

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 April, 2019, in the Council Chambers of the City Administration Building, located at 401 W. Owen K. Garriott Road in said city, and the agenda for said meeting is as follows:

- AGENDA -

MAYOR AND BOARD OF COMMISSIONERS REGULAR MEETING

- 1. CALL TO ORDER/ROLL CALL.
- 2. INVOCATION.
- 3. FLAG SALUTE.
- 4. CONSIDER APPROVAL OF MINUTES OF THE REGULAR COMMISSION MEETING OF MARCH 19, 2019.
- 5. AWARDS, PRESENTATIONS, PROCLAMATIONS, AND ORGANIZATIONAL BUSINESS.
 - 1. PRESENT PET AVAILABLE FOR ADOPTION AT THE CITY ANIMAL SHELTER.
 - 2. CHILD ABUSE PREVENTION MONTH PROCLAMATION.
 - 3. MONTH OF THE MILITARY CHILD PROCLAMATION.
 - 4. CRIME VICTIMS AWARENESS WEEK.

- 5. REMOVE FROM THE TABLE AN ITEM TO CONSIDER AN APPOINTMENT TO THE ENID JOINT RECREATION TRIAD (EJRT), AND CONSIDER AN APPOINTMENT TO SAID BOARD.
- 6. CONSIDER APPOINTMENTS TO THE ADA ACCESS BOARD AND THE POLICE CIVIL SERVICE COMMISSION.
- 6. ADMINISTRATION.
 - 1. DISCUSS DESIGNATING AN AREA FOR AND NAMING A PARK AT A LOCATION SOUTH OF THE ENID SENIOR CENTER, LOCATED AT 202 WEST WALNUT AVENUE.

7. CONSENT.

- 1. APPROVE CHANGE ORDER NO. 2 WITH MTZ CONSTRUCTION INC., OKLAHOMA CITY, OKLAHOMA, FOR PROJECT NO. M-1805, 2018 ADA COMPLIANCE PROGRAM AT COOLIDGE ELEMENTARY SCHOOL, IN THE DEDUCT AMOUNT OF \$81,454.00.
- 2. ACCEPT THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ)
 PERMIT NO. WL000024190036 TO RELOCATE A WATERLINE ALONG NORTH
 KENNEDY AS PART OF THE LOCAL STREET WATERLINE IMPROVEMENTS, PROJECT
 NO. W-1907.
- 3. ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY CONSTRUCTION EASEMENT FROM PAUL ANDREW WYCKOFF AND MICHAEL ANN BRADY OF KAY COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R1, IN THE AMOUNT OF \$6,500.00, AND AUTHORIZE PAYMENT.
- 4. ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY CONSTRUCTION EASEMENT FROM TERRI A. HADLEY REVOCABLE TRUST AND SHAWN LESSERT REVOCABLE TRUST OF OSAGE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R2, IN THE AMOUNT OF \$9,575.00, AND AUTHORIZE PAYMENT.
- 5. ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY CONSTRUCTION EASEMENT FROM TERRI A. HADLEY REVOCABLE TRUST AND SHAWN LESSERT REVOCABLE TRUST OF OSAGE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R2, IN THE AMOUNT OF \$15,600.00, AND AUTHORIZE PAYMENT.
- 6. ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY CONSTRUCTION EASEMENT FROM TERRI A. HADLEY REVOCABLE TRUST AND SHAWN LESSERT REVOCABLE TRUST OF OSAGE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R2, IN THE AMOUNT OF \$4,800.00, AND AUTHORIZE PAYMENT.
- 7. ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY CONSTRUCTION EASEMENT FROM TERRI A. HADLEY REVOCABLE TRUST AND SHAWN LESSERT REVOCABLE TRUST OF OSAGE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R2, IN THE AMOUNT OF \$9,500.00, AND AUTHORIZE PAYMENT.

- 8. ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY CONSTRUCTION EASEMENT FROM TERI L. NESTER OF KAY COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R1, IN THE AMOUNT OF \$10,325.00, AND AUTHORIZE PAYMENT.
- 9. ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY CONSTRUCTION EASEMENT FROM SHELTON AND CARRIE L. HORTON OF KAY COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R1, IN THE AMOUNT OF \$2,975.00, AND AUTHORIZE PAYMENT.
- 10. ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY CONSTRUCTION EASEMENT FROM BRIAN N. GATES OF KAY COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R1, IN THE AMOUNT OF \$10,375.00, AND AUTHORIZE PAYMENT.
- 11. ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY CONSTRUCTION EASEMENT FROM GARY A. KEELER OF KAY COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R1, IN THE AMOUNT OF \$4,825.00, AND AUTHORIZE PAYMENT.
- 12. ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY CONSTRUCTION EASEMENT FROM SHARP LAND & CATTLE COMPANY, LLC. AND DMJ LAND COMPANY, LLC, OF KAY COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R1, IN THE AMOUNT OF \$2,875.00, AND AUTHORIZE PAYMENT.
- 13. ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY CONSTRUCTION EASEMENT FROM PATRICIA R. GATES OF KAY COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R1, IN THE AMOUNT OF \$5,750.00, AND AUTHORIZE PAYMENT.
- 14. ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY CONSTRUCTION EASEMENT FROM STEVE GRIFFITH AND CRYSTAL GRIFFITH, OF KAY COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R1, IN THE AMOUNT OF \$3,550.00, AND AUTHORIZE PAYMENT.
- 15. ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY CONSTRUCTION EASEMENT FROM J & F LAND AND CATTLE, LLC, OF KAY COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R1, IN THE AMOUNT OF \$10,125.00, AND AUTHORIZE PAYMENT.
- 16. APPROVE AND EXECUTE THE RENEWAL OF EMPLOYMENT AGREEMENTS WITH JUDGE JAMES F. LONG AND JUDGE LINDA MCKNIGHT PICKENS.
- 17. APPROVAL OF CLAIMS IN THE AMOUNT OF \$852,606.87.
- 8. RECESS TO CONVENE AS THE ENID MUNICIPAL AUTHORITY.
- 9. TRUSTEES OF THE ENID MUNICIPAL AUTHORITY REGULAR MEETING.

- 10. ENID MUNICIPAL AUTHORITY REGULAR MEETING.
 - 1. APPROVAL OF CLAIMS IN THE AMOUNT OF \$137,642.06.
- 11. ADJOURN TO CONVENE AS THE ENID ECONOMIC DEVELOPMENT AUTHORITY.
- 12. TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY REGULAR MEETING.
- 13. ENID ECONOMIC DEVELOPMENT AUTHORITY REGULAR MEETING.
 - 1. APPROVAL OF CLAIMS IN THE AMOUNT OF \$4,500.00.
- 14. ADJOURN TO CONVENE AS THE ENID PUBLIC TRANSPORTATION AUTHORITY.
- 15. TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY REGULAR MEETING.
- 16. ENID PUBLIC TRANSPORTATION AUTHORITY REGULAR MEETING.
 - 1. APPROVAL OF CLAIMS IN THE AMOUNT OF \$2,385.96.
- 17. ADJOURN TO RECONVENE AS THE ENID CITY COMMISSION.
- 18. PUBLIC COMMENTS.
- 19. ADJOURN.

City Commission Meeting	4.
<u>Meeting Date:</u> 04/02/2019	
SUBJECT: CONSIDER APPROVAL OF MINUTES OF THE REGULAR COMMISSION MEETING OF MA 2019.	\RCH 19,
<u>Attachments</u>	

Minutes

MINUTES OF REGULAR MEETING OF THE

MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA,

TRUSTEES OF THE ENID MUNICIPAL AUTHORITY, A PUBLIC TRUST,

TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY, A PUBLIC TRUST, AND TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY, A PUBLIC TRUST

HELD ON THE 19TH DAY OF MARCH 2019

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 19th day of March 2019, 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, 2018 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 18th day of March 2019.

-MAYOR AND BOARD OF COMMISSIONERS-

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

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

ABSENT: Commissioner Norwood.

Staff present were Acting City Manager Dan Ohnesorge, City Attorney Carol Lahman, City Clerk

Alissa Lack, Accounting Manager Jennifer Smith, Director of Engineering Services Chris Gdanski,

Public Utilities Director Lou Mintz, Planning Administrator Chris Bauer, Fire Chief Joe Jackson, Police

Chief Brian O'Rourke, Director of Marketing and Public Relations Steve Kime, and Ex-Officio Member

Chief Master Sergeant Robert Johnson.

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Pastor Bruce Johnson of Enid First Nazarene Church gave the Invocation, and the Flag Salute was led by Chief Master Sergeant Robert Johnson.

Motion was made by Commissioner Janzen and seconded by Commissioner Ezzell to approve the minutes of the regular Commission meeting of March 5, 2019, and the vote was as follows:

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

NAY: None.

Animal Adoption Coordinator Charlet Ringwald presented "Ellie", a 3-year-old female Healer - Australian Shepherd mix available for adoption at the Enid Animal Shelter.

Enid Resident Owen Jantzen was recognized for his efforts in picking up trash on his block, to help keep the community clean for all residents.

Enid Firefighter Mavick Courter, a 24-year veteran of the Enid Fire Department, was recognized for being awarded City of Enid Firefighter of the Year.

A Proclamation was read and presented proclaiming the month of March 2019, "Desk and Derrick Awareness Month".

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

Lynn Snow Commissioners Ezzell, Waddell, and Wilson

Cole Wasinger Commissioners Janzen, Pankonin and Mayor Shewey

Commissioner Ezzell made a motion to table this appointment, until the next meeting.

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

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

NAY: None.

This item will added to the agenda for the meeting of April 2, 2019.

Ballots were taken as follows for one appointment to the Metropolitan Area Planning Commission (MAPC):

Whitney Hall Commissioners Janzen, Ezzell, Waddell, Wilson, Pankonin, and Mayor

Shewey

Ms. Whitney Hall was reappointed to the Metropolitan Area Planning Commission (MAPC), to serve on the commission through March 1, 2022.

Ballots were taken as follows for one appointment to the Park Board:

Donald John Commissioners Janzen, Ezzell, Waddell, Wilson, Pankonin, and Mayor

Shewey

Mr. Donald John was reappointed to the Park Board, to serve a term through March 1, 2022.

Motion was made by Commissioner Ezzell to reappoint Mr. John Arend to the Board of Adjustment, to serve a term through March 1, 2022.

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

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

NAY: None.

Motion was made by Commissioner Ezzell to appoint Mr. David Lawrence to fill a vacancy on the Construction Board of Appeals, to serve a term through March 1, 2021.

Motion was seconded by Commission Waddell, and the vote was as follows:

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

NAY: None.

Motion was made by Commissioner Ezzell to reappoint Mr. Jack Beam and Mr. Daniel Heath and to appoint Mr. John Epley, Mr. Mark Keefer, and Mr. Lou Mintz to the Aviation Advisory Board.

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

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

NAY: None.

Mr. Beam, Mr. Heath, Mr. Epley, and Mr. Keefer will serve through March 1, 2022. Mr. Mintz will fill an unexpired term through March 1, 2020.

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

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

NAY: None.

- (1) Approval of contract award for Project No. M-1801C, Enid Landfill Cells 11E, to the lowest responsible bidder, L.D. Kemp Excavating, Inc., Ft. Worth, Texas, in the amount of \$937,715.40; and authorize the Mayor to execute all contract documents;
- (2) Approval of Change Order No. 1 with Rick Lorenz Construction, Inc., for Project No. R-1904C, 2019 Local Street Program Roadway Improvements, to allow for additional construction of parking surface, and curb and gutter sections at Crosslin Park to support the new softball fields;
- (3) Acceptance of work as completed by Luckinbill, Inc., in Project No. W-1802C2, for refurbishment of surge tanks in the Ringwood and Cleo Springs Water Well Fields;

and

(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, Ezzell, Waddell, Wilson, Pankonin, Chairman Shewey, Acting Trust Manager Dan Ohnesorge, Trust Attorney Carol Lahman and Secretary Alissa Lack.

ABSENT: Trustee Norwood.

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, Ezzell, Waddell, Wilson, Pankonin and Chairman Shewey.

NAY: None.

(List Claims)

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

- TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY -

PRESENT: Trustees Janzen, Norwood, Waddell, Wilson, Pankonin Chairman Shewey, Acting Trust Manager Dan Ohnesorge, Trust Attorney Carol Lahman and Secretary Alissa Lack.

ABSENT: Trustee Norwood.

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, Ezzell, Waddell, Wilson, Pankonin and Chairman Shewey.

NAY: None.

(List Claims)

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

- TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY -

PRESENT: Trustees Janzen, Ezzell, Waddell, Wilson, Pankonin, Chairman Shewey, Acting Trust Manager Dan Ohnesorge, Trust Attorney Carol Lahman and Secretary Alissa Lack.

ABSENT: Trustee Norwood.

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

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

NAY: None.

(List Claims)

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

- MAYOR AND BOARD OF COMMISSIONERS -

Ms. Diane Levesque, 1324 West Oak Avenue, spoke regarding monarch butterflies and new types of milkweed. She questioned the status of the bricks that had individuals had previously made donations

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for, for the building previously located where the new hotel now sets, and what will happen with the

lights that are donated for the new art project downtown, if it ceases to exist. Additionally, she expressed

concern with the number of confederate flags displayed throughout Ward 5, as it pertains to civil rights.

There being no further business to come before the Board at this time, motion was made by

Commissioner Janzen and seconded by Commissioner Waddell that the meeting adjourn, and the vote

was as follows:

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

NAY: Commissioner Wilson.

The meeting adjourned at 6:57 P.M.

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Meeting Date: 04/02/2019

Submitted By: Alissa Lack, City Clerk

SUBJECT:

REMOVE FROM THE TABLE AN ITEM TO CONSIDER AN APPOINTMENT TO THE ENID JOINT RECREATION TRIAD (EJRT), AND CONSIDER AN APPOINTMENT TO SAID BOARD.

BACKGROUND:

At the meeting of March 19, 2019, an item to consider an appointment to the Enid Joint Recreation Triad (EJRT) was tabled due to a tie vote. The matter was tabled to the next meeting when it was hoped the entire City Council would be present and the tie could be broken.

The vacancy is to be filled by a resident in the community. Ms. Lynn Snow is the incumbent to the board and seeks reappointment. An application has also been received from Mr. Cole Wasinger. The successful applicant will serve on the board until March 1, 2022. Applications and a ballot are attached for consideration.

RECOMMENDATION:

Consider appointment.

PRESENTER:

Jerald Gilbert, City Manager

Attachments

EJRT

BOARDS AND COMMISSIONS APRIL 2, 2019

BALLOT ENID JOINT RECREATION TRIAD (EJRT)

LYNN SNOW	COLE WASINGER	
Janzen	Janzen	
Norwood	Norwood	
Ezzell	Ezzell	
Waddell	Waddell	
Wilson	Wilson	
Pankonin	Pankonin	
Mayor Shewey	Mayor Shewey	

Vote for one (1) to fill vacancy.

CITY OF ENID

ADVISORY COMMISSION APPLICATION FORM

NAME LYNN Show
HOME ADDRESS 1013 Ramona Dr Enid, DK 73703
MAILING ADDRESS
HOME PHONE <u>580 - 554-672</u> Business Phone
COMMISSION WARD
ADVISORY COMMISSION PREFERENCE(S): EJRT
residence History: 1013 Ramona Dr - 2008 to present 3518 E Wineatropital Rd - 1990-2008
EDUCATIONAL BACKGROUND: BA - BUSINESS Admin from NWOSU
work History: <u>Sept 2011 - January 2014</u> Store Manager Goody's
CIVIC, COMMUNITY ACTIVITIES:
PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: EJRT - 3 Years Service

REASONS FOR WANTING TO SERVE ON ABOVE COMMISSION(S):
Continue to he a part of the unith sports
program. Making kids experience in Enid a
better one.
REFERENCES:
Cardyn Vouna 548-10120 Michael Beierle 231-8875
Cardyn Young 548-4120 Michael Beierle 231-8875 Rachelle Richter 478-7003 Kent Langston 713-253-8238
Tearner reacter 1 to 1200 Tearn anyone 110 500 000 000
OTHER COMMENTS:
OTHER COMMENTS:
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RESUME ATTACHED: (YES) (NO)
\cap \emptyset
L. I
1 Mm Llow 3-6-16
SIGNATURE DATE

Return application to:

City Clerk
401 W. Owen K. Garriott Road or:
Enid, OK 73701

lparks@enid.org
FAX: 580-242-7760

PO Box 1768 Enid, OK 73702

Lynn Snow

1013 Ramona Drive, Enid, OK 73703 580-554-6721 Isnow23@hotmail.com

Objective: To secure a challenging position that allows me to contribute my customer service, accounting related, and computer skills.

Employment

Store Manager, Goody's, Enid, OK

09/2011 to 1/2016

Motivate entire staff to meet and exceed goals for credit card offers, magazines, and customer service standards. Created employee schedules, directed completion of daily, weekly, monthly and quarterly tasks as designated by corporate offices. Maintained visual merchandising standards and implemented company wide cleaning checklist.

Sales Leader, Bath and Body Works, Enid, OK

10/2008 to 10/2015

Motivate sales associates on the sales floor, sell products, assist customers, demonstrate new products, check-in inventory, stock sales floor and operate cash register.

Lead Teller, Central National Bank, Enid, OK

05/2010 to 6/2011

Assist customers with all banking transactions, maintained all CETO cash calculator paperwork, responsible for loading cash dispensers, responsible for ordering money from the main vault to maintain appropriate levels in the drive thru.

Customer Service, Enid Tag Agency, Enid, OK

09/2009 to 05/2010

Assist customers with tag renewals, title transfers, and driver's license renewals. Maintained inventory on all tags and renewal stickers, assisted with the monthly reporting to the State of Oklahoma.

Purchasing Agent, Advance Food Company, Enid, OK

9/2005 to 6/2009

Purchased corrugated and packaging for all Enid production facilities. Maintained appropriate levels of inventory for items not made by Advance to support order fill. Tracked costs for items to ensure accurate standard costing of finished goods.

Finance Coordinator, Leonardo's Discovery Warehouse, Enid, OK

9/2002 to 9/2005

Performed all accounting functions of this children's museum, assisted Director with day-to-day operations, created weekly employee schedules, worked with Board treasurer to maintain accurate and timely reports, managed gift shop and acted as weekend manager, organized programs and helped coordinate volunteers, assisted with special event planning and implementation.

Computer Skills

- Proficient in Microsoft Word, Excel, Access, and Outlook
- Experienced in ten-key

Education

Northwestern Oklahoma State University, Bachelors Degree

- Major: Business Administration
- Minor: Accounting

Organizations

Enid Joint Recreational Triad (EJRT)—active member of the mother board that governs the youth sports programs in Enid.

Lynn Snow

1013 Ramona Drive, Enid, OK 73703 580-554-6721 Isnow23@hotmail.com

REFERENCES

Kent Langston Stage Stores 713-253-8238

Carolyn Young Bath and Body Works 580-233-7072

> Rachelle Richter Stage Stores 580-478-7003

Jeff Holloway Stage Stores 713-829-9103



CITY OF ENID ADVISORY COMMISSION APPLICATION FORM

NAME Cole J Wasinger
HOME ADDRESS 8 wilderness road
MAILING ADDRESS Same
HOME PHONE 6202559697 BUSINESS PHONE 5802345811
EMAIL ADDRESS cole@oakwoodofenid.com
COMMISSION WARD ?
ADVISORY COMMISSION PREFERENCE(S): EJRT
RESIDENCE HISTORY: Moved to Enid in October 2018 from Garden City Kansas where I lived from 2008 until moving to Enid.
rearises where three nom 2000 until moving to Enia.
EDUCATIONAL BACKGROUND: University of Southern Colorado (Golf Team)
Garden City Community College
Washburn University (Golf Team)
worк ніsтоку: Oakwood Country Club 10/18/18-current
18 years as a Head Golf Professional and General Manager, Member of
the Professional Golfers Association of America (PGA) Class A-1
CIVIC, COMMUNITY ACTIVITIES: YMCA of Garden City Tackle Football Board,
Knight of Columbus, Lions Club, and FUMC various boards and
committies, First Tee, Garden City Recreation, Various Youth Sport Coach

Staff Liason for Golf Adivosry Bornell Reasons For Wanting to Serve Claude I have a 10 and 11 year old that	ON ABOVE COMMISSION(S):			
in our community and meet peop	Jie.			
REFERENCES:				
Randy Chelf	Rob Stallings			
Rob Houston	Robbie Bullis			
OTHER COMMENTS:				
RESUME ATTACHED: (YES)	(NO) S			
SIGNATURE	2/25/2019 DATE			

Return application to:

City Clerk 401 W. Owen K. Garriott Road Enid, OK 73701 alack@cnid.org FAX: 580-242-7760

OI"

PO Box 1768 Enid, OK 73702

Meeting Date: 04/02/2019

Submitted By: Alissa Lack, City Clerk

SUBJECT:

CONSIDER APPOINTMENTS TO THE ADA ACCESS BOARD AND THE POLICE CIVIL SERVICE COMMISSION.

BACKGROUND:

The City Clerk has advertised for vacancies to the board and commission listed above. The following appointmens are to be considered:

<u>ADA ACCESS BOARD</u> - One vacancy is to be filled by a resident of Enid who has a disability. Mr. Ralph Haney is the incumbent, but is term-limited. An application has been received from Mr. Bill Harris. If approved, Mr. Harris will serve on the board through April 7, 2022. The application is attached for consideration.

<u>POLICE CIVIL SERVICE COMMISSION</u> - One vacancy is to be filled by a resident of Enid. Ms. April Danahy is the incumbent, but is term-limited. An application has been received from Mr. Ron Garrison. If approved, Mr. Garrison will serve on the commission through April 19, 2022. The application is attached for consideration.

RECOMMENDATION:

Consider appointments.

PRESENTER:

Jerald Gilbert, City Manager

Attachments

ADA Access

PCSC



CITY OF ENID ADVISORY COMMISSION APPLICATION FORM

NAME William (B.11) HARRIS
HOME ADDRESS 922 Page 28 400
MAILING ADDRESS Same office 1633 West GARROTT Ste E
HOME PHONE $\frac{233 \cdot 727}{}$ BUSINESS PHONE $\frac{242 - 9100}{}$
EMAIL ADDRESS 6:11 - Pate outlook.com
COMMISSION WARD
ADVISORY COMMISSION PREFERENCE(S):
KAW OVERSITE COMMISSION
Special SALE TAX PEVIEW
RESIDENCE HISTORY: 2802 Nightegale 1975 - Inne 2004 2544 Almesterd Inne 2004 - Dec 2005
422 Compound Dec 2005 to great
EDUCATIONAL BACKGROUND: BS BACKELOR SCIENCE BUSINESS
WORKHISTORY: First NATIONAL BANK & TRUST. 1975 - 1986 Feb - Zeb 1986 PRIVATE INESTMENT
TWEST MENTS (BROTER) Addisony 2004 - PRESENT
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CIVIC, COMMUNITY ACTIVITIES: Past Boned Youthe Fast Boned Monber
Past Board & Pres Habitat for Humanity Past Board Member RSVP 30pm, Past Tenster GARFIELEN INDERSTRIAL TRUST
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Pythority - 1978 - 2013: Past Branel Member of Enid Regional Development ERPA.
Past Anduc Past Rotaly Member.

PRIOR ADVIS	ORY COMM	IISSION EX	PERIENCE AN	D LENGTH OF	SERVICE:
PAST	PART	Board	Advisory	Commissia	U (Enid)
			<i></i>		
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SIGNATURE					DATE
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Return application to:

City Clerk
401 W. Owen K. Garriott Road or:
Enid, OK 73701
alack@enid.org
FAX: 580-242-7760

PO Box 1768

Enid, OK 73702



## CITY OF ENID ADVISORY COMMISSION APPLICATION FORM POLICE CIVIL SERVICE COMMISSION

NAME KON	GARRISON		
HOME ADDRESS 32	OI DrewSTE	AD ROAD	
MAILING ADDRESS	3201 DrewstE	40 Rond	
HOME PHONE <u>580-5</u>	141-3007 BUS	SINESS PHONE <u>580 - 5</u>	41-3007
EMAIL ADDRESS RL	GARRISON DENIG	K12.org	
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	Y UNDER A SUSPENSI	ON OR DEFERRED SEN	NTENCE (OTHER
OKLAHOMA Sch ENID Public Sch	nools Bond Co	AGEMENT ASSO	
OTHER COMMENTS	Served as Pri Served as Pri Currently I pm	incipal of Emiliary As End Public S	erson Junor High D High School Aministrator

Dr DARRELL Floyd Superintendent of Enid Public Schools

MR Bill Showey

#### **AUTHORIZATION FOR BACKGROUND INFORMATION**

I authorize the City of Enid and its agents to investigate me and to request and receive any information concerning me, including, but not limited to, a criminal history. I further release, discharge and hold harmless the City of Enid, its agents, its employees, officers and representatives of any kind, from any and all claims, liability, damages and responsibility of whatever kind or nature arising out of, or in connection with, any act or omission and any such investigation, or compliance with this authorization and request to release information or any attempt to comply with it. This paragraph applies to any negligence, comparative negligence, sole negligence, concurrent negligence, error, or omission. I have voluntarily signed this release to assist in the evaluation of my qualifications for appointment to the Police Civil Service Commission.

I agree that if any investigation at any time reveals that I have provided false information to, or amended information from the City of Enid, then the City may take action to remove me from the Police Civil Service Commission, without liability.

SIGNATURE

2/20/19 DATE

Return application to:

City Clerk

401 W. Owen K. Garriott Road

or:

PO Box 1768 Enid, OK 73702

alack@enid.org FAX: 580-242-7760

Enid, OK 73701

Meeting Date: 04/02/2019

Submitted By: Cary Huffhines, Executive Assistant

#### **SUBJECT:**

DISCUSS DESIGNATING AN AREA FOR AND NAMING A PARK AT A LOCATION SOUTH OF THE ENID SENIOR CENTER, LOCATED AT 202 WEST WALNUT AVENUE.

#### **BACKGROUND:**

The Parks and Recreation Advisory Board made a recommendation at their meeting of March 12, 2019 for the City Council to consider designating an area for and naming a park that is located at 202 West Walnut Avenue. This area is just south of the Enid Senior Center. The advisory board made the recommendation to name the park "Watermelon Campbell Park", to honor Watermelon Campbell, who is the director of the Railroad Museum, which is located across the street from the proposed park. This is a City of Enid owned property that is already maintained by the Parks and Recreaction Department.

#### **RECOMMENDATION:**

Approve designated park area located at 202 West Walnut Avenue and name the park.

#### **PRESENTER:**

Ron Janzen, Ward 1 Commisioner.

**Attachments** 

Park Naming Policy

GIS

# A RESOLUTION SETTING FORTH THE PROCEDURES FOR NAMING OR RENAMING FACILITIES OWNED BY THE CITY OF ENID

#### RESOLUTION

WHEREAS, the City Commissioners of the City of Enid, the Trustees of the Enid Municipal Authority (EMA) and the Trustees of the Enid Economic Development Authority (EEDA), collectively referred to as the "Governing Body," have determined that a procedure is necessary for naming or renaming City of Enid facilities; and,

**NOW THEREFORE,** be it resolved by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, that the following procedures are hereby adopted for the naming or renaming of City of Enid facilities.

1. Purpose. The purpose of this Resolution is to set forth the procedures for naming or renaming facilities owned by the City of Enid. The Facility Naming Procedure will establish a process of reviewing naming proposals and provide a process by which citizens of the City of Enid can assist the City with naming or renaming of City facilities. It will ensure that diversity, balance and creativity are used in selecting names for facilities and ensure duplication of names is avoided.

### 2. <u>Naming of Facilities:</u>

- a. Without action by the Commission, a new facility shall keep the name that was assigned as the project building name. When an existing facility comes under the ownership of the City, it will retain its name without Commission action.
- b. A facility should not be renamed without a showing of a well-documented benefit to the City of Enid. The procedures for renaming of existing facilities shall apply just as it does for new facilities.
- 3. <u>Application and Fee.</u> An application may be made to the City Clerk of the City of Enid by any resident to name or rename a City of Enid facility. Applications are available at the Office of the City Clerk. The application process is as follows:
  - a. Applications must be turned in to the Office of the City Clerk. Each application shall be accompanied by a Five Hundred Dollar (\$500.00) application fee, a detailed cost estimate and drawing of the memorial and a petition with the names, addresses and signatures of at least twenty-five (25) registered voters in the City of Enid.
  - b. If the application seeks the naming of a City park or a facility within a City park, the City Clerk will forward the application to the Park Board.
  - c. If the application seeks the naming of any other facility, the City Clerk shall place an item on the agenda for review and determination by the City Commission.

d. If the application is approved, the application fee shall be applied to the cost of the plaque. If the application is not approved, the application fee shall be returned to the applicant.

## 4. Parks or Facilities within Parks:

- a. The Park Board of the City of Enid shall, at a public meeting, review applications for the naming of parks or facilities within parks. The Park Board shall make its recommendation to the City of Enid Commissioners for final determination.
- b. Upon receipt of the Park Board's recommendation, the City Clerk of the City of Enid shall place an item on the agenda for review and determination by the City Commission.

## 5. <u>Portions of Facilities:</u>

- a. Portions of facilities owned by the City of Enid, but managed by a third party, shall be named or renamed according to the policy adopted by the third party if that policy has been approved by the City of Enid Commission.
- b. Portions of facilities owned and operated by the City of Enid shall follow the procedure in Paragraph 2 for naming.
- c. When naming a portion of a facility, the portion should only be named when there is a recognizable portion separate from the rest of the facility.
- 6. <u>Criteria to Consider</u>. The Commission shall consider, but shall not be limited to, the following criteria when reviewing an application for naming of a City of Enid facility.
  - a. Facilities and properties with a deed restriction may not be renamed.
  - b. The effect on the surrounding community the naming of a facility may cause.
  - c. Neighborhood or geographical identification; and,
  - d. Natural or geological features; and,
  - e. Historical or cultural significance; and,
  - f. Preference of residents in the neighborhood surrounding the facility; and,
  - g. Applications to name a facility after an individual shall receive careful scrutiny and evaluation. Documentation shall be provided with the application to show that the individual has rendered significant service to the City of Enid and/or that the individual has made a substantial gift to the City of Enid for the project.

## 7. Signage and Memorials:

#### a. Generally:

- 1) To the extent feasible, a uniform system of external marking of facility names should be used. Signage and memorials must be approved by the City Commission in advance of placement.
- 2) The size, design, wording and location shall be approved by the City Commission in advance of placement.
- 3) Any sign or memorial placed on City property without prior approval will be removed by the City.
- 4) Applicants shall pay the cost of signage and memorials.

#### b. Standards:

- 1) Building Plaques. Building plaques shall be twenty inches by twenty-four inches (20" x 24").
- 2) Memorial Stones. Memorial stones shall be twenty inches (20") round.
- 8. <u>Determination by City Commission</u>. The City Commission may approve, conditionally approve or deny any application.
  - a. If the application is denied, the same application may not be made for two (2) years.
  - b. Conditional Approval. The City Commission may conditionally approve any application. The City Commission may require the following modifications:
    - 1) Change(s) to the size, design, wording and/or location of signage and memorials.
    - 2) Selection of a different facility or portion of facility to be named.
  - c. Approval. If the naming or renaming of a facility is approved and the signage or memorial paid for by the applicant, that particular facility shall be ineligible, absent exigent circumstances, for a minimum of ten (10) years.

## Passed and approved this 6th day of December, 2016.

THE CITY OF ENID, OKLAHOMA

William E. Shewey, Mayor

[SEAL]

ATTEST:

Linda S. Parks, City Clerk

Alissa Lack, on behalf of Linda Parks

Approved as to Form and Legality:

Andrea L. Chism, City Attorney

William H. Gill, on behalf of Andrea Chism



Meeting Date: 04/02/2019

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

#### **SUBJECT:**

APPROVE CHANGE ORDER NO. 2 WITH MTZ CONSTRUCTION INC., OKLAHOMA CITY, OKLAHOMA, FOR PROJECT NO. M-1805, 2018 ADA COMPLIANCE PROGRAM AT COOLIDGE ELEMENTARY SCHOOL, IN THE DEDUCT AMOUNT OF \$81,454.00.

#### **BACKGROUND:**

On October 16, 2018, the City Commission approved Change Order No. 1 in the amount of \$115,120.00, to include two add alternate options to the project. This increased the original contract amount from \$318,974.00 to \$434,094.00.

Change Order No. 2 will deduct \$81,454.00 from the contract, for a revised contract amount of \$352,640.00. This change order adjusts the contract amount based upon the final quantities as measured in place for all corrected work. The project was accepted by Commissioners at the meeting of February 21, 2019, with a three-year Maintenance Bond. This item will accept the final adjustment in quanities and contract price based on work completed. The project did not require the replacement of the street curbing, which allowed for the reduction in cost.

#### **RECOMMENDATION:**

Approve Change Order No. 2.

#### **PRESENTER:**

Robert Hitt, P.E., City Engineer

#### **Fiscal Impact**

Budgeted Y/N: Y

**Amount:** (\$81,454.00)

**Funding Source:** 

Capital Improvement Fund, Property Repairs & Maintenance, Account No. 40-405-9220

#### **Attachments**

M-1805C CO#2

## City of Enid Change Order

Project Title:	2018 ADA Compliance Program Coolidge Elementary School	
Project Number:	M-1805C	
Change Order No.:	2	
Contractor:	MTZ Construction Inc.,	
Date:	March 19, 2019	

Adjust bid quantities to as constructed quantities per attached As-Built quantities work sheet

	us There I			Unit		Total
No.	Quan.	Unit	Item	Price		Price
DEDUC	T					81,454
			Subtotal			
ADD						
			Subtotal		-	
Total					\$	81,454.00
Origina	al Contract:				\$	318,974.00
Revised Contract by any prior change orders:			\$	434,094.00		
Change Order - deduct:		\$	81,454.00			
Revised Contract:		\$	352,640.00			

Water 1/2	_	MTZ Construction Inc.,
City Engineer 3-13-19	Contractor By:	Correcto Work
	Date:	3/18/2019
Mayor Date:		

Date	March 19, 2019	AS-BUIL	T QUAN	3	AS-BUILT QUANTITIES WORK SHEET	HS)	ET						
RE	M-1805 - ADA Compliance - Coolidge Elementary School  BASE BID								3				Ŋ
Line No.	Description	Quantity	Unit		MTZ Construction Inc.	structi	on Inc.	4	ADD		DEL	DEDUCT	
				U	Unit Price	Exte	Extended Price	VIITNAUD	Al	AMOUNT	QUANTITY	AN	AMOUNT
1	Mobilization and Insureance			43	10,000.00	\$	10,000.00		G				
2	Remove Concrete Sidewalk and Driveway(all depths)	SY	1216.00	\$	10.00	\$	12,160.00				150.15 \$	-	1,501.50
w	Remove Curb & Gutter (all depths)	ŀ	513.00	S	5.00	\$	2,565.00				153.17	\$	765.85
4	6" P.C. Concrete Sidewalk, and Driveway Complete in Place	YS	802.00	s	50.00	s	40,100.00	192.15	\$	9,607.50	7	\$	
5	4" P.C.C. Sidewalk Complete in Place	SY	2047.00	s	50.00	\$	102,350.00	181.65 \$	\$	9,082.50		\$	
6	6" Combination Curb & Gutter, Complete in Place	LF	513.00	\$	21.00	\$	10,773.00	461.33 \$	A.	9,687.93	1	\$	-
7	1 1/2" Crusher Run, Complete in Place	Ton	32.00	ş	40,00	s	1,280.00		\$	•	\$ 00.00	S	800.00
00	Truncated Domes, Complete in Place	SF	264.00	\$	37.50	s	9,900.00	66.00	\$	2,475.00		\$	
	Solid Slab Sodding , Complete in Place	SY	1225.00	s	5.00	Ş	6,125.00	774.98	\$	3,874.90		\$	-
10	Sawing	LF .	1958.00	\$	2.00	\$	3,916.00		\$	4	551.50 \$		1,103.00
	Stop Bar Traffic Stripe Plastic (18" Wide) Complete in Place	LF .	36.00	s	25.00	s	900.00	49.00	\$	1,225.00		\$	
	Traffic Stripe Plastic (24" Wide), Complete in Place	F	240.00	s	17.00	ş	4,080.00		\$	ì	240.00	\$ 4	4,080.00
	Construction Traffic Control(each intersection)	EA	4.00	\$	2,000.00	S	8,000.00	0.00 \$	\$	÷		\$	•
14	Relocate Water Valve	EA	5.00	\$	750.00	\$	3,750.00		\$	£	5.00 \$	123	3,750.00
15	Relocate Water Meter	EA	12.00	\$	750.00	\$	9,000.00		\$	•	12.00 \$	37	9,000.00
16	Adjust Water Meter	EA	2.00	s	750.00	s	1,500.00	5.00	\$	3,750.00		\$	¥-51
17	Adjust Man Hole	EA	2.00	S	750.00	s	1,500.00		\$	Ť	2.00 \$		1,500.00
18	18" Retaining Wall	SY	514.00	s	145.00	\$	74,530.00		\$	k	479.00 \$		69,455.00
	Electric Sign Pole Removal	EA	1.00	Ş	1,500.00	Ş	1,500.00	0.00	\$	-		\$	ē
	Fence Removal	5	93.00	\$	15.00	\$	1,395.00		\$	,	93.00 \$	3	1,395.00
	Concrete Flume Crossing, Complete in Place	EA	1.00	\$	2,750.00	\$	2,750.00	0.00 \$	\$	9	0.00 \$	S	÷
	Tree Trimming	EA	5.00	\$	500.00	\$	2,500.00	0.00 \$	\$	ý.	0.00 \$	S	
23	Tree Removal and Root work	EA	4.00	s	2,100.00	s	8,400.00		\$		3.00	\$	6,300.00
									,				2
	TOTAL	II.		7000		S	318,974.00		\$ 3	\$ 39,702.83		Ş 99	99,650.35

				The property of					
\$ 131,691.13		\$ 50,237.13	46	TOTAL		V			
\$ 11,355.28		\$ 6,984.90		\$ 54,294.00				TOTAL	
	0.00	\$ -	0.00	\$ 2,100.00	\$ 2,100.00	1	EA	Tree Removal and Root work	15
\$ 2,465.00	$\overline{}$	\$	_		145.00	17	5	18" Retaining Wall	14
	0.00	\$			500.00	_	EA	Tree Triming	13
\$		\$ 330.00	22.00 \$	\$ 120.00	\$ 15.00	00	F	Fence Removal	
\$ 4,500.00	6.00 \$	5	_	4	\$ 750.00	L	EA	Relocate Water Meter	11
	48.00 \$	\$ -	1		32.00	48	두	Traffic Stripe Plastic (24" Wide), Complete in Place	10
	9,00	\$	10		2.00	442	F.	Sawing	9
1,6	327.00 \$	\$ -	12	\$ 1,635.00		327	SY	Solid Slab Sodding , Complete in Place	8
	3.00	\$	100	\$ 600.00	\$ 37.50	16	SF	Truncated Domes, Complete in Place	7
	1.00	\$ -		\$ 40.00	\$ 40.00	1	Ton	1 1/2" Crusher Run, Complete in Place	6
		\$ 189.00	9.00	\$ 630.00	\$ 21.00	30	F	6" Combination Curb & Gutter, Complete in Place	5
\$ 1,048.78	25,58			\$ 22,304.00	\$ 41.00	544	SY	4" P.C.C. Sidewalk Complete in Place	4
		\$ 4,692.50	93.85	\$ 15,750.00	\$ 50.00	315	SY	6" P.C. Concrete Sidewalk, and Driveway Complete in Place	3
\$ .		\$ 45.00	9.00 \$	\$ 150.00	\$ 5.00	30	뚜	Remove Curb & Gutter (all depths)	2
\$ -		\$ 1,728.40	172.84	\$ 3,180.00	\$ 10.00	318	SY	Remove Concrete Sidewalk and Driveway(all depths)	1
AMOUNT	QUANTITY	AMOUNT	QUANTITY	Extended Price	Unit Price				
						Unit	Quantity	Description	Line No.
DO	DEDUCT	ĕ	ADD	ruction Inc.	MTZ Construction Inc.			CHANGE ORDER #1 (ALTERNATE #2)	
\$ 20,685.50		\$ 3,549.40		\$ 58,726.00				TOTAL	
100	0.00	\$	0.00						
\$	0.00	\$ .	0.00	\$ 2,100.00	\$ 2,100.00	1	EA	Tree Removal and Root work	14
\$ 765.00	51.00	\$ -		\$ 765.00	\$ 15.00	51	- LF	Fence Removal	13
\$ 4,500.00	6.00	\$ -		\$ 4,500.00	\$ 750.00	6	EA	Relocate Water Meter	12
\$ 750.00	1.00	\$ -	30	\$ 750.00	\$ 750.00	1	EA	Relocate Water Valve	11
\$ 1,536.00	48.00	\$		\$ 1,536.00	\$ 32.00	48	LF.	Traffic Stripe Plastic (24" Wide), Complete in Place	10
\$ 164.00	82.00	\$		\$ 900,00	\$ 2.00	450	LF.	Sawing	9
1	371.00	\$ -		\$ 1,855.00		371	SY	Solid Slab Sodding , Complete in Place	00
\$ 825.00	22.00 \$	\$ -		\$ 1,200.00	\$ 37.50	32	SF	Truncated Domes, Complete in Place	7
\$ 120.00	3.00 \$	\$ -	0.00	\$ 120.00	\$ 40.00	3	Ton	1 1/2" Crusher Run, Complete in Place	6
\$ 1,197.00	\$ 57.00	\$ -		\$ 3,570.00	\$ 21.00	170	F.	6" Combination Curb & Gutter, Complete in Place	5
\$ 8,973.50	179,47	\$		\$ 31,100.00	\$ 50.00	622	SY	4" P.C.C. Sidewalk Complete in Place	4
\$ -		\$ 3,099.50	61.99	\$ 8,500.00	\$ 50.00	170	SY	6" P.C. Concrete Sidewalk, and Driveway Complete in Place	3
\$		\$ 60.00	12.00	\$ 200.00	\$ 5.00	40	ᄕ	Remove Curb & Gutter (all depths)	2
\$ .		\$ 389.90	38.99	\$ 1,630.00	\$ 10.00	163	SY	Remove Concrete Sidewalk and Driveway(all depths)	1
AMOUNT	QUANTITY	AMOUNT	QUANTITY	Extended Price	Unit Price				
1001	מבט	00	74	INITE CONSCIUCTION INC.	MILE COURS	Unit	Quantity	600	Line No.
DEDITO	DED	Ann	À.	niction inc	MT7 Const			CHANGE ORDER #1 (ALTERNATE #1)	
j								M-1805 - ADA Compliance - Coolidge Elementary School	RE
									-

Meeting Date: 04/02/2019

Submitted By: Jacqueline Cook, Engineering EA

#### **SUBJECT:**

ACCEPT THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) PERMIT NO. WL000024190036 TO RELOCATE A WATERLINE ALONG NORTH KENNEDY AS PART OF THE LOCAL STREET WATERLINE IMPROVEMENTS, PROJECT NO. W-1907.

#### **BACKGROUND:**

ODEQ approved a permit to construct 1,830 linear feet of eight inch PVC potable water line and appurtenances to serve the North Kennedy Street Waterline Improvements, Garfield County, Oklahoma. The permit covers the relocation of a waterline at North Kennedy Street.

Upon acceptance of Permit No. WL000024190036 by the Commission, it will be recorded as a permanent record.

#### **RECOMMENDATION:**

Accept ODEQ Permit.

#### **PRESENTER:**

Murali Katta, P.E., Project Engineer

**Meeting Date:** 04/02/2019

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

#### **SUBJECT:**

ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY CONSTRUCTION EASEMENT FROM PAUL ANDREW WYCKOFF AND MICHAEL ANN BRADY OF KAY COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R1, IN THE AMOUNT OF \$6,500.00, AND AUTHORIZE PAYMENT.

### **BACKGROUND:**

The Kaw Lake Water Supply Program requires the City to obtain easements from property owners whose property the Kaw Lake raw water pipeline crosses. This particular parcel of land is owned by Paul Andrew Wyckoff and Michael Ann Brady, who have accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

A part of Lot 2 of Fractional Section Thirty-two (32), Township Twenty-five (25) North, Range One (1) East of the Indian Meridian, Kay County, State of Oklahoma, further described in the attachment, Exhibit "A".

The City of Enid's offer of \$6,500.00 has been accepted by Paul Andrew Wyckoff and Michael Ann Brady to be split equally between the two parties.

### **RECOMMENDATION:**

Accept Permanent Waterline Easement and Temporary Construction Easement.

#### PRESENTER:

Robert Hitt, P.E., City Engineer

#### **Fiscal Impact**

Budgeted Y/N: Y

**Amount:** \$6,500.00

**Funding Source:** 

Water Capital Improvement Fund, 44-445-9151

#### **Attachments**

Easement

7.3.

### UTILITY AND WATER LINE EASEMENT

Parcel # K-082/8000-32-025-01E-1-001-00

### KNOW ALL MEN BY THESE PRESENTS:

That, Paul Andrew Wyckoff and Michael Ann Brady, "Grantor," in consideration of the sum of [Ten dollars and 00/100 (\$10.00)] 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 or Enid Municipal Authority], Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a utility and water lines easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Kay County, State of Oklahoma, to-wit:

### See Attached Exhibits A & B

with right of ingress and egress to and from same, for the purpose of installing, constructing, operating, maintaining, repairing and replacing utilities, including water lines and water systems and all appurtenances to public utilities and water lines thereon and thereunder, as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as part of this easement.

Grantor agrees not to build or construct any building or buildings or permanent structures upon the 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 trees, shrubs, vegetation, and obstructions or parts of, which in the judgment of the Grantee may interfere with the construction, operation, maintenance repair or replacement of the applicable utilities including water lines and systems.

TO HAVE AND TO HOLD, such easement and right of way unto the [City of Enid, or Enid Municipal Authority] Garfield County, Oklahoma, and its successors and assigns, forever.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this <u>JUTU</u> day of <u>FEBRUARY</u>, 20 <u>/9</u>. OWNER(S): **ACKNOWLEDGEMENT** STATE OF OKLAHOMA ) ss: COUNTY OF KAY Before me, the undersigned, a Notary Public, in and for said County and State on this day of Fibulary, 20 19, personally appeared, Paux Mississippoint to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and seal the day and year last above written.

(SEAL)

My Commission Number: 13000514My Commission Expires: 1/16/21

STATE OF OKLAHOMA	)
COUNTY OF KAY	) ss: )
Before me, the undersigned, a day of MALIN, 20/9, perso known to be the identical person(s) acknowledged to me that it was executive purposes therein set forth.	Notary Public, in and for said County and State on this fonally appeared, MILLIAN SAADY to me who executed the within and foregoing instrument and cuted as a free and voluntary act and deed for the uses and I the day and year last above written.
	STUV-5-574
(SEAL)	Notary Public
My Commission Number: /3000 My Commission Expires: _///2/2	5/4  Strategic No. 10000514
My Commission Expires:	D/ OKLIGATION OF THE PROPERTY
AC	CKNOWLEDGEMENT
STATE OF OKLAHOMA	)
COUNTY OF	) ss: )
day of, 20, person known to be the identical person(s) acknowledged to me that it was exect purposes therein set forth.	Notary Public, in and for said County and State on this to me and who executed the within and foregoing instrument and suted as a free and voluntary act and deed for the uses and the day and year last above written.
(SEAL)	Notary Public
My Commission Number:	
My Commission Expires	

The foregoing access easement is her Enid Municipal Authority], on this day	reby accepted by the [City of Enid, Oklahoma or of, 20
	[THE CITY OF ENID, AN OKLAHOMA MUNICIPAL CORPORATION or ENID MUNICIPAL AUTHORITY A MUNICIPAL TRUST]
	[William Shewey, Mayor or Chairman]
(SEAL)	
ATTEST:	
Alissa Lack, [City Clerk or Secretary]	

### TEMPORARY CONSTRUCTION EASEMENT

Parcel # K-082/8000-32-025-01E-1-001-00

### KNOW ALL MEN BY THESE PRESENTS:

That Paul Andrew Wyckoff and Michael Ann Brady, "Grantor," in consideration of the sum of Ten dollars and 00/100 (\$10.00) 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 or Enid Municipal Authority], Garfield County, Oklahoma, [an Oklahoma Municipal Corporation or a Municipal Trust], "Grantee," for the use and benefit of the Grantee, a temporary easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Kay County, State of Oklahoma, to-wit:

### See Attached Exhibits A & B

with right of ingress and egress to and from same with necessary labor, equipment, vehicles and material at any and all times, for the purpose of providing additional work space for the construction of improvements associated with the City of Enid / Kaw Lake Water Supply project to be undertaken by Grantee.

Grantor hereby warrants and covenants that Grantor is the lawful owner of the land upon which this temporary easement is granted, has good and marketable title to such real estate, and has the lawful right to convey the temporary easement herein. Grantor also warrants and covenants that the easement is free and clear from encumbrances of record which would interfere with the intended use by Grantee.

It is a condition of this easement that it shall not be filed for record, and all rights granted herein shall terminate upon completion of City of Enid / Kaw Lake Water Supply project. Grantor agrees that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this  $\cancel{\mu_1}^{\mu_1}$  day of  $\cancel{\mu_1}^{\mu_2}$ ,  $\cancel{\mu_2}^{\mu_1}$ ,  $\cancel{\mu_2}^{\mu_1}$ . ACKNOWLEDGEMENT STATE OF OKLAHOMA ) ss: COUNTY OF KAY Before me, the undersigned, a Notary Public, in and for said County and State on this day of FERLIARY, 20 19, personally appeared PAUL A MIGUELE to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and seal the day and year last above written. Notary Public (SEAL) My Commission Number:  $\frac{3000514}{1/4/2/}$ My Commission Expires:  $\frac{1/14/2}{1}$ 

STATE OF OKLAHOMA	)
COUNTY OF KAY	) ss: )
Before me, the undersigned, day of MANN, 20 /9, per known to be the identical person acknowledged to me that it was expurposes therein set forth.  Given under my hand and set to the identical person acknowledged to me that it was expurposes therein set forth.  Given under my hand and set is a set of the identical person acknowledged to me that it was expurposes therein set forth.  Given under my hand and set is a set of the identical person acknowledged to me that it was expurposes therein set forth.  Given under my hand and set is a set of the identical person acknowledged to me that it was expurposes therein set forth.  Given under my hand and set is a set of the identical person acknowledged to me that it was expurposes therein set forth.	a Notary Public, in and for said County and State on this resonally appeared, Michael Jane to me as who executed the within and foregoing instrument and executed as a free and voluntary act and deed for the uses and real the day and year last above written.  Notary Public
My Commission Number: 1300	03/4
My Commission Number: /300 My Commission Expires: ///6	121
	ACKNOWLEDGEMENT
STATE OF OKLAHOMA	)
COUNTY OF	) ss: )
day of, 20, per known to be the identical person acknowledged to me that it was ex purposes therein set forth.	a Notary Public, in and for said County and State on this to me resonally appeared, to me (s) who executed the within and foregoing instrument and recuted as a free and voluntary act and deed for the uses and real the day and year last above written.
	Notary Public
(SEAL)	·
My Commission Number:	
My Commission Expires:	

The foregoing access easement is her Enid Municipal Authority], on this day	eby accepted by the [City of Enid, Oklahoma or of, 20
	[THE CITY OF ENID, AN OKLAHOMA MUNICIPAL CORPORATION or ENID MUNICIPAL AUTHORITY A MUNICIPAL TRUST]
	[William Shewey, Mayor or Chairman]
(SEAL)	
ATTEST:	
Alissa Lack, [City Clerk or Secretary]	

#### **EXHIBIT "A"**

### TRACT - K-082 PARCEL# 8000-32-025-01E-1-001-00

### PAUL WYCKOFF & MICHAEL BRADY

### PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of Lot 2 of Fractional Section Thirty-two (32), Township Twenty-five (25) North, Range One (1) East of the Indian Meridian, Kay County, State of Oklahoma, being more particularly described as follows:

Commencing at the Northeast corner of said Lot 2; thence S 89°15'20" W along the North line of said Lot 2 a distance of 340.20 feet to the Centerline of a Fifty-foot Perpetual Easement being the POINT OF BEGINNING of said Centerline; thence S 64°01'36" W along said Centerline a distance of 892.45 feet to the Thread of the Salt Fork of the Arkansas River and end of said Centerline, containing 44,622 square feet or 1.02 acres, more or less. The side lines of the easement shall be lengthened or shortened to terminate at the North Line of said Lot 2 and the Thread of the Salt Fork of the Arkansas River.

The intent of this Easement is to be Fifty-foot in width, with the Southern line being parallel and contiguous with the Northern line of an existing One Hundred-foot Transmission Easement as recorded in Book 219 at Pages 579-581 at Kay County Court House.

#### Also:

A One Hundred-foot Temporary Construction Easement containing 72,956 square feet, or 1.67 acres more or less being North of and adjacent to the above described Perpetual Easement and as shown on Exhibit "B".

Bearings and Distances are GRID - Oklahoma State Plane - North Zone.

#### **SURVEYOR'S CERTIFICATE**

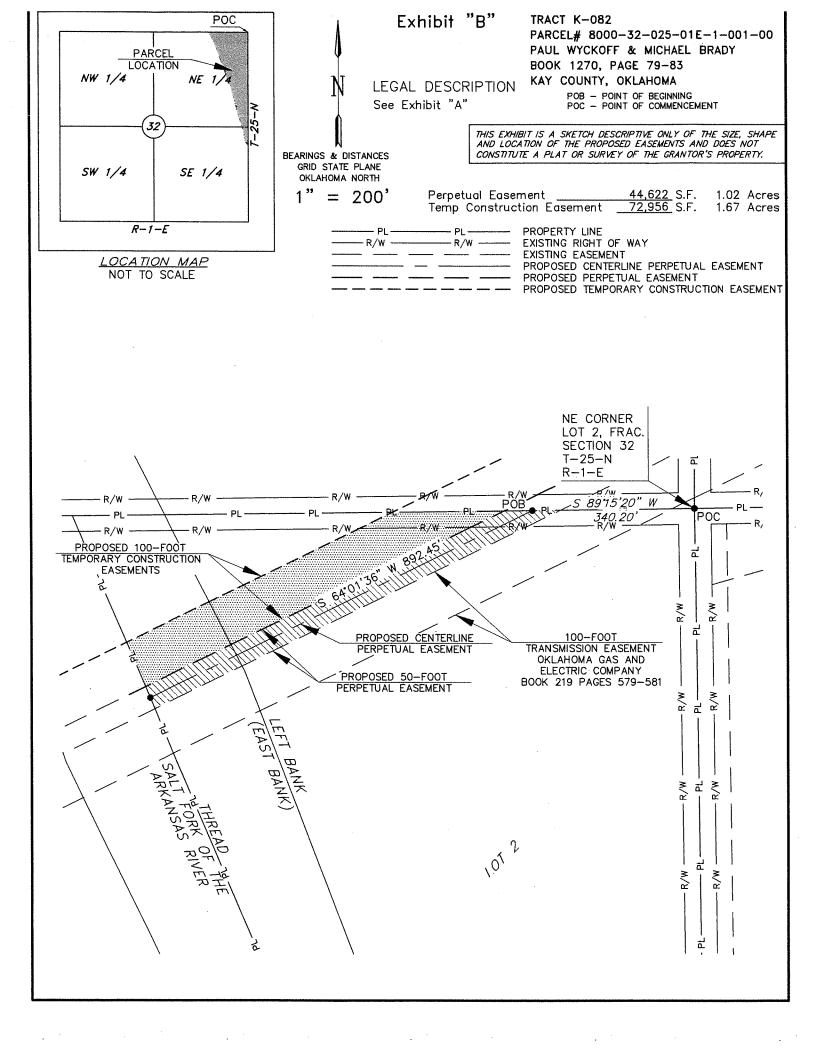
I, Robert L. Johnston Jr. of Garver, LLC, certify that the legal description herein closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical standards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

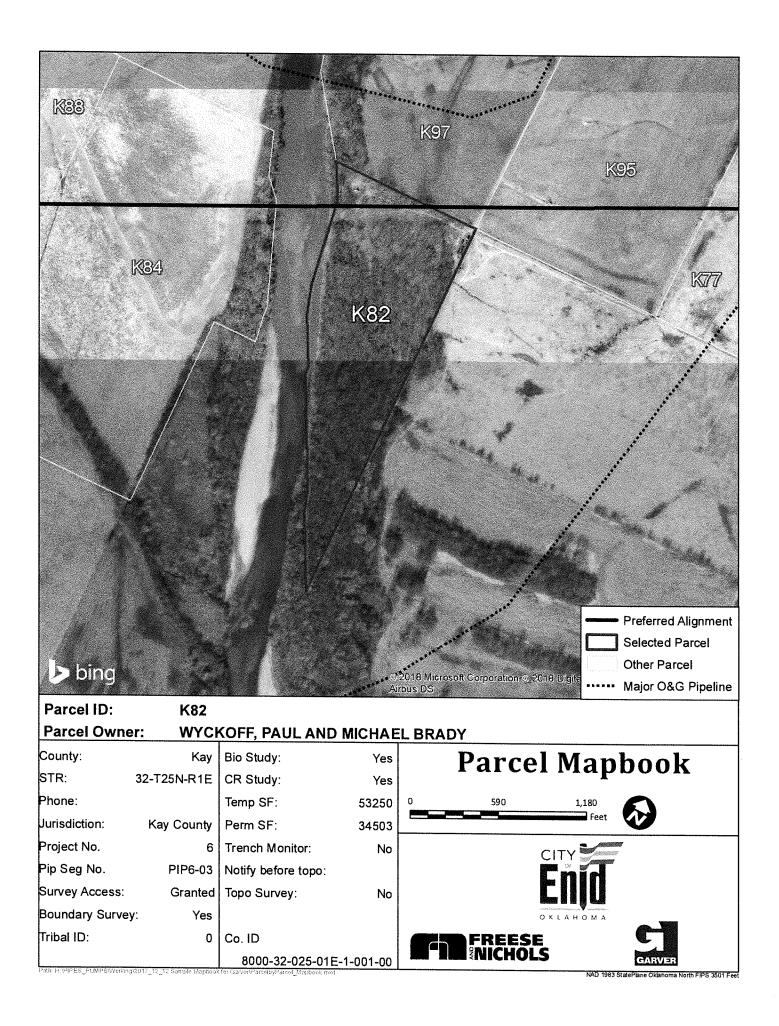
Witness my hand and seal this 12th day of December, 2018

Robert L. Johnston Jr., PLS

Oklahoma No. 1792 Cert. of Auth. 4193

Exp. Date June 30, 2020





Meeting Date: 04/02/2019

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

#### SUBJECT:

ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY CONSTRUCTION EASEMENT FROM TERRI A. HADLEY REVOCABLE TRUST AND SHAWN LESSERT REVOCABLE TRUST OF OSAGE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R2, IN THE AMOUNT OF \$9,575.00, AND AUTHORIZE PAYMENT.

#### **BACKGROUND:**

The Kaw Lake Water Supply Program requires the City to obtain easements from property owners whose property the Kaw Lake raw water pipeline crosses. This particular parcel of land is owned by Terri A. Hadley Revocable Trust and Shawn Lessert Revocable Trust, which have accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

A part of the Northwest Quarter (NW/4) of the Northeast Quarter (NE/4) of Section Thirteen (13), Township Twenty-five (25) North, Range Two (2) East of the Indian Meridian, Osage County, State of Oklahoma, further described in the attachment, Exhibit "A".

The City of Enid's offer of \$9,575.00 has been accepted by Terri A. Hadley Revocable Trust and Shawn Lessert Revocable Trust, to be split equally between the two parties.

#### **RECOMMENDATION:**

Accept Permanent Waterline Easement and Temporary Construction Easement.

### **PRESENTER:**

Robert Hitt, P.E., City Engineer

**Fiscal Impact** 

Budgeted Y/N: Y

**Amount:** \$9,575.00

**Funding Source:** 

Water Capital Improvement Fund, 44-445-9151

**Attachments** 

Easement

PLEASE RETURN TO: Garver Engineering 1016 24th Ave NW Norman, OK 73069

### UTILITY AND WATER LINE EASEMENT Parcel #O-015/570040102

KNOW ALL MEN BY THESE PRESENTS:

That, Terri A. Hadley Revocable Trust Dated July 1st, 2004 and Shawn Lessert Revocable Trust Dated December 27th, 2007, as tenants in common equal shares, "Grantor," in consideration of the sum of [Ten dollars and 00/100 (\$10.00)] 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 or Enid Municipal Authority], Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a utility and water lines easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Osage County, State of Oklahoma, to-wit:

### See Attached Exhibits A & B

with right of ingress and egress to and from same, for the purpose of installing, constructing, operating, maintaining, repairing and replacing utilities, including water lines and water systems and all appurtenances to public utilities and water lines thereon and thereunder, as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as part of this easement.

Grantor agrees not to build or construct any building or buildings or permanent structures upon the 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 trees, shrubs, vegetation, and obstructions or parts of, which in the judgment of the Grantee may interfere with the construction, operation, maintenance repair or replacement of the applicable utilities including water lines and systems.

TO HAVE AND TO HOLD, such easement and right of way unto the [City of Enid, or Enid Municipal Authority] Garfield County, Oklahoma, and its successors and assigns, forever.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this // day of / salvany, 20/9. OWNER(S): Terri A. Hadley

TERRI A. HADLEY

Printed Name Shawn Wsyrt
Shawn Lessert Shawn Lessert Printed Name **ACKNOWLEDGEMENT** STATE OF OKLAHOMA ) ss: COUNTY OF OSAGE Before me, the undersigned, a Notary Public, in and for said County and State on this day of FURNARY, 2019, personally appeared, TURN IN TOURSELLEY to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and seal the day and year last above written. (SEAL) My Commission Number: 13000514 My Commission Expires: 1/16/2/

STATE OF OKLAHOMA )	
COUNTY OF OSAGE ) ss:	
day of <u>Fightiant</u> , 20/9, personally apply known to be the identical person(s) who expressions are the identical person(s).	peared, Signature of this 14/19 peared, Signature of the within and foregoing instrument and a free and voluntary act and deed for the uses and and year last above written.
My Commission Number: 13000514	
My Commission Expires: 1/16/21	
ACKNOW	LEDGEMENT
STATE OF OKLAHOMA )	
COUNTY OF	
day of, 20, personally approximate known to be the identical person(s) who ex	recuted the within and foregoing instrument and a free and voluntary act and deed for the uses and
(SEAL)	Notary Public
My Commission Number:	
My Commission Expires	

The foregoing access easement is here Enid Municipal Authority], on this day of	eby accepted by the [City of Enid, Oklahoma or of, 20
	[THE CITY OF ENID, AN OKLAHOMA MUNICIPAL CORPORATION or ENID MUNICIPAL AUTHORITY A MUNICIPAL TRUST]
	[William Shewey, Mayor or Chairman]
(SEAL)	
ATTEST:	
Alissa Lack, [City Clerk or Secretary]	

PLEASE RETURN TO: Garver Engineering 1016 24th Ave NW Norman, OK 73069

### TEMPORARY CONSTRUCTION EASEMENT Parcel #<u>O-015/570040102</u>

KNOW ALL MEN BY THESE PRESENTS:

That Terri A. Hadley Revocable Trust Dated July 1st, 2004 and Shawn Lessert Revocable Trust Dated December 27th, 2007, as tenants in common equal shares, "Grantor," in consideration of the sum of Ten dollars and 00/100 (\$10.00) 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 or Enid Municipal Authority], Garfield County, Oklahoma, [an Oklahoma Municipal Corporation or a Municipal Trust], "Grantee," for the use and benefit of the Grantee, a temporary easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Osage County, State of Oklahoma, to-wit:

### See Attached Exhibits A & B

with right of ingress and egress to and from same with necessary labor, equipment, vehicles and material at any and all times, for the purpose of providing additional work space for the construction of improvements associated with the City of Enid / Kaw Lake Water Supply project to be undertaken by Grantee.

Grantor hereby warrants and covenants that Grantor is the lawful owner of the land upon which this temporary easement is granted, has good and marketable title to such real estate, and has the lawful right to convey the temporary easement herein. Grantor also warrants and covenants that the easement is free and clear from encumbrances of record which would interfere with the intended use by Grantee.

It is a condition of this easement that it shall not be filed for record, and all rights granted herein shall terminate upon completion of City of Enid / Kaw Lake Water Supply project. Grantor agrees that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

this // day of fell alunch, 20/9.	hereto have caused this instrument to be executed	
	OWNER(S):  Jerri A. Hadley  Terri A. Hadley  Printed Name  Shawn Lessert  Shawn Lessert  Printed Name	
ACKNOW	/LEDGEMENT	
STATE OF OKLAHOMA ) ) ss: COUNTY OF SAGE )		
Before me, the undersigned, a Notary Public, in and for said County and State on this day of Larung , 20 / 9, personally appeared		
(SEAL)	Soll Sight Notary Public	
,		
My Commission Number: 1300514  My Commission Expires: 1/16/3/		
-/		

STATE OF OKLAHOMA	)
COUNTY OF BAGE	) ss: )
day of finally, 20/9, per known to be the identical person acknowledged to me that it was expurposes therein set forth.  Given under my hand and set to the identical person acknowledged to me that it was expurposes therein set forth.  Given under my hand and set to the identical person acknowledged to me that it was expurposes therein set forth.  Given under my hand and set to the identical person acknowledged to me that it was expurposes therein set forth.  Given under my hand and set to the identical person acknowledged to me that it was expurposes therein set forth.  Given under my hand and set to the identical person acknowledged to me that it was expurposes therein set forth.  Given under my hand and set to the identical person acknowledged to me that it was expurposes therein set forth.	resonally appeared, SHAWI TESTED to me to which to the within and foregoing instrument and executed as a free and voluntary act and deed for the uses and seal the day and year last above written.
My Commission Number: <u>13006</u> My Commission Expires: <u>1/16</u>	<u> </u>
	ACKNOWLEDGEMENT
STATE OF OKLAHOMA  COUNTY OF	) ) ss: )
day of, 20, per known to be the identical person acknowledged to me that it was expurposes therein set forth.	a Notary Public, in and for said County and State on this to me sonally appeared, to me (s) who executed the within and foregoing instrument and secuted as a free and voluntary act and deed for the uses and eal the day and year last above written.
(SEAL)	Notary Public
My Commission Number:	
My Commission Expires:	

The foregoing access easement is here Enid Municipal Authority], on this day of	eby accepted by the [City of Enid, Oklahoma or of, 20
	[THE CITY OF ENID, AN OKLAHOMA MUNICIPAL CORPORATION or ENID MUNICIPAL AUTHORITY A MUNICIPAL TRUST]
	[William Shewey, Mayor or Chairman]
(SEAL)	
ATTEST:	
Alissa Lack, [City Clerk or Secretary]	

#### **EXHIBIT "A"**

### TRACT - O-015 PARCEL# 570040102

# TERRI A. HADLEY REVOCABLE TRUST AND SHAWN LESSERT REVOCABLE TRUST

#### PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section Thirteen (13), Township Twenty-five (25) North, Range Two (2) East of the Indian Meridian, Osage County, State of Oklahoma, being more particularly described as follows:

**COMMENCING** at the Northwest corner of said Northwest Quarter (NW1/4) of Northeast Quarter (NE1/4); thence S 00°29'35" E along the West line of said Northwest Quarter (NW1/4) of Northeast Quarter (NE1/4) a distance of 60.00 feet to the Centerline of a Fifty-foot Perpetual Easement being the **POINT OF BEGINNING** of said Centerline; thence along said Centerline N 89°19'00" E a distance of 1313.78 feet to the East line of said Northwest Quarter (NW1/4) of Northeast Quarter (NE1/4) and the end of said Centerline, containing 65,689 square feet or 1.51 acres, more or less. The side lines of the easement shall be lengthened or shortened to terminate at the East and West lines of said Northwest Quarter (NW1/4) of Northeast Quarter (NE1/4).

#### Also:

A Fifty-foot Temporary Construction Easement containing 65,692 square feet, or 1.51 acres more or less being adjacent to, and South of the above described Perpetual Easement and as shown on Exhibit "B".

Bearings and Distances are GRID - Oklahoma State Plane - North Zone.

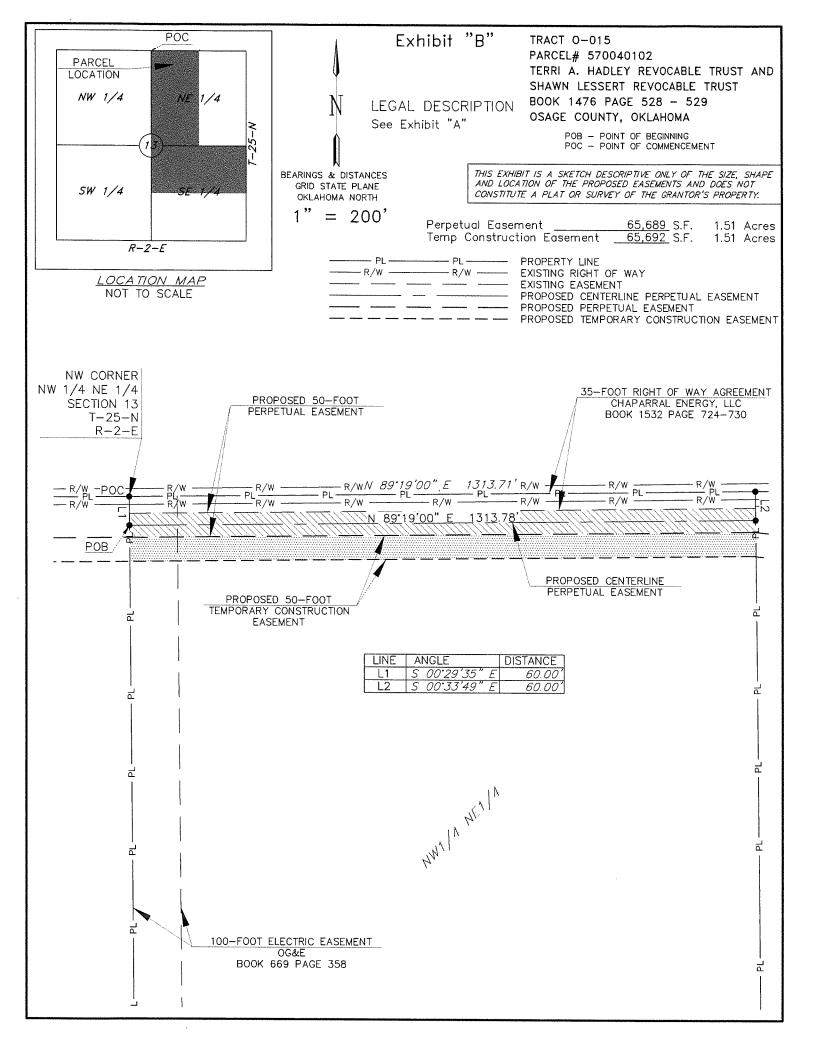
#### SURVEYOR'S CERTIFICATE

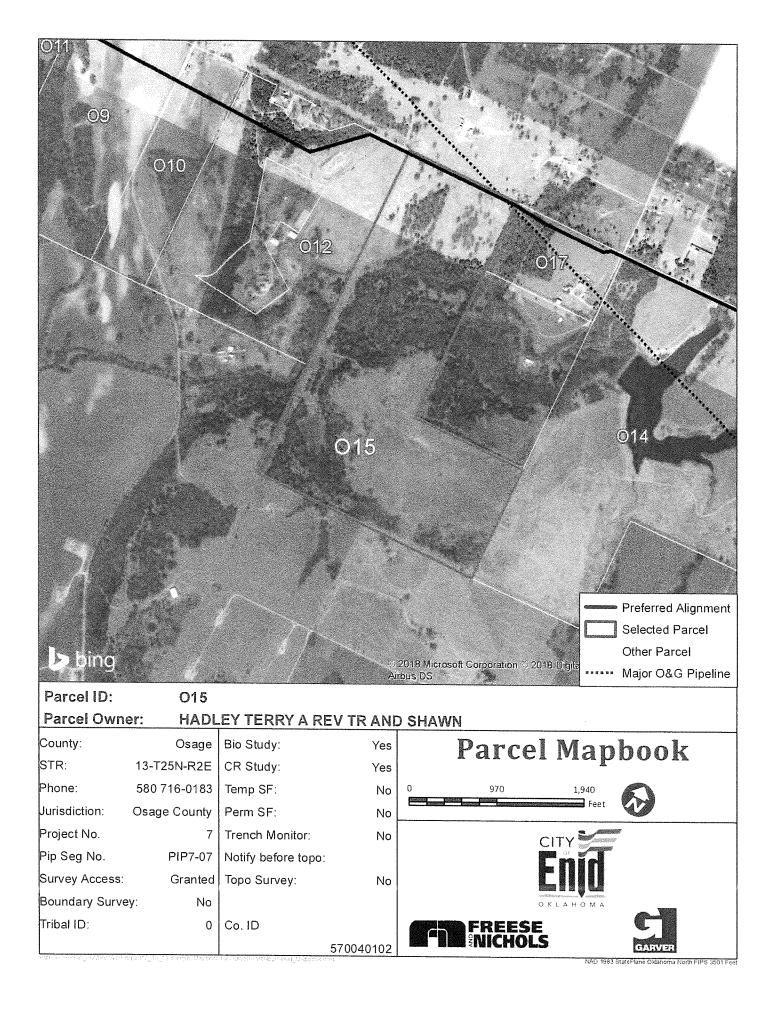
I, Robert L. Johnston Jr. of Garver, LLC, certify that the legal description herein closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical standards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

Witness my hand and seal this 5th day of December, 2018.

Robert L. Johnston Jr. P Oklahoma No. 1792

Cert. of Auth. 4193 Exp. Date June 30, 2020





Meeting Date: 04/02/2019

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

#### SUBJECT:

ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY CONSTRUCTION EASEMENT FROM TERRI A. HADLEY REVOCABLE TRUST AND SHAWN LESSERT REVOCABLE TRUST OF OSAGE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R2, IN THE AMOUNT OF \$15,600.00, AND AUTHORIZE PAYMENT.

#### **BACKGROUND:**

The Kaw Lake Water Supply Program requires the City to obtain easements from property owners whose property the Kaw Lake raw water pipeline crosses. This particular parcel of land is owned by Terri A. Hadley Revocable Trust and Shawn Lessert Revocable Trust, which have accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

A part of the Northwest Quarter (NW/4) of Section Thirteen (13), Township Twenty-five (25) North, Range Two (2) East of the Indian Meridian, Osage County, State of Oklahoma, further described in the attachment, Exhibit "A".

The City of Enid's offer of \$15,600.00 has been accepted by Terri A. Hadley Revocable Trust and Shawn Lessert Revocable Trust, to be split equally between the two parties.

#### **RECOMMENDATION:**

Accept Permanent Waterline Easement and Temporary Construction Easement.

### **PRESENTER:**

Robert Hitt, P.E., City Engineer

**Fiscal Impact** 

Budgeted Y/N: Y

**Amount:** \$15,600.00

**Funding Source:** 

Water Capital Improvement Fund, 44-445-9151

**Attachments** 

Easement

### UTILITY AND WATER LINE EASEMENT Parcel #0-012/570040107

### KNOW ALL MEN BY THESE PRESENTS:

That, Terri A. Hadley Revocable Trust Dated July 1st, 2004 and Shawn Lessert Revocable Trust Dated December 27th, 2007, as tenants in common equal shares, "Grantor," in consideration of the sum of [Ten dollars and 00/100 (\$10.00)] 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 or Enid Municipal Authority], Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a utility and water lines easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Osage County, State of Oklahoma, to-wit:

### See Attached Exhibits A & B

with right of ingress and egress to and from same, for the purpose of installing, constructing, operating, maintaining, repairing and replacing utilities, including water lines and water systems and all appurtenances to public utilities and water lines thereon and thereunder, as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as part of this easement.

Grantor agrees not to build or construct any building or buildings or permanent structures upon the 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 trees, shrubs, vegetation, and obstructions or parts of, which in the judgment of the Grantee may interfere with the construction, operation, maintenance repair or replacement of the applicable utilities including water lines and systems.

TO HAVE AND TO HOLD, such easement and right of way unto the [City of Enid, or Enid Municipal Authority] Garfield County, Oklahoma, and its successors and assigns, forever.

IN WITNESS WHEREOF the parties this // day of FURAUARY, 20/9.	hereto have caused this instrument to be executed
	OWNER(S):
	Terri A. Hadley  Terri A. Hadley  Printed Name  Shawn Wssut  Shawn Lessert  Shawn Lessert  Printed Name
ACKNOW	LEDGEMENT
STATE OF OKLAHOMA ) ss: COUNTY OF DSAGE )	
acknowledged to me that it was executed as a purposes therein set forth.  Given under my hand and seal the day a	Public, in and for said County and State on this appeared, The formula of the within and foregoing instrument and a free and voluntary act and deed for the uses and and year last above written.
(SEAL) # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13000514 # 13	Student Sold 1914 Notary Public
My Commission Number: 13000814  My Commission Expires: 1/16/3/	
My Commission Expires: 1/16/31	

STATE OF OKLAHOMA )	
COUNTY OF USAGE ) ss:	
known to be the identical person(s) who acknowledged to me that it was executed a purposes therein set forth.  Given under my hand and seal the discontinuous and seal the discontinuou	Notary Public
My Commission Number: 130005/14  My Commission Expires: 1/16/2/	_
ACKNO	WLEDGEMENT
STATE OF OKLAHOMA ) ) ss: COUNTY OF )	
day of, 20, personally a known to be the identical person(s) who	executed the within and foregoing instrument and as a free and voluntary act and deed for the uses and
(SEAL)	Notary Public
(SEAL)	
My Commission Number:	_
My Commission Expires:	

The foregoing access easement is he Enid Municipal Authority], on this day	reby accepted by the [City of Enid, Oklahoma or of, 20
	[THE CITY OF ENID, AN OKLAHOMA MUNICIPAL CORPORATION or ENID MUNICIPAL AUTHORITY A MUNICIPAL TRUST]
	[William Shewey, Mayor or Chairman]
(SEAL)	
ATTEST:	
Alissa Lack, [City Clerk or Secretary]	

### TEMPORARY CONSTRUCTION EASEMENT Parcel #<u>O-012/570040107</u>

KNOW ALL MEN BY THESE PRESENTS:

That Terri A. Hadley Revocable Trust Dated July 1st, 2004 and Shawn Lessert Revocable Trust Dated December 27th, 2007, as tenants in common equal shares, "Grantor," in consideration of the sum of Ten dollars and 00/100 (\$10.00) 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 or Enid Municipal Authority], Garfield County, Oklahoma, [an Oklahoma Municipal Corporation or a Municipal Trust], "Grantee," for the use and benefit of the Grantee, a temporary easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Osage County, State of Oklahoma, to-wit:

### See Attached Exhibits A & B

with right of ingress and egress to and from same with necessary labor, equipment, vehicles and material at any and all times, for the purpose of providing additional work space for the construction of improvements associated with the City of Enid / Kaw Lake Water Supply project to be undertaken by Grantee.

Grantor hereby warrants and covenants that Grantor is the lawful owner of the land upon which this temporary easement is granted, has good and marketable title to such real estate, and has the lawful right to convey the temporary easement herein. Grantor also warrants and covenants that the easement is free and clear from encumbrances of record which would interfere with the intended use by Grantee.

It is a condition of this easement that it shall not be filed for record, and all rights granted herein shall terminate upon completion of City of Enid / Kaw Lake Water Supply project. Grantor agrees that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

WITNESS WHEREOF the parties hereto have caused this instrument to be executed this // day of february, 20/9. OWNER(S): Shawn Lessert ACKNOWLEDGEMENT STATE OF OKLAHOMA ) ss: COUNTY OF DEPART Before me, the undersigned, a Notary Public, in and for said County and State on this day of FIRPUREY, 20/9, personally appeared IRRI HADING to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and seal the day and year last above written. (SEAL) My Commission Number: 130005/4My Commission Expires: 1/16/2/

STATE OF OKLAHOMA )	
COUNTY OF DEAGE ) ss:	
day of fundary, 20/9, personally known to be the identical person(s) who acknowledged to me that it was executed purposes therein set forth.  Given under my hand and seal the of the control of the cont	Notary Public
My Commission Number: 130005/14	<u>/</u>
My Commission Expires: 1/16/2/	
ACKNO	OWLEDGEMENT
STATE OF OKLAHOMA )	
COUNTY OF	
day of, 20, personally known to be the identical person(s) who	executed the within and foregoing instrument and as a free and voluntary act and deed for the uses and
(SEAL)	Notary Public
My Commission Number:	
My Commission Expires:	

The foregoing access easement is her Enid Municipal Authority], on this day	eby accepted by the [City of Enid, Oklahoma or of, 20
	[THE CITY OF ENID, AN OKLAHOMA MUNICIPAL CORPORATION or ENID MUNICIPAL AUTHORITY A MUNICIPAL TRUST]
	[William Shewey, Mayor or Chairman]
(SEAL)	
ATTEST:	
Alissa Lack, [City Clerk or Secretary]	

#### **EXHIBIT "A"**

#### TRACT - O-012 PARCEL# 570040107

# TERRI A. HADLEY REVOCABLE TRUST AND SHAWN LESSERT REVOCABLE TRUST

#### PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of the Northwest Quarter (NW1/4) of Section Thirteen (13), Township Twenty-five (25) North, Range Two (2) East of the Indian Meridian, Osage County, State of Oklahoma, being more particularly described as follows:

**COMMENCING** at the Northeast corner of said Northwest Quarter (NW1/4); thence S 00°29'35" E along the East line of said Northwest Quarter (NW1/4) a distance of 16.50 feet to the **POINT OF BEGINNING**; thence continue along said East line S 00°29'35" E a distance of 68.50 feet; thence leaving said East line S 89°19'00" W a distance of 462.19 feet; thence S 47°32'01" W a distance of 670.96 feet; thence N 88°19'39" W a distance of 1011.19 feet to the West line of a property described in Book 1476 at pages 528-529; thence N 00°23'02" W along said west line a distance of 50.03 feet; thence leaving said West line S 88°19'39" E a distance of 992.71 feet; thence N 47°32'01" E a distance of 697.54 feet; thence N 89°19'00" E a distance of 460.80 feet to the **POINT OF BEGINNING**, containing 115,922 square feet or 2.66 acres, more or less.

#### Also:

A Fifty-foot Temporary Construction Easement containing 107,227 square feet, or 2.46 acres more or less, being South of, and adjacent to, the above described Perpetual Easement and as shown on Exhibit "B".

Bearings and Distances are GRID - Oklahoma State Plane - North Zone.

### **SURVEYOR'S CERTIFICATE**

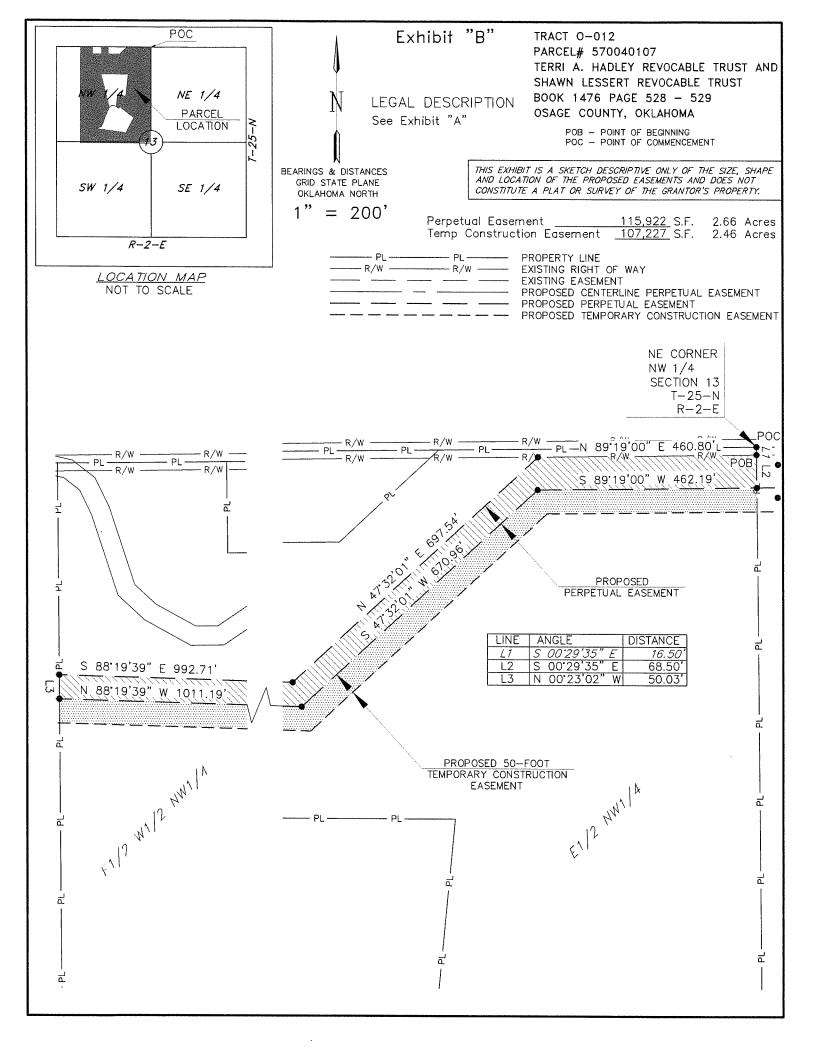
I, Robert L. Johnston Jr. of Garver, LLC, certify that the legal description herein closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical standards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

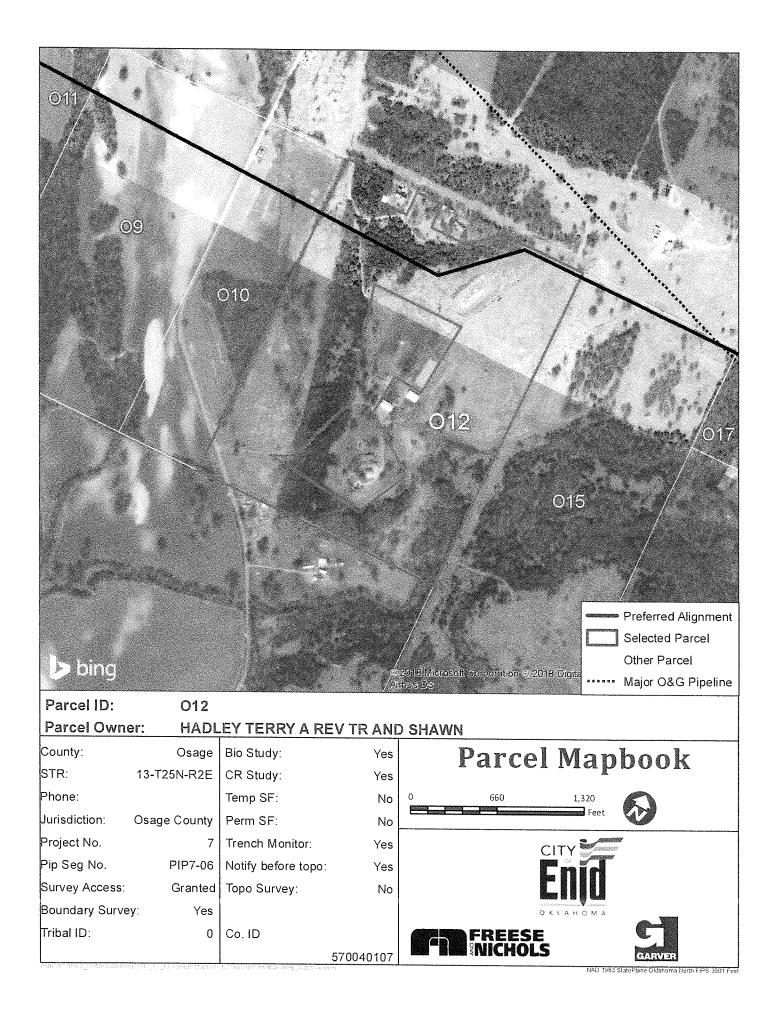
Witness my hand and seal this 5th day of December, 2018,

Robert L. Johnston Jr., PLS

Oklahoma No. 1792 Cert. of Auth. 4193

Exp. Date June 30, 2020





Meeting Date: 04/02/2019

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

### SUBJECT:

ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY CONSTRUCTION EASEMENT FROM TERRI A. HADLEY REVOCABLE TRUST AND SHAWN LESSERT REVOCABLE TRUST OF OSAGE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R2, IN THE AMOUNT OF \$4,800.00, AND AUTHORIZE PAYMENT.

### **BACKGROUND:**

The Kaw Lake Water Supply Program requires the City to obtain easements from property owners whose property the Kaw Lake raw water pipeline crosses. This particular parcel of land is owned by Terri A. Hadley Revocable Trust and Shawn Lessert Revocable Trust, which have accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

A part of the Northwest Quarter (NW/4) of the Northwest Quarter (NW/4) of Section Thirteen (13), Township Twenty-five (25) North, Range Two (2) East of the Indian Meridian, Osage County, State of Oklahoma, further described in the attachment, Exhibit "A".

The City of Enid's offer of \$4,800.00 has been accepted by Terri A. Hadley Revocable Trust and Shawn Lessert Revocable Trust, to be split equally between the two parties.

### **RECOMMENDATION:**

Accept Permanent Waterline Easement and Temporary Construction Easement.

### **PRESENTER:**

Robert Hitt, P.E., City Engineer

**Fiscal Impact** 

Budgeted Y/N: Y

**Amount:** \$4,800.00

**Funding Source:** 

Water Capital Improvement Fund, 44-445-9151

**Attachments** 

Easement

## UTILITY AND WATER LINE EASEMENT Parcel #0-010/570040106

### KNOW ALL MEN BY THESE PRESENTS:

That, Terri A. Hadley Revocable Trust Dated July 1st, 2004 and Shawn Lessert Revocable Trust Dated December 27th, 2007, as tenants in common equal shares, "Grantor," in consideration of the sum of [Ten dollars and 00/100 (\$10.00)] 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 or Enid Municipal Authority], Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a utility and water lines easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Osage County, State of Oklahoma, to-wit:

## See Attached Exhibits A & B

with right of ingress and egress to and from same, for the purpose of installing, constructing, operating, maintaining, repairing and replacing utilities, including water lines and water systems and all appurtenances to public utilities and water lines thereon and thereunder, as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as part of this easement.

Grantor agrees not to build or construct any building or buildings or permanent structures upon the 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 trees, shrubs, vegetation, and obstructions or parts of, which in the judgment of the Grantee may interfere with the construction, operation, maintenance repair or replacement of the applicable utilities including water lines and systems.

TO HAVE AND TO HOLD, such easement and right of way unto the [City of Enid, or Enid Municipal Authority] Garfield County, Oklahoma, and its successors and assigns, forever.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this // day of full upon 20/1.		
OWNER(S):		
Terri A. Hadley  TERRI A. HADLEY		
Printed Name		
Shawn Ussert		
Shawn Lessert		
Shawn Lessert		
Printed Name		
ACKNOWLEDGEMENT		
STATE OF OKLAHOMA ) ) ss: COUNTY OF <u>OSAG U</u> )		
Before me, the undersigned, a Notary Public, in and for said County and State on this day of <u>FIRRUARY</u> , 20 19, personally appeared, <u>FIRRUARY</u> to me known to be the identical person(s) who executed the within and foregoing instrument an acknowledged to me that it was executed as a free and voluntary act and deed for the uses an purposes therein set forth.  Given under my hand and seal the day and year last above written.		
(SEAL)  SEAL  SEAL  SEAL		
My Commission Number: 13000514		
My Commission Expires: 1/16/2/		

## ACKNOWLEDGEMENT

STATE OF OKLAHOMA )		
COUNTY OF OSAGE ) ss:		
known to be the identical person(s) who exe acknowledged to me that it was executed as a purposes therein set forth.  Given under my hand and seal the day and the day and the identical person(s) who exe acknowledged to me that it was executed as a purposes therein set forth.  Given under my hand and seal the day and the identical person(s) who exe acknowledged to me that it was executed as a purposes therein set forth.  Given under my hand and seal the day and the identical person(s) who exe acknowledged to me that it was executed as a purposes therein set forth.  Given under my hand and seal the day and the identical person(s) who exe acknowledged to me that it was executed as a purpose therein set forth.  Given under my hand and seal the day and the identical person(s) who exe acknowledged to me that it was executed as a purpose therein set forth.  Given under my hand and seal the day and the identical person(s) who exe acknowledged to me that it was executed as a purpose therein set forth.  (SEAL)	polic, in and for said County and State on this / for eared, Shaw Masking, Tous Tell to me cuted the within and foregoing instrument and free and voluntary act and deed for the uses and and year last above written.  Notary Public	
My Commission Number: 130005/4  My Commission Expires: 1/16/2/		
My Commission Expires: _///6/2/		
ACKNOWLEDGEMENT		
STATE OF OKLAHOMA )		
COUNTY OF		
day of, 20, personally apper known to be the identical person(s) who exe	cuted the within and foregoing instrument and free and voluntary act and deed for the uses and	
	N D. I.I.	
(SEAL)	Notary Public	
My Commission Number:		
My Commission Expires:		

The foregoing access easement is here Enid Municipal Authority], on this day	eby accepted by the [City of Enid, Oklahoma or of, 20
	[THE CITY OF ENID, AN OKLAHOMA MUNICIPAL CORPORATION or ENID MUNICIPAL AUTHORITY A MUNICIPAL TRUST]
	[William Shewey, Mayor or Chairman]
(SEAL)	
ATTEST:	
Alissa Lack, [City Clerk or Secretary]	

## TEMPORARY CONSTRUCTION EASEMENT Parcel #<u>O-010/570040106</u>

## KNOW ALL MEN BY THESE PRESENTS:

That Terri A. Hadley Revocable Trust Dated July 1st, 2004 and Shawn Lessert Revocable Trust Dated December 27th, 2007, as tenants in common equal shares, "Grantor," in consideration of the sum of Ten dollars and 00/100 (\$10.00) 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 or Enid Municipal Authority], Garfield County, Oklahoma, [an Oklahoma Municipal Corporation or a Municipal Trust], "Grantee," for the use and benefit of the Grantee, a temporary easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Osage County, State of Oklahoma, to-wit:

## See Attached Exhibits A & B

with right of ingress and egress to and from same with necessary labor, equipment, vehicles and material at any and all times, for the purpose of providing additional work space for the construction of improvements associated with the City of Enid / Kaw Lake Water Supply project to be undertaken by Grantee.

Grantor hereby warrants and covenants that Grantor is the lawful owner of the land upon which this temporary easement is granted, has good and marketable title to such real estate, and has the lawful right to convey the temporary easement herein. Grantor also warrants and covenants that the easement is free and clear from encumbrances of record which would interfere with the intended use by Grantee.

It is a condition of this easement that it shall not be filed for record, and all rights granted herein shall terminate upon completion of City of Enid / Kaw Lake Water Supply project. Grantor agrees that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this // day of FLBRUARY, 20/9. OWNER(S): Terri A. Hadley

Terri A. Hadley

JERRI A. MADLEY

Distant Name Shawn WSvt
Shawn Lessert
Shawn Lessert
Printed Name **ACKNOWLEDGEMENT** STATE OF OKLAHOMA ) ss: COUNTY OF OSAGE Before me, the undersigned, a Notary Public, in and for said County and State on this day of FIRAURY, 20/9, personally appeared TIRAI A HADLEY to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and seal the day and year last above written. (SEAL) My Commission Number: 130005/4

My Commission Expires: 1/16/2/

## ACKNOWLEDGEMENT

STATE OF OKLAHOMA )	
COUNTY OF $O_{SAGE}$ )	SS:
day of <u>Parkuary</u> , 20/9, persona known to be the identical person(s) acknowledged to me that it was execut purposes therein set forth.	otary Public, in and for said County and State on this /// lally appeared, ////////////////////////////////////
My Commission Number: 130005	<u>,4</u>
My Commission Number: 130005 My Commission Expires: 1/16/3-1	<del>'</del>
ACK	NOWLEDGEMENT
STATE OF OKLAHOMA )	
COUNTY OF	ss:
day of, 20, persona known to be the identical person(s) vacknowledged to me that it was execut purposes therein set forth.	otary Public, in and for said County and State on this to me ally appeared, to me who executed the within and foregoing instrument and red as a free and voluntary act and deed for the uses and the day and year last above written.
(SEAL)	Notary Public
My Commission Number:	
My Commission Expires:	water and the second se

The foregoing access easement is he	ereby accepted by the [City of Enid, Oklahoma or
Enid Municipal Authority], on this day	y of, 20
	[THE CITY OF ENID, AN OKLAHOMA MUNICIPAL CORPORATION or ENID MUNICIPAL AUTHORITY A MUNICIPAL TRUST]
	[W:II: Cl
	[William Shewey, Mayor or Chairman]
(SEAL)	
(GE/LE)	
ATTEST:	
ATTEST.	
Alissa Lack, [City Clerk or Secretary]	

### **EXHIBIT "A"**

### TRACT - O-010 PARCEL# 570040106

## TERRI A. HADLEY REVOCABLE TRUST AND SHAWN LESSERT REVOCABLE TRUST

### PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section Thirteen (13), Township Twenty-five (25) North, Range Two (2) East of the Indian Meridian, Osage County, State of Oklahoma, being more particularly described as follows:

**COMMENCING** at the Northwest corner of said Northwest Quarter (NW1/4) of Northwest Quarter (NW1/4); thence S 00°20′51" E along the West line of said Northwest Quarter (NW1/4) of Northwest Quarter (NW1/4) a distance of 438.47 feet to the Centerline of a Fifty-foot Perpetual Easement being the **POINT OF BEGINNING** of said Centerline; thence along said Centerline S 88°19′39" E a distance of 657.55 feet to the end of said Centerline, containing 32,877 square feet or 0.75 acres, more or less. The side lines of the easement shall be lengthened or shortened to terminate at the West line of said Northwest Quarter (NW1/4) of Northwest Quarter (NW1/4) and at the East property line.

#### Also:

A Fifty-foot Temporary Construction Easement containing 32,879 square feet, or 0.75 acres more or less being adjacent to, and South of the above described Perpetual Easement and as shown on Exhibit "B".

Bearings and Distances are GRID - Oklahoma State Plane - North Zone.

#### SURVEYOR'S CERTIFICATE

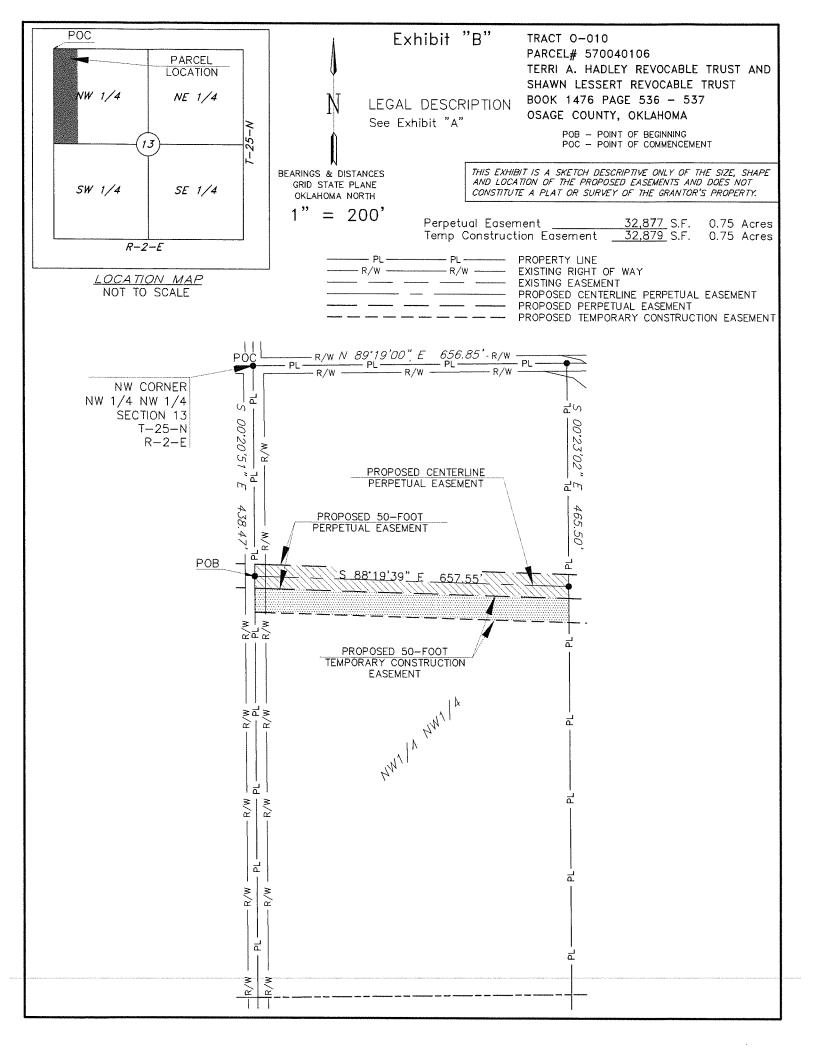
I, Robert L. Johnston Jr. of Garver, LLC, certify that the legal description herein closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical standards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

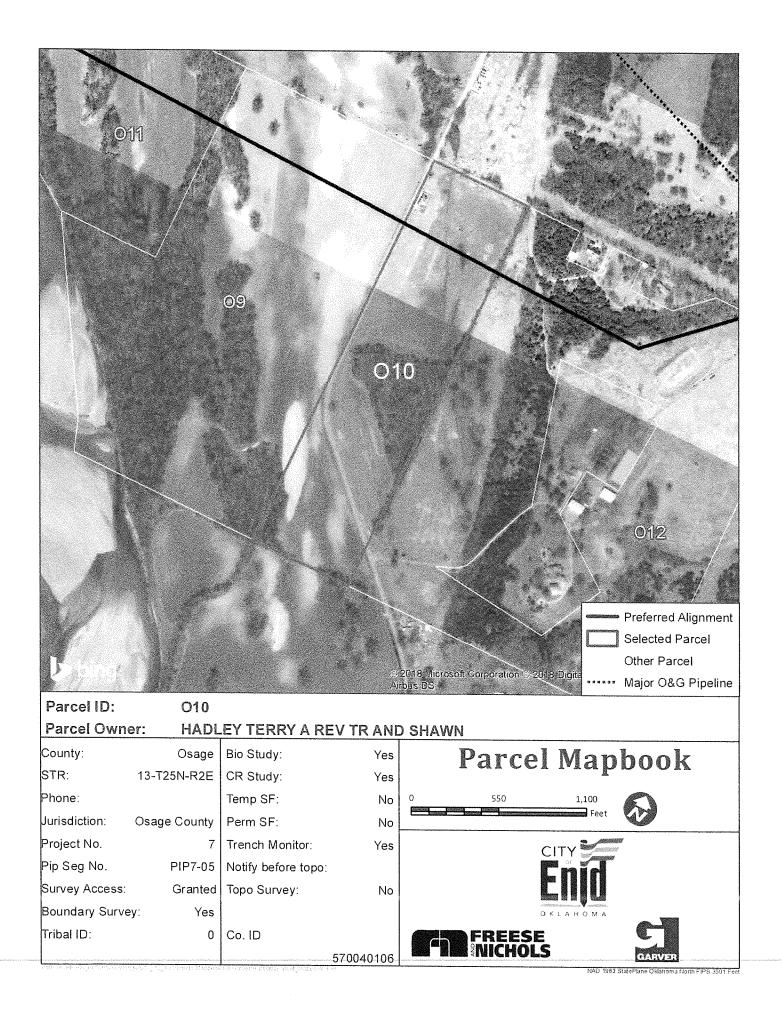
Witness my hand and seal this 5th day of December, 2018.

Robert L. Johnston Jr., PLS Oklahoma No. 1792

Cert. of Auth. 4193

Exp. Date June 30, 2020





Meeting Date: 04/02/2019

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

### SUBJECT:

ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY CONSTRUCTION EASEMENT FROM TERRI A. HADLEY REVOCABLE TRUST AND SHAWN LESSERT REVOCABLE TRUST OF OSAGE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R2, IN THE AMOUNT OF \$9,500.00, AND AUTHORIZE PAYMENT.

### **BACKGROUND:**

The Kaw Lake Water Supply Program requires the City to obtain easements from property owners whose property the Kaw Lake raw water pipeline crosses. This particular parcel of land is owned by Terri A. Hadley Revocable Trust and Shawn Lessert Revocable Trust, who have accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

A part of the Northeast Quarter (NE/4) of the Northeast Quarter (NE/4) of Fractional Section Fourteen (14), Township Twenty-five (25) North, Range Two (2) East of the Indian Meridian, Osage County, State of Oklahoma, further described in the attachment, Exhibit "A".

The City of Enid's offer of \$9,500.00 has been accepted by Terri A. Hadley Revocable Trust and Shawn Lessert Revocable Trust, to be split equally between the two parties.

### **RECOMMENDATION:**

Accept Permanent Waterline Easement and Temporary Construction Easement.

### **PRESENTER:**

Robert Hitt, P.E., City Engineer

**Fiscal Impact** 

Budgeted Y/N: Y

**Amount:** \$9,500.00

**Funding Source:** 

Water Capital Improvement Fund, 44-445-9151

**Attachments** 

Easement

## UTILITY AND WATER LINE EASEMENT

Parcel #<u>O-009 / 570040123</u>

KNOW ALL MEN BY THESE PRESENTS:

That, Terri A. Hadley Revocable Trust Dated July 1st, 2004 and Shawn Lessert Revocable Trust Dated December 27th, 2007, Tenants in common in equal shares, "Grantor," in consideration of the sum of [Ten dollars and 00/100 (\$10.00)] 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 or Enid Municipal Authority], Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a utility and water lines easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Osage County, State of Oklahoma, to-wit:

## See Attached Exhibits A & B

with right of ingress and egress to and from same, for the purpose of installing, constructing, operating, maintaining, repairing and replacing utilities, including water lines and water systems and all appurtenances to public utilities and water lines thereon and thereunder, as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as part of this easement.

Grantor agrees not to build or construct any building or buildings or permanent structures upon the 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 trees, shrubs, vegetation, and obstructions or parts of, which in the judgment of the Grantee may interfere with the construction, operation, maintenance repair or replacement of the applicable utilities including water lines and systems.

TO HAVE AND TO HOLD, such easement and right of way unto the [City of Enid, or Enid Municipal Authority] Garfield County, Oklahoma, and its successors and assigns, forever.

IN WITNESS WHEREOF the parties this // day of right ARY, 20/9.	hereto have caused this instrument to be executed
	OWNER(S):
	Terri A. Hadley  Terri A. Hadley  Printed Name  Shown West  Shawn Lessert  Shawn Lessert  Printed Name
ACKNOW	LEDGEMENT
STATE OF OKLAHOMA ) ) ss: COUNTY OF OSAGE )	
acknowledged to me that it was executed as a purposes therein set forth.  Given under my hand and seal the day	Public, in and for said County and State on this ally appeared, IRP 1. 1/4 DLCY executed the within and foregoing instrument and a free and voluntary act and deed for the uses and and year last above written.
(SEAL)	Notary Public
My Commission Number: 13000514	
My Commission Expires: 1/14/2/	

## **ACKNOWLEDGEMENT**

STATE OF OKLAHOMA	)
COUNTY OF OSAGE	) ss: )
known to be the identical person(s) acknowledged to me that it was executive purposes therein set forth.  Given under my hand and seal of the contraction of the cont	Notary Public, in and for said County and State on this / / / / / nally appeared, / / / / / / / / / / / / / / / / / / /
My Commission Number: 130065.  My Commission Expires: 1/16/2	<u> </u>
AC	KNOWLEDGEMENT
STATE OF OKLAHOMA  COUNTY OF	) ) SS:
day of, 20, person known to be the identical person(s) acknowledged to me that it was executive purposes therein set forth.	Notary Public, in and for said County and State on this to me ally appeared, to me who executed the within and foregoing instrument and uted as a free and voluntary act and deed for the uses and the day and year last above written.
(SEAL)	Notary Public
My Commission Number:	
My Commission Expires:	

The foregoing access easement is he Enid Municipal Authority], on this day	reby accepted by the [City of Enid, Oklahoma o of, 20
	[THE CITY OF ENID, AN OKLAHOMA MUNICIPAL CORPORATION or ENID MUNICIPAL AUTHORITY A MUNICIPAL TRUST]
	[William Shewey, Mayor or Chairman]
(SEAL)	
ATTEST:	
Alissa Lack, [City Clerk or Secretary]	

## TEMPORARY CONSTRUCTION EASEMENT

Parcel #<u>O-009 / 570040123</u>

KNOW ALL MEN BY THESE PRESENTS:

That: Terri A. Hadley Revocable Trust Dated July 1st, 2004 and Shawn Lessert Revocable Trust Dated December 27th, 2007, Tenants in common in equal shares, "Grantor," in consideration of the sum of Ten dollars and 00/100 (\$10.00) 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 or Enid Municipal Authority], Garfield County, Oklahoma, [an Oklahoma Municipal Corporation or a Municipal Trust], "Grantee," for the use and benefit of the Grantee, a temporary easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Osage County, State of Oklahoma, to-wit:

## See Attached Exhibits A & B

with right of ingress and egress to and from same with necessary labor, equipment, vehicles and material at any and all times, for the purpose of providing additional work space for the construction of improvements associated with the City of Enid / Kaw Lake Water Supply project to be undertaken by Grantee.

Grantor hereby warrants and covenants that Grantor is the lawful owner of the land upon which this temporary easement is granted, has good and marketable title to such real estate, and has the lawful right to convey the temporary easement herein. Grantor also warrants and covenants that the easement is free and clear from encumbrances of record which would interfere with the intended use by Grantee.

It is a condition of this easement that it shall not be filed for record, and all rights granted herein shall terminate upon completion of City of Enid / Kaw Lake Water Supply project. Grantor agrees that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

IN WITNESS/WHEREOF the parties hereto have caused this instrument to be executed this // day of representation, 20 / 9.		
	OWNER(S):	
	Terri A. Hadley  Tilled Name  Shawn Wort  Shawn Lessert  Shawn Lessert  Printed Name	
ACKNOWLEDGEMENT		
STATE OF OKLAHOMA )  (COUNTY OF OSAGE )		
Before me, the undersigned, a Notary Public, in and for said County and State on this day of FURNIANY, 20 19, personally appeared TURNI IN JARINY to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.		
Given under my hand and seal the day an	d year last above written.  Stwart L Sight  Notary Public	
(SEAL)  My Commission Number: 1300514		
My Commission Expires: $1/16/21$		

## ACKNOWLEDGEMENT

STATE OF OKLAHOMA )	
COUNTY OF OSAGE ) ss:	
day of phoney, 20 , personally apprenticed by the identical person(s) who exacknowledged to me that it was executed as a purposes therein set forth.  Given under my hand and seal the day a second control of the identical person(s) who exacknowledged to me that it was executed as a purposes therein set forth.  Given under my hand and seal the day a second control of the identical person(s) who exacknowledged to me that it was executed as a purpose therein set forth.  Given under my hand and seal the day a second control of the identical person(s) who exacknowledged to me that it was executed as a purpose therein set forth.  Given under my hand and seal the day a second control of the identical person(s) who exacknowledged to me that it was executed as a purpose therein set forth.  Given under my hand and seal the day a second control of the identical person (s) who exacknowledged to me that it was executed as a purpose therein set forth.  Given under my hand and seal the day a second control of the identical person (s) who exacknowledged to me that it was executed as a purpose therein set forth.  Given under my hand and seal the day a second control of the identical person (s) who exacknowledged to me that it was executed as a purpose the identical person (s) who exacknowledged to me that it was executed as a purpose the identical person (s) who exacknowledged to me that it was executed as a purpose the identical person (s) who exacknowledged to me that it was executed as a purpose the identical person (s) who exacknowledged to me that it was executed as a purpose the identical person (s) who exacknowledged to me that it was executed as a purpose the identical person (s) who exacknowledged to me that it was executed as a purpose the identical person (s) who exacknowledged to me that it was executed as a purpose the identical person (s) who exacknowledged to me that it was executed as a purpose the identical person (s) who exacknowledged to me the identical person (s) who exacknowledged to me the identical person	ablic, in and for said County and State on this // to me recuted the within and foregoing instrument and a free and voluntary act and deed for the uses and and year last above written.
My Commission Number: 130005/4  My Commission Expires: 1/16/2/	
ACKNOW	LEDGEMENT
STATE OF OKLAHOMA ) ) ss: COUNTY OF )	
day of, 20, personally app known to be the identical person(s) who ex	ecuted the within and foregoing instrument and free and voluntary act and deed for the uses and
(SEAL)	Notary Public
My Commission Number:	
My Commission Expires:	

The foregoing access easement is he Enid Municipal Authority], on this day	ereby accepted by the [City of Enid, Oklahoma or of, 20
	[THE CITY OF ENID, AN OKLAHOMA MUNICIPAL CORPORATION or ENID MUNICIPAL AUTHORITY A MUNICIPAL TRUST]
	[William Shewey, Mayor or Chairman]
(SEAL)	
ATTEST:	
Alissa Lack, [City Clerk or Secretary]	

### **EXHIBIT "A"**

### TRACT - O-009 PARCEL# 570040123

# TERRI A. HADLEY REVOCABLE TRUST AND SHAWN LESSERT REVOCABLE TRUST

### PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Fractional Section Fourteen (14), Township Twenty-five (25) North, Range Two (2) East of the Indian Meridian, Osage County, State of Oklahoma, being more particularly described as follows:

COMMENCING at the Northeast corner of said Northeast Quarter (NE1/4) of Northeast Quarter (NE1/4); thence S 00°20′51″ E along the East line of said Northeast Quarter (NE1/4) of Northeast Quarter (NE1/4) a distance of 438.47 feet to the Centerline of a Fifty-foot Perpetual Easement being the POINT OF BEGINNING of said Centerline; thence along said Centerline N 88°19′39″ W a distance of 1303.52 feet to the West line of said Northeast Quarter (NE1/4) of Northeast Quarter (NE1/4) and the end of said Centerline, containing 65,176 square feet or 1.50 acres, more or less. The side lines of the easement shall be lengthened or shortened to terminate at the East and West lines of said Northeast Quarter (NE1/4).

#### Also:

A One-hundred-foot Temporary Construction Easement containing 130,354 square feet, or 2.99 acres more or less being North of and adjacent to the above described Perpetual Easement and as shown on Exhibit "B".

Bearings and Distances are GRID - Oklahoma State Plane - North Zone.

### **SURVEYOR'S CERTIFICATE**

I, Robert L. Johnston Jr. of Garver, LLC, certify that the legal description herein closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical standards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

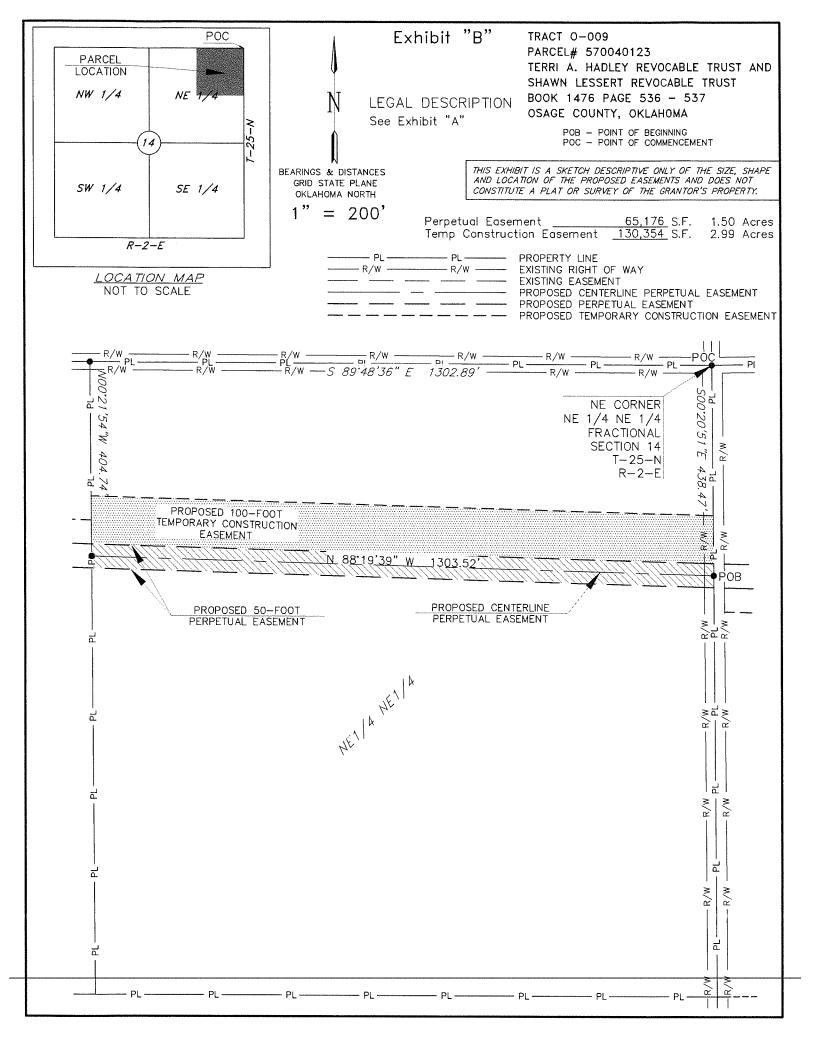
Witness my hand and seal this 5th day of December, 2018.

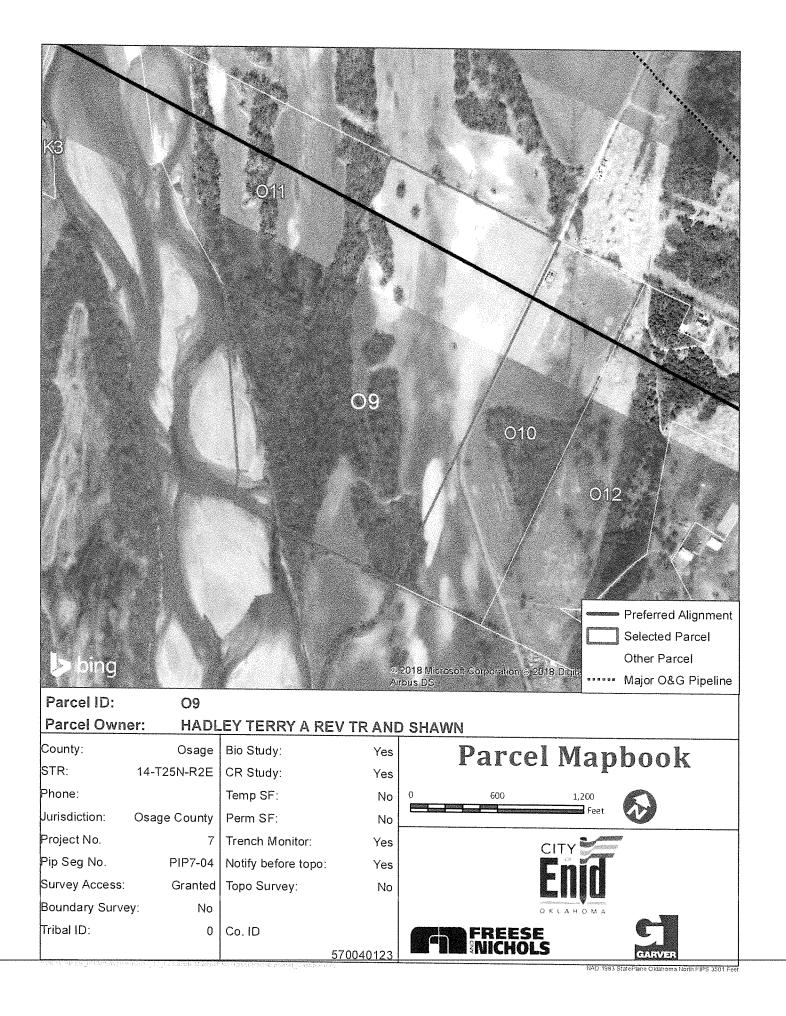
Robert L. Johnston Jr., PLS Oklahoma No. 1792

Cert. of Auth. 4193

Exp. Date June 30, 2020







Meeting Date: 04/02/2019

Submitted By: Jacqueline Cook, Engineering EA

### **SUBJECT:**

ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY CONSTRUCTION EASEMENT FROM TERI L. NESTER OF KAY COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R1, IN THE AMOUNT OF \$10,325.00, AND AUTHORIZE PAYMENT.

### **BACKGROUND:**

The Kaw Lake Water Supply Program requires the City to obtain easements from property owners whose property the Kaw Lake raw water pipeline crosses. This particular parcel of land is owned by Teri L. Nester, who has accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

A part of the Northeast Quarter (NE/4) of the Northeast Quarter (NE/4) of Section Fifteen (15), Township Twenty-five (25) North, Range Two (2) East of the Indian Meridian, Kay County, State of Oklahoma, further described in the attachment, Exhibit "A".

The City of Enid's offer of \$10,325.00 has been accepted by Teri L. Nester.

### **RECOMMENDATION:**

Accept Permanent Waterline Easement and Temporary Construction Easement.

### PRESENTER:

Robert Hitt, P.E., City Engineer

**Fiscal Impact** 

Budgeted Y/N: Y

**Amount:** \$10,325.00

**Funding Source:** 

Water Capital Improvement Fund, 44-445-9151

**Attachments** 

Easement

# UTILITY AND WATER LINE EASEMENT Parcel #K-075/8000-15-025-02E-1-001-00

### KNOW ALL MEN BY THESE PRESENTS:

That, <u>Teri L. Nester</u>, "Grantor," in consideration of the sum of [Ten dollars and 00/100 (\$10.00)] 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 or Enid Municipal Authority], Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a utility and water lines easement and right of way under, over, and across the following described real property and premises <u>as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Kay County, State of Oklahoma, to-wit:</u>

### See Attached Exhibits A & B

with right of ingress and egress to and from same, for the purpose of installing, constructing, operating, maintaining, repairing and replacing utilities, including water lines and water systems and all appurtenances to public utilities and water lines thereon and thereunder, as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as part of this easement.

Grantor agrees not to build or construct any building or buildings or permanent structures upon the 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 trees, shrubs, vegetation, and obstructions or parts of, which in the judgment of the Grantee may interfere with the construction, operation, maintenance repair or replacement of the applicable utilities including water lines and systems.

TO HAVE AND TO HOLD, such easement and right of way unto the [City of Enid, or Enid Municipal Authority] Garfield County, Oklahoma, and its successors and assigns, forever.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this day of February, 20 17. Signature Printed Name **ACKNOWLEDGEMENT** STATE OF OKLAHOMA ) ss: COUNTY OF KAL Before me, the undersigned, a Notary Public, in and for said County and State on this day of february, 20 17, personally appeared Teri L. Wester to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and seal the day and year last above written. (SEAL) My Commission Number: 16010572

My Commission Expires: 11-4-20

The foregoing access easement Enid Municipal Authority], on this	is hereby accepted by the [City of Enid, Oklahoma of, 20
	[THE CITY OF ENID, AN OKLAHOMA MUNICIPAL CORPORATION or ENID MUNICIPAL AUTHORITY A MUNICIPAL TRUST]
	[William Shewey, Mayor or Chairman]
(SEAL)	
ATTEST:	
Alissa Lack, [City Clerk or Secretary]	

## TEMPORARY CONSTRUCTION EASEMENT Parcel #K-075/8000-15-025-02E-1-001-00

### KNOW ALL MEN BY THESE PRESENTS:

That, <u>Teri L. Nester</u>, "Grantor," in consideration of the sum of Ten dollars and 00/100 (\$10.00) 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 or Enid Municipal Authority], Garfield County, Oklahoma, [an Oklahoma Municipal Corporation or a Municipal Trust], "Grantee," for the use and benefit of the Grantee, a temporary easement and right of way under, over, and across the following described real property and premises <u>as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement</u>, situated in Kay County, State of Oklahoma, to-wit:

## See Attached Exhibits A & B

with right of ingress and egress to and from same with necessary labor, equipment, vehicles and material at any and all times, for the purpose of providing additional work space for the construction of improvements associated with the City of Enid / Kaw Lake Water Supply project to be undertaken by Grantee.

Grantor hereby warrants and covenants that Grantor is the lawful owner of the land upon which this temporary easement is granted, has good and marketable title to such real estate, and has the lawful right to convey the temporary easement herein. Grantor also warrants and covenants that the easement is free and clear from encumbrances of record which would interfere with the intended use by Grantee.

It is a condition of this easement that it shall not be filed for record, and all rights granted herein shall terminate upon completion of City of Enid / Kaw Lake Water Supply project. Grantor agrees that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 22 day of Fabruary, 2019. OWNER(S): Signature Printed Name **ACKNOWLEDGEMENT** STATE OF OKLAHOMA ) ss: COUNTY OF KAY Before me, the undersigned, a Notary Public, in and for said County and State on this day of February, 20 19, personally appeared, Te: L. Nester to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and seal the day and year last above written. Anthony K. Hollje Notary Public Oklahoma County State of Oklahoma Commission No. 16010572

My Commission Number: 16010572

My Commission Expires: 11-4-20

The foregoing access easement is he Enid Municipal Authority], on this day	ereby accepted by the [City of Enid, Oklahoma or y of, 20
	[THE CITY OF ENID, AN OKLAHOMA MUNICIPAL CORPORATION or ENID MUNICIPAL AUTHORITY A MUNICIPAL TRUST]
	[William Shewey, Mayor or Chairman]
(SEAL)	
ATTEST:	
Alissa Lack, [City Clerk or Secretary]	-

### **EXHIBIT "A"**

### TRACT - K-075 PARCEL# 8000-15-025-02E-1-001-00

### **TERI L. NESTER**

### PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section Fifteen (15), Township Twenty-five (25) North, Range Two (2) East of the Indian Meridian, Kay County, State of Oklahoma, being more particularly described as follows:

Commencing at the Northeast corner of said Northeast Quarter (NE1/4) of Northeast Quarter (NE1/4); thence S 00°24'57" E along the East line of said Northeast Quarter (NE1/4) of Northeast Quarter (NE1/4) a distance of 279.73 feet to the POINT OF BEGINNING; thence continuing along said East line S 00°24'57" E a distance of 50.00 feet to the South line of a Property described in Book 1612 Page 738; thence leaving said East line S 89°38'20" W along said South Property line a distance of 1009.45 feet; thence leaving said South Property line N 45°21'58" W a distance of 314.95 feet; thence S 89°38'13" W a distance of 83.78 feet to the West line of said Northeast Quarter (NE1/4) of Northeast Quarter (NE1/4); thence N 00°23'35" W along said West line a distance of 74.00 feet to the South Right-of-Way line for E. Fountain Road; thence N 89°38'13" E along said South Right-of-Way line a distance of 80.52 feet; thence leaving said South Right-of-Way line S 45°21'58" E a distance of 348.90 feet; thence N 89°38'20" E a distance of 988.70 feet to the POINT OF BEGINNING, containing 72,629 square feet or 1.67 acres, more or less.

### Also:

A Temporary Construction Easement containing 196,760 square feet, or 4.52 acres more or less being adjacent to, North of, East of, South of, and West of the above described Perpetual Easement and as shown on Exhibit "B".

Bearings and Distances are GRID - Oklahoma State Plane - North Zone.

### SURVEYOR'S CERTIFICATE

I, Robert L. Johnston Jr. of Garver, LLC, certify that the legal description herein closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical standards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

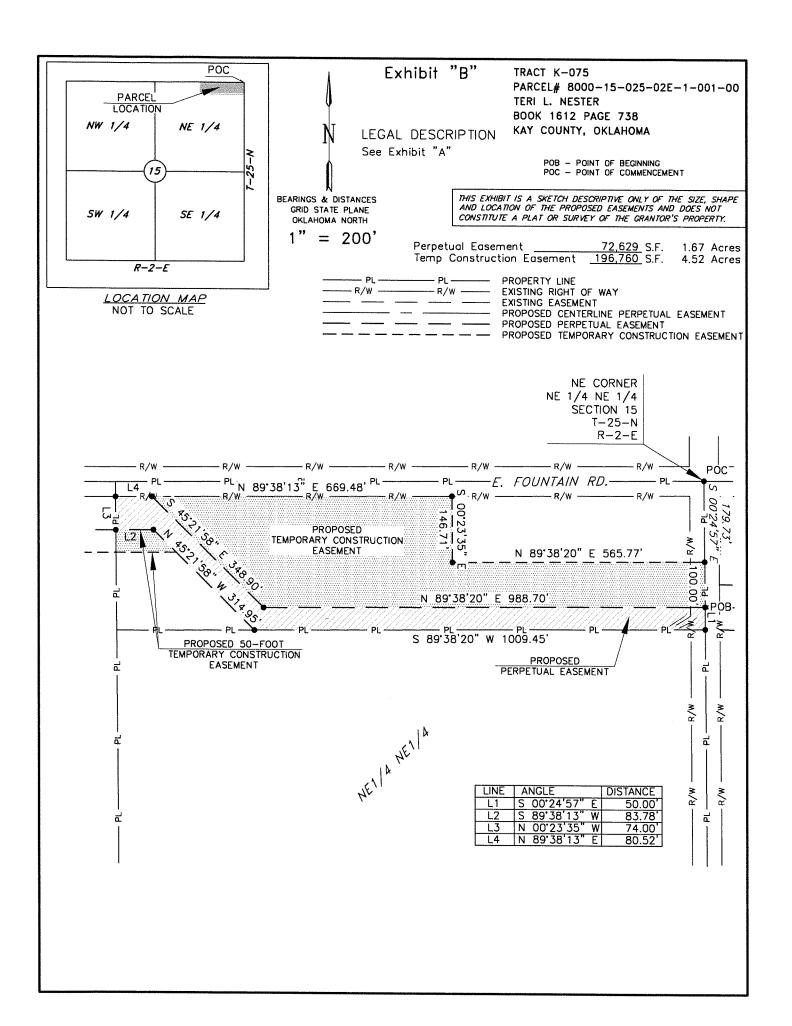
Witness my hand and seal this 7th day of December, 2018

Robert L. Johnston Jr., PLS

Oklahoma No. 1292 Cert. of Auth. 4193

Exp. Date June 30, 2020





Meeting Date: 04/02/2019

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

### **SUBJECT:**

ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY CONSTRUCTION EASEMENT FROM SHELTON AND CARRIE L. HORTON OF KAY COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R1, IN THE AMOUNT OF \$2,975.00, AND AUTHORIZE PAYMENT.

### **BACKGROUND:**

The Kaw Lake Water Supply Program requires the City to obtain easements from property owners whose property the Kaw Lake raw water pipeline crosses. This particular parcel of land is owned by Shelton and Carrie L. Horton, who have accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

A part of the Southwest Quarter (SW/4) of the Northwest Quarter (NW/4) of Section Sixteen (16), Township Twenty-five (25) North, Range Two (2) East of the Indian Meridian, Kay County, State of Oklahoma, further described in the attachment, Exhibit "A".

The City of Enid's offer of \$2,975.00 has been accepted by Shelton and Carrie L. Horton.

### **RECOMMENDATION:**

Accept Permanent Waterline Easement and Temporary Construction Easement.

### PRESENTER:

Robert Hitt, P.E., City Engineer

**Fiscal Impact** 

Budgeted Y/N: Y

**Amount:** \$2,975.00

**Funding Source:** 

Water Capital Improvement Fund, 44-445-9151

**Attachments** 

Easement

# UTILITY AND WATER LINE EASEMENT Parcel # <u>K-005 / 8000-16-025-02E-2-003-00</u>

KNOW ALL MEN BY THESE PRESENTS:

That, Shelton and Carrie L. Horton, husband and wife as joint tenants, "Grantor," in consideration of the sum of [Ten dollars and 00/100 (\$10.00)] 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 or Enid Municipal Authority], Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a utility and water lines easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Kay County, State of Oklahoma, to-wit:

## See Attached Exhibits A & B

with right of ingress and egress to and from same, for the purpose of installing, constructing, operating, maintaining, repairing and replacing utilities, including water lines and water systems and all appurtenances to public utilities and water lines thereon and thereunder, as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as part of this easement.

Grantor agrees not to build or construct any building or buildings or permanent structures upon the 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 trees, shrubs, vegetation, and obstructions or parts of, which in the judgment of the Grantee may interfere with the construction, operation, maintenance repair or replacement of the applicable utilities including water lines and systems.

TO HAVE AND TO HOLD, such easement and right of way unto the [City of Enid, or Enid Municipal Authority] Garfield County, Oklahoma, and its successors and assigns, forever.

IN WITNESS WHEREOF the parties I this 5 day of March, 20 19.	nereto have caused this instrument to be executed
	Shelton Horton  SHETON HORTON  Printed Name  Carrie L. Horton  Carrie L. Horton
	Printed Name
ACKNOWLEDGEMENT  STATE OF OVER A HOMA	
STATE OF OKLAHOMA ) ss: COUNTY OF CO	
Before me, the undersigned, a Notary Public, in and for said County and State on this day of Merch, 20 19, personally appeared Shelton & Carrie Horton to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.  Given under my hand and seal the day and year last above written.	
Anthony K. Hollje Notary Public Oklahoma County State of Oklahoma Commission No. 16010572 Expires November 04, 2020	Ollog H. Rolls Notary Public
(SEAL)	
My Commission Number: 160 105 72	
My Commission Expires: 11-4-20	

The foregoing access easement is he Enid Municipal Authority], on this day	reby accepted by the [City of Enid, Oklahoma or of, 20
	[THE CITY OF ENID, AN OKLAHOMA MUNICIPAL CORPORATION or ENID MUNICIPAL AUTHORITY A MUNICIPAL TRUST]
	[William Shewey, Mayor or Chairman]
(SEAL)	
ATTEST:	
Alissa Lack, [City Clerk or Secretary]	

PLEASE RETURN TO: Garver Engineering 1016 24th Ave NW Norman, OK 73069

# TEMPORARY CONSTRUCTION EASEMENT Parcel # K-005 / 8000-16-025-02E-2-003-00

# KNOW ALL MEN BY THESE PRESENTS:

That Shelton and Carrie L. Horton, husband and wife as joint tenants, "Grantor," in consideration of the sum of Ten dollars and 00/100 (\$10.00) 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 or Enid Municipal Authority], Garfield County, Oklahoma, [an Oklahoma Municipal Corporation or a Municipal Trust], "Grantee," for the use and benefit of the Grantee, a temporary easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Kay County, State of Oklahoma, to-wit:

# See Attached Exhibits A & B

with right of ingress and egress to and from same with necessary labor, equipment, vehicles and material at any and all times, for the purpose of providing additional work space for the construction of improvements associated with the City of Enid / Kaw Lake Water Supply project to be undertaken by Grantee.

Grantor hereby warrants and covenants that Grantor is the lawful owner of the land upon which this temporary easement is granted, has good and marketable title to such real estate, and has the lawful right to convey the temporary easement herein. Grantor also warrants and covenants that the easement is free and clear from encumbrances of record which would interfere with the intended use by Grantee.

It is a condition of this easement that it shall not be filed for record, and all rights granted herein shall terminate upon completion of City of Enid / Kaw Lake Water Supply project. Grantor agrees that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 5 day of March , 20 19. OWNER(S): Printed Name **ACKNOWLEDGEMENT** STATE OF OKLAHOMA ) ss: COUNTY OF Kay Before me, the undersigned, a Notary Public, in and for said County and State on this 5 day of Murch, 20 19, personally appeared, 5helton & Carrie Horrow to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and seal the day and year last above written. ANTHONY K. HOLLJE NOTARY PUBLIC STATE OF OKLAHOMA COMMISSION NO. 16010572 (SEA

My Commission Number: 16010572My Commission Expires: 11-4-20

The foregoing access easement is her Enid Municipal Authority], on this day	reby accepted by the [City of Enid, Oklahoma or of, 20
	[THE CITY OF ENID, AN OKLAHOMA MUNICIPAL CORPORATION or ENID MUNICIPAL AUTHORITY A MUNICIPAL TRUST]
	[William Shewey, Mayor or Chairman]
(SEAL)	
ATTEST:	
Alissa Lack, [City Clerk or Secretary]	

## **EXHIBIT "A"**

#### TRACT - K-005 PARCEL# 8000-16-025-02E-2-003-00

### SHELTON HORTON AND CARRIE L. HORTON

### PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section Sixteen (16), Township Twenty-five (25) North, Range Two (2) East of the Indian Meridian, Kay County, State of Oklahoma, being more particularly described as follows:

Commencing at the Southwest corner of said Southwest Quarter (SW1/4) of Northwest Quarter (NW1/4); thence N 00°15'21" W along the West line of said Southwest Quarter (SW1/4) of Northwest Quarter (NW1/4) a distance of 350.01 feet to the North line of a Property described in Book 1460 at page 680; thence N 89°46'58" E along said North line a distance of 448.25 feet to the Centerline of a Fifty-foot Perpetual Easement being the **POINT OF BEGINNING** of said Centerline; thence leaving said North line S 38°52'46" W along said Centerline a distance of 406.88 feet to the North Right-of-Way line of W, Riverview Road and the end of said Centerline, containing 20,344 square feet or 0.47 acres, more or less. The side lines of the easement shall be lengthened or shortened to terminate at said North Property line and at said North Right-of-Way line of W. Riverview Road.

#### Also:

A Variable-width Temporary Construction Easement containing 50,388 square feet, or 1.16 acres more or less being adjacent to, and East of the above described Perpetual Easement and as shown on Exhibit "B".

Bearings and Distances are GRID - Oklahoma State Plane - North Zone.

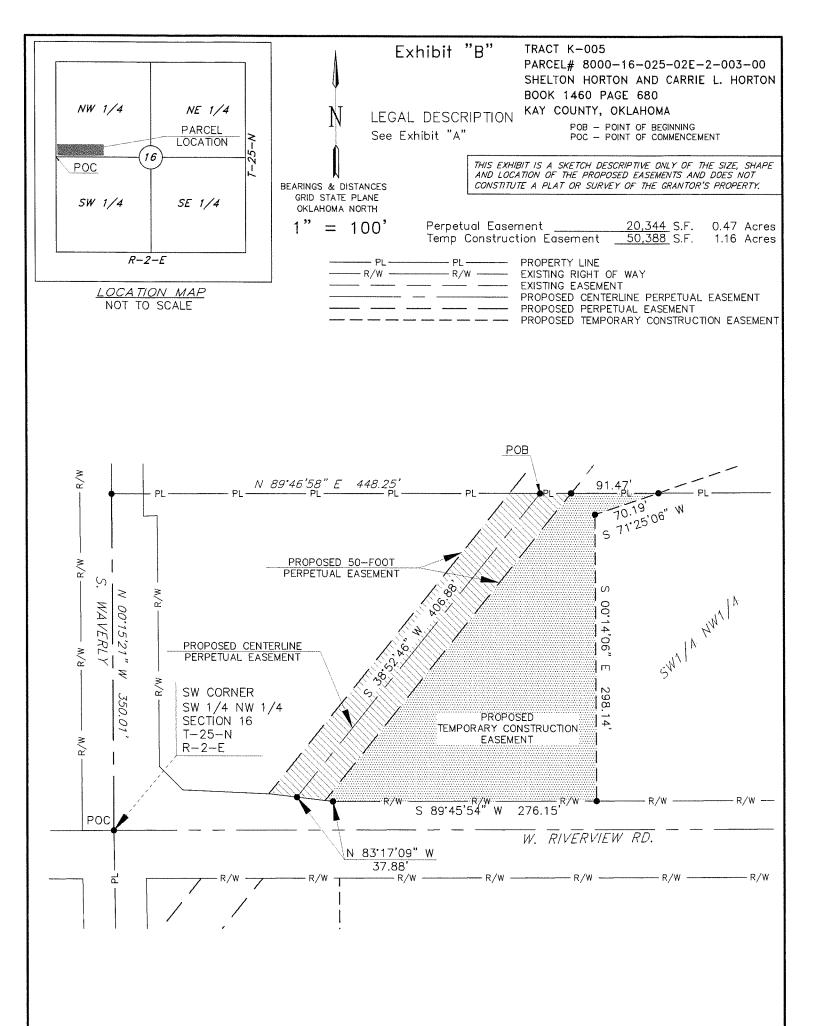
#### SURVEYOR'S CERTIFICATE

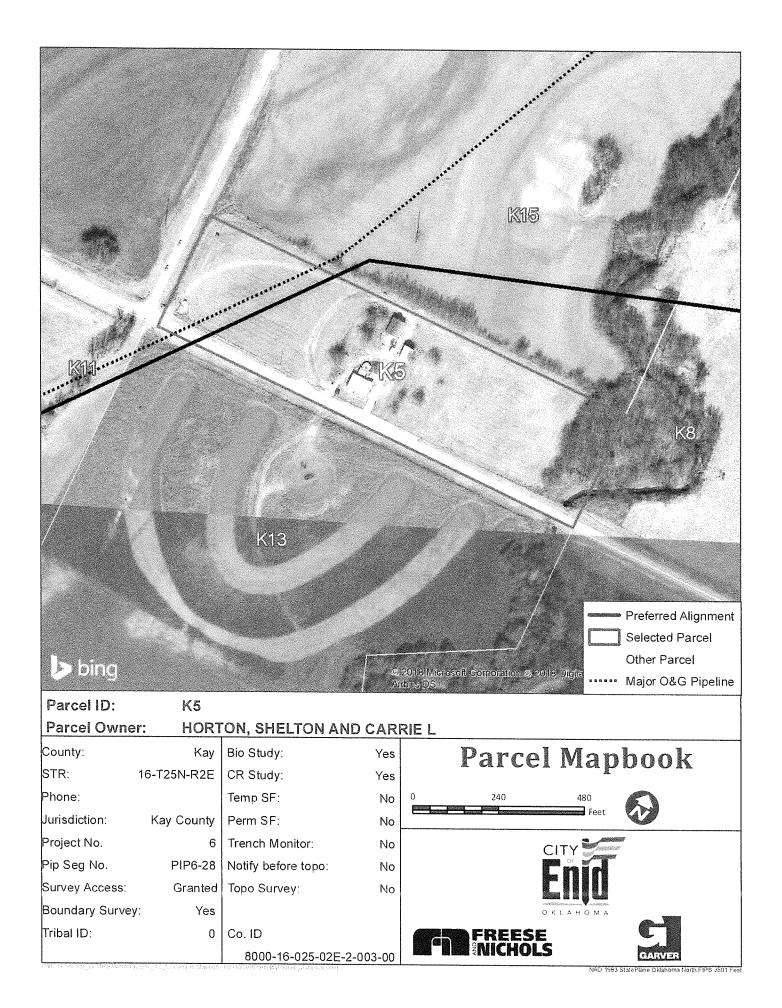
I, Robert L. Johnston Jr. of Garver, LLC, certify that the legal description herein closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical standards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

Witness my hand and seal this 10th day of December, 2018

Robert L. Johnston Jr., PLS

Oklahoma No. 1792 Cert. of Auth. 4193 Exp. Date June 30, 2020





Meeting Date: 04/02/2019

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

## **SUBJECT:**

ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY CONSTRUCTION EASEMENT FROM BRIAN N. GATES OF KAY COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R1, IN THE AMOUNT OF \$10,375.00, AND AUTHORIZE PAYMENT.

# **BACKGROUND:**

The Kaw Lake Water Supply Program requires the City to obtain easements from property owners whose property the Kaw Lake raw water pipeline crosses. This particular parcel of land is owned by Brian N. Gates, who has accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

A part of the Northeast Quarter (NE/4) of the Northeast Quarter (NE/4) of Section Sixteen (16), Township Twenty-five (25) North, Range Two (2) East of the Indian Meridian, Kay County, State of Oklahoma, further described in the attachment, Exhibit "A".

The City of Enid's offer of \$10,375.00 has been accepted by Brian N. Gates.

# **RECOMMENDATION:**

Accept Permanent Waterline Easement and Temporary Construction Easement.

### PRESENTER:

Robert Hitt, P.E., City Engineer

**Fiscal Impact** 

Budgeted Y/N: Y

**Amount:** \$10,375.00

**Funding Source:** 

Water Capital Improvement Fund, 44-445-9151

**Attachments** 

Easement

# UTILITY AND WATER LINE EASEMENT Parcel # <u>K-006 / 8000-16-025-02E-1-001-00</u>

# KNOW ALL MEN BY THESE PRESENTS:

That, <u>Brian N. Gates, a single person</u>, "Grantor," in consideration of the sum of [Ten dollars and 00/100 (\$10.00)] 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 or Enid Municipal Authority], Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a utility and water lines easement and right of way under, over, and across the following described real property and premises <u>as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement</u>, situated in <u>Kay County</u>, State of Oklahoma, to-wit:

# See Attached Exhibits A & B

with right of ingress and egress to and from same, for the purpose of installing, constructing, operating, maintaining, repairing and replacing utilities, including water lines and water systems and all appurtenances to public utilities and water lines thereon and thereunder, as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as part of this easement.

Grantor agrees not to build or construct any building or buildings or permanent structures upon the 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 trees, shrubs, vegetation, and obstructions or parts of, which in the judgment of the Grantee may interfere with the construction, operation, maintenance repair or replacement of the applicable utilities including water lines and systems.

TO HAVE AND TO HOLD, such easement and right of way unto the [City of Enid, or Enid Municipal Authority] Garfield County, Oklahoma, and its successors and assigns, forever.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 6 to day of march, 20 9. OWNER(S): Signature Printed Name **ACKNOWLEDGEMENT** STATE OF OKLAHOMA ) ss: COUNTY OF Koy Before me, the undersigned, a Notary Public, in and for said County and State on this day of <u>March</u>, 2019, personally appeared, <u>Brian</u> N. Gates to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and seal the day and year last above written. (SEAI My Commission Number: 160 105 72 My Commission Expires: 11-4-20

The foregoing access easement is he Enid Municipal Authority], on this day	ereby accepted by the [City of Enid, Oklahoma o y of, 20
	[THE CITY OF ENID, AN OKLAHOMA MUNICIPAL CORPORATION or ENII MUNICIPAL AUTHORITY A MUNICIPAL TRUST]
	[William Shewey, Mayor or Chairman]
(SEAL)	
ATTEST:	
Alissa Lack, [City Clerk or Secretary]	

PLEASE RETURN TO: Garver Engineering 1016 24th Ave NW Norman, OK 73069

# TEMPORARY CONSTRUCTION EASEMENT Parcel # K-006/ 8000-16-025-02E-1-001-00

## KNOW ALL MEN BY THESE PRESENTS:

That <u>Brian N. Gates, a single person</u>, "Grantor," in consideration of the sum of Ten dollars and 00/100 (\$10.00) 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 or Enid Municipal Authority], Garfield County, Oklahoma, [an Oklahoma Municipal Corporation or a Municipal Trust], "Grantee," for the use and benefit of the Grantee, a temporary easement and right of way under, over, and across the following described real property and premises <u>as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement</u>, situated in <u>Kay County</u>, State of Oklahoma, to-wit:

# See Attached Exhibits A & B

with right of ingress and egress to and from same with necessary labor, equipment, vehicles and material at any and all times, for the purpose of providing additional work space for the construction of improvements associated with the City of Enid / Kaw Lake Water Supply project to be undertaken by Grantee.

Grantor hereby warrants and covenants that Grantor is the lawful owner of the land upon which this temporary easement is granted, has good and marketable title to such real estate, and has the lawful right to convey the temporary easement herein. Grantor also warrants and covenants that the easement is free and clear from encumbrances of record which would interfere with the intended use by Grantee.

It is a condition of this easement that it shall not be filed for record, and all rights granted herein shall terminate upon completion of City of Enid / Kaw Lake Water Supply project. Grantor agrees that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 6 to day of morch, 20 19. Signature Printed Name **ACKNOWLEDGEMENT** STATE OF OKLAHOMA ) ss: COUNTY OF Kay Before me, the undersigned, a Notary Public, in and for said County and State on this 6 th day of March, 20 19, personally appeared Brian N. Gates to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and seal the day and year last above written. ANTHONY K. HOLLJE NOTARY PUBLIC OKLAHOMA COUNTY STATE OF OKLAHOMA COMMISSION NO. 16010572 EXPIRES NOVEMBER 04, 2020 (SEAL)

My Commission Number: 16010572

My Commission Expires: 11-4-20

The foregoing access easement is he Enid Municipal Authority], on this day	reby accepted by the [City of Enid, Oklahoma or of, 20
	[THE CITY OF ENID, AN OKLAHOMA MUNICIPAL CORPORATION or ENID MUNICIPAL AUTHORITY A MUNICIPAL TRUST]
	[William Shewey, Mayor or Chairman]
(SEAL)	
ATTEST:	
Alissa Lack, [City Clerk or Secretary]	

# **EXHIBIT "A"**

# TRACT - K-006 PARCEL# 8000-16-025-02E-1-001-00

### **BRIAN N. GATES**

### PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section Sixteen (16), Township Twenty-five (25) North, Range Two (2) East of the Indian Meridian, Kay County, State of Oklahoma, being more particularly described as follows:

Commencing at the Northeast corner of said Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4); thence S 00°20'17" E along the East line of said Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) a distance of 222.04 feet to the Centerline of a Fifty-foot Perpetual Easement being the POINT OF BEGINNING of said Centerline; thence S 66°54'26" W along said Centerline a distance of 1425.63 feet to the West line of said Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) and the end of said Centerline, containing 71,282 square feet or 1.64 acres, more or less. The side lines of the easement shall be lengthened or shortened to terminate at the East and West lines of said Northeast Quarter (NE1/4).

The intent of this Easement is to be Fifty-foot in width with the Northern line being parallel and contiguous with the Southern line of an existing One-hundred-foot Transmission Easement not recorded.

Also:

A Temporary Construction Easement of Fifty-foot in width containing 71,280 square feet, or 1.64 acres more or less being adjacent to, and South of the above described Perpetual Easement and as shown on Exhibit "B".

Bearings and Distances are GRID - Oklahoma State Plane - North Zone.

# SURVEYOR'S CERTIFICATE

I, Robert L. Johnston Jr. of Garver, LLC, certify that the legal description herein closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical standards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma,

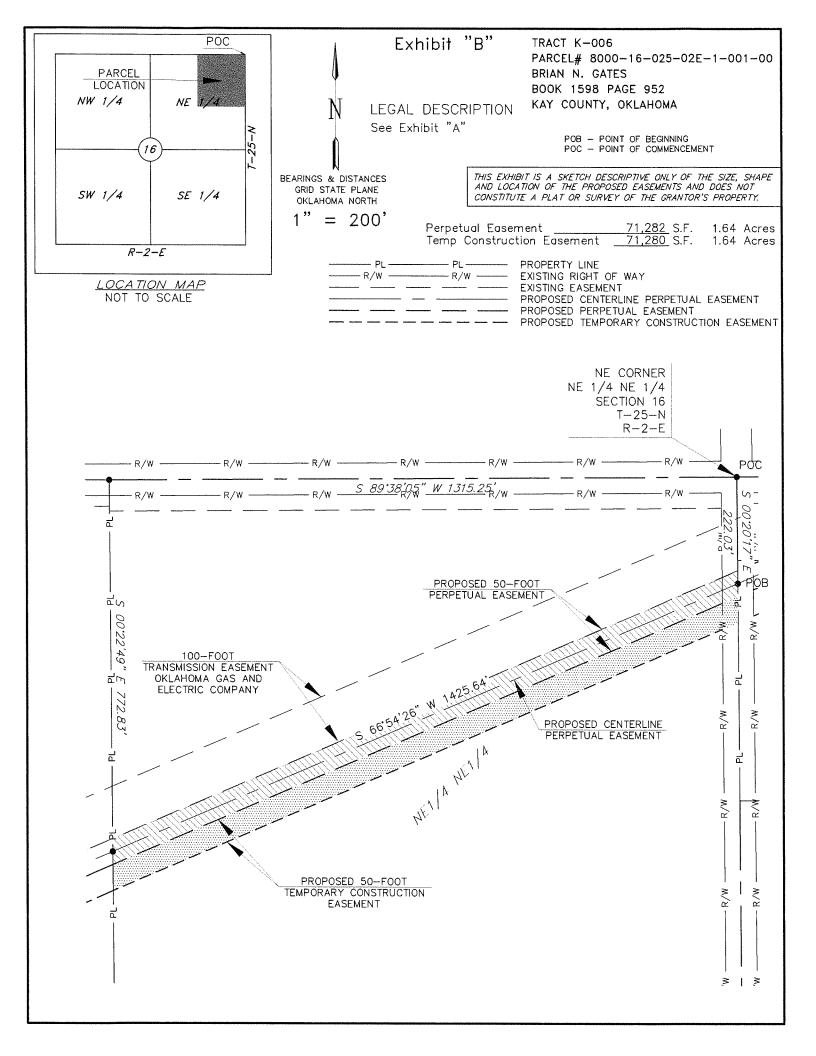
Witness my hand and seal this 10th day of December, 2018

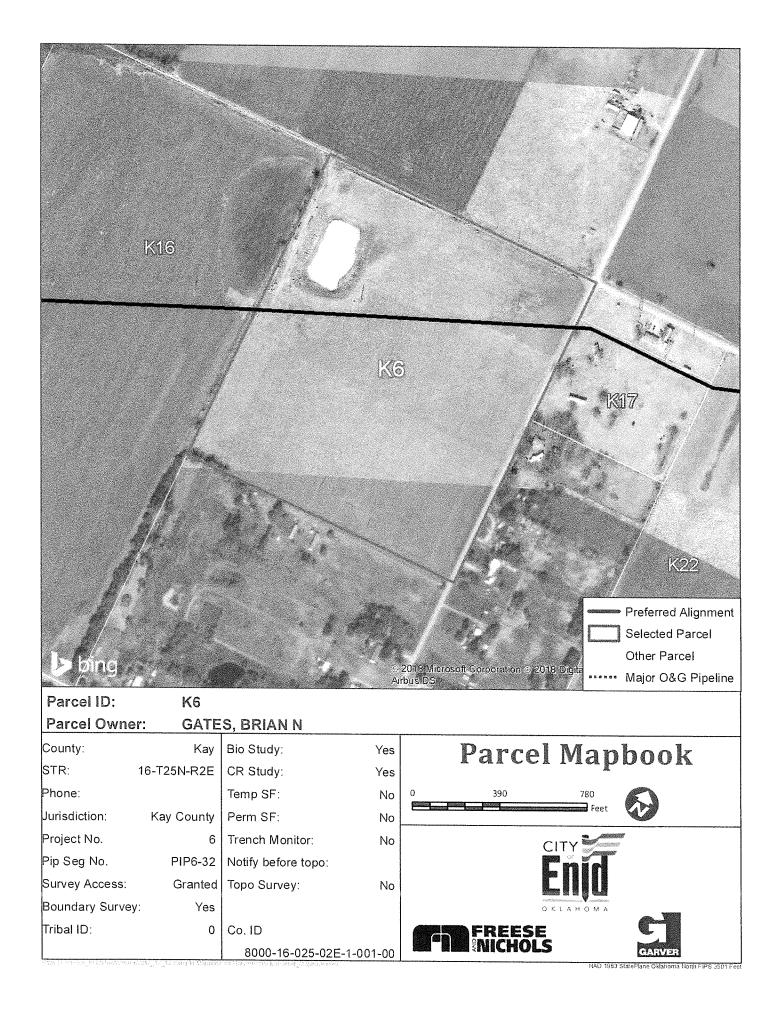
Robert L. Johnston Jr., PLS

Oklahoma No. 1792

Cert. of Auth. 4193

Exp. Date June 30, 2020





Meeting Date: 04/02/2019

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

## **SUBJECT:**

ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY CONSTRUCTION EASEMENT FROM GARY A. KEELER OF KAY COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R1, IN THE AMOUNT OF \$4,825.00, AND AUTHORIZE PAYMENT.

# **BACKGROUND:**

The Kaw Lake Water Supply Program requires the City to obtain easements from property owners whose property the Kaw Lake raw water pipeline crosses. This particular parcel of land is owned by Gary A. Keeler, who has accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

A part of the Northwest Quarter (NW/4) of Section Fifteen (15), Township Twenty-five (25) North, Range Two (2) East of the Indian Meridian, Kay County, State of Oklahoma, further described in the attachment, Exhibit "A".

The City of Enid's offer of \$4,825.00 has been accepted by Gary A. Keeler.

# **RECOMMENDATION:**

Accept Permanent Waterline Easement and Temporary Construction Easement.

#### PRESENTER:

Robert Hitt, P.E., City Engineer

**Fiscal Impact** 

Budgeted Y/N: Y

**Amount:** \$4,825.00

**Funding Source:** 

Water Capital Improvement Fund, 44-445-9151

**Attachments** 

Easement

# UTILITY AND WATER LINE EASEMENT Parcel # <u>K-017 /8000-15-025-02E-2-014-00</u>

# KNOW ALL MEN BY THESE PRESENTS:

That, <u>Gary A. Keeler, surviving joint tenant</u>, "Grantor," in consideration of the sum of [Ten dollars and 00/100 (\$10.00)] 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 or Enid Municipal Authority], Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a utility and water lines easement and right of way under, over, and across the following described real property and premises <u>as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement</u>, situated in <u>Kay County</u>, State of Oklahoma, to-wit:

# See Attached Exhibits A & B

with right of ingress and egress to and from same, for the purpose of installing, constructing, operating, maintaining, repairing and replacing utilities, including water lines and water systems and all appurtenances to public utilities and water lines thereon and thereunder, as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as part of this easement.

Grantor agrees not to build or construct any building or buildings or permanent structures upon the 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 trees, shrubs, vegetation, and obstructions or parts of, which in the judgment of the Grantee may interfere with the construction, operation, maintenance repair or replacement of the applicable utilities including water lines and systems.

TO HAVE AND TO HOLD, such easement and right of way unto the [City of Enid, or Enid Municipal Authority] Garfield County, Oklahoma, and its successors and assigns, forever.

OWNER(S): Gary A Keeler Gary A Keeler Signature Printed Name **ACKNOWLEDGEMENT** STATE OF OKLAHOMA COUNTY OF KAY ) ss: Before me, the undersigned, a Notary Public, in and for said County and State on this day of MARCH, 20/9, personally appeared, GARY KELLER to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and seal the day and year last above written. (SEAL) My Commission Number: 13000514 My Commission Expires: 1/16/21

The foregoing access easement is her Enid Municipal Authority], on this day	eby accepted by the [City of Enid, Oklahoma or of, 20
	[THE CITY OF ENID, AN OKLAHOMA MUNICIPAL CORPORATION or ENID MUNICIPAL AUTHORITY A MUNICIPAL TRUST]
	[William Shewey, Mayor or Chairman]
(SEAL)	
ATTEST:	
Alissa Lack, [City Clerk or Secretary]	

PLEASE RETURN TO: Garver Engineering 1016 24th Ave NW Norman, OK 73069

# TEMPORARY CONSTRUCTION EASEMENT Parcel # K-017/8000-15-025-02E-2-014-00

# KNOW ALL MEN BY THESE PRESENTS:

That <u>Gary A. Keeler, surviving joint tenant</u>, "Grantor," in consideration of the sum of Ten dollars and 00/100 (\$10.00) 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 or Enid Municipal Authority], Garfield County, Oklahoma, [an Oklahoma Municipal Corporation or a Municipal Trust], "Grantee," for the use and benefit of the Grantee, a temporary easement and right of way under, over, and across the following described real property and premises <u>as specified in Exhibit A</u> (<u>Easement Legal Description</u>) and Exhibit B (<u>Easement Location Map</u>) attached hereto and as a part of this easement, situated in <u>Kay</u> County, State of Oklahoma, to-wit:

# See Attached Exhibits A & B

with right of ingress and egress to and from same with necessary labor, equipment, vehicles and material at any and all times, for the purpose of providing additional work space for the construction of improvements associated with the City of Enid / Kaw Lake Water Supply project to be undertaken by Grantee.

Grantor hereby warrants and covenants that Grantor is the lawful owner of the land upon which this temporary easement is granted, has good and marketable title to such real estate, and has the lawful right to convey the temporary easement herein. Grantor also warrants and covenants that the easement is free and clear from encumbrances of record which would interfere with the intended use by Grantee.

It is a condition of this easement that it shall not be filed for record, and all rights granted herein shall terminate upon completion of City of Enid / Kaw Lake Water Supply project. Grantor agrees that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this  $\frac{7}{100}$  day of  $\frac{100}{100}$ ,  $\frac{100}{100}$ .

'	
	OWNER(S):
	Jary A Keoler  Gary A Keoler
	Gary A. Roeler
	Printed Name
	Timed rame
	Signature
	Printed Name
ACKNOWLEDGEMENT	
STATE OF OKLAHOMA )	
COUNTY OF A A A A A A A A A A A A A A A A A A	
Before me, the undersigned, a Notary day of MARCH, 20/9, person	Public, in and for said County and State on this nally appeared GARY KEOUR
to me known to be the identical person(s) who	executed the within and foregoing instrument and
acknowledged to me that it was executed as a purposes therein set forth.	free and voluntary act and deed for the uses and
Given under my hand and seal the day a	and year last above written.
11.01.02.57.15.11 11.11.11.00 AQUILL	
# # 13000514 # # # # # # # # # # # # # # # # # # #	STW 6 2014
THE STATE OF THE S	Notary Public
(SEAL)	
My Commission Number: 13000514	
My Commission Expires:	

The foregoing access easement is here Enid Municipal Authority], on this day of	eby accepted by the [City of Enid, Oklahoma or of, 20
	[THE CITY OF ENID, AN OKLAHOMA MUNICIPAL CORPORATION or ENID MUNICIPAL AUTHORITY A MUNICIPAL TRUST]
	[William Shewey, Mayor or Chairman]
(SEAL)	
ATTEST:	
Alissa Lack, [City Clerk or Secretary]	

### **EXHIBIT "A"**

# TRACT - K-017 PARCEL# 8000-15-025-02E-2-014-00

#### **GARY A. KEELER**

## PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of the Northwest Quarter (NW1/4) of Section Fifteen (15), Township Twenty-five (25) North, Range Two (2) East of the Indian Meridian, Kay County, State of Oklahoma, being more particularly described as follows:

Commencing at the Northwest corner of said Northwest Quarter (NW1/4); thence S 00°20'17" E along the West line of said Northwest Quarter (NW1/4) a distance of 222.04 feet to the Centerline of a Fifty-foot Perpetual Easement being the POINT OF BEGINNING of said Centerline; thence leaving said West line N 66°54'26" E along said Centerline a distance of 59.64 feet; thence N 89°38'02" E a distance of 602.94 feet to the East line of a Property described in Book 1638 Page 858 and the end of said Centerline, containing 33,129 square feet or 0.76 acres, more or less. The side lines of the easement shall be lengthened or shortened to terminate at the West line of said Northwest Quarter (NW1/4) and at the East line of said Property.

The intent of this Easement is to be Fifty-foot in width with a portion of the Northern line being parallel and contiguous with the Southern line of an existing One-hundred-foot Transmission Easement not recorded.

#### Also:

A Temporary Construction Easement of Fifty-foot in width containing 33,172 square feet, or 0.76 acres more or less being adjacent to, and South of the above described Perpetual Easement and as shown on Exhibit "B".

Bearings and Distances are GRID - Oklahoma State Plane - North Zone.

# SURVEYOR'S CERTIFICATE

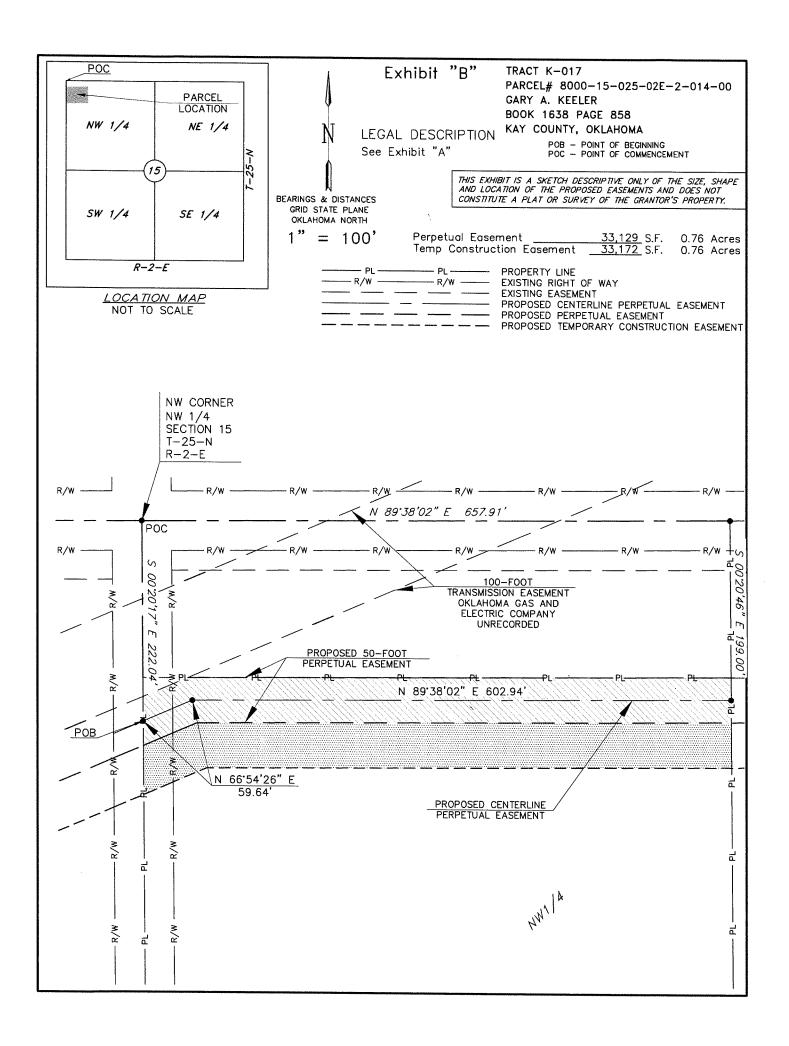
I, Robert L. Johnston Jr. of Garver, LLC, certify that the legal description herein closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical standards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

Witness my hand and seal this 13th day of December, 2018.



Robert L. Johnston Jr., PLS Oklahoma No. 1792 Cert. of Auth. 4193 Exp. Date June 30, 2020

Page 1 of 1



#### **EXHIBIT "A"**

# TRACT - K-017 PARCEL# 8000-15-025-02E-2-014-00

#### **GARY A. KEELER**

## PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of the Northwest Quarter (NW1/4) of Section Fifteen (15), Township Twenty-five (25) North, Range Two (2) East of the Indian Meridian, Kay County, State of Oklahoma, being more particularly described as follows:

Commencing at the Northwest corner of said Northwest Quarter (NW1/4); thence S 00°20'17" E along the West line of said Northwest Quarter (NW1/4) a distance of 222.04 feet to the Centerline of a Fifty-foot Perpetual Easement being the **POINT OF BEGINNING** of said Centerline; thence leaving said West line N 66°54'26" E along said Centerline a distance of 59.64 feet; thence N 89°38'02" E a distance of 602.94 feet to the East line of a Property described in Book 1638 Page 858 and the end of said Centerline, containing 33,129 square feet or 0.76 acres, more or less. The side lines of the easement shall be lengthened or shortened to terminate at the West line of said Northwest Quarter (NW1/4) and at the East line of said Property.

The intent of this Easement is to be Fifty-foot in width with a portion of the Northern line being parallel and contiguous with the Southern line of an existing One-hundred-foot Transmission Easement not recorded.

# Also:

A Temporary Construction Easement of Fifty-foot in width containing 33,172 square feet, or 0.76 acres more or less being adjacent to, and South of the above described Perpetual Easement and as shown on Exhibit "B".

Bearings and Distances are GRID - Oklahoma State Plane - North Zone.

### **SURVEYOR'S CERTIFICATE**

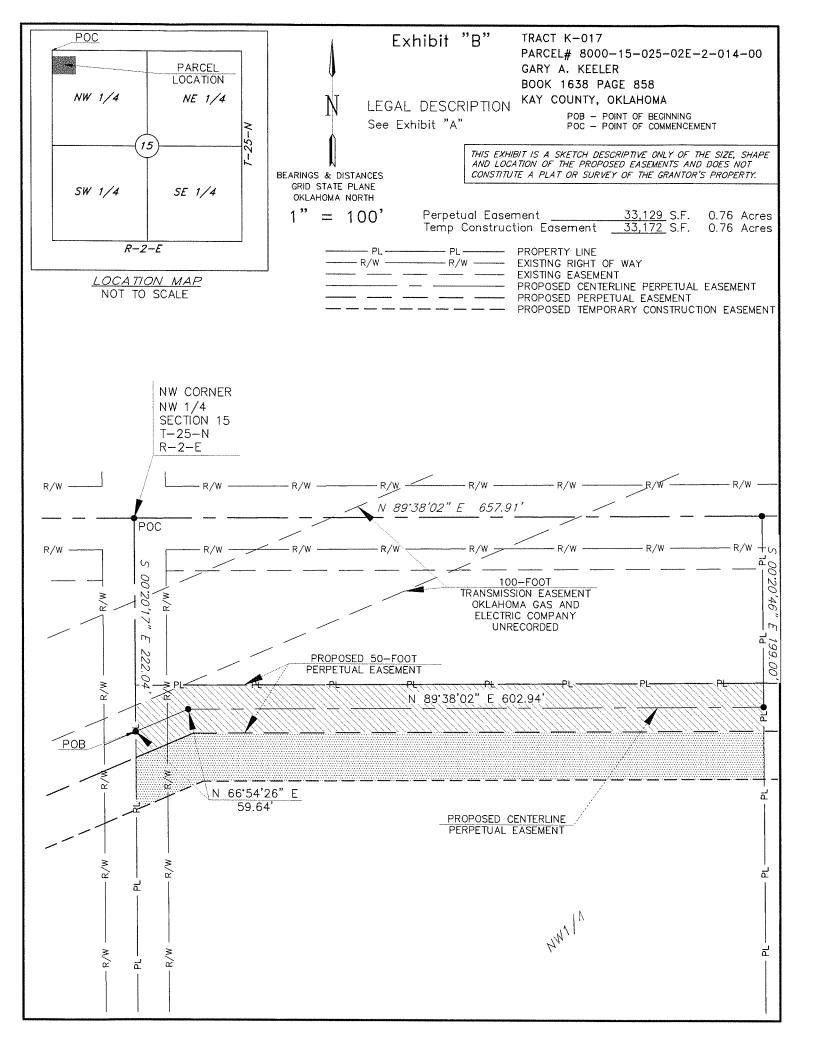
I, Robert L. Johnston Jr. of Garver, LLC, certify that the legal description herein closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical standards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

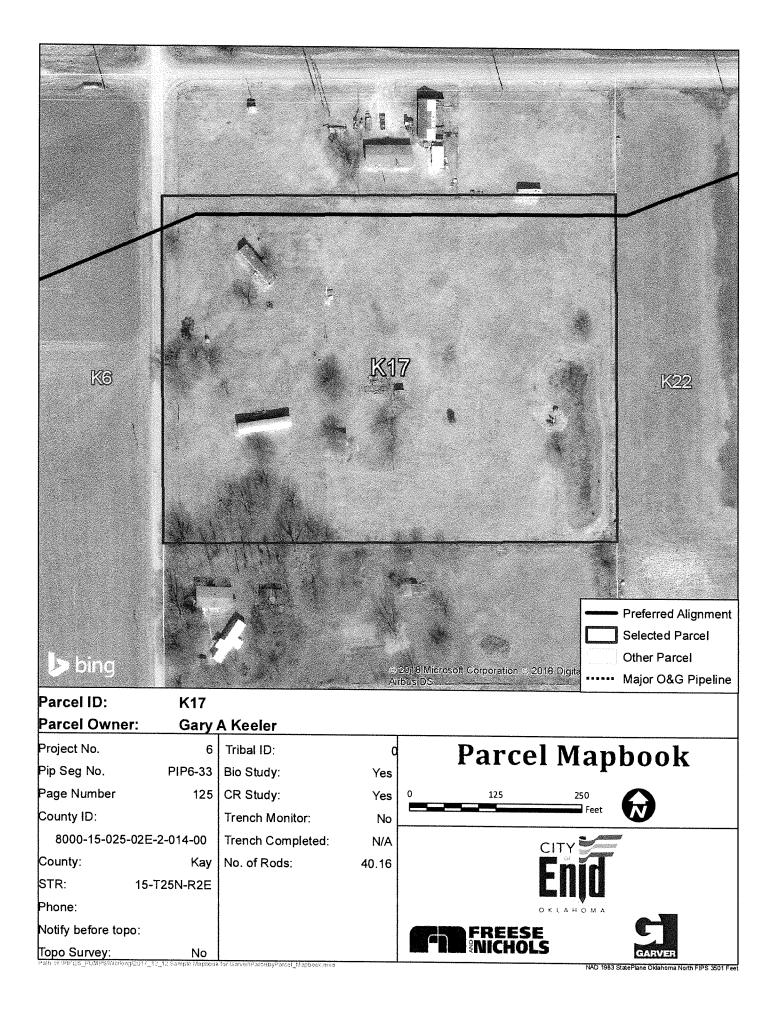
Witness my hand and seal this 13th day of December, 2016

Robert L. Johnston Jr., PLS

Oklahoma No. 1792 Cert. of Auth. 4193 Exp. Date June 30, 2020







Meeting Date: 04/02/2019

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

## **SUBJECT:**

ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY CONSTRUCTION EASEMENT FROM SHARP LAND & CATTLE COMPANY, LLC. AND DMJ LAND COMPANY, LLC, OF KAY COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R1, IN THE AMOUNT OF \$2,875.00, AND AUTHORIZE PAYMENT.

### **BACKGROUND:**

The Kaw Lake Water Supply Program requires the City to obtain easements from property owners whose property the Kaw Lake raw water pipeline crosses. This particular parcel of land is owned by Sharp Land and Cattle Company, LLC and DMJ Land Company, LLC, who have accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

A part of the Northwest Quarter (NW/4) of Section Fifteen (15), Township Twenty-five (25) North, Range Two (2) East of the Indian Meridian, Kay County, State of Oklahoma, further described in the attachment, Exhibit "A".

The City of Enid's offer of \$2,875.00 has been accepted by Sharp Land and Cattle Company, LLC and DMJ Land Company, LLC, and will be split equally between the owners.

### **RECOMMENDATION:**

Accept Permanent Waterline Easement and Temporary Construction Easement.

## **PRESENTER:**

Robert Hitt, P.E., City Engineer

**Fiscal Impact** 

Budgeted Y/N: Y

**Amount:** \$2,875.00

**Funding Source:** 

Water Capital Improvement Fund, 44-445-9151

**Attachments** 

Easement

PLEASE RETURN TO: Garver Engineering 1016 24th Ave NW Norman, OK 73069

# UTILITY AND WATER LINE EASEMENT Parcel # K-20 /8000-15-025-02E-2-017-00

# KNOW ALL MEN BY THESE PRESENTS:

That, <u>DMJ Land Company</u>, <u>LLC</u>. an <u>undivided ½ interest</u> and <u>Sharp Land & Cattle Company</u>, <u>LLC</u>, an <u>undivided ½ interest</u>, "Grantor," in consideration of the sum of [Ten dollars and 00/100 (\$10.00)] 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 or Enid Municipal Authority], Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a utility and water lines easement and right of way under, over, and across the following described real property and premises <u>as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement</u>, situated in <u>Kay County</u>, State of Oklahoma, to-wit:

# See Attached Exhibits A & B

with right of ingress and egress to and from same, for the purpose of installing, constructing, operating, maintaining, repairing and replacing utilities, including water lines and water systems and all appurtenances to public utilities and water lines thereon and thereunder, as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as part of this easement.

Grantor agrees not to build or construct any building or buildings or permanent structures upon the 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 trees, shrubs, vegetation, and obstructions or parts of, which in the judgment of the Grantee may interfere with the construction, operation, maintenance repair or replacement of the applicable utilities including water lines and systems.

TO HAVE AND TO HOLD, such easement and right of way unto the [City of Enid, or Enid Municipal Authority] Garfield County, Oklahoma, and its successors and assigns, forever.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this $\frac{2}{2}$ day of $\frac{2}{2}$ day of $\frac{2}{2}$ .	
	Officer/Partner:  Signature  Ray Quord  Signature  Printed Name and Title  Andrew V. Shaef  Printed Name and Title
ACKNOWLEDGEMENT	
STATE OF OKLAHOMA )  COUNTY OF A4 )	
Before me, the undersigned, a Notary Public, in and for said County and State on this day of MANON, 20/9, personally appeared, MANON STATE RAY HORD TO me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.  Given under my hand and seal the day and year last above written.	
(SEAL)	Sin Sill Notary Public
My Commission Number: 13000514  My Commission Expires: 1/16/2/	
My Commission Expires: 1/16/2/	

The foregoing access easement is here	eby accepted by the [City of Enid, Oklahoma or
Enid Municipal Authority], on this day of	of, 20
	THE CITY OF ENID, AN OKLAHOMA
	MUNICIPAL CORPORATION or ENID MUNICIPAL AUTHORITY A MUNICIPAL
	TRUST]
	•
	[William Shewey, Mayor or Chairman]
	· · · · · · · · · · · · · · · · · · ·
(SEAL)	
ATTEST:	
THE LOT.	
Alissa Lack, [City Clerk or Secretary]	
Alissa Back, [City Clork of Secretary]	

PLEASE RETURN TO: Garver Engineering 1016 24th Ave NW Norman, OK 73069

# TEMPORARY CONSTRUCTION EASEMENT Parcel # K-020 / 8000-15-025-02E-2-017-00

KNOW ALL MEN BY THESE PRESENTS:

That <u>DMJ Land Company</u>, <u>LLC</u>. an <u>undivided ½ interest</u> and <u>Sharp Land & Cattle Company</u>, <u>LLC</u>, an <u>undivided ½ interest</u>, "Grantor," in consideration of the sum of Ten dollars and 00/100 (\$10.00) 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 or Enid Municipal Authority], Garfield County, Oklahoma, [an Oklahoma Municipal Corporation or a Municipal Trust], "Grantee," for the use and benefit of the Grantee, a temporary easement and right of way under, over, and across the following described real property and premises <u>as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement</u>, situated in <u>Kay County</u>, State of Oklahoma, to-wit:

# See Attached Exhibits A & B

with right of ingress and egress to and from same with necessary labor, equipment, vehicles and material at any and all times, for the purpose of providing additional work space for the construction of improvements associated with the City of Enid / Kaw Lake Water Supply project to be undertaken by Grantee.

Grantor hereby warrants and covenants that Grantor is the lawful owner of the land upon which this temporary easement is granted, has good and marketable title to such real estate, and has the lawful right to convey the temporary easement herein. Grantor also warrants and covenants that the easement is free and clear from encumbrances of record which would interfere with the intended use by Grantee.

It is a condition of this easement that it shall not be filed for record, and all rights granted herein shall terminate upon completion of City of Enid / Kaw Lake Water Supply project. Grantor agrees that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

this 4 day of MARCH, 20 9.	
Signature  Bay Anore  Printed Name and Title  Signature  Andrew V. Shap  Printed Name and Title	
ACKNOWLEDGEMENT	
STATE OF OKLAHOMA ) SSS: COUNTY OF A	
Before me, the undersigned, a Notary Public, in and for said County and State on this day of Mand, 20/1, personally appeared within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.  Given under my hand and seal the day and year last above written.	
anninaning.	
Notary Public  (SEAL)	
(SEAL)	
My Commission Number: 13000514	
My Commission Expires: 1/11/2/	

The foregoing access easement is he Enid Municipal Authority], on this day	reby accepted by the [City of Enid, Oklahoma or of, 20
	[THE CITY OF ENID, AN OKLAHOMA MUNICIPAL CORPORATION or ENID MUNICIPAL AUTHORITY A MUNICIPAL TRUST]
	[William Shewey, Mayor or Chairman]
(SEAL)	
ATTEST:	
Alissa Lack, [City Clerk or Secretary]	

#### **EXHIBIT "A"**

## TRACT - K-020 PARCEL# 8000-15-025-02E-2-017-00

# DMJ LAND COMPANY, LLC ½ INTEREST AND SHARP LAND AND CATTLE COMPANY, LLC ½ INTEREST

## PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of the Northwest Quarter (NW1/4) of Section Fifteen (15), Township Twenty-five (25) North, Range Two (2) East of the Indian Meridian, Kay County, State of Oklahoma, being more particularly described as follows:

Commencing at the Northwest corner of said Northwest Quarter (NW1/4); thence N 89°38'02" E along the North line of said Northwest Quarter (NW1/4) a distance of 1557.59 feet to the East Right-of-Way line for the AT&SF Railroad; thence S 12°28'36" E along said East Right-of-Way line a distance of 56.25 feet to the South line of a Twenty-two-foot wide Electric Easement recorded in Book 565 Page 32 and the POINT OF BEGINNING; thence N 89°38'02" E along said South line of Electric Easement a distance of 405.93 feet to the East line of a Property described in Book 1737 Page 491; thence leaving said South line S 00°27'52" E and along said East Property line a distance of 51.97 feet; thence leaving said East Property line S 89°38'13" W a distance of 394.87 feet to the East Right-of-Way line for AT&SF Railroad; thence N 12°28'36" W along said East Right-of-Way line a distance of 53.13 feet to the POINT OF BEGINNING, containing 20,803 square feet or 0.48 acres, more or less.

#### Also:

A One-hundred-ten foot Temporary Construction Easement containing 42,148 square feet, or 0.97 acres more or less being adjacent to, and South of the above described Perpetual Easement and as shown on Exhibit "B".

Bearings and Distances are GRID - Oklahoma State Plane - North Zone.

## SURVEYOR'S CERTIFICATE

I, Robert L. Johnston Jr. of Garver, LLC, certify that the legal description herein closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical standards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

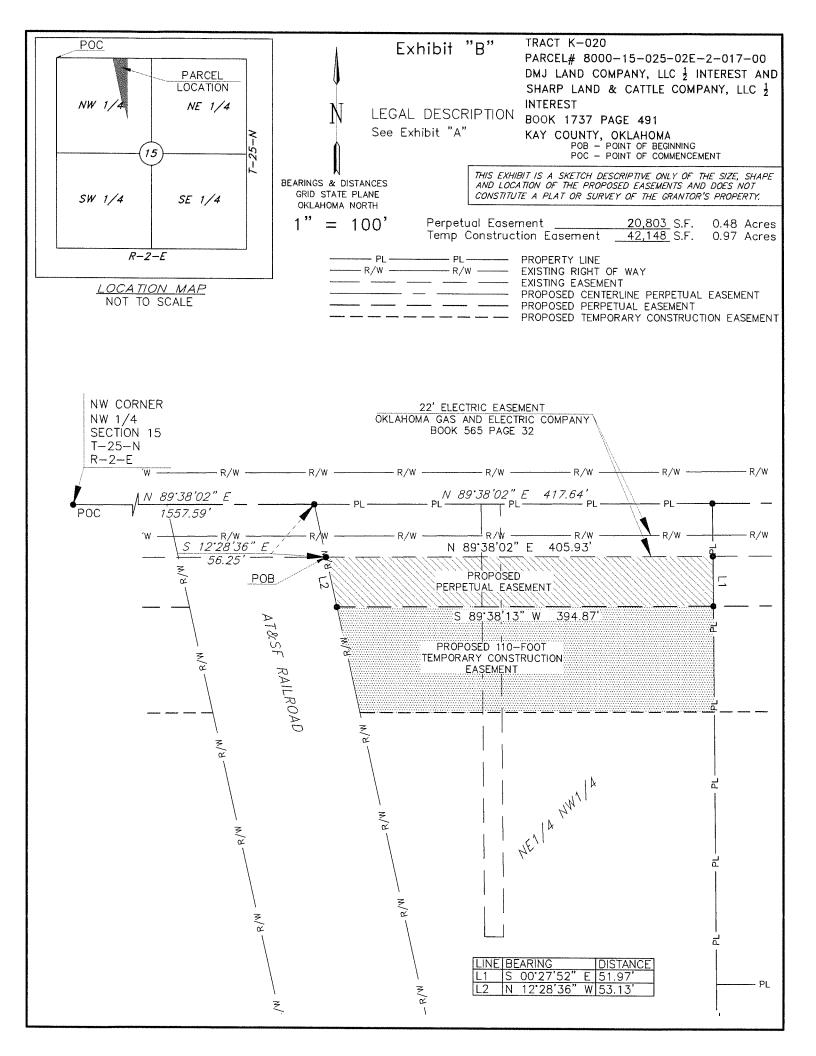
Witness my hand and seal this 10th day of December, 2018

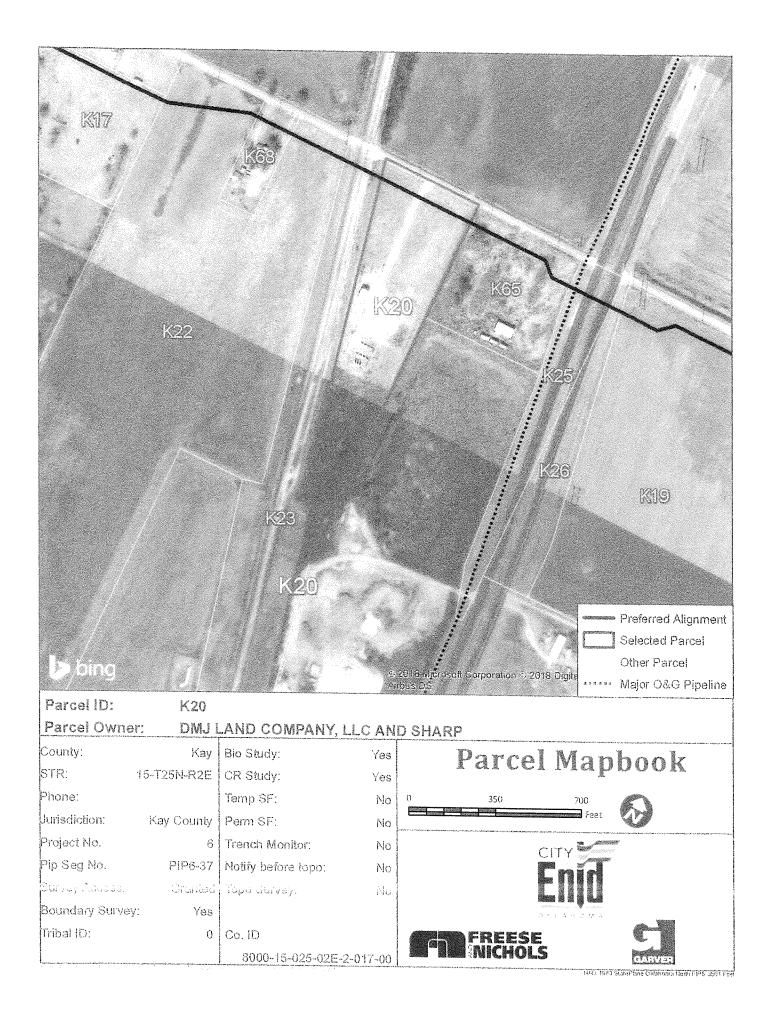
Robert L. Johnston Jr., PLS

Oklahoma No. 1792 Cert. of Auth. 4193

Exp. Date June 30, 2020







Meeting Date: 04/02/2019

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

## **SUBJECT:**

ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY CONSTRUCTION EASEMENT FROM PATRICIA R. GATES OF KAY COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R1, IN THE AMOUNT OF \$5,750.00, AND AUTHORIZE PAYMENT.

## **BACKGROUND:**

The Kaw Lake Water Supply Program requires the City to obtain easements from property owners whose property the Kaw Lake raw water pipeline crosses. This particular parcel of land is owned by Patricia R. Gates, who has accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

A part of the Northwest Quarter (NW/4) of Section Fifteen (15), Township Twenty-five (25) North, Range Two (2) East of the Indian Meridian, Kay County, State of Oklahoma, further described in the attachment, Exhibit "A".

The City of Enid's offer of \$5,750.00 has been accepted by Patricia R. Gates.

## **RECOMMENDATION:**

Accept Permanent Waterline Easement and Temporary Construction Easement.

#### PRESENTER:

Robert Hitt, P.E., City Engineer

**Fiscal Impact** 

Budgeted Y/N: Y

**Amount:** \$5,750.00

**Funding Source:** 

Water Capital Improvement Fund, 44-445-9151

**Attachments** 

Easement

# UTILITY AND WATER LINE EASEMENT Parcel #<u>K-022 /8000-15-025-02E-2-012-10</u>

# KNOW ALL MEN BY THESE PRESENTS:

That, <u>Patricia R. Gates, a single person</u>, "Grantor," in consideration of the sum of [Ten dollars and 00/100 (\$10.00)] 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 or Enid Municipal Authority], Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a utility and water lines easement and right of way under, over, and across the following described real property and premises <u>as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Kay County, State of Oklahoma, to-wit:</u>

# See Attached Exhibits A & B

with right of ingress and egress to and from same, for the purpose of installing, constructing, operating, maintaining, repairing and replacing utilities, including water lines and water systems and all appurtenances to public utilities and water lines thereon and thereunder, as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as part of this easement.

Grantor agrees not to build or construct any building or buildings or permanent structures upon the 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 trees, shrubs, vegetation, and obstructions or parts of, which in the judgment of the Grantee may interfere with the construction, operation, maintenance repair or replacement of the applicable utilities including water lines and systems.

TO HAVE AND TO HOLD, such easement and right of way unto the [City of Enid, or Enid Municipal Authority] Garfield County, Oklahoma, and its successors and assigns, forever.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this

this 6 thay of March, 2019.	
	OWNER(S):
	Patricia R. Gates Patricia R. Gates Printed Name
	Signature
	Printed Name
<b>ACKNOW</b>	LEDGEMENT
STATE OF OKLAHOMA )  COUNTY OF Kay )	Public, in and for said County and State on this lly appeared, Patricia R. Gates
to me known to be the identical person(s) who	executed the within and foregoing instrument and free and voluntary act and deed for the uses and
ANTHONY K. HOLLJE  NOTARY PUBLIC  OKLAHOMA COUNTY  STATE OF OKLAHOMA  COMMISSION NO. 16010572  EXPIRES NOVEMBER 04, 2020	Notary Public Though
My Commission Number: 16010572	

M My Commission Expires: 11-4-20

The foregoing access easement is her Enid Municipal Authority], on this day	reby accepted by the [City of Enid, Oklahoma or of, 20
	[THE CITY OF ENID, AN OKLAHOMA MUNICIPAL CORPORATION or ENID MUNICIPAL AUTHORITY A MUNICIPAL TRUST]
	[William Shewey, Mayor or Chairman]
(SEAL)	
ATTEST:	
Alissa Lack, [City Clerk or Secretary]	

PLEASE RETURN TO: Garver Engineering 1016 24th Ave NW Norman, OK 73069

# TEMPORARY CONSTRUCTION EASEMENT Parcel # K-022 /8000-15-025-02E-2-012-10

# KNOW ALL MEN BY THESE PRESENTS:

That Patricia R. Gates, a single person, "Grantor," in consideration of the sum of Ten dollars and 00/100 (\$10.00) 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 or Enid Municipal Authority], Garfield County, Oklahoma, [an Oklahoma Municipal Corporation or a Municipal Trust], "Grantee," for the use and benefit of the Grantee, a temporary easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Kay County, State of Oklahoma, to-wit:

# See Attached Exhibits A & B

with right of ingress and egress to and from same with necessary labor, equipment, vehicles and material at any and all times, for the purpose of providing additional work space for the construction of improvements associated with the City of Enid / Kaw Lake Water Supply project to be undertaken by Grantee.

Grantor hereby warrants and covenants that Grantor is the lawful owner of the land upon which this temporary easement is granted, has good and marketable title to such real estate, and has the lawful right to convey the temporary easement herein. Grantor also warrants and covenants that the easement is free and clear from encumbrances of record which would interfere with the intended use by Grantee.

It is a condition of this easement that it shall not be filed for record, and all rights granted herein shall terminate upon completion of City of Enid / Kaw Lake Water Supply project. Grantor agrees that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 6 to day of march, 20 19. Signature Printed Name **ACKNOWLEDGEMENT** STATE OF OKLAHOMA ) ss: COUNTY OF Kay Before me, the undersigned, a Notary Public, in and for said County and State on this day of March, 2019, personally appeared Patricia R. Grates to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and seal the day and year last above written. ANTHONY K. HOLLJE NOTARY PUBLIC (SEAL)

My Commission Number: 160 10572

My Commission Expires: 11-4-20

The foregoing access easement is here Enid Municipal Authority], on this day of	eby accepted by the [City of Enid, Oklahoma or of, 20
	[THE CITY OF ENID, AN OKLAHOMA MUNICIPAL CORPORATION or ENID MUNICIPAL AUTHORITY A MUNICIPAL TRUST]
	[William Shewey, Mayor or Chairman]
(SEAL)	
ATTEST:	
Alissa Lack, [City Clerk or Secretary]	

#### **EXHIBIT "A"**

## TRACT - K-022 PARCEL# 8000-15-025-02E-2-012-10

## **PATRICIA R. GATES**

## PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of the Northwest Quarter (NW1/4) of Section Fifteen (15), Township Twenty-five (25) North, Range Two (2) East of the Indian Meridian, Kay County, State of Oklahoma, being more particularly described as follows:

COMMENCING at the Northwest corner of said Northwest Quarter (NW1/4); thence N 89°38'02" E along the North line of said Northwest Quarter (NW1/4) a distance of 657.91 feet to the West line of the East Half (E1/2) of the West Half (W1/2) of the Northwest Quarter (NW1/4); thence leaving said North line S 00°20'46" E along said West line a distance of 174.00 feet to the POINT OF BEGINNING; thence leaving said West line N 89°38'02" E a distance of 16.43 feet; thence N 69°26'56" E a distance of 344.88 feet to the South line of a Twenty-two-foot Electric Easement for Oklahoma Gas & Electric Company recorded in Book 565 Page 32; thence N 89°38'02" E along said South line a distance of 24.02 feet to the West line of a 1.58 acre Property described in Book 1541 Pages 450; thence leaving said South line of Electric Easement S 00°21'58" E along said West line a distance of 51.91 feet; thence leaving said West line of 1.58 acre Property S 89°38'13" W a distance of 20.33 feet; thence S 69°26'56" W a distance of 339.33 feet; thence S 89°38'02" W a distance of 25.35 feet to said West line of the East Half (1/2) of the West Half (1/2) of the Northwest Quarter (1/4); thence along said West line N 00°20'46" W a distance of 50.00 feet to the POINT OF BEGINNING containing 19,301 square feet or 0.44 acres, more or less.

#### Also:

A Fifty-foot Temporary Construction Easement containing 19,251 square feet or 0.44 acres, more or less, being adjacent to, and South of the above described Perpetual Easement and as shown on Exhibit "B".

### AND:

A part of the Northwest Quarter (NW1/4) of Section Fifteen (15), Township Twenty-five (25) North, Range Two (2) East of the Indian Meridian, Kay County, State of Oklahoma, being more particularly described as follows:

COMMENCING at the Northwest corner of said Northwest Quarter (NW1/4); thence N 89°38'02" E along the North line of said Northwest Quarter (NW1/4) a distance of 1177.00 feet to the East line of a 1.58 acre Property described in Book 1541 Page 450; thence leaving said North line S 00°21'58" E along said East line a distance of 55.00 feet to the South line of a Twenty-two-foot Electric Easement for Oklahoma Gas & Electric Company recorded in Book 565 Page 32 and being the POINT OF BEGINNING; thence leaving said East line N 89°38'02" E along said South line a distance of 238.40 feet to the West Right-of-Way line for the AT&SF Railroad; thence leaving said South line of Electric Easement S 12°28'36" E along said West Right-of-Way line a distance of 53.12 feet; thence leaving said West Right-of-Way line S 89°38'13" W a distance of 249.54 feet to the East line of said 1.58 acre Property; thence along said East line N 00°21'58" W a distance of 51.92 feet to the POINT OF BEGINNING containing 12,669 square feet or 0.29 acres, more or less.

#### Also:

A One-hundred-ten-foot Temporary Construction Easement containing 28,748 square feet or 0.66 acres, more or less, being adjacent to, and South of the above described Perpetual Easement and as shown on Exhibit "B".

The **Total of Both** Perpetual Easements is 31,970 square feet or 0.73 acres, more or less.

The **Total of Both** Temporary Construction Easements is 47,999 square feet or 1.10 acres, more or less.

Bearings and Distances are GRID - Oklahoma State Plane - North Zone.

## SURVEYOR'S CERTIFICATE

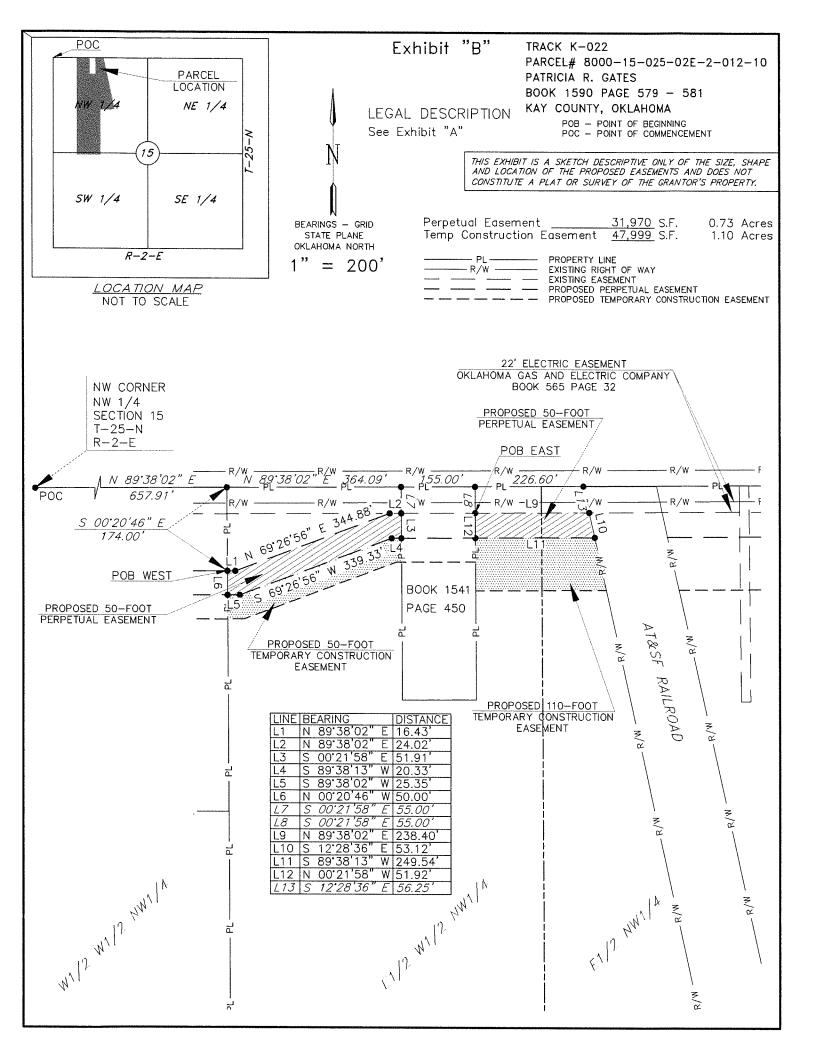
I, Robert L. Johnston Jr. of Garver, LLC, certify that the legal description herein closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical standards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

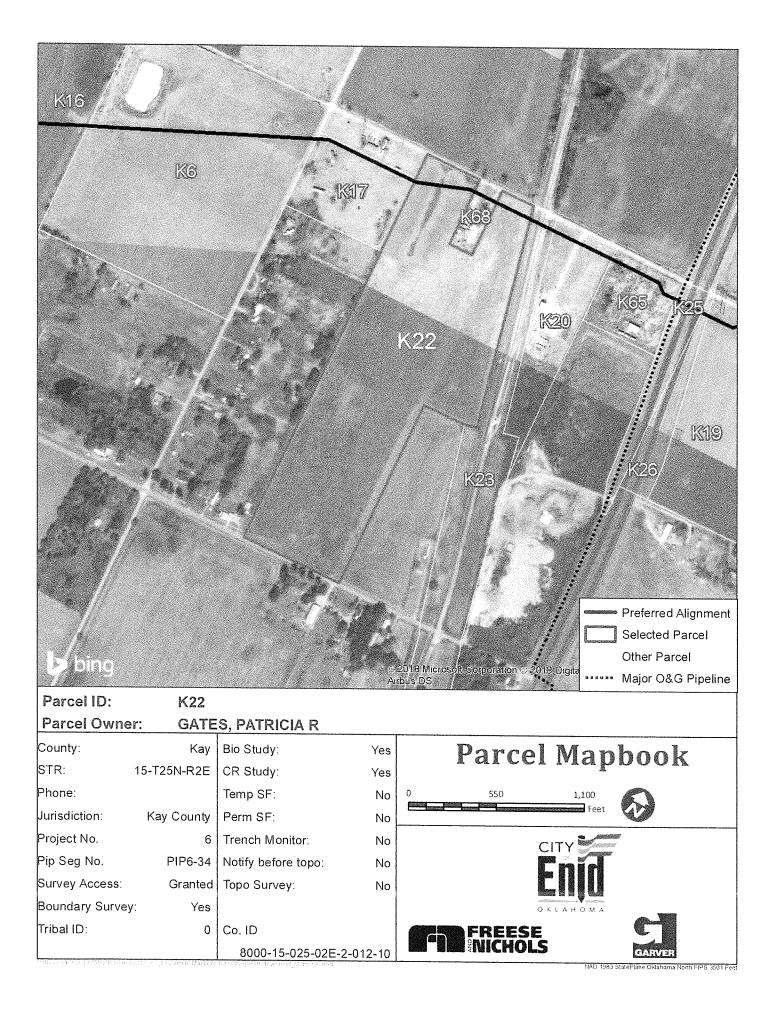
Witness my hand and seal this 13th day of December, 2018.

Robert L. Johnston, Jr., PLS

Oklahoma No. 1792 Cert. of Auth. 4193

Exp. Date June 30, 2020





Meeting Date: 04/02/2019

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

## **SUBJECT:**

ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY CONSTRUCTION EASEMENT FROM STEVE GRIFFITH AND CRYSTAL GRIFFITH, OF KAY COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R1, IN THE AMOUNT OF \$3,550.00, AND AUTHORIZE PAYMENT.

# **BACKGROUND:**

The Kaw Lake Water Supply Program requires the City to obtain easements from property owners whose property the Kaw Lake raw water pipeline crosses. This particular parcel of land is owned by Steve Griffith and Crystal Griffith, who have accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

A part of the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) of Section Fifteen (15), Township Twenty-five (25) North, Range Two (2) East of the Indian Meridian, Kay County, State of Oklahoma, further described in the attachment, Exhibit "A".

The City of Enid's offer of \$3,550.00 has been accepted by Steve Griffith and Crystal Griffith.

## **RECOMMENDATION:**

Accept Permanent Waterline Easement and Temporary Construction Easement.

#### PRESENTER:

Robert Hitt, P.E., City Engineer

**Fiscal Impact** 

Budgeted Y/N: Y

**Amount:** \$3,550.00

**Funding Source:** 

Water Capital Improvement Fund, 44-445-9151

**Attachments** 

Griffith

# UTILITY AND WATER LINE EASEMENT Parcel # <u>K-065 / 8000-15-025-02E-2-003-00</u>

# KNOW ALL MEN BY THESE PRESENTS:

That, Steve Griffith, a single person, and Crystal Griffith, a single person, as joint tenants, "Grantor," in consideration of the sum of [Ten dollars and 00/100 (\$10.00)] 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 or Enid Municipal Authority], Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a utility and water lines easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Kay County, State of Oklahoma, to-wit:

# See Attached Exhibits A & B

with right of ingress and egress to and from same, for the purpose of installing, constructing, operating, maintaining, repairing and replacing utilities, including water lines and water systems and all appurtenances to public utilities and water lines thereon and thereunder, as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as part of this easement.

Grantor agrees not to build or construct any building or buildings or permanent structures upon the 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 trees, shrubs, vegetation, and obstructions or parts of, which in the judgment of the Grantee may interfere with the construction, operation, maintenance repair or replacement of the applicable utilities including water lines and systems.

TO HAVE AND TO HOLD, such easement and right of way unto the [City of Enid, or Enid Municipal Authority] Garfield County, Oklahoma, and its successors and assigns, forever.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this $2^{\frac{1}{12}}$ day of $\frac{11/400/4}{12}$ , $\frac{1}{2}$ .
OWNER(S):
Steve Griffith
Printed Name  Crystal Griffith  Printed Name
ACKNOWLEDGEMENT
STATE OF OKLAHOMA ) SSS: COUNTY OF APP )
Before me, the undersigned, a Notary Public, in and for said County and State on this day of MARCH, 20/9, personally appeared, State of the known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.
Given under my hand and seal the day and year last above written
(SEAL)  What and scar the day and year last above written.  Notary Public
My Commission Number: 13000514
My Commission Expires: 1/14/2/

The foregoing access easement is here Enid Municipal Authority], on this day of	by accepted by the [City of Enid, Oklahoma or of, 20
	[THE CITY OF ENID, AN OKLAHOMA MUNICIPAL CORPORATION or ENID MUNICIPAL AUTHORITY A MUNICIPAL TRUST]
	[William Shewey, Mayor or Chairman]
(SEAL)	
ATTEST:	
Alissa Lack, [City Clerk or Secretary]	

# TEMPORARY CONSTRUCTION EASEMENT

Parcel # K-065 / 8000-15-025-02E-2-003-00

## KNOW ALL MEN BY THESE PRESENTS:

That, Steve Griffith, a single person, and Crystal Griffith, a single person, as joint tenants, "Grantor," in consideration of the sum of Ten dollars and 00/100 (\$10.00) 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 or Enid Municipal Authority], Garfield County, Oklahoma, [an Oklahoma Municipal Corporation or a Municipal Trust], "Grantee," for the use and benefit of the Grantee, a temporary easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Kay County, State of Oklahoma, to-wit:

# See Attached Exhibits A & B

with right of ingress and egress to and from same with necessary labor, equipment, vehicles and material at any and all times, for the purpose of providing additional work space for the construction of improvements associated with the City of Enid / Kaw Lake Water Supply project to be undertaken by Grantee.

Grantor hereby warrants and covenants that Grantor is the lawful owner of the land upon which this temporary easement is granted, has good and marketable title to such real estate, and has the lawful right to convey the temporary easement herein. Grantor also warrants and covenants that the easement is free and clear from encumbrances of record which would interfere with the intended use by Grantee.

It is a condition of this easement that it shall not be filed for record, and all rights granted herein shall terminate upon completion of City of Enid / Kaw Lake Water Supply project. Grantor agrees that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 2 day of 11/4/L/L , 20 / 9.	
OWNER(S):	
Steve Griffith	
Printed Name  Crystal Griffith  Printed Name	
ACKNOWLEDGEMENT	
STATE OF OKLAHOMA ) ss: COUNTY OF AY )	
Before me, the undersigned, a Notary Public, in and for said County and State on this day of MACH, 20 / 9, personally appeared The Antifill of MISIAL ANTIFITH to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.	
Given under my hand and seal the day and year last above written.	
(SEAL)	
(SEAL)	
My Commission Number: 13080514  My Commission Expires: 1/16/2/	

The foregoing access easement is he Enid Municipal Authority], on this da	nereby accepted by the [City of Enid, Oklahoma or ay of, 20
	[THE CITY OF ENID, AN OKLAHOMA MUNICIPAL CORPORATION or ENID MUNICIPAL AUTHORITY A MUNICIPAL TRUST]
	[William Shewey, Mayor or Chairman]
(SEAL)	
ATTEST:	
Alissa Lack, [City Clerk or Secretary]	-

#### **EXHIBIT "A"**

# TRACT - K-065 PARCEL# 8000-15-025-02E-2-003-00

# STEVE GRIFFITH AND CRYSTAL GRIFFITH

# PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section Fifteen (15), Township Twenty-five (25) North, Range Two (2) East of the Indian Meridian, Kay County, State of Oklahoma, being more particularly described as follows:

Commencing at the Northwest corner of the Northwest Quarter (NW1/4) of said Section Fifteen (15); thence N 89°38′02″ E along the North line of said Northwest Quarter (NW1/4) a distance of 1975.23 feet to the West line of the East Half (1/2) of the East Half (1/2) of the Northwest Quarter (1/4); thence leaving said North line S 00°27′52″ E along said West line a distance of 55.00 feet to the South line of a Twenty-two-foot Electric Easement for Oklahoma Gas & Electric Company recorded in Book 565 Page 31 being the POINT OF BEGINNING; thence leaving said West line N 89°38′02″ E along said South line of Electric Easement a distance of 363.45 feet; thence leaving said South line of Electric Easement S 47°48′18″ E a distance of 62.08 feet; thence N 89°38′13″ E a distance of 58.06 feet to the West Right-of-Way line for U.S. Highway 177; thence S 00°34′53″ E along said West Right-of-Way line a distance of 60.00 feet; thence leaving said West Right-of-Way line S 89°38′13″ W a distance of 81.66 feet; thence N 47°48′18″ W a distance of 73.93 feet; thence S 89°38′13″ W a distance of 831.26 feet to the West line of the East Half (1/2) of the East Half (1/2) of the Northwest Quarter (1/4); thence N 00°27′52″ W along said West line a distance of 51.97 feet to the POINT OF BEGINNING containing 26,325 square feet or 0.60 acres, more or less.

# Also:

A Variable-width Temporary Construction Easement containing 46,041 square feet, or 1.06 acres more or less being adjacent to, and South of the above described Perpetual Easement and as shown on Exhibit "B".

Bearings and Distances are GRID - Oklahoma State Plane - North Zone.

#### **SURVEYOR'S CERTIFICATE**

I, Robert L. Johnston Jr. of Garver, LLC, certify that the legal description herein closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical standards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

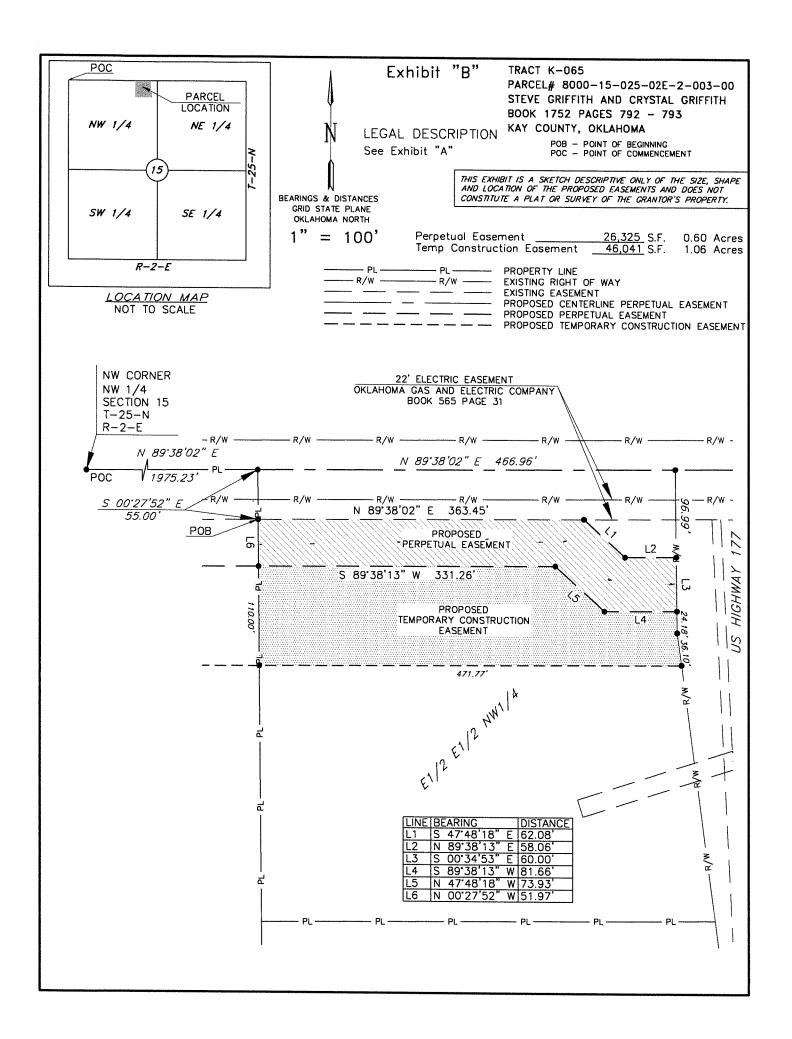
Witness my hand and seal this 13th day of December, 2016

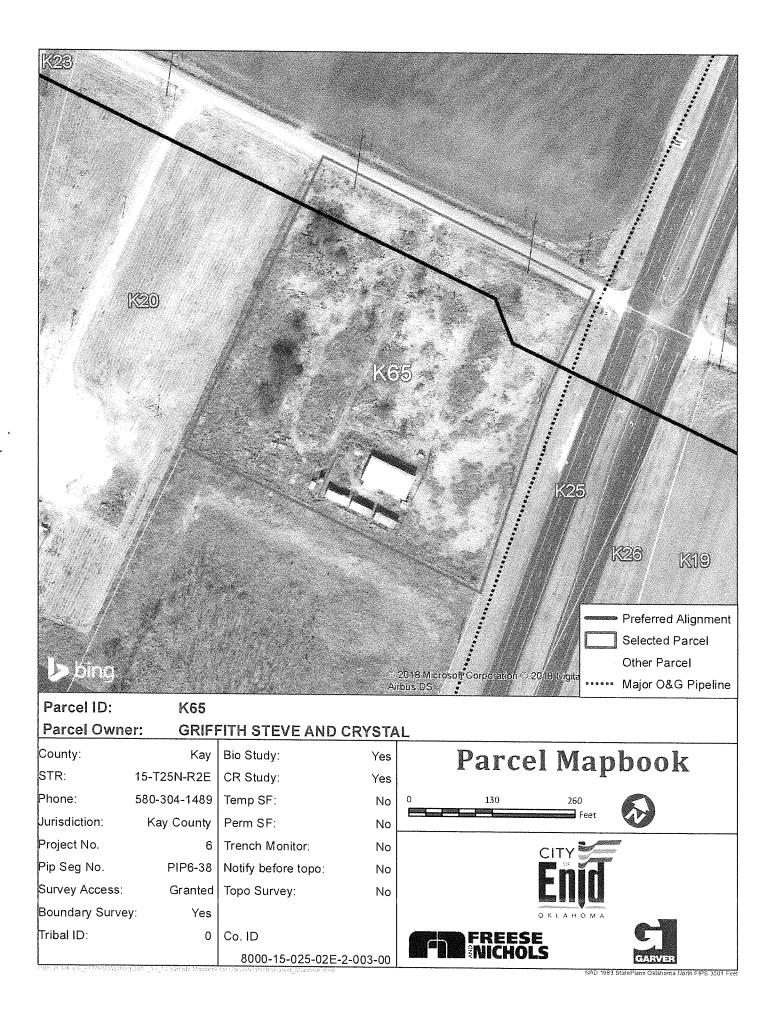
FUNE

Robert L. Johnston Jr., PLS

Oklahoma No. 1792 Cert. of Auth. 4193 Exp. Date June 30, 2020







Meeting Date: 04/02/2019

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

## **SUBJECT:**

ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY CONSTRUCTION EASEMENT FROM J & F LAND AND CATTLE, LLC, OF KAY COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R1, IN THE AMOUNT OF \$10,125.00, AND AUTHORIZE PAYMENT.

# **BACKGROUND:**

The Kaw Lake Water Supply Program requires the City to obtain easements from property owners whose property the Kaw Lake raw water pipeline crosses. This particular parcel of land is owned by J & F Land and Cattle, LLC, who have accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

A part of the West Half (W/2) of the Northwest Quarter (NW/4) of Section Twenty (20), Township Twenty-five (25) North, Range Two (2) East of the Indian Meridian, Kay County, State of Oklahoma, further described in the attachment, Exhibit "A".

The City of Enid's offer of \$10,125.00 has been accepted by J & F Land and Cattle, LLC.

## **RECOMMENDATION:**

Accept Permanent Waterline Easement and Temporary Construction Easement.

#### PRESENTER:

Robert Hitt, P.E., City Engineer

**Fiscal Impact** 

Budgeted Y/N: Y

**Amount:** \$10,125.00

**Funding Source:** 

Water Capital Improvement Fund, 44-445-9151

**Attachments** 

Easement

# UTILITY AND WATER LINE EASEMENT Parcel # <u>K-048 / 8000-20-025-02E-2-001-10</u>

# KNOW ALL MEN BY THESE PRESENTS:

That, <u>J&F Land and Cattle</u>, <u>LLC</u>, "Grantor," in consideration of the sum of [Ten dollars and 00/100 (\$10.00)] 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 or Enid Municipal Authority], Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a utility and water lines easement and right of way under, over, and across the following described real property and premises <u>as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement</u>, situated in <u>Kay</u> County, State of Oklahoma, to-wit:

# See Attached Exhibits A & B

with right of ingress and egress to and from same, for the purpose of installing, constructing, operating, maintaining, repairing and replacing utilities, including water lines and water systems and all appurtenances to public utilities and water lines thereon and thereunder, as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as part of this easement.

Grantor agrees not to build or construct any building or buildings or permanent structures upon the 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 trees, shrubs, vegetation, and obstructions or parts of, which in the judgment of the Grantee may interfere with the construction, operation, maintenance repair or replacement of the applicable utilities including water lines and systems.

TO HAVE AND TO HOLD, such easement and right of way unto the [City of Enid, or Enid Municipal Authority] Garfield County, Oklahoma, and its successors and assigns, forever.

IN WITNESS WHEREOF the parties h this 4 day of MARCIA, 20 / 9.	ereto have caused this instrument to be executed
	Officer / Partner / Seller:  Jerry W. Mills Manager  Printed Name and Title  Harener Mells  Signature  Florence Mills  Printed Name and Title
ACKNOWLEDGEMENT	
STATE OF OKLAHOMA ) ) ss: COUNTY OF A (	
Before me, the undersigned, a Notary Public, in and for said County and State on this day of March, 20/9, personally appeared Implies From Mills to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.  Given under my hand and seal the day and year last above written.	
MINISTER C. STATE CONTROL OF THE CON	Solve Sold Sold Sold Sold Sold Sold Sold Sold
(SEAL)	
My Commission Number: 13000514	
My Commission Expires: 1/16/21	

The foregoing access easement is he Enid Municipal Authority], on this day	ereby accepted by the [City of Enid, Oklahoma or y of, 20
	[THE CITY OF ENID, AN OKLAHOMA MUNICIPAL CORPORATION or ENID MUNICIPAL AUTHORITY A MUNICIPAL TRUST]
	[William Shewey, Mayor or Chairman]
(SEAL)	
ATTEST:	
Alissa Lack, [City Clerk or Secretary]	

PLEASE RETURN TO: Garver Engineering 1016 24th Ave NW Norman, OK 73069

# TEMPORARY CONSTRUCTION EASEMENT Parcel # K-048 / 8000-20-025-02E-2-001-10

# KNOW ALL MEN BY THESE PRESENTS:

That, <u>J&F Land and Cattle, LLC</u>, "Grantor," in consideration of the sum of Ten dollars and 00/100 (\$10.00) 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 or Enid Municipal Authority], Garfield County, Oklahoma, [an Oklahoma Municipal Corporation or a Municipal Trust], "Grantee," for the use and benefit of the Grantee, a temporary easement and right of way under, over, and across the following described real property and premises <u>as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement</u>, situated in <u>Kay County</u>, State of Oklahoma, to-wit:

# See Attached Exhibits A & B

with right of ingress and egress to and from same with necessary labor, equipment, vehicles and material at any and all times, for the purpose of providing additional work space for the construction of improvements associated with the City of Enid / Kaw Lake Water Supply project to be undertaken by Grantee.

Grantor hereby warrants and covenants that Grantor is the lawful owner of the land upon which this temporary easement is granted, has good and marketable title to such real estate, and has the lawful right to convey the temporary easement herein. Grantor also warrants and covenants that the easement is free and clear from encumbrances of record which would interfere with the intended use by Grantee.

It is a condition of this easement that it shall not be filed for record, and all rights granted herein shall terminate upon completion of City of Enid / Kaw Lake Water Supply project. Grantor agrees that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this $\frac{1}{2}$ day of MARCH, $\frac{1}{2}$ , $\frac{1}{2}$ .	
Officer / Partner / Seller:	
Signature  Jerry W. Mills  Printed Name and Title  Horence Mills  Printed Name and Title	
ACKNOWLEDGEMENT	
STATE OF OKLAHOMA )  COUNTY OF A   SS:	
Before me, the undersigned, a Notary Public, in and for said County and State on this day of MARCH, 20/9, personally appeared, Seppe Minus & Florence Minus to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.  Given under my hand and seal the day and year last above written.	
(SEAL)  (SEAL)	
· ·	
My Commission Number: 130005/4  My Commission Expires: 1/16/2/	

The foregoing access easement is here Enid Municipal Authority], on this day of	eby accepted by the [City of Enid, Oklahoma or of, 20
	[THE CITY OF ENID, AN OKLAHOMA MUNICIPAL CORPORATION or ENID MUNICIPAL AUTHORITY A MUNICIPAL TRUST]
	[William Shewey, Mayor or Chairman]
(SEAL)	
ATTEST:	
Alissa Lack, [City Clerk or Secretary]	

## **EXHIBIT "A"**

## TRACT - K-048 PARCEL# 8000-20-025-02E-2-001-10

## J&FLAND AND CATTLE, LLC

# PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of the West Half (W1/2) of the Northwest Quarter (NW1/4) of Section Twenty (20), Township Twenty-five (25) North, Range Two (2) East of the Indian Meridian, Kay County, State of Oklahoma, being more particularly described as follows:

Commencing at the Northwest corner of said West Half (W1/2) of the Northwest Quarter (NW1/4); thence S 00°32'15" E along the West line of said West Half (W1/2) of the Northwest Quarter (NW1/4) a distance of 1494.77 feet to the Centerline of a Fifty-foot Perpetual Easement being the POINT OF BEGINNING of said Centerline; thence N 69°16'23" E along said Centerline a distance of 1389.42 feet to the East line of said West Half (W1/2) of the Northwest Quarter (NW1/4) and end of said Centerline, containing 69,471 square feet or 1.59 acres, more or less. The side lines of the easement shall be lengthened or shortened to terminate at the East and West lines of said West Half (W1/2) of the Northwest Quarter (NW1/4).

#### Also:

A One hundred-foot Temporary Construction Easement containing 138,965 square feet, or 3.19 acres more or less being South of and adjacent to the above described Perpetual Easement and as shown on Exhibit "B".

Bearings and Distances are GRID - Oklahoma State Plane - North Zone.

### **SURVEYOR'S CERTIFICATE**

I, Robert L. Johnston Jr. of Garver, LLC, certify that the legal description herein closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical standards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

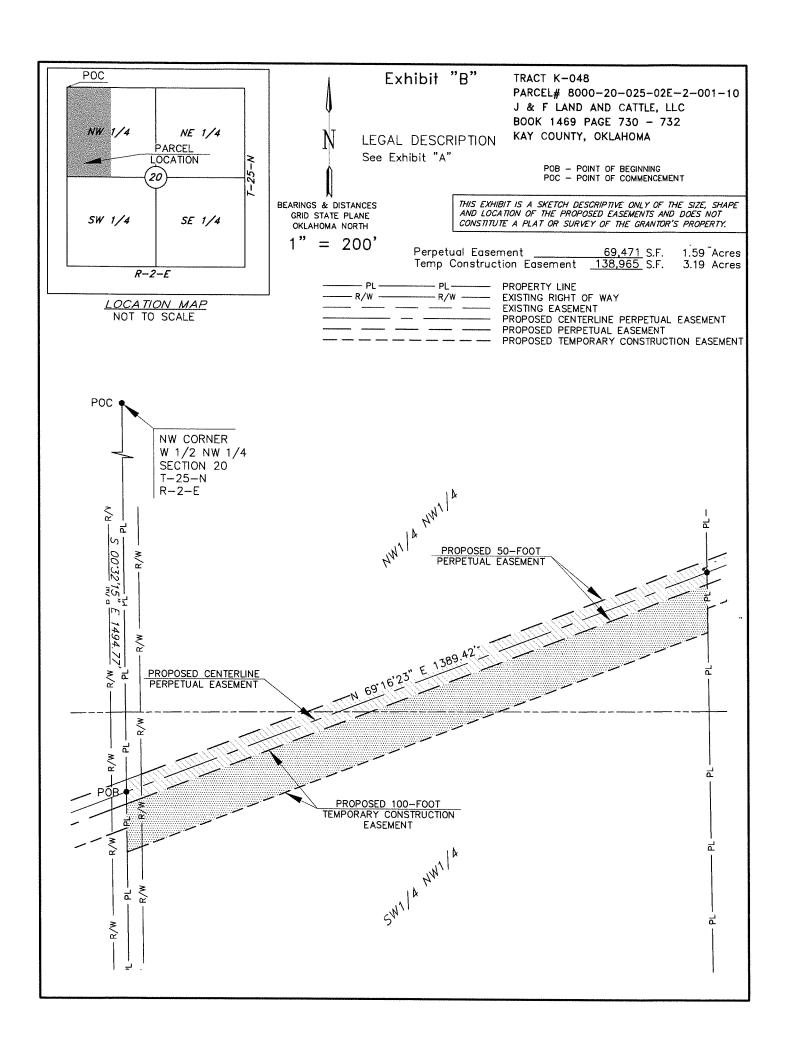
Witness my hand and seal this 17th day of November, 2018.

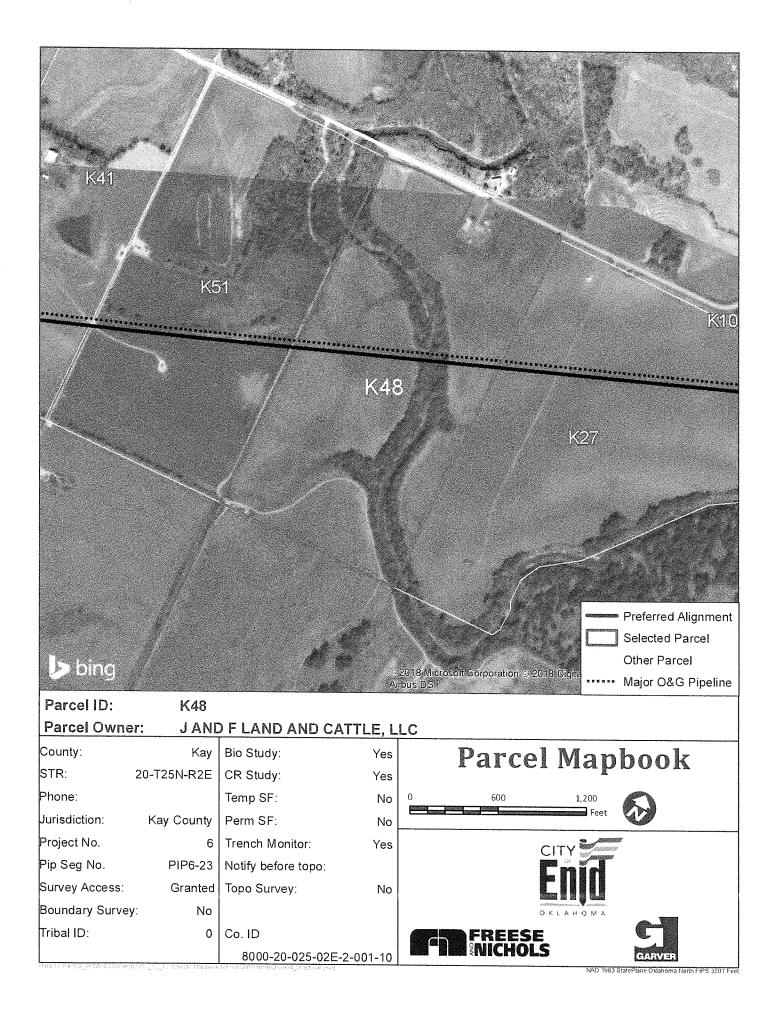
Robert L. Johnston Jr., PLS Oklahoma No. 1792

Cert. of Auth. 4193

Exp. Date June 30, 2020







Meeting Date: 04/02/2019

Submitted By: Korina Crawford, Executive Assistant

## **SUBJECT:**

APPROVE AND EXECUTE THE RENEWAL OF EMPLOYMENT AGREEMENTS WITH JUDGE JAMES F. LONG AND JUDGE LINDA MCKNIGHT PICKENS.

# **BACKGROUND:**

This item authorizes the Mayor to execute new agreements with the City's long-serving municipal judges, Judge James F. Long and Judge Linda McKnight Pickens. Oklahoma law provides for employment agreements of two years or until their successors are appointed. 11 O.S. §27-104. Judge Long's current compensation per annum is sixty thousand thirty-eight dollars and sixty-eight cents (\$60,038.68) and Judge Pickens' current compensation per annum is forty-eight thousand five hundred forty-three dollars and fifty-six cents (\$48,543.56). The judges are willing to serve for another two years.

## **RECOMMENDATION:**

Authorize the Mayor to execute the Employment Agreements with Judges James F. Long and Linda McKnight Pickens, extending their terms until April 2, 2021.

## PRESENTER:

Carol Lahman, City Attorney.

## **Attachments**

Long Contract
Pickens Contract

# EMPLOYMENT AGREEMENT BETWEEN THE CITY OF ENID AND JAMES F. LONG

This Employment Agreement is made and entered into by and between the City of Enid, an Oklahoma Municipal Corporation, hereinafter referred to as the "City," and James F. Long, hereinafter referred to as "Long."

#### WITNESSETH

WHEREAS, the City desires to continue the employment of Long as Municipal Judge of the Municipal Criminal Court Not of Record for the City of Enid, Oklahoma; and,

WHEREAS, Long desires to continue to serve as Municipal Judge for such Court;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions herein stated and in consideration of the mutual benefits which will accrue to each of the parties hereto, the receipt and sufficiency of which considerations are hereby acknowledged by the parties, it is agreed by and between the parties as follows:

- 1. <u>Employment.</u> The City hereby contracts with, engages and hires Long. Long accepts such employment.
- 2. <u>Scope of Duties.</u> During the term of employment, Long shall serve as the Presiding Municipal Judge for the Municipal Criminal Court Not of Record for the City of Enid, Oklahoma. This position is a Part Time, Management/Confidential position and such duties will be rendered at 401 W. Owen K. Garriott Road, Enid, Oklahoma, and at such other places as the City shall require.
- 3. <u>Term of Employment</u>. The term of this Agreement shall be from April 2, 2019, until April 2, 2021, unless removed by a vote of a majority of all members of the Mayor and Board of Commissioners for cause as is provided for by law for the removal of public officers pursuant to 22 O.S. §1181.
- 4. <u>Best Efforts</u>. Long hereby agrees that he will, at all times, faithfully, diligently and to the best of his ability, experience and talents, perform all the duties that may be required of him as a Municipal Judge.
- 5. <u>Compensation and Benefits</u>. The City shall pay to Long and Long shall accept from the City the gross amount of \$60,038.68 per annum, less applicable payroll deductions, to be paid in equal bi- weekly installments. Additionally, Long shall receive the following benefits during the term of his employment:

- A. Any cost of living increase given to the non-union City work force effective after the date this agreement is executed.
- B. One (1) continuing education seminar during each fiscal year that this Agreement is in full force and effect. The total expenses shall not exceed one thousand two hundred and fifty dollars (\$1,250.00)
- C. Worker's Compensation coverage as provided to other Management/Confidential employees of the City.
- D. Professional dues in the Oklahoma Bar Association and the Garfield County Bar Association.
- E. Evaluation and Review. From time to time, Long' duties and performance shall be reviewed and evaluated by the Mayor and Board of Commissioners. In the event of an increase in Long' scope and duties, the City, in its sole discretion, may make any necessary adjustments to compensation as it sees fit.
- F. Eligible to purchase benefits under the City's flexible benefits program. Should Long desire to purchase benefits, he will be responsible for the full cost and may elect to have the premiums deducted from his paycheck.
- G. Eligible to purchase health and/or dental insurance. Should Long desire insurance, he will be responsible for the full cost and may elect to have the premium deducted from his paycheck.
- 6. Applicability of City Charter and Other Policies and Procedures. All provisions of the City Charter, Personnel Manual, and any other regulations or rules of the City relating to employee benefits and working conditions as now exist or hereinafter may be amended shall also apply to Long as they would to other Management/Confidential employees of the City except where they are in direct conflict with the express provisions of this agreement, in which case, this Agreement shall prevail.
- 7. <u>Indemnification</u>. The City shall indemnify Long from all acts taken by him while acting within the course and scope of his employment, pursuant to the Oklahoma Governmental Tort Claim's Act.
- 8. Qualification and Code of Ethics. Long shall, at all times during the term of this Agreement, be a member in good standing of the Oklahoma Bar Association. Long shall also comply with and be bound by all rules and codes which regulate the conduct of attorneys and judges in this state, including, but not limited to, the Oklahoma Rules of Professional Conduct, the Oklahoma Code of Judicial Conduct, and the Oklahoma Bar Association Standards of Professionalism.
- 9. <u>Non-Discrimination</u>. The parties hereto do hereby covenant and agree that no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this Agreement on the ground of race, color, age, sex, handicap, or national origin; and that, in carrying out the terms and conditions of this Agreement, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or nation origin.

- 10. <u>Compliance with Laws.</u> Long agrees to conduct himself under the terms of this Agreement in such a manner that does not violate any federal, state, or local laws, or regulations applicable to his duties under the terms of this Agreement.
- 11. <u>Interpretation of Law.</u> This Agreement shall be deemed to have been made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma.
- 12. <u>Jurisdiction</u>. Any action or proceeding initiated to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties in the courts of the State of Oklahoma, County of Garfield.
- 13. <u>Assignment.</u> This contract is for services which are considered unique. Neither party shall assign this Agreement or any interest herein. Any attempted assignment or subcontracting shall be null and void.
- 14. <u>Construction</u>. Captions and other headings contained in this Agreement are for reference and identification purposes only and in no way alter, modify, amend, limit, or restrict the contractual obligations of the parties hereto.
- 15. <u>Integration and Amendments</u>. This Agreement constitutes the entire agreement between the parties and may not be amended, altered, modified, or changed in any way except in writing signed by all parties to this Agreement and which specifically references this Agreement. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this contract. No course of dealings involving the parties hereto and no usage of trade shall be relevant or admissible to interpret, supplement, explain, or in any way vary any of the terms expressly set forth in this Agreement. Any amendment to this Agreement shall be attached to this Agreement and all the terms in this Agreement not addressed in the amendment shall remain in full force and effect.
- 16. <u>Severability</u>. All agreements and covenants contained herein are severable, and in the event one of them shall be held to be invalid by any competent Court, this Agreement shall be interpreted as if such invalid agreement or covenant were not contained herein.

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

Date Signed:	
- -	"City" The City of Enid, Oklahoma, an Oklahoma Municipal Corporation
	William E. Shewey, Mayor

ATTEST:		
Alissa Lack		
Date Signed:	W	
	"Long" James F. Long, an Individual	
	James F. Long	_
Approved as to form and legality:		

# EMPLOYMENT AGREEMENT BETWEEN THE CITY OF ENID AND LINDA McKNIGHT PICKENS

This Employment Agreement is made and entered into by and between the City of Enid, an Oklahoma Municipal Corporation, hereinafter referred to as the "City," and Linda McKnight Pickens, hereinafter referred to as "Pickens."

#### WITNESSETH

WHEREAS, the City desires to continue the employment of Pickens as Municipal Judge of the Municipal Criminal Court Not of Record for the City of Enid, Oklahoma; and,

WHEREAS, Pickens desires to continue to serve as Municipal Judge for such Court;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions herein stated and in consideration of the mutual benefits which will accrue to each of the parties hereto, the receipt and sufficiency of which considerations are hereby acknowledged by the parties, it is agreed by and between the parties as follows:

- 1. <u>Employment.</u> The City hereby contracts with, engages and hires Pickens. Pickens accepts such employment.
- 2. <u>Scope of Duties.</u> During the term of employment, Pickens shall serve as the Associate Municipal Judge for the Municipal Criminal Court Not of Record for the City of Enid, Oklahoma. This position is a Part Time, Management/Confidential position and such duties will be rendered at 401 W. Owen K. Garriott Road, Enid, Oklahoma, and at such other places as the City shall require.
- 3. <u>Term of Employment</u>. The term of this Agreement shall be from April 2, 2019, until April 2, 2021, unless removed by a vote of a majority of all members of the Mayor and Board of Commissioners for cause as is provided for by law for the removal of public officers pursuant to 22 O.S. §1181.
- 4. <u>Best Efforts</u>. Pickens hereby agrees that she will, at all times, faithfully, diligently and to the best of her ability, experience and talents, perform all the duties that may be required of her as a Municipal Judge.
- 5. <u>Compensation and Benefits</u>. The City shall pay to Pickens and Pickens shall accept from the City the gross amount of \$48,543.56 per annum, less applicable payroll deductions, to be paid in equal bi-weekly installments. Additionally, Pickens shall receive the following benefits during the term of her employment:

- A. Any cost of living increase given to the non-union City work force effective after the date this agreement is executed.
- B. One (1) continuing education seminar during each fiscal year that this Agreement is in full force and effect. The total expenses shall not exceed one thousand two hundred and fifty dollars (\$1,250.00)
- C. Worker's Compensation coverage as provided to other Management/Confidential employees of the City.
- D. Professional dues in the Oklahoma Bar Association and the Garfield County Bar Association.
- E. Evaluation and Review. From time to time, Pickens' duties and performance shall be reviewed and evaluated by the Mayor and Board of Commissioners. In the event of an increase in Pickens' scope and duties, the City, in its sole discretion, may make any necessary adjustments to compensation as it sees fit.
- F. Eligible to purchase benefits under the City's flexible benefits program. Should Pickens desire to purchase benefits, she will be responsible for the full cost and may elect to have the premiums deducted from her paycheck.
- G. Eligible to purchase health and/or dental insurance. Should Pickens desire insurance, she will be responsible for the full cost and may elect to have the premium deducted from her paycheck.
- 6. Applicability of City Charter and Other Policies and Procedures. All provisions of the City Charter, Personnel Manual, and any other regulations or rules of the City relating to employee benefits and working conditions as now exist or hereinafter may be amended shall also apply to Pickens as they would to other Management/Confidential employees of the City except where they are in direct conflict with the express provisions of this agreement, in which case, this Agreement shall prevail.
- 7. <u>Indemnification.</u> The City shall indemnify Pickens from all acts taken by her while acting within the course and scope of her employment, pursuant to the Oklahoma Governmental Tort Claim's Act.
- 8. Qualification and Code of Ethics. Pickens shall, at all times during the term of this Agreement, be a member in good standing of the Oklahoma Bar Association. Pickens shall also comply with and be bound by all rules and codes which regulate the conduct of attorneys and judges in this state, including, but not limited to, the Oklahoma Rules of Professional Conduct, the Oklahoma Code of Judicial Conduct, and the Oklahoma Bar Association Standards of Professionalism.
- 9. <u>Non-Discrimination</u>. The parties hereto do hereby covenant and agree that no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this Agreement on the ground of race, color, age, sex, handicap, or national origin; and that, in carrying out the terms and conditions of this Agreement, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or nation origin.

- 10. <u>Compliance with Laws.</u> Pickens agrees to conduct herself under the terms of this Agreement in such a manner that does not violate any federal, state, or local laws, or regulations applicable to her duties under the terms of this Agreement.
- 11. <u>Interpretation of Law.</u> This Agreement shall be deemed to have been made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma.
- 12. <u>Jurisdiction</u>. Any action or proceeding initiated to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties in the courts of the State of Oklahoma, County of Garfield.
- 13. <u>Assignment.</u> This contract is for services which are considered unique. Neither party shall assign this Agreement or any interest herein. Any attempted assignment or subcontracting shall be null and void.
- 14. <u>Construction</u>. Captions and other headings contained in this Agreement are for reference and identification purposes only and in no way alter, modify, amend, limit, or restrict the contractual obligations of the parties hereto.
- 15. <u>Integration and Amendments</u>. This Agreement constitutes the entire agreement between the parties and may not be amended, altered, modified, or changed in any way except in writing signed by all parties to this Agreement and which specifically references this Agreement. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this contract. No course of dealings involving the parties hereto and no usage of trade shall be relevant or admissible to interpret, supplement, explain, or in any way vary any of the terms expressly set forth in this Agreement. Any amendment to this Agreement shall be attached to this Agreement and all the terms in this Agreement not addressed in the amendment shall remain in full force and effect.
- 16. <u>Severability</u>. All agreements and covenants contained herein are severable, and in the event one of them shall be held to be invalid by any competent Court, this Agreement shall be interpreted as if such invalid agreement or covenant were not contained herein.

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

Date Signed:	
	"City"
	The City of Enid, Oklahoma,
	an Oklahoma Municipal Corporation
	William E. Shewey, Mayor

(SEAL)	
ATTEST:	
Alissa Lack	
Date Signed:	
	"Pickens"
	Linda McKnight Pickens, an Individual
	Linda McKnight Pickens
Approved as to form and legality:	
Carol Lahman, City Attorney	

Meeting Date: 04/02/2019

## **SUBJECT:**

APPROVAL OF CLAIMS IN THE AMOUNT OF \$852,606.87.

## **Attachments**

7.17.

Claimslist JP Morgan

		PURCHASE ORDER CLA	IMS LIST	4/2/2019
FUND 10	<u>DEPT 000 - N.A.</u>			
01-01472	STAPLES ADVANTAGE	PO0154453	BATTERIES/FLASHDRIVE/MARKERS/NOTEPADS/ST	\$61.22
	STEINERT VETERINARY CLINIC, INC.		REIMB/SPAY/NEUTER	\$130.00
	CENTERPOINT ENERGY SERVICES, INC.	PO0154625		\$3,659.58
	EARNHEART OIL, INC. EARNHEART OIL, INC.	PO0154533 PO0154534	•	\$19,217.64 \$15,805.47
	EARNHEART OIL, INC.		UNLEADED/ST	\$15,364.04
	WESTERN MARKETING, INC	PO0154530		\$845.90
01-05973	PULVER, SEAN DUNCAN	PO0154631	REIMB/BOND FORFEITURE	\$280.00
01-08123	HOLDINGS FOOD STORE, INC.	PO0154532	UNLEADED/ST	\$14,301.48
	MERRIFIELD OFFICE SUPPLY	PO0154450	BINDERS/RUBBERBANDS/ST	\$14.54
	MERRIFIELD OFFICE SUPPLY	PO0154451	BATTERIES/FOLDERS/ST	\$50.64
	OK GAS & ELECTRIC OK GAS & ELECTRIC	PO0154550 PO0154629	MONTHLY SERVICE 2/19 MONTHLY SERVICE 3/19	\$27,645.94 \$1,745.26
	OK NATURAL GAS	PO0154484	MONTHLY SERVICE 3/19  MONTHLY SERVICE 2/19	\$1,745.26
	OK NATURAL GAS	PO0154548	MONTHLY SERVICE 2/19	\$3,410.89
	OK NATURAL GAS	PO0154549	•	\$3,901.67
01-15127	OK NATURAL GAS	PO0154630	MONTHLY SERVICE 2/19	\$1,181.24
01-15127	OK NATURAL GAS	PO0154633	MONTHLY SERVICE 2/19	\$88.84
	PDQ PRINTING		ENVELOPES/ST	\$160.00
01-19047	AT & T	PO0154628	MONTHLY SERVICE 3/19	\$4,943.18
			N.A. TOTAL	\$113,722.92
FUND 10	DEPT 100 - ADM. SERVICES			
01-01783	JP MORGAN CHASE	PO0154591	CHASE PAYMENT	\$986.16
	NAPA AUTO PARTS-WAREHOUSE		WAREHOUSE PARTS 2/19	\$135.03
	PETTY CASH		REIMB/MEAL (4)/USECAF MTG	\$36.00
01-16145	PETTY CASH	PO0154637	REIMB/TRAVEL/KAW LAKE/J GILBERT	\$77.25
			ADM. SERVICES TOTAL	\$1,234.44
FUND 10	DEPT 110 - HUMAN RESOURCES			
	JP MORGAN CHASE		CHASE PAYMENT	\$1,010.00
	VALIR OUTPATIENT CLINICS (HR)		PHYSICALS (4)	\$600.00
	NORTHWEST SHREDDERS, LLC RUSCO PLASTICS		SECURITY CONSOLE 3/19 RETIREMENT PLAQUES (3)	\$20.00 \$98.85
	ENID FLORAL & GIFTS		FLORAL ARRANGEMENTS (2)	\$162.88
01 00000		. 6015 .631	HUMAN RESOURCES TOTAL	\$1,891.73
<u>FUND 10</u>	DEPT 120 - LEGAL SVCS.			
01-01255	INDEPENDENT MEDICAL EXAMS	PO0154480	WC/MEDICAL	\$177.62
	JP MORGAN CHASE		CHASE PAYMENT	\$63.54
	NORTHWEST SHREDDERS, LLC		SECURITY CONSOLE 3/19	\$40.00
	JDI DATA, CORPORATION		CLOUD HOSTING SERVICE 4/19	\$600.00
	EXPRESS SCRIPTS, INC. MCBRIDE ORTHOPEDIC HOSPITAL	PO0154588	•	\$289.23
	MCBRIDE ORTHOPEDIC HOSPITAL	PO0154508	WC/MEDICAL WC/MEDICAL	\$32.40 \$1,012.95
	ARENS,EDWARD C/O HALLEY, TALBOT &	PO0154542 PO0154507	•	\$1,012.93 \$441.38
	FIRSTCHOICE HEALTHCARE, P.C.	PO0154478	•	\$146.48
	MERRIFIELD OFFICE SUPPLY	PO0154450	•	\$50.64
01-13089	MERRIFIELD OFFICE SUPPLY	PO0154451	INK CARTRIDGES (3)	\$260.43
	PETTY CASH	PO0154639	REIMB/TRAVEL/WC COURT/C STEIN	\$113.10
	PETTY CASH	PO0154639	REIMB/TRAVEL/DIST 1 WORKSHOP/W FRAZEE	\$103.18
	OPFER, DAVID	PO0154418	WC/MEDICAL	\$317.36
01-33380	OPFER, DAVID	PO0154489	WC/MEDICAL LEGAL SVCS. TOTAL	\$317.36 <b>\$3,965.67</b>
			LUAL 3VC3. IUIAL	70,505,67

<u>FUND 10</u>	DEPT 140 - SAFETY			
	AUTRY VO-TECH CENTER JP MORGAN CHASE		SAFETY TRAINING 3/19 CHASE PAYMENT SAFETY TOTAL	\$240.00 \$98.55 <b>\$338.55</b>
<u>FUND 10</u>	DEPT 150 - PR/ETN/MARKETING			
01-01783	JP MORGAN CHASE	PO0154591	CHASE PAYMENT PR/ETN/MARKETING TOTAL	\$1,022.07 <b>\$1,022.07</b>
<u>FUND 10</u>	DEPT 200 - GENERAL GOVERNMENT			
01-05134 01-05342 01-16145 01-36830	JP MORGAN CHASE ENID NEWS & EAGLE PANKONIN, GEORGE PETTY CASH MAIN STREET ENID, INC. GARFIELD CO. LEGAL NEWS	PO0154540 PO0154643 PO0154634 PO0149577	CHASE PAYMENT PUBLICATIONS REIMB/TRAVEL/AETC LEADERS GROUP REIMB/FILING FEES LOCAL PROGRAM FUNDING 3/19 PUBLICATIONS GENERAL GOVERNMENT TOTAL	\$412.99 \$1,810.35 \$711.48 \$40.00 \$6,250.00 \$310.60 <b>\$9,535.42</b>
FUND 10	DEPT 210 - ACCOUNTING			
01-03053 01-13089 01-13089 01-16004	JP MORGAN CHASE NORTHWEST SHREDDERS, LLC MERRIFIELD OFFICE SUPPLY MERRIFIELD OFFICE SUPPLY PDQ PRINTING PETTY CASH	PO0154518 PO0154450 PO0154450	BINDERS (16) BUSINESS CARDS/A RADOMSKI	\$16.57 \$20.00 \$22.74 \$44.68 \$45.00 \$78.88 \$227.87
FUND 10	DEPT 220 - RECORDS & RECEIPTS			
01-01472 01-03053	STAPLES ADVANTAGE STAPLES ADVANTAGE NORTHWEST SHREDDERS, LLC MERRIFIELD OFFICE SUPPLY	PO0154453	LETTER TRAYS (8)/INK STAMP PAD SIGN HOLDERS (2) SECURITY CONSOLE 3/19 SORTKWIK RECORDS & RECEIPTS TOTAL	\$258.08 \$31.09 \$40.00 \$10.24 \$339.41
FUND 10	DEPT 250 - INFORMATION TECHNOLOGY			
01-01783	JP MORGAN CHASE	PO0154591	CHASE PAYMENT INFORMATION TECHNOLOGY TOTAL	\$531.91 <b>\$531.91</b>
FUND 10	DEPT 300 - COMMUNITY DEVELOPMENT			
	MERRIFIELD OFFICE SUPPLY PETTY CASH	PO0154450 PO0154635	INK CARTRIDGE REIMB/MEAL/MAPC MTG COMMUNITY DEVELOPMENT TOTAL	\$188.99 \$149.43 <b>\$338.42</b>

<u>FUND 10</u>	DEPT 350 - CODE ENFORCEMENT			
01-01783	JP MORGAN CHASE	PO0154591	CHASE PAYMENT	\$352.33
	RON'S MOWING SERVICE		MOW/411 E STATE	\$60.00
	RON'S MOWING SERVICE		MOW/415 E STATE	\$60.00
	NORTHWEST SHREDDERS, LLC		SECURITY CONSOLE 3/19	\$20.00
	NAPA AUTO PARTS-WAREHOUSE		WAREHOUSE PARTS 2/19	\$282.76
	DEAL LAWN CARE		CLEAN UP/401 W INDIANA	\$1,200.00
01-08022	HUGHES LUMBER CO., LLC	PO0154464		\$30.38
	PETTY CASH		REIMB/FILING FEES	\$88.00
01-80177	ALVARADO'S QUALITY MOWING	PO0154494	MOW/905 E ELM	\$50.00
01-80177	ALVARADO'S QUALITY MOWING	PO0154582	CLEAN UP/2413 E CHESTNUT	\$350.00
			CODE ENFORCEMENT TOTAL	\$2,493.47
<u>FUND 10</u>	DEPT 400 - ENGINEERING			
01-01472	STAPLES ADVANTAGE	PO0154453	PENS (12)	\$23.49
01-01783	JP MORGAN CHASE	PO0154591	CHASE PAYMENT	\$204.84
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0154626	WAREHOUSE PARTS 2/19	\$10.84
01-13089	MERRIFIELD OFFICE SUPPLY	PO0154450	MAILING ENVELOPES	\$9.62
	MERRIFIELD OFFICE SUPPLY	PO0154451		\$5.22
	PDQ PRINTING		BUSINESS CARDS/J OLI	\$45.00
01-49880	DELL MARKETING, LP	PO0153766	COMPUTERS (3)/MONITOR	\$6,178.72
			ENGINEERING TOTAL	\$6,477.73
FUND 10	DEPT 700 - PUBLIC WORKS MGMT			
				4
	J & P SUPPLY, INC.		TOWELS/LINERS/CLEANER	\$110.78
	JP MORGAN CHASE		CHASE PAYMENT	\$250.40
	SHERWIN-WILLIAMS CO., INC.		PAINT/JOINT COMPOUND	\$40.00
	LOWE'S HOME CENTERS, INC.		VANITY/MIRROR	\$229.05
	LOWE'S HOME CENTERS, INC. LOWE'S HOME CENTERS, INC.		CEILING TILES DOOR/BROOM/HOOK	\$82.08 \$20.97
01-30210	LOWE STICINE CENTERS, INC.	F00134330	PUBLIC WORKS MGMT TOTAL	\$733.28
FUND 10	DEPT 710 - FLEET MAINTENANCE			
01-00146	CINTAS CORPORATION LOC. 624	PO0154482	UNIFORM RENTALS (7)	\$53.12
01-01783	JP MORGAN CHASE	PO0154591	CHASE PAYMENT	\$612.24
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0154556	V347 PIN FASTENER	\$212.60
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0154626	WAREHOUSE PARTS 2/19	\$3,562.33
01-05320	SKYBITZ TANK MONITORING CORP	PO0154586	TANK MONITORING SERVICE 4/19	\$84.00
01-13017	MUNN SUPPLY, INC.	PO0154552	CYLINDER RENTAL	\$57.96
	MYERS TIRE SUPPLY, INC.	PO0154568	SENSORS (12)/IMPACT WRENCHES (2)	\$889.53
	PDQ PRINTING	PO0154585	• •	\$160.00
01-35300	UNIFIRST, INC.	PO0154569		\$343.12
			FLEET MAINTENANCE TOTAL	\$5,974.90
<u>FUND 10</u>	DEPT 730 - PARKS & RECREATION			
01-00146	CINTAS CORPORATION LOC. 624	PO0154482	UNIFORM RENTALS (16)	\$123.87
	CINTAS CORPORATION LOC. 624		UNIFORM RENTALS (15)	\$178.87
	JP MORGAN CHASE		CHASE PAYMENT	\$4,625.89
	CHILD'S PLAY, INC.	PO0153550		\$12,750.00
	NAPA AUTO PARTS-WAREHOUSE	PO0154626		\$294.31
	MUNN SUPPLY, INC.	PO0154477		\$33.72
	MUNN SUPPLY, INC.	PO0154552		\$16.10
	PDQ PRINTING	PO0154452		\$45.00
	PETTY CASH	PO0154635		\$39.98

01-30830	LOCKE SUPPLY, INC.	PO0154553	FITTINGS	\$19.35
01-50210	LOWE'S HOME CENTERS, INC.	PO0154544	NAILS	\$22.79
01-50210	LOWE'S HOME CENTERS, INC.	PO0154647	PAINT	\$132.52
01-59360	FASTENAL COMPANY	PO0154555	FITTINGS	\$1.51
01-80153	KINNUNEN, INC.	PO0154567	NITRILE GLOVES/NYLON TIES (700)	\$191.16
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0154470	NUTS/BOLTS/SCREWS	\$19.98
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0154471	U-BOLTS	\$5.96
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0154551	RAKES (2)/SAW BLADES (8)	\$52.76
			PARKS & RECREATION TOTAL	\$18,553.77
FUND 10	DEDT 740 CERMINER & ROADWAY MAINE			
FUND 10	DEPT 740 - STRMWTR & ROADWAY MAINT.			
01-00146	CINTAS CORPORATION LOC. 624	PO0154482	UNIFORM RENTALS (16)	\$280.92
01-00146	CINTAS CORPORATION LOC. 624	PO0154554	UNIFORM RENTALS (16)	\$140.46
	J & P SUPPLY, INC.	PO0154558	NITRILE GLOVES/TISSUE/CLEANER	\$195.75
	JP MORGAN CHASE	PO0154591	CHASE PAYMENT	\$1,472.56
	BB MACHINE & SUPPLY, INC.	PO0154520		\$36.12
	FOUR J'S TIRE SERVICE, LLC		V162 TIRES (2)	\$1,156.00
	NAPA AUTO PARTS-WAREHOUSE		WAREHOUSE PARTS 2/19	\$2,388.22
	ENID GLASSWORKS, INC.		V114 WINDOW	\$306.22
	MUNN SUPPLY, INC.		CYLINDER RENTAL	\$16.10
	O'REILLY AUTO PARTS, INC. STEVENS FORD, INC.	PO0154514	V105 BRACKET	\$66.99 \$67.06
	LOCKE SUPPLY, INC.		V570 SPRAY RIG REPAIR	\$20.98
	P & K EQUIPMENT, INC.		V583 SEALS (2)	\$53.44
	P & K EQUIPMENT, INC.		V571 EXHAUST PIPE	\$178.90
	P & K EQUIPMENT, INC.		V585 LOCK PIN/SEAL	\$207.72
	P & K EQUIPMENT, INC.		V583 PAN/SEALS (10)/U-JOINTS (2)	\$1,076.34
	P & K EQUIPMENT, INC.		V573 MOWER REPAIR	\$1,622.94
01-33210	P & K EQUIPMENT, INC.	PO0154600	V583 CLUTCH	\$1,042.09
01-56300	TRUCK PRO, INC.	PO0154445	V135 TARP	\$124.22
01-59360	FASTENAL COMPANY	PO0154513	V586 BOLTS	\$5.12
01-59360	FASTENAL COMPANY	PO0154555	V583/V585 BOLTS/FASTENERS	\$35.41
	LOGAN COUNTY ASPHALT COMPANY		PROLINE PATCH	\$1,803.30
	KINNUNEN, INC.		SAFETY GLASSES (12)/VESTS (10)	\$41.88
01-80246	ATWOODS	PO0154461	V570 HOSE CLAMPS/TEE	\$11.75
			STRMWTR & ROADWAY MAINT. TOTAL	\$12,350.49
<u>FUND 10</u>	DEPT 750 - TECHNICAL SERVICES			
01-00146	CINTAS CORPORATION LOC. 624	PO0154482	UNIFORM RENTALS (16)	\$117.57
	CINTAS CORPORATION LOC. 624		UNIFORM RENTALS (16)	\$117.57 \$117.57
	JP MORGAN CHASE		CHASE PAYMENT	\$4,339.68
	ENID EYE OPTICAL, INC.		SAFETY GLASSES/F SWEET	\$131.00
	NAPA AUTO PARTS-WAREHOUSE		WAREHOUSE PARTS 2/19	\$1,045.69
01-04847	STARR LUMBER CO., INC.	PO0154587	WOOD GLUE	\$5.23
01-13017	MUNN SUPPLY, INC.	PO0154552	CYLINDER RENTAL	\$3.22
01-16145	PETTY CASH	PO0154635	REIMB/CDL LICENSE RENEW/D SMITH	\$56.50
01-22001	VULCAN, INC.	PO0154570	SIGN BLANKS (158)	\$1,511.91
01-59360	FASTENAL COMPANY	PO0154555	NUTS/BOLTS	\$34.82
			TECHNICAL SERVICES TOTAL	\$7,363.19
<u>FUND 10</u>	DEPT 900 - LIBRARY			
01 00702	ONESOURCE MANAGED SERVICES	DO0154505	COPIER USAGE 3/19	\$762.94
	ONESOURCE MANAGED SERVICES JP MORGAN CHASE		CHASE PAYMENT	\$8,011.08
	NORTHWEST SHREDDERS, LLC		SECURITY CONSOLE 3/19	\$40.00
	OCLC ONLINE COMPUTER LIBRARY CENTE		ONLINE CATALOG SUBSCRIPTION 3/19	\$1,303.60
	MIDWEST TAPE, LLC		LIBY19-01 ANNUAL HOOPLA RENEW	\$5,000.00
				• •

01-13089 01-16145	MERRIFIELD OFFICE SUPPLY MERRIFIELD OFFICE SUPPLY PETTY CASH ACTSHON PEST CONTROL		·	\$28.59 \$239.94 \$133.40 \$30.00 <b>\$15,549.55</b>
FUND 10	DEPT 955 - CAPITAL ASSETS & PROJECTS			
01-05303	S & S COATING, LLC	PO0154519	M-1713A POWDER COAT POSTS (12) CAPITAL ASSETS & PROJECTS TOTAL	\$900.00 <b>\$900.00</b>
<u>FUND 12</u>	DEPT 125 - SPECIAL PROJECT			
01-04980	ORION SYSTEMS	PO0154539	ANNUAL MRP LICENSE RENEW SPECIAL PROJECT TOTAL	\$2,895.00 <b>\$2,895.00</b>
FUND 14	DEPT 145 - HEALTH FUND			
01-05570 01-05789	CENTRAL NATIONAL BANK CENTER PAYFLEX SYSTEMS USA, INC BMI AUDIT SERVICES FOCUS INSTITUTE, INC.	PO0154510 PO0152124	COE HEALTH FAIR/CATERING FSA/DEP ACCOUNT FEES 3/19 MEDICAL/PRESCRIPTION CLAIMS AUDIT EAP SERVICES 3/19 HEALTH FUND TOTAL	\$1,081.04 \$363.40 \$12,824.27 \$1,233.33 <b>\$15,502.04</b>
<u>FUND 20</u>	DEPT 205 - AIRPORT			
01-01783 01-03122 01-04684 01-05611 01-05637 01-05637 01-05964	J & P SUPPLY, INC. JP MORGAN CHASE CROWN PRODUCTS, INC. OROSCO, NANCY RSM DEVELOPMENT, INC. WESTERN MARKETING, INC WESTERN MARKETING, INC SUTTON AGRICULTURAL ENTERPRISES WING AERO PRODUCTS, INC.	PO0154472 PO0154506	CHASE PAYMENT SWITCH/CABLES (50) JANITORIAL SERVICE 3/19 A-1701B TERMINAL CONSTRUCTION OIL/ST OIL/ST BIRD DETERRENT	\$65.78 \$348.81 \$214.98 \$187.50 \$116,083.35 \$994.26 \$184.03 \$90.00 \$24.10 \$118,192.81
<u>FUND 22</u>	DEPT 000 - GOLF STOCK			
01-05240 01-05240 01-05240 01-05241 01-05241	ACUSHNET COMPANY ACUSHNET COMPANY ACUSHNET COMPANY ACUSHNET COMPANY CALLAWAY GOLF SALES CO CALLAWAY GOLF SALES CO CALLAWAY GOLF SALES CO CALLAWAY GOLF SALES CO	PO0154449 PO0154543 PO0154596 PO0154454 PO0154488 PO0154610 PO0154621	PRO SHOP/ST GOLF STOCK TOTAL	\$1,312.78 \$260.49 \$2,188.86 \$3,390.79 \$701.68 \$209.22 \$166.66 \$789.45 \$9,019.93
FUND 22	DEPT 225 - GOLF			
01-01783 01-02539 01-05160 01-05160	HOT SHOT POWER WASHING, INC. JP MORGAN CHASE BWI COMPANIES, INC. VGM FINANCIAL SERVICES VGM FINANCIAL SERVICES LEAGUE, MICHAEL	PO0154447 PO0154591 PO0154547 PO0150447 PO0150443 PO0154644	CLEAN/DEGREASE/KITCHEN EXHAUST CHASE PAYMENT FERTILIZER UTILITY TRUCK LEASE 4/19 GREENS MOWER LEASE 4/19 REIMB/ADVERTISEMENT	\$425.00 \$347.94 \$1,019.00 \$365.95 \$690.60 \$500.00

01-33210 01-38030 01-50210 01-65460	MUNN SUPPLY, INC.  P & K EQUIPMENT, INC.  DAL SECURITY, INC.  LOWE'S HOME CENTERS, INC.  ACTSHON PEST CONTROL  JESCO PRODUCTS, INC.	PO0154477 PO0154473 PO0154609 PO0154463 PO0154581 PO0154599	PLUG (3) MONTHLY MONITORING 2/19-3/19	\$6.44 \$116.04 \$182.00 \$106.29 \$75.00 \$2,073.15 <b>\$5,907.41</b>
<u>FUND 30</u>	DEPT 305 - STREET & ALLEY			
	CIMARRON CONSTRUCTION COMPANY ROBERTS, RAYMOND S.	PO0153324 PO0153684	W-1801C2 WATERLINE RELOCATION R-1801A EASEMENT/W HARVARD STREET & ALLEY TOTAL	\$32,680.80 \$1,500.00 <b>\$34,180.80</b>
<u>FUND 31</u>	DEPT 230 - UTILITY BILLING			
01-03053 01-04319 01-05192 01-05782	JP MORGAN CHASE NORTHWEST SHREDDERS, LLC NAPA AUTO PARTS-WAREHOUSE JAMES FIELDS & ASSOCIATES EXPRESS EMPLOYMENT PROFESSIONALS ROSE STATE COLLEGE	PO0154518 PO0154626 PO0153675 PO0154545	CHASE PAYMENT SECURITY CONSOLE 3/19 WAREHOUSE PARTS 2/19 BILLING/CUT OFF PAPER TEMP EMPLOYEE D WATER OPERATOR CLASS/S GRAINGER UTILITY BILLING TOTAL	\$127.42 \$20.00 \$10.15 \$3,529.80 \$560.01 \$202.00 <b>\$4,449.38</b>
FUND 31	<u>DEPT 315 - E.M.A.</u>			
01-02891	BANK OF OKLAHOMA, N.A.	PO0154620	2019 OWRB FAP-19-0002-L E.M.A. TOTAL	\$750.00 <b>\$750.00</b>
<u>FUND 31</u>	DEPT 760 - SOLID WASTE SERVICES			
01-00146 01-00159 01-00838 01-01075 01-01317 01-01783 01-02021 01-02243 01-03253 01-03253	CINTAS CORPORATION LOC. 624 CINTAS CORPORATION LOC. 624 UNITED STATES GYPSUM COMPANY SUMMIT TRUCK GROUP OF OKLAHOMA SUMMIT TRUCK GROUP OF OKLAHOMA ENID HEART CENTER, PC WOOD, JOE JP MORGAN CHASE B'S QUALITY DOOR, INC. BB MACHINE & SUPPLY, INC. YELLOWHOUSE MACHINERY COMPANY YELLOWHOUSE MACHINERY COMPANY YELLOWHOUSE MACHINERY COMPANY	PO0149832 PO0154564 PO0154607 PO0154479 PO0154605 PO0154591 PO0154560 PO0154583	SHOP TOWEL SERVICE CRUSHER RUN V246 WIRING REPAIR V246 ENGINE REPAIR WC/MEDICAL WC/TRAVEL REIMB CHASE PAYMENT SERVICE CALL/GARAGE DOOR V212 HYDRAULIC HOSE V261 SCRAPERS (10)/PLATES (10)	\$86.22 \$41.84 \$1,343.50 \$932.76 \$1,349.40 \$27.84 \$2,365.57 \$970.49 \$100.00 \$237.41 \$1,978.86 \$632.21 \$780.85
01-03253 01-04319 01-04560 01-05066 01-05207 01-05207 01-05599 01-05637 01-05649 01-05878 01-13017	YELLOWHOUSE MACHINERY COMPANY NAPA AUTO PARTS-WAREHOUSE DOCUGUARD BRUCKNER TRUCK SALES, INC. BRUCKNER TRUCK SALES, INC. EMPIRE FINANCIAL, LLC EMPIRE FINANCIAL, LLC ARVEST BANK WESTERN MARKETING, INC REHRIG PACIFIC COMPANY NEDLAND INDUSTRIES INC. MUNN SUPPLY, INC. PETTY CASH	PO0154608 PO0154626 PO0150434 PO0154565 PO0150622 PO0150623 PO0149579 PO0154457 PO0154059 PO0153416 PO0154535 PO0154642	V261 HYDRAULIC HOSE WAREHOUSE PARTS 2/19 RECYCLING CONTRACT 2/19 V219 BRAKE REPAIR V227 ELECTRICAL REPAIR TRASH TRUCK LEASE 4/19 TRASH TRUCK LEASE 4/19 TRASH TRUCK LEASE (3) 4/19 DEF FLUID/ALL VEHICLES POLYCARTS (702) REAR LOAD DUMPSTERS (10) CYLINDER RENTAL	\$1,683.24 \$12,980.92 \$944.06 \$72.90 \$156.01 \$9,466.89 \$5,052.27 \$14,511.04 \$309.24 \$35,295.00 \$5,945.00 \$25.76 \$75.50

01-18057	ROSE STATE COLLEGE	PO0154456	A/B WATER OPER CLASS/S MORRIS	\$358.00
	SHERWIN-WILLIAMS CO., INC.		PAINT/TRAY/LINERS	\$219.98
	ENID FLORAL & GIFTS		FLORAL ARRANGEMENT	\$44.95
		PO0154563		
	B-K PROPANE, INC.			\$894.15
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PU0154551	ROPE/TAPE	\$35.98
			SOLID WASTE SERVICES TOTAL	\$99,331.92
ELIND 21	DEPT 785 - PUBLIC UTILITIES MGMT			
10ND 31	DEFT 785 - FORLIC OTHER ISSUED			
01-01338	J & P SUPPLY, INC.	PO0154512	TOWELS/LINERS/CLEANER	\$110.78
01-01783	JP MORGAN CHASE	PO0154591	CHASE PAYMENT	\$2,759.17
01-04116	DOWNTOWN THREADS	PO0154562	SHIRT LOGOS (5)/A RODGERS	\$23.75
01-04853	MINTZ, LOUIS	PO0154474	REIMB/TRAVEL/PUB UTILTIES MGR CLASS	\$536.31
01-16145	PETTY CASH	PO0154642	RIEMB/TRAVEL/FACILITY TOUR/L MINTZ	\$7.50
01-19004	SHERWIN-WILLIAMS CO., INC.	PO0154483	PAINT/JOINT COMPOUND	\$39.99
01-19004	SHERWIN-WILLIAMS CO., INC.	PO0154566	TAPE/JOINT COMPOUND/LINERS (10)	\$64.62
01-50210	LOWE'S HOME CENTERS, INC.	PO0154460	VANITY/MIRROR	\$229.04
01-50210	LOWE'S HOME CENTERS, INC.	PO0154524	CEILING TILES	\$82.08
01-50210	LOWE'S HOME CENTERS, INC.	PO0154590	DOOR/BROOM/HOOK	\$20.97
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0154551	SCREWS/CASTER CUPS (2)	\$20.26
			PUBLIC UTILITIES MGMT TOTAL	\$3,894.47
ELIND 21	DEPT 790 - WATER PRODUCTION			
FOND 31	DEPT 750 - WATER PRODUCTION			
01-00146	CINTAS CORPORATION LOC. 624	PO0154482	UNIFORM RENTALS (7)	\$61.40
01-00146	CINTAS CORPORATION LOC. 624	PO0154554	UNIFORM RENTALS (7)	\$61.40
01-00217	SIDENER ENVIRONMENTAL SERVICES INC	PO0154561	VACUUM REGULATOR KITS (4)	\$728.19
01-01783	JP MORGAN CHASE	PO0154591	CHASE PAYMENT	\$41.47
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0154626	WAREHOUSE PARTS 2/19	\$337.83
01-05915	AT&T (WATER WELLS)	PO0154627	MONTHLY SERVICE 11/18	\$311.60
01-08022	HUGHES LUMBER CO., LLC	PO0154464	WOOD SCREWS (48)	\$4.32
01-13017	MUNN SUPPLY, INC.	PO0154535	CYLINDER RENTAL	\$19.32
01-15083	OK CONTRACTORS SUPPLY	PO0154529	BACKFLOW PREVENTER (4)	\$1,980.00
01-19047	AT & T	PO0154502	MONTHLY SERVICE 3/19	\$198.08
01-33210	P & K EQUIPMENT, INC.	PO0154606	V309 WIRING REPAIR	\$1,224.95
01-49470	CLAY'S COLLISION CENTER	PO0153025	V212 DAMAGE REPAIR	\$4,415.53
01-59250	USA BLUEBOOK	PO0154623	PIPETTE BULBS (3)	\$74.75
01-59360	FASTENAL COMPANY	PO0154555	NUTS/BOLTS	\$78.12
01-61010	B-K PROPANE, INC.	PO0154459	PROPANE	\$596.60
01-79980	PIONEER BUSINESS SOLUTION	PO0154467	MONTHLY SERVICE 3/19	\$205.92
01-79980	PIONEER BUSINESS SOLUTION	PO0154624	MONTHLY SERVICE 4/19	\$81.13
01-80258	BRENNTAG SOUTHWEST, INC.	PO0149574	CHLORINE	\$1,863.80
			WATER PRODUCTION TOTAL	\$12,284.41
FUND 31	DEPT 795 - UTILITY MAINTENANCE			
01-01783	JP MORGAN CHASE	PO0154591	CHASE PAYMENT	\$1,783.05
	DOLESE BROTHERS CO., INC.	PO0154537	CRUSHER RUN	\$166.05
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0154626	WAREHOUSE PARTS 2/19	\$4,559.97
01-05005	ENID CONCRETE CO., INC.	PO0154468	CONCRETE	\$219.31
01-05782	EXPRESS EMPLOYMENT PROFESSIONALS	PO0154622	TEMP EMPLOYEES (3)	\$3,005.36
01-13017	MUNN SUPPLY, INC.	PO0154469	CYLINDER RENTAL	\$8.40
	MUNN SUPPLY, INC.	PO0154535	CYLINDER RENTAL	\$45.08
01-15083	OK CONTRACTORS SUPPLY	PO0154455		\$480.00
01-15083	OK CONTRACTORS SUPPLY	PO0154529	COMPRESSION FITTINGS	\$1,360.00
	PETTY CASH	PO0154641	•	\$300.00
	PETTY CASH	PO0154641		\$134.56
	WAY OUT WEST	PO0154557	•	\$149.95
01-80246	ATWOODS	PO0154462	•	\$149.99
			UTILITY MAINTENANCE TOTAL	\$12,361.72

FUND 31	DEPT 799 - WASTEWATER PLANT MGMT			
01-02141	ACCURATE, INC. BIO-AQUATIC TESTING, INC. NAPA AUTO PARTS-WAREHOUSE	PO0154458	SAMPLE ANALYSIS SAMPLE ANALYSIS WAREHOUSE PARTS 2/19 WASTEWATER PLANT MGMT TOTAL	\$1,230.00 \$1,980.00 \$1,360.16 <b>\$4,570.16</b>
FUND 32	<u>DEPT 325 - E.E.D.A.</u>			
01-02687	RETAIL ATTRACTIONS, LLC	PO0150128	PROFESSIONAL SERVICE 3/19 E.E.D.A. TOTAL	\$4,500.00 <b>\$4,500.00</b>
<u>FUND 33</u>	<b>DEPT 335 - V.D.A.</b>			
01-00223	COOPER, MICHAEL G. COOPER, MICHAEL G. COOPER, MICHAEL G.	PO0154593	REIMB/PHONE SERVICE 3/19 REIMB/LODGING/AIR SPACE BILL VDA CONSULTING FEES 3/19 V.D.A. TOTAL	\$65.74 \$187.00 \$10,000.00 <b>\$10,252.74</b>
<u>FUND 40</u>	DEPT 405 - CAPITAL IMPROVEMENT			
01-05639	CABBINESS ENGINEERING, LLC HORIZON ENGINEERING GROUP, P.C. LUCKINBILL, INC.	PO0151085	P-1911A MEADOWLAKE CROSSING M-1801A LANDFILL DESIGN R-1805A GAS LINE TEST/RANDOLPH CAPITAL IMPROVEMENT TOTAL	\$12,481.25 \$1,513.00 \$2,000.00 <b>\$15,994.25</b>
FUND 42	DEPT 425 - SANITARY SEWER FUND			
01-12007	LUCKINBILL, INC.	PO0148380	S-1704A POINT REPAIR PROGRAM  SANITARY SEWER FUND TOTAL	\$33,353.78 <b>\$33,353.78</b>
<u>FUND 43</u>	DEPT 435 - STORMWATER FUND			
01-05081	BEVERAGES CONSTRUCTION, LLC.	PO0148385	F-1803C DETENTION FACILITY STORMWATER FUND TOTAL	\$88,350.00 <b>\$88,350.00</b>
<u>FUND 44</u>	DEPT 445 - WATER CAP. IMPROVEMENT FUND			
01-12007	LUCKINBILL, INC.	PO0148808	W-1802C2 SURGE TANK REHAB	\$9,868.46
	ROBERT F MEADE VIVIAN K MERTZ	PO0154419 PO0154440	W-1912R2 DAMAGES W-1912R2 DAMAGES	\$1,264.00 \$4,620.00
	PHILIP A LIEBER		W-1912R2 DAMAGES	\$13,250.00
	BDJ FARMS, LLC		W-1912R1 WATERLINE EASEMENT	\$4,400.00
	SHIRLEY A KLINGER		W-1912R1 WATERLINE EASEMENT	\$9,825.00
	PONCA CITY UTILITY AUTHORITY CHRIS ODENWALD	PO0154424 PO0154425	W-1912R1 WATERLINE EASEMENT W-1912R3 WATERLINE EASEMENT	\$15,150.00 \$4,600.00
	SAM CASE		W-1912R3 WATERLINE EASEMENT	\$19,150.00
	RUTH WILLIAMS	PO0154427		\$10,625.00
	CURBY-BLAKE FAMILY REV LIVING TRUST	PO0154428		\$10,625.00
	RICHARD L SPRINGER		W-1912R3 WATERLINE EASEMENT	\$14,300.00
	RUTH WILLIAMS LARRY K KEINHOLZ		W-1912R3 WATERLINE EASEMENT W-1912R3 WATERLINE EASEMENT	\$7,050.00 \$11,275.00
	LARRY K KEINHOLZ		W-1912R3 WATERLINE EASEMENT	\$11,350.00
	MAXIE D ODENWALD	PO0154433		\$14,950.00
01-05959	BARRY LANE	PO0154434	W-1912R3 WATERLINE EASEMENT	\$20,925.00

01-05961 01-05962	DONAL F HEIMBACH BLANCH PHILLIPS JUNE PELLETIER VICKIE L RAPP	PO0154436 PO0154437	W-1912R3 WATERLINE EASEMENT W-1912R3 WATERLINE EASEMENT W-1912R3 WATERLINE EASEMENT W-1912R3 WATERLINE EASEMENT WATER CAP. IMPROVEMENT FUND TOTAL	\$20,825.00 \$3,775.00 \$3,775.00 \$14,225.00 <b>\$225,827.46</b>
FUND 50	DEPT 505 - 911			
01-01783	JP MORGAN CHASE	PO0154591	CHASE PAYMENT	\$78.88
01-66190	AT&T	PO0154598	MONTHLY SERVICE 3/19 911 TOTAL	\$1,540.11 <b>\$1,618.99</b>
<u>FUND 51</u>	DEPT 515 - POLICE			
01-00232	LYLE'S BODY SHOP, INC	PO0154618	V2090 PAINT/BODY REPAIR	\$322.20
01-00916	BAYSINGER POLICE SUPPLY	PO0150266	UNIFORMS (79)	\$996.64
01-01472	STAPLES ADVANTAGE	PO0154611	INK CARTRIDGE/COPY PAPER/STAPLES	\$98.37
	B & B LAWN CARE		LAWN SERVICE 3/19	\$240.00
	JP MORGAN CHASE		CHASE PAYMENT	\$777.54
	AT&T MOBILITY		MONTHLY SERVICE 3/19	\$3,120.40
	AQUA EXPRESS NORTH, LLC NORTHWEST SHREDDERS, LLC		CAR WASHES (19) SECURITY CONSOLE 3/19	\$76.00 \$100.00
	EXPRESS SCRIPTS, INC.		WC/MEDICAL/J ALLISON	\$65.52
	OK DEPT. OF PUBLIC SAFETY		OLETS USER FEE 2/19	\$350.00
01-04319	NAPA AUTO PARTS-WAREHOUSE		WAREHOUSE PARTS 2/19	\$2,199.93
01-05007	LAW ENFORCEMENT PSYCH SVS	PO0154614	PSYCH TEST/REPORT (2)	\$400.00
01-05519	WILLSON, DEBBIE M	PO0154465	WC/MEDICAL/D WILLSON	\$7.50
	PETTY CASH		REIMB/VEHICLE TAGS (12)	\$533.00
	GROOM CLOSET		K9 DOG FOOD	\$36.13
	LOWE'S HOME CENTERS, INC.		VALVES (3)/SAW BLADE KIT	\$41.72
	J.P. COOKE COMPANY ACTSHON PEST CONTROL		2019 PET LICENSES (2400) PEST CONTROL 3/19	\$479.60 \$90.00
	SIGN SHACK THE		V2078/V2082/V2050 DECALS (9)	\$3,025.00
01 / 5250		. 0010 .007	POLICE TOTAL	\$12,959.55
FUND 60	<u>DEPT 605 - E.E.C.C.H.</u>			
01-01783	JP MORGAN CHASE	PO0154591	CHASE PAYMENT	\$48.98
01-04656	CENTERPOINT ENERGY SERVICES, INC.	PO0154625	MONTHLY SERVICE 2/19	\$1,656.60
01-05937	PODIUM PROS	PO0154225	PODIUMS (2)	\$3,269.75
	OK NATURAL GAS		MONTHLY SERVICE 2/19	\$1,062.81
01-80045	CHISHOLM TRAIL EXPO CENTER	PO0154594	HOTEL TAX 2/19 E.E.C.C.H. TOTAL	\$39,759.02 <b>\$45,797.16</b>
FUND 65	<u>DEPT 655 - FIRE</u>			
04 00701	INTERCTATE ALL DATTERY CONTER INC	D00454570	\(\dot{4.033.p.attery\(\dot{2}\)	ÁF22 72
	INTERSTATE ALL BATTERY CENTER, INC SUMMIT TRUCK GROUP OF OKLAHOMA	PO0154578 PO0154577	V1023 BATTERY (2) BROOM/BRUSH/HANDLE	\$523.78 \$32.13
01-00858		PO0154377	, ,	\$8,406.40
	J & P SUPPLY, INC.	PO0154640		\$808.76
	JP MORGAN CHASE		CHASE PAYMENT	\$1,514.58
	A W BRUEGGEMANN CO., INC.		V1040 NUTS/BOLTS	\$66.07
01-02021	B'S QUALITY DOOR, INC.	PO0154576	GARAGE DOOR REPAIR/STA 1	\$451.14
01-02082	AT&T MOBILITY	PO0154571	MONTHLY SERVICE 2/19	\$313.30
	CONRAD FIRE EQUIP., INC.		FILTER/BEZEL/TAGS/VALVES	\$335.18
	RK BLACK, INC.	PO0154579	•	\$66.53
	LOWERY & ASSOCIATES, INC. ENDEX OF OKLAHOMA. INC.		WC/TRANSCRIPT/J MCALISTER FIRE MONITOR REPAIR	\$54.00 \$220.00
	MID-AMERICA WHOLESALE, INC.		COFFEE FILTERS	\$220.00 \$26.48
01 13143		. 50154575	3321161613	<b>720.</b> ₹0

01-19004	SHERWIN-WILLIAMS CO., INC.	PO0154574	PAINT/BRUSHES (24)	\$665.54
01-19235	SOUTHWEST TRUCK PARTS, INC.	PO0154595	V1029 WIPER BLADES (2)	\$20.68
01-19235	SOUTHWEST TRUCK PARTS, INC.	PO0154595	V1034 PIPE	\$24.64
01-19235	SOUTHWEST TRUCK PARTS, INC.	PO0154595	V1040 BRAKES (2)/SEAL/AXLE REPAIR	\$1,178.51
01-50210	LOWE'S HOME CENTERS, INC.	PO0154573	DRILL BITS/LUMBER/LOCK	\$67.66
01-79980	PIONEER BUSINESS SOLUTION	PO0154572	MONTHLY SERVICE 3/19	\$29.73
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0154638	ICE CHEST/OIL/BUSHING/FITTINGS	\$203.93
			FIRE TOTAL	\$15,009.04
<u>FUND 82</u>	DEPT 825 - CLEET			
01-02587	OK BUREAU OF NARCOTICS	PO0154415	MONTHLY REIMB 2/19	\$5.00
01-03274	CLEET	PO0154417	MONTHLY REIMB 2/19	\$4,915.05
01-55470	OK STATE BUREAU INVESTIGATION	PO0154416	MONTHLY REIMB 2/19 AFIS	\$4,739.88
01-55470	OK STATE BUREAU INVESTIGATION	PO0154416	MONTHLY REIMB 2/19 FORENSIC	\$4,541.19
			CLEET TOTAL	\$14,201.12
				_
<u>FUND 99</u>	<u>DEPT 995 - EPTA</u>			
01-01783	JP MORGAN CHASE	PO0154591	CHASE PAYMENT	\$39.78
01-02018		PO0154604	WC/MEDICAL	\$1,763.18
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0154626	WAREHOUSE PARTS 2/19	\$355.00
01-05187	LOWERY & ASSOCIATES, INC.	PO0154509	WC/TRANSCRIPT	\$138.00
	ACTSHON PEST CONTROL	PO0154525	PEST CONTROL 3/19	\$90.00
			EPTA TOTAL	\$2,385.96
				, ,,,,,,,,,

#### COMBINED BREAKDOWN OF TOTALS

EMA	\$137,642.06
EEDA	\$4,500.00
EPTA	\$2,385.96
REMAINING FUNDS	\$852,606.87
TOTAL CLAIMS	\$997,134.89

FUND 10	DEPT 100 - ADMINISTRATIVE	SERVICES		
	AT&T*PREMIER EBIL	PO0154591	IPAD DATA PLAN 3/19	99.45
	HOBBY-LOBBY #0008	PO0154591	APPRECIATION PLAQUES (3)	624.51
	SQU*SQ *SLATER MECHANI	PO0154591	SERVICE CALL/PROGRAM CONTROLLER	240.00
	UPS (800) 811-1648	PO0154591	SHIPPING FEES	22.20
	,		ADMINISTRATIVE SERVICES TOTAL	986.16
			ADMINISTRATIVE SERVICES TOTAL	300.10
FUND 10	DEPT 110 - HUMAN RESOUR	<u>CES</u>		
	ACADEMY SPORTS #271	PO0154591	RETIREMENT GIFT CARD	370.00
	INDEED	PO0154591	ACTIVE RECRUITING MONTHLY FEE	100.00
	LOWES #00205*	PO0154591	RETIREMENT GIFT CARD	380.00
	VIP NAILS AND SPA	PO0154591	RETIREMENT GIFT CARD	160.00
			HUMAN RESOURCES TOTAL	1,010.00
			TOWAR RESOURCES TOTAL	1,010.00
FUND 10	DEPT 120 - LEGAL SERVICES	6		
	HECTOR'S Y AMIGOS MEXI	PO0154591	MEAL (2)/OMCCA CONF	24.00
	OKCOUNTYRECORDS.COM	PO0154591	OKCOUNTYRECORDS.COM MONTHLY SUBSCRIPTION	10.00
	WAL-MART #4390	PO0154591	COFFEE	29.54
			LECAL SERVICES TOTAL	C2 E4
			LEGAL SERVICES TOTAL	63.54
FUND 10	DEPT 140 - SAFETY			
	AT&T*BILL PAYMENT	PO0154591	IPAD DATA PLAN 3/19	33.24
	J DONUTS	PO0154591	MEAL (12)/SAFETY REP MEETING	22.27
	KINNUNEN SALES AND REN	PO0154591	HARD HAT/SAFETY GLASSES	23.05
	STAPLES 00106633	PO0154591	HDMI ADAPTER	19.99
			045577.70741	
			SAFETY TOTAL	98.55
FUND 10	DEPT 150 - PR/ETN/MARKET	ING		
1 0112 10	AT&T*PREMIER EBIL	PO0154591	IPAD DATA PLAN 3/19	16.57
	B&H PHOTO MOTO	PO0154591	MICROPHONE BOOM/MIC	577.22
	CAESARS PLACE ADV RSVN	PO0154591	LODGING (2)/NAB CONF	282.32
	LOCATION SOUND CORP	PO0154591	MIC BROADCAST EQUIPMENT ETN	145.96
			PR/ETN/MARKETING TOTAL	1,022.07
FUND 40	DEDT 200 CENERAL COVE	DAIMENT		
<u> </u>	DEPT 200 - GENERAL GOVER		CAVEL	40.00
	AMZN MKTP US*MW16G6EP0	PO0154591	GAVEL	19.98
	JIMMY JOHNS - 2187	PO0154591	MEAL/COMMISSION MTG	231.75
	MCALISTER'S DELI 727	PO0154591	MEAL (15)/KAW LAKE ADVISORY MTG	161.26
			GENERAL GOVERNMENT TOTAL	412.99
<u>FUND 10</u>	DEPT 210 - ACCOUNTING			
	AT&T*PREMIER EBIL	PO0154591	IPAD DATA PLAN 3/19	16.57
			ACCOUNTING TOTAL	16.57

FUND 10	DEPT 250 - INFORMATION T	ECHNOLOGY		
	AMZN MKTP US*MI4Z75IQ2	PO0154591	ADHESIVE HOOKS	16.58
	AT&T*PREMIER EBIL	PO0154591	IPAD DATA PLAN 3/19	16.57
	COLOR ID	PO0154591	ID BADGES	336.12
	PAYPAL *FACTORYOUTL	PO0154591	PHONE HEADSET	114.95
	PAYPAL *KEITH COVEY	PO0154591	RAM MOUNT DESKTOP CHARGER	25.59
	STUART C IRBY	PO0154591	WALL PLATES	1.65
	WM SUPERCENTER #499	PO0154591	COFFEE/SUGAR	20.45
			INFORMATION TECHNOLOGY TOTAL	531.91
FUND 10	DEPT 350 - CODE ENFORCE	MENT		
	4TE*ADVANCED WATER SOL	PO0154591	WATER COOLER RENTAL	113.95
	AMZN MKTP US*MW1OY6OD2	PO0154591	POP UP CANOPY	119.95
	AT&T*PREMIER EBIL	PO0154591	TABLET DATA PLAN 3/19	111.94
	WALGREENS #5531	PO0154591	CARPET CLEANER	6.49
			CODE ENFORCEMENT TOTAL	352.33
FUND 10	DEPT 400 - ENGINEERING			
10110 10	AMZN MKTP US*MW10J5TV1	PO0154591	CASES/SCREEN PROTECTORS	52.84
	BD OF RFPE & LAND SURV	PO0154591	PE RENEWAL/J UNRUH	152.00
			ENGINEEDING TOTAL	204.94
			ENGINEERING TOTAL	204.84
FUND 10	DEPT 700 - PUBLIC WORKS	MGMT		
1 0110 10	029 BRAUMS STORE	PO0154591	MEAL (42)/DEDT MEETING	35.94
	AT&T*BILL PAYMENT	PO0154591 PO0154591	MEAL (12)/DEPT MEETING IPAD DATA PLAN 3/19	58.12
	ENID WINNELSON CO	PO0154591	GRID STRAINER/CLOSET SPUD	86.34
	HOBBY-LOBBY #0008	PO0154591	TABLE	70.00
	110221 20221 #0000	1 00104001	TABLE	70.00
			PUBLIC WORKS MGMT TOTAL	250.40
FUND 10	DEPT 710 - FLEET MGMT			
	AMAZON.COM*MI6TO4RU0	PO0154591	SAFETY EQUIPMENT BACKPACKS	188.65
	AMAZON.COM*MW0WP5C50	PO0154591	LOCK OUT-TAG OUT STEERING WHEEL COVERS	90.32
	DOUBLE CHECK ENID OK	PO0154591	FUEL HOSE	200.02
	INDUSTRIAL MATERIALS	PO0154591	LOCKSET	96.75
	STEVENS FORD	PO0154591	V638 SEALANT	21.86
	WM SUPERCENTER #4390	PO0154591	BACKPACK HOOKS	14.64
			FLEET MGMT TOTAL	612.24
FUND 10	DEPT 730 - PARKS & RECRE	EATION		
ו טוזט וט	ACE HDWE	PO0154591	NUTS/EXTENSIONS	40.23
	ALBRIGHT STEEL WIRE EN	PO0154591 PO0154591	20 FOOT POLES (4)/SCOREBOARD PIPE	1,318.20
	AMAZON PRIME	PO0154591	AMAZON PRIME	119.00
	AMAZON T KIME AMAZON.COM*MW4717CP1	PO0154591	LAWN SWEEPER/LAMINATOR	479.50
	AMZN MKTP US*MW1C07442	PO0154591	V586 BELTS (3)	56.13
	AT&T*BILL PAYMENT	PO0154591	IPAD DATA PLAN 3/19	108.96
	ENID WINNELSON CO	PO0154591	FAUCET/PUTTY/FITTINGS	313.01
	FILTERBUY.COM	PO0154591	FILTERS	95.20

	ICON ENTERPRISES INC	PO0154591	REC 1 SOFTWARE 12/18-2/19	300.00
	LAVICKY SAND COMPANY	PO0154591	DIRT/SAND/CROSSLIN PARK	560.00
	LOWES #00205*	PO0154591	LUMBER/NAILS/PAINT	453.46
	MUNN SUPPLY	PO0154591	SAFETY GLASSES (24)	43.46
	OK DEPT OF AGRICULTURE	PO0154591	PARKS STATE PESTICIDE LICENSE	400.00
	OREILLY AUTO #0174	PO0154591	V556 DRIVE BELT	14.90
	PDQ PRINTING	PO0154591	CHRISTMAS IN THE PARK CARDS	280.00
	WAKO LLC	PO0154591	SPRAY BODIES/VALVES	43.84
			PARKS & RECREATION TOTAL	4,625.89
<u>FUND 10</u>	DEPT 740 - STRMWTR & RO		_	
	030 BRAUMS STORE	PO0154591	MEAL (15)/DEPT MEETING	44.18
	AT&T*PREMIER EBIL	PO0154591	IPAD DATA PLAN 3/19	128.42
	DMI* DELL HLTHCR/PTR	PO0154591	LAPTOP COMPUTER	883.04
	KINNUNEN SALES AND REN	PO0154591	SHOTS/CONCRETE ANCHORS	27.53
	LOCKE SUPPLY WHC ENID	PO0154591	SUPPLY GRILL/FLEX PIPE/REGISTERS/COLLARS	153.96
	PANDA BUFFET	PO0154591	MEAL (2)/LTAP TRAINING	22.00
	WAKO LLC	PO0154591	NOZZLE/BRACKET/ADAPTER	144.02
	WW STARR LUMBER ENID	PO0154591	SCREWS/LUMBER	69.41
			STRMWTR & ROADWAY MAINT TOTAL	1,472.56
<u>FUND 10</u>	DEPT 750 -TECHNICAL SERV			
	030 BRAUMS STORE	PO0154591	MEAL (15)/DEPT MEETING	44.17
	1000BULBS.COM	PO0154591	TUBE LIGHTS/BULBS	265.81
	ACE HDWE	PO0154591	KEY	2.68
	ALBRIGHT STEEL WIRE EN	PO0154591	METAL HEAD TRIM	123.30
	AMAZON.COM*MI7MV44B1	PO0154591	SAFETY EQUIPMENT BACKPACKS	458.15
	AMZN MKTP US*MW1990EE1 AT&T*PREMIER EBIL	PO0154591 PO0154591	V442 HAZARD/CARGO LIGHTS IPAD DATA PLAN 3/19	75.95 134.44
	ATWOOD 01 ENID	PO0154591	RAIN COAT/I PEREZ	39.99
	AUTOMATIONDIRECT.COM	PO0154591	BRACKETS/RAIL	59.50
	DOWNTOWN THREADS	PO0154591	LOGO EMBROIDERY	19.50
	FASTENAL COMPANY01	PO0154591	TAPE	32.08
	INDUSTRIAL MATERIALS	PO0154591	LOCKSET	120.80
	JP SUPPLY	PO0154591	GLOVES/TOWELS/TISSUE/LINERS	916.88
	KINNUNEN SALES AND REN	PO0154591	BANNER ANCHOR BOLTS/DRILL BITS	129.14
	LOWES #00205*	PO0154591	DOOR HINGES/DRILL BIT/WOOD FILLER	287.87
	MUNN SUPPLY	PO0154591	ACETYLENE GAS/OXYGEN	41.35
	NOR*NORTHERN TOOL	PO0154591	FAN	204.97
	OREILLY AUTO #0188	PO0154591	INVERTER	24.99
	SHI INTERNATIONAL CORP	PO0154591	ETHERNET ADAPTER	30.01
	SIGNWAREHOUSE.COM	PO0154591	INK CARTRIDGES (9)/VINYL	841.99
	STUART C IRBY	PO0154591	CABLE (1000 FT)	474.81
	WW STARR LUMBER ENID	PO0154591	LUMBER	11.30
			TECHNICAL SERVICES TOTAL	4,339.68
FUND 10	DEPT 900 - LIBRARY			
ו טוזט וו	AMAZON PRIME	PO0154591	AMAZON PRIME RENEWAL	119.00
	AMAZON F KIME AMAZON.COM*MW4GA3ED0	PO0154591	TEEN PROGRAM SUPPLIES	44.90
	AMAZON.COM*MW7U31Z62	PO0154591	KEYBOARD/LINERS/ENVELOPES	118.30
	AMERLIBASSOC ECOMMERCE	PO0154591	ALA MEMBERSHIP RENEWAL	325.00
	AMZN MKTP US*MW10J5TV1	PO0154591	CASES/SCREEN PROTECTORS/ENVELOPEES	176.22
	BAKER & TAYLOR - BOOKS	PO0154591	BOOKS (13)	188.72
	BEST OF BOOKS	PO0154591	TEEN PROGRAM SUPPLIES	60.00
	BRODART BOOKS	PO0154591	BOOKS (54)	793.81

	DEPT 225 - GOLF  AMZN MKTP US*MW0PL9N82  LOWES #00205*  PAYPAL *SPARTAN POS  DEPT 230 - UTILITY SERVIC  BWW 3393 ENID  JCPENNEY 2121	PO0154591 PO0154591 PO0154591 <b>ES</b> PO0154591 PO0154591	AIRPORT TOTAL  INK CARTRIDGE CONCRETE ANCHORS RECEIPT PRINTER  GOLF TOTAL  MEAL (10)/ DEPT MEETING JEANS/A PETERSON  UTILITY SERVICES TOTAL	20.98 11.96 315.00 347.94 67.42 60.00
	AMZN MKTP US*MW0PL9N82 LOWES #00205* PAYPAL *SPARTAN POS  DEPT 230 - UTILITY SERVIC BWW 3393 ENID	PO0154591 PO0154591 ES PO0154591	INK CARTRIDGE CONCRETE ANCHORS RECEIPT PRINTER  GOLF TOTAL  MEAL (10)/ DEPT MEETING	20.98 11.96 315.00 <b>347.94</b>
	AMZN MKTP US*MW0PL9N82 LOWES #00205* PAYPAL *SPARTAN POS  DEPT 230 - UTILITY SERVIC	PO0154591 PO0154591	INK CARTRIDGE CONCRETE ANCHORS RECEIPT PRINTER  GOLF TOTAL	20.98 11.96 315.00 <b>347.94</b>
<u>FUND 22</u>	AMZN MKTP US*MW0PL9N82 LOWES #00205*	PO0154591	INK CARTRIDGE CONCRETE ANCHORS RECEIPT PRINTER	20.98 11.96 315.00
<u>FUND 22</u>	AMZN MKTP US*MW0PL9N82 LOWES #00205*	PO0154591	INK CARTRIDGE CONCRETE ANCHORS RECEIPT PRINTER	20.98 11.96 315.00
<u>FUND 22</u>	AMZN MKTP US*MW0PL9N82 LOWES #00205*	PO0154591	INK CARTRIDGE CONCRETE ANCHORS	20.98 11.96
<u>FUND 22</u>	AMZN MKTP US*MW0PL9N82		INK CARTRIDGE	20.98
<u>FUND 22</u>		PO0154591		
FUND 22	DEPT 225 - GOI F		AIRPORT TOTAL	348.81
			AIRPORT TOTAL	348.81
			AIRPORT TOTAL	240.04
	ULINE *SHIP SUPPLIES	PO0154591	55 GAL STEEL DRUM	196.04
	SPORTY'S (800) 548-464	PO0154591	REPLACEMENT RADIO ANTENNA	39.95
	LOWES #00205*	PO0154591	POST HOLE DIGGER/CONCRETE	34.62
	BRADFORD INDUSTRIAL SP	PO0154591	REVERSING VALVE/TRANSFORMER	98.20
	AMZN MKTP US*MW79U5EE1	PO0154591	POW FLAGS	69.90
	AMZN MKTP US	PO0154591	(CREDIT) REFUND BATTERIES	(110.00)
<u> </u>	AMAZON.COM*MW1YE0F21	PO0154591	WINTER GLOVES	20.10
FUND 20	DEPT 205 - AIRPORT			
			LIBRARY TOTAL	8,011.08
	WWW.GOT ERGERVIER #400	1 00104001	- Ho1250she (10)	
	WM SUPERCENTER #499	PO0154591	NOTEBOOKS (10)	63.58
	VISTAPR*VISTAPRINT.COM	PO0154591	BANNERS (3)	203.64
	TEDS CAFE ESCONDIDO - THE MULE	PO0154591 PO0154591	MEAL (5)/OLA CONF MEAL (3)/OK DEPT LIBRARIES TRAINING	76.59 38.25
	SQU*SQ *STRATA LEADERS	PO0154591	CHILDREN'S PROGRAM SUPPLIES	50.00 76.50
	SAN ANTONIO ARLINGTON	PO0154591	MEAL/NCHE CONF/J REGIER	19.49
	SALTGRASS NORMAN	PO0154591	MEAL (S)/OLA CONF	101.14
	SAGENET	PO0154591	DEEP FREEZE SOFTWARE SUPPORT	598.40
	RED ROBIN NO 298	PO0154591	MEAL (3)/OLA CONF	42.97
	PUTNAM SIX	PO0154591	CHILDREN'S PROGRAM SUPPLIES	16.99
	PUTNAM SIX	PO0154591	BOOKS (36)	186.60
	PAYPAL *MOUNTAINPLA	PO0154591	MOUNTAIN PLAINS LIBRARY ASSOC MEMBERSHIP	65.00
	OTC BRANDS, INC.	PO0154591	CHILDREN'S PROGRAM SUPPLIES	41.06
	OLIVE GARDEN 00014803	PO0154591	MEAL (3)/OLA CONF	42.46
	OKLAHOMA LIBRARY ASSOC	PO0154591	OLA MEMBERSHIP RENEWAL (2)	188.00
	MIDWEST TAPE LLC	PO0154591	LIBY19-01 BOCD (2)/PLAYAWAY (6)	437.74
	MIDWEST TAPE LLC	PO0154591	DVD/PLAYAWAY(3)	220.73
	MERRIFIELD OFFICE & SC	PO0154591	POSTERS/CUT OUTS	25.75
	MARRIOTT CRYSTAL GWY F	PO0154591	MEAL (2)/NCHE CONF/J REGIER	58.50
	MARRIOTT CRYSTAL GATEW	PO0154591	LODGING/NCHE CONF/J REGIER	975.80
	KOHL'S #1194	PO0154591	CHILDREN'S PROGRAM SUPPLIES	40.00
	KINDLE SVCS*MW7MN1EV0	PO0154591	TEEN PROGRAM SUPPLIES	13.98
	JALEO-CC	PO0154591	MEAL/NCHE CONF/J REGIER	28.10
	EMBASSY SUITES NORMAN	PO0154591	MEAL (2)/OLA CONF	331.24
	CENTER POINT LARGE PRI EMBASSY SUITES NORMAN	PO0154591 PO0154591	BOOKS (16) LODGING (3)/OLA CONF	358.92 417.00
	CE OKLAHOMA CITY	PO0154591	INDUCER ASSEMBLY/BLOWER MOTOR	583.00
	CDW GOVT #RLT7131	PO0154591	MERAKI MDM LICENSES	960.20
		DO0154501	MEDAKIMDMILICENCES	060.00

FUND 31	DEPT 760 - SOLID WASTE			
	AT&T*BILL PAYMENT	PO0154591	IPAD DATA PLAN 3/19	243.60
	BLAZE'S BBQ	PO0154591	MEAL/RETIREMENT RECEPTION	297.50
	CARTER PAINT COMPANY	PO0154591	PAINT	129.54
	JUMBO FOODS	PO0154591	MEAL/RETIREMENT RECEPTION	107.34
	WM SUPERCENTER #499	PO0154591	MICROWAVE/COFFEE/CLEANER	192.51
			SOLID WASTE TOTAL	970.49
FUND 31	DEPT 785 - PUBLIC UTILITI	ES MGMT		
	ACCURATE ENVIRONMENTAL	PO0154591	CWW LAB TRAINING/A RODGERS	510.00
	AMZN MKTP US*MI4174S52	PO0154591	DISPLAY ADAPTERS (3)	23.97
	CARTER PAINT COMPANY	PO0154591	PAINT	51.11
	CLUB HOUSE INN AND SUI	PO0154591	LODGING/AWWA CONF/L MINTZ	376.26
	DEPT OF ENV QUALITY	PO0154591	CWW LAB TEST/A RODGERS	62.00
	HOBBY-LOBBY #0008	PO0154591	TABLE	69.99
	LOWES #00205*	PO0154591	REFRIGERATOR	149.00
	PREMIER PARKING - CENT	PO0154591	PARKING/AWWA CONF/L MINTZ	10.00
	STAPLES 00106633	PO0154591	BINDER/DIVIDERS/REGISTER TAPE	30.76
	STEVENS FORD	PO0154591	V369 ALTERNATOR	978.23
	UPS (800) 811-1648	PO0154591	SHIPPING FEES	25.68
	USA BLUE BOOK	PO0154591	HOSE SHANKS (9)	464.82
	WW STARR LUMBER ENID	PO0154591	DOOR STOP	7.35
			PUBLIC UTILITIES MGMT TOTAL	2,759.17
FUND 31	DEPT 790 - WATER PRODU	CTION		
1011001	ACE HDWE	PO0154591	LOCK HASPS	18.36
	LOWES #00205*	PO0154591	BATTERIES	12.99
	THE UPS STORE 5063	PO0154591	SHIPPING FEES	10.12
			WATER PRODUCTION TOTAL	41.47
FUND 31	DEPT 795 - UTILITY MAINTE	ENANCE		
	AT&T*PREMIER EBIL	PO0154591	IPAD DATA PLAN 3/19	196.92
	KINNUNEN SALES AND REN	PO0154591	SLICK RODS (500)	960.00
	LOCKE SUPPLY WE ENID	PO0154591	OFFICE LIGHTS	218.13
	LOWES #00205*	PO0154591	BOLTS/LUMBER/HINGES/CASTORS/PADLOCK HASP	355.12
	STAPLES 00106633	PO0154591	INK CARTRIDGE	26.98
	TRUCK PRO	PO0154591	V120 AIR TANK DRAIN VALVES	25.90
			UTILITY MAINTENANCE TOTAL	1,783.05
FUND 50	DEPT 505 - 911			
1 014D 30	AMAZON PRIME	PO0154591	PRIME MEMBERSHIP	119.00
	AMZN MKTP US*MI1GR59C2	PO0154591 PO0154591	VINYL NUMBER	28.88
	EL CHARRO	PO0154591 PO0154591	MEAL (2)/911 MEETING	30.75
	FAMILY DOLLAR #2065	PO0154591	CLEANING SUPPLIES	19.25
			911 TOTAL	197.88
			VIIIVIAL	137.00

	JP MORGANCHASE CLA	IMS LIST TO	OTAL	\$ 32,848.92
			EPTA TOTAL	39.78
	WWW STAIN LOWDEN LIND	1 00104031		
FUND 99	DEPT 995 - EPTA WW STARR LUMBER ENID	PO0154591	DRYWALL	39.78
			FIRE TOTAL	1,514.58
	WM SUPERCENTER #499	PO0154591	RAZOR BLADES	9.72
				37.72
	UNITED LINEN	PO0154591 PO0154591	KITCHEN/SHOP TOWELS	
	THE WOODSHED SMOKEHOUS TOOLDISCOUNTER.COM	PO0154591 PO0154591	MEAL/SWEVT CONF/J BULLER TRAINING MANUAL	14.68 44.92
	STAPLES 00106633	PO0154591	APPLICATION PACKET PRINTING (35)	109.31
		PO0154591	MEAL/SWEVT CONF/J BULLER	10.82
	SQU*SQ *FUNKY TOWN FOO			
	SQ *SQ *CRAZYBURGE	PO0154591 PO0154591	MEAL/SWEVT CONF/J BULLER	10.82
	RED ROBIN NO 695	PO0154591 PO0154591	MEAL/SWEVT CONF/J BULLER	15.48
	PAYPAL *JBTOOLSALES PHILLIPS 66 - CTS 560	PO0154591 PO0154591	FLASHLIGHT BELT CLIP V1005 FUEL/SWEVT TRAINING	8.71 51.36
	PAYPAL *ECOPUSA.COM	PO0154591	BELT CLIP ASSEMBLY (2)	17.40 8.71
	LOWES #00205*	PO0154591	SAFETY MASKS (10)	20.88
	KIPZ BBQ & SOUL FOOD	PO0154591	MEAL (2)/SWEVT CONF/J BULLER	15.48
	IAAI	PO0154591	IAAI MEMBERSHIP/B MOSS	100.00
	FIND IT PARTS	PO0154591	V1040 AIR BRAKE SWITCH	133.37
	FASTENAL COMPANY01	PO0154591	WASHERS (25)	3.73
	FACEBK *VDCZ6JWLA2	PO0154591	(CREDIT) REFUND ADVERTISING	(35.00)
	AMAZON.COM*MI7JU7YA0	PO0154591	MANUALS (5)/CPR MASKS/CHAMOIS/LANCETS	810.27
	ALL HANDS FIRE EQUIPME	PO0154591	HELMET HEADBAND/RATCHET CUSHIONS (8)	134.91
FUND 65	DEPT 655 - FIRE	D004=4=0:	LELMET LEADEAND BATCHET CHOICE AT	
			EECCH TOTAL	48.98
			EECCH TOTAL	40.00
<u>FUND 60</u>	DEPT 605 - EECCH AT&T*PREMIER EBIL	PO0154591	IPAD DATA PLAN 3/19	48.98
			I OLIOL TOTAL	030.34
			POLICE TOTAL	658.54
	USPS PO 3928270415	PO0154591	SHIPPING FEES	4.39
	ULINE *SHIP SUPPLIES	PO0154591	BOXES/EVIDENCE	57.73
	STEVENS FORD	PO0154591	V2127 WHEEL	162.67
	STEVENS FORD	PO0154591	V2050 ELECTRICAL REPAIR	64.50
	SCANNERBITS	PO0154591	TABLET SCREEN	247.20
	OKLA. PRESS SERVICE	PO0154591	OPEN RECORDS BOOKS (5)	150.00
	LAPTOPINVENTORY COM	PO0154591	REFUND/TABLET SCREEN	(252.38)
	GOLDEN'S GAS & GRILL	PO0154591	V2069 FUEL/CLEET TRAINING	41.51
	ENID WINNELSON CO	PO0154591	PLUMBING SUPPLIES/ANIMAL SHELTER	25.44

10.1. **Meeting Date:** 04/02/2019

## **SUBJECT:**

APPROVAL OF CLAIMS IN THE AMOUNT OF \$137,642.06.

Meeting Date: 04/02/2019

## **SUBJECT:**

APPROVAL OF CLAIMS IN THE AMOUNT OF \$4,500.00.

13.1.

<u>Meeting Date:</u> 04/02/2019

## **SUBJECT:**

APPROVAL OF CLAIMS IN THE AMOUNT OF \$2,385.96.

16.1.