



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

BOARD OF COMMISSIONERS

NOTICE OF MEETINGS

Mayor and Board of Commissioners of the City of Enid, Oklahoma, the Trustees of the Enid Municipal Authority, a Public Trust, the Trustees of the Enid Economic Development Authority, a Public Trust, and the Trustees of the Enid Public Transportation Authority, a Public Trust

Notice is hereby given that the Mayor and Board of Commissioners of the City of Enid, Oklahoma, the Trustees of the Enid Municipal Authority, a Public Trust, the Trustees of the Enid Economic Development Authority, a Public Trust, and the Trustees of the Enid Public Transportation Authority, a Public Trust will meet in regular session at 6:30 p.m. on the 6th day of May, 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 APRIL 16, 2019.
5. AWARDS, PRESENTATIONS, PROCLAMATIONS, AND ORGANIZATIONAL BUSINESS.
 1. PRESENT PET AVAILABLE FOR ADOPTION AT THE CITY ANIMAL SHELTER.
 2. RECOGNIZE CITY OF ENID EMPLOYEE.
 3. PRESENT ECONOMIC DEVELOPMENT WEEK PROCLAMATION.
 4. PRESENT KIDS TO PARKS DAY PROCLAMATION.

5. **RECOGNIZE OUTGOING MAYOR AND COMMISSIONERS.**
6. **CONDUCT INSTALLATION OF NEWLY ELECTED CITY OFFICIALS.**
6. **HEARINGS.**
 1. **CONDUCT A PUBLIC HEARING TO TAKE COMMENTS ON A REZONING FOR PROPERTY DESCRIBED AS LOT 5, BLOCK 2, LAHOMA ADDITION, LOCATED AT 603 SOUTH CLEVELAND STREET, FROM C-1 LIGHT COMMERCIAL DISTRICT TO C-3 GENERAL COMMERCIAL DISTRICT.**
 2. **CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2014, TITLE 11, ENTITLED "ZONING", CHAPTER 2, ENTITLED "ADMINISTRATION AND ENFORCEMENT", SECTION 11-2-1 ENTITLED "CHANGES AND AMENDMENTS", TO CHANGE LOT 5, BLOCK 2, LAHOMA ADDITION TO REZONE CERTAIN PROPERTY AS GENERAL COMMERCIAL DISTRICT AND DESCRIBING THE SAME, TO AMEND THE ZONING MAP ACCORDINGLY; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.**
 3. **CONDUCT A PUBLIC HEARING TO TAKE COMMENTS ON A REZONING FOR PROPERTY DESCRIBED AS LOT 6, BLOCK 2, LAHOMA ADDITION, LOCATED AT 611 SOUTH CLEVELAND STREET, FROM R-4 RESIDENTIAL DUPLEX OR TWO-FAMILY DWELLING DISTRICT TO C-3 GENERAL COMMERCIAL DISTRICT.**
 4. **CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2014, TITLE 11, ENTITLED "ZONING", CHAPTER 2, ENTITLED "ADMINISTRATION AND ENFORCEMENT", SECTION 11-2-1, ENTITLED "CHANGES AND AMENDMENTS", TO CHANGE LOT 6, BLOCK 2, LAHOMA ADDITION TO REZONE CERTAIN PROPERTY AS GENERAL COMMERCIAL DISTRICT AND DESCRIBING THE SAME, TO AMEND THE ZONING MAP ACCORDINGLY; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.**
 5. **CONDUCT A PUBLIC HEARING TO TAKE COMMENTS ON A REZONING FOR PROPERTY DESCRIBED AS BLOCK 10, LAHOMA ADDITION, LOCATED AT 2201 WEST OWEN K. GARRIOTT ROAD FROM SU SPECIAL USE DISTRICT TO C-3 GENERAL COMMERCIAL DISTRICT.**
 6. **CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2014, TITLE 11, ENTITLED "ZONING", CHAPTER 2, ENTITLED "ADMINISTRATION AND ENFORCEMENT", SECTION 11-2-1, ENTITLED "CHANGES AND AMENDMENTS", TO CHANGE BLOCK 10, LAHOMA ADDITION TO REZONE CERTAIN PROPERTY AS GENERAL COMMERCIAL DISTRICT AND DESCRIBING THE SAME, TO AMEND THE ZONING MAP ACCORDINGLY; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.**
 7. **CONDUCT A PUBLIC HEARING TO TAKE COMMENT ON A REZONING FOR PROPERTY DESCRIBED AS BLOCK 1, LOTS 1, 2, 3, 4, 13, 14, 15 AND 16, BLOCK 2, ORIGINAL TOWNSITE OF CITY OF ENID, GARFIELD COUNTY, OKLAHOMA ACCORDING TO THE RECORDED PLAT THEREOF, ALONG WITH A PORTION OF VACATED NORTH 9TH STREET BETWEEN EAST BROADWAY AVENUE AND EAST RANDOLPH AVENUE DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF BLOCK 1, ORIGINAL TOWNSITE OF THE CITY OF ENID; THENCE SOUTH 320 FEET TO**

THE SOUTHWEST CORNER OF BLOCK 1, ORIGINAL TOWNSITE OF THE CITY OF ENID; THENCE WEST 80 FEET TO THE SOUTHEAST CORNER OF LOT 16, BLOCK 2, ORIGINAL TOWNSITE OF THE CITY OF ENID; THENCE 320 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 2, ORIGINAL TOWNSITE OF THE CITY OF ENID; THENCE 80 FEET TO THE POINT OF BEGINNING, LOCATED IN THE 800 BLOCKS OF EAST RANDOLPH AVENUE AND EAST BROADWAY AVENUE FROM C-3 GENERAL COMMERCIAL DISTRICT AND R-7 RESIDENTIAL MULTI-FAMILY DWELLING DISTRICT TO SU SPECIAL USE DISTRICT.

8. CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2014, TITLE 11, ENTITLED "ZONING", CHAPTER 2, ENTITLED "ADMINISTRATION AND ENFORCEMENT", SECTION 11-2-1, ENTITLED "CHANGES AND AMENDMENTS" TO CHANGE BLOCK 1, LOTS 1, 2, 3, 4, 13, 14, 15 AND 16, BLOCK 2, ORIGINAL TOWNSITE OF CITY OF ENID, GARFIELD COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, ALONG WITH A PORTION OF VACATED NORTH 9TH STREET BETWEEN EAST BROADWAY AVENUE AND EAST RANDOLPH AVENUE DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF BLOCK 1, ORIGINAL TOWNSITE OF THE CITY OF ENID; THENCE SOUTH 320 FEET TO THE SOUTHWEST CORNER OF BLOCK 1, ORIGINAL TOWNSITE OF THE CITY OF ENID; THENCE WEST 80 FEET TO THE SOUTHEAST CORNER OF LOT 16, BLOCK 2, ORIGINAL TOWNSITE OF THE CITY OF ENID; THENCE 320 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 2, ORIGINAL TOWNSITE OF THE CITY OF ENID; THENCE 80 FEET TO THE POINT OF BEGINNING TO REZONE CERTAIN PROPERTY AS SOCIAL USE DISTRICT AND DESCRIBING THE SAME, TO AMEND THE ZONING MAP ACCORDINGLY; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.
9. CONDUCT A PUBLIC HEARING TO TAKE COMMENT ON A REZONING FOR PROPERTY DESCRIBED AS LOT 1, BLOCK 7, DOUTHITT'S 3RD ADDITION, LOCATED AT 601 WEST STATE AVENUE, FROM SU SPECIAL USE DISTRICT TO C-O COMMERCIAL OFFICE DISTRICT.
10. CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2014, TITLE 11, ENTITLED "ZONING", CHAPTER 2, ENTITLED "ADMINISTRATION AND ENFORCEMENT", SECTION 11-2-1, ENTITLED " CHANGES AND AMENDMENTS", TO CHANGE LOT 1, BLOCK 7, DOUTHITT'S 3RD ADDITION TO REZONE CERTAIN PROPERTY AS COMMERCIAL OFFICE DISTRICT AND DESCRIBING THE SAME, TO AMEND THE ZONING MAP ACCORDINGLY; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.
7. ADMINISTRATION.
 1. DISCUSS AND TAKE NECESSARY ACTION ON THE FISCAL YEAR 2019-2020 CITY OF ENID BUDGET.
 2. HOLD A PUBLIC HEARING ON AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2014, TITLE 11 "ZONING", CHAPTER 3 "BOARD OF ADJUSTMENT", SECTION 11-3-6 "SPECIAL EXCEPTIONS" TO ADD A SPECIAL EXCEPTION FOR TELECOMMUNICATION FACILITIES; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.

3. **CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2014, TITLE 11 “ZONING”, CHAPTER 1, “PURPOSE; INTERPRETATION; DEFINITIONS”, SECTION 11-1-7 “DEFINITIONS” TO ADD “IMAGINARY SURFACES” AND “VERTICAL OBSTRUCTIONS”; CHAPTER 3 “BOARD OF ADJUSTMENT”, SECTION 11-3-6 “SPECIAL EXCEPTIONS” TO ADD A SPECIAL EXCEPTION FOR TELECOMMUNICATION FACILITIES PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.**
4. **HOLD PUBLIC HEARING ON AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 11, “ZONING”, CHAPTER 1, “PURPOSE; INTERPRETATION; DEFINITIONS”, SECTION 11-1-7 “DEFINITIONS” TO ADD “SMALL WIRELESS FACILITY”; AMENDING CHAPTER 5, “A AGRICULTURAL (GENERAL) DISTRICT”, SECTION 11-5-2 “PERMITTED USES”; CHAPTER 6 “RESIDENTIAL DISTRICTS” ARTICLE E “R-4A FOUR-FAMILY RESIDENTIAL DISTRICT”, SECTION 11-6E-2 “PERMITTED USES”; CHAPTER 9 “SU SPECIAL USE DISTRICT”, SECTION 11-9-2 “DISTRICT USE REGULATIONS” TO INCLUDE SMALL WIRELESS FACILITY AS A PERMITTED USE; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION AND DECLARING AN EMERGENCY.**
5. **CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 11, “ZONING”, CHAPTER 1, “PURPOSE; INTERPRETATION; DEFINITIONS”, SECTION 11-1-7 “DEFINITIONS” TO ADD ‘SMALL WIRELESS FACILITY’; AMENDING CHAPTER 5, “A AGRICULTURAL (GENERAL) DISTRICT”, SECTION 11-5-2 “PERMITTED USES”; CHAPTER 6 “RESIDENTIAL DISTRICTS” ARTICLE E “R-4A FOUR-FAMILY RESIDENTIAL DISTRICT”, SECTION 11-6E-2 “PERMITTED USES”; CHAPTER 9 “SU SPECIAL USE DISTRICT”, SECTION 11-9-2 “DISTRICT USE REGULATIONS” TO INCLUDE SMALL WIRELESS FACILITY AS A PERMITTED USE; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION AND DECLARING AN EMERGENCY.**
8. **CONSENT.**
1. **ACCEPT THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) PERMIT NO. WL000024190223 TO CONSTRUCT A WATER LINE TO SERVE THE NEW SOCCER COMPLEX IN THE CITY OF ENID, GARFIELD COUNTY, OKLAHOMA, PROJECT NO. W-1908C.**
2. **APPROVE THE DATE OF JUNE 18, 2019 FOR A PUBLIC HEARING TO DISCUSS THE CLOSING OF THE PUBLIC RIGHTS-OF-WAY AND EASEMENTS IN THE LAHOMA ADDITION, INCLUDING A STREET, B COURT, C COURT, D COURT, E COURT AND A 10-FOOT AND A 20-FOOT UTILITY EASEMENT IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 22, RANGE 7 WEST OF THE INDIAN MERIDIAN IN ENID, OKLAHOMA.**
3. **ACCEPT THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) PERMIT NO. SL000024190224 TO CONSTRUCT A SEWER LINE TO SERVE THE NEW SOCCER PARK DEVELOPMENT IN THE CITY OF ENID, GARFIELD COUNTY, OKLAHOMA, PROJECT NO. S-1908C.**
4. **ACCEPT THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) PERMIT NO. WL000024190197 TO CONSTRUCT A WATERLINE TO SERVE THE PHEASANT RUN GOLF COMMUNITY, BLOCKS 27-29, PROJECT NO. W-1911.**

5. **ACCEPT THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) PERMIT NO. SL000024190198 TO CONSTRUCT A SEWER LINE TO SERVE THE PHEASANT RUN GOLF COMMUNITY, BLOCKS 27-29, PROJECT NO. S-1904.**
6. **AWARD A CONTRACT TO THE CUMMINS CONSTRUCTION CO. INC., ENID, OKLAHOMA, FOR PROJECT NO. R-1902C, 2019 ARTERIAL STREET PROGRAM, IN THE AMOUNT OF \$546,994.00, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS.**
7. **AWARD A CONTRACT TO LUCKINBILL, INC., ENID, OKLAHOMA, FOR PROJECT NO. W-1908C, SOCCER PARK WATER IMPROVEMENTS, IN THE AMOUNT OF \$342,772.00, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS.**
8. **AWARD A CONTRACT TO LUCKINBILL, INC., ENID, OKLAHOMA, FOR PROJECT NO. S-1908C, SOCCER PARK SANITARY SEWER IMPROVEMENTS, IN THE AMOUNT OF \$139,861.00 AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS.**
9. **AWARD A CONTRACT TO LUCKINBILL, INC., ENID, OKLAHOMA, FOR PROJECT NO. S-1901C, 2019 SANITARY SEWER VIDEO INSPECTIONS, IN THE AMOUNT OF \$237,958.70 AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS.**
10. **ACCEPT PUBLIC HIGHWAY EASEMENT FROM SRR ENTERPRISES, GARFIELD COUNTY, OKLAHOMA, AND AUTHORIZE PAYMENT FOR RIGHT-OF-WAY AT 552 NORTH 7TH STREET ALONG EAST 2ND PINE STREET, AS PART OF THE 2019 TRANSITION PLAN COMPLIANCE PROGRAM, PROJECT NO. M-1902, IN THE AMOUNT OF \$500.00, AND AUTHORIZE THE MAYOR TO EXECUTE ALL EASEMENT DOCUMENTS.**
11. **ACCEPT PUBLIC HIGHWAY EASEMENT FROM GARY D. SMITH, GARFIELD COUNTY, OKLAHOMA, AND AUTHORIZE PAYMENT FOR RIGHT-OF-WAY AT 551 NORTH 7TH STREET ALONG EAST 2ND PINE STREET, AS PART OF THE 2019 TRANSITION PLAN COMPLIANCE PROGRAM, PROJECT NO. M-1902, IN THE AMOUNT OF \$2,350.00, AND AUTHORIZE THE MAYOR TO EXECUTE ALL EASEMENT DOCUMENTS.**
12. **RATIFY THE HIRING OF SCOTT HATHAWAY AND CONNOR & WINTERS, LLP FOR THE DRAFTING OF A CONSTRUCTION MANAGEMENT AT RISK AGREEMENT FOR THE KAW LAKE WATER SUPPLY PROJECT, AND REPRESENTING THE CITY AS IT RELATES TO THE CONSTRUCTION MANAGEMENT PROJECT DELIVERY METHOD.**
13. **APPROVE AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF ENID AND ANCHORED CAPITAL 3 INVESTMENTS, LLC.**
14. **APPROVAL OF CLAIMS IN THE AMOUNT OF \$1,868,995.38.**
9. **RECESS TO CONVENE AS THE ENID MUNICIPAL AUTHORITY.**
10. **TRUSTEES OF THE ENID MUNICIPAL AUTHORITY REGULAR MEETING.**
11. **ENID MUNICIPAL AUTHORITY REGULAR MEETING.**

1. **DISCUSS AND TAKE NECESSARY ACTION ON THE FISCAL YEAR 2019-2020 ENID MUNICIPAL AUTHORITY FINANCIAL PLAN.**
2. **APPROVAL OF CLAIMS IN THE AMOUNT OF \$318,151.89.**
12. **ADJOURN TO CONVENE AS THE ENID ECONOMIC DEVELOPMENT AUTHORITY.**
13. **TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY REGULAR MEETING.**
14. **ENID ECONOMIC DEVELOPMENT AUTHORITY REGULAR MEETING.**
 1. **DISCUSS AND TAKE NECESSARY ACTION ON THE FISCAL YEAR 2019-2020 ENID ECONOMIC DEVELOPMENT AUTHORITY FINANCIAL PLAN.**
 2. **APPROVAL OF CLAIMS IN THE AMOUNT OF \$1,202,481.69.**
15. **ADJOURN TO CONVENE AS THE ENID PUBLIC TRANSPORTATION AUTHORITY.**
16. **TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY REGULAR MEETING.**
17. **ENID PUBLIC TRANSPORTATION AUTHORITY REGULAR MEETING.**
 1. **APPROVAL OF CLAIMS IN THE AMOUNT OF \$5,657.51.**
18. **ADJOURN TO RECONVENE AS THE ENID CITY COMMISSION.**
19. **PUBLIC COMMENTS.**
20. **ADJOURN.**

City Commission Meeting

4.

Meeting Date: 05/06/2019

SUBJECT:

CONSIDER APPROVAL OF MINUTES OF THE REGULAR COMMISSION MEETING OF APRIL 16, 2019.

Attachments

Minutes

MINUTES OF REGULAR MEETING OF THE
MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA,
TRUSTEES OF THE ENID MUNICIPAL AUTHORITY, A PUBLIC TRUST,
TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY, A PUBLIC TRUST,
AND TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY, A PUBLIC TRUST
HELD ON THE 16TH DAY OF APRIL 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 16th day of April 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 15th day of April 2019.

-MAYOR AND BOARD OF COMMISSIONERS-

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

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

ABSENT: None.

Staff present were City Manager Jerald Gilbert, City Attorney Carol Lahman, City Clerk Alissa Lack, Chief Financial Officer Erin Crawford, Director of Engineering Services Chris Gdanski, Public Works Director Everett Glenn, Planning Administrator Chris Bauer, Fire Chief Joe Jackson, Police Lieutenant Warren Wilson, Director of Marketing and Public Relations Steve Kime, Human Resources Director Sonya Key, and Ex-Officio Member Chief Master Sergeant Robert D. Johnson.

Pastor Brad Mendenhall of World Harvest Church gave the Invocation, and the Flag Salute was led by Chief Master Sergeant Robert D. Johnson.

Motion was made by Commissioner Pankonin and seconded by Commissioner Janzen to approve the minutes of the regular Commission meeting of April 2, 2019, and the vote was as follows:

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

NAY: None.

Animal Adoption Coordinator Charlet Ringwald presented “Benjamin Bunny”, a 2-year-old male French Bulldog mix available for adoption at the Enid Animal Shelter.

Chief Master Sergeant Robert D. Johnson, was recognized for his outstanding service, leadership, and many accomplishments throughout his career. Appreciation and well wishes were expressed, as Chief Master Sergeant Johnson leaves Vance Air Force Base to serve in a new role at the Air Force Academy in Colorado Springs.

Motion was made by Commissioner Wilson to table Item 5.3, Consider Appointments To The Vance Development Authority, until the meeting of May 6, 2019.

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

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

NAY: None.

Motion was made by Commissioner Ezzell to reappoint Ms. Rachel Lebeda and Mr. William Nokes to the Tree Board, to serve terms through March 1, 2022; to reappoint Mr. Ronald Switzer to the

Historian seat for the Historic Preservation Commission, to serve through March 1, 2022; and to appoint Mr. Michael Shuck to fill an At-Large vacancy on the ADA Access Board, to serve through May 7, 2022.

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

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

NAY: None.

Motion was made by Commissioner Ezzell to approve the reappointment of the following members to the Long Term Care Authority of Enid:

- Mr. Charles Hoosier, representing people with physical disabilities, to a three-year term
- Mr. James Crabbs, representing the business community, to a three-year term
- Ms. Patty Harkin, representing people with intellectual and developmental disabilities, to a three-year term
- Ms. Janet Cordell, representing people who have, or experience, mental health, substance abuse or domestic violence issues, to a three-year term
- Ms. Nicki Carlsten, representing elderly individuals, to a three-year term

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

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

NAY: None.

City Engineer Robert Hitt spoke regarding a request for a sidewalk variance, submitted on behalf of Jiffy Trip, for property located at 5314 West Owen K. Garriott Road. The property was located at the corner of Garland Road and West Owen K. Garriott Road. City ordinance required the addition of sidewalks for new development on frontage streets, for improved streets. The request for the variance was based on the lack of sidewalks in the area, and concerns regarding the building of pedestrian access at that corner because of a high volume of vehicle traffic at that intersection, and not many provisions for pedestrians.

Motion was made by Commissioner Ben Ezzell to deny said variance.

Motion died for lack of a second.

It was noted that at the Metropolitan Area Planning Commission (MAPC) meeting of April 15, 2019, a discussion was held regarding the recommendation of a modification to a partial variance, but the motion made was to recommend approval of the full variance to the City Council, and passed with a vote of 5-3.

Motion was made by Commissioner Janzen and seconded by Mayor Shewey to grant said variance, and the vote was as follows:

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

NAY: Commissioners Ezzell, Waddell and Wilson.

City Planner Robert Hitt spoke regarding a sidewalk variance for Enid Insurance, for property located at 2430 North Jackson Street, at the corner of Yale Avenue and North Jackson Street. The business currently located at this site fronts Van Buren. The storage facility that would be built behind the existing building triggered the requirement of installing a sidewalk. City ordinance required the addition of sidewalks for new development on frontage streets, for improved streets.

The reason cited for the variance request was a lack of sidewalks in the area, and because there would be no connecting sidewalks.

Motion was made by Commissioner Janzen and seconded by Commissioner Wilson to grant said variance, and the vote was as follows:

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

NAY: Commissioner Ezzell.

City Engineer Robert Hitt provided a brief presentation regarding a Flood Damage Prevention Ordinance, which was required by FEMA. This was an ordinance change to the City's Flood Plain

Management Ordinance, which was adopted to provide for the Flood Insurance Rate Map (FIRM). This ordinance would clean up language, and clarify fencing and access permit requirements. This ordinance would allow parallel fencing to be placed in flood plains, without requiring an engineer's seal. However, if the fencing was perpendicular across the floodway, it would still require a full engineering report.

The Flood Insurance Rate Map (FIRM) was adopted in 1979. It allowed the City's residents to purchase flood insurance and regulated floodplain. This ordinance was last updated in 2012, along with new maps. To stay in the program, the City of Enid was required to adopt the new maps, which were developed by FEMA, by June 7, 2019.

The map changes were initially presented during the Study Session of September 6, 2018, and most recently at the Study Session of March 19, 2019. There were two key items that the ordinance addressed. One key item included map changes and addressed two areas of change, which were the tributaries to the Meadows and West Boggy Creek. An illustration was presented to compare the differences between the existing map and the updated map, which was developed according to FEMA study comparisons. The other key item was for fencing guidelines and access changes. For mobile homes, small improvements, such as adding a stairway or ramp, would not require an engineer's seal. Any improvements larger than that would require a full engineering report.

Mr. Hitt briefly reviewed the FIRM schedule. The FIRM had been reviewed over the last couple of years, and FEMA issued a revised FIRM on December 7, 2018. The City of Enid had to adopt the updated map by ordinance by June 7, 2019, in order to be eligible to stay in the program.

If the City did not adopt the updated map, it could be removed from the program, and residents could lose the ability to obtain flood insurance, and it also might affect the possibility of receiving grants from and entering programs with FEMA.

Mr. Bob Berry, 702 North Imo Road, addressed commissioners in opposition of the City's information concerning FEMA's extension of the FIRM on West Boggy Creek. He explained that he was speaking on behalf of various property and business owners and residents affected on West Boggy Creek,

and expressed opposition toward the efforts and involvement of the Engineering Department, and opined that the property owners needed time to weigh in on the unexpected parts in the ordinance. He noted that FEMA did a topographic study in 2015. He stated that their surveyors told him that about two miles of flow way channels previously built from Garland to Oakwood were re-silting due to backwater flooding. Additionally, he stated that his company had gotten in front of FEMA to improve those two miles of West Boggy Creek, by providing oversized channels and detaining more than their share of floodwater, before the FEMA study was completed. He spoke regarding work that was completed from mid-2015 through early 2018, to reconstruct 7800 feet of detaining channels that exceeded the City's standard requirements. It was noted that their engineer had provided a topographic survey of the area west of Oakwood that had been improved. He expressed concern that the City Commission did not have an opportunity to review the no-cost benefits of their work.

Mr. Berry opined that the FEMA Flood Plan being considered was based on fake news, and stated that on behalf of all negatively affected parties, they reserved all rights and remedies.

City Manager Jerald Gilbert explained that what had been brought before the commission had been the result of a long process, and all of the information that the City had provided and all of the information that Mr. Berry had provided had been provided to FEMA for consideration. This was not a process of the City, but a process that had been given to the City to follow.

A brief discussion was held regarding the process, information provided to FEMA, what the result could be if the City did not adopt the ordinance and new map, and the process allowed to request a map revision.

Motion was made by Commissioner Ezzell and seconded by Commissioner Waddell to adopt an ordinance amending the Enid Municipal Code 2014, Title 13 "Flood Control", Chapter 1, "Flood Damage Prevention"; amending Section 3-1-2, "Statutory Authorization; Finding of Fact, Purpose and Methods"; Section 13-1-3, "Definitions"; Section 13-1-4, "General Provisions"; Section 13-1-5, "Administration"; Section 13-1-6, "Provisions for Flood Hazard Reduction"; Section 13-1-8, "Penalties for

Noncompliance”, to conform definitions to Federal and State Law, to adopt the Flood Insurance Study for Garfield County and the Flood Insurance Rate Map dated June 7, 2019; providing for repealer, savings clause, severability, codification and effective date, and the vote was as follows:

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

NAY: None.

ORDINANCE NO. 2019-05

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2014, TITLE 13 “FLOOD CONTROL”, CHAPTER 1, “FLOOD DAMAGE PREVENTION” AMENDING SECTION 3-1-2 “STATUTORY AUTHORIZATION; FINDING OF FACT, PURPOSE AND METHODS”; SECTION 13-1-3, “DEFINITIONS”; SECTION 13-1-4, “GENERAL PROVISIONS”; SECTION 13-1-5, “ADMINISTRATION”; SECTION 13-1-6, “PROVISIONS FOR FLOOD HAZARD REDUCTION”; SECTION 13-1-7 “CITY OF ENID FLOODPLAIN MANAGEMENT FEE SCHEDULE”; SECTION 13-1-8: PENALTIES FOR NONCOMPLIANCE” TO CONFORM DEFINITIONS TO FEDERAL AND STATE LAW, TO ADOPT THE FLOOD INSURANCE STUDY FOR GARFIELD COUNTY AND THE FLOOD INSURANCE RATE MAP DATED JUNE 7, 2019; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, CODIFICATION AND EFFECTIVE DATE.

Motion was made by Commissioner Wilson and seconded by Commissioner Waddell to adopt an ordinance amending the Enid Municipal Code, 2014, Title 3, entitled “Business and Licenses, “ Chapter 3, entitled “Food Service Establishments”; Section 3-3-2, entitled “Definitions”, to simplify definition of Mobile Food Vendor; Section 3-3-3 “License Required; Violation”, to clarify that scope of regulations does not include charitable bake sales, lemonade stands, baked goods with warning label, and potlucks; providing for repealer, savings clause, severability and codification, and the vote was follows:

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

NAY: None.

ORDINANCE NO. 2019-06

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 3, ENTITLED “BUSINESS AND LICENSES,” CHAPTER 3, ENTITLED “FOOD SERVICE ESTABLISHMENTS,” SECTION 3-3-2, ENTITLED “DEFINITIONS”; TO

SIMPLY DEFINITION OF MOBILE FOOD VENDOR, SECTION 3-3-3 “LICENSE REQUIRED; VIOLATION” TO CLARIFY THAT SCOPE OF REGULATIONS DOES NOT INCLUDE CHARITABLE BAKE SALES, LEMONADE STANDS, BAKED GOODS WITH WARNING LABEL, AND POTLUCKS; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

City Engineer Robert Hitt spoke regarding an agreement with the Department of Transportation (ODOT) for the next phase of the Cleveland Street Project that was currently being designed. Engineering would like to proceed with acquiring right-of-way, but this agreement had to be in place first. He provided a brief overview of the proposed project details, including the addition of approximately 2,500 feet of road, the widening of Cleveland to four lanes, and railroad crossing improvement.

The agreement provided that the City of Enid would acquire the right-of-way needed, relocate utilities necessary to provide for improvements, and to remove signs or other obstructions. As part of the agreement, ODOT would provide construction funding assistance up to \$1 million.

A brief discussion was held regarding rights-of-way in the area and fencing that might be affected.

Motion was made by Commissioner Janzen and seconded by Commissioner Waddell to approve a resolution to execute a Right-of-Way, Public Utility and Encroachment Agreement with the Oklahoma Department of Transportation, in connection with the North Cleveland Street from Willow Road, south 1/2 mile to the South Side of the Railroad Tracks, Project No. STP-224C(069)UR, JP No. 17020(08); City Project No. R-1803A, and the vote was as follows:

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

NAY: None.

(Copy Resolution)

Mr. Hitt spoke regarding the North Garland Road and West Randolph Avenue Improvements Project. The City was planning to improve this intersection to a five-lane system. The improvements

were being designed by CEC Corporation, and were about 90% complete. The next phase was to move utilities, and included relocation of a 10-inch waterline and a 12-inch waterline. This was an amendment to bring in CEC to amend their contract to design the location of those waterlines.

Motion was made by Commissioner Ezzell and seconded by Commissioner Norwood to approve Amendment No. 1 to the Professional Engineering Services Agreement with CEC Corporation, Oklahoma City, Oklahoma, for Waterline Relocation Design for the North Garland Road and West Randolph Avenue Improvements, Project R-1805, and authorize the Mayor to execute all contract documents, and the vote was as follows:

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

NAY: None.

Motion was made by Commissioner Janzen and seconded by Commissioner Waddell to approve a resolution authorizing the Enid Municipal Authority (EMA) to purchase a Letter of Credit for the purpose of Landfill Financial Assurance, as required by the Oklahoma Department of Environmental Quality (ODEQ), and the vote was as follows:

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

NAY: None.

(Copy Resolution)

It was noted by City Manager Jerald Gilbert that Item 7.2 would be pulled from consideration, due to an issue with the proposed agreement, and moved to the agenda of May 6, 2019.

Motion was made by Commissioner Ezzell to approve staff recommendations on the following consent items as listed, except for Item 7.2.

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

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

NAY: None.

- (1) Approval of agreement with the Town of Lahoma, Oklahoma for Mutual Aid and Law Enforcement Assistance;
- (2) Acceptance of the following described Public Highway Easement, for right-of-way located at 552 North Malone Street along East 2nd Pine Street, from Ricky A. Moore, Garfield County, Oklahoma, in the amount of \$2,550.00, as part of Project M-1902, 2019 ADA Sidewalk Compliance Project; and authorize the Mayor to execute all easement documents;
(Copy Description)
- (3) Acceptance of the following described Permanent Utility Easement and Temporary Construction Easement from Virginia Lee Lessert, for a part of the SE/4 of Section 2, Township 25 North, Range 3 East of the Indian Meridian, Osage County, State of Oklahoma, for development in the Kaw Lake Water Supply Program, Project W-1912R2, in the amount of \$20,875.00; and authorize payment;
(Copy Description)
- (4) Approval of contract award for Project No. R-1911C, South Leona Mitchell Bridge Deck Replacement, to the lowest responsible bidder, Haskell Lemon Construction Co., Oklahoma City, Oklahoma, in the amount of \$693,331.68; and authorize the Mayor to execute all contract documents;
- (5) Approval of purchase of licenses for the on premise Microsoft Exchange Server 2019 and Microsoft Windows Server 2019, in the amount of \$62,944.33;
- (6) Approval of Waiver of Conflict of Interest involving City of Enid v. Purdue Pharma, LP, by Doerner, Saunders, Daniel & Anderson, LLP;

and

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

(List Claims)

Chairman Shewey adjourned the meeting to convene as the Enid Municipal Authority.

- TRUSTEES OF THE ENID MUNICIPAL AUTHORITY -

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

ABSENT: None.

Motion was made by Trustee Ezzell and seconded by Trustee Norwood to approve the purchase of a Letter of Credit with Security National Bank, Enid, Oklahoma for Landfill Assurance as required by the Oklahoma Department of Environmental Quality, in the amount of \$25,629.73, and the vote was as follows:

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

NAY: None.

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

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

NAY: None.

(List Claims)

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

- TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY –

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

ABSENT: None.

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

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

NAY: None.

(List Claims)

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

- TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY –

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

ABSENT: None.

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

AYE: Trustees Janzen, Norwood, Ezzell, 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, paying respect to Dr. Owen K. Garriott. Additionally, she spoke regarding the NORCE property, mowing and code compliance, and allowing additional time to complete mowing and cleaning of property, by those with health issues, during heat advisories.

There being no further business to come before the Board at this time, Mayor Shewey adjourned the meeting at 7:22 P.M.

City Commission Meeting

5.6.

Meeting Date: 05/06/2019

Submitted By: Cary Huffhines, Executive Assistant

SUBJECT:

CONDUCT INSTALLATION OF NEWLY ELECTED CITY OFFICIALS.

BACKGROUND:

Municipal Judge James Long will present certificates of election and administer the oath of office to the following:

George Pankonin, Mayor

Jerry Allen, Commissioner, Ward 1

Derwin Norwood, Commissioner, Ward 2

Rob Stallings, Commissioner, Ward 5

RECOMMENDATION:

PRESENTER:

City Commission Meeting

6.1.

Meeting Date: 05/06/2019

Submitted By: Karla Ruther, Assistant City Planner

SUBJECT:

CONDUCT A PUBLIC HEARING TO TAKE COMMENTS ON A REZONING FOR PROPERTY DESCRIBED AS LOT 5, BLOCK 2, LAHOMA ADDITION, LOCATED AT 603 SOUTH CLEVELAND STREET, FROM C-1 LIGHT COMMERCIAL DISTRICT TO C-3 GENERAL COMMERCIAL DISTRICT.

BACKGROUND:

The property being considered is located at 603 South Cleveland Street and is currently zoned C-1. The applicant, Buddy Nicholas, is requesting to rezone the C-1 Light Commercial District to C-3 General Commercial District. The applicant is proposing to utilize the property for commercial development.

Envision Enid Comprehensive Plan classifies the area being rezoned as a Community Center.

Engineering has determined that the existing infrastructure (water, sewer and roads) is adequate for the rezoning.

The Metropolitan Area Planning Commission unanimously recommended approval at their April 15, 2019 meeting.

RECOMMENDATION:

Conduct a hearing.

PRESENTER:

Chris Bauer, Planning Administrator.

Fiscal Impact

Budgeted Y/N: N
Amount: \$0.00
Funding Source:
N/A

Attachments

Complan, zoning utilities



Community Centers

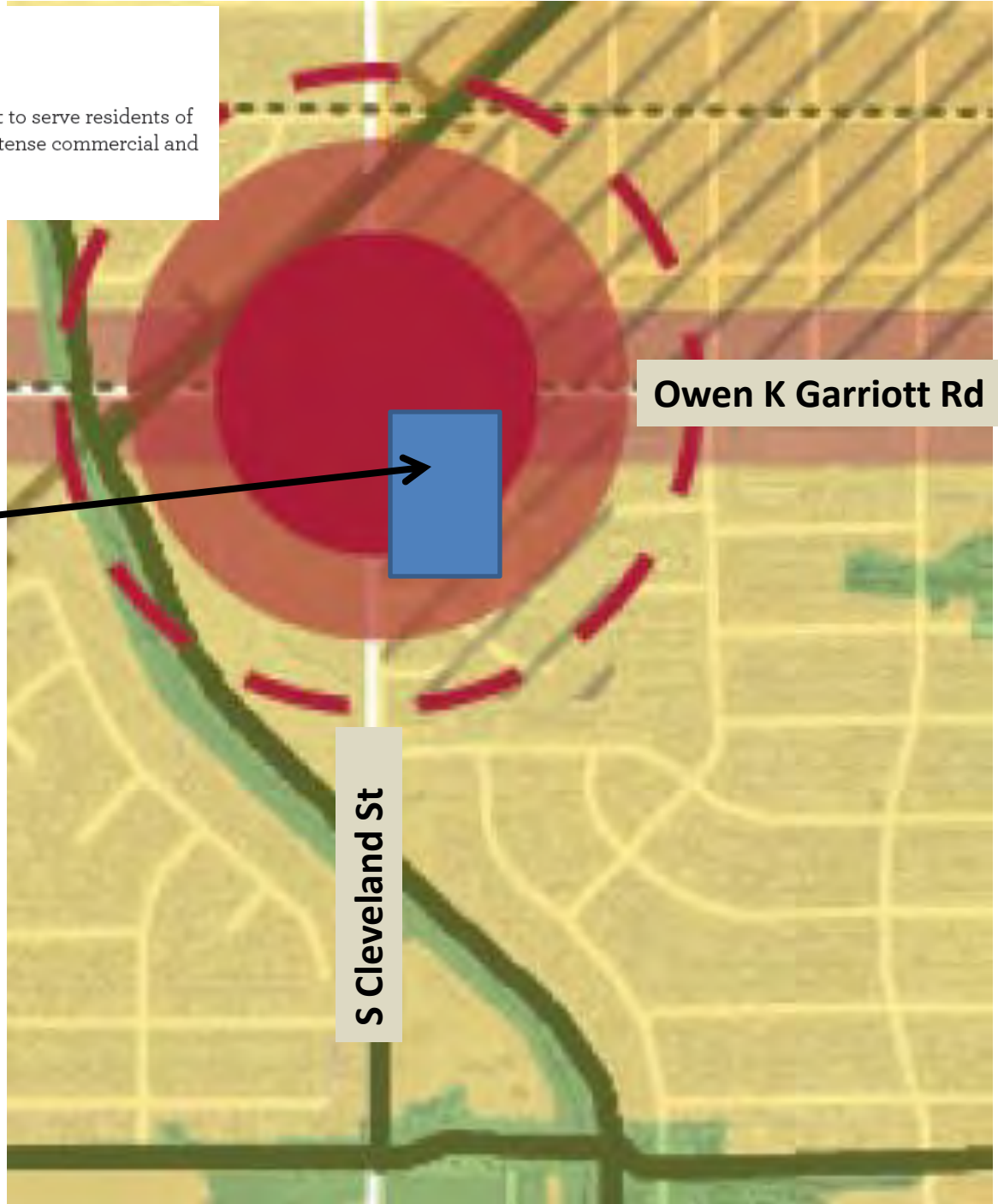
Community Centers are larger commercial centers meant to serve residents of the whole community. These centers can include more intense commercial and institutional uses, such as grocery stores.

Lahoma
Addition



S Cleveland St

Owen K Garriott Rd





C-3

B Court

C-1

S Cleveland St

603 S Cleveland
rezoning to C-3

C-3

R-4

C Court

F2301
500 GPM 20psi

2J291

2J008

2762

27

2762

S Cleveland St

10

WWP 528

B Court

6

8

TK204
3.58



City Commission Meeting

6.2.

Meeting Date: 05/06/2019

Submitted By: Karla Ruther, Assistant City Planner

SUBJECT:

CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2014, TITLE 11, ENTITLED "ZONING", CHAPTER 2, ENTITLED "ADMINISTRATION AND ENFORCEMENT", SECTION 11-2-1 ENTITLED "CHANGES AND AMENDMENTS", TO CHANGE LOT 5, BLOCK 2, LAHOMA ADDITION TO REZONE CERTAIN PROPERTY AS GENERAL COMMERCIAL DISTRICT AND DESCRIBING THE SAME, TO AMEND THE ZONING MAP ACCORDINGLY; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

BACKGROUND:

This is a companion item to 6.1.

RECOMMENDATION:

Approve the ordinance.

PRESENTER:

Chris Bauer, Planning Administrator.

Attachments

Ordinance

ORDINANCE NO. 2019- _____

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2014 TITLE 11, ENTITLED "ZONING", CHAPTER 2, ENTITLED "ADMINISTRATION AND ENFORCEMENT", SECTION 11-2-1, ENTITLED "CHANGES AND AMENDMENTS", TO CHANGE LOT 5, BLOCK 2, LAHOMA ADDITION TO REZONE CERTAIN PROPERTY AS GENERAL COMMERCIAL DISTRICT AND DESCRIBING THE SAME, TO AMEND THE ZONING MAP ACCORDINGLY; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

ORDINANCE

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

Section 1: That Title 11, Chapter 2, Section 11-2-1, of the City of Enid, Oklahoma, is hereby amended by changing the following to a General Commercial District:

- A. Lot 5, Block 2, Lahoma Addition is changed to C-3 General Commercial District and the boundaries of the zones on the "Zoning Map, Enid, Oklahoma" are hereby changed accordingly.

Section 2: Repealer. All ordinances or parts thereof, which are inconsistent with this ordinance, are hereby repealed.

Section 3: Savings Clause. Nothing in this ordinance hereby adopted shall be construed to affect any suit or proceedings now pending in any court, or any rights acquired or liability incurred, nor any cause or causes of action accrued or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired or affected by this ordinance.

Section 4: Severability. If any one or more of the sections, sentences, clauses or parts of this ordinance, chapter or section shall, for any reason, be held invalid, the invalidity of such section, clause or part shall not affect or prejudice in any way the applicability and validity of any other provision of this ordinance. It is hereby declared to be the intention of the City Commission of the City of Enid that this section of the Enid Municipal Code would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part not been included.

Section 5: Codification. This ordinance shall be codified as Title 11, Chapter 2, Section 11-2-1 of the Enid Municipal Code, 2014.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this 6th day of May 2019.

CITY OF ENID, OKLAHOMA

George Pankonin, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

Approved as to Form and Legality:

Carol Lahman, City Attorney

City Commission Meeting

6.3.

Meeting Date: 05/06/2019

Submitted By: Karla Ruther, Assistant City Planner

SUBJECT:

CONDUCT A PUBLIC HEARING TO TAKE COMMENTS ON A REZONING FOR PROPERTY DESCRIBED AS LOT 6, BLOCK 2, LAHOMA ADDITION, LOCATED AT 611 SOUTH CLEVELAND STREET, FROM R-4 RESIDENTIAL DUPLEX OR TWO-FAMILY DWELLING DISTRICT TO C-3 GENERAL COMMERCIAL DISTRICT.

BACKGROUND:

The property being considered is located at 611 South Cleveland Street and is currently zoned R-4. The applicant, City of Enid, is requesting to rezone the R-4 Residential Duplex or Two-Family Dwelling District to C-3 General Commercial District. The applicant is proposing to utilize the property for commercial development.

Envision Enid Comprehensive Plan classifies the area being rezoned as a Community Center.

Engineering has determined that the existing infrastructure (water, sewer and roads) is adequate for the rezoning.

The Metropolitan Area Planning Commission unanimously recommended approval at their April 15, 2019, meeting.

RECOMMENDATION:

Conduct the hearing.

PRESENTER:

Chris Bauer, Planning Administrator.

Attachments

complan, zoning, utilities



Community Centers

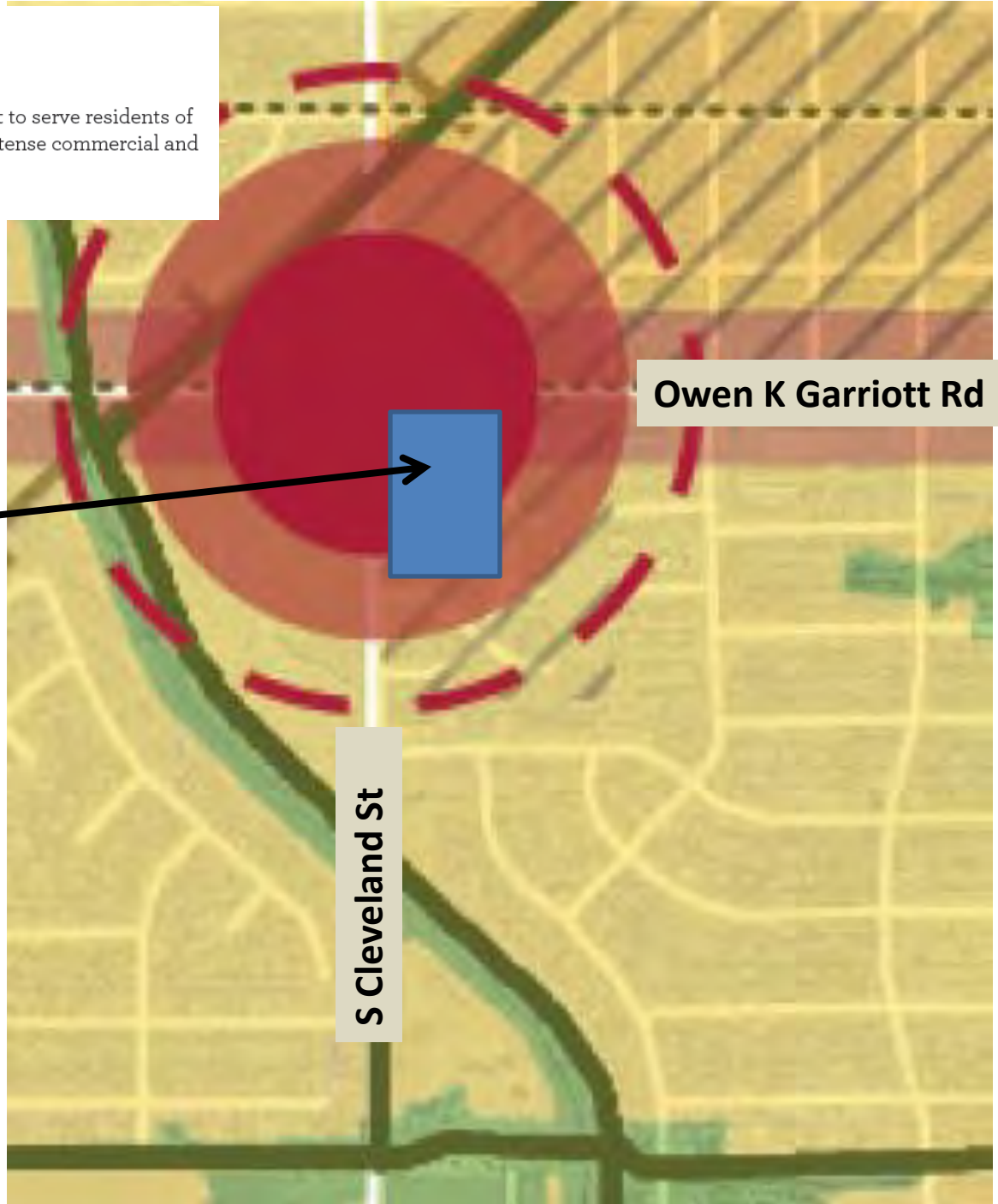
Community Centers are larger commercial centers meant to serve residents of the whole community. These centers can include more intense commercial and institutional uses, such as grocery stores.

Lahoma
Addition



S Cleveland St

Owen K Garriott Rd





C-3

B Court

C-1

S Cleveland St

611 S Cleveland
rezoning to C-3

C-3

R-4

C Court

F2301
500 GPM 20psi

2J291

2J008

2762

TK204
3.58

B Court

S Cleveland St



611 S Cleveland

10

WWP 528

27

2762

6

8

City Commission Meeting

6.4.

Meeting Date: 05/06/2019

Submitted By: Karla Ruther, Assistant City Planner

SUBJECT:

CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2014, TITLE 11, ENTITLED "ZONING", CHAPTER 2, ENTITLED "ADMINISTRATION AND ENFORCEMENT", SECTION 11-2-1, ENTITLED "CHANGES AND AMENDMENTS", TO CHANGE LOT 6, BLOCK 2, LAHOMA ADDITION TO REZONE CERTAIN PROPERTY AS GENERAL COMMERCIAL DISTRICT AND DESCRIBING THE SAME, TO AMEND THE ZONING MAP ACCORDINGLY; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

BACKGROUND:

This is a companion item to 6.3.

RECOMMENDATION:

Consider the ordinance.

PRESENTER:

Chris Bauer, Planning Administrator.

Attachments

611 S Cleveland ordinance

ORDINANCE NO. 2019- _____

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2014 TITLE 11, ENTITLED "ZONING", CHAPTER 2, ENTITLED "ADMINISTRATION AND ENFORCEMENT", SECTION 11-2-1, ENTITLED "CHANGES AND AMENDMENTS", TO CHANGE LOT 6, BLOCK 2, LAHOMA ADDITIONN TO REZONE CERTAIN PROPERTY AS GENERAL COMMERCIAL DISTRICT AND DESCRIBING THE SAME, TO AMEND THE ZONING MAP ACCORDINGLY; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

ORDINANCE

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

Section 1: That Title 11, Chapter 2, Section 11-2-1, of the City of Enid, Oklahoma, is hereby amended by changing the following to a Special Use District:

- A. Lot 6, Block 2, Lahoma Addition is changed to C-3 General Commercial District and the boundaries of the zones on the "Zoning Map, Enid, Oklahoma" are hereby changed accordingly.

Section 2: Repealer. All ordinances or parts thereof, which are inconsistent with this ordinance, are hereby repealed.

Section 3: Savings Clause. Nothing in this ordinance hereby adopted shall be construed to affect any suit or proceedings now pending in any court, or any rights acquired or liability incurred, nor any cause or causes of action accrued or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired or affected by this ordinance.

Section 4: Severability. If any one or more of the sections, sentences, clauses or parts of this ordinance, chapter or section shall, for any reason, be held invalid, the invalidity of such section, clause or part shall not affect or prejudice in any way the applicability and validity of any other provision of this ordinance. It is hereby declared to be the intention of the City Commission of the City of Enid that this section of the Enid Municipal Code would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part not been included.

Section 5: Codification. This ordinance shall be codified as Title 11, Chapter 2, Section 11-2-1 of the Enid Municipal Code, 2014.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this 6th day of May 2019.

CITY OF ENID, OKLAHOMA

George Pankonin, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

Approved as to Form and Legality:

Carol Lahman, City Attorney

City Commission Meeting

6.5.

Meeting Date: 05/06/2019

Submitted By: Karla Ruther, Assistant City Planner

SUBJECT:

CONDUCT A PUBLIC HEARING TO TAKE COMMENTS ON A REZONING FOR PROPERTY DESCRIBED AS BLOCK 10, LAHOMA ADDITION, LOCATED AT 2201 WEST OWEN K. GARRIOTT ROAD FROM SU SPECIAL USE DISTRICT TO C-3 GENERAL COMMERCIAL DISTRICT.

BACKGROUND:

The property being considered is located at 2201 West Owen K. Garriott Road and is currently zoned SU. The City of Enid is requesting to rezone the SU Special Use District to C-3 General Commercial District. The applicant is proposing to utilize the property for commercial development.

Envision Enid Comprehensive Plan classifies the area being rezoned as a Community Center.

Engineering has determined that the existing infrastructure (water, sewer and roads) is adequate for the rezoning.

The Metropolitan Area Planning Commission unanimously recommended approval at their April 15, 2019, meeting.

RECOMMENDATION:

Conduct the hearing.

PRESENTER:

Chris Bauer, Planning Administrator.

Attachments

Complan, zoning, utilities



Community Centers

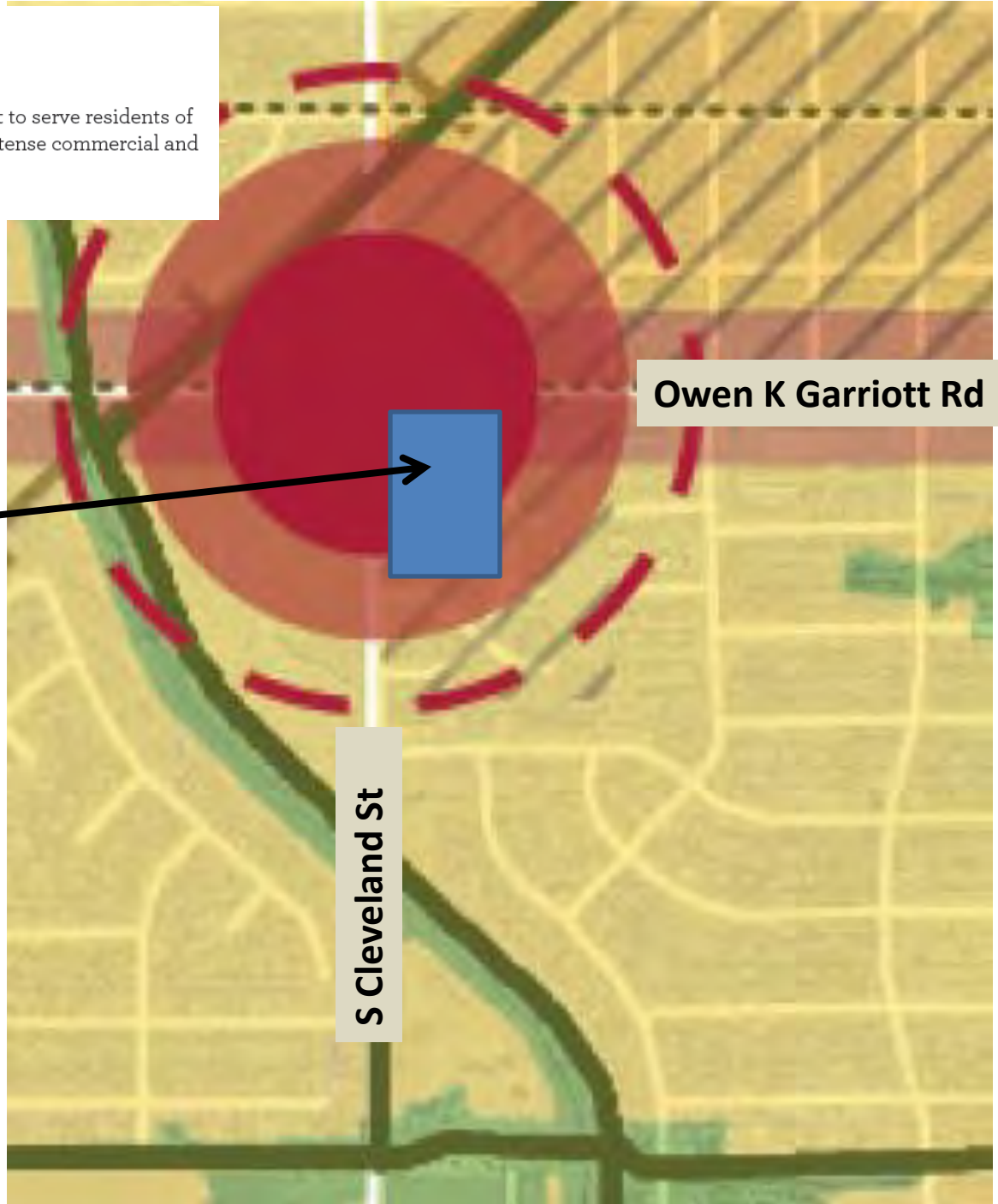
Community Centers are larger commercial centers meant to serve residents of the whole community. These centers can include more intense commercial and institutional uses, such as grocery stores.

Lahoma
Addition



S Cleveland St

Owen K Garriott Rd



Owen K Garriott Rd

412

Owen K Garriott Rd

A Street

B Court

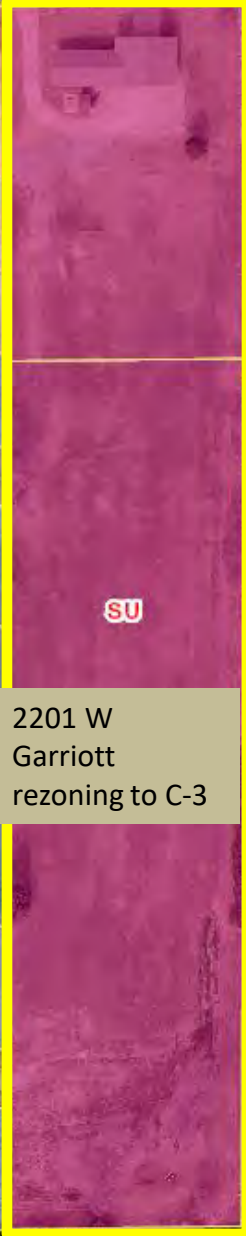
D Court

Camelot Dr

Wilshire Dr

S Hayes St

Hayes St



2201 W
Garriott
rezoning to C-3

SU

R-5

R-7



City Commission Meeting

6.6.

Meeting Date: 05/06/2019

Submitted By: Karla Ruther, Assistant City Planner

SUBJECT:

CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2014, TITLE 11, ENTITLED "ZONING", CHAPTER 2, ENTITLED "ADMINISTRATION AND ENFORCEMENT", SECTION 11-2-1, ENTITLED "CHANGES AND AMENDMENTS", TO CHANGE BLOCK 10, LAHOMA ADDITION TO REZONE CERTAIN PROPERTY AS GENERAL COMMERCIAL DISTRICT AND DESCRIBING THE SAME, TO AMEND THE ZONING MAP ACCORDINGLY; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

BACKGROUND:

This is a companion item to 6.5.

RECOMMENDATION:

Consider the ordinance.

PRESENTER:

Chris Bauer, Planning Administrator.

Attachments

2201 W Garriott ordinance

ORDINANCE NO. 2019- _____

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2014 TITLE 11, ENTITLED "ZONING", CHAPTER 2, ENTITLED "ADMINISTRATION AND ENFORCEMENT", SECTION 11-2-1, ENTITLED "CHANGES AND AMENDMENTS", TO CHANGE BLOCK 10, LAHOMA ADDITION TO REZONE CERTAIN PROPERTY AS GENERAL COMMERCIAL DISTRICT AND DESCRIBING THE SAME, TO AMEND THE ZONING MAP ACCORDINGLY; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

ORDINANCE

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

Section 1: That Title 11, Chapter 2, Section 11-2-1, of the City of Enid, Oklahoma, is hereby amended by changing the following to a Special Use District:

- A. Block 10, Lahoma Addition is changed to C-3 General Commercial District and the boundaries of the zones on the "Zoning Map, Enid, Oklahoma" are hereby changed accordingly.

Section 2: Repealer. All ordinances or parts thereof, which are inconsistent with this ordinance, are hereby repealed.

Section 3: Savings Clause. Nothing in this ordinance hereby adopted shall be construed to affect any suit or proceedings now pending in any court, or any rights acquired or liability incurred, nor any cause or causes of action accrued or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired or affected by this ordinance.

Section 4: Severability. If any one or more of the sections, sentences, clauses or parts of this ordinance, chapter or section shall, for any reason, be held invalid, the invalidity of such section, clause or part shall not affect or prejudice in any way the applicability and validity of any other provision of this ordinance. It is hereby declared to be the intention of the City Commission of the City of Enid that this section of the Enid Municipal Code would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part not been included.

Section 5: Codification. This ordinance shall be codified as Title 11, Chapter 2, Section 11-2-1 of the Enid Municipal Code, 2014.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this 6th day of May 2019.

CITY OF ENID, OKLAHOMA

George Pankonin, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

Approved as to Form and Legality:

Carol Lahman, City Attorney

Meeting Date: 05/06/2019

Submitted By: Karla Ruther, Assistant City Planner

SUBJECT:

CONDUCT A PUBLIC HEARING TO TAKE COMMENT ON A REZONING FOR PROPERTY DESCRIBED AS BLOCK 1, LOTS 1, 2, 3, 4, 13, 14, 15 AND 16, BLOCK 2, ORIGINAL TOWNSITE OF CITY OF ENID, GARFIELD COUNTY, OKLAHOMA ACCORDING TO THE RECORDED PLAT THEREOF, ALONG WITH A PORTION OF VACATED NORTH 9TH STREET BETWEEN EAST BROADWAY AVENUE AND EAST RANDOLPH AVENUE DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF BLOCK 1, ORIGINAL TOWNSITE OF THE CITY OF ENID; THENCE SOUTH 320 FEET TO THE SOUTHWEST CORNER OF BLOCK 1, ORIGINAL TOWNSITE OF THE CITY OF ENID; THENCE WEST 80 FEET TO THE SOUTHEAST CORNER OF LOT 16, BLOCK 2, ORIGINAL TOWNSITE OF THE CITY OF ENID; THENCE 320 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 2, ORIGINAL TOWNSITE OF THE CITY OF ENID; THENCE 80 FEET TO THE POINT OF BEGINNING, LOCATED IN THE 800 BLOCKS OF EAST RANDOLPH AVENUE AND EAST BROADWAY AVENUE FROM C-3 GENERAL COMMERCIAL DISTRICT AND R-7 RESIDENTIAL MULTI-FAMILY DWELLING DISTRICT TO SU SPECIAL USE DISTRICT.

BACKGROUND:

The property being considered is located in the 800 blocks of East Randolph Avenue and East Broadway Avenue and is currently zoned C-3 and R-7. The applicant, Enid Public Schools, is requesting to rezone the C-3 and R-7 to SU Special Use District. The applicant is proposing to utilize the property for playground improvements for Longfellow Middle School.

Envision Enid Comprehensive Plan classifies the area being rezoned as a Neighborhood Corridors and Redeveloping Neighborhoods.

Engineering has determined that the existing infrastructure (water, sewer and roads) is adequate for the rezoning.

The Metropolitan Area Planning Commission unanimously recommended approval at their April 15, 2019 meeting.

RECOMMENDATION:


Conduct the hearing.

PRESENTER:

Chris Bauer, Planning Administrator.

Attachments

Complan, zoning, utilities

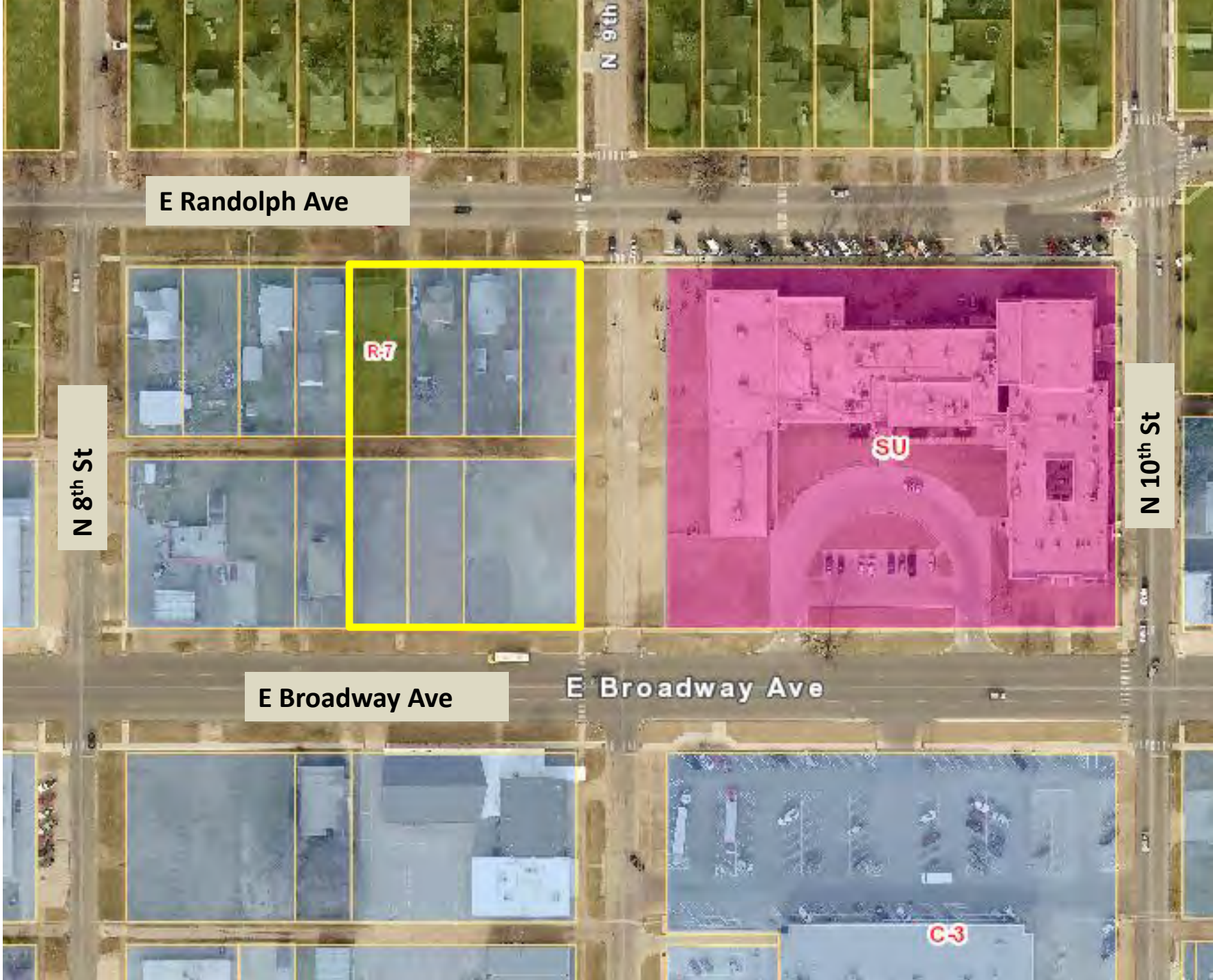


Neighborhood Corridors

Neighborhood Corridors, such as Grand Avenue, Willow Road, and Van Buren Street (south of West Garriott), and Broadway Avenue connect various centers with multi-modal streets bordered by low-intensity commercial and mixed-use development. Commercial development along these arterials should have limited driveway access to promote mobility and reduce pedestrian conflicts, but can incorporate on-street parking.

Redeveloping Neighborhoods

Redeveloping Neighborhoods are also predominantly residential, but should be targeted for special reinvestment efforts in order to correct for a previous pattern of disinvestment. By reinvesting in these areas, Enid is able to fully leverage its existing infrastructure and ensure a complete and even development pattern.



E Randolph Ave

N 9th

N 8th St

R-7

SU

N 10th St

E Broadway Ave

E Broadway Ave

C-3



E Randolph Ave

E Randolph Ave

N 8th St

N 10th St

E Broadway Ave

City Commission Meeting

6.8.

Meeting Date: 05/06/2019

Submitted By: Karla Ruther, Assistant City Planner

SUBJECT:

CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2014, TITLE 11, ENTITLED "ZONING", CHAPTER 2, ENTITLED "ADMINISTRATION AND ENFORCEMENT", SECTION 11-2-1, ENTITLED "CHANGES AND AMENDMENTS" TO CHANGE BLOCK 1, LOTS 1, 2, 3, 4, 13, 14, 15 AND 16, BLOCK 2, ORIGINAL TOWNSITE OF CITY OF ENID, GARFIELD COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, ALONG WITH A PORTION OF VACATED NORTH 9TH STREET BETWEEN EAST BROADWAY AVENUE AND EAST RANDOLPH AVENUE DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF BLOCK 1, ORIGINAL TOWNSITE OF THE CITY OF ENID; THENCE SOUTH 320 FEET TO THE SOUTHWEST CORNER OF BLOCK 1, ORIGINAL TOWNSITE OF THE CITY OF ENID; THENCE WEST 80 FEET TO THE SOUTHEAST CORNER OF LOT 16, BLOCK 2, ORIGINAL TOWNSITE OF THE CITY OF ENID; THENCE 320 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 2, ORIGINAL TOWNSITE OF THE CITY OF ENID; THENCE 80 FEET TO THE POINT OF BEGINNING TO REZONE CERTAIN PROPERTY AS SOCIAL USE DISTRICT AND DESCRIBING THE SAME, TO AMEND THE ZONING MAP ACCORDINGLY; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

BACKGROUND:

This is a companion item to 6.7.

RECOMMENDATION:

Consider the ordinance.

PRESENTER:

Chris Bauer, Planning Administrator.

Attachments

Longfellow ordinance

ORDINANCE NO. 2019- _____

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2014 TITLE 11, ENTITLED "ZONING", CHAPTER 2, ENTITLED "ADMINISTRATION AND ENFORCEMENT", SECTION 11-2-1, ENTITLED "CHANGES AND AMENDMENTS", TO CHANGE BLOCK 1, LOTS 1, 2, 3, 4, 13, 14, 15 AND 16, BLOCK 2, ORIGINAL TOWNSITE OF CITY OF ENID, GARFIELD COUNTY, OKLAHOMA ACCORDING TO THE RECORDED PLAT THEREOF, ALONG WITH A PORTION OF VACATED NORTH 9TH STREET BETWEEN EAST BROADWAY AVENUE AND EAST RANDOLPH AVENUE DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF BLOCK 1, ORIGINAL TOWNSITE OF ENID, THENCE SOUTH 320 FEET TO THE SOUTHWEST CORNER OF BLOCK 1, ORIGINAL TOWNSITE OF CITY OF ENID; THENCE WEST 80 FEET TO THE SOUTHEAST CORNER OF LOT 16, BLOCK 2, ORIGINAL TOWNSITE OF THE CITY OF ENID; THENCE 320 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 2, ORIGINAL TOWNSITE OF THE CITY OF ENID, THENCE EAST 80 FEET TO THE POINT OF BEGINNING TO REZONE CERTAIN PROPERTY AS SPECIAL USE DISTRICT AND DESCRIBING THE SAME, TO AMEND THE ZONING MAP ACCORDINGLY; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

ORDINANCE

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

Section 1: That Title 11, Chapter 2, Section 11-2-1, of the City of Enid, Oklahoma, is hereby amended by changing the following to a Special Use District:

- A. Block 1, Lots 1, 2, 3, 4, 13, 14, 15 and 16, Block 2, Original Townsite of City of Enid, Garfield County, Oklahoma according to the recorded plat thereof, along with a portion of vacated North 9th Street between East Broadway Avenue and East Randolph Avenue described as beginning at the northwest corner of Block 1, Original Townsite of Enid, Thence South 320 feet to the southwest corner of Block 1, Original Townsite of City of Enid; Thence West 80 feet to the Southeast corner of Lot 16, Block 2, Original Townsite of the City of Enid; Thence 320 feet to the Northeast corner of lot 1, Block 2, Original Townsite of the City of Enid, Thence East 80 feet to the point of beginning

is changed to SU Special Use District and the boundaries of the zones on the Zoning Map, Enid, Oklahoma" are hereby changed accordingly.

Section 2: Repealer. All ordinances or parts thereof, which are inconsistent with this ordinance, are hereby repealed.

Section 3: Savings Clause. Nothing in this ordinance hereby adopted shall be construed to affect any suit or proceedings now pending in any court, or any rights acquired or liability incurred, nor any cause or causes of action accrued or existing, under any act or ordinance

repealed hereby. Nor shall any right or remedy of any character be lost, impaired or affected by this ordinance.

Section 4: Severability. If any one or more of the sections, sentences, clauses or parts of this ordinance, chapter or section shall, for any reason, be held invalid, the invalidity of such section, clause or part shall not affect or prejudice in any way the applicability and validity of any other provision of this ordinance. It is hereby declared to be the intention of the City Commission of the City of Enid that this section of the Enid Municipal Code would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part not been included.

Section 5: Codification. This ordinance shall be codified as Title 11, Chapter 2, Section 11-2-1 of the Enid Municipal Code, 2014.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this 6th day of May 2019.

CITY OF ENID, OKLAHOMA

George Pankonin, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

Approved as to Form and Legality:

Carol Lahman, City Attorney

City Commission Meeting

6.9.

Meeting Date: 05/06/2019

Submitted By: Karla Ruther, Assistant City Planner

SUBJECT:

CONDUCT A PUBLIC HEARING TO TAKE COMMENT ON A REZONING FOR PROPERTY DESCRIBED AS LOT 1, BLOCK 7, DOUTHITT'S 3RD ADDITION, LOCATED AT 601 WEST STATE AVENUE, FROM SU SPECIAL USE DISTRICT TO C-O COMMERCIAL OFFICE DISTRICT.

BACKGROUND:

The property being considered is located at 601 West State Avenue and is currently is zoned SU. Dr. Bill E. Taylor is requesting to rezone the SU Special Use District to C-O Commercial Office District. The applicant is proposing to utilize the property for commercial office use.

Envision Enid Comprehensive Plan classifies the area being rezoned as Traditional Neighborhood.

Engineering has determined that the existing infrastructure (water, sewer and roads) is adequate for the rezoning.

The Metropolitan Area Planning Commission unanimously recommended approval at their April 15, 2019, meeting.

RECOMMENDATION:

Conduct the hearing.

PRESENTER:

Chris Bauer, Planning Administrator.

Attachments

Complan, utilities, zoning



Traditional Neighborhoods

Traditional Neighborhoods in Enid are predominantly residential in character, but should provide a diverse array of housing options that meet the lifestyle needs of all of Enid's current and future residents.

412

W Owen K Garriott Rd

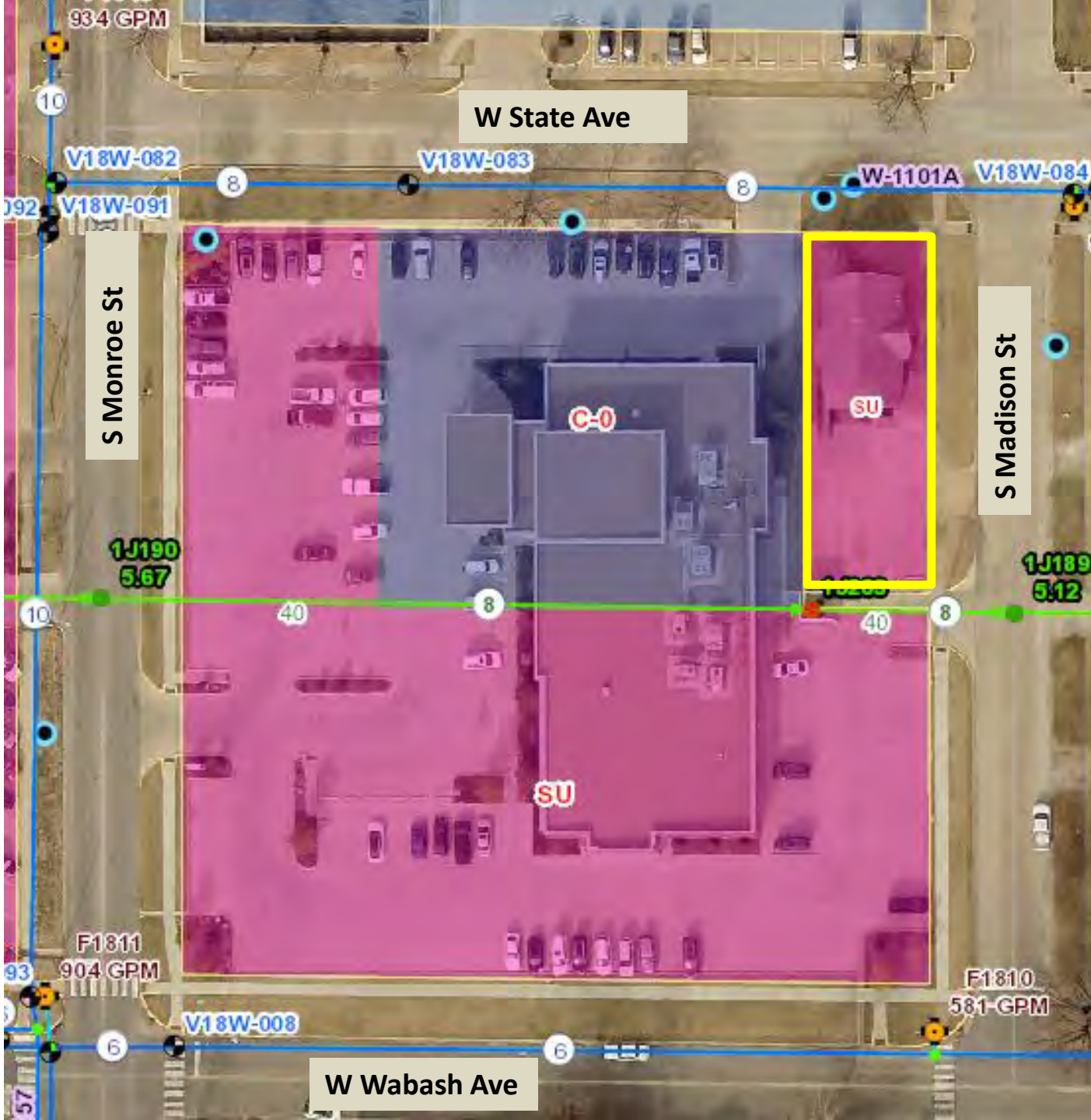
Integris Bass
Baptist Hospital

S Monroe St

S Madison St

W Wabash Ave





W State Ave

S Monroe St

S Madison St

W Wabash Ave

C-0

SU

SU

934 GPM

V18W-082

V18W-083

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5.67

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904 GPM

F1810
581 GPM

V18W-008

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6

6

57

City Commission Meeting

6.10.

Meeting Date: 05/06/2019

Submitted By: Karla Ruther, Assistant City Planner

SUBJECT:

CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2014, TITLE 11, ENTITLED "ZONING", CHAPTER 2, ENTITLED "ADMINISTRATION AND ENFORCEMENT", SECTION 11-2-1, ENTITLED " CHANGES AND AMENDMENTS", TO CHANGE LOT 1, BLOCK 7, DOUTHITT'S 3RD ADDITION TO REZONE CERTAIN PROPERTY AS COMMERCIAL OFFICE DISTRICT AND DESCRIBING THE SAME, TO AMEND THE ZONING MAP ACCORDINGLY; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

BACKGROUND:

This is a companion item to 6.9.

RECOMMENDATION:

Consider the ordinance.

PRESENTER:

Chris Bauer, Planning Administrator.

Attachments

601 W State ordinance

ORDINANCE NO. 2019- _____

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2014 TITLE 11, ENTITLED "ZONING", CHAPTER 2, ENTITLED "ADMINISTRATION AND ENFORCEMENT", SECTION 11-2-1, ENTITLED "CHANGES AND AMENDMENTS", TO CHANGE LOT 1, BLOCK 7, DOUTHITT'S 3RD ADDITION TO REZONE CERTAIN PROPERTY AS COMMERCIAL OFFICE DISTRICT AND DESCRIBING THE SAME, TO AMEND THE ZONING MAP ACCORDINGLY; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

ORDINANCE

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

Section 1: That Title 11, Chapter 2, Section 11-2-1, of the City of Enid, Oklahoma, is hereby amended by changing the following to a Special Use District:

- A. Lot 1, Block 7, Douthitt's 3rd Addition is changed to C-O Commercial Office District and the boundaries of the zones on the "Zoning Map, Enid, Oklahoma" are hereby changed accordingly.

Section 2: Repealer. All ordinances or parts thereof, which are inconsistent with this ordinance, are hereby repealed.

Section 3: Savings Clause. Nothing in this ordinance hereby adopted shall be construed to affect any suit or proceedings now pending in any court, or any rights acquired or liability incurred, nor any cause or causes of action accrued or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired or affected by this ordinance.

Section 4: Severability. If any one or more of the sections, sentences, clauses or parts of this ordinance, chapter or section shall, for any reason, be held invalid, the invalidity of such section, clause or part shall not affect or prejudice in any way the applicability and validity of any other provision of this ordinance. It is hereby declared to be the intention of the City Commission of the City of Enid that this section of the Enid Municipal Code would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part not been included.

Section 5: Codification. This ordinance shall be codified as Title 11, Chapter 2, Section 11-2-1 of the Enid Municipal Code, 2014.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this 6th day of May 2019.

CITY OF ENID, OKLAHOMA

George Pankonin, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

Approved as to Form and Legality:

Carol Lahman, City Attorney

City Commission Meeting

7.1.

Meeting Date: 05/06/2019

SUBJECT:

DISCUSS AND TAKE NECESSARY ACTION ON THE FISCAL YEAR 2019-2020 CITY OF ENID BUDGET.

City Commission Meeting

7.2.

Meeting Date: 05/06/2019

Submitted By: Cary Huffhines, Executive Assistant

SUBJECT:

HOLD A PUBLIC HEARING ON AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2014, TITLE 11 "ZONING", CHAPTER 3 "BOARD OF ADJUSTMENT", SECTION 11-3-6 "SPECIAL EXCEPTIONS" TO ADD A SPECIAL EXCEPTION FOR TELECOMMUNICATION FACILITIES; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.

BACKGROUND:

The Federal Telecommunications Act of 1996 and the case law that has resulted from it makes the review of cell tower placement within city limits a complicated process. The current method of review has been to utilize the variance process but the factors that the Board of Adjustment must consider in granting a variance are set by statute. The federal act prohibits municipalities from prohibiting personal wireless services or unreasonably discriminating among providers of functionally equivalent services.

The proposed ordinance creates a special exception that codifies federal prohibitions and the case law to provide the tailored review process that is required by the act. This ordinance was reviewed by the City Council at its January 15, 2019 study session and was reviewed by MAPC at its April 15, 2019 meeting.

RECOMMENDATION:

Hold a hearing.

PRESENTER:

Carol Lahman, City Attorney

City Commission Meeting

7.3.

Meeting Date: 05/06/2019

Submitted By: Cary Huffhines, Executive Assistant

SUBJECT:

CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2014, TITLE 11 “ZONING”, CHAPTER 1, “PURPOSE; INTERPRETATION; DEFINITIONS”, SECTION 11-1-7 “DEFINITIONS” TO ADD “IMAGINARY SURFACES” AND “VERTICAL OBSTRUCTIONS”; CHAPTER 3 “BOARD OF ADJUSTMENT”, SECTION 11-3-6 “SPECIAL EXCEPTIONS” TO ADD A SPECIAL EXCEPTION FOR TELECOMMUNICATION FACILITIES PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.

BACKGROUND:

This is a companion item to item 7.2.

RECOMMENDATION:

Approve ordinance.

PRESENTER:

Carol Lahman, City Attorney

Attachments

Special Exception Ordinance

Figure 31

Figure 33

ORDINANCE NO. 2019-

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2014, TITLE 11 “ZONING”, CHAPTER 1, “PURPOSE; INTERPRETATION; DEFINITIONS”, SECTION 11-1-7 “DEFINITIONS” TO ADD “IMAGINARY SURFACES” AND “VERTICAL OBSTRUCTIONS”; CHAPTER 3 “BOARD OF ADJUSTMENT”, SECTION 11-3-6 “SPECIAL EXCEPTIONS” TO ADD A SPECIAL EXCEPTION FOR TELECOMMUNICATION FACILITIES PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.

ORDINANCE

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

Section I: That Title 11, Chapter 1, Purpose; Interpretation; Definitions, §11-1-7, “Definitions” is hereby amended to add definitions to the alphabetical list of definitions to read as follows:

11-1-7: DEFINITIONS:

Imaginary Surfaces:

A three dimensional geographic area comprising approach and departure airspace corridors and surrounding navigable airspace that the United States Department of Defense and Federal Aviation Administration have designed to graphically show the airspace that requires protection from vertical obstructions. From the imaginary surfaces comes a set of height restrictions that are based upon the runways and the types of aircraft that utilize said runways. The height restrictions are measured utilizing as a baseline the established airport elevation (EAE). The EAE for Vance Air Force Base is 1,307 feet above sea level. The EAE for Woodring Regional Airport is 1,167 feet above sea level.

Visual Obstruction:

Objects or structures, natural or manmade, that exceed a specified height above the ground and extend into protected airspace of an airfield.

Section II: That Title 11, Chapter 3, Section 11-3-6 is hereby amended as follows:

11-3-6: SPECIAL EXCEPTIONS:

A. Authority: The board of adjustment is authorized to make special exceptions to specific uses allowed within each zoning category according to this title in appropriate cases only in

accordance with general or specific provisions contained in this title and subject to appropriate conditions and safeguards in harmony with its general purpose and intent.

B. Powers Relative To Special Exceptions: The board of adjustment is authorized to hear and decide appeals for special exceptions to the terms of this title in accordance with the following provisions:

1. To permit the extension of a zoning district where the boundary line of a district divides a lot in single ownership or shown of record.
2. To interpret the provisions of this title where the actual street layout varies from the street layout as shown on the city zoning map.
3. To permit the reconstruction of an owner occupied single-family residence, located in I-2 light industrial and I-3 heavy industrial zoning districts, which have been damaged by fire or other causes to the extent of more than fifty percent (50%) of its replacement value.
4. To grant exceptions to the off street parking requirements set forth in chapter 12 of this title, if it is determined:

a. The size and shape of the lot to be built on is such that off street parking provisions could not be complied with.

b. The proposed use will not create undue traffic congestion on adjacent streets.

5. To permit the location of owner occupied mobile homes within the agricultural and R-1 residential estate zoning districts in accordance with the following provisions:

a. Minimum Area Regulations:

(1) Lot area - five (5) acres.

(2) Frontage of lot - three hundred feet (300').

(3) Setbacks:

Front yard - fifty feet (50').

Side yard - one hundred feet (100').

Rear yard - one hundred feet (100').

(4) Accessory buildings - same as A agricultural or R-1 residential estate.

b. Conformance With City Standards: The installation of any mobile home shall be in conformance with all city standards and regulations.

c. Affect On Surrounding Area: The board of adjustment shall determine that the location of a mobile home at the proposed site will not adversely impact the value and qualities of the surrounding area.

6. To permit telecommunications facilities within the agricultural, residential, commercial (C-1 through C-3), industrial (I-1 through I-2), and special use zoning districts¹ in accordance with the following provisions:

a. such use shall comply with all rules, regulations, and licensing requirements adopted by the Federal Communications Commission and the Federal Aviation Administration for telecommunications facilities;

b. the location and height of the facility is consistent with the Vance Air Force Base Vertical Obstruction Military Compatibility Area as depicted in Figure 31 of the Vance AFB JLUS 2018 and the Woodring Regional Airport Vertical Obstruction Compatibility Area as depicted in Figure 33 of the Vance AFB JLUS 2018;

c. if based upon the character of the neighborhood, the zoning and uses of the property nearby, it is determined that the detrimental effect, if any, to nearby property is outweighed by the applicant's need for the facility; and

d. the applicant has demonstrated that there is a significant gap in the applicant's service coverage and that the proposed facility serves as the least intrusive means necessary to alleviate the gap.

If the special exception is denied, the denial shall include specific factual findings that evidence that the site is not appropriate and would adversely impact the surrounding area pursuant to 47 U.S.C. §332(c)(7)(B)(iii).

C. Board Consideration; Actions: When considering the appeal, the board may weigh evidence as presented by the applicant and adjoining property owners, as well as city staff. The board may include additional conditions as it considers necessary for the granting of the special exception. (Ord. 80-29, 12-16-1980 as amended)

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

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

¹ There are no height restrictions for C-4 and I-3 zoning districts and the placement of telecommunications facilities are permitted uses in these districts.

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

Section VI: Codification. This ordinance shall be codified as Title 11, Chapter 1, Section 11-1-7 and Chapter 3, Section 11-3-6 of the Enid Municipal Code, 2014.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this 6 day of March, 2019.

CITY OF ENID, OKLAHOMA

George Pankonin, Mayor

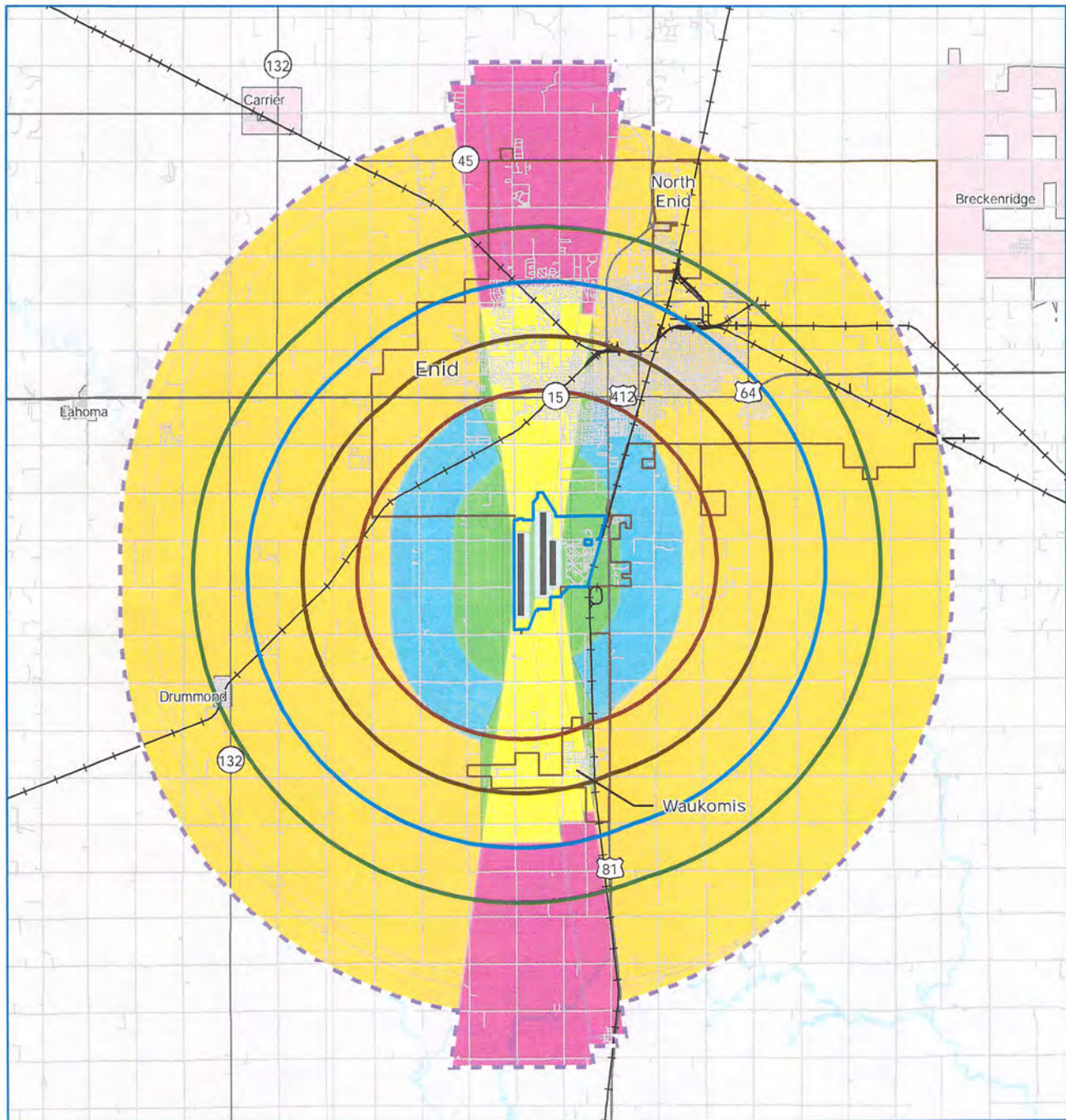
(SEAL)

ATTEST

Alissa Lack, City Clerk

Approved as to Form and Legality:

Carol Lahman, City Attorney



- | | | |
|----------------------------|-----------------------------------|-------------------|
| Vertical Obstructions MCA | Approach Departure Zone (50:1) | Runway Centerline |
| Up to 200' @ 3NM | Approach/Departure (Horizontal) | Vance AFB |
| Up to 300' @ 4NM | Inner Horizontal Surface (150 ft) | JLUS Partner City |
| Up to 400' @ 5NM | Conical Surface (20:1) | City/Town |
| Up to 500' @ 6NM | Outer Horizontal Surface (500 ft) | Highway |
| Imaginary Surface Subzones | Transitional Surface (7:1) | Local Road |
| Primary Surface | | Railroad |
| | | Stream / River |

VANCE AFB
JOINT LAND USE STUDY

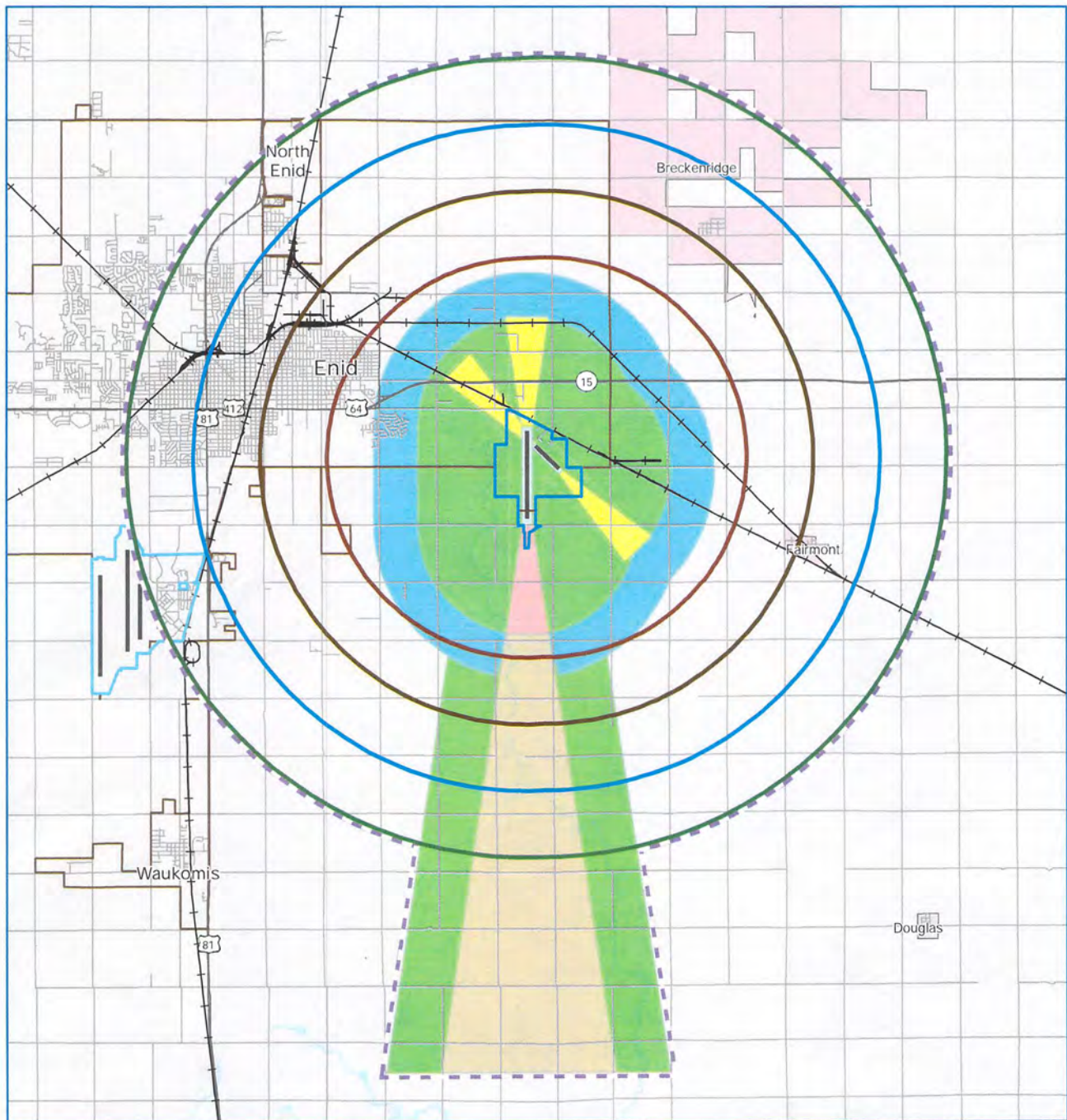
Matrix
DESIGN GROUP

Source: Matrix Design Group, 2018.



0 3 Miles

Figure 31
Vance AFB Vertical Obstruction Military Compatibility Area



- | | | | |
|--|---|--|--|
| <ul style="list-style-type: none"> Vertical Obstructions MCA Up to 200' @ 3NM Up to 300' @ 4NM Up to 400' @ 5NM Up to 500' @ 6NM | <ul style="list-style-type: none"> Imaginary Surface Subzones Primary Surface Approach/Departure (34:1) Approach/Departure (40:1) Approach/Departure (50:1) Conical Surface (20:1) Horizontal Surface (150 ft) Transitional Surface (7:1) | <ul style="list-style-type: none"> Runway Centerline Woodring Regional Airport Vance AFB JLUS Partner City City/Town Highway Local Road | <ul style="list-style-type: none"> Railroad Stream / River |
|--|---|--|--|

VANCE AFB
JOINT LAND USE STUDY

Matrix
DESIGN GROUP

Source: Matrix Design Group, 2018, FAA 14 CFR 77.19.



Figure 33
Woodring Regional Airport Vertical Obstructions MCA

City Commission Meeting

7.4.

Meeting Date: 05/06/2019

Submitted By: Cary Huffhines, Executive Assistant

SUBJECT:

HOLD PUBLIC HEARING ON AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 11, "ZONING", CHAPTER 1, "PURPOSE; INTERPRETATION; DEFINITIONS", SECTION 11-1-7 "DEFINITIONS" TO ADD "SMALL WIRELESS FACILITY"; AMENDING CHAPTER 5, "AGRICULTURAL (GENERAL) DISTRICT", SECTION 11-5-2 "PERMITTED USES"; CHAPTER 6 "RESIDENTIAL DISTRICTS" ARTICLE E "R-4A FOUR-FAMILY RESIDENTIAL DISTRICT", SECTION 11-6E-2 "PERMITTED USES"; CHAPTER 9 "SU SPECIAL USE DISTRICT", SECTION 11-9-2 "DISTRICT USE REGULATIONS" TO INCLUDE SMALL WIRELESS FACILITY AS A PERMITTED USE; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION AND DECLARING AN EMERGENCY.

BACKGROUND:

The Oklahoma Small Wireless Facilities Development Act, which went into effect on November 1, 2018, primarily affects placement of small wireless facilities that are no more than 28 cubic feet in volume and are at a height no greater than 50 feet above ground level. The Act requires cities to classify small wireless facilities as a permitted use in all zoning districts except those exclusively zoned for residential single-family or duplex use.

This ordinance, if approved, amends the applicable zoning districts to provide small wireless facilities as a permitted use. This ordinance was reviewed by MAPC at its April 15, 2019 meeting.

RECOMMENDATION:

Hold a hearing.

PRESENTER:

Carol Lahman, City Attorney

Meeting Date: 05/06/2019

Submitted By: Cary Huffhines, Executive Assistant

SUBJECT:

CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 11, "ZONING", CHAPTER 1, "PURPOSE; INTERPRETATION; DEFINITIONS", SECTION 11-1-7 "DEFINITIONS" TO ADD 'SMALL WIRELESS FACILITY'; AMENDING CHAPTER 5, "A AGRICULTURAL (GENERAL) DISTRICT", SECTION 11-5-2 "PERMITTED USES"; CHAPTER 6 "RESIDENTIAL DISTRICTS" ARTICLE E "R-4A FOUR-FAMILY RESIDENTIAL DISTRICT", SECTION 11-6E-2 "PERMITTED USES"; CHAPTER 9 "SU SPECIAL USE DISTRICT", SECTION 11-9-2 "DISTRICT USE REGULATIONS" TO INCLUDE SMALL WIRELESS FACILITY AS A PERMITTED USE; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION AND DECLARING AN EMERGENCY.

BACKGROUND:

This is the companion item to 7.4. This ordinance carries an emergency because the state law went into effect on November 1st, 2018. The emergency clause requires a separate motion.

RECOMMENDATION:

Approve the ordinance. Vote on the emergency.

PRESENTER:

Carol Lahman, City Attorney.

Attachments

Small Wireless Facility

ORDINANCE NO.

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 11, "ZONING", CHAPTER 1, "PURPOSE; INTERPRETATION; DEFINITIONS", SECTION 11-1-7 "DEFINITIONS" TO ADD 'SMALL WIRELESS FACILITY'; AMENDING CHAPTER 5, "A AGRICULTURAL (GENERAL) DISTRICT", SECTION 11-5-2 "PERMITTED USES"; CHAPTER 6 "RESIDENTIAL DISTRICTS" ARTICLE E "R-4A FOUR-FAMILY RESIDENTIAL DISTRICT", SECTION 11-6E-2 "PERMITTED USES"; CHAPTER 9 "SU SPECIAL USE DISTRICT", SECTION 11-9-2 "DISTRICT USE REGULATIONS" TO INCLUDE SMALL WIRELESS FACILITY AS A PERMITTED USE; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION AND DECLARING AN EMERGENCY.

EMERGENCY ORDINANCE

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

Section I: That Title 11, Chapter 1, Purpose; Interpretation; Definitions, §11-1-7, "Definitions" is hereby amended to add a definition to the alphabetical list of definitions to read as follows:

Small Wireless Facility:

a wireless facility that meets the following qualifications:

- a. a height of no greater than 50 feet above ground level,
- b. each antenna of the wireless provider could fit within an enclosure of no more than six (6) cubic feet in volume, and
- c. all other wireless equipment associated with the wireless facility, whether ground-or pole-mounted, is cumulatively no more than twenty eight (28) cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, grounding equipment, power transfer switch, cut-off switch and vertical cable runs for the connection of power and other services.

Section II: That Title 11, Chapter 5, A. Agricultural (General District), Section 11-5-2 is hereby amended to read as follows:

11-5-2: PERMITTED USES:

A. Permitted Uses:

Cemetery.

General gardening and agriculture.

Golf course.

Group home limited in density to five (5) or fewer residents not including staff.

Home occupation.

Mining, quarrying and earth extraction including drilling for oil and gas.

One-family dwelling.

Park or playground.

Plant nursery or greenhouse.

Public or private stable or riding academy.

Public utility buildings and facilities.

Raising of livestock, but not including commercial feed lots, slaughtering, concentration of livestock in a greater number than can normally be pastured and fed on the premises nor the commercial processing of agricultural products.

Religious institutions.

Runways, heliports, and helistops for privately owned airplanes or helicopters.

Small wireless facility.

Watershed protection, including waterways, ponds, lakes and diversion channels.

B. Accessory Uses:

Garden houses, tool houses, playhouses, caretaker's quarters, recreational facilities, private garages and similar non-objectionable accessory buildings.

Stands for the sale of agricultural produce produced on the premises; provided, that no stand shall be placed closer than thirty five feet (35') from any front lot line. Other buildings in relation to farming activities. (Ord. 80-29, 12-16-1980 as amended)

Section III: That Title 11, Chapter 6, Residential Districts, Article E. R-4A Four family Residential District, §11-6E-2 is hereby amended as follows:

11-6D-2: PERMITTED USES:

Any use permitted in the R-4 residential district.

Group home limited in density to twenty (20) or fewer residents not including staff.

"Home occupation", as defined in section 11-1-7 of this title.

Three or four-family dwellings.

Small wireless facility. (Ord. 2015-30, 9-15-2015)

Section IV: That Title 11, Chapter 9, SU Special Use District, §11-9-2 is hereby amended as follows:

11-9-2: DISTRICT USE REGULATIONS:

A. Uses Permitted: Property and buildings in the SU special use district shall be used only for the following purposes:

Any uses accessory to schools and colleges that are owned and/or controlled by said schools or colleges, including one-family, two-family, and multi-family dwellings.

Containers.

Country clubs.

Federal, state, and city owned property.

Golf course (public or private).

Hospitals, clinics, and medical or dental office surrounding, and in direct relationship to, the hospital or clinic.

Libraries and museums, publicly or privately owned.

Public and private schools and colleges, not to include daycare centers.

Small wireless facility.

B. Uses Permitted By Review: The following uses may be permitted after review in accordance with section 11-14-1 of this title:

Temporary industrial work force housing.

Other uses which, in the opinion of the planning commission, are similar to the above uses and are in keeping with the general description of the zoning district and meet the conditions for authorization as specified in section 11-14-1 of this title. (Ord. 2013-4, 2-5-2013)

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

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

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

Section VIII: Codification. This ordinance shall be codified as Title 11, Chapter 1, § 11-1-7; Chapter 5 § 11-5-2; Chapter 6, § 11-6E-2, Chapter 9, §11-9-2 of the Enid Municipal Code, 2014.

Section VIII: EMERGENCY. WHEREAS, it is necessary to give immediate effect to this ordinance to insure compliance with Oklahoma Small Wireless Facilities Deployment Act, which went into effect on November 1, 2018, in order to protect the health, safety and welfare of the citizens of Enid, an emergency is hereby declared to exist. By reason whereof, this Ordinance shall take effect and be in full force and effect after its passage, as provided by law.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this 6th day of March, 2019.

CITY OF ENID, OKLAHOMA

George Pankonin, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

Approved as to Form and Legality:

Carol Lahman, City Attorney

City Commission Meeting

8.1.

Meeting Date: 05/06/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

ACCEPT THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) PERMIT NO. WL000024190223 TO CONSTRUCT A WATER LINE TO SERVE THE NEW SOCCER COMPLEX IN THE CITY OF ENID, GARFIELD COUNTY, OKLAHOMA, PROJECT NO. W-1908C.

BACKGROUND:

ODEQ approved a permit for the construction of 1,154 linear feet of 16-inch PVC potable waterline, 4,196 linear feet of 8-inch PVC potable waterline, and all appurtenances to serve the new Soccer Complex in the City of Enid, Garfield County, Oklahoma.

Upon acceptance of Permit No. WL000024190223 by the Commission, it will be recorded as a permanent record.

RECOMMENDATION:

Accept ODEQ Permit.

PRESENTER:

Murali Katta, P.E., Project Engineer

Attachments

W-1908



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

April 09, 2019

Mr. Jerald Gilbert, City Manager
City of Enid
401 West Owen K. Garriott Road
Enid, Oklahoma 73702

Re: Permit No. WL000024190223
City of Enid - Proposed Soccer Complex Waterline
Facility No. 2002412

Dear Mr. Gilbert:

Enclosed is Permit No. WL000024190223 for the construction of 1,154 linear feet of sixteen (16) inch PVC potable waterline, 4,196 linear feet of eight (8) inch PVC potable waterline, and all appurtenances to serve the City of Enid, Garfield County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on April 09, 2019. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Enid, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

A handwritten signature in black ink that reads 'Arya Simon'.

Arya Simon, E.I.
Construction Permit Section
Water Quality Division

AS/RC/ag

Enclosure

c: Bill Kropf, Regional Manager, DEQ
ENID DEQ OFFICE
Todd T. Lipe, P.E., Olsson





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

PERMIT No. WL000024190223

WATER LINES

FACILITY No. 2002412

PERMIT TO CONSTRUCT

April 09, 2019

Pursuant to O.S. 27A 2-6-304, the City of Enid is hereby granted this Tier I Permit to construct 1,154 linear feet of sixteen (16) inch PVC potable waterline, 4,196 linear feet of eight (8) inch PVC potable waterline, and all appurtenances to serve the City of Enid - Proposed Soccer Complex Waterline, located in SE/4 of Section 16, T-22-N, R-7-W, Garfield County, Oklahoma, in accordance with the plans approved April 09, 2019.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with the Public Water Supply Operation rules (OAC 252:631) and to comply with the State Certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) A fire flow of 1,750 gpm is needed in accordance with the 2009 International Fire Code. A reduction to 1,099 gpm has been accepted by the local fire marshal via letter.
- 2) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 3) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 4) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 5) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 6) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with Public Water Supply Construction Standards [OAC 252:626-19-2].
- 7) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

PERMIT No. WL000024190223

WATER LINES

FACILITY No. 2002412

PERMIT TO CONSTRUCT

- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.
- 9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 12) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.
- 13) That water lines shall be located at least fifteen (15) feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.
- 14) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

PERMIT No. WL000024190223

WATER LINES

FACILITY No. 2002412

PERMIT TO CONSTRUCT

- 15) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Public Water Supply Construction Standards OAC 252:626-19-2(h)(1) and OAC 252:626-19-2(h)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested to the highest pressure obtainable under the most severe head conditions of the collection system prior to backfilling.

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

A handwritten signature in blue ink, appearing to read 'Rocky Chen', is written over a horizontal line. The signature is stylized and cursive.

Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division

Handwritten initials 'AS' in blue ink, located to the right of the signature line.



City Commission Meeting

8.2.

Meeting Date: 05/06/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

APPROVE THE DATE OF JUNE 18, 2019 FOR A PUBLIC HEARING TO DISCUSS THE CLOSING OF THE PUBLIC RIGHTS-OF-WAY AND EASEMENTS IN THE LAHOMA ADDITION, INCLUDING A STREET, B COURT, C COURT, D COURT, E COURT AND A 10-FOOT AND A 20-FOOT UTILITY EASEMENT IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 22, RANGE 7 WEST OF THE INDIAN MERIDIAN IN ENID, OKLAHOMA.

BACKGROUND:

The City of Enid owns property abutting certain street rights-of-way and easements the in Lahoma Addition. The area is proposed for redevelopment, making it necessary to close the old rights-of-way and easements to allow for the new development site. Approval of this item will set June 18, 2019, as the date for a Public Hearing on the request. Owners within 300 feet of the proposed closing will be notified and the request will be forwarded to the MAPC for consideration.

RECOMMENDATION:

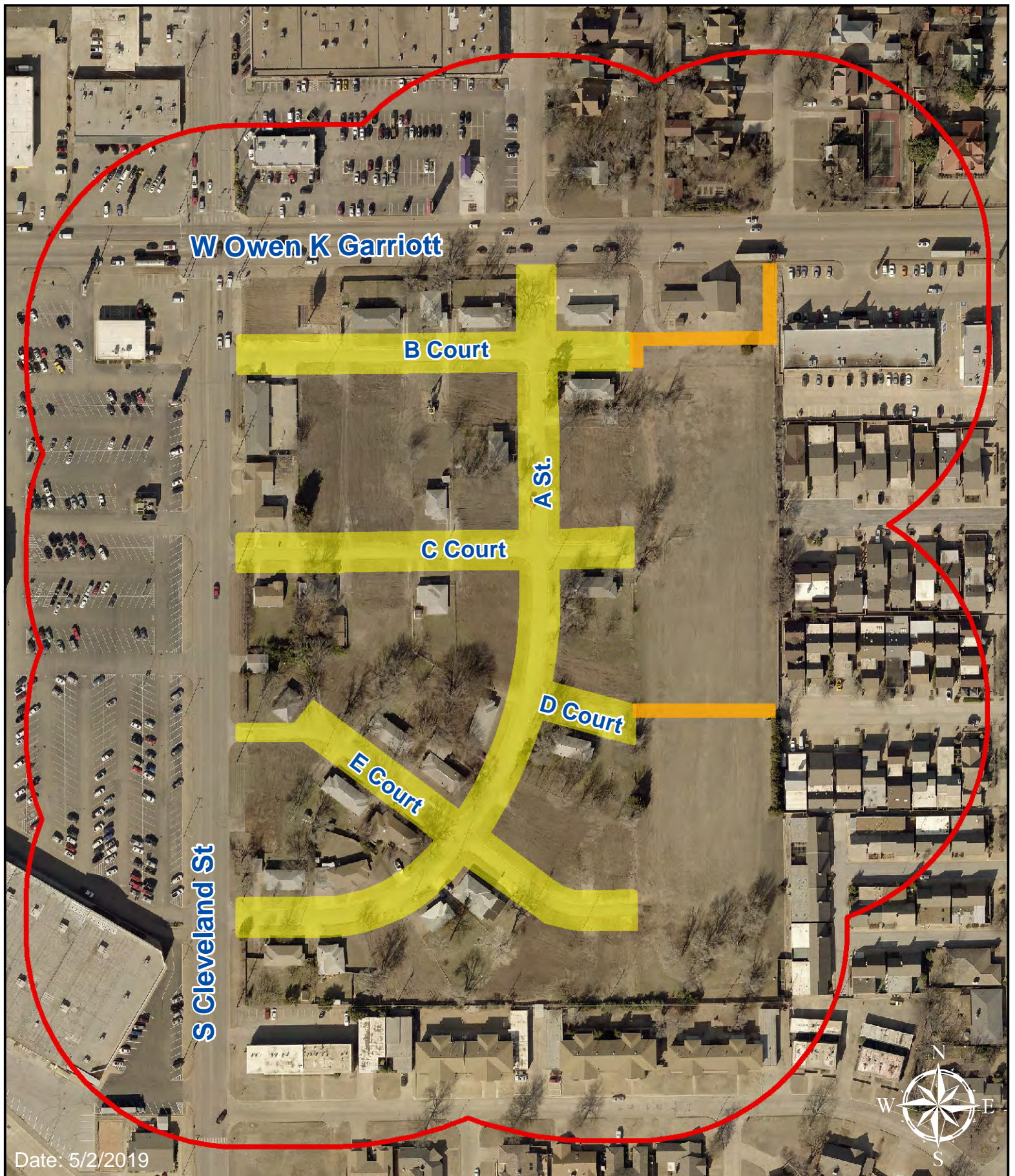
Approve hearing date of June 18, 2019.

PRESENTER:

Murali Katta, P.E., Project Engineer

Attachments

Lahoma closing map



Date: 5/2/2019

-  300' Buffer
-  Easements
-  Street Closing

Lahoma Addition Street Closings



City Commission Meeting

8.3.

Meeting Date: 05/06/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

ACCEPT THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) PERMIT NO. SL000024190224 TO CONSTRUCT A SEWER LINE TO SERVE THE NEW SOCCER PARK DEVELOPMENT IN THE CITY OF ENID, GARFIELD COUNTY, OKLAHOMA, PROJECT NO. S-1908C.

BACKGROUND:

ODEQ approved a permit for the construction of 1,929 linear feet of 10-inch PVC pipe for a sanitary sewer line and all appurtenances to serve the new Soccer Park in the City of Enid, Garfield County, Oklahoma.

Upon acceptance of Permit No. SL000024190224 by the Commission, it will be recorded as a permanent record.

RECOMMENDATION:

Accept ODEQ Permit.

PRESENTER:

Murali Katta, P.E., Project Engineer

Attachments

S-1908



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

April 09, 2019

Mr. Jerald Gilbert, City Manager
City of Enid
401 West Owen K. Garriott Road
Enid, Oklahoma 73702

Re: Permit No. SL000024190224
City of Enid - Proposed Soccer Complex Sanitary Sewer
Facility No. S-20931

Dear Mr. Gilbert:

Enclosed is Permit No. SL000024190224 for the construction of 1,929 linear feet of ten (10) inch PVC sanitary sewer line, and all appurtenances to serve the City of Enid, Garfield County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on April 09, 2019. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Enid, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

A handwritten signature in black ink, appearing to read 'Arya Simon', is written over the typed name.

Arya Simon, E.I.
Construction Permit Section
Water Quality Division

AS/RC/ag

Enclosure

c: Bill Kropf, Regional Manager, DEQ
ENID DEQ OFFICE
Todd T. Lipe, P.E., Olsson





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

PERMIT No. SL000024190224

SEWER LINES

FACILITY No. S-20931

PERMIT TO CONSTRUCT

April 09, 2019

Pursuant to O.S. 27A 2-6-304, the City of Enid is hereby granted this Tier I Permit to construct 1,929 linear feet of ten (10) inch PVC sanitary sewer line, and all appurtenances to serve the City of Enid - Proposed Soccer Complex Sanitary Sewer, located in SE/4 of Section 16, T-22-N, R-7-W, Garfield County, Oklahoma, in accordance with the plans approved April 09, 2019.

By acceptance of this permit, the permittee agrees to operate and maintain the facilities in accordance with the "Oklahoma Pollutant Discharge Elimination System Standards - OPDES" (OAC 252:606) rules and to comply with the state certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 4) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with OAC 252:656-5-4(c)(3) of the standards for Water Pollution Control Facility Construction.
- 5) That tests will be conducted as necessary to insure that the construction of the sewer lines will prevent excessive infiltration and that the leakage will not exceed 10 gallons per inch of pipe diameter per mile per day.
- 6) That the Oklahoma Department of Environmental Quality shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 7) That the permittee will take steps to assure that the connection of house services to the sewers is done in such a manner that the functioning of the sewers will not be impaired and that earth and ground water will be excluded from the sewers when the connection is completed.





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

PERMIT No. SL000024190224

SEWER LINES

FACILITY No. S-20931

PERMIT TO CONSTRUCT

- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.
- 9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 12) That all manholes shall be constructed in accordance with the standards for Water Pollution Control Facility Construction (OAC 252:656-5-3), as adopted by the Oklahoma Department of Environmental Quality.
- 13) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Water Pollution Control Facility Construction OAC 252:656-5-4(c)(1) and OAC 252:656-5-4(c)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested using the ASTM air test procedure with no detectable leakage prior to backfilling, in accordance with the standards for Water Pollution Control Facility Construction OAC 252:656-5-4(c)(3).

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division



City Commission Meeting

8.4.

Meeting Date: 05/06/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

ACCEPT THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) PERMIT NO. WL000024190197 TO CONSTRUCT A WATERLINE TO SERVE THE PHEASANT RUN GOLF COMMUNITY, BLOCKS 27-29, PROJECT NO. W-1911.

BACKGROUND:

ODEQ approved a permit to construct 470 linear feet of 8-inch PVC pipe for a potable water distribution line and appurtenances to serve the Pheasant Run Golf Community, Blocks 27-29, Garfield County, Oklahoma.

Upon acceptance of Permit No. WL000024190197 by the Commission, it will be recorded as a permanent record.

RECOMMENDATION:

Accept ODEQ Permit.

PRESENTER:

Murali Katta, P.E., Project Engineer

Attachments

W-1911



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

April 02, 2019

Mr. Jerald Gilbert, City Manager
City of Enid
401 W Owen K. Garriott Road
Enid, Oklahoma 73701

Re: Permit No. WL000024190197
Pheasant Run Golf Community Blocks 27-29
Facility No. 2002412

Dear Mr. Gilbert:

Enclosed is Permit No. WL000024190197 for the construction of 470 linear feet of eight (8) inch PVC pipe for potable water distribution and appurtenances to serve the Pheasant Run Golf Community Blocks 27-29, Garfield County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on April 02, 2019. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Enid, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

A handwritten signature in black ink that reads 'Anya Simon'.

Anya Simon, E.I.
Construction Permit Section
Water Quality Division

AS/DP/RC/ag

Enclosure

c: Bill Kropf, Regional Manager, DEQ
ENID DEQ OFFICE
James R. Stallings, P.E., ENVIROTECH ENGINEERING AND CONSULTING, INC





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

PERMIT No. WL000024190197

WATER LINES

FACILITY No. 2002412

PERMIT TO CONSTRUCT

April 02, 2019

Pursuant to O.S. 27A 2-6-304, the City of Enid is hereby granted this Tier I Permit to construct 470 linear feet of eight (8) inch PVC pipe for potable water distribution and appurtenances to serve the Pheasant Run Golf Community Blocks 27-29, located in SW/4, of Section 3, T-22-N, R-7-W, Garfield County, Oklahoma, in accordance with the plans approved April 02, 2019.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with the Public Water Supply Operation rules (OAC 252:631) and to comply with the State Certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) This water line provides adequate fire flow in accordance with the 2009 International Fire Code through the approved hydraulic analysis. The fire flow provided is 1,500 gpm.
- 2) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 3) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 4) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 5) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 6) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with Public Water Supply Construction Standards [OAC 252:626-19-2].
- 7) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

PERMIT No. WL000024190197

WATER LINES

FACILITY No. 2002412

PERMIT TO CONSTRUCT

- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.
- 9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 12) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.
- 13) That water lines shall be located at least fifteen (15) feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.
- 14) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.
- 15) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Public Water Supply Construction Standards OAC 252:626-19-2(h)(1) and OAC 252:626-19-2(h)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested to the highest pressure obtainable under the most severe head conditions of the collection system prior to backfilling.

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division



City Commission Meeting

8.5.

Meeting Date: 05/06/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

ACCEPT THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) PERMIT NO. SL000024190198 TO CONSTRUCT A SEWER LINE TO SERVE THE PHEASANT RUN GOLF COMMUNITY, BLOCKS 27-29, PROJECT NO. S-1904.

BACKGROUND:

ODEQ approved a permit to construct 262 linear feet of 8-inch PVC pipe for a sanitary sewer and all appurtenances to serve the Pheasant Run Golf Community, Blocks 27-29, Garfield County, Oklahoma.

Upon acceptance of Permit No. SL000024190198 by the Commission, it will be recorded as a permanent record.

RECOMMENDATION:

Accept ODEQ Permit.

PRESENTER:

Murali Katta, P.E., Project Engineer

Attachments

S-1904



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

April 02, 2019

Mr. Jerald Gilbert, City Manager
City of Enid
401 W Owen K. Garriott Road
Enid, Oklahoma 73701

Re: Permit No. SL000024190198
Pheasant Run Golf Community Blocks 27-29
Facility No. S-20931

Dear Mr. Gilbert:

Enclosed is Permit No. SL000024190198 for the construction of 262 linear feet of eight (8) inch PVC pipe for sanitary sewer and all appurtenances to serve the Pheasant Run Golf Community Blocks 27-29, Garfield County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on April 02, 2019. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Enid, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

A handwritten signature in black ink, appearing to read 'Arya Simon', is written over a faint, larger version of the signature.

Arya Simon, E.I.
Construction Permit Section
Water Quality Division

AS/DP/RC/ag

Enclosure

c: Bill Kropf, Regional Manager, DEQ
ENID DEQ OFFICE
James R. Stallings, P.E., ENVIROTECH ENGINEERING AND CONSULTING, INC





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

PERMIT No. SL000024190198

SEWER LINES

FACILITY No. S-20931

PERMIT TO CONSTRUCT

April 02, 2019

Pursuant to O.S. 27A 2-6-304, the City of Enid is hereby granted this Tier I Permit to construct 262 linear feet of eight (8) inch PVC pipe for sanitary sewer and all appurtenances to serve the Pheasant Run Golf Community Blocks 27-29, located in SW/4, of Section 3, T-22-N, R-7-W, Garfield County, Oklahoma, in accordance with the plans approved April 02, 2019.

By acceptance of this permit, the permittee agrees to operate and maintain the facilities in accordance with the "Oklahoma Pollutant Discharge Elimination System Standards - OPDES" (OAC 252:606) rules and to comply with the state certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 4) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with OAC 252:656-5-4(c)(3) of the standards for Water Pollution Control Facility Construction.
- 5) That tests will be conducted as necessary to insure that the construction of the sewer lines will prevent excessive infiltration and that the leakage will not exceed 10 gallons per inch of pipe diameter per mile per day.
- 6) That the Oklahoma Department of Environmental Quality shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 7) That the permittee will take steps to assure that the connection of house services to the sewers is done in such a manner that the functioning of the sewers will not be impaired and that earth and ground water will be excluded from the sewers when the connection is completed.





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

PERMIT No. SL000024190198

SEWER LINES

FACILITY No. S-20931

PERMIT TO CONSTRUCT

- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.
- 9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 12) That all manholes shall be constructed in accordance with the standards for Water Pollution Control Facility Construction (OAC 252:656-5-3), as adopted by the Oklahoma Department of Environmental Quality.
- 13) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Water Pollution Control Facility Construction OAC 252:656-5-4(c)(1) and OAC 252:656-5-4(c)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested using the ASTM air test procedure with no detectable leakage prior to backfilling, in accordance with the standards for Water Pollution Control Facility Construction OAC 252:656-5-4(c)(3).

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division



City Commission Meeting

8.6.

Meeting Date: 05/06/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

AWARD A CONTRACT TO THE CUMMINS CONSTRUCTION CO. INC., ENID, OKLAHOMA, FOR PROJECT NO. R-1902C, 2019 ARTERIAL STREET PROGRAM, IN THE AMOUNT OF \$546,994.00, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS.

BACKGROUND:

This project consists of milling and overlaying a portion of Broadway Avenue from Washington Street to Van Buren Street. The base bid covers the resurfacing, including compliant ADA access ramps for 4 blocks from Washington Street to Monroe Street. The alternate bid covers the work of resurfacing with compliant ADA ramps from Monroe Street to Van Buren Street.

One bid was received, shown below:

Contractor	Base Bid	Alternate #1
The Cummins Construction Co, Inc.	\$546,994.00	\$380,685.00
Engineer's Estimate	\$561,646.45	\$364,685.00

The base bid is recommended for award based on current budgeted funds available. The Cummins Construction Co, Inc. bid of \$546,994.00 and 150 days was found to be in order.

The remaining alternate bid work will be considered for completion by change order when additional funds become available in the 2019-2020 budget.

RECOMMENDATION:

Award contract to The Cummins Construction Co. Inc., in the amount of \$546,994.00, for the base bid and authorize the Mayor to execute all contract documents.

PRESENTER:

Jason Unruh, P.E., Project Engineer

Fiscal Impact

Budgeted Y/N: Y

Amount: \$546,994.00

Funding Source:

Street Improvement Fund

Attachments

Canvass of bids

FROM: Erin Cvetnic
DATE: April 16, 2019

PAGE 1 OF 1

CANVASS OF BIDS
for
2019 Arterial Street Program
Project Number R-1902C

<u>FIRM NAME AND ADDRESS</u>	<u>PRODUCT/SERVICE BID</u>	<u>PRICE</u>
The Cummins Construction Co., Inc.	Base Bid	\$ 546,994.00
P.O. Box 748	Alt #1	\$ 380,685.00
Enid, OK 73702		

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

DEVIATIONS: **Met the Specifications.**

RECOMMENDATION: Award contract to The Cummins Construction Co., Inc., for the Base Bid, in the amount of \$546,994.00.

City Commission Meeting

8.7.

Meeting Date: 05/06/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

AWARD A CONTRACT TO LUCKINBILL, INC., ENID, OKLAHOMA, FOR PROJECT NO. W-1908C, SOCCER PARK WATER IMPROVEMENTS, IN THE AMOUNT OF \$342,772.00, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS.

BACKGROUND:

This project is intended to support the water related infrastructure for a new Soccer Park on South Garland Road. The project is divided into multiple sections, base and alternate, in order to accommodate the project within the budget. The bids which were received were well within the funds available to award the complete project.

Four bids were received, shown low to high:

Contractor	Base Bid	Alternate #1	Alternate #2	Alternate #3	Total
Luckinbill, Inc.	\$142,230.00	\$59,786.00	\$74,764.00	\$65,992.00	\$342,772.00
Matthews Trenching Co., Inc.	\$159,860.00	\$69,980.00	\$89,602.00	\$122,776.00	\$442,218.00
Cimarron Construction Company	\$164,744.25	\$71,739.50	\$96,168.75	\$123,370.00	\$456,022.50
Goins Enterprises	\$190,520.00	\$65,930.00	\$79,350.00	\$74,500.00	\$410,300.00
Engineer's Estimate	\$196,720.00	\$98,456.00	\$125,814.00	\$110,392.00	\$531,382.00

All bids were found in order, with Luckinbill, Inc. submitting the lowest bid. The base bid, as well as Alternates 1, 2, and 3, will be awarded. The total contract amount will be \$342,772.00.

RECOMMENDATION:

Award base contract and all alternate bid items to Luckinbill, Inc. in the amount of \$342,772.00, and authorize the Mayor to execute all contract documents.

PRESENTER:

Murali Katta, P.E., Project Engineer

Fiscal Impact

Budgeted Y/N: Y
Amount: \$342,772
Funding Source:

Attachments

Canvass of Bids

FROM: Erin Cvetnic
DATE: April 23, 2019

PAGE 1 OF 1

CANVASS OF BIDS
for
Soccer Complex Water Improvements
Project Number W-1908C

<u>FIRM NAME AND ADDRESS</u>	<u>PRODUCT/SERVICE BID</u>	<u>PRICE</u>
Cimarron Construction Company	Base Bid	\$ 164,744.25
3501 NE 63 rd St	Alt #1	\$ 71,739.50
Oklahoma City, OK 73121	Alt #2	\$ 96,168.75
	Alt #3	\$ 123,370.00

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

DEVIATIONS: **Met the Specifications.**

Goins Enterprises	Base Bid	\$ 190,520.00
3255 N County Lane 252	Alt #1	\$ 65,930.00
Joplin, MO 64801	Alt #2	\$ 79,350.00
	Alt #3	\$ 74,500.00

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

DEVIATIONS: **Did not acknowledge addendum which included extra line items.**

Luckinbill, Inc.	Base Bid	\$ 142,230.00
P.O. Box 186	Alt #1	\$ 59,786.00
Enid, OK 73702	Alt #2	\$ 74,764.00
	Alt #3	\$ 65,992.00

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

DEVIATIONS: **Met the Specifications.**

Matthews Trenching Co., Inc.	Base Bid	\$ 159,860.00
P.O. Box 15479	Alt #1	\$ 69,980.00
Oklahoma City, OK 73155	Alt #2	\$ 89,602.00
	Alt #3	\$ 122,776.00

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

DEVIATIONS: **Met the Specifications.**

RECOMMENDATION: Award contract to Luckinbill, Inc. in the amount of \$342,772.00, for the base bid and all alternates.

City Commission Meeting

8.8.

Meeting Date: 05/06/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

AWARD A CONTRACT TO LUCKINBILL, INC., ENID, OKLAHOMA, FOR PROJECT NO. S-1908C, SOCCER PARK SANITARY SEWER IMPROVEMENTS, IN THE AMOUNT OF \$139,861.00 AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS.

BACKGROUND:

This project is intended to support the development of the a new soccer park on South Garland Road by improving the sanitary sewer system.

Four bids were received, shown low to high:

Contractor	Base Bid
Luckinbill, Inc.	\$139,861.00
Matthews Trenching, Co., Inc.	\$166,438.00
Cimarron Construction Company	\$175,285.00
Goins Enterprises	\$433,670.00
Engineer's Estimate	\$222,218.00

All bids were found in order, with Luckinbill, Inc. submitting the lowest, responsible bid.

Once the development of the Soccer Park has been finalized, the sanitary sewer mainline capacity will be reduced for available capital recovery.

RECOMMENDATION:

Award contract to Luckinbill, Inc. in the amount of \$139,861.00, and Authorize the Mayor to execute all contract documents.

PRESENTER:

Murali Katta, P.E., Project Engineer

Fiscal Impact

Budgeted Y/N: Y

Amount: \$139,861.00

Funding Source:

Capital Improvement Fund

Attachments

Canvass of Bids

FROM: Erin Cvetnic
DATE: April 23, 2019

CANVASS OF BIDS
for
Soccer Complex Sanitary Sewer Improvements
Project Number S-1908C

<u>FIRM NAME AND ADDRESS</u>	<u>PRODUCT/SERVICE BID</u>	<u>PRICE</u>
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Cimarron Construction Company 3501 NE 63rd St Oklahoma City, OK 73121	Base Bid	\$ 175,285.00
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Bid meets or exceeds all major specifications:	<u>X</u>	YES	___	NO
Bid meets or exceeds all minor specifications:	<u>X</u>	YES	___	NO

DEVIATIONS: **Met the Specifications.**

Goins Enterprises 3255 N County Lane 252 Joplin, MO 64801	Base Bid	\$ 433,670.00
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Bid meets or exceeds all major specifications:	<u>X</u>	YES	___	NO
Bid meets or exceeds all minor specifications:	<u>X</u>	YES	___	NO

DEVIATIONS: **Met the Specifications.**

Luckinbill, Inc. P.O. Box 186 Enid, OK 73702	Base Bid	\$ 139,861.00
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Bid meets or exceeds all major specifications:	<u>X</u>	YES	___	NO
Bid meets or exceeds all minor specifications:	<u>X</u>	YES	___	NO

DEVIATIONS: **Met the Specifications.**

Matthews Trenching Co., Inc. P.O. Box 15479 Oklahoma City, OK 73155	Base Bid	\$ 166,438.00
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Bid meets or exceeds all major specifications:	<u>X</u>	YES	___	NO
Bid meets or exceeds all minor specifications:	<u>X</u>	YES	___	NO

DEVIATIONS: **Met the Specifications.**

RECOMMENDATION: Award contract to Luckinbill, Inc. in the amount of \$139,861.00.

City Commission Meeting

8.9.

Meeting Date: 05/06/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

AWARD A CONTRACT TO LUCKINBILL, INC., ENID, OKLAHOMA, FOR PROJECT NO. S-1901C, 2019 SANITARY SEWER VIDEO INSPECTIONS, IN THE AMOUNT OF \$237,958.70 AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS.

BACKGROUND:

This project is part of the continuing sewer maintenance effort which requires video inspections. The area covered under this contract is between Chestnut Avenue and Willow Road and Garland Road and Cleveland Street.

Three bids were received, shown low to high:

Contractor	Base Bid
Luckinbill, Inc.	\$237,958.70
CSI Consolidated LLC DBA Aims Companies	\$243,077.45
Ace Pipe Cleaning, Inc.	\$364,670.20
Engineer's Estimate	\$250,000.00

All bids were found in order, with Luckinbill, Inc. submitting the lowest, responsible bid.

RECOMMENDATION:

Award contract to Luckinbill, Inc. in the amount of \$237,958.70, and authorize the Mayor to execute all contract documents.

PRESENTER:

Murali Katta, P.E., Project Engineer

Fiscal Impact

Budgeted Y/N: Y

Amount: \$237,958.70

Funding Source:

Sanitary Sewer Capital Improvement Fund

Attachments

Canvass of Bids

Video location map

FROM: Erin Cvetnic
DATE: April 23, 2019

PAGE 1 OF 1

CANVASS OF BIDS
for
2019 Sanitary Sewer Video Inspections
Project Number S-1901C

<u>FIRM NAME AND ADDRESS</u>	<u>PRODUCT/SERVICE BID</u>	<u>PRICE</u>
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Ace Pipe Cleaning, Inc. 6601 Universal Ave Kansas City, MO 64127	Base Bid	\$ 364,670.20
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Bid meets or exceeds all major specifications: X YES NO
Bid meets or exceeds all minor specifications: X YES NO

DEVIATIONS: **Met the Specifications.**

CSI Consolidated LLC DBA Aims Companies 3808 Knapp Rd Pearland TX, 77581	Base Bid	\$ 243,077.45
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Bid meets or exceeds all major specifications: X YES NO
Bid meets or exceeds all minor specifications: X YES NO

DEVIATIONS: **Met the Specifications.**

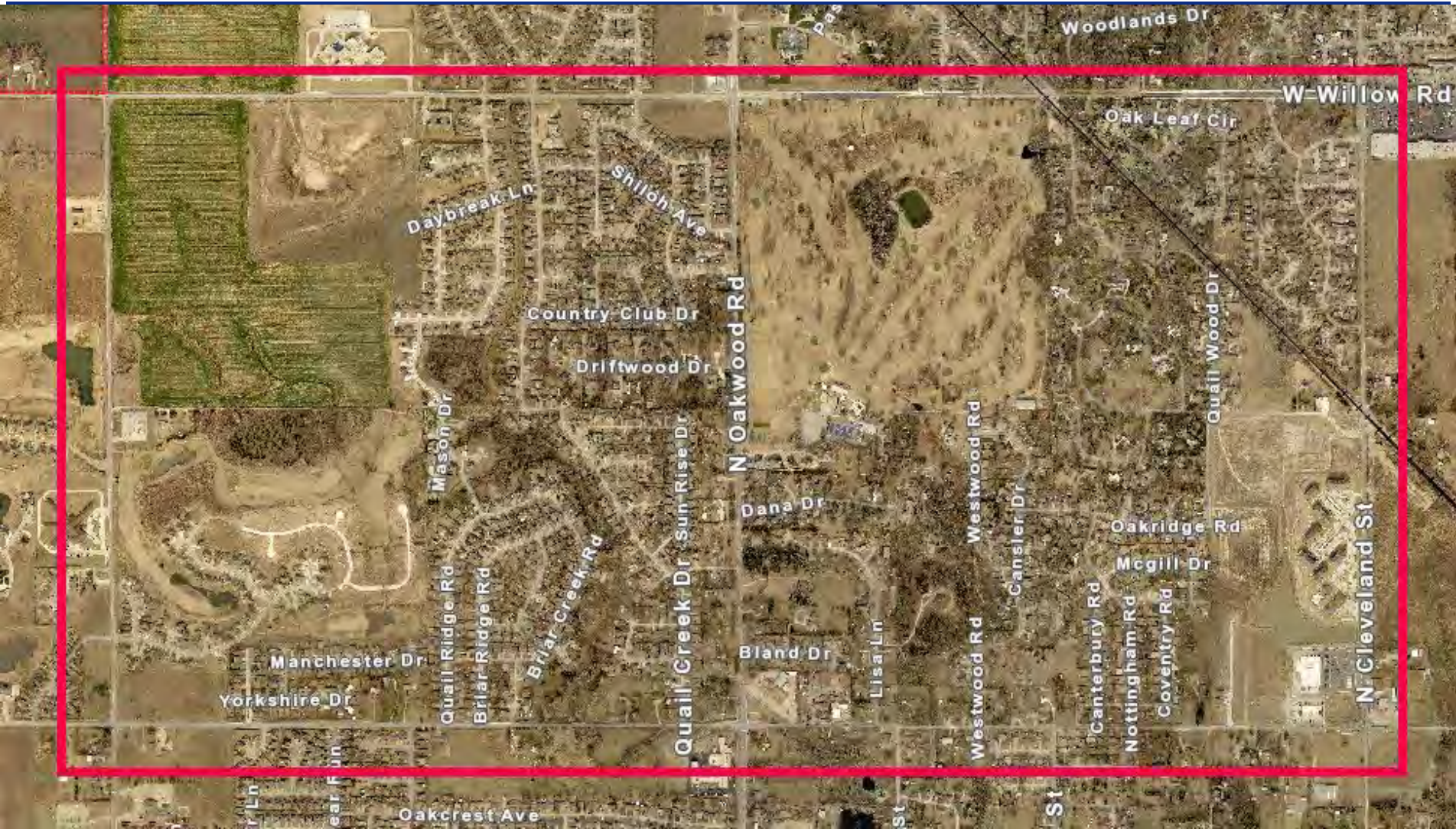
Luckinbill, Inc. P.O. Box 186 Enid, OK 73702	Base Bid	\$ 237,958.70
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Bid meets or exceeds all major specifications: X YES NO
Bid meets or exceeds all minor specifications: X YES NO

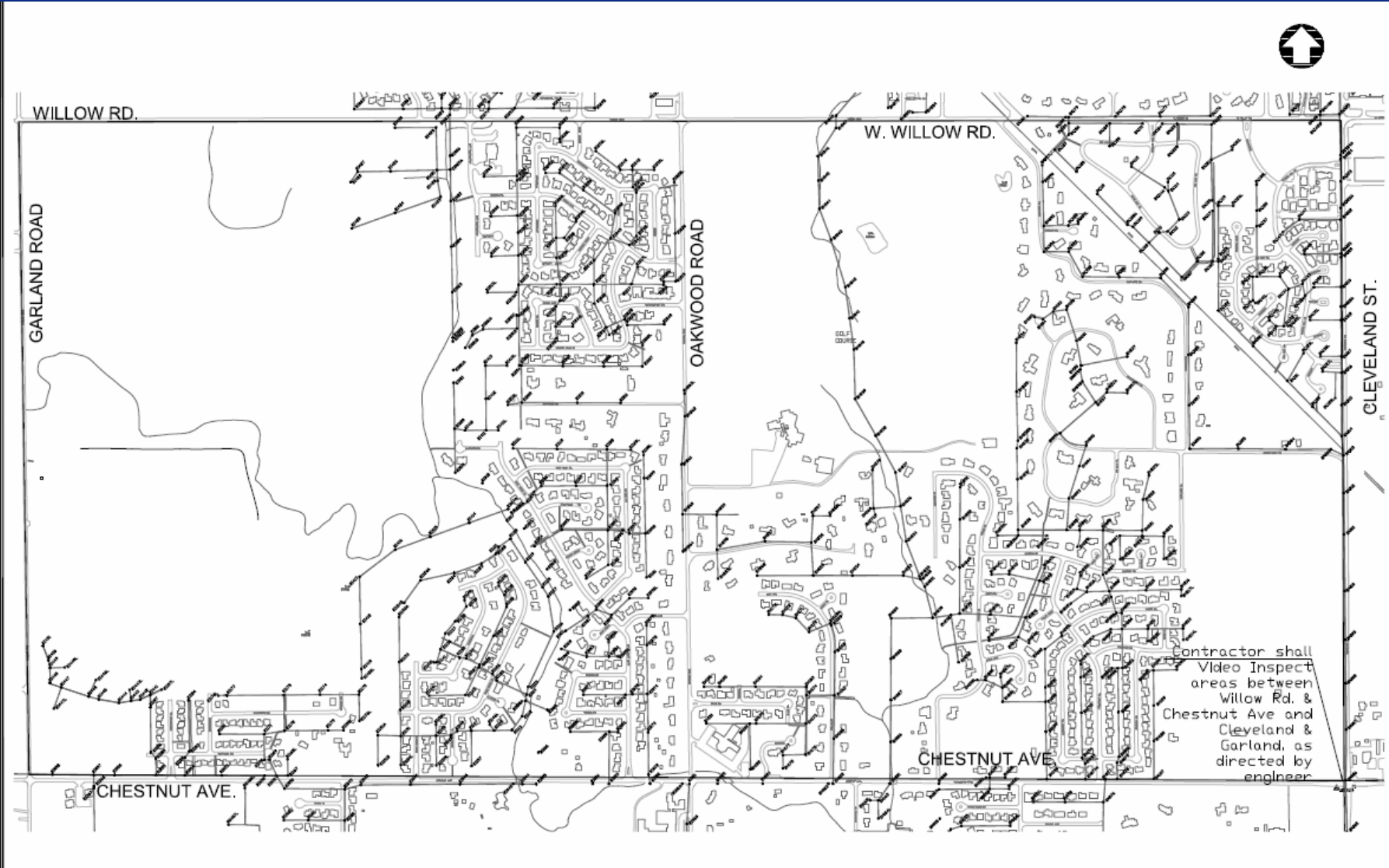
DEVIATIONS: **Met the Specifications.**

RECOMMENDATION: Award contract to Luckinbill, Inc. in the amount of \$237,958.70.

Project Location Map



Project Location Map



City Commission Meeting

8.10.

Meeting Date: 05/06/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

ACCEPT PUBLIC HIGHWAY EASEMENT FROM SRR ENTERPRISES, GARFIELD COUNTY, OKLAHOMA, AND AUTHORIZE PAYMENT FOR RIGHT-OF-WAY AT 552 NORTH 7TH STREET ALONG EAST 2ND PINE STREET, AS PART OF THE 2019 TRANSITION PLAN COMPLIANCE PROGRAM, PROJECT NO. M-1902, IN THE AMOUNT OF \$500.00, AND AUTHORIZE THE MAYOR TO EXECUTE ALL EASEMENT DOCUMENTS.

BACKGROUND:

This public highway easement will provide additional right-of-way to allow for construction of a new sidewalk along East 2nd Pine Street, as part of the Transition Plan Compliance Program, to provide accessible sidewalks within one block of Garfield School. The owner has agreed to provide 63 square feet of additional right-of-way on the intersection of East 2nd Pine Street and North 7th Street.

RECOMMENDATION:

Accept Public Highway Easement and authorize the Mayor to execute all documents.

PRESENTER:

Jenisha Oli, Project Engineer

Fiscal Impact

Budgeted Y/N: Y

Amount: \$500.00

Funding Source:

Capital Improvement Fund

Attachments

SRR

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

DEDICATION DEED PUBLIC HIGHWAY

KNOW ALL MEN BY THESE PRESENTS:

That S R R ENTERPRISES LLC, A Corporation of Garfield County, State of Oklahoma, hereinafter called the Grantors (whether one or more), for and in consideration of the sum of Ten dollars and no cents (\$10.00) and other good, valuable and sufficient considerations, do hereby grant, bargain, sell, convey and dedicate unto the City of Enid, Oklahoma, a municipal corporation, the following described lots or parcels of land for the purpose of establishing thereon a public highway or facilities necessary and incidental thereto, to-wit:

A tract of land lying in Lot 6, Block 5, Parkview Addition to the City of Enid, Garfield County, Oklahoma according to recorded plat thereof and further described as follows:

Beginning at the Southeast corner of said Lot 6; Thence North along the East line of said Lot 6 for a distance of 13.80 feet; Thence S 32° 1.0' 30.40" W to the South line of said Lot 6 for a distance of 16.30 feet; Thence East along of said South line for a distance of 8.60 feet to the Point of Beginning.

The above described tract containing 63 square feet more or less.

For the same considerations hereinbefore recited, said Grantors hereby waive, relinquish, and release any and all right, title or interest in and to the surface of the above granted and dedicated tract of land and the appurtenances thereunto belonging, including any and all dirt, rock, gravel, sand and other road building materials, reserving and excepting unto said Grantors the mineral rights therein; provided, however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land for the purposes herein granted; and reserving unto said Grantors the right of ingress and egress to said public highway from the remaining lands of the Grantors.

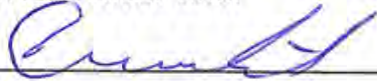
To have and to hold said above described premises unto the said City of Enid, Oklahoma, free, clear and discharged from any and all claims of damages or injury that may be sustained directly or indirectly to the remaining lands of the Grantors by reason of the construction and maintenance of a public highway and all highway excavations, embankments, structures, bridges, drains, sight distance or safety areas and other facilities that may now or hereafter be, in the discretion of the grantee, necessary for the construction and maintenance of a public highway and incidental facilities over, across or along the above described real estate; include public and private utilities and their appurtenances. The supervision and control of said public highway to be in such municipality, county or other agency of the State of Oklahoma as has or may have jurisdiction thereof by the laws of the State of Oklahoma; and said Enid, Oklahoma, its officers, agents, contractors and employees are hereby granted free access to said property for the purpose of entering upon, constructing, maintaining or regulating the use of said public highway, utilities and incidental facilities.

Said Grantors hereby covenant and warrant that at the time of the delivery of these presents they are the owners in fee simple of the above described premises and that same are free and clear of all liens and claims whatsoever, except _____

The undersigned Grantors hereby designate and appoint _____ as agent to execute the claim and receive the compensation herein named.

In witness whereof the Grantors herein named have hereunto set their hands and seals this, the 4TH day of APRIL 2019.

S R R ENTERPRISES LLC.



Signature

RAMESH PATEL MANAGING
Printed Name and Title MEMBER

Signature

Printed Name and Title

Signature

Printed Name and Title

ACCEPTANCE BY THE CITY OF ENID

The foregoing access easement is hereby accepted by the City of Enid, Oklahoma, on this _____, day of _____, 2019.

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

Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

CLAIM OR INVOICE AFFIDAVIT

STATE OF _____)
) SS:
COUNTY OF _____)

The undersigned (architect, contractor, supplier, engineer, or supervisory official) of lawful age, being first duly sworn, on oath says that this invoice, claim or contract is true and correct. Affiant further states that the work, services, or materials as shown by this invoice or claim have been completed or supplied in accordance with the plans, specifications, orders or requests furnished to the affiant. Affiant further states that (s)he has made no payment, given or donated or agreed to pay, give or donate either directly or indirectly to any elected official, officer or employee of the State of Oklahoma, of money or any other thing of value to obtain payment or the award of this contract.

Project Name _____

Project Number _____

[Signature]
Signature (Contractor or Supplier)

S R R ENTERPRISES LLC
Company Name

2712 ROCK ISLAND
Address

ENID OK 73701
City, State, Zip



Subscribed and sworn to before me this 12 day of April, 2019

Amy L. Beebe, Notary Public

My Commission Expires: 06-21-22

Architect, Engineer, or Other Supervisory Official

Subscribed and sworn to before me this _____ day of _____, 20__

_____, Notary Public

My Commission Expires

City Commission Meeting

8.11.

Meeting Date: 05/06/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

ACCEPT PUBLIC HIGHWAY EASEMENT FROM GARY D. SMITH, GARFIELD COUNTY, OKLAHOMA, AND AUTHORIZE PAYMENT FOR RIGHT-OF-WAY AT 551 NORTH 7TH STREET ALONG EAST 2ND PINE STREET, AS PART OF THE 2019 TRANSITION PLAN COMPLIANCE PROGRAM, PROJECT NO. M-1902, IN THE AMOUNT OF \$2,350.00, AND AUTHORIZE THE MAYOR TO EXECUTE ALL EASEMENT DOCUMENTS.

BACKGROUND:

This public highway easement will provide additional right-of-way to allow for the construction of a new sidewalk along East 2nd Pine Street, as part of the Transition Plan Compliance Program, to provide accessible sidewalks within one block of Garfield School. The owner has agreed to provide six feet of additional right-of-way along his 130 foot frontage on East 2nd Pine Street.

RECOMMENDATION:

Accept Public Highway Easement and authorize the Mayor to execute all easement documents.

PRESENTER:

Jenisha Oli, Project Engineer

Fiscal Impact

Budgeted Y/N: Y

Amount: \$2,350.00

Funding Source:

Capital Improvement Fund

Attachments

Smith

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

**DEDICATION DEED
PUBLIC HIGHWAY**

KNOW ALL MEN BY THESE PRESENTS:

That GARY D ET AL SMITH, An Individual of Garfield County, State of Oklahoma, hereinafter called the Grantors (whether one or more), for and in consideration of the sum of Ten dollars and no cents (\$10.00) and other good, valuable and sufficient considerations, do hereby grant, bargain, sell, convey and dedicate unto the City of Enid, Oklahoma, a municipal corporation, the following described lots or parcels of land for the purpose of establishing thereon a public highway or facilities necessary and incidental thereto, to-wit:

A tract of land lying in Lot 7, Block 8, Queen City Addition to the City of Enid, Garfield County, Oklahoma according to recorded plat thereof and further described as follows:

Beginning at the Southwest corner of said Lot 7; Thence East along the South line of said Lot 7 for a distance of 130.00 feet; Thence North along the East line of said Lot 7 for a distance of 6.00 feet; Thence West and parallel to said South line for a distance of 130.00 feet to the West line of said Lot 7; Thence South along said West line for a distance of 6.00 feet to the Point of Beginning.

The above described tract containing 780 square feet more or less.

For the same considerations hereinbefore recited, said Grantors hereby waive, relinquish, and release any and all right, title or interest in and to the surface of the above granted and dedicated tract of land and the appurtenances thereunto belonging, including any and all dirt, rock, gravel, sand and other road building materials, reserving and excepting unto said Grantors the mineral rights therein; provided, however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land for the purposes herein granted; and reserving unto said Grantors the right of ingress and egress to said public highway from the remaining lands of the Grantors.

To have and to hold said above described premises unto the said City of Enid, Oklahoma, free, clear and discharged from any and all claims of damages or injury that may be sustained directly or indirectly to the remaining lands of the Grantors by reason of the construction and maintenance of a public highway and all highway excavations, embankments, structures, bridges, drains, sight distance or safety areas and other facilities that may now or hereafter be, in the discretion of the grantee, necessary for the construction and maintenance of a public highway and incidental facilities over, across or along the above described real estate; include public and private utilities and their apprentices. The supervision and control of said public highway to be in such municipality, county or other agency of the State of Oklahoma as has or may have jurisdiction thereof by the laws of the State of Oklahoma; and said Enid, Oklahoma, its officers, agents, contractors and employees are hereby granted free access to said property for the purpose of

entering upon, constructing, maintaining or regulating the use of said public highway, utilities and incidental facilities.

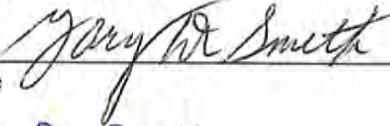
Said Grantors hereby covenant and warrant that at the time of the delivery of these presents they are the owners in fee simple of the above described premises and that same are free and clear of all liens and claims whatsoever, except none

The undersigned Grantors hereby designate and appoint Gary D Smith
as agent to execute the claim and receive the compensation herein named.

In witness whereof the Grantors herein named have hereunto set their hands and seals this, the 12, day of April, 2019.

GARY D ET AL SMITH

Signature



Gary D Smith
Printed Name and Title

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF GARFIELD)

Before me, the undersigned, a Notary Public, in and for said County and State on this 12, day of April, 2019, personally appeared, SMITH, GARY D ET AL to me known to be the identical person 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)

Jacqueline M. Cook
Notary Public

My Commission Number: 1800572

My Commission Expires: 05-21-2022

ACCEPTANCE BY THE CITY OF ENID

The foregoing access easement is hereby accepted by the City of Enid, Oklahoma, on this _____, day of _____, 2019.

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

Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

City Commission Meeting

8.12.

Meeting Date: 05/06/2019

Submitted By: Korina Crawford, Executive Assistant

SUBJECT:

RATIFY THE HIRING OF SCOTT HATHAWAY AND CONNOR & WINTERS, LLP FOR THE DRAFTING OF A CONSTRUCTION MANAGEMENT AT RISK AGREEMENT FOR THE KAW LAKE WATER SUPPLY PROJECT, AND REPRESENTING THE CITY AS IT RELATES TO THE CONSTRUCTION MANAGEMENT PROJECT DELIVERY METHOD.

BACKGROUND:

The City of Enid has been considering the utilization of a Construction Manager at Risk for the construction of the Kaw pipeline and related facilities. This construction delivery method would reduce the City's financial exposure by contractually transferring part of the risk to the Construction Manager.

Scott Hathaway's practice is confined to Construction Law and his focus includes negotiating construction contracts, drafting contracts and litigation. The City has engaged Mr. Hathaway to draft a proposed CMAR agreement to be included with the Requests for Proposals going out to the interested contractors. Those contractors that submit proposals will be required to identify sections of the 'proposed CMAR agreement' that they take issues with and will require negotiation.

While the drafting of the CMAR agreement will likely be less than the City Manager's cap under the City's Finance Procedures Manual, the ongoing general consultation with Scott Hathaway on the construction manager at risk delivery method could require City Commission approval if the related fees exceed \$50,000.00. Accordingly, this item is on the Agenda to ratify the hiring of Conner & Winters, LLP.

RECOMMENDATION:

Approve the hiring of Connor & Winters, LLP consistent with the engagement letter of April 16, 2019.

PRESENTER:

Carol Lahman, City Attorney

Attachments

Connor&Winters



J. Dillon Curran | Attorney at Law
DCurran@cwlaw.com

Conner & Winters, LLP
1700 One Leadership Square
211 North Robinson | Oklahoma City, OK 73102-7101
p (405) 272-5711 | f (405) 232-2695 | cwlaw.com

April 16, 2019

City of Enid, Oklahoma
c/o Carol Lahman, City Attorney
407 West Owen K. Garriott Road
P.O. Box 1768
Enid, OK 73702

Re: City of Enid, Oklahoma; Our File No. NEW

Dear Carol:

Thank you for selecting Conner & Winters (the "Firm") to represent you as its counsel. The terms of our engagement will be as set forth herein and the attached document entitled Terms of Engagement. If anything in that document conflicts with this letter, the provisions of this letter will control.

Our engagement is limited to representation of the City of Enid, Oklahoma ("you") initially in connection with drafting and negotiation of a construction manager at risk contract in relation to a pipeline being built to Kaw Reservoir and specific future matters in which you request our assistance and in which we have accepted your request and confirmed no conflicts arise in representing you in such matter. In each such instance, the terms of this engagement letter and the attached document entitled Terms of Engagement will govern our representation of you as your counsel.

Our acceptance to represent you in a particular matter does not include an acceptance to represent you or your interests in related matters unless you and the Firm specifically agree in advance that the scope of representation will cover such related matter. For instance, we will not review your insurance policies to determine the possibility of coverage for any claim asserted in a particular matter or provide advice to you about your disclosure obligations concerning such matter under federal securities laws unless specifically designated to be included in our representation.

With respect to our Firm, Scott Hathaway will have primary responsibility for your representation. His billing rate will be \$410.00 per hour. We will utilize other firm lawyers and professionals appropriate in the circumstances.

Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning litigation or various courses of action and the results that might be anticipated. Any such statement made by any partner or employee of our Firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed by you as a promise or guarantee. It is expressly understood that payment of the firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

At this time, the Firm will not require a retainer. However, please understand that we reserve the right to condition the continuation of our representation upon receipt of a retainer at any time. If we decide a retainer is required, we will contact you to discuss the amount and conditions of a retainer and such retainer will be placed in the firm's trust account.

Any otherwise nonpublic information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, your papers and property will be returned to you promptly upon our receipt of payment of outstanding fees and costs. Our own files pertaining to the matter will be retained by the Firm. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any documents or other material retained by us within a reasonable time after the termination of our engagement with you.

The Firm represents many other companies and individuals. It is possible that during the time that we are representing you, some of our present or future clients will have disputes or transactions with you. You agree that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature that, if known to such other client, could be used in any such other matter by such client to your material disadvantage.

You are aware that our Firm represents Kyle Williams and companies he controls in a transaction with the City of Enid which includes Mr. Williams buying real estate from the City of Enid (the "Real Estate Transaction"). We believe the Real Estate Transaction is wholly unrelated to the matter for which you've engaged us. We will not represent the City of Enid in the Real Estate Transaction. Please acknowledge and confirm the City of Enid (i) consents to our ongoing representation of Mr. Williams and his companies, (ii) waives any conflict that might arise as a result of the foregoing, (iii) agrees not to subpoena information about Mr. Williams and his companies from the Firm under any circumstance and (iv) agrees not to subpoena any lawyer at the Firm to testify as a witness or otherwise in any proceeding related to Mr. Williams and his companies. Under separate cover, Mr. Williams has agreed (a) not to subpoena information from the Firm about the City of Enid and (b) not to subpoena any lawyer at the Firm to testify as a witness or otherwise in any proceeding relating to the City of Enid.

You may terminate our representation at any time by notifying us. Your termination of our services will not affect your responsibility for payment of outstanding statements and accrued fees and expenses incurred before termination or incurred thereafter in connection with an orderly transition of the matter. If such termination occurs, your papers and


City of Enid, Oklahoma
April 16, 2019
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property will be returned to you promptly upon receipt of payment for outstanding fees and costs. Our own files pertaining to the matter will be retained. We may withdraw from this representation if you fail to fulfill your obligations under this agreement, including your obligation to pay our fees and expenses, or as permitted or required under any applicable standards of professional conduct or rules of court, or upon our reasonable notice to you.

If this letter meets with your approval, you should sign the enclosed copy and return it to me in the enclosed self-addressed envelope.

If you have any questions about our arrangement, please do not hesitate to contact me.

Sincerely,



J. Dillon Curran
For the Firm

JDC/lmh
Enclosure

cc: Scott Hathaway

Agreed and accepted, this 18 day of April, 2019:

CITY OF ENID, OKLAHOMA

By: Carol Lahman
Carol Lahman, City Attorney

Terms of Engagement (City of Enid, Oklahoma)

We are pleased to have the opportunity to serve you. Our objective is to provide the highest quality and most efficient legal services possible. Experience has shown that our relationship will be stronger if we start it with a mutual understanding about the terms of our engagement. This statement sets forth the standard terms of our engagement as your lawyers. Unless modified by mutual written agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review these terms carefully, contact us promptly if you have any questions and retain them in your file.

The Scope of Our Work

You should have a clear understanding of the legal services we will provide. Any questions that you have should be brought to our attention so that we can deal with them promptly. Our work will be limited to the specific legal services which you retain us to perform.

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but they are not guarantees. These opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

The attorney-client relationship will be considered ended upon our completion of the specific services that you have retained us to perform. If you later retain us to perform further or additional services, our attorney-client relationship will be revived, subject to our terms of engagement in effect at that time. However, the termination of our relationship with you will not affect our obligation to maintain the confidentiality of information learned by us while in an attorney-client relationship with you.

Work Assignments

Customarily, each client of the firm is served by a principal lawyer contact. The lawyer principally responsible for your work may assign parts of your work to other lawyers or other personnel in the office under his or her supervision and may use other firm lawyers where specialized help is needed. The supervising lawyer will continue to be responsible to you for the entire assignment and will be available to discuss the use of other personnel with you. Our goal is always to produce the highest quality of legal work at reasonable cost to you.

Legal Fees

Our fees are formulated in an effort to reflect the value of our services to our clients. The amount of actual time spent by lawyers and paralegals (and in some instances by clerks) is, in most engagements, the primary basis of the fee to be charged. Each lawyer and paralegal in our firm has an hourly billing rate and records his or her time in tenths of an hour as the work is performed. In addition to time spent, we may also take into account such other factors as the novelty or complexity of the issues and problems encountered, the extent of the responsibility

involved, the results achieved, the efficiency of our work, the customary fees for similar legal services, and other factors which will enable us to arrive at a fair fee. In those few instances where the nature of the work places extraordinary demands on the time of our lawyers, paralegals and staff, that factor will be taken into account.

We will keep accurate records of the time we devote to your work, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, due diligence investigation, document preparation and revisions, travel on your behalf, and other matters. Our current billing rates for lawyers range from approximately \$160 to \$700 per hour, depending primarily on the particular lawyer's experience and expertise and the nature of the work. Paralegal time is currently charged at \$120 to \$195 per hour. These rates are adjusted periodically (normally at least once at the end of each year) to reflect current levels of legal experience, changes in overhead costs and other factors. Revised rates are implemented without advance notice.

We are, on occasion, asked to estimate the amount of legal fees and expenses likely to be incurred in connection with a particular matter. When asked, we may furnish such an estimate, but always with a clear understanding that it is not a maximum or fixed fee quotation. The ultimate cost inevitably is either more or less than the amount estimated.

Expenses

We typically incur and pay on behalf of our clients a variety of expenses and charges arising in connection with legal services. These expenses and charges include long distance telephone charges, special postage, overnight and local delivery charges, facsimile charges, depositions, travel, photocopying, printing and reproduction costs, filing and recording fees, and use of providers of special services such as printers, experts, appraisers, accountants and other lawyers, if needed. Whenever such expenses are incurred, we will normally itemize and bill them to our clients at our cost; however, we may request that large disbursement items be billed directly to you for payment. We also include as an expense the cost of computerized legal research. We normally do not make a separate charge for stenographic or word processing work unless there is an unusual situation arising out of your needs that requires overtime staff work or specialized word processing services. If engaging other professionals, such as experts, becomes necessary or advisable, we will communicate with you first and ask you to pay for such professional fees and expenses directly.

Invoices and Payment

Invoices will normally be rendered monthly for work done in the previous month, covering and identifying services rendered, expenses and other charges. Payment will be due upon your receipt of our invoice. If we do not receive comment about an invoice within 15 days of the statement date, we will assume you have seen the invoice and find it acceptable. Payment should be made by check or draft payable to "Corner & Winters, LLP."

Delinquent Accounts

If any of our invoices remain unpaid for more than 60 days, we may, consistent with judicial requirements and our ethical obligations, cease performing services for you until arrangements satisfactory to us have been made for payment of arrearage and prospective future

fees. Invoices unpaid after 60 days will also be subject to late charges computed at a rate of 12 percent per annum from the invoice mailing date until paid. In addition, the firm has collection procedures which it will follow to ensure that each account is paid.

Retainer and Trust Deposits

New clients of the firm are normally asked to deposit a retainer with the firm. Unless otherwise agreed, the retainer deposit is credited toward a client's unpaid invoices, if any, at the conclusion of our legal representation. At that time, the remaining balance is returned.

Files and Records

Any otherwise nonpublic information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, your papers and property will be returned to you promptly upon our receipt of payment of outstanding fees and costs. Our own files pertaining to the matter will be retained by the firm. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any documents or other material retained by us within a reasonable time after the termination of our engagement with you.

Termination

Our representation may be terminated by you or, subject to our responsibilities and obligations under the applicable rules of professional conduct, by the firm at any time, with or without cause, upon reasonable notice. If such termination occurs, your papers and property will be returned to you or sent to other legal counsel as you direct. Our own files pertaining to your matters will be retained by us. The termination of our services will not affect your responsibility for payment of legal services rendered and expenses incurred before termination and in connection with an orderly transition of the matter.

We are subject to rules of professional conduct, which list several types of conduct or circumstances that require or allow us to withdraw from representing a client, including for example: nonpayment of fees or costs, misrepresentation or failure to disclose material facts, action contrary to our advice on a significant matter, and conflict of interest with another client. We try to identify in advance and discuss with our client any situation which may lead to our withdrawal, and, if withdrawal ever becomes necessary or appropriate, we immediately give the client notice of our withdrawal.

Questions

If you have questions about any aspect of our arrangements or our statements at any time, you should feel entirely free to raise those questions. It is best for your questions to be raised initially with the lawyer who is principally responsible for your work. It is important that we proceed on a mutually clear and satisfactory basis in our work for you. We are open to discussion of all of these matters, including the amounts reflected on our statements, and we encourage you to be frank about your concerns.

City Commission Meeting

8.13.

Meeting Date: 05/06/2019

Submitted By: Korina Crawford, Executive Assistant

SUBJECT:

APPROVE AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF ENID AND ANCHORED CAPITAL 3 INVESTMENTS, LLC.

BACKGROUND:

The City of Enid entered into a Purchase and Sale Agreement on February 21, 2019, with Kyle Williams for the redevelopment of the Lahoma Courts Addition. It was anticipated that Kyle Williams would transfer his personal responsibility in overseeing the redevelopment to one of his properties which he has done by assigning his interest to Anchored Capital 3 Investments, LLC.

The original agreement contemplated the City of Enid transferring the City owned property in the Lahoma Courts Addition which is referred to as the "district" in the agreement after the City re-platted the District which was estimated to be completed in mid-October, 2019.

The entities that seek to develop individual parcels within the overall development are eager to have the property readied for re-development by Anchored Capital 3. To allow for such preliminary work, this amended agreement provides for the purchase of the City owned property by Anchored Capital 3 prior to the re-plat. If the amended agreement is approved, Anchored Capital 3 would shepherd the re-plat through the court process and the City would reimburse Anchored Capital 3 for its legal expenses incurred. As the lead developer for the re-development of the District, Anchored Capital 3 has the responsibility to insure all developers work together to create a planned unit development that efficiently utilizes the common infrastructure such as water, sewer and streets and insures continued maintenance of the same, going forward.

The agreement allows the City of Enid and Anchored Capital 3 to work together in the preparation of a Master Development Agreement for the Cinema Tract to facilitate the purchase of this tract by Apex Cinema. The agreement provides that the City of Enid shall reimburse Anchored Capital 3 its legal costs incurred in working with the City's legal department in the drafting of a Master Development Agreement for Apex Cinema.

If approved, the closing of the purchase of the City owned property in the District by Anchored Capital 3 Investments, LLC will likely occur in the next week, but no later than May 24, 2019.

RECOMMENDATION:

Approve and authorize the Mayor to execute agreement.

PRESENTER:

Carol Lahman, City Attorney

Attachments

Agreement

Redlined

AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT

THIS AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT (“**Agreement**”) is made as of the last date on which this Agreement has been signed and delivered by both parties (the “**Effective Date**”), between THE CITY OF ENID, OKLAHOMA a municipal corporation (herein “**Seller**”), whose notice address is 401 W. Owen K. Garriott Rd., Enid, Oklahoma 73703; and ANCHORED CAPITAL 3 INVESTMENTS, LLC, or its assignee (herein “**Buyer**”), whose notice address is P.O. Box 1112, Enid Oklahoma 73702.

R E C I T A L S :

A. Seller and Kyle Williams entered into that certain Purchase and Sale Agreement effective February 21, 2019 (the “**Original PSA**”) concerning certain real property located at the southeast corner of the intersection of Cleveland Street and Owen K. Garriott Road, in the City of Enid, Garfield County, Oklahoma, consisting of approximately twenty (20) acres and providing no less than 800 feet of frontage along Owen K. Garriott and 1,085 feet of frontage along Cleveland as more particularly described on **Exhibit “A”** attached as a part hereof (the “**Land**”).

B. Kyle Williams unconditionally assigned all of his interests in the Original PSA to Buyer and Buyer succeeded to and, as of the Effective Date, holds all of Kyle Williams’s rights in, to and under the Original PSA in all respects.

C. Seller has acquired fee simple title to all of the Land excepting only the single family residence having the street address of 2301 and 2305 E. Court, Enid, Oklahoma (the “**Residence**”).

D. Buyer owns the Residence.

E. Buyer desires to purchase from Seller the following:

- (1) The Land;
- (2) all right, title and interest of Seller in and to all streets, alleys, easements and rights-of-way in, on, across, in front of, abutting or adjoining the Land and any other appurtenances belonging thereto, (collectively, the “**Appurtenances**”) but excepting (i) those Appurtenances abutting, adjoining or belonging to or serving the Residence (defined below) unless the Buyer has timely acquired the Residence and (ii) Owen K. Garriott Road and Cleveland Street;
- (3) all right, title and interest of Seller in and to all buildings located on the Land (the “**Buildings**”), together with any and all other fixtures, structures, sidewalks, utility lines, parking areas, access ways, and other improvements located on the Land, and together with all machinery and mechanical, electrical, HVAC, plumbing and other systems owned by Seller and which serve any of the foregoing (the Buildings and other

property described in this **Recital A(3)** being hereinafter collectively called the “**Improvements**”);

The Land, Appurtenances, Buildings and Improvements are hereinafter collectively called the “**Property**.”

F. Seller is willing to sell and convey the Property to Buyer on the terms and conditions hereinafter set forth.

G. The purchase and sale transaction contemplated by this Agreement will be called the “**Transaction**.”

H. The Parties desire to amend and restate the Original PSA in its entirety.

A G R E E M E N T S :

NOW, THEREFORE, in consideration of the covenants contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. **Sale Agreement**. Seller hereby agrees to sell the Property to Buyer and Buyer hereby agrees to purchase the Property from Seller, subject to the terms and conditions of this Agreement.

2. **Purchase Price**. The total cash purchase price for the Property will be ONE MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS (\$1,350,000.00) (the “**Purchase Price**”). The Purchase Price will be payable as follows:

2.1 **Earnest Money Deposit**. Buyer previously has deposited the sum of Twenty-Five Thousand Dollars (\$25,000) (the “**Earnest Money Deposit**” which term will be deemed to include all interest earned on said amount) with Humphreys Abstract Company (the “**Title Agent**”), whose address is 217 W. Broadway Ave., Enid, Oklahoma 73703. The Earnest Money Deposit shall be invested by the Title Agent in an interest-bearing escrow account in a federally insured financial institution. The Earnest Money Deposit shall be applied against the Purchase Price at the Closing, as hereinafter defined.

2.2 **Purchase Price at Closing**. Buyer shall pay to Seller the remaining balance of the Purchase Price after application of the Earnest Money Deposit and plus or minus prorations and adjustments as provided in this Agreement, at the Closing in immediately available funds by wire transfer.

2.3 **In Kind Performance**. In addition to the Purchase Price, the Buyer is obligated after Closing to perform the pre-development work described at Section 6.2.2 of this Agreement, which the Seller reasonably estimates to be valued on a cost-basis in excess of TWO MILLION FORTY-EIGHT THOUSAND DOLLARS (\$2,048,000.00).

3. Conditions Precedent to Closing. The following shall constitute conditions precedent to Buyer's obligation to purchase the Property, and Buyer shall be satisfied within the time periods stated unless waived or deferred in writing by Buyer.

3.1 Title.

3.1.1 Title Commitment. Not later than April 22, 2019, Seller will cause the Title Agent to deliver to Buyer and Seller a commitment (the "**Title Commitment**") for an ALTA owner's policy of title insurance to be issued by the Title Agent, as agent for a title insurance company selected by the Buyer (the "**Title Insurer**"), covering the Property, including the dominant estate in any Appurtenances, and naming Buyer as the insured, stating the Purchase Price as the policy amount (the "**Title Policy**"), together with such endorsements as may be required by Buyer. Seller shall also request the Title Agent to deliver to Buyer and Seller concurrently with the Title Commitment copies of all recorded documents that are the basis of a requirement or proposed exception to coverage in the Title Commitment.

3.1.2 Survey. Not later than May 10, 2019, Seller shall deliver to Buyer a Survey of the Land certified to Buyer and meeting the current ALTA/NSPS standards (the "**Survey**"). The Survey shall be dated after the Effective Date and be certified to the Buyer and any lender the Buyer designates and shall be obtained at Seller's sole expense.

3.1.3 Review. Buyer shall have until five (5) days after the delivery of the items required in Sections 3.1.1 and 3.1.2, to notify Seller in writing of any objections Buyer has to any matters appearing or referred to in the Title Commitment or Survey. Any exceptions or other matters in the Title Commitment or Survey to which Buyer does not object in writing shall be deemed to be permitted exceptions to Seller's title (the "**Permitted Exceptions**"). Any condition of title with respect to the Residence shall be a Permitted Exception. With regard to items to which Buyer does so object, Seller shall have until Closing within which to cure such objections. Notwithstanding the foregoing, Seller shall be obligated to discharge all monetary encumbrances against the Property excepting monetary encumbrances on the Residence. If Seller is unable or unwilling to cure such objections (other than monetary encumbrances as required above), Seller shall so notify Buyer in writing no later than ten (10) days after Seller's receipt of Buyer's objections. If Seller does not notify Buyer of Seller's inability or unwillingness to cure Buyer's objections within such ten-day period, Seller shall be deemed to have elected to cure such objections. If Seller declines to cure Buyer's objections or if Seller elects to cure such objections and fails to do so, Buyer, at its option, and as its exclusive remedy, may (a) waive its objections and purchase the Property without reduction of the Purchase Price, or (b) terminate this Agreement in which case Buyer will be entitled to promptly receive a return of the entire amount of the Earnest Money Deposit along with interest accrued thereon, less Title Agent's reasonable charges not to exceed \$1,000.00. If Buyer so terminates this Agreement, then notwithstanding anything herein to the contrary, the Buyer and Seller agree that the Earnest Money Deposit shall be promptly refunded to Buyer and that the Due Diligence Information, as hereinafter defined, shall be returned to Seller, and neither party shall have any further obligations hereunder, except as otherwise specifically provided in this Agreement.

3.2 Due Diligence. [intentionally omitted]

3.3 Contract for Sale of Restaurant Tract. Buyer's and Seller's obligations to close will be conditioned on that certain Purchase and Sale Agreement by and between Buyer and DAR Restaurant Group, LLC, an Arkansas limited liability company, for the sale of that approximately two (2.00) acre portion of the Property identified on the Development Plan dated March 5, 2019 attached as Exhibit "A-1" hereto (the "**Development Plan**") as the "Colton's Steak House and Grill" and more particularly described on Exhibit "B" hereto (the "**Restaurant Tract**") for a gross sales price paid to Buyer of not less than \$700,000.00 in cash, being in full force and effect and not having been terminated, revoked, rescinded, repudiated or materially changed for any reason without Buyer's written consent.

4. Representations, Warranties, and Covenants of the Parties.

4.1 Seller's Representations, Warranties and Covenants. Seller represents, warrants, and covenants to Buyer as set forth below:

4.1.1 Authority. Seller has full power and authority to execute and deliver this Agreement and carry out its obligations hereunder.

4.1.2 Title. Before Closing, Seller will be the sole owner of the marketable fee simple title to the Property, excepting only the Residence.

4.1.3 Consents. No consent, approval, or authorization from any governmental authority or other third party is required to be obtained by Seller in connection with the execution, delivery, and performance by Seller of this Agreement.

4.1.4 Notices of Violation of Laws. Seller has not received a written notice or written report from any governmental authority alleging that the Property, or the use or operation thereof, is not in compliance with any applicable municipal or other governmental laws, ordinances, regulations, codes, licenses, permits, or authorizations.

4.1.5 Litigation. There are no pending, or to the best of Seller's knowledge, threatened, judicial, municipal or administrative proceedings (including bankruptcy proceedings) affecting the Property or in which Seller is or will be a party by reason of Seller's ownership or operation of the Property or any portion thereof that are not fully covered by insurance maintained by Seller or a third party, including without limitation any litigation challenging or seeking to overturn or avoid the closing or vacating of plats, easements, covenants, restrictions, rights of way or public ways on the Property.

4.1.6 Condemnation. There are no condemnation proceedings or offers relating to a conveyance in lieu of condemnation or similar proceedings pending, or to the knowledge of Seller, threatened, with respect to the Property.

4.1.7 Effect of Agreement. Neither the execution of this Agreement nor the consummation of the Transaction contemplated hereby will (a) result in a breach of, default under, or acceleration of, any agreement to which Seller is a party or by which Seller or the

Property is bound; or (b) violate any restriction, court order, agreement or other legal obligation to which Seller and/or the Property is subject.

4.1.8 Due Diligence Information. To the best of Seller's knowledge, all information that has been or will be furnished by Seller to Buyer concerning the Property is or will be true, complete and accurate in all material respects on the date(s) of delivery thereof.

4.1.9 Hazardous Substances. For purposes of this Agreement, "Hazardous Substances" shall mean and include any solid, liquid, gaseous or thermal irritant or contaminant, such as smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste, petroleum products, asbestos, radon or lead paint (including materials to be recycled, reconditioned or reclaimed) and any pollution or other toxic or hazardous substances as defined or listed under any of the following:

Any applicable federal, state, or local statutes, laws, ordinances, codes, rules, regulations, orders, or decrees including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 et seq., the Federal Hazardous Materials Transportation Act, the Federal Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq., the Federal Toxic Substances Control Act, as amended, 15 U.S.C. § 2601 et seq., the Federal Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq., the National Environmental Policy Act, as amended, 42 U.S.C. §§ 4321 et seq., the Rivers and Harbors Act of 1899, as amended, 33 U.S.C. §§ 401 et seq., or any rules and regulations of the EPA, the applicable state statutes or regulations of the State of Oklahoma that relate to protection of the environment, any other Oklahoma state statutes or regulations that relate to the protection of the environment, any municipal ordinances, rules or regulations or any statutes or regulations of any other agency or governmental authority or entity having jurisdiction over the Project that relate to protection of the environment (collectively the "Environmental Laws").

Seller warrants, represents and agrees that:

- (a) No Hazardous Substances have been discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape (collectively referred to as the "incident") on or about the Property in violation of Environmental Laws.
- (b) No investigation, administrative order, consent order and agreement, litigation or settlement with respect to Hazardous Substances is proposed, or to Seller's knowledge, threatened, anticipated or in existence with respect to the Property.

4.1.10 Stand Still. From the Effective Date until the earlier of (a) the termination of this Agreement, or (b) the failure of the parties to close the transaction contemplated by this Agreement on the Closing Date, Seller will not allow any inspections of the Property by a potential purchaser, initiate or carry on negotiations for the sale of the Property or any portion thereof, or enter into a contract to sell the Property or any portion thereof.

4.2 Representations, Warranties and Covenants of Buyer. Buyer represents, warrants, and covenants to Seller that:

4.2.1 Authority. Buyer has full power and authority to execute and deliver this Agreement and carry out its obligations hereunder.

4.2.2 Consents. No consent, approval, or authorization from any governmental authority or third party is required to be obtained by Buyer in connection with the execution, delivery, and performance by Buyer of this Agreement.

4.2.3 Effect of Agreement. Neither the execution of this Agreement nor consummation of the transactions contemplated hereby will (a) result in a breach of, default under or acceleration of any agreement to which Buyer is a party or by which Buyer is bound, or (b) violate any restriction, court order, agreement or other legal obligation to which Buyer is subject.

5. Closing. The consummation of the Transaction (the "**Closing**") shall be accomplished as set forth below.

5.1 Closing Place and Date. The Closing shall take place at the offices of the Title Agent at a time and on a date acceptable to Buyer and Seller which is not later than May 24, 2019, unless extended in writing by the parties (the "**Closing Date**").

5.2 Seller's Deliveries. At the Closing Seller shall deliver or cause to be delivered to Buyer and/or the Title Agent, as applicable, the following, each fully executed, attested, sworn to and acknowledged (where appropriate):

5.2.1 General Warranty Deed. A General Warranty Deed in form and substance satisfactory to the parties (the "**Deed**") conveying to Buyer the Property, subject only to the Permitted Exceptions.

5.2.2 FIRPTA Affidavit. An affidavit in form and substance satisfactory to Buyer stating that Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and implementing regulations.

5.2.3 Proof of Authority. Such evidence as to the authority of Seller to enter into this Agreement and to discharge the obligations of Seller pursuant hereto as Buyer or the Title Agent shall reasonably require.

5.2.4 Marked Title Commitment. An original of the Title Commitment, marked and executed by the Title Agent on behalf of the Title Insurer, unconditionally obligating the Title Insurer to deliver to Buyer the Title Policy insuring Buyer as the owner of the marketable fee simple title to the Property and the holder of the dominant estate in and to the Appurtenances, subject only to the Permitted Exceptions.

5.2.5 Proration Amounts. Such payments to Buyer (or credits against the Purchase Price) as may be required to effect the prorations required by this Agreement.

5.2.6 Additional Documents. Such additional documents, including lien and possession affidavits, as may be reasonably requested by Buyer or the Title Agent to consummate the Transaction.

5.3 Buyer's Deliveries. At the Closing, Buyer shall deliver or cause to be delivered to Seller the following, each fully executed, attested, sealed, sworn to and acknowledged (where appropriate):

5.3.1 Purchase Price. The Purchase Price, subject to adjustments and prorations as provided in this Agreement, in immediately available United States funds.

5.3.2 Proof of Authority. Such evidence as to the authority of Buyer to enter into this Agreement and to discharge the obligations of Buyer pursuant hereto as Seller or the Title Agent shall reasonably require.

5.3.3 Additional Documents. Such additional documents as may be reasonably requested by Seller or the Title Agent to consummate the Transaction.

5.4 Possession. Possession of the Property will be given to Buyer on the Closing Date, free from any claims of any persons asserting a right to possession or an interest in the Property, excepting only possession of the Residence.

5.5 Prorations. The income and expenses of the Property will be prorated as of the Closing Date and the Purchase Price will be adjusted on the following basis:

5.5.1 Taxes, Operating Expenses, Utilities. All personal property and real estate taxes, charges and assessments affecting the Property ("Taxes") shall be prorated on a per diem basis as of the Closing Date. If any Taxes have not been finally assessed as of the Closing date for the current fiscal year of the taxing authority, then the same shall be adjusted at Closing based upon the most recently issued bills therefor, and shall be re-adjusted when final bills are issued after the Closing Date. Sewer, water, electric, gas, telephone, cable, and all other utility and fuel charges, shall be handled to the extent possible by meter readings on or prior to the Closing Date, with a final bill to the Seller. The Seller and the Buyer shall make necessary arrangements for discontinuance and commencement of all utility services as of the Closing Date. All unapplied utility deposits of the Seller shall be returned to the Seller. If any other operating expenses cannot conclusively be determined as of the Closing Date, then the same shall be prorated at Closing based upon the most recently issued bills therefor, and shall be re-

adjusted as soon as practicable after the Closing Date. Payments in connection with the final adjustments shall be due within fifteen (15) days after receipt of written notice.

5.5.2 Method of Proration; Post-Closing Adjustments. If the apportionments provided for in this Agreement result in a credit balance to the Buyer, such sum shall be applied against the Purchase Price at the Closing. In the event the apportionments result in a credit balance to the Seller, such credit balance shall be added to the Purchase Price payable at Closing. For purposes of computing all prorations required under this Agreement, the Closing Date shall be included within the period of the Buyer's ownership. To the extent any prorations required by this Agreement cannot be adjusted as of the Closing Date because they are not fully or finally ascertainable, they shall be prorated and adjusted at the Closing to the extent reasonably possible and based upon the most recent information with respect to the item to be prorated. Any final prorations and adjustments will be made as soon after the Closing Date as the undetermined amounts are ascertained. The provisions of the foregoing sentence shall survive the Closing.

5.6 Transaction Costs. The costs associated with the Transaction shall be paid as follows:

5.6.1 Seller's Costs. Seller shall pay the following costs of the Transaction: (a) the cost to cure any title objections Seller elects or is required to cure, (b) the premium for the owner's title insurance policy and fees for the title insurance commitment, (c) all fees associated with the survey of the Property, (d) one-half of the Title Agent's escrow closing fee, (e) all transfer taxes, documentary stamp taxes, recording fees and similar costs or fees, (f) Seller's attorneys' fees and expenses and (g) any other costs of Seller specified elsewhere in this Agreement.

5.6.2 Buyer's Costs. Buyer shall pay the following costs of the Transaction: (a) the cost of all of Buyer's inspections, evaluations, approvals, and other due diligence investigations, (b) the premiums of any lender's title insurance policies, (c) one-half of the Title Agent's escrow closing fee, (d) any fees attributable to any financing of Buyer (including any mortgage tax), (e) Buyer's attorneys' fees and expenses and (g) any other costs of Buyer specified elsewhere in this Agreement. In addition to the foregoing, Buyer will pay the entire cost of any title insurance endorsements required by the Buyer.

5.6.3 Other Costs. Any costs of the Transaction or Closing not specifically allocated above or elsewhere in this Agreement shall be shared equally by Buyer and Seller.

5.6.4 Costs in the Event of a Termination. If Buyer terminates the transaction pursuant to its rights hereunder, the parties shall bear the costs incurred to the date of the termination as provided above.

6. Post-Closing Obligations.

6.1 Seller's Post-Closing Obligations. The Seller, after Closing, shall construct at Seller's expense medians on Cleveland Street and Garriott Road of design similar to

existing medians, with construction to be completed not later than six (6) months after Closing, allowing for reasonable extensions of time because of delays caused by events of force majeure; provided, however, Seller shall not construct any median that restricts vehicular left-turn access to either entrance to the Property from west-bound traffic on Garriott Road. At Seller's written request, Buyer will provide an estimate of the expense for Buyer to construct the medians.

6.2 Buyer's Post-Closing Obligations.

6.2.1 The Buyer, at Seller's expense, after Closing shall cause (1) the existing plat and all rights of way, public ways, streets and roads, public and private easements, covenants and restrictions, and set back requirements covering, within, or affecting the Property to be permanently closed and vacated, (2) the Property to be replatted and re-zoned consistent with and to permit the C-3 uses contemplated by the Development Plan and this Agreement and (3) easements, covenants and restrictions running with the land, in form and substance acceptable to and approved by the Buyer in writing and consistent with the Development Plan, to be imposed and recorded providing for (a) ingress, egress, and access as shown on the Development Plan, (b) utility and maintenance rights of way and easements consistent with the Development Plan, (c) the future owner(s) of the Property to share expenses of maintaining and repairing common areas, drives and landscaping on the Property, on a pro rata basis according to square footage under ownership and (d) Buyer retaining all decision rights concerning maintaining and repairing common areas, drives, landscaping and similar. To satisfy this obligation, Buyer (i) need not close or vacate any public way, alley or utility easement that provides access to or means of supplying utilities to the Residence but (ii) shall be responsible for, among other things, (1) commencing and completing all necessary judicial actions, providing notices as required by law and obtaining final, non-appealable judicial orders; (2) obtaining all necessary governmental approvals and authorizations including without limitation approvals from the city engineer, design review board and applicable zoning commission and ordinances and resolutions from the Enid City Council and (3) filing and recording necessary items with the City of Enid and county authorities. Seller will promptly upon request reimburse Buyer for all expenses Buyer incurs (or incurred before the Effective Date) in connection with the obligations set forth in this Section 6.2.1 including without limitation, court costs, filing fees, attorney's fees and fees of third party engineering firms and consultants; provided, however, the reimbursement for attorney's fees shall not exceed \$50,000.00.

6.2.2 Buyer, after Closing, at Buyer's expense shall (1) clear the Property of existing structures, streets, drives and trees, including demolition of existing improvements, to prepare the Property for re-development, (2) construct driveways of approximately 33 feet in width entering the Property on the north and west sides as shown on the Development Plan which shall be made available for access to the employees, patrons and guests of any business which may operate on the Property, (3) construct a new water line as shown on the Development Plan and (4) construct a new sewer line as shown on the Development Plan. Purchaser shall have no obligation to construct, cause or pay for the construction of any other improvement shown on the Development Plan including without limitation any building, infrastructure, extension of utilities, grading, landscaping, street, drive or parking area except as expressly described immediately above with respect to preparing the Property for re-

development. Buyer shall satisfy his post-Closing obligations set forth in this Section 6.2.2 of the Agreement within one (1) year after Closing, allowing for reasonable extensions of time because of delays caused by events of force majeure. Buyer shall have no obligation to keep or provide Seller with records or account to Seller in any regard concerning the expenses incurred to accomplish the Buyer's post-closing obligations set forth under Sections 6.2.1 and 6.2.2 of this Agreement or the value of the Buyer's services provided after Closing.

6.2.3 To the extent any utility demands compensation for expenses associated with relocating lines, cable or similar within the Property, the Seller shall use its powers as a municipality to require relocation and/or pay such expenses directly to the utility. The Seller acknowledges AT&T seeks \$30,000.00 for relocating fiber optic cable buried on the Property.

6.2.4 If the Seller delivers a written request to Buyer within thirty-six (36) months after Closing, Buyer shall donate to Seller that approximately 7.40 acre parcel in the southeast corner of the Property identified on the Development Plan as including the "Cinema" as more particularly described on Exhibit "C" hereto (the "Cinema Tract"), together with all improvements thereon including those improvements made after Closing, if any; provided, however, (1) the donation will be for a public purpose which may include economic development, (2) the donation will be accomplished by special warranty deed free from any expense to the Seller and free of liens, claims and encumbrances made by, through or under Seller, but without representation or warranty of any kind, (3) the Cinema Tract shall remain subject to the new plat, easements, covenants and restrictions imposed in satisfaction of Section 6.2.1 of this Agreement, and (4) the donation shall occur at a time of Buyer's choosing but not later than ninety (90) days after the Seller's written request is delivered to Buyer. Seller agrees to reimburse Buyer's attorney's fees incurred with respect to services Buyer's attorneys perform on any agreement between The Enid Economic Development Authority and a potential owner of the Cinema Tract, including attorney's fees incurred before the Effective Date; provided, however, the reimbursement shall not exceed \$50,000.00.

7. Drainage, Storm Water & Utilities. Buyer shall not be obligated for (1) downstream or off-site storm water improvements that may be desirable, necessary or required by virtue of the development, clearing or construction of improvements on the Property, excepting Buyer's construction of a convenience store on the northwest corner of the Property and (2) charges from utilities (OG&E, ONG, AT&T and Suddenlink) in connection with the development of the Property including without limitation expenses associated with extending or re-locating lines, cable and similar.

8. Signage. With respect to the billboard on the Property which is covered by a lease in favor of Fairway and subject to Fairway's rights, after Closing Buyer shall have the right to (i) move the existing billboard to a new location on the Property, subject to set back requirements, or (ii) remove the existing billboard and erect a new billboard of the same size or smaller anywhere on the Property, subject to set back requirements, which, at Buyer's option, may be a digital billboard; provided such relocation of the existing billboard or the erection of the new billboard, if any, shall be accomplished no later than five (5) years after Closing. As a

condition precedent to Closing, Seller will provide Buyer such further written assurances, permits and authorizations as Buyer may reasonably require concerning Buyer's rights to move or remove the existing billboard and erect and maintain a new billboard.

9. Brokerage Commissions. Buyer hereby represents and warrants to Seller that Buyer has not incurred, and shall not have incurred as of the Closing Date, any liability for the payment of any brokerage fee or commission in connection with the transaction contemplated in this Agreement. Seller hereby represents and warrants to Buyer that Seller has not incurred, and shall not have incurred as of the Closing Date, any liability for the payment of any brokerage fee or commission in connection with the transaction contemplated in this Agreement.

10. Risk of Loss. Through and including the Closing Date, risk of loss to the Property, ordinary wear and tear excepted, will be on the Seller. After the Closing Date, risk of loss to the Property will be on the Buyer.

11. Default. If Seller defaults under this Agreement, or if Seller wrongfully refuses to close the sale of the Property under the terms of this Agreement, Buyer shall be entitled to receive the Earnest Money from the Title Agent and to exercise all remedies available under Oklahoma law, at law or in equity, including, without limitation, the right to seek specific performance and injunctive relief (prohibitive or mandatory). If Buyer defaults hereunder or if Buyer wrongfully refuses to close the purchase of the Property under the terms of this Agreement, Seller shall be entitled, as its sole remedy, to direct the Title Agent to pay the Earnest Money Deposit to Seller, which Seller shall be entitled to retain in full satisfaction of any liability of Buyer hereunder.

12. Miscellaneous. It is further understood and agreed as follows:

12.1 Liabilities. Buyer shall not, by the execution or performance of this Agreement or any instrument or agreement pursuant hereto, assume, become responsible for or incur any liability or obligation, of any nature, of Seller.

12.2 Survival. The portions of this Agreement which expressly impose obligations and duties upon the parties or grant rights and privileges to the parties after Closing, including without limitation Sections 6.1, 6.2, 7 and 8 of this Agreement, shall survive Closing and shall remain binding upon the parties after the Closing without any further act, notice, approval or other matter whatsoever.

12.3 Severability. If any provision of this Agreement shall be held to be void or unenforceable for any reason, the remaining terms and provisions hereof shall not be affected thereby.

12.4 Time. Time is of the essence of each of the provisions of this Agreement.

12.5 Binding Effect; Assignment. The provisions of this Agreement shall inure to the benefit of and bind the legal representatives, successors, and assigns of the parties hereto, and the Buyer will be entitled to assign this Agreement to an entity controlled by or under common control with Buyer.

12.6 Section Headings; Construction. Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation hereof. As used herein, the plural shall include the singular and vice versa and the neuter shall include the masculine and the feminine, and vice versa, as applicable. Seller and Buyer acknowledge and stipulate that they and their respective legal counsel have reviewed and revised the form of this Agreement prior to its execution. The parties agree that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party) or party creating the ambiguity shall not be employed in the interpretation of this Agreement.

12.7 Amendment and Waiver. This Agreement may be amended at any time in all respects, but only by an instrument in writing executed by Seller and Buyer. A copy of any such amendment shall be sent to the Title Agent. Either Buyer or Seller may waive any requirement to be performed by the other, provided that said waiver shall be in writing and executed by the party waiving the requirement.

12.8 Integrated Agreement. This Agreement, together with the Exhibit(s) hereto, constitutes the entire agreement between Buyer and Seller relating to the sale and purchase of the Property, and there are no agreements, understandings, restrictions, warranties or representations with respect to the Property between Buyer and Seller other than those set forth herein.

12.9 Choice of Law. It is the intention of Seller and Buyer that the laws of Oklahoma shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and obligations of Buyer and Seller hereunder.

12.10 Execution; Counterparts. This Agreement shall not be deemed fully executed and binding on the parties unless and until Buyer and Seller have each executed this Agreement or separate counterparts and delivered a copy of its signed counterpart to the other party. When exchanged as provided herein, facsimile signatures of the parties on counterparts of this Agreement will be binding as if such signatures were originals. The Title Agent's execution of this Agreement shall not be required for full execution of this Agreement but shall merely evidence the Title Agent's acceptance of its obligations hereunder.

12.11 Signer is Authorized. Each individual (a "**Signer**") who has executed this Agreement in a representative capacity on behalf of a party hereto (the "**Executing Party**") warrants to the other party that this Agreement has been duly authorized, executed and delivered by the Signer on behalf of the Executing Party. Each Signer agrees to indemnify and hold the other party harmless from and against any loss, damage, cost or expense incurred by the other party in the event the foregoing representation by the Signer is incorrect.

12.12 Replacement of Original PSA. This Agreement amends and replaces in the entirety the Original PSA, which shall have no further force nor effect.

12.13 Title Agent. Buyer and Seller agree that the Title Agent shall not incur any liability to Buyer or Seller, nor shall the Title Agent incur any expense or suffer any damage for any act or omission of the Title Agent so long as the Title Agent has acted, or refrained from acting, in good faith in carrying out its responsibilities under this Agreement. In the event of any ambiguity in the Title Agent's obligations hereunder (as determined in the good faith judgment

of the Title Agent) or in the event of any disagreement or controversy arising out of this Agreement from any cause, the Title Agent, at its option, may hold the Earnest Money Deposit until the ambiguity, disagreement, or controversy has been settled to the Title Agent's satisfaction or may interplead the Earnest Money Deposit into court.

IN WITNESS WHEREOF, the parties have executed this Agreement on the separate signature pages attached as a part hereof.

[The remainder of this page is intentionally blank.]

SIGNATURE PAGE TO PURCHASE AND SALE AGREEMENT

**THE CITY OF ENID, OKLAHOMA an
Oklahoma municipal corporation**

By: _____
_____, Mayor

[seal]

_____,
CITY CLERK

(the "**Seller**")

Date of Seller's execution: _____, 2019

**ANCHORED CAPITAL 3 INVESTMENTS,
LLC, an Oklahoma limited liability company**

Kyle Williams, Manager

(the "**Buyer**")

Date of Buyer's execution: _____, 2019

RECEIPT AND AGREEMENT BY TITLE AGENT

The Title Agent hereby acknowledges receipt of the Earnest Money Deposit and agrees to hold and apply the same in accordance with the terms of the foregoing Agreement.

"Title Agent": _____

By: _____

Name: _____

Title: _____

EXHIBIT “A”

The Land

[Legal Description to be supplied by title company.]

EXHIBIT “A-1”

The Development Plan

EXHIBIT “B”

Restaurant Tract

[Legal Description to be supplied by title company.]

EXHIBIT “C”

Cinema Tract

[Legal Description to be supplied by title company.]

AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT

THIS AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT (“**Agreement**”) is made as of the last date on which this Agreement has been signed and delivered by both parties (the “**Effective Date**”), between THE CITY OF ENID, OKLAHOMA a municipal corporation (herein “**Seller**”), whose notice address is 401 W. Owen K. Garriott Rd., Enid, Oklahoma 73703; and ~~KYLE WILLIAMS, or his~~ ANCHORED CAPITAL 3 INVESTMENTS, LLC, or its assignee (herein “**Buyer**”), whose notice address is P.O. Box 1112, Enid Oklahoma 73702.

R E C I T A L S :

~~A. Buyer desires to purchase from Seller the following:~~

~~B.A. all right, title and interest of Seller in and to that Seller and Kyle Williams entered into that certain Purchase and Sale Agreement effective February 21, 2019 (the “Original PSA”) concerning certain real property located at the southeast corner of the intersection of Cleveland Street and Owen K. Garriott Road, in the City of Enid, Garfield County, Oklahoma, consisting of approximately twenty (20) acres and providing no less than 800 feet of frontage along Owen K. Garriott and 1,085 feet of frontage along Cleveland; as more particularly described on Exhibit “A” attached as a part hereof (the “Land”). The Land is depicted on the Development Plan dated February 13, 2019 attached as Exhibit “A-1” hereto (the “Development Plan”);~~

~~B. Kyle Williams unconditionally assigned all of his interests in the Original PSA to Buyer and Buyer succeeded to and, as of the Effective Date, holds all of Kyle Williams’s rights in, to and under the Original PSA in all respects.~~

~~C. Seller has acquired fee simple title to all of the Land excepting only the single family residence having the street address of 2301 and 2305 E. Court, Enid, Oklahoma (the “Residence”).~~

~~D. Buyer owns the Residence.~~

~~E. Buyer desires to purchase from Seller the following:~~

~~(1) The Land;~~

~~(2) all right, title and interest of Seller in and to all streets, alleys, easements and rights-of-way in, on, across, in front of, abutting or adjoining the Land and any other appurtenances belonging thereto, (collectively, the “Appurtenances”) but excepting (i) those Appurtenances abutting, adjoining or belonging to or serving the Residence (defined below) unless the Buyer has timely acquired the Residence and (ii) Owen K. Garriott Road and Cleveland Street;~~

~~(3) all right, title and interest of Seller in and to all buildings located on the Land (the “Buildings”), together with any and all other fixtures,~~

structures, sidewalks, utility lines, parking areas, access ways, and other improvements located on the Land, and together with all machinery and mechanical, electrical, HVAC, plumbing and other systems owned by Seller and which serve any of the foregoing (the Buildings and other property described in this **Recital A(3)** being hereinafter collectively called the “**Improvements**”);

The Land, Appurtenances, Buildings and Improvements are hereinafter collectively called the “**Property**.”

~~C.F.~~ Seller is ~~the owner of a portion of the Property and is willing to acquire the entirety of the Property and~~ sell and convey the Property to Buyer on the terms and conditions hereinafter set forth.

~~D.G.~~ The purchase and sale transaction contemplated by this Agreement will be called the “**Transaction**.”

~~H.~~ The Parties desire to amend and restate the Original PSA in its entirety.

A G R E E M E N T S :

NOW, THEREFORE, in consideration of the covenants contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Sale Agreement. Seller hereby agrees to sell the Property to Buyer and Buyer hereby agrees to purchase the Property from Seller, subject to the terms and conditions of this Agreement.

2. Purchase Price. The total cash purchase price for the Property will be ONE MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS (\$1,350,000.00) (the “**Purchase Price**”). The Purchase Price will be payable as follows:

2.1 Earnest Money Deposit. ~~Promptly after the Effective Date and as a condition precedent to the formation of this Agreement, Buyer shall deposit~~ ~~Buyer previously has deposited~~ the sum of Twenty-Five Thousand Dollars (\$25,000) (the “**Earnest Money Deposit**” which term will be deemed to include all interest earned on said amount) with Humphreys Abstract Company (the “**Title Agent**”), whose address is 217 W. Broadway Ave., Enid, Oklahoma 73703. The Earnest Money Deposit shall be invested by the Title Agent in an interest-bearing escrow account in a federally insured financial institution. The Earnest Money Deposit shall be applied against the Purchase Price at the Closing, as hereinafter defined.

2.2 Purchase Price at Closing. Buyer shall pay to Seller the remaining balance of the Purchase Price after application of the Earnest Money Deposit and plus or minus prorations and adjustments as provided in this Agreement, at the Closing in immediately available funds by wire transfer.

~~Execution Version~~

2.3 In Kind Performance. In addition to the Purchase Price, the Buyer is obligated after Closing to perform the pre-development work described at Section 6.2.4~~2~~ of this Agreement, which the Seller reasonably estimates to be valued on a cost-basis in excess of TWO MILLION FORTY-EIGHT THOUSAND DOLLARS (\$2,048,000.00).

3. Conditions Precedent to Closing. The following shall constitute conditions precedent to Buyer's obligation to purchase the Property, and Buyer shall be satisfied within the time periods stated unless waived or deferred in writing by Buyer.

~~3.1—Assembly. Not later than sixty (60) days after the Effective Date, the Seller shall have acquired ownership in fee simple title to the entirety of the Property, excepting only the portion of the Property consisting of the residence having the street address of 2305 E. Court, Enid, Oklahoma (the "Residence"). The date when the Seller has fully satisfied this condition precedent shall be the "Assembly Date".~~

~~3.2—Re-Platting. The Seller, at Seller's expense and to Buyer's satisfaction, within one hundred eighty (180) days after the Assembly Date shall cause (1) the existing plat and all rights of way, public ways, streets and roads, public and private easements, covenants and restrictions, and set back requirements covering, within, or affecting the Property to be permanently closed and vacated, (2) the Property to be replatted and re-zoned consistent with and to permit the C-3 uses contemplated by the Development Plan and this Agreement and (3) easements, covenants and restrictions running with the land, in form and substance acceptable to and approved by the Buyer in writing and consistent with the Development Plan, to be imposed and recorded providing for (a) ingress, egress, and access as shown on the Development Plan, (b) utility and maintenance rights of way and easements consistent with the Development Plan, (c) the future owner(s) of the Property to share expenses of maintaining and repairing common areas, drives and landscaping on the Property, on a pro rata basis according to square footage under ownership and (d) Buyer retaining all decision rights concerning maintaining and repairing common areas, drives, landscaping and similar. To satisfy this condition precedent, Seller (i) need not close or vacate any public way, alley or utility easement that provides access to or means of supplying utilities to the Residence but (ii) shall be responsible for, among other things, (1) commencing and completing all necessary judicial actions, providing notices as required by law and obtaining final, non-appealable judicial orders; (2) obtaining all necessary governmental approvals and authorizations including without limitation approvals from the city engineer, design review board and applicable zoning commission and ordinances and resolutions from the Enid City Council and (3) filing and recording necessary items with the City of Enid and county authorities. The date when the Seller has fully satisfied this condition precedent shall be the "Re-Plat Date".~~

3.3.1 Title.

~~3.3.1.1~~ Title Commitment. Not later than ~~twenty (20) days after the Re-Plat Date~~ April 22, 2019, Seller will cause the Title Agent to deliver to Buyer and Seller a commitment (the "**Title Commitment**") for an ALTA owner's policy of title insurance to be issued by the Title Agent, as agent for a title insurance company selected by the Buyer (the "**Title Insurer**"), covering the Property, including the dominant estate in any Appurtenances,

and naming Buyer as the insured, stating the Purchase Price as the policy amount (the “**Title Policy**”), together with such endorsements as may be required by Buyer. Seller shall also request the Title Agent to deliver to Buyer and Seller concurrently with the Title Commitment copies of all recorded documents that are the basis of a requirement or proposed exception to coverage in the Title Commitment.

~~3.3.23.1.2~~ Survey. Not later than ~~thirty (30) days after the Re-Plat Date~~ May 10, 2019, Seller shall deliver to Buyer a Survey of the Land certified to Buyer and meeting the current ALTA/NSPS standards (the “**Survey**”). The Survey shall be dated after the Effective Date and be certified to the Buyer and any lender the Buyer designates and shall be obtained at Seller’s sole expense.

~~3.3.33.1.3~~ Review. ~~Notwithstanding any expiration of the Due Diligence Period (defined below)~~, Buyer shall have until ~~ten (10)~~ five (5) days after the delivery of the items required in Sections ~~3.31.1~~ and ~~3.31.2~~, to notify Seller in writing of any objections Buyer has to any matters appearing or referred to in the Title Commitment or Survey. Any exceptions or other matters in the Title Commitment or Survey to which Buyer does not object in writing shall be deemed to be permitted exceptions to Seller’s title (the “**Permitted Exceptions**”). Any condition of title with respect to the Residence shall be a Permitted Exception. With regard to items to which Buyer does so object, Seller shall have until Closing within which to cure such objections. Notwithstanding the foregoing, Seller shall be obligated to discharge all monetary encumbrances against the Property excepting monetary encumbrances on the Residence. If Seller is unable or unwilling to cure such objections (other than monetary encumbrances as required above), Seller shall so notify Buyer in writing no later than ten (10) days after Seller’s receipt of Buyer’s objections. If Seller does not notify Buyer of Seller’s inability or unwillingness to cure Buyer’s objections within such ten-day period, Seller shall be deemed to have elected to cure such objections. If Seller declines to cure Buyer’s objections or if Seller elects to cure such objections and fails to do so, Buyer, at its option, and as its exclusive remedy, may (a) waive its objections and purchase the Property without reduction of the Purchase Price, or (b) terminate this Agreement in which case Buyer will be entitled to promptly receive a return of the entire amount of the Earnest Money Deposit along with interest accrued thereon, less Title Agent’s reasonable charges not to exceed \$1,000.00. If Buyer so terminates this Agreement, then notwithstanding anything herein to the contrary, the Buyer and Seller agree that the Earnest Money Deposit shall be promptly refunded to Buyer and that the Due Diligence Information, as hereinafter defined, shall be returned to Seller, and neither party shall have any further obligations hereunder, except as otherwise specifically provided in this Agreement.

~~3.4.3.2~~ Due Diligence. ~~[intentionally omitted]~~

~~3.4.1—Due Diligence Information. Not later than ten (10) days after the Assembly Date (the “Delivery Deadline”), Seller shall deliver to Buyer, at Seller’s expense, all such other information and documentation as Buyer may reasonably request in writing and as may be reasonably available to Seller concerning the Property, its construction, repair, maintenance, use and operation (herein “Due Diligence Information”).~~

~~Buyer acknowledges that the Due Diligence Information is confidential and shall not be distributed or disclosed by Buyer to any person or entity not associated with Buyer. If the Transaction fails to close for any reason whatsoever, Buyer shall return to Seller all Due Diligence Information which is in written form which Seller has delivered to Buyer.~~

~~3.4.2 Property Inspection; Due Diligence. As used herein the term “**Due Diligence Period**” will mean the period beginning on the Delivery Deadline and continuing for ninety days (90) days thereafter, exclusive of the day constituting the Delivery Deadline, provided that such Due Diligence Period will be extended by the number of days after the Delivery Deadline that it takes Seller to provide all of the Due Diligence Information to Buyer, if any. The Due Diligence Period will also be extended by the number of days after the Delivery Deadline required to satisfy the conditions precedent described in Section 3.4.1. After the Effective Date, Buyer and Buyer’s authorized agents and representatives will be entitled to review the Due Diligence Information and enter the Property at all reasonable times to conduct appraisals, inspections, tests, reviews, studies and other investigations as Buyer deems necessary, including but not limited to tests and studies to determine, among other things, the presence of asbestos, radon, lead paint or other hazardous waste or substances, and the general state of the Property. Buyer shall be responsible for any and all costs associated with such inspections and studies. Buyer shall make such inspections of the Property, market conditions, applicability of laws, ordinances, regulations, and any other matters pertaining to the Property and the Transaction as Buyer deems necessary. Buyer shall have the right to terminate this Agreement for any reason whatsoever including without limitation because of environmental, economic or title conditions, or for no reason at all by giving Seller and the Title Agent written notice of such election on or before the date that is one (1) business day after the end of the Due Diligence Period. After such termination, (a) neither party shall have any further rights or obligations hereunder and (b) Title Agent will return the Earnest Money Deposit to Buyer, along with interest accrued thereon, less Title Agent’s reasonable charges not to exceed \$1,000.00.~~

~~3.5 Contract for Sale of Restaurant Tract. Buyer’s and Seller’s obligations to close will be conditioned on Buyer closing a that certain Purchase and Sale Agreement by and between Buyer and DAR Restaurant Group, LLC, an Arkansas limited liability company, for the sale to a third party, for a net sales price paid to Buyer of not less than \$700,000 in cash, of that approximately two (2.00) acre portion of the Property identified on the Development Plan as including the “Restaurant dated March 5, 2019 attached as Exhibit “A-1” hereto (the “Development Plan”) as the “Colton’s Steak House and Grill” and more particularly described on Exhibit “B” hereto (the “**Restaurant Tract**”) which sale shall close simultaneously with Buyer’s closing on his acquisition of the Property. The third party purchaser shall be contractually obligated to the City of Enid to construct on the Restaurant Tract a steakhouse restaurant (or other on premises dining restaurant of similar quality) and associated parking improvements and commence operations within twenty four (24) months after Closing. Buyer shall have no obligation to enforce the third party purchaser’s construction or operating obligations.~~

~~3.6.3.3 Signage. With respect to the billboard on the Property which is covered by a lease in favor of Fairway, Seller will use reasonable efforts before Closing to~~

~~purchase the lease or obtain an unconditional release of the lease and, at closing, Seller will transfer rights to Buyer the billboard lease (or transfer the Property free and clear of such lease) and Buyer will reimburse Seller for its actual out-of-pocket expenses incurred to acquire or obtain a release of the billboard lease not to exceed \$40,000.00, plus a two percent (2%) as a fee. Additionally, the Seller agrees that after Closing and continuing for five (5) years, Buyer shall have the right to remove the existing billboard and erect a new billboard of the same size or smaller anywhere on the Property, subject to set back requirements, which, at Buyer's option, may be a digital billboard. As a condition precedent to Closing, Seller will provide Buyer such written assurances, permits and authorizations as Buyer may reasonably require concerning Buyer's rights to remove the existing billboard and erect and maintain a new billboard for a gross sales price paid to Buyer of not less than \$700,000.00 in cash, being in full force and effect and not having been terminated, revoked, rescinded, repudiated or materially changed for any reason without Buyer's written consent.~~

4. Representations, Warranties, and Covenants of the Parties.

4.1 Seller's Representations, Warranties and Covenants. Seller represents, warrants, and covenants to Buyer as set forth below:

4.1.1 Authority. Seller has full power and authority to execute and deliver this Agreement and carry out its obligations hereunder.

4.1.2 Title. Before Closing, Seller will be the sole owner of the marketable fee simple title to the Property, excepting only the Residence.

4.1.3 Consents. No consent, approval, or authorization from any governmental authority or other third party is required to be obtained by Seller in connection with the execution, delivery, and performance by Seller of this Agreement.

4.1.4 Notices of Violation of Laws. Seller has not received a written notice or written report from any governmental authority alleging that the Property, or the use or operation thereof, is not in compliance with any applicable municipal or other governmental laws, ordinances, regulations, codes, licenses, permits, or authorizations.

4.1.5 Litigation. There are no pending, or to the best of Seller's knowledge, threatened, judicial, municipal or administrative proceedings (including bankruptcy proceedings) affecting the Property or in which Seller is or will be a party by reason of Seller's ownership or operation of the Property or any portion thereof that are not fully covered by insurance maintained by Seller or a third party, including without limitation any litigation challenging or seeking to overturn or avoid the closing or vacating of plats, easements, covenants, restrictions, rights of way or public ways on the Property.

4.1.6 Condemnation. There are no condemnation proceedings or offers relating to a conveyance in lieu of condemnation or similar proceedings pending, or to the knowledge of Seller, threatened, with respect to the Property.

4.1.7 Effect of Agreement. Neither the execution of this Agreement nor the consummation of the Transaction contemplated hereby will (a) result in a breach of, default under, or acceleration of, any agreement to which Seller is a party or by which Seller or the Property is bound; or (b) violate any restriction, court order, agreement or other legal obligation to which Seller and/or the Property is subject.

4.1.8 Due Diligence Information. To the best of Seller's knowledge, all ~~Due Diligence Information~~information that has been or will be furnished by Seller to Buyer concerning the Property is or will be true, complete and accurate in all material respects on the date(s) of delivery thereof.

4.1.9 Hazardous Substances. For purposes of this Agreement, "Hazardous Substances" shall mean and include any solid, liquid, gaseous or thermal irritant or contaminant, such as smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste, petroleum products, asbestos, radon or lead paint (including materials to be recycled, reconditioned or reclaimed) and any pollution or other toxic or hazardous substances as defined or listed under any of the following:

Any applicable federal, state, or local statutes, laws, ordinances, codes, rules, regulations, orders, or decrees including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 et seq., the Federal Hazardous Materials Transportation Act, the Federal Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq., the Federal Toxic Substances Control Act, as amended, 15 U.S.C. § 2601 et seq., the Federal Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq., the National Environmental Policy Act, as amended, 42 U.S.C. §§ 4321 et seq., the Rivers and Harbors Act of 1899, as amended, 33 U.S.C. §§ 401 et seq., or any rules and regulations of the EPA, the applicable state statutes or regulations of the State of Oklahoma that relate to protection of the environment, any other Oklahoma state statutes or regulations that relate to the protection of the environment, any municipal ordinances, rules or regulations or any statutes or regulations of any other agency or governmental authority or entity having jurisdiction over the Project that relate to protection of the environment (collectively the "Environmental Laws").

Seller warrants, represents and agrees that:

- (a) No Hazardous Substances have been discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape (collectively referred to as the "incident") on or about the Property in violation of Environmental Laws.

- (b) No investigation, administrative order, consent order and agreement, litigation or settlement with respect to Hazardous Substances is proposed, or to Seller's knowledge, threatened, anticipated or in existence with respect to the Property.

4.1.10 Stand Still. From the Effective Date until the earlier of (a) the termination of this Agreement, or (b) the failure of the parties to close the transaction contemplated by this Agreement on the Closing Date, Seller will not allow any inspections of the Property by a potential purchaser, initiate or carry on negotiations for the sale of the Property or any portion thereof, or enter into a contract to sell the Property or any portion thereof.

4.2 Representations, Warranties and Covenants of Buyer. Buyer represents, warrants, and covenants to Seller that:

4.2.1 Authority. Buyer has full power and authority to execute and deliver this Agreement and carry out its obligations hereunder.

4.2.2 Consents. No consent, approval, or authorization from any governmental authority or third party is required to be obtained by Buyer in connection with the execution, delivery, and performance by Buyer of this Agreement.

4.2.3 Effect of Agreement. Neither the execution of this Agreement nor consummation of the transactions contemplated hereby will (a) result in a breach of, default under or acceleration of any agreement to which Buyer is a party or by which Buyer is bound, or (b) violate any restriction, court order, agreement or other legal obligation to which Buyer is subject.

5. Closing. The consummation of the Transaction (the "Closing") shall be accomplished as set forth below.

5.1 Closing Place and Date. The Closing shall take place at the offices of the Title Agent at a time and on a date acceptable to Buyer and Seller which is not later than ~~the later of (1) 180 days after the Assembly Date and (2) sixty (60) days after the Re-Plat Date~~ May 24, 2019, unless extended in writing by the parties (the "Closing Date").

5.2 Seller's Deliveries. At the Closing Seller shall deliver or cause to be delivered to Buyer and/or the Title Agent, as applicable, the following, each fully executed, attested, sworn to and acknowledged (where appropriate):

5.2.1 General Warranty Deed. A General Warranty Deed in form and substance satisfactory to the parties (the "Deed") conveying to Buyer the Property, subject only to the Permitted Exceptions.

~~5.2.2 Re-Plat and Restrictive Covenants. The recorded re-plat of the Property and new restrictive covenants, executed, certified and bearing approvals as necessary for valid and effective recording and implementation.~~

~~5.2.3 Assignment of Billboard Lease. An assignment of the lease for the billboard on the Property, if obtained from the current lessee.~~

~~5.2.45.2.2~~ FIRPTA Affidavit. An affidavit in form and substance satisfactory to Buyer stating that Seller is not a “foreign person” as defined in Section 1445 of the Internal Revenue Code and implementing regulations.

~~5.2.55.2.3~~ Proof of Authority. Such evidence as to the authority of Seller to enter into this Agreement and to discharge the obligations of Seller pursuant hereto as Buyer or the Title Agent shall reasonably require.

~~5.2.6 Due Diligence Information. Seller shall deliver to Buyer originals of all Due Diligence Information in Seller’s possession.~~

~~5.2.75.2.4~~ Marked Title Commitment. An original of the Title Commitment, marked and executed by the Title Agent on behalf of the Title Insurer, unconditionally obligating the Title Insurer to deliver to Buyer the Title Policy insuring Buyer as the owner of the marketable fee simple title to the Property and the holder of the dominant estate in and to the Appurtenances, subject only to the Permitted Exceptions.

~~5.2.85.2.5~~ Proration Amounts. Such payments to Buyer (or credits against the Purchase Price) as may be required to effect the prorations required by this Agreement.

~~5.2.95.2.6~~ Additional Documents. Such additional documents, including lien and possession affidavits, as may be reasonably requested by Buyer or the Title Agent to consummate the Transaction.

5.3 Buyer’s Deliveries. At the Closing, Buyer shall deliver or cause to be delivered to Seller the following, each fully executed, attested, sealed, sworn to and acknowledged (where appropriate):

5.3.1 Purchase Price. The Purchase Price, subject to adjustments and prorations as provided in this Agreement, in immediately available United States funds.

5.3.2 Proof of Authority. Such evidence as to the authority of Buyer to enter into this Agreement and to discharge the obligations of Buyer pursuant hereto as Seller or the Title Agent shall reasonably require.

5.3.3 Additional Documents. Such additional documents as may be reasonably requested by Seller or the Title Agent to consummate the Transaction.

5.4 Possession. Possession of the Property will be given to Buyer on the Closing Date, free from any claims of any persons asserting a right to possession or an interest in the Property, excepting only possession of the Residence.

5.5 Prorations. The income and expenses of the Property will be prorated as of the Closing Date and the Purchase Price will be adjusted on the following basis:

5.5.1 Taxes, Operating Expenses, Utilities. All personal property and real estate taxes, charges and assessments affecting the Property ("**Taxes**") shall be prorated on a per diem basis as of the Closing Date. If any Taxes have not been finally assessed as of the Closing date for the current fiscal year of the taxing authority, then the same shall be adjusted at Closing based upon the most recently issued bills therefor, and shall be re-adjusted when final bills are issued after the Closing Date. Sewer, water, electric, gas, telephone, cable, and all other utility and fuel charges, shall be handled to the extent possible by meter readings on or prior to the Closing Date, with a final bill to the Seller. The Seller and the Buyer shall make necessary arrangements for discontinuance and commencement of all utility services as of the Closing Date. All unapplied utility deposits of the Seller shall be returned to the Seller. If any other operating expenses cannot conclusively be determined as of the Closing Date, then the same shall be prorated at Closing based upon the most recently issued bills therefor, and shall be re-adjusted as soon as practicable after the Closing Date. Payments in connection with the final adjustments shall be due within fifteen (15) days after receipt of written notice.

5.5.2 Method of Proration; Post-Closing Adjustments. If the apportionments provided for in this Agreement result in a credit balance to the Buyer, such sum shall be applied against the Purchase Price at the Closing. In the event the apportionments result in a credit balance to the Seller, such credit balance shall be added to the Purchase Price payable at Closing. For purposes of computing all prorations required under this Agreement, the Closing Date shall be included within the period of the Buyer's ownership. To the extent any prorations required by this Agreement cannot be adjusted as of the Closing Date because they are not fully or finally ascertainable, they shall be prorated and adjusted at the Closing to the extent reasonably possible and based upon the most recent information with respect to the item to be prorated. Any final prorations and adjustments will be made as soon after the Closing Date as the undetermined amounts are ascertained. The provisions of the foregoing sentence shall survive the Closing.

5.6 Transaction Costs. The costs associated with the Transaction shall be paid as follows:

5.6.1 Seller's Costs. Seller shall pay the following costs of the ~~transaction~~Transaction: (a) the cost to cure any title objections Seller elects or is required to cure, (b) the premium for the owner's title insurance policy and fees for the title insurance commitment, (c) all fees associated with the survey of the Property, (d) one-half of the Title Agent's escrow closing fee, (e) all transfer taxes, documentary stamp taxes, recording fees and similar costs or fees, (f) Seller's attorneys' fees and expenses and (g) any other costs of Seller specified elsewhere in this Agreement.

5.6.2 Buyer's Costs. Buyer shall pay the following costs of the Transaction: (a) the cost of all of Buyer's inspections, evaluations, approvals, and other due diligence investigations, (b) the premiums of any lender's title insurance policies, (c) one-half of the Title Agent's escrow closing fee, (d) any fees attributable to any financing of Buyer (including any mortgage tax), (e) Buyer's attorneys' fees and expenses and (g) any other costs of Buyer specified elsewhere in this Agreement. In addition to the foregoing, Buyer will pay the entire cost of any title insurance endorsements required by the Buyer.

5.6.3 Other Costs. Any costs of the Transaction or Closing not specifically allocated above or elsewhere in this Agreement shall be shared equally by Buyer and Seller.

5.6.4 Costs in the Event of a Termination. If Buyer terminates the transaction pursuant to its rights hereunder, the parties shall bear the costs incurred to the date of the termination as provided above.

6. Post-Closing Obligations.

6.1 Seller's Post-Closing Obligations. The Seller, after Closing, shall construct at Seller's expense medians on Cleveland Street and Garriott Road of design similar to existing medians, with construction to be completed not later than six (6) months after Closing, allowing for reasonable extensions of time because of delays caused by events of force majeure; provided, however, Seller shall not construct any median that restricts vehicular left-turn access to either entrance to the Property from west-bound traffic on Garriott Road. At Seller's written request, Buyer will provide an estimate of the expense for Buyer to construct the medians.

6.2 Buyer's Post-Closing Obligations.

6.2.1 The Buyer, at Seller's expense, after Closing shall cause (1) the existing plat and all rights of way, public ways, streets and roads, public and private easements, covenants and restrictions, and set back requirements covering, within, or affecting the Property to be permanently closed and vacated, (2) the Property to be replatted and re-zoned consistent with and to permit the C-3 uses contemplated by the Development Plan and this Agreement and (3) easements, covenants and restrictions running with the land, in form and substance acceptable to and approved by the Buyer in writing and consistent with the Development Plan, to be imposed and recorded providing for (a) ingress, egress, and access as shown on the Development Plan, (b) utility and maintenance rights of way and easements consistent with the Development Plan, (c) the future owner(s) of the Property to share expenses of maintaining and repairing common areas, drives and landscaping on the Property, on a pro rata basis according to square footage under ownership and (d) Buyer retaining all decision rights concerning maintaining and repairing common areas, drives, landscaping and similar. To satisfy this obligation, Buyer (i) need not close or vacate any public way, alley or utility easement that provides access to or means of supplying utilities to the Residence but (ii) shall be responsible for, among other things, (1) commencing and completing all necessary judicial actions, providing notices as required by law and obtaining final, non-appealable judicial orders; (2) obtaining all necessary governmental approvals and authorizations including without limitation

approvals from the city engineer, design review board and applicable zoning commission and ordinances and resolutions from the Enid City Council and (3) filing and recording necessary items with the City of Enid and county authorities. Seller will promptly upon request reimburse Buyer for all expenses Buyer incurs (or incurred before the Effective Date) in connection with the obligations set forth in this Section 6.2.1 including without limitation, court costs, filing fees, attorney's fees and fees of third party engineering firms and consultants; provided, however, the reimbursement for attorney's fees shall not exceed \$50,000.00.

6.2.16.2.2 Buyer, after Closing, at Buyer's expense shall (1) clear the Property of existing structures, streets, drives and trees, including demolition of existing improvements, to prepare the Property for re-development, (2) construct driveways of approximately 33 feet in width entering the Property on the north and west sides as shown on the Development Plan which shall be made available for access to the employees, patrons and guests of any business which may operate on the Property, (3) construct a new water line as shown on the Development Plan and (4) construct a new sewer line as shown on the Development Plan. Purchaser shall have no obligation to construct, cause or pay for the construction of any other improvement shown on the Development Plan including without limitation any building, infrastructure, extension of utilities, grading, landscaping, street, drive or parking area except as expressly described immediately above with respect to preparing the Property for re-development. Buyer shall satisfy his post-Closing obligations set forth in this Section 6.2.12 of the Agreement within one (1) year after Closing, allowing for reasonable extensions of time because of delays caused by events of force majeure. Buyer shall have no obligation to keep or provide Seller with records or account to Seller in any regard concerning the expenses incurred to accomplish the Buyer's post-closing obligations set forth under Sections 6.2.1 and 6.2.2 of this Agreement or the value of the Buyer's services provided after Closing.

6.2.3 To the extent any utility demands compensation for expenses associated with relocating lines, cable or similar within the Property, the Seller shall use its powers as a municipality to require relocation and/or pay such expenses directly to the utility. The Seller acknowledges AT&T seeks \$30,000.00 for relocating fiber optic cable buried on the Property.

6.2.26.2.4 If the Seller delivers a written request to Buyer within thirty-six (36) months after Closing, Buyer shall donate to Seller that approximately 7.40 acre parcel in the southeast corner of the Property identified on the Development Plan as including the "Cinema" as more particularly described on Exhibit "C" hereto (the "**Cinema Tract**"), together with all improvements thereon including those improvements made after Closing, if any; provided, however, (1) the donation will be for a public purpose which may include economic development, (2) the donation will be accomplished by quitclaimspecial warranty deed free from any expense to the Seller and free of liens, claims and encumbrances made by, through or under BuyerSeller, but without representation or warranty of any kind, (3) the Cinema Tract shall remain subject to the new plat, easements, covenants and restrictions imposed in satisfaction of Section 36.2.1 of this Agreement, and (4) the donation shall occur at a time of Buyer's choosing but not later than ninety (90) days after the Seller's written request is delivered to Buyer. Seller agrees to reimburse Buyer's attorney's fees incurred with respect to services

Buyer's attorneys perform on any agreement between The Enid Economic Development Authority and a potential owner of the Cinema Tract, including attorney's fees incurred before the Effective Date; provided, however, the reimbursement shall not exceed \$50,000.00.

7. Drainage, Storm Water & Utilities. Buyer shall not be obligated for (1) downstream or off-site storm water improvements that may be desirable, necessary or required by virtue of the development, clearing or construction of improvements on the Property, excepting Buyer's construction of a convenience store on the northwest corner of the Property and (2) charges from utilities (OG&E, ONG, AT&T and Suddenlink) in connection with the development of the Property including without limitation expenses associated with extending or re-locating lines, cable and similar.

8. Signage. With respect to the billboard on the Property which is covered by a lease in favor of Fairway and subject to Fairway's rights, after Closing Buyer shall have the right to (i) move the existing billboard to a new location on the Property, subject to set back requirements, or (ii) remove the existing billboard and erect a new billboard of the same size or smaller anywhere on the Property, subject to set back requirements, which, at Buyer's option, may be a digital billboard; provided such relocation of the existing billboard or the erection of the new billboard, if any, shall be accomplished no later than five (5) years after Closing. As a condition precedent to Closing, Seller will provide Buyer such further written assurances, permits and authorizations as Buyer may reasonably require concerning Buyer's rights to move or remove the existing billboard and erect and maintain a new billboard.

8.9. Brokerage Commissions. Buyer hereby represents and warrants to Seller that Buyer has not incurred, and shall not have incurred as of the Closing Date, any liability for the payment of any brokerage fee or commission in connection with the transaction contemplated in this Agreement. Seller hereby represents and warrants to Buyer that Seller has not incurred, and shall not have incurred as of the Closing Date, any liability for the payment of any brokerage fee or commission in connection with the transaction contemplated in this Agreement.

9.10. Risk of Loss. Through and including the Closing Date, risk of loss to the Property, ordinary wear and tear excepted, will be on the Seller. After the Closing Date, risk of loss to the Property will be on the Buyer.

10.11. Default. If Seller defaults under this Agreement, or if Seller wrongfully refuses to close the sale of the Property under the terms of this Agreement, Buyer shall be entitled to receive the Earnest Money from the Title Agent and to exercise all remedies available under Oklahoma law, at law or in equity, including, without limitation, the right to seek specific performance and injunctive relief (prohibitive or mandatory). If Buyer defaults hereunder or if Buyer wrongfully refuses to close the purchase of the Property under the terms of this Agreement, Seller shall be entitled, as its sole remedy, to direct the Title Agent to pay the Earnest Money Deposit to Seller, which Seller shall be entitled to retain in full satisfaction of any liability of Buyer hereunder.

11.12. Miscellaneous. It is further understood and agreed as follows:

11.12.1 Liabilities. Buyer shall not, by the execution or performance of this Agreement or any instrument or agreement pursuant hereto, assume, become responsible for or incur any liability or obligation, of any nature, of Seller.

11.212.2 Survival. The portions of this Agreement which expressly impose obligations and duties upon the parties ~~or grant rights and privileges to the parties~~ after Closing, including without limitation, Sections ~~3.6, 6.1, 6.2 and~~ 7 ~~and 8~~ of this Agreement, shall survive Closing and shall remain binding upon the parties after the Closing without any further act, notice, approval or other matter whatsoever.

11.312.3 Severability. If any provision of this Agreement shall be held to be void or unenforceable for any reason, the remaining terms and provisions hereof shall not be affected thereby.

11.412.4 Time. Time is of the essence of each of the provisions of this Agreement.

11.512.5 Binding Effect; Assignment. The provisions of this Agreement shall inure to the benefit of and bind the legal representatives, successors, and assigns of the parties hereto, and the Buyer will be entitled to assign this Agreement to an entity controlled by or under common control with Buyer.

11.612.6 Section Headings; Construction. Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation hereof. As used herein, the plural shall include the singular and vice versa and the neuter shall include the masculine and the feminine, and vice versa, as applicable. Seller and Buyer acknowledge and stipulate that they and their respective legal counsel have reviewed and revised the form of this Agreement prior to its execution. The parties agree that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party) or party creating the ambiguity shall not be employed in the interpretation of this Agreement.

11.712.7 Amendment and Waiver. This Agreement may be amended at any time in all respects, but only by an instrument in writing executed by Seller and Buyer. A copy of any such amendment shall be sent to the Title Agent. Either Buyer or Seller may waive any requirement to be performed by the other, provided that said waiver shall be in writing and executed by the party waiving the requirement.

11.812.8 Integrated Agreement. This Agreement, together with the Exhibit(s) hereto, constitutes the entire agreement between Buyer and Seller relating to the sale and purchase of the Property, and there are no agreements, understandings, restrictions, warranties or representations with respect to the Property between Buyer and Seller other than those set forth herein ~~and in the documents executed pursuant hereto~~.

11.912.9 Choice of Law. It is the intention of Seller and Buyer that the laws of Oklahoma shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and obligations of Buyer and Seller hereunder.

11.1012.10 Execution; Counterparts. This Agreement shall not be deemed fully executed and binding on the parties unless and until Buyer and Seller have each executed

this Agreement or separate counterparts and delivered a copy of its signed counterpart to the other party. When exchanged as provided herein, facsimile signatures of the parties on counterparts of this Agreement will be binding as if such signatures were originals. The Title Agent's execution of this Agreement shall not be required for full execution of this Agreement but shall merely evidence the Title Agent's acceptance of its obligations hereunder.

~~11.11~~12.11 Signer is Authorized. Each individual (a "**Signer**") who has executed this Agreement in a representative capacity on behalf of a party hereto (the "**Executing Party**") warrants to the other party that this Agreement has been duly authorized, executed and delivered by the Signer on behalf of the Executing Party. Each Signer agrees to indemnify and hold the other party harmless from and against any loss, damage, cost or expense incurred by the other party in the event the foregoing representation by the Signer is incorrect.

12.12 Replacement of Original PSA. This Agreement amends and replaces in the entirety the Original PSA, which shall have no further force nor effect.

~~11.12~~12.13 Title Agent. Buyer and Seller agree that the Title Agent shall not incur any liability to Buyer or Seller, nor shall the Title Agent incur any expense or suffer any damage for any act or omission of the Title Agent so long as the Title Agent has acted, or refrained from acting, in good faith in carrying out its responsibilities under this Agreement. In the event of any ambiguity in the Title Agent's obligations hereunder (as determined in the good faith judgment of the Title Agent) or in the event of any disagreement or controversy arising out of this Agreement from any cause, the Title Agent, at its option, may hold the Earnest Money Deposit until the ambiguity, disagreement, or controversy has been settled to the Title Agent's satisfaction or may interplead the Earnest Money Deposit into court.

IN WITNESS WHEREOF, the parties have executed this Agreement on the separate signature pages attached as a part hereof.

[The remainder of this page is intentionally blank.]

SIGNATURE PAGE TO PURCHASE AND SALE AGREEMENT

**THE CITY OF ENID, OKLAHOMA an
Oklahoma municipal corporation**

By: _____
Bill Shewey, _____, Mayor

[seal]

_____,
CITY CLERK

(the "**Seller**")

Date of Seller's execution: _____, 2019

KYLE WILLIAMS
ANCHORED CAPITAL 3 INVESTMENTS,
LLC, an Oklahoma limited liability company

Kyle Williams, Manager

(the "**Buyer**")

Date of Buyer's execution: _____, 2019

RECEIPT AND AGREEMENT BY TITLE AGENT

The Title Agent hereby acknowledges receipt of the Earnest Money Deposit and agrees to hold and apply the same in accordance with the terms of the foregoing Agreement.

"Title Agent": _____

By: _____

Name: _____

Title: _____

EXHIBIT “A”

The Land

[Legal Description to be supplied by title company.]

EXHIBIT “A-1”

The Development Plan

EXHIBIT “B”

Restaurant Tract

[Legal Description to be supplied by title company.]

EXHIBIT “C”

Cinema Tract

[Legal Description to be supplied by title company.]

City Commission Meeting

8.14.

Meeting Date: 05/06/2019

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$1,868,995.38.

Attachments

Claimslist

JP Morgan

PURCHASE ORDER CLAIMS LIST

5/6/2019

FUND 10 DEPT 000 - N.A.

01-03620	MATOUSEK VETERINARY CLINIC	PO0155306	REIMB/SPAY/NEUTER	\$242.00
01-03661	RK BLACK, INC.	PO0155141	MONTHLY SERVICE 1/19-3/19	\$289.56
01-04656	CENTERPOINT ENERGY SERVICES, INC.	PO0155281	MONTHLY SERVICE 3/19	\$2,599.89
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0155143	MONTHLY SERVICE 3/19	\$181.19
01-04687	EARNHEART OIL, INC.	PO0155221	UNLEADED/ST	\$16,783.65
01-05041	ENID PET HOSPITAL	PO0155212	REIMB/SPAY/NEUTER	\$277.00
01-05527	LATAK, MIRIAM	PO0155083	REFUND/PARK SHELTER	\$25.00
01-06038	SEMRAD, SHERRYL	PO0155077	REFUND/ADOPTION FEES	\$119.00
01-08123	HOLDINGS FOOD STORE, INC.	PO0155123	DIESEL/ST	\$16,258.40
01-13089	MERRIFIELD OFFICE SUPPLY	PO0155142	TISSUE/FILE POCKETS/PAPER/ST	\$111.09
01-15125	OK GAS & ELECTRIC	PO0155140	MONTHLY SERVICE 4/19	\$2,062.64
01-15125	OK GAS & ELECTRIC	PO0155282	MONTHLY SERVICE 3/19	\$28,774.38
01-15127	OK NATURAL GAS	PO0155144	MONTHLY SERVICE 3/19	\$627.77
01-15127	OK NATURAL GAS	PO0155280	MONTHLY SERVICE 3/19	\$4,779.93
01-19047	AT & T	PO0155286	MONTHLY SERVICE 4/19	\$3,277.08
01-19047	AT & T	PO0155287	MONTHLY SERVICE 4/19	\$1,603.24
01-30420	OLSON ANIMAL HOSPITAL, INC.	PO0155211	REIMB/SPAY/NEUTER	\$460.00
01-53300	ANIMAL CARE OF ENID, INC.	PO0155226	REIMB/SPAY/NEUTER	\$120.00
01-67250	FRIENDS OF THE LIBRARY	PO0155063	1ST QTR DISBURSEMENT	\$407.10
N.A. TOTAL				\$78,998.92

FUND 10 DEPT 100 - ADM. SERVICES

01-01783	JP MORGAN CHASE	PO0155243	CHASE PAYMENT	\$2,672.26
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0155101	WAREHOUSE PARTS 3/19	\$128.25
01-05114	HRT SERVICE COMPANY, LLC.	PO0155006	MOW/#1 WOODLANDS	\$75.00
01-05796	ELLIOTT & ASSOCIATES ARCHITECTS	PO0152387	MASTER PLAN CONCEPT	\$15,000.00
01-06045	STRIDE BANK CENTER	PO0155209	WE WILL ROCK YOU TICKETS (20)	\$500.00
01-15006	OK GLASS & WALLPAPER	PO0155309	SLIDING DOOR REPAIR	\$150.00
01-16145	PETTY CASH	PO0155289	REIMB/ATTORNEY GENERAL/KAW LAKE/J GILBERT	\$187.85
01-36830	MAIN STREET ENID, INC.	PO0155064	STATE AWARDS BANQUET TICKETS (2)	\$90.00
ADM. SERVICES TOTAL				\$18,803.36

FUND 10 DEPT 110 - HUMAN RESOURCES

01-01783	JP MORGAN CHASE	PO0155243	CHASE PAYMENT	\$955.98
01-02196	VALIR OUTPATIENT CLINICS (HR)	PO0155011	PHYSICALS (4)	\$600.00
01-03053	NORTHWEST SHREDDERS, LLC	PO0155012	SECURITY CONSOLE 4/19	\$20.00
01-03469	OKLA EMPLOYMENT SECURITY COMMISSION	PO0155155	1ST QTR UNEMPLOYMENT	\$3,987.38
01-04111	HOLMES MURPHY & ASSOCIATES, INC	PO0155153	BENEFIT CONSULTING 4/19-6/19	\$10,000.00
01-05019	EXENCIAL WEALTH ADVISORS, LLC	PO0155303	401K CONSULT FEE 3/19-6/19	\$9,079.85
01-18022	RUSCO PLASTICS	PO0155014	RETIREMENT PLAQUES (3)	\$98.85
HUMAN RESOURCES TOTAL				\$24,742.06

FUND 10 DEPT 120 - LEGAL SVCS.

01-01305	WORKERS COMPENSATION COURT	PO0155167	WC/FILING FEES	\$140.00
01-01783	JP MORGAN CHASE	PO0155243	CHASE PAYMENT	\$22.85
01-03053	NORTHWEST SHREDDERS, LLC	PO0155012	SECURITY CONSOLE 4/19	\$40.00
01-03701	TYLER TECHNOLOGIES, INC.	PO0155121	CITATION SUBSCRIPTION FEE 2/19	\$2,334.50
01-04618	ARENS, EDWARD C/O HALLEY, TALBOT	PO0155160	WC/MEDICAL	\$36.21
01-04703	WORKERS COMPENSATION RX SOLUTION	PO0155202	WC/MEDICAL	\$541.42
01-05410	EIFFEL MEDICAL, LLC	PO0155201	WC/MEDICAL	\$486.06
01-06044	SRPS, LLC.	PO0155203	WC/MEDICAL	\$626.85
01-06046	TENA COMEAU	PO0155288	REFUND/OVERPAYMENT	\$50.00
01-06047	JESSE LONG	PO0155290	REFUND/OVERPAYMENT	\$265.00
01-13089	MERRIFIELD OFFICE SUPPLY	PO0155142	FOLDERS	\$24.11
01-16145	PETTY CASH	PO0155289	REIMB/DRAWER SHORTAGE	\$50.00
01-16145	PETTY CASH	PO0155289	REIMB/TRAVEL/WC COURT/C STEIN	\$246.50
01-19194	OK TAX COMMISSION	PO0154979	1ST QTR MITF ASSESSMENT	\$6,355.94

01-19194	OK TAX COMMISSION	PO0155161	WC/AWARD TAXES	\$550.00
01-33380	OPFER, DAVID	PO0154980	WC/MEDICAL	\$317.36
01-33380	OPFER, DAVID	PO0155045	WC/MEDICAL	\$317.36
01-33380	OPFER, DAVID	PO0155159	WC/MEDICAL	\$317.36
LEGAL SVCS. TOTAL				\$12,721.52

FUND 10 DEPT 140 - SAFETY

01-01227	AUTRY VO-TECH CENTER	PO0155059	SAFETY TRAINING 3/19	\$120.00
01-01783	JP MORGAN CHASE	PO0155243	CHASE PAYMENT	\$104.14
01-05884	APS FIRECO	PO0155057	ANNUAL FIRE EXT INSPECTIONS (15)	\$608.00
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0155010	MEDICAL SCREENINGS (6)	\$155.00
01-67860	KIWANIS TRUST FUND, INC	PO0155085	1ST QTR DUES/L ANGUIANO	\$65.00
SAFETY TOTAL				\$1,052.14

FUND 10 DEPT 150 - PR/ETN/MARKETING

01-01783	JP MORGAN CHASE	PO0155243	CHASE PAYMENT	\$40.55
01-04116	DOWNTOWN THREADS	PO0155084	LOGO SHIRTS (3)	\$66.19
01-04116	DOWNTOWN THREADS	PO0155197	LOGO SHIRTS (3)	\$71.94
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0155146	COPIER USAGE 4/19	\$25.00
01-16004	PDQ PRINTING	PO0155068	INVITATIONS (100)	\$18.00
01-76740	WELLS, A J	PO0155232	REIMB/TRAVEL/NAB CONF	\$1,101.15
PR/ETN/MARKETING TOTAL				\$1,322.83

FUND 10 DEPT 200 - GENERAL GOVERNMENT

01-01783	JP MORGAN CHASE	PO0155243	CHASE PAYMENT	\$838.96
01-02180	ASSOCIATION OF DEFENSE COMMUNITIES	PO0155265	2019 ADC NATIONAL REGISTRATION FEE/G PANKONIN	\$695.00
01-02180	ASSOCIATION OF DEFENSE COMMUNITIES	PO0155265	2019 ADC DUES/G PANKONIN	\$450.00
01-05110	ENID NOON AMBUCS	PO0155164	2ND QTR DUES/MEALS/G PANKONIN	\$137.80
01-05145	ENID METRO AR HM SER COMM	PO0154240	LOCAL PROGRAM FUNDING 5/19	\$7,000.00
01-06037	PULLIAM, PATRICK	PO0155044	SETTLEMENT	\$1,250.00
01-36830	MAIN STREET ENID, INC.	PO0149577	LOCAL PROGRAM FUNDING 5/19	\$6,250.00
01-39700	GARFIELD CO. LEGAL NEWS	PO0155070	PUBLICATIONS	\$50.70
01-39700	GARFIELD CO. LEGAL NEWS	PO0155066	PUBLICATIONS	\$320.20
01-39700	GARFIELD CO. LEGAL NEWS	PO0155110	PUBLICATIONS	\$312.75
01-39700	GARFIELD CO. LEGAL NEWS	PO0155163	PUBLICATIONS	\$297.50
01-39700	GARFIELD CO. LEGAL NEWS	PO0155223	PUBLICATIONS	\$1,056.50
01-42400	AT & T	PO0155285	MONTHLY SERVICE 5/19	\$393.22
GENERAL GOVERNMENT TOTAL				\$19,052.63

FUND 10 DEPT 210 - ACCOUNTING

01-01783	JP MORGAN CHASE	PO0155243	CHASE PAYMENT	\$131.26
01-03053	NORTHWEST SHREDDERS, LLC	PO0155012	SECURITY CONSOLE 4/19	\$20.00
01-13089	MERRIFIELD OFFICE SUPPLY	PO0155142	BINDERS/TISSUE	\$75.48
01-80310	SOFTWARE HOUSE INTERNATIONAL, INC.	PO0155017	ANNUAL MICROSOFT OFFICE LICENSES (5)	\$1,820.00
ACCOUNTING TOTAL				\$2,046.74

FUND 10 DEPT 220 - RECORDS & RECEIPTS

01-03053	NORTHWEST SHREDDERS, LLC	PO0155012	SECURITY CONSOLE 4/19	\$40.00
01-03661	RK BLACK, INC.	PO0146695	DIGITIZING DOCUMENTS	\$2,375.00
01-13089	MERRIFIELD OFFICE SUPPLY	PO0155142	PAPER	\$51.18
01-16145	PETTY CASH	PO0155289	REIMB/DRAWER SHORTAGE	\$10.00
RECORDS & RECEIPTS TOTAL				\$2,476.18

FUND 10 DEPT 250 - INFORMATION TECHNOLOGY

01-01783	JP MORGAN CHASE	PO0155243	CHASE PAYMENT	\$904.05
01-02082	AT&T MOBILITY	PO0155284	MONTHLY SERVICE 5/19	\$752.84
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0155101	WAREHOUSE PARTS 3/19	\$156.66
01-05485	VERSONA SYSTEMS, LLC	PO0153964	ANNUAL BRIDGEWAVE WARRANTY RENEW	\$2,479.00
01-06036	INTELPATH	PO0155030	ANNUAL FCC LICENSE	\$650.00
01-80310	SOFTWARE HOUSE INTERNATIONAL, INC.	PO0154788	ANNUAL SERVER DATACENTER LICENSE	\$12,400.52
01-80310	SOFTWARE HOUSE INTERNATIONAL, INC.	PO0154791	ANNUAL NASPO SOFTWARE	\$4,817.28
			INFORMATION TECHNOLOGY TOTAL	\$22,160.35

FUND 10 DEPT 300 - COMMUNITY DEVELOPMENT

01-02615	JAMIE'S BARNSTORMERS	PO0155090	MEAL (15)/MAPC MTG	\$179.85
			COMMUNITY DEVELOPMENT TOTAL	\$179.85

FUND 10 DEPT 350 - CODE ENFORCEMENT

01-01783	JP MORGAN CHASE	PO0155243	CHASE PAYMENT	\$903.70
01-02598	BOEHM PLUMBING, INC	PO0154678	SEWERLINE REPAIR/1618 E CHEROKEE	\$2,970.00
01-03053	NORTHWEST SHREDDERS, LLC	PO0155012	SECURITY CONSOLE 4/19	\$20.00
01-04732	DEAL LAWN CARE	PO0155242	MOW/CLEAN/2217 N MONROE	\$60.00
01-04732	DEAL LAWN CARE	PO0155242	MOW/1006 N 11TH	\$120.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155006	MOW/1301 N 13TH	\$100.00
01-08022	HUGHES LUMBER CO., LLC	PO0155079	STAKES	\$45.57
01-08022	HUGHES LUMBER CO., LLC	PO0155218	STAKES	\$15.19
01-16145	PETTY CASH	PO0155289	REIMB/FILING FEES	\$47.00
01-49880	DELL MARKETING, LP	PO0154493	COMPUTERS (3)	\$2,680.02
			CODE ENFORCEMENT TOTAL	\$6,961.48

FUND 10 DEPT 400 - ENGINEERING

01-01783	JP MORGAN CHASE	PO0155243	CHASE PAYMENT	\$885.25
01-02515	ENID EYE OPTICAL, INC.	PO0155005	SAFETY GLASSES/J NORMAN	\$148.00
01-03053	NORTHWEST SHREDDERS, LLC	PO0155012	SECURITY CONSOLE 4/19	\$30.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0155101	WAREHOUSE PARTS 3/19	\$241.64
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0155143	MONTHLY SERVICE 3/19	\$29.04
01-16145	PETTY CASH	PO0155289	REIMB/TRAVEL/WATER CONFERENCE/C GDANSKI	\$113.68
			ENGINEERING TOTAL	\$1,447.61

FUND 10 DEPT 700 - PUBLIC WORKS MGMT

01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0155004	TV STAND TUBING	\$39.32
01-01338	J & P SUPPLY, INC.	PO0155184	TOWELS/TISSUE/CLEANER/SOAP	\$186.39
01-01783	JP MORGAN CHASE	PO0155243	CHASE PAYMENT	\$1,558.20
01-03022	CULLIGAN OF ENID	PO0155016	WATER COOLER RENTAL 3/19-4/19	\$77.50
01-04116	DOWNTOWN THREADS	PO0155293	LOGO SHIRTS (5)	\$169.65
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0155101	WAREHOUSE PARTS 3/19	\$30.42
01-05114	HRT SERVICE COMPANY, LLC.	PO0155006	MOW/226 E CHERRY	\$45.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155006	MOW/1124 N 2ND	\$45.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155006	MOW/2ND/WABASH	\$45.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155006	MOW/1326 E MAINE	\$45.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155006	MOW/213 S 16TH	\$45.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155006	MOW/617 E ILLINOIS	\$65.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155006	MOW/618 E ILLINOIS	\$45.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155006	MOW/426 E BROADWAY	\$45.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155006	MOW/501 E RANDOLPH	\$65.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155006	MOW/124 N 5TH	\$65.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155006	MOW/2016 N GRAND	\$65.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155006	MOW/616 N CLEVELAND	\$65.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0155098	MOW/1124 W JAMES	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0155098	MOW/POLK/JAMES	\$45.00

01-05541	4 SEASONS OUTDOOR SERVICES	PO0155098	MOW/1222 W RANDOLPH	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0155098	MOW/1422 W RANDOLPH	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0155098	MOW/1702 W RANDOLPH	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0155098	MOW/2325 W GARRIOTT	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0155098	MOW/2321 B COURT	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0155098	MOW/2313 B COURT	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0155098	MOW/2301 B COURT	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0155098	MOW/613 A STREET	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0155098	MOW/2218 C STREET	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0155098	MOW/2302 C COURT	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0155098	MOW/2314 C COURT	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0155098	MOW/2322 C COURT	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0155098	MOW/2313 C COURT	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0155098	MOW/2301 C COURT	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0155098	MOW/710 A STREET	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0155098	MOW/2318 E COURT	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0155098	MOW/2317 E COURT	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0155098	MOW/805 S CLEVELAND	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0155098	MOW/2218 D COURT	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0155098	MOW/729 A STREET	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0155098	MOW/2218 E COURT	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0155098	MOW/2213 E COURT	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0155098	MOW/2217 E COURT	\$45.00
PUBLIC WORKS MGMT TOTAL				\$3,826.48

FUND 10 DEPT 710 - FLEET MAINTENANCE

01-00146	CINTAS CORPORATION LOC. 624	PO0155270	UNIFORM RENTALS (7)	\$62.07
01-01783	JP MORGAN CHASE	PO0155243	CHASE PAYMENT	\$344.68
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0155101	WAREHOUSE PARTS 3/19	\$5,510.11
01-05246	ALKOTA OF KANSAS, LLC	PO0155273	TRUCK WASH/SOAP	\$330.00
01-13017	MUNN SUPPLY, INC.	PO0155271	CYLINDER RENTAL	\$64.19
01-35300	UNIFIRST, INC.	PO0155048	SHOP TOWEL SERVICE	\$171.56
01-35300	UNIFIRST, INC.	PO0155274	SHOP TOWEL SERVICE	\$343.12
FLEET MAINTENANCE TOTAL				\$6,825.73

FUND 10 DEPT 730 - PARKS & RECREATION

01-00146	CINTAS CORPORATION LOC. 624	PO0155008	UNIFORM RENTALS (15)	\$296.96
01-00146	CINTAS CORPORATION LOC. 624	PO0155069	UNIFORM RENTALS (15)	\$123.87
01-00146	CINTAS CORPORATION LOC. 624	PO0155097	UNIFORM RENTALS (15)	\$122.96
01-01338	J & P SUPPLY, INC.	PO0155170	TOWELS/SOAP/TOISSUE/SCREENS	\$2,563.36
01-01338	J & P SUPPLY, INC.	PO0155175	TOWELS/TOISSUE/SOAP	\$1,438.77
01-01783	JP MORGAN CHASE	PO0155243	CHASE PAYMENT	\$7,609.90
01-01943	JOHNSTON SEED COMPANY, INC.	PO0155168	HERBICIDE	\$278.20
01-02515	ENID EYE OPTICAL, INC.	PO0155005	SAFETY GLASSES/M ROBERTS	\$131.00
01-02539	BWI COMPANIES, INC.	PO0155046	HOME PLATE CLAY	\$405.00
01-02539	BWI COMPANIES, INC.	PO0155107	MOUND CLAY/FERTILIZER	\$1,595.80
01-04033	DOLESE BROTHERS CO., INC.	PO0155186	SAND	\$587.83
01-04116	DOWNTOWN THREADS	PO0155109	LOGO SHIRTS (4)/C BULLER	\$122.32
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0155101	WAREHOUSE PARTS 3/19	\$49.29
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0155143	MONTHLY SERVICE 3/19	\$111.22
01-04847	STARR LUMBER CO., INC.	PO0155185	LUMBER/SCREWS/WASHERS	\$8.92
01-13017	MUNN SUPPLY, INC.	PO0155019	CYLINDER RENTAL	\$17.83
01-19001	STANLEY'S WRECKER SERVICE	PO0155275	V500 TOW	\$150.00
01-59360	FASTENAL COMPANY	PO0155018	NUT DRIVER/FITTINGS	\$31.66
01-60600	ENID FLORAL & GIFTS	PO0153332	TREES/HAMMER WILLIAMS DONATION	\$5,000.00
01-76080	SEEDORF CONSTRUCTION CO.	PO0155111	SCOREBOARD INSTALL	\$250.00
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0155020	NUTS/BOLTS/SCREWS/NUT SETTER	\$25.15
PARKS & RECREATION TOTAL				\$20,920.04

FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT.

01-00146	CINTAS CORPORATION LOC. 624	PO0155008	UNIFORM RENTALS (32)	\$291.24
01-00146	CINTAS CORPORATION LOC. 624	PO0155294	UNIFORM RENTALS (30)	\$273.79
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0155174	V112 SEAT	\$656.83
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0155165	FLAT IRON/HANDRAIL TUBING	\$247.29
01-01363	J & R EQUIPMENT, LLC	PO0155065	V121 MAIN BROOM	\$748.42
01-01783	JP MORGAN CHASE	PO0155243	CHASE PAYMENT	\$2,184.92
01-01943	JOHNSTON SEED COMPANY, INC.	PO0155168	SOD	\$360.00
01-01943	JOHNSTON SEED COMPANY, INC.	PO0155207	SOD	\$360.00
01-01943	JOHNSTON SEED COMPANY, INC.	PO0153333	HERBICIDE	\$9,469.64
01-02515	ENID EYE OPTICAL, INC.	PO0155027	SAFETY GLASSES/B WRIGHT	\$161.00
01-03089	CUMMINS CONSTRUCTION EQUIP. CO.	PO0155113	TAC OIL	\$80.00
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0155114	V157 LATCH/PIN	\$80.08
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0155272	V181 CONTROLLER REPAIR	\$140.00
01-04207	FOUR J'S TIRE SERVICE, LLC	PO0155301	V161/V162 TIRES (4)	\$2,408.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0155101	WAREHOUSE PARTS 3/19	\$2,861.82
01-04577	JANTZ MOWING	PO0149696	MOW/HIGHWAY RIGHT OF WAY	\$2,700.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0149695	MOW/HIGHWAY RIGHT OF WAY	\$1,400.00
01-05830	EAGLE CARPORTS, INC.	PO0154208	CARPORT	\$7,000.00
01-05913	CRAFECO, INC.	PO0155279	V102 HEAT TRANSFER OIL	\$578.00
01-05913	CRAFECO, INC.	PO0155279	DETACK DRUM	\$541.30
01-08022	HUGHES LUMBER CO., LLC	PO0155296	FORM BOARDS/SCREWS	\$155.33
01-09015	INT'L MUNICIPAL SIGNAL ASSOC	PO0155093	TRAFFIC CONTROL LICENSE/J HATFIELD	\$80.00
01-13017	MUNN SUPPLY, INC.	PO0155297	CYLINDER RENTAL	\$17.83
01-13089	MERRIFIELD OFFICE SUPPLY	PO0155276	DESK REPLACE	\$390.00
01-33210	P & K EQUIPMENT, INC.	PO0155118	V570 FILTER	\$37.23
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0155295	STRING LINE	\$75.23
01-56300	TRUCK PRO, INC.	PO0155119	V550 LED LIGHTS	\$89.84
01-80153	KINNUNEN, INC.	PO0155095	HARD HATS (3)	\$41.97
01-80153	KINNUNEN, INC.	PO0155172	PARKING BUMPERS (24)	\$1,011.36
01-80153	KINNUNEN, INC.	PO0155298	GATORADE/SAFETY GLASSES (12)	\$117.46
01-80246	ATWOODS	PO0155022	BOOTS/A HUMPHREY	\$150.00
01-80246	ATWOODS	PO0155158	BOOTS/B BRUCE	\$99.99
01-80246	ATWOODS	PO0155244	BOOTS/W KINKEAD	\$149.99
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0155020	STUD FINDER	\$21.99
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0155112	LIGHT BULB/DOOR STOP	\$14.48
			STRMWTR & ROADWAY MAINT. TOTAL	\$34,995.03

FUND 10 DEPT 750 - TECHNICAL SERVICES

01-00146	CINTAS CORPORATION LOC. 624	PO0155008	UNIFORM RENTALS (13)	\$192.34
01-00146	CINTAS CORPORATION LOC. 624	PO0155300	UNIFORM RENTALS (12)	\$96.17
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0155004	TRIM/SEALANT TAPE	\$59.37
01-01783	JP MORGAN CHASE	PO0155243	CHASE PAYMENT	\$4,816.34
01-02243	BB MACHINE & SUPPLY, INC.	PO0155299	V659 PAINT HOSE	\$98.50
01-04082	THYSSENKRUPP ELEVATOR CORP.	PO0155062	ELEVATOR MAINTENANCE	\$320.53
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0155101	WAREHOUSE PARTS 3/19	\$1,210.98
01-05506	BROWER INC.	PO0155106	PORTABLE TOILET RENTAL 3/19	\$37.87
01-07030	GADES SALES CO., INC.	PO0153762	VIDEO PROCESSOR/TRANSMITTERS (3)	\$16,925.00
01-09015	INT'L MUNICIPAL SIGNAL ASSOC	PO0155093	TRAFFIC CONTROL LICENSE/L ODOM	\$80.00
01-13017	MUNN SUPPLY, INC.	PO0155019	CYLINDER RENTAL	\$3.57
01-22001	VULCAN, INC.	PO0155134	SIGN POST CAPS/CROSSES/DECALS	\$1,437.00
01-49880	DELL MARKETING, LP	PO0154785	COMPUTER TOWER	\$1,399.00
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0155047	V7659 OIL FILTER	\$9.07
01-59360	FASTENAL COMPANY	PO0155018	SIGN NUTS/BOLTS	\$47.34
01-59360	FASTENAL COMPANY	PO0155156	HAMMER DRILL/SAW BLADE	\$2,556.67
			TECHNICAL SERVICES TOTAL	\$29,289.75

FUND 10 DEPT 900 - LIBRARY

01-01338	J & P SUPPLY, INC.	PO0155170	TOWELS/TISSUE/LINERS	\$1,110.27
01-01338	J & P SUPPLY, INC.	PO0155195	RAGS	\$15.40
01-01783	JP MORGAN CHASE	PO0155243	CHASE PAYMENT	\$7,936.24
01-02016	BRODART CO., INC.	PO0155222	BOOKS (74)	\$1,359.80

01-03053	NORTHWEST SHREDDERS, LLC	PO0155012	SECURITY CONSOLE 4/19	\$40.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0155101	WAREHOUSE PARTS 3/19	\$2.24
01-13089	MERRIFIELD OFFICE SUPPLY	PO0155061	PAPER	\$52.20
01-65460	ACTSHON PEST CONTROL	PO0155196	PEST CONTROL 4/19	\$30.00
LIBRARY TOTAL				\$10,546.15

FUND 10 DEPT 955 - CAPITAL ASSETS & PROJECTS

01-01783	JP MORGAN CHASE	PO0155243	CHASE PAYMENT	\$177.00
01-02793	APPLIED CONSTRUCTION TECHNOLOGIES	PO0153329	R-0303S FENCE INSTALL	\$5,250.00
01-05005	ENID CONCRETE CO., INC.	PO0155067	M-1713A CONCRETE	\$183.44
01-05010	ENID IRON & METAL CO., INC.	PO0155152	M-1713A ALUMINUM SHEETS	\$1,851.20
01-05303	S & S COATING, LLC	PO0155304	M-1713A SIGN POST POWDER COAT	\$400.00
01-59360	FASTENAL COMPANY	PO0155018	M-1713A SIGN ANCHORS (50)	\$22.79
01-80310	SOFTWARE HOUSE INTERNATIONAL, INC.	PO0154994	ANNUAL MICROSOFT SERVER LICENSES (1154)	\$62,994.33
CAPITAL ASSETS & PROJECTS TOTAL				\$70,878.76

FUND 14 DEPT 145 - HEALTH FUND

01-05570	PAYFLEX SYSTEMS USA, INC	PO0155013	FSA/DEP ACCOUNT FEES 4/19	\$359.45
01-06043	CARDIOPTICS, LLC	PO0155125	HEALTH FAIR SCREENINGS	\$1,420.00
01-70870	FOCUS INSTITUTE, INC.	PO0155154	EAP SERVICES 4/19	\$1,233.33
HEALTH FUND TOTAL				\$3,012.78

FUND 20 DEPT 205 - AIRPORT

01-00918	POTTER OIL CO, INC.	PO0155075	DIESEL	\$569.00
01-01783	JP MORGAN CHASE	PO0155243	CHASE PAYMENT	\$2,239.01
01-02857	DML POWER WASHING	PO0155024	POWER WASH/VENT HOOD	\$375.00
01-03122	CROWN PRODUCTS, INC.	PO0155021	FUEL NOZZLE REPAIR	\$414.15
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0155101	WAREHOUSE PARTS 3/19	\$979.61
01-04684	OROSCO, NANCY	PO0155055	JANITORIAL SERVICE 4/19	\$187.50
01-05611	RSM DEVELOPMENT, INC.	PO0150088	A-1701B TERMINAL CONSTRUCTION	\$486,233.23
01-42400	AT & T	PO0155285	MONTHLY SERVICE 5/19	\$297.00
AIRPORT TOTAL				\$491,294.50

FUND 22 DEPT 000 - GOLF STOCK

01-05240	ACUSHNET COMPANY	PO0154990	PRO SHOP/ST	\$331.52
01-05240	ACUSHNET COMPANY	PO0154992	PRO SHOP/ST	\$456.75
01-05240	ACUSHNET COMPANY	PO0154993	PRO SHOP/ST	\$176.50
01-05240	ACUSHNET COMPANY	PO0154995	PRO SHOP/ST	\$557.25
01-05240	ACUSHNET COMPANY	PO0154997	PRO SHOP/ST	\$613.95
01-05240	ACUSHNET COMPANY	PO0154998	PRO SHOP/ST	\$232.18
01-05240	ACUSHNET COMPANY	PO0154999	PRO SHOP/ST	\$820.27
01-05240	ACUSHNET COMPANY	PO0155001	PRO SHOP/ST	\$65.18
01-05240	ACUSHNET COMPANY	PO0155052	PRO SHOP/ST	\$456.75
01-05240	ACUSHNET COMPANY	PO0155053	PRO SHOP/ST	\$780.76
01-05240	ACUSHNET COMPANY	PO0155054	PRO SHOP/ST	\$119.00
01-05240	ACUSHNET COMPANY	PO0155193	PRO SHOP/ST	\$200.50
01-05240	ACUSHNET COMPANY	PO0155194	PRO SHOP/ST	\$2,540.70
01-05241	CALLAWAY GOLF SALES CO	PO0154986	PRO SHOP/ST	\$47.61
01-05241	CALLAWAY GOLF SALES CO	PO0154987	PRO SHOP/ST	\$274.12
01-05241	CALLAWAY GOLF SALES CO	PO0154988	PRO SHOP/ST	\$166.66
01-05241	CALLAWAY GOLF SALES CO	PO0154989	PRO SHOP/ST	\$47.61
01-05241	CALLAWAY GOLF SALES CO	PO0155050	PRO SHOP/ST	\$223.60
01-05275	H2 GOLF, LLC	PO0154984	PRO SHOP/ST	\$711.66
01-05275	H2 GOLF, LLC	PO0154985	PRO SHOP/ST	\$439.63
01-05294	EPOCH EYEWEAR	PO0155192	PRO SHOP/ST	\$326.60

01-05417	CLEVELAND GOLF/SRIXON	PO0154983	PRO SHOP/ST	\$302.40
01-05417	CLEVELAND GOLF/SRIXON	PO0155149	PRO SHOP/ST	\$43.20
01-05439	TEXOMA GOLF, LLC	PO0154982	PRO SHOP/ST	\$219.51
01-05439	TEXOMA GOLF, LLC	PO0155150	PRO SHOP/ST	\$501.63
01-05530	PING, INC.	PO0154981	PRO SHOP/ST	\$150.76
01-06042	SUN MOUNTAIN SPORTS INC.	PO0155126	PRO SHOP/ST	\$366.00
GOLF STOCK TOTAL				\$11,172.30

FUND 22 DEPT 225 - GOLF

01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0155151	M-1704A EXPANSION JOINTS (10)	\$25.30
01-01338	J & P SUPPLY, INC.	PO0155078	LINERS/TISSUE/CLEANER	\$154.22
01-01338	J & P SUPPLY, INC.	PO0155170	NITRILE GLOVES	\$18.62
01-01338	J & P SUPPLY, INC.	PO0155184	HAND SANITIZER	\$135.80
01-01338	J & P SUPPLY, INC.	PO0155195	SCREENS/DEODORIZER	\$66.28
01-01783	JP MORGAN CHASE	PO0155243	CHASE PAYMENT	\$1,875.46
01-02539	BWI COMPANIES, INC.	PO0155147	FUNGICIDE	\$607.50
01-02539	BWI COMPANIES, INC.	PO0155220	FERTILIZER	\$1,783.00
01-03034	CERTIFIED LABORATORIES	PO0155199	CART CLEANER	\$142.28
01-03972	NATIONAL PEN CO., LLC	PO0155091	GOLF PENCILS (4320)	\$355.30
01-04568	HARRELL'S, LLC	PO0155058	HERBICIDE/DYE	\$824.00
01-05005	ENID CONCRETE CO., INC.	PO0141703	M-1704A CONCRETE	\$1,938.00
01-05134	ENID NEWS & EAGLE	PO0155060	ADVERTISING	\$125.00
01-05241	CALLAWAY GOLF SALES CO	PO0155115	RANGE BALLS (500)	\$2,475.00
01-05241	CALLAWAY GOLF SALES CO	PO0155115	RENTAL CLUBS (5)	\$1,258.50
01-05439	TEXOMA GOLF, LLC	PO0155150	SOLVENT	\$21.99
01-05884	APS FIRECO	PO0155073	ANNUAL FIRE EXT INSPECT (32)	\$521.50
01-06042	SUN MOUNTAIN SPORTS INC.	PO0155126	RENTAL CARTS (4)	\$708.00
01-13017	MUNN SUPPLY, INC.	PO0155019	CYLINDER RENTAL	\$7.14
01-38030	DAL SECURITY, INC.	PO0155139	MONTHLY MONITORING 4/19	\$91.00
01-38830	LIGHTLE SAND & CONSTRUCTION CO.	PO0155117	TURF SAND	\$1,089.90
01-38830	LIGHTLE SAND & CONSTRUCTION CO.	PO0155148	TURF SAND	\$563.85
01-65460	ACTSHON PEST CONTROL	PO0155076	PEST CONTROL 4/19	\$75.00
01-80179	JESCO PRODUCTS, INC.	PO0155049	SEED/SOIL BOTTLES (30)	\$427.00
GOLF TOTAL				\$15,289.64

FUND 30 DEPT 305 - STREET & ALLEY

01-03089	CUMMINS CONSTRUCTION EQUIP. CO.	PO0151182	ASPHALT	\$889.87
01-05005	ENID CONCRETE CO., INC.	PO0155292	CONCRETE	\$152.50
01-05459	OLSSON ASSOCIATES, INC.	PO0153995	R-1904A PROFESSIONAL SERVICE	\$21,955.42
01-60230	RICK LORENZ CONSTRUCTION	PO0148807	R-1801A STREET IMPROVEMENT	\$58,916.62
STREET & ALLEY TOTAL				\$81,914.41

FUND 31 DEPT 230 - UTILITY BILLING

01-01783	JP MORGAN CHASE	PO0155243	CHASE PAYMENT	\$187.46
01-03053	NORTHWEST SHREDDERS, LLC	PO0155012	SECURITY CONSOLE 4/19	\$20.00
01-04116	DOWNTOWN THREADS	PO0155071	LOGO SHIRTS (4)	\$112.12
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0155101	WAREHOUSE PARTS 3/19	\$70.90
01-13017	MUNN SUPPLY, INC.	PO0155019	METER LIDS (2)	\$26.24
01-13089	MERRIFIELD OFFICE SUPPLY	PO0155142	INK CARTRIDGE	\$141.41
UTILITY BILLING TOTAL				\$558.13

FUND 31 DEPT 760 - SOLID WASTE SERVICES

01-00146	CINTAS CORPORATION LOC. 624	PO0155008	UNIFORM RENTALS (43)	\$362.52
01-00146	CINTAS CORPORATION LOC. 624	PO0155008	SHOP TOWEL SERVICE	\$41.84
01-00146	CINTAS CORPORATION LOC. 624	PO0155097	UNIFORM RENTALS (9)	\$76.50
01-00146	CINTAS CORPORATION LOC. 624	PO0155097	SHOP TOWEL SERVICE	\$41.84
01-00146	CINTAS CORPORATION LOC. 624	PO0155204	UNIFORM RENTALS (26)	\$219.51
01-00146	CINTAS CORPORATION LOC. 624	PO0155204	SHOP TOWEL SERVICE	\$41.84
01-00159	UNITED STATES GYPSUM COMPANY	PO0149832	CRUSHER RUN	\$4,001.83
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0155291	V210 DIAGNOSTIC	\$1,410.50

01-01783	JP MORGAN CHASE	PO0155243	CHASE PAYMENT	\$1,106.93
01-02243	BB MACHINE & SUPPLY, INC.	PO0155080	V259 HOSE	\$60.70
01-02243	BB MACHINE & SUPPLY, INC.	PO0155179	V252 HOSE/STEMS (4)	\$137.12
01-02243	BB MACHINE & SUPPLY, INC.	PO0155210	V260 HOSE/STEMS	\$283.98
01-03022	CULLIGAN OF ENID	PO0155016	WATER COOLER RENTAL 4/19	\$34.50
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0155082	V259 FILTERS (8)/CAP/VALVE	\$1,668.26
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0155206	V265 ROLLER/BULBS (4)	\$429.82
01-03312	CAROLINA SOFTWARE, INC.	PO0155092	SOFTWARE SUPPORT 4/19-6/19	\$900.00
01-03596	CUSTOM MANUFACTURING	PO0154058	35 YD COMPACTOR	\$19,610.05
01-04131	UNITED RENTALS (NORTH AMERICA)	PO0155081	PORTABLE TOILET RENTAL 3/19	\$160.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0155101	WAREHOUSE PARTS 3/19	\$12,024.77
01-04353	CMI ROADBUILDING, INC.	PO0153426	V260 REPAIR/PARTS	\$539.70
01-04560	DOCUGUARD	PO0150434	RECYCLING CONTRACT 3/19	\$6,703.55
01-05066	BRUCKNER TRUCK SALES, INC.	PO0155086	V132 MIRROR BRACKETS (2)	\$79.23
01-05066	BRUCKNER TRUCK SALES, INC.	PO0154782	V217 DEF REPAIR	\$4,581.80
01-05207	EMPIRE FINANCIAL, LLC	PO0150623	TRASH TRUCK LEASE 5/19	\$5,052.27
01-05207	EMPIRE FINANCIAL, LLC	PO0150622	TRASH TRUCK LEASE 5/19	\$9,466.89
01-05599	ARVEST BANK	PO0149579	TRASH TRUCK LEASE (3) 5/19	\$14,511.04
01-13017	MUNN SUPPLY, INC.	PO0155205	CYLINDER RENTAL	\$28.53
01-16145	PETTY CASH	PO0155289	REIMB/CDL LICENSE RENEW/C LUGINBILL	\$75.50
01-19099	SECURITY NATIONAL BANK	PO0154996	LETTER OF CREDIT	\$25,629.73
01-19165	STEVENS FORD, INC.	PO0155302	V443 EVAPORATOR COIL	\$1,323.86
01-59360	FASTENAL COMPANY	PO0155018	V261 BLADES (20)/BOLTS	\$138.49
01-71180	ROLL OFFS USA, INC.	PO0154781	ROLL OFF CONTAINERS (4)	\$16,975.00
01-80246	ATWOODS	PO0155089	BOTTLED WATER	\$167.16
01-80246	ATWOODS	PO0155089	SCOOP/CLEANER	\$59.97
SOLID WASTE SERVICES TOTAL				\$127,945.23

FUND 31 DEPT 785 - PUBLIC UTILITIES MGMT

01-01338	J & P SUPPLY, INC.	PO0155184	TOWELS/TISSUE/CLEANER/SOAP	\$23.09
01-01783	JP MORGAN CHASE	PO0155243	CHASE PAYMENT	\$2,678.78
01-03022	CULLIGAN OF ENID	PO0155016	WATER COOLER RENTAL 3/19-4/19	\$77.50
01-03512	PACE ANALYTICAL SERVICES, INC.	PO0154242	SEMI ANNUAL POTW WW ANALYSIS	\$803.00
01-04060	SCS AQUATERRA	PO0155135	2018 GREENHOUSE GAS REPORTING 3/19	\$1,300.00
PUBLIC UTILITIES MGMT TOTAL				\$4,882.37

FUND 31 DEPT 790 - WATER PRODUCTION

01-00146	CINTAS CORPORATION LOC. 624	PO0155008	UNIFORM RENTALS (8)	\$75.12
01-00146	CINTAS CORPORATION LOC. 624	PO0155097	UNIFORM RENTALS (8)	\$75.12
01-00146	CINTAS CORPORATION LOC. 624	PO0155204	UNIFORM RENTALS (8)	\$75.12
01-00878	BROWN'S SHOE FIT COMPANY	PO0155228	BOOTS/M WANG	\$220.50
01-01783	JP MORGAN CHASE	PO0155243	CHASE PAYMENT	\$275.95
01-01954	PUMPSOK	PO0155180	METERS (2)	\$1,974.90
01-04038	OK DEPT OF ENVIRONMENTAL QUALITY	PO0155182	SAMPLE ANALYSIS	\$5,613.17
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0155101	WAREHOUSE PARTS 3/19	\$1,972.52
01-05270	ZALOUDEK, FW & SONS	PO0155176	MOWER BLADES (6)	\$140.67
01-05915	AT&T (WATER WELLS)	PO0155094	MONTHLY SERVICE 4/19	\$128.39
01-13017	MUNN SUPPLY, INC.	PO0155205	CYLINDER RENTAL	\$21.40
01-14118	NCL OF WISCONSIN	PO0155087	INDICATORS (200)/DYE	\$99.22
01-15132	O'REILLY AUTO PARTS, INC.	PO0155177	CIRCUIT BREAKER	\$5.52
01-19047	AT & T	PO0155002	MONTHLY SERVICE 4/19	\$187.81
01-30830	LOCKE SUPPLY, INC.	PO0155178	FILTERS (20)	\$41.31
01-42160	DUSTY'S MOBILE LOCK & KEY SHOP	PO0155208	PADLOCKS (12)	\$144.00
01-50210	LOWE'S HOME CENTERS, INC.	PO0155007	CEMENT MIXER/PIPE/CUTTER/FITTINGS	\$418.25
01-50210	LOWE'S HOME CENTERS, INC.	PO0155088	CORRUGATED PIPE/SLEEVE/FITTINGS/BATTERIES (120)	\$155.57
01-50210	LOWE'S HOME CENTERS, INC.	PO0155200	BATTERIES (16)/WASHERS/CABLE TIES	\$77.61
01-79980	PIONEER BUSINESS SOLUTION	PO0155009	MONTHLY SERVICE 4/19	\$205.46
01-80258	BRENNTAG SOUTHWEST, INC.	PO0149574	CHLORINE	\$3,727.60
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0155020	CAULK/GAP FILLER	\$34.74
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0155103	PESTICIDE/HERBICIDE/BERMUDA GRASS/PAINT ROLLER	\$109.04
WATER PRODUCTION TOTAL				\$15,778.99

FUND 31 DEPT 795 - UTILITY MAINTENANCE

01-00146	CINTAS CORPORATION LOC. 624	PO0155008	UNIFORM RENTALS (20)	\$168.46
01-00146	CINTAS CORPORATION LOC. 624	PO0155204	UNIFORM RENTALS (11)	\$96.52
01-01783	JP MORGAN CHASE	PO0155243	CHASE PAYMENT	\$408.36
01-04033	DOLESE BROTHERS CO., INC.	PO0155186	CRUSHER RUN	\$622.81
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0155101	WAREHOUSE PARTS 3/19	\$5,701.26
01-05005	ENID CONCRETE CO., INC.	PO0155067	CONCRETE	\$438.00
01-05005	ENID CONCRETE CO., INC.	PO0155183	CONCRETE	\$932.00
01-05782	EXPRESS EMPLOYMENT PROFESSIONALS	PO0155120	TEMP EMPLOYEES (3)	\$3,482.86
01-05782	EXPRESS EMPLOYMENT PROFESSIONALS	PO0155230	TEMP EMPLOYEES (3)	\$3,501.58
01-15083	OK CONTRACTORS SUPPLY	PO0155169	BRASS FITTINGS	\$1,775.00
01-15083	OK CONTRACTORS SUPPLY	PO0155277	METER CLAMPS (130)/FITTINGS	\$2,700.00
01-19001	STANLEY'S WRECKER SERVICE	PO0155275	V371 TOW	\$50.00
01-65460	ACTSHON PEST CONTROL	PO0155026	PEST CONTROL 4/19	\$245.00
01-80153	KINNUNEN, INC.	PO0155023	PAINT	\$76.32
01-80153	KINNUNEN, INC.	PO0155095	GREASE GUN/CONCRETE BIT/BATTERIES (24)	\$310.28
01-80153	KINNUNEN, INC.	PO0155095	SAFETY GLASSES (24)	\$99.36
01-80246	ATWOODS	PO0155158	BOOTS/B LECKIE	\$129.99
01-80246	ATWOODS	PO0155229	BOOTS/R HALL	\$149.99
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0155020	NUTS/BOLTS/SCREWS	\$7.56
UTILITY MAINTENANCE TOTAL				\$20,895.35

FUND 31 DEPT 799 - WASTEWATER PLANT MGMT

01-01178	ACCURATE, INC.	PO0155171	PHOSPHORUS/AMMONIA TESTS	\$1,761.76
01-01178	ACCURATE, INC.	PO0155231	AMMONIA/NITRATE TESTS (900)	\$1,966.82
01-01783	JP MORGAN CHASE	PO0155243	CHASE PAYMENT	\$607.90
01-03182	GARDNER DENVER, INC.	PO0155122	SEAL KITS (4)	\$1,747.96
01-04429	STOVER & ASSOCIATES, INC	PO0149972	PLANT MGMT SERVICE 4/19	\$108,200.16
01-04439	J A KING	PO0155124	FLOW METER CALIBRATION	\$1,415.00
01-13017	MUNN SUPPLY, INC.	PO0155205	CYLINDER RENTAL	\$9.30
01-59250	USA BLUEBOOK	PO0155181	FIRST AID KITS (2)	\$444.92
WASTEWATER PLANT MGMT TOTAL				\$116,153.82

FUND 31 DEPT 956 - EMA CAPITAL REPLACEMENT

01-05583	COGSDALE CORPORTATION	PO0149116	SOFTWARE REPLACEMENT	\$31,938.00
EMA CAPITAL REPLACEMENT TOTAL				\$31,938.00

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

01-02687	RETAIL ATTRACTIONS, LLC	PO0150128	PROFESSIONAL SERVICE 7/18-6/19	\$4,000.00
01-04782	333 ENID TRAVEL PLAZA, LLC	PO0155074	SALES TAX INCENTIVE 5/18-9/18	\$6,307.69
01-05512	GARFIELD COUNTY (TIF)	PO0155214	2018 TP & L TIF DISTRIBUTION	\$79,886.00
01-05513	GARFIELD COUNTY HEALTH DEPT (TIF)	PO0155215	2018 TP & L TIF DISTRIBUTION	\$14,289.00
01-05514	AUTRY TECHNOLOGY CENTER (TIF)	PO0155216	2018 TP & L TIF DISTRIBUTION	\$84,975.00
01-05515	PIONEER PUBLIC SCHOOLS (TIF)	PO0155217	2018 TP & L TIF DISTRIBUTION	\$223,045.00
01-05516	TRANSPORTATION PARTNERS & LOGISTICS	PO0155213	2018 TP & L TIF DISTRIBUTION	\$786,358.00
01-07098	GARFIELD CO. TREASURER	PO0155104	M-1511A PROPERTY TAXES	\$3,621.00
E.E.D.A. TOTAL				\$1,202,481.69

FUND 33 DEPT 335 - V.D.A.

01-00223	COOPER, MICHAEL G.	PO0155157	REIMB/LODGING/DOD MEETING	\$756.71
01-00223	COOPER, MICHAEL G.	PO0155157	REIMB/REGISTRATION/ADC SUMMIT	\$695.00
01-00223	COOPER, MICHAEL G.	PO0149891	VDA CONSULTING FEES	\$10,000.00
01-00332	TRAVEL ENTERPRISE, INC.	PO0155219	AIRFARE/INDUSTRY OEA CONF/M COOPER	\$565.00
01-05297	COLBY, SANDRA	PO0155198	REIMB/TEXTBOOKS (3)	\$82.82
V.D.A. TOTAL				\$12,099.53

FUND 40 DEPT 405 - CAPITAL IMPROVEMENT

01-00894	POE & ASSOCIATES, INC.	PO0146067	R-1803A IMPROVEMENT DESIGN	\$6,904.00
01-01783	JP MORGAN CHASE	PO0155243	CHASE PAYMENT	\$13.98
01-03531	CABBINESS ENGINEERING, LLC	PO0153539	P-1911A MEADOWLAKE CROSSING	\$12,172.50
01-05005	ENID CONCRETE CO., INC.	PO0155183	P-1908C CONCRETE	\$229.20
01-05339	R & B FENCE	PO0142687	M-1701A CROSSLIN PARK FENCE	\$12,070.70
01-05776	FREESE AND NICHOLS, INC.	PO0151892	R-1911A DESIGN SERVICE	\$106,471.60
01-06034	MOORE, RICKY A	PO0155000	M-1902A EASEMENT/ADA SIDEWALK	\$2,550.00
01-40450	HUMPHREY ABSTRACT	PO0154497	R-1803A TITLE SEARCH	\$900.00
01-60230	RICK LORENZ CONSTRUCTION	PO0154241	P-1906C CROSSLIN SIDEWALK IMPROVEMENT	\$44,134.04
01-80153	KINNUNEN, INC.	PO0155172	P-1908C PARKING BUMPERS (36)	\$1,517.04
CAPITAL IMPROVEMENT TOTAL				\$186,963.06

FUND 42 DEPT 425 - SANITARY SEWER FUND

01-12007	LUCKINBILL, INC.	PO0149267	S-1801B 2018 SS VIDEO INSPECTIONS	\$15,565.66
SANITARY SEWER FUND TOTAL				\$15,565.66

FUND 43 DEPT 435 - STORMWATER FUND

01-05050	ENVIROTECH	PO0155173	F-1906A PROFESSIONAL SERVICE	\$5,370.00
STORMWATER FUND TOTAL				\$5,370.00

FUND 44 DEPT 445 - WATER CAP. IMPROVEMENT FUND

01-01918	GUERNSEY	PO0148371	W-1807A PROFESSIONAL SERVICE	\$8,600.00
01-01918	GUERNSEY	PO0143354	W-1807A PROFESSIONAL SERVICE	\$6,198.21
01-03707	DOERNER, SAUNDERS, DANIEL & ANDERSON	PO0155025	W-1304A WATER RIGHTS	\$632.00
01-03760	GARVER, LLC	PO0151678	W-1912A1 PROFESSIONAL SERVICE	\$501,984.44
01-03760	GARVER, LLC	PO0139545	W-1712B PROFESSIONAL SERVICE	\$47,386.99
01-15083	OK CONTRACTORS SUPPLY	PO0155100	W-1903C BALL VALVES (2)	\$620.00
01-15083	OK CONTRACTORS SUPPLY	PO0155277	W-1903C METER CLAMPS (8)/FITTINGS	\$1,720.00
01-30830	LOCKE SUPPLY, INC.	PO0155099	W-1903C FLUSHER	\$6.29
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0155246	W-1903C HASPS (4)	\$18.36
WATER CAP. IMPROVEMENT FUND TOTAL				\$567,166.29

FUND 50 DEPT 505 - 911

01-13089	MERRIFIELD OFFICE SUPPLY	PO0155269	PAPER	\$279.92
01-42400	AT & T	PO0155278	MONTHLY SERVICE 4/19	\$885.58
01-66190	AT&T	PO0155305	MONTHLY SERVICE 4/19	\$1,508.55
911 TOTAL				\$2,674.05

FUND 51 DEPT 515 - POLICE

01-01227	AUTRY VO-TECH CENTER	PO0155252	HCP TESTING (2)	\$70.00
01-01338	J & P SUPPLY, INC.	PO0155257	CLEANER/TOWELS/SOAP	\$232.74
01-01783	JP MORGAN CHASE	PO0155243	CHASE PAYMENT	\$4,952.69
01-03053	NORTHWEST SHREDDERS, LLC	PO0155012	SECURITY CONSOLE 4/19	\$100.00
01-03815	TLO, LLC	PO0155029	ONLINE INVESTIGATIVE SERVICE	\$660.00
01-04164	OK DEPT. OF PUBLIC SAFETY	PO0155254	OLETS USER FEE 3/19	\$350.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0155101	WAREHOUSE PARTS 3/19	\$3,023.90
01-04608	OK WORKERS COMP COMMISSION	PO0155166	WC/FILING FEE/R WEST	\$140.00
01-04608	OK WORKERS COMP COMMISSION	PO0155166	WC/FILING FEE/D WILLSON	\$140.00
01-05041	ENID PET HOSPITAL	PO0155212	REIMB/VACCINES	\$60.00
01-05110	ENID NOON AMBUCS	PO0155253	2ND QTR DUES/MEALS/B SKAGGS	\$159.55
01-13089	MERRIFIELD OFFICE SUPPLY	PO0155260	FOLDERS	\$13.86
01-13089	MERRIFIELD OFFICE SUPPLY	PO0155269	PAPER CLIPS	\$10.34
01-13145	MID-AMERICA WHOLESALE, INC.	PO0155251	COFFEE FILTERS/CUPS	\$338.13

01-15132	O'REILLY AUTO PARTS, INC.	PO0155261	BELTS (2)	\$11.03
01-16004	PDQ PRINTING	PO0155264	RECEIPT BOOKS (30)/ATTENDANCE CARDS (300)	\$280.00
01-18022	RUSCO PLASTICS	PO0155259	BOARD TAGS/SHIRT TAGS (2)	\$16.00
01-19087	SIRCHIE FINGER PRINT LAB	PO0155267	CAMERA FILTERS (3)/LUMINOL (8)	\$315.68
01-19194	OK TAX COMMISSION	PO0155161	WC/AWARD TAXES/D WILLSON	\$839.40
01-30420	OLSON ANIMAL HOSPITAL, INC.	PO0155211	REIMB/VACCINES/MEDS	\$350.00
01-46560	GROOM CLOSET	PO0155250	K9 DOG FOOD	\$72.26
01-50210	LOWE'S HOME CENTERS, INC.	PO0155247	TRIMMER/BLOWER/BATTERIES (16)	\$134.85
01-53300	ANIMAL CARE OF ENID, INC.	PO0155226	REIMB/VACCINES/MEDS	\$235.00
01-58530	INTEGRIS OCC. EMPLOYEE HEALTH	PO0155262	PHYSICALS (2)	\$950.00
01-65460	ACTSHON PEST CONTROL	PO0155255	PEST CONTROL 4/19	\$90.00
01-79290	SIGN SHACK THE	PO0155256	V2148 LETTERING/DECAL	\$405.00
01-79290	SIGN SHACK THE	PO0155263	V2025 LETTERING/DECAL	\$370.00
POLICE TOTAL				\$14,320.43

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

01-01783	JP MORGAN CHASE	PO0155243	CHASE PAYMENT	\$946.07
01-04656	CENTERPOINT ENERGY SERVICES, INC.	PO0155281	MONTHLY SERVICE 3/19	\$905.25
01-15127	OK NATURAL GAS	PO0155280	MONTHLY SERVICE 3/19	\$816.05
01-80045	CHISHOLM TRAIL EXPO CENTER	PO0155258	HOTEL TAX 3/19	\$48,803.88
E.E.C.C.H. TOTAL				\$51,471.25

FUND 65 DEPT 655 - FIRE

01-00781	INTERSTATE ALL BATTERY CENTER, INC	PO0155128	BATTERIES (4)	\$197.60
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0155248	V1031/V1034 FILTERS (2)	\$240.48
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0155248	V1040 OIL SENSOR	\$48.02
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0155248	V1029 TEMP SENSOR	\$21.67
01-00957	NAFECO	PO0155225	HOODS (3)/BOOTS (4)	\$1,302.68
01-00957	NAFECO	PO0155283	PANTS/C MANTZ	\$210.75
01-01227	AUTRY VO-TECH CENTER	PO0155132	FIT TEST (2)	\$40.00
01-01338	J & P SUPPLY, INC.	PO0155241	TOWELS/LINERS/CLEANER/DETERGENT	\$250.63
01-01783	JP MORGAN CHASE	PO0155243	CHASE PAYMENT	\$7,614.91
01-02363	CONRAD FIRE EQUIP., INC.	PO0155131	BOOT KITS (3)/LIGHTS (2)	\$383.75
01-02363	CONRAD FIRE EQUIP., INC.	PO0155233	END CAPS (24)	\$113.52
01-02571	MYDER, LLC	PO0155137	V1034 DASH AIR MANIFOLD	\$194.16
01-04242	ENID WINDOW TINT	PO0155235	TINT DOOR/WINDOWS/STA 2	\$259.00
01-05967	ENDEX OF OKLAHOMA. INC.	PO0155130	FIRE ALARM INSPECTION	\$810.00
01-06041	FARMERS GRAIN COMPANY-POND CREEK	PO0155236	HERBICIDE	\$23.75
01-13016	MANN'S RENTAL	PO0155138	FIRE EXT RECHARGE (2)	\$221.00
01-13089	MERRIFIELD OFFICE SUPPLY	PO0155237	BUBBLE MAILERS (25)	\$36.65
01-15006	OK GLASS & WALLPAPER	PO0155308	WINDOW APPARATUS/GUIDES (3)/STA 3	\$31.80
01-16006	PHILLIPS PRINTING, INC.	PO0155307	MEDICAL REPORTS (1000)	\$229.00
01-19235	SOUTHWEST TRUCK PARTS, INC.	PO0155249	WRENCH	\$23.74
01-19235	SOUTHWEST TRUCK PARTS, INC.	PO0155249	V1029 FRONT AXLE/AIR BRAKE REAR CHAMBER	\$281.64
01-19235	SOUTHWEST TRUCK PARTS, INC.	PO0155249	V1031 CONNECTORS/FITTINGS	\$41.75
01-30830	LOCKE SUPPLY, INC.	PO0155136	VALVE CONTROL (2)	\$25.43
01-55160	BOUND TREE MEDICAL, LLC	PO0155239	SCISSORS (2)	\$46.98
01-58530	INTEGRIS OCC. EMPLOYEE HEALTH	PO0155129	PHYSICALS (2)	\$950.00
01-60600	ENID FLORAL & GIFTS	PO0155238	FLORAL ARRANGEMENT	\$50.00
01-70870	FOCUS INSTITUTE, INC.	PO0155240	ASSESSMENTS (3)	\$300.00
01-79980	PIONEER BUSINESS SOLUTION	PO0155127	MONTHLY SERVICE 4/19	\$29.73
01-80445	A E HOWARD TILE AND CARPET, INC.	PO0155224	GRANITE COUNTERTOP/DESKTOP	\$2,126.00
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0155133	SEALANT/GLOVES/CLEANER/BULBS	\$172.44
FIRE TOTAL				\$16,277.08

FUND 82 DEPT 825 - CLEET

01-02587	OK BUREAU OF NARCOTICS	PO0154978	MONTHLY REIMB 3/19	\$15.00
01-03274	CLEET	PO0154976	MONTHLY REIMB 3/19	\$4,711.62
01-55470	OK STATE BUREAU INVESTIGATION	PO0154977	MONTHLY REIMB AFIS 3/19	\$4,573.13
01-55470	OK STATE BUREAU INVESTIGATION	PO0154977	MONTHLY REIMB/FORENSIC 3/19	\$4,384.26
CLEET TOTAL				\$13,684.01

FUND 99 DEPT 995 - EPTA

01-00906	JOHN VANCE MOTORS, INC	PO0155245	V284 BRAKE LINE REPAIR	\$134.18
01-01783	JP MORGAN CHASE	PO0155243	CHASE PAYMENT	\$553.31
01-02082	AT&T MOBILITY	PO0155003	MONTHLY SERVICE 3/19	\$391.34
01-04116	DOWNTOWN THREADS	PO0155084	LOGO SHIRTS (5)	\$112.89
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0155101	WAREHOUSE PARTS 3/19	\$1,940.01
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0155143	MONTHLY SERVICE 3/19	\$110.18
01-05410	EIFFEL MEDICAL, LLC	PO0155227	WC/MEDICAL	\$1,568.78
01-16145	PETTY CASH	PO0155289	REIMB/CDL LICENSE RENEW/D OSBORNE	\$46.50
01-19047	AT & T	PO0155266	MONTHLY SERVICE 3/19-4/19	\$800.32
EPTA TOTAL				\$5,657.51

FUND 70 DEPT 705 - CDBG

70-05426	MAKING A DIFFERENCE, INC.	PO0151669	B-18 (426) MAD AFTER SCHOOL	\$4,211.94
70-05427	ZOE KIDS CAFE	PO0151670	B-18 (427) ZOE AFTER SCHOOL	\$6,945.84
70-06039	OK COALITION FOR AFFORDABLE HOUSING	PO0155102	B-17 (423) 2019 GENERAL MEMBERSHIP 10/18-12/19	\$250.00
70-67860	KIWANIS TRUST FUND, INC.	PO0155056	B-17 (423) 1ST QTR DUES/S MOFFITT	\$65.00
CDBG TOTAL				\$11,472.78

COMBINED BREAKDOWN OF TOTALS

EMA	\$318,151.89
EEDA	\$1,202,481.69
EPTA	\$5,657.51
REMAINING FUNDS	\$1,868,995.38
TOTAL CLAIMS	\$3,395,286.47

PURCHASING CARD CLAIMS LIST

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FUND 10 DEPT 100 - ADMINISTRATIVE SERVICES

AMZN MKTP US*MZ9XX3ES0	PO0155243	STORM SIREN CHARGERS	535.79
AT&T*PREMIER EBIL	PO0155243	IPAD DATA PLAN 4/19	99.44
ENID WINNELSON CO	PO0155243	STOP KIT/TAPE	18.07
JP SUPPLY	PO0155243	PAPER TOWELS/TOILET TISSUE	357.36
LOCKE SUPPLY WE ENID	PO0155243	LIGHT FIXTURES/FREON	181.87
LOWES #00205*	PO0155243	PLEDGE	51.84
OKLAHOMA GLASS & WALLP	PO0155243	PANIC BAR REPLACEMENT	598.00
OKLAHOMA SOCIETY CPAS	PO0155243	CPA ANNUAL DUES/J GILBERT	280.00
RITRON INC	PO0155243	STORM SIREN PROGRAM CABLES	198.28
TCOSCPA	PO0155243	CPA RENEWAL/J GILBERT	25.00
ULINE *SHIP SUPPLIES	PO0155243	TRASH LINERS/DEODORIZER	252.57
UPS (800) 811-1648	PO0155243	SHIPPING FEES	34.22
WM SUPERCENTER #499	PO0155243	WALL CLOCK	39.82

ADMINISTRATIVE SERVICES TOTAL **2,672.26**

FUND 10 DEPT 110 - HUMAN RESOURCES

ACADEMY SPORTS #271	PO0155243	RETIREMENT GIFT CARD	260.00
AMZN MKTP US*MW1ND62U0	PO0155243	TISSUE/DISPLAY STAND	35.30
AT&T*PREMIER EBIL	PO0155243	IPAD DATA PLAN 4/19 110	18.23
INDEED	PO0155243	ACTIVE RECRUITING SUBSCRIPTION MONTHLY FEE	100.00
PAYPAL *OKLAHOMAMUN	PO0155243	OML JOB POSTING	30.00
PREHIRE SCREENING SERV	PO0155243	BACKGROUND SCREENING	136.50
WALGREENS #5531	PO0155243	RETIREMENT GIFT CARD	375.95

HUMAN RESOURCES TOTAL **955.98**

FUND 10 DEPT 120 - LEGAL SERVICES

CHICK-FIL-A #02804	PO0155243	EMPLOYEE ERROR/REIMB VIA CHECK	12.85
OKCOUNTYRECORDS.COM	PO0155243	OKCOUNTYRECORDS.COM MONTHLY SUBSCRIPTION	10.00
WALGREENS #5531	PO0155243	COFFEE	23.97

LEGAL SERVICES TOTAL **46.82**

FUND 10 DEPT 140 - SAFETY

AT&T*BILL PAYMENT	PO0155243	IPAD DATA PLAN 4/19	33.24
STAPLES 00106633	PO0155243	BINDERS/LAMINATING POUCHES	70.90

SAFETY TOTAL **104.14**

FUND 10 DEPT 150 - PR/ETN/MARKETING

AT&T*PREMIER EBIL	PO0155243	IPAD DATA PLAN 4/19	16.58
STAPLES 00106633	PO0155243	STATIONARY SUPPLIES/MAYORAL RECEPTION	23.97

PR/ETN/MARKETING TOTAL **40.55**

FUND 10 DEPT 200 - GENERAL GOVERNMENT

GOLDEN CORRAL - #636	PO0155243	MEAL/COMMISSION MTG	175.00
SOUTHWES 5262469034743	PO0155243	AIRFARE/WASHINGTON DC TRIP/G PANKONIN	663.96

GENERAL GOVERNMENT TOTAL **838.96**

FUND 10 DEPT 210 - ACCOUNTING

AT&T*PREMIER EBIL	PO0155243	IPAD DATA PLAN 210 4/19	16.57
EL PATIO MEXICAN GRILL	PO0155243	MEAL (9)/EMPLOYEE APPRECIATION	114.69

ACCOUNTING TOTAL **131.26**

PURCHASING CARD CLAIMS LIST

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FUND 10 DEPT 250 - INFORMATION TECHNOLOGY

AMZN MKTP US*MZ5D60061	PO0155243	SURGE PROTECTOR/HEATSET/BATTERIES	381.74
AT&T*PREMIER EBIL	PO0155243	IPAD DATA PLAN 250 4/19	16.57
ATWOOD 01 ENID	PO0155243	CONCRETE BLOCKS/RUBBER MAT	61.89
COTPA PARKING 40529725	PO0155243	INTERFACE CONFERENCE PARKING	10.00
DMI* DELL HLTHCR/PTR	PO0155243	LAPTOP SCREEN	158.99
LOCKE SUPPLY WE ENID	PO0155243	WALL PLATE MOUNTING SCREWS	8.30
OREILLY AUTO #0188	PO0155243	COIN BATTERIES	9.98
PAYPAL *LIQUIDFILES	PO0155243	SFTP LICENSE RENEWAL	199.00
RB AKINS COMPANY	PO0155243	(CREDIT) TAX REFUND	(18.16)
STUART C IRBY	PO0155243	CORD GRIP	20.86
WM SUPERCENTER #499	PO0155243	COFFEE	54.88

INFORMATION TECHNOLOGY TOTAL **904.05**

FUND 10 DEPT 350 - CODE ENFORCEMENT

ALL AMERICAN PIZZA	PO0155243	LODGING/CODE TRAINING/T TINGLER	5.99
AMAZON.COM	PO0155243	(CREDIT) RETURN OFFICE CHAIR	(58.35)
ARBY'S 5001013	PO0155243	MEAL (2)/OMIA CEU CLASS/C SMITH	18.24
AT&T*PREMIER EBIL	PO0155243	TABLET DATA PLAN 4/19	111.94
BEST WESTERN PLUS NORMAN	PO0155243	MEAL/CODE TRAINING/T TINGLER	94.00
COMFORT INN AND SUITES	PO0155243	LODGING/OMIA CEU CLASS/C SMITH	168.00
HOLIDAY INN EXPRESS	PO0155243	MEAL/CODE TRAINING/P ANSTEAD	109.99
INT'L CODE COUNCIL INC	PO0155243	ZONING TRAINING/B HENRY	69.00
LUCILLE S ROADHOUSE	PO0155243	MEAL/CODE TRAINING/P ANSTEAD	30.98
MCDONALD'S F33494	PO0155243	MEAL/CODE TRAINING/T TINGLER	7.29
OKLAHOMA MUNICIPAL LEAGUE	PO0155243	PROPERTY MAINTENANCE CLASS/T TINGLER	165.00
PP*OMIA	PO0155243	OMIA CEU CLASS/C SMITH	150.00
YOKOZUNA CHISHOLM CREEK	PO0155243	MEAL/CODE TRAINING/T TINGLER	31.62

CODE ENFORCEMENT TOTAL **903.70**

FUND 10 DEPT 400 - ENGINEERING

AMZN MKTP US*MZ95H1N1	PO0155243	MICRO-SD CARDS/CARD READER	71.43
ASCE PURCHASING	PO0155243	HEC-RAS WEBINAR FEE/M KATTA	99.00
AT&T*PREMIER EBIL	PO0155243	IPAD DATA PLAN 400 4/19	44.19
COMFORT INN AND SUITES	PO0155243	LODGING/CEU TRAINING/D DORRELL	237.00
MARGARITAVILLE OF OKLA	PO0155243	MEAL (2)/OFMA CONF	40.98
OUTBACK 3723	PO0155243	MEAL (3)/CEU TRAINING/D DORRELL	104.52
PP*OMIA	PO0155243	CEU TRAINING/D DORRELL	150.00
RIVER SPIRIT HOTEL	PO0155243	LODGING/OFMA CONF/C GDANSKI	138.13

ENGINEERING TOTAL **885.25**

FUND 10 DEPT 700 - PUBLIC WORKS MGMT

029 BRAUMS STORE	PO0155243	MEAL (12)/DEPT MEETING	17.97
AMZN MKTP US*MZ32Y6PF2	PO0155243	FLAG/FLAG POLE/PHONE CORD	110.99
AT&T*BILL PAYMENT	PO0155243	IPAD DATA PLAN 4/19	75.46
ENID WINNELSON CO	PO0155243	FLUSH VALVES/STOPS/RISER/FITTINGS	763.12
HUGHES LUMBER COMPANY	PO0155243	FINE FINISH BLADE	23.69
INDUSTRIAL MATERIALS	PO0155243	DOOR KNOB	105.00
KINNUNEN SALES AND REN	PO0155243	ALL SPORT DRINK MIX	34.58
LOCKE SUPPLY - ENID	PO0155243	LAVATORY RISER	8.93
LOWES #00205*	PO0155243	MIRRORS (2)	66.22
ULTRA BRIGHT LIGHTZ	PO0155243	V639 STROBE	174.99
WAL-MART #4390	PO0155243	COFFEE/LYSOL WIPES	46.91
WW STARR LUMBER ENID	PO0155243	PLYWOOD	130.34

PUBLIC WORKS MGMT TOTAL **1,558.20**

PURCHASING CARD CLAIMS LIST

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FUND 10 DEPT 710 - FLEET MGMT

AMAZON.COM*MZ13Q2X72	PO0155243	PHONE CASE	31.23
AMZN MKTP US*MW9BA4YX0	PO0155243	DISPLAY ADAPTERS (3)	25.98
ENID WINNELSON CO	PO0155243	CLOSET REPAIR KIT/BOLT	39.44
SQ *SQ *PLATINUM PAINT	PO0155243	V347 FIBERGLASS WORK	175.00
WM SUPERCENTER #4390	PO0155243	COFFEE	62.93
WW STARR LUMBER ENID	PO0155243	CAULKING	10.10

<u>FLEET MGMT TOTAL</u>	<u>344.68</u>
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FUND 10 DEPT 730 - PARKS & RECREATION

029 BRAUMS STORE	PO0155243	DEPARTMENT MEETING (12)	17.97
2000 CED	PO0155243	CONDUIT/FITTINGS	78.79
24HOURWRISTBANDS.COM	PO0155243	STADIUM CUPS/CAMPING IN THE PARK	160.06
A1 SECURITY CAMERAS LLC	PO0155243	CAMERAS (3)/CHAMPION GYM	733.27
AMERICAN RED CROSS	PO0155243	LIFEGUARD MANUALS	144.35
AMZN MKTP US*MZ6VT7TD0	PO0155243	BALLFIELD DRAG MAT/CABLE PROTECTOR	457.73
AT&T*BILL PAYMENT	PO0155243	IPAD DATA PLAN 4/19	144.54
ATWOOD 01 ENID	PO0155243	BOTTLE WATER/PALLET	167.16
DOG WASTE DEPOT	PO0155243	DOG WASTE DISPENSER BAGS	265.98
ENID WINNELSON CO	PO0155243	PLUMBING FITTINGS	28.88
FASTENAL COMPANY01	PO0155243	WASHERS/LOCKNUT/BOLTS/DRILL BIT	167.29
ICON ENTERPRISES INC	PO0155243	REC 1 MONTHLY FEE 3/19	100.00
JOHNSTON SEED COMPANY	PO0155243	HERBICIDE	278.20
JP SUPPLY	PO0155243	TISSUE/TOWELS/LINERS	176.98
KINNUNEN SALES AND REN	PO0155243	NITRILE GLOVES/LEATHER GLOVES/GLASSES	432.77
LOCKE SUPPLY WE ENID	PO0155243	LIGHT FIXTURES/PVC CUTTER	596.80
LOWES #00205*	PO0155243	CONCRETE BAGS/PAVERS/FITTINGS/STAIN	1,441.78
MUNN SUPPLY	PO0155243	CO2 GAS	31.00
OREILLY AUTO #0215	PO0155243	RATCHET STRAPS (2)/BUNGEE CORDS (3)	51.82
PAYPAL *QUALITYPUNC	PO0155243	PATCHES (200)/CAMPING IN THE PARK EVENT	275.00
PREMIER IMAGE SCREEN	PO0155243	TSHIRTS (35)/ARBOR DAY CELEBRATION	432.65
RIVERSIDE PICKUP	PO0155243	V651 REAR AXLE	517.50
SHERWIN WILLIAMS 70718	PO0155243	SPRAY PAINT (12)	75.48
SIGNWAREHOUSE.COM	PO0155243	INK CARTRIDGES/BANNERS	416.00
SQU*SQ *A W BRUEGGEMAN	PO0155243	BOLTS (4)	84.00
STAPLES 00106633	PO0155243	STAPLES	17.77
STUART C IRBY	PO0155243	RECEPTACLES	69.55
WAL-MART #0499	PO0155243	PRINTER PAPER	29.93
WINCHELL S # 580	PO0155243	MEAL (15)/EMPLOYEE APPRECIATION	16.98
WM SUPERCENTER #4390	PO0155243	PLASTICWARE/PAPER PLATES	16.09
WRISTBANDCOM*WRISTBAND	PO0155243	WRISTBANDS (1000)/CAMPING IN THE PARK	96.90
WW STARR LUMBER ENID	PO0155243	LIONS PARK GOAL/LUMBER	86.68

<u>PARKS & RECREATION TOTAL</u>	<u>7,609.90</u>
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FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT

ALBRIGHT STEEL WIRE	PO0155243	PINS	21.00
AT&T*PREMIER EBIL	PO0155243	IPAD DATA PLAN 4/19	179.09
FOUR J'S TIRE SERV	PO0155243	V590 TIRES (2)	680.00
LOWES #00205*	PO0155243	SCREWS/CLAMP	55.94
MCDONALD'S F2149	PO0155243	MEAL (12)/DEPT MEETING	24.00
MEXICO JOES	PO0155243	MEAL (3)/LTAP TRAINING	43.25
PIZZA HUT #031752	PO0155243	MEAL (2)/DEPT MEETING	19.19
SHERWIN WILLIAMS 70718	PO0155243	STAIN	23.01
STAPLES 00106633	PO0155243	INK CARTRIDGE	83.99
STEVENS FORD	PO0155243	V114 TRANSMISSION FILTER	28.36
WAL-MART #0499	PO0155243	BOOK CASE	27.44
WM SUPERCENTER #499	PO0155243	KEYBOARD/POWER STRIP	84.58
WW STARR LUMBER ENID	PO0155243	WINDOWS/PLYWOOD/CASING/SPIKE	915.07

<u>STRMWTR & ROADWAY MAINT TOTAL</u>	<u>2,184.92</u>
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PURCHASING CARD CLAIMS LIST

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FUND 10 DEPT 750 - TECHNICAL SERVICES

ALBRIGHT STEEL WIRE	PO0155243	METAL PANELS/SCREWS	301.10
AMAZON.COM*MZ7X530S2	PO0155243	PHONE CASE	29.49
AT&T*PREMIER EBIL	PO0155243	IPAD DATA PLAN 4/19	209.06
ATWOOD 01 ENID	PO0155243	ROPE/PLIERS/WRENCH	86.72
BB MACHINE & SUPPLY	PO0155243	HOSES/STEMS	54.32
ENID WINNELSON CO	PO0155243	PLUG	12.26
GOLDEN CHICK	PO0155243	MEAL (6)/DEPT MEETING	38.99
HUGHES LUMBER COMPANY	PO0155243	CEMENT GRAVEL MIX	12.44
INT*IN *OSBURN ASSOC	PO0155243	VINYL	468.00
INTUIT *IN *APS FIRECO	PO0155243	FIRE EXTINGUISHERS (2)	87.20
KINNUNEN SALES AND RENTAL	PO0155243	CONCRETE TOOL/CAULK GUN	188.86
KINNUNEN SERVICE CENTER	PO0155243	AUGER	724.98
LOCKE SUPPLY WE ENID	PO0155243	BALLASTS KITS (3)	218.39
LOWES #00205*	PO0155243	SHELVING/CARTS/SILICONE/BLADE SET	1,368.42
PHOENIX HARDWOOD	PO0155243	LUMBER	154.00
SHERWIN WILLIAMS 70718	PO0155243	PAINT TIP/PAINT	317.12
SIGNWAREHOUSE.COM	PO0155243	VINYL	352.00
THE VACUUM CENTER	PO0155243	PULLEY/REAR/FRONT PLATE	86.00
WAKO LLC	PO0155243	V684 HOSE	15.50
WM SUPERCENTER #499	PO0155243	PHONE CASE	39.97
WW STARR LUMBER ENID	PO0155243	PLYWOOD	51.52

TECHNICAL SERVICES TOTAL	4,816.34
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FUND 10 DEPT 900 - LIBRARY

ACE HDWE	PO0155243	DRAIN CLEANER/MEASURING CUP	18.48
AMAZON.COM*MW6HI4UY2	PO0155243	TISSUE	26.87
AMZN MKTP US*MZ01V2HG0	PO0155243	TABLETS/CASES/SCREEN COVERS/ART CANVAS	924.71
AMZN MKTP US*MZ6G49MO1	PO0155243	CHILDREN'S PROGRAM SUPPLIES	626.74
AMZN MKTP US*MZ9KG7881	PO0155243	TEEN PROGRAM SUPPLIES	96.89
AMZN MKTP US*MZ9NC3TT0	PO0155243	GRANT OPTNY IPADS/ACCESSORIES	939.94
AMZN MKTP US*MZ9YX7EB0	PO0155243	BATTERIES	38.95
BAKER & TAYLOR - BOOKS	PO0155243	BOOKS (74)	1,083.35
BRODART BOOKS	PO0155243	BOOKS (110)	1,818.03
BRODART BOOKS	PO0155243	LIBY19-01 BOOK	9.17
CENTER POINT LARGE PRINT	PO0155243	BOOKS (16)	358.92
DEMCO INC	PO0155243	SUMMER READING PROGRAM SUPPLIES	25.45
DOLLAR TREE	PO0155243	CHILDREN'S PROGRAM SUPPLIES	111.00
DSS*ACHIEVMNTPRODUCTS	PO0155243	CHILDREN'S PROGRAM SUPPLIES	68.22
FAMILY DOLLAR #2065	PO0155243	CHILDREN'S PROGRAM SUPPLIES	23.00
FAMILY DOLLAR #2065	PO0155243	TEEN PROGRAM SUPPLIES	16.00
FARMERS TABLE	PO0155243	MEAL (3)/ODL TRAINING	37.04
HOBBY-LOBBY #0008	PO0155243	TEEN PROGRAM SUPPLIES	38.53
JP SUPPLY	PO0155243	FLOOR PADS	12.08
LOWES #00205*	PO0155243	EMPLOYEE ERROR/REIMB VIA CHECK	39.19
LOWES #00205*	PO0155243	SOIL/PLANTS/TUBE LIGHT	206.53
MIDWEST TAPE LLC	PO0155243	DVD (2)/PLAYAWAY (2)	227.90
NAPOLIS ITALIAN RESTAURANT	PO0155243	MEAL (2)/DEPT MEETING	26.96
PAYPAL *GODADDY.COM	PO0155243	ENIDLIBRARY.ORG & .COM DOMAINS	172.70
PUTNAM SIX	PO0155243	BOOKS (2)	29.98
SOUTHWES 5262468365491	PO0155243	AIRFARE (3)/ALA CONF DC	833.88
STAPLES 00106633	PO0155243	NOTEBOOK TABS	20.97
USGOVT PRINT OFC 32	PO0155243	REFUND/BACK ORDERED PUBLICATIONS	(7.50)
WAL-MART #0499	PO0155243	CHILDREN'S PROGRAM SUPPLIES	97.53
WM SUPERCENTER #499	PO0155243	SILICONE/BRUSHES/PAINT	14.73

LIBRARY TOTAL	7,936.24
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PURCHASING CARD CLAIMS LIST

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FUND 10 DEPT 955 - CAPITAL ASSETS & PROJECTS

WW STARR LUMBER ENID	PO0155243	M-1713A WAYFINDING SIGN	125.70
CARTER PAINT COMPANY	PO0155243	M-1713A PAINT	51.30

CAPITAL ASSETS & PROJECTS TOTAL 177.00

FUND 20 DEPT 205 - AIRPORT

AMAZON.COM*MZ2OP9EN1	PO0155243	RAIN SUIT/R MCGEE	47.67
AMAZON.COM*MZ8CM9040	PO0155243	HERBICIDE/SPRAYER BOTTLES/DYE	282.91
AMZN MKTP US*MW1J37WF2	PO0155243	STEEL WIRE	129.68
AMZN MKTP US*MZ6CG50S0	PO0155243	A-1701B ANTENNA ROOF MOUNT	117.00
AT&T O519 8327	PO0155243	PHONE CASE	50.00
ATWOOD 01 ENID	PO0155243	WEEDEATER/EDGER BLADE	270.96
HOBBY-LOBBY #0008	PO0155243	PICTURE FRAMES	1,330.81
LOWES #00205*	PO0155243	BUG BOMB	9.98

AIRPORT TOTAL 2,239.01

FUND 22 DEPT 225 - GOLF

INTUIT *IN *CT REBUILD	PO0155243	MOTOR REBUILD/RANGE CART	709.36
KINNUNEN SALES AND REN	PO0155243	M-1704A LIMESTONE	165.12
LOCKE SUPPLY WE ENID	PO0155243	LED BULBS (25)	157.25
LOWES #00205*	PO0155243	BRACKETS/BOLTS/SCREWS	487.75
OREILLY AUTO #0188	PO0155243	CARBURETOR CLEANER/BATTERY	113.80
PP*OKLAHOMAGOL	PO0155243	REGISTRATION (2)/GCSAA/PGA MEETING	150.00
STAPLES 00106633	PO0155243	INK CARTRIDGE	13.28
THE UPS STORE 5063	PO0155243	SHIPPING FEES	78.90

GOLF TOTAL 1,875.46

FUND 31 DEPT 230 - UTILITY SERVICES

AT&T O519 8327	PO0155243	PHONE CASE	36.69
AUTRY TECHNOLOGY CENTER	PO0155243	CUSTOMER SERVICE TRAINING (2)	78.00
WAL-MART #0499	PO0155243	COFFEE/HEATER	48.80

UTILITY SERVICES TOTAL 163.49

FUND 31 DEPT 760 - SOLID WASTE

AT&T*BILL PAYMENT	PO0155243	IPAD DATA PLAN 4/19	243.60
CHICK-FIL-A #01973	PO0155243	MEAL (2)/RECYCLE CENTER TOUR	15.23
JUMBO FOODS	PO0155243	MEAL (15)/DEPT MEETING	26.97
LOWES #00205*	PO0155243	GATE PARTS	26.68
SCHIEBER'S DONUTS & DELI	PO0155243	MEAL (8)/SAFETY MEETING	16.50
STAPLES 00106633	PO0155243	LABEL CARTRIDGE/FILTERS	39.95
UNITED RADIO-COMMUNICA	PO0155243	2-WAY RADIOS	738.00

SOLID WASTE TOTAL 1,106.93

FUND 31 DEPT 785 - PUBLIC UTILITIES MGMT

AMZN MKTP US*MZ32Y6PF2	PO0155243	FLAG/FLAG POLE/TRAINING ROOM	101.07
DOLLAR-GENERAL #2858	PO0155243	CANDY/SENIOR SHOWCASE	4.50
EXPEDIA 7427474585268	PO0155243	TRAVEL/CARTEGRAPH CONF/L MINTZ	503.87
LOCKE SUPPLY - ENID	PO0155243	FITTINGS	8.93
LOCKE SUPPLY WE ENID	PO0155243	SURFACE MOUNT KITS/LIGHT FIXTURES	229.36
LOWES #00205*	PO0155243	VANITY	896.00
MCALISTER'S DELI 711	PO0155243	MEAL/CWW LAB TRAINING/A RODGERS	9.84
PANDA EXPRESS #2156	PO0155243	MEAL/CWW LAB TRAINING/A RODGERS	6.20
PANERA BREAD #202828	PO0155243	MEAL (2)/CWW LAB TRAINING/A RODGERS	21.75
PP*ITUNES.COM/BILL	PO0155243	IPAD PDF EXPERT APP	9.99

PURCHASING CARD CLAIMS LIST

5-6-19

SHI INTERNATIONAL CORP	PO0155243	OFFICE 2019/ADOBE ACROBAT 2017	637.64
ULTRA BRIGHT LIGHTZ	PO0155243	V682 STROBE	174.99
UPS (800) 811-1648	PO0155243	SHIPPING FEE	24.90
WAL-MART #4390	PO0155243	COFFEE/TEA/SODA	49.74

PUBLIC UTILITIES MGMT TOTAL 2,678.78

FUND 31 DEPT 790 - WATER PRODUCTION

AMZN MKTP US*MZ95H1NL1	PO0155243	TABLET CASES	29.90
JP SUPPLY	PO0155243	DUST PAN	18.17
TWP WIRE MESH INC TWP	PO0155243	WIRE MESH	227.88

WATER PRODUCTION TOTAL 275.95

FUND 31 DEPT 795 - UTILITY MAINTENANCE

ACCURATE ENVIRONMENTAL	PO0155243	DEQ TEST (2)	30.00
AMAZON.COM*MZ9HT9X92	PO0155243	PHONE CASES (5)	99.95
AT&T*PREMIER EBIL	PO0155243	IPAD DATA PLAN 4/19	170.92
FLAMING AUTO SUPPLY	PO0155243	V336 FUSES	13.05
LOWES #00205*	PO0155243	TRASH CANS (2)	94.44

UTILITY MAINTENANCE TOTAL 408.36

FUND 31 DEPT 799 - WASTEWATER PLANT MGMT

ENID WINNELSON CO	PO0155243	PVC PARTS/HEAD CELL	111.90
FOUR J'S TIRE SERV	PO0155243	V113 TIRES (2)	296.00
TELEDYNE INSTRUMENTS	PO0155243	TEMPERATURE SENSOR WIRING	200.00

WASTEWATER PLANT MGMT TOTAL 607.90

FUND 40 DEPT 405 - CAP. IMPROVEMENT

WW STARR LUMBER ENID	PO0155243	M-1907C CAULK	13.98
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CAP. IMPROVEMENT TOTAL 13.98

FUND 51 DEPT 515 - POLICE

ABUELOS OKLAHOMA CITY	PO0155243	MEAL/OHSO SAFETY FORUM/R KING	24.39
AMZN MKTP US*MZ55Z75J1	PO0155243	HEARING PROTECTION (15)	234.71
BAYSINGERS UNIFORMS	PO0155243	GUN HOLSTER/BELTS/HANDCUFF CASES	459.88
CAP FLEET UPFITTERS	PO0155243	TABLET INSTALLATION (7)	746.00
CIRCLE B	PO0155243	V2069 FUEL/CLEET TRAINING	50.00
CREATIVE SERVICES	PO0155243	STICKERS (25,000)	778.95
EARL'S RIB PALACE	PO0155243	MEAL (4)/TRAFFIC SCHOOL/OKC	41.59
FOUR J'S TIRE SERV	PO0155243	V2010 TIRES (4)	373.40
FOUR J'S TIRE SERV	PO0155243	V2075 TIRES (4)	373.40
FUJITSU PC	PO0155243	(CREDIT)/REFUND/TAXES	(53.04)
GALLS	PO0155243	UNIFORM/AC	254.79
HOBBY-LOBBY #0008	PO0155243	PLAQUE	28.99
KATYS PANTRY	PO0155243	MEAL (19)/DISPATCHER WEEK	245.55
KUM & GO #880	PO0155243	V2120 FUEL/POLYGRAPH TRAINING	20.00
LASER-LABS.COM	PO0155243	WINDOW TINT METERS (2)	119.90
PHILLIPS 66 - ONCUE	PO0155243	V2114 FUEL/CLEET GRADUATION	16.27
RIB CRIB #58	PO0155243	MEAL (2)/CLEET GRADUATION	29.56
SAVE A LOT #24925	PO0155243	DRINKS/TRAINING ROOM	102.93
SCHIEBER'S DONUTS & DELI	PO0155243	MEAL (30)/REID SCHOOL	33.00
STAPLES 00106633	PO0155243	EXTERNAL HARDDRIVE	64.99
STEVENS FORD	PO0155243	V2047 STEERING REPAIR	844.61
STOP STICK LTD	PO0155243	CORD REEL (2)	73.00

PURCHASING CARD CLAIMS LIST

5-6-19

TRAPPERS FISH CAMP	PO0155243	MEAL (4)/OSU DRIVER TRAINING	67.70
USPS PO 3928270415	PO0155243	SHIPPING FEES	4.44
WHATABURGER 426 Q26	PO0155243	MEAL (2)/POLYGRAPH TRAINING	17.68

POLICE TOTAL	4,952.69
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FUND 60 DEPT 605 - EECCH

AMZN MKTP US*MW9BA4YX0	PO0155243	EXTERNAL DVD DRIVE	27.55
AT&T*PREMIER EBIL	PO0155243	IPAD DATA PLAN 605 4/19	35.48
DMI* DELL HLTHCR/PTR	PO0155243	LAPTOP COMPUTER	883.04

EECCH TOTAL	946.07
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FUND 65 DEPT 655 - FIRE

A & A EQUIPMENT INC	PO0155243	TRUCK WASH/WAX (1 DRUM)	550.00
AMAZON.COM*MZ5UY5PL1	PO0155243	LADDER GREASE	62.96
AMZN MKTP US*MZ28U6GW2	PO0155243	V1031 WASHER FLUID CAP	8.57
AMZN MKTP US*MZ4SK8QK1	PO0155243	V1005 HEADLIGHTS	141.39
AMZN MKTP US*MZ5E158M1	PO0155243	EXAM GLOVES (4 CASES)/THERMOMETERS (8)	462.88
ATWOOD 01 ENID	PO0155243	LAWNMOWER BATTERY	54.99
BATTERY JUNCTION	PO0155243	FLASHLIGHT (2)	79.90
CONOCO - KEYSTONE	PO0155243	V1005 FUEL/FIRE TRUCK EVALUATION	54.10
DB ELECTRICAL	PO0155243	V1037 GENERATOR SOLENOID	16.07
ELEARNING AMERICAN	PO0155243	BLS INSTRUCTOR ONLINE COURSE (6)	204.00
ENID WINNELSON CO	PO0155243	FLOOR DRAIN REPAIR PARTS	49.85
FAMILY DOLLAR #2065	PO0155243	BLEACH/MUG/GLASSES/BRUSHES	53.80
FIND IT PARTS	PO0155243	V1031 STEERING SHAFT U-JOINT	98.28
GARFIELD FURNITURE INC	PO0155243	SOFA	715.00
HARRINGTON, INC.	PO0155243	GATE HYDRANT VALVE KITS (2)	171.20
HOLIDAY INN EXPRESS	PO0155243	LODGING/CHIEFS CONF/B BURKHART	186.00
INTERSTATE ALL BATTERY	PO0155243	COMPUTER POWER SUPPLY BATTERY (2)	88.10
JUMBO II LLC	PO0155243	SOFT DRINKS/FIRE ACADEMY	38.09
LOWES #00205*	PO0155243	TOILET SEATS (3)	83.94
MHC-KW-OKLAHOM00 OF 00	PO0155243	V1029 BRAKES/ROTOR	3,480.56
MIXER & PLANT PARTS	PO0155243	V1029 COOLANT LEVEL SENSOR	138.87
PANDA EXPRESS #1808	PO0155243	MEAL/CHIEFS CONF/B BURKHART	9.00
PAYPAL *LEADER157	PO0155243	HYDRANT GATE VALVE (2)	350.00
PLANET HEADSET INC	PO0155243	RADIO BATTERY	58.85
QT 23 01000231	PO0155243	V1005 FUEL/FIRE TRUCK EVALUATION	51.66
RAPID DETECT	PO0155243	DRUG TESTING CUPS	209.40
RYDER FLEET PRODUCTS	PO0155243	V1029 COOLANT SIGHT GLASS	40.54
RYDER FLEET PRODUCTS	PO0155243	V1043 COOLANT SIGHT GLASS	40.54
STAPLES 00106633	PO0155243	MOUSE PAD (2)	9.99
THE MAIL ROOM LLC	PO0155243	OIL SAMPLE SHIPPING	5.00
UNITED LINEN	PO0155243	KITCHEN/SHOP TOWELS	75.44
WM SUPERCENTER #499	PO0155243	BATTERIES	25.94

FIRE TOTAL	7,614.91
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FUND 99 DEPT 995 - EPTA

STEVENS FORD	PO0155243	V8570 A/C REPAIR	508.31
TLF*ENID FLORAL	PO0155243	FLOWERS/ADMIN ASSISTANT DAY	45.00

EPTA TOTAL	553.31
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JP MORGANCHASE CLAIMS LIST TOTAL	\$ 55,547.09
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City Commission Meeting

11.1.

Meeting Date: 05/06/2019

SUBJECT:

**DISCUSS AND TAKE NECESSARY ACTION ON THE FISCAL YEAR 2019-2020 ENID MUNICIPAL
AUTHORITY FINANCIAL PLAN.**

City Commission Meeting

11.2.

Meeting Date: 05/06/2019

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$318,151.89.

City Commission Meeting

14.1.

Meeting Date: 05/06/2019

SUBJECT:

DISCUSS AND TAKE NECESSARY ACTION ON THE FISCAL YEAR 2019-2020 ENID ECONOMIC DEVELOPMENT AUTHORITY FINANCIAL PLAN.

City Commission Meeting

14.2.

Meeting Date: 05/06/2019

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$1,202,481.69.

City Commission Meeting

17.1.

Meeting Date: 05/06/2019

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$5,657.51.
