



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, a Public Trust, the Trustees of the Enid Economic Development Authority, a Public Trust, and the Trustees of the Enid Public Transportation Authority, a Public Trust

Notice is hereby given that the Mayor and Board of Commissioners of the City of Enid, Oklahoma, the Trustees of the Enid Municipal Authority, a Public Trust, the Trustees of the Enid Economic Development Authority, a Public Trust, and the Trustees of the Enid Public Transportation Authority, a Public Trust will meet in regular session at 6:30 p.m. on the 2nd day of October, 2018, 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 MEETINGS OF SEPTEMBER 6, 2018 AND SEPTEMBER 18, 2018.
5. AWARDS, PRESENTATIONS, PROCLAMATIONS, AND ORGANIZATIONAL BUSINESS.
  1. PRESENT PET AVAILABLE FOR ADOPTION AT THE CITY ANIMAL SHELTER.
  2. CONSIDER APPOINTMENT TO THE PUBLIC ACCESS TELEVISION ADVISORY BOARD.
  3. VANCE DEVELOPMENT AUTHORITY QUARTERLY UPDATE BY MIKE COOPER.
6. HEARINGS.

1. **HOLD A PUBLIC HEARING TO CONSIDER A REQUEST TO CLOSE A PORTION OF A STORMWATER DETENTION EASEMENT, LOT 4, BLOCK 13, PLAT OF BLOCKS TWELVE & THIRTEEN, WILLOW WEST FOURTH ADDITION.**
  
7. **ADMINISTRATION.**
  1. **CONSIDER AN ORDINANCE CLOSING TO THE PUBLIC A PORTION OF A STORMWATER DETENTION EASEMENT, LOT 4, BLOCK 13, PLAT OF BLOCKS TWELVE & THIRTEEN, WILLOW WEST FOURTH ADDITION, PROVIDING FOR REPEALER, SAVINGS CLAUSE, AND SEVERABILITY.**
  2. **CONSIDER A RESOLUTION AMENDING THE 2018-2019 WATER CAPITAL IMPROVEMENT FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$12,098,170.00 TO INCREASE THE 2018-2019 APPROPRIATED AMOUNTS FOR THE WATER CAPITAL IMPROVEMENT DEPARTMENT.**
  3. **APPROVE AMENDMENT NO. 2 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH GARVER, LLC, FOR THE ALTERNATE WATER SUPPLY/WATER SUPPLY FROM KAW LAKE, IN AN AMOUNT NOT TO EXCEED \$12,098,170.00, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS.**
  4. **APPROVE THE THIRD AMENDMENT TO THE MANAGEMENT AGREEMENT BETWEEN THE CITY OF ENID AND GLOBAL SPECTRUM, L.P.**
  
8. **CONSENT.**
  1. **APPROVE CHANGE ORDER NO. 2 WITH DUIT CONSTRUCTION CO., INC., OF EDMOND, OKLAHOMA, FOR THE 66TH STREET INDUSTRIAL ACCESS IMPROVEMENTS FROM U.S. 412 TO EAST WILLOW ROAD PROJECT, IN THE DEDUCT AMOUNT OF \$11,234.40, AND ACCEPT PROJECT NO. R-1701A.**
  2. **APPROVE CHANGE ORDER NO. 2 WITH CIMARRON CONSTRUCTION COMPANY, OKLAHOMA CITY, OKLAHOMA, FOR PROJECT W-1801C1, THE BROADWAY AVENUE WATERLINE RELOCATION, FROM US-81 TO WASHINGTON STREET, IN THE AMOUNT OF \$16,736.00.**
  3. **ACCEPT A PUBLIC ACCESS EASEMENT AND A PUBLIC DRAINAGE AND UTILITY EASEMENT FROM HAMMER WILLIAMS COMPANY, LLC, ENID, OKLAHOMA, AT NO COST TO THE CITY, FOR THE DEVELOPMENT OF THE JIFFY TRIP AT 5314 WEST OWEN K. GARRIOTT ROAD.**
  4. **AWARD AND EXECUTE CONTRACTS FOR SERVICES BETWEEN THE CITY OF ENID COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND BOOKER T. WASHINGTON COMMUNITY CENTER; COMMUNITY DEVELOPMENT SUPPORT ASSOCIATION (CDSA); MAKING A DIFFERENCE INC.; AND ZOE KIDS' CAFE TO ADMINISTER THE B-18-40-0006 GRANT FUNDED ACTIVITIES.**
  5. **APPROVAL OF CLAIMS IN THE AMOUNT OF \$1,226,584.16.**
  
9. **RECESS TO CONVENE AS THE ENID MUNICIPAL AUTHORITY.**

10. TRUSTEES OF THE ENID MUNICIPAL AUTHORITY REGULAR MEETING.
11. ENID MUNICIPAL AUTHORITY REGULAR MEETING.
  1. CONSIDER A RESOLUTION INCREASING THE 2018-2019 FISCAL FINANCIAL PLAN FOR THE ENID MUNICIPAL AUTHORITY IN THE AMOUNT OF \$12,098,170.00.
  2. APPROVAL OF CLAIMS IN THE AMOUNT OF \$318,440.07.
12. ADJOURN TO CONVENE AS THE ENID ECONOMIC DEVELOPMENT AUTHORITY.
13. TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY REGULAR MEETING.
14. ENID ECONOMIC DEVELOPMENT AUTHORITY REGULAR MEETING.
  1. APPROVAL OF CLAIMS IN THE AMOUNT OF \$12,500.00.
15. ADJOURN TO CONVENE AS THE ENID PUBLIC TRANSPORTATION AUTHORITY.
16. TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY REGULAR MEETING.
17. ENID PUBLIC TRANSPORTATION AUTHORITY REGULAR MEETING.
  1. APPROVAL OF CLAIMS IN THE AMOUNT OF \$4,077.21.
18. ADJOURN TO RECONVENE AS THE ENID CITY COMMISSION.
19. PUBLIC COMMENTS.
20. ADJOURN.

**City Commission Meeting**

**4.**

**Meeting Date:** 10/02/2018

---

**SUBJECT:**

**CONSIDER APPROVAL OF MINUTES OF THE REGULAR COMMISSION MEETINGS OF  
SEPTEMBER 6, 2018 AND SEPTEMBER 18, 2018.**

---

**Attachments**

Minutes - 9-18-18

Minutes - 9-6-18

---

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 18TH DAY OF SEPTEMBER 2018

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 18th day of September 2018, 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, 2017 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 17th day of September 2018.

-MAYOR AND BOARD OF COMMISSIONERS-

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

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

ABSENT: Commissioners Waddell and Pankonin.

Staff present were City Manager Jerald Gilbert, City Attorney Carol Lahman, City Clerk Alissa Lack, Chief Financial Officer Erin Crawford, Project Engineer Jason Unruh, Public Utilities Director Louis Mintz, Public Works Director Everett Glenn, Planning Administrator Chris Bauer, Police Chief Brian O'Rourke, Fire Chief Joe Jackson, Director of Marketing and Public Relations Steve Kime, and Human Resources Director Sonya Key.

\*\*\*\*\*

Pastor Jonathan Crowell of the Enid Church of Christ gave the Invocation, and Commissioner Tammy Wilson led the Flag Salute.

\*\*\*\*\*

Animal Adoption Coordinator Charlet Ringwald presented “Chi”, a 4-year-old male Labrador available for adoption at the Enid Animal Shelter.

\*\*\*\*\*

Special recognition was given to Mayor Bill Shewey for being the recipient of the 2018 Oklahoma Mayor of the Year, presented by the Mayors’ Council of Oklahoma during the Oklahoma Municipal League Annual Conference.

\*\*\*\*\*

A public hearing was held regarding the submission of the Consolidated Annual Performance and Evaluation Report (CAPER) for the 2017 Community Development Block Grant (CDBG) Program Year.

Grants Administrator Stephanie Moffitt addressed commissioners, explaining that this CAPER report was to acknowledge that one hundred percent of the CDBG allocation was spent for low- to moderate- income areas activities and programs. She noted that anyone could comment during the meeting, and that the time for comment would end the next morning by 9:00 am.

Following brief comment, the hearing concluded.

\*\*\*\*\*

Motion was made by Commissioner Ezzell and seconded by Commissioner Janzen to approve a resolution to allow the submission of the Consolidated Annual Performance and Evaluation Report (CAPER) for the 2017 Community Development Block Grant (CDBG) Program year, and the vote was as follows:

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

NAY: None.

(Copy Resolution)

\*\*\*\*\*

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

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

NAY: None.

- (1) Award of blanket purchase order for the procurement of asphalt for the Public Works Division, to Cummins Construction Company, Enid, Oklahoma, in an amount not to exceed \$140,000.00;
- (2) Approval of Change Order No. 2 with Rick Lorenz Construction for Project No. M-1707, 2017 ADA Compliance Project at Adams Elementary School, to adjust for final quantities as measured in place for all corrected work, in the deduct amount of \$5,938.27, resulting in a final contract amount of \$287,874.24;
- (3) Approval of Change Order No. 3 with Luckinbill, Inc. for Project No. F-1703C, 1900 Block of East Broadway Avenue Box Culvert Replacement, to provide for the payment of additional concrete required to allow for additional pavement to be removed and replaced, in the amount of \$39,235.38, for a revised contract amount of \$365,686.16; and acceptance of work in the project, as completed by the contractor;
- (4) 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, Wilson, Chairman Shewey, Trust Manager Jerald Gilbert, Trust Attorney Carol Lahman and Secretary Alissa Lack.

ABSENT: Trustees Waddell and Pankonin.

\*\*\*\*\*

Public Utilities Director Lou Mintz addressed commissioners, explaining that the roll-off truck that was currently being used to provide service to customers was a 2007 model that had over 18,000 hours of use, and a new model was needed to support customers.

Motion was made by Commissioner Janzen to award the purchase of a 2018 International Roll-Off Truck for the Solid Waste Department from Summit Truck Group, Oklahoma City, Oklahoma, in the amount of \$162,600.00.

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

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

NAY: None.

\*\*\*\*\*

Mr. Mintz explained that a loader was currently being rented, and had been for the past three years. The manufacturer had cut back on their incentives program, which resulted in a cost increase from \$3,200.00 per month up to \$4,700.00 per month. Purchasing the equipment from Yellowhouse, instead of renting it, would save money in the long run.

Motion was made by Commissioner Janzen and seconded by Commissioner Wilson to award the purchase of one 2017 John Deere 624K-II Loader for the Public Utilities Division from Yellowhouse Machinery, Enid, Oklahoma, in the amount of \$142,838.15, and the vote was as follows:

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

NAY: None.

\*\*\*\*\*



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

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

NAY: None.

(List Claims)

\*\*\*\*\*

There was no business to be taken for the Enid Economic Development Authority.

\*\*\*\*\*

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, Wilson, Chairman Shewey, General Manager Jerald Gilbert, Trust Attorney Carol Lahman and Secretary Alissa Lack.

ABSENT: Trustees Waddell and Pankonin.

\*\*\*\*\*

Motion was made by Trustee Wilson 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, Wilson 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 regarding rain accumulation and flooding on Polk and the flood plain in that area; leash laws and dog waste, especially with regard to the easement adjacent to her property; mowing with regard to said easement; and anonymity of the Garfield Development Company and proposed casino, as well as storm water/water rights in the area of the proposed development.

\*\*\*\*\*

Motion was made by Commissioner Ezzell and seconded by Commissioner Norwood to convene into Executive Session pursuant to 25 O.S. §307(C)(10), economic development matters, to create proposals to entice businesses to the City, including the transfer of property and financing, because public disclosure could interfere with the development of economic development proposals and could violate the confidentiality of businesses, and the vote was as follows:

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

NAY: None.

The meeting convened into Executive Session at 6:54 P.M.

\*\*\*\*\*

In Executive Session, the Commission discussed economic development matters.

\*\*\*\*\*

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

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

NAY: None.

The meeting reconvened into regular session at 8:08 P.M.

\*\*\*\*\*

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

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

NAY: None.

The meeting adjourned at 8:09 P.M.

MINUTES OF REGULAR MEETING OF THE  
MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA,  
TRUSTEES OF THE ENID MUNICIPAL AUTHORITY, A PUBLIC TRUST,  
TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY, A PUBLIC TRUST,  
AND TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY, A PUBLIC TRUST  
HELD ON THE 6TH DAY OF SEPTEMBER 2018

The Mayor and Board of Commissioners of the City of Enid, County of Garfield, State of Oklahoma, the Trustees of the Enid Municipal Authority, a Public Trust, the Trustees of the Enid Economic Development Authority, a Public Trust, and the Trustees of the Enid Public Transportation Authority, a Public Trust, met in regular session at 6:30 P.M. on the 6th day of September 2018, 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, 2017 to the Clerk of the City of Enid, and pursuant to notice thereof displayed at the entrance to the Administration Building of said city, in prominent view and which notice was posted prior to 5:00 P.M. on the 5th day of September 2018.

-MAYOR AND BOARD OF COMMISSIONERS-

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

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

ABSENT: Commissioner Ezzell.

Staff present were City Manager Jerald Gilbert, City Clerk Alissa Lack, Chief Financial Officer Erin Crawford, Director of Engineering Services Christopher Gdanski, Public Utilities Director Louis Mintz, Planning Administrator Chris Bauer, Police Captain Bryan Skaggs, Fire Marshal Ken Helms, Director of Marketing and Public Relations Steve Kime, Human Resources Director Sonya Key, and Ex-Officio Member Colonel Robert Haas.

\*\*\*\*\*

Reverend Kenneth Wade from St. Paul's Lutheran Church gave the Invocation, and Public Utilities Director Lou Mintz led the Flag Salute.

\*\*\*\*\*

Motion was made by Commissioner Waddell and seconded by Commissioner Pankonin to approve the minutes of the regular Commission meeting of August 21, 2018, and the vote was as follows:

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

NAY: None.

\*\*\*\*\*

Animal Adoption Coordinator Charlet Ringwald presented "Little Queso", a 1 ½ to 2-year-old mix male dog available for adoption at the Enid Animal Shelter.

\*\*\*\*\*

A Proclamation was read and presented proclaiming September 8, 2018 as "Walk 4RKids Day in Enid".

\*\*\*\*\*

Motion was made by Commissioner Wilson and seconded by Commissioner Janzen to appoint Mr. Tom Andrew as the At-Large Representative to the Special Sales Tax Oversight Committee, and the vote was as follows:

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

NAY: None.

\*\*\*\*\*

A hearing was held to consider rezoning for property described as Lots 1 and 2, Block 13, Rock Island Heights Addition and Lots 6-10, Block 17, Southern Heights 2nd Addition, located at 301 East Iowa from R-2 Residential Single-Family District to R-7 Residential Multi-Family District.

City Planner Chris Bauer spoke regarding the proposal to rezone property at 301 East Iowa. He explained that the location was currently the site of an existing church. The applicant was Forgotten

Ministries, and the purpose for acquiring the property was to provide transitional housing for women. The road, water, and sewer was determined to be adequate for the purpose of the proposed rezoning. At their meeting of August 20, 2018, the Metropolitan Area Planning Commission (MAPC) recommended approval. The MAPC vote was seven in favor, and two opposed.

It was noted that the City had received a rezoning protest petition that included a total of sixty-five signatures. Of the sixty-five signatures, seven represented property owners with 19.2% of the property lying within three hundred feet. In entirety, there were thirty-five property owners (7 within 300 feet, 23 within a quarter mile, and 5 beyond a quarter mile), fifteen tenants, fourteen duplicates, and one unknown address included among the signatures submitted.

Attorney Ronald "Skip" Kelly, 205 NW 63rd Street, Oklahoma City, Oklahoma, addressed commissioners and spoke in opposition of the rezoning. He explained that he was a long-time property owner in Enid. He further explained that he was not representing any religious faith, but he was representing the interest of residents and expressed hope that the continuation of the matter be addressed from the point of view of the application, the residents, the implications and effects, causes and concerns by the mere fact of the application itself. He stated that he had requested a copy of the application, but had not received a copy. Additionally, he stated that this matter, from some degree from the beginning, was unknown to many of the residents of Southern Heights, East Park Addition, and Rock Island Addition.

According to Mr. Kelly, based on statutory requirements of notice, he did not have verification that notice was given to every owner that was effected by the project, including the mailing of the notice to all individuals within a quarter of a mile of the project and notice that the notice was provided in the legal news of a publication of circulation in the area.

He expressed concern that some individuals received notice, but some might not have, and for those who did receive notice, there was no description of what this was for. Additionally, he spoke

regarding the history of the neighborhood, and expressed concern regarding the potential effect on the residents and properties of the neighborhood

In closing, Mr. Kelly requested that commissioners seriously consider denying the application, or at least, given a proper time, in reference to verifications of the issues that he had asked and had not received.

Motion was made by Commissioner Norwood to table this item, to allow for further discussion and examination, and bring the item back at a future meeting.

Motion was seconded by Commissioner Janzen.

Mr. Bauer explained that, if the item was tabled, the best course of action would be to provide notification again.

Brief discussion was held regarding the benefit or lack of benefit of postponing action on the item.

Commissioner Norwood withdrew his motion to table, to allow for an opportunity for citizens from the community to speak.

Discussion was held at-length, and many citizens addressed a variety of concerns and opinions regarding the proposed rezoning, including the needs of the community, the need for transitional housing, and the potential of the neighborhood being positively or negatively impacted.

Citizens who spoke in opposition of the rezoning are as follows:

Ms. Barbara Finley, 401 East Indiana Avenue  
Ms. Loretta Ore, 317 East Iowa Avenue  
Mr. Adrian Ala Torre, 429 South Hayes Street  
Ms. Muriel Allen, 1000 NW 10th Street (Oklahoma City, Oklahoma)  
Mr. Valentin Ala Torre, 302 East Ohio Avenue  
Ms. Eva Ala Torre, 1115 East Randolph Avenue  
Ms. Sharita Ala Torre, 302 East Ohio Avenue  
Ms. Carolyn Green, 202 East Iowa Avenue

Citizens who spoke in support of the rezoning are as follows:

Mr. Chris Johnson, 1714 South 4th Street  
Mr. Lloyd Parker, 1802 South 4th Street  
Mr. Anthony Martin, 1802 South 4th Street

Ms. Linda Smart, 1418 East Cherry Avenue  
Ms. Maria Eaves, 2613 East Pine Avenue  
Mr. Terry Cross, 314 North 19th Street  
Mr. Wilbur Flynn, 222 South Keystone Drive  
Mr. Anthony Blackburn, 1709 South Baker Street  
Ms. Rae Graves, 616 East York Avenue  
Ms. Lucille Pitts, 330 Dwelle Drive  
Ms. Peggy Grisham, 3522 Willow Lake Lane  
Mr. Justin Parrish, 2829 South Garland Road  
Ms. Summer Parrish, 2829 South Garland Road  
Mr. Brian Henry, 1817 East Broadway Avenue

Mr. Jeremiah Herrian, of Forgotten Ministries, addressed commissioners, noting that rules for the housing were something that they were very strict on. He explained that this was not a prison facility, but housing for women that were in transition. Additionally, he explained that they were in a unique position, as far as being next to children, in that they run an afterschool program in their homeless shelter, which was in close proximity of the men's transitional housing. He noted that transitional housing was already in Enid, in neighborhoods, and close to schools, and there was success with the individuals who came through there, and have come out as productive members of society.

He noted that Forgotten Ministries had been provided the facility at the proposed location and the resources in that community to help transition women. Additionally, he noted that the ministry had been there three years in that area and had many success stories.

Following discussion, the hearing concluded.

Motion was made by Commissioner Waddell to approve said rezoning.

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

AYE: Commissioners Norwood, Waddell, Wilson and Pankonin.

NAY: Commissioner Janzen and Mayor Shewey.

\*\*\*\*\*

Motion was made by Commissioner Janzen and seconded by Commissioner Pankonin to approve a resolution of the City Enid, Oklahoma (the "City") approving action taken by the Enid Municipal Authority (the "Authority") authorizing issuance, sale, and delivery of the Authority's Series 2018A



Drinking Water State Revolving Fund (SRF) Promissory Note to the Oklahoma Water Resources Board; ratifying and confirming a lease agreement; ratifying and confirming sales tax agreement pertaining to a year-to-year pledge of certain sales tax revenue; and containing other provisions related thereto, and the vote was as follows:

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

NAY: None.

Motion was made by Commissioner Waddell and seconded by Commissioner Janzen to declare an emergency, and the vote was as follows:

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

NAY: None.

(Copy Resolution)

\*\*\*\*\*

Motion was made by Commissioner Janzen and seconded by Commissioner Waddell to adopt an ordinance amending the Enid Municipal Code 2014, Title 4 “Health and Sanitation”, Chapter 3 “Litter; Handbills”, Section 4-3-2 “Owner to Maintain Premises Free of Litter”; Chapter 4, “Nuisances” Section 4-4-2 “Unlawful to Maintain Nuisance”; Chapter 5, “Weeds and Noxious Matter”; Chapter 6 “Inoperable Vehicles”, Section 4-6-8 “Failure to Remove”; Title 7 “Public Ways and Property”, Chapter 7 “Trees”, Section 7-7-2 “Removal of Dead or Diseased Trees; Trimming Trees”; Title 8 “Utilities”, Section 8-4-7; “Storing Trash”; Title 9 “Building Regulations”, Chapter 9 “Property Maintenance Code”, Section 9-9-2 “Amendments to Property Maintenance Code” to provide subsequent offense penalty of a fine up to five hundred dollars; providing for repealer, savings clause, severability and codification, and the vote was as follows:

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

NAY: None.

**ORDINANCE NO. 2018-25**

**AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2014 TITLE 4 “HEALTH AND SANITATION” CHAPTER 3, “LITTER; HANDBILLS”, SECTION 4-3-2 “OWNER TO MAINTAIN PREMISES FREE OF LITTER”; CHAPTER 4, “NUISANCES” SECTION 4-4-2 ‘UNLAWFUL TO MAINTAIN NUISANCE’; CHAPTER 5, “WEEDS AND NOXIOUS MATTER”; CHAPTER 6 “INOPERABLE VEHICLES”, SECTION 4-6-8 “FAILURE TO REMOVE”; TITLE 7 “PUBLIC WAYS AND PROPERTY”, CHAPTER 7 “TREES”, SECTION 7-7-2 “REMOVAL OF DEAD OR DISEASED TREES; TRIMMING TREES”; TITLE 8 “UTILITIES”, SECTION 8-4-7; “STORING TRASH”; TITLE 9 “BUILDING REGULATIONS”, CHAPTER 9, “PROPERTY MAINTENANCE CODE”, SECTION 9-9-2 “AMENDMENTS TO PROPERTY MAINTENANCE CODE” TO PROVIDE SUBSEQUENT OFFENSE PENALTY OF A FINE UP TO FIVE HUNDRED DOLLARS; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.**

\*\*\*\*\*

Motion was made by Commissioner Waddell and seconded by Commissioner Pankonin to adopt an ordinance amending the Enid Municipal Code 2014, Title 5 “Public Safety”, Chapter 5 “General Offenses”, Section 5-5C-2 to remove trespass with weapon; providing for repealer, savings clause, severability and codification, and the vote was as follows:

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

NAY: None.

**ORDINANCE NO. 2018-26**

**AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2014 TITLE 5 “PUBLIC SAFETY” CHAPTER 5 “GENERAL OFFENSES” SECTION 5-5C-2 TO REMOVE TRESPASS WITH WEAPON; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.**

\*\*\*\*\*

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

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

NAY: None.

- (1) Approval to execute the County Jail Services Agreement Annual Service Payment Adjustment, in the amount of \$110,000.00, to house City prisoners;
- (2) Acceptance of the following described Public Access Easement located at 1325 South Cleveland Street, from Keith Broyles, Enid, Oklahoma, to allow for the site development of storage units, at no cost to the City;

(Copy Description)

- (3) Approval of Change Order No. 1 with Cimarron Construction Company, for Project W-1801C1, Broadway Avenue Waterline Relocation, US-81 to Washington Street, to relocate an existing waterline, in the amount of \$8,370.00, for a revised contract amount of \$631,696.00;
- (4) Approval to execute the U.S. Department of Housing and Urban Development (HUD) Funding Approval Agreement for Fiscal Year 2018 Community Development Block Grant (CDBG), in the amount of \$418,584.00;
- (5) 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, Waddell, Wilson, Pankonin, Chairman Shewey, Trust Manager Jerald Gilbert and Secretary Alissa Lack.

ABSENT: Trustee Ezzell.

\*\*\*\*\*

City Manager Jerald Gilbert explained that this item would allow the EMA to apply for a license for Meadowlake Golf Course, in order to be compliant with the state law regarding the sale of alcohol, which takes effect October 1, 2018.

Motion was made by Trustee Waddell and seconded by Trustee Janzen to approve a resolution authorizing the Chairman of the Board of Trustees of the Enid Municipal Authority to make an application for an ABLE License for Meadowlake Golf Course to allow the sale of wine and beer, and the vote was as follows:

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

NAY: None.

\*\*\*\*\*

Motion was made by Trustee Janzen and seconded by Trustee Pankonin to approve a resolution of the Enid Municipal Authority (the "Borrower") approving and authorizing a Drinking Water State Revolving Fund (SRF) Loan from the Oklahoma Water Resources Board in the total aggregate principal amount of \$20,000,000.00; approving the issuance of its Drinking Water SRF Promissory Note in the total aggregate principal amount of \$20,000,000.00, secured by a pledge of revenues and authorizing its execution; approving and authorizing the execution of a loan agreement for Drinking Water SRF Loan; designating a local trustee and approving and authorizing the execution of a trust agreement; approving and authorizing the execution of a security agreement; ratifying and confirming a lease agreement; ratifying and confirming sales tax agreement pertaining to a year-to-year pledge of certain sales tax revenue of the City of Enid, Oklahoma (the "City"); approving various covenants; approving and authorizing execution for professional services agreements and payment of fees and expenses; and containing other provisions relating thereto, and the vote was as follows:

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

NAY: None.

\*\*\*\*\*

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

AYE: Trustees Janzen, Norwood, 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, Waddell, Wilson, Pankonin, Chairman Shewey, Trust Manager Jerald Gilbert and Secretary Alissa Lack.

ABSENT: Trustee Ezzell.

\*\*\*\*\*

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

AYE: Trustees Janzen, Norwood, 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, Waddell, Wilson, Pankonin, Chairman Shewey, General Manager Jerald Gilbert and Secretary Alissa Lack.

ABSENT: Trustee Ezzell.

\*\*\*\*\*

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

AYE: Trustees Janzen, Norwood, 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 regarding property rezoning and opposition by residents; the effect of questionable property owners on neighborhood; and she also expressed support for transitional housing.

\*\*\*\*\*

There being no further business to come before the Board at this time, Mayor Shewey adjourned the meeting at 10:02 pm.

**City Commission Meeting**

**5.2.**

**Meeting Date:** 10/02/2018

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

---

**SUBJECT:**

**CONSIDER APPOINTMENT TO THE PUBLIC ACCESS TELEVISION ADVISORY BOARD.**

**BACKGROUND:**

The City Clerk has previously advertised for vacancies to this board. Two vacancies exists due to the resignation of Mr. Jeff Hoopingarner and Mr. Dan Smith. An application has been received from Mr. Tony Weedn. If approved, Mr. Weedn will fill an unexpired term through June 30, 2019. Application attached for consideration.

**RECOMMENDATION:**

Consider appointment.

**PRESENTER:**

Jerald Gilbert, City Manager

---

**Attachments**

Application

---



CITY OF ENID
ADVISORY COMMISSION APPLICATION FORM

NAME Tony Weedn

HOME ADDRESS 2122 W Maine Enid, OK 73703

MAILING ADDRESS 2020 Willow Run Suite 104 Enid, OK 73703

HOME PHONE 405-274-0295 BUSINESS PHONE 580-297-7557

COMMISSION WARD

ADVISORY COMMISSION PREFERENCE(S):

Television Advisory

RESIDENCE HISTORY: Lived in Enid from 2004-2009 was active duty Air Force pilot. Moved back to Enid in 2015 while in the Air Force and now currently living in Enid.

EDUCATIONAL BACKGROUND: Bachelors Degree in General Studies - Oklahoma Christian University 2004 Masters Degree in Leadership and Management - Liberty University 2011

WORK HISTORY: Active Duty Air Force - 2004-2017 Founder CEO GLIP Inc 2011- Present Founder CEO BaseConnect 2017-Present

CIVIC, COMMUNITY ACTIVITIES: Connecting our Troops to each other, Vance AFB and the local community. Involved in OpenHeaven, Air Force Ball, Great Land Run and a few other behind the scenes stuff.



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

none

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

I was requested and would be honored to serve.

**REFERENCES:**

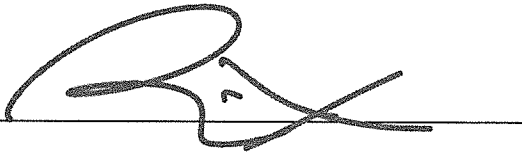
Joey Meibergen \_\_\_\_\_

Curtis Tucker \_\_\_\_\_

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

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

**SIGNATURE**



13Sep18  
**DATE**

Return application to:

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

---

# Anthony Weedn

2020 Willow Run Suite 104  
Enid, Oklahoma 73703  
(405) 274-0295  
tony@baseconnect.net

## Summary of Qualifications

Innovative business and military leader with over 13 years of active duty experience and 20 years of business experience ranging from flying multi-million dollar aircraft to leading stewardship teams in money saving process improvement initiatives. Extensive knowledge in aviation, AFSO21, Lean Six Sigma, Process Improvement, Business Development, Internet Marketing, Website Design, Mobile App Development, Custom Software Development, Technology Consulting, Local Business Consulting and Advanced Online Marketing Strategies. Proven ability to adapt to an ever changing environment and get the right work completed.

## Work Experience

### **BaseConnect, Enid, Oklahoma - CEO**

March 2017 - Present

- Chief Executive Officer and Visionary for BaseConnect
- Launched MVP November 2017

### **GLIP Inc, Fort Walton Beach, FL - CEO**

August 2011 - Present

- Chief Executive Officer and Visionary for GLIP Inc.
- Most recent technology platform ProfileOverlays.com gained viral attention with over 7 Million Users

### **USAF Assistant Director of Operations T-1 Instructor Pilot, Vance AFB, Oklahoma**

June 2015 - July 2017

- Third in command
- Directly handled squadron financial affairs

### **USAF Wing Inspector General AFSO21 Chief, Hurlburt Field, Florida**

June 2013 - June 2015

- 1SOW Chief Greenbelt for LEAN process improvement
- Lead Developer for 1SOW Mobile Application

---

### **USAF 34SOS Chief of COMM U-28 Pilot**

May 2009 - June 2013

- Chief of COMM and innovation for 34th Special Operations Squadron
- Visionary and Lead for AFSOC's Electronic Flight Bag (EFB) iPad Initiative

### **USAF Assistant Flight Commander T-1 Instructor Pilot, Vance AFB, Oklahoma**

February 2008 - May 2009

- Directly responsible for graduation and training of multiple pilot training classes
- Directly reported to Commander

### **USAF Executive Officer T-1 Instructor Pilot Vance AFB, Oklahoma**

February 2007 - February 2008

- Executive support for Squadron Commander
- Innovator of Squadron Intranet

### **USAF T-1 Instructor Pilot Vance AFB, Oklahoma**

February 2006- May 2009

- Directly responsible for safety and operation of \$6M T-1 aircraft
- Instructed over 600+ students on how to fly

### **USAF Student Pilot Vance AFB, Oklahoma**

May 2004 - February 2006

- Student pilot
- The instructor pilot training at Randolph Air Force Base

## **EDUCATION**

### **Oklahoma Christian University, Oklahoma City - Bachelor of Science in Liberal Studies**

August 2000 - May 2004

### **Liberty University, Virginia - Masters Degree in Leadership and Management**

May 2007 - August 2009

**City Commission Meeting**

**5.3.**

**Meeting Date:** 10/02/2018

---

**SUBJECT:**

**VANCE DEVELOPMENT AUTHORITY QUARTERLY UPDATE BY MIKE COOPER.**

---

**City Commission Meeting**

**6.1.**

**Meeting Date:** 10/02/2018

**Submitted By:** Jacqueline Cook, Engineering EA

---

**SUBJECT:**

**HOLD A PUBLIC HEARING TO CONSIDER A REQUEST TO CLOSE A PORTION OF A STORMWATER DETENTION EASEMENT, LOT 4, BLOCK 13, PLAT OF BLOCKS TWELVE & THIRTEEN, WILLOW WEST FOURTH ADDITION.**

**BACKGROUND:**

This is a companion to Item 7.1.

The Engineering Department has received a request from Bradly Classen to close a portion of a stormwater detention easement located in Lot 4, Block 13, Plat of Blocks Twelve & Thirteen, Willow West Fourth Addition, lying in the Northeast Quarter (NE/4) of Section Thirty-five (35), Township Twenty-three (23) North, Range Seven (7) West of the Indian Meridian, Garfield County, Oklahoma.

The applicant has already begun construction of a pool house on a portion of the stormwater detention easement. To complete the pool house, a portion of the easement would have to be closed. If the easement is not closed, the encroachment would have to be removed by the applicant.

A drainage study was completed by Brueggemann Holtzen Engineering, P.C. to determine if the existing storage and outlet were adequate with the encroachment. The drainage study concludes that the newly calculated flows remain lower than allowable flows, and the new water surface elevation is below the allowable flow. Therefore, the current design remains adequate if a portion of the easement is closed.

The Metropolitan Area Planning Commission (MAPC) reviewed this request at its meeting of August 20, 2018, and voted unanimously to approve closing.

Pursuant to Section 7-1-4 of the Enid Municipal Code, 2003, all utility companies and property owners within 300 feet of the portion of the storm water detention easement to be closed have been notified of this hearing.

**RECOMMENDATION:**

Conduct a Hearing.

**PRESENTER:**

Robert Hitt, P.E., City Engineer

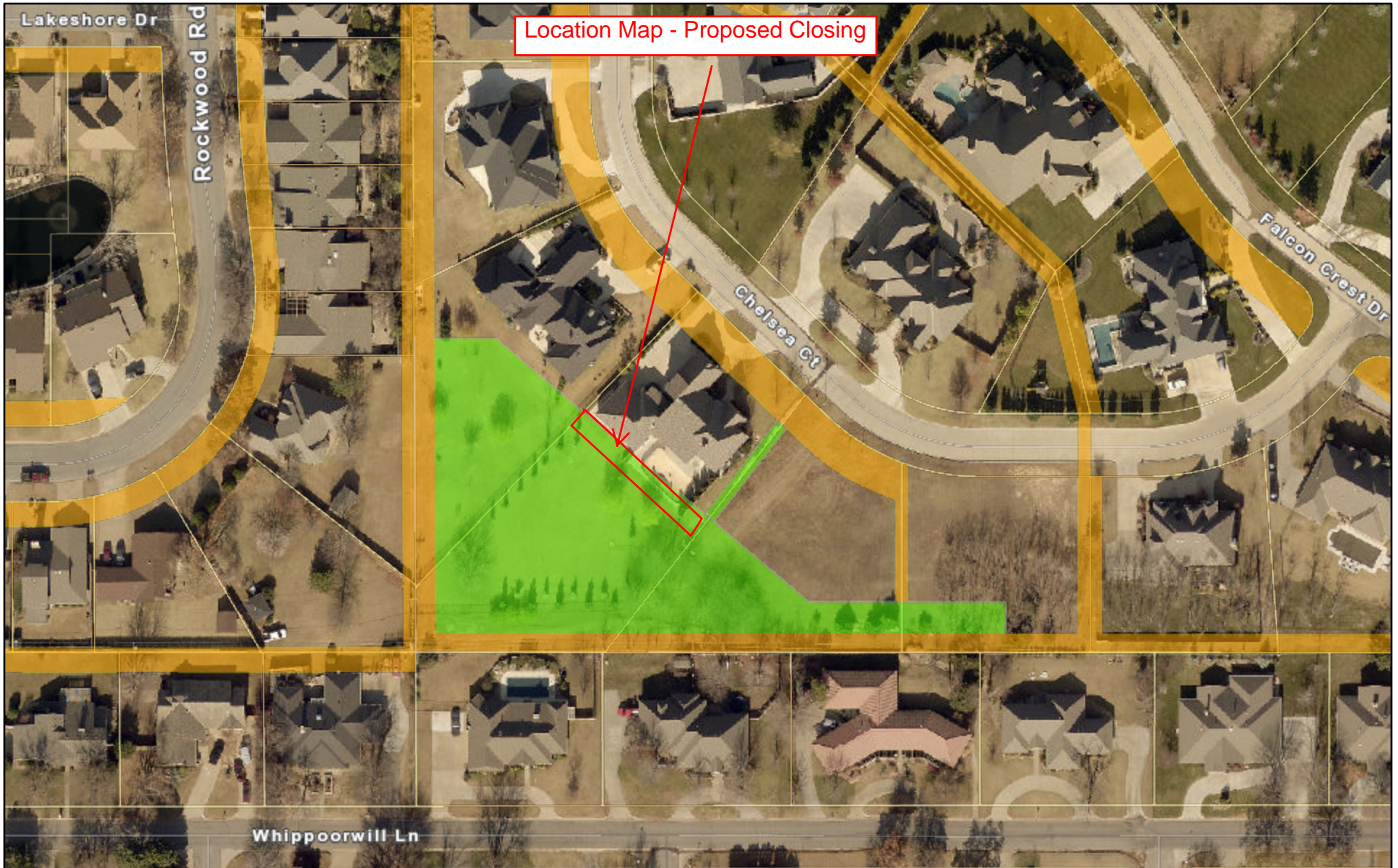
---

**Attachments**

Location Map

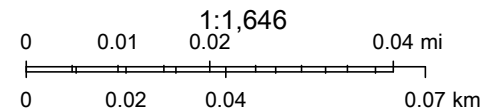
---

# 2915 Chelsea Court



August 6, 2018

|           |                |                   |                |                                   |       |
|-----------|----------------|-------------------|----------------|-----------------------------------|-------|
| Easements | Sign and Fence | Gas Pipeline      | Ingress Egress | Planting and Utility              | Walk  |
| Drainage  | Trail          | Highway           | Sewer          | Utility Drainage and Foot Traffic | Water |
| Utility   | Pipeline       | State of Oklahoma | Park           | Utility and Drainage              |       |



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

**City Commission Meeting**

7.1.

**Meeting Date:** 10/02/2018

**Submitted By:** Jacqueline Cook, Engineering EA

---

**SUBJECT:**

**CONSIDER AN ORDINANCE CLOSING TO THE PUBLIC A PORTION OF A STORMWATER DETENTION EASEMENT, LOT 4, BLOCK 13, PLAT OF BLOCKS TWELVE & THIRTEEN, WILLOW WEST FOURTH ADDITION, PROVIDING FOR REPEALER, SAVINGS CLAUSE, AND SEVERABILITY.**

**BACKGROUND:**

This is a companion to item 6.1. The closing of the portion of the Stormwater Detention Easement will allow for beneficial use of the property.

**RECOMMENDATION:**

Approve Ordinance.

**PRESENTER:**

Robert Hitt, P.E., City Engineer

---

**Attachments**

Ordinance to close

Exhibit A & B

Location Map

---

ORDINANCE NO. 2018-\_\_\_\_\_

**AN ORDINANCE CLOSING TO THE PUBLIC A PORTION OF A STORM WATER DETENTION EASEMENT, LOT 4, BLOCK 13, PLAT OF BLOCKS TWELVE & THIRTEEN, WILLOW WEST FOURTH ADDITION, PROVIDING FOR REPEALER, SAVINGS CLAUSE, AND SEVERABILITY.**

**ORDINANCE**

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

Section 1: Public way closed. The required notices of hearing of this Ordinance having been given, the public way is described as follows:

**A portion of a Storm Water Detention Easement located in Lot 4, Block 13, Plat of Blocks Twelve & Thirteen, Willow West Fourth Addition lying in the Northeast Quarter (NE/4) of Section Thirty-Five (35), Township Twenty-three (23) North, Range Seven (7) West of the Indian Meridian, Garfield County, Oklahoma**

**Being more particularly described as follows:**

**Commencing at the common front corner between Lot 3 and Lot 4, said Block 13; Thence Southwest along the common line between said Lot 3 and Lot 4 on a plat bearing of South 43 degrees 54 minutes 03 seconds West\* a distance of 134.00 feet; Thence South 48 degrees 34 minutes 16 seconds East along the northeasterly line of the existing Storm Water Detention Easement a distance of 8.01 feet to the Point of Beginning; Thence South 43 degrees 54 minutes 03 seconds West parallel with the common line between said Lot 3 and Lot 4 a distance of 14.04 feet; Thence South 46 degrees 17 minutes 54 seconds East a distance of 44.50 feet; Thence South 81 degrees 33 minutes 52 seconds East a distance of 9.70 feet; Thence South 46 degrees 09 minutes 44 seconds East a distance of 57.51 feet; Thence North 38 degrees 06 minutes 06 seconds East parallel with the common line between Lot 4 and Lot 5 a distance of 12.95 feet; Thence North 48 degrees 34 minutes 16 seconds West along the northeasterly line of the existing Storm Water Detention Easement a distance of 108.70 feet to the Point of Beginning; Above described parcel contains 0.40 Acres more or less.**

**\*All bearings shown hereon are relative to the Plat bearing of South 43 degrees 54 minutes 03 seconds West along the common line between said Lot 3 and Lot 4, Block 13, Willow West Fourth Addition. See attached Exhibits A & B**

Section 2: The public alleys, streets, easements and/or public ways listed above are hereby approved to be closed to public use except the City of Enid shall retain the absolute right to reopen the public way without expense and that the closing shall not affect the right to maintain, repair, construct, operate a public easement access or facility, until such time as action is brought in the District Court pursuant to Title 11, Oklahoma Statutes, Section 42-



101, *et seq.*

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 Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part not been included.

PASSED AND APPROVED this 2nd day of October, 2018.

City of Enid, Oklahoma

\_\_\_\_\_  
William Shewey, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
Alissa Lack, City Clerk

Approved as to Form and Legality:

\_\_\_\_\_  
Carol Lahman, City Attorney



**PORTERFIELD SURVEYING, INC.**

1610 N. IMO RD., ENID, OKLAHOMA 73703,  
PH. 580-233-0572, FAX 580-233-0583 E-mail: "rp@rp-us.com"

July 11, 2018

**LAND DESCRIPTION  
Exhibit "A"  
Portion of Detention Easement to be Closed**

A part of Lot Four (4), Block Thirteen (13), Willow West Fourth Addition to the City Enid, Garfield County, Oklahoma, as shown by attached "Exhibit B" and being more particularly described as follows:

Commencing at the common front corner between Lot 3 and Lot 4, said Block 13;

Thence Southwest along the common line between said Lot 3 and Lot Four on a plat bearing of South 43 degrees 54 minutes 03 seconds West\* a distance of 134.00 feet;

Thence South 48 degrees 34 minutes 16 seconds East along the northeasterly line of the existing Storm Water Detention Easement a distance of 8.01 feet to the Point of Beginning;

Thence South 43 degrees 54 minutes 03 seconds West parallel with the common line between said Lot 3 and Lot 4 a distance of 14.04 feet;

Thence South 46 degrees 17 minutes 54 seconds East a distance of 44.50 feet;

Thence South 81 degrees 33 minutes 52 seconds East a distance of 9.70 feet;

Thence South 46 degrees 09 minutes 44 seconds East a distance of 57.51 feet;

Thence North 38 degrees 06 minutes 06 seconds East parallel with the common line between Lot 4 and Lot 5 a distance of 12.95 feet;

Thence North 48 degrees 34 minutes 16 seconds West along the northeasterly line of the existing Storm Water Detention Easement a distance of 108.70 feet to the Point of Beginning;

Above described parcel contains 0.40 Acres more or less.

\*All bearings shown hereon are relative to the Plat bearing of South 43 degrees 54 minutes 03 seconds West along the common line between said Lot 3 and Lot 4, Block 13, Willow West Fourth Addition.

Above described tract may be subject to unwritten or written covenants which may or may not be of record.



BOUNDARY SURVEY MAP  
**Lot 4, Block 13, Willow West Fourth Addition**  
 ENID, GARFIELD COUNTY, OKLAHOMA

**SURVEYOR'S OPINION**

To the best of my knowledge, information and belief, a prudent survey was made under my supervision of the land shown hereon, which meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveys adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors on July 25, 2013.

- ~ Denotes found 3/8" Iron Pin with yellow cap unless noted otherwise hereon.
- ~ Denotes set mag nail with washer stamped CA 828, unless otherwise noted hereon.

U/E ~ Denotes Utility Easement  
 D/E ~ Denotes Drainage Easement

**POSITIONAL ACCURACY**  
 Unless otherwise noted hereon all monuments established by this survey have a minimum positional accuracy of 0.05 feet.

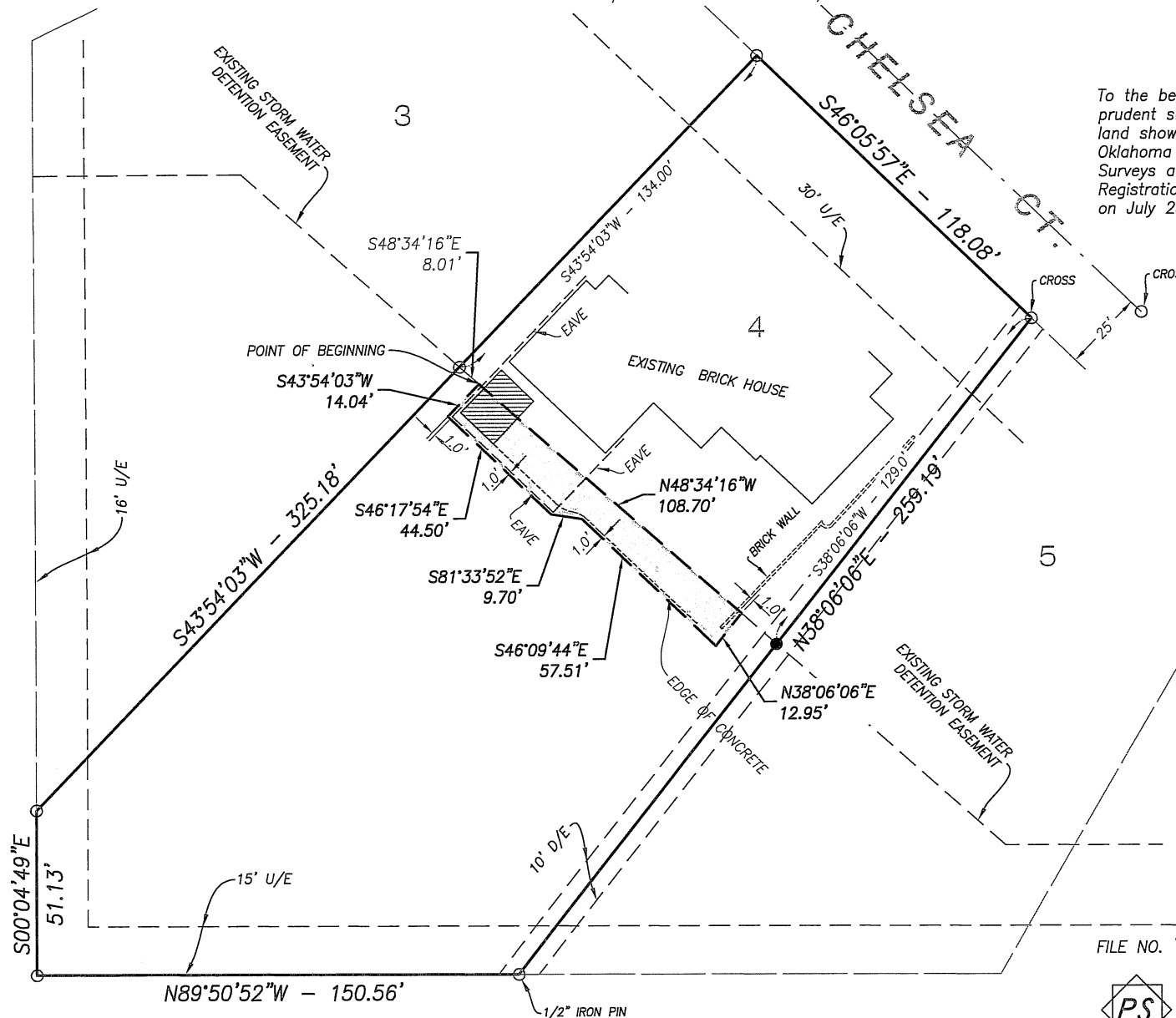
**NOTICE:**

Only the R/W Easements and Building Lines furnished by the client after the job was authorized and or shown on the recorded plat of record are shown hereon.

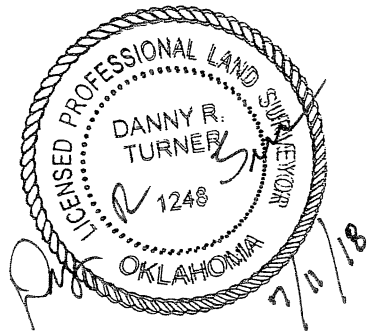
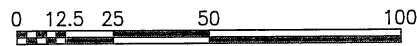
FILE NO. \20180084\22672



**SHEET 2 OF 2**  
**PORTERFIELD SURVEYING, INC.**  
 PROFESSIONAL LAND SURVEYING SERVICES  
 1610 N. Imo Rd., Enid, Oklahoma 73703  
 Ph. 580-233-0572, Fax 580-233-0583 E-mail "rp@rp-us.com"  
 C.A. No. 828, Expiration Date: June 30, 2019



SCALE: 1" = 50'  
 ( PLAT BEARINGS )



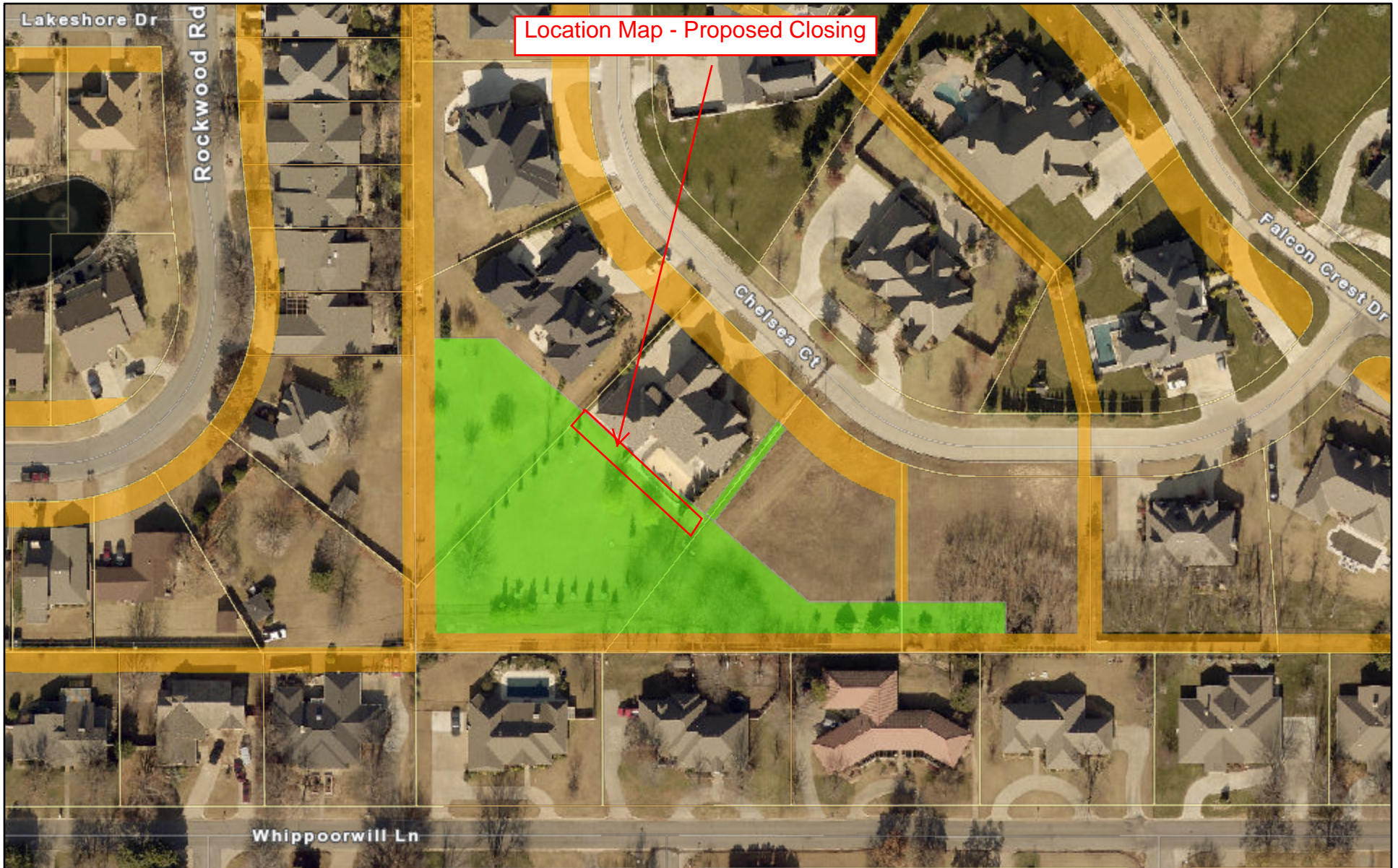
DANNY R. TURNER  
 R.L.S. NO. 1248

**EXHIBIT-"B"**

DATE OF SURVEY: July 10, 2018  
 DATE SIGNED: July 11, 2018  
 FIELD BOOK 77, PAGE 40  
 CLIENT: Bradly Classen

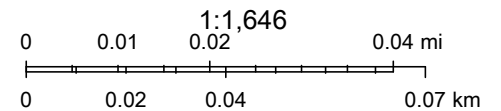
| Revision date | Scope |
|---------------|-------|
| 1.            |       |
| 2.            |       |
| 3.            |       |

# 2915 Chelsea Court



August 6, 2018

|           |                |                   |                |                                   |       |
|-----------|----------------|-------------------|----------------|-----------------------------------|-------|
| Easements | Sign and Fence | Gas Pipeline      | Ingress Egress | Planting and Utility              | Walk  |
| Drainage  | Trail          | Highway           | Sewer          | Utility Drainage and Foot Traffic | Water |
| Utility   | Pipeline       | State of Oklahoma | Park           | Utility and Drainage              |       |



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

**City Commission Meeting**

**7.2.**

**Meeting Date:** 10/02/2018

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

---

**SUBJECT:**

**CONSIDER A RESOLUTION AMENDING THE 2018-2019 WATER CAPITAL IMPROVEMENT FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$12,098,170.00 TO INCREASE THE 2018-2019 APPROPRIATED AMOUNTS FOR THE WATER CAPITAL IMPROVEMENT DEPARTMENT.**

**BACKGROUND:**

This is a companion item to 7.3 and 11.1. Enid Municipal Authority closed on the EMA Series 2018 Oklahoma Water Resources Board (OWRB) Note on September 10, 2018 with total project funds of \$20,000,000.00 available for transfer. The project funds of \$12,098,170.00 will be transferred from the Enid Municipal Authority to the Water Capital Improvement Fund to provide funding for the Kaw Lake Program Phase 3 Amendment with Garver, LLC, Little Rock, Arkansas.

**RECOMMENDATION:**

Approve resolution.

**PRESENTER:**

Erin Crawford, Chief Financial Officer.

---

**Fiscal Impact**

**Budgeted Y/N:** N  
**Amount:** \$12,098,170.00  
**Funding Source:**  
2018 DWSRF Loan

---

**Attachments**

Resolution

---

**RESOLUTION**

**A RESOLUTION AMENDING THE 2018-2019 WATER CAPITAL IMPROVEMENT FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$12,098,170.00 TO INCREASE THE 2018-2019 APPROPRIATED AMOUNTS FOR THE WATER CAPITAL IMPROVEMENT DEPARTMENT.**

**WHEREAS**, the City Commission is considering approval of amendment number two with Garver, LLC, Little Rock, Arkansas, to fund phase three of the Kaw Lake program. The contract amendment during phase three would include: program administration, project controls and reporting updates, land acquisition, design consultant management and final design support; and

**WHEREAS**, the appropriated amounts for the 2018-2019 Water Capital Improvement Department in the Water Capital Improvement Fund must be increased by an additional \$12,098,170.00 to provide funding to award a contract amendment on Kaw Lake program, phase three; and

**WHEREAS**, funds will be transferred from the Enid Municipal Authority to the Water Capital Improvement 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 2018-2018 BUDGET BE AMENDED TO INCREASE THE APPROPRIATIONS FOR THE WATER CAPITAL IMPROVEMENT FUND WATER CAPITAL IMPROVEMENT DEPARTMENT:**

|                                               |                        |
|-----------------------------------------------|------------------------|
| <b>FUND 44 WATER CAPITAL IMPROVEMENT FUND</b> |                        |
| Revenues                                      | <b>\$12,098,170.00</b> |
| Water Capital Improvement Department          | <b>\$12,098,170.00</b> |

Adopted this 2nd day of October 2018.

\_\_\_\_\_  
Mayor

(Seal)

ATTEST:

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

**City Commission Meeting**

**7.3.**

**Meeting Date:** 10/02/2018

**Submitted By:** Jacqueline Cook, Engineering EA

---

**SUBJECT:**

**APPROVE AMENDMENT NO. 2 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH GARVER, LLC, FOR THE ALTERNATE WATER SUPPLY/WATER SUPPLY FROM KAW LAKE, IN AN AMOUNT NOT TO EXCEED \$12,098,170.00, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS.**

**BACKGROUND:**

On June 16, 2015, the Commission approved an agreement with Garver, LLC, for professional engineering services to assist in the first phase of a program to develop an alternate water supply from Kaw Lake. On January 5, 2017, the Commission approved an amendment to the agreement for the second phase of the project which included the final configuration of the system, designing 30% of the project, initiating the environmental survey, and finalizing the tentative raw water pipeline route.

This amendment is for Phase Three of the Kaw Lake program. During this phase, the program administration and project controls and reporting will be updated. Land acquisition and design consultant management will be accomplished, including the final design support and the updated Phase Four schedule.

The period of performance for Phase 3 is eighteen months, and the cost for these services is an amount not to exceed \$12,098,170.00.

**RECOMMENDATION:**

Approve Amendment No. 2.

**PRESENTER:**

Christopher Gdanski, Director of Engineering

---

**Attachments**

Contract Amendment 2

---



**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**  
**City Of Enid**  
**Enid, Oklahoma**  
**Project No. W-1412A**

**CONTRACT AMENDMENT NO. 2**

This Contract Amendment No. 2, effective on the date last written below, shall amend the original contract between the CITY OF ENID, Oklahoma (CITY) and GARVER, LLC (ENGINEER), dated June 16, 2015 as amended on January 5, 2017 referred to in the following paragraphs as the amended contract.

This Contract Amendment No. 2 adds professional services for the:

**Alternate Water Supply – Water Supply from Kaw Lake**

The amended contract is hereby modified as follows:

**Article I – Scope of Services**

The additional specific services, which the Engineer agrees to furnish, are as indicated in the Attachment A "Phase 3 Scope of Services" dated July 16, 2018.

**Article II – Time of Performance**

The additional work items as described in Article I, shall be completed and submitted to the City in accordance with the schedule below:

| <u>Phase Description</u>            | <u>Duration</u>                                              |
|-------------------------------------|--------------------------------------------------------------|
| Program Administration              | 15 months from the Notice to Proceed                         |
| Project Controls and Reporting      | 15 months from the Notice to Proceed                         |
| Land Acquisition                    | 18 months from City Approval of the Proposed Easements       |
| Design Consultant Management        | 12 months from the start date of the Design Consultants      |
| Final Design Support                | 15 months from the Notice to Proceed                         |
| Update Funding Profile and Schedule | 3 months from the completion of Design Consultant Management |

**Article III – Basis of Payment**

For the additional work described under Article I - Scope of Service and for durations described under Article II – Time of Performance, the City will pay the Engineer up to and not to exceed twelve million, ninety eight thousand, one hundred and seventy dollars (\$12,098,170.00). The City represents that funding sources are in place with the available funds necessary to pay the Engineer.

For the additional services as described in Article I, the Engineer shall be compensated for labor in accordance with the same terms as presented in the original agreement. Expenses other than salary costs that are directly attributable to performance of the professional services will be billed at cost as follows:

- Direct cost as defined below for miscellaneous expenses separated into the following categories:





- Travel – includes meals, lodging, airfare, tolls, and other travel related expenses
- Reproduction – outside reproduction costs and presentation material preparation
- Supplies – miscellaneous supplies as needed in support of professional services
- Shipping – mail/courier expenses
- Cost as defined below for miscellaneous expenses separated into the following categories
  - Mileage - amount allowed by the federal government for mileage with an additional \$0.05 per mile for survey trucks/vans
  - Printing - charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
  - GPS Survey – \$21 per hour for use of GPS survey equipment
  - Aerial Photography – \$400 per acre for use aerial survey equipment
- Direct cost for subcontract/subconsultant fees and Program Management Information System costs.

The table below presents a summary of the anticipated fee amounts for this amendment. Underruns in any work description may be used to offset overruns in another work description as long as the overall fee amount is not exceeded.

| WORK DESCRIPTION                    | FEE AMOUNT           |
|-------------------------------------|----------------------|
| Program Administration              | \$ 1,596,430         |
| Project Controls and Reporting      | \$ 1,719,040         |
| Land Acquisition                    | \$ 1,601,020         |
| Design Consultant Management        | \$ 2,776,450         |
| Final Design Support                | \$ 4,169,540         |
| Update Funding Profile and Schedule | \$ 235,690           |
| <b>TOTAL FEE</b>                    | <b>\$ 12,098,170</b> |

This Agreement is a cost plus contract based on the rates and multiplier as presented in the original agreement, with a guaranteed maximum cost to the City of Enid of twelve million, ninety eight thousand, one hundred and seventy dollars (\$12,098,170.00) for the additional work described in Article I. The City of Enid retains any savings below the twelve million, ninety eight thousand, one hundred and seventy dollars (\$12,098,170.00) guaranteed maximum price.

The Engineer, following any billing period in which services have been rendered, will prepare billing. Payments are to be made within thirty (30) days. Billing periods shall be monthly. If any payment due to the Engineer under this agreement is not received within sixty (60) days from date of invoice, the Engineer may elect to suspend services under this agreement without penalty or liquidated damages assessed from the City. Any unused portion of the fee, due to delays beyond the Engineer's control, will be increased by an amount agreed to by the City and Engineer for remaining work to be performed after January 1, 2020.



This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, City and Engineer have executed this Amendment effective as of the date last written below.

CITY OF ENID, OKLAHOMA

GARVER, LLC

By: \_\_\_\_\_  
*Signature*

By:  \_\_\_\_\_  
*Signature*

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

Name: Michael J. Graves  
*Printed Name*

Title: \_\_\_\_\_

Title: Vice President

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

Date: 9/6/18

Attest: \_\_\_\_\_

Attest:  \_\_\_\_\_

## Attachment A

### City of Enid Kaw Lake Alternate Water Supply Program Management Services

#### PHASE 3 SCOPE OF SERVICES

##### I. DESCRIPTION OF THE PROJECT

The Program Manager (PM) will provide oversight of the Program and support activities necessary to plan, design, deliver and construct the proposed Program's planned improvements listed below.

List of Program Planned Improvements:

- Intake Pump Station
- Raw Water Pipeline
- Equalization Terminal Storage Reservoir
- Water Treatment Plant
- Distribution Integration

The PM services will be delivered in four separate phases (Phase 1, 2, 3, and 4). A brief description of each phase is described below:

- Phase 1 (COMPLETED SERVICES UNDER PREVIOUS AGREEMENT)
  - ✓ The primary objective of Phase 1 Services were to conceptually define the Program objectives and major infrastructure components to a level of detail sufficient to update the Program's estimated total costs and develop a Funding Profile, while also obtaining positive support from the United States Army Corps of Engineers (USACE) for the issuance of water supply storage rights for the City of Enid within Kaw Reservoir.
  - ✓ Provide Program Administration and General Reporting
  - ✓ Develop a Phase 1 Program Quality Management Plan
  - ✓ Participate in Cooperative Partnering Opportunities
  - ✓ Planning Level Environmental Support
  - ✓ Perform Infrastructure Alternatives Analysis and Document with Technical Memoranda
- Phase 2 (COMPLETED SERVICES UNDER PREVIOUS AGREEMENT)
  - ✓ Update Program Administration and Quality Management
  - ✓ Develop Program Strategy Manual Based on Phase 1 Outcomes
  - ✓ Update Program Controls, Monitoring, and Reporting

- ✓ Refine Detailed Program Schedule
  - ✓ Provide Funding Agency Coordination including Water Infrastructure Finance and Innovation Act (WIFIA) Letter of Interest Support
  - ✓ Participate in Regional Partnering Discussions
  - ✓ Prepare Environmental Studies to Support National Environmental Policy Act (NEPA) Documentation (Environmental Assessment)
  - ✓ Coordinate and Participate in Stakeholder/Public Meetings
  - ✓ Submit Engineering Reports to the Oklahoma Department of Environmental Quality for Review
  - ✓ Conduct initial Surveys
  - ✓ Provide Preliminary Land Acquisition Services
  - ✓ Conduct Geotechnical Investigations
  - ✓ Prepare Preliminary (30% Complete) Design Documents for Phase 2 Recommendations
  - ✓ Develop Design Consultant Standards
  - ✓ Develop O&M Cost Estimates
  - ✓ Develop a Phasing Strategy to optimize the Program Budget
- Phase 3 (SERVICES TO BE COMPLETED UNDER THIS AMENDMENT TO THE AGREEMENT)
    - Update Program Administration and Quality Management Plan
    - Update Program Strategy Manual Based on Phase 2 Outcomes
    - Develop an Integrated Master Schedule and refine Program Schedule
    - Update Program Controls, Monitoring, and Reporting
    - Coordinate and Participate in Stakeholder/Public Meetings
    - Provide Funding Agency Coordination including support with WIFIA Letter of Interest
    - Participate in Regional Partnering Discussions
    - Update Preliminary (30% Complete) Design Documents for Phasing Strategy Recommendations
    - Provide Property Acquisition Services
    - Provide Design Consultant Selection Support
    - Manage and Oversee Final Design Consultants (FDCs)
    - Support Design Reviews
    - Perform Final Design Surveys
    - Coordinate Final Design Geotechnical Investigations
    - Provide Pipeline Corrosion Study and Mitigation Recommendations
    - Complete NEPA Documentation
    - Provide assistance to FDCs in obtaining Environmental and Construction Permitting
    - Assist with the Section 408 Permission and Real Estate Agreement with US Army Corps of Engineers and Storage Contract
    - Provide the final documentation and report to the City on the Program standing at the end of Phase 3 including final design, property acquisition, and all other areas of management along with a recommended Action Plan to proceed on to Phase 4 of the Program.

- Phase 4 (SERVICES TO BE COMPLETED UNDER FUTURE AGREEMENT)
  - Update Program Administration and Quality Management
  - Update Program Strategy Manual Based on Phase 3 Outcomes
  - Refine Program Schedule
  - Update Program Controls, Monitoring, and Reporting
  - Coordinate and Participate in Stakeholder/Public Meetings
  - Provide Funding Agency Coordination
  - Participate in Regional Partnering Discussions
  - Perform Program Project Bidding Services
  - Perform Program Construction Phase Services
  - Perform Program Commissioning Services
  - Perform Program Close-out Services

## II. SERVICES TO BE PROVIDED – PHASE 3

The services listed below are considered the general responsibilities of the PM and City.

### A. Program Administration

#### 1. *Objective:*

The PM will provide qualified individuals to administer professional and technical services including planning, coordinating, scheduling, directing, and controlling program activities through FINAL (100%) DESIGN (Phase 3).

#### 2. *PM Responsibilities:*

- a. Update Program Strategy Manual –The Program Strategy Manual (PSM) describes the concepts, processes, and procedures used to manage and control the Program. Revisions to the PSM will be made based on management decisions and adjustments made in Phase 2.
- b. PM will prepare for and lead a Phase 3 Program Kickoff Meeting. Kickoff Meeting will identify the major components of PM's work with anticipated deliverable dates. Kickoff Meeting will define the function of future anticipated workshops with City, Final Design Consultants (FDCs), Permitting Agencies, and Stakeholders. Kickoff Meeting is anticipated to last one (1) normal working day.
- c. Supplemental Environmental Services – PM will continue the ongoing coordination with the US Army Corps of Engineers (USACE) regarding the Program permitting, and environmental assessment. While some components of the permit process may require input and information from FDCs, the PM will remain the primary point of contact with USACE. All submissions as approved by the City will come from the PM to USACE.

- i. Environmental Permitting Assistance – PM will provide continued coordination with the USACE on the Section 408, 404, and Nationwide permits initiated during Phase 2. The Section 404 permit application will be prepared upon completion of the NEPA process, obtaining 408 permission, and completion of required design plans. All Section 404 permits require an accompanying water quality certification (Section 401 of the Clean Water Act). All of the Nationwide Permits (NWP) issued by the Tulsa District have Section 401 water quality certification included. The ODEQ has programmatically issued this for all NWPs. However, this ODEQ certification does not apply to tribal lands; therefore, the PM will need to obtain an individual certification from EPA. Application will be made for the NWP 12 to cover all Program activities.
  - ii. Assist with the Section 408 Permission and Real Estate Agreement with US Army Corps of Engineers – Continued coordination with the USACE on the Section 408 permission, real estate agreement, and storage contract. PM will coordinate with the Intake FDC to obtain 60% plans and the other required technical documentation for the Section 408 permission. The required information will be submitted to USACE for review and approval as soon as the NEPA document is approved. PM will also coordinate with the USACE Real Estate branch to assemble the needed information for the real estate agreement. This information will be submitted for USACE review and approval as soon as the Section 408 and Section 404 permits are completed.
- d. Coordinate and Participate in Stakeholder/Public Meetings – PM will provide assistance to City in preparing and participating in up to six (6) stakeholder/public meetings. PM will prepare and deliver presentations as needed to various stakeholders. Assistance will be given with public outreach and communication such as additional video interviews and public information sessions. Continued assistance with various tribal entities as needed.
- e. Provide Funding Agency and Grant Coordination – PM will assist City in discussions with funding agencies and financial advisors with regards to cost and schedule. As part of the overall funding strategy, PM will research, review, and recommend grants appropriate to specific projects within the Program. Assist with preparation of grant proposal packages (including WIFIA), integration of grant awards into PMIS and grant administration and execution.
- f. Participate in Regional Partnering Discussions – PM will provide assistance to City in discussions with potential regional partners as to the feasibility and impacts associated with adding partners to the pipeline from Kaw Lake.

- g. PM will prepare for and participate in up to fourteen (14) monthly Program team meetings with City staff and report program progress, develop action items, and path forward expectations.
- h. PM will prepare for and participate in up to six (6) quarterly progress updates to City Commission. Program-level status updates will be provided to the Commission through Study Sessions, Small Groups, and Commission Meetings.

**3. City Responsibilities:**

- a. Provide staff as needed to be involved in each aspect of the Program.
- b. Fulfill data request from PM.

**B. Project Controls and Reporting**

**1. Objective:**

The PM will provide data, projections, and reports that are needed in order to make financial and scheduling decisions about the Program.

**2. PM Responsibilities:**

- a. Update Program Controls, Monitoring, and Reporting – Program controls, monitoring, and reporting will be scaled-up to meet the needs of managing the FDCs. Current processes will be reviewed, scaled, and adjusted as necessary and will be documented in the PSM and the DCSM as appropriate. Up to fifteen (15) monthly meetings will be held with the City to review progress.
- b. Purchase, Setup and Oversight of PMIS – ProjectMates will be utilized as the Program Management Information System (PMIS) to integrate communications, manage design teams, documentation, controls, schedule, costs, work changes, and reporting for the Program. Input from the City will be needed to set appropriate parameters, workflows, communication processes and desired reporting. Implementation and internal team training as well as testing of the functions will be done prior to FDC selection. PM will provide oversight of PMIS for FDCs.
- c. Program Document Control – Utilizing the PMIS, the PM will oversee all Program-related documents, submittals, RFIs, transmittals and file transfers from all internal as well as external team members. The PM will provide instruction to the FDCs in the use of the PMIS as well as oversight of its use.
- d. Refine Program Schedule – The Program schedule will be further detailed and maintained by PM for consistent coordination, engineering and environmental, permitting, and land acquisition progress. The PM will work

with each of the FDCs to incorporate regular schedule updates into the Integrated Master Schedule (IMS). The IMS will be used to forecast the completion of each contract and track the overall Program progress. The Program schedule will be a key component to support the coordination of multiple design teams whose individual designs will have effect on the overall Program design. Schedule, track, monitor, and update status of major Program activities. PM will establish Program oversight controls to maintain internal team progress with execution of the Scope of Services and Schedule. The IMS will be utilized to aid in the following tasks:

- i. Evaluate physical progress of various activities versus schedule progress and report significant variances.
  - ii. Establish recovery plans for activities that may fall behind schedule, or are interfered with by additional scope items.
- e. Prepare and issue up to fifteen (15) monthly status reports summarizing activities, schedules, and expenditures. The progress reports will be made available for elected official and public review as appropriate. The progress reports shall include updates on project budgets, schedules (for both Phase 3 services as well as the Program through completion), milestones, and deliverables. PM will provide hardcopies of monthly progress reports in addition to digital copies in PDF format.
- f. Coordinate and make recommendations to City to resolve issues that will impact program schedule and budget if not otherwise adjusted.

### **3. City Responsibilities:**

- a. Inform the PM of Project schedule and scope changes beyond PM's control.
- b. Review and respond to PM recommendations to resolve issues that will impact Program schedule and budget if not otherwise adjusted.

## **C. Land Acquisition**

### **1. Objective:**

The PM's Land Acquisition Consultant (LAC) will provide and coordinate property acquisition services, including valuation, informing property owners of the City's intent and property owner rights, negotiations with property owners, and securing easements.

### **2. PM Responsibilities:**

- a. General – The Phase 2 pipeline alignment will be used as the basis of acquisition. There are approximately 240 parcels along the engineered Pipeline Alignment covering nearly 70 miles in Garfield, Noble, Kay and Osage counties. The LAC will provide Program related land acquisition



services during Phase 3 and attend regular progress meetings when requested.

- b. Establishment of Fair Market Value – The establishment of Fair Market Value will be accomplished by obtaining an Appraisal performed by a State Licensed Certified General Appraiser. All appraisals and valuations will be reviewed and approved by the City. Values used in Appraisals will follow a Master Addenda and Market Study of comparable sales for each county. Formal appraisals are not anticipated for every parcel. Upon approval, the LAC will prepare an Offer Letter for the City's representative's signature.
- c. Establishing Ownership Interest/Property Rights to be Acquired – LAC will prepare title reports and Limited Title Certificates (LTCs) based on research from public records in the Office of the County Clerk for each county along with copies of all recorded documents and/or notation of known unrecorded transfers of ownership of property during a period of not less than five (5) years.
- d. The LAC will assist with the acquisition of temporary and permanent pipeline easements by communicating offers to the private property owners and facilitating fair and equitable negotiations. The LAC will serve as the primary point of contact with the private property owners during the land acquisition.
- e. Acquire Easements from Bureau of Indian Affairs (BIA) and Sovereign Indian Lands – LAC will assist in the acquisition of BIA/Tribal Lands easements which will include coordination for right of way applications, secure a statement of work outlining the requirements for the BIA, and preparation of offer letters.
- f. Exhausted Negotiations – Property Rights Brochure will be provided to all owners upon presentation of the offer. Once the efforts in the acquisition process have been exhausted and the City has determined that reasonable negotiation has failed, the responsibility for the acquisition will be transferred to the City of Enid Legal Department.

### **3. City Responsibilities:**

- a. Review and approval of all easement offer letters prior to delivery to the private property owners.
- b. All costs associated with land purchase and damages to be paid to the property owners.
- c. All actions associated with court actions as needed.

## **D. Design Consultant Management**

### **1. Objective:**

PM will provide oversight and management of the FDCs associated with the final design of the planned infrastructure for the Program.

## **2. PM Responsibilities:**

- a. Provide Design Consultant Selection Support – The FDCs will be selected to perform the Final Design for the Program elements. PM will work with the City to develop FDC selection and contract packages (anticipating six (6) to eight (8) FDCs) to include such items as request for qualifications, communication protocols, selection matrices, selection support, scope of services, any prequalification, contract documents, and special conditions. PM will assist City in the review of submitted packages, reference checks and provide recommendations for selection. After selections, PM will coordinate with FDCs to provide proper contract execution including compliance with insurance requirements.
- b. Manage and Oversee FDCs – PM will oversee the execution of FDC's work, adherence to Program schedule, compliance with contractual requirements and interface management. The PM will oversee the documentation necessary for design and review the design for compliance with the contract. PM will provide consistent application of project design intent and conformance to procedures outlined in the Design Consultant Standards Manual (DCSM). PM will revise and distribute DCSM as needed with approval from City. PM will review change requests and recommendations proposed from FDCs regarding deviations from the original design intent and provide feedback to City. Monthly progress meetings, estimated at twelve (12) per FDC, in addition to 60% complete and 90% complete milestone review meetings will be held with each of the FDCs as well as interface management meetings to provide consistent design and risk mitigation at critical interface points.
- c. Final Design Geotechnical Investigations – PM will oversee the FDCs as they perform final design geotechnical investigations as needed. Additional geotechnical investigations are anticipated at the intake site, along the pipeline, and at the water treatment plant. The final design geotechnical investigations will evaluate the existing geotechnical results with respect to the final design and provide final recommendations for cut, fill, in situ materials, and soil resistivity.

## **3. City Responsibilities:**

- a. Execute and fund the design contracts with the FDCs.
- b. Require the FDCs to comply with the DCSM.
- c. Provide timely review and comment on all intermediate and final (100% complete) design submittals.

## **E. Final Design Support**

### **1. Objective:**

PM will support the development of the final plans by providing miscellaneous services needed for design of the planned infrastructure for the Program.

### **2. PM Responsibilities:**

- a. Preliminary (30% Complete) Design Update – Preliminary engineering (30% Design), as scoped in Phase 2, delivered a complete 30% design for the full-build-out of the Program. The PM will update the 30% Design to reflect the Phasing decisions that were approved by the City. Generally, these decisions resulted in value engineering and capacity deferrals that require adjustment to a majority of infrastructure design. This will deliver a 30% Design package suitable as a basis for final design by the FDCs.
- b. Topographic Survey – PM will provide field survey data for final design of the pipeline. PM will utilize radial topography methods, at intervals and for distances as appropriate for the intended use. Surveys will provide ground elevation profiles and assist to locate facilities. The data collected from field surveys will convey existing ground surfaces, buildings, and other structures, streets, drainage features, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present along the pipeline. PM will establish control points for use during the next phase of the Program.
- c. Perform Final Design of Common Elements – PM will be responsible for final design of certain elements that have common interfaces, equipment, and/or use. The purpose is to provide uniformity in selected equipment and implementation across the entire Program. The PM will perform design services for the following common elements: valves, meters, generators, site security, corrosion mitigation, pumps, system hydraulics, and SCADA improvements.
- d. Application Engineering – PM will develop the control logic and system architecture necessary for automation, monitoring, and control of the Program infrastructure. PM will also serve as the Program-wide integrator to manage the interfaces of the monitoring and controlled components of the Program. PM will be required to coordinate with each of the FDCs to capture application engineering concepts and planned design to provide for a holistic Program-wide complete control scheme.

### **3. City Responsibilities:**

- a. Respond to requests from PM regarding final (100% complete) design information and data needs

- b. Participate in key Program decisions that may occur.
- c. Provide timely review and comment on all intermediate and final (100% complete) design submittals.

**F. Update Phase 4 Projects with Funding Profile and Schedule**

**1. Objective:**

PM will update the integrated schedule profiling Program costs from the beginning of Phase 4 services through Program Implementation.

**2. PM Responsibilities:**

- a. PM will incorporate the Integrated Master Program Schedule to identify major purchasing events and milestones for the Program. The Funding Profile will reflect Program cost associated with storage rights, design services, environmental services, land purchases, financial fees, construction project(s), construction phase engineering services, and commissioning engineering services. The Funding Profile will form the basis for financial planning with Financial Advisors, Bond Counsel, and City Management.
- b. PM will refine the Operational and Maintenance (O&M) profile and schedule based on anticipated demand. The O&M profile will reflect the anticipated costs on an annual basis associated with the newly constructed facilities and account for existing facilities that have been decommissioned as part of this program. The O&M costs are anticipated to include: labor, materials, power, repair, equipment maintenance, etc.

**III. EXTRA WORK/ADDITIONAL SERVICES**

For work not specifically described or included within this Scope of Services, Additional Services will be as directed by the City in writing for an additional fee as agreed upon by the City and PM.

The following services are not included within this Scope of Services and will be performed at the request of the City and with additional compensation. The following services are not intended to be an exhaustive list of Additional Services.

- Emergency Response Planning
- Hazard Mitigation Planning (e.g. TSR, WTP)
- Water Quality Analysis of existing system
- Water Treatment Piloting
- Landscape planning or design services beyond sodding, site security, and bird deterrents
- Funding Assistance other than specifically detailed herein

- Evaluation of Enid's Well Field
- Evaluation of condition or structural integrity of facilities (e.g. pumps, storage tanks, etc.) including coatings analysis
- Preliminary Design of potential partner utilities
- Changes in location of major infrastructure components identified during Phase 2
- Design of utilities offsite of designated infrastructure locations.
- Final Design Services of Program Infrastructure other than specifically detailed herein
- Any services that are intended to be provided during Phase 4
- Warranty Assistance Services
- Operational Audit/Optimization/Troubleshooting
- Support for Alternative Project Delivery Methods
- Pre-purchasing Materials/Equipment
- Litigation support

**City Commission Meeting**

**7.4.**

**Meeting Date:** 10/02/2018

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

---

**SUBJECT:**

**APPROVE THE THIRD AMENDMENT TO THE MANAGEMENT AGREEMENT BETWEEN THE CITY OF ENID AND GLOBAL SPECTRUM, L.P.**

**BACKGROUND:**

The City operates Meadowlake Golf Course, which includes a snack bar that has traditionally included low-point beer in its sales. Starting October 1, 2018, all beer is classified as alcoholic beverage and the sale of alcohol by the City is prohibited by the Constitution and state statute. The options for continuing the sale of beer is to obtain a license from the ABLE Commission in the name of Enid Municipal Authority or contract with a third-party for the sale of alcoholic beverages.

This item, if approved, would add the management of the Meadowlake Golf Course snack bar to Global Spectrum's responsibilities. The amendment provides that Global Spectrum will receive 7.5% of the gross sales of food and beverage at the golf course.

**RECOMMENDATION:**

Approve Agreement.

**PRESENTER:**

Carol Lahman, City Attorney.

---

**Attachments**

Agreement

---

### THIRD AMENDMENT TO MANAGEMENT AGREEMENT

This Third Amendment to the Management Agreement (this "Third Amendment") is entered into on the \_\_\_\_ day of \_\_\_\_\_, 2018 ("Amendment Effective Date") between the City of Enid, Oklahoma ("City") and Global Spectrum, L.P., a Delaware limited partnership ("Manager").

**WHEREAS**, the City and Manager are parties to a Management Agreement dated August 1, 2009 ("Original Agreement"), which was subsequently amended by a First Amendment to the Management Agreement dated October 19, 2010 ("First Amendment"), pursuant to which the Manager is managing and operating the Cherokee Strip Conference Center (the "Conference Center") and providing certain services with respect to the Enid Convention and Visitors Bureau ("CVB Services") and which was subsequently amended by a Second Amendment dated July 17, 2012 ("Second Amendment") which added to Manager's management duties Convention Hall and Central National Bank Center (the Original Agreement, as amended by such First Amendment and Second Amendment, is referred to herein as the "Agreement");

**WHEREAS**, the City operates Meadowlake Golf Course (the "Course"), and , as part of the services provided to the residents that play golf at the course, the City has sold low point beer to patrons from the snack bar at the Course ("Snack Bar");

WHEREAS, changes to the State of Oklahoma's Regulation of the liquor industry are going into effect October 1, 2018 which, among other things, will classify beer as alcoholic beverages and, as a result, , the City no longer desires to sell beer from the Snack Bar or otherwise at the Course and instead desires that Manager do so;

**WHEREAS**, the City and the Manager now desire to amend the Agreement to provide that the Manager shall manage and operate the food and beverage services at the Snack Bar.

**NOW THEREFORE**, in consideration of the mutual covenants and premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. Capitalized terms used herein and not defined herein shall have the meanings given to such terms in the Agreement.

2. A new Section 2.1(d) is added to the Agreement, as follows:

“(c) Subject to Section 2.2 below, in addition to the services described in the Agreement, Manager shall provide food and beverage service (non-alcoholic beverages and alcoholic beverages) from the Snack Bar (“Snack Bar Services”). The Snack Bar is located in the northeast corner of the Course’s clubhouse. The Snack Bar shall be staffed with part-time employees of Manager, at the cost of the City. All costs of utilities, equipment, capital improvements, insurance, etc. related to the Course (including the Snack Bar) shall be paid by the City.

3. A new Section 3.5 is added to the Agreement, as follows:

“Incentive Fee. To compensate for the Snack Bar Services, the Manager shall be entitled to receive a Meadowlake Golf Course Incentive Fee for each full or partial Operating Year of the term. The Incentive Fee shall be equal to seven and a half percent (7.5%) of all gross revenue from food and beverage sales at the Snack Bar. The Incentive Fee shall be paid to Manager by the City no later than ninety (90) days following the end of each Operating Year.”

4. All costs related to the provision of the Snack Bar Services (including without limitation labor costs, costs of goods, cost of obtaining and maintaining the alcohol licenses/permits, insurance costs, maintenance costs, and other related costs) shall be funded by the City pursuant to a “Snack Bar Budget” (which shall be separate and distinct from the Operating Budget and CVB Services Budget) to be developed each year by Manager, subject to the approval of the City. The establishment and approval process for the Snack Bar Budget shall be the same process as that in place for the Operating Budget, as described in Sections 7.1 and 7.2 of the Agreement. The Snack Bar Budget for the remainder of the 2018-19 Operating Year shall be developed by Manager within 60 days after this Amendment is fully executed.

5. Manager shall establish a separate account in the name of the City and under the City’s Federal ID number entitled the “**Snack Bar Operating Account**”, or something similar, into which the City shall fund expenses related to the Snack Bar operation pursuant to the Snack Bar Budget. Funding of the Snack Bar Operating Account shall be under the same process as that in place for the Operating Account, as described in Section 9.1 and 9.2 of the Agreement, except that the parties recognize that, at least initially, little revenue will be generated by the Snack Bar services so all amounts required to be funded into the Snack Bar Operating Account will be deposited on a monthly basis into such account by the City. The parties acknowledge that in the future, there is intended to be sufficient revenue generated by Manager’s performance of the Snack Bar services to pay for Snack Bar expenses, and Manager shall deposit such revenue into the Snack Bar Operating Account to pay Snack Bar expenses as they become due. Manager shall have the right to access such account and withdraw such funds to pay for expenses related to the Snack Bar services. In no event will Manager have any risk of operating losses from its provision of the Snack Bar Services; the City shall fund all such losses.

6. Manager shall keep and maintain, at its offices in the Facility, separate and independent records regarding its activities related to the Snack Bar Services. The City or its authorized agent shall have the right to audit and inspect such records from time to time during the Term, upon reasonable notice to Manager and during Manager's ordinary business hours. Manager agrees to provide to the City, within thirty (30) days after the end of each month during the Term, a statement of revenues and expenditures for such month and year to date related to Manager’s provision of the Snack Bar Services, in accordance with generally accepted accounting principles. Additionally, Manager shall submit to the City, or shall cause the applicable public depository utilized by Manager to submit to the City, on a monthly basis, copies of all bank statements concerning the Snack Bar Operating Account.

7. For the sake of clarity, the parties acknowledge and agree that the



Operating Budget, as such term is used in the Agreement, shall not include revenue and expenses from the CVB Services or Snack Bar Services, and the terms "Revenue", "Operating Expenses", "Net Operating Loss" and "Net Operating Profit" shall not pertain to, and shall exclude, all revenue and expenses from the CVB Services and Snack Bar Services. As such, the Incentive Fee, as described in Section 3.2 of the Agreement, shall not be calculated in any part on the revenues and expenses related to the CVB Services or Snack Bar Services.

8. Manager shall seek to obtain all necessary alcohol licenses/permits to be able to legally sell alcohol from the Snack Bar, the costs of which shall be operating expenses of the Snack Bar operation to be funded by the City. The City shall assist Manager in obtaining such licenses/permits. If for any reason Manager is unable to obtain and maintain such licenses/permits, this Agreement shall terminate without liability to either party.

8. Except for the modifications specifically set forth above, all of the provisions of the Agreement shall remain unmodified and in full force and effect, including without limitation all of the provisions contained in the First Amendment and Second Amendment. All reference to the Agreement in the Agreement or in any other document referencing the Agreement shall be deemed to refer to the Agreement as amended hereby.

9. This Amendment shall be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to conflicts of law.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

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

**THE CITY OF ENID,  
An Oklahoma Municipal Corporation**

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

(SEAL)

ATTEST:

\_\_\_\_\_  
Alissa Lack, City Clerk

**GLOBAL SPECTRUM, L.P.,  
A Delaware Limited Partnership**

---

Signature

---

Printed Name

---

Title

**City Commission Meeting**

8.1.

**Meeting Date:** 10/02/2018

**Submitted By:** Jacqueline Cook, Engineering EA

---

**SUBJECT:**

**APPROVE CHANGE ORDER NO. 2 WITH DUIT CONSTRUCTION CO., INC., OF EDMOND, OKLAHOMA, FOR THE 66TH STREET INDUSTRIAL ACCESS IMPROVEMENTS FROM U.S. 412 TO EAST WILLOW ROAD PROJECT, IN THE DEDUCT AMOUNT OF \$11,234.40, AND ACCEPT PROJECT NO. R-1701A.**

**BACKGROUND:**

This road improvement project incorporates the construction of industrial grade pavement from U.S. 412 north to East Willow Road, and serves the industrial development along 66th Street. The work of constructing the two-lane, full-depth pavement with improved drainage structures is complete.

Change Order No. 2 will deduct \$11,234.40 from the contract amount to match the as-built quantities that were used in the project. The final contract amount, including all previous Change Orders, is \$2,232,429.28. The City has already received a reimbursement in the amount of \$1,190,000.00 from the Oklahoma Department of Transportation.

Final inspection for the project is complete, and the Contractor completed all the punch list items. The project has a 3-year maintenance bond. The maintenance period begins upon acceptance.

**RECOMMENDATION:**

Approve Change Order No. 2 and accept Project.

**PRESENTER:**

Robert Hitt, P.E., City Engineer

---

**Fiscal Impact**

**Budgeted Y/N:** Y

**Amount:** (\$11,234.40)

**Funding Source:**

Reconstruction & Overlays Fund

---

**Attachments**

CO#2

---

## City of Enid Change Order

Project Title: 66th Street Industrial Access impriv., US Hwy 412 to Willow Rd.  
 Project Number: R-1701A  
 Change Order No.: Two (2) Final  
 Contractor: Duit Construction Company, Inc.  
 Date: October 2, 2018

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

This change order adjust contract quantities to to final quantities as placed.

### Base Bid : Sta.:53+04.89 to 106+08

| No.                 | Quan.    | Unit | Item                                         | Unit Price      | Total Price        |
|---------------------|----------|------|----------------------------------------------|-----------------|--------------------|
| <b>ADD</b>          |          |      |                                              |                 |                    |
| 4                   | 406.5    | C.Y. | Unclassified Borrow                          | \$ 16.50        | \$ 6,707.25        |
| 27                  | 1821.71  | S.Y. | Solid Slab Sodding                           | \$ 2.29         | \$ 4,171.72        |
| 3                   | 371.39   | C.Y. | Unclassified Excavation                      | \$ 10.45        | \$ 3,881.03        |
| 9                   | 42.3711  | S.Y. | 9" Dowel Jointed P.C. Conc. Pavement (CIP)   | \$ 50.00        | \$ 2,118.55        |
| 10                  | 21.7833  | S.Y. | 6" Concrete Driveway (reinforced)            | \$ 52.00        | \$ 1,132.73        |
| 5                   | 117.92   | S.Y. | 8" Stabilized Subgrade                       | \$ 2.60         | \$ 306.59          |
| <b>TOTAL ADDED</b>  |          |      |                                              |                 | \$ 18,317.87       |
| <b>DEDUCT</b>       |          |      |                                              |                 |                    |
| 19                  | -2       | EA.  | 36" CMP End Sections & Culvert End Treatment | \$ 850.00       | \$ (1,700.00)      |
| 31*                 | -1630    | LF   | SWPPP - Silt Fencing                         | \$ 1.33         | \$ (2,167.90)      |
| 21                  | -40      | Ton  | Type I Plain Riprap                          | \$ 57.80        | \$ (2,312.00)      |
| 30*                 | -1       | EA.  | SWPPP - Construction Entrance                | \$ 2,666.17     | \$ (2,666.17)      |
| 11                  | -50.1912 | S.Y. | 9" Concrete Driveway (dowel jointed)         | \$ 62.00        | \$ (3,111.85)      |
| 20B*                | -1       | EA.  | 8'4" ID RC Junction Box, Complete-In-Place   | \$ 6,400.00     | \$ (6,400.00)      |
| 32*                 | -109     | EA.  | SWPPP - Waddle Filter or Silt Dam Units      | \$ 145.37       | \$ (15,845.33)     |
| 14                  | -250     | LF   | 36" CMP CIP                                  | \$ 65.00        | \$ (16,250.00)     |
| <b>TOTAL DEDUCT</b> |          |      |                                              |                 | \$ (50,453.25)     |
|                     |          |      |                                              | <b>TOTAL \$</b> | <b>(32,135.38)</b> |

### Alternate A- Sta.:158+84 to Sta.:186+00

| No.                 | Quan.  | Unit | Item                                       | Unit Price      | Total Price       |
|---------------------|--------|------|--------------------------------------------|-----------------|-------------------|
| <b>ADD</b>          |        |      |                                            |                 |                   |
| A7                  | 50.03  | S.Y. | 6" Concrete Driveway (reinforced)          | \$ 53.00        | \$ 2,651.59       |
| A18                 | 845.72 | S.Y. | Solid Slab Sodding                         | \$ 2.29         | \$ 1,936.70       |
| A6                  | 54.414 | S.Y. | 7" Dowel Jointed P.C. Conc. Pavement (CIP) | \$ 35.00        | \$ 1,904.49       |
| A2                  | 65.37  | C.Y. | Unclassified Excavation                    | \$ 10.60        | \$ 692.92         |
| A3                  | 30.4   | S.Y. | 8" Stabilized Subgrade                     | \$ 2.50         | \$ 76.00          |
| A12                 | 3.56   | C.Y. | Class C concrete                           | \$ 280.00       | \$ 996.80         |
| <b>TOTAL ADDED</b>  |        |      |                                            |                 | \$ 8,258.50       |
| <b>DEDUCT</b>       |        |      |                                            |                 |                   |
| A16                 | -1     | L.S. | SWPPP Documentation and Management         | \$ 512.81       | \$ (512.81)       |
| A13                 | -12    | Ton  | Type I Plain Riprap                        | \$ 58.10        | \$ (697.20)       |
| A19                 | -2.75  | AC.  | Vegetative Mulching                        | \$ 505.88       | \$ (1,391.17)     |
| A22*                | -53    | EA.  | SWPPP - Waddle Filter or Silt Dam Units    | \$ 145.37       | \$ (7,704.61)     |
| <b>TOTAL DEDUCT</b> |        |      |                                            |                 | \$ (10,305.79)    |
|                     |        |      |                                            | <b>TOTAL \$</b> | <b>(2,047.29)</b> |

## City of Enid Change Order


### Alternate B: Work on US 412

| No.                 | Quan.    | Unit | Item                                    | Unit Price | Total Price          |
|---------------------|----------|------|-----------------------------------------|------------|----------------------|
| <b>ADD</b>          |          |      |                                         |            |                      |
| B12                 | 418.12   | S.Y. | Solid Slab Sodding                      | \$ 2.29    | \$ 957.49            |
| B1                  | 93.655   | S.Y. | 8" Stabilized Subgrade                  | \$ 2.30    | \$ 215.41            |
| <b>TOTAL ADDED</b>  |          |      |                                         |            | <b>\$ 1,172.90</b>   |
| <b>DEDUCT</b>       |          |      |                                         |            |                      |
| B4*                 | -0.00334 | Ton  | Superpave, Type S4(PG 70-28 OK)         | \$ 161.00  | \$ (0.54)            |
| B13                 | -0.23    | AC   | Vegetative Mulching                     | \$ 505.88  | \$ (116.35)          |
| B7*                 | -100     | L.F. | Traffic Stripe (Multi-Polymer)(6" Wide) | \$ 2.07    | \$ (207.00)          |
| B9                  | -3       | EA.  | Traffic Stripe (Multi-Polymer)(Words)   | \$ 346.13  | \$ (1,038.39)        |
| <b>TOTAL DEDUCT</b> |          |      |                                         |            | <b>\$ (1,362.28)</b> |
| <b>TOTAL</b>        |          |      |                                         |            | <b>\$ (189.38)</b>   |

### Additional Unit Bid Item

| No.                 | Quan. | Unit | Item                           | Unit Price | Total Price         |
|---------------------|-------|------|--------------------------------|------------|---------------------|
| <b>ADD</b>          |       |      |                                |            |                     |
|                     | 11745 | SY   | Mill and Stock Pile 3" Asphalt | \$ 1.97    | \$ 23,137.65        |
| <b>TOTAL ADDED</b>  |       |      |                                |            | <b>\$ 23,137.65</b> |
| <b>DEDUCT</b>       |       |      |                                |            |                     |
| <b>TOTAL DEDUCT</b> |       |      |                                |            | <b>\$ -</b>         |
| <b>TOTAL</b>        |       |      |                                |            | <b>\$ 23,137.65</b> |

|                                              |                 |
|----------------------------------------------|-----------------|
| Original Contract:                           | \$ 2,176,912.29 |
| Revised Contract by any prior change orders: | \$ 2,243,663.68 |
| Change Order - add or (deduct):              | \$ (11,234.40)  |
| Revised Contract:                            | \$ 2,232,429.28 |

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

Date: 8-31-18

\_\_\_\_\_  
 Mayor

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

**Duit Construction Company, Inc.**  
 \_\_\_\_\_  
 Contractor

By: James A. Duit

Date: 9/10/18

## City of Enid Change Order

Project Title: 66th Street Industrial Access improv., US Hwy 412 to Willow Rd.  
 Project Number: R-1701A  
 Change Order No.: Two (2) Final  
 Contractor: Duit Construction Company, Inc.  
 Date: October 2, 2018

Description of changed work including location, quantity, type of change, and method of payment.  
 This change order adjust contract quantities to to final quantities as placed.

**Base Bid : Sta.:53+04.89 to 106+08**

| No.                 | Quan.    | Unit | Item                                       | Unit Price      | Total Price        |
|---------------------|----------|------|--------------------------------------------|-----------------|--------------------|
| <b>ADD</b>          |          |      |                                            |                 |                    |
| 4                   | 406.5    | C.Y. | Unclassified Borrow                        | \$ 16.50        | \$ 6,707.25        |
| 27                  | 1821.71  | S.Y. | Solid Slab Sodding                         | \$ 2.29         | \$ 4,171.72        |
| 3                   | 371.39   | C.Y. | Unclassified Excavation                    | \$ 10.45        | \$ 3,881.03        |
| 9                   | 42.3711  | S.Y. | 9" Dowel Jointed P.C. Conc. Pavement (CIP) | \$ 50.00        | \$ 2,118.55        |
| 10                  | 21.7833  | S.Y. | 6" Concrete Driveway (reinforced)          | \$ 52.00        | \$ 1,132.73        |
| 5                   | 117.92   | S.Y. | 8" Stabilized Subgrade                     | \$ 2.60         | \$ 306.59          |
| <b>TOTAL ADDED</b>  |          |      |                                            |                 | \$ 18,317.87       |
| <b>DEDUCT</b>       |          |      |                                            |                 |                    |
| 19                  | -2       | EA.  | 36" CMP End Sections & Culvert End Treatme | \$ 850.00       | \$ (1,700.00)      |
| 31*                 | -1630    | LF   | SWPPP - Silt Fencing                       | \$ 1.33         | \$ (2,167.90)      |
| 21                  | -40      | Ton  | Type I Plain Riprap                        | \$ 57.80        | \$ (2,312.00)      |
| 30*                 | -1       | EA.  | SWPPP - Construction Entrance              | \$ 2,666.17     | \$ (2,666.17)      |
| 11                  | -50.1912 | S.Y. | 9" Concrete Driveway (dowel jointed)       | \$ 62.00        | \$ (3,111.85)      |
| 20B*                | -1       | EA.  | 8'4" ID RC Junction Box, Complete-In-Place | \$ 6,400.00     | \$ (6,400.00)      |
| 32*                 | -109     | EA.  | SWPPP - Waddle Filter or Silt Dam Units    | \$ 145.37       | \$ (15,845.33)     |
| 14                  | -250     | LF   | 36" CMP CIP                                | \$ 65.00        | \$ (16,250.00)     |
| <b>TOTAL DEDUCT</b> |          |      |                                            |                 | \$ (50,453.25)     |
|                     |          |      |                                            | <b>TOTAL \$</b> | <b>(32,135.38)</b> |

**Alternate A- Sta.:158+84 to Sta.:186+00**

| No.                 | Quan.  | Unit | Item                                       | Unit Price      | Total Price       |
|---------------------|--------|------|--------------------------------------------|-----------------|-------------------|
| <b>ADD</b>          |        |      |                                            |                 |                   |
| A7                  | 50.03  | S.Y. | 6" Concrete Driveway (reinforced)          | \$ 53.00        | \$ 2,651.59       |
| A18                 | 845.72 | S.Y. | Solid Slab Sodding                         | \$ 2.29         | \$ 1,936.70       |
| A6                  | 54.414 | S.Y. | 7" Dowel Jointed P.C. Conc. Pavement (CIP) | \$ 35.00        | \$ 1,904.49       |
| A2                  | 65.37  | C.Y. | Unclassified Excavation                    | \$ 10.60        | \$ 692.92         |
| A3                  | 30.4   | S.Y. | 8" Stabilized Subgrade                     | \$ 2.50         | \$ 76.00          |
| A12                 | 3.56   | C.Y. | Class C concrete                           | \$ 280.00       | \$ 996.80         |
| <b>TOTAL ADDED</b>  |        |      |                                            |                 | \$ 8,258.50       |
| <b>DEDUCT</b>       |        |      |                                            |                 |                   |
| A16                 | -1     | L.S. | SWPPP Documentation and Management         | \$ 512.81       | \$ (512.81)       |
| A13                 | -12    | Ton  | Type I Plain Riprap                        | \$ 58.10        | \$ (697.20)       |
| A19                 | -2.75  | AC.  | Vegetative Mulching                        | \$ 505.88       | \$ (1,391.17)     |
| A22*                | -53    | EA.  | SWPPP - Waddle Filter or Silt Dam Units    | \$ 145.37       | \$ (7,704.61)     |
| <b>TOTAL DEDUCT</b> |        |      |                                            |                 | \$ (10,305.79)    |
|                     |        |      |                                            | <b>TOTAL \$</b> | <b>(2,047.29)</b> |

## City of Enid Change Order

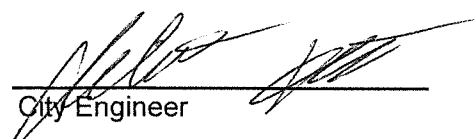
### Alternate B: Work on US 412

| No.                 | Quan.    | Unit | Item                                    | Unit Price | Total Price          |
|---------------------|----------|------|-----------------------------------------|------------|----------------------|
| <b>ADD</b>          |          |      |                                         |            |                      |
| B12                 | 418.12   | S.Y. | Solid Slab Sodding                      | \$ 2.29    | \$ 957.49            |
| B1                  | 93.655   | S.Y. | 8" Stabilized Subgrade                  | \$ 2.30    | \$ 215.41            |
| <b>TOTAL ADDED</b>  |          |      |                                         |            | <b>\$ 1,172.90</b>   |
| <b>DEDUCT</b>       |          |      |                                         |            |                      |
| B4*                 | -0.00334 | Ton  | Superpave, Type S4(PG 70-28 OK)         | \$ 161.00  | \$ (0.54)            |
| B13                 | -0.23    | AC   | Vegetative Mulching                     | \$ 505.88  | \$ (116.35)          |
| B7*                 | -100     | L.F. | Traffic Stripe (Multi-Polymer)(6" Wide) | \$ 2.07    | \$ (207.00)          |
| B9                  | -3       | EA.  | Traffic Stripe (Multi-Polymer)(Words)   | \$ 346.13  | \$ (1,038.39)        |
| <b>TOTAL DEDUCT</b> |          |      |                                         |            | <b>\$ (1,362.28)</b> |
| <b>TOTAL</b>        |          |      |                                         |            | <b>\$ (189.38)</b>   |

### Additional Unit Bid Item

| No.                 | Quan. | Unit | Item                           | Unit Price | Total Price         |
|---------------------|-------|------|--------------------------------|------------|---------------------|
| <b>ADD</b>          |       |      |                                |            |                     |
|                     | 11745 | SY   | Mill and Stock Pile 3" Asphalt | \$ 1.97    | \$ 23,137.65        |
| <b>TOTAL ADDED</b>  |       |      |                                |            | <b>\$ 23,137.65</b> |
| <b>DEDUCT</b>       |       |      |                                |            |                     |
| <b>TOTAL DEDUCT</b> |       |      |                                |            | <b>\$ -</b>         |
| <b>TOTAL</b>        |       |      |                                |            | <b>\$ 23,137.65</b> |

|                                              |                 |
|----------------------------------------------|-----------------|
| Original Contract:                           | \$ 2,176,912.29 |
| Revised Contract by any prior change orders: | \$ 2,243,663.68 |
| Change Order - add or (deduct):              | \$ (11,234.40)  |
| Revised Contract:                            | \$ 2,232,429.28 |

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

Date: 8-31-18

\_\_\_\_\_  
 Mayor

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

**Duit Construction Company, Inc.**  
 \_\_\_\_\_  
 Contractor

By: James A. Duit

Date: 9/10/18

## City of Enid Change Order

Project Title: 66th Street Industrial Access impriv., US Hwy 412 to Willow Rd.  
 Project Number: R-1701A  
 Change Order No.: Two (2) Final  
 Contractor: Duit Construction Company, Inc.  
 Date: October 2, 2018

Description of changed work including location, quantity, type of change, and method of payment.  
 This change order adjust contract quantities to to final quantities as placed.

### Base Bid : Sta.:53+04.89 to 106+08

| No.                 | Quan.    | Unit | Item                                       | Unit Price  | Total Price           |
|---------------------|----------|------|--------------------------------------------|-------------|-----------------------|
| <b>ADD</b>          |          |      |                                            |             |                       |
| 4                   | 406.5    | C.Y. | Unclassified Borrow                        | \$ 16.50    | \$ 6,707.25           |
| 27                  | 1821.71  | S.Y. | Solid Slab Sodding                         | \$ 2.29     | \$ 4,171.72           |
| 3                   | 371.39   | C.Y. | Unclassified Excavation                    | \$ 10.45    | \$ 3,881.03           |
| 9                   | 42.3711  | S.Y. | 9" Dowel Jointed P.C. Conc. Pavement (CIP) | \$ 50.00    | \$ 2,118.55           |
| 10                  | 21.7833  | S.Y. | 6" Concrete Driveway (reinforced)          | \$ 52.00    | \$ 1,132.73           |
| 5                   | 117.92   | S.Y. | 8" Stabilized Subgrade                     | \$ 2.60     | \$ 306.59             |
| <b>TOTAL ADDED</b>  |          |      |                                            |             | \$ 18,317.87          |
| <b>DEDUCT</b>       |          |      |                                            |             |                       |
| 19                  | -2       | EA.  | 36" CMP End Sections & Culvert End Treatme | \$ 850.00   | \$ (1,700.00)         |
| 31*                 | -1630    | LF   | SWPPP - Silt Fencing                       | \$ 1.33     | \$ (2,167.90)         |
| 21                  | -40      | Ton  | Type I Plain Riprap                        | \$ 57.80    | \$ (2,312.00)         |
| 30*                 | -1       | EA.  | SWPPP - Construction Entrance              | \$ 2,666.17 | \$ (2,666.17)         |
| 11                  | -50.1912 | S.Y. | 9" Concrete Driveway (dowel jointed)       | \$ 62.00    | \$ (3,111.85)         |
| 20B*                | -1       | EA.  | 8'4" ID RC Junction Box, Complete-In-Place | \$ 6,400.00 | \$ (6,400.00)         |
| 32*                 | -109     | EA.  | SWPPP - Waddle Filter or Silt Dam Units    | \$ 145.37   | \$ (15,845.33)        |
| 14                  | -250     | LF   | 36" CMP CIP                                | \$ 65.00    | \$ (16,250.00)        |
| <b>TOTAL DEDUCT</b> |          |      |                                            |             | \$ (50,453.25)        |
| <b>TOTAL</b>        |          |      |                                            |             | <b>\$ (32,135.38)</b> |

### Alternate A- Sta.:158+84 to Sta.:186+00

| No.                 | Quan.  | Unit | Item                                       | Unit Price | Total Price          |
|---------------------|--------|------|--------------------------------------------|------------|----------------------|
| <b>ADD</b>          |        |      |                                            |            |                      |
| A7                  | 50.03  | S.Y. | 6" Concrete Driveway (reinforced)          | \$ 53.00   | \$ 2,651.59          |
| A18                 | 845.72 | S.Y. | Solid Slab Sodding                         | \$ 2.29    | \$ 1,936.70          |
| A6                  | 54.414 | S.Y. | 7" Dowel Jointed P.C. Conc. Pavement (CIP) | \$ 35.00   | \$ 1,904.49          |
| A2                  | 65.37  | C.Y. | Unclassified Excavation                    | \$ 10.60   | \$ 692.92            |
| A3                  | 30.4   | S.Y. | 8" Stabilized Subgrade                     | \$ 2.50    | \$ 76.00             |
| A12                 | 3.56   | C.Y. | Class C concrete                           | \$ 280.00  | \$ 996.80            |
| <b>TOTAL ADDED</b>  |        |      |                                            |            | \$ 8,258.50          |
| <b>DEDUCT</b>       |        |      |                                            |            |                      |
| A16                 | -1     | L.S. | SWPPP Documentation and Management         | \$ 512.81  | \$ (512.81)          |
| A13                 | -12    | Ton  | Type I Plain Riprap                        | \$ 58.10   | \$ (697.20)          |
| A19                 | -2.75  | AC.  | Vegetative Mulching                        | \$ 505.88  | \$ (1,391.17)        |
| A22*                | -53    | EA.  | SWPPP - Waddle Filter or Silt Dam Units    | \$ 145.37  | \$ (7,704.61)        |
| <b>TOTAL DEDUCT</b> |        |      |                                            |            | \$ (10,305.79)       |
| <b>TOTAL</b>        |        |      |                                            |            | <b>\$ (2,047.29)</b> |



## City of Enid Change Order

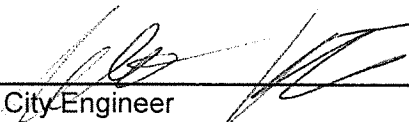
### Alternate B: Work on US 412

| No.                 | Quan.    | Unit | Item                                    | Unit Price | Total Price          |
|---------------------|----------|------|-----------------------------------------|------------|----------------------|
| <b>ADD</b>          |          |      |                                         |            |                      |
| B12                 | 418.12   | S.Y. | Solid Slab Sodding                      | \$ 2.29    | \$ 957.49            |
| B1                  | 93.655   | S.Y. | 8" Stabilized Subgrade                  | \$ 2.30    | \$ 215.41            |
| <b>TOTAL ADDED</b>  |          |      |                                         |            | <b>\$ 1,172.90</b>   |
| <b>DEDUCT</b>       |          |      |                                         |            |                      |
| B4*                 | -0.00334 | Ton  | Superpave, Type S4(PG 70-28 OK)         | \$ 161.00  | \$ (0.54)            |
| B13                 | -0.23    | AC   | Vegetative Mulching                     | \$ 505.88  | \$ (116.35)          |
| B7*                 | -100     | L.F. | Traffic Stripe (Multi-Polymer)(6" Wide) | \$ 2.07    | \$ (207.00)          |
| B9                  | -3       | EA.  | Traffic Stripe (Multi-Polymer)(Words)   | \$ 346.13  | \$ (1,038.39)        |
| <b>TOTAL DEDUCT</b> |          |      |                                         |            | <b>\$ (1,362.28)</b> |
| <b>TOTAL</b>        |          |      |                                         |            | <b>\$ (189.38)</b>   |

### Additional Unit Bid Item

| No.                 | Quan. | Unit | Item                           | Unit Price | Total Price         |
|---------------------|-------|------|--------------------------------|------------|---------------------|
| <b>ADD</b>          |       |      |                                |            |                     |
|                     | 11745 | SY   | Mill and Stock Pile 3" Asphalt | \$ 1.97    | \$ 23,137.65        |
| <b>TOTAL ADDED</b>  |       |      |                                |            | <b>\$ 23,137.65</b> |
| <b>DEDUCT</b>       |       |      |                                |            |                     |
| <b>TOTAL DEDUCT</b> |       |      |                                |            | <b>\$ -</b>         |
| <b>TOTAL</b>        |       |      |                                |            | <b>\$ 23,137.65</b> |

|                                              |                 |
|----------------------------------------------|-----------------|
| Original Contract:                           | \$ 2,176,912.29 |
| Revised Contract by any prior change orders: | \$ 2,243,663.68 |
| Change Order - add or (deduct):              | \$ (11,234.40)  |
| Revised Contract:                            | \$ 2,232,429.28 |

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

**Duit Construction Company, Inc.**  
 \_\_\_\_\_  
 Contractor

Date: 8-31-18

By: James A. Duit

Date: 9/10/18

\_\_\_\_\_  
Mayor

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

**City Commission Meeting**

**8.2.**

**Meeting Date:** 10/02/2018

**Submitted By:** Jacqueline Cook, Engineering EA

---

**SUBJECT:**

**APPROVE CHANGE ORDER NO. 2 WITH CIMARRON CONSTRUCTION COMPANY, OKLAHOMA CITY, OKLAHOMA, FOR PROJECT W-1801C1, THE BROADWAY AVENUE WATERLINE RELOCATION, FROM US-81 TO WASHINGTON STREET, IN THE AMOUNT OF \$16,736.00.**

**BACKGROUND:**

This project will relocate an existing waterline on Broadway Avenue from Washington Street to US-81. The existing six-inch water line will be removed from under the street and a new 12-inch line will be placed behind the curb. During excavation it was determined the 12-inch water line would need to be rerouted to avoid existing firelines and utilities. This change order covers the increased cost for additional materials and labor to reroute the 12-inch line based on unit prices. The change order also increases the contract time by 35 days.

The final contract amount will be \$648,432.00 upon approval of Change Order No. 2, an increase from the original contract amount of \$623,326.00.

**RECOMMENDATION:**

Approve Change Order.

**PRESENTER:**

Jason T. Unruh, P.E., Project Engineer

---

**Fiscal Impact**

**Budgeted Y/N:** Y

**Amount:** \$16,736.00

**Funding Source:**

Street Improvement Fund

---

**Attachments**

CO#2

---

## City of Enid Change Order

Project Title: Broadway Avenue Waterline Relocation, US-81 to Washington Street, W-1801C1

Change Order No.: Two

Contractor: Cimarron Construction Company

Date: October 2, 2018

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

| No.                             | Quan.  | Unit | Item                                  | Unit Price  | Total Price         |
|---------------------------------|--------|------|---------------------------------------|-------------|---------------------|
| <b>ADD</b>                      |        |      |                                       |             |                     |
| 3                               | 40     | LF   | 12" PVC C900 DR18, by Open Trench     | \$ 62.00    | \$ 2,480.00         |
| 8                               | 416    | LBS  | Ductile Iron Fittings                 | \$ 7.00     | \$ 2,912.00         |
| 9                               | 210    | TON  | Class 57 Rock                         | \$ 61.00    | \$ 12,810.00        |
| 20                              | 126    | SY   | Remove / Replace Asphalt Pavement     | \$ 120.00   | \$ 15,120.00        |
| N1                              | 8      | LF   | 6" PVC C900 DR18, by Open Trench      | \$ 87.00    | \$ 696.00           |
| N2                              | 1      | EA   | 6" Gate Valve and Box                 | \$ 1,667.00 | \$ 1,667.00         |
| <b>DEDUCT</b>                   |        |      |                                       |             |                     |
| 19                              | (149)  | SY   | Remove / Replace PC Conc Pavemt/Drive | \$ 105.00   | \$ (15,645.00)      |
| 22                              | (66.5) | LF   | Remove / Replace Conc Curb & Gutter   | \$ 45.00    | \$ (2,992.50)       |
| 29                              | (890)  | SF   | Solid Slab Sodding                    | \$ 0.35     | \$ (311.50)         |
| <b>Subtotal</b>                 |        |      |                                       |             | <b>\$ 16,736.00</b> |
| <b>Additional Calendar Days</b> |        |      |                                       |             | <b>35</b>           |

|                                              |               |
|----------------------------------------------|---------------|
| Original Contract:                           | \$ 623,326.00 |
| Revised Contract by any prior change orders: | \$ 631,696.00 |
| Change Order - add or (deduct):              | \$ 16,736.00  |
| Revised Contract:                            | \$ 648,432.00 |

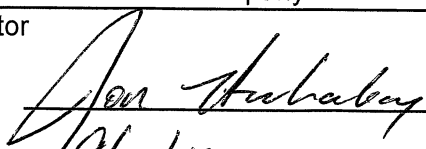
  
City Engineer

Date: 9-25-18

\_\_\_\_\_  
Mayor

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

Cimarron Construction Company  
Contractor

By: 

Date: 9/13/18

## City of Enid Change Order

Project Title: Broadway Avenue Waterline Relocation, US-81 to Washington Street, W-1801C1

Change Order No.: Two


Contractor: Cimarron Construction Company

Date: October 2, 2018

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

| No.                             | Quan.  | Unit | Item                                  | Unit Price  | Total Price         |
|---------------------------------|--------|------|---------------------------------------|-------------|---------------------|
| <b>ADD</b>                      |        |      |                                       |             |                     |
| 3                               | 40     | LF   | 12" PVC C900 DR18, by Open Trench     | \$ 62.00    | \$ 2,480.00         |
| 8                               | 416    | LBS  | Ductile Iron Fittings                 | \$ 7.00     | \$ 2,912.00         |
| 9                               | 210    | TON  | Class 57 Rock                         | \$ 61.00    | \$ 12,810.00        |
| 20                              | 126    | SY   | Remove / Replace Asphalt Pavement     | \$ 120.00   | \$ 15,120.00        |
| N1                              | 8      | LF   | 6" PVC C900 DR18, by Open Trench      | \$ 87.00    | \$ 696.00           |
| N2                              | 1      | EA   | 6" Gate Valve and Box                 | \$ 1,667.00 | \$ 1,667.00         |
| <b>DEDUCT</b>                   |        |      |                                       |             |                     |
| 19                              | (149)  | SY   | Remove / Replace PC Conc Pavemt/Drive | \$ 105.00   | \$ (15,645.00)      |
| 22                              | (66.5) | LF   | Remove / Replace Conc Curb & Gutter   | \$ 45.00    | \$ (2,992.50)       |
| 29                              | (890)  | SF   | Solid Slab Sodding                    | \$ 0.35     | \$ (311.50)         |
| <b>Subtotal</b>                 |        |      |                                       |             | <b>\$ 16,736.00</b> |
| <b>Additional Calendar Days</b> |        |      |                                       |             | <b>35</b>           |

|                                              |               |
|----------------------------------------------|---------------|
| Original Contract:                           | \$ 623,326.00 |
| Revised Contract by any prior change orders: | \$ 631,696.00 |
| Change Order - add or (deduct):              | \$ 16,736.00  |
| Revised Contract:                            | \$ 648,432.00 |

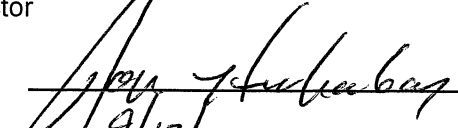
  
 \_\_\_\_\_  
 City Engineer

Date: 9-25-18

\_\_\_\_\_  
 Mayor

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

Cimarron Construction Company  
 \_\_\_\_\_  
 Contractor

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

Date: 9/13/18

## City of Enid Change Order

Project Title: Broadway Avenue Waterline Relocation, US-81 to Washington Street, W-1801C1

Change Order No.: Two


Contractor: Cimarron Construction Company

Date: October 2, 2018

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

| No.                             | Quan.  | Unit | Item                                  | Unit Price  | Total Price         |
|---------------------------------|--------|------|---------------------------------------|-------------|---------------------|
| <b>ADD</b>                      |        |      |                                       |             |                     |
| 3                               | 40     | LF   | 12" PVC C900 DR18, by Open Trench     | \$ 62.00    | \$ 2,480.00         |
| 8                               | 416    | LBS  | Ductile Iron Fittings                 | \$ 7.00     | \$ 2,912.00         |
| 9                               | 210    | TON  | Class 57 Rock                         | \$ 61.00    | \$ 12,810.00        |
| 20                              | 126    | SY   | Remove / Replace Asphalt Pavement     | \$ 120.00   | \$ 15,120.00        |
| N1                              | 8      | LF   | 6" PVC C900 DR18, by Open Trench      | \$ 87.00    | \$ 696.00           |
| N2                              | 1      | EA   | 6" Gate Valve and Box                 | \$ 1,667.00 | \$ 1,667.00         |
| <b>DEDUCT</b>                   |        |      |                                       |             |                     |
| 19                              | (149)  | SY   | Remove / Replace PC Conc Pavemt/Drive | \$ 105.00   | \$ (15,645.00)      |
| 22                              | (66.5) | LF   | Remove / Replace Conc Curb & Gutter   | \$ 45.00    | \$ (2,992.50)       |
| 29                              | (890)  | SF   | Solid Slab Sodding                    | \$ 0.35     | \$ (311.50)         |
| <b>Subtotal</b>                 |        |      |                                       |             | <b>\$ 16,736.00</b> |
| <b>Additional Calendar Days</b> |        |      |                                       |             | <b>35</b>           |

|                                              |               |
|----------------------------------------------|---------------|
| Original Contract:                           | \$ 623,326.00 |
| Revised Contract by any prior change orders: | \$ 631,696.00 |
| Change Order - add or (deduct):              | \$ 16,736.00  |
| Revised Contract:                            | \$ 648,432.00 |

  
City Engineer

Date: 9-25-18

\_\_\_\_\_  
Mayor

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

Cimarron Construction Company  
Contractor

By: 

Date: 9/13/18

**City Commission Meeting**

**8.3.**

**Meeting Date:** 10/02/2018

**Submitted By:** Jacqueline Cook, Engineering EA

---

**SUBJECT:**

**ACCEPT A PUBLIC ACCESS EASEMENT AND A PUBLIC DRAINAGE AND UTILITY EASEMENT FROM HAMMER WILLIAMS COMPANY, LLC, ENID, OKLAHOMA, AT NO COST TO THE CITY, FOR THE DEVELOPMENT OF THE JIFFY TRIP AT 5314 WEST OWEN K. GARRIOTT ROAD.**

**BACKGROUND:**

This item accepts a 40 foot Public Access Easement and a Public Drainage and Utility Easement to allow for the site development of Jiffy Trip C-Store at 5314 West Owen K. Garriott Road. These easements are provided at no cost to the City of Enid.

The utility and drainage easement allows for maintenance of an existing storm pipe at the corner of the intersection of Garriott Road and Garland Road. The access easement will allow for cross traffic flow with future development to the east.

**RECOMMENDATION:**

Accept Public Access Easement and Public Drainage and Utility Easement.

**PRESENTER:**

Robert Hitt, P.E., City Engineer

---

**Attachments**

Easement

Public Access Easement

Location Map

---

PLEASE RETURN TO:  
CITY OF ENID  
CITY CLERK'S OFFICE  
P.O. BOX 1768  
ENID, OK 73702

## PUBLIC DRAINAGE AND UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Hammer Williams Company, L.L.C., Enid, Oklahoma, "Grantor," in consideration of the sum of One dollar and Zero cents (\$1.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto the City of Enid, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the public, a drainage & utility easement and right of way under, over, and across the following described real property and premises, situated in Garfield County, State of Oklahoma, to-wit:

DESCRIPTION: A EASEMENT SITUATED IN THE NORTH 300.00 FEET OF THE SOUTH 332.00 FEET OF LOTS 25 AND 26, SUBDIVISION OF THE SW/4 OF SECTION 10, TOWNSHIP 22 NORTH, RANGE 7 W.I.M., GARFIELD COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 26, THENCE NORTH (N00°05'49"W) ALONG THE EAST BOUNDARY OF SAID LOT 26, A DISTANCE OF 32.00; THENCE WEST (N89°56'02"W) AND PARALLEL TO THE SOUTH BOUNDARY OF SAID LOTS 25 AND 26, A DISTANCE OF 598.49 FEET, TO THE POINT OF BEGINNING;

THENCE CONTINUING WEST (N89°56'02"W) AND PARALLEL TO THE SOUTH BOUNDARY OF SAID LOTS 25 AND 26, A DISTANCE OF 26.43 FEET, TO A POINT 17.00 FEET EAST OF SAID WEST BOUNDARY AND 32.00 FEET NORTH OF THE SOUTH BOUNDARY OF SAID LOT 25; THENCE NORTH (N00°05'49W) AND PARALLEL TO SAID WEST BOUNDARY, A DISTANCE OF 65.73 FEET; THENCE SOUTHEAST (S21°59'00"E) A DISTANCE OF 70.91 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 0.0199 ACRE.

BEARINGS REFERENCED IN THIS DESCRIPTION ARE TIED TO OKLAHOMA NORTH NAD 83 STATE PLANE COORDINATES.

With right of ingress and egress to and upon from same, for the purpose of installing, constructing, operating, maintaining, and replacing public utilities, drainage and appurtenances thereon and thereunder.

Grantor agrees not to build or construct any building or buildings upon the permanent easement area. Provided, that Grantor shall fully enjoy said premises except as may be necessarily restricted to carry out the Grantee's purpose as set out herein. There is further granted the right to remove any tree or parts of trees, which in the judgment of the Grantee may interfere with the construction of the project or with the utilities within this Easement.

TO HAVE AND TO HOLD, such Easement unto the City of Enid, Oklahoma, and its successors and assigns, forever.





---

William E. Shewey, Mayor

(SEAL)

ATTEST:

---

Alissa Lack, City Clerk



PLEASE RETURN TO:  
CITY OF ENID  
CITY CLERK'S OFFICE  
P.O. BOX 1768  
ENID, OK 73702

## PUBLIC ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Hammer Williams Company, L.L.C., Enid, Oklahoma. "Grantor," in consideration of the sum of [One dollar and no cents (\$1.00)] and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the public, an access easement and right of way under, over, and across the following described real property and premises, situated in Garfield County, State of Oklahoma, to-wit:

DESCRIPTION: AN EASEMENT SITUATED IN THE NORTH 300.00 FEET OF THE SOUTH 332.00 FEET OF LOTS 25 AND 26, SUBDIVISION OF THE SW/4 OF SECTION 10, TOWNSHIP 22 NORTH, RANGE 7 W.I.M., GARFIELD COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 26, THENCE NORTH (N00°05'49"W) ALONG THE EAST BOUNDARY OF SAID LOT 26, A DISTANCE OF 32.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH (N00°05'49"W) ALONG SAID EAST BOUNDARY, A DISTANCE OF 45.00 FEET; THENCE WEST (N89°56'02"W) AND PARALLEL TO THE SOUTH BOUNDARY OF SAID LOTS 25 AND 26, A DISTANCE OF 585.00 FEET TO A POINT 57.00 FEET EAST OF THE WEST BOUNDARY OF SAID LOT 25; THENCE NORTH (N00°05'49"W) AND PARALLEL TO SAID WEST BOUNDARY, A DISTANCE OF 105.25 FEET; THENCE WEST (N89°56'02"W) A DISTANCE OF 40.00 FEET TO A POINT 17.00 FEET EAST OF THE WEST BOUNDARY OF SAID LOT 25; THENCE SOUTH (S00°05'49"E) AND PARALLEL TO SAID WEST BOUNDARY, A DISTANCE OF 150.25 FEET TO A POINT 17.00 FEET EAST OF SAID WEST BOUNDARY AND 32.00 FEET NORTH OF THE SOUTH BOUNDARY OF SAID LOT 25; THENCE EAST (S89°56'02"E) AND PARALLEL TO THE SOUTH BOUNDARY OF SAID LOTS 25 AND 26, A DISTANCE OF 625.00 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 0.7421 ACRE.

THIS DESCRIPTION WAS WRITTEN BY ROGER D. JIVIDEN ON THE 22ND DAY OF FEBRUARY, 2018. THE BEARINGS REFERENCED IN THIS DESCRIPTION ARE TIED TO OKLAHOMA NORTH NAD 83 STATE PLANE COORDINATES.

with right of ingress and egress to and from same, for the purpose of public access.

Grantor agrees not to build or construct any building or buildings upon the permanent easement area. Provided, that Grantor shall fully enjoy said premises except as may be necessarily restricted to carry out the Grantee's purpose as set out herein.

TO HAVE AND TO HOLD, such access easement and right of way unto the City of Enid, Garfield County, Oklahoma, and its successors and assigns, forever.



The foregoing access easement is hereby accepted by the City of Enid, Oklahoma, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

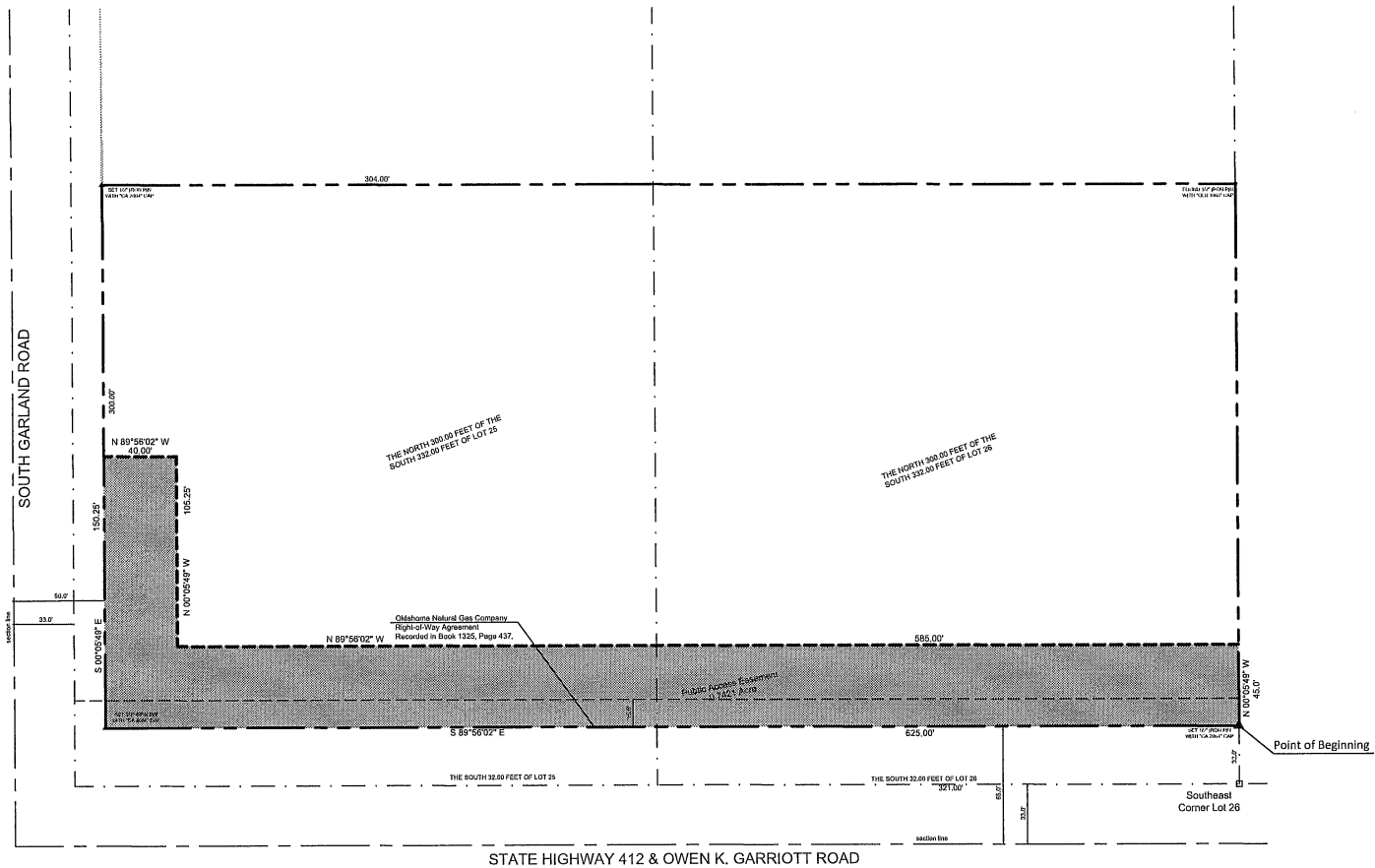
**THE CITY OF ENID, AN OKLAHOMA  
MUNICIPAL CORPORATION**

\_\_\_\_\_  
William Shewey, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
Alissa Lack, City Clerk



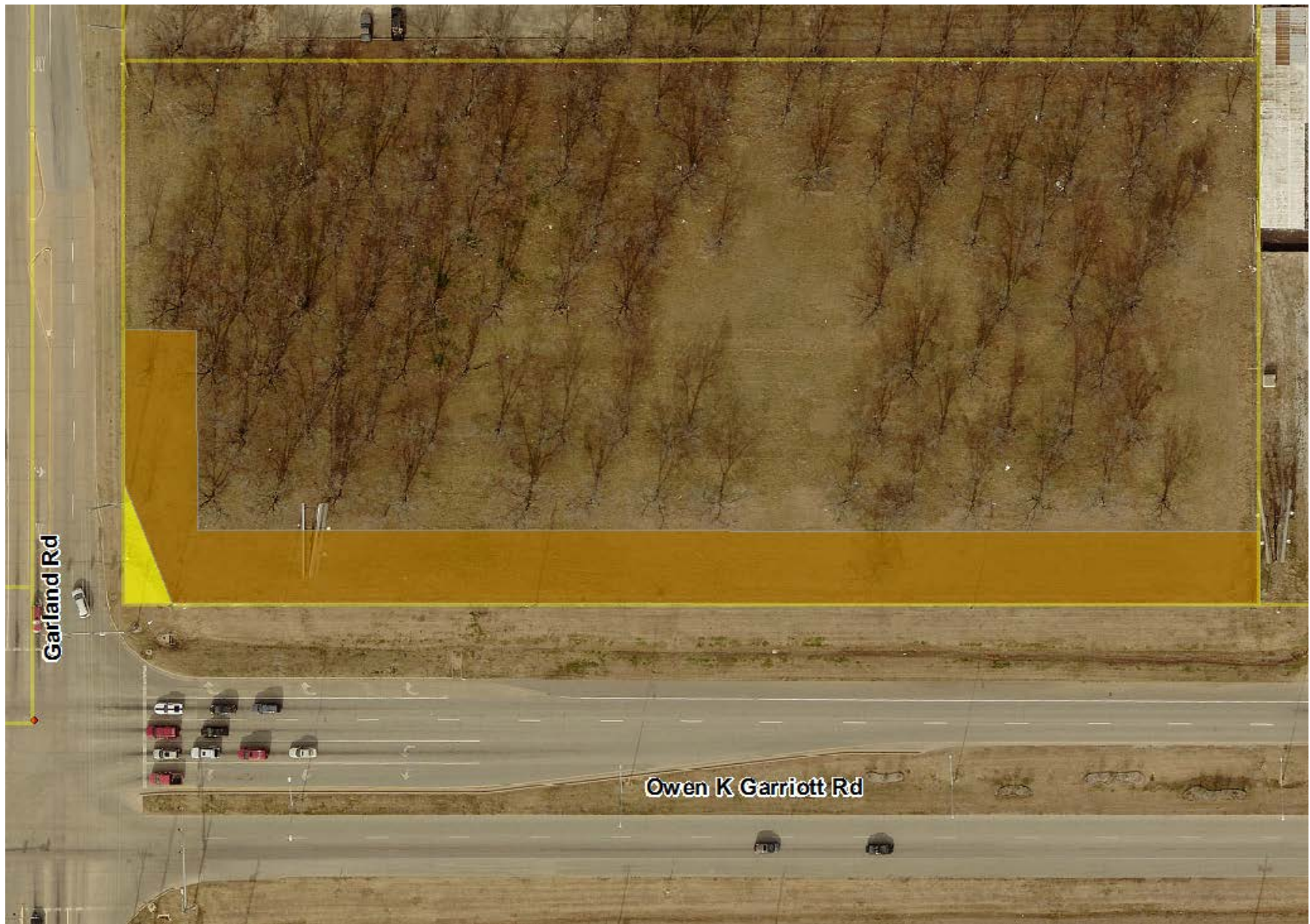
Scale: 1"=100'

## Public Access Easement

Southwest Quarter Section 10, Township 22 North, Range 7 West  
 Indian Meridian, City of Enid, Garfield County



Hammer Williams, LLC  
Easements  
Location Map



**City Commission Meeting**

**8.4.**

**Meeting Date:** 10/02/2018

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

---

**SUBJECT:**

**AWARD AND EXECUTE CONTRACTS FOR SERVICES BETWEEN THE CITY OF ENID COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND BOOKER T. WASHINGTON COMMUNITY CENTER; COMMUNITY DEVELOPMENT SUPPORT ASSOCIATION (CDSA); MAKING A DIFFERENCE INC.; AND ZOE KIDS' CAFE TO ADMINISTER THE B-18-40-0006 GRANT FUNDED ACTIVITIES.**

**BACKGROUND:**

The City of Enid, as an entitlement community for receipt of Community Development Block Grant (CDBG) funding, received a 2018 allocation of \$418,584.00. Booker T. Washington Community Center was allocated \$20,929.33 to assist with the afterschool youth program; CDSA was allocated \$71,922.00 to assist with its homeless prevention activities in the form of emergency repairs, barrier removal and delivery of HOME activities. Making a Difference Inc. was allocated \$20,929.33 for its afterschool program; and Zoe Kids' Café was allocated \$20,929.33 for its afterschool youth program.

Funding was approved for each activity by the City Commission on June 5, 2018 as part of the Fiscal Year 2018 Community Development Block Grant funding process. These agencies and the funded activities further the goals of the City of Enid as submitted in the five year consolidated plan to address decent housing, redevelopment activities, and assist in the enhancement of public services activities.

**RECOMMENDATION:**

Approve award of contracts.

**PRESENTER:**

Stephanie Moffitt, Grants Administrator

---

**Attachments**

B18 BTW Contract  
B18 Zoe Contract  
B18 MAD Contract  
B18 CDSA Contract

---



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

This Contract is made and entered into on this 2nd day of October 2018, by and between the City of Enid, Oklahoma, an Oklahoma Municipal Corporation, hereinafter called "City," and Booker T. Washington, Inc., an Oklahoma Non-Profit Corporation, hereinafter called "Subrecipient."

W I T N E S S E T H

**WHEREAS**, the City manages certain Community Development Block Grant (CDBG) funds from the B-18-MC-40-0006 Housing and Urban Development (HUD) contract; and,

**WHEREAS**, Subrecipient has made application for grant funds in the amount of twenty thousand nine hundred twenty nine dollars and 33/100 cents (\$20,929.33); and,

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

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

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

1. Statement of Work:

- A. Engagement of Subrecipient. The City hereby engages Subrecipient for Subrecipient to provide reimbursement for the After School Program at the Booker T. Washington for the benefit of the residents of the City of Enid. Subrecipient accepts such engagement pursuant to the terms and conditions set forth herein.
- B. Purpose. The purpose of this Contract is to state the terms, conditions and mutual understanding of the parties as to the manner in which the Subrecipient will receive and use CDBG funds.
- C. Scope of Engagement. Subrecipient shall provide an After School Program, including tutoring and recreational activities for youth, through Booker T. Washington, which is located in a designated Low/Moderate Income Census Tract with the City of Enid, Oklahoma, and serves very low, low and moderate income families of the city for one year from the date of execution of this Contract. Approved expenditures are those directly related to youth in the after school program. Activities include: Transportation fees and cost, insurance, utilities, equipment purchases, supplies, activity fees paid to third party and project delivery costs which includes payments for services proved directly to the program.

Administration costs are not to exceed 20% of the grant allocation.  
\$4,185.57

Total project cost is estimated at \$80,000.00 however; CDBG will only pay actual expenditures not to exceed \$20,929.33.

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

- 1) Ensure recognition of the CDBG funding source for this project in all publication and promotional materials.
- 2) Ensure that, to the greatest extent feasible, opportunities for training and employment arising in connection with this project will be extended to lower income project area residents.
- 3) To the greatest extent feasible, utilize business concerns located in, or substantially owned by residents of, the project area, in the award of subcontracts and the purchase of services and supplies.
- 4) All activities funded with CDBG funds must meet one of the CDBG Program’s National Objectives:
  - NATIONAL OBJECTIVE #1-Benefit low-and moderate-income persons.
  - NATIONAL OBJECTIVE #2-Aid in the prevention or elimination of slums or blight.
  - NATIONAL OBJECTIVE #3-Meet community development needs having a particular urgency (as defined in 24 CFR 570.208).

The Agency certifies that the activity carried out under this Agreement will meet National Objective #1 and provide accessible, affordable after-school programming to a minimum of forty (40) children from low-moderate income families who are Enid residents during FY 2018-19.

The Agency will determine client eligibility by requiring self-reported income certification on membership forms.

- D. Term. This contract shall be effective for one year from the date of execution, and all work required under this Contract shall be completed within that time.
- E. Grant Funds Approved. City shall provide grant funding in the amount of actual expenditures not to exceed twenty thousand nine hundred twenty nine dollars and 33/100 cents (\$20,929.33) from the B-18-MC-40-0006 HUD contract funding allocation under Public Services to administer the After School Program.
- F. Payment to Subrecipient. Subrecipient shall submit either an invoice requesting reimbursement for allowable expenses, or an original invoice for which the City will pay the vendor directly. All vendors must be approved and have a completed Form W-9, Canvass of Bids and a Non-Collusion Affidavit to accompany the

contractors bid. All expenditures must follow the City of Enid Procurement Policies and Procedures. Expenditures require a minimum of three (3) bids/quotes. Invoices require a "Claim or Invoice Affidavit" attached. The invoice submission will be reviewed for payment by the CDBG Director, City Manager and Chief Financial Officer and will be submitted for payment approval at a regularly scheduled meeting of the Mayor and Board of Commissioners after receipt of invoice, and if approved, will be paid within five (5) business days following the meeting. Invoices and supporting documents must be submitted fifteen (15) days prior to the scheduled City Commission meeting for review and processing procedures, otherwise, it will be submitted for approval at the following Mayor and Board of Commissioners regularly scheduled meeting. City shall not be responsible for any late fees incurred and will not reimburse Subrecipient for any late fees paid. Payments are made only from monies available to the City through the CDBG Program and are subject to the availability of such funds.

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

2. Records and Reports:

- A. Maintain sufficient records to enable the City and HUD to determine whether program objectives are being met as described in 24 CFR §§ 570.506 and 570.507, which are incorporated hereby as if fully setout herein.
- B. Provide City with monthly accomplishment reports for the duration of the project, but no less than twelve (12) months. Such reports shall be on a form provided by the City and shall include, at a minimum, program usage, number of participants, demographics, expenditures and shall be due to the City CDBG Office on or before the 10th day of the each month.
- C. Retain all books, documents, papers, records and other materials involving all activities and transactions related to this Contract for at least five (5) years from the date of submission of the final activity report, or until all audit findings have been resolved, whichever is later. Permit representatives of the City and HUD to have full access to and the right to fully examine all such material.
- D. The City shall have the right to inspect and audit any and all records related to this Project or to the qualification of the Subrecipient for this Grant at any reasonable time.

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

4. Uniform Administrative Requirements: Subrecipient shall comply with the requirements and standards of Office of Management and Budget (OMB) 2 CFR Part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards” (OMB Uniform Guidance), which is incorporated hereby as if fully setout herein.
  
5. Other Program Requirements:
  - A. Subrecipient shall comply with the requirements of 24 CFR Part 570, Subpart K, which is incorporated hereby as if fully setout herein, except:
    - 1) The City’s responsibilities described at 24 CFR § 57-.604; and
    - 2) The City’s responsibilities under the provisions of 24 CFR Part 52.
  - B. Subrecipient shall comply with the Single Audit Act of 1984, 31 USC § 7501, *et seq.*, which is incorporated hereby as if fully setout herein. Subrecipient shall, in a timely manner, provide the City with copies of reports on any audits that include funds received from City. In the event an audit results in the determination that Subrecipient has expended contract funds on unallowable costs, Subrecipient shall immediately reimburse the City in full for all such costs. Subrecipient shall be exempt from this Act if expending less than seven hundred fifty thousand dollars (\$750,000.00) per year in federal funds, but records must be available for review and/or audit by appropriate officials of federal agencies, pass-through entities such as the City, and the General Accounting Office (GAO).
  - C. Conditions for Religious Organizations. Subrecipient agrees that funds provided under this Contract shall not be utilized for religious activities, to promote religious interest, or for the benefit of any religious organization, in accordance with 24 CFR § 570.200(j), which is incorporated hereby as if fully setout herein.
  - D. No employee, officer or agent shall participate in the selection, award or administration of a Contract supported by federal funds if a real or apparent conflict of interest might arise. Subrecipient shall comply with all regulations regarding contracting, procurement and conflict of interest, as set forth in 24 CFR Part 84, Subpart C; 24 CFR Part 85, Subpart C; and 24 CFR 570.611, all of which are incorporated hereby as if fully setout herein.
  - E. Subrecipient shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 135, which is incorporated hereby as if fully setout herein.
  - F. Subrecipient shall comply with the provisions of the Davis-Bacon Prevailing Wage Act.
  
6. Suspension and Termination:

- A. This agreement may be terminated or suspended, in whole or in part, by written consent of the parties.
  - B. Upon default by Subrecipient, City may:
    - 1) Temporarily withhold payments pending correction of the deficiency by Subrecipient; and
    - 2) Disallow all or part of the cost of the activity or action not in compliance; and
    - 3) Suspend or terminate, in whole or in part, this Contract; and
    - 4) Require Subrecipient to return funds to the City and/or disqualify Subrecipient from future funding; and
    - 5) Take any other legally available remedy.
  - C. In the event of termination or suspension, all materials and/or equipment purchased under this Contract shall, at the option of the City, become the property of the City, and Subrecipient shall be entitled to payment for otherwise valid and allowable obligations which were incurred in good faith prior to notice of such action. This option of the City constitutes a security interest in any materials and/or equipment purchased or property improved by expenditure of funds under this Contract for as long as such materials and/or equipments or improvements have any value, unless the City declines its option or releases its security interest.
7. Reversion of Assets: At the time this Contract expires, all CDBG funds on hand at the time of expiration, if any, including accounts receivable, shall be transferred to the City. Additionally, any real property acquired or improved, in whole or in part, by CDBG funds in excess of twenty-five thousand dollars (\$25,000.00) shall, for five (5) years following the expiration of this Contract, continue to be used to meet the national objectives outlined in 24 CFR § 570.208, which is incorporated hereby as if fully setout herein.
8. General:
- A. Duties of the City.
    - 1) Upon request by Subrecipient, CDBG staff will provide technical assistance, including, but not limited to, preparation and review of the work write-up and cost estimates.
    - 2) CDBG staff may perform periodic site visits to ascertain that contracted services are proceeding properly and in a satisfactory manner.

- 3) Mediate in the event of a dispute between Subrecipient and any in the event of dissatisfaction of work performed by a contractor.
- B. Compliance with Laws. Subrecipient shall conduct its business under the terms of this Contract in such a manner that it does not violate Federal, State, or local laws or regulations applicable to the conduct of its operations under the terms of this contract. Funding provided under this Contract shall be conditioned upon Subrecipient's compliance with all applicable laws and regulations.
- C. Insurance. Until the work is complete, Subrecipient shall carry sufficient insurance coverage to protect Contract assets from loss due to theft, fraud and/or undue physical damage.
- D. Indemnification and Hold Harmless.
- 1) Subrecipient shall defend, indemnify and hold harmless the City and any and all officers, agents and employees of the City, against all damages, including but not limited to, any loss, liability, expense, suit, or claim for injury to persons or damages to property arising out of the activities of Subrecipient, its employees and agents under or in connection with this Contract, whether or not any act or omission complained of is authorized, allowed or prohibited by Subrecipient and all reasonable expenses together with all damages and penalties thereto. Expenses shall include, without limitation, all out-of-pocket expenses, attorney's fees, witness fees, and discovery costs.
  - 2) Subrecipient shall defend, indemnify and hold harmless the City and any and all officers, agents and employees of the City, from any claim or amount recovered as a result of infringement of patent, trademark or copyright, or from any claim or amounts arising or recovered under Workers' Compensation or any other laws.
- E. Integration and Amendments.
- 1) This Contract constitutes the entire agreement between the parties. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this Contract.
  - 2) This Contract is subject to such modification as may be required by federal law or regulations. Any such modification may be done unilaterally by the City.
  - 3) In the event the parties fail to agree on changes or interpretations of this Contract, the decision of the City shall prevail. No course of dealings involving the parties hereto and no usage of trade shall be relevant or admissible to interpret, supplement, explain or in any way vary any of the terms expressly set forth in this Contract.

- 4) Except as otherwise provided in this Contract, the total grant award may be modified only by written agreement of all the parties to this Contract. Such modification shall be in the form of an amendment which specifically references this Contract.
  - 5) Any amendment to this Contract shall be attached to this Contract and all of the terms in this Contract not addressed in the amendment shall remain in full force and effect.
- F. Default. Under this contract, default occurs when Subrecipient fails to keep, observe, or perform any material agreement, term, or provision of this Contract, including applicable laws and regulations, to be kept, observed, or performed by it.
- G. Non-Discrimination. The parties covenant (1) that no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this Contract on the ground of race, color, age, sex, handicap, or national origin; and (2) that, in carrying out the terms and conditions of this Contract, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or national origin.
- H. Independent Status of Subrecipient. Subrecipient is a separate, legal entity from the City and the parties make this Contract accordingly. All persons working for Subrecipient under this contract shall be employees of Subrecipient and shall not be considered employees of the City. The hiring, discharge, supervision, and management of the employees of Subrecipient who provide services under this contract, including, but not limited to, the determination from time to time of the qualifications of such Subrecipient employees who are required to perform the duties of Subrecipient, and the establishment, revision, and administration of wage scales, rates of compensation, conditions of employment, and job and position descriptions with respect to all such employees of Subrecipient hereunder shall be within the sole direction of Subrecipient.
- I. Choice of Law. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this contract may be brought against any of the parties in the courts of the State of Oklahoma, County of Garfield, or, if it has or can acquire jurisdiction, in the United States District Court for the Western District of Oklahoma, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.
- J. Interpretation of Law. This contract shall be deemed to have been made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma.

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

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

SUBRECIPIENT: Booker T. Washington  
800 S. 5th  
Enid, Ok 73701

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

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



S. Governmental Tort Claims Act. By entering into this Agreement, City and its "employees," as defined by the Governmental Tort Claims Act, 51 Okla. Stat. § 151 et seq., do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Agreement modifies and/or waives any provision of the Local Government Tort Claims Act.

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

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

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

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

(SEAL)

ATTEST:

\_\_\_\_\_  
Alissa Lack, City Clerk

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

"SUBRECIPIENT"  
Booker T. Washington  
an Oklahoma Non-Profit Corporation

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

WITNESS:

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

\_\_\_\_\_  
Signature

**COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT BETWEEN  
THE CITY OF ENID AND ZOE LIFE CHURCH/ZOE KIDS CAFE.**

This Contract is made and entered into on this 2nd day of October 2018, by and between the City of Enid, Oklahoma, an Oklahoma Municipal Corporation, hereinafter called "City," and Zoe Kids Cafe, an Oklahoma Non-Profit Corporation, hereinafter called "Subrecipient."

W I T N E S S E T H

**WHEREAS**, the City manages certain Community Development Block Grant (CDBG) funds from the B-18-MC-40-0006 Housing and Urban Development (HUD) contract; and,

**WHEREAS**, Subrecipient has made application for grant funds in the amount of twenty thousand nine hundred twenty nine dollars and 33/100 cents (\$20,929.33); and,

**WHEREAS**, the City has reviewed Subrecipient's plan to provide tutoring, recreational and nutritional services for the After School Program at Zoe Life Church; and,

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

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

1. Statement of Work:

- A. Engagement of Subrecipient. The City hereby engages Subrecipient for Subrecipient to provide reimbursement for the After School Program at the Zoe Life Church/Zoe Kids Cafe for the benefit of the residents of the City of Enid. Subrecipient accepts such engagement pursuant to the terms and conditions set forth herein.
- B. Purpose. The purpose of this Contract is to state the terms, conditions and mutual understanding of the parties as to the manner in which the Subrecipient will receive and use CDBG funds.
- C. Scope of Engagement. Subrecipient shall provide an After School Program for youth, which must include tutoring services, recreational activities and meals each day the program is in session. The location of the services is at Zoe Kids Café that is located in a designated Low/Moderate Income Census Tract with the City of Enid, Oklahoma, and serves very low, low and moderate income families of the city for one year from the date of execution of this Contract. Off-site activities are considered field trips and are permitted with approval by the CDBG Director. Approved expenditures are those directly related to youth in the after school program. Activities include: Transportation fees and costs, insurance, utilities,

equipment purchases, supplies, activity fees paid to third party and project delivery costs which includes payments for services provided directly to the program.

Administration costs are not to exceed 20% of the grant allocation.  
\$4,185.87

CDBG will only pay actual expenditures not to exceed \$20,929.33.

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

- 1) Ensure recognition of the CDBG funding source for this project in all publication and promotional materials.
- 2) Ensure that, to the greatest extent feasible, opportunities for training and employment arising in connection with this project will be extended to lower income project area residents.
- 3) To the greatest extent feasible, utilize business concerns located in, or substantially owned by residents of, the project area, in the award of subcontracts and the purchase of services and supplies.
- 4) All activities funded with CDBG funds must meet one of the CDBG Program’s National Objectives:
  - NATIONAL OBJECTIVE #1-Benefit low-and moderate-income persons.
  - NATIONAL OBJECTIVE #2-Aid in the prevention or elimination of slums or blight.
  - NATIONAL OBJECTIVE #3-Meet community development needs having a particular urgency (as defined in 24 CFR 570.208).

The Agency certifies that the activity carried out under this Agreement will meet National Objective #1 and provide accessible, affordable after-school programming to a minimum of forty (40) children from low-moderate income families who are Enid residents during FY 2018-19.

The Agency will determine client eligibility by requiring self-reported income certification on membership forms.

- D. Term. This contract shall be effective for one year from the date of execution, and all work required under this Contract shall be completed within that time.
- E. Grant Funds Approved. City shall provide grant funding in the amount of actual expenditures not to exceed twenty thousand nine hundred twenty nine dollars and 33/100 cents (\$20,929.33) from the B-18-MC-40-0006 HUD contract funding allocation under Public Services to administer the After School Program.
- F. Payment to Subrecipient. Subrecipient shall submit either an invoice requesting reimbursement for allowable expenses, or an original invoice for which the City

will pay the vendor directly. All vendors must be approved and have a completed Form W-9, Canvass of Bids and a Non-Collusion Affidavit to accompany the contractors bid. All expenditures must follow the City of Enid Procurement Policies and Procedures. Expenditures require a minimum of three (3) bids/quotes. Invoices require a "Claim or Invoice Affidavit" attached. The invoice submission will be reviewed for payment by the CDBG Director, City Manager and Chief Financial Officer and will be submitted for payment approval at a regularly scheduled meeting of the Mayor and Board of Commissioners after receipt of invoice, and if approved, will be paid within five (5) business days following the meeting. Invoices and supporting documents must be submitted fifteen (15) days prior to the scheduled City Commission meeting for review and processing procedures, otherwise, it will be submitted for approval at the following Mayor and Board of Commissioners regularly scheduled meeting. City shall not be responsible for any late fees incurred and will not reimburse Subrecipient for any late fees paid. Payments are made only from monies available to the City through the CDBG Program and are subject to the availability of such funds.

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

2. Records and Reports:

- A. Maintain sufficient records to enable the City and HUD to determine whether program objectives are being met as described in 24 CFR §§ 570.506 and 570.507, which are incorporated hereby as if fully setout herein.
- B. Provide City with monthly accomplishment reports for the duration of the project, but no less than twelve (12) months. Such reports shall be on a form provided by the City and shall include, at a minimum, center usage and number of participants, and shall be due to the City CDBG Office on or before the 10th day of the each month.
- C. Retain all books, documents, papers, records and other materials involving all activities and transactions related to this Contract for at least five (5) years from the date of submission of the final activity report, or until all audit findings have been resolved, whichever is later. Permit representatives of the City and HUD to have full access to and the right to fully examine all such material.
- D. The City shall have the right to inspect and audit any and all records related to this Project or to the qualification of the Subrecipient for this Grant at any reasonable time.

3. Program Income: In accordance with 24 CFR § 570.504(c), any program income, as defined in 24 CFR § 570.500, received by Subrecipient shall be returned to the City.
4. Uniform Administrative Requirements: Subrecipient shall comply with the requirements and standards of Office of Management and Budget (OMB) 2 CFR Part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards” (OMB Uniform Guidance), which is incorporated hereby as if fully setout herein.
5. Other Program Requirements:
  - A. Subrecipient shall comply with the requirements of 24 CFR Part 570, Subpart K, which is incorporated hereby as if fully setout herein, except:
    - 1) The City’s responsibilities described at 24 CFR § 57-.604; and
    - 2) The City’s responsibilities under the provisions of 24 CFR Part 52.
  - B. Subrecipient shall comply with the Single Audit Act of 1984, 31 USC § 7501, *et seq.*, which is incorporated hereby as if fully setout herein. Subrecipient shall, in a timely manner, provide the City with copies of reports on any audits that include funds received from City. In the event an audit results in the determination that Subrecipient has expended contract funds on unallowable costs, Subrecipient shall immediately reimburse the City in full for all such costs. Subrecipient shall be exempt from this Act if expending less than seven hundred fifty thousand dollars (\$750,000.00) per year in federal funds, but records must be available for review and/or audit by appropriate officials of federal agencies, pass-through entities such as the City, and the General Accounting Office (GAO).
  - C. Conditions for Religious Organizations. Subrecipient agrees that funds provided under this Contract shall not be utilized for religious activities, to promote religious interest, or for the benefit of any religious organization, in accordance with 24 CFR § 570.200(j), which is incorporated hereby as if fully setout herein.
  - D. No employee, officer or agent shall participate in the selection, award or administration of a Contract supported by federal funds if a real or apparent conflict of interest might arise. Subrecipient shall comply with all regulations regarding contracting, procurement and conflict of interest, as set forth in 24 CFR Part 84, Subpart C; 24 CFR Part 85, Subpart C; and 24 CFR 570.611, all of which are incorporated hereby as if fully setout herein.
  - E. Subrecipient shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 135, which is incorporated hereby as if fully setout herein.

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

6. Suspension and Termination:

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

B. Upon default by Subrecipient, City may:

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

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

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

8. General:

A. Duties of the City.

- 1) Upon request by Subrecipient, CDBG staff will provide technical assistance, including, but not limited to, preparation and review of the work write-up and cost estimates.

- 2) CDBG staff may perform periodic site visits to ascertain that contracted services are proceeding properly and in a satisfactory manner.
  - 3) Mediate in the event of a dispute between Subrecipient and any in the event of dissatisfaction of work performed by a contractor.
- B. Compliance with Laws. Subrecipient shall conduct its business under the terms of this Contract in such a manner that it does not violate Federal, State, or local laws or regulations applicable to the conduct of its operations under the terms of this contract. Funding provided under this Contract shall be conditioned upon Subrecipient's compliance with all applicable laws and regulations.
- C. Insurance. Until the work is complete, Subrecipient shall carry sufficient insurance coverage to protect Contract assets from loss due to theft, fraud and/or undue physical damage.
- D. Indemnification and Hold Harmless.
- 1) Subrecipient shall defend, indemnify and hold harmless the City and any and all officers, agents and employees of the City, against all damages, including but not limited to, any loss, liability, expense, suit, or claim for injury to persons or damages to property arising out of the activities of Subrecipient, its employees and agents under or in connection with this Contract, whether or not any act or omission complained of is authorized, allowed or prohibited by Subrecipient and all reasonable expenses together with all damages and penalties thereto. Expenses shall include, without limitation, all out-of-pocket expenses, attorney's fees, witness fees, and discovery costs.
  - 2) Subrecipient shall defend, indemnify and hold harmless the City and any and all officers, agents and employees of the City, from any claim or amount recovered as a result of infringement of patent, trademark or copyright, or from any claim or amounts arising or recovered under Workers' Compensation or any other laws.
- E. Integration and Amendments.
- 1) This Contract constitutes the entire agreement between the parties. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this Contract.
  - 2) This Contract is subject to such modification as may be required by federal law or regulations. Any such modification may be done unilaterally by the City.

- 3) In the event the parties fail to agree on changes or interpretations of this Contract, the decision of the City shall prevail. No course of dealings involving the parties hereto and no usage of trade shall be relevant or admissible to interpret, supplement, explain or in any way vary any of the terms expressly set forth in this Contract.
  - 4) Except as otherwise provided in this Contract, the total grant award may be modified only by written agreement of all the parties to this Contract. Such modification shall be in the form of an amendment which specifically references this Contract.
  - 5) Any amendment to this Contract shall be attached to this Contract and all of the terms in this Contract not addressed in the amendment shall remain in full force and effect.
- F. Default. Under this contract, default occurs when Subrecipient fails to keep, observe, or perform any material agreement, term, or provision of this Contract, including applicable laws and regulations, to be kept, observed, or performed by it.
- G. Non-Discrimination. The parties covenant (1) that no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this Contract on the ground of race, color, age, sex, handicap, or national origin; and (2) that, in carrying out the terms and conditions of this Contract, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or national origin.
- H. Independent Status of Subrecipient. Subrecipient is a separate, legal entity from the City and the parties make this Contract accordingly. All persons working for Subrecipient under this contract shall be employees of Subrecipient and shall not be considered employees of the City. The hiring, discharge, supervision, and management of the employees of Subrecipient who provide services under this contract, including, but not limited to, the determination from time to time of the qualifications of such Subrecipient employees who are required to perform the duties of Subrecipient, and the establishment, revision, and administration of wage scales, rates of compensation, conditions of employment, and job and position descriptions with respect to all such employees of Subrecipient hereunder shall be within the sole direction of Subrecipient.
- I. Choice of Law. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this contract may be brought against any of the parties in the courts of the State of Oklahoma, County of Garfield, or, if it has or can acquire jurisdiction, in the United States District Court for the Western District of Oklahoma, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.



J. Interpretation of Law. This contract shall be deemed to have been made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma.

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

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

SUBRECIPIENT: Zoe Kids Cafe  
729 E. Maine Ave.  
Enid, Ok 73701

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

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

M. Construction. Captions and other headings contained in this contract are for reference and identification purposes only and do not alter, modify, amend, limit, or restrict the contractual obligations of the parties.

N. Binding Effect. This contract binds the parties and any successors and assigns of the parties.

O. Severability. If any one or more of the sections, sentences, clauses, or parts be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this contract.

P. Third Party Beneficiaries. Nothing in this contract, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Agreement, except as provided expressly herein.

Q. Good Faith and Best Efforts. City and Subrecipient agree to perform obligations under this Contract in good faith and to use their respective best efforts to ensure that the each perform in a timely manner.

R. Employment Verification. The City of Enid requires all grant subrecipients to verify that employees working pursuant to contracts with the City of Enid are legally authorized to work in the United States. Subrecipient agrees to verify and document

the employment eligibility of all employees who may perform services pursuant to this Contract. Subrecipient also agrees to require all subcontractors who perform services under this Contract to verify and document the employment eligibility of all employees who may perform services pursuant to this Contract.

- S. Governmental Tort Claims Act. By entering into this Agreement, City and its “employees,” as defined by the Governmental Tort Claims Act, 51 Okla. Stat. § 151 et seq., do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Agreement modifies and/or waives any provision of the Local Government Tort Claims Act.

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

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

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

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

(SEAL)

ATTEST:

\_\_\_\_\_  
Alissa Lack, City Clerk

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

"SUBRECIPIENT"  
Zoe Kids Café  
an Oklahoma Non-Profit Corporation

\_\_\_\_\_  
Cornelius Pitts, Executive Director

WITNESS:

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

\_\_\_\_\_  
Signature

**COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT BETWEEN  
THE CITY OF ENID AND MAKING A DIFFERENCE, INC.**

This Contract is made and entered into on this 2nd day of October 2018, by and between the City of Enid, Oklahoma, an Oklahoma Municipal Corporation, hereinafter called "City," and Making a Difference, Inc., an Oklahoma Non-Profit Corporation, hereinafter called "Subrecipient."

W I T N E S S E T H

**WHEREAS**, the City manages certain Community Development Block Grant (CDBG) funds from the B-18-MC-40-0006 Housing and Urban Development (HUD) contract; and,

**WHEREAS**, Subrecipient has made application for grant funds in the amount of twenty thousand nine hundred twenty nine dollars and 33/100 cents (\$20,929.33); and,

**WHEREAS**, the City has reviewed Subrecipient's plan to provide tutoring, recreational and nutritional services for the After School Program at the Longfellow Middle School; and,

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

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

1. Statement of Work:

- A. Engagement of Subrecipient. The City hereby engages Subrecipient for Subrecipient to provide reimbursement to Making a Difference Inc. for the After School Program at the Longfellow Middle School for the benefit of the residents of the City of Enid. Subrecipient accepts such engagement pursuant to the terms and conditions set forth herein.
- B. Purpose. The purpose of this Contract is to state the terms, conditions and mutual understanding of the parties as to the manner in which the Subrecipient will receive and use CDBG funds.
- C. Scope of Engagement. Subrecipient shall provide an After School Program for youth, which must include tutoring services, recreational activities and meals each day the program is in session. The location of the services must be at Longfellow Middle School, 900 E. Broadway Avenue that is located in a designated Low/Moderate Income Census Tract with the City of Enid, Oklahoma, and serves very low, low and moderate income families of the city for one year from the date of execution of this Contract. Off-site activities are considered field trips and are permitted with approval by the CDBG Director. Approved expenditures are those

directly related to youth in the after school program. Activities include: Transportation fees and costs, insurance, utilities, equipment purchases, supplies, activity fees paid to third party and project delivery costs which includes payments for services provided directly to the program.

Administration costs are not to exceed 20% of the grant allocation.  
\$4,185.87

CDBG will only pay actual expenditures not to exceed \$20,929.33.

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

- 1) Ensure recognition of the CDBG funding source for this project in all publication and promotional materials.
- 2) Ensure that, to the greatest extent feasible, opportunities for training and employment arising in connection with this project will be extended to lower income project area residents.
- 3) To the greatest extent feasible, utilize business concerns located in, or substantially owned by residents of, the project area, in the award of subcontracts and the purchase of services and supplies.
- 4) All activities funded with CDBG funds must meet one of the CDBG Program’s National Objectives:
  - NATIONAL OBJECTIVE #1-Benefit low-and moderate-income persons.
  - NATIONAL OBJECTIVE #2-Aid in the prevention or elimination of slums or blight.
  - NATIONAL OBJECTIVE #3-Meet community development needs having a particular urgency (as defined in 24 CFR 570.208).

The Agency certifies that the activity carried out under this Agreement will meet National Objective #1 and provide accessible, affordable after-school programming to a minimum of forty (40) children from low-moderate income families who are Enid residents during FY 2018-19.

The Agency will determine client eligibility by requiring self-reported income certification on membership forms.

D. Term. This contract shall be effective for one year from the date of execution, and all work required under this Contract shall be completed within that time.

E. Grant Funds Approved. City shall provide grant funding in the amount of actual expenditures not to exceed twenty thousand nine hundred twenty nine dollars and 33/100 cents (\$20,929.33) from the B-18-MC-40-0006 HUD contract funding allocation under Public Services to administer the After School Program.

- F. Payment to Subrecipient. Subrecipient shall submit either an invoice requesting reimbursement for allowable expenses, or an original invoice for which the City will pay the vendor directly. All vendors must be approved and have a completed Form W-9, Canvass of Bids and a Non-Collusion Affidavit to accompany the contractors bid. All expenditures must follow the City of Enid Procurement Policies and Procedures. Expenditures require a minimum of three (3) bids/quotes. Invoices require a “Claim or Invoice Affidavit” attached. The invoice submission will be reviewed for payment by the CDBG Director, City Manager and Chief Financial Officer and will be submitted for payment approval at a regularly scheduled meeting of the Mayor and Board of Commissioners after receipt of invoice, and if approved, will be paid within five (5) business days following the meeting. Invoices and supporting documents must be submitted fifteen (15) days prior to the scheduled City Commission meeting for review and processing procedures, otherwise, it will be submitted for approval at the following Mayor and Board of Commissioners regularly scheduled meeting. City shall not be responsible for any late fees incurred and will not reimburse Subrecipient for any late fees paid. Payments are made only from monies available to the City through the CDBG Program and are subject to the availability of such funds.
  
- G. Timeliness. Funds not expended within twelve (12) months of the date of execution of this Contract shall be considered for extension only upon written request of Subrecipient and approval by CDBG staff. CDBG staff reserves the right to reallocate any unexpended funds, and the extension of funds is in the sole discretion of CDBG staff.

2. Records and Reports:

- A. Maintain sufficient records to enable the City and HUD to determine whether program objectives are being met as described in 24 CFR §§ 570.506 and 570.507, which are incorporated hereby as if fully setout herein.
  
- B. Provide City with monthly accomplishment reports for the duration of the project, but no less than twelve (12) months. Such reports shall be on a form provided by the City and shall include, at a minimum, program usage, number of participants, demographics, expenditures and shall be due to the City CDBG Office on or before the 10th day of the each month.
  
- C. Retain all books, documents, papers, records and other materials involving all activities and transactions related to this Contract for at least five (5) years from the date of submission of the final activity report, or until all audit findings have been resolved, whichever is later. Permit representatives of the City and HUD to have full access to and the right to fully examine all such material.

- D. The City shall have the right to inspect and audit any and all records related to this Project or to the qualification of the Subrecipient for this Grant at any reasonable time.
3. Program Income: In accordance with 24 CFR § 570.504(c), any program income, as defined in 24 CFR § 570.500, received by Subrecipient shall be returned to the City.
4. Uniform Administrative Requirements: Subrecipient shall comply with the requirements and standards of Office of Management and Budget (OMB) 2 CFR Part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards” (OMB Uniform Guidance), which is incorporated hereby as if fully setout herein.
5. Other Program Requirements:
- A. Subrecipient shall comply with the requirements of 24 CFR Part 570, Subpart K, which is incorporated hereby as if fully setout herein, except:
- 1) The City’s responsibilities described at 24 CFR § 57-.604; and
  - 2) The City’s responsibilities under the provisions of 24 CFR Part 52.
- B. Subrecipient shall comply with the Single Audit Act of 1984, 31 USC § 7501, *et seq.*, which is incorporated hereby as if fully setout herein. Subrecipient shall, in a timely manner, provide the City with copies of reports on any audits that include funds received from City. In the event an audit results in the determination that Subrecipient has expended contract funds on unallowable costs, Subrecipient shall immediately reimburse the City in full for all such costs. Subrecipient shall be exempt from this Act if expending less than seven hundred fifty thousand dollars (\$750,000.00) per year in federal funds, but records must be available for review and/or audit by appropriate officials of federal agencies, pass-through entities such as the City, and the General Accounting Office (GAO).
- C. Conditions for Religious Organizations. Subrecipient agrees that funds provided under this Contract shall not be utilized for religious activities, to promote religious interest, or for the benefit of any religious organization, in accordance with 24 CFR § 570.200(j), which is incorporated hereby as if fully setout herein.
- D. No employee, officer or agent shall participate in the selection, award or administration of a Contract supported by federal funds if a real or apparent conflict of interest might arise. Subrecipient shall comply with all regulations regarding contracting, procurement and conflict of interest, as set forth in 24 CFR Part 84, Subpart C; 24 CFR Part 85, Subpart C; and 24 CFR 570.611, all of which are incorporated hereby as if fully setout herein.

- E. Subrecipient shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 135, which is incorporated hereby as if fully setout herein.
  - F. Subrecipient shall comply with the provisions of the Davis-Bacon Prevailing Wage Act.
6. Suspension and Termination:
- A. This agreement may be terminated or suspended, in whole or in part, by written consent of the parties.
  - B. Upon default by Subrecipient, City may:
    - 1) Temporarily withhold payments pending correction of the deficiency by Subrecipient; and
    - 2) Disallow all or part of the cost of the activity or action not in compliance; and
    - 3) Suspend or terminate, in whole or in part, this Contract; and
    - 4) Require Subrecipient to return funds to the City and/or disqualify Subrecipient from future funding; and
    - 5) Take any other legally available remedy.
  - C. In the event of termination or suspension, all materials and/or equipment purchased under this Contract shall, at the option of the City, become the property of the City, and Subrecipient shall be entitled to payment for otherwise valid and allowable obligations which were incurred in good faith prior to notice of such action. This option of the City constitutes a security interest in any materials and/or equipment purchased or property improved by expenditure of funds under this Contract for as long as such materials and/or equipments or improvements have any value, unless the City declines its option or releases its security interest.
7. Reversion of Assets: At the time this Contract expires, all CDBG funds on hand at the time of expiration, if any, including accounts receivable, shall be transferred to the City. Additionally, any real property acquired or improved, in whole or in part, by CDBG funds in excess of twenty-five thousand dollars (\$25,000.00) shall, for five (5) years following the expiration of this Contract, continue to be used to meet the national objectives outlined in 24 CFR § 570.208, which is incorporated hereby as if fully setout herein.
8. General:

A. Duties of the City.

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

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

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

D. Indemnification and Hold Harmless.

- 1) Subrecipient shall defend, indemnify and hold harmless the City and any and all officers, agents and employees of the City, against all damages, including but not limited to, any loss, liability, expense, suit, or claim for injury to persons or damages to property arising out of the activities of Subrecipient, its employees and agents under or in connection with this Contract, whether or not any act or omission complained of is authorized, allowed or prohibited by Subrecipient and all reasonable expenses together with all damages and penalties thereto. Expenses shall include, without limitation, all out-of-pocket expenses, attorney's fees, witness fees, and discovery costs.
- 2) Subrecipient shall defend, indemnify and hold harmless the City and any and all officers, agents and employees of the City, from any claim or amount recovered as a result of infringement of patent, trademark or copyright, or from any claim or amounts arising or recovered under Workers' Compensation or any other laws.

E. Integration and Amendments.

- 1) This Contract constitutes the entire agreement between the parties. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this Contract.



- 2) This Contract is subject to such modification as may be required by federal law or regulations. Any such modification may be done unilaterally by the City.
  - 3) In the event the parties fail to agree on changes or interpretations of this Contract, the decision of the City shall prevail. No course of dealings involving the parties hereto and no usage of trade shall be relevant or admissible to interpret, supplement, explain or in any way vary any of the terms expressly set forth in this Contract.
  - 4) Except as otherwise provided in this Contract, the total grant award may be modified only by written agreement of all the parties to this Contract. Such modification shall be in the form of an amendment which specifically references this Contract.
  - 5) Any amendment to this Contract shall be attached to this Contract and all of the terms in this Contract not addressed in the amendment shall remain in full force and effect.
- F. Default. Under this contract, default occurs when Subrecipient fails to keep, observe, or perform any material agreement, term, or provision of this Contract, including applicable laws and regulations, to be kept, observed, or performed by it.
- G. Non-Discrimination. The parties covenant (1) that no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this Contract on the ground of race, color, age, sex, handicap, or national origin; and (2) that, in carrying out the terms and conditions of this Contract, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or national origin.
- H. Independent Status of Subrecipient. Subrecipient is a separate, legal entity from the City and the parties make this Contract accordingly. All persons working for Subrecipient under this contract shall be employees of Subrecipient and shall not be considered employees of the City. The hiring, discharge, supervision, and management of the employees of Subrecipient who provide services under this contract, including, but not limited to, the determination from time to time of the qualifications of such Subrecipient employees who are required to perform the duties of Subrecipient, and the establishment, revision, and administration of wage scales, rates of compensation, conditions of employment, and job and position descriptions with respect to all such employees of Subrecipient hereunder shall be within the sole direction of Subrecipient.
- I. Choice of Law. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this contract may be brought against any of the parties in the courts of the State of Oklahoma, County of Garfield, or, if it has or can acquire jurisdiction, in the United States District Court for the Western

District of Oklahoma, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

J. Interpretation of Law. This contract shall be deemed to have been made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma.

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

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

SUBRECIPIENT: Making a Difference, Inc.  
1420 W. Owen K. Garriott Rd.  
Enid, Ok 73703

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

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

M. Construction. Captions and other headings contained in this contract are for reference and identification purposes only and do not alter, modify, amend, limit, or restrict the contractual obligations of the parties.

N. Binding Effect. This contract binds the parties and any successors and assigns of the parties.

O. Severability. If any one or more of the sections, sentences, clauses, or parts be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this contract.

P. Third Party Beneficiaries. Nothing in this contract, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Agreement, except as provided expressly herein.

Q. Good Faith and Best Efforts. City and Subrecipient agree to perform obligations under this Contract in good faith and to use their respective best efforts to ensure that the each perform in a timely manner.

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

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

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

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

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

(SEAL)

ATTEST:

\_\_\_\_\_  
Alissa Lack, City Clerk

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

"SUBRECIPIENT"  
Making a Difference, Inc.  
an Oklahoma Non-Profit Corporation

\_\_\_\_\_  
Justin Simmons, Executive Director

WITNESS:

\_\_\_\_\_  
Signature

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

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

This Contract is made and entered into on this 2nd day of October 2018, by and between the City of Enid, Oklahoma, an Oklahoma Municipal Corporation, hereinafter called "City," and the Community Development Support Association, Inc., an Oklahoma Non-Profit Corporation, hereinafter called "Subrecipient."

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

**WHEREAS**, the City manages certain Community Development Block Grant (CDBG) funds from the B-18-MC-40-0006 Housing and Urban Development (HUD) contract; and,

**WHEREAS**, Subrecipient has made application for grant funds in the amount of Seventy one thousand nine hundred twenty two dollars and no cents (\$71,922.00); and,

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

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

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

1. Statement of Work:

- A. Engagement of Subrecipient. The City hereby engages Subrecipient for Subrecipient to provide emergency home repairs, barrier removal assistance and HOME delivery activities to qualified individuals, for the benefit of the residents of the City of Enid. HOME delivery administration matching funds cap shall be twenty percent (20%) of total CDBG award. Subrecipient accepts such engagement pursuant to the terms and conditions set forth herein.
- B. Purpose. The purpose of this Contract is to state the terms, conditions and mutual understanding of the parties as to the manner in which the Subrecipient will receive and use CDBG funds.
- C. Scope of Engagement. Subrecipient shall provide HOME delivery projects (subject to 20% cap), emergency home repairs and barrier removal to qualified individuals for one year from the date of execution of this Contract. Such scope of services ("services") shall include the following:

- 1) Ensure recognition of the CDBG funding source for this project in all publication and promotional materials.
  - 2) Ensure that, to the greatest extent feasible, opportunities for training and employment arising in connection with this project will be extended to lower income project area residents.
  - 3) To the greatest extent feasible, utilize business concerns located in, or substantially owned by residents of, the project area, in the award of subcontracts and the purchase of services and supplies.
- D. Term. This contract shall be effective for one year from the date of execution, and all services required under this Contract shall be completed within that time.
- E. Grant Funds Approved. City shall provide grant funding in the amount of actual expenditures not to exceed seventy one thousand nine hundred twenty two dollars and no cents (\$71,922.00) from the B-18-MC-40-0006 HUD contract funding allocation. Emergency Repairs and Barrier Removal costs to prevent homelessness in the amount of \$57,538.00 and HOME delivery costs not to exceed \$14,384.00. The entire allocation of \$71,922.00 may be used for emergency repairs and barrier removal, the cap of 20% applies to HOME delivery charges.
- F. Payment to Subrecipient. Subrecipient shall submit either an invoice requesting reimbursement for allowable expenses, or an original invoice for which the City will pay the vendor directly. The submission will be reviewed for payment at a regularly scheduled meeting of the Mayor and Board of Commissioners after receipt of invoice, and if approved, will be paid within five (5) business days following the meeting. Invoices, affidavits, accomplishment reports and all other supporting documents must be submitted two weeks prior to City Council meeting for processing. City shall not be responsible for any late fees incurred and will not reimburse Subrecipient for any late fees paid. Payments are made only from monies available to the City through the CDBG Program and are subject to the availability of such funds.
- G. Timeliness. Funds not expended within twelve (12) months of the date of execution of this Contract shall be considered for extension only upon written request of Subrecipient and approval by CDBG staff. CDBG staff reserves the right to reallocate any unexpended funds, and the extension of funds is in the sole discretion of CDBG staff.
2. Records and Reports:

- A. Maintain sufficient records to enable the City and HUD to determine whether program objectives are being met as described in 24 CFR §§ 570.506 and 570.507, which are incorporated hereby as if fully setout herein.
  - B. Provide City with quarterly accomplishment reports for the duration of the project, but no less than twelve (12) months. Such reports shall be on a form provided by the City and shall include, at a minimum, program usage, number of participants, and expenditures and shall be due to the City CDBG Office on or before the 10th day of each month following each quarter. Reports are due even on months with no activity or expenditures beginning the date of this contract and ending when contract expires. The final report and invoice is due on or before the 10<sup>th</sup> day following the expiration of this contract.
  - C. Retain all books, documents, papers, records and other materials involving all activities and transactions related to this Contract for at least five (5) years from the date of submission of the final activity report, or until all audit findings have been resolved, whichever is later. Permit representatives of the City and HUD to have full access to and the right to fully examine all such material.
  - D. The City shall have the right to inspect and audit any and all records related to this Project or to the qualification of the Subrecipient for this Grant at any reasonable time.
3. Program Income: In accordance with 24 CFR § 570.504(c), any program income, as defined in 24 CFR § 570.500, received by Subrecipient shall be returned to the City.
  4. Uniform Administrative Requirements:
    - A. Subrecipient shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-profit Organizations," which is incorporated hereby as if fully setout herein.
    - B. Subrecipient shall comply with the requirements and standards of OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations," which is incorporated hereby as if fully setout herein. Audits shall be conducted annually.
    - C. Subrecipient shall comply with the requirements and standards of OMB Circular A-110, as implemented at 24 CFR Part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations" or the related CDBG provision, as specified in § 570.502(b), which is incorporated hereby as if fully setout herein.
  5. Other Program Requirements:

- A. Subrecipient shall comply with the requirements of 24 CFR Part 570, Subpart K, which is incorporated hereby as if fully setout herein, except:
    - 1) The City's responsibilities described at 24 CFR § 57-.604; and
    - 2) The City's responsibilities under the provisions of 24 CFR Part 52.
  - B. Subrecipient shall comply with the Single Audit Act of 1984, 31 USC § 7501, *et seq.*, which is incorporated hereby as if fully setout herein. Subrecipient shall, in a timely manner, provide the City with copies of reports on any audits that include funds received from City. In the event an audit results in the determination that Subrecipient has expended contract funds on unallowable costs, Subrecipient shall immediately reimburse the City in full for all such costs. Subrecipient shall be exempt from this Act if expending less than five hundred thousand dollars (\$500,000.00) per year in federal funds, but records must be available for review and/or audit by appropriate officials of federal agencies, pass-through entities such as the City, and the General Accounting Office (GAO).
  - C. Conditions for Religious Organizations. Subrecipient agrees that funds provided under this Contract shall not be utilized for religious activities, to promote religious interest, or for the benefit of any religious organization, in accordance with 24 CFR § 570.200(j), which is incorporated hereby as if fully setout herein.
  - D. No employee, officer or agent shall participate in the selection, award or administration of a Contract supported by federal funds if a real or apparent conflict of interest might arise. Subrecipient shall comply with all regulations regarding contracting, procurement and conflict of interest, as set forth in 24 CFR Part 84, Subpart C; 24 CFR Part 85, Subpart C; and 24 CFR 570.611, all of which are incorporated hereby as if fully setout herein.
  - E. Subrecipient shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 135, which is incorporated hereby as if fully setout herein.
  - F. Subrecipient shall comply with the provisions of the Davis-Bacon Prevailing Wage Act.
6. Suspension and Termination:
- A. This agreement may be terminated or suspended, in whole or in part, by written consent of the parties.
  - B. Upon default by Subrecipient, City may:
    - 1) Temporarily withhold payments pending correction of the deficiency by Subrecipient; and



- 2) Disallow all or part of the cost of the activity or action not in compliance; and
  - 3) Suspend or terminate, in whole or in part, this Contract; and
  - 4) Require Subrecipient to return funds to the City and/or disqualify Subrecipient from future funding; and
  - 5) Take any other legally available remedy.
- C. In the event of termination or suspension, all materials and/or equipment purchased under this Contract shall, at the option of the City, become the property of the City, and Subrecipient shall be entitled to payment for otherwise valid and allowable obligations which were incurred in good faith prior to notice of such action. This option of the City constitutes a security interest in any materials and/or equipment purchased or property improved by expenditure of funds under this Contract for as long as such materials and/or equipments or improvements have any value, unless the City declines its option or releases its security interest.
7. Reversion of Assets: At the time this Contract expires, all CDBG funds on hand at the time of expiration, if any, including accounts receivable, shall be transferred to the City. Additionally, any real property acquired or improved, in whole or in part, by CDBG funds in excess of twenty-five thousand dollars (\$25,000.00) shall, for five (5) years following the expiration of this Contract, continue to be used to meet the national objectives outlined in 24 CFR § 570.208, which is incorporated hereby as if fully set out herein.
8. General:
- A. Duties of the City.
- 1) Upon request by Subrecipient, CDBG staff will provide technical assistance, including, but not limited to, preparation and review of the work write-up and cost estimates.
  - 2) CDBG Staff may perform periodic site visits to ascertain that the contracted services are proceeding properly and in a satisfactory manner.
  - 3) Mediate in the event of a dispute between Subrecipient and any contractor in the event of dissatisfaction of work performed by a contractor.
- B. Compliance with Laws. Subrecipient shall conduct its business under the terms of this Contract in such a manner that it does not violate Federal, State, or local laws or regulations applicable to the conduct of its operations under the terms of

this contract. Funding provided under this Contract shall be conditioned upon Subrecipient's compliance with all applicable laws and regulations.

- C. Insurance. Until the work is complete, Subrecipient shall carry sufficient insurance coverage to protect Contract assets from loss due to theft, fraud and/or undue physical damage.
- D. Indemnification and Hold Harmless.
- 1) Subrecipient shall defend, indemnify and hold harmless the City and any and all officers, agents and employees of the City, against all damages, including but not limited to, any loss, liability, expense, suit, or claim for injury to persons or damages to property arising out of the activities of Subrecipient, its employees and agents under or in connection with this Contract, whether or not any act or omission complained of is authorized, allowed or prohibited by Subrecipient and all reasonable expenses together with all damages and penalties thereto. Expenses shall include, without limitation, all out-of-pocket expenses, attorney's fees, witness fees, and discovery costs.
  - 2) Subrecipient shall defend, indemnify and hold harmless the City and any and all officers, agents and employees of the City, from any claim or amount recovered as a result of infringement of patent, trademark or copyright, or from any claim or amounts arising or recovered under Workers' Compensation or any other laws.
- E. Integration and Amendments.
- 1) This Contract constitutes the entire agreement between the parties. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this Contract.
  - 2) This Contract is subject to such modification as may be required by federal law or regulations. Any such modification may be done unilaterally by the City.
  - 3) In the event the parties fail to agree on changes or interpretations of this Contract, the decision of the City shall prevail. No course of dealings involving the parties hereto and no usage of trade shall be relevant or admissible to interpret, supplement, explain or in any way vary any of the terms expressly set forth in this Contract.
  - 4) Except as otherwise provided in this Contract, the total grant award may be modified only by written agreement of all the parties to this Contract. Such modification shall be in the form of an amendment which specifically references this Contract.

- 5) Any amendment to this Contract shall be attached to this Contract and all of the terms in this Contract not addressed in the amendment shall remain in full force and effect.
- F. Default. Under this contract, default occurs when Subrecipient fails to keep, observe, or perform any material agreement, term, or provision of this Contract, including applicable laws and regulations, to be kept, observed, or performed by it.
- G. Non-Discrimination. The parties covenant (1) that no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this Contract on the ground of race, color, age, sex, handicap, or national origin; and (2) that, in carrying out the terms and conditions of this Contract, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or national origin.
- H. Independent Status of Subrecipient. Subrecipient is a separate, legal entity from the City and the parties make this Contract accordingly. All persons working for Subrecipient under this contract shall be employees of Subrecipient and shall not be considered employees of the City. The hiring, discharge, supervision, and management of the employees of Subrecipient who provide services under this contract, including, but not limited to, the determination from time to time of the qualifications of such Subrecipient employees who are required to perform the duties of Subrecipient, and the establishment, revision, and administration of wage scales, rates of compensation, conditions of employment, and job and position descriptions with respect to all such employees of Subrecipient hereunder shall be within the sole direction of Subrecipient.
- I. Choice of Law. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this contract may be brought against any of the parties in the courts of the State of Oklahoma, County of Garfield, or, if it has or can acquire jurisdiction, in the United States District Court for the Western District of Oklahoma, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.
- J. Interpretation of Law. This contract shall be deemed to have been made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma.
- K. Notices. Whenever notice is required to be given in writing, such notice shall be hand-delivered or mailed by certified mail, return receipt requested, and directed to the respective parties at the following addresses:

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

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

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

- L. Assignment. Neither party shall assign this contract or any interest herein without the express, written consent of the other party.
- M. Construction. Captions and other headings contained in this contract are for reference and identification purposes only and do not alter, modify, amend, limit, or restrict the contractual obligations of the parties.
- N. Binding Effect. This contract binds the parties and any successors and assigns of the parties.
- O. Severability. If any one or more of the sections, sentences, clauses, or parts be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this contract.
- P. Third Party Beneficiaries. Nothing in this contract, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Agreement, except as provided expressly herein.
- Q. Good Faith and Best Efforts. City and Subrecipient agree to perform obligations under this Contract in good faith and to use their respective best efforts to ensure that the each perform in a timely manner.
- R. Employment Verification. The City of Enid requires all grant subrecipients to verify that employees working pursuant to contracts with the City of Enid are legally authorized to work in the United States. Subrecipient agrees to verify and document the employment eligibility of all employees who may perform services pursuant to this Contract. Subrecipient also agrees to require all subcontractors who perform services under this Contract to verify and document the employment eligibility of all employees who may perform services pursuant to this Contract.
- S. Governmental Tort Claims Act. By entering into this Agreement, City and its “employees,” as defined by the Governmental Tort Claims Act, 51 Okla. Stat. § 151 et seq., do not waive sovereign immunity, any defenses, or any limitations of

liability as may be provided for by law. No provision of this Agreement modifies  
and/or waives any provision of the Local Government Tort Claims Act.

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

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

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

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

(SEAL)

ATTEST:

\_\_\_\_\_  
Alissa Lack, City Clerk

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

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

\_\_\_\_\_  
Signature

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

WITNESS:

\_\_\_\_\_  
Signature

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

**City Commission Meeting**

**8.5.**

**Meeting Date:** 10/02/2018

---

**SUBJECT:**

**APPROVAL OF CLAIMS IN THE AMOUNT OF \$1,226,584.16.**

---

**Attachments**

Claimslist

JP Morgan

---

## PURCHASE ORDER CLAIMS LIST

10/2/2018

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

|                   |                                   |           |                      |                    |
|-------------------|-----------------------------------|-----------|----------------------|--------------------|
| 01-00565          | STAERKEL VET CLINIC               | PO0151259 | REIMB/SPAY/NEUTER    | \$15.00            |
| 01-03661          | RK BLACK, INC.                    | PO0151232 | MONTHLY SERVICE 8/18 | \$142.46           |
| 01-04656          | CENTERPOINT ENERGY SERVICES, INC. | PO0151365 | MONTHLY SERVICE 8/18 | \$328.38           |
| 01-04974          | LEAGUE MOBILE VET SERVICE         | PO0151247 | REIMB/SPAY/NEUTER    | \$140.00           |
| 01-08123          | HOLDINGS FOOD STORE, INC.         | PO0151253 | DIESEL/ST            | \$17,557.66        |
| 01-08123          | HOLDINGS FOOD STORE, INC.         | PO0151254 | UNLEADED/ST          | \$16,347.49        |
| 01-15125          | OK GAS & ELECTRIC                 | PO0151258 | MONTHLY SERVICE 8/18 | \$3,340.67         |
| 01-15125          | OK GAS & ELECTRIC                 | PO0151285 | MONTHLY SERVICE 8/18 | \$39,088.85        |
| 01-15125          | OK GAS & ELECTRIC                 | PO0151366 | MONTHLY SERVICE 9/18 | \$982.76           |
| 01-15127          | OK NATURAL GAS                    | PO0151188 | MONTHLY SERVICE 8/18 | \$1,845.06         |
| 01-15127          | OK NATURAL GAS                    | PO0151261 | MONTHLY SERVICE 8/18 | \$710.00           |
| 01-15127          | OK NATURAL GAS                    | PO0151263 | MONTHLY SERVICE 8/18 | \$18.77            |
| 01-19047          | AT & T                            | PO0151363 | MONTHLY SERVICE 9/18 | \$3,152.89         |
| 01-19047          | AT & T                            | PO0151364 | MONTHLY SERVICE 9/18 | \$1,571.42         |
| 01-30420          | OLSON ANIMAL HOSPITAL, INC.       | PO0151255 | REIMB/SPAY/NEUTER    | \$220.00           |
| 01-38840          | OAKWOOD VETERINARY CLINIC         | PO0151260 | REIMB/SPAY/NEUTER    | \$100.00           |
| 01-53300          | ANIMAL CARE OF ENID, INC.         | PO0151251 | REIMB/SPAY/NEUTER    | \$180.00           |
| <b>N.A. TOTAL</b> |                                   |           |                      | <b>\$85,741.41</b> |

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

|                            |                                   |           |                                   |                    |
|----------------------------|-----------------------------------|-----------|-----------------------------------|--------------------|
| 01-01338                   | J & P SUPPLY, INC.                | PO0151164 | TISSUE                            | \$52.80            |
| 01-01783                   | JP MORGAN CHASE                   | PO0151385 | CHASE PAYMENT                     | \$1,247.10         |
| 01-02111                   | GILBERT, JERALD                   | PO0151401 | REIMB/TRAVEL/DC TRIP 4/18         | \$1,183.45         |
| 01-04319                   | NAPA AUTO PARTS-WAREHOUSE         | PO0151133 | WAREHOUSE PARTS 8/18              | \$405.47           |
| 01-04561                   | EVERGREEN PRESBYTERIAN MINISTRIES | PO0151257 | JANITORIAL SERVICE 8/18           | \$1,514.24         |
| 01-05056                   | ENID JOINT RECREATION TRIAD, INC. | PO0151355 | 2018 EJRT SUMMER PROGRAM          | \$10,000.00        |
| 01-05097                   | CENTRAL NATIONAL BANK CENTER      | PO0151270 | GARY ALLAN TICKETS (20)           | \$780.00           |
| 01-05097                   | CENTRAL NATIONAL BANK CENTER      | PO0151353 | HARLEM GLOBETROTTERS TICKETS (20) | \$400.00           |
| 01-16145                   | PETTY CASH                        | PO0151387 | REIMB/OML CONF/J GILBERT          | \$10.00            |
| 01-50210                   | LOWE'S HOME CENTERS, INC          | PO0151213 | MICROWAVE                         | \$131.10           |
| <b>ADM. SERVICES TOTAL</b> |                                   |           |                                   | <b>\$15,724.16</b> |

**FUND 10 DEPT 110 - HUMAN RESOURCES**

|                              |                               |           |                       |                   |
|------------------------------|-------------------------------|-----------|-----------------------|-------------------|
| 01-01783                     | JP MORGAN CHASE               | PO0151385 | CHASE PAYMENT         | \$243.23          |
| 01-02196                     | VALIR OUTPATIENT CLINICS      | PO0151360 | PHYSICALS (7)         | \$1,050.00        |
| 01-03053                     | NORTHWEST SHREDDERS, LLC      | PO0151186 | SECURITY CONSOLE 9/18 | \$20.00           |
| 01-32760                     | INTEGRIS BASS OCCUP. MEDICINE | PO0151286 | DRUG SCREENING (6)    | \$325.00          |
| <b>HUMAN RESOURCES TOTAL</b> |                               |           |                       | <b>\$1,638.23</b> |

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

|          |                                    |           |                                  |            |
|----------|------------------------------------|-----------|----------------------------------|------------|
| 01-01783 | JP MORGAN CHASE                    | PO0151385 | CHASE PAYMENT                    | \$261.00   |
| 01-03053 | NORTHWEST SHREDDERS, LLC           | PO0151186 | SECURITY CONSOLE 9/18            | \$40.00    |
| 01-03701 | TYLER TECHNOLOGIES, INC.           | PO0151362 | CITATION SUBSCRIPTION FEES 7/18  | \$1,945.32 |
| 01-03838 | JDi DATA, CORPORATION              | PO0149816 | CLOUD HOSTING SERVICE 9/18-10/18 | \$1,200.00 |
| 01-03921 | EXPRESS SCRIPTS, INC.              | PO0151140 | WC/MEDICAL                       | \$554.50   |
| 01-03921 | EXPRESS SCRIPTS, INC.              | PO0151245 | WC/MEDICAL                       | \$3,742.93 |
| 01-03921 | EXPRESS SCRIPTS, INC.              | PO0151299 | WC/MEDICAL                       | \$105.75   |
| 01-04328 | INTEGRIS MEDICAL GROUP             | PO0151296 | WC/MEDICAL                       | \$42.41    |
| 01-04328 | INTEGRIS MEDICAL GROUP             | PO0151391 | WC/MEDICAL                       | \$52.72    |
| 01-04608 | OK WORKERS COMP COMMISSION         | PO0151123 | WC/FILING FEES                   | \$280.00   |
| 01-04618 | ARENS, EDWARD C/O HALLEY, TALBOT & | PO0151238 | WC/TRAVEL REIMB                  | \$731.22   |
| 01-04618 | ARENS, EDWARD C/O HALLEY, TALBOT & | PO0151241 | WC/TRAVEL REIMB                  | \$106.19   |
| 01-04792 | EMERGENCY SERVICES OF OKLAHOMA, PC | PO0151390 | WC/MEDICAL                       | \$175.61   |
| 01-05364 | ANESTHESIA OF ENID, LLC            | PO0151137 | WC/MEDICAL                       | \$523.05   |
| 01-05410 | EFFEL MEDICAL, LLC                 | PO0151139 | WC/MEDICAL                       | \$554.30   |
| 01-05410 | EFFEL MEDICAL, LLC                 | PO0151359 | WC/MEDICAL                       | \$1,126.90 |
| 01-05420 | THOMSON REUTERS                    | PO0151219 | MONTHLY INFO/PRINT CHARGE 8/18   | \$278.00   |

|                          |                                     |           |                                    |                    |
|--------------------------|-------------------------------------|-----------|------------------------------------|--------------------|
| 01-05612                 | AARON C. BELL                       | PO0151136 | WC/MEDICAL                         | \$12.33            |
| 01-05612                 | AARON C. BELL                       | PO0151298 | WC/MEDICAL                         | \$16.21            |
| 01-05616                 | CAROLINA ORTHOPAEDIC & NEUROSURGIC  | PO0151138 | WC/MEDICAL                         | \$840.58           |
| 01-05650                 | ANALYTICAL EDGE LABORATORIES, LLC   | PO0151294 | WC/MEDICAL                         | \$1,483.55         |
| 01-05651                 | ANESTHESIOLOGY CONSULTANTS OF THE U | PO0151295 | WC/MEDICAL                         | \$745.28           |
| 01-05653                 | FIELDING C SAULS, MD                | PO0151291 | WC/MEDICAL                         | \$115.00           |
| 01-05657                 | KING, MEGAN DOBRINSKI               | PO0151380 | REFUND/OVERPAYMENT                 | \$10.00            |
| 01-05658                 | MUERER, LATRISHA RENEE              | PO0151381 | REFUND/OVERPAYMENT                 | \$50.00            |
| 01-16145                 | PETTY CASH                          | PO0151387 | REIMB/TRAVEL/OKC MEDIATION/W GILL  | \$108.56           |
| 01-16145                 | PETTY CASH                          | PO0151387 | REIMB/TRAVEL/LEGAL SEMINAR/C STEIN | \$85.27            |
| 01-16145                 | PETTY CASH                          | PO0151387 | REIMB/TRAVEL/WC COURT/C STEIN      | \$106.48           |
| 01-19194                 | OK TAX COMMISSION                   | PO0151124 | WC/STATE TAX                       | \$916.49           |
| 01-32090                 | POLK DIRECTORIES, INC.              | PO0150135 | CITY DIRECTORY                     | \$152.50           |
| 01-33380                 | OPFER, DAVID                        | PO0151125 | WC/MEDICAL                         | \$317.36           |
| 01-33380                 | OPFER, DAVID                        | PO0151242 | WC/MEDICAL                         | \$317.36           |
| 01-79090                 | ST MARYS REGIONAL MEDICAL CENTER    | PO0151141 | WC/MEDICAL                         | \$900.31           |
| <b>LEGAL SVCS. TOTAL</b> |                                     |           |                                    | <b>\$17,897.18</b> |

**FUND 10 DEPT 140 - SAFETY**

|                     |                 |           |               |                |
|---------------------|-----------------|-----------|---------------|----------------|
| 01-01783            | JP MORGAN CHASE | PO0151385 | CHASE PAYMENT | \$74.78        |
| <b>SAFETY TOTAL</b> |                 |           |               | <b>\$74.78</b> |

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

|                               |                                   |           |                                 |                 |
|-------------------------------|-----------------------------------|-----------|---------------------------------|-----------------|
| 01-01783                      | JP MORGAN CHASE                   | PO0151385 | CHASE PAYMENT                   | \$673.35        |
| 01-04561                      | EVERGREEN PRESBYTERIAN MINISTRIES | PO0151257 | JANITORIAL SERVICE 8/18         | \$80.00         |
| 01-16145                      | PETTY CASH                        | PO0151387 | REIMB/TRAVEL/CCCMA CONF/D SILAS | \$182.78        |
| <b>PR/ETN/MARKETING TOTAL</b> |                                   |           |                                 | <b>\$936.13</b> |

**FUND 10 DEPT 200 - GENERAL GOVERNMENT**

|                                 |                         |           |                                        |                    |
|---------------------------------|-------------------------|-----------|----------------------------------------|--------------------|
| 01-01783                        | JP MORGAN CHASE         | PO0151385 | CHASE PAYMENT                          | \$2,260.70         |
| 01-05110                        | ENID NOON AMBUCS        | PO0151165 | 3RD QTR DUES/MEALS (13)/G PANKONIN     | \$165.80           |
| 01-05110                        | ENID NOON AMBUCS        | PO0151398 | RED DIRT BBQ TICKETS/G PANKONIN        | \$28.00            |
| 01-05134                        | ENID NEWS & EAGLE       | PO0151265 | PUBLICATIONS                           | \$125.83           |
| 01-16145                        | PETTY CASH              | PO0151387 | REIMB/TRAVEL/QTRLY AFA CONF/G PANKONIN | \$96.00            |
| 01-16145                        | PETTY CASH              | PO0151387 | REIMB/AF BALL TICKETS (4)/G PANKONIN   | \$220.00           |
| 01-16145                        | PETTY CASH              | PO0151387 | REIMB/FILING FEES                      | \$19.00            |
| 01-36830                        | MAIN STREET ENID, INC.  | PO0149577 | LOCAL PROGRAM FUNDING 10/18            | \$6,250.00         |
| 01-39700                        | GARFIELD CO. LEGAL NEWS | PO0151272 | PUBLICATIONS                           | \$1,035.95         |
| 01-39700                        | GARFIELD CO. LEGAL NEWS | PO0151329 | PUBLICATIONS                           | \$50.95            |
| <b>GENERAL GOVERNMENT TOTAL</b> |                         |           |                                        | <b>\$10,252.23</b> |

**FUND 10 DEPT 210 - ACCOUNTING**

|                         |                            |           |                                           |                    |
|-------------------------|----------------------------|-----------|-------------------------------------------|--------------------|
| 01-00085                | PITNEY BOWES               | PO0151240 | QTRLY POSTAGE RENEW 7/18-9/18             | \$171.00           |
| 01-01163                | ADVANCED WATER SOLUTIONS   | PO0151239 | WATER COOLER RENTAL 9/18                  | \$43.50            |
| 01-01783                | JP MORGAN CHASE            | PO0151385 | CHASE PAYMENT                             | \$501.25           |
| 01-03053                | NORTHWEST SHREDDERS, LLC   | PO0151186 | SECURITY CONSOLE 9/18                     | \$20.00            |
| 01-04977                | AON CONSULTING, INC. (NJ)  | PO0151246 | W/C RESERVE REPORT 6/18                   | \$8,000.00         |
| 01-72350                | SUMMIT BUSINESS SYS., INC. | PO0151176 | ANNUAL SORTER MAINTENANCE RENEW 7/18-6/19 | \$2,860.00         |
| <b>ACCOUNTING TOTAL</b> |                            |           |                                           | <b>\$11,595.75</b> |

**FUND 10 DEPT 220 - RECORDS & RECEIPTS**

|                                     |                          |           |                       |                 |
|-------------------------------------|--------------------------|-----------|-----------------------|-----------------|
| 01-03053                            | NORTHWEST SHREDDERS, LLC | PO0151186 | SECURITY CONSOLE 9/18 | \$40.00         |
| 01-03661                            | RK BLACK, INC.           | PO0149962 | COPIER PAPER TRAY     | \$936.00        |
| <b>RECORDS &amp; RECEIPTS TOTAL</b> |                          |           |                       | <b>\$976.00</b> |



**FUND 10 DEPT 250 - INFORMATION TECHNOLOGY**

|                                     |                          |           |                                           |                    |
|-------------------------------------|--------------------------|-----------|-------------------------------------------|--------------------|
| 01-01783                            | JP MORGAN CHASE          | PO0151385 | CHASE PAYMENT                             | \$61.90            |
| 01-03457                            | CARTEGRAPH SYSTEMS, INC. | PO0151250 | ANNUAL OMS SUBSCRIPTION RENEW 7/18-6/19   | \$37,142.28        |
| 01-03457                            | CARTEGRAPH SYSTEMS, INC. | PO0151250 | ANNUAL GASBOY INTEGRATION RENEW 7/18-6/19 | \$1,040.40         |
| 01-05161                            | INTEGRITY DATA           | PO0151367 | ANNUAL ACA REPORTING 7/18-6/19            | \$5,500.00         |
| <b>INFORMATION TECHNOLOGY TOTAL</b> |                          |           |                                           | <b>\$43,744.58</b> |

**FUND 10 DEPT 300 - COMMUNITY DEVELOPMENT**

|                                    |                        |           |                                   |                   |
|------------------------------------|------------------------|-----------|-----------------------------------|-------------------|
| 01-01406                           | GUARANTEE ABSTRACT CO. | PO0151159 | ABSTRACT UPDATE                   | \$50.00           |
| 01-05503                           | GASTON, KELLI E.       | PO0146998 | PROFESSIONAL SERVICE/CONSULT FEES | \$6,413.00        |
| 01-16145                           | PETTY CASH             | PO0151387 | REIMB/MEAL/MAPC MTG               | \$131.85          |
| <b>COMMUNITY DEVELOPMENT TOTAL</b> |                        |           |                                   | <b>\$6,594.85</b> |

**FUND 10 DEPT 350 - CODE ENFORCEMENT**

|                               |                           |           |                           |                   |
|-------------------------------|---------------------------|-----------|---------------------------|-------------------|
| 01-01783                      | JP MORGAN CHASE           | PO0151385 | CHASE PAYMENT             | \$57.82           |
| 01-03053                      | NORTHWEST SHREDDERS, LLC  | PO0151186 | SECURITY CONSOLE 9/18     | \$20.00           |
| 01-04319                      | NAPA AUTO PARTS-WAREHOUSE | PO0151133 | WAREHOUSE PARTS 8/18      | \$194.10          |
| 01-04732                      | DEAL LAWN CARE            | PO0151175 | MOW/209 E COLUMBIA        | \$65.00           |
| 01-04732                      | DEAL LAWN CARE            | PO0151175 | MOW/452 E WABASH          | \$65.00           |
| 01-04732                      | DEAL LAWN CARE            | PO0151175 | MOW/454 E WABASH          | \$65.00           |
| 01-04732                      | DEAL LAWN CARE            | PO0151175 | MOW/426 S BUCHANAN        | \$65.00           |
| 01-04732                      | DEAL LAWN CARE            | PO0151175 | MOW/2217 N MONROE         | \$65.00           |
| 01-04732                      | DEAL LAWN CARE            | PO0151175 | MOW/414 E PINE            | \$65.00           |
| 01-04732                      | DEAL LAWN CARE            | PO0151175 | MOW/1120 WYNONA           | \$125.00          |
| 01-04732                      | DEAL LAWN CARE            | PO0151175 | MOW/1406 N 12TH           | \$65.00           |
| 01-04732                      | DEAL LAWN CARE            | PO0151236 | MOW/1402 S LEONA MITCHELL | \$65.00           |
| 01-04732                      | DEAL LAWN CARE            | PO0151236 | MOW/1508 S 2ND            | \$65.00           |
| 01-04732                      | DEAL LAWN CARE            | PO0151236 | MOW/510 E IOWA            | \$65.00           |
| 01-04732                      | DEAL LAWN CARE            | PO0151236 | MOW/523 E INDIANA         | \$65.00           |
| 01-04732                      | DEAL LAWN CARE            | PO0151236 | MOW/514 E IOWA            | \$65.00           |
| 01-04732                      | DEAL LAWN CARE            | PO0151236 | MOW/1209 E MAINE          | \$65.00           |
| 01-05114                      | HRT SERVICE COMPANY, LLC. | PO0151161 | MOW/2602 N JEFFERSON      | \$65.00           |
| 01-05114                      | HRT SERVICE COMPANY, LLC. | PO0151161 | MOW/2727 N MADISON        | \$65.00           |
| 01-05114                      | HRT SERVICE COMPANY, LLC. | PO0151187 | MOW/518 N 5TH             | \$45.00           |
| 01-05114                      | HRT SERVICE COMPANY, LLC. | PO0151187 | MOW/510 E RANDOLPH        | \$45.00           |
| 01-05114                      | HRT SERVICE COMPANY, LLC. | PO0151187 | MOW/329 S 20TH            | \$45.00           |
| 01-05114                      | HRT SERVICE COMPANY, LLC. | PO0151187 | MOW/1230 E OKLAHOMA       | \$45.00           |
| 01-05114                      | HRT SERVICE COMPANY, LLC. | PO0151187 | MOW/125 W HACKBERRY       | \$45.00           |
| 01-05114                      | HRT SERVICE COMPANY, LLC. | PO0151187 | MOW/429 W MULBERRY        | \$45.00           |
| 01-05114                      | HRT SERVICE COMPANY, LLC. | PO0151187 | MOW/1316 N 2ND            | \$45.00           |
| 01-05114                      | HRT SERVICE COMPANY, LLC. | PO0151187 | MOW/1314 N 2ND            | \$45.00           |
| 01-05114                      | HRT SERVICE COMPANY, LLC. | PO0151187 | MOW/2621 E OAK            | \$45.00           |
| 01-05114                      | HRT SERVICE COMPANY, LLC. | PO0151187 | MOW/3114 N EMERSON        | \$45.00           |
| 01-05114                      | HRT SERVICE COMPANY, LLC. | PO0151235 | MOW/1502 S 2ND            | \$45.00           |
| 01-05114                      | HRT SERVICE COMPANY, LLC. | PO0151235 | MOW/2913 N GRAND          | \$45.00           |
| 01-05295                      | GORE GROUND WORKZ         | PO0151174 | MOW/424 S MONROE          | \$70.00           |
| 01-05295                      | GORE GROUND WORKZ         | PO0151174 | MOW/1755 E MAINE          | \$70.00           |
| 01-05295                      | GORE GROUND WORKZ         | PO0151174 | MOW/214 E INDIANA         | \$70.00           |
| 01-05295                      | GORE GROUND WORKZ         | PO0151174 | MOW/1122 N 11TH           | \$70.00           |
| 01-05295                      | GORE GROUND WORKZ         | PO0151174 | MOW/1132 E GARRIOTT       | \$135.00          |
| 01-05295                      | GORE GROUND WORKZ         | PO0151174 | MOW/E GARRIOTT LOT        | \$135.00          |
| 01-05295                      | GORE GROUND WORKZ         | PO0151237 | MOW/2725 FORESTRIDGE      | \$70.00           |
| 01-05295                      | GORE GROUND WORKZ         | PO0151237 | MOW/2709 FORESTRIDGE      | \$70.00           |
| 01-05295                      | GORE GROUND WORKZ         | PO0151237 | MOW/2705 FORESTRIDGE      | \$70.00           |
| 01-05295                      | GORE GROUND WORKZ         | PO0151237 | MOW/2713 FORESTRIDGE      | \$70.00           |
| 01-05295                      | GORE GROUND WORKZ         | PO0151237 | MOW/2721 FORESTRIDGE      | \$70.00           |
| 01-05295                      | GORE GROUND WORKZ         | PO0151237 | MOW/2701 FORESTRIDGE      | \$135.00          |
| 01-05295                      | GORE GROUND WORKZ         | PO0151237 | MOW/930 NORTHRIDGE        | \$135.00          |
| 01-05295                      | GORE GROUND WORKZ         | PO0151237 | MOW/510 E CEDAR           | \$135.00          |
| 01-05646                      | BSC LAWN & TREE CARE      | PO0151215 | CLEAN UP/1107 E CHEROKEE  | \$250.00          |
| 01-16145                      | PETTY CASH                | PO0151387 | REIMB/FILING FEES         | \$695.00          |
| <b>CODE ENFORCEMENT TOTAL</b> |                           |           |                           | <b>\$4,161.92</b> |

**FUND 10 DEPT 400 - ENGINEERING**

|                          |                           |           |                                 |                    |
|--------------------------|---------------------------|-----------|---------------------------------|--------------------|
| 01-01783                 | JP MORGAN CHASE           | PO0151385 | CHASE PAYMENT                   | \$1,920.62         |
| 01-02116                 | MESHEK & ASSOCIATES, PLC  | PO0149818 | G-1901A WEB VIEWER TESTING      | \$10,775.00        |
| 01-04319                 | NAPA AUTO PARTS-WAREHOUSE | PO0151133 | WAREHOUSE PARTS 8/18            | \$97.28            |
| 01-16145                 | PETTY CASH                | PO0151387 | REIMB/TRAVEL/OML CONF/C GDANSKI | \$109.55           |
| 01-32090                 | POLK DIRECTORIES, INC.    | PO0150135 | CITY DIRECTORY                  | \$630.00           |
| <b>ENGINEERING TOTAL</b> |                           |           |                                 | <b>\$13,532.45</b> |

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

|                                |                                   |           |                         |                   |
|--------------------------------|-----------------------------------|-----------|-------------------------|-------------------|
| 01-01783                       | JP MORGAN CHASE                   | PO0151385 | CHASE PAYMENT           | \$321.83          |
| 01-04129                       | OK DEPT. OF CORRECTIONS           | PO0151248 | INMATE MEALS (12) 8/18  | \$810.00          |
| 01-04561                       | EVERGREEN PRESBYTERIAN MINISTRIES | PO0151257 | JANITORIAL SERVICE 8/18 | \$1,448.42        |
| 01-05541                       | 4 SEASONS OUTDOOR SERVICES        | PO0151144 | MOW/POLK/JAMES          | \$45.00           |
| 01-05541                       | 4 SEASONS OUTDOOR SERVICES        | PO0151144 | MOW/1124 W JAMES        | \$45.00           |
| 01-05541                       | 4 SEASONS OUTDOOR SERVICES        | PO0151144 | MOW/1222 W RANDOLPH     | \$45.00           |
| 01-05541                       | 4 SEASONS OUTDOOR SERVICES        | PO0151144 | MOW/1422 W RANDOLPH     | \$45.00           |
| 01-05541                       | 4 SEASONS OUTDOOR SERVICES        | PO0151144 | MOW/1702 W RANDOLPH     | \$45.00           |
| 01-05541                       | 4 SEASONS OUTDOOR SERVICES        | PO0151144 | MOW/2321 B COURT        | \$45.00           |
| 01-05541                       | 4 SEASONS OUTDOOR SERVICES        | PO0151144 | MOW/2313 B COURT        | \$45.00           |
| 01-05541                       | 4 SEASONS OUTDOOR SERVICES        | PO0151144 | MOW/2301 B COURT        | \$45.00           |
| 01-05541                       | 4 SEASONS OUTDOOR SERVICES        | PO0151144 | MOW/613 A STREET        | \$45.00           |
| 01-05541                       | 4 SEASONS OUTDOOR SERVICES        | PO0151144 | MOW/2218 C STREET       | \$45.00           |
| 01-05541                       | 4 SEASONS OUTDOOR SERVICES        | PO0151144 | MOW/2302 C COURT        | \$45.00           |
| 01-05541                       | 4 SEASONS OUTDOOR SERVICES        | PO0151144 | MOW/2314 C COURT        | \$45.00           |
| 01-05541                       | 4 SEASONS OUTDOOR SERVICES        | PO0151144 | MOW/2322 C COURT        | \$45.00           |
| 01-05541                       | 4 SEASONS OUTDOOR SERVICES        | PO0151144 | MOW/2313 C COURT        | \$45.00           |
| 01-05541                       | 4 SEASONS OUTDOOR SERVICES        | PO0151144 | MOW/2301 C COURT        | \$45.00           |
| 01-05541                       | 4 SEASONS OUTDOOR SERVICES        | PO0151144 | MOW/710 A STREET        | \$45.00           |
| 01-05541                       | 4 SEASONS OUTDOOR SERVICES        | PO0151144 | MOW/2318 E COURT        | \$45.00           |
| 01-05541                       | 4 SEASONS OUTDOOR SERVICES        | PO0151144 | MOW/2317 E COURT        | \$45.00           |
| 01-05541                       | 4 SEASONS OUTDOOR SERVICES        | PO0151144 | MOW/805 S CLEVELAND     | \$45.00           |
| 01-05541                       | 4 SEASONS OUTDOOR SERVICES        | PO0151144 | MOW/2218 D COURT        | \$45.00           |
| 01-05541                       | 4 SEASONS OUTDOOR SERVICES        | PO0151144 | MOW/729 A STREET        | \$45.00           |
| 01-05541                       | 4 SEASONS OUTDOOR SERVICES        | PO0151144 | MOW/2218 E COURT        | \$45.00           |
| 01-05541                       | 4 SEASONS OUTDOOR SERVICES        | PO0151144 | MOW/2213 E COURT        | \$45.00           |
| 01-05541                       | 4 SEASONS OUTDOOR SERVICES        | PO0151144 | MOW/2217 E COURT        | \$45.00           |
| 01-05541                       | 4 SEASONS OUTDOOR SERVICES        | PO0151206 | MOW/2325 W GARRIOTT     | \$45.00           |
| 01-13016                       | MANN'S RENTAL                     | PO0151280 | LINOLEUM ROLLER         | \$67.50           |
| 01-19004                       | SHERWIN-WILLIAMS CO., INC.        | PO0151177 | PAINT                   | \$200.25          |
| 01-37230                       | HERITAGE ROOFING SYSTEMS, INC.    | PO0151395 | A/C INSTALL             | \$107.00          |
| <b>PUBLIC WORKS MGMT TOTAL</b> |                                   |           |                         | <b>\$4,080.00</b> |

**FUND 10 DEPT 710 - FLEET MAINTENANCE**

|                                |                               |           |                              |                   |
|--------------------------------|-------------------------------|-----------|------------------------------|-------------------|
| 01-01783                       | JP MORGAN CHASE               | PO0151385 | CHASE PAYMENT                | \$484.00          |
| 01-01908                       | DOUBLE CHECK COMPANY, INC.    | PO0151169 | DEF PUMP                     | \$979.00          |
| 01-02243                       | BB MACHINE & SUPPLY, INC.     | PO0151330 | SHOP TRAILER STUD            | \$16.52           |
| 01-03253                       | YELLOWHOUSE MACHINERY COMPANY | PO0151378 | V450 SWITCH                  | \$43.05           |
| 01-04319                       | NAPA AUTO PARTS-WAREHOUSE     | PO0151133 | WAREHOUSE PARTS 8/18         | \$3,397.92        |
| 01-05320                       | SKYBITZ TANK MONITORING CORP  | PO0151210 | TANK MONITORING SERVICE 8/18 | \$84.00           |
| 01-05332                       | PARTSMASER                    | PO0151211 | WELDING TIPS (5)             | \$209.25          |
| 01-13017                       | MUNN SUPPLY, INC.             | PO0151324 | CYLINDER RENTAL              | \$14.27           |
| 01-13218                       | MYERS TIRE SUPPLY, INC.       | PO0151373 | PATCHES/CLEANER              | \$162.38          |
| 01-32090                       | POLK DIRECTORIES, INC.        | PO0150135 | CITY DIRECTORY               | \$152.50          |
| 01-35300                       | UNIFIRST, INC.                | PO0151134 | SHOP TOWEL SERVICE           | \$168.56          |
| 01-35300                       | UNIFIRST, INC.                | PO0151369 | SHOP TOWEL SERVICE           | \$511.68          |
| <b>FLEET MAINTENANCE TOTAL</b> |                               |           |                              | <b>\$6,223.13</b> |

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

|          |                               |           |                      |            |
|----------|-------------------------------|-----------|----------------------|------------|
| 01-00146 | CINTAS CORPORATION LOC. 624   | PO0151178 | UNIFORM RENTALS (15) | \$94.08    |
| 01-00878 | BROWN'S SHOE FIT COMPANY      | PO0151162 | BOOTS/M ROBERTS      | \$145.80   |
| 01-01017 | ALBRIGHT STEEL & WIRE COMPANY | PO0151193 | METAL/TUBING         | \$120.72   |
| 01-01783 | JP MORGAN CHASE               | PO0151385 | CHASE PAYMENT        | \$3,280.96 |
| 01-01943 | JOHNSTON SEED COMPANY, INC.   | PO0151229 | SOD                  | \$700.00   |

|                                     |                                    |           |                                           |                    |
|-------------------------------------|------------------------------------|-----------|-------------------------------------------|--------------------|
| 01-04080                            | THE BROYHILL MANUFACTURING COMPANY | PO0151217 | V500 BEARING KIT                          | \$378.29           |
| 01-04309                            | EASTON SOD FARMS, INC              | PO0150636 | P-1905C SOD                               | \$3,497.60         |
| 01-04319                            | NAPA AUTO PARTS-WAREHOUSE          | PO0151133 | WAREHOUSE PARTS 8/18                      | \$2,229.24         |
| 01-05147                            | HERC RENTALS INC.                  | PO0151191 | COMPACT ROLLER RENTAL                     | \$266.80           |
| 01-15083                            | OK CONTRACTORS SUPPLY              | PO0151220 | CLAMP                                     | \$195.00           |
| 01-19004                            | SHERWIN-WILLIAMS CO., INC.         | PO0151177 | PAINT/ROLLER KIT                          | \$63.77            |
| 01-35300                            | UNIFIRST, INC.                     | PO0151134 | SHOP TOWEL SERVICE                        | \$105.62           |
| 01-50210                            | LOWE'S HOME CENTERS, INC.          | PO0151213 | FIELD MARKING PAINT/CONCRETE/PVC FITTINGS | \$3,335.10         |
| 01-50210                            | LOWE'S HOME CENTERS, INC.          | PO0151216 | SPRINKLER HEADS (8)/HOSES (6)             | \$210.80           |
| 01-51190                            | JACK'S OUTDOOR POWER EQUIPMENT     | PO0151196 | EDGER BELTS (2)                           | \$20.20            |
| 01-51190                            | JACK'S OUTDOOR POWER EQUIPMENT     | PO0151269 | ETHANOL SHIELD                            | \$337.14           |
| 01-80473                            | ACE HARDWARE-SOUTHERN HARDLINES    | PO0151170 | NUTSETTER/WATER KEY/WASP SPRAY            | \$45.93            |
| <b>PARKS &amp; RECREATION TOTAL</b> |                                    |           |                                           | <b>\$15,027.05</b> |

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

|                                           |                                    |           |                            |                    |
|-------------------------------------------|------------------------------------|-----------|----------------------------|--------------------|
| 01-00146                                  | CINTAS CORPORATION LOC. 624        | PO0151178 | UNIFORM RENTALS (28)       | \$193.14           |
| 01-00146                                  | CINTAS CORPORATION LOC. 624        | PO0151315 | UNIFORM RENTALS (13)       | \$96.57            |
| 01-00146                                  | CINTAS CORPORATION LOC. 624        | PO0151379 | UNIFORM RENTALS (21)       | \$145.77           |
| 01-01017                                  | ALBRIGHT STEEL & WIRE COMPANY      | PO0151193 | V139/V942 METAL PLATES (2) | \$159.59           |
| 01-01017                                  | ALBRIGHT STEEL & WIRE COMPANY      | PO0151207 | ANGLE IRON                 | \$21.95            |
| 01-01783                                  | JP MORGAN CHASE                    | PO0151385 | CHASE PAYMENT              | \$2,309.45         |
| 01-02243                                  | BB MACHINE & SUPPLY, INC.          | PO0151223 | V170 BEARING/SEAL          | \$30.17            |
| 01-02243                                  | BB MACHINE & SUPPLY, INC.          | PO0151330 | V583 HYDRAULIC HOSES (9)   | \$105.00           |
| 01-02243                                  | BB MACHINE & SUPPLY, INC.          | PO0151330 | V584 YOKE/U-JOINT          | \$183.53           |
| 01-03089                                  | CUMMINS CONSTRUCTION EQUIP. CO., I | PO0151218 | V339 MOUNTS                | \$285.92           |
| 01-03089                                  | CUMMINS CONSTRUCTION EQUIP. CO., I | PO0149523 | V568 CLUTCH REPLACE        | \$3,684.40         |
| 01-03089                                  | CUMMINS CONSTRUCTION EQUIP. CO., I | PO0151182 | ASPHALT                    | \$4,502.96         |
| 01-04033                                  | DOLESE BROTHERS CO., INC.          | PO0151233 | CONCRETE                   | \$156.50           |
| 01-04033                                  | DOLESE BROTHERS CO., INC.          | PO0151316 | CONCRETE                   | \$176.50           |
| 01-04033                                  | DOLESE BROTHERS CO., INC.          | PO0151370 | CONCRETE                   | \$532.00           |
| 01-04116                                  | DOWNTOWN THREADS                   | PO0151167 | LOGO SHIRTS (9)            | \$186.57           |
| 01-04319                                  | NAPA AUTO PARTS-WAREHOUSE          | PO0151133 | WAREHOUSE PARTS 8/18       | \$4,233.13         |
| 01-04847                                  | STARR LUMBER CO., INC.             | PO0151224 | FORM BOARDS (15)           | \$150.39           |
| 01-05114                                  | HRT SERVICE COMPANY, LLC.          | PO0149695 | MOW/HIGHWAY RIGHT OF WAY   | \$1,400.00         |
| 01-08022                                  | HUGHES LUMBER CO., LLC             | PO0151148 | TAPE MEASURE               | \$12.14            |
| 01-13017                                  | MUNN SUPPLY, INC.                  | PO0151314 | CYLINDER RENTAL            | \$17.83            |
| 01-33210                                  | P & K EQUIPMENT, INC.              | PO0151267 | V586 HITCH BOLTS           | \$135.36           |
| 01-33210                                  | P & K EQUIPMENT, INC.              | PO0151394 | V570 PUMP                  | \$1,164.18         |
| 01-33210                                  | P & K EQUIPMENT, INC.              | PO0151375 | V568 WINDOW                | \$236.96           |
| 01-33210                                  | P & K EQUIPMENT, INC.              | PO0151375 | V574 SWITCH                | \$70.00            |
| 01-51190                                  | JACK'S OUTDOOR POWER EQUIPMENT     | PO0151268 | WEED EATER REPAIR          | \$40.27            |
| 01-51190                                  | JACK'S OUTDOOR POWER EQUIPMENT     | PO0151269 | ETHANOL SHIELD             | \$337.14           |
| 01-59360                                  | FASTENAL COMPANY                   | PO0151225 | FITTINGS                   | \$45.31            |
| 01-80246                                  | ATWOODS                            | PO0151203 | CHAIN/GLASS CLEANER/LUBE   | \$55.57            |
| <b>STRMWTR &amp; ROADWAY MAINT. TOTAL</b> |                                    |           |                            | <b>\$20,668.30</b> |

**FUND 10 DEPT 750 - TECHNICAL SERVICES**

|          |                                    |           |                              |            |
|----------|------------------------------------|-----------|------------------------------|------------|
| 01-00146 | CINTAS CORPORATION LOC. 624        | PO0151178 | UNIFORM RENTALS (31)         | \$182.54   |
| 01-00146 | CINTAS CORPORATION LOC. 624        | PO0151204 | UNIFORM RENTALS (16)         | \$90.17    |
| 01-01017 | ALBRIGHT STEEL & WIRE COMPANY      | PO0151193 | V604 ANGLE IRON/TUBING       | \$134.42   |
| 01-01017 | ALBRIGHT STEEL & WIRE COMPANY      | PO0151207 | V603 METAL TUBING/ANGLE IRON | \$134.42   |
| 01-01017 | ALBRIGHT STEEL & WIRE COMPANY      | PO0151207 | FLAT IRON                    | \$168.25   |
| 01-01783 | JP MORGAN CHASE                    | PO0151385 | CHASE PAYMENT                | \$4,093.14 |
| 01-04033 | DOLESE BROTHERS CO., INC.          | PO0151274 | CONCRETE                     | \$1,757.25 |
| 01-04319 | NAPA AUTO PARTS-WAREHOUSE          | PO0151133 | WAREHOUSE PARTS 8/18         | \$816.66   |
| 01-04846 | NOVALCO, INC.                      | PO0151185 | UNISLIDE DOOR CONTROL        | \$216.94   |
| 01-05147 | HERC RENTALS INC.                  | PO0151191 | TROWEL MACHINE RENTAL        | \$70.30    |
| 01-05309 | CHEM-CAN BUILDING & CONSTRUCTION S | PO0151192 | PORTABLE TOILET RENTAL 9/18  | \$100.00   |
| 01-05312 | ENNIS-FLINT, INC.                  | PO0151317 | THERMOPLASTIC BAGS (PALLET)  | \$2,450.00 |
| 01-13017 | MUNN SUPPLY, INC.                  | PO0151234 | CYLINDER RENTAL              | \$3.57     |

|          |                                |           |                                    |                    |
|----------|--------------------------------|-----------|------------------------------------|--------------------|
| 01-13017 | MUNN SUPPLY, INC.              | PO0151234 | WELDING GLASSES (5)/REGULATORS (5) | \$94.14            |
| 01-20097 | TOPS & STRIPES, INC.           | PO0151228 | V604 BED LINER/MUD FLAPS           | \$834.00           |
| 01-51190 | JACK'S OUTDOOR POWER EQUIPMENT | PO0151269 | ETHANOL SHIELD                     | \$337.14           |
| 01-80153 | KINNUNEN, INC.                 | PO0151166 | HAMMER                             | \$20.46            |
| 01-80153 | KINNUNEN, INC.                 | PO0151227 | SAW BLADE                          | \$599.00           |
|          |                                |           | <b>TECHNICAL SERVICES TOTAL</b>    | <b>\$12,102.40</b> |

**FUND 10 DEPT 900 - LIBRARY**

|          |                             |           |                                  |                   |
|----------|-----------------------------|-----------|----------------------------------|-------------------|
| 01-01338 | J & P SUPPLY, INC.          | PO0151164 | SOAP/CLEANER/MOP                 | \$185.98          |
| 01-01783 | JP MORGAN CHASE             | PO0151385 | CHASE PAYMENT                    | \$2,224.83        |
| 01-02016 | BRODART CO., INC.           | PO0151282 | BOOKS (62)                       | \$1,068.76        |
| 01-03053 | NORTHWEST SHREDDERS, LLC    | PO0151186 | SECURITY CONSOLE 9/18            | \$40.00           |
| 01-04082 | THYSSENKRUPP ELEVATOR CORP. | PO0151325 | ELEVATOR REPAIR                  | \$98.00           |
| 01-04319 | NAPA AUTO PARTS-WAREHOUSE   | PO0151133 | WAREHOUSE PARTS 8/18             | \$10.64           |
| 01-04847 | STARR LUMBER CO., INC.      | PO0151281 | CAULK/PAINT THINNER/TOWEL        | \$33.60           |
| 01-05659 | JAMES, ROXIE JENNIFER       | PO0151382 | LTAIO HONORARIUM                 | \$228.32          |
| 01-13016 | MANN'S RENTAL               | PO0151280 | LINOLEUM ROLLER                  | \$67.50           |
| 01-16145 | PETTY CASH                  | PO0151387 | REIMB/TRAVEL/CATS MTG/G CUMPSTON | \$111.18          |
| 01-22006 | VACUUM CENTER THE           | PO0151323 | VACUUM BAGS                      | \$47.59           |
| 01-32090 | POLK DIRECTORIES, INC.      | PO0150135 | CITY DIRECTORY                   | \$152.50          |
|          |                             |           | <b>LIBRARY TOTAL</b>             | <b>\$4,268.90</b> |

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

|          |                               |           |                                            |                    |
|----------|-------------------------------|-----------|--------------------------------------------|--------------------|
| 01-03253 | YELLOWHOUSE MACHINERY COMPANY | PO0147598 | SKID LOADER                                | \$70,187.52        |
|          |                               |           | <b>CAPITAL ASSETS &amp; PROJECTS TOTAL</b> | <b>\$70,187.52</b> |

**FUND 12 DEPT 125 - SPECIAL PROJECT**

|          |                                    |           |                              |                   |
|----------|------------------------------------|-----------|------------------------------|-------------------|
| 01-80310 | SOFTWARE HOUSE INTERNATIONAL, INC. | PO0150869 | VEEAM BACKUP LICENSES (4)    | \$2,550.96        |
|          |                                    |           | <b>SPECIAL PROJECT TOTAL</b> | <b>\$2,550.96</b> |

**FUND 14 DEPT 145 - HEALTH FUND**

|          |                                    |           |                               |                    |
|----------|------------------------------------|-----------|-------------------------------|--------------------|
| 01-04111 | HOLMES MURPHY & ASSOCIATES, INC    | PO0151361 | BENEFIT CONSULTING 7/18-9/18  | \$10,000.00        |
| 01-05521 | INTEGRIS BASS BAPTIST HEALTH CENTE | PO0151368 | WELLNESS DOLLARS (2)          | \$200.00           |
| 01-05570 | PAYFLEX SYSTEMS USA, INC           | PO0151327 | FSA/DEP ACCOUNT FEES 9/18     | \$363.40           |
| 01-78180 | BLUE CROSS BLUE SHIELD OK          | PO0151194 | HEALTH CLAIMS ADJUSTMENT 7/18 | \$109.75           |
|          |                                    |           | <b>HEALTH FUND TOTAL</b>      | <b>\$10,673.15</b> |

**FUND 20 DEPT 205 - AIRPORT**

|          |                           |           |                            |                   |
|----------|---------------------------|-----------|----------------------------|-------------------|
| 01-00918 | POTTER OIL CO, INC.       | PO0151198 | DIESEL                     | \$667.20          |
| 01-01783 | JP MORGAN CHASE           | PO0151385 | CHASE PAYMENT              | \$665.36          |
| 01-02615 | JAMIE'S BARNSTORMERS      | PO0151313 | REIMB/MEALS (14)/POKER RUN | \$98.00           |
| 01-02712 | FARMER BROS. CO.          | PO0151312 | COFFEE/CREAMER             | \$86.69           |
| 01-02985 | USDA WILDLIFE SERVICES    | PO0151252 | WILDLIFE REMOVAL 7/18-6/19 | \$3,000.00        |
| 01-04319 | NAPA AUTO PARTS-WAREHOUSE | PO0151133 | WAREHOUSE PARTS 8/18       | \$216.26          |
| 01-05441 | TOM WEBB PAINTING         | PO0151271 | HANGAR PAINTING/#28        | \$2,480.00        |
| 01-05441 | TOM WEBB PAINTING         | PO0151374 | HANGAR PAINTING/#16/#19    | \$700.00          |
| 01-05654 | QT POD, LLC               | PO0151292 | SERVICE AGREEMENT          | \$1,095.00        |
| 01-23076 | WING AERO PRODUCTS, INC.  | PO0151199 | CHARTS/SECTIONALS          | \$235.48          |
|          |                           |           | <b>AIRPORT TOTAL</b>       | <b>\$9,243.99</b> |

**FUND 22 DEPT 000 - GOLF STOCK**

|                         |                                    |           |              |                   |
|-------------------------|------------------------------------|-----------|--------------|-------------------|
| 01-05230                | POPE DISTRIBUTING CO, INC.         | PO0151332 | BEER/ST      | \$126.60          |
| 01-05643                | COCA-COLA SOUTHWEST BEVERAGES, LLC | PO0151333 | SNACK BAR/ST | \$617.13          |
| 01-05643                | COCA-COLA SOUTHWEST BEVERAGES, LLC | PO0151334 | SNACK BAR/ST | \$389.16          |
| 01-05656                | NEXBELT, LLC                       | PO0151326 | PRO SHOP/ST  | \$694.66          |
| 01-13145                | MID-AMERICA WHOLESale, INC.        | PO0151331 | SNACK BAR/ST | \$160.09          |
| 01-13145                | MID-AMERICA WHOLESale, INC.        | PO0151335 | SNACK BAR/ST | \$105.56          |
| 01-13145                | MID-AMERICA WHOLESale, INC.        | PO0151372 | SNACK BAR/ST | \$179.96          |
| 01-13145                | MID-AMERICA WHOLESale, INC.        | PO0151383 | SNACK BAR/ST | \$197.73          |
| 01-13145                | MID-AMERICA WHOLESale, INC.        | PO0151384 | SNACK BAR/ST | \$318.65          |
| <b>GOLF STOCK TOTAL</b> |                                    |           |              | <b>\$2,789.54</b> |

**FUND 22 DEPT 225 - GOLF**

|                   |                                    |           |                          |                    |
|-------------------|------------------------------------|-----------|--------------------------|--------------------|
| 01-01338          | J & P SUPPLY, INC.                 | PO0151150 | CLEANER/URINAL SCREENS   | \$121.28           |
| 01-01476          | NORTHERN SAFETY CO., INC.          | PO0151152 | GLOVES/EAR PLUGS         | \$399.95           |
| 01-01783          | JP MORGAN CHASE                    | PO0151385 | CHASE PAYMENT            | \$2,460.12         |
| 01-02539          | BWI COMPANIES, INC.                | PO0151278 | FERTILIZER               | \$1,000.86         |
| 01-02674          | P & K EQUIPMENT, INC. STILLWATER   | PO0151156 | OIL LINE                 | \$50.94            |
| 01-02674          | P & K EQUIPMENT, INC. STILLWATER   | PO0149694 | SAND TOP DRESSER         | \$14,390.00        |
| 01-04198          | PRAIRIEFIRE COFFEE                 | PO0151158 | SNACK BAR SUPPLIES       | \$36.40            |
| 01-04561          | EVERGREEN PRESBYTERIAN MINISTRIES  | PO0151257 | JANITORIAL SERVICE 8/18  | \$196.11           |
| 01-04926          | HAMPEL OIL DISTRIBUTORS, INC.      | PO0151266 | UNLEADED                 | \$375.76           |
| 01-04926          | HAMPEL OIL DISTRIBUTORS, INC.      | PO0151266 | DIESEL                   | \$774.30           |
| 01-05134          | ENID NEWS & EAGLE                  | PO0151154 | ADVERTISING              | \$210.00           |
| 01-05500          | KEELING COMPANY                    | PO0151153 | IRRIGATION HOSE FITTINGS | \$87.75            |
| 01-05530          | PING, INC.                         | PO0151288 | CLUB REPAIR              | \$48.90            |
| 01-05643          | COCA-COLA SOUTHWEST BEVERAGES, LLC | PO0151333 | SNACK BAR SUPPLIES       | \$345.00           |
| 01-13017          | MUNN SUPPLY, INC.                  | PO0151149 | CYLINDER RENTAL          | \$7.14             |
| 01-13145          | MID-AMERICA WHOLESale, INC.        | PO0151160 | SNACK BAR SUPPLIES       | \$40.86            |
| 01-13145          | MID-AMERICA WHOLESale, INC.        | PO0151331 | SNACK BAR SUPPLIES       | \$27.82            |
| 01-13145          | MID-AMERICA WHOLESale, INC.        | PO0151372 | SNACK BAR SUPPLIES       | \$57.36            |
| 01-13145          | MID-AMERICA WHOLESale, INC.        | PO0151383 | SNACK BAR SUPPLIES       | \$79.10            |
| 01-13145          | MID-AMERICA WHOLESale, INC.        | PO0151384 | SNACK BAR SUPPLIES       | \$108.03           |
| 01-65460          | ACTSHON PEST CONTROL               | PO0151151 | PEST CONTROL 9/18        | \$75.00            |
| 01-72030          | EXPRESS PERSONNEL SERVICES, INC.   | PO0151157 | TEMP EMPLOYEES (2)       | \$815.75           |
| 01-72030          | EXPRESS PERSONNEL SERVICES, INC.   | PO0151279 | TEMP EMPLOYEES (2)       | \$1,158.51         |
| <b>GOLF TOTAL</b> |                                    |           |                          | <b>\$22,866.94</b> |

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

|                                 |                              |           |                            |                   |
|---------------------------------|------------------------------|-----------|----------------------------|-------------------|
| 01-04579                        | COWAN GROUP ENGINEERING, LLC | PO0146069 | R-1801A STREET IMPROVEMENT | \$318.00          |
| 01-04579                        | COWAN GROUP ENGINEERING, LLC | PO0150684 | R-1801A SURVEYING SERVICE  | \$1,500.00        |
| <b>STREET &amp; ALLEY TOTAL</b> |                              |           |                            | <b>\$1,818.00</b> |

**FUND 31 DEPT 230 - UTILITY BILLING**

|                              |                            |           |                                     |                   |
|------------------------------|----------------------------|-----------|-------------------------------------|-------------------|
| 01-01783                     | JP MORGAN CHASE            | PO0151385 | CHASE PAYMENT                       | \$500.48          |
| 01-03053                     | NORTHWEST SHREDDERS, LLC   | PO0151186 | SECURITY CONSOLE 9/18               | \$20.00           |
| 01-04116                     | DOWNTOWN THREADS           | PO0151256 | LOGO SHIRTS (6)                     | \$242.78          |
| 01-04319                     | NAPA AUTO PARTS-WAREHOUSE  | PO0151133 | WAREHOUSE PARTS 8/18                | \$452.20          |
| 01-05384                     | CORE & MAIN LP             | PO0151212 | METER ACTIVATION MAGNETS (6)        | \$92.40           |
| 01-05384                     | CORE & MAIN LP             | PO0151283 | METER REPAIR                        | \$2,000.00        |
| 01-05384                     | CORE & MAIN LP             | PO0151283 | SPLICER KITS (400)                  | \$1,153.52        |
| 01-72350                     | SUMMIT BUSINESS SYS., INC. | PO0151273 | ANNUAL SORTER MAINTENANCE 7/18-6/19 | \$4,426.00        |
| <b>UTILITY BILLING TOTAL</b> |                            |           |                                     | <b>\$8,887.38</b> |

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

|                                   |                                    |           |                                     |                    |
|-----------------------------------|------------------------------------|-----------|-------------------------------------|--------------------|
| 01-00103                          | WARREN CAT, INC.                   | PO0151172 | V250 BELT                           | \$84.78            |
| 01-00103                          | WARREN CAT, INC.                   | PO0151276 | V185 WATER PUMP                     | \$1,666.61         |
| 01-00146                          | CINTAS CORPORATION LOC. 624        | PO0151178 | SHOP TOWEL SERVICE                  | \$41.84            |
| 01-00146                          | CINTAS CORPORATION LOC. 624        | PO0151178 | UNIFORM RENTALS (43)                | \$355.16           |
| 01-00159                          | UNITED STATES GYPSUM COMPANY       | PO0149832 | CRUSHER RUN                         | \$4,322.10         |
| 01-00838                          | SUMMIT TRUCK GROUP OF OKLAHOMA     | PO0151277 | V226 A/C REPAIR                     | \$1,251.18         |
| 01-00838                          | SUMMIT TRUCK GROUP OF OKLAHOMA     | PO0151277 | V226 DRIVELINE                      | \$1,947.24         |
| 01-01017                          | ALBRIGHT STEEL & WIRE COMPANY      | PO0151193 | REBAR                               | \$5.88             |
| 01-01783                          | JP MORGAN CHASE                    | PO0151385 | CHASE PAYMENT                       | \$1,575.12         |
| 01-02043                          | RUSH TRUCK CENTERS                 | PO0151376 | V225 HARNESS                        | \$701.05           |
| 01-02243                          | BB MACHINE & SUPPLY, INC.          | PO0151197 | TRAILER REPAIR                      | \$41.72            |
| 01-03022                          | CULLIGAN OF ENID                   | PO0151230 | WATER COOLER RENTAL 9/18            | \$48.00            |
| 01-03253                          | YELLOWHOUSE MACHINERY COMPANY      | PO0151400 | V265 CLAMP                          | \$15.44            |
| 01-03921                          | EXPRESS SCRIPTS, INC.              | PO0151140 | WC/MEDICAL                          | \$36.25            |
| 01-03921                          | EXPRESS SCRIPTS, INC.              | PO0151299 | WC/MEDICAL                          | \$15.26            |
| 01-04319                          | NAPA AUTO PARTS-WAREHOUSE          | PO0151133 | WAREHOUSE PARTS 8/18                | \$16,647.47        |
| 01-04560                          | DOCUGUARD                          | PO0150434 | RECYCLING CONTRACT 8/18             | \$7,674.11         |
| 01-05066                          | BRUCKNER TRUCK SALES, INC.         | PO0149258 | V211 TRANSMISSION REPLACEMENT       | \$10,075.49        |
| 01-05207                          | EMPIRE FINANCIAL, LLC              | PO0150622 | TRASH TRUCK LEASE/ PETERBUILT 10/18 | \$9,466.89         |
| 01-05207                          | EMPIRE FINANCIAL, LLC              | PO0150623 | TRASH TRUCK LEASE/MACK 10/18        | \$5,052.27         |
| 01-05309                          | CHEM-CAN BUILDING & CONSTRUCTION S | PO0151192 | PORTABLE TOILET RENTAL 9/18         | \$160.00           |
| 01-08018                          | HOTSY OF OKLAHOMA, INC.            | PO0151231 | ACIDIC CLEANER                      | \$74.00            |
| 01-13017                          | MUNN SUPPLY, INC.                  | PO0151314 | CYLINDER RENTAL                     | \$28.53            |
| 01-51190                          | JACK'S OUTDOOR POWER EQUIPMENT     | PO0151269 | ETHANOL SHIELD                      | \$337.14           |
| 01-56300                          | TRUCK PRO, INC.                    | PO0151222 | V210 KNOB                           | \$13.15            |
| 01-56300                          | TRUCK PRO, INC.                    | PO0151222 | BRUSHES (2)/CLEANER                 | \$59.61            |
| 01-59360                          | FASTENAL COMPANY                   | PO0151189 | FENCE                               | \$36.99            |
| 01-80246                          | ATWOODS                            | PO0151190 | BATTERIES/SCOOP/CLEANER             | \$177.45           |
| 01-80246                          | ATWOODS                            | PO0151190 | BOOTS/J CRANE                       | \$129.99           |
| 01-80246                          | ATWOODS                            | PO0151200 | BOOTS/C LUGINBILL                   | \$149.99           |
| 01-80246                          | ATWOODS                            | PO0151290 | BOTTLED WATER                       | \$167.16           |
| <b>SOLID WASTE SERVICES TOTAL</b> |                                    |           |                                     | <b>\$62,357.87</b> |

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

|                                    |                                  |           |                        |                   |
|------------------------------------|----------------------------------|-----------|------------------------|-------------------|
| 01-01783                           | JP MORGAN CHASE                  | PO0151385 | CHASE PAYMENT          | \$347.02          |
| 01-04116                           | DOWNTOWN THREADS                 | PO0151167 | LOGO SHIRTS (6)        | \$141.98          |
| 01-04129                           | OK DEPT. OF CORRECTIONS          | PO0151248 | INMATE MEALS (12) 8/18 | \$810.00          |
| 01-05198                           | ENVIRONMENTAL TESTING, INC.      | PO0150682 | POTW SAMPLING          | \$3,206.00        |
| 01-37230                           | HERITAGE ROOFING SYSTEMS, INC.   | PO0151395 | A/C INSTALL            | \$107.00          |
| 01-72030                           | EXPRESS PERSONNEL SERVICES, INC. | PO0151279 | TEMP EMPLOYEES (3)     | \$1,786.37        |
| <b>PUBLIC UTILITIES MGMT TOTAL</b> |                                  |           |                        | <b>\$6,398.37</b> |

**FUND 31 DEPT 790 - WATER PRODUCTION**

|                               |                                 |           |                                    |                   |
|-------------------------------|---------------------------------|-----------|------------------------------------|-------------------|
| 01-00146                      | CINTAS CORPORATION LOC. 624     | PO0151178 | UNIFORM RENTALS (10)               | \$73.27           |
| 01-00146                      | CINTAS CORPORATION LOC. 624     | PO0151204 | UNIFORM RENTALS (10)               | \$73.27           |
| 01-01178                      | ACCURATE, INC.                  | PO0151171 | SAMPLE ANALYSIS                    | \$722.50          |
| 01-01178                      | ACCURATE, INC.                  | PO0151249 | SAMPLE ANALYSIS                    | \$1,022.50        |
| 01-01338                      | J & P SUPPLY, INC.              | PO0151164 | AIR FRESHENER DISPENSER/DEODORIZER | \$128.42          |
| 01-01598                      | CLIFFORD POWER SYSTEMS, INC.    | PO0151275 | GENERATOR REPAIR                   | \$1,013.33        |
| 01-01783                      | JP MORGAN CHASE                 | PO0151385 | CHASE PAYMENT                      | \$643.59          |
| 01-04319                      | NAPA AUTO PARTS-WAREHOUSE       | PO0151133 | WAREHOUSE PARTS 8/18               | \$1,554.86        |
| 01-08022                      | HUGHES LUMBER CO., LLC          | PO0151205 | CONCRETE/INSULATION/SEALANT        | \$33.93           |
| 01-30830                      | LOCKE SUPPLY, INC.              | PO0151208 | TEES (4)                           | \$14.60           |
| 01-33210                      | P & K EQUIPMENT, INC.           | PO0151262 | V309 PIPE                          | \$107.98          |
| 01-51190                      | JACK'S OUTDOOR POWER EQUIPMENT  | PO0151269 | ETHANOL SHIELD                     | \$337.14          |
| 01-59360                      | FASTENAL COMPANY                | PO0151189 | FITTINGS                           | \$13.34           |
| 01-79980                      | PIONEER BUSINESS SOLUTION       | PO0151287 | MONTHLY SERVICE 9/18               | \$199.39          |
| 01-80153                      | KINNUNEN, INC.                  | PO0151166 | HOSE SUCTION/STRAINER/COUPLER      | \$203.65          |
| 01-80258                      | BRENNTAG SOUTHWEST, INC.        | PO0149574 | CHLORINE                           | \$3,647.60        |
| 01-80473                      | ACE HARDWARE-SOUTHERN HARDLINES | PO0151170 | PLUNGER                            | \$7.59            |
| <b>WATER PRODUCTION TOTAL</b> |                                 |           |                                    | <b>\$9,796.96</b> |

**FUND 31 DEPT 795 - UTILITY MAINTENANCE**

|                                  |                                |           |                               |                    |
|----------------------------------|--------------------------------|-----------|-------------------------------|--------------------|
| 01-00103                         | WARREN CAT, INC.               | PO0151172 | V342 GREASE                   | \$76.00            |
| 01-00146                         | CINTAS CORPORATION LOC. 624    | PO0151178 | UNIFORM RENTALS (12)          | \$189.48           |
| 01-00838                         | SUMMIT TRUCK GROUP OF OKLAHOMA | PO0151195 | V349 LINK                     | \$111.19           |
| 01-01783                         | JP MORGAN CHASE                | PO0151385 | CHASE PAYMENT                 | \$269.14           |
| 01-04033                         | DOLESE BROTHERS CO., INC.      | PO0151135 | CRUSHER RUN                   | \$486.18           |
| 01-04033                         | DOLESE BROTHERS CO., INC.      | PO0151233 | CRUSHER RUN                   | \$476.85           |
| 01-04033                         | DOLESE BROTHERS CO., INC.      | PO0151370 | CRUSHER RUN                   | \$248.07           |
| 01-04319                         | NAPA AUTO PARTS-WAREHOUSE      | PO0151133 | WAREHOUSE PARTS 8/18          | \$12,397.50        |
| 01-05388                         | ROTEK SERVICES, INC.           | PO0151244 | SEWAGE LIFT PUMP REPAIR       | \$1,802.19         |
| 01-13017                         | MUNN SUPPLY, INC.              | PO0151234 | CYLINDER RENTAL               | \$99.84            |
| 01-13017                         | MUNN SUPPLY, INC.              | PO0151314 | CYLINDER RENTAL               | \$9.30             |
| 01-13089                         | MERRIFIELD OFFICE SUPPLY       | PO0151396 | INK CARTRIDGES (3)            | \$140.13           |
| 01-15083                         | OK CONTRACTORS SUPPLY          | PO0151209 | GASKETS (50)                  | \$60.00            |
| 01-15083                         | OK CONTRACTORS SUPPLY          | PO0151319 | POLY PIPE (500)/INSERTS (200) | \$380.00           |
| 01-51190                         | JACK'S OUTDOOR POWER EQUIPMENT | PO0151269 | ETHANOL SHIELD                | \$337.14           |
| 01-80246                         | ATWOODS                        | PO0151214 | BOOTS/A SEPULVEDA             | \$149.99           |
| <b>UTILITY MAINTENANCE TOTAL</b> |                                |           |                               | <b>\$17,233.00</b> |

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

|                                    |                                   |           |                                 |                     |
|------------------------------------|-----------------------------------|-----------|---------------------------------|---------------------|
| 01-00103                           | WARREN CAT, INC.                  | PO0151172 | V453 OIL                        | \$229.08            |
| 01-01178                           | ACCURATE, INC.                    | PO0151357 | SAMPLE ANALYSIS                 | \$1,572.63          |
| 01-01338                           | J & P SUPPLY, INC.                | PO0151320 | TOWELS/TISSUE                   | \$187.61            |
| 01-01783                           | JP MORGAN CHASE                   | PO0151385 | CHASE PAYMENT                   | \$997.37            |
| 01-02123                           | BRADFORD INDUSTRIAL SUPPLY CORP.  | PO0151397 | FAN MOTOR                       | \$58.05             |
| 01-02141                           | BIO-AQUATIC TESTING, INC.         | PO0151321 | SAMPLE ANALYSIS                 | \$990.00            |
| 01-04319                           | NAPA AUTO PARTS-WAREHOUSE         | PO0151133 | WAREHOUSE PARTS 8/18            | \$867.77            |
| 01-04429                           | STOVER & ASSOCIATES, INC          | PO0149972 | PLANT MGMT SERVICE 9/18         | \$108,200.16        |
| 01-04561                           | EVERGREEN PRESBYTERIAN MINISTRIES | PO0151257 | JANITORIAL SERVICE 8/18         | \$670.32            |
| 01-05354                           | HAWKINS, INC.                     | PO0149554 | POLYMER                         | \$5,406.42          |
| 01-05388                           | ROTEK SERVICES, INC.              | PO0151202 | PUMP/MOTOR                      | \$598.80            |
| 01-05626                           | LIBERTY PROCESS EQUIPMENT, INC.   | PO0151328 | SHAFT SLEEVE KIT                | \$829.00            |
| 01-05626                           | LIBERTY PROCESS EQUIPMENT, INC.   | PO0151388 | PUMP REPAIR/DRIVE SHAFT/BEARING | \$1,868.73          |
| <b>WASTEWATER PLANT MGMT TOTAL</b> |                                   |           |                                 | <b>\$122,475.94</b> |

**FUND 31 DEPT 956 - EMA CAPITAL REPLACEMENT**

|                                      |                       |           |                      |                    |
|--------------------------------------|-----------------------|-----------|----------------------|--------------------|
| 01-00103                             | WARREN CAT, INC.      | PO0150304 | HYDRAULIC EXCAVATOR  | \$69,488.60        |
| 01-05583                             | COGSDALE CORPORTATION | PO0149116 | SOFTWARE REPLACEMENT | \$5,801.95         |
| 01-05630                             | CANADY TRAILERS, LLC  | PO0150631 | TANDEM TRAILER       | \$16,000.00        |
| <b>EMA CAPITAL REPLACEMENT TOTAL</b> |                       |           |                      | <b>\$91,290.55</b> |

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

|                       |                                    |           |                             |                    |
|-----------------------|------------------------------------|-----------|-----------------------------|--------------------|
| 01-02687              | RETAIL ATTRACTIONS, LLC            | PO0150128 | PROFESSIONAL SERVICE 9/18   | \$4,000.00         |
| 01-05087              | JACKSON'S WRECKING & DEMOLITION CO | PO0150629 | M-1810 DEMO/2201 W GARRIOTT | \$8,500.00         |
| <b>E.E.D.A. TOTAL</b> |                                    |           |                             | <b>\$12,500.00</b> |

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

|                     |                         |           |                                            |                    |
|---------------------|-------------------------|-----------|--------------------------------------------|--------------------|
| 01-00223            | COOPER, MICHAEL G.      | PO0149891 | VDA CONSULTING FEES 9/18                   | \$10,000.00        |
| 01-00332            | TRAVEL ENTERPRISE, INC. | PO0151264 | AIRFARE/AF DEFENSE REDEVELOP CONF/M COOPER | \$773.60           |
| 01-01227            | AUTRY VO-TECH CENTER    | PO0151243 | TUITION ASSISTANCE                         | \$214.50           |
| <b>V.D.A. TOTAL</b> |                         |           |                                            | <b>\$10,988.10</b> |

**FUND 40 DEPT 405 - CAPITAL IMPROVEMENT**

|                                  |                        |           |                                |                    |
|----------------------------------|------------------------|-----------|--------------------------------|--------------------|
| 01-04464                         | MTZ CONSTRUCTION, INC. | PO0149115 | M-1805C ADA COMPLIANCE PROGRAM | \$48,367.63        |
| 01-12007                         | LUCKINBILL, INC.       | PO0151392 | W-1406B FIRE HYDRANT RELOCATE  | \$2,426.58         |
| 01-16087                         | PORTERFIELD SURVEYING  | PO0151318 | P-1904A SURVEYING SERVICES     | \$750.00           |
| 01-16087                         | PORTERFIELD SURVEYING  | PO0151122 | P-1901A PROFESSIONAL SERVICE   | \$6,631.88         |
| <b>CAPITAL IMPROVEMENT TOTAL</b> |                        |           |                                | <b>\$58,176.09</b> |

**FUND 41 DEPT 415 - STREET IMPROVEMENT**

|                                 |                               |           |                               |                     |
|---------------------------------|-------------------------------|-----------|-------------------------------|---------------------|
| 01-03025                        | CIMARRON CONSTRUCTION COMPANY | PO0147943 | W-1801C1 WATERLINE RELOCATION | \$314,981.46        |
| <b>STREET IMPROVEMENT TOTAL</b> |                               |           |                               | <b>\$314,981.46</b> |

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

|                                  |                  |           |                                   |                 |
|----------------------------------|------------------|-----------|-----------------------------------|-----------------|
| 01-12007                         | LUCKINBILL, INC. | PO0151392 | S-1704B SS CAMERA LINE INSPECTION | \$578.00        |
| <b>SANITARY SEWER FUND TOTAL</b> |                  |           |                                   | <b>\$578.00</b> |

**FUND 43 DEPT 435 - STORMWATER FUND**

|                              |                              |           |                                 |                     |
|------------------------------|------------------------------|-----------|---------------------------------|---------------------|
| 01-05081                     | BEVERAGES CONSTRUCTION, LLC. | PO0148385 | F-1803C DETENTION FACILITY      | \$30,400.00         |
| 01-05587                     | EMC SERVICES, LLC            | PO0149228 | F-1801C CHANNEL CHESTNUT/WALLER | \$92,895.84         |
| 01-12007                     | LUCKINBILL, INC.             | PO0145717 | F-1703A CULVERT REPLACEMENT     | \$9,678.38          |
| 01-12007                     | LUCKINBILL, INC.             | PO0151181 | F-1703A CULVERT REPLACEMENT     | \$39,235.38         |
| 01-12007                     | LUCKINBILL, INC.             | PO0149251 | F-1703A CULVERT REPLACEMENT     | \$3,935.88          |
| 01-12007                     | LUCKINBILL, INC.             | PO0149693 | F-1703A CULVERT REPLACEMENT     | \$4,883.00          |
| <b>STORMWATER FUND TOTAL</b> |                              |           |                                 | <b>\$181,028.48</b> |

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

|                                          |                       |           |                               |                   |
|------------------------------------------|-----------------------|-----------|-------------------------------|-------------------|
| 01-16087                                 | PORTERFIELD SURVEYING | PO0151121 | W-1901A1 PROFESSIONAL SERVICE | \$6,253.00        |
| <b>WATER CAP. IMPROVEMENT FUND TOTAL</b> |                       |           |                               | <b>\$6,253.00</b> |

**FUND 50 DEPT 505 - 911**

|                  |                                |           |                         |                   |
|------------------|--------------------------------|-----------|-------------------------|-------------------|
| 01-04661         | OKLAHOMA COPIER SOLUTIONS, LLC | PO0151302 | COPIER USAGE/LEASE 9/18 | \$128.00          |
| 01-66190         | AT&T                           | PO0151356 | MONTHLY SERVICE 9/18    | \$1,189.76        |
| <b>911 TOTAL</b> |                                |           |                         | <b>\$1,317.76</b> |

**FUND 51 DEPT 515 - POLICE**

|          |                                    |           |                                  |            |
|----------|------------------------------------|-----------|----------------------------------|------------|
| 01-00612 | PHYSICIANS GROUP, LLC              | PO0151300 | WC/MEDICAL/D WILLSON             | \$242.75   |
| 01-01338 | J & P SUPPLY, INC.                 | PO0151307 | GLOVES                           | \$70.80    |
| 01-01783 | JP MORGAN CHASE                    | PO0151385 | CHASE PAYMENT                    | \$4,673.59 |
| 01-02612 | CELLEBRITE USA CORP                | PO0151119 | UFED LICENSE RENEWAL             | \$3,400.00 |
| 01-03053 | NORTHWEST SHREDDERS, LLC           | PO0151186 | SECURITY CONSOLE 9/18            | \$100.00   |
| 01-03453 | SALTUS TECHNOLOGIES, LLC           | PO0151309 | HIGH TEMP PAPER (50)/BATTERY (5) | \$887.20   |
| 01-04018 | OKLAHOMA SPINE & BRAIN INSTITUTE   | PO0151301 | WC/MEDICAL/B SCHWARZKOPF         | \$88.74    |
| 01-04116 | DOWNTOWN THREADS                   | PO0151311 | SHIRT LOGOS (3)/S KELLY          | \$19.50    |
| 01-04157 | CONSOLIDATED ELECTRICAL DISTRIBUTO | PO0151310 | LED BULBS (14)                   | \$211.48   |
| 01-04164 | OK DEPT. OF PUBLIC SAFETY          | PO0151308 | OLETS USER FEE 8/18              | \$350.00   |
| 01-04319 | NAPA AUTO PARTS-WAREHOUSE          | PO0151133 | WAREHOUSE PARTS 8/18             | \$2,953.23 |
| 01-04563 | XPRESS WELLNESS, LLC               | PO0151143 | WC/MEDICAL/D WILLSON             | \$237.20   |
| 01-04563 | XPRESS WELLNESS, LLC               | PO0151143 | WC/MEDICAL/C OWUSU               | \$131.95   |
| 01-04661 | OKLAHOMA COPIER SOLUTIONS, LLC     | PO0151302 | COPIER USAGE/LEASE 9/18          | \$853.29   |
| 01-05501 | AXON ENTERPRISES, INC              | PO0150630 | SIMULATION CARTRIDGES (100)      | \$2,700.00 |
| 01-05644 | OU MEDICAL CENTER                  | PO0151389 | WC/MEDICAL/G ROBERTSON           | \$226.64   |
| 01-05655 | CARLSON SOFTWARE, INC.             | PO0151293 | GEOMAX/CSI MOBILE TRAINING       | \$4,700.00 |
| 01-13218 | MYERS TIRE SUPPLY, INC.            | PO0151373 | V2031 TIRE SENSORS (6)           | \$710.10   |



|          |                               |           |                               |                    |
|----------|-------------------------------|-----------|-------------------------------|--------------------|
| 01-16006 | PHILLIPS PRINTING, INC.       | PO0151305 | STORED VEHICLE REPORTS (1500) | \$382.00           |
| 01-18022 | RUSCO PLASTICS                | PO0151306 | BOARD TAG                     | \$5.50             |
| 01-19165 | STEVENS FORD, INC.            | PO0151377 | V2051 ABS MODULE              | \$857.03           |
| 01-30420 | OLSON ANIMAL HOSPITAL, INC.   | PO0151255 | REIMB/EXAMS/VACCINES          | \$756.17           |
| 01-32760 | INTEGRIS BASS OCCUP. MEDICINE | PO0151386 | HEP B VACCINE                 | \$50.00            |
| 01-53300 | ANIMAL CARE OF ENID, INC.     | PO0151251 | REIMB/VACCINES/MEDS           | \$390.00           |
|          |                               |           | <b>POLICE TOTAL</b>           | <b>\$24,997.17</b> |

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

|          |                                   |           |                              |                     |
|----------|-----------------------------------|-----------|------------------------------|---------------------|
| 01-02790 | GLOBAL SPECTRUM                   | PO0151399 | SPECTRA VENUE INCENTIVE FY18 | \$51,057.00         |
| 01-03438 | ENID CONVENTION & VISITORS BUREAU | PO0151354 | 2ND QTR VISIT ENID FUNDING   | \$97,000.00         |
| 01-04656 | CENTERPOINT ENERGY SERVICES, INC. | PO0151365 | MONTHLY SERVICE 8/18         | \$15.80             |
| 01-15127 | OK NATURAL GAS                    | PO0151263 | MONTHLY SERVICE 8/18         | \$531.13            |
| 01-80045 | CHISHOLM TRAIL EXPO CENTER        | PO0151371 | HOTEL TAX 8/18               | \$42,477.32         |
|          |                                   |           | <b>E.E.C.C.H. TOTAL</b>      | <b>\$191,081.25</b> |

**FUND 65 DEPT 655 - FIRE**

|          |                                    |           |                                |                    |
|----------|------------------------------------|-----------|--------------------------------|--------------------|
| 01-00612 | PHYSICIANS GROUP, LLC              | PO0151142 | WC/MEDICAL/J MCALISTER         | \$242.75           |
| 01-00612 | PHYSICIANS GROUP, LLC              | PO0151358 | WC/MEDICAL/J MCALISTER         | \$5,210.82         |
| 01-01227 | AUTRY VO-TECH CENTER               | PO0151340 | PULM FUNCT/RESPIR FIT TEST 9/1 | \$80.00            |
| 01-01338 | J & P SUPPLY, INC.                 | PO0151341 | TOWELS/TISSUE/CLEANER/SPONGES  | \$239.78           |
| 01-01783 | JP MORGAN CHASE                    | PO0151385 | CHASE PAYMENT                  | \$2,638.02         |
| 01-02363 | CONRAD FIRE EQUIP., INC.           | PO0151350 | SEAL EXTRUSION (2)             | \$204.09           |
| 01-02467 | ATLANTIC TACTICAL                  | PO0150310 | UNIFORMS (4)                   | \$294.29           |
| 01-03099 | CHIEF FIRE & SAFETY CO., INC.      | PO0151345 | BOOTS (2)                      | \$570.00           |
| 01-03099 | CHIEF FIRE & SAFETY CO., INC.      | PO0151345 | COUPLINGS (2)/HOSE             | \$250.00           |
| 01-04030 | WELDON PARTS, INC.                 | PO0151352 | V1040 BRAKE SHOES/SPRING KIT   | \$504.18           |
| 01-04162 | K & S TIRE, INC.                   | PO0151347 | V1040 TIRE                     | \$672.97           |
| 01-04217 | TRUTH VERIFICATION POLYGRAPH SERVI | PO0151342 | PRE EMPLOYMENT POLYGRAPH       | \$275.00           |
| 01-04319 | NAPA AUTO PARTS-WAREHOUSE          | PO0151133 | WAREHOUSE PARTS 8/18           | \$49.69            |
| 01-04406 | DOBBS, JO                          | PO0151338 | COAT ALTERATIONS (2)           | \$3.50             |
| 01-04563 | XPRESS WELLNESS, LLC               | PO0151143 | WC/MEDICAL/J MCALISTER         | \$463.32           |
| 01-05652 | CONNECT DME, LLC                   | PO0151289 | WC/MEDICAL/J MCALISTER         | \$250.00           |
| 01-13089 | MERRIFIELD OFFICE SUPPLY           | PO0151339 | INK CARTRIDGES (3)             | \$35.97            |
| 01-13145 | MID-AMERICA WHOLESALE, INC.        | PO0151343 | CUPS                           | \$26.73            |
| 01-15132 | O'REILLY AUTO PARTS, INC.          | PO0151351 | V1040 FUSES                    | \$6.78             |
| 01-15132 | O'REILLY AUTO PARTS, INC.          | PO0151351 | BRUSH                          | \$19.99            |
| 01-15132 | O'REILLY AUTO PARTS, INC.          | PO0151351 | V2072 HOOD SUPPORT             | \$37.80            |
| 01-20106 | T & W TIRE, INC.                   | PO0151349 | V1040 TIRE MOUNT               | \$71.00            |
| 01-32090 | POLK DIRECTORIES, INC.             | PO0150135 | CITY DIRECTORY                 | \$152.50           |
| 01-37890 | OK STATE UNIVERSITY                | PO0151337 | FIRST AID/CPR CARDS (12)       | \$240.00           |
| 01-51190 | JACK'S OUTDOOR POWER EQUIPMENT     | PO0151269 | ETHANOL SHIELD                 | \$337.16           |
| 01-55160 | BOUND TREE MEDICAL, LLC            | PO0151344 | OXYGEN RESPONDER PACK          | \$112.06           |
| 01-56880 | CHIEF SUPPLY                       | PO0151348 | BATTERIES (2)                  | \$76.49            |
|          |                                    |           | <b>FIRE TOTAL</b>              | <b>\$13,064.89</b> |

**FUND 82 DEPT 825 - CLEET**

|          |                               |           |                             |                    |
|----------|-------------------------------|-----------|-----------------------------|--------------------|
| 01-03274 | CLEET                         | PO0151126 | MONTHLY REIMB 8/18          | \$4,868.71         |
| 01-55470 | OK STATE BUREAU INVESTIGATION | PO0151127 | MONTHLY REIMB AFIS 8/18     | \$4,661.46         |
| 01-55470 | OK STATE BUREAU INVESTIGATION | PO0151127 | MONTHLY REIMB FORENSIC 8/18 | \$4,461.02         |
|          |                               |           | <b>CLEET TOTAL</b>          | <b>\$13,991.19</b> |

**FUND 99 DEPT 995 - EPTA**

|          |                           |           |                                |                   |
|----------|---------------------------|-----------|--------------------------------|-------------------|
| 01-01338 | J & P SUPPLY, INC.        | PO0151164 | AIR FRESH DISPENSER/DEODORIZER | \$117.10          |
| 01-01783 | JP MORGAN CHASE           | PO0151385 | CHASE PAYMENT                  | \$869.91          |
| 01-04020 | PAIN MANAGEMENT OF TULSA  | PO0151297 | WC/MEDICAL                     | \$865.94          |
| 01-04319 | NAPA AUTO PARTS-WAREHOUSE | PO0151133 | WAREHOUSE PARTS 8/18           | \$1,808.14        |
| 01-19047 | AT & T                    | PO0151303 | MONTHLY SERVICE 9/18           | \$326.12          |
| 01-65460 | ACTSHON PEST CONTROL      | PO0151304 | PEST CONTROL 9/18              | \$90.00           |
|          |                           |           | <b>EPTA TOTAL</b>              | <b>\$4,077.21</b> |

**FUND 70 DEPT 705 - CDBG**

|          |      |           |                                   |                    |
|----------|------|-----------|-----------------------------------|--------------------|
| 70-03132 | CDSA | PO0145119 | B-17 (421) CDSA EMERGENCY REPAIRS | \$14,757.22        |
|          |      |           | <b>CDBG TOTAL</b>                 | <b>\$14,757.22</b> |

**COMBINED BREAKDOWN OF TOTALS**

|                     |                       |
|---------------------|-----------------------|
| EMA                 | \$318,440.07          |
| EEDA                | \$12,500.00           |
| EPTA                | \$4,077.21            |
| REMAINING FUNDS     | \$1,226,584.16        |
| <b>TOTAL CLAIMS</b> | <b>\$1,561,601.44</b> |

**PURCHASING CARD CLAIMS LIST**

10-2-18

**FUND 10 DEPT 100 - ADMINISTRATIVE SERVICES**

|                        |           |                                 |        |
|------------------------|-----------|---------------------------------|--------|
| AMZN MKTP US           | PO0151385 | COMPUTER MONITOR/MEMORY         | 306.94 |
| AT&T*PREMIER EBIL      | PO0151385 | IPAD DATA PLAN 9/18             | 114.18 |
| BRADFORD INDUSTRIAL SP | PO0151385 | AIR FILTERS/ACTUATOR            | 362.17 |
| DMI* DELL HLTHCR/PTR   | PO0151385 | SOUNDBAR                        | 41.39  |
| LOWES #00205*          | PO0151385 | CEILING TILE/FLOOR POLISH/STONE | 226.01 |
| NORTHWEST CASH-N-CARRY | PO0151385 | SPOT/ODOR CLEANER               | 8.95   |
| SHI INTERNATIONAL CORP | PO0151385 | CMCR PC WINDOWS 10 LICENSE      | 187.46 |

**ADMINISTRATIVE SERVICES TOTAL** **1,247.10**

**FUND 10 DEPT 110 - HUMAN RESOURCES**

|                        |           |                                    |        |
|------------------------|-----------|------------------------------------|--------|
| AT&T*PREMIER EBIL      | PO0151385 | IPAD DATA PLAN 9/18                | 18.23  |
| OKLAHOMA MUNICIPAL LEA | PO0151385 | OML ANNUAL CONF REGISTRATION/S KEY | 225.00 |

**HUMAN RESOURCES TOTAL** **243.23**

**FUND 10 DEPT 120 - LEGAL SERVICES**

|                      |           |                       |        |
|----------------------|-----------|-----------------------|--------|
| OKCOUNTYRECORDS.COM  | PO0151385 | MONTHLY SUBSCRIPTION  | 10.00  |
| WORKERS COMPENSATION | PO0151385 | 2018 WCC CONF/C STEIN | 251.00 |

**LEGAL SERVICES TOTAL** **261.00**

**FUND 10 DEPT 140 - SAFETY**

|                   |           |                      |       |
|-------------------|-----------|----------------------|-------|
| 2000 CED          | PO0151385 | RECEPTACLE TESTER    | 11.27 |
| AT&T*BILL PAYMENT | PO0151385 | IPAD DATA PLAN 9/18  | 33.24 |
| STUART C IRBY     | PO0151385 | ELECTRICITY DETECTOR | 30.27 |

**SAFETY TOTAL** **74.78**

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

|                        |           |                           |        |
|------------------------|-----------|---------------------------|--------|
| ABM PARKING WRWA 0118  | PO0151385 | PARKING/3CMA CONF/D SILAS | 36.00  |
| AT&T*PREMIER EBIL      | PO0151385 | IPAD DATA PLAN 9/18       | 13.24  |
| BENIHANA               | PO0151385 | MEAL/3CMA CONF/D SILAS    | 39.09  |
| COTPA PARKING-SKI DATA | PO0151385 | PARKING/OML CONF/D SILAS  | 10.00  |
| HYATT REGENCY MILWAUKE | PO0151385 | LODGING/3CMA CONF/D SILAS | 549.03 |
| STAPLES 00106633       | PO0151385 | FLASHDRIVE                | 25.99  |

**PR/ETN/MARKETING TOTAL** **673.35**

**FUND 10 DEPT 200 - GENERAL GOVERNMENT**

|                        |           |                             |        |
|------------------------|-----------|-----------------------------|--------|
| BOND 45                | PO0151385 | MEAL/AFA CONF/G PANKONIN    | 138.00 |
| CHICK-FIL-A #02804     | PO0151385 | MEAL/COMMISSION MEETING     | 400.50 |
| COTPA PARKING-SKI DATA | PO0151385 | PARKING/OML CONF/B SHEWEY   | 48.00  |
| CRACKER BARREL #351 ED | PO0151385 | MEAL/OML CONF/B SHEWEY      | 22.36  |
| DANDY S DONUTS         | PO0151385 | MEAL/KAW LAKE MTG           | 119.85 |
| FOOD HALL              | PO0151385 | MEAL/AFA CONF/G PANKONIN    | 4.50   |
| GAYLORD NATIONAL F/D   | PO0151385 | LODGING/AFA CONF/G PANKONIN | 992.48 |
| JUMBO II LLC           | PO0151385 | SUPPLIES/WATER/COFFEE       | 20.54  |
| MCLOONESPIERHOUSE      | PO0151385 | MEAL/AFA CONF/G PANKONIN    | 99.30  |
| PAGE                   | PO0151385 | MEAL/AFA CONF/G PANKONIN    | 10.24  |
| PAPPADEAUX #612 Q80    | PO0151385 | MEAL/AFA CONF/G PANKONIN    | 84.25  |
| RED LOBSTER 0237       | PO0151385 | MEAL/OML CONF/B SHEWEY      | 47.96  |
| RENAISSANCE OKC CONVEN | PO0151385 | LODGING/OML CONF/B SHEWEY   | 227.12 |
| SQUARE *SQ *I.T.S      | PO0151385 | TAXI/AFA CONF/G PANKONIN    | 45.60  |

**GENERAL GOVERNMENT TOTAL** **2,260.70**

## PURCHASING CARD CLAIMS LIST

10-2-18

**FUND 10 DEPT 210 - ACCOUNTING**

|                   |           |                     |        |
|-------------------|-----------|---------------------|--------|
| ADVANTAGE LASER   | PO0151385 | CHECKS              | 488.01 |
| AT&T*PREMIER EBIL | PO0151385 | IPAD DATA PLAN 9/18 | 13.24  |

|                         |  |  |               |
|-------------------------|--|--|---------------|
| <b>ACCOUNTING TOTAL</b> |  |  | <b>501.25</b> |
|-------------------------|--|--|---------------|

**FUND 10 DEPT 250 - INFORMATION TECHNOLOGY**

|                        |           |                     |       |
|------------------------|-----------|---------------------|-------|
| AMZN MKTP US*MT4ZL6O70 | PO0151385 | DISPLAY CABLES      | 23.67 |
| AT&T*PREMIER EBIL      | PO0151385 | IPAD DATA PLAN 9/18 | 13.24 |
| ATWOOD 01 ENID         | PO0151385 | STEP LADDER         | 24.99 |

|                                     |  |  |              |
|-------------------------------------|--|--|--------------|
| <b>INFORMATION TECHNOLOGY TOTAL</b> |  |  | <b>61.90</b> |
|-------------------------------------|--|--|--------------|

**FUND 10 DEPT 350 - CODE ENFORCEMENT**

|                        |           |                       |       |
|------------------------|-----------|-----------------------|-------|
| AMZN MKTP US*MT9OX5OP0 | PO0151385 | BOOK TABS/PENS/HAMMER | 57.82 |
|------------------------|-----------|-----------------------|-------|

|                               |  |  |              |
|-------------------------------|--|--|--------------|
| <b>CODE ENFORCEMENT TOTAL</b> |  |  | <b>57.82</b> |
|-------------------------------|--|--|--------------|

**FUND 10 DEPT 400 - ENGINEERING**

|                        |           |                             |          |
|------------------------|-----------|-----------------------------|----------|
| AMER SOC CIVIL ENGINEE | PO0151385 | ASCE MEMBERSHIP/M KATTA     | 265.00   |
| AT&T*PREMIER EBIL      | PO0151385 | IPAD DATA PLAN 9/18         | 4.74     |
| HOMEWOOD SUITES        | PO0151385 | LODGING/OML CONF/C GDANSKI  | 192.88   |
| INFRASTRUCTURE TECHNOL | PO0151385 | COMPUTER SOFTWARE/IT PIPES  | 1,030.00 |
| OKLAHOMA MUNICIPAL LEA | PO0151385 | TRAINING/OML CONF/GDANSKI   | 225.00   |
| PROGRESSIVE PARKING    | PO0151385 | PARKING/OML CONF/C GDANSKI  | 5.00     |
| SCI BROKEN ARROW       | PO0151385 | LODGING/OFMA CONF/C GDANSKI | 198.00   |

|                          |  |  |                 |
|--------------------------|--|--|-----------------|
| <b>ENGINEERING TOTAL</b> |  |  | <b>1,920.62</b> |
|--------------------------|--|--|-----------------|

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

|                      |           |                                 |       |
|----------------------|-----------|---------------------------------|-------|
| 029 BRAUMS STORE     | PO0151385 | MEAL (12)/EMPLOYEE APPRECIATION | 11.98 |
| ACE HDWE             | PO0151385 | HDMI CABLE                      | 9.99  |
| AT&T*BILL PAYMENT    | PO0151385 | IPAD DATA PLAN 9/18             | 48.98 |
| ENID WINNELSON CO    | PO0151385 | WATER FILTER                    | 15.17 |
| HOBBY-LOBBY #0008    | PO0151385 | FRAMES/ORGANIZER                | 32.73 |
| LOCKE SUPPLY - ENID  | PO0151385 | FILTER CARTRIDGE                | 37.01 |
| LOCKE SUPPLY WE ENID | PO0151385 | SURGE SUPPRESSOR                | 19.74 |
| LOWES #00205*        | PO0151385 | SCREWS                          | 23.12 |
| PDQ PRINTING         | PO0151385 | BUSINESS CARDS/E SMITH          | 45.00 |
| RAISING CANE'S #339  | PO0151385 | MEAL (2)/ROADS SCHOLAR COURSE   | 15.38 |
| STAPLES 00106633     | PO0151385 | KEY CABINET/3-HOLE PUNCH        | 23.88 |
| WAL-MART #0499       | PO0151385 | TOASTER/HOT COCOA               | 13.89 |
| WENDY'S 0271         | PO0151385 | MEAL (2)/ROADS SCHOLAR COURSE   | 17.96 |
| WM SUPERCENTER #499  | PO0151385 | PLANNER                         | 7.00  |

|                                |  |  |               |
|--------------------------------|--|--|---------------|
| <b>PUBLIC WORKS MGMT TOTAL</b> |  |  | <b>321.83</b> |
|--------------------------------|--|--|---------------|

**FUND 10 DEPT 710 - FLEET MGMT**

|                        |           |                                |         |
|------------------------|-----------|--------------------------------|---------|
| EXPEDIA 7378227253255  | PO0151385 | (CREDIT) INSURANCE REFUND      | (50.00) |
| JEFFERSONS FT. PAYNE   | PO0151385 | MEAL (2)/HEIL TRAINING/P PEREZ | 24.79   |
| LAMPTON WELDING SUPPLY | PO0151385 | V628 JUMP POINTS               | 36.53   |
| LOCKE SUPPLY WHC ENID  | PO0151385 | AIR GRILL                      | 6.82    |
| LOWES #00205*          | PO0151385 | UTILITY SINK                   | 141.86  |
| UNITED 01671793908271  | PO0151385 | AIRFARE/HEIL TRAINING/P PEREZ  | 324.00  |

|                         |  |  |               |
|-------------------------|--|--|---------------|
| <b>FLEET MGMT TOTAL</b> |  |  | <b>484.00</b> |
|-------------------------|--|--|---------------|

**PURCHASING CARD CLAIMS LIST**

10-2-18

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

|                        |           |                                           |        |
|------------------------|-----------|-------------------------------------------|--------|
| ACE HDWE               | PO0151385 | MULCH                                     | 4.99   |
| AMZN MKTP US*MT8AW13Z2 | PO0151385 | PLASTIC SHEETING                          | 397.97 |
| AMZN MKTP US*MT9HV9LL0 | PO0151385 | GLOW STICKS/PHOTO BACKDROP/HAUNTED GYM    | 110.92 |
| AT&T*BILL PAYMENT      | PO0151385 | IPAD DATA PLAN 9/18                       | 116.20 |
| ATWOOD 01 ENID         | PO0151385 | BALL HITCH (2)/LOCKING HITCH PIN (2)      | 113.96 |
| CUSTMLANYARDLANYARDS   | PO0151385 | CULTURAL EVENT LANYARDS (50)              | 198.66 |
| DOLLAR-GENERAL #2858   | PO0151385 | BUG SPRAY (4)                             | 17.00  |
| ENID WINNELSON CO      | PO0151385 | PEX PIPE/STOPS/FITTING                    | 108.65 |
| HOMDEPOT.COM           | PO0151385 | ANIMATED WITCHES/PUMPKINS/HAUNTED GYM     | 258.98 |
| ICON ENTERPRISES INC   | PO0151385 | CIVIC REC SOFTWARE FEE 7/18-9/18          | 335.38 |
| JACK'S OUTDOOR POWER E | PO0151385 | SLEEVE (6)/HELICAL SPRING (3)/COVER (7)   | 261.48 |
| KINNUNEN SALES AND REN | PO0151385 | HAND TORCH                                | 34.99  |
| LOWES #00205*          | PO0151385 | ANIMATED WEREWOLF/HAUNTED GYM             | 170.97 |
| LOWES #00205*          | PO0151385 | BATTERIES/BULBS/PAINT/FITTINGS            | 306.33 |
| NORTHWEST CASH-N-CARRY | PO0151385 | FLOOR CLEANER/GRAFFITI REMOVER/SCRUB PADS | 202.54 |
| OTC BRANDS, INC.       | PO0151385 | COSTUME/HAUNTED GYM                       | 26.99  |
| SEARS HHO INC 1382     | PO0151385 | BIT SET                                   | 34.99  |
| SHERWIN WILLIAMS 70718 | PO0151385 | BALLFIELD PAINT/PUMP PROTECTOR/LUBE       | 308.94 |
| STANLEYS WRECKER       | PO0151385 | FOOTBALL FIELD BUILDING RELOCATION        | 100.00 |
| STUART C IRBY          | PO0151385 | BULBS (30)                                | 68.40  |
| WALGREENS #5531        | PO0151385 | TENNIS BALLS/FRISBEES/DOGGIE DIP          | 21.87  |
| WAL-MART #0499         | PO0151385 | DOG TREATS/DOGGIE DIP                     | 6.94   |
| WAL-MART #0499         | PO0151385 | LIGHTS/TAPE/HAUNTED GYM                   | 73.81  |

**PARKS & RECREATION TOTAL** **3,280.96**

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

|                        |           |                                |          |
|------------------------|-----------|--------------------------------|----------|
| AT&T*PREMIER EBIL      | PO0151385 | IPAD DATA PLAN 9/18            | 62.22    |
| HUGHES LUMBER COMPANY  | PO0151385 | LUMBER                         | 75.40    |
| NEENAH FOUNDRY COMPANY | PO0151385 | INLET FRAME/GRATE              | 263.00   |
| P AND K EQUIPMENT ENID | PO0151385 | V568 DIAGNOSIS                 | 105.00   |
| P AND K EQUIPMENT ENID | PO0151385 | V570 SOLVENT/HANDLE/SWITCH/HUB | 1,260.91 |
| P AND K EQUIPMENT ENID | PO0151385 | V573 WINDOW                    | 415.30   |
| P AND K EQUIPMENT ENID | PO0151385 | V584 SEALS                     | 76.58    |
| WW STARR LUMBER ENID   | PO0151385 | SCREWS/SHARPENER/NUT DRIVERS   | 51.04    |

**STRMWTR & ROADWAY MAINT TOTAL** **2,309.45**

**FUND 10 DEPT 750 -TECHNICAL SERVICES**

|                        |           |                                 |        |
|------------------------|-----------|---------------------------------|--------|
| 2000 CED               | PO0151385 | V603 HEAT SHRINK                | 23.56  |
| 3M CREDIT              | PO0151385 | SIGN SHEETING                   | 696.00 |
| ACE HDWE               | PO0151385 | NUTS/BOLTS/SCREWS               | 14.87  |
| AMAZON.COM             | PO0151385 | CELL PHONE CASES (4)            | 87.45  |
| AMZN MKTP US           | PO0151385 | V604/V361 VIDEO CABLE           | 26.97  |
| AMZN MKTP US           | PO0151385 | V655 POWER INVERTER             | 199.97 |
| AT&T*PREMIER EBIL      | PO0151385 | IPAD DATA PLAN 9/18             | 142.68 |
| CENEX FARMERS 07053606 | PO0151385 | PROPANE                         | 65.99  |
| ENID WINNELSON CO      | PO0151385 | PLUNGER                         | 8.09   |
| FASTENAL COMPANY01     | PO0151385 | BOLTS                           | 20.97  |
| GADES SALES CO. INC    | PO0151385 | SCHOOL ZONE LIGHTS              | 324.95 |
| HERC RENTALS           | PO0151385 | POWER TROWEL RENTAL             | 70.30  |
| HUGHES LUMBER COMPANY  | PO0151385 | FORM LUMBER                     | 143.34 |
| INDUSTRIAL MATERIALS   | PO0151385 | KEYS                            | 7.00   |
| KINNUNEN SALES AND REN | PO0151385 | CUT OFF WHEEL/FLAP DISK/GRINDER | 316.31 |
| LINE-X ON BROADWAY     | PO0151385 | V603 SPRAY LINER/INSTALL        | 900.00 |
| LOCKE SUPPLY - ENID    | PO0151385 | NITRILE GLOVES /CONDUIT         | 21.08  |
| LOWES #00205*          | PO0151385 | ADJUSTABLE T- SQUARE            | 20.98  |
| LOWES #00205*          | PO0151385 | V603 VIDEO CABLE                | 21.46  |
| SIGNWAREHOUSE.COM      | PO0151385 | INK CARTRIDGE/VINYL/GROMMETS    | 827.19 |

## PURCHASING CARD CLAIMS LIST

10-2-18

|                        |           |                                  |        |
|------------------------|-----------|----------------------------------|--------|
| SQU*SQ *SLATER MECHANI | PO0151385 | V605 DIVIDERS                    | 125.00 |
| STAPLES 00106633       | PO0151385 | SHARPIE MARKERS/DAILY LOG BOOK   | 20.58  |
| WM SUPERCENTER #499    | PO0151385 | INVITATIONS/RETIREMENT RECEPTION | 8.40   |

|                                 |                 |
|---------------------------------|-----------------|
| <b>TECHNICAL SERVICES TOTAL</b> | <b>4,093.14</b> |
|---------------------------------|-----------------|

**FUND 10 DEPT 900 - LIBRARY**

|                        |           |                                 |        |
|------------------------|-----------|---------------------------------|--------|
| 030 BRAUMS STORE       | PO0151385 | PROGRAM SUPPLIES                | 5.38   |
| AMZN MKTP US           | PO0151385 | PROGRAM SUPPLIES                | 20.98  |
| BAKER & TAYLOR - BOOKS | PO0151385 | BOOKS (45)                      | 724.20 |
| BRODART BOOKS          | PO0151385 | BOOKS (69)                      | 993.09 |
| CAFE GARCIA            | PO0151385 | MEAL (15)/LIBRARY BOARD MEETING | 179.85 |
| CANVA 02078-3489216    | PO0151385 | FLYER TEMPLATES                 | 5.00   |
| JUMBO FOODS            | PO0151385 | MEAL (8)/ODL TRAINING           | 32.51  |
| LOWES #00205*          | PO0151385 | ELECTRICAL BOX                  | 1.85   |
| MERRIFIELD OFFICE & SC | PO0151385 | NOTARY STAMP/PENS               | 32.30  |
| POLOS AUTHENTIC ME     | PO0151385 | MEAL/OLA CONF/J REGIER          | 10.02  |
| VISTAPR*VISTAPRINT.COM | PO0151385 | BANNERS (2)                     | 129.97 |
| WALGREENS #5531        | PO0151385 | PROGRAM SUPPLIES                | 7.32   |
| WAL-MART #0499         | PO0151385 | PROGRAM SUPPLIES                | 82.36  |

|                      |                 |
|----------------------|-----------------|
| <b>LIBRARY TOTAL</b> | <b>2,224.83</b> |
|----------------------|-----------------|

**FUND 20 DEPT 205 - AIRPORT**

|                        |           |                                  |          |
|------------------------|-----------|----------------------------------|----------|
| AMAZON.COM             | PO0151385 | EAR PLUGS                        | 25.63    |
| AMERICAN 0010268336881 | PO0151385 | BAGGAGE FEE/AFA CONF/D OHNESORGE | 25.00    |
| AMZN MKTP US*MT1N633D0 | PO0151385 | DISPOSABLE RAGS/SAFETY VEST      | 78.51    |
| ATWOOD 01 ENID         | PO0151385 | (CREDIT) FENCE REFUND            | (127.99) |
| DOWNTOWN THREADS       | PO0151385 | 2018 POKER RUN SHIRTS            | 563.55   |
| JAMIE'S BARNSTORMERS   | PO0151385 | MEAL (3)/DEPT MEETING            | 30.72    |
| JUMBO II LLC           | PO0151385 | BOTTLED WATER                    | 7.96     |
| SPORTY'S (800) 548-464 | PO0151385 | POKER RUN PRIZE                  | 40.00    |
| STAPLES 00106633       | PO0151385 | SECURITY ENVELOPES               | 21.98    |

|                      |               |
|----------------------|---------------|
| <b>AIRPORT TOTAL</b> | <b>665.36</b> |
|----------------------|---------------|

**FUND 22 DEPT 225 - GOLF**

|                        |           |                       |          |
|------------------------|-----------|-----------------------|----------|
| GOOGLE *VMINNOVATIONS  | PO0151385 | WATER FOUNTAIN FILTER | 57.99    |
| HAMPEL OIL DISTRIBUTOR | PO0151385 | DIESEL                | 1,295.00 |
| HAMPEL OIL DISTRIBUTOR | PO0151385 | UNLEADED              | 992.93   |
| SAVE A LOT #24925      | PO0151385 | SNACKBAR SUPPLIES     | 64.20    |
| SQU*SQ *D W LOCK & KEY | PO0151385 | LOCKSMITH SERVICES    | 50.00    |

|                   |                 |
|-------------------|-----------------|
| <b>GOLF TOTAL</b> | <b>2,460.12</b> |
|-------------------|-----------------|

**FUND 31 DEPT 230 - UTILITY SERVICES**

|                |           |                                      |        |
|----------------|-----------|--------------------------------------|--------|
| AMZN MKTP US   | PO0151385 | HAND WARMERS (200)/INK CARTRIDGE (3) | 376.39 |
| CASEYS ENID    | PO0151385 | MEAL (11)/DEPT MEETING               | 41.97  |
| WAL-MART #0499 | PO0151385 | GATORADE                             | 60.06  |
| WAL-MART #0499 | PO0151385 | MEAL (11)/DEPT MEETING               | 22.06  |

|                               |               |
|-------------------------------|---------------|
| <b>UTILITY SERVICES TOTAL</b> | <b>500.48</b> |
|-------------------------------|---------------|

**FUND 31 DEPT 760 - SOLID WASTE**

|                        |           |                        |        |
|------------------------|-----------|------------------------|--------|
| AT&T*BILL PAYMENT      | PO0151385 | IPAD DATA PLAN 9/18    | 282.60 |
| STANLEYS WRECKER       | PO0151385 | V214 TOWING            | 450.00 |
| STANLEYS WRECKER       | PO0151385 | V226 TOWING            | 400.00 |
| STAPLES 00106633       | PO0151385 | PRINTER CARTRIDGE/PENS | 58.48  |
| VERMEER GREAT PLAINS I | PO0151385 | V252 GRINDER BOLTS     | 353.72 |

**PURCHASING CARD CLAIMS LIST**

10-2-18

|                       |           |                      |       |
|-----------------------|-----------|----------------------|-------|
| WAL-MART #0499        | PO0151385 | CAR CHARGER          | 14.88 |
| YELLOWHOUSE MACHINERY | PO0151385 | RENTAL LOADER CLAMPS | 15.44 |

|                          |                 |
|--------------------------|-----------------|
| <b>SOLID WASTE TOTAL</b> | <b>1,575.12</b> |
|--------------------------|-----------------|

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

|                   |           |                                    |        |
|-------------------|-----------|------------------------------------|--------|
| HOBBY-LOBBY #0008 | PO0151385 | FRAMES/ORGANIZER                   | 32.74  |
| STAPLES 00106633  | PO0151385 | LABELER CARTRIDGES/BINDERS/FOLDERS | 148.31 |
| USA BLUE BOOK     | PO0151385 | SAMPLING DIPPER                    | 152.08 |
| WAL-MART #0499    | PO0151385 | TOASTER/HOT COCOA                  | 13.89  |

|                                    |               |
|------------------------------------|---------------|
| <b>PUBLIC UTILITIES MGMT TOTAL</b> | <b>347.02</b> |
|------------------------------------|---------------|

**FUND 31 DEPT 790 - WATER PRODUCTION**

|                        |           |                           |        |
|------------------------|-----------|---------------------------|--------|
| AMAZON.COM             | PO0151385 | COOLERS (2)               | 68.78  |
| AMAZON.COM*MT8JJ3NO2   | PO0151385 | HAND PUMP                 | 25.93  |
| AUTOMATIONDIRECT.COM   | PO0151385 | CONTACTOR/OVERLOAD/RELAY  | 112.00 |
| BELL SUPPLY - ENID OK  | PO0151385 | COUPLINGS                 | 75.94  |
| LOCKE SUPPLY - WHC ENI | PO0151385 | CONDENSER P-TRAP/COUPLING | 2.39   |
| LOWES #00205*          | PO0151385 | CLEANING SUPPLIES         | 81.99  |
| MUNN SUPPLY            | PO0151385 | NITROGEN                  | 37.20  |
| P AND K EQUIPMENT ENID | PO0151385 | V309 COOLANT HOSE         | 13.86  |
| TSURUMI (AMERICA) INC. | PO0151385 | TRASH PUMP INNER CASING   | 225.50 |

|                               |               |
|-------------------------------|---------------|
| <b>WATER PRODUCTION TOTAL</b> | <b>643.59</b> |
|-------------------------------|---------------|

**FUND 31 DEPT 795 - UTILITY MAINTENANCE**

|                     |           |                               |        |
|---------------------|-----------|-------------------------------|--------|
| AT&T*PREMIER EBIL   | PO0151385 | IPAD DATA PLAN 9/18           | 204.16 |
| PAYPAL *REPAIRPARTS | PO0151385 | IPAD SCREEN REPLACEMENT PARTS | 64.98  |

|                                  |               |
|----------------------------------|---------------|
| <b>UTILITY MAINTENANCE TOTAL</b> | <b>269.14</b> |
|----------------------------------|---------------|

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

|                   |           |                              |        |
|-------------------|-----------|------------------------------|--------|
| ENID WINNELSON CO | PO0151385 | PVC PIPE/BALL VALVE/FITTINGS | 487.32 |
| USA BLUE BOOK     | PO0151385 | SUCTION HOSES (4)/REGULATOR  | 510.05 |

|                                    |               |
|------------------------------------|---------------|
| <b>WASTEWATER PLANT MGMT TOTAL</b> | <b>997.37</b> |
|------------------------------------|---------------|

**FUND 51 DEPT 515 - POLICE**

|                        |           |                                |        |
|------------------------|-----------|--------------------------------|--------|
| ABM PARKING WRWA 0118  | PO0151385 | PARKING/ICAC CONF              | 54.00  |
| AIRGAS CENTRAL         | PO0151385 | FIRE EXTINGUISHER (12)         | 392.19 |
| AMERICAN 0010267633070 | PO0151385 | BAGGAGE FEES/ICAC CONF         | 100.00 |
| AMZN MKTP US           | PO0151385 | CAMERA HARD DRIVES/ACCESSORIES | 94.77  |
| BAR LOUIE KANSAS C     | PO0151385 | MEAL/NPCA K-9 SEMINAR/C SMITH  | 13.25  |
| BREWERY EMPERIAL       | PO0151385 | MEAL/NPCA K-9 SEMINAR/C SMITH  | 16.06  |
| CROWN CENTER REDEVELOP | PO0151385 | MEAL/NPCA K-9 SEMINAR/C SMITH  | 35.65  |
| DAVES COSMIC SUBS      | PO0151385 | MEAL (2)/ICAC                  | 18.75  |
| ENTERPRISE RENT-A-CAR  | PO0151385 | CAR RENTAL/ICAC CONF           | 314.38 |
| FRITZ'S RAILROAD REST  | PO0151385 | MEAL/NPCA K-9 SEMINAR/C SMITH  | 13.79  |
| GASOLINE ALLEY         | PO0151385 | MEAL (2)/ICAC CONF             | 26.60  |
| GLENDALE PARADE STORE  | PO0151385 | UNIFORMS (13)/HONOR GUARD      | 189.35 |
| HAMPTON INNS AKRON     | PO0151385 | LODGING (2)/ICAC CONF          | 743.40 |
| HARDEES 1505930        | PO0151385 | MEAL (2)/NPCA CONF             | 16.17  |
| LONGHORN STEAK00052571 | PO0151385 | MEAL (2)/ICAC CONF             | 46.94  |
| LOWES #00205*          | PO0151385 | LED LIGHTS/GROMMETS (7)/RAGS   | 294.07 |
| MCALISTER'S DELI 727   | PO0151385 | EMPLOYEE ERROR/REIMB           | 12.75  |
| OLIVE GARDEN 00010876  | PO0151385 | MEAL (2)/ICAC CONF             | 39.47  |
| OPCTF                  | PO0151385 | ENROLLMENT (4)/OPTCF TRAINING  | 100.00 |
| OUTBACK 3631           | PO0151385 | MEAL (2)/ICAC CONF             | 49.59  |

**PURCHASING CARD CLAIMS LIST**

10-2-18

|                        |           |                                      |          |
|------------------------|-----------|--------------------------------------|----------|
| PANERA BREAD #202376   | PO0151385 | MEAL (3)/NPCA K-9 SEMINAR/C SMITH    | 85.59    |
| PETSMART # 2427        | PO0151385 | CAT SUPPLIES/ANIMAL SHELTER          | 94.97    |
| PF CHANGS #9863        | PO0151385 | MEAL (2)/ICAC CONF                   | 52.04    |
| Q 39                   | PO0151385 | MEAL (2)/NPCA CONF                   | 33.55    |
| RED LOBSTER 0324       | PO0151385 | MEAL (2)/ICAC CONF                   | 57.62    |
| SHERATON               | PO0151385 | LODGING (2)/NPCA CONF                | 1,375.94 |
| STAPLES 00106633       | PO0151385 | COMPUTER HARDDRIVE                   | 59.99    |
| STUART C IRBY          | PO0151385 | CORD (500 CORD)                      | 279.00   |
| THE ORIGINAL STEAK AND | PO0151385 | MEAL (2)/ICAC CONF                   | 25.62    |
| THE RAIL               | PO0151385 | MEAL (2)/ICAC CONF                   | 24.29    |
| TXTAG 888 468 9824     | PO0151385 | TOLL/POLYGRAPH SCHOOL/C VON SCHRILTZ | 10.05    |
| USPS PO 3928270415     | PO0151385 | SHIPPING FEES                        | 3.75     |

**POLICE TOTAL** 4,673.59

**FUND 65 DEPT 655 - FIRE**

|                        |           |                                         |        |
|------------------------|-----------|-----------------------------------------|--------|
| AED SUPERSTORE         | PO0151385 | ELECTRODE PADS                          | 119.00 |
| AMAZON.COM*MT90713X2   | PO0151385 | 35MM SLIDE SCANNER                      | 139.95 |
| AMZN MKTP US*MT4I32O61 | PO0151385 | EXAM GLOVES/BATTERIES/MOUNTING HARDWARE | 540.17 |
| ENID WINNELSON CO      | PO0151385 | PIPE CLAMP/PVC COUPLING                 | 15.17  |
| INTERSTATE ALL BATTERY | PO0151385 | BATTERY JUMP PACK                       | 159.71 |
| LOWES #00205*          | PO0151385 | EXTENSION CORD/TOOL BAG/SPACERS         | 82.04  |
| MANN'S RENTAL LLC      | PO0151385 | FIRE EXTINGUISHER RECHARGE (2)          | 126.00 |
| MERRIFIELD OFFICE & SC | PO0151385 | INK CATRIDGE                            | 44.30  |
| P AND K EQUIPMENT ENID | PO0151385 | WHEELS/BELT/PULLEY                      | 145.01 |
| PARSONS KELLOGG        | PO0151385 | JUNIOR HELMETS (400)                    | 236.35 |
| PAYPAL *PTSSHIPPEDQ    | PO0151385 | WASHER SOLENOID VALVE                   | 55.69  |
| PAYPAL *STW MED FDN    | PO0151385 | CRITICAL CARE CONF/J RIDGE              | 35.00  |
| SEARS ROEBUCK 8420     | PO0151385 | WASHING MACHINE SERVICE                 | 89.00  |
| SMK*SURVEYMONKEY.COM   | PO0151385 | SURVEY SUBSCRIPTION                     | 37.00  |
| STAPLES 00106633       | PO0151385 | CAMERA MEMORY CARDS                     | 77.48  |
| UNITED LINEN           | PO0151385 | KITCHEN/SHOP TOWELS                     | 37.72  |
| WATER FILTER ORDER     | PO0151385 | ICE MACHINE WATER FILTERS               | 275.94 |
| WPSG, INC              | PO0151385 | FACE SHIELD (4)/HELMET                  | 422.49 |

**FIRE TOTAL** 2,638.02

**FUND 99 DEPT 995 - EPTA**

|                  |           |                                           |        |
|------------------|-----------|-------------------------------------------|--------|
| LOWES #00205*    | PO0151385 | SHELF/TRASH BAGS/BASKET                   | 81.94  |
| STANLEYS WRECKER | PO0151385 | V8569 TOWING                              | 275.00 |
| STAPLES 00106633 | PO0151385 | FILE FOLDERS/FILE HOLDERS/TABLET CHARGERS | 283.16 |
| WAL-MART #0499   | PO0151385 | PAPER TOWELS/WIPES/ANTIFREEZE/BAGS        | 229.81 |

**EPTA TOTAL** 869.91

**JP MORGANCHASE CLAIMS LIST TOTAL** \$ 35,655.68



**City Commission Meeting**

11.1.

**Meeting Date:** 10/02/2018

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

---

**SUBJECT:**

**CONSIDER A RESOLUTION INCREASING THE 2018-2019 FISCAL FINANCIAL PLAN FOR THE ENID MUNICIPAL AUTHORITY IN THE AMOUNT OF \$12,098,170.00.**

**BACKGROUND:**

This is a companion item to 7.2 and 7.3. Enid Municipal Authority closed on the EMA Series 2018 Oklahoma Water Resources Board (OWRB) Note on September 10, 2018 with total project funds of \$20,000,000.00 available for transfer. The project funds of \$12,098,170.00 will be transferred from the Enid Municipal Authority to the Water Capital Improvement Fund to provide funding for the Kaw Lake program Phase 3 amendment with Garver, LLC, Little Rock, Arkansas.

**RECOMMENDATION:**

Approve resolution.

**PRESENTER:**

Erin Crawford, Chief Financial Officer.

---

**Fiscal Impact**

**Budgeted Y/N:** N  
**Amount:** \$12,098,170.00  
**Funding Source:**  
2018 DWSRF Loan

---

**Attachments**

Resolution

---

### THIRD AMENDMENT TO MANAGEMENT AGREEMENT

This Third Amendment to the Management Agreement (this "Third Amendment") is entered into on the \_\_\_\_ day of \_\_\_\_\_, 2018 ("Amendment Effective Date") between the City of Enid, Oklahoma ("City") and Global Spectrum, L.P., a Delaware limited partnership ("Manager").

**WHEREAS**, the City and Manager are parties to a Management Agreement dated August 1, 2009 ("Original Agreement"), which was subsequently amended by a First Amendment to the Management Agreement dated October 19, 2010 ("First Amendment"), pursuant to which the Manager is managing and operating the Cherokee Strip Conference Center (the "Conference Center") and providing certain services with respect to the Enid Convention and Visitors Bureau ("CVB Services") and which was subsequently amended by a Second Amendment dated July 17, 2012 ("Second Amendment") which added to Manager's management duties Convention Hall and Central National Bank Center (the Original Agreement, as amended by such First Amendment and Second Amendment, is referred to herein as the "Agreement");

**WHEREAS**, the City operates Meadowlake Golf Course (the "Course"), and , as part of the services provided to the residents that play golf at the course, the City has sold low point beer to patrons from the snack bar at the Course ("Snack Bar");

**WHEREAS**, changes to the State of Oklahoma's Regulation of the liquor industry are going into effect October 1, 2018 which, among other things, will classify beer as alcoholic beverages and, as a result, , the City no longer desires to sell beer from the Snack Bar or otherwise at the Course and instead desires that Manager do so;

**WHEREAS**, the City and the Manager now desire to amend the Agreement to provide that the Manager shall manage and operate the food and beverage services at the Snack Bar.

**NOW THEREFORE**, in consideration of the mutual covenants and premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. Capitalized terms used herein and not defined herein shall have the meanings given to such terms in the Agreement.

2. A new Section 2.1(d) is added to the Agreement, as follows:

“(c) Subject to Section 2.2 below, in addition to the services described in the Agreement, Manager shall provide food and beverage service (non-alcoholic beverages and alcoholic beverages) from the Snack Bar (“Snack Bar Services”). The Snack Bar is located in the northeast corner of the Course’s clubhouse. The Snack Bar shall be staffed with part-time employees of Manager, at the cost of the City. All costs of utilities, equipment, capital improvements, insurance, etc. related to the Course (including the Snack Bar) shall be paid by the City.

3. A new Section 3.5 is added to the Agreement, as follows:

“Incentive Fee. To compensate for the Snack Bar Services, the Manager shall be entitled to receive a Meadowlake Golf Course Incentive Fee for each full or partial Operating Year of the term. The Incentive Fee shall be equal to seven and a half percent (7.5%) of all gross revenue from food and beverage sales at the Snack Bar. The Incentive Fee shall be paid to Manager by the City no later than ninety (90) days following the end of each Operating Year.”

4. All costs related to the provision of the Snack Bar Services (including without limitation labor costs, costs of goods, cost of obtaining and maintaining the alcohol licenses/permits, insurance costs, maintenance costs, and other related costs) shall be funded by the City pursuant to a “Snack Bar Budget” (which shall be separate and distinct from the Operating Budget and CVB Services Budget) to be developed each year by Manager, subject to the approval of the City. The establishment and approval process for the Snack Bar Budget shall be the same process as that in place for the Operating Budget, as described in Sections 7.1 and 7.2 of the Agreement. The Snack Bar Budget for the remainder of the 2018-19 Operating Year shall be developed by Manager within 60 days after this Amendment is fully executed.

5. Manager shall establish a separate account in the name of the City and under the City’s Federal ID number entitled the “**Snack Bar Operating Account**”, or something similar, into which the City shall fund expenses related to the Snack Bar operation pursuant to the Snack Bar Budget. Funding of the Snack Bar Operating Account shall be under the same process as that in place for the Operating Account, as described in Section 9.1 and 9.2 of the Agreement, except that the parties recognize that, at least initially, little revenue will be generated by the Snack Bar services so all amounts required to be funded into the Snack Bar Operating Account will be deposited on a monthly basis into such account by the City. The parties acknowledge that in the future, there is intended to be sufficient revenue generated by Manager’s performance of the Snack Bar services to pay for Snack Bar expenses, and Manager shall deposit such revenue into the Snack Bar Operating Account to pay Snack Bar expenses as they become due. Manager shall have the right to access such account and withdraw such funds to pay for expenses related to the Snack Bar services. In no event will Manager have any risk of operating losses from its provision of the Snack Bar Services; the City shall fund all such losses.

6. Manager shall keep and maintain, at its offices in the Facility, separate and independent records regarding its activities related to the Snack Bar Services. The City or its authorized agent shall have the right to audit and inspect such records from time to time during the Term, upon reasonable notice to Manager and during Manager's ordinary business hours. Manager agrees to provide to the City, within thirty (30) days after the end of each month during the Term, a statement of revenues and expenditures for such month and year to date related to Manager’s provision of the Snack Bar Services, in accordance with generally accepted accounting principles. Additionally, Manager shall submit to the City, or shall cause the applicable public depository utilized by Manager to submit to the City, on a monthly basis, copies of all bank statements concerning the Snack Bar Operating Account.

7. For the sake of clarity, the parties acknowledge and agree that the

Operating Budget, as such term is used in the Agreement, shall not include revenue and expenses from the CVB Services or Snack Bar Services, and the terms "Revenue", "Operating Expenses", "Net Operating Loss" and "Net Operating Profit" shall not pertain to, and shall exclude, all revenue and expenses from the CVB Services and Snack Bar Services. As such, the Incentive Fee, as described in Section 3.2 of the Agreement, shall not be calculated in any part on the revenues and expenses related to the CVB Services or Snack Bar Services.

8. Manager shall seek to obtain all necessary alcohol licenses/permits to be able to legally sell alcohol from the Snack Bar, the costs of which shall be operating expenses of the Snack Bar operation to be funded by the City. The City shall assist Manager in obtaining such licenses/permits. If for any reason Manager is unable to obtain and maintain such licenses/permits, this Agreement shall terminate without liability to either party.

8. Except for the modifications specifically set forth above, all of the provisions of the Agreement shall remain unmodified and in full force and effect, including without limitation all of the provisions contained in the First Amendment and Second Amendment. All reference to the Agreement in the Agreement or in any other document referencing the Agreement shall be deemed to refer to the Agreement as amended hereby.

9. This Amendment shall be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to conflicts of law.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

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

**THE CITY OF ENID,  
An Oklahoma Municipal Corporation**

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

(SEAL)

ATTEST:

\_\_\_\_\_  
Alissa Lack, City Clerk

**GLOBAL SPECTRUM, L.P.,  
A Delaware Limited Partnership**

---

Signature

---

Printed Name

---

Title