORCEMENT

01-01783	JP MORGAN CHASE	PO0145353	CHASE PAYMENT	\$249.31
01-03053	NORTHWEST SHREDDERS, LLC	PO0145351	SECURITY CONSOLE 10/17	\$20.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0145365	WAREHOUSE PARTS 11/17	\$526.98
01-04732	DEAL LAWN CARE	PO0145130	MOW/420 N 5TH	\$75.00
01-04732	DEAL LAWN CARE	PO0145150	MOW/1402 S LEONA MITCHELL	\$150.00
01-04732	DEAL LAWN CARE	PO0145150	MOW/329 S 20TH	\$75.00
01-05295	GORE GROUND WORKZ	PO0145162	MOW/2705 N MADISON	\$65.00
01-05295	GORE GROUND WORKZ	PO0145206	MOW/1602 N KENNEDY	\$65.00
01-05295	GORE GROUND WORKZ	PO0145206	MOW/1609 N ADAMS	\$65.00
01-16145	PETTY CASH	PO0145364	REIMB/FILING FEES	\$236.00
01-48610	STITCHES AHEAD, INC.	PO0145296	COE SHIRT LOGOS (18)	\$121.50
01-80177	ALVARADO'S QUALITY MOWING	PO0145125	MOW/830 E ELM	\$134.00
01-80177	ALVARADO'S QUALITY MOWING	PO0145125	MOW/1316 N 2ND	\$64.00
01-80177	ALVARADO'S QUALITY MOWING	PO0145207	MOW/2409 E EUCALYPTUS	\$64.00
CODE ENFORCEMENT TOTAL				\$1,910.79

FUND 10 DEPT 400 - ENGINEERING

01-01163	ADVANCED WATER SOLUTIONS	PO0145123	WATER COOLER RENTAL 11/17	\$50.15
01-01783	JP MORGAN CHASE	PO0145353	CHASE PAYMENT	\$561.48
01-03460	INFRASTRUCTURE TECHNOLOGIES, LLC	PO0145315	ANNUAL IT PIPES SOFTWARE RENEW	\$1,300.00
01-04116	DOWNTOWN THREADS	PO0145134	COE LOGO SHIRTS (6)	\$186.03
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0145365	WAREHOUSE PARTS 11/17	\$640.87
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0145295	COPIER USAGE 10/17	\$27.92
01-05271	INTEGRAL CONSULTING, INC.	PO0141212	G-1704A PROJECT MGMT	\$2,131.50
01-16145	PETTY CASH	PO0145361	REIMB/TRAVEL/KAW LAKE/A KEIM	\$123.05
01-16145	PETTY CASH	PO0145361	REIMB/TRAVEL/OWRB MTG/C GDANSKI	\$92.07
01-16145	PETTY CASH	PO0145361	REIMB/TRAVEL/KLWS MTG/R HITT	\$115.03
01-16145	PETTY CASH	PO0145362	REIMB/TRAVEL/WTP WORKSHOP (2)	\$220.42
01-16145	PETTY CASH	PO0145362	REIMB/TRAVEL/OGWC/C GDANSKI	\$110.21
ENGINEERING TOTAL				\$5,558.73

FUND 10 DEPT 700 - PUBLIC WORKS MGMT

01-01783	JP MORGAN CHASE	PO0145353	CHASE PAYMENT	\$3,359.97
01-04131	UNITED RENTALS (NORTH AMERICA), IN	PO0145198	TILE STRIPPER	\$78.88
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0145365	WAREHOUSE PARTS 11/17	\$143.65
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0145158	JANITORIAL SERVICE 10/17	\$1,448.40
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0145295	COPIER USAGE 10/17	\$3.55
PUBLIC WORKS MGMT TOTAL				\$5,034.45

FUND 10 DEPT 710 - FLEET MAINTENANCE

01-00146	CINTAS CORPORATION LOC. 624	PO0145208	UNIFORM RENTALS (24)	\$112.30
01-00146	CINTAS CORPORATION LOC. 624	PO0145283	UNIFORM RENTALS (24)	\$129.37
01-01783	JP MORGAN CHASE	PO0145353	CHASE PAYMENT	\$679.28
01-03000	CARTER PAINT CO.	PO0145247	PAINT	\$746.79
01-03608	GARFIELD PANEL & SUPPLY, INC.	PO0145211	FASTENERS	\$299.19
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0145365	WAREHOUSE PARTS 11/17	\$1,513.16
01-05320	SKYBITZ TANK MONITORING CORP	PO0145239	TANK MONITORING 11/17	\$84.00
01-05332	PARTSMASER	PO0145240	RACHET SET	\$471.92
01-08018	HOTSY OF OKLAHOMA, INC.	PO0145242	HOTSY REPAIR	\$339.81
01-13017	MUNN SUPPLY, INC.	PO0145209	CYLINDER RENTAL	\$95.39
01-13017	MUNN SUPPLY, INC.	PO0145241	CYLINDER RENTAL	\$48.30
01-13218	MYERS TIRE SUPPLY, INC.	PO0145210	PATCHES	\$57.33
01-35300	UNIFIRST, INC.	PO0145250	SHOP TOWEL SERVICE	\$488.58
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0145246	CARPOT	\$895.00
FLEET MAINTENANCE TOTAL				\$5,960.42

FUND 10 DEPT 730 - PARKS & RECREATION

01-00146	CINTAS CORPORATION LOC. 624	PO0145277	UNIFORM RENTALS (14)	\$77.06
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0145236	V129 SEAT CUSHIONS (2)	\$617.48
01-01783	JP MORGAN CHASE	PO0145353	CHASE PAYMENT	\$4,172.88
01-03042	SIGNS ON A DIME	PO0145366	DOOR SIGN	\$70.00
01-03438	ENID CONVENTION & VISITORS BUREAU	PO0145202	VOLUNTEER APPRECIATION GIFTS (5)	\$54.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0145365	WAREHOUSE PARTS 11/17	\$502.64
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0145295	COPIER USAGE 10/17	\$108.58
01-05434	CRITERION PICTURES USA	PO0145323	MOVIE LICENSE/BOOK OF LIFE	\$275.00
01-13017	MUNN SUPPLY, INC.	PO0145241	CYLINDER RENTAL	\$13.80
PARKS & RECREATION TOTAL				\$5,891.44

FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT.

01-00146	CINTAS CORPORATION LOC. 624	PO0145126	UNIFORM RENTALS (15)	\$87.45
01-00174	BIO SYSTEMS INC	PO0145268	CLEANING AGENT	\$1,740.00
01-00447	FRONTIER EQUIP. SALES, LLC	PO0145245	V119 CURTAIN	\$585.02
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0145260	V119 THROTTLE REPAIR	\$1,594.94
01-01783	JP MORGAN CHASE	PO0145353	CHASE PAYMENT	\$1,270.23
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0145205	V934 IGNITION SWITCH	\$47.27
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0145235	V157 SNAP RING	\$2.20
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0145365	WAREHOUSE PARTS 11/17	\$1,667.80
01-04707	PAVING MAINTENANCE SUPPLY	PO0145178	SEALANT	\$139.14
01-05005	ENID CONCRETE CO., INC.	PO0145267	CONCRETE	\$3,071.25
01-05005	ENID CONCRETE CO., INC.	PO0145360	F-1807 CONCRETE	\$2,900.63
01-33210	P & K EQUIPMENT, INC.	PO0145238	V569 GLASS	\$202.04
01-40180	WAY OUT WEST	PO0145203	BOOTS/H HARMON	\$119.95
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0145172	TRIMMER HEADS (3)/SPOOLS (4)	\$182.51
01-76250	LOGAN COUNTY ASPHALT COMPANY	PO0145337	PROLINE PATCH	\$1,651.60
01-80246	ATWOODS	PO0145127	BULBS/OIL ABSORBANT/GREASE/CAN	\$109.19
01-80343	FENTRESS OIL COMPANY, INC.	PO0145248	DEF FLUID/ALL VEHICLES	\$191.72
STRMWTR & ROADWAY MAINT. TOTAL				\$15,562.94

FUND 10 DEPT 750 - TECHNICAL SERVICES

01-00146	CINTAS CORPORATION LOC. 624	PO0145126	UNIFORM RENTALS (17)	\$145.66
01-00146	CINTAS CORPORATION LOC. 624	PO0145277	UNIFORM RENTALS (69)	\$466.21
01-00146	CINTAS CORPORATION LOC. 624	PO0145283	UNIFORM RENTALS (17)	\$92.86
01-00878	BROWN'S SHOE FIT COMPANY	PO0145120	BOOTS/M AGUILAR	\$220.50
01-01783	JP MORGAN CHASE	PO0145353	CHASE PAYMENT	\$2,495.45
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0145365	WAREHOUSE PARTS 11/17	\$245.52
01-04707	PAVING MAINTENANCE SUPPLY	PO0145261	THERMOPLASTIC	\$1,550.00
01-05433	K3, LLC.	PO0145270	BUCKET TRUCK RENTAL	\$3,500.00
01-80246	ATWOODS	PO0145127	BOOTS/D BREEZE	\$125.00
TECHNICAL SERVICES TOTAL				\$8,841.20

FUND 10 DEPT 900 - LIBRARY

01-00085	PITNEY BOWES	PO0145251	POSTAGE LEASE 11/17	\$86.59
01-00793	ONESOURCE MANAGED SERVICES	PO0145254	COPIER LEASE/USAGE 11/17	\$514.81
01-01163	ADVANCED WATER SOLUTIONS	PO0145123	WATER COOLER RENTAL 11/17	\$33.25
01-01338	J & P SUPPLY, INC.	PO0145171	RAGS	\$7.80
01-01783	JP MORGAN CHASE	PO0145353	CHASE PAYMENT	\$3,758.43
01-02584	OK DEPT. OF CAREER & TECH. EDUCATI	PO0145176	BOOKS (1200)	\$1,200.00
01-03053	NORTHWEST SHREDDERS, LLC	PO0145351	SECURITY CONSOLE 10/17	\$40.00
01-03454	OCLC ONLINE COMPUTER LIBRARY CENTE	PO0145262	ONLINE CATALOG SUBSCRIPTION 11/17	\$1,256.48
01-04666	SIDECAR PUBLICATIONS, LLC	PO0145184	PODCAST SERVICE 10/17-10/18	\$240.00
01-05134	ENID NEWS & EAGLE	PO0145140	ADVERTISING	\$720.00
01-05423	KUNJAHDEE, INC	PO0145105	PERFORMANCE/OBOC/A DEBO	\$600.00
01-05437	PATI HAILEY	PO0145336	AUTHOR VISIT	\$401.65

01-13089	MERRIFIELD OFFICE SUPPLY	PO0145287	PAPER	\$239.94
01-15039	OK LIBRARY ASSOCIATION	PO0145286	ANNUAL DUES/S CARIKER	\$51.00
01-22006	VACUUM CENTER THE	PO0145199	VACUUM CLEANER	\$520.49
01-57310	PURCHASE POWER	PO0145252	QRTL POSTAGE RENEW 10/17-12/17	\$3,000.00
01-65460	ACTSHON PEST CONTROL	PO0145288	PEST CONTROL 11/17	\$30.00
			LIBRARY TOTAL	\$12,700.44

FUND 10 DEPT 950 - SALES TAX TRANS.

01-03060	CENTRAL NATIONAL BANK	PO0145291	EMA SALES TAX TRANSFER 10/17	\$708,463.57
01-19099	SECURITY NATIONAL BANK	PO0145293	SCHOOL SALES TAX TRANSFER 10/17	\$92,107.20
01-19099	SECURITY NATIONAL BANK	PO0145294	EMA KAW SALES TAX TRANSFER 10/17	\$531,347.68
01-77520	BANK OF OKLAHOMA, NA	PO0145292	SCHOOL BOND TAX TRANSFER 10/17	\$85,008.69
			SALES TAX TRANS. TOTAL	\$1,416,927.14

FUND 14 DEPT 145 - HEALTH FUND

01-25008	YMCA	PO0145330	WELLNESS DOLLARS (2)	\$200.00
01-78180	BLUE CROSS BLUE SHIELD OK	PO0145266	DENTAL FEES 10/17	\$1,782.96
01-78180	BLUE CROSS BLUE SHIELD OK	PO0145266	DENTAL CLAIMS 10/17	\$15,847.54
01-78180	BLUE CROSS BLUE SHIELD OK	PO0145266	HEALTH ADMIN FEES 10/17	\$19,559.52
01-78180	BLUE CROSS BLUE SHIELD OK	PO0145266	HEALTH CLAIMS 10/17	\$386,121.21
			HEALTH FUND TOTAL	\$423,511.23

FUND 20 DEPT 205 - AIRPORT

01-00918	POTTER OIL CO, INC.	PO0145359	DIESEL	\$705.63
01-01338	J & P SUPPLY, INC.	PO0145219	CLEANER/TISSUE/LINERS/TOWELS	\$270.56
01-01783	JP MORGAN CHASE	PO0145353	CHASE PAYMENT	\$367.90
01-02269	CEC CORPORATION	PO0144545	A-1701A TERMINAL BUILDING	\$44,820.00
01-02712	FARMER BROS. CO.	PO0145358	COFFEE MAKER/COFFEE	\$114.38
01-03022	CULLIGAN OF ENID	PO0145221	RO/WATER SOFTENER RENTAL 11/17	\$66.00
01-04007	HAGAR RESTAURANT SERVICE, INC.	PO0145220	PILOT ASSEMBLY	\$138.93
01-04684	OROSCO, NANCY	PO0145354	JANITORIAL SERVICE 11/17	\$187.50
01-05428	ECS-ELECTRICAL & CONSTRUCTION SPEC	PO0145138	BEACON MOTOR	\$1,018.16
01-23076	WING AERO PRODUCTS, INC.	PO0145217	CHARTS/SECTIONALS	\$64.67
01-35300	UNIFIRST, INC.	PO0145355	SHOP TOWEL SERVICE	\$127.11
01-42400	AT & T	PO0145137	MONTHLY SERVICE 10/17	\$261.36
01-80343	FENTRESS OIL COMPANY, INC.	PO0145249	OIL/ST	\$878.41
01-80343	FENTRESS OIL COMPANY, INC.	PO0145343	OIL	\$417.00
			AIRPORT TOTAL	\$49,437.61

FUND 22 DEPT 000 - GOLF STOCK

01-05294	EPOCH EYEWEAR	PO0145141	PRO SHOP/ST	\$108.73
01-07022	GREAT PLAINS COCA-COLA	PO0145166	SNACK BAR/ST	\$121.35
			GOLF STOCK TOTAL	\$230.08

FUND 22 DEPT 225 - GOLF

01-01783	JP MORGAN CHASE	PO0145353	CHASE PAYMENT	\$2,492.27
01-04173	DE LAGE PUBLIC FINANCE, LLC.	PO0145132	GRINDER LEASE 12/17	\$377.15
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0145365	WAREHOUSE PARTS 11/17	\$79.06
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0145158	JANITORIAL SERVICE 10/17	\$675.61
01-04744	CHELSEA INFORMATION SYSTEMS, INC.	PO0145124	HOSTED RESERVATIONS 12/17	\$245.00
01-05134	ENID NEWS & EAGLE	PO0145140	COUPON INSERT	\$120.00
01-05160	VGM FINANCIAL SERVICES	PO0144112	UTILITY TRUCK LEASE 10/17	\$365.95
01-05160	VGM FINANCIAL SERVICES	PO0144113	GREENS MOWER LEASE 10/17	\$690.60
01-05214	TECHNOLOGY CONTROL GROUP	PO0145257	SECURITY CAMERAS/INSTALL	\$2,380.96
01-66210	YAMAHA MOTOR CORPORATION USA	PO0142933	GOLF CART LEASE 11/17	\$2,945.00
01-72030	EXPRESS PERSONNEL SERVICES, INC.	PO0145142	TEMP EMPLOYEE	\$459.29
			GOLF TOTAL	\$10,830.89

FUND 30 DEPT 305 - STREET & ALLEY

01-03089	CUMMINS CONSTRUCTION EQUIP. CO., I	PO0144780	ASPHALT/SW081 STATE CONTRACT	\$26,142.83
01-60230	RICK LORENZ CONSTRUCTION	PO0142455	R-1702A 2017 STREET PRGM	\$13,053.81
STREET & ALLEY TOTAL				\$39,196.64

FUND 31 DEPT 230 - UTILITY BILLING

01-01163	ADVANCED WATER SOLUTIONS	PO0145123	WATER COOLER RENTAL 11/17	\$56.80
01-01783	JP MORGAN CHASE	PO0145353	CHASE PAYMENT	\$133.07
01-03053	NORTHWEST SHREDDERS, LLC	PO0145351	SECURITY CONSOLE 10/17	\$20.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0145365	WAREHOUSE PARTS 11/17	\$128.52
UTILITY BILLING TOTAL				\$338.39

FUND 31 DEPT 760 - SOLID WASTE SERVICES

01-00146	CINTAS CORPORATION LOC. 624	PO0145271	SHOP TOWEL SERVICE	\$38.76
01-00146	CINTAS CORPORATION LOC. 624	PO0145271	UNIFORM RENTALS (26)	\$143.57
01-00146	CINTAS CORPORATION LOC. 624	PO0145273	UNIFORM RENTALS (18)	\$96.91
01-00146	CINTAS CORPORATION LOC. 624	PO0145349	UNIFORM RENTALS (18)	\$143.57
01-00146	CINTAS CORPORATION LOC. 624	PO0145349	SHOP TOWEL RENTAL	\$38.76
01-00536	WILLIAMS BROADCASTING, LLC	PO0145174	ADVERTISING	\$500.00
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0145346	V226 SEAL	\$2.78
01-01163	ADVANCED WATER SOLUTIONS	PO0145123	WATER COOLER RENTAL 11/17	\$30.00
01-01783	JP MORGAN CHASE	PO0145353	CHASE PAYMENT	\$1,730.33
01-03000	CARTER PAINT CO.	PO0145344	V238 PAINT	\$27.28
01-03022	CULLIGAN OF ENID	PO0145274	WATER COOLER RENTAL 11/17	\$28.00
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0145205	V261 FUEL CAP	\$42.35
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0145348	V267 ROLLER	\$239.63
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0142799	LOADER RENTAL 11/17	\$3,200.00
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0145319	V265 HYDRAULIC REPAIR	\$1,724.94
01-03921	EXPRESS SCRIPTS, INC.	PO0145143	WC/MEDICAL	\$109.95
01-03921	EXPRESS SCRIPTS, INC.	PO0145307	WC/MEDICAL	\$739.50
01-04033	DOLESE BROTHERS CO., INC.	PO0145275	CONCRETE BLOCKS (20)	\$700.00
01-04038	OK DEPT OF ENVIRONMENTAL QUALITY	PO0145264	STATE DISPOSAL FEE 7/17-12/17	\$25,466.00
01-04116	DOWNTOWN THREADS	PO0145134	COE LOGO SHIRTS (12)	\$92.40
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0145365	WAREHOUSE PARTS 11/17	\$2,434.17
01-04560	DOCUGUARD	PO0144268	RECYCLING CONTRACT 9/17	\$4,148.82
01-04560	DOCUGUARD	PO0144268	RECYCLING CONTRACT 10/17	\$4,433.37
01-04962	COMMUNITY NATIONAL BANK OF OKARCHE	PO0142912	COMPACTOR LEASE 11/17	\$7,906.67
01-04962	COMMUNITY NATIONAL BANK OF OKARCHE	PO0142913	DOZER LEASE 11/17	\$6,508.65
01-05255	HIDDEN, EARL R	PO0145298	WC/TRAVEL REIMB	\$156.22
01-05309	CHEM-CAN BUILDING & CONSTRUCTION S	PO0145276	PORTABLE TOILET RENTAL 11/17	\$160.00
01-05346	ACCENT WIRE-TIE	PO0143049	WIRE TIE BUNDLES (26)	\$2,406.00
01-07102	GARFIELD R W D #5	PO0145161	MONTHLY SERVICE 10/17	\$45.13
01-08018	HOTSY OF OKLAHOMA, INC.	PO0145168	CLEANER	\$74.00
01-16145	PETTY CASH	PO0145363	REIMB/CDL RENEWAL (2)	\$113.00
01-80246	ATWOODS	PO0145127	PAINT MITTS/TRAYS/ROLLER COVER	\$95.87
01-80246	ATWOODS	PO0145272	PAINT	\$15.00
01-80343	FENTRESS OIL COMPANY, INC.	PO0145248	DEF FLUID/ALL VEHICLES	\$191.73
01-80343	FENTRESS OIL COMPANY, INC.	PO0145321	OIL	\$1,170.29
SOLID WASTE SERVICES TOTAL				\$64,953.65

FUND 31 DEPT 785 - PUBLIC UTILITIES MGMT

01-01783	JP MORGAN CHASE	PO0145353	CHASE PAYMENT	\$1,016.51
PUBLIC UTILITIES MGMT TOTAL				\$1,016.51

FUND 31 DEPT 790 - WATER PRODUCTION

01-00146	CINTAS CORPORATION LOC. 624	PO0145126	UNIFORM RENTALS (18)	\$101.60
01-00146	CINTAS CORPORATION LOC. 624	PO0145277	UNIFORM RENTALS (10)	\$57.50
01-01005	ALFALFA ELECTRIC COOPERATIVE	PO0145356	MONTHLY SERVICE 11/17	\$13,376.26
01-01178	ACCURATE, INC.	PO0145121	SAMPLE ANALYSIS	\$860.00
01-01178	ACCURATE, INC.	PO0145269	ANNUAL SAMPLE ANALYSIS	\$10,900.00

01-01783	JP MORGAN CHASE	PO0145353	CHASE PAYMENT	\$610.99
01-04116	DOWNTOWN THREADS	PO0145134	COE LOGO SHIRTS (5)	\$113.27
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0145365	WAREHOUSE PARTS 11/17	\$6,373.76
01-07036	GRAINGER, INC.	PO0145163	PIPE FITTINGS	\$51.76
01-38030	DAL SECURITY, INC.	PO0145131	MONTHLY MONITORING 11/17	\$50.00
01-48610	STITCHES AHEAD, INC.	PO0145185	COE JACKET LOGO	\$6.75
01-79980	PIONEER BUSINESS SOLUTION	PO0145253	MONTHLY SERVICE 11/17	\$91.97
01-80246	ATWOODS	PO0145127	INSECTICIDE	\$59.99
01-80258	BRENTAG SOUTHWEST, INC.	PO0142828	CHLORINE	\$3,547.60
			WATER PRODUCTION TOTAL	\$36,201.45

FUND 31 DEPT 795 - WATER RECLAMATION SERVICES

01-00146	CINTAS CORPORATION LOC. 624	PO0145126	UNIFORM RENTALS (25)	\$242.60
01-00146	CINTAS CORPORATION LOC. 624	PO0145146	UNIFORM RENTALS (13)	\$160.52
01-00447	FRONTIER EQUIP. SALES, LLC	PO0145160	TANK SEALS (4)/VALVE/CLAMPS(5)	\$835.39
01-00878	BROWN'S SHOE FIT COMPANY	PO0145120	BOOTS/T KEGIN	\$125.00
01-01783	JP MORGAN CHASE	PO0145353	CHASE PAYMENT	\$830.65
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0145348	V344 PIN	\$127.67
01-04033	DOLESE BROTHERS CO., INC.	PO0145133	ROCK/CRUSHER RUN	\$1,228.29
01-04033	DOLESE BROTHERS CO., INC.	PO0145153	CRUSHER RUN	\$433.45
01-04033	DOLESE BROTHERS CO., INC.	PO0145275	CRUSHER RUN	\$252.32
01-04116	DOWNTOWN THREADS	PO0145134	COE COAT LOGOS (2)	\$14.50
01-04116	DOWNTOWN THREADS	PO0145154	COE LOGO HATS (24)	\$234.00
01-04116	DOWNTOWN THREADS	PO0145279	COE COVERALL LOGOS (4)	\$39.00
01-04207	FOUR J'S TIRE SERVICE, LLC	PO0145320	V358 TIRES (4)	\$1,910.96
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0145365	WAREHOUSE PARTS 11/17	\$9,826.04
01-05005	ENID CONCRETE CO., INC.	PO0145139	CONCRETE	\$1,385.01
01-05005	ENID CONCRETE CO., INC.	PO0145360	CONCRETE	\$1,012.50
01-05046	MID AMERICA METER, INC.	PO0145331	METER REPAIR (2)	\$3,584.25
01-05384	CORE & MAIN LP	PO0145128	METER BOXES/LIDS (25)	\$671.84
01-05384	CORE & MAIN LP	PO0145350	METERS (2)	\$1,140.00
01-31930	OK ONE-CALL SYSTEM, INC.	PO0145263	ANNUAL MEMBERSHIP FEES	\$1,519.00
01-59360	FASTENAL COMPANY	PO0145159	FITTINGS	\$24.93
			WATER RECLAMATION SERVICES TOTAL	\$25,597.92

FUND 31 DEPT 799 - WASTEWATER PLANT MGMT

01-01178	ACCURATE, INC.	PO0145342	AMMONIA/NITRATE/PHOSPHORUS TESTS	\$2,321.09
01-01783	JP MORGAN CHASE	PO0145353	CHASE PAYMENT	\$1,177.38
01-02021	B'S QUALITY DOOR, INC.	PO0145135	CIRCUIT BOARD/SERVICE CALL	\$477.85
01-03022	CULLIGAN OF ENID	PO0145129	FILTERS (3)	\$150.98
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0145365	WAREHOUSE PARTS 11/17	\$441.72
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0145158	JANITORIAL SERVICE 10/17	\$622.44
01-05388	ROTEK SERVICES, INC.	PO0145183	ONSITE SERVICE ALIGNMENT	\$790.00
01-59360	FASTENAL COMPANY	PO0145159	SCREWS/NUTS/BEARINGS	\$524.02
			WASTEWATER PLANT MGMT TOTAL	\$6,505.48

FUND 33 DEPT 335 - V.D.A.

01-00223	COOPER, MICHAEL G.	PO0145255	ANNUAL ADC MEMBERSHIP	\$240.00
01-00223	COOPER, MICHAEL G.	PO0145255	ADC FORUM 2/12-14/18	\$495.00
01-00223	COOPER, MICHAEL G.	PO0145255	MONTHLY PHONE SERVICE 10/17	\$71.54
01-05297	COLBY, SANDRA	PO0145335	TEXTBOOK REIMBURSEMENT	\$300.00
01-05435	BICE, PENNY	PO0145334	TEXTBOOK REIMBURSEMENT	\$300.00
			V.D.A. TOTAL	\$1,406.54

FUND 40 DEPT 405 - CAPITAL IMPROVEMENT

01-05172	MERIDIAN CONTRACTING, INC	PO0137845	R-1504A PROFESSIONAL SERVICE	\$67,247.94
01-05081	BEVERAGES CONSTRUCTION, LLC.	PO0141298	M-1701C CHEROKEE DETENTION	\$21,000.00
			CAPITAL IMPROVEMENT TOTAL	\$88,247.94

FUND 41 DEPT 415 - STREET IMPROVEMENT

01-05251	BRINLEY ENGINEERING, LLC	PO0143656	W-1801A PROFESSIONAL SERVICE	\$8,700.00
STREET IMPROVEMENT TOTAL				\$8,700.00

FUND 42 DEPT 425 - SANITARY SEWER FUND

01-12007	LUCKINBILL, INC.	PO0145117	S-1708C SCOOTERS LIFT STATION	\$14,625.00
01-12007	LUCKINBILL, INC.	PO0145117	S-1708C NELSON LIFT STATION	\$14,625.00
SANITARY SEWER FUND TOTAL				\$29,250.00

FUND 43 DEPT 435 - STORMWATER FUND

01-05050	ENVIROTECH	PO0143358	F-1803A PROFESSIONAL SERVICE	\$7,125.00
01-05050	ENVIROTECH	PO0107599	F-1302A PROFESSIONAL SERVICE	\$5,175.00
01-05081	BEVERAGES CONSTRUCTION, LLC.	PO0139546	F-1701A PROFESSIONAL SERVICE	\$4,314.50
01-05418	K & R BUILDERS, INC.	PO0144985	R-1806A PROFESSIONAL SERVICE	\$3,500.00
STORMWATER FUND TOTAL				\$20,114.50

FUND 44 DEPT 445 - WATER CAP. IMPROVEMENT FUND

01-02886	UTILITY TECHNOLOGY SERVICES, INC.	PO0143990	W-1710C PIPE/FITTINGS	\$20,435.00
01-03707	DOERNER, SAUNDERS, DANIEL & ANDERS	PO0145329	W-1304A WATER RIGHTS	\$3,128.10
01-03707	DOERNER, SAUNDERS, DANIEL & ANDERS	PO0145329	W-1304B PROFESSIONAL SERVICE	\$1,080.00
01-03760	GARVER, LLC	PO0139545	W-1712B PROFESSIONAL SERVICE	\$900,118.98
WATER CAP. IMPROVEMENT FUND TOTAL				\$924,762.08

FUND 50 DEPT 505 - 911

01-01783	JP MORGAN CHASE	PO0145353	CHASE PAYMENT	\$499.00
01-04116	DOWNTOWN THREADS	PO0145194	COE LOGO SHIRTS (27)	\$645.98
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0145310	COPIER LEASE/USAGE 11/17	\$162.48
01-66190	AT&T	PO0145258	MONTHLY SERVICE 11/17	\$10,127.43
911 TOTAL				\$11,434.89

FUND 51 DEPT 515 - POLICE

01-00082	OU PHYSICIANS	PO0145213	WC/MEDICAL/G ROBERTSON	\$829.06
01-00082	OU PHYSICIANS	PO0145302	WC/MEDICAL/G ROBERTSON	\$55.72
01-00191	OU MEDICAL CENTER	PO0145318	WC/MEDICAL/G ROBERTSON	\$7,765.94
01-00612	PHYSICIANS GROUP, LLC	PO0145304	WC/MEDICAL/G ROBERTSON	\$254.06
01-01338	J & P SUPPLY, INC.	PO0145189	TOWELS/GLOVES/CLEANER/AEROSOL	\$765.14
01-01472	STAPLES ADVANTAGE	PO0145191	DVDS/CDS/FOLDERS/BATTERIES	\$330.08
01-01780	B & B LAWN CARE	PO0145187	LAWN SERVICE 10/17	\$240.00
01-01783	JP MORGAN CHASE	PO0145353	CHASE PAYMENT	\$5,689.48
01-02082	AT&T MOBILITY	PO0145259	MONTHLY SERVICE 10/17	\$2,895.30
01-03053	NORTHWEST SHREDDERS, LLC	PO0145351	SECURITY CONSOLE 10/17	\$100.00
01-03921	EXPRESS SCRIPTS, INC.	PO0145143	WC/MEDICAL/G ROBERTSON	\$722.95
01-03921	EXPRESS SCRIPTS, INC.	PO0145307	WC/MEDICAL/D FITZWATER	\$196.02
01-04013	STILLWATER MEDICAL CENTER AUTHORIT	PO0145303	WC/MEDICAL/J STADLER	\$88.74
01-04164	OK DEPT. OF PUBLIC SAFETY	PO0145312	OLETS FEE 11/17	\$350.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0145365	WAREHOUSE PARTS 11/17	\$4,653.42
01-04563	XPRESS WELLNESS, LLC	PO0145204	WC/MEDICAL/B SCHWARZKOPF	\$131.83
01-04563	XPRESS WELLNESS, LLC	PO0145305	WC/MEDICAL/A BARBER	\$319.72
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0145310	COPIER LEASE/USAGE 11/17	\$587.02
01-04754	DIAGNOSTIC IMAGING ASSOCIATES, INC	PO0145152	WC/MEDICAL/J STADLER	\$14.34
01-04754	DIAGNOSTIC IMAGING ASSOCIATES, INC	PO0145297	WC/MEDICAL/G ROBERTSON	\$252.36
01-05290	GRATS TRANSMISSION	PO0145256	V2076 TRANSMISSION REBUILD	\$1,280.00
01-05403	FITZWATER, DUSTIN L	PO0145155	WC/TRAVEL REIMB	\$61.36
01-05411	VALIR OUTPATIENT CLINICS	PO0145201	WC/MEDICAL/B SCHWARZKOPF	\$160.47
01-05411	VALIR OUTPATIENT CLINICS	PO0145306	WC/MEDICAL/B SCHWARZKOPF	\$541.39
01-05412	AIR EVAC LIFETEAM	PO0145308	WC/MEDICAL/G ROBERTSON	\$20,488.77
01-05432	OK UNIV PATHOLOGY	PO0145218	WC/MEDICAL/G ROBERTSON	\$103.13
01-05432	OK UNIV PATHOLOGY	PO0145301	WC/MEDICAL/G ROBERTSON	\$114.57

01-05436	SCHWARZKOPF, BRIAN D	PO0145333	WC/MEDICAL/B SCHWARZKOPF	\$127.41
01-07041	GALL'S, INC.	PO0143644	UNIFORMS/EQUIPMENT	\$10,527.19
01-09006	INDUSTRIAL MATERIAL CORP.	PO0145170	DOOR	\$730.00
01-13089	MERRIFIELD OFFICE SUPPLY	PO0145327	PAPER/STORAGE BOX	\$138.34
01-15132	O'REILLY AUTO PARTS, INC.	PO0145313	BATTERY CHARGER	\$125.99
01-16006	PHILLIPS PRINTING, INC.	PO0145197	RECEIPT BOOKS (30)	\$223.00
01-18022	RUSCO PLASTICS	PO0145193	BOARD TAGS (4)	\$10.00
01-23090	WHEAT CAPITAL COMMUNICATION	PO0144708	RADIOS/ANTENNAS (7)	\$3,273.85
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0145192	VACCINATIONS (4)	\$280.00
01-50210	LOWE'S HOME CENTERS, INC.	PO0145314	LUBRICANT/FUEL HOSE	\$43.16
01-65460	ACTSHON PEST CONTROL	PO0145325	PEST CONTROL 11/17	\$60.00
01-79090	ST MARYS REGIONAL MEDICAL CENTER	PO0145186	WC/MEDICAL/J STADLER	\$808.06
01-79090	ST MARYS REGIONAL MEDICAL CENTER	PO0145309	WC/MEDICAL/G ROBERTSON	\$2,846.60
01-79290	SIGN SHACK THE	PO0145190	V2081 DECAL REPAIR	\$70.00
POLICE TOTAL				\$68,254.47

FUND 60 DEPT 605 - E.E.C.C.H.

01-01783	JP MORGAN CHASE	PO0145353	CHASE PAYMENT	\$106.28
01-15125	OK GAS & ELECTRIC	PO0145340	MONTHLY SERVICE 10/17	\$7,517.37
01-49880	DELL MARKETING, LP	PO0144150	COMPUTERS (6)	\$4,348.68
E.E.C.C.H. TOTAL				\$11,972.33

FUND 65 DEPT 655 - FIRE

01-01783	JP MORGAN CHASE	PO0145353	CHASE PAYMENT	\$634.68
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0145365	WAREHOUSE PARTS 11/17	\$111.85
01-04563	XPRESS WELLNESS, LLC	PO0145305	WC/MEDICAL/M TOEWS	\$245.07
FIRE TOTAL				\$991.60

FUND 99 DEPT 995 - EPTA

01-01783	JP MORGAN CHASE	PO0145353	CHASE PAYMENT	\$2,366.61
01-02082	AT&T MOBILITY	PO0145136	MONTHLY SERVICE 10/17	\$271.84
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0145365	WAREHOUSE PARTS 11/17	\$1,061.49
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0145295	COPIER USAGE 10/17	\$246.33
01-19165	STEVENS FORD, INC.	PO0145237	V8558 ALTERNATOR	\$488.42
01-47300	OK TURNPIKE AUTHORITY	PO0145179	TOLLS	\$7.60
EPTA TOTAL				\$4,442.29

FUND 70 DEPT 705 - CDBG

70-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0145243	B-17 (417) CHAIN LINK FENCE	\$2,452.50
70-05005	ENID CONCRETE COMPANY, INC.	PO0145289	B-15 (405) CONCRETE/D HASKINS	\$326.61
70-05005	ENID CONCRETE COMPANY, INC.	PO0145289	B-17 (417) CONCRETE/D HASKINS	\$315.39
CDBG TOTAL				\$3,094.50

COMBINED BREAKDOWN OF TOTALS

EMA	\$134,613.40
EEDA	\$0.00
EPTA	\$4,442.29
REMAINING FUNDS	\$3,351,815.88
TOTAL CLAIMS	\$3,490,871.57

PURCHASING CARD CLAIMS LIST

11-21-17

FUND 10 DEPT 100 - ADMINISTRATIVE SERVICES

2000 CED	PO0145353	CABLE/CONNECTOR	106.04
AMAZON MKTPLACE PMTS	PO0145353	MONITORS	220.00
AMAZON.COM	PO0145353	LAPTOP BAG/KEYBOARD/MOUSE/SOUNDBAR	109.27
GRIMSLEY'S, INC.	PO0145353	TOILET TISSUE/DISPENSER TOWEL/WIPES	342.24
INT*IN *AMERICAN REFRI	PO0145353	DRAIN PAN/DRAIN PAN GRILL	87.00
LOCKE SUPPLY	PO0145353	LED LIGHTS/SURF MOUNT KIT	438.06
LOWES #00205*	PO0145353	COUNTERTOP CLEANER/FLOOR POLISH	49.90
PAYPAL *OKLAHOMAMUN	PO0145353	OML-CMO MEMBERSHIP/J GILBERT	50.00
STAPLES 00106633	PO0145353	NAMETAGS/SHARPIES/CARABINER	23.26
STUART C IRBY	PO0145353	FLAT PANEL LED FIXTURES	100.00

ADMINISTRATIVE SERVICES TOTAL **1,525.77**

FUND 10 DEPT 110 - HUMAN RESOURCES

PAYPAL *SGR	PO0145353	SGR LEADERSHIP WKSHP REGISTRATION/S KEY	199.00
PREHIRE SCREENING SERV	PO0145353	BACKGROUND SCREENINGS	405.00
SMALLCAKES A CUPCAKERY	PO0145353	CUPCAKES/HALLOWEEN CONTEST	86.40
STAPLES DIRECT	PO0145353	CERTIFICATES/SERVICE AWARDS	6.99
WAL-MART #0499	PO0145353	HALLOWEEN CANDY/DECORATIONS	23.52
WM SUPERCENTER #4390	PO0145353	GIFT CARD/HALLOWEEN CONTEST	25.00

HUMAN RESOURCES TOTAL **745.91**

FUND 10 DEPT 140 - SAFETY

STAPLES 00106633	PO0145353	LAMINATING POUCHES/INK CARTRIDGE	148.50
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SAFETY TOTAL **148.50**

FUND 10 DEPT 150 - PR/MARKETING

HOBBY-LOBBY #0008	PO0145353	PHOTO FRAMING/ETN STUDIO	202.58
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PR/MARKETING TOTAL **202.58**

FUND 10 DEPT 200 - GENERAL GOVERNMENT

AIRBNB * HMH2MW8DAW	PO0145353	LODGING/NLC CONF/T WILSON	543.40
AMERICAN 00170222806843	PO0145353	AIRFARE/NLC CONF/T WILSON	258.79
CRACKER BARREL #636 OW	PO0145353	MEAL/OML BOARD MEETING/B SHEWEY	24.86
JUMBO FOODS	PO0145353	MEAL/COMMISSION MEETING	180.97
TRAVELOCITY*7308209104	PO0145353	AIRFARE/RENTAL CAR/NLC CONF/T WILSON	669.24
UNITED 01670222806836	PO0145353	AIRFARE/NLC CONF/T WILSON	229.30

GENERAL GOVERNMENT TOTAL **1,906.56**

FUND 10 DEPT 210 - ACCOUNTING

MCALISTER'S DELI 727	PO0145353	MEAL (7)/EMPLOYEE APPRECIATION	75.48
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ACCOUNTING TOTAL **75.48**

FUND 10 DEPT 250 - INFORMATION TECHNOLOGY

LIVEPERSON, INC	PO0145353	ONLINE CHAT/COE WEB SITE	159.00
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INFORMATION TECHNOLOGY TOTAL **159.00**

PURCHASING CARD CLAIMS LIST

11-21-17

FUND 10 DEPT 300 - COMMUNITY DEVELOPMENT

196 BRAUMS STORE	PO0145353	MEAL/CODE CONF/C BAUER	2.43
LA QUINTA INNSUITES	PO0145353	LODGING/CODE CONF/C BAUER	340.00

COMMUNITY DEVELOPMENT TOTAL **342.43**

FUND 10 DEPT 350 - CODE ENFORCEMENT

AMAZON MKTPLACE PMTS	PO0145353	CHAIR REPLACEMENT WHEELS	29.98
BEST WESTERN PLUS NORM	PO0145353	LODGING/CODE TRAINING/K PERROTT	94.99
BILLS STEAKHOUSE AND S	PO0145353	MEAL/CODE TRAINING/K PERROTT	15.48
HOLLIES FLATIRON STEAK	PO0145353	MEAL/CODE TRAINING/K PERROTT	34.14
SONIC DRIVE IN #5086	PO0145353	MEAL/CODE TRAINING/K PERROTT	11.78
STAPLES 00106633	PO0145353	BINDER DIVIDER/LUMBAR PILLOW	50.96
WALGREENS #5531	PO0145353	BATTERIES	11.98

CODE ENFORCEMENT TOTAL **249.31**

FUND 10 DEPT 400 - ENGINEERING

ACADEMY SPORTS #271	PO0145353	BOOTS/J NORMAN	79.99
EMBASSY SUITES NORMAN	PO0145353	LODGING/KAW PROGRAM/L MINTZ	159.57
HOLIDAY INN EXPRESS &	PO0145353	LODGING (4)/KAW PROGRAM MEETING	273.00
WAL-MART #0499	PO0145353	UNIFORM/PANTS/J NORMAN	48.92

ENGINEERING TOTAL **561.48**

FUND 10 DEPT 700 - PUBLIC WORKS MGMT

AMERICAN PUBLIC WORKS	PO0145353	JOB ADVERTISING	295.00
A-Z FLOORING AMERICA	PO0145353	TROWEL BLADE/HANDLE/FLOOR LEVELER	95.94
INDUSTRIAL MATERIALS	PO0145353	DOORS/JAMBS (4)/HINGES/LOCKS	2,210.00
LOCKE SUPPLY	PO0145353	SCREWS/CEILING REGISTERS	39.47
MANN'S RENTAL	PO0145353	CARPET ROLLER RENTAL	45.00
PAYPAL *OKLAHOMAMUN	PO0145353	JOB ADVERTISING	10.00
SHERWIN WILLIAMS 70718	PO0145353	PAINT/SPRAY GUN TIP/MINERAL SPIRITS	281.53
STAPLES 00106633	PO0145353	PRINTER/SHREDDER	338.93
WW STARR LUMBER ENID	PO0145353	PLYWOOD/PERMANENT MARKERS	44.10

PUBLIC WORKS MGMT TOTAL **3,359.97**

FUND 10 DEPT 710 - FLEET MGMT

ENID WINNELSON CO	PO0145353	COPPER FITTING REDUCER/COUPLING	31.70
HUGHES LUMBER COMPANY	PO0145353	DRILL BIT/SCREWS	47.36
INDUSTRIAL MATERIALS	PO0145353	DOOR	280.00
LOCKE SUPPLY	PO0145353	PAINT BIN	72.51
SHERWIN WILLIAMS 70718	PO0145353	PAINT/SUPPLIES	218.26
SQ *SQ *A W BRUEGGEMAN	PO0145353	WRENCH	29.45

FLEET MGMT TOTAL **679.28**

FUND 10 DEPT 730 - PARKS & RECREATION

ACADEMY SPORTS #271	PO0145353	GOGGLES	24.99
ACE HDWE	PO0145353	KEYS/SANDPAPER/BRACE/PLIERS	135.59
ALBRIGHT STEEL WIRE EN	PO0145353	CHAIN LINK FENCE PARTS	86.43
AMAZON MKTPLACE PMTS	PO0145353	COAT/J MARSH	99.99
AMAZON MKTPLACE PMTS	PO0145353	HOT DOG GRILLING MACHINE/PAINT	180.68
AMAZON MKTPLACE PMTS	PO0145353	SPECIAL EVENT COSTUMES (7)	212.89
AMAZON.COM	PO0145353	SSD DRIVE/BINDERS	154.29

PURCHASING CARD CLAIMS LIST

11-21-17

ATWOOD 01 ENID	PO0145353	EXTENSION CORDS/RATCHET STRAPS/BAGS	627.34
BIG ED'S SURPLUS, LLC	PO0145353	METAL DRUMS (10)/PLASTIC DRUMS (5)	390.00
CHEM CAN BUILDING & CO	PO0145353	PORTABLE TOILET RENTAL	715.00
FASTENAL COMPANY01	PO0145353	NUTS/BOLTS	14.70
FOUR J'S TIRE SERV	PO0145353	V508 TIRES (2)	131.00
LOCKE SUPPLY	PO0145353	ELECTRIC WALL HEATER	112.37
LOWES #00205*	PO0145353	GENERATOR/PAINT/LEVEL	940.96
PICMONKEY LLC	PO0145353	MONTHLY SUBSCRIPTION/PICTURE EDITING	7.99
SHERWIN WILLIAMS 70718	PO0145353	AIRLESS PAINT MACHINE PARTS	103.88
STAPLES 00106633	PO0145353	PAINT MARKERS (4)/POSTER BOARD/STENCILS	43.02
THE DENNY PRICE FAMILY	PO0145353	GOGGLES/DAY PASS	22.00
UPS (800) 811-1648	PO0145353	SHIPPING FEES 730	18.83
WAL-MART #4390	PO0145353	TRASH BAGS/TOTE	33.18
WM SUPERCENTER #499	PO0145353	SLOW COOKER (2)/BURNER/SAUCE PANS	117.75

PARKS & RECREATION TOTAL	4,172.88
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FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT

ALBRIGHT STEEL WIRE EN	PO0145353	REBAR DOWELS/EXPANSION JOINT	150.40
AMAZON MKTPLACE PMTS	PO0145353	COAT/D DENNIS	109.99
AT&T*PREMIER EBIL	PO0145353	IPAD DATA PLAN 11/17	54.78
FOUR J'S TIRE SERV	PO0145353	V191 TIRES (2)	50.00
FOUR J'S TIRE SERV	PO0145353	V541 TIRES (2)	50.00
FOUR J'S TIRE SERV	PO0145353	V586 TIRES (2)	479.00
KINNUNEN SALES AND REN	PO0145353	ASPHALT PATCH/SAW BLADE	376.06

STRMWTR & ROADWAY MAINT TOTAL	1,270.23
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FUND 10 DEPT 750 -TECHNICAL SERVICES

2000 CED	PO0145353	BALLAST KITS	120.00
ACE HDWE	PO0145353	NEW KEYS	4.17
AT&T O519 8327	PO0145353	PHONE CASE	50.00
AT&T*PREMIER EBIL	PO0145353	IPAD DATA 9/17-10/17	535.29
ATWOOD 01 ENID	PO0145353	JACKET/COVERALLS/J RIVERA	149.93
CRITICAL COMM	PO0145353	MONTHLY SERVICE 11/17	47.57
DOWNTOWN THREADS	PO0145353	LOGO JACKETS (2)	87.87
ENID WINNELSON CO	PO0145353	HYDRANT	126.01
FOUR J'S TIRE SERV	PO0145353	V120 TIRES (2)	577.28
HUGHES LUMBER COMPANY	PO0145353	CEMENT GRAVEL MIX	16.32
LOCKE SUPPLY	PO0145353	CONNECTORS	11.26
LOCKE SUPPLY	PO0145353	CORD GRIPS	42.38
LOWES #00205*	PO0145353	HAND SAW/ROUND FILE/EDGER BELTS	54.22
SIGNWAREHOUSE.COM	PO0145353	LAMINATE/VINYL/INK CARTRIDGE	428.00
THE UPS STORE 5063	PO0145353	SHIPPING FEES	57.35
WAY OUT WEST	PO0145353	JACKET/COVERALLS/T BUCKLEY	114.90
ZEE MEDICAL SERVICE	PO0145353	SAFETY CABINET RESTOCK	72.90

TECHNICAL SERVICES TOTAL	2,495.45
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PURCHASING CARD CLAIMS LIST

11-21-17

FUND 10 DEPT 900 - LIBRARY

AMAZON.COM	PO0145353	BOOKS (8)	143.55
BAKER & TAYLOR - BOOKS	PO0145353	BOOKS (57)	806.67
BEDLAM BAR-B-Q	PO0145353	MEAL (2)/ODL CONF	34.71
BEST OF BOOKS	PO0145353	PROGRAM SUPPLIES	111.85
BRODART SUPPLIES	PO0145353	BOOKS (94)	906.22
BRODART SUPPLIES	PO0145353	M-1717 BOOKS (46)	704.15
CENTER POINT LARGE PRI	PO0145353	BOOKS (16)	358.92
COSCHEDULE TEAM MKTNG	PO0145353	SOCIAL MEDIA SCHEDULING	79.00
DOLLAR GENERAL #14642	PO0145353	PLATES/NAPKINS	19.70
DOLLAR TREE	PO0145353	PROGRAM SUPPLIES	20.00
FIVE80 COFFEEHOUSE	PO0145353	MEAL (15)/LIBRARY BOARD	241.00
HERRSCHNERS-PERLER	PO0145353	PROGRAM SUPPLIES	15.21
HOBBY-LOBBY #0008	PO0145353	PROGRAM SUPPLIES	33.84
LOWES #00205*	PO0145353	CLEANER/CLOCK/BATTERIES/PAPER TOWELS	143.54
OKLAHOMA LIBRA00 OF 00	PO0145353	OLA DUES/M SHERRILL	51.00
PBS DISTRIBUTION LLC	PO0145353	DVD	41.94
RECORDED BOOKS	PO0145353	BOOK ON CD	6.95
SCHOLASTIC EDUCATION	PO0145353	(CREDIT) TAX REFUND	(81.88)
STAPLES DIRECT	PO0145353	MAILERS (5)	68.99
THE MULE	PO0145353	MEAL (3)/ODL TRAINING	37.75
WAL-MART #0499	PO0145353	PROGRAM SUPPLIES	15.32

LIBRARY TOTAL **3,758.43**

FUND 20 DEPT 205 - AIRPORT

AIRNAV	PO0145353	AIRNAV LISTING	340.00
PILOT 00005066	PO0145353	DIESEL	27.90

AIRPORT TOTAL **367.90**

FUND 22 DEPT 225 - GOLF

AMAZON MKTPLACE PMTS	PO0145353	CALENDAR	13.40
AUTOPAY/DISH NTWK	PO0145353	MONTHLY SERVICE 10/17	139.02
CERTIFIED LABORATORIES	PO0145353	HAND CLEANER/GLASS CLEANER	280.60
EVENTBEE.COM	PO0145353	OTRF CONF REGISTRATION (2)	320.00
HIBU INC. - WEST	PO0145353	ADVERTISING	451.62
LOCKE SUPPLY	PO0145353	THERMOSTATS (2)	113.88
LOWES #00205*	PO0145353	WINTER GLOVES/UTILITY KNIFE/BITS	149.21
SIMPLOT PARTNERS 1420	PO0145353	GROWTH REGULATOR/INSECTICIDE	908.20
SUDDENLINK-NAT'L SITE	PO0145353	MONTHLY SERVICE 11/17	79.95
WAL-MART #4390	PO0145353	SNACKBAR SUPPLIES	36.39

GOLF TOTAL **2,492.27**

FUND 31 DEPT 230 - UTILITY SERVICES

MCALISTER'S DELI 727	PO0145353	MEAL (9)/EMPLOYEE APPRECIATION	124.89
SCHIEBER S DONUTS & DE	PO0145353	MEAL (8)/EMPLOYEE APPRECIATION	8.18

UTILITY SERVICES TOTAL **133.07**

FUND 31 DEPT 760 - SOLID WASTE

FOUR J'S TIRE SERV	PO0145353	V212 TIRES (2)	860.24
FOUR J'S TIRE SERV	PO0145353	V246 TIRES (2)	860.24
UPS (800) 811-1648	PO0145353	V268 MAIL OUT PUMP	9.85

SOLID WASTE TOTAL **1,730.33**

PURCHASING CARD CLAIMS LIST

11-21-17

FUND 31 DEPT 785 - PUBLIC UTILITIES MGMT

2000 CED	PO0145353	CABLE/CONNECTORS	106.05
ADVANCED WATER SOLUTIO	PO0145353	WATER SOFTENER/RO SYSTEM	58.85
EMBASSY SUITES NORMAN	PO0145353	LODGING/OWRB CONF/L MINTZ	186.00
LOCKE SUPPLY	PO0145353	LED LIGHTS/RECEPTICLES	438.08
LOWES #00205*	PO0145353	LUMBER	195.54
STAPLES 00106633	PO0145353	INK CARTRIDGE	31.99

PUBLIC UTILITIES MGMT TOTAL **1,016.51**

FUND 31 DEPT 790 - WATER PRODUCTION

INTUIT *IN *APS FIRECO	PO0145353	FIRE EXTINGUISHER	93.10
KINNUNEN SALES AND REN	PO0145353	FIRST AID KIT	29.98
LOCKE SUPPLY	PO0145353	BALL VALVE	108.36
LOWES #00205*	PO0145353	CHLORINE/WIPES/TRASH BAGS	323.86
STEVENS FORD	PO0145353	V316 SEAT BELT LATCH	55.69

WATER PRODUCTION TOTAL **610.99**

FUND 31 DEPT 795 - WATER RECLAMATION SVS

2000 CED	PO0145353	CONDUIT/RECEPTICLE BOX	34.20
ENID WINNELSON CO	PO0145353	PVC BUSHING	16.20
FOUR J'S TIRE SERV	PO0145353	V350 TIRES (4)	705.28
LOWES #00205*	PO0145353	DRILLING HAMMER	14.98
STAPLES 00106633	PO0145353	BATTERY BACKUP	59.99

WATER RECLAMATION SVS TOTAL **830.65**

FUND 31 DEPT 799 - WASTEWATER PLANT MGMT

ACTSHON PEST CONTROL	PO0145353	PEST CONTROL	395.00
AUTOMATIONDIRECT.COM	PO0145353	INPUT CIRCUIT CARDS	405.00
ELLIOTT ELECTRIC SUPPL	PO0145353	FUSE HOLDER	37.47
MICRONICS CORP	PO0145353	METER BELT PRESS (2)	339.91

WASTEWATER PLANT MGMT TOTAL **1,177.38**

FUND 50 DEPT 505 - 911

THE PUBLIC SAFETY GROU	PO0145353	TRAINING SOFTWARE/911	499.00
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911 TOTAL **499.00**

FUND 51 DEPT 515 - POLICE

677 EMBASSY SUITES OKL	PO0145353	LODGING (2)/ICAC	210.00
ATWOOD 01 ENID	PO0145353	DOG FOOD	377.60
BEAKERS QPS	PO0145353	MEAL (2)/ICAC	15.51
BIG TRUCK TACOS	PO0145353	MEAL (2)/ICAC	35.75
BUFFALO WILD WINGS	PO0145353	MEAL (3)/CLEET TRAINING	46.73
CATTLEMANS STEAKHOUSE	PO0145353	MEAL (2)/ICAC	58.98
DOLLAR GENERAL #14642	PO0145353	NAPKINS/BOWLS/CPA	10.00
DOWNTOWN THREADS	PO0145353	COAT LOGO	31.99

PURCHASING CARD CLAIMS LIST

11-21-17

FOUR J'S TIRE SERV	PO0145353	V2051 TIRES (4)	468.80
FOUR J'S TIRE SERV	PO0145353	V2079 TIRES (3)	351.60
FOUR J'S TIRE SERV	PO0145353	V2082 TIRES (4)	542.08
FOUR J'S TIRE SERV	PO0145353	V2090 TIRES (4)	542.08
JP SUPPLY-WALKER VACUU	PO0145353	MOTOR REPLACEMENT/FLOOR CLEANER	548.88
JUMBO FOODS	PO0145353	WATER/SODA	47.37
LOWES #00205*	PO0145353	DOG HOUSE	124.98
MOBILE DIMENSIONZ	PO0145353	IPAD REPAIR	250.00
PACKTRACK	PO0145353	TRACKER/K9	200.00
PHILLIPS 66 - CTS 545	PO0145353	V2060 FUEL/CLEET TRAINING	37.75
SANTA FE CATTLE COMPAN	PO0145353	MEAL (3)/CLEET TRAINING	53.13
SECRETARY OF STATE	PO0145353	NOTARY RENEWAL/L FRISENDAHL	26.00
SQU*SQ *JOHN SATTLER	PO0145353	V1030 CARBURETOR	160.00
SQU*SQ *WOODEN NICKEL	PO0145353	MEAL/RETIREMENT RECEPTION	750.00
STEVENS FORD	PO0145353	V2051 PROGRAM CLUSTER	123.63
STEVENS FORD	PO0145353	V2067 CV BOOT	497.43
UPS (800) 811-1648	PO0145353	SHIPPING FEES	16.36
USPS PO 3928270415	PO0145353	SHIPPING FEES	36.32
WAL-MART #0499	PO0145353	CLEANING SUPPLIES	58.16
WAL-MART #4390	PO0145353	MEAL/RETIREMENT RECEPTION	68.35

POLICE TOTAL	5,689.48
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FUND 60 DEPT 605 - EECCH

DNH*GODADDY.COM	PO0145353	.COM DOMAIN RENEWALS	106.28
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EECCH TOTAL	106.28
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FUND 65 DEPT 655 - FIRE

AMAZON MKTPLACE PMTS	PO0145353	PULSE OXIMETER (3)/BATTERIES	137.97
AMAZON.COM	PO0145353	FOAM PUMP IMPELLER	27.50
CHICK-FIL-A #02804	PO0145353	MEAL (4)/FIRE CIVIL SERVICE COMMISSION	29.12
ENID WINNELSON CO	PO0145353	FAUCET REPAIR KIT	18.02
LOWES #00205*	PO0145353	RECEPTACLE TESTER (5)/WIRENUTS	50.70
PAYPAL *SOARRCON	PO0145353	CLAMP COUPLING SET	59.99
THE UPS STORE 5063	PO0145353	SHIPPING FEES	23.86
UNITED LINEN	PO0145353	KITCHEN/SHOP TOWELS	36.68
UNITED SUPERMARKET 3	PO0145353	CHIEFS FUND/RETIREE BREAKFAST	77.88
WAL-MART #0499	PO0145353	AMMUNITION	109.72
WM SUPERCENTER #499	PO0145353	BATTERIES	43.04
WW STARR LUMBER ENID	PO0145353	HACKSAW (2)	20.20

FIRE TOTAL	634.68
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FUND 99 DEPT 995 - EPTA

ENID WINNELSON CO	PO0145353	BOILER DRAIN/FITTINGS/INSULATION	32.91
FOUR J'S TIRE SERV	PO0145353	V8559 TIRES (4)	609.00
FOUR J'S TIRE SERV	PO0145353	V8570 TIRES (6)	918.18
FOUR J'S TIRE SERV	PO0145353	V8571 TIRES (4)	609.00
STAPLES 00106633	PO0145353	PAPER/CALENDARS/PHONE CORD/MONEY BAGS	145.41
WW STARR LUMBER ENID	PO0145353	CONCRETE	52.11

EPTA TOTAL	2,366.61
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JP MORGANCHASE CLAIMS LIST TOTAL	\$ 39,308.41
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City Commission Meeting

12.1.

Meeting Date: 11/21/2017

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$134,613.40.

Attachments

Claimslist

JP Morgan Claimslist

Meeting Date: 11/21/2017

Submitted By: Kristin Martin, Executive Assistant

SUBJECT:

CONSIDER APPROVAL OF THE ROOM OCCUPANCY GUARANTEE AGREEMENT, PARKING LOT GRANT LETTER AGREEMENT AND COMPLETION GUARANTY FROM ENIDBWP, LLC, ASTON MANAGEMENT COMPANY, AND DR. ATUL PATEL, AND THE SPECIAL WARRANTY DEED TRANSFERRING DOWNTOWN PROPERTY TO THE HOTEL DEVELOPER AT CLOSING; AND AUTHORIZE THE CHAIRMAN OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY TO EXECUTE ALL DOCUMENTS NECESSARY FOR THE CLOSING WITH ENIDBWP, LLC.

BACKGROUND:

This is a companion item to 15.2. These legal documents are required by the master development agreement between the Enid Economic Development Authority (EEDA), an Oklahoma public trust, and the ENIDBWP, LLC, an Oklahoma limited liability company, as a condition precedent to closing on the downtown property with the hotel developer. The Room Occupancy Guarantee Agreement details how the hotel room rate guarantee will be paid and refunded based on the annual occupancy. The Completion Guaranty ensures the prompt and complete performance of the obligations of the developer to the EEDA. The Parking Lot Grant Letter Agreement details the parking lot incentive and the Special Warranty Deed will convey the downtown property from the EEDA to ENIDBWP, LLC at the closing.

Currently the closing date has not been set by the bank and the abstract company but it is anticipated to be scheduled soon. These documents will be required for the EEDA to close with the developer at that time.

RECOMMENDATION:

Give chairman of the EEDA authority to execute agreements and deed including any incidental changes to said documents prior to closing.

PRESENTER:

Jerald Gilbert, City Manager
Carol Lahman, City Attorney

Attachments

Room Occupancy Agreement
Parking Lot Grant Letter Agreement
Completion Guaranty
Special Warranty Deed

ROOM OCCUPANCY GUARANTEE AGREEMENT

This Room Occupancy Guarantee Agreement (this “*Agreement*”) is dated as of _____, 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 (“*Developer*”, together with the EEDA, the “*Parties*”, and each being a “*Party*”).

Recitals

The following recitals are a material part of this Agreement:

WHEREAS, the Parties have entered into that certain Master Development Agreement, dated February 23, 2017 (the “*Development Agreement*”), pursuant to which, subject to certain terms and conditions, Developer has agreed to construct, develop and operate a Best Western Glo Hotel (the “*Hotel*”) on certain real property located in downtown Enid, Oklahoma (the “*Development Property*”), more particularly described as:

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,

and the EEDA has agreed to provide certain economic development incentives to Developer; and

WHEREAS, pursuant to Section 11.03 of the Development Agreement, in consideration of Developer’s risk associated with developing the Hotel and the EEDA’s desire to have a hotel located in downtown Enid, Oklahoma, the EEDA has agreed to provide a room occupancy guarantee to Developer in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, of the mutual covenants contained in this Agreement and in the Development Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Agreement

1. Defined Terms. All capitalized terms used in this Agreement shall have the meanings set forth in the Development Agreement, unless otherwise defined herein.
2. Construction, Operation and Management. Developer shall construct the Hotel in accordance with the Development Agreement. Following the Completion of Construction of the Hotel, Developer or its affiliate, agent or contractor shall manage the Hotel in a quality manner and in accordance industry standards and the Hotel’s applicable franchise requirements.
3. Completion of Construction. Developer shall provide written notice to the EEDA within five (5) days after the date on which Completion of Construction of the Hotel occurs.

4. Room Guarantee. The EEDA hereby guarantees that Developer shall achieve a minimum forty percent (40%) average annual occupancy rate of the 96 rooms in the Hotel per the formula set forth herein (the “**Room Occupancy Guarantee**”) during the five (5) year period (the “**Guarantee Term**”) beginning on the first day of the calendar month following the actual opening of the Hotel for occupancy by the general public (the “**Hotel Opening**”). Throughout the Guarantee Term on an annual basis, the EEDA shall pay to Developer the Guarantee Payment, as defined below, if such Guarantee Payment is due for the applicable period.

5. Guarantee Formula. The Room Guarantee shall be based upon the following formula (the “**Guarantee Formula**”):

- (1) 96 rooms multiplied by 365 days (1 year) = 35,040 (“**Total Hotel Room Nights**”).
- (2) 40% of 35,040 = 14,016 (minimum guaranteed Hotel room nights (the “**Minimum Hotel Occupancy Rate**”)).
- (3) If the Hotel has more than 14,016 rooms occupied in the aggregate during the applicable 12-month period, then the EEDA shall not be obligated to make a Guarantee Payment under this Agreement with respect to such period.
- (4) If the Hotel has less than 14,016 rooms occupied during the applicable 12-month period, then the EEDA shall be obligated to make a payment (the “**Guarantee Payment**”) to Developer in an amount equal to (a) the difference between (i) the Minimum Hotel Occupancy Rate and (ii) the actual Hotel occupancy rate for the applicable year, multiplied by (b) the average daily room rate, per night, per room (not to exceed \$120.00 regardless of the rate actually received by the Hotel), actually received by the Hotel exclusive of applicable room taxes, during the applicable 12-month period (the “**ADR**”)

For the avoidance of doubt, the Parties agree that the hypothetical example calculations of the Guarantee Formula set forth on Exhibit A hereto correctly set forth the intent of the Parties regarding how the Guarantee Formula is intended to be calculated.

6. Limitations. The EEDA’s obligation to make a Guarantee Payment is subject to the following limitations:

(a) The EEDA’s Room Guarantee obligation is limited to such times as the Hotel does not maintain a 40% occupancy rate, calculated annually as described above and regardless of the ADR actually received by the Hotel.

(b) For purposes of calculating the Guarantee Payment, the ADR will not exceed \$120.00 regardless of the ADR actually received by the Hotel.

(c) The EEDA’s annual obligation shall be capped at \$1,681,920.00 per year, which is calculated as 14,016 (minimum guaranteed Hotel room nights), multiplied by \$120.00 (maximum ADR).

(d) The EEDA will not have any obligation to make a Guarantee Payment if the Hotel occupancy drops as a result of either (i) an event that is subject to an insurance

payment or (ii) an event that occurs within the Hotel facility itself (e.g., rooms are unavailable due to plumbing issue).

7. Reports; Notices. Developer shall submit the following written reports, and provide the following written notices, to the EEDA:

(a) Within fifteen (15) days following the end of each month, a report reflecting the Hotel's room rates, including the ADR, the number of rooms out of commission, and the occupancy rate with respect to such month;

(b) Within forty-five (45) days following each anniversary of the Hotel Opening, a report (the "**Annual Report**") calculating the amount of any Guarantee Payment which Developer claims is due with supporting information, including, without limitation, a detailed daily accounting of the Hotel room rentals calculated in accordance with industry standards and generally accepted accounting principles (and provided in Microsoft Excel format) and such other information as may be reasonably requested by the EEDA;

(c) As requested by the EEDA, such other information as may be reasonably necessary to enable the EEDA to estimate its potential obligation under the Room Guarantee and/or to respond to reasonable requests from EEDA's auditors; and

(d) Within a reasonable period of time following any event described in Section 6(d), written notice of the occurrence of such event which shall include a description of the cause of such event and the impact of such event on the Hotel occupancy rate.

8. Timing of Payment; Dispute Resolution.

(a) If the EEDA agrees with the calculations in the Annual Report, then the EEDA will remit the Guarantee Payment by check to the Developer within thirty (30) days of receipt of the Annual Report.

(b) If the EEDA does not agree with the Annual Report or requires additional information, then the EEDA will notify Developer in writing within thirty (30) days of receipt of the Annual Report and describe any areas of disagreement and/or submit any questions or request any additional information from Developer. The parties will negotiate in good faith with respect to any areas of disagreement for a period of sixty (60) days following the EEDA's notice to Developer and, if the parties are unable to reach agreement, then the matter shall be submitted to binding arbitration.

(c) Any controversies, claims or disputes relating to or arising from this Agreement will be resolved by arbitration under the Commercial Arbitration Rules (the "**Rules**") of the American Arbitration Association ("AAA"). Arbitration will be conducted in Enid, Oklahoma. Arbitration will be held before one arbitrator selected (i) by mutual agreement of the parties reached 14 days after the AAA has sent confirmation of notice of filing of the demand for arbitration, or (ii) if no mutual agreement can be reached within that time, in the manner prescribed by the Rules. The arbitrator will not be empowered to award punitive damages, consequential damages or damages in excess of actual damages. Any award of arbitration will be final and legally binding, may be entered in judgment in any court of competent jurisdiction, and may be enforced in any jurisdiction in which the party against whom enforcement is sought

maintains assets. The prevailing party's reasonable attorneys' fees, expert witness fees and costs, as well as the fees and costs of the arbitrator paid by the prevailing party, shall be reimbursed to the prevailing party by the other party. Any disputes regarding the amount of attorneys' fees, expert witness fees and costs to be paid to the prevailing party shall be determined by the arbitrator.

(d) The EEDA shall have the right to periodically inspect and audit Developer's books and records with respect to the underlying data used in the Guarantee Formula, subject to such confidentiality requirements as may reasonably be imposed upon EEDA's inspection by Developer prior to such inspection or audit.

9. Refund of Guarantee Payments.

(a) On an annual basis, Developer shall be required to refund all or a portion of any Guarantee Payments previously made if, and to the extent that, the Minimum Hotel Occupancy Rate is exceeded during subsequent annual periods during the Guarantee Term. Any such refund will be based on the following formula:

- i. If the actual Hotel occupancy rate during any of years 2-5 of the Guaranteed Term is greater than the Minimum Hotel Occupancy Rate of 40%, such difference for any such year will be the "**Excess Occupancy Rate**";
- ii. The Excess Occupancy Rate, multiplied by the Total Hotel Room Nights (the "**Excess Nights**");
- iii. The Excess Nights, multiplied by the ADR achieved in such applicable year (the "**Potential Refund**");
- iv. The aggregate Guaranteed Payments received by Developer for all years preceding the applicable year, less the Potential Refund for the applicable year and all prior years (the "**Refund**").

It is understood and agreed that the aggregate Refunds will never exceed the aggregate Guaranteed Payments. The difference between the aggregate Guaranteed Payments, less the aggregate Refunds for the Guaranteed Term is the "**Collective Net Guaranteed Payments**".

(b) By way of example, if the Hotel occupancy rate in the first year of Hotel operations is 30% with a \$120.00 ADR, then the Guarantee Payment would equal \$420,480. If the Hotel occupancy rate during the second year of Hotel operations is 45% with a \$110 ADR, then no Guarantee Payment would be due with respect to the second year and the EEDA would be entitled to a refund equal to \$192,720.00 (which is the difference between the 45% actual occupancy rate and the 40% guaranteed occupancy rate multiplied by \$110.00, the actual ADR received by the Hotel) of the Guarantee Payment made with respect to the second year.

(c) If Developer sells the Development Property and/or the Hotel, either directly or indirectly (other than pursuant to a Permitted Transfer), during the period beginning on the Hotel Opening and ending on the 15th anniversary thereof and the EEDA has not

previously been refunded all of its Guarantee Payments under Section 9(a), then the EEDA shall be entitled to receive a refund of any remaining Collective Net Guaranteed Payments if and to the extent that the sale proceeds received by Developer would result in Developer receiving an internal rate of return in excess of 15%, as reasonably determined consistent with industry standards. Notwithstanding anything to the contrary contained herein and provided that EEDA does not breach its obligations to the Developer, the provisions of this Section 9(c) shall continue and be binding upon Developer notwithstanding the end of the Guarantee Term or the termination of this Agreement.

(d) Notwithstanding anything to the contrary contained herein, the Developer's refund obligations under Section 9(a) and 9(b) will cease if EEDA breaches its covenants or agreements under this Agreement, the Development Agreement or any other agreement executed in connection with the transactions contemplated by the Development Agreement and such breach is not cured within the notice and cure period set forth herein.

10. Termination. This Agreement shall automatically terminate and be of no further force or effect and the EEDA's obligations hereunder shall immediately cease upon the earliest of the following events: (a) Developer ceases to operate the Hotel at any time during the Guarantee Term or Developer makes an assignment described in Section 12(c) at any time during the Guarantee Term, other than a Permitted Transfer, or (b) Developer breaches its covenants or agreements under this Agreement, the Development Agreement or any other agreement executed in connection with the transactions contemplated by the Development Agreement, including, without limitation, any purported assignment or transfer in breach of Section 12(c) and such breach is not cured within the notice and cure period set forth herein.

11. Notice and Cure. Upon the default by either Party in the performance of their obligations under this Agreement, the Development Agreement or any other agreement executed in connection with the transactions contemplated by the Development Agreement, then the Party alleging such default will provide written notice to the other, specifying the alleged default or breach required to be remedied and such defaulting Party will have a period of thirty (30) days after receipt of such written notice to remedy such default or breach, provided that if such default or breach cannot be fully remedied within such thirty (30) day period and the defaulting Party is diligently attempting to remedy such breach or default, then such cure period will be extended as reasonably necessary for the cure to be fully remedied.

12. Miscellaneous Provisions.

(a) Entire Agreement. This Agreement and the Development Agreement contain the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements between the Parties with respect to the subject matter hereof.

(b) Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Oklahoma and shall be construed in accordance with and governed by the laws of said State, without regard to the choice of law rules of that State, except to the extent that any of such laws may now or hereafter be preempted by Federal law.

(c) Assignment or Transfer. Except as provided for herein or in Section 14.03 of the Development Agreement, neither Party shall, directly or indirectly, assign or transfer any of its rights or benefits hereunder without obtaining the other Party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, and any purported assignment without such consent shall constitute a default under this Agreement. Except for a Permitted Transfer, Developer's right to receive Guarantee Payments under this Agreement shall not be transferable to any future owner of Developer or any future owner of the Development Property or the Hotel, and any purported assignment or transfer of any interest in Developer or any interest in the Development Property or the Hotel shall constitute a default under this Agreement. Notwithstanding anything herein to the contrary, a sale or transfer of up to 49% of the direct or indirect interests in the Developer and a ground lease to an Affiliate (as defined below) of Developer will be a "Permitted Transfer" hereunder which will not require notice to or consent of the EEDA. For purposes of this Agreement, "Affiliate" shall mean, with respect to either Party, another entity that is, directly or indirectly, controls, is controlled by or is under common control with, such Party.

(d) 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.

(e) 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.

(h) 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.

(i) Relationship of the Parties. This Agreement is not intended to result in a partnership or joint venture between the Parties hereto.

(j) 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.

(k) 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.

(l) Limitation on Liability. The Parties agree that no official, officer, employee, representative, consultant, attorney or other agent of the EEDA shall be personally or otherwise in any way liable to Developer in the event of any default, breach or failure of performance by the EEDA under this Agreement or for any amount which may become due to Developer under this Agreement or with respect to any agreement, indemnity or other obligation under this Agreement. The Parties agree that no member, manager, officer, employee, representative, consultant, attorney or other agent of the Developer shall be personally or otherwise in any way liable to EEDA in the event of any default, breach or failure of performance by the Developer under this Agreement or for any amount which may become due to EEDA under this Agreement or with respect to any agreement, indemnity or other obligation under this Agreement.

(m) Tax Implications. Developer acknowledges and represents that: (i) neither EEDA nor any of its officials, officers, employees, representatives, consultants, attorneys or other agents have provided to Developer any advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated hereby; and (ii) Developer is relying solely upon its own tax advisors in this regard.

(n) Time of Essence. Time is of the essence in this Agreement.

(o) Attorneys' Fees. In the event any action or proceeding is brought to enforce compliance with this Agreement for failure to observe any of a Party's covenants, the prevailing Party shall be awarded reasonable attorneys' fees and costs.

(p) Limitation of Benefit. This Agreement does not create in or bestow upon any other person or entity not a party to this Agreement any right, privilege or benefit unless expressly provided in this Agreement.

(q) 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 generally recognized overnight carrier regularly providing proof of delivery:

If to Developer:

ENIDBWP, LLC
Attention: Dr. Atul Patel
4300 S. Coltrane Road
Edmond, Oklahoma 73013-8102

Phillips Murrah PC
Attn: Sally A. Hasenfratz
101 N. Robinson, Suite 1300
Oklahoma City, OK 73102

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

McAfee and Taft, A Professional Corporation
Attn: Cheryl Vinall Denney
10th Floor, Two Leadership Square
211 North Robinson
Oklahoma City, Oklahoma 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.

(r) Consent to Forum. As part of the consideration for new value this day received, each of the Parties hereby consents to the jurisdiction and venue of any state court sitting in Enid, Oklahoma, and any appellate court therefrom, and waives personal service of any and all process upon such Party, and consents that all such service of process be made by certified or registered mail directed to such Party at the address set forth in Section 12(q) (provided that notice to counsel will not constitute service on a Party unless such counsel is the registered agent of a Party), and service so made shall be deemed to be completed upon actual receipt thereof. Each of the Parties waives any objection to jurisdiction and venue of any action instituted against such Party as provided herein and agrees not to assert any defense based on lack of jurisdiction or venue. Each of the Parties further agrees not to assert against the other Party (except by way of a defense or counterclaim in a proceeding initiated by the other), any claim or other assertion of liability with respect to this Agreement or otherwise in any jurisdiction other than the foregoing jurisdiction. Nothing in this Section 12(r) shall affect the right of the Parties to serve legal process in any other manner permitted by law.

[SIGNATURE PAGE FOLLOWS]

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: _____

Name: William E. Shewey

Title: Chairman

DEVELOPER:

ENIDBWP, LLC an Oklahoma limited
liability company

By: _____

Name: Dr. Atul Patel

Title: Manager

EXHIBIT A: EXAMPLES OF GUARANTEE FORMULA CALCULATION

EXAMPLE 1:

In Year One, Hotel has hotel occupancy rate of 65% and ADR of \$130. Calculation would be as follows:

- (1) 96 rooms multiplied by 365 days = 35,040
- (2) 40% of 35,040 = 14,016
- (3) 65% of 35,040 = 22,776
- (4) Hotel has more than 14,016 rooms occupied in the aggregate during the 12-month period, so no Guarantee Payment is due

EXAMPLE 2:

In Year Two, Hotel has occupancy rate of 30% and ADR of \$110. Calculation would be as follows:

- (1) 96 rooms multiplied by 365 days = 35,040
- (2) 40% of 35,040 = 14,016
- (3) 30% of 35,040 = 10,512
- (4) Hotel has less than 14,016 rooms occupied in the aggregate during the 12-month period, so Guarantee Payment is due equal to:
 - 14,016, less 10,512 equals 3,504
 - 3,504, multiplied by \$110, equals Guarantee Payment of \$385,440

EXAMPLE 3:

In Year Three, Hotel has occupancy rate of 45% and ADR of \$110. Calculation would be as follows:

- (1) 96 rooms multiplied by 365 days = 35,040
- (2) 40% of 35,040 = 14,016
- (3) 45% of 35,040 = 15,768
- (4) Hotel has more than 14,016 rooms occupied in the aggregate during the 12-month period, so no Guarantee Payment is due.

HOWEVER, because Guarantee Payment made in prior year, need to calculate whether refund may be due, as follows:

- (a) 45% occupancy rate in Year Three, minus 40% guaranteed occupancy rate, equals 5% overage in minimum occupancy rate
- (b) 5% of 35,040 = 1,752
- (c) 1,752, multiplied by \$110 ADR, equals \$192,720 of Year Two Guarantee Payment must be refunded

[The Enid Economic Development Authority Letterhead]

_____, 2017

ENIDBWP, LLC
4300 South Coltrane Road
Edmond, OK 73013
Attention: Dr. Atul Patel

RE: Parking Lot Grant Letter Agreement
(the "Letter Agreement")

Dear Dr. Patel:

Reference is made to that certain Master Development Agreement dated February 23, 2017, as amended by the Extension of Closing Date in Master Development Agreement dated August 30, 2017 (together, the "Agreement"), by and among The Enid Economic Development Authority, an Oklahoma public trust (the "EEDA"), and ENIDBWP, LLC, an Oklahoma limited liability company (the "Developer"), pursuant to which The City of Enid, Oklahoma, an Oklahoma municipal corporation (the "City"), in partnership with the EEDA, has approved the 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"). Unless otherwise provided herein, all capitalized words and terms in this Letter Agreement shall have the same meanings ascribed to such words and terms as in the Agreement. The terms and conditions in the Agreement are incorporated herein by this reference as if fully set forth herein.

Subject to the terms and conditions of this Letter Agreement and the Agreement, the EEDA hereby awards a grant to the Developer in the amount of Two Hundred Thousand Dollars (\$200,000.00) to offset the cost of constructing the Parking Lot, as defined in the Agreement (the "Parking Lot Grant"). The EEDA shall pay the Parking Lot Grant to the Developer within thirty (30) days following the Completion of Construction of the Parking Lot in accordance with the terms of Section 4.02 of the Agreement. The Developer shall own the Parking Lot and at all times, shall provide maintenance for the Parking Lot.

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 of the Parking Lot Grant.

The parties hereto covenant and agree to execute such further instruments and take such further action as may be reasonably required by either party to fully effectuate the terms and provisions

of this Letter Agreement and the transactions contemplated herein. The covenants and obligations contained in this Letter Agreement shall survive the consummation of the Closing. In the event of any conflict or inconsistency between the terms hereof and the terms of the Agreement, the terms of the Agreement shall govern and control. Without limitation of the foregoing, all limitations of liability expressly set forth in the Agreement shall apply to this Letter Agreement and the liabilities of the parties hereunder. As part of the consideration for new value this day received, each of the parties hereby consents to the jurisdiction and venue of any state court sitting in Enid, Oklahoma, and any appellate court therefrom, and waives personal service of any and all process upon such party, and consents that all such service of process be made by certified or registered mail directed to such party at the address set forth in the Agreement, and service so made shall be deemed to be completed upon actual receipt thereof. Each of the parties waives any objection to jurisdiction and venue of any action instituted against such party as provided herein and agrees not to assert any defense based on lack of jurisdiction or venue. Each of the parties further agrees not to assert against the other party (except by way of a defense or counterclaim in a proceeding initiated by the other), any claim or other assertion of liability with respect to this Letter Agreement or otherwise in any jurisdiction other than the foregoing jurisdiction. Nothing herein shall affect the right of the parties to serve legal process in any other manner permitted by law. If either party commences an action for the judicial interpretation, reformation, enforcement or rescission hereof, the prevailing party will be entitled to a judgment against the other party for an amount equal to reasonable attorneys' fees and court and other costs incurred. This Letter Agreement shall be governed by and construed in accordance with the internal laws of the State of Oklahoma and shall be construed in accordance with and governed by the laws of said State, without regard to the choice of law rules of that State. This Letter Agreement may be executed in counterparts which, when integrated, shall constitute one original of this Letter Agreement.

* * * *

If the foregoing meets with your agreement, please countersign as indicated below and return a fully-executed copy of this Letter Agreement to the below.

ENID ECONOMIC DEVELOPMENT
AUTHORITY,
an Oklahoma public trust

By: _____
Name: William E. Shewey
Title: Chairman, Board of Trustees

ACKNOWLEDGED AND AGREED
AS OF THE DATE SET FORTH ABOVE

ENIDBWP, LLC,
an Oklahoma limited liability company

By: _____
Name: Dr. Atul Patel
Title: Manager

[SIGNATURE PAGE TO LETTER AGREEMENT]

**UNCONDITIONAL GUARANTY OF
CONSTRUCTION COMPLETION AND EXCESS DEVELOPMENT COSTS**

THIS UNCONDITIONAL GUARANTY OF CONSTRUCTION COMPLETION AND EXCESS DEVELOPMENT COSTS (this "*Guaranty*"), is dated as of _____, 2017, by ENIDBWP, LLC, an Oklahoma limited liability company (the "*Developer*"), Aston Management Company, an Oklahoma corporation (the "*Parent*"), and Dr. Atul Patel ("*Patel*") (the Developer, the Parent and Patel, are each referred to herein as a "*Guarantor*" and, collectively, as the "*Guarantors*"), for the benefit of the Enid Economic Development Authority, an Oklahoma public trust (together with its successors and/or assigns, the "*EEDA*").

RECITALS

WHEREAS, the Developer desires to construct, develop and operate a Best Western Glo Hotel (including the adjacent parking lot, the "*Hotel*") on the real property more particularly described on Exhibit A (the "*Development Property*"), being transferred on the date hereof from the EEDA to the Developer;

WHEREAS, the Developer and the EEDA entered into that certain Master Development Agreement dated February 23, 2017 (hereinafter, together with all amendments, restatements and other modifications from time to time, the "*Development Agreement*"), pursuant to which the EEDA has agreed to provide certain economic development incentives to the Developer (collectively, the "*Commitments*") and the Developer has agreed to construct, develop and operate the Hotel on the Development Property;

WHEREAS, the Parent and Patel each own equity, directly or indirectly, in the Developer constituting all of the outstanding equity of the Developer and expect to derive a benefit from the EEDA's Commitments to the Developer;

WHEREAS, it is a condition precedent to the EEDA making the Commitments that the Guarantors execute this Guaranty.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Guarantor hereby covenants and agrees as follows:

Section 1. Definitions.

(a) Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to such terms in the Development Agreement.

(b) The Development Agreement and all ancillary documents related thereto and required in connection therewith to which the Developer or the Guarantor are parties are referred to herein as the "*Development Documents*".

(c) The obligations set forth in Section 3 and Section 4 herein are referred to herein as "*Obligations*".

(d) “**Completion**” shall mean 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.

Section 2. Guaranty.

(a) The Guarantors, jointly and severally, unconditionally and fully guarantee the due, prompt and complete performance of the Obligations to the EEDA and its respective successors and assigns.

(b) Any amounts not paid upon demand pursuant to this Guaranty shall bear interest at the rate of five percent (5%) over the applicable long-term rate as prescribed under Section 1274(d) of the Internal Revenue Code at the end of the preceding calendar month (the “**Applicable Rate**”), until paid in full.

Section 3. Completion of the Project. Each Guarantor, jointly and severally, irrevocably and unconditionally fully guarantees the due, prompt and complete performance of the due and punctual payment and performance of all the obligations relating to the construction, development and completion of the Hotel, in accordance with the Plans and Specifications, free and clear of any mechanic’s or materialmen’s liens or claims of such liens, in accordance with all of the terms, covenants and conditions of the Development Documents. In furtherance, but not in limitation of the obligations of the Guarantors hereunder, if there are any construction or development cost overruns or if any mechanic’s or materialmen’s lien is filed against the Hotel, each Guarantor hereby absolutely and unconditionally guarantees the prompt, absolute, and unconditional payment of such sums as are necessary to fully satisfy such obligations.

Section 4. Excess Development Costs. Guarantors hereby acknowledge and agree that the total cost of construction of the Hotel is anticipated to be \$[_____] (the “**Maximum Price**”), and represent and warrant that the Developer has obtained debt and equity financing for the construction of the Hotel in an aggregate amount equal to the Maximum Price. Each Guarantor, jointly and severally, shall be obligated to fund all costs in excess of the Maximum Price when due, but in any event, not later than ten (10) Business Days after written notice from the EEDA upon a reasonable determination that the funds are due.

Section 5. Obligations of Guarantors. The Obligations shall be terminated upon Completion, as described in Section 1(d) hereof. The EEDA, upon written demand by the Guarantors any time after Completion, shall acknowledge in writing the termination of such Obligations.

Section 6. Powers and Authority. The liability of the Guarantors hereunder shall not be affected, impaired or reduced in any way by any action taken by the EEDA involving any of the following powers or authorities or pursuant to any other provision hereof or any provision of the Development Documents, or by any delay, failure or refusal of the EEDA to exercise any right or remedy it may have against any person or entity, including other guarantors, if any, liable for all or any part of the Obligations:

(a) to (i) modify any of the terms of any of the Obligations (in the manner provided for in the applicable agreements or as the parties thereto shall otherwise agree) or (ii) waive any of the terms thereof;

(b) to take and hold security for the performance of the Obligations and/or performance of the other obligations guaranteed hereby and to impair, exhaust, exchange, enforce, waive or release any such security;

(c) to direct the order or manner of sale of any such security, in its discretion (provided such discretion is permitted in the applicable agreement), may determine;

(d) to grant any indulgence, forbearance or waiver with respect to the Obligations or any of the other obligations guaranteed hereby;

(e) to release or waive rights against any guarantor without releasing or waiving any rights against any other guarantor; and/or

(f) to agree to any valuation of any collateral securing payment of any of the Obligations in any proceedings under the United States Bankruptcy Code.

Section 7. Payment. The Guarantors agree that if any of the Obligations are not fully and timely paid or performed according to the terms thereof, whether by acceleration or otherwise, Guarantors shall immediately upon receipt of written demand therefor from the EEDA perform all of the Obligations herein in like manner as if the Obligations constituted the direct and primary obligation, of the Guarantors. The Guarantors shall not have any right of subrogation as a result of any payment hereunder or any other payment made by the Guarantors on account of the Obligations until the Obligations are fully paid or performed, and the Guarantors hereby waive, release and relinquish, solely for the benefit of the EEDA, any claim based on any right of subrogation, any claim for unjust enrichment or any other theory that would entitle any Guarantor to a claim against the Developer or any other Guarantor based on any payment made hereunder or otherwise on account of the Obligations until the Obligations are paid and performed in full.

Section 8. Continuing and Irrevocable. Until the earlier of (a) termination in accordance with the terms hereof or (b) payment and performance of all Obligations required to be paid pursuant to this Guaranty, this Guaranty and the Obligations of each Guarantor hereunder shall be continuing and irrevocable until the Obligations have been satisfied in full. Upon payment and performance in full of the Obligations under this Guaranty, all Obligations hereunder that have not theretofore terminated shall terminate. Notwithstanding the foregoing or anything else set forth herein, and in addition thereto, if at any time all or any part of any payment received from any Guarantor under or with respect to this Guaranty is or must be rescinded or returned for any reason whatsoever (including, but not limited to, determination that said payment was a voidable preference or fraudulent transfer under insolvency, bankruptcy or reorganization laws), then the Obligations hereunder shall, to the extent of the payment rescinded or returned, be deemed to have continued in existence, notwithstanding such previous receipt of payment, and the Obligations hereunder shall continue to be effective or be reinstated as to such payment, all as though such previous payment had never been made. The provisions of the foregoing

sentence shall survive termination of this Guaranty, and shall remain a valid and binding obligation of the Guarantors until satisfied.

Section 9. Waiver of Notice. Each Guarantor hereby waives notice of acceptance of this Guaranty by EEDA and this Guaranty shall immediately be binding upon each Guarantor. Each Guarantor who executes this Guaranty shall be fully bound hereby regardless of whether or not any other guarantor subsequently executes this Guaranty.

Section 10. Waiver of Rights. Each Guarantor hereby waives and agrees not to assert or take advantage of

(a) any right to require the EEDA to proceed against any other person or to proceed against or exhaust any security held by the EEDA or any Guarantor at any time or to pursue any other remedy in the EEDA's power before proceeding against any one or more Guarantors hereunder;

(b) the defense of the statute of limitations in any action hereunder or in any action for the collection of the Obligations or the performance of any other obligations guaranteed hereby;

(c) any defense that may arise by reason of the incapacity, lack of authority, death or disability of any other person or persons or the failure of the EEDA to file or enforce a claim against the estate (in administration, bankruptcy or any other proceeding) of any other person or persons;

(d) demand, presentment for payment, notice of non-payment, protest, notice of protest and all other notices of any kind, including, without limitation, notice of the existence, creation or incurring of any new or additional obligations or obligation or of any action or non-action on the part of the EEDA or any endorser or creditor of the EEDA or the Guarantors or on the part of any other person whomsoever under this or any other instrument in connection with any obligation or evidence of obligations held by the EEDA or in connection with the Obligations;

(e) any defense based upon an election of remedies by the EEDA, the right of Guarantors to proceed against the EEDA for reimbursement, or both, any rights or benefits under the bankruptcy and insolvency laws of the State of Oklahoma or under Sections 364 and 1111 of the Bankruptcy Code as same may be amended or replaced from time to time;

(f) any election by the EEDA to exercise any right or remedy it may have against the Developer or any security held by the EEDA, including, without limitation, the right to foreclose upon any such security by judicial or non-judicial sale, without affecting or impairing in any way the liability of the Guarantors hereunder, except to the extent the Obligations have been paid or fully performed, and the Guarantors waive any default arising out of the absence, impairment or loss of any right of reimbursement, contribution or subrogation or any other right or remedy of the Guarantors against the EEDA or any such security whether resulting from such election by the EEDA or otherwise. Each Guarantor understands that if all or any part of the liability of such

Guarantor to the EEDA for the Obligations is secured by real property, such Guarantor shall be liable for the full amount of their liability hereunder, notwithstanding foreclosure on such real property by trustee sale or any other reason impairing any Guarantor's right to proceed against the EEDA; and

(g) any duty or obligation on the part of the EEDA to perfect, protect, not impair, retain or enforce any security for the payment of the Obligations or performance of any of the other obligations guaranteed hereby.

Section 11. Subordination. All existing and future obligations of the Developer to any Guarantor or to any person controlled or owned in whole or in part by any Guarantor, and the right of the Guarantors to withdraw or to cause or permit any person controlled or owned in whole or in part by any of the Guarantors to withdraw any capital invested by the Guarantors or such person in the Developer, is hereby subordinated to the Obligations. Furthermore, without the prior written consent of the EEDA, such subordinated obligations shall not be paid and such capital shall not be withdrawn in whole or in part nor shall any Guarantor accept or cause or permit any person controlled or owned in whole or in part by such Guarantor to accept any payment of or on account of any such subordinated obligations or as a withdrawal of capital at any time prior to payment and performance in full of the Obligations. Any payment received by any Guarantor in violation of this Guaranty shall be received by the person to whom paid in trust for the EEDA, and such Guarantor shall cause the same to be paid to the EEDA immediately on account of the Obligations. No such payment until paid to the EEDA shall reduce or affect in any manner the liability of the Guarantors under this Guaranty.

Section 12. Cumulative. The amount of the Guarantors' liability and all rights, powers and remedies of the EEDA hereunder shall be cumulative and not alternative and such rights, powers and remedies shall be in addition to all rights, powers and remedies given to the EEDA under the applicable Development Documents, any document or agreement relating in any way to the terms and provisions thereof or otherwise by law. With respect to the Guarantors, this Guaranty is in addition to and exclusive of the guaranty of any other Guarantor executing this Guaranty or any other person or entity which guarantees the Obligations and/or the other obligations guaranteed hereby.

Section 13. Unconditional. The liability of the Guarantors under this Guaranty shall be an absolute, direct, immediate and unconditional guaranty of payment and performance and not of collectability. The Obligations of the Guarantors hereunder are independent of the obligations of the Developer or any other party which may be initially or otherwise responsible for performance or payment of the Obligations hereunder guaranteed and in the event of any default hereunder, a separate action or actions may be brought and prosecuted against any one or more Guarantors, whether or not the Developer or any other Guarantor is joined therein or a separate action or actions are brought against the Developer or any other Guarantor. The EEDA may maintain successive actions for other defaults. The rights of the EEDA hereunder shall not be exhausted by its exercise of any of its rights or remedies or by any such action or by any number of successive actions until and unless the Obligations have been paid and performed in full.

Section 14. Amendments. The parties to any Development Document and any document or agreement relating in any way to the terms and provisions thereof may, in their sole discretion, at

any time enter into agreements to amend, modify or change such agreements in the manners provided for in such documents or as the parties thereto shall otherwise agree; or may at any time waive or release any provision or provisions thereof and, with reference thereto, may make and enter into all such agreements as they may deem proper or desirable, without any notice or further assent from the Guarantors and without in any manner impairing or affecting this Guaranty or any of the rights of the EEDA or the Guarantors' obligations hereunder.

Section 15. Fees and Costs. Each Guarantor hereby agrees to pay to the EEDA, upon demand, reasonable attorneys' fees and all costs and other expenses which the EEDA expends or incurs in enforcing this Guaranty against any of the Guarantors whether or not suit is filed, including, without limitation, all costs, reasonable attorneys' fees and expenses incurred by the EEDA in connection with any insolvency, bankruptcy, reorganization, arrangement or other similar proceedings involving any Guarantor which in any way affect the exercise by the EEDA of its rights and remedies hereunder. Any and all such costs, attorneys' fees and expenses not so paid shall bear interest at the Applicable Rate, from the date five (5) calendar days from the date invoices or other evidence of such costs, fees and/or expenses are presented to Guarantors until paid by Guarantors.

Section 16. Severability. Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions nevertheless shall be effective.

Section 17. Assignment. If any or all of its rights with respect to the Obligations is assigned by the EEDA, this Guaranty shall automatically be assigned therewith in whole or in part, as applicable, without the need of any express assignment and when so assigned, the Guarantors shall be bound as set forth herein to the assignee(s) without in any manner affecting the Guarantors' liability hereunder for any part of the Obligations retained by the EEDA.

Section 18. Waiver. No provision of this Guaranty or right of the EEDA hereunder can be waived nor can any Guarantor be released from such Guarantor's Obligations hereunder except by a writing duly executed by the EEDA. This Guaranty may not be modified, amended, revised, revoked, terminated, changed or varied in any way whatsoever except by the express terms of a writing duly executed by the EEDA and the Guarantors.

Section 19. Interpretation. When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural, and the masculine shall include the feminine and neuter and vice versa. The word "person" as used herein shall include any individual, company, firm, association, limited liability company, partnership, corporation, trust or other legal entity of any kind whatsoever.

Section 20. Benefit. This Guaranty shall inure to the benefit of and bind the successors and permitted assigns of the EEDA and the Guarantors.

Section 21. Governing Law. This Guaranty shall be deemed to be made under the internal laws of the State of Oklahoma and shall be construed in accordance with and governed by the laws of said State, without regard to the choice of law rules of that State, except to the extent that any of such laws may now or hereafter be preempted by Federal law. Except as provided in any other written agreement now or at any time hereafter in force between the EEDA and the

Guarantors, this Guaranty shall constitute the entire agreement of the Guarantors with the EEDA with respect to the subject matter hereof, and no representation, understanding, promise or condition concerning the subject matter hereof shall be binding upon the EEDA or the Guarantors unless expressed herein.

Section 22. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by depositing same with any reputable domestic carrier for next business day delivery or by depositing same in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

(a) If to 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

(b) If to 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
10th Floor, Two Leadership Square
211 North Robinson
Oklahoma City, Oklahoma 73102

All notices, demands and requests shall be effective upon such personal delivery or upon being deposited with a reputable domestic carrier or in the United States mail as required above. However, with respect to notices, demands or requests so deposited with a reputable domestic carrier or in the United States mail, the time period in which a response to any such notice, demand or request must be given shall commence to run from the next business day following any such deposit with a reputable domestic carrier or, in the case of a deposit in the United States mail as provided above, the date on the return receipt of the notice, demand or request reflecting the date of delivery or rejection of the same by the addressee thereof. Rejection or other refusal

to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand or request sent. By giving to the other party hereto at least thirty (30) calendar days' written notice thereof in accordance with the provisions hereof, the parties hereto shall have the right from time to time to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America.

Section 23. Bankruptcy. Each Guarantor hereby agrees that this Guaranty, the Obligations and all other obligations guaranteed hereby, shall remain in full force and effect at all times hereinafter until paid and/or performed in full or this Guaranty is terminated in accordance with its terms notwithstanding any action or undertakings by, or against, the EEDA, the Guarantors, and/or any member or partner of the Parent in any proceeding in the United States Bankruptcy Court, including, without limitation, any proceeding relating to valuation of collateral, or election or imposition of secured or unsecured claim status upon claims by the EEDA pursuant to any Chapter of the Bankruptcy Code or the Rules of Bankruptcy Procedure as same may be applicable from time to time.

Section 24. Counterparts. This Guaranty may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, with the same effect as if all parties hereto had signed the same signature page. Any signature page of this Guaranty may be detached from any counterpart of this Guaranty without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Guaranty identical in form hereto but having attached to it one or more additional signature pages. Execution by each Guarantor shall bind the Guarantor regardless of whether any one or more other Guarantors execute this Guaranty.

Section 25. Representations, Warranties and Covenants.

(a) Each Guarantor covenants, represents and warrants to and for the benefit of the EEDA as follows:

(i) the execution, delivery and performance by it of this Guaranty does not and will not contravene or conflict with any law, order, rule, regulation, writ, injunction or decree now in effect of any government, governmental instrumentality or court or tribunal having jurisdiction over it, or any contractual restriction binding on or affecting it;

(ii) there are no facts or circumstances of any kind or nature whatsoever of which it is aware that could in any way impair or prevent it from performing its obligations under this Guaranty;

(iii) any and all financial statements with respect to it that it has given to the EEDA in connection with the transactions contemplated by this Guaranty fairly and accurately presents its financial condition and results of operations as of the respective dates thereof and for the respective dates indicated therein, and, since the respective dates thereof, there has been no material adverse change in the financial condition or results of its operations;

(iv) with the assistance of counsel of its choice, it has read and reviewed this Guaranty and such other documents as it and its counsel deemed necessary or desirable to read; and

(v) each representation made by it in any of the Development Documents which such Guarantor is a party is true and correct in all material respects and the EEDA may rely thereon.

(b) Each Guarantor further covenants and agrees to promptly notify the EEDA of any change in its financial condition that could reasonably be expected to adversely and materially affect its ability to perform hereunder.

Section 26. Consent to Forum. As part of the consideration for new value this day received, each of the Guarantors and the EEDA hereby consent to the jurisdiction and venue of any state court sitting in Enid, Oklahoma, and any appellate court therefrom, and waives personal service of any and all process upon such Guarantor or the EEDA, as applicable, and consents that all such service of process be made by certified or registered mail directed to such Guarantor or the EEDA, as applicable, at the address set forth in Section 22, and service so made shall be deemed to be completed upon actual receipt thereof. Each of the Guarantors and the EEDA waive any objection to jurisdiction and venue of any action instituted against such Guarantor or the EEDA as provided herein and agrees not to assert any defense based on lack of jurisdiction or venue. Each of the Guarantors and the EEDA further agree not to assert against the EEDA or any Guarantor, respectively (except by way of a defense or counterclaim in a proceeding initiated by the other), any claim or other assertion of liability with respect to this Guaranty or otherwise in any jurisdiction other than the foregoing jurisdiction. Nothing in this Section 26 shall affect the right of the Guarantors or the EEDA to serve legal process in any other manner permitted by law.

[Signature Page Follows]

COUNTERPART SIGNATURE PAGE
UNCONDITIONAL GUARANTY OF CONSTRUCTION COMPLETION AND EXCESS
DEVELOPMENT COSTS

IN WITNESS WHEREOF, the Developer has caused this Unconditional Guaranty of Construction Completion and Excess Development Costs to be duly executed as of the date first above written.

ENIDBWP, LLC, an Oklahoma limited
liability company

By: _____
Name: Dr. Atul Patel
Title: Manager

COUNTERPART SIGNATURE PAGE
UNCONDITIONAL GUARANTY OF CONSTRUCTION COMPLETION AND EXCESS
DEVELOPMENT COSTS

IN WITNESS WHEREOF, the Parent has caused this Unconditional Guaranty of Construction Completion and Excess Development Costs to be duly executed as of the date first above written.

Aston Management Company, an Oklahoma
corporation

By: _____

Name: Dr. Atul Patel

Title: President

COUNTERPART SIGNATURE PAGE
UNCONDITIONAL GUARANTY OF CONSTRUCTION COMPLETION AND EXCESS
DEVELOPMENT COSTS

IN WITNESS WHEREOF, Dr. Patel has caused this Unconditional Guaranty of Construction Completion and Excess Development Costs to be duly executed as of the date first above written.

Dr. Atul Patel, an individual

COUNTERPART SIGNATURE PAGE
UNCONDITIONAL GUARANTY OF CONSTRUCTION COMPLETION AND EXCESS
DEVELOPMENT COSTS

IN WITNESS WHEREOF, the EEDA has caused this Unconditional Guaranty of Construction Completion and Excess Development Costs to be duly executed as of the date first above written.

ENID ECONOMIC DEVELOPMENT
AUTHORITY, an Oklahoma public trust

By: _____
Name: _____
Title: _____

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.

After recording, please
return to:

Phillips Murrah PC
Attn: Sally A. Hasenfratz
101 N. Robinson, Suite 1300
Oklahoma City, OK 73102

SPECIAL WARRANTY DEED

The Enid Economic Development Authority, an Oklahoma public trust (“**Grantor**”), whose mailing address is 401 West Owen K. Garriott Road, Enid, Oklahoma 73702, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by ENIDBWP, LLC, an Oklahoma limited liability company (“**Grantee**”), whose mailing address is 4300 South Coltrane Road, Edmond, Oklahoma 73013, the receipt and sufficiency of which consideration are hereby acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL, and CONVEY, unto Grantee, the following real 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, less and except all interests in oil, gas, casinghead gas, distillate, coal, metallic ores, and other minerals therein, thereon, or thereunder,

(the “**Land**”), together with all rights, benefits, privileges, easements, tenements, hereditaments, and appurtenances thereon or in anywise appertaining to such Land, and all right, title, and interest of Grantor in and to all land lying in the bed of any street, road or alley, open, proposed, closed or vacated, public or private, in front of, behind or adjoining such Land (the “**Appurtenances**”, and together with the Land, the “**Property**”).

This Special Warranty Deed is made and accepted expressly subject to (i) those encumbrances and exceptions (hereinafter collectively the “**Permitted Exceptions**”) set forth in **Exhibit “A”** attached hereto and by this reference made a part hereof for all purposes, to the extent and only to the extent valid and enforceable against the Property, and (ii) the Preferential Rights, as such term is defined and set forth in **Exhibit “B”** attached hereto.

TO HAVE AND TO HOLD the Property, as aforesaid, unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the Permitted Exceptions, the Preferential Rights, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof by, through, or under Grantor, but not otherwise.

Grantee hereby expressly acknowledges that Grantee is taking the Property “AS IS, WHERE IS” and with all faults in accordance with that certain Master Development Agreement by and between the parties dated February 23, 2017 (the “**Development**”

Agreement"), the terms and conditions of which are incorporated herein by this reference as if set forth fully herein.

Grantee, by its acceptance hereof, does hereby assume and agree to pay any and all ad valorem taxes and special assessments pertaining to the Property for calendar year 2017 and subsequent years, there having been a proper proration of ad valorem taxes for the current calendar year between Grantor and Grantee.

(Signature Page to Follow)

SIGNATURE PAGE TO SPECIAL WARRANTY DEED

IN WITNESS WHEREOF, this Special Warranty Deed has been executed and delivered to be effective for all purposes as of the [] day of [], 2017.

GRANTOR: THE ENID ECONOMIC DEVELOPMENT AUTHORITY

By: _____
Name: William E. Shewey
Title: Chairman, Board of Trustees

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
)
COUNTY OF GARFIELD)

The foregoing instrument was acknowledged before me this [] day of [], 2017, by William E. Shewey, Chairman of the Board of Trustees of the Enid Economic Development Authority, an Oklahoma public trust.

NOTARY PUBLIC, STATE OF OKLAHOMA
Commission No. _____

My Commission Expires:

(SEAL)

SIGNATURE PAGE TO SPECIAL WARRANTY DEED

IN WITNESS WHEREOF, this Special Warranty Deed has been executed and delivered to be effective for all purposes as of the [_____] day of [_____], 2017.

GRANTEE: ENIDBWP, LLC, an Oklahoma limited liability company

By: _____
Name: Dr. Atul Patel
Title: Manager

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
)
COUNTY OF GARFIELD)

The foregoing instrument was acknowledged before me this [___] day of [_____], 2017, by Dr. Atul Patel, Manager of ENIDBWP, LLC, an Oklahoma limited liability company.

NOTARY PUBLIC, STATE OF OKLAHOMA
Commission No. _____

My Commission Expires:

(SEAL)

Exhibit "A" to Special Warranty Deed

Permitted Exceptions

1. Utility Easement in favor of Oklahoma Gas and Electric Company, Southwestern Bell Telephone Company, and Enid Cable Television.
2. Public Utility Easements in favor of the City of Enid.
3. Easements in favor of Oklahoma Gas and Electric Company and Southwestern Bell Telephone Company in vacated alleys.
4. Easement in favor of Oklahoma Gas and Electric Company, and Suddenlink in vacated West Cherokee Avenue.
5. Oil and Gas Leases in favor of Wheatland Oil Company.

Exhibit “B” to Special Warranty Deed

Preferential Rights

ARTICLE I.

Preferential Rights

1.1 Preferential Rights. The restrictions, rights, and covenants set forth in this Exhibit B (the “**Preferential Rights**”) shall be appurtenant to and run with the Property and be binding on Grantee and its successors and assigns and be for the benefit of Grantor. Grantor and Grantee agree and acknowledge that the Preferential Rights relate to the Property itself and the conveyance by Grantor pursuant to this Special Warranty Deed is made in conjunction with and exchange for the Preferential Rights. Nothing in this Exhibit B shall be construed to grant to Grantor a right of re-entry to the Property.

ARTICLE II.

Reversion

2.1 Reversion. Notwithstanding anything to the contrary in this Special Warranty Deed, if Grantee fails to cause the Commencement of Construction (as defined below) of the Hotel (as defined below) on or before the date that is 45 days following the date of this Special Warranty Deed, then the estate vested in Grantee by this Special Warranty Deed shall at once and automatically terminate and title to the Property (and all improvements to the Property) shall immediately revert to Grantor or its successors or assigns. For purposes of this Special Warranty Deed, (a) “**Commencement of 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 and (b) “**Hotel**” shall mean a Best Western Glo Hotel with all the amenities of a Glo Hotel.

ARTICLE III.

Repurchase Right

3.1 Grant and Terms of Repurchase Right. Grantee hereby grants Grantor the right to purchase the Property upon the occurrence of a Repurchase Event (as defined below), and pursuant to the terms and conditions of this Exhibit B (the “**Repurchase Right**”). Grantor may exercise its Repurchase Right by providing written notice of its election to Grantee, or the then current owner of the Property (such person or entity (including Grantee), “**Owner**”), within One Hundred Twenty (120) days following the occurrence of a Repurchase Event. Grantor may revoke its exercise of the Repurchase Right at any time before the Closing (as defined below) of the Repurchase Right by giving Owner written notice of such revocation. Upon exercise of the Repurchase Right, Owner shall sell the Property to Grantor, for the consideration and on the terms provided in this Exhibit B, free and clear of all liens and encumbrances but subject to the Permitted Exceptions.

3.2 Definitions. Terms used in this Exhibit B, but not otherwise defined have the meanings set forth in the body of this Special Warranty Deed. The following terms when used in

this Exhibit B shall have the meanings indicated:

3.2.1 **“Cessation of Construction”** – shall mean a material cessation of actual physical construction activity on the Hotel as determined in the commercially reasonable judgment of Grantor.

3.2.2 **“Excusable Delay”** – shall mean delays beyond the reasonable control of the Party obligated to perform the applicable term, covenant, condition or provision under the Development Agreement and shall include, without limiting the generality of the foregoing, delays attributable to acts of God, strikes, labor disputes, court injunctions, 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 reasonable best efforts to mitigate and resolve the unavoidable delay as promptly as possible (keeping the other parties informed of the efforts being made to mitigate and resolve the unavoidable delay); *provided* that, Excusable Delay shall only extend the time of performance of such duties. 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 reasonable best efforts.

3.2.3 **“Fair Market Value”** – shall mean (a) the fair market value of the Property and all improvements thereon as agreed to by Grantor and Owner or (b) if Grantor and Owner are unable to so agree, the average of the fair market values of the Property and all improvements thereon as determined by two MAI licensed appraisers one appointed by Grantor and the other appointed by Owner, 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 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 Property. Each of Grantor and Owner 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 Property shall be final and binding on the Grantor and Owner.

3.2.4 **“Governmental Authority”** 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.

3.2.5 **“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.

3.2.6 **“Pre-Completion Repurchase Event”** – shall mean the occurrence of either (a) a Cessation of Construction at any time following the Commencement of Construction

for a period of forty-five (45) consecutive days, as will be extended for any Excusable Delay, or (b) Owner publicly announces that it is going to cease further development and construction of the Hotel.

3.2.7 **“Post-Completion Repurchase Event”** – shall mean (a) within ten (10) years following the date of Substantial 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 Grantor 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.

3.2.8 **“Repurchase Event”** – shall mean, as applicable, a Post-Completion Repurchase Event or a Pre-Completion Repurchase Event.

3.2.9 **“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 be expected to be completed within thirty (30) days, such that a final certificate of occupancy with respect to the Property can be issued by the relevant Governmental Authority.

3.2.10 **“Survey”** – shall mean an ALTA/NSPS Land Title Survey certified to Grantor and a title company that is reasonably selected by Grantor (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 Grantor and approved by Owner in its reasonable discretion.

3.2.11 **“Title Commitment”** – shall mean a written commitment covering the Property issued by the Title Company, showing all matters affecting title to the 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 the full amount of the Repurchase Price of the Property and with such endorsements as Grantor may reasonably require.

3.3 Repurchase Price.

3.3.1 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 Owner and directly related to the construction of the Hotel as of the date of the Grantor’s exercise of the Repurchase Right, as evidenced by documentation submitted to, and reasonably satisfactory to, Grantor. 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 the Development Agreement, the preparation of the Plans and Specifications and in the development and construction of the Hotel and the Parking Lot (as defined in the Development Agreement), as applicable.

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

3.4 Repurchase Closing. The transactions contemplated by this Exhibit B shall close on the date which is sixty (60) days after exercise of the Repurchase Right at the Property or at such other date and place as is mutually agreeable to Grantor and Owner (the “**Repurchase Closing**”).

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

3.6 Grantor’s Objections. Grantor 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 Owner of any objections it has to the Survey or Title Commitment. Any matters not so objected to by Grantor shall be deemed to be “**Permitted Exceptions**”. Owner shall use its commercially reasonable efforts to cure such objections to the reasonable satisfaction of Grantor 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 Owner will be deemed Permitted Exceptions with respect to the Repurchase Closing. If Owner is unable to cure objections noted by Grantor at the Repurchase Closing, Grantor may, at its option (a) waive any such defects; or (b) extend the time of the Repurchase Closing for a period reasonably required for Owner to cure such defects; or (c) revoke its exercise of the Repurchase Right by giving notice to Owner. Owner 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.

3.7 Default. In the event Owner fails to perform any of its obligations under this Exhibit B, after the expiration of the notice and cure period as set forth in Section 2.6, Grantor may, at its exclusive option: (a) waive any such defaults; (b) revoke its exercise of the Repurchase Right by giving notice to Owner prior to the Repurchase Closing; or (c) enforce specific performance of the Repurchase Right against Owner. Either party shall be entitled to actual damages for the other's willful failure to perform its obligations under this Exhibit B and each party waives the right to seek special, consequential or punitive damages.

3.8 Transactions at Repurchase Closing. The following transactions and deliveries shall take place at the Repurchase Closing:

3.8.1 Deliveries. Owner shall deliver to Grantor a Special Warranty Deed (the “**Deed**”) in a form reasonably acceptable to Grantor and Owner and in recordable and customary form conveying the Property to Grantor.

3.8.2 Title Insurance. Owner shall cause the Title Company to endorse the Title Commitment to be effective as of recordation of the Deed and issue a policy of title insurance on the Property, insuring fee simple marketable title in Grantor, free and clear of all liens and encumbrances with no exceptions to coverage other than Permitted Exceptions.

3.8.3 Payment. Grantor shall pay the Repurchase Price to Owner by certified check, cashier’s check, wire transfer, or other immediately available funds.

3.9 Expenses. The costs of the Title Commitment, title insurance policy, Survey, transfer taxes, and recording the Deed, and closing the transaction contemplated hereby with the

Title Company or its closing agent shall be split equally between Owner and Grantor provided that each party shall be responsible for its own attorneys' fees.

3.10 Subsequent Sales. In the event that Grantor does not elect its Repurchase Right within time prescribed in this Exhibit B, or otherwise provides written notice to Owner that Grantor elects not to purchase the Property following a Repurchase Event, then, subject to this Exhibit B and the Development Agreement, Owner may sell the Property to a third-party purchaser; *provided, however*, that if the terms and conditions of the offer to sell the Property to a third-party purchaser result in a purchase price lower than the Repurchase Price required under this Exhibit B and Section 3.05(b) of the Development Agreement, or otherwise contains terms more favorable to such third-party purchaser than those terms provided to Grantor under this Exhibit B and Section 3.05 of the Development Agreement, then Owner must first re-offer to sell the Property to Grantor on the same terms and conditions as Owner would agree to sell the Property to such third-party purchaser. Grantor 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 Exhibit B and Section 3.05 of the Development Agreement.

City Commission Meeting

15.2.

Meeting Date: 11/21/2017

Submitted By: Kristin Martin, Executive Assistant

SUBJECT:

CONSIDER A RESOLUTION AUTHORIZING THE CHAIRMAN OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY TO EXECUTE ALL DOCUMENTS NECESSARY FOR THE SALE AND TRANSFER OF THE DEVELOPMENTAL PROPERTY TO ENIDBWP, L.L.C. AND TAKE ALL ACTIONS NECESSARY AT THE REAL ESTATE CLOSING.

BACKGROUND:

This is a companion item to 15.1. The Enid Economic Development Authority (EEDA) has entered into a Master Development Agreement with ENIDBWP, LLC. This resolution and authorizes the EEDA Chairman to execute all documents necessary for the sale and transfer of the developmental property to ENIDBWP, LLC and take all actions necessary at closing.

RECOMMENDATION:

Approve resolution.

PRESENTER:

Jerald Gilbert, City Manager
Carol Lahman, City Attorney

Attachments

Resolution

RESOLUTION AUTHORIZING THE CHAIRMAN OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY TO EXECUTE ALL DOCUMENTS NECESSARY FOR THE SALE AND TRANSFER OF THE DEVELOPMENTAL PROPERTY TO ENIDBWP, L.L.C. AND TAKE ALL ACTIONS NECESSARY AT THE REAL ESTATE CLOSING.

RESOLUTION

WHEREAS, on February 23, 2017, the Enid Economic Development Authority (EEDA) approved a Master Development Agreement with ENIDBWP, L.L.C. to allow the construction of a downtown hotel on the following 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, less and except all interests in oil, gas, casinghead gas, distillate, coal, metallic ores, and other minerals therein, thereon, or thereunder, together with all rights, benefits, privileges, easements, tenements, hereditaments, and appurtenances thereon or in anywise appertaining to such Land, and all right, title, and interest of Grantor in and to all land lying in the bed of any street, road or alley, open, proposed, closed or vacated, public or private, in front of, behind or adjoining said Lots.

WHEREAS, the City of Enid, Oklahoma, an Oklahoma Municipal Corporation, 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; and,

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

WHEREAS, the City transferred the referenced property to the EEDA; and,

NOW THEREFORE, BE IT RESOLVED by the Enid Economic Development Authority (EEDA) that the Chairman of the EEDA, the Trust Manager, and the Trust Attorney are hereby authorized, on behalf of the EEDA, to execute all documents necessary to sell and transfer the property to ENIDBWP, L.L.C. and take all necessary actions at the closing to accomplish the sell and transfer consistent with the Master Development Agreement.

PASSED AND APPROVED this 21st day of November, 2017.

William E. Shewey, Chairman

(SEAL)

ATTEST:

Alissa Lack, Trust Secretary for the EEDA

Approved as to Form and Legality:

Carol Lahman, Trust Attorney for the EEDA

City Commission Meeting

18.1.

Meeting Date: 11/21/2017

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$4,442.29.

Attachments

Claimslist

JP Morgan Claimslist
