



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 21st 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 MAY 6, 2019 AND THE SPECIAL MEETING OF MAY 9, 2019.
5. AWARDS, PRESENTATIONS, PROCLAMATIONS, AND ORGANIZATIONAL BUSINESS.
 1. PRESENT PET AVAILABLE FOR ADOPTION AT THE CITY ANIMAL SHELTER.
 2. PRESENT NATIONAL PUBLIC WORKS WEEK PROCLAMATION.
 3. CONSIDER APPOINTMENT OF WARD 6 COMMISSIONER TO FILL AN UNEXPIRED TERM THROUGH MAY 2021.

4. **CONSIDER APPOINTMENTS TO THE HISTORIC PRESERVATION COMMISSION, TREE BOARD, LIBRARY BOARD, PUBLIC ARTS COMMISSION OF ENID (PACE), DR. MARTIN LUTHER KING, JR. HOLIDAY COMMISSION, AND FIRE CIVIL SERVICE COMMISSION.**
5. **CONSIDER APPOINTMENTS TO THE VANCE DEVELOPMENT AUTHORITY.**
6. **HEARINGS.**
 1. **CONDUCT A PUBLIC HEARING TO DISCUSS THE FISCAL YEAR 2019 ANNUAL ACTION PLAN TO CONSIDER \$424,875.00 OF PROPOSED ALLOCATIONS AS RECOMMENDED BY THE MAYOR AND COMMISSION FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM.**
 2. **CONSIDER A RESOLUTION ADOPTING THE FISCAL YEAR 2019 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM AND BUDGET FOR THE 2019-2020 PROGRAM YEAR, AND AUTHORIZE THE CDBG DIRECTOR TO SUBMIT THE PLAN TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.**
 3. **CONDUCT A PUBLIC HEARING ON THE PROPOSED 2019-2020 CITY OF ENID BUDGET AND RELATED AUTHORITIES FINANCIAL PLANS.**
 4. **DISCUSS AND TAKE NECESSARY ACTION ON THE FISCAL YEAR 2019-2020 CITY OF ENID BUDGET.**
7. **ADMINISTRATION.**
 1. **APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH HOLTZEN ENGINEERING GROUP, ENID, OKLAHOMA, IN THE AMOUNT OF \$14,500.00, FOR DESIGN OF PROJECT NO. M-1801C, ENID LANDFILL EXPANSION CELL 11E.**
 2. **CONSIDER A REQUEST FOR A SIDEWALK VARIANCE FROM RANDY MILLER, FOR PROPERTY LOCATED AT 4817 EAST WILLOW ROAD.**
 3. **CONSIDER A RESOLUTION AMENDING THE 2018-2019 AIRPORT FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$200,000.00 TO INCREASE THE 2018-2019 APPROPRIATED AMOUNTS FOR THE AIRPORT DEPARTMENT.**
 4. **CONSIDER A RESOLUTION AMENDING THE 2018-2019 HEALTH FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$700,000.00 TO INCREASE THE 2018-2019 APPROPRIATED AMOUNTS FOR THE HEALTH DEPARTMENT.**
 5. **CONSIDER A RESOLUTION AMENDING THE 2018-2019 GENERAL FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$1,100,000.00 TO INCREASE THE 2018-2019 APPROPRIATED AMOUNTS FOR THE GENERAL FUND SALES TAX TRANSFERS DEPARTMENT.**
 6. **CONSIDER A RESOLUTION NAMING THE JOINT-USE PLANNING ROOM AT THE ENID WOODRING REGIONAL AIRPORT FOR LIEUTENANT COLONEL DAVE CHAEL, USAF (RETIRED).**

8. CONSENT.

- 1. ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM THE MICHAEL J. CURBY LIVING TRUST OF NOBLE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R3, PARCEL NO. N-073, IN THE AMOUNT OF \$14,075.00, AND AUTHORIZE PAYMENT.**
- 2. ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM CHRIS AND JANE ODENWALD OF NOBLE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R3, PARCEL NO. N-079, IN THE AMOUNT OF \$4,600.00, AND AUTHORIZE PAYMENT.**
- 3. ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM GARY LEROY OSBORN SR., GARY LEROY OSBORN JR., AND CHERISA LEE OSBORN, OF OSAGE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R2, PARCEL NO. O-062, IN THE AMOUNT OF \$10,400.00, AND AUTHORIZE PAYMENT.**
- 4. ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM TERRY LEE SNEED OF OSAGE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R2, PARCEL NO. O-077, IN THE AMOUNT OF \$10,200.00, AND AUTHORIZE PAYMENT.**
- 5. ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM LARRY K. AND SUSAN K. KIENHOLZ OF NOBLE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R3, PARCEL NO. N-029, IN THE AMOUNT OF \$11,350.00, AND AUTHORIZE PAYMENT.**
- 6. ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM LARRY K. AND SUSAN K. KIENHOLZ OF NOBLE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R3, PARCEL NO. N-030, IN THE AMOUNT OF \$11,275.00, AND AUTHORIZE PAYMENT.**
- 7. ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM EVIN E. PIERCE OF NOBLE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R3, PARCEL NO. N-020, IN THE AMOUNT OF \$14,075.00, AND AUTHORIZE PAYMENT.**
- 8. ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM RICHARD L. SPRINGER OF NOBLE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R3, PARCEL NO. N-035, IN THE AMOUNT OF \$14,300.00, AND AUTHORIZE PAYMENT.**

9. ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM JILL A. EVANS OF NOBLE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R3, PARCEL NO. N-037, IN THE AMOUNT OF \$4,725.00, AND AUTHORIZE PAYMENT.
10. ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM THE MICHAEL J. CURBY LIVING TRUST OF NOBLE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R3, PARCEL NO. N-067, IN THE AMOUNT OF \$10,525.00, AND AUTHORIZE PAYMENT.
11. ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE CONSTRUCTION EASEMENT FROM THE BETTY LOU MARTIN REVOCABLE TRUST OF NOBLE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R3, PARCEL NO. N-071, IN THE AMOUNT OF \$8,500.00, AND AUTHORIZE PAYMENT.
12. APPROVE CHANGE ORDER NO. 2 WITH BEVERAGES CONSTRUCTION, LLC, CRESCENT, OKLAHOMA, FOR PROJECT NO. F-1803C, CHESTNUT WEST DETENTION CONSTRUCTION, PHASE 1, TO ADD 45 CALENDAR DAYS TO THE CONTRACT AND AUTHORIZE THE MAYOR TO EXECUTE ALL RELATED DOCUMENTS.
13. AWARD A CONTRACT TO RICK LORENZ CONSTRUCTION, INC., ENID, OKLAHOMA, FOR PROJECT NO. R-1903C, ADM TRUCK LANE PROJECT, IN THE AMOUNT OF \$128,654.28.
14. CONSIDER APPROVAL OF RESOLUTION TO EXECUTE AN AGREEMENT ESTABLISHING MEMBERSHIP WITH THE OKLAHOMA MUNICIPAL ASSURANCE GROUP (OMAG).
15. APPROVE THE EXECUTION OF THE FOURTH AMENDMENT TO THE MANAGEMENT AGREEMENT BETWEEN THE CITY OF ENID AND GLOBAL SPECTRUM, LLC.
16. APPROVE AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF ENID AND ANCHORED CAPITAL 3 INVESTMENTS, LLC.
17. APPROVAL OF CLAIMS IN THE AMOUNT OF \$3,386,373.90
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. **CONSIDER APPROVAL AND AUTHORIZE EXECUTION OF THE FIRST AMENDMENT TO THE AGREEMENT FOR OPERATIONS, MAINTENANCE, AND MANAGEMENT SERVICES FOR WATER RECLAMATION FACILITY BETWEEN STOVER & ASSOCIATES, INC. AND THE ENID MUNICIPAL AUTHORITY.**
3. **APPROVAL OF CLAIMS IN THE AMOUNT OF \$342,885.88.**
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 \$49,409.73.**
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. **DISCUSS AND TAKE NECESSARY ACTION ON THE FISCAL YEAR 2019-2020 ENID PUBLIC TRANSPORTATION AUTHORITY FINANCIAL PLAN.**
 2. **APPROVAL OF CLAIMS IN THE AMOUNT OF \$1,558.15.**
18. **ADJOURN TO RECONVENE AS THE ENID CITY COMMISSION.**
19. **PUBLIC COMMENTS.**
20. **CONSIDER CONVENING INTO EXECUTIVE SESSION TO DISCUSS PENDING LITIGATION, MELVIN KEY V. CITY OF ENID, AND AUTHORIZE REPRESENTATIVES WITH SETTLEMENT AUTHORITY TO ATTEND A MEDIATION ON MAY 29, 2019; AND RECONVENE INTO REGULAR SESSION TO TAKE ANY ACTION AS IS DEEMED APPROPRIATE AND NECESSARY.**
21. **ADJOURN.**

City Commission Meeting

4.

Meeting Date: 05/21/2019

SUBJECT:

**CONSIDER APPROVAL OF MINUTES OF THE REGULAR COMMISSION MEETING OF MAY 6, 2019
AND THE SPECIAL MEETING OF MAY 9, 2019.**

Attachments

Minutes

Special Meeting 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 6TH DAY OF MAY 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 6th day of May 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 3rd day of May 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, City Engineer Robert Hitt, Public Utilities Director Lou Mintz, Planning Administrator Chris Bauer, Fire Chief Joe Jackson, Police Captain Bryan Skaggs, Director of Marketing and Public Relations Steve Kime, Human Resources Director Sonya Key, and Ex-Officio Member Colonel Corey Simmons.

Pastor Randy Mitchell of the First United Methodist Church of Enid gave the Invocation, and the Flag Salute was led by Colonel Corey Simmons.

Motion was made by Commissioner Janzen and seconded by Commissioner Norwood to approve the minutes of the regular Commission meeting of April 16, 2019, and the vote was as follows:

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

NAY: None.

Animal Control Officer David Handley presented “Eggster”, a 2-year-old male American Bulldog mix available for adoption at the Enid Animal Shelter.

City Engineer Robert Hitt, who had recently announced his retirement from the City of Enid, was recognized for his thirty-seven years of commitment and service with the City.

A Proclamation was read and presented proclaiming the week of May 6-11, 2019 as “National Economic Development Week”.

A Proclamation was read and presented proclaiming May 18, 2019 as “Kids to Parks Day”.

Mayor William E. Shewey, Commissioner Ron Janzen (Ward 1), and Commissioner Tammy Wilson (Ward 5) were recognized for their dedication in serving the city of Enid and commitment in representing the citizens of Enid for the past eight years.

Municipal Judge James Long administered the Oath of Office to newly elected Mayor George C. Pankonin, Ward 1 Commissioner Jerry Allen, Ward 2 Commissioner Derwin Norwood, Jr., and Ward 5 Commissioner Rob Stallings, after which time all four took their respective seats on the Commission.

A hearing was conducted regarding a rezoning for property described as Lot 5, Block 2, Lahoma Addition, located at 603 South Cleveland Street, from C-1 Light Commercial to C-3 General Commercial District.

Planning Administrator Chris Bauer spoke regarding the proposed rezoning, explaining that this location was within a Community Center per the Comprehensive Plan. Rezoning to C-3 would match the zoning to the east of the property. He noted that there was adequate access to road, sewer, and water for this property to support the rezoning.

At their meeting of April 15, 2019, the Metropolitan Area Planning Commission (MAPC) unanimously recommended approval of the rezoning.

Having no comment, the hearing concluded.

Motion was made by Commissioner Ezzell and seconded by Commissioner Waddell to adopt 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, and the vote was as follows:

AYE: Commissioners Allen, Norwood, Ezzell, Waddell, Stallings and Mayor Pankonin.

NAY: None.

ORDINANCE NO. 2019-07

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.

A hearing was held regarding 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.

Planning Administrator Chris Bauer spoke regarding the proposed rezoning, noting that this property was directly south of the property located 603 South Cleveland Street, which had just been approved for rezoning.

The MAPC had reviewed the request at their meeting of April 15, 2019. It was determined that there was adequate road, water, and sewer to support the rezoning. It was noted that the MAPC unanimously recommended approval of the rezoning.

Having no comment, the hearing concluded.

Motion was made by Commissioner Ezzell and seconded by Commissioner Waddell to adopt 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, and the vote was as follows:

AYE: Commissioners Allen, Norwood, Ezzell, Waddell, Stallings and Mayor Pankonin.

NAY: None.

ORDINANCE NO. 2019-08

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.

A hearing was held regarding 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.

Planning Administrator Chris Bauer explained that this property was located in a Community Center. There was access on West Garriott Road to the property, and there was access to water and sewer.

The MAPC, at their meeting of April 15, 2019, unanimously recommended approval of the rezoning.

Having no comment, the hearing concluded.

Motion was made by Commissioner Ezzell and seconded by Commissioner Waddell to adopt 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 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, and the vote was as follows:

AYE: Commissioners Allen, Norwood, Ezzell, Waddell, Stallings and Mayor Pankonin.

NAY: None.

ORDINANCE NO. 2019-09

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.

A hearing was held regarding a rezoning for property described as Block 1, Lots 1, 2, 3, 4, 13, 14, 15 and 16, Block 2, Original Townsite of the 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.

Planning Administrator Chris Bauer noted that this property was located just outside of the Neighborhood Center at East Broadway Avenue and North 10th Street. It was located in the Broadway Corridor and a Redeveloping Neighborhood. The SU area was occupied by the Longfellow Middle School, and the property proposed for rezoning was property that the school had acquired, to the west of the existing campus. The applicant planned to develop soccer fields and a playground for the school at this location. It was noted that there was adequate access to road, water, and sewer to support the rezoning.

It was noted that at their meeting of April 15, 2019, the MAPC unanimously recommended approval of the rezoning.

Having no comment, the hearing concluded.

Motion was made by Commissioner Ezzell and seconded by Commissioner Norwood to adopt 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 the 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 Special Use District and describing the same, to amend the Zoning Map accordingly; providing for repealer, savings clause, severability and codification, and the vote was as follows:

AYE: Commissioners Allen, Norwood, Ezzell, Waddell, Stallings and Mayor Pankonin.

NAY: None.

ORDINANCE NO. 2019-10

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.

A hearing was held regarding 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.

Planning Administrator Chris Bauer explained that the proposed property was located in a traditional neighborhood, and was immediately to the east of the Integris Bass Baptist Cardiovascular Center. The property was the location of Dr. Bill E. Taylor's dental office. The applicant had proposed the rezoning to have the property zoned correctly for how it was being used. It was determined that there was adequate road, sewer, and water to support the rezoning.

It was noted that their meeting of April 15, 2019, the MAPC unanimously recommended approval of the rezoning.

Following brief discussion regarding the general uses of SU, the hearing concluded.

Motion was made by Commissioner Waddell and seconded by Commissioner Norwood to adopt 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 General Commercial District and describing the same, to amend the Zoning Map accordingly; providing for repealer, savings clause, severability and codification, and the vote was as follows:

AYE: Commissioners Allen, Norwood, Ezzell, Waddell, Stallings and Mayor Pankonin.

NAY: None.

ORDINANCE NO. 2019-11

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.

Chief Financial Officer Erin Crawford addressed commissioners regarding the Fiscal Year 2019-2020 City of Enid Budget. She presented an opportunity for commissioners to address any questions or take action on any items in the budget that had been discussed in Study Session.

Ms. Crawford began the discussion with the Enid Event Center Fund. She presented a brief presentation regarding the revenue in this fund, noting that a slight increase in revenue was expected. Hotel tax was expected to come in slightly over budget and Spectra was expected to come in slightly over budget for the running of the Stride Bank Center Buildings. For expenditures, the trend was up. As there was higher hotel tax, there were higher payouts to Garfield County for their share of those taxes collected. There were also more operations expenses related to those higher revenues for Spectra.

Capital Outlay also had a higher amount budgeted for the year. The hope was to continue to trend that up, so that there was enough in the fund in case something that served the large facility, for example, if an air conditioner went out, had to be repaired or replaced, as needed, throughout the year.

She presented a brief overview of the Event Center Fund budget without Spectra’s portion. The proposed FY20 budget. Hotel tax was projected to come in at \$1.45 million, 8% charged on hotel rooms. By ordinance, 3% of the tax collected goes to Garfield County, which left \$906,250.00 in revenue from hotel tax for the City to spend in this fund. There were also some interest earnings that were a little higher, since there had been a little fund balance built up in this fund, which would help take care of the capital items.

Visit Enid had proposed the same budget of \$475,000.00, which came out of these revenues. There was insurance on the building to cover. The Spectra contract incentive was 7 1/2% of their food and beverage, which had continued to go up, which resulted in a slight increase in that line item. Staff were able to increase the capital budget item up to \$219,000.00, which they felt comfortable with, but if it could be a little higher, they would be even more comfortable, in case there was anything large that needed repaired or replaced. Otherwise, if not budgeted, money would have to be drawn from EMA, in the case of any larger issues. After all of these items, that left \$111,245.00 from hotel tax. It still needed a transfer from EMA of \$325,000.00, which brought the Spectra Operating Supplement to \$436,245.00. Last fiscal year, the budgeted amount was \$480,342.00, they were projected to have a \$44,097.00 decrease in their deficit for the next year.

Kevin Boryczki, General Manager of the Stride Center, provided a brief overview of Spectra. For FY19, they were projected to have a record number of events. They had projected to have 389 events, all accomplished with 12 full-time staff. The event operating income would come in at \$553,764.00, personnel and operating expenses was well under what was budgeted coming into the current fiscal year, and other income coming in at \$383,982. The fund was budgeted for a net operating income of \$485,000.00, but were projecting the year to come in at a \$445,699.00 deficit. This was about \$35,000.00 better, at the moment, than what was budgeted. Additionally, he provided a comparison of the event mix by category for the two years.

Some details about Fiscal Year 2020 for Stride Bank Center included \$604,769.00 in direct event revenue and \$932,564.00 in ancillary revenue, resulting in a gross event operating revenue of \$1,537,301.00. The expenses from events would be approximately \$847,765.00, leaving a net event operating income of \$689,536.00. Other income and sponsorships were up slightly to \$385,000.00, which left a net operating income of \$1,074,536.00. Taking out indirect expenses of \$1,510,779.00, they expected to be operating with a deficit of \$436,243.00. This would be the best ever for the Stride Bank Center.

Mr. Boryczki presented a brief overview of the Visitor's Center financial budget for Fiscal Year 2020, also. The sales tax revenue request for funding had not changed, and stayed at \$475,000.00. Money was raised from the sale of items that they had in their store, visitor guide ads, and there were some savings that they had in the current year, which could help supplement their budget to cover anything that might go over.

He noted that the areas where they expected to see some growth were in hotel/long term business, conferences and conventions, sporting events, building database, continued diversity of events, and off-site food and beverage. Additionally, a brief overview of specific events that would be coming was provided.

A brief discussion was held regarding the risk-reward balance of some higher-risk or self-promoted events, and the potential of drawing more out of town guests to town and spending money here.

Having no further comment, the discussion concluded.

A hearing was held regarding 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.

City Attorney Carol Lahman explained that the Federal Telecommunications Act of 1996 had complicated our procedures for approving cell towers. We had an ordinance that was suggested by the Joint Land-Use Study (JLUS), and had sent the ordinance to Mr. Mike Cooper, to Vance Air Force Base, and others for review. Previously, we had approved cell towers, only reviewed by the variance process. The variance process had been in place for a very long time. Ms. Lahman had drafted the special exceptions to be precisely what was required for what would be considered in order to approve a telecommunication facility. The special exceptions would allow you to craft specifically what the developer is supposed to look at.

The Telecommunications Act didn't provide a lot of leeway for presenting our objections for where cell towers needed to go. The purpose of this ordinance was to tailor a way that the City could have their say regarding telecommunication facilities locations, particularly where Vance Air Force Base is affected.

Having no comment, the hearing concluded.

Motion was made by Commissioner Ezzell and seconded by Commissioner Norwood to adopt 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, and the vote was as follows:

AYE: Commissioners Allen, Norwood, Ezzell, Waddell, Stallings and Mayor Pankonin.

NAY: None.

ORDINANCE NO. 2019-12

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.

A hearing was held regarding an Ordinance amending 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.

City Attorney Carol Lahman explained that this law had gone into effect in November 2018, but it took a while to get all of the approvals. This ordinance pertained to tiny wireless modules that most cities were being asked to put on their electric polls, but in Enid, OG & E had ownership of the poles, not the City. The law says that these small wireless facilities had to be permitted for use in all zoning districts except those zoned for residential single-family or duplex use. This ordinance provides for permitted use of these small wireless facilities.

Motion was made by Commissioner Ezzell and seconded by Commissioner Waddell to adopt 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 the vote was as follows:

AYE: Commissioners Allen, Norwood, Ezzell, Waddell, Stallings and Mayor Pankonin.

NAY: None.

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

AYE: Commissioners Allen, Norwood, Ezzell, Waddell, Stallings and Mayor Pankonin.

NAY: None.

ORDINANCE NO. 2019-13

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.

It was noted by City Attorney Carol Lahman that Item 8.13, Approve Amended And Restated Purchase and Sale Agreement Between The City Of Enid And Anchored Capital 3 Investments, LLC, would be pulled from consideration, due to a revision needed in the drafting of said agreement, and moved to the agenda of May 21, 2019.

Motion was made by Commissioner Ezzell to approve staff recommendations on the following consent items as listed, except for Items 8.4, 8.5, and 8.13.

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

AYE: Commissioners Allen, Norwood, Ezzell, Waddell, Stallings and Mayor Pankonin.

NAY: None.

- (1) Acceptance of Permit No. WL000024190223 from the Oklahoma Department of Environmental Quality (ODEQ) for Project No. W-1908C, to construct a water line to serve the new soccer complex;
- (2) Approval to set 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 NW/4 of Section 13, Township 22, Range 7 West of the Indian Meridian, for proposed redevelopment;
- (3) Acceptance of Permit No. SL000024190224 from the Oklahoma Department of Environmental Quality (ODEQ) for Project No. S-1908C, to construct a sewer line to serve the new soccer park development;
- (4) Approval of contract award for Project No. R-1902C, 2019 Arterial Street Program, to the lowest responsible bidder, Cummins Construction Co., Inc., Enid, Oklahoma, in the amount of \$546,994.00; and authorize the Mayor to execute all contract documents;

- (5) Approval of contract award for Project No. W-1908C, Soccer Park Water Improvements, to the lowest responsible bidder, Luckinbill, Inc., Enid, Oklahoma, in the amount of \$342,772.00; and authorize the Mayor to execute all contract documents;
- (6) Approval of contract award for Project No. S-1908C, Soccer Park Sanitary Sewer Improvements, to the lowest responsible bidder, Luckinbill, Inc., Enid, Oklahoma, in the amount of \$139,861.00; and authorize the Mayor to execute all contract documents;
- (7) Approval of contract award for Project No. S-1901C, 2019 Sanitary Sewer Video Inspections, to the lowest responsible bidder, Luckinbill, Inc., Enid, Oklahoma, in the amount of \$237,958.70; and authorize the Mayor to execute all contract documents;
- (8) Acceptance of the following described Public Highway Easement from SRR Enterprises, for Right-of-Way at 552 North 7th Street, to allow for construction of a new sidewalk 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;

(Copy Description)

- (9) Acceptance of the following described Public Highway Easement from Gary D. Smith, for Right-of-Way at 551 North 7th Street, to allow for construction of a new sidewalk 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;

(Copy Description)

- (10) Approve the ratification of hiring of Connor & Winters, LLP for the drafting of a Construction Manager at Risk Agreement for the construction of the Kaw Pipeline, and to represent the City as it relates to the Construction Management Project delivery method;

and

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

(List Claims)

Motion was made by Commissioner Ezzell to approve Item 8.4, 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, and Item 8.5 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.

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

AYE: Commissioners Allen, Norwood, Ezzell, Waddell and Mayor Pankonin.

NAY: None.

Commissioner Stallings abstained from the vote.

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

- TRUSTEES OF THE ENID MUNICIPAL AUTHORITY -

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

ABSENT: None.

Accounting Manager Jennifer Smith addressed the Authority regarding the Fiscal Year 2019-2020 Enid Municipal Authority (EMA) Financial Plan, noting that there was a balanced budget presented for EMA.

Personnel was \$4.4 million, which was approximately 7.7% of the entire budget for EMA. Operations was 56.2% of the total EMA. Capital Outlay was 2.7%. Debt Services was 33.4% of the total EMA budget.

A comparison with Fiscal Year 2019 was presented. There was an increase in revenues of \$4.3 million. Debt was related to the Kaw Lake Water Supply Program. Operations increased \$1.5 million. \$1.375 million of that amount was the increased transfer to General Fund. Of the \$4.3 million increase in revenues, \$3.5 million of that was water. Personnel was an overall of the collective bargaining agreements and health increases.

Ms. Smith provided a brief overview of the percentages of revenue by classification. Sales tax accounted for 31% of EMA revenue, while the remaining 69% were utility revenues.

Water shows an increase of \$3.5 million. Water, Stormwater, and trash services were all based on what was projected to end the current fiscal year. There was no change in sewer. \$200,000.00 of the increase in the miscellaneous increase was the grinder trade-in expected when a new grinder is acquired. Sales tax was the 2% increase of \$352,000.00 from General Fund and the 2% across the board.

EMA expenses included personnel, transfers, capital outlay, and debt payments. The total overall was \$4.3 million.

There were eight departments in the EMA Fund. Of the \$3.6 million increase for the EMA operations, transfers out increased by \$1.4 million. Of that amount, \$1.375 million increased to General Fund. Debt payments were increased by \$2.27 million.

Utility Maintenance, Wastewater, and part of Water Production reflected slight differences, due to the movement of full-time positions from the General Fund to the Utility Maintenance Department.

Solid Waste would have trash truck leases that would be up in the next fiscal year, but they planned to renew the leases, so there would be a total of six trash trucks on leases.

For Capital Replacement comparison, there was the General Fund increase, and all of the others were based on the projects that would be coming up at the next budget meeting of May 9, 2019 to discuss.

Under the Street and Alley Fund, a new pilot program was added, to start in FY20.

There were eleven items under EMA Capital Equipment in the current fiscal year, and thirteen proposed for the upcoming fiscal year. Equipment needs were added to the priority list based on need and funds available.

An overview of EMA debt payments was provided by Ms. Smith. She noted that one of the loans was paid off in this fiscal year (1998A OWRB), and three loans were added (2018 OWRB FAP, 2018 OWRB SRF, 2019 OWRB FAP). That increased the yearly debt payment, starting in 2020, to over \$2.2 million. The three that were added were related to the Kaw Lake Program. The total outstanding principal and interest was over \$253 million, an increase of over \$183 million.

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 Allen, Norwood, Ezzell, Waddell, Stallings and Chairman Pankonin.

NAY: None.

(List Claims)

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

- TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY -

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

ABSENT: None.

Chief Financial Officer Erin Crawford provided an overview of the Fiscal Year 2019-2020 Enid Economic Development Authority (EEDA) Financial Plan. This year there was a balanced budget presented. Last year there was funding that came in from the prior year that had to be paid out on the final payment for the 2005 Advance Foods TIF, which was the reason for the deficit budget last year, and wouldn't carry over into this year.

The revenues coming into EEDA included TIF receipts, which were up \$700,000.00, and were related to the ADM Milling TIF. Whatever was received in, was what would be paid out, according to the agreement. Staff wanted to ensure sufficient funding in the budget, to make the payments as needed.

There were slight decreases in transfers needed to meet contractual obligations.

Under expenditures for EEDA, professional services went down \$100,000.00. There was money in the current year to demolish the old Fire Station #4, which was completed and was removed from the

upcoming year. There was an increase in sales tax rebates, which was related to the room rate guarantee for the downtown hotel, and was included for the first time in the upcoming year. For economic development, there had previously been an item budgeted for Northwest Water Action Plan, but there had not been a submittal for that in the upcoming year. Under TIF payments, there was \$700,000.00 to match the outflow of the revenues coming in.

There were two outstanding debt notes in EEDA, which included the HUD 108 Loan, which was funded through CDBG funds, and which pays off in August of 2019. The upcoming year would be the last year to see that item budgeted for. The other was the 2015 Taxable Series for Academy Sports, that wouldn't pay off until 2023. The variance was related to the interest that would be due on that.

One of the main expenditures in this fund was for Enid Regional Development Alliance (ERDA), for the work that they are doing.

Ms. Lisa Powell, Executive Director of ERDA, provided an overview of their plan of work in the next year. She noted that there were five main areas that they would be continuing to focus on, and included the following:

- Business Recruitment and Retention
- Workforce Attraction
- Supporting Entrepreneurship
- Working on Community Development
- Working on Recruitment of New Businesses

The ERDA was requesting \$550,000.00 for the upcoming fiscal year, which was a flat budget for them. Approximately \$250,000.00 would go to administration, providing the majority of salaries and administration of their office and technical support, since the office was where the majority of their work was conducted.

Some programs that would require funding included:

- Business Recruitment and Retention
- Ways to financially support retention and expansion of existing businesses
- Workforce Attraction
- Community Development
- Recruitment
- Marketing

Having no further comment, the budget discussion concluded.

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

AYE: Trustees Allen, Norwood, Ezzell, Waddell, Stallings and Chairman Pankonin.

NAY: None.

(List Claims)

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

- TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY –

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

ABSENT: None.

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

AYE: Trustees Allen, Norwood, Ezzell, Waddell, Stallings and Chairman Pankonin.

NAY: None.

(List Claims)

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

- MAYOR AND BOARD OF COMMISSIONERS -

There being no further business to come before the Board at this time, Mayor Pankonin adjourned the meeting at 8:05 P.M.

MINUTES OF SPECIAL MEETING OF THE
MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA,
TRUSTEES OF THE ENID MUNICIPAL AUTHORITY, A PUBLIC TRUST,
TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY, A PUBLIC TRUST,
HELD ON THE 9TH DAY OF MAY 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 special session at 5:00 P.M. on the 9th day of May 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 forty-eight hours in advance to the Clerk of the City of Enid, and pursuant to notice thereof displayed at the entrance to the Administration Building of said city, in prominent view and which notice was posted prior to 5:00 P.M. on the 8th day of May 2019.

-MAYOR AND BOARD OF COMMISSIONERS-

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

PRESENT: Commissioners Allen, Norwood, Ezzell, Waddell, Stallings, and Mayor Pankonin.

ABSENT: None.

Staff present were City Manager Jerald Gilbert, Assistant City Clerk Summer Anderson, Chief Financial Officer Erin Crawford, Director of Engineering Services Christopher Gdanski, Public Utilities Director Lou Mintz, Public Works Director Everett Glenn, Director of Marketing and Public Relations Steve Kime, and Accounting Manager Jennifer Smith.

Discussion was held on the Fiscal Year 2019-2020 City of Enid Budget.

Opening comments were made by Chief Financial Officer Erin Crawford. She stated that the discussion included seven funds: Street & Alley, Capital Improvement, Street Improvement, Sanitary

Sewer, Stormwater, Water Capital Improvement, and Capital Project Escrow. These seven funds made up the Capital Improvement Program (CIP), which came to a budget of \$14.7 million for Fiscal Year 2020. Compared to the current fiscal year, this was an increase of \$1.89 million, with money being transferred between funds based on priority given by Engineering or other staff throughout the City. Of the total CIP budget, \$12.28 million would be a transfer from Enid Municipal Authority (EMA) to support those. The remaining funds are made up of non-EMA revenues, such as gasoline tax, street and alley tax, interest, and any Capital Recovery passthroughs received.

Chris Gdanski, Director of Engineering Services, spoke regarding the Capital Improvement Program (CIP) for Fiscal Year 2020. He provided a presentation highlighting the purpose of the CIP, which was to make improvements to real property and to provide major maintenance, as well as detailing what projects were planned for the upcoming fiscal year. There were 52 separate projects planned for Fiscal Year 2020 with a budgeted amount of \$14.7 million.

Mr. Gdanski began with the Street & Alley Fund, with a budget of \$2.46 million. Under Road Maintenance, this included \$300,000.00 for general roadway repairs, minor street maintenance and reconstruction projects, to be completed “in-house” by the Public Works Department. Also budgeted under the Street & Alley Fund, was Street Improvement, at \$2.1 million and included projects to reconstruct and perform heavy maintenance of local streets. There was a list of streets developed in coordination with Public Works to determine priority. The 2020 Local Street Program, was budgeted in the amount of \$1.5 million. Mr. Gdanski stated that there were currently 3 streets in design and planned for complete reconstruction in the upcoming Fiscal Year:

- East Maple Avenue from North 10th Street to North 16th Street
- West Maple Avenue from North Washington Street to North Independence Avenue
- West Oklahoma Avenue from North Washington Street to North Independence Avenue

Additionally, in the Street & Alley Fund, was the Street Repair Pilot Program. It would be a coordinated effort between the Public Works and Engineering Departments, intended to establish methods and processes to conduct street repairs at 5 locations, utilizing concrete and in-house overlay. The program would group together smaller projects, and create processes to assist the department in completing the needed repairs more efficiently, with the limited manpower available. The proposed budget for this program was \$618,000.00.

Mr. Gdanski briefly answered questions regarding the maintenance and repair of alleys, as well as additional funding that would be needed for the reconstruction of streets with potholes.

Mr. Gdanski reviewed the 5 proposed locations that would be addressed first as part of the Pilot Program:

- 8th Street from Broadway Avenue to Randolph Avenue
- Jefferson Street & Willow Road Intersection
- Eisenhower Street from Randolph Avenue to Chestnut Avenue
- Redbud Drive from Yucca Drive to Columbia Avenue
- Government Springs Drive Removal, Including Relocation of Certain Pavilions effected

Also included in the Street & Alley Fund was the Sidewalk Partnership Program, which splits the cost of sidewalk repairs between the City and the resident or business that applies and qualifies for the Program. The budgeted amount for the program was \$50,000.00, which was the same as the current fiscal year. Of this amount, \$25,000.00 was designated for sidewalk repair on residential properties, and \$25,000.00 for commercial sidewalk repairs.

Brief discussion was held regarding the benefits of the Programs to local residents and businesses, as well as past utilization of the Program's funds and proposed future uses.

Mr. Gdanski then presented the Capital Improvement Fund with a budget of \$4.43 million. He began with Property Improvement, Expansion, & Acquisition, which was budgeted at \$1.7 million, and

included required maintenance on the City Administration Building's chiller system, in the amount of \$200,000.00; and a Landfill Cell Expansion, in the amount of \$150,000.00.

Additional items included under the fund were plans to upgrade the existing Remote Traffic Monitoring System on the Van Buren and Owen K. Garriott corridors. The budgeted amount for this project was \$130,000.00, to be completed by the City's Public Works Department. An additional \$100,000.00 was budgeted for the Upgrade & Standardization of the Traffic Controller System, as well as \$160,000.00 for the Traffic Detection System Upgrade. Mr. Gdanski explained that the current controller and camera systems were becoming obsolete, and updates to the systems were needed to standardize the logistics and maintenance of the systems.

Public Works Director Everett Glenn addressed the Commission to answer questions related to the upgrade of the Traffic Control Systems, and where the older equipment being uninstalled would be utilized, as well as concerns about the timing of the traffic signals in the downtown area of the City.

Additional projects proposed in the fund were the 300' extension of the concrete road that approaches the Landfill scale, in the amount of \$75,000.00. An additional \$75,000.00 was intended to improve the Landfill's convenience center, which allowed the public to deposit solid waste in the center, to be transported to the landfill at a later time.

Also budgeted was \$750,000.00 for Soccer Park Transportation Improvements, which improved access from Garland Road into the Soccer Park. Additionally, the initiation of the Landfill Permitting Process was proposed, with a budget of \$50,000.00, to obtain a new permit from the Oklahoma Department of Environmental Quality (ODEQ) to continue expansion of the Landfill on the south side of the current site.

Mr. Gdanski then reviewed the proposed budget for Property Repairs & Maintenance, under the Capital Improvement Fund. There was \$554,000.00 budgeted, with \$300,000.00 of those funds intended for projects under the ADA Transition Plan. Current priorities in the Plan were accessibility improvements at Coolidge Elementary School, Garfield Elementary School, and at the Lions Club Park.

Also included in the Property Repairs & Maintenance budget was \$200,000.00 for the Phase II construction of the Golf Maintenance Facility, as well as \$30,000.00 to replace older Traffic Control Cabinets, and \$24,000.00 to upgrade and replace Traffic Battery Back-ups to a more efficient system.

Also reviewed under the Capital Improvement Fund was Reconstruction & Overlays, with a budget of \$1.6 million. Of that amount, \$1 million was budgeted for utility relocation (\$750,000) and right-of-way acquisition (\$250,000) for the Cleveland Street Railroad Crossing to Willow Road, which was expected to take the entire next fiscal year to complete. An additional \$350,000.00 was budgeted for obtaining the required rights-of-way and for utility relocation, in preparation for the Garland Road & Randolph Avenue Intersection Improvements. Also included in Reconstruction & Overlays was \$250,000.00 for the project design of the widening of Garland Road from US Highway 412 to Randolph Avenue.

Mr. Gdanski reviewed the proposed budget of \$595,000.00 for Parks Projects under the Capital Improvement Fund. He explained that their plan was to take advantage of the competitive pricing of per unit concrete work, to complete the parking lot construction at the softball fields at Crosslin Park (\$125,000). Also planned was the full replacement of the restrooms at Government Springs Park North (\$125,000). Other items discussed were the upgrade of the deteriorated lighting fixtures and power cables at the North Field of Kellet Park (\$250,000), and the upgrade of the starting blocks at the Champlin Pool (\$25,000). Mr. Gdanski noted several more Parks Projects that would be completed over the next year, such as the replacement of certain park pavilion roofs at Meadowlake North and Crosslin Parks (a total of \$40,000), upgrades to the Meadowlake Horseshoe Pit (\$15,000), and the Design of a Skate Park (\$15,000).

Mr. Gdanski presented the proposed budget for the Street Improvement Fund, in the amount of \$1.3 million. He spoke regarding Reconstruction & Overlays, budgeted at \$1.05 million. Items planned

with this funding included \$400,000 for the design for the mill & overlay improvement of Randolph Avenue from Washington Street to 4th Street.

Brief discussion was held regarding the stopping point of the construction, and if resources would allow the extension of the project several more blocks to the east, to address other problematic areas of the street. Also discussed was the mill & overlay of University Avenue from Randolph Avenue to Maine Avenue, budgeted at \$400,000 and designed in-house, as part of the Arterial Street Maintenance Program. Also planned is the Arterial Street design of Randolph Avenue from 26th Street to 30th Street, budgeted at \$250,000.

Mr. Gdanski then reviewed the Sanitary Sewer Improvement Fund, with a budgeted amount of \$1.4 million. He spoke regarding Construction & Repair, budgeted at \$1.3 million. Items in this budget included Overflow Reduction Identification & Removal, in the amount of \$750,000.00. This was to perform inspections and repairs of the sanitary sewer infrastructure, as well as point repairs of identified issues based on previous video inspections. Root Control was another item, with a budget of \$140,000.00, for the removal of roots which impede the effectiveness of the sanitary sewer.

Brief discussion occurred regarding the capability of the overlay machines used by Public Works for the repair of streets, as well as questions pertaining to the manpower available to complete the projects being discussed.

Mr. Gdanski continued on Construction & Repair of the Sanitary Sewer Fund. Outlined in the presentation were the budgets for the Lift Stations Rehab Project, in the amount of \$100,000.00, for the repair of the stations at the Fairgrounds, 6th Street, and at Union Equity. Also discussed was Phase I of the 54th Street Lift Station capacity increase, at a budget of \$300,000.00, to include the design and right-of-way acquisitions. Mr. Gdanski stated this was a very critical lift station to the City, and it was expected to be a two-phase project.

Also under the Sanitary Sewer Fund was the WPC Upgrade, which was expected to be an ongoing repair project. Repairs being proposed in the upcoming Fiscal Year were replacing a belt press, removing an old waterline, as well as maintenance and improvements at the Water Reclamation Facility. The proposed budget for these improvements was \$100,000.00.

Mr. Gdanski presented the proposed budget the Stormwater Fund, in the amount of \$3.09 million, and included the reconstruction of the box structure located at the 400 Block of East Randolph Avenue. Mr. Gdanski stated that the structure was found to be in a state of disrepair in the early spring. The budgeted amount for the reconstruction was \$1 million and fell under Flood Control.

Brief discussion was held concerning the closure of Randolph and 4th Street for an extended period of time, and possible changes to the proposed detour.

Also reviewed in the Stormwater Fund was the proposed budget for Phase II of the Chestnut West Stormwater Detention, in the amount of \$600,000.00, for the continued construction for the project, as well as the Cleveland Street and Willow Road Detention Easement Acquisition, in the amount of \$500,000.00. Acquiring the necessary easements would enable the future widening of Cleveland Street south of Willow Road. Also budgeted were the Stormwater Improvement efforts at Cleveland Street & West Owen K. Garriott Road, in the amount of \$350,000.00. Mr. Gdanski explained that during heavy rains, the intersection experienced “ponding” in all 4 corners, due to the size of drainage pipe currently in place. He stated that the pipe was currently an 18” pipe, and would be replaced with a 36” pipe to resolve these issues.

Additionally, budgeted in the Stormwater Fund was construction of the Soccer Park Stormwater Improvements, with a budget of \$350,000.00. It was noted that the Enid Sports Association would pay for the design of the infrastructure improvements to support the Soccer Park.

Also reviewed in Flood Control were the repairs of two collapsed storm drains in residential areas that required rehabilitation, at an expected cost of \$125,000.00 for both.

Mr. Gdanski explained that the Channel Improvements along Hoover Street would be in Phase II and were budgeted at \$100,000. He stated that minor improvements would continue for this channel, and would be completed based on what the budget allowed.

Mr. Gdanski then presented the budget for the Water Capital Improvement Fund, beginning with a proposed budgeted amount of \$75,000.00, under Tools, Parts and Supplies, to replace broken fire hydrants and valves, which would be completed by the Public Utilities Department. Also presented was a budget for Water Upgrades and Extensions. This included a budget of \$1 million for the continued maintenance and improvements of the existing well fields, as well as the refurbishment of existing wells. He noted that as new water rights are found, this fund would allow for the drilling of new wells. He stated that the focus for the upcoming fiscal year was to design a 24” raw water relief line going from the Ames Well Field to the 42” main waterline. The purpose of the line was to have a backup in the event the older pipe fails, and when the Kaw Lake Project was brought online, all of the water would need to be brought to the Plant 2 location.

Also under Water Upgrades & Extensions is the reconfiguration of water lines at 54th Street. The proposed budget is \$100,000.00, with the purpose of improving the maintainability of the lines for the City, and to transfer the responsibility of waterline maintenance on private property to the property owner. Also budgeted is a Water Loss Survey, in the amount of \$50,000.00, to conduct and investigate water loss, as required by ODEQ for permitting in relation to the Kaw Lake Program.

Mr. Gdanski also reviewed the Master Meter Relocation, to relocate the Waukomis master water meter, in an effort to provide improved water service to residents in the Gray Ridge Subdivision, without impacting the service provided to the Town of Waukomis. The proposed budget for this project would be \$50,000.00, under the Water Capital Improvement Fund. Additionally, 2 older water lines would need to be replaced in the upcoming fiscal year on Ramona Drive and Madison Street, at a budget of \$350,000.00. As part of a preventative maintenance project, Public Utilities would be replacing saddles

and air relief valves on raw water transmission lines that have begun to rust. Public Utilities would also be constructing a building for the City's Service Center to house shop equipment, to protect certain equipment from harsh weather conditions. The proposed budget for both projects, carried out by Public Utilities, would be \$70,000.00.

Mr. Gdanski concluded the presentation with a summary of the Capital Improvement Program, which listed each of the funds and their respective budgets:

- Street & Alley Fund - \$2,468,000.00
- Capital Improvement Fund - \$4,439,000.00
- Street Improvement Fund - \$1,300,000.00
- Sanitary Sewer Capital Improvement Fund - \$1,405,000.00
- Stormwater Fund - \$3,090,000.00
- Water Capital Improvement Fund - \$1,725,000.00

There being no further discussion regarding the Fiscal Year 2019-2020 Capital Improvement Program, the presentation was concluded.

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

- TRUSTEES OF THE ENID MUNICIPAL AUTHORITY -

PRESENT: Trustees Allen, Norwood, Ezzell, Waddell, Stallings, Chairman Pankonin, Trust Manager Jerald Gilbert, Trust Attorney Carol Lahman and Assistant Secretary Summer Anderson.

ABSENT: None.

Chief Financial Officer Erin Crawford spoke regarding the Fiscal Year 2019-2020 Enid Municipal Authority Financial Plan, beginning with a presentation of projections, made in 2016, for the Kaw Lake Program financials, and how the projections compared to the Program's current budget. She

explained that in Total Operating Revenues, there was approximately \$1.46 million dollars less budgeted in the Financial Plan than was originally projected. She stated that this was due to the conservative nature in which City staff created the budget, and that doing so ensured that there was not a shortage of funding for projects that already had Commission approval.

Also reviewed were Total Operating Expenditures, which were budgeted to be approximately \$200,000.00 less than the projection, based on the expenditures turned in thus far. Ms. Crawford noted that Sales Tax revenue projections were in line with what had actually been received, which was a 2% increase. She explained that an additional 2% increase was budgeted for Sales Tax Revenue in the upcoming year. Under Total Debt Service, \$11.1 was the total debt payment and Ms. Crawford noted the fund was budgeted for a higher amount than the projection, mainly so that there was a positive cash balance available in the EMA budget when it came time to close the loans. It was noted that the water loan debt payment for Fiscal Year 2020 was expected to be approximately \$17 million, with an increase to approximately \$20 million the following year. An additional item reviewed was for Unpledged Revenues & Expenses, which was related to payments towards the 2012 note for the construction of the event center.

Ms. Crawford presented an illustration of the EMA Capital Funding Projections for each year, beginning in Fiscal Year 2021 through Fiscal Year 2051. She explained that the benchmark was to have at least \$10 million budgeted each year, after debt payments are made, for funding Capital Improvement Projects. She noted that beginning with Fiscal Year 2021, the projection shows that the \$10 million mark would not be met, and would not be met until Fiscal Year 2024, when debts incurred for previous capital improvement projects would begin to fall off.

Brief discussion was held regarding the \$10 million benchmark for funding Capital Improvement Projects, the timeline of pay-off of for previous projects, and the current status of the Construction

Manager At-Risk (CMAR) Program. It was noted that the Request for Proposals (RFP) and Agreement for the CMAR Program would be sent out for advertisement within the next several weeks.

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

- TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY -

PRESENT: Trustees Allen, Norwood, Ezzell, Waddell, Stallings and Chairman Pankonin, Trust Manager Jerald Gilbert, Trust Attorney Carol Lahman and Assistant Secretary Summer Anderson.

ABSENT: None.

Chief Financial Officer Erin Crawford explained the Fiscal Year 2019-2020 Enid Economic Development Authority Financial Plan was brought back on the agenda as a placeholder from the May 6, 2019 meeting, in the event the Commission had any action that they would like to take on the plan.

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

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

- MAYOR AND BOARD OF COMMISSIONERS -

There being no further business to come before the Board at this time, Mayor Pankonin adjourned the meeting at 6:30 P.M.

City Commission Meeting

5.3.

Meeting Date: 05/21/2019

Submitted By: Alissa Lack, City Clerk

SUBJECT:

CONSIDER APPOINTMENT OF WARD 6 COMMISSIONER TO FILL AN UNEXPIRED TERM THROUGH MAY 2021.

BACKGROUND:

This vacancy for Ward 6 is due to the election of Commissioner George Pankonin to the office of Mayor.

Pursuant to the City Charter, vacancies in the office of Mayor and Commissioners shall be filled by the Board of Commissioners until the next general municipal election, at which time the voters of the ward will elect their commissioner.

Applications and/or resumes were received from Mr. Jack Beam III, Mr. David Mason, Mr. Roy Schneider, and Mr. Mike Stuber, prior to the deadline of May 16, 2019 at 5:00 p.m.

The appointee will take office immediately after appointment, and the Oath of Office will be administered by Judge Linda Pickens.

RECOMMENDATION:

Conduct interviews and appoint Ward 6 Commissioner.

PRESENTER:

Jerald Gilbert, City Manager

Attachments

Ballot & Applications

**BOARDS AND COMMISSIONS
MAY 21, 2019**

**BALLOT
COMMISSIONER - WARD 6**

JACK BEAM

DAVID MASON

ROY SCHNEIDER

MIKE STUBER

Vote for ONE (1) to fill vacancy.

CIRCLE & INITIAL

Allen

Norwood

Ezzell

Waddell

Stallings

Mayor Pankonin



**CITY OF ENID
ADVISORY COMMISSION APPLICATION FORM**

NAME Jack E. Beam III (Pappy)

HOME ADDRESS 2559 Homestead Rd.

MAILING ADDRESS same as above

HOME PHONE 580 554-5666 **BUSINESS PHONE** same

EMAIL ADDRESS pappyliz2113@suddenlink.net

COMMISSION WARD 6

ADVISORY COMMISSION PREFERENCE(S):

commmission ward 6

RESIDENCE HISTORY: 23 years

EDUCATIONAL BACKGROUND: Master's Degree in Counseling /Administration
B.U., Air War College

WORK HISTORY: Program Manager 1995-2010 Simulators/Academics
Vance AFB

CIVIC, COMMUNITY ACTIVITIES: Rotary, Disabled American Vets(Community
Service Officer), Air Force Assoc., VFW, American Legion,
Moose,Elks, and St, Gregory's

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: _____
Airport Board one year, until present

REASONS FOR WANTING TO SERVE ON ABOVE COMMISSION(S): To bring my
many years of military and civilian experiences to the board. Experiences
to include over seas living .I hope to help the board in any way
possible and to enhance the living and working conditions for the
people of Enid.

REFERENCES:

Patrick Anderson
John Cromwell

Bob Dense
Don Johnson

OTHER COMMENTS: It would be an honor for me to serve on the Enid City
Board

RESUME ATTACHED: (YES) Yes (NO) _____

Quetz E Baum III "Pappy"
SIGNATURE

15/5/19
DATE

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

JACK EDWARD BEAM, III

2559 Homestead Road, Enid, Oklahoma

Mobile: 580-554-5666

WORK EXPERIENCE:

Served as a rated pilot. Performed duties as an airplane pilot, instructor pilot, and supervisor of instructor pilots over a 43-year period in the United States Air Force, and as an Undergraduate Flying Training contractor for the USAF.

Excellent ability to plan, organize, and direct the functions of a staff composed of a variety of skill levels and experience. The many positions as supervisor and manager in the military and civilian communities attest to this. Expert in communicating clearly and effectively, both orally and in writing.

Comprehensive knowledge of safety, security, personnel management, and Equal Employment Opportunities (EEO) regulations, practices, and procedures.

Have a working knowledge of Microsoft Word, Excel, and Power Point.

Resident of Enid, Oklahoma since 1995.


Jack Edward Beam, III



**CITY OF ENID
ADVISORY COMMISSION APPLICATION FORM**

NAME David M. Mason

HOME ADDRESS 2825 Kelly Rd., Enid, OK 73703

MAILING ADDRESS Same

HOME PHONE 580.977.9324 **BUSINESS PHONE** _____

EMAIL ADDRESS dmason1893@gmail.com

COMMISSION WARD 6

ADVISORY COMMISSION PREFERENCE(S):

City Commissioner Ward 6

RESIDENCE HISTORY: I moved to Enid in 2007 where I lived until 2010 at which
time work took me to PA. I returned in 2012 and have lived at 2825 Kelly Rd.
ever since.

EDUCATIONAL BACKGROUND: Please see attached resume

WORK HISTORY: Please see attached resume

CIVIC, COMMUNITY ACTIVITIES: While working for Farmers Ins. Group I helped
create "Bowling for Babies" and raised approximately \$40,000 for the March of Dimes
I served on the boards for CASA, Grand National Quail Club, and was President
of the Enid Rotary Club 2017-2018. I currently serve on the MAPC.

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: Appointed
to the MAPC board April 2017 and currently have 1 year remaining on my term.

REASONS FOR WANTING TO SERVE ON ABOVE COMMISSION(S): I have always felt
very strongly about community service. A city can only be as strong and
progressive as it's citizens. I retired 2 years ago and now have more time to
dedicate to serving our community.

REFERENCES:

Shaun Cummings

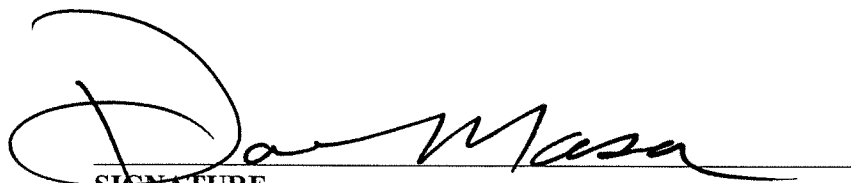
Mike Ruby

John Groendyke

Teague Bickford

OTHER COMMENTS: I would welcome the opportunity to answer any questions
the Commissioners or Mayor may have.

RESUME ATTACHED: (YES) Yes (NO) _____


SIGNATURE

5/7/2019

DATE

Return application to:

City Clerk

401 W. Owen K. Garriott Road

Enid, OK 73701

alack@enid.org

FAX: 580-242-7760

or:

PO Box 1768

Enid, OK 73702

DAVID MASON

2825 Kelly Road • Enid, Oklahoma 73703 • Phone: 580-977-9324 • E-Mail: dmason1893@gmail.com

Professional Summary

Accomplished Sales Manager with a broad-based background in a highly competitive and performance driven industry. Recognized as a strong leader and team builder with an exceptional ability to train, motivate, and manage people; as well as, to develop and sustain strong customer relationships.

Education

M.A. Education / Southwestern Oklahoma State University - Weatherford, OK

B.S. Secondary Education / University Central Oklahoma - Edmond, OK

Licenses

Property and Casualty

Life and Health

Experience

Vice President Personal Insurance Division/Dillingham Insurance - Enid, OK April 2012 - May 2017

- Developed a servicing protocol for all “VIP” and other clients to include all points of contact with clients, coverage reviews, communications, and policy presentation and delivery.
- Create a concierge level of service for all high net worth clients.
- Responsible for all aspects of managing the personal insurance division to include developing measurable goals and standards by which staff can be held accountable and rewarded.
- Developed and administered the company catastrophic action plan, maintained after hours (24/7) contact information for all carrier key personnel, as well as methods for helping clients to stay in contact with us following a catastrophe.
- Initiated and launched a revenue growth plan to review existing client relationships in targeted growth areas. This resulted in a 67% gross commission increase in just two years.
- Initiated, helped develop, and launched a new company website that included online recruitment and application pages.

Agency Point Manager, Farmers Insurance Group/Pittsburgh, PA November 2010 - January 2012

- Directed all Performance Managers, Agency Trainers, Personal Lines Growth Consultants, Life Specialists, and Commercial Wholesalers.
- Responsible for sales distribution and service to achieve and sustain profitable growth.
- Worked to retain existing business, provide quality, and to increase market share and product mix.
- Managed and Coordinated all agents and sales.
- Developed sales plans to initiate profit improvement strategies.
- Worked with core management to recruit all agents and support staff for new FEMO (Farmers Eastern Marketing Operation) site.
- Helped develop and refine training materials and supervised all classes.
- Conducted all final agent interviews and determined which candidates entered FEMO Agent Training Program.

District Manager, Farmers Insurance Group/Enid, OK

November 2007 - November 2010

- Supervised, trained, and motivated all Farmers Insurance agents in Northwest Oklahoma.
- Recruited, trained, and supported all new Farmers Insurance agents.
- Trained agents to sale security products, including; mutual funds, variable/fixed annuities, and variable life products.
- Presided over monthly district meetings to keep agents updated on individual and district production, as well as all new Farmers initiatives and product roll-outs.
- Developed monthly and quarterly promotional contests to increase agent production and to create a more competitive work environment.
- Provided training seminars for agents' customer service staff.
- Coordinated all district fund raising for the March of Dimes and developed all district fund raising events

Agent, Farmers Insurance Group/Altus, OK

October 2003 - December 2007

- Started Farmers Insurance Agency that became one of the fastest growing in Oklahoma (38 months grew to approximately 1,500 Policies).
- Developed outside book of business of small commercial clients that generated approximately \$50,000 gross written premium annually.
- Helped develop and refine M.I.L.K. (Managing Information on Lost Kids Program) that is now taught at the University Farmers to all new agents

Owner, David Mason Construction

May 1993 - October 2003

- Owned and operated small construction company that focused on both residential and commercial structures, including; homes, museums, schools, and movie theaters.

School Teacher, Oklahoma Public Schools

August 1982 - May 1993

- Taught Industrial Arts, Architecture, Drafting, American History, American Government, Sociology, and Psychology.

Accomplishments

- 2017 President of the Enid Rotary Club
- 2015 Grand National Quail Club Executive Board of Directors
- 2010 March of Dimes Platinum Hero Award
- 2010 Rotary Club Fellow
- 2006 wrote largest group life insurance policy ever in Farmers Insurance Group and Kemper Insurance Company.
- Ranked 3rd out of 521 Farmers Agents for life production in Oklahoma.
- 2004 Blue Vase winner for Farmers life production (first in Oklahoma).
- 2004 Silver Star winner for Farmers Securities production.
- 2004 Farmers Toppers Achievement Club.
- 2004 Farmers Championship Achievement Club.
- 1992 nominated to Who's Who Among American Teachers.



CITY OF ENID
ADVISORY COMMISSION APPLICATION FORM

NAME ROY SCHNEIDER
HOME ADDRESS 4114 GRAHAM AVE. ENID, OK 73703
MAILING ADDRESS (SAME)
HOME PHONE (580)478-3911 BUSINESS PHONE —
EMAIL ADDRESS PASTORROY@SUNDENLINK.NET
COMMISSION WARD 6

ADVISORY COMMISSION PREFERENCE(S):
WARD 6

RESIDENCE HISTORY: LIVED IN ENID 13 YEARS

EDUCATIONAL BACKGROUND: UNIVERSITY OF IL - CHICAGO BA CRIMINAL JUSTICE
METHEL SEMINARY M DIV BIBLICAL STUDIES (HONOR GRAD)

WORK HISTORY: (SEE RESUME)

CIVIC, COMMUNITY ACTIVITIES: (SEE RESUME)

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: _____

NONE

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

A UNIQUELY WONDERFUL COMMUNITY THAT HAS BEEN VERY GOOD TO ME. I WOULD BE HONORED TO REPLY IT BY SERVING ON THE CITY COUNCIL.

REFERENCES:

PAUL ALLEN (580) 234-8037 DOUG FRANZ (580) 234-7643
PATRICK ANDERSON (580) 484-4068 MIKE WRIGHT (580) 242-6252

OTHER COMMENTS: I AM PARTICULARLY EXCITED ABOUT THE MANY GREAT THINGS HAPPENING IN ENID AND WOULD LIKE TO PLAY A PART IN KEEPING THIS POSITIVE MOMENTUM MOVING FORWARD.

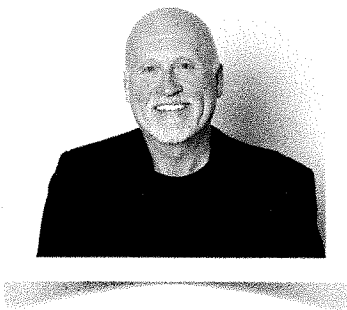
RESUME ATTACHED: (YES) (NO)

Roy E. Schneider
SIGNATURE

5/13/19
DATE

Return application to:

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



Roy Schneider is a retired minister and former Secretary of the Garfield County Election Board.

Roy pastored churches in California, Ohio, Alabama and Oklahoma before retiring as the Senior Pastor of First Presbyterian Church in Enid, OK. At the request of then-State Sen. Patrick Anderson, Roy came out of retirement to accept a State Senate appointment as the Secretary of the Garfield County Election Board. He retired from that post after presiding over eighteen elections, including the 2012 Presidential Election.

Before entering the ministry, Roy had successful careers in journalism, politics and the arts. As an award-winning journalist, Roy worked as an investigative reporter, columnist and editorial writer for *The San Diego Tribune* and editorial writer for *The Los Angeles Times*. In politics, Roy served as Director of Communications for the mayor of San Diego who later became a two-term U.S. Senator and two-term governor of California. And in the arts, Roy has performed readings of his fiction and poetry around the country. His fiction pieces have been published in books and such prestigious literary journals as *City Lights Review* and *Fiction International*. His work has also been translated and published in Europe.

Roy is a long-time member of the Ethics Committee of Integris-Bass Hospital in Enid. He has also served as an Honorary Chaplain of the Oklahoma State Senate, an Honorary Squadron Commander at Vance Air Force Base and on the editorial board of the *Enid News & Eagle*, where he occasionally wrote columns. Roy is also an Army veteran, serving as a Combat Engineer from 1968 to 1971. He served a 13-month tour in South Korea, then spent the rest of his service time at posts in Germany. He was honorably discharged as a Specialist 4th Class.

Roy is married to his high-school sweetheart, Beverly. These days, he spends much of his time visiting his grandkids in Scottsdale, AZ and playing his guitars.



CITY OF ENID
ADVISORY COMMISSION APPLICATION FORM

NAME Michael "Mike" Stuber

HOME ADDRESS 1914 Country Club Dr Enid, OK 73703

MAILING ADDRESS Same

HOME PHONE 580-542-1070 BUSINESS PHONE 580-540-9870

EMAIL ADDRESS mikestuberofenidok@yahoo.com

COMMISSION WARD 6

ADVISORY COMMISSION PREFERENCE(S):

Enid City Commission - Ward 6

RESIDENCE HISTORY: I have lived in Enid since February of 1997. I've lived within Wards 1,2, 3 and now 6 (since moving there in Sept 2014).

EDUCATIONAL BACKGROUND: Graduated from Edmond Memorial HS - 1988 Oklahoma State University - Secondary Education/History majors 1988-2002.

WORK HISTORY: I own the Stuber Insurance Agency here in Enid since 2017. I came to Enid for a business that I had from 1996 to 2007. I worked for Pioneer Telephone 2007-2012. Wymer-Brownlee 2012-2015 as a financial advisor. David Burrows Allstate agency 2016-2017.

CIVIC, COMMUNITY ACTIVITIES: Member of Ambucs since 1999 and current 2nd vice president. Co-Founder and chairman of Tour de Trykes, Member of Leadership Greater Enid - Class XVIII and previous Board member. Past President of Enid Young Professionals, Past member of Enid Rotary, Board member of Christmas In April, Member of Sojourn Enid Church, Fundraising Co-Chair for United Way Enid 2017

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: _____

Previous City Commissioner (Ward 2) from 2011-2014. Board of Adjustments (2017-Present).

Past Board member of ERDA (3yrs), Park Board (6yrs), EPTA (3yrs), Community Relations (3yrs)

Enid Walk of Fame(3yrs)

REASONS FOR WANTING TO SERVE ON ABOVE COMMISSION(S): I have a great desire

to serve my community and believe my skill and abilities along with my recent experience

put me in a prime position to serve my community further. I bring a business owner's

prospective and I'm passionate about leading Enid to be a financially secure, safe and fun

place to live and raise a family, as I have done with my 4 children.

REFERENCES:

Dudley Darrow 580-231-8984

Ken Helms 580-234-0541

Mike Ruby 405-553-3000

Matthew N. Davis - 580-237-5820

OTHER COMMENTS: I want Enid to be a place where our children and grandchildren want

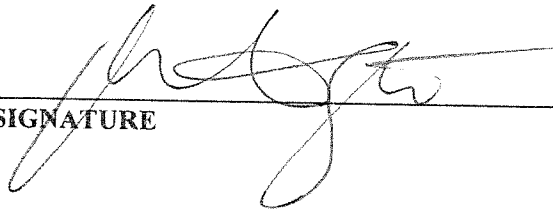
to live and raise their families. We need to responsibly encourage new business and industries

to further diversify and strengthen our local economy so we are less affected by fluctuations

in sectors like oil/gas and agriculture.

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

SIGNATURE



05/08/2019

DATE

Return application to:

City Clerk

401 W. Owen K. Garriott Road

Enid, OK 73701

alack@enid.org

FAX: 580-242-7760

or:

PO Box 1768

Enid, OK 73702

City Commission Meeting

5.4.

Meeting Date: 05/21/2019

Submitted By: Alissa Lack, City Clerk

SUBJECT:

CONSIDER APPOINTMENTS TO THE HISTORIC PRESERVATION COMMISSION, TREE BOARD, LIBRARY BOARD, PUBLIC ARTS COMMISSION OF ENID (PACE), DR. MARTIN LUTHER KING, JR. HOLIDAY COMMISSION, AND FIRE CIVIL SERVICE COMMISSION.

BACKGROUND:

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

LIBRARY BOARD - Two vacancies to be filled by any interested resident of the city of Enid. Mr. Roger Hardaway and Mr. Keith Reynolds are incumbents. Mr. Hardaway seeks reappointment. Mr. Reynolds does not seek reappointment, due to relocation. Applications have also been received from Mr. Eli Carpenter, Ms. Amanda Percival, and Ms. Amber Weese. The successful applicants will serve terms through May 2022. Applications and a ballot are included for consideration.

DR. MARTIN LUTHER KING, JR. HOLIDAY COMMISSION - Three vacancies to be filled by any interested resident of the city of Enid. Applications have been received from Mr. Bradley Barrick, Ms. Shirley Rae Creel, Ms. Shalonnda Frazier, and Ms. Linda Mardis. The successful applicants will serve terms through April 2022. Applications and a ballot are attached for consideration.

FIRE CIVIL SERVICE COMMISSION - One vacancy to be filled by any interested resident of the city of Enid. Mr. Jerry Whitney is the incumbent, but is term-limited. Applications have been received from Mr. Clint Claypole, Mr. Tom Layne, Jr., Mr. Wade Patterson, Mr. Kenneth Smith, and Mr. Taylor Venus. The successful applicant will serve through May 19, 2025. Applications and a ballot are attached for consideration.

HISTORIC PRESERVATION COMMISSION - One vacancy to be filled by a resident of the Waverly Historic District. Ms. Christine Coffman is the incumbent, but is term-limited. One application has been received from Ms. Rachel Tooman. If approved, Ms. Tooman will serve on the commission through March 1, 2021. The application is attached for consideration.

TREE BOARD - One unexpired term to be filled by any interested resident of Enid. One application has been received from Mr. Cory Buller. If approved, Mr. Buller will serve on the board through March 1, 2020. The application is attached for consideration.

PUBLIC ARTS COMMISSION OF ENID (PACE) - One unexpired term to be filled by any interested resident of Enid. The vacancy exists due to the resignation of Ms. Faith Drylie. One application has been received from Ms. Christy Northcutt. If approved, Ms. Northcutt will serve on the commission through March 1, 2020. The application is attached for consideration.

RECOMMENDATION:

Consider appointments.

PRESENTER:

Jerald Gilbert, City Manager

Attachments

Library - Ballot & Applications

MLK - Ballot & Applications

Hist Pres - Application

PACE - Application

FCSC - Ballot & Applications

Tree - Application

**BOARDS AND COMMISSIONS
MAY 21, 2019**

**BALLOT
LIBRARY BOARD**

ELI CARPENTER	<input type="checkbox"/>	ROGER HARDAWAY	<input type="checkbox"/>
AMANDA PERCIVAL	<input type="checkbox"/>	AMBER WEESE	<input type="checkbox"/>

Vote for TWO (2) to fill vacancies.

CIRCLE & INITIAL

Allen
Norwood
Ezzell
Waddell
Stallings
Mayor Pankonin



CITY OF ENID
ADVISORY COMMISSION APPLICATION FORM

NAME Eli Carpenter

HOME ADDRESS 2029 Lantern Ln Enid Ok 73703

MAILING ADDRESS Same

HOME PHONE 406 750 5625 BUSINESS PHONE _____

EMAIL ADDRESS elimagee@gmail.com

COMMISSION WARD _____

ADVISORY COMMISSION PREFERENCE(S):

Library

RESIDENCE HISTORY: finished High school

4 Associates Completed in I.T.

almost completed Bachelors in I.T.

EDUCATIONAL BACKGROUND: 4418 Redpath Dr. (Vance AFB) 1 year

2029 Lantern Ln (Heritage Hills) 2 years

WORK HISTORY: I am currently a stay at home dad. I

work on computers in my spare time. I volunteer at the

clinic on Vance AFB with their I.T. department from time to time.

I ~~was~~ served in the Air National Guard of Montana for 7 years before

CIVIC, COMMUNITY ACTIVITIES:

I participate in library activities with my child, am

a ctive in the Scouting Program at my Church, and

am on the committee for my HOA (at Heritage Hills)

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: _____

None

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

I come often to the library with my child for Books and Activities. I have a vested interest in ~~having~~ current Library programs and in improving and enhancing experiences for our children.

REFERENCES:

Karen Boardman (Library)

Maj. Julie Carpenter (Vance AFB) ————— 406 217 4719

OTHER COMMENTS: _____

RESUME ATTACHED: (YES) _____ (NO) X

Kim Efto
SIGNATURE

April 18 2018
DATE

Return application to:

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

CITY OF ENID

ADVISORY COMMISSION APPLICATION FORM

NAME Roger Hardaway

HOME ADDRESS 621 S. Hayes Street #8; Enid, OK 73703

MAILING ADDRESS Same

HOME PHONE (580) 478-2639 BUSINESS PHONE (580) 327-8520

COMMISSION WARD 2

ADVISORY COMMISSION PREFERENCE(S):

Library Board

Any other board

RESIDENCE HISTORY: I got married and moved to Enid in May. I have lived in Alva from 1990 until this year.

EDUCATIONAL BACKGROUND: Please see the attached resume. My highest degree is a doctorate in History from the University of North Dakota.

WORK HISTORY: I have been a Professor of History at Northwestern Oklahoma State University since 1990. I have offices on both the Alva and Enid campuses.

CIVIC, COMMUNITY ACTIVITIES: 2009-2013: Member, Alva City Council (elected in a city-wide election in 2009). 2000-2009: Member, Woods County Election Board (appointed by the State Election Board).

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: None

yes 4-14-13
yes 3-28-16
yes 5-12-16

REASONS FOR WANTING TO SERVE ON ABOVE COMMISSION(S): Now that I live in Enid, I want to get involved in community activities. I would love to serve on the Library Board because of my appreciation for learning and because of my love of books. Also, my experience in Alva City government would be beneficial to me because the Alva City Council supervises the Alva Library Board.

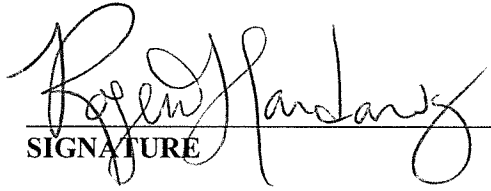
REFERENCES:

Dr. Wayne McMillin, Dean
NWOSU-Enid
(580) 213-3116

Ms. Andi Holland, Director
Cherokee Strip Regional Heritage Center
(580) 278-6657

OTHER COMMENTS: In four years (2009-2013) on the Alva City Council, I never missed a meeting. This included 97 regular meetings and 3 special meetings. None of the other 7 members of the Alva City Council were even close to perfect in their attendance. I've always believed that if you are going to be an effective member of a government body, the first thing you have to do is show up.

RESUME ATTACHED: (YES) ^x (NO)


SIGNATURE

8-28-14
DATE

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

RESUME

NAME: Roger D. Hardaway
ADDRESS: 621 S. Hayes Street #8; Enid, Oklahoma 73703
TELEPHONES: Work: (580) 327-8520; Home: (580) 478-2639
E-MAIL: rdhardaway@nwsu.edu
CURRENT POSITION: Professor of History, Northwestern Oklahoma State University

EDUCATION

Doctor of Arts (History)-----University of North Dakota
Juris Doctor (Law)----- University of Memphis
MA (History)-----New Mexico State University
MAT (History)-----University of Wyoming
MA (Political Science)-----Eastern New Mexico University
BSEd (Secondary Education)-----University of Memphis
BS (History/Political Science)-----Middle Tennessee State University

AREAS OF SPECIALIZATION

The American West	US Legal and Constitutional
Recent US (since 1840)	US Diplomatic
African American	US Surveys (1492-Present)
Native American	Caribbean/Latin American

HIGHER EDUCATION PROFESSIONAL EXPERIENCE

1990-Present -----Northwestern Oklahoma State University
1990-1995: Assistant Professor of History
1995-2000: Associate Professor, tenured
2000-Present: Professor, tenured
1998-2002: Department Chair

Summer 2007-----University of Missouri-St. Louis
Visiting Professor of History

1985-1990 -----Eastern New Mexico University-Clovis
Instructor of History and Political Science
1989-1990: On leave to attend graduate school

1980-1983 -----Eastern New Mexico University
1980-1982: Assistant to the President
1982-1983: Instructor of History and Political Science (one-year position)

1989-1990 -----University of North Dakota
Adjunct Instructor of History

1980-1982 and-----Eastern New Mexico University-Clovis
1983-1985 Adjunct Instructor of History

PUBLICATIONS: BOOKS/MONOGRAPHS

1. A Narrative Bibliography of the African-American Frontier: Blacks in the Rocky Mountain West, 1535-1912 (The Edwin Mellen Press, 1995)
2. African Americans on the Western Frontier (coeditor) (University Press of Colorado, 1998)
3. African Americans in the American West: A Selective Bibliography (Center for the American West/University of New Mexico, 1999)

PUBLICATIONS: JOURNAL/BOOK ARTICLES (20 total)

1. "Black Hockey Players in Europe" in The Hockey Research Journal (forthcoming)
2. "African American Explorers on the Western Frontier" in Journal of the West 51, no. 4 (Fall 2012): 43-50.
3. "Oklahoma's African American Rodeo Performers" in The Chronicles of Oklahoma 89, no. 2 (Summer 2011): 152-75
4. "African Caribbean Tennis Players" in Journal of Caribbean Studies 21, no. 3 (Fall 2007): 135-48
5. "Race, Sex, and Law: Miscegenation in Tennessee" in Journal of East Tennessee History 74 (2002): 24-37
6. "African American Cowboys on the Western Frontier" in Negro History Bulletin 64 (January-December 2001): 27-32; reprinted online at www.pbs.org on the Public Broadcasting System's web-site devoted to its series called "Texas Ranch House"
7. "African American Communities on the Western Frontier" in Community in the American West (Reno: Nevada Humanities Committee, 1999): 131-45
8. "The African American Frontier: A Bibliographic Essay" in African Americans on the Western Frontier (Niwot: University Press of Colorado, 1998): 231-57
9. "African American Women on the Western Frontier" in Negro History Bulletin 60 (January-March 1997): 8-13; reprinted in Annual Editions: Women's Studies, 1999-2000 (Guilford, Connecticut: Dushkin/McGraw-Hill, 1999): 12-16
10. "William Jefferson Hardin: Wyoming's Nineteenth-Century Black Legislator" in Annals of Wyoming 63, no. 1 (Winter 1991): 2-13; reprinted in The Human Tradition in the American West (Wilmington, Delaware: Scholarly Resources, 2002): 67-82
11. "The New Deal at the Local Level: The Civil Works Administration in Grand Forks County, North Dakota" in North Dakota History 58, no. 2 (Spring 1991): 20-30; reprinted in Hope Restored: How the New Deal Worked in Town and Country (Chicago, Illinois: Ivan R. Dee, 1999): 85-98
12. "Unlawful Love: A History of Arizona's Miscegenation Law" in Journal of Arizona History 27, no. 4 (Winter 1986): 377-90

13. "Tennesseans at the Confederate Constitutional Convention" in Tennessee Historical Quarterly 43 (Spring 1984): 44-48
14. "The Confederate Constitution: A Legal and Historical Examination" in Alabama Historical Quarterly 44 (Spring/Summer 1982): 18-31
15. "Jeannette Rankin: The Early Years" in North Dakota Quarterly 48, no. 1 (Winter 1980): 62-68
16. "Prohibiting Interracial Marriage: Miscegenation Laws in Wyoming" in Annals of Wyoming 52, no. 1 (Spring 1980): 55-60
17. "New Mexico Elects a Congresswoman" in Red River Valley Historical Review 4, no. 4 (Fall 1979): 75-89
18. "Howell Edmunds Jackson: Tennessee Legislator and Jurist" in West Tennessee Historical Society Papers 30 (1976): 104-19

OTHERS in: Blacfax: A Journal of Black History and Opinion 8 (Fall 1994) and Tennessee Education 7 (Fall 1977)

PUBLICATIONS: ENCYCLOPEDIA ARTICLES (50+ total)

1. "Segregation on the Frontier" (1000 words) in Racial and Ethnic Relations in America (Pasadena, California: Salem Press, Inc., 1999)
2. "Medgar Evers" (1500 words) in Encyclopedia of Civil Rights in America (New York: M.E. Sharpe, Inc., 1998)
3. "Loving vs. Commonwealth of Virginia" (2000 words) in Historic U.S. Court Cases: An Encyclopedia, second edition (New York: Routledge, 2001) plus four other 1000-word entries in the same volume

OTHERS in: Handbook of American Women's History, second edition (Garland, 2000); The Encyclopedia of Civil Liberties in America (Sharpe, 2005); The Encyclopedia of New England (Yale University Press, 2005); plus several others

PUBLICATIONS: BOOK REVIEWS (40+ total)

1. In Western Historical Quarterly (February 1992, Spring 1996, Winter 1997, Winter 2006, and Fall 2009)
2. In Chronicles of Oklahoma (Summer 1991, Winter 1991-92, Spring 1994, Summer 1996, Spring 2002, Spring 2012, and Spring 2013)
3. In Journal of the West (October 1998, Fall 2000, Spring 2003, Spring 2004, and Winter 2007)

OTHERS in: Journal of Caribbean Studies (Winter 1994/Spring 1995, Summer/Fall 1998, and Summer/Fall 2001); Caribbean Quarterly (September-December 1995); Nevada Historical Society Quarterly (Spring 2006 and Summer 2007); Oregon Historical Quarterly (Summer 2005); Southwestern Historical Quarterly (forthcoming); plus several others

PUBLICATIONS: DISSERTATION AND THESIS

1. Dissertation (University of North Dakota, 1994): "The African American Frontier: Blacks in the Rocky Mountain West, 1535-1912: A Narrative Bibliography"
2. Thesis (New Mexico State University, 1979): "Georgia Lusk of New Mexico: A Political Biography"

RECENT ACADEMIC CONFERENCE PRESENTATIONS

1. Association of Caribbean Studies, Basseterre, St. Kitts (July 2005): "From the Caribbean to the World: The Careers of Professional Tennis Players Ronald Agenor of Haiti and Roger Smith of the Bahamas" [NOTE: This paper later became part of an article on African Caribbean tennis players published in the Journal of Caribbean Studies.]
2. Oxford Round Table, Oxford, England (March 2006): "African Americans in the American West"
3. Association of Caribbean Studies, Toronto, Ontario, Canada (July 2008): "African American Settlers on the Canadian Frontier"
4. Oklahoma Historical Society, Enid, Oklahoma (April 2011): "Oklahoma's African American Rodeo Performers" [NOTE: This paper was later revised and expanded for publication in The Chronicles of Oklahoma.]
5. Western History Association, Oakland, California (October 2011): "African American Cowboys and the National Finals Rodeo"
6. Maple Leaf and Eagle Conference on North American Studies, Helsinki, Finland (May 2012): "Ranch Hands and Rodeo Stars: Cowboys of African Descent in the American West"
7. Putting It On Ice Conference [about the sport of ice hockey], Center for the Study of Sport and Health, Halifax, Nova Scotia, Canada (July 2012): "Black Hockey Players in Europe" [NOTE: This paper was later revised and expanded for publication in The Hockey Research Journal.]
8. Arkansas Historical Association, Helena-West Helena, Arkansas (April 2013): "Arkansas and the Confederate Constitution"
9. New Directions in the Humanities Conference, Budapest, Hungary (June 2013): "African American Policemen on the Western Frontier"

GRANTS, FELLOWSHIPS AND AWARDS

1. 2013: University of Texas Chautauqua (selected to participate in a week-long historical tour of Ecuador, studying the country's geography, history, and culture)
2. 2006: Oxford Round Table (selected to participate in a week-long seminar at the University of Oxford in Oxford, England, on the topic of "Diversity in Society")
3. 2005: National Science Foundation/University of Texas Chautauqua (selected to participate in a week-long seminar at the University of Alaska Southeast-Ketchikan in Ketchikan, Alaska, on the topic of "Alaska Natives of Southeast Alaska")

4. 2004: Biography chosen for inclusion in *Who's Who in American Teachers* (Austin, Texas: Educational Communications, Inc., 2004) [and succeeding editions]
5. 1999: Biography chosen for inclusion in *Who's Who in America, 2000-2001* (New Providence, New Jersey: Marquis Who's Who, 2000) [and succeeding editions]
6. 1998: Biography chosen for inclusion in *Who's Who in the South and Southwest, 1999-2000* (New Providence, New Jersey: Marquis Who's Who, 1999)
7. 1998: National Endowment for the Humanities (selected to attend a four-week summer institute at the Virginia Foundation for the Humanities/University of Virginia entitled "Roots: The African Background of American Culture through the Trans Atlantic Slave Trade")
8. 1998: University of Wyoming American Heritage Center (selected to participate in a symposium on "Women Educators of the American West")
9. 1996: Oklahoma Scholar-Leadership Enrichment Program (selected to co-conduct a week-long seminar on "African Americans in the American West")
10. 1994: Buffalo Bill History Center (selected to attend a two-week seminar at the Buffalo Bill History Center in Cody, Wyoming, on the topic of "Western American Indians")
11. 1993: Oklahoma Foundation for the Humanities Grant (subject: buffalo soldiers—African American troops—in the American West of the late nineteenth century)
12. 1991: Oklahoma Foundation for the Humanities Grant (subject: U.S. Bill of Rights)
13. 1990: University of North Dakota Dissertation Fellowship (subject: African Americans in the Rocky Mountain West)
14. 1987: Wyoming Council for the Humanities Grant (subject: William Jefferson Hardin, Wyoming African American legislator of the late nineteenth century)

TEACHING AWARDS

1. 1993: Received the "John Sheffield Teacher of the Year Award," Northwestern Oklahoma State University
2. 1989: Received the "Teacher of the Year Award," Eastern New Mexico University-Clovis

OTHERS: Have regularly received merit pay performance awards at both Northwestern Oklahoma State University and Eastern New Mexico University-Clovis when awards have been given and I was eligible to receive them.

OTHER PROFESSIONAL EXPERIENCE

- 1983-1989: Private law practice
1983-1985: Portales, New Mexico (full-time)
1985-1989: Clovis, New Mexico (part-time)

SERVICE TO THE HISTORY PROFESSION

Maintain active membership in Western History Association, Oklahoma Historical Society, the Association for the Study of African-American Life and History, and the Society for International Hockey Research

Papers presented at historical conferences: 21 total

Sessions chaired at historical conferences: 10 total

District coordinator, Oklahoma History Day, 1990-1994

SERVICE TO THE UNIVERSITY

At Northwestern Oklahoma State University

A. Chair, Academic Affairs Appeals Committee, 1991-Present

B. Chair, Athletic Committee, 1994-1997

C. Faculty Athletic Representative to the National Association of Intercollegiate Athletics (NAIA), 1994-1997, 2005-2011

D. President, Oklahoma Intercollegiate Conference, 1996-1997 (vice-president, 1995-1996)

E. Member, Faculty Senate, 2003-2005; 2006-2008; 2008-2009; 2010-2012; 2013-2014 (vice-president 2010-2011; president, 2011-2012)

F. Faculty advisor to various student groups, 1991-Present

At Eastern New Mexico University-Clovis

A. President, Faculty Association, 1987-1988

B. Member, Eastern New Mexico University Faculty Senate, 1986-1988

SERVICE TO THE COMMUNITY

Member, New Mexico Commission on Indian Affairs, 1981-1985 (one of two non-Indian members; appointed twice by the governor of New Mexico)

Member, Woods County Election Board, 2000-2009 (appointed three times by Oklahoma State Election Board)

Member, Alva City Council, 2009-2013 (elected by voters in a city-wide election)

Have written several articles for local newspapers: four for *Clovis News Journal* in 1989; one for *Stillwater News Press* in 1993; and nine for *Alva Review-Courier* (three in 1994, two in 1998, one in 2002, two in 2005, one in 2006), and am writing a weekly column for *Alva Review-Courier*, January 2011-present

Have made presentations to several community groups on various topics such as African Americans in the American West, African American athletes, African American cowboys, political parties in the United States, U.S. presidents, the Cold War, African American soldiers, and the U.S. Constitution



CITY OF ENID
ADVISORY COMMISSION APPLICATION FORM

NAME Amanda Percival

HOME ADDRESS 2717 Oakridge Rd Enid, OK 73703

MAILING ADDRESS 2717 Oakridge Rd Enid, OK 73703

HOME PHONE 405-426-7434 BUSINESS PHONE 580-744-9811

EMAIL ADDRESS amanda.percival@hotmail.com

COMMISSION WARD 5

ADVISORY COMMISSION PREFERENCE(S):
Library

RESIDENCE HISTORY: I am from NW Oklahoma. My family lived in the Oklahoma City area between 2005-2015. I have live in my current home in Enid for two years.

EDUCATIONAL BACKGROUND: 2000-B.S. Accounting from NWOSU-Alva
2007-M.B.A. Accounting Emphasis from SWOSU
2013-M.A. Professional Counseling from Liberty University

WORK HISTORY: I worked in the governmental accounting field for approximately 11 years and am a CPA. I then changed careers and currently have a private counseling practice in Enid as a Licensed Professional Counselor for two years.

CIVIC, COMMUNITY ACTIVITIES: Part of my governmental accounting experience was as the Director of Finance for the City of Piedmont (2007-2009) where I worked closely with the various municipal boards including the library board. My husband and I have been involved in our church and have raised money for the Susan G. Komen organization.

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: _____

I have never served on a board, but have a knowledge of its operations from the view of an employee that worked closely with municipal boards.

REASONS FOR WANTING TO SERVE ON ABOVE COMMISSION(S): I have wanted to become more active in the community. I have always had a love of reading and libraries.

I believe that the library is a very important piece of our community and enjoy many of the services the library provides. This would be a great fit for me and my strengths to be able to serve in this capacity.


REFERENCES:

Kris Mitchell, Owner of Oasis Plumbing and Mechanical
in Oklahoma City 405-921-2703

Cody Anderson, Pastor Faith Center-Meno
580-977-4797

OTHER COMMENTS: I welcome an opportunity to provide more information as necessary to be considered for this appointment.

RESUME ATTACHED: (YES) XX (NO) _____


SIGNATURE

4/17/2019
DATE

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

Amanda Percival
2717 Oakridge Rd
Enid, OK 73703
405-426-7434
amanda.percival@hotmail.com

EXPERIENCE

Amanda Percival, PLLC-Enid, OK **03/2017 – Present**

Therapist/Owner

- Assess New Clients
- Develop Appropriate Treatment Plan Based on Diagnosis
- Plan and Facilitate Direct Care of Clients Through Individual Therapy Services

Edmond Family Counseling-Edmond, OK **02/2015 – 07/2017**

Therapist-Part Time

- Assess New Clients
- Develop Appropriate Treatment Plan Based on Diagnosis
- Plan and Facilitate Direct Care of Clients Through Group and Individual Therapy Services

Counseling Associates of Edmond-Edmond, OK **06/2014 – 12/2015**

Therapist-Part Time

- Complete Intake Evaluations
- Develop Appropriate Treatment Plan Based on Diagnosis
- Plan and Facilitate Direct Care of Clients Through Group and Individual Therapy Services

Red Rock Behavioral Health Services-Oklahoma City, OK **01/2014 – 06/2014**

Therapist

- Complete Intake Evaluations
- Develop Appropriate Treatment Plan Based on Diagnosis
- Plan and Facilitate Direct Care of Clients Through Group and Individual Therapy Services
- Participate in Treatment Team Meetings to Ensure Quality Care.

Oasis Plumbing and Mechanical, LLC-Oklahoma City, OK **07/2011 – 12/2013**

Accountant

- Accounts payable
- Accounts receivable
- Sales tax reporting
- Project budgeting and reporting
- Liaison to income tax accountant
- Cash management
- General ledger posting and maintenance using Quickbooks software

Oklahoma Department of Transportation-Oklahoma City, OK
Accounting Branch Manager

04/2009 - 07/2011

- Oversee all nine divisions of accounts payable for the Oklahoma DOT with a staff of 23 accountants.
- Provide resources for timely and accurate payments to vendors.
- Ensure employees have all required training annually.
- Maintain accounting branch policies and procedures.
- Conduct employee evaluations.
- Implement and maintain electronic deposit information for accounts payable.
- Create and manage financial reports that are relevant to agency management.

City of Piedmont-Piedmont, OK
Finance Director

01/2007 - 03/2009

- Preparation of operational and capital budgets
- Expense monitoring and containment
- Review and approve general ledger entries
- Supervise and approve accounts payable
- Supervise payroll, cash receipts, and utility billing
- Direct communication with external auditors
- Data compilation and analysis for annual audit
- Bank account reconciliations
- Risk management

EDUCATION

Liberty University

- Masters of Professional Counseling December 2013

Lynchburg, VA

Southwestern Oklahoma State University

- Masters of Business Administration May 2007

Weatherford, OK

Northwestern Oklahoma State University

- Bachelor of Science-Accounting May 2000

Alva, OK

CERTIFICATIONS & TRAININGS

Certified Botvin LifeSkills Facilitator

Certified First Time Offender Program Facilitator

Licensed Professional Counselor-License #6399

Certified Public Accountant

- Certificate #15741

REFERENCES AVAILABLE UPON REQUEST



CITY OF ENID
ADVISORY COMMISSION APPLICATION FORM

NAME Amber Weese

HOME ADDRESS 514 S. Roosevelt Enid OK 73703

MAILING ADDRESS Same

HOME PHONE 580-603-1849 BUSINESS PHONE 580-213-1784

EMAIL ADDRESS Home:amwjax0613@gmail.com Work: aweese@cnb-ok.com

COMMISSION WARD 1

ADVISORY COMMISSION PREFERENCE(S):

Library Board

RESIDENCE HISTORY: 514 S. Roosevelt Enid OK 73703

EDUCATIONAL BACKGROUND: Graduate from Enid High School

1 1/2 years at Southwestern Oklahoma State University-Weatherford OK

WORK HISTORY: 6 years at Central National Bank

6 years at Lowe's Home Improvement

CIVIC, COMMUNITY ACTIVITIES: Member of the PTO at Hoover Elementary School

Volunteer at Furever Friends

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: _____

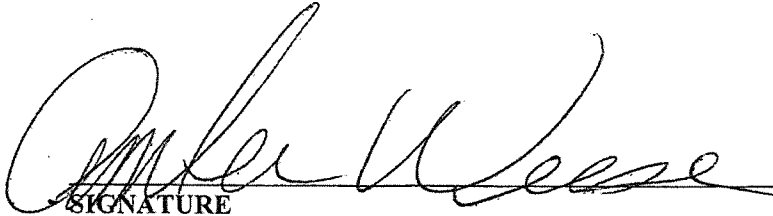
REASONS FOR WANTING TO SERVE ON ABOVE COMMISSION(S): I have always loved the library and would liek to see it flourish. I am looking for a way to give back to my community and feel this would be a good fit.

REFERENCES:

Brett Easter 405-802-1574
Sandra West 214-336-4196

OTHER COMMENTS: _____

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


SIGNATURE

09/19/2017
DATE

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

**BOARDS AND COMMISSIONS
MAY 21, 2019**

**BALLOT
DR. MARTIN LUTHER KING, JR. HOLIDAY COMMISSION**

BRADLEY BARRICK	<input type="checkbox"/>	SHIRLEY RAE CREEL	<input type="checkbox"/>
SHALONNDA FRAZIER	<input type="checkbox"/>	LINDA MARDIS	<input type="checkbox"/>

Vote for THREE (3) to fill vacancies.

CIRCLE & INITIAL

Allen

Norwood

Ezzell

Waddell

Stallings

Mayor Pankonin



CITY OF ENID
ADVISORY COMMISSION APPLICATION FORM

NAME Bradley Barrick

HOME ADDRESS 1616 CONSTITUTION AVE ENID OK 73708

MAILING ADDRESS "

HOME PHONE 918 640 0754 BUSINESS PHONE 580 233 1742

EMAIL ADDRESS bj.barrick@gmail.com

COMMISSION WARD

ADVISORY COMMISSION PREFERENCE(S):

Dr. MARTIN LUTHER KING JR. HOLIDAY COMMISSION

RESIDENCE HISTORY: 1616 CONSTITUTION AVE, ENID 73708

802 BENE RAN, ENID 73703

3508 WESTMINSTER, ENID 73703

EDUCATIONAL BACKGROUND: DOCTOR OF MINISTRY - ASSEMBLIES OF GOD

THEOLOGICAL SEMINARY, MASTERS OF DIVINITY - DEAN ROBERTS UNIVERSITY

MASTERS OF BUSINESS ADMINISTRATION - UNIV OF CENTRAL OKLAHOMA

WORK HISTORY: ASSOCIATE PASTOR - ENID FIRST ASSEMBLY

OWNER - HOTWORLD FITNESS STUDIO, HAMLETOWN PROPERTIES LLC,

CANDY SACK CONCESSIONS LLC

CIVIC, COMMUNITY ACTIVITIES: CHAPLAIN - US ARMY NATIONAL GUARD,

GREENWOOD ELEMENTARY, UNITED WAY, CIRCLE OF CARES FOSTER

CARE

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: N/A

REASONS FOR WANTING TO SERVE ON ABOVE COMMISSION(S): FOR THE PAST
TWO YEARS, I HAVE SPONSORED AND SERVED AT THE MLK PRAYER BREAKFAST,
MARCH AND CELEBRATION. NOW I AM READY FOR ME AND MY
CHAURCA TO GET EVEN MORE INVOLVED. IT WOULD BE AN HONOR
TO SERVE ON THIS COMMISSION.

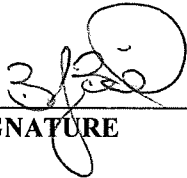
REFERENCES:

PATRICIA STEVENSON, MLK CHAIRMAN
DR. EMILY COOPER

DAN SCHIEDEL, UNITED WAY
KEEL CAFFREY, CIRCLE OF CARE

OTHER COMMENTS: _____

RESUME ATTACHED: (YES) _____ (NO) _____


SIGNATURE

3/28/19
DATE

Return application to:

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



CITY OF ENID
ADVISORY COMMISSION APPLICATION FORM

NAME Shirley Rae Creel
HOME ADDRESS 921 Freeland Dr.
MAILING ADDRESS 921 Freeland Dr.
HOME PHONE (580) 478-3190 BUSINESS PHONE _____
EMAIL ADDRESS Sweetstar63@aatt.net
COMMISSION WARD _____

ADVISORY COMMISSION PREFERENCE(S):
Martin Luther Kings

RESIDENCE HISTORY: I have lived in Enid most of my life I have lived at this address 1001 1/2 years. 921 Freeland Dr.

EDUCATIONAL BACKGROUND: Graduated from Enid High 1982

WORK HISTORY: I have worked for Braums off and on for 30 years. This time almost 17 years.

CIVIC, COMMUNITY ACTIVITIES: _____

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: _____

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

*I feel like it be an honor
and blessing to do so.*

REFERENCES:

*Catherine Breitenkamp (580) 554-9297
Mary Anderson (580) 402-5557*

OTHER COMMENTS: _____

RESUME ATTACHED: (YES) _____ (NO)

Shirley Rae Creel

SIGNATURE

4-4-19

DATE

Return application to:

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



**CITY OF ENID
ADVISORY COMMISSION APPLICATION FORM**

NAME Shalonnda Frazier

HOME ADDRESS 516 E. Wabash

MAILING ADDRESS '' ''

HOME PHONE (580) 278-3249 BUSINESS PHONE Ø

EMAIL ADDRESS Shalonnda.Frazier93@gmail.com

COMMISSION WARD _____

ADVISORY COMMISSION PREFERENCE(S):

1 Martin Luther King

RESIDENCE HISTORY: _____

EDUCATIONAL BACKGROUND: High school diploma

Some college

WORK HISTORY: McDonalds 4-2010 - 3-2014

Candlewood Suites 4-2016 - 6-2017

LIFE EMS 9-2017 - 8-2018

CIVIC, COMMUNITY ACTIVITIES: _____

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: _____

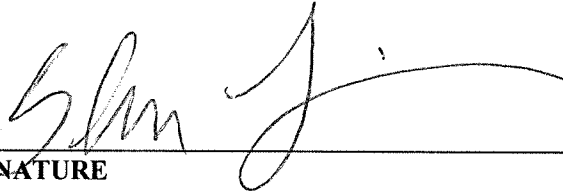
REASONS FOR WANTING TO SERVE ON ABOVE COMMISSION(S): To be
apart of the community and member
of a team

REFERENCES:

Emma Frazier _____
Patricia Stevenson _____

OTHER COMMENTS: _____

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



SIGNATURE

4-2-19

DATE

Return application to:

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



**CITY OF ENID
ADVISORY COMMISSION APPLICATION FORM**

NAME Linda Diane Mardis

HOME ADDRESS 4214 Patrick Henry Place

MAILING ADDRESS Same as Home Address

HOME PHONE 5804843311 **BUSINESS PHONE** 5802374673

EMAIL ADDRESS jimlin@securenym.net

COMMISSION WARD Ward #6

ADVISORY COMMISSION PREFERENCE(S):

MLK Celebration Board

RESIDENCE HISTORY: My husband and I, along with our five children moved to Enid in 2006 to be close to family; we have family members who have been "Enidites" for many years.

EDUCATIONAL BACKGROUND: I attended public schools in Oklahoma City. I studied at Oklahoma Baptist College. Then in 1997 our family moved to China as missionaries where I learned to speak/read/write Chinese. I am currently working toward an accounting degree.

WORK HISTORY: Missionary with Baptist International Missions, Inc. from 1994 to 2008. Customer Service at Central National Bank from 2008 to 2010. Bookkeeper at Hope Outreach from 2010 to present.

CIVIC, COMMUNITY ACTIVITIES: I have attended First Baptist Church of Enid since 2006. I recently joined the Inter-Racial Women's Club. I am able to serve our community through my job at Hope Outreach Ministries, Inc.

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: _____

I have never served on an advisory committee other than at my church.

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

I attended the MLK Celebration this year and was so moved by the beauty and love displayed by those commemorating Martin Luther King Jr.'s life and the work he did to bring people of all races together in love, that I felt compelled to offer to serve.

REFERENCES:

Martha Hodgden

Debra Norwood

Jackie Manning

Stephanie Moffitt

OTHER COMMENTS: _____

RESUME ATTACHED: (YES) _____ (NO) ^x _____

Linda Mardis

SIGNATURE

March 15, 2019

DATE

Return application to:

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



CITY OF ENID
ADVISORY COMMISSION APPLICATION FORM

NAME Rachel Tooman

HOME ADDRESS 1223 W. Maine Ave, Enid, ok 73703

MAILING ADDRESS Same as above

HOME PHONE 405-401-9382 BUSINESS PHONE none

EMAIL ADDRESS rfauchier@gmail.com

COMMISSION WARD 2

ADVISORY COMMISSION PREFERENCE(S):

Library - Enid Resident
Historic Preservation

RESIDENCE HISTORY: 1223 W. Maine (since 2015), 1414 S. Johnson (4 years), Fayetteville, Arkansas, Norman, OK, 4210 Revere (1995 - my parents still reside there), 2821 Franklin (1991 - 1995), Elk City, OK (1979-1990), Brief year in Ark City, Kansas.

EDUCATIONAL BACKGROUND: EHS 1998. Bachelors and Masters of Anthropology and Archaeology at OU. Completed coursework and exams for PhD at UARK but did not finish in Fayetteville, Arkansas.

WORK HISTORY: See Attached resume.

CIVIC, COMMUNITY ACTIVITIES: Alto in St. Matthew's choir. Former Altar Guild member at St. Matthew's. Former Board of Director of Farmer's Market. Assistant to the Master Gardener and Beekeeper of Paradise Gardens For Forgettes ministries. Founder of Enid Oklahoma Anthropological Society Chapter (1st meeting coming soon). All Mom's at Emmanuel Baptist.

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: _____

Farmer's market Around 3 years

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

to read and I want to be involved with the library

as much as possible. It is the last place where people

can really come together. The staff is amazing and I will

be joining the Friends of the Library as well.

REFERENCES:

Cheryl Franklin 233-8368

Paul Allen 747-7300

Cammer Kaiser 402-0674

Don Wyckoff, PhD 405-360-1259

OTHER COMMENTS: I believe I would be a boon to this

committee because as an anthropologist I worked with a diverse

segment of society and have developed diplomatic social

skills to navigate across cultural, racial, and linguistic

barriers. Also my husband says I am where books go to die.

RESUME ATTACHED: (YES) K (NO) _____

Rubel Zeeman
SIGNATURE

5-6-2019
DATE

Return application to:

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

Rachel Ann Tooman, M.A.

1223 W. Maine Ave, Enid, OK (405) 401-9382

E-mail: rfauchier@gmail.com

Skills: Outstanding and efficient in leadership roles and independent work as well as in teamwork and other cooperative roles. Experience with children and undergraduates in an educational setting. Clerical and research skills including but not limited to: excellent written and oral communication; exceptional organizational skills; fast learner; extraordinary researcher, analyst and project builder; able to deal effectively and respectfully with diverse portions of society; proficient in Word, Excel, PowerPoint, Streamline, indexing software and other computer programs

Education:

Continued Education toward Ph.D. in Anthropology from University of Arkansas, 2009 to 2014. Coursework, comprehensive exams and oral exams completed.

M.A in Anthropology, University of Oklahoma, May 2009

B.A. in Anthropology, University of Oklahoma, Norman, Oklahoma, May 2005.

High School Diploma from Enid High School, Enid, Oklahoma, May 1998.

Experience:

February 19, 2015 – September 7, 2018: Abstractor and office assistant at Humphrey/Guarantee Abstract in Enid, Oklahoma. Duties include researching legal documents for Final Title Reports, Title Searches, Written and Verbal Gaps and for compilation in abstracts. I also indexed documents from the Court House, proofed others' indexing, indexed the Tax Index, and proofed those as well. In addition, I organized abstract storage by logging abstracts as they arrive, updating our card system, and filing the abstracts in their appropriate places. I utilized both a computer and a traditional typewriter. I performed other clerical work such as assisting with walk ins and phone calls asking for deed preparation, document searches, or retrieval of their abstracts. I am also a notary and was an authorized check signer for checks and for bank wire-ins. I did other clerical work such as taking new abstract and/or closing orders and entered them into our closing program. I assisted realtors and mortgage companies with document searches, covenant and plat searches, and other documentation research. I proofed others' work and assisted on projects involving 300' variances, right of ways, and easements. I also helped train new employees.

October 2013- February 2015: Substitute Teacher in Enid Public Schools. Taught all subjects and all age grades across Enid. Interacted with a variety of students including those who only spoke Spanish or Marshallese, as well as kids from all sorts of backgrounds, both cultural and economic. For three months I was a Middle School Western Geography teacher for a teacher on maternity leave. Some guidance was provided but I elaborated on the materials she left me and taught age appropriate lectures. I graded the childrens' assignments and logged their

grades into the EPS grade portal. I utilized an overhead projector, whiteboards, microphones, tvs, laptops and other media.

January 2010 - May 2011: Graduate Teaching Assistant at the University of Arkansas. Stand alone teacher of two sections per semester of Biological Anthropology Lab Methods. Designed lectures, lab activities, and exams for 30 students per class. Held office hours, mentored and tutored students, recorded grades and uploaded classroom content and grades onto class website. I utilized an overhead projector, whiteboards, microphones, tvs, laptops and other media.

August 2009 to December 2009: Graduate Teaching Assistant at the University of Arkansas. Stand alone teacher of two sections of Introduction to Cultural Anthropology. Designed lectures and exams for 50 students. Held office hours, mentored and tutored students, recorded grades and uploaded classroom content and grades onto class website. I utilized an overhead projector, whiteboards, microphones, tvs, laptops and other media.

May 2008 – August 2009: Graduate Research Student at the Archaeological Survey under Scott Hammerstedt and Amanda Regnier. Duties included surveying on foot and by kayak the Mountain Fork and Glover River drainages, constructing site maps and profiles for an archaeological site in AutoCAD and Adobe Illustrator with GPS, and co-writing publications on survey work. Conducted pit surveys after plotting route using topography maps and logged locations with GPS, uploaded into ArcGIS and catalogued, photographed, and indexed any artifacts found.

Summer 2008: Graduate Assistant supervisor at an archaeological field school, under Patrick Livingood, Amanda Regnier, and Scott Hammerstedt. Duties included supervising and instructing undergraduates at the archaeological site as well as conducting archaeological investigations. I conducted initial survey and helped map the boundaries of the site. Assisted with post hole tests. Helped rope off and set up digging areas as well as areas to be surveyed by gradiometer. I conducted a great deal of the gradiometer survey as I can walk in a certain measure thanks to being a participant of Strolling Strings during High School. I supervised and instructed undergraduates on how to take off top soil, carefully excavate with trowel and shovel, how to keep floors and walls level and clean, how to map features, how to map and take out artifacts, how to sieve the backfill to look for artifacts, and at the end of the dig, how to backfill. I instructed students on how to clean artifacts, how to catalogue and index them, how to field store them, and then later how to analyze them for a publication the students created as part of their class requirements.

I supervised them on weekends as we were living at the Forestry Center. I made sure the living quarters were kept clean, no bad behavior ensued, and took care of any disputes or drama.

June 2007: Archaeological field crew member at an archaeological excavation near El Reno, Oklahoma, under Dr. Don Wyckoff for two weeks. Assisted with excavation with minimal supervision. No archaeological artifacts were found. Instead we unearthed the remains of a mammoth. Assisted with the excavation of the bones and assisted the paleontologist with the application of a foam to help encase the bones and protect them while they were removed from the ground. Back at the Museum I assisted for a few weeks on removing the foam.

August 2007- May 2008: Graduate Assistant at OU, TA for Anthropology of Religion and Introduction to Anthropology. Graded papers, held office hours for students, led study sessions,

assisted students with make- up work, choosing of paper topics, any other class related issues. Also designed and taught a lecture under the supervision of the main Professor.

August 2006- May 2007: Graduate Assistant at OU; TA for Plagues and People and Museum Anthropology. Graded papers, held office hours for students, led study sessions, assisted students with make- up work, choosing of paper topics, any other class related issues. Also designed and taught a lecture under the supervision of the main Professor.

August 2004-August 2009: Paid internship in the Archaeological laboratory at the Sam Noble Oklahoma Museum of Natural History. Duties include cataloging artifacts from a WPA site from eastern Oklahoma and assisting the curators, Dr. Don Wyckoff and Peggy. Beginning internship was in the laboratory. Duties included cataloging and curating artifacts (which included numbering artifacts and transferring them into archival storage containers) as well as transferring the paper catalog to a digital format and photographing artifacts for the archival record.

Fall 2004: Paid internship in the Archaeological laboratory. Duties include cataloging artifacts from a WPA site from eastern Oklahoma and assisting the curators, Dr. Don Wyckoff and Peggy Rubenstein. Such assistance included filing site reports, pulling archival materials for researchers and guests, repackaging and curating various types of artifacts, organizing archival photographs, transferring paper catalogs to a digital format, and assigning lab work to new student volunteers.

This work continued throughout my time at OU and culminated in the Graduate Research I performed for my Master's Degree. Because I was working with human remains and artifacts from burials, which fall under the purview of NAGPRA, I presented my research proposal to the Native American tribes associated with the sites, namely the Caddo and the Wichita. I received permission to conduct my research and kept them updated with regular visits, letters, and emails. I exercised the utmost sensitivity when working with the remains from this site. As a result, I have close connections with both tribes and frequently attended tribal activities. I presented updates on my research both at their tribal headquarters and at the annual Caddo Conference. Rubenstein. Such assistance included filing site reports, pulling archival materials for researchers and guests, repackaging and curating various types of artifacts, organizing archival photographs, transferring paper catalogs to a digital format, and assigning lab work to new student volunteers.

May 2005-August/2006

Diet Assistant at Norman Regional Hospital: Served food in cafeteria, prepared food, delivered menus and nutritional information to patients, general cleaning duties, some office duties logging patients' nutritional needs and what was delivered to them as well as any special requests. Also answered phones and ran the register occasionally.

August 2002-May 2005

Caterer at OU The Commons Catering. Cooking and preparing food. Was trained in various culinary traditions including French, Italian and Traditional. Made and decorated cakes for special events. Loaded food and equipment into truck, helped unload truck, set up for special events and served guests at special events with included OU football games, weddings, departmental promotions, graduations, receptions and dinners at President Boren's house. General cleaning duties. Independently prepared breakfast for DHS training seminars, delivered to venue, served at venue, cleaned up and brought everything back to headquarters.

Volunteer Activities:

Member of the Board of Directors of The Enid Farmer's Market, 2014- to 2017

President and Founder of Enid OAS (Oklahoma Anthropological Society), 2017 to Present

St. Matthew's Episcopal Church, choir member, Altar Guild, various volunteer work, 2011 to Present

Assistant to Master Gardener of Paradise Gardens, Forgotten Ministries. 2018 to present.

Member and possibly soon Team Leader of All Mom's at Emmanuel Church.

Publications:

Regnier, Amanda and Rachel Fauchier (Tooman)

2009 *An Archaeological Survey of Public Use Lands in the Lower Glover River Drainage, McCurtain County, Oklahoma*. Archeological Resources Survey Report. Oklahoma Archeological Survey, Norman, Oklahoma.

Fauchier, Rachel

2010 A Preliminary Investigation of Burial Associations from Akers (34LF32): A Shallow Fourche Maline Site in Southeastern Oklahoma, *Arkansas Archaeologist* 49: 33-42.

Conference Presentations:

2012 Applying Ceramic Petrography to Fourche Maline Pottery. Paper presented at the annual meeting of the Caddo Conference, Natchitoches, Louisiana.

2010 Fourche Maline Mortuary Practices in Southeaster Oklahoma and Southwestern Arkansas. Poster presented at the annual meeting of the Southeastern Archaeological Conference in Lexington, Kentucky.

2009 Burial Goods from Akers (34LF32). Paper presented at the annual meeting of the Oklahoma Anthropological Society, Norman, Oklahoma.

2009 Preliminary Results of an Analysis of Burial Associations from Akers (34LF32): A Shallow Fourche Maline Site in Southeastern Oklahoma. Paper presented at the annual meeting of the Caddo Conference, Norman, Oklahoma.

2008 Burial Associations from Akers (34LF32): A Preliminary Investigation. Paper presented at the annual meeting of the Southeastern Archaeological Conference in Charlotte, North Carolina.

2008 A Survey of Ceramics from the Wister Area, LeFlore County, Oklahoma. Paper Paper presented at the annual meeting of the Caddo Conference, Natchitoches, Texas.

2007 Variety and Temporal Depth: Ceramics from 34LF32, a Southeastern Oklahoma Site. Poster presented at the annual meeting of the Southeastern Archaeological Conference in Knoxville, Tennessee.

2007 Preliminary Investigations into Akers' (34LF32) Ceramic Assemblage. Paper presented at the annual meeting of the Caddo Conference, Magnolia, Arkansas.

Professional Affiliations:

Southeastern Archaeological Conference
Caddo Conference
Oklahoma Anthropological Society
Oklahoma Museum Association
Enid Farmers' Market
Paradise Gardens

Professional References:

Claire Stone
Humphrey Abstract, Enid, OK 73701
(580) 977-6624 claires@enidabstract.com

Don Wyckoff, Ph.D.
University of Oklahoma, Emeritus Professor and Former Curator of the Sam Noble Oklahoma
Museum of Natural History, 2401 Chautauqua, Norman, OK 73072
(405) 360-1259; xtrambler@ou.edu

Amanda Regnier, Ph.D.
Oklahoma Archeological Survey, Archaeologist
111 E. Chesapeake Norman OK 73019-5111
(405)325-7211 aregnier@ou.edu

Michelle C. Horn, M.A.
Archaeologist with US Army Corp of Engineers
(918) 669-7642
Michelle.C.Horn@usace.army.mil

Personal References:

Cammeron Kaiser
CK Photography, Enid OK 73703
(580) 402-0674 ilovelilyandchloe@gmail.com

Elizabeth Allen
Circle of Love Hospice; St. Matthew's Episcopal Church Choir Director
(580) 478-8673

Cheryl Franklin
Retired Enid High School Teacher
(580) 233-8368 clfranklin@suddenlink.net

Paul Allen
Founder of Advance Foods and fellow Episcopalian
(580) 747-7300
paul.allen@mshdg.com



CITY OF ENID
ADVISORY COMMISSION APPLICATION FORM

NAME Christy Northcutt

HOME ADDRESS 3003 Falcon Crest Dr. Enid, OK 73703

MAILING ADDRESS same

HOME PHONE 580.242.4413 BUSINESS PHONE 580.484.2904

EMAIL ADDRESS christy.northcutt@fitchicksenid.com

COMMISSION WARD 6

ADVISORY COMMISSION PREFERENCE(S):

PACE

RESIDENCE HISTORY: Born in Enid 1969, resided in Enid until 1993, returned to Enid permanently in 2002.

EDUCATIONAL BACKGROUND: BFA - William Woods University, MO
master of Ed, Higher Ed Administration, coursework -
Phillips University - Enid, OK

WORK HISTORY: William Woods University - Reg. Director of Adm.
Phillips University - Associate Director of Admissions
Bank of OK, N.A. - VP, Corporate Marketing - Tulsa
Please see attached document.

CIVIC, COMMUNITY ACTIVITIES:

Please see attached document.

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: _____

N/A

REASONS FOR WANTING TO SERVE ON ABOVE COMMISSION(S): Public art is a reflection of a community and its inspirations. It brings people together to think, create, share and enjoy life. I'd like to lend my planning and implementing skills to the commission to assist with future projects. With my BFA degree and marketing background, I believe I will be able to identify worthy projects with realistic goals that
REFERENCES: will enhance our quality of life in Enid.

Linda Moore, Enid Arts Council

Mike Klemme, Photographer

Randy Rader, EPS Asst. Super

OTHER COMMENTS: _____

RESUME ATTACHED: (YES) X (NO) _____

Christy Northcutt
SIGNATURE

4.19.19
DATE

Return application to:

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

or: PO Box 1768
Enid, OK 73702

Christy McCollough Northcutt
3003 Falcon Crest Drive
Enid, OK 73703
580.484.2904 ~ christy.northcutt@fitchicksenid.com

Civic Activities:

Governor's Arts Award

- ◆ Community Volunteer Award Recipient - 2007

Enid Arts Council

- ◆ President - Board of Directors 2005-06 and 2006-07
- ◆ Member - Board of Directors since 2002
- ◆ Kennedy Center Partners in Education Program – Chair 2005-present
 - ☒ Obtaining 400+ hours of Kennedy Center training in program management
 - ☒ Planning & implementation of thirty-seven (37) Kennedy Center Arts Education workshops for Enid Public School teachers in past ten (13) years
 - ☒ Assisting EPS teachers in completing 81,403 hours of professional development training in arts integration
 - ☒ Fundraising & grant writing to cover costs of all workshop expenses
 - ☒ Coordination of promotional materials and training manuals for workshops
 - ☒ Hosting and evaluating all workshops
 - ☒ Implementing 6 Pilot Schools in Enid Public Schools to initiate Moving Through Math arts integrated Math curriculum for Kindergarten classrooms in 2017, expanding Moving Through Math curriculum to all 1st grade teachers in 6 EPS Pilot Schools in 2018, planning Moving Through Math curriculum expansion for Per-K teachers in Pilot Schools and off-site Early Education Centers for 2019-2020 academic year
- ◆ Guest Speaker - Kennedy Center 2008 Annual Meeting in DC - addressed the newest national partnership teams regarding building successful partnership programs
- ◆ Panelist - Kennedy Center 2009 Annual Meeting in DC - focused on effectively overcoming obstacles and reaching a partnership's potential

Foster Feet

- ◆ Member - Board of Directors since 2017
- ◆ Marketing – Developing brochures, newsletters and communication materials

Be Fit Kids

- ◆ Founder and Volunteer Program Coordinator 2009-2016
 - ☒ Creating the non-profit program with the goal to improve the physical fitness and emotional well-being of children up to 12 years of age. Participants improve self esteem and attitude toward fitness as well as improve sports activity and family bond
 - ☒ Planning and hosting the Annual BUZZ RUN for seven (7) years with a total of 21,000+ Greater Enid area kids crossing the finish line and receiving an event medallion
 - ☒ Coordinating the Health & Fitness Festival in the track infield at the BUZZ RUN to educate the participating families on healthy programs in our community
 - ☒ Planning, promoting and hosting the Annual 1 Mile Fun Run held during the Great Land Run with 700+ participants crossing the finish line over the past 7 years
 - ☒ Creating & implementing a Marathon Training program assisting 40-50 kids May-August 2010 and 2011
 - ☒ Creating the Be Fit Kids program name, logo, events, guidelines and goals
 - ☒ Fundraising annually to cover costs for program expenses
 - ☒ Collaborating with CDSA to become a permanent program of CDSA - Summer 2010

Leonardo's Children's Museum

- ◆ Member - Board of Directors since 2010
- ◆ Capital Campaign – Chair 2012-2015
 - Developing original design plans for new museum exhibits through close work with designers and community stakeholders.
 - Soliciting initial community donors to kickstart the campaign
 - Presenting to Donald W. Reynolds Foundation and securing a \$1.5 million donation
- ◆ Capital Campaign – Honorary Chair 2015-2016
 - Supporting the conclusion of the Capital Campaign
 - Hosting the Donor's Event and Grand Re-Opening of the museum

Enid Symphony Orchestra

- ◆ Member - Board of Directors since 2002
- ◆ Board of Directors Events/Fundraising Committee
- ◆ Member - Enid Symphony Auxiliary

Junior Welfare League of Enid

- ◆ Provisional Year 1998
- ◆ Return Engagement Steering Committee Chair 2002-2003 and 2003-2004
- ◆ PR Committee Chair 2004-2005
- ◆ Charity Gala Class Auction Chair 2005-2006
- ◆ Corresponding Secretary 2005-2006
- ◆ Designed/created the current JWL Website 2005
- ◆ Sustaining Chair 2010-2011 and 2016

Junior League of Tulsa

- ◆ Provisional Year 2000
- ◆ Vice Chair of Admissions 2001-2002

YWCA

- ◆ Building Campaign PR Committee 2002-2003

National Multiple Sclerosis Society

- ◆ MS Walk Planning Committee 2004
- ◆ MS Walk Warm-up Leader 2004, 2005, 2006, 2007
- ◆ MS Walk Team Leader (StrollerFit) 2006

March of Dimes

- ◆ WalkAmerica Team Leader (Bank of Oklahoma) 1999
- ◆ WalkAmerica Team Leader (StrollerFit) 2006
- ◆ WalkAmerica Warm-up Leader 2006, 2007

Etown Magazine

- ◆ Fitness Columnist
 - Contributing free fitness articles in every issue for 4 years
- ◆ Freelance Writer
 - Continuing to write free articles to promote local non-profits or programs that fall within my area of interest

Church Affiliation:

St. Matthew's Episcopal Church

- ◆ Member since 1969
- ◆ Vestry Member - present
- ◆ Altar Guild Member - past
- ◆ Sunday School Teacher – past

Sororities, Fraternities:

Alpha Chi Omega Sorority (William Woods University, Chapter Delta Chi)

- ◆ Member since 1998
- ◆ Vice President of Membership 1991-1992
- ◆ Sorority Hall Director 1992-1993
- ◆ Chapter Advisor 1993-1994 and 1994-1995
- ◆ Enid Alumni Chair 2013-present

Kappa Alpha Order Fraternity (Westminster College)

- ◆ Fraternity Sweetheart – Kappa Alpha Rose – 1992-1993

PEO:

- ◆ Member since 1995
- ◆ Guard - Chapter GF (Enid) 1996-97 and 1997-98
- ◆ Guard - Chapter FE (Tulsa) 2000-01
- ◆ OK State Convention Publicity Committee Chair 2004
- ◆ Social Chair - Chapter GF (Enid) 2006-07
- ◆ Recording Secretary – Chapter GF (Enid) 2012-2013 and 2013-2014
- ◆ President – Chapter GF (Enid) present

William Woods University:

Bachelor of Fine Arts – 1993

Amy Shelton McNutt Award Recipient - 1993

- ◆ Top Award presented at Graduation Ceremony
- ◆ Presented for constancy of purpose and selfless devotion to service without thought of reward. For personal contribution which makes a difference through genuine regard and concern for others.
- ◆ Presented for exemplifying the spirit of Amy Shelton McNutt whose life was dedicated to the great gifts of service and love of human kind in her interest in teaching a woman to help herself.

Regional Director of Admissions - 1993-1995

Phillips University:

Masters of Higher Education Administration, Coursework - 1995-97

Associate Director of Admissions – 1995-97

Director of Housing - 1997

Bank of Oklahoma, N.A.:

Corporate Marketing Manager, Vice President, Tulsa - 1997-2004

**BOARDS AND COMMISSIONS
MAY 21, 2019**

**BALLOT
FIRE CIVIL SERVICE COMMISSION**

CLINT CLAYPOLE

TOM LAYNE

WADE PATTERSON

KENNETH SMITH

TAYLOR VENUS

Vote for ONE (1) to fill vacancy.

CIRCLE & INITIAL

Allen

Norwood

Ezzell

Waddell

Stallings

Mayor Pankonin

CITY OF ENID
ADVISORY COMMISSION APPLICATION FORM

FIRE CIVIL SERVICE COMMISSION

NAME Clint Claypole
HOME ADDRESS 1001 Indian Dr. Fair, Ok 73703
MAILING ADDRESS SAME
HOME PHONE 580 548-6627 BUSINESS PHONE 580 233 5225
DRIVER'S LICENSE # N080748755 COMMISSION WARD _____

HAVE YOU EVER BEEN CONVICTED OF A CRIME (OTHER THAN TRAFFIC OFFENSES)?
IF SO, WHAT, WHEN, AND WHERE? NO

ARE YOU CURRENTLY UNDER A SUSPENSION OR DEFERRED SENTENCE (OTHER
THAN TRAFFIC OFFENSES)? IF SO, WHAT, WHEN, AND WHERE? NO

CIVIL, PROFESSIONAL & COMMUNITY ACTIVITIES President Log Claypole &
Blakley Law, PLLC, Oklahoma & Bartlesville County Bar associations, Kiwanis
member, board member, President, Bonnies Barn, Treasurer.

OTHER COMMENTS _____

REFERENCES _____

AUTHORIZATION FOR BACKGROUND INFORMATION

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

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



SIGNATURE

5-16-19

DATE

Return application to:

City Clerk

401 W. Owen K. Garriott Road or:

PO Box 1768

Enid, OK 73701

Enid, OK 73702

lparks@enid.org

FAX: 580-242-7760

alack@enid.org

CITY OF ENID
ADVISORY COMMISSION APPLICATION FORM

FIRE CIVIL SERVICE COMMISSION

NAME Thomas "Tom" L. Layne Jr.

HOME ADDRESS 1320 W. Oklahoma Enid, OK 73703

MAILING ADDRESS _____

HOME PHONE 580-402-5741 BUSINESS PHONE 580-599-6318

DRIVER'S LICENSE # K081871237 COMMISSION WARD _____

HAVE YOU EVER BEEN CONVICTED OF A CRIME (OTHER THAN TRAFFIC OFFENSES)?
IF SO, WHAT, WHEN, AND WHERE? NO

ARE YOU CURRENTLY UNDER A SUSPENSION OR DEFERRED SENTENCE (OTHER
THAN TRAFFIC OFFENSES)? IF SO, WHAT, WHEN, AND WHERE? NO

CIVIL, PROFESSIONAL & COMMUNITY ACTIVITIES Boy Scouts

OTHER COMMENTS _____

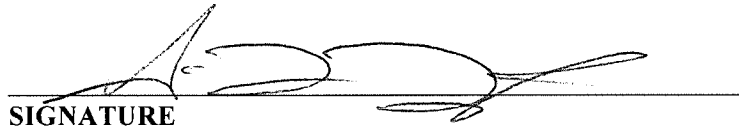
REFERENCES

Myel T. Montross David Lammeter

AUTHORIZATION FOR BACKGROUND INFORMATION

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

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


SIGNATURE

1-19-17
DATE

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

CITY OF ENID
ADVISORY COMMISSION APPLICATION FORM

FIRE CIVIL SERVICE COMMISSION

NAME L. Wade Patterson

HOME ADDRESS 2807 Robin Ridge, Enid, OK 73703

MAILING ADDRESS _____

HOME PHONE 580-541-6011 BUSINESS PHONE 580-541-6011

DRIVER'S LICENSE # P082641533 COMMISSION WARD #1

HAVE YOU EVER BEEN CONVICTED OF A CRIME (OTHER THAN TRAFFIC OFFENSES)?
IF SO, WHAT, WHEN, AND WHERE? no

ARE YOU CURRENTLY UNDER A SUSPENSION OR DEFERRED SENTENCE (OTHER
THAN TRAFFIC OFFENSES)? IF SO, WHAT, WHEN, AND WHERE? no

CIVIL, PROFESSIONAL & COMMUNITY ACTIVITIES Garfield County Assessor, 1997-2018

Kaw Lake Sales Tax Oversight Committee, Chairman, CDSA Board of Directors 2000-current

High School Referee, 20 years (football, volleyball), ASA Hall of Fame (Softball)

International Association of Assessing Officers, Board of Directors 2016-2018

OTHER COMMENTS In my professional training, I dealt with conflict resolution every day. My time as a referee trained me to be calm and thoroughly prepared at all times. I have been on the CDSA Board of Directors 19 years. Being on the board you understand the employees do not work for you, they work for the director or Chief.

REFERENCES


Ken Helms

Jerald Gilbert

AUTHORIZATION FOR BACKGROUND INFORMATION

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

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


SIGNATURE

3/14/2019

DATE

Return application to:

City Clerk
401 W. Owen K. Garriott Road or: PO Box 1768
Enid, OK 73701 Enid, OK 73702
lparks@enid.org
FAX: 580-242-7760

**CITY OF ENID
ADVISORY COMMISSION APPLICATION FORM
FIRE CIVIL SERVICE COMMISSION**

NAME Kenneth C. Smith

HOME ADDRESS 2818 Wagon Trail, Enid, OK 73703

MAILING ADDRESS 2818 Wagon Trail, Enid, OK 73703

HOME PHONE 580-548-7890 **BUSINESS PHONE** _____

DRIVER'S LICENSE # R082000660 **COMMISSION WARD** #6

**HAVE YOU EVER BEEN CONVICTED OF A CRIME (OTHER THAN TRAFFIC OFFENSES)?
IF SO, WHAT, WHEN, AND WHERE?** NO

**ARE YOU CURRENTLY UNDER A SUSPENSION OR DEFERRED SENTENCE (OTHER
THAN TRAFFIC OFFENSES)? IF SO, WHAT, WHEN, AND WHERE?** NO

CIVIL, PROFESSIONAL & COMMUNITY ACTIVITIES Retired Deputy Fire Chief,
Employed by the City of Enid for 32 years.


OTHER COMMENTS I know the City Charter, the PFFE Union Contract,
the hiring process, the Disciplinary process, the Promotional process, and the obligations
of a Fire Civil Service Commissioner. As a retiree, I have no conflicts for scheduling of
meeting or hearings.

REFERENCES
Chief Joe Jackson, Fire Chief, EFD Ken Helms, Fire Marshall, City of Enid

AUTHORIZATION FOR BACKGROUND INFORMATION

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

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


SIGNATURE

3/25/2019
DATE

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

**CITY OF ENID
ADVISORY COMMISSION APPLICATION FORM**

FIRE CIVIL SERVICE COMMISSION

NAME Taylor Venus

HOME ADDRESS 1414 S. Johnson, Enid, OK 73703

MAILING ADDRESS P.O. Box 3623, Enid, OK 73702

HOME PHONE 580.761.0364 (cell) **BUSINESS PHONE** 580.233.5225

DRIVER'S LICENSE # R082443822 **COMMISSION WARD** 2

**HAVE YOU EVER BEEN CONVICTED OF A CRIME (OTHER THAN TRAFFIC OFFENSES)?
IF SO, WHAT, WHEN, AND WHERE?** No

**ARE YOU CURRENTLY UNDER A SUSPENSION OR DEFERRED SENTENCE (OTHER
THAN TRAFFIC OFFENSES)? IF SO, WHAT, WHEN, AND WHERE?** No

CIVIL, PROFESSIONAL & COMMUNITY ACTIVITIES LGE; OBA Legislative Committee; Main
Street Enid Board; EYP Board; Ambucs; Rotary; Grand National Quail Hunt; Meadowlake Advisory Board
EPD Citizens Police Academy; Historic Preservation Commission; Board of Adjustment; EPS Foundation
President; Phi Gamma Delta House Corp Director; OSU Alumni Association Golf Tournament Chair; GCRP Board

OTHER COMMENTS _____

REFERENCES


Joe Jackson

Randy Long

AUTHORIZATION FOR BACKGROUND INFORMATION

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

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


SIGNATURE

03/20/19
DATE

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



**CITY OF ENID
ADVISORY COMMISSION APPLICATION FORM**

NAME Cory Buller

HOME ADDRESS 2710 W. Elm Ave.

MAILING ADDRESS 2710 W. Elm Ave.

HOME PHONE 580-478-3616 **BUSINESS PHONE** 580-231-0113

EMAIL ADDRESS cbuller@enid.org

COMMISSION WARD 5

ADVISORY COMMISSION PREFERENCE(S):

Tree Board

RESIDENCE HISTORY: I have lived in Enid for over 30 years. I moved to Hennessey from 2003 to 2007 and i have lived in Enid since. I grew up and spent most of my life here.

EDUCATIONAL BACKGROUND: I am a 1997 graduate of Enid High School. I have a diploma from Autry Technology in collision repair technology. More recently i received a diploma from the NRPA and NC State University for the Parks Maintenance Management School in West Virginia.

WORK HISTORY: I worked at Hamm & Phillips from 1999 to 2011 in the paint and body shop. I started with the City of Enid Parks and Recreation department in June 2013 as a Park Technician, Became the Parks Foreman in December 2014 and Supervisor in March of 2019.

CIVIC, COMMUNITY ACTIVITIES: I am an active volunteer with Open Door Church and also a Past Master with the local Masonic Lodge, Enid Lodge #80.

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: As interim Parks Supervisor and more recently as the Supervisor I have attended all Park Board meetings since April 2018. I have also attended the Tree Board meetings in that period. I have not served as an actual member.

REASONS FOR WANTING TO SERVE ON ABOVE COMMISSION(S): As the Parks Supervisor, I am actively working with planting and maintaining trees in parks and other areas throughout Enid.

REFERENCES:

Everett Glenn- COE Public Works Director/580-231-3595

Harold Clay-Owner Clays Collision/580-548-3033

Kelly Thompkins- Maine Street Enid Director/580-747-9548

Marcy Jarrett- Visit Enid Director/580-231-2226

OTHER COMMENTS: _____

RESUME ATTACHED: (YES) _____ (NO) _____


SIGNATURE

5/15/2019
DATE

Return application to:

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

City Commission Meeting

5.5.

Meeting Date: 05/21/2019

Submitted By: Alissa Lack, City Clerk

SUBJECT:

CONSIDER APPOINTMENTS TO THE VANCE DEVELOPMENT AUTHORITY.

BACKGROUND:

Two At-Large vacancies exist on the Vance Development Authority, to be filled by any interested resident of the city of Enid. Applications have been received from Mr. Jesse Ashlock, Mr. Roy Bartnick, Mr. James Cheatham, Mr. Jeffrey Mullin, and Mr. Thomas Rowe. One At-Large vacancy is recommended to be filled by Dr. Darrell Floyd, Superintendent of Enid Public Schools, in consideration of the relationship and needs of military families in the Enid community. All prospective members are listed on the ballot for consideration. The successful candidates will serve on the Authority through March 1, 2022.

One unexpired term to be filled by a representative from the Enid Regional Development Association (ERDA). Mr. Brent Kisling has submitted his resignation because he is no longer with the Association, due to his transition to Executive Director of the Oklahoma Department of Commerce. Ms. Lisa Powell, Director of the ERDA, is recommended for appointment to fill this vacancy. If approved, Ms. Powell will serve through March 1, 2022.

RECOMMENDATION:

Consider making a motion to fill one At-Large position with Dr. Floyd. Consider a motion appointing Ms. Powell as the representative from the ERDA. Consider voting on the additional At-Large appointment.

PRESENTER:

Jerald Gilbert, City Manager

City Commission Meeting

6.1.

Meeting Date: 05/21/2019

Submitted By: Cary Huffhines, Executive Assistant

SUBJECT:

CONDUCT A PUBLIC HEARING TO DISCUSS THE FISCAL YEAR 2019 ANNUAL ACTION PLAN TO CONSIDER \$424,875.00 OF PROPOSED ALLOCATIONS AS RECOMMENDED BY THE MAYOR AND COMMISSION FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM.

BACKGROUND:

The City of Enid, as an entitlement city for the receipt of CDBG funds, is required to submit an annual action plan for expenditure of funds to the Department of Housing and Urban Development (HUD). The amount of CDBG funds available to the City of Enid is determined by a formula administered by HUD. The Fiscal Year 2019 funding allocation amount has been determined by HUD in the amount of \$424,875.00. The City is obligated to repay the Section 108 loan and administration costs in the amount of \$183,874.00 to oversee all projects.

The purpose of this public hearing is to receive comments from interested citizens regarding the plan. A resolution approving the proposed plan is a companion item to this item 6.2.

RECOMMENDATION:

Hold public hearing.

PRESENTER:

Stephanie Moffitt, CDBG Director

City Commission Meeting

6.2.

Meeting Date: 05/21/2019

Submitted By: Cary Huffhines, Executive Assistant

SUBJECT:

CONSIDER A RESOLUTION ADOPTING THE FISCAL YEAR 2019 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM AND BUDGET FOR THE 2019-2020 PROGRAM YEAR, AND AUTHORIZE THE CDBG DIRECTOR TO SUBMIT THE PLAN TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

BACKGROUND:

This is a companion to item 6.1.

The City of Enid, as an entitlement city for the receipt of CDBG funds, is required to submit an annual action plan for expenditure and use of CDBG funds to the Department of Housing and Urban Development (HUD). The plans adhere to federal requirements to undertake projects that provide a suitable living environment for the city's low and moderate income residents and areas. All public hearing requirements have been met and public participation was encouraged. The Plan includes activities recommended for funding by the CDBG staff and Funding Committee.

The funding allocation amount its \$424,845.00.

RECOMMENDATION:

Approve the resolution and submission of the 2019 Annual Action Plan.

PRESENTER:

Stephanie Moffitt, CDBG Director.

Fiscal Impact

Budgeted Y/N: Y

Amount:

Funding Source:

United States Department of Housing and Urban Development, Community Development Block Grant Program.

Attachments

Resolution

RESOLUTION

A RESOLUTION ADOPTING THE FY 2019 ANNUAL ACTION PLAN FOR COMMUNITY DEVELOPMENT PROGRAMS, INCLUSIVE OF COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM BUDGET FOR THE JULY 2019 – JUNE 2020 PROGRAM YEAR, AND AUTHORIZING THE CITY OF ENID CDBG DEPARTMENT TO SUBMIT THE PLAN TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

WHEREAS, the Annual Action Plan replaces all current planning and application requirements of the Community Planning and Development Programs funded by the U.S. Department of Housing and Urban Development; and

WHEREAS, the consolidated programs include Community Development Block Grant; Home Investment Partnership program, Emergency Shelter Grants and Housing Opportunities for Persons with AIDS; and

WHEREAS, the City of Enid has conducted public hearings and has received public input concerning the development of the Annual Action Plan and otherwise informed residents of the proposed plan of activities and budget levels included in the “Action Plan” for Fiscal Year 2019; and

WHEREAS, the Annual Action Plan contains the form SF-424 for the current funding year and the required certifications of eligibility for federal assistance.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, as follows

The Board of Commissioners has reviewed the FY 2019 Annual Action Plan which includes the plan for expenditure of Community Development Block Grant Program to be consistent with the overall objectives of the Housing and Community Development Act and local neighborhood redevelopment strategies.

The Board of Commissioners, after evaluation of all the pertinent information presented, authorize the Mayor to submit on behalf of the City of Enid, the FY 2019 Annual Action Plan for Community Planning and Development Programs.

PASSED, APPROVED AND ADOPTED by the Mayor and Board of Commissioners of the City of Enid, State of Oklahoma, on this 21st day of May, 2019.

George C. Pankonin, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

City Commission Meeting

6.3.

Meeting Date: 05/21/2019

Submitted By: Cary Huffhines, Executive Assistant

SUBJECT:

CONDUCT A PUBLIC HEARING ON THE PROPOSED 2019-2020 CITY OF ENID BUDGET AND RELATED AUTHORITIES FINANCIAL PLANS.

BACKGROUND:

This hearing is a requirement of the Oklahoma Municipal Budget Act. The act requires that notice must be published no less than five days prior to the date of the hearing. Notice of said hearing was published in the Enid News and Eagle on May 12, 2019. The hearing must also be conducted at least 15 days prior to the beginning of the new fiscal year.

RECOMMENDATION:

Conduct hearing.

PRESENTER:

Erin Crawford, Chief Financial Officer

City Commission Meeting

6.4.

Meeting Date: 05/21/2019

SUBJECT:

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

City Commission Meeting

7.1.

Meeting Date: 05/21/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH HOLTZEN ENGINEERING GROUP, ENID, OKLAHOMA, IN THE AMOUNT OF \$14,500.00, FOR DESIGN OF PROJECT NO. M-1801C, ENID LANDFILL EXPANSION CELL 11E.

BACKGROUND:

Holtzen Engineering Group is the Engineer of Record and provided the expansion/improvement plans to build the new Cell 11E. Amendment No. 1 is required to complete additional professional services pertaining to the Enid Landfill Expansion cell 11E. These services are needed because the City received a favorable competitive bid, which allows an increase in the size of the landfill expansion. The plan will increase the expansion from 3.6 acres to 5.03 acres, which requires further permitting and engineering services shown in the attached Amendment No. 1. This amendment will increase the total fee from \$49,715.00 to \$64,215.00.

RECOMMENDATION:

Approve Amendment No. 1 in the amount of \$14,500.00 and authorize Mayor to execute the amendment.

PRESENTER:

Murali Katta, P.E., Project Engineer

Attachments

Amendment No. 1



AMENDMENT NO. 1 TO ORIGINAL CONTRACT

Submitted to:	Murali Katta	Project Name:	M-1801C Enid Landfill Expansion
Company:	City of Enid	Project No.:	17.070
Address:	401 W. Owen K. Garriott Rd. Enid, OK 73701	Project Location:	16 th & Southgate Rd. Enid, OK
		Proposal Date:	April 30, 2019

DESCRIPTION OF ADDITIONAL SERVICES

The following Amendment #1 for additional services include the following:

1. The City received a favorable low bid well below the budgeted amount allowing an increase in the size of the landfill lateral expansion.
2. Revise completed Landfill Construction and Permitting plans to increase lateral expansion from 3.6 acres to 5.03 acres.
3. Expansion of the composite liner to the east will enter a new cell (11D) and require the design of a new leachate collection line draining to a new sump and the design of a new leachate removal pump.
4. The new pump will require the sizing of new force mains to handle a future pump to the east and along with the addition of existing pump LP-3 and the proposed pump LP-4. The force mains will be interconnected and discharge to the existing leachate storage tank through a new 4 inch force main connected to a existing 6 inch nozzle at the tank.
5. New quantities will be generated for preparation of a Change Order to the contract and approval of the City Council.
6. All revised plans will require resubmission to the ODEQ for approval and issuance of a revised Solid Waste Permit Modification. Any deficiencies found from ODEQ's review will be addressed and submitted for final approval.
7. Any deficiencies found from ODEQ's review will be addressed and resubmitted for final approval.

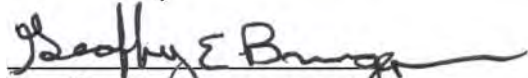
COMPENSATION FOR AMENDMENT NO. 1

The price to provide the above Amendment No. 1 would be a Lump Sum of \$14,500.00.

AMENDMENT NO. 1 ACCEPTANCE

If agreeable to this Amendment, please sign below and return a copy to our office. If you have any questions or require additional information, please feel free to contact me at your convenience. Holtzen Engineering Group appreciates the opportunity to provide you with this proposal, and we look forward to working with you on this project.

Submitted by:


Geoffrey E. Brueggemann, P.E.

Accepted by:

THE CITY OF ENID, OKLAHOMA

By: _____
Mayor

(SEAL)

ATTEST:

City Clerk

City Commission Meeting

7.2.

Meeting Date: 05/21/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

CONSIDER A REQUEST FOR A SIDEWALK VARIANCE FROM RANDY MILLER, FOR PROPERTY LOCATED AT 4817 EAST WILLOW ROAD.

BACKGROUND:

The City of Enid has received a request for a sidewalk variance from Randy Miller LLC, owner of this industrial property.

Mr. Miller desires a variance because there is no foot traffic in this industrial area and no other sidewalks. Additionally, this part of Willow Road carries heavy truck traffic, and there is a high pressure pipeline which parallels the road and could impact construction.

The referenced property is located at 4817 East Willow Road, Unplatted Real Estate Tract #362 in Lot 2 NE/4 of 2-22-6, beginning NW/C of Lot 2. The property is zoned Industrial (I-2) and currently has a building on site, which the owner is adding on to.

Enid Municipal Code section 10-6-1 B provides that sidewalks parallel to all abutting streets are required when adding onto an existing structure on property zoned industrial.

RECOMMENDATION:

Consider variance to Ordinance 10-6-1 Sidewalks Required.

PRESENTER:

Murali Katta, P.E., Interim City Engineer

Attachments

Variance Petition

Location Map



City of Enid Engineering Department
Robert Hitt, P.E., City Engineer
rhitt@enid.org; 580-616-7231
P.O. Box 1768
Enid, OK 73702

VARIANCE PETITION FOR SIDEWALK

I, or We, hereby petition the Mayor and Board of Commissioners for a variance to the following provision of the City of Enid Ordinance, Section 10-6-1: Sidewalks Required

Location: 4817 E Willow (street address):

Legal description: _____

Current zoning of property: Industrial

Reasons for desiring approval of the Variance are as follows: (additional pages may be added)

No foot traffic in this Industrial area. No other sidewalks. Heavy truck traffic on willow

- Pipeline (high pressure) runs along the road that's why the fence is sitting back so far.

Dated this 11th day of April, 2019

Applicant's signature: [Signature]

Telephone: (580) 242-3701

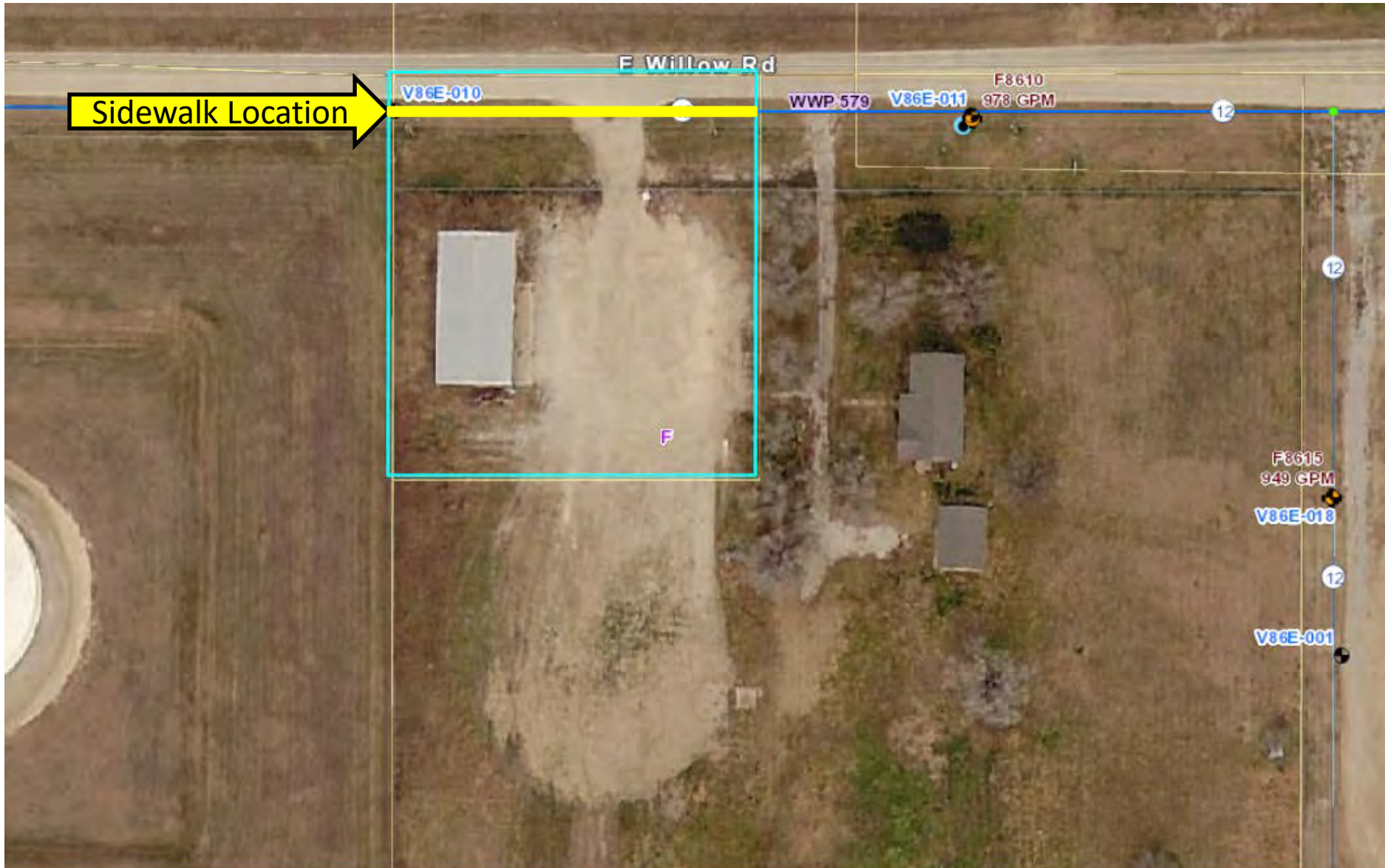
Printed name: Randy Miller

Email: Schram1988@yahoo.com

Address: P.O. Box 1227 Enid OK 73702

Office Use Only
Date of Commission Meeting: _____ day of _____, _____

Location Map – 4817 E Willow



City Commission Meeting

7.3.

Meeting Date: 05/21/2019

Submitted By: Erin Crawford, Chief Financial Officer

SUBJECT:

CONSIDER A RESOLUTION AMENDING THE 2018-2019 AIRPORT FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$200,000.00 TO INCREASE THE 2018-2019 APPROPRIATED AMOUNTS FOR THE AIRPORT DEPARTMENT.

BACKGROUND:

Enid Woodring Regional Airport has more Jet-A fuel sales for the fiscal year than expected. The increased sales have produced a higher than projected cost of goods expense and additional revenue which the resolution accounts for. Current year revenues are available in the Airport Fund to cover the appropriation.

RECOMMENDATION:

Approve resolution.

PRESENTER:

Erin Crawford, Chief Financial Officer.

Fiscal Impact

Budgeted Y/N: N
Amount: \$200,000.00
Funding Source:
Airport Current Year Revenue

Attachments

Resolution

RESOLUTION

A RESOLUTION AMENDING THE 2018-2019 AIRPORT FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$200,000.00 TO INCREASE THE 2018-2019 APPROPRIATED AMOUNTS FOR THE AIRPORT DEPARTMENT.

WHEREAS, the appropriated amounts for the 2018-2019 Airport Fund must be increased by \$200,000.00 to cover cost of Jet-A fuel purchases, due to higher than projected sales quantities at Enid Woodring Regional Airport;

WHEREAS, funds of \$200,000.00 are available in current year revenues from the Airport Fund Airport Department;

AND NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA, THAT THE CITY OF ENID 2018-2019 BUDGET BE AMENDED TO INCREASE THE APPROPRIATIONS FOR THE AIRPORT FUND AIRPORT DEPARTMENT:

FUND 20 AIRPORT	
Airport Department	\$200,000.00

Adopted this 21st day of May 2019.

Mayor

(Seal)

ATTEST:

City Clerk

City Commission Meeting

7.4.

Meeting Date: 05/21/2019

Submitted By: Erin Crawford, Chief Financial Officer

SUBJECT:

CONSIDER A RESOLUTION AMENDING THE 2018-2019 HEALTH FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$700,000.00 TO INCREASE THE 2018-2019 APPROPRIATED AMOUNTS FOR THE HEALTH DEPARTMENT.

BACKGROUND:

The 2018-2019 healthcare claims budget of \$4,523,250.00 is projected to exceed appropriations by \$700,000.00 for the current fiscal year, due to a very high employee healthcare claims year. The City has stop loss insurance that would pay when claims exceed 125% of projected claims for the year in aggregate, but it is not anticipated that claims will reach the 125% level. Therefore, this appropriation is necessary.

There are funds available to appropriate from the Health Fund balance.

RECOMMENDATION:

Approve resolution.

PRESENTER:

Erin Crawford, Chief Financial Officer.

Fiscal Impact

Budgeted Y/N: N
Amount: \$700,000.00
Funding Source:
Health Fund Balance

Attachments

Resolution

RESOLUTION

A RESOLUTION AMENDING THE 2018-2019 HEALTH FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$700,000.00 TO INCREASE THE 2018-2019 APPROPRIATED AMOUNTS FOR THE HEALTH DEPARTMENT.

WHEREAS, the current fiscal year has been an exceptionally high employee healthcare claims **for the City's self**-insured health plan; and

WHEREAS, health claims for fiscal 2018-2019 are projected to approximate \$5,246,493.00. The 2018-2019 health claims budget is \$4,523,250.00; and

WHEREAS, due to other savings in the budget, the projected budget deficit is \$700,000.00. The appropriated amounts for the 2018-2019 Health Department in the Health Fund must be increased by an additional \$700,000.00 to provide funding; and

WHEREAS, funds are available from the Health Fund balance to provide the necessary funding;

AND NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA, THAT THE CITY OF ENID 2018-2019 BUDGET BE AMENDED TO INCREASE THE APPROPRIATIONS FOR THE HEALTH FUND HEALTH DEPARTMENT:

FUND 14 HEALTH FUND	
Health Department	\$700,000.00

Adopted this 21st day of May 2019.

Mayor

(Seal)

ATTEST:

City Clerk

City Commission Meeting

7.5.

Meeting Date: 05/21/2019

Submitted By: Erin Crawford, Chief Financial Officer

SUBJECT:

CONSIDER A RESOLUTION AMENDING THE 2018-2019 GENERAL FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$1,100,000.00 TO INCREASE THE 2018-2019 APPROPRIATED AMOUNTS FOR THE GENERAL FUND SALES TAX TRANSFERS DEPARTMENT.

BACKGROUND:

Sales tax revenues required to be transferred to the Enid Municipal Authority are projected to come in approximately \$1,100,000.00 higher than budgeted for the 2018-2019 fiscal year. The appropriations in the General Fund Sales Tax Transfers department must be increased to transfer out the associated revenues to the Enid Municipal Authority for the portion associated with the 1% capital improvement sales tax and the 1% Kaw Lake sales tax.

Funds are available to appropriate from current year sales tax revenues.

RECOMMENDATION:

Approve resolution and authorize transfer.

PRESENTER:

Erin Crawford, Chief Financial Officer.

Fiscal Impact

Budgeted Y/N: N
Amount: \$1,100,000.00
Funding Source:
Current Year Sales Tax Revenue

Attachments

Resolution

RESOLUTION

A RESOLUTION AMENDING THE 2018-2019 GENERAL FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$1,100,000.00 TO INCREASE THE 2018-2019 APPROPRIATED AMOUNTS FOR THE GENERAL FUND SALES TAX TRANSFERS DEPARTMENT.

WHEREAS, sales taxes in the general fund are projected to be approximately 3% higher than budgeted for fiscal year 2018-2019; and

WHEREAS, the appropriated amounts for the 2018-2019 General Fund Sales Tax Transfers Department in the General Fund must be increased by an additional \$1,100,000.00 to transfer sales tax revenues to the Enid Municipal Authority; and

WHEREAS, sales tax funds collected during the 2018-2019 fiscal year and are available to be transferred from the General Fund to the Enid Municipal Authority;

AND NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA, THAT THE CITY OF ENID 2018-2019 BUDGET BE AMENDED TO INCREASE THE APPROPRIATIONS FOR THE GENERAL FUND GENERAL FUND SALES TAX TRANSFERS DEPARTMENT:

FUND 10 GENERAL FUND	
Sales Tax Transfers Department	\$1,100,000.00

Adopted this 21st day of May 2019.

Mayor

(Seal)

ATTEST:

City Clerk

City Commission Meeting

7.6.

Meeting Date: 05/21/2019

Submitted By: Cary Huffhines, Executive Assistant

SUBJECT:

CONSIDER A RESOLUTION NAMING THE JOINT-USE PLANNING ROOM AT THE ENID WOODRING REGIONAL AIRPORT FOR LIEUTENANT COLONEL DAVE CHAEL, USAF (RETIRED).

BACKGROUND:

Lieutenant Colonel Dave Chael USAF (retired) was a pilot in the United States Air Force, culminating his career as a T-6 instructor pilot at Vance Air Force Base. He was also an instructor pilot for civilians, and kept a plane at the Woodring Regional Airport for many years. Lt. Col. Chael was a member of the Aviation Advisory Board and played an instrumental role in helping to formulate the 20-year master plan for the airport. He was heavily involved in the planning phase of the new terminal building. As an architect, Dave provided much needed input on the planning and design of the building. After his untimely passing, due to an aircraft accident, \$3,200.00 was donated in his memory to help fund the construction. If this resolution is approved, the Joint-Use Planning Room will be named in his memory.

RECOMMENDATION:

Approve the resolution.

PRESENTER:

Dan Ohnesorge, Airport Director

Attachments

Resolution

RESOLUTION

RESOLUTION NAMING THE JOINT-USE PLANNING ROOM AT THE ENID WOODRING REGIONAL AIRPORT FOR LIEUTENANT COLONEL DAVE CHAEL USAF (RETIRED).

WHEREAS, Lt. Col. Dave Chael served as a pilot/instructor pilot in the US Air Force, culminating his career as a T-6 instructor at Vance Air Force Base;

WHEREAS, Lt. Col. Chael was a civilian pilot and instructor pilot at Enid Woodring Regional Airport and served for many years on the Aviation Advisory Board;

WHEREAS, Lt. Col. Chael, generously volunteered his advice and counsel as an architect during the design of the new terminal building;

WHEREAS, Lt. Col. Chael died as a result of an aircraft accident incurred while he was an instructor; and,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, that the Joint-Use Planning Room in the Enid Woodring Regional Airport's new terminal building be named after Lieutenant Colonel Dave Chael, USAF (retired).

APPROVED on this 21st day of May, 2019

Mayor

(SEAL)

ATTEST:

City Clerk

City Commission Meeting

8.1.

Meeting Date: 05/21/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM THE MICHAEL J. CURBY LIVING TRUST OF NOBLE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R3, PARCEL NO. N-073, IN THE AMOUNT OF \$14,075.00, AND AUTHORIZE PAYMENT.

BACKGROUND:

The Kaw Lake Water Supply Program requires the City to obtain easements from property owners whose property the Kaw Lake raw water pipeline crosses. This particular parcel of land is identified within the Kaw Lake Program as Parcel No. N-073. It is owned by the Michael J. Curby Living Trust, which has accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

A part of the North Half (N/2) of the Northwest Quarter (NW/4) of Section Twenty-seven (27), Township Twenty-four (24) North, Range Two (2) West of the Indian Meridian, Noble County, State of Oklahoma, further described in the attachment, Exhibit "A".

The City of Enid’s offer of \$14,075.00 has been accepted by the Michael J. Curby Living Trust.

RECOMMENDATION:

Accept Permanent and Temporary Waterline Easements.

PRESENTER:

Murali Katta, P.E., Project Engineer

Fiscal Impact

Budgeted Y/N: Y
Amount: \$14,075.00
Funding Source:
44-445-9151

Attachments

N-073

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

UTILITY AND WATER LINE EASEMENT
Parcel # N-073 / 0000-27-024-02W-2-001-00

KNOW ALL MEN BY THESE PRESENTS:

That, Michael J. Curby Living Trust dated 21st of May, 2007, Grantor,” in consideration of the sum of [Ten dollars and 00/100 (\$10.00)] and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, “Grantee,” for the use and benefit of the Grantee, a utility and water lines easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Noble County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

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

Grantor agrees not to build or construct any building or buildings or permanent structures upon the easement area. Provided, that Grantor shall fully enjoy said premises except as may be necessarily restricted to carry out the Grantee’s purpose as set out herein. There is further granted the right to remove any trees, shrubs, vegetation, and obstructions or parts of, which in the judgment of the Grantee may interfere with the construction, operation, maintenance repair or replacement of the applicable utilities including water lines and systems.

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

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 3RD day of APRIL, 2019.

OWNER(S): Michael J. Curby as Trustee of the Michael J. Curby Living Trust dated the 21st day of May 2007.

Michael J. Curby
Michael J. Curby

Michael J. Curby
Printed Name

Signature

Printed Name

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF NOBLE)

Before me, the undersigned, a Notary Public, in and for said County and State on this 3RD day of APRIL, 2019, personally appeared, MICHAEL J. CURBY to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



(SEAL)

Steven C. Smith
Notary Public

My Commission Number: 13000514

My Commission Expires: 1/16/21

ACCEPTANCE BY THE CITY OF ENID

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

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

Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

TEMPORARY CONSTRUCTION EASEMENT

Parcel # N-073 / 0000-27-024-02W-2-001-00

KNOW ALL MEN BY THESE PRESENTS:

That, Michael J. Curby Living Trust dated 21st of May, 2007, "Grantor," in consideration of the sum of Ten dollars and 00/100 (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a temporary easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Noble County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

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

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

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

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 3RD day of APRIL, 2019.

OWNER(S): Michael J. Curby as Trustee of the Michael J. Curby Living Trust dated the 21st day of May 2007.

Michael J. Curby
Michael J. Curby

Michael J. Curby
Printed Name

Signature

Printed Name

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF NOBLE)

Before me, the undersigned, a Notary Public, in and for said County and State on this 3RD day of APRIL, 2019, personally appeared MICHAEL J. CURBY to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



Steven C. Smith
Notary Public

(SEAL)

My Commission Number: 13000514

My Commission Expires: 1/16/21

ACCEPTANCE BY THE CITY OF ENID

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

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

Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

EXHIBIT "A"

TRACT - N-073 PARCEL# 0000-27-024-02W-2-001-00

THE MICHAEL J. CURBY LIVING TRUST

PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of the North Half (N1/2) of the Northwest Quarter (NW1/4) of Section Twenty-seven (27), Township Twenty-four (24) North, Range Two (2) West of the Indian Meridian, Noble County, State of Oklahoma, being more particularly described as follows:

Commencing at the Northwest corner of said North Half (N1/2) of the Northwest Quarter (NW1/4); thence S 00°26'09" E along the West line of said North Half (N1/2) of the Northwest Quarter (NW1/4) a distance of 867.73 feet to the Centerline of a Fifty-foot Perpetual Easement being the **POINT OF BEGINNING** of said Centerline; thence N 63°50'13" E along said Centerline a distance of 1847.17 feet; thence N 01°08'05" W along said Centerline a distance of 86.18 feet to the North line of said North Half (N1/2) of the Northwest Quarter (NW1/4) and the end of said Centerline, containing 96,668 square feet or 2.22 acres, more or less. The side lines of the easement shall be lengthened or shortened to terminate at the North and West lines of said North Half (N1/2) of the Northwest Quarter (NW1/4).

Also:

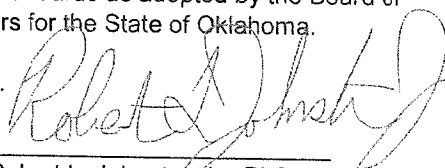
A variable width Temporary Construction Easement containing 139,000 square feet, or 3.19 acres more or less being East of and adjacent to the above described Perpetual Easement and as shown on Exhibit "B".

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

SURVEYOR'S CERTIFICATE

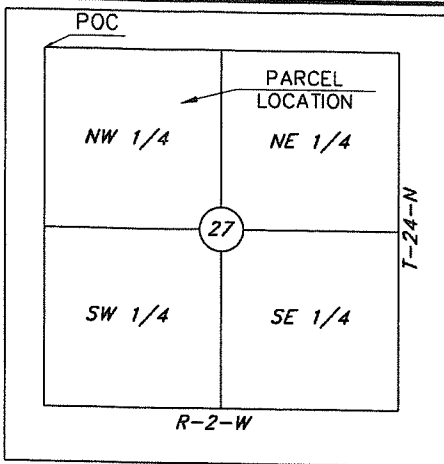
I, Robert L. Johnston Jr. of Garver, LLC, certify that the legal description herein closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical standards as adopted by the Board of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

Witness my hand and seal this 3rd day of December, 2018.



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





LOCATION MAP
NOT TO SCALE

Exhibit "B"

TRACT N-073
 PARCEL# 0000-27-024-02W-2-001-00
 THE MICHAEL J. CURBY LIVING TRUST
 BOOK 637 PAGE 370 - 380
 NOBLE COUNTY, OKLAHOMA

LEGAL DESCRIPTION
 See Exhibit "A"

POB - POINT OF BEGINNING
 POC - POINT OF COMMENCEMENT

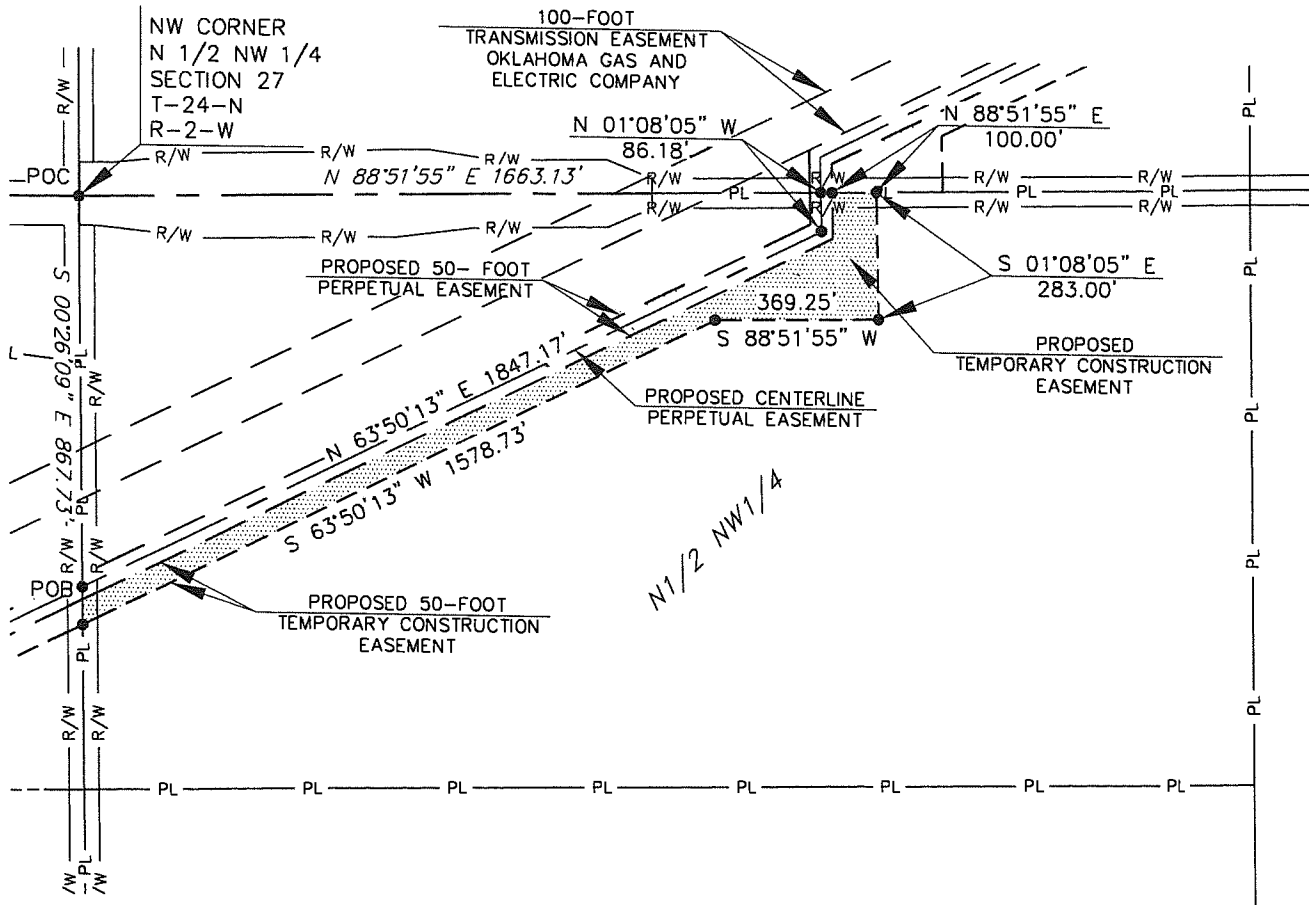
THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENTS AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.

BEARINGS & DISTANCES
 GRID STATE PLANE
 OKLAHOMA NORTH

1" = 400'

Perpetual Easement 96,668 S.F. 2.22 Acres
 Temp Construction Easement 139,000 S.F. 3.19 Acres

- PL — PL — PROPERTY LINE
- R/W — R/W — EXISTING RIGHT OF WAY
- — — — EXISTING EASEMENT
- - - - - PROPOSED CENTERLINE PERPETUAL EASEMENT
- - - - - PROPOSED PERPETUAL EASEMENT
- - - - - PROPOSED TEMPORARY CONSTRUCTION EASEMENT



City Commission Meeting

8.2.

Meeting Date: 05/21/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM CHRIS AND JANE ODENWALD OF NOBLE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R3, PARCEL NO. N-079, IN THE AMOUNT OF \$4,600.00, AND AUTHORIZE PAYMENT.

BACKGROUND:

The Kaw Lake Water Supply Program requires the City to obtain easements from property owners whose property the Kaw Lake raw water pipeline crosses. This particular parcel of land is identified within the Kaw Lake Program as Parcel No. N-079. It is owned by Chris and Jane Odenwald, who have accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

A part of the East Half (E/2) of the Southwest Quarter (SW/4) of Section Eighteen (18), Township Twenty-four (24) North, Range One (1) West of the Indian Meridian, Noble County, State of Oklahoma, further described in the attachment, Exhibit "A".

The City of Enid's offer of \$4,600.00 has been accepted by Chris and Jane Odenwald.

RECOMMENDATION:

Accept Permanent and Temporary Waterline Easements.

PRESENTER:

Murali Katta, P.E., Project Engineer

Fiscal Impact

Budgeted Y/N: Y
Amount: \$4,600.00
Funding Source:
44-445-9151

Attachments

N-079

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

UTILITY AND WATER LINE EASEMENT
Parcel # N-079 / 0000-18-024-01W-3-002-00

KNOW ALL MEN BY THESE PRESENTS:

That, **Chris and Jane Odenwald, man and wife as joint tenants**, "Grantor," in consideration of the sum of [Ten dollars and 00/100 (\$10.00)] and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a utility and water lines easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Noble County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

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

Grantor agrees not to build or construct any building or buildings or permanent structures upon the easement area. Provided, that Grantor shall fully enjoy said premises except as may be necessarily restricted to carry out the Grantee's purpose as set out herein. There is further granted the right to remove any trees, shrubs, vegetation, and obstructions or parts of, which in the judgment of the Grantee may interfere with the construction, operation, maintenance repair or replacement of the applicable utilities including water lines and systems.

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

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 5th day of April, 2019.

OWNER(S):

Chris Odenwald
Chris Odenwald

Chris Odenwald
Printed Name

Jane Odenwald
Jane Odenwald

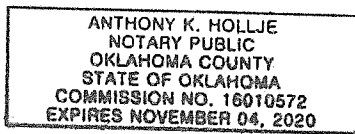
Jane Odenwald
Printed Name

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF Noble)

Before me, the undersigned, a Notary Public, in and for said County and State on this 5th day of April, 2019, personally appeared, Chris Odenwald & Jane Odenwald to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



Anthony K. Hollje
Notary Public

My Commission Number: 16010572

My Commission Expires: 11-4-2020

ACCEPTANCE BY THE CITY OF ENID

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

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

Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

TEMPORARY CONSTRUCTION EASEMENT

Parcel # N-079 / 0000-18-024-01W-3-002-00

KNOW ALL MEN BY THESE PRESENTS:

That Chris and Jane Odenwald, man and wife as joint tenants, "Grantor," in consideration of the sum of Ten dollars and 00/100 (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a temporary easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Noble County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

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

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

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

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 5th day of April, 2019.

OWNER(S):

Chris Odenwald

Chris Odenwald

Chris Odenwald

Printed Name

Jane Odenwald

Jane Odenwald

Jane Odenwald

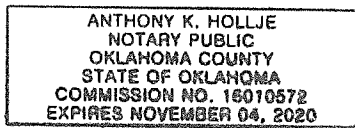
Printed Name

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF Noble)

Before me, the undersigned, a Notary Public, in and for said County and State on this 5th day of April, 2019, personally appeared Chris Odenwald & Jane Odenwald to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



Anthony K. Hollje
Notary Public

(SEAL)

My Commission Number: 16010572

My Commission Expires: 11-4-2020

ACCEPTANCE BY THE CITY OF ENID

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

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

Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

EXHIBIT "A"

TRACT - N-079 PARCEL# 0000-18-024-01W-3-002-00

CHRIS AND JANE ODENWALD

PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of the East Half (E1/2) of the Southwest Quarter (SW1/4) of Section Eighteen (18), Township Twenty-four (24) North, Range One (1) West of the Indian Meridian, Noble County, State of Oklahoma, being more particularly described as follows:

COMMENCING at the Northwest corner of said East Half (E1/2) of the Southwest Quarter (SW1/4); thence N 89°05'39" E along the North line of the East Half (E1/2) of the Southwest Quarter (SW1/4) a distance of 1115.13 feet to the West right of way of Interstate I-35; thence S 00°30'49" E along said right of way a distance of 335.54 to the **POINT OF BEGINNING**; thence leaving said right of way S 64°01'27" W a distance of 762.45 feet to the South line of a property described in Book 689 at page 461; thence along said South line N 89°05'45" E a distance of 117.99 feet; thence leaving said South line N 64°01'27" E a distance of 606.04 feet; thence N 89°29'11" E a distance of 23.22 feet to the West right of way of Interstate I-35; thence N 00°30'49" W along said right of way a distance 66.44 feet to the **POINT OF BEGINNING**, containing 34,984 square feet or 0.80 acres, more or less.

The intent of this Easement is to be Fifty-foot in width with the Northern line being parallel and contiguous with the Southern line of an existing One hundred-foot Transmission Easement for Oklahoma Gas and Electric Company as recorded in Book MS 67 Page 486.

Also:

A variable width Temporary Construction Easement containing 76,225 square feet, or 1.75 acres more or less being South of and East of and adjacent to the above described Perpetual Easement and as shown on Exhibit "B".

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

SURVEYOR'S CERTIFICATE

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

Witness my hand and seal this 3rd day of December, 2018.



A handwritten signature in black ink, appearing to read "Robert L. Johnston Jr.", written over a horizontal line.

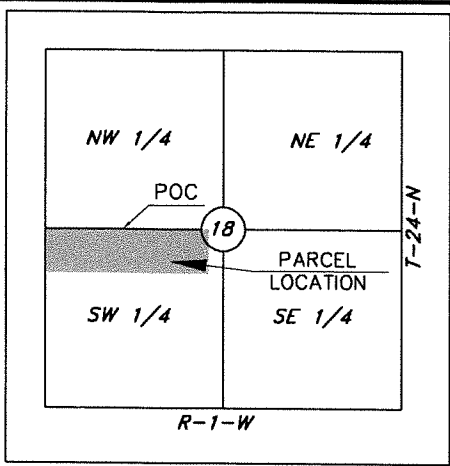
Robert L. Johnston Jr., PLS
Oklahoma No. 1792
Cert. of Auth. 4193
Exp. Date June 30, 2020

Exhibit "B"

TRACT N-079
 PARCEL# 0000-18-024-01W-3-002-00
 CHRIS AND JANE ODENWALD
 BOOK 689 PAGE 461
 NOBLE COUNTY, OKLAHOMA
 POB - POINT OF BEGINNING
 POC - POINT OF COMMENCEMENT

LEGAL DESCRIPTION
 See Exhibit "A"

THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENTS AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.

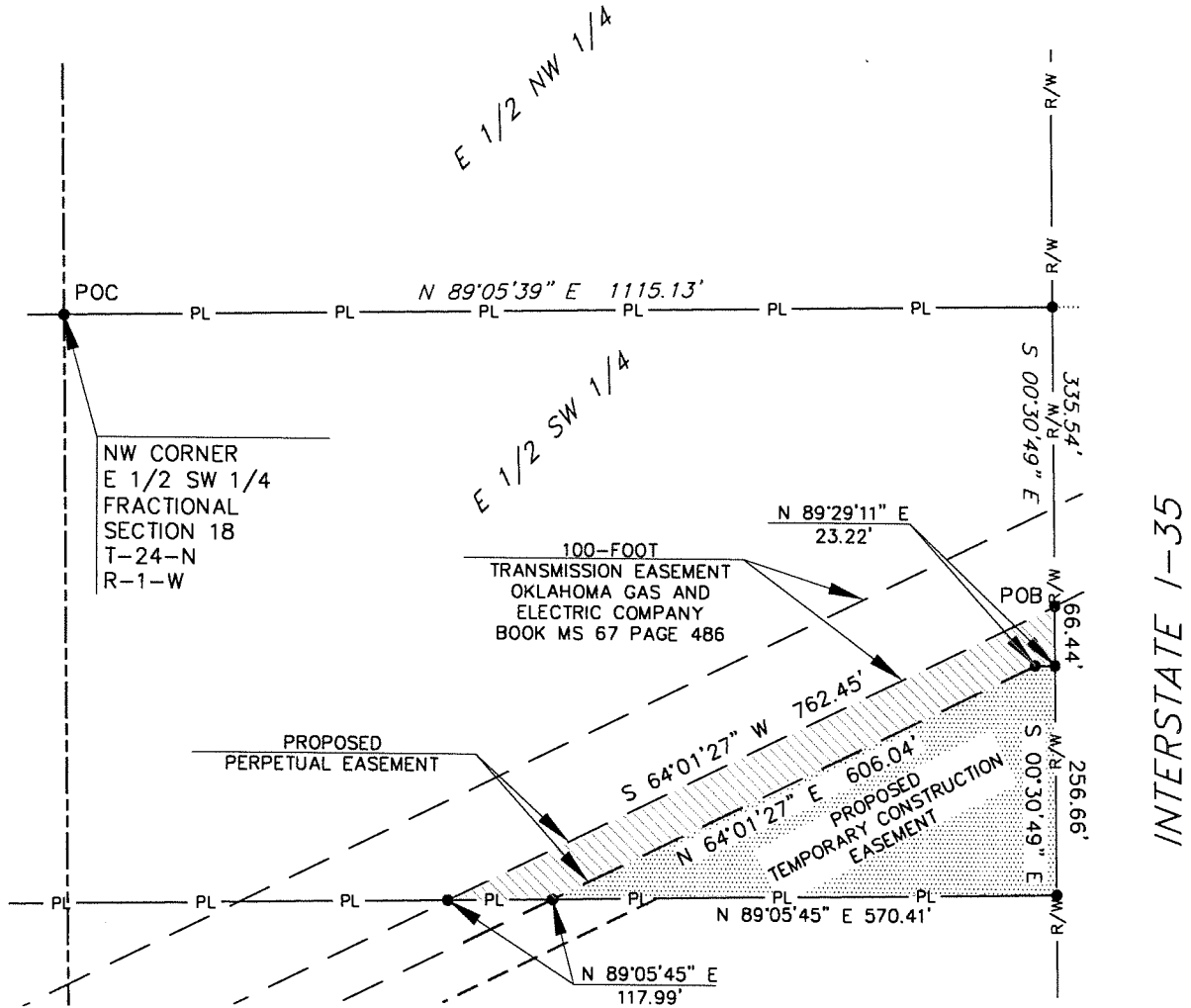


LOCATION MAP
 NOT TO SCALE

BEARINGS & DISTANCES
 GRID STATE PLANE
 OKLAHOMA NORTH
 1" = 200'

Perpetual Easement 34,984 S.F. 0.80 Acres
 Temp Construction Easement 76,225 S.F. 1.75 Acres

- PL —— PL —— PROPERTY LINE
- R/W —— R/W —— EXISTING RIGHT OF WAY
- ——— ——— EXISTING EASEMENT
- ——— ——— PROPOSED CENTERLINE PERPETUAL EASEMENT
- ——— ——— PROPOSED PERPETUAL EASEMENT
- ——— ——— PROPOSED TEMPORARY CONSTRUCTION EASEMENT



INTERSTATE 1-35

City Commission Meeting

8.3.

Meeting Date: 05/21/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM GARY LEROY OSBORN SR., GARY LEROY OSBORN JR., AND CHERISA LEE OSBORN, OF OSAGE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R2, PARCEL NO. O-062, IN THE AMOUNT OF \$10,400.00, AND AUTHORIZE PAYMENT.

BACKGROUND:

The Kaw Lake Water Supply Program requires the City to obtain easements from property owners whose property the Kaw Lake raw water pipeline crosses. This particular parcel of land is identified within the Kaw Lake Program as Parcel No. O-062. It is owned by Gary Leroy Osborn Sr., Gary Leroy Osborn Jr., and Cherisa Lee Osborn, who have accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

A part of the Northwest Quarter (NW/4) of the Northeast Quarter (NE/4) of Section Nine (9), Township Twenty-five (25) North, Range Three (3) East of the Indian Meridian, Osage County, State of Oklahoma, further described in the attachment, Exhibit "A".

The City of Enid's offer of \$10,400.00 has been accepted by Gary Leroy Osborn Sr., Gary Leroy Osborn Jr., and Cherisa Lee Osborn, to be split between the parties.

RECOMMENDATION:

Accept Permanent and Temporary Waterline Easements.

PRESENTER:

Murali Katta, P.E., Project Engineer

Fiscal Impact

Budgeted Y/N: Y
Amount: \$10,400.00
Funding Source:
44-445-9151

Attachments

O-062

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

UTILITY AND WATER LINE EASEMENT
Parcel # O-062 / 570038926

KNOW ALL MEN BY THESE PRESENTS:

That, Sandy Osborn a/k/a Sandra S. Osborn, (Deceased,) Surviving heirs per Affidavit of Heirship, Gary Leroy Osborn, Sr. (husband), Gary L. Osborn, Jr. (son) and Cherisa Osborn (daughter), Grantor,” in consideration of the sum of [Ten dollars and 00/100 (\$10.00)] and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, “Grantee,” for the use and benefit of the Grantee, a utility and water lines easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Osage County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

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

Grantor agrees not to build or construct any building or buildings or permanent structures upon the easement area. Provided, that Grantor shall fully enjoy said premises except as may be necessarily restricted to carry out the Grantee’s purpose as set out herein. There is further granted the right to remove any trees, shrubs, vegetation, and obstructions or parts of, which in the judgment of the Grantee may interfere with the construction, operation, maintenance repair or replacement of the applicable utilities including water lines and systems.

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

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF OSAGE)

Before me, the undersigned, a Notary Public, in and for said County and State on this 22ND day of MARCH, 2019, personally appeared, GARY LLOYD OSBORN JR to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



(SEAL)

Steven C. Smith
Notary Public

My Commission Number: 13000514

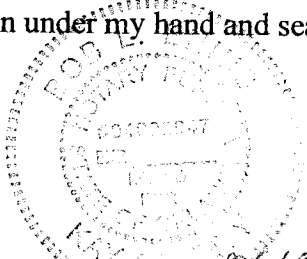
My Commission Expires: 1/16/21

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF MAY)

Before me, the undersigned, a Notary Public, in and for said County and State on this 25 day of MARCH, 2019, personally appeared, CHERKA ALFORD to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



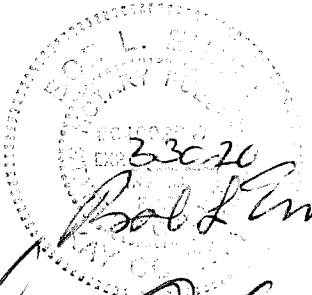
(SEAL)

Bob E. Ennis
Notary Public

My Commission Number: 04002947

My Commission Expires: 3-30-20

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 19th day of JANUARY, 20 19.



Paul L. Smith
Christa Miller

OWNER(S):

Sandy Osborn or
Sandy Osborn, a/k/a Sandra S. Osborn

GARY LEROY OSBORN SR
Printed Name

Gary L Osborn Jr
Signature

Gary L Osborn Jr
Printed Name

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF OSAGE)

Before me, the undersigned, a Notary Public, in and for said County and State on this 19th day of JANUARY, 20 19, personally appeared GARY LEROY OSBORN SR to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



Steven C. Smith
Notary Public

(SEAL)

My Commission Number: 13000514

My Commission Expires: 1/16/21

ACCEPTANCE BY THE CITY OF ENID

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

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

Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

TEMPORARY CONSTRUCTION EASEMENT

Parcel # O-062 / 570038926

KNOW ALL MEN BY THESE PRESENTS:

That, Sandy Osborn a/k/a Sandra S. Osborn, (Deceased), Surviving heirs per Affidavit of Heirship, Gary Leroy Osborn, Sr. (husband), Gary L. Osborn, Jr. (son) and Cherisa Osborn (daughter), "Grantor," in consideration of the sum of Ten dollars and 00/100 (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a temporary easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Osage County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

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

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

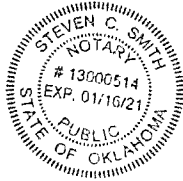
It is a condition of this easement that it shall not be filed for record, and all rights granted herein shall terminate upon completion of City of Enid / Kaw Lake Water Supply project. Grantor agrees that this temporary construction easement shall be binding upon their heirs, executors, administrators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

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF OSAGE)

Before me, the undersigned, a Notary Public, in and for said County and State on this 22ND day of MARCH, 2019, personally appeared, GARY LEROY OSBORN JR to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



Steven C. Smith
Notary Public

(SEAL)

My Commission Number: 13000514

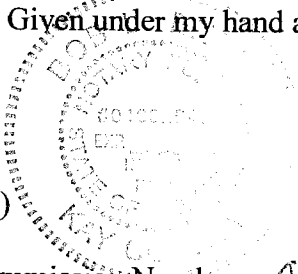
My Commission Expires: 1/16/21

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF KAY)

Before me, the undersigned, a Notary Public, in and for said County and State on this MARCH day of 25, 2019 personally appeared, OTERISA OSBORN to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



Paul R. Enns
Notary Public

(SEAL)

My Commission Number: 04002047

My Commission Expires: 3-30-20

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 19th day of JANUARY, 2019.

X Christa [Signature]

OWNER(S):

[Signature]
Sandy Osborn, a/k/a Sandra S. Osborn

GARY LEROY OSBORN, SR
Printed Name

[Signature]
Signature

Gary L. Osborn Jr
Printed Name

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF OSAGE)

Before me, the undersigned, a Notary Public, in and for said County and State on this 19th day of JANUARY, 2019, personally appeared, GARY LEROY OSBORN SR to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



(SEAL)

[Signature]
Notary Public

My Commission Number: 13000514

My Commission Expires: 1/16/21

ACCEPTANCE BY THE CITY OF ENID

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

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

Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

EXHIBIT "A"

TRACT - O-062 PARCEL# 570038926

SANDY OSBORN, a/k/a SANDRA S. OSBORN

PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section Nine (9), Township Twenty-five (25) North, Range Three (3) East of the Indian Meridian, Osage County, State of Oklahoma, being more particularly described as follows:

COMMENCING at the Northwest corner of said Northwest Quarter (NW1/4) of Northeast Quarter (NE1/4); thence S 00°24'02" E along the West line of said Northwest Quarter (NW1/4) of Northeast Quarter (NE1/4) a distance of 1178.70 feet to the Centerline of a Fifty-foot Perpetual Easement being the **POINT OF BEGINNING** of said Centerline; thence along said Centerline N 66°46'58" E a distance of 1429.70 feet to the East line of said Northwest Quarter (NW1/4) of Northeast Quarter (NE1/4) and the end of said Centerline, containing 71,485 square feet or 1.64 acres, more or less. The side lines of the easement shall be lengthened or shortened to terminate at the East and West lines of said Northwest Quarter (NW1/4) of Northeast Quarter (NE1/4).

Also:

A Fifty-foot Temporary Construction Easement containing 71,485 square feet, or 1.64 acres more or less being adjacent to, and North of, the above described Perpetual Easement and as shown on Exhibit "B".

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

SURVEYOR'S CERTIFICATE

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

Witness my hand and seal this 27th day of December, 2018.



Paul E. Davis

Paul E. Davis, PLS
Oklahoma No. 1565
Cert. of Auth. 4193
Exp. Date June 30, 2020

Exhibit "B"

TRACT 0-062
 PARCEL# 570038926
 SANDY OSBORN,
 A/K/A SANDRA S. OSBORN
 BOOK 1189 PAGE 448
 OSAGE COUNTY, OKLAHOMA

POB - POINT OF BEGINNING
 POC - POINT OF COMMENCEMENT

LEGAL DESCRIPTION
 See Exhibit "A"

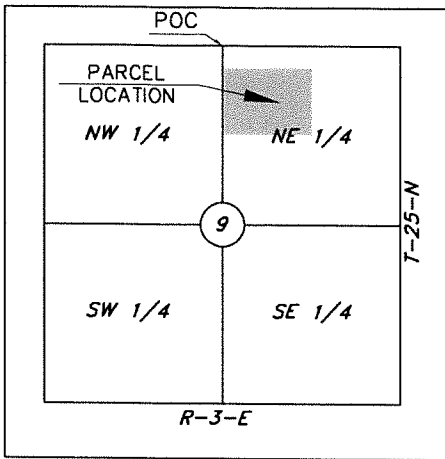
THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENTS AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.

BEARINGS & DISTANCES
 GRID STATE PLANE
 OKLAHOMA NORTH

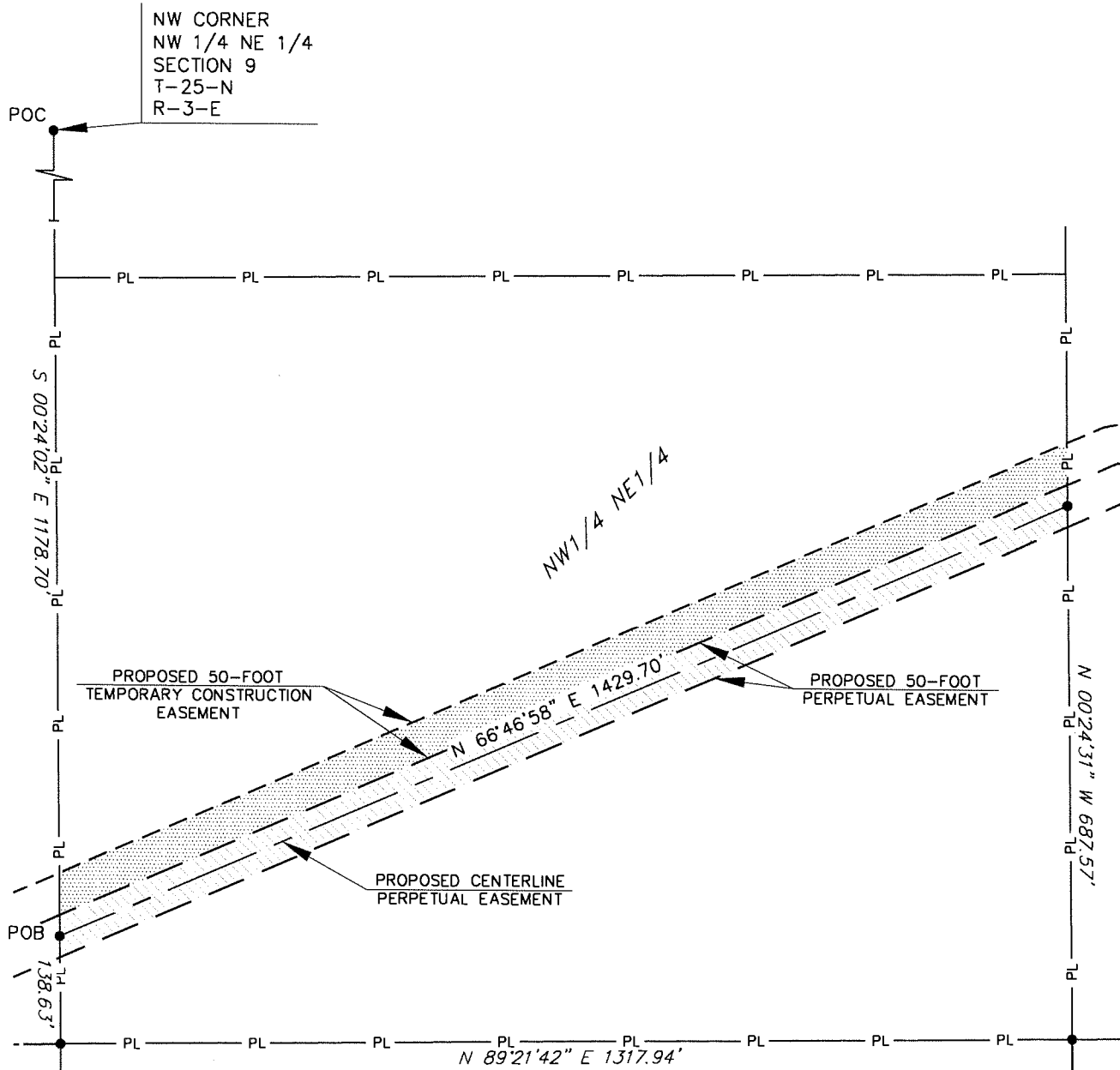
1" = 200'

Perpetual Easement 71,485 S.F. 1.64 Acres
 Temp Construction Easement 71,485 S.F. 1.64 Acres

- PL —— PL —— PROPERTY LINE
- R/W —— R/W —— EXISTING RIGHT OF WAY
- ——— ——— EXISTING EASEMENT
- ——— ——— PROPOSED CENTERLINE PERPETUAL EASEMENT
- ——— ——— PROPOSED PERPETUAL EASEMENT
- ——— ——— PROPOSED TEMPORARY CONSTRUCTION EASEMENT



LOCATION MAP
 NOT TO SCALE



City Commission Meeting

8.4.

Meeting Date: 05/21/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM TERRY LEE SNEED OF OSAGE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R2, PARCEL NO. O-077, IN THE AMOUNT OF \$10,200.00, AND AUTHORIZE PAYMENT.

BACKGROUND:

The Kaw Lake Water Supply Program requires the City to obtain easements from property owners whose property the Kaw Lake raw water pipeline crosses. This particular parcel of land is identified within the Kaw Lake Program as Parcel No. O-077. It is owned by Terry Lee Sneed, who has accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

A part of the Southwest Quarter (SW/4) of the Northeast Quarter (NE/4) of Section Eight (8), Township Twenty-five (25) North, Range Three (3) East of the Indian Meridian, Osage County, State of Oklahoma, further described in the attachment, Exhibit "A".

The City of Enid's offer of \$10,200.00 has been accepted by Terry Lee Sneed.

RECOMMENDATION:

Accept Permanent and Temporary Waterline Easements.

PRESENTER:

Murali Katta, P.E., Project Engineer

Fiscal Impact

Budgeted Y/N: Y

Amount: \$10,200.00

Funding Source:

44-445-9151

Attachments

O-077

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

UTILITY AND WATER LINE EASEMENT
Parcel #O-077 / 570038892

KNOW ALL MEN BY THESE PRESENTS:

That, **Terry Lee Sneed**, "Grantor," in consideration of the sum of [Ten dollars and 00/100 (\$10.00)] and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a utility and water lines easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Osage County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

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

Grantor agrees not to build or construct any building or buildings or permanent structures upon the easement area. Provided, that Grantor shall fully enjoy said premises except as may be necessarily restricted to carry out the Grantee's purpose as set out herein. There is further granted the right to remove any trees, shrubs, vegetation, and obstructions or parts of, which in the judgment of the Grantee may interfere with the construction, operation, maintenance repair or replacement of the applicable utilities including water lines and systems.

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

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 2ND day of APRIL, 2019.

OWNER(S):

Terry Sneed
Terry Lee Sneed

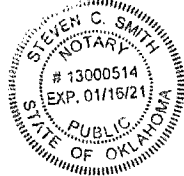
Terry Sneed
Printed Name

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF OSAGE)

Before me, the undersigned, a Notary Public, in and for said County and State on this 2ND day of APRIL, 2019, personally appeared, TERRY LEE SNEED to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



(SEAL)

Steven C. Smith
Notary Public

My Commission Number: 13000514

My Commission Expires: 1/16/21

ACCEPTANCE BY THE CITY OF ENID

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

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

Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

TEMPORARY CONSTRUCTION EASEMENT
Parcel # O-077 / 570038892

KNOW ALL MEN BY THESE PRESENTS:

That, **Terry Lee Sneed**, "Grantor," in consideration of the sum of Ten dollars and 00/100 (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a temporary easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Osage County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

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

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

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

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 2ND day of APRIL, 2019.

OWNER(S):

Terry Lee Sneed
Terry Lee Sneed

TERRY LEE SNEED
Printed Name

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF OSAGE)

Before me, the undersigned, a Notary Public, in and for said County and State on this 2ND day of APRIL, 2019, personally appeared TERRY LEE SNEED to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



Steven C. Smith
Notary Public

(SEAL)

My Commission Number: 13000514

My Commission Expires: 1/16/21

ACCEPTANCE BY THE CITY OF ENID

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

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

Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

EXHIBIT "A"

TRACT - O-077 PARCEL# 570038892

TERRY LEE SNEED

PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section Eight (8), Township Twenty-five (25) North, Range Three (3) East of the Indian Meridian, Osage County, State of Oklahoma, being more particularly described as follows:

COMMENCING at the Southwest corner of said Southwest Quarter (SW1/4) of Northeast Quarter (NE1/4); thence N 00°35'15" W along the West line of said Southwest Quarter (SW1/4) of Northeast Quarter (NE1/4) a distance of 890.40 feet to the Centerline of a Fifty-foot Perpetual Easement being the **POINT OF BEGINNING** of said Centerline; thence along said Centerline N 82°01'02" E a distance of 600.17 feet; thence S 55°02'02" E along said Centerline a distance of 401.46 feet; thence N 86°27'46" E along said Centerline a distance of 399.85 feet to the East line of said Southwest Quarter (SW1/4) of Northeast Quarter (NE1/4) and the end of said Centerline, containing 70,074 square feet or 1.61 acres, more or less. The side lines of the easement shall be lengthened or shortened to terminate at the East and West lines of said Southwest Quarter (SW1/4) of Northeast Quarter (NE1/4).

The intent of this Easement is to be Fifty-foot in width with a portion of the Northern line being parallel and contiguous with the Southern line of an existing One-hundred-foot Transmission Easement for Oklahoma Gas and Electric Company as recorded in Book 186 Page 90.

Also:

A Fifty-foot Temporary Construction Easement containing 68,784 square feet, or 1.58 acres more or less being adjacent to, North of, and South of the above described Perpetual Easement and as shown on Exhibit "B".

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

SURVEYOR'S CERTIFICATE

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

Witness my hand and seal this 18th day of February, 2019.



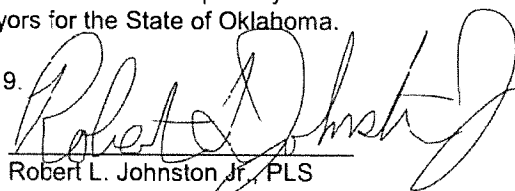

Robert L. Johnston Jr., PLS
Oklahoma No. 1792
Cert. of Auth. 4193
Exp. Date June 30, 2020

Exhibit "B"

TRACT 0-077
 PARCEL# 570038892
 TERRY LEE SNEED
 BOOK 1708 PAGE 257-260
 OSAGE COUNTY, OKLAHOMA

LEGAL DESCRIPTION
 See Exhibit "A"

POB - POINT OF BEGINNING
 POC - POINT OF COMMENCEMENT

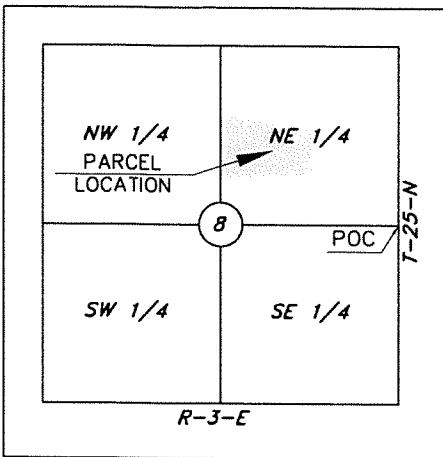
THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENTS AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.

BEARINGS & DISTANCES
 GRID STATE PLANE
 OKLAHOMA NORTH

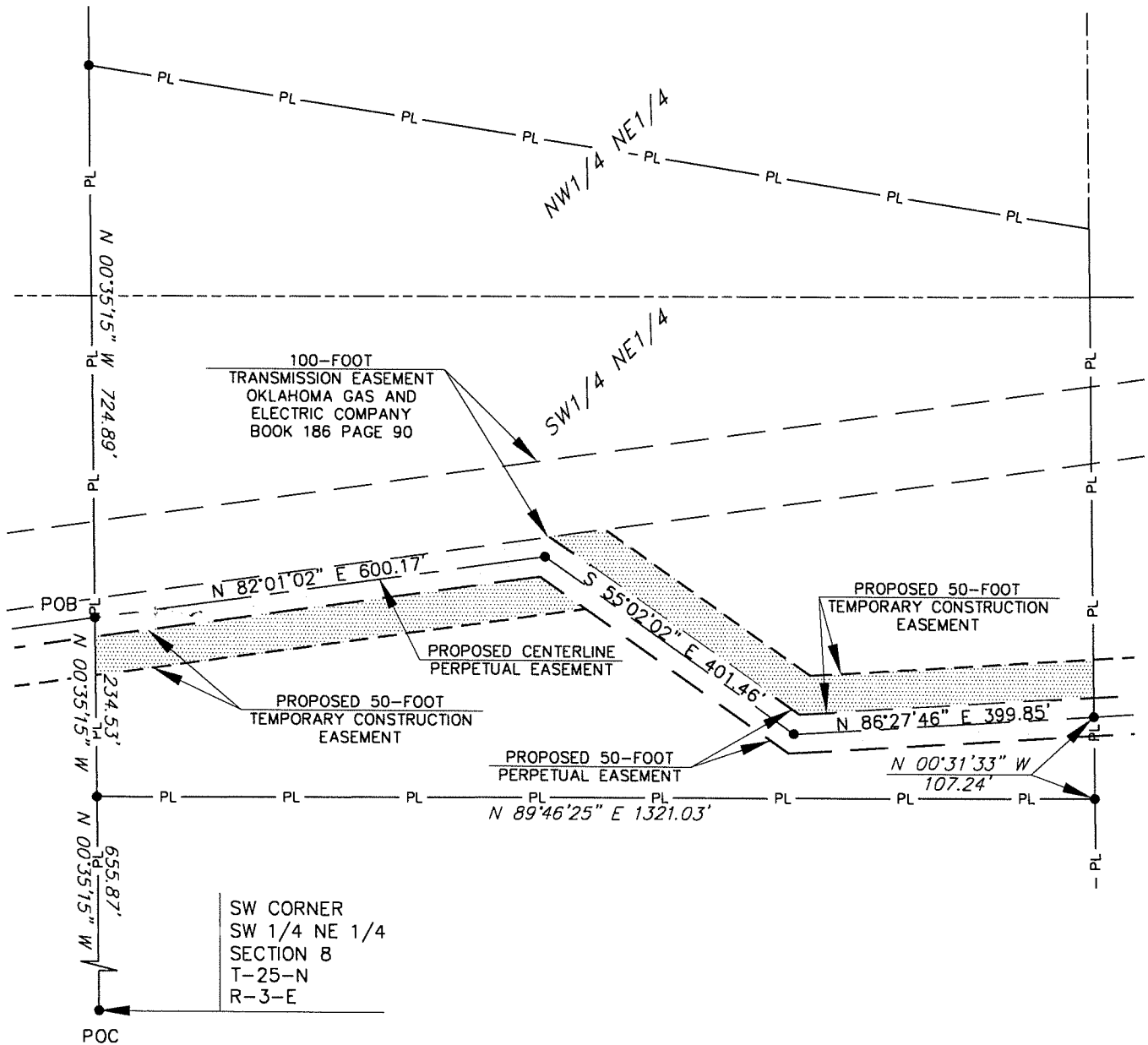
1" = 200'

Perpetual Easement 70,074 S.F. 1.61 Acres
 Temp Construction Easement 68,784 S.F. 1.58 Acres

- PL — PL — PROPERTY LINE
- R/W — R/W — EXISTING RIGHT OF WAY
- — — — — EXISTING EASEMENT
- - - - - PROPOSED CENTERLINE PERPETUAL EASEMENT
- - - - - PROPOSED PERPETUAL EASEMENT
- - - - - PROPOSED TEMPORARY CONSTRUCTION EASEMENT



LOCATION MAP
 NOT TO SCALE



SW CORNER
 SW 1/4 NE 1/4
 SECTION 8
 T-25-N
 R-3-E

City Commission Meeting

8.5.

Meeting Date: 05/21/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM LARRY K. AND SUSAN K. KIENHOLZ OF NOBLE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R3, PARCEL NO. N-029, IN THE AMOUNT OF \$11,350.00, AND AUTHORIZE PAYMENT.

BACKGROUND:

The Kaw Lake Water Supply Program requires the City to obtain easements from property owners whose property the Kaw Lake raw water pipeline crosses. This particular parcel of land is identified within the Kaw Lake Program as Parcel No. N-029. It is owned by Larry K. and Susan K. Kienholz, who have accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

A part of the Southeast Quarter (SE/4) of Section Nine (9), Township Twenty-four (24) North, Range One (1) West of the Indian Meridian, Noble County, State of Oklahoma, further described in the attachment, Exhibit "A".

The City of Enid's offer of \$11,350.00 has been accepted by Larry K. and Susan K. Kienholz.

RECOMMENDATION:

Accept Permanent and Temporary Waterline Easements.

PRESENTER:

Murali Katta, P.E., Project Engineer

Fiscal Impact

Budgeted Y/N: Y
Amount: \$11,350.00
Funding Source:
44-445-9151

Attachments

N-029

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

UTILITY AND WATER LINE EASEMENT
Parcel # N-029 / 0000-09-024-01W-4-001-00

KNOW ALL MEN BY THESE PRESENTS:

That, Larry K. and Susan K. Kienholz, husband and wife as joint tenants, Grantor,” in consideration of the sum of [Ten dollars and 00/100 (\$10.00)] and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, “Grantee,” for the use and benefit of the Grantee, a utility and water lines easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Noble County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

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

Grantor agrees not to build or construct any building or buildings or permanent structures upon the easement area. Provided, that Grantor shall fully enjoy said premises except as may be necessarily restricted to carry out the Grantee’s purpose as set out herein. There is further granted the right to remove any trees, shrubs, vegetation, and obstructions or parts of, which in the judgment of the Grantee may interfere with the construction, operation, maintenance repair or replacement of the applicable utilities including water lines and systems.

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

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 21st day of MARCH, 2019.

OWNER(S):

Larry K Kienholz

Larry K. Kienholz

LARRY K KIENHOLZ

Printed Name

Susan K Kienholz

Susan K. Kienholz

Susan K Kienholz

Printed Name

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF NOBLE)

Before me, the undersigned, a Notary Public, in and for said County and State on this 21st day of MARCH, 2019, personally appeared, LARRY K KIENHOLZ & SUSAN K KIENHOLZ to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



(SEAL)

Steven C Smith

Notary Public

My Commission Number: 13000514

My Commission Expires: 1/16/21

ACCEPTANCE BY THE CITY OF ENID

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

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

Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

TEMPORARY CONSTRUCTION EASEMENT

Parcel # N-029 / 0000-09-024-01W-4-001-00

KNOW ALL MEN BY THESE PRESENTS:

That, Larry K. and Susan K. Kienholz, husband and wife as joint tenants, "Grantor," in consideration of the sum of Ten dollars and 00/100 (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a temporary easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Noble County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

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

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

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

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 21st day of MARCH, 2019.

OWNER(S):

Larry K Kienholz
Larry K. Kienholz

Larry K Kienholz
Printed Name

Susan K Kienholz
Susan K. Kienholz

Susan K Kienholz
Printed Name

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF NOBLE)

Before me, the undersigned, a Notary Public, in and for said County and State on this 21st day of MARCH, 2019, personally appeared LARRY K Kienholz & SUSAN K Kienholz to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



Steven C Smith
Notary Public

(SEAL)

My Commission Number: 13000514

My Commission Expires: 1/16/21

ACCEPTANCE BY THE CITY OF ENID

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

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

Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

EXHIBIT "A"

TRACT - N-029 PARCEL# 0000-09-024-01W-4-001-00

LARRY K. KIENHOLZ AND SUSAN KIENHOLZ

PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of the Southeast Quarter (SE1/4) of Section Nine (9), Township Twenty-four (24) North, Range One (1) West of the Indian Meridian, Noble County, State of Oklahoma, being more particularly described as follows:

Commencing at the Southwest corner of said Southeast Quarter (SE1/4); thence N 00°43'01" W along the West line of said Southeast Quarter (SE1/4) a distance of 1934.61 feet to the Centerline of a Fifty-foot Perpetual Easement being the **POINT OF BEGINNING** of said Centerline; thence N 74°11'05" E along said Centerline a distance of 380.46 feet; thence N 50°30'55" E along said Centerline a distance of 184.84 feet; thence S 39°29'05" E along said Centerline a distance of 100.00 feet; thence N 50°30'55" E along said Centerline a distance of 894.06 feet to the North line of said Southeast Quarter (SE1/4) and the end of said Centerline, containing 77,968 square feet or 1.79 acres, more or less. The side lines of the easement shall be lengthened or shortened to terminate at the West and North lines of said Southeast Quarter (SE1/4).

The intent of this Easement is to be Fifty-foot in width with a portion of the Northern line and a portion of the Southern line being parallel and contiguous with the Southern and Northern lines of an existing fifty-foot Oneok Transportation, LLC Easement recorded in Book 527 Pages 242 - 245.

Also:

A Fifty-foot Temporary Construction Easement containing 93,769 square feet, or 2.15 acres more or less being adjacent to, and South of, North of, West of and East of the above described Perpetual Easement and as shown on Exhibit "B".

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

SURVEYOR'S CERTIFICATE

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

Witness my hand and seal this 21st day of November, 2018.



A handwritten signature in black ink, appearing to read "Robert L. Johnston Jr.", written over a horizontal line.

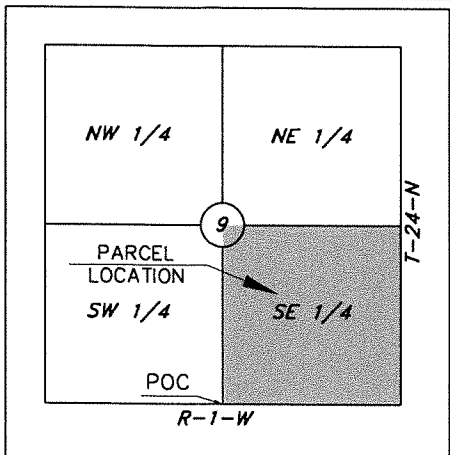
Robert L. Johnston Jr., PLS
Oklahoma No. 1792
Cert. of Auth. 4193
Exp. Date June 30, 2020

Exhibit "B"

TRACT N-029
 PARCEL# 0000-09-024-01W-4-001-00
 LARRY K KIENHOLZ AND SUSAN KIENHOLZ
 BOOK 465 PAGE 860
 NOBLE COUNTY, OKLAHOMA
 POB - POINT OF BEGINNING
 POC - POINT OF COMMENCEMENT

LEGAL DESCRIPTION
 See Exhibit "A"

THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENTS AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.



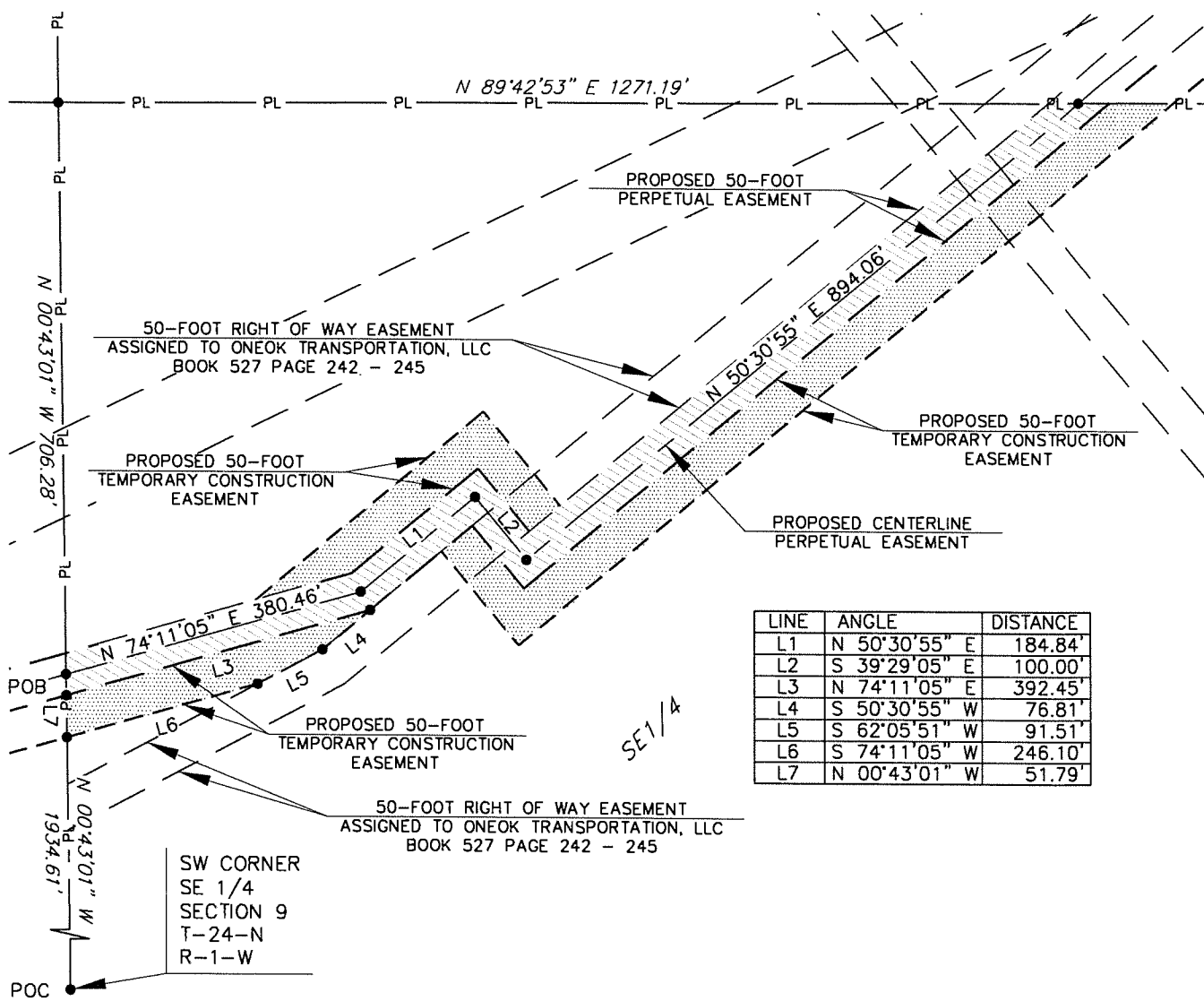
LOCATION MAP
 NOT TO SCALE

BEARINGS & DISTANCES
 GRID STATE PLANE
 OKLAHOMA NORTH

1" = 200'

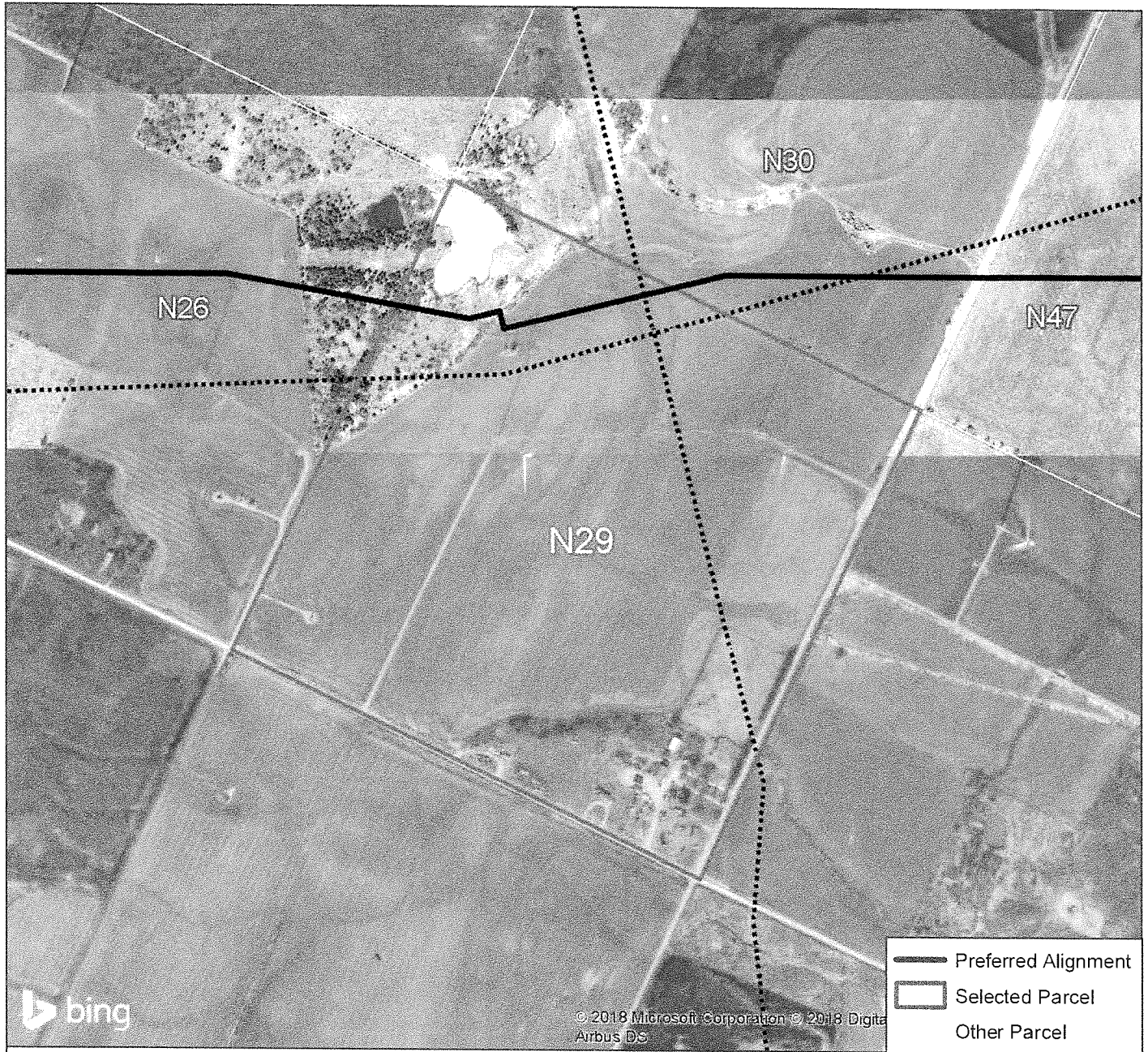
Perpetual Easement 77,968 S.F. 1.79 Acres
 Temp Construction Easement 93,769 S.F. 2.15 Acres

- PL ————— PL ————— PROPERTY LINE
- R/W ————— R/W ————— EXISTING RIGHT OF WAY
- EXISTING EASEMENT
- PROPOSED CENTERLINE PERPETUAL EASEMENT
- PROPOSED PERPETUAL EASEMENT
- PROPOSED TEMPORARY CONSTRUCTION EASEMENT



LINE	ANGLE	DISTANCE
L1	N 50°30'55" E	184.84'
L2	S 39°29'05" E	100.00'
L3	N 74°11'05" E	392.45'
L4	S 50°30'55" W	76.81'
L5	S 62°05'51" W	91.51'
L6	S 74°11'05" W	246.10'
L7	N 00°43'01" W	51.79'

SW CORNER
 SE 1/4
 SECTION 9
 T-24-N
 R-1-W



- Preferred Alignment
- Selected Parcel
- Other Parcel

Parcel ID: N29
Parcel Owner: KIENHOLZ LARRY K ETUX

Mapbook Page:	41	Bio Study:	Yes
County:	Noble	CR Study:	Yes
STR:	9-T24N-R1W	Bore No.:	NA
Phone:		Bore Access:	NA
Jurisdiction:	Noble County	Bore Completed:	NA
Project No.:		Temp SF:	No
PIP Segment No.:		Perm SF:	No
Survey Access:	Granted	Temp Docs:	No
Boundary Survey:	Yes	Perm Docs:	No
Tribal ID:	0	Trench Monitor:	No

Parcel Mapbook



City Commission Meeting

8.6.

Meeting Date: 05/21/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM LARRY K. AND SUSAN K. KIENHOLZ OF NOBLE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R3, PARCEL NO. N-030, IN THE AMOUNT OF \$11,275.00, AND AUTHORIZE PAYMENT.

BACKGROUND:

The Kaw Lake Water Supply Program requires the City to obtain easements from property owners whose property the Kaw Lake raw water pipeline crosses. This particular parcel of land is identified within the Kaw Lake Program as Parcel No. N-030. It is owned by Larry K. and Susan K. Kienholz, who have accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

A part of the Northeast Quarter (NE/4) of Section Nine (9), Township Twenty-four (24) North, Range One (1) West of the Indian Meridian, Noble County, State of Oklahoma, further described in the attachment, Exhibit "A".

The City of Enid’s offer of \$11,275.00 has been accepted by Larry K. and Susan K. Kienholz.

RECOMMENDATION:

Accept Permanent and Temporary Waterline Easements.

PRESENTER:

Murali Katta, P.E., Project Engineer

Fiscal Impact

Budgeted Y/N: Y
Amount: \$11,275.00
Funding Source:
44-445-9151

Attachments

N-030

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

UTILITY AND WATER LINE EASEMENT
Parcel # N-030 / 0000-09-024-01W-1-001-00

KNOW ALL MEN BY THESE PRESENTS:

That, Larry K. and Susan K. Kienholz, husband and wife as joint tenants, Grantor,” in consideration of the sum of [Ten dollars and 00/100 (\$10.00)] and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, “Grantee,” for the use and benefit of the Grantee, a utility and water lines easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Noble County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

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

Grantor agrees not to build or construct any building or buildings or permanent structures upon the easement area. Provided, that Grantor shall fully enjoy said premises except as may be necessarily restricted to carry out the Grantee’s purpose as set out herein. There is further granted the right to remove any trees, shrubs, vegetation, and obstructions or parts of, which in the judgment of the Grantee may interfere with the construction, operation, maintenance repair or replacement of the applicable utilities including water lines and systems.

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

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 21st day of MARCH, 20 19.

OWNER(S):

Larry K Kienholz
Larry K. Kienholz

LARRY K KIENHOLZ
Printed Name

Susan K Kienholz
Susan K. Kienholz

Susan K Kienholz
Printed Name

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
COUNTY OF NOBLE) ss:

Before me, the undersigned, a Notary Public, in and for said County and State on this 21st day of MARCH, 20 19, personally appeared, LARRY K KIENHOLZ & SUSAN K KIENHOLZ to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

STEVEN C. SMITH
Notary Public

(SEAL)



My Commission Number: 13000514

My Commission Expires: 1/16/21

ACCEPTANCE BY THE CITY OF ENID

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

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

Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

TEMPORARY CONSTRUCTION EASEMENT

Parcel # N-030 / 0000-09-024-01W-1-001-00

KNOW ALL MEN BY THESE PRESENTS:

That, Larry K. and Susan K. Kienholz, husband and wife as joint tenants, “Grantor,” in consideration of the sum of Ten dollars and 00/100 (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, “Grantee,” for the use and benefit of the Grantee, a temporary easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Noble County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

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

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

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

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 21st day of MARCH, 2019.

OWNER(S):

Garry K Kienholz
Larry K. Kienholz

LARRY K Kienholz
Printed Name

Susan K Kienholz
Susan K. Kienholz

Susan K Kienholz
Printed Name

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
COUNTY OF NOBLE) ss:
)

Before me, the undersigned, a Notary Public, in and for said County and State on this 21st day of MARCH, 2019, personally appeared LARRY K KIENHOLZ - SUSAN K KIENHOLZ to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



(SEAL)

Steven C Smith
Notary Public

My Commission Number: 13000514

My Commission Expires: 1/16/21

ACCEPTANCE BY THE CITY OF ENID

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

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

Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

EXHIBIT "A"

TRACT - N-030 PARCEL# 0000-09-024-01W-1-001-00

LARRY K. KIENHOLZ AND SUSAN KIENHOLZ

PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of the Northeast Quarter (NE1/4) of Section Nine (9), Township Twenty-four (24) North, Range One (1) West of the Indian Meridian, Noble County, State of Oklahoma, being more particularly described as follows:

Commencing at the Southeast corner of said Northeast Quarter (NE1/4); thence S 89°42'53" W along the South line of said Northeast Quarter (NE1/4) a distance of 1368.43 feet to the Centerline of a Fifty-foot Perpetual Easement being the **POINT OF BEGINNING** of said Centerline; thence N 50°30'55" E along said Centerline a distance of 259.92 feet; thence N 64°03'22" E along said Centerline a distance of 1289.16 feet to the East line of said Northeast Quarter (NE1/4) and the end of said Centerline, containing 77,454 square feet or 1.78 acres, more or less. The side lines of the easement shall be lengthened or shortened to terminate at the South and East lines of said Northeast Quarter (NE1/4).

The intent of this Easement is to be Fifty-foot in width with a portion of the Northern line being parallel and contiguous with the Southern line of an existing One hundred-foot Transmission Easement for Oklahoma Gas and Electric Company recorded in Book MS 67 Page 482, and a portion of the Northern line being parallel and contiguous with the Southern line of an existing Fifty-foot Right-of-Way Easement assigned to OneOK Transportation, LLC recorded in Book 527 Pages 242-245.

Also:

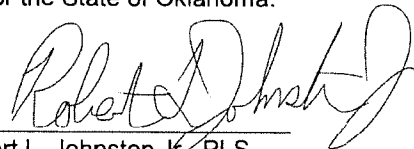
A Fifty-foot Temporary Construction Easement containing 72,615 square feet, or 1.67 acres more or less being adjacent to, and South of the above described Perpetual Easement and as shown on Exhibit "B".

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

SURVEYOR'S CERTIFICATE

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

Witness my hand and seal this 21st day of November, 2018.



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



Exhibit "B"

TRACT N-030
 PARCEL# 0000-09-024-01W-1-001-00
 LARRY K KIENHOLZ AND SUSAN KIENHOLZ
 BOOK 422 PAGE 672
 NOBLE COUNTY, OKLAHOMA

LEGAL DESCRIPTION
 See Exhibit "A"

POB - POINT OF BEGINNING
 POC - POINT OF COMMENCEMENT

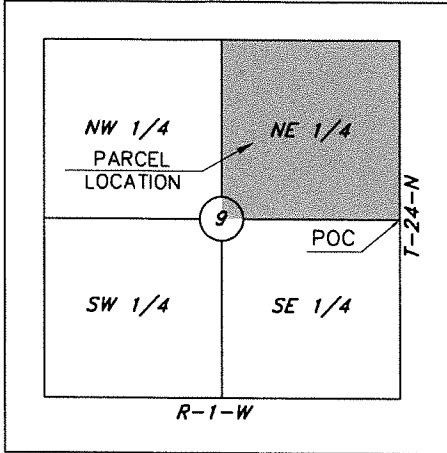
THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENTS AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.

Perpetual Easement 77,454 S.F. 1.78 Acres
 Temp Construction Easement 72,615 S.F. 1.67 Acres

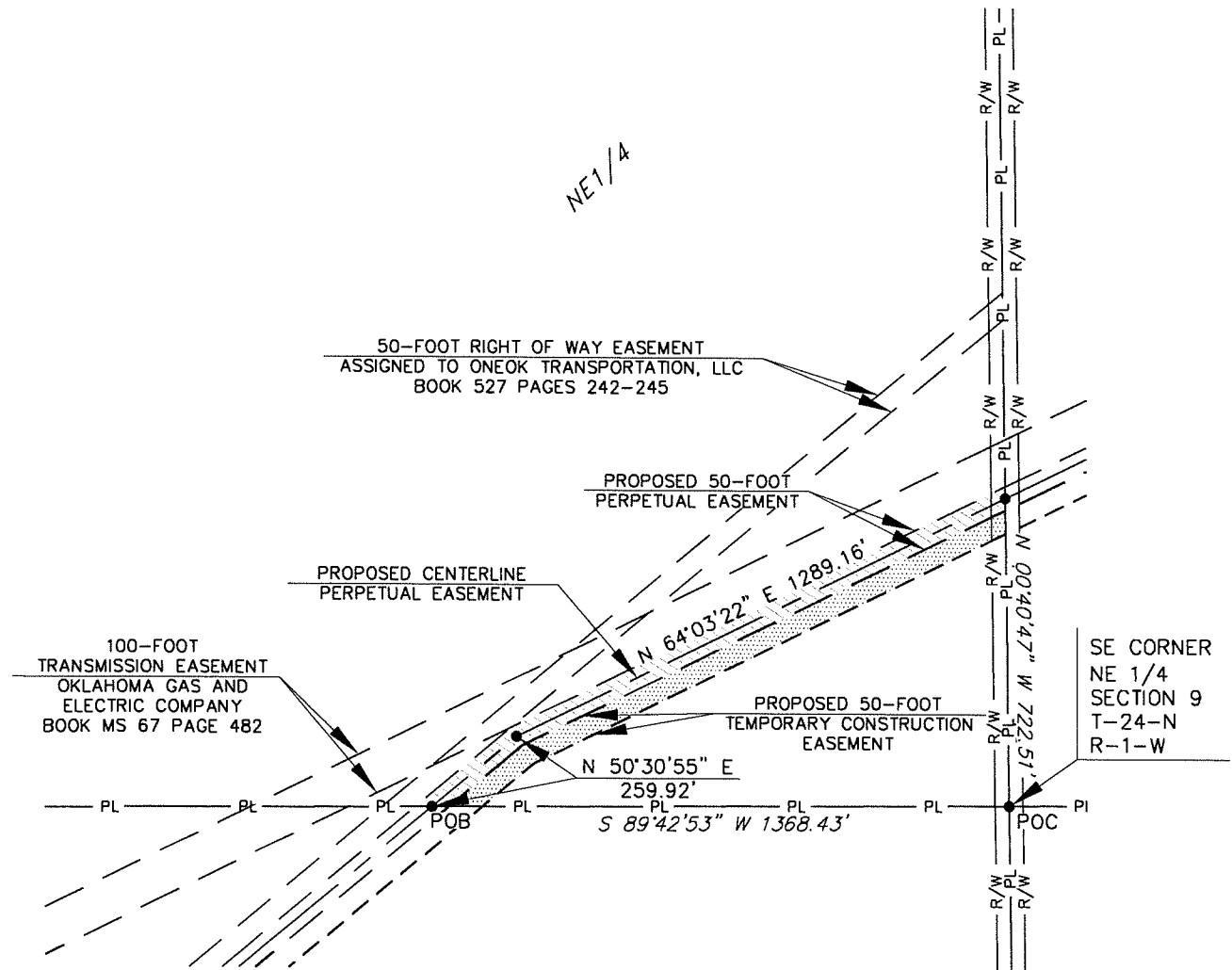
BEARINGS & DISTANCES
 GRID STATE PLANE
 OKLAHOMA NORTH

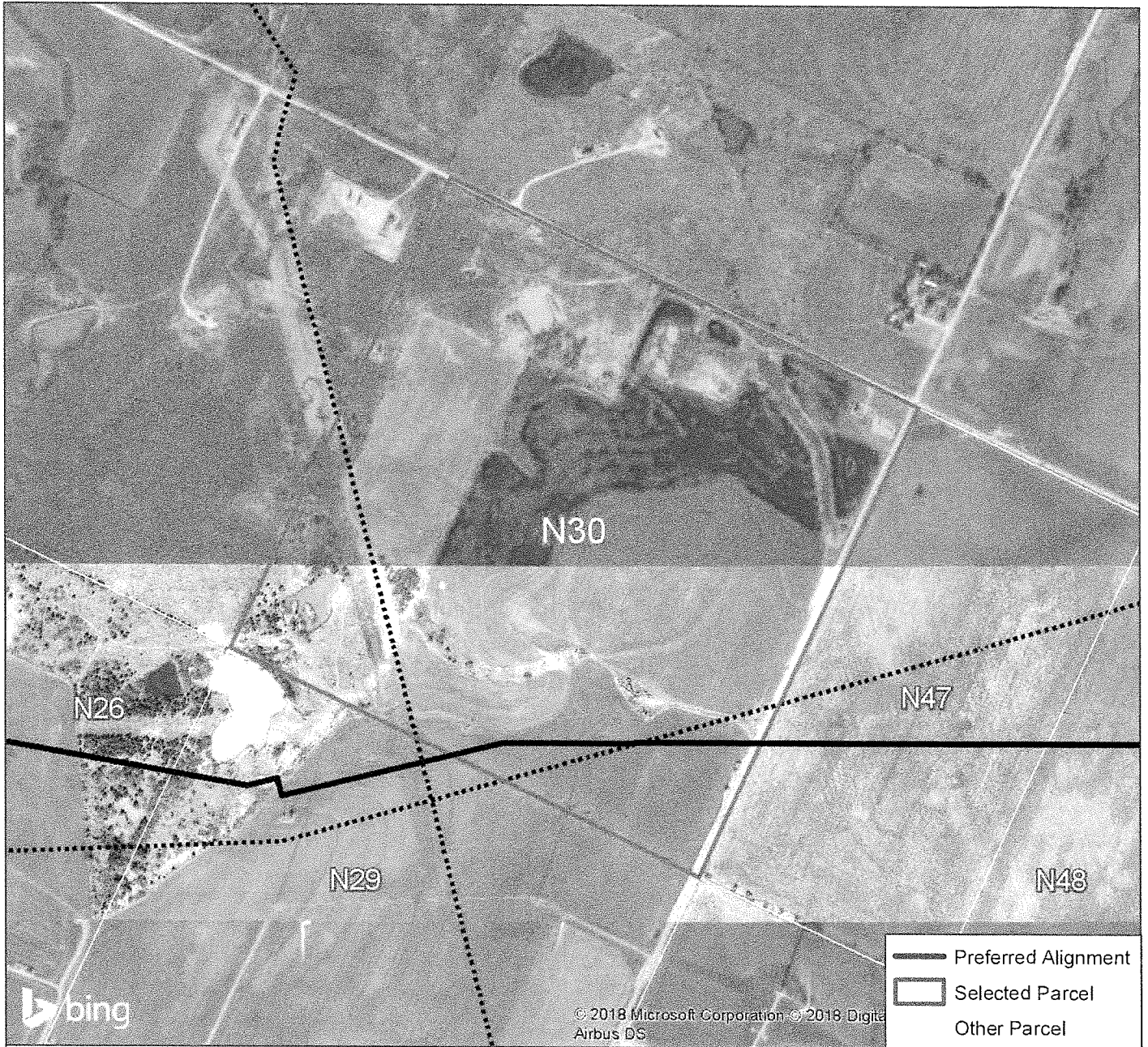
1" = 400'

- PL —— PL —— PROPERTY LINE
- R/W —— R/W —— EXISTING RIGHT OF WAY
- ——— ——— EXISTING EASEMENT
- ——— ——— PROPOSED CENTERLINE PERPETUAL EASEMENT
- ——— ——— PROPOSED PERPETUAL EASEMENT
- ——— ——— PROPOSED TEMPORARY CONSTRUCTION EASEMENT



LOCATION MAP
 NOT TO SCALE





Parcel ID: N30
Parcel Owner: KIENHOLZ LARRY K ETUX

Mapbook Page:	41	Bio Study:	Yes
County:	Noble	CR Study:	Yes
STR:	9-T24N-R1W	Bore No.:	NA
Phone:	405 880-3378	Bore Access:	Granted
Jurisdiction:	Noble County	Bore Completed:	NA
Project No.:		Temp SF:	No
PIP Segment No.:		Perm SF:	No
Survey Access:	Granted	Temp Docs:	No
Boundary Survey:	Yes	Perm Docs:	No
Tribal ID:	0	Trench Monitor:	No

Parcel Mapbook



City Commission Meeting

8.7.

Meeting Date: 05/21/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM EVIN E. PIERCE OF NOBLE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R3, PARCEL NO. N-020, IN THE AMOUNT OF \$14,075.00, AND AUTHORIZE PAYMENT.

BACKGROUND:

The Kaw Lake Water Supply Program requires the City to obtain easements from property owners whose property the Kaw Lake raw water pipeline crosses. This particular parcel of land is identified within the Kaw Lake Program as Parcel No. N-020. It is owned by Evin E. Pierce, who has accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

A part of the Southwest Quarter (SW/4) of Section Twenty-nine (29), Township Twenty-four (24) North, Range Two (2) West of the Indian Meridian, Noble County, State of Oklahoma, further described in the attachment, Exhibit "A".

The City of Enid's offer of \$14,075.00 has been accepted by Evin E. Pierce.

RECOMMENDATION:

Accept Permanent and Temporary Waterline Easements.

PRESENTER:

Murali Katta, P.E., Project Engineer

Fiscal Impact

Budgeted Y/N: Y
Amount: \$14,075.00
Funding Source:
44-445-9151

Attachments

N-020

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

UTILITY AND WATER LINE EASEMENT
Parcel # N-020 / 0000-29-024-02W-3-001-00

KNOW ALL MEN BY THESE PRESENTS:

That, **Evin E. Pierce**, "Grantor," in consideration of the sum of [Ten dollars and 00/100 (\$10.00)] and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a utility and water lines easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Noble County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

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

Grantor agrees not to build or construct any building or buildings or permanent structures upon the easement area. Provided, that Grantor shall fully enjoy said premises except as may be necessarily restricted to carry out the Grantee's purpose as set out herein. There is further granted the right to remove any trees, shrubs, vegetation, and obstructions or parts of, which in the judgment of the Grantee may interfere with the construction, operation, maintenance repair or replacement of the applicable utilities including water lines and systems.

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

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 6th day of April, 2019.

OWNER(S):

[Handwritten Signature]
Evin E. Pierce

Evin E Pierce
Printed Name

Signature

Printed Name

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF Noble)

Before me, the undersigned, a Notary Public, in and for said County and State on this 6th day of April, 2019, personally appeared, Evin E. Pierce to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

ANTHONY K. HOLLJE
NOTARY PUBLIC
OKLAHOMA COUNTY
STATE OF OKLAHOMA
COMMISSION NO. 16010572
EXPIRES NOVEMBER 04, 2020

(SEAL)

[Handwritten Signature]
Notary Public

My Commission Number: 16010572

My Commission Expires: 11-4-2020

ACCEPTANCE BY THE CITY OF ENID

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

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

Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

TEMPORARY CONSTRUCTION EASEMENT

Parcel # N-020 / 0000-29-024-02W-3-001-00

KNOW ALL MEN BY THESE PRESENTS:

That, Evin E. Pierce, "Grantor," in consideration of the sum of Ten dollars and 00/100 (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a temporary easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Noble County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

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

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

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

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 6th day of April, 2019.

OWNER(S):

Evin E. Pierce
Evin E. Pierce

Evin E Pierce
Printed Name

Signature

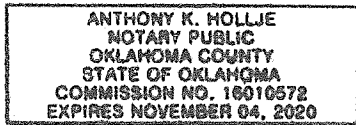
Printed Name

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF Noble)

Before me, the undersigned, a Notary Public, in and for said County and State on this 6th day of April, 2019, personally appeared Evin E. Pierce to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



Anthony K. Hollje
Notary Public

(SEAL)

My Commission Number: 16010572

My Commission Expires: 11-4-2020

ACCEPTANCE BY THE CITY OF ENID

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

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

Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

EXHIBIT "A"

TRACT - N-020 PARCEL# 0000-29-024-02W-3-001-00

EVIN E. PIERCE

PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of the Southwest Quarter (SW1/4) of Section Twenty-nine (29), Township Twenty-four (24) North, Range Two (2) West of the Indian Meridian, Noble County, State of Oklahoma, being more particularly described as follows:

Commencing at the Southwest corner of said Southwest Quarter (SW1/4); thence N 89°35'13" E along the South line of said Southwest Quarter (SW1/4) a distance of 1046.14 feet to the Centerline of a Fifty-foot Perpetual Easement being the **POINT OF BEGINNING** of said Centerline; thence N 00°24'47" W along said Centerline a distance of 236.55 feet; thence N 66°41'39" E along said Centerline a distance of 1697.19 feet to the East line of said Southwest Quarter (SW1/4) and the end of said Centerline, containing 96,687 square feet or 2.22 acres, more or less. The side lines of the easement shall be lengthened or shortened to terminate at the South and East lines of said Southwest Quarter (SW1/4).

The intent of this Easement is to be Fifty-foot in width with a portion of the Northern line being parallel and contiguous with the Southern line of an existing One hundred-foot Transmission Easement for Oklahoma Gas and Electric Company recorded in Book V5 Page 215.

Also:

A Fifty-foot Temporary Construction Easement containing 92,320 square feet, or 2.12 acres more or less being adjacent to, East of, and South of the above described Perpetual Easement and as shown on Exhibit "B".

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

SURVEYOR'S CERTIFICATE

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

Witness my hand and seal this 4th day of January, 2019.



A handwritten signature in black ink, appearing to read "Robert L. Johnston Jr.", written over a horizontal line.

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

Exhibit "B"

TRACT N-020
 PARCEL# 0000-29-024-02W-3-001-00
 EVIN E. PIERCE
 BOOK 832 PAGE 853-857
 NOBLE COUNTY, OKLAHOMA

LEGAL DESCRIPTION
 See Exhibit "A"

POB - POINT OF BEGINNING
 POC - POINT OF COMMENCEMENT

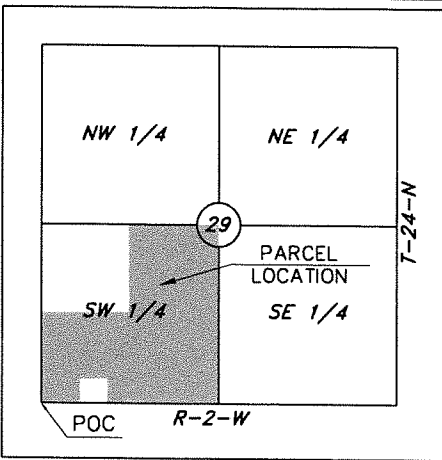
THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENTS AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.

BEARINGS & DISTANCES
 GRID STATE PLANE
 OKLAHOMA NORTH

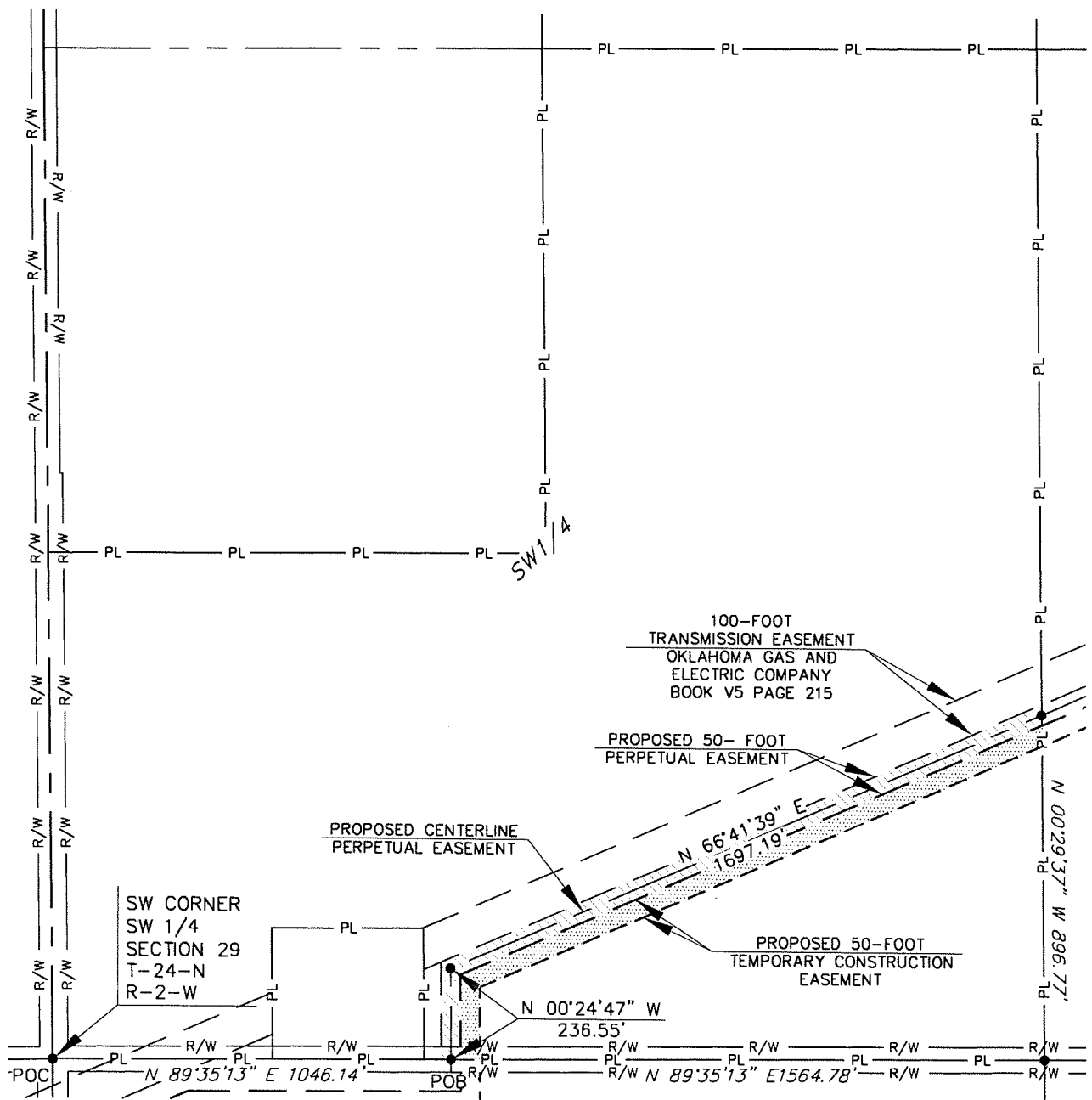
1" = 400'

Perpetual Easement 96,687 S.F. 2.22 Acres
 Temp Construction Easement 92,320 S.F. 2.12 Acres

- PL —— PL —— PROPERTY LINE
- R/W —— R/W —— EXISTING RIGHT OF WAY
- ——— ——— EXISTING EASEMENT
- ——— ——— PROPOSED CENTERLINE PERPETUAL EASEMENT
- ——— ——— PROPOSED PERPETUAL EASEMENT
- ——— ——— PROPOSED TEMPORARY CONSTRUCTION EASEMENT



LOCATION MAP
 NOT TO SCALE



City Commission Meeting

8.8.

Meeting Date: 05/21/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM RICHARD L. SPRINGER OF NOBLE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R3, PARCEL NO. N-035, IN THE AMOUNT OF \$14,300.00, AND AUTHORIZE PAYMENT.

BACKGROUND:

The Kaw Lake Water Supply Program requires the City to obtain easements from property owners whose property the Kaw Lake raw water pipeline crosses. This particular parcel of land is identified within the Kaw Lake Program as Parcel No. N-035. It is owned by Richard L. Springer, who has accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

A part of Lot 4 and Lot 3 and a part of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) of the Fractional Section Eighteen (18), Township Twenty-four (24) North, Range One (1) West of the Indian Meridian, Noble County, State of Oklahoma, further described in the attachment, Exhibit "A".

The City of Enid's offer of \$14,300.00 has been accepted by Richard L. Springer.

RECOMMENDATION:

Accept Permanent and Temporary Waterline Easements.

PRESENTER:

Murali Katta, P.E., Project Engineer

Fiscal Impact

Budgeted Y/N: Y
Amount: \$14,300.00
Funding Source:
44-445-9151

Attachments

N-035

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

UTILITY AND WATER LINE EASEMENT
Parcel # N-035 / 0000-18-024-01W-3-001-00

KNOW ALL MEN BY THESE PRESENTS:

That, **Richard L. Springer, upon his death, title to be transferred to Chris A. Odenwald**, Grantor,” in consideration of the sum of [Ten dollars and 00/100 (\$10.00)] and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, “Grantee,” for the use and benefit of the Grantee, a utility and water lines easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Noble County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

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

Grantor agrees not to build or construct any building or buildings or permanent structures upon the easement area. Provided, that Grantor shall fully enjoy said premises except as may be necessarily restricted to carry out the Grantee’s purpose as set out herein. There is further granted the right to remove any trees, shrubs, vegetation, and obstructions or parts of, which in the judgment of the Grantee may interfere with the construction, operation, maintenance repair or replacement of the applicable utilities including water lines and systems.

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

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 5th day of April, 2019.

OWNER(S):

[Signature]
Richard L. Springer

Richard Springer
Printed Name

[Signature]
Chris A. Odenwald

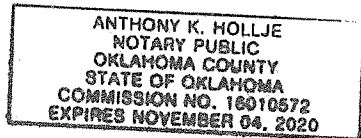
Chris Odenwald
Printed Name

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF Noble)

Before me, the undersigned, a Notary Public, in and for said County and State on this 5th day of April, 2019, personally appeared, Richard Springer & Chris Odenwald to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



(SEAL)

[Signature]
Notary Public

My Commission Number: 16010572

My Commission Expires: 11-4-2020

ACCEPTANCE BY THE CITY OF ENID

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

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

Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

TEMPORARY CONSTRUCTION EASEMENT
Parcel # N-035 / 0000-18-024-01W-3-001-00

KNOW ALL MEN BY THESE PRESENTS:

That, **Richard L. Springer, upon his death, title to be transferred to Chris A. Odenwald**, "Grantor," in consideration of the sum of Ten dollars and 00/100 (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a temporary easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Noble County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

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

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

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

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 5th day of April, 2019.

OWNER(S):

Richard Springer
Richard L. Springer

Richard Springer
Printed Name

Chris Odenwald
Chris A. Odenwald

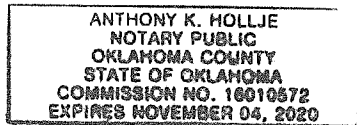
Chris Odenwald
Printed Name

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF Noble)

Before me, the undersigned, a Notary Public, in and for said County and State on this 5th day of April, 2019, personally appeared Richard Springer & Chris Odenwald to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



Anthony K. Hollje
Notary Public

(SEAL)

My Commission Number: 16010572

My Commission Expires: 11-4-2020

ACCEPTANCE BY THE CITY OF ENID

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

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

Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

EXHIBIT "A"

TRACT - N-035 PARCEL# 0000-18-024-01W-3-001-00

RICHARD L. SPRINGER

PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of Lot 4 and Lot 3 and a part of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of the Fractional Section Eighteen (18), Township Twenty-four (24) North, Range One (1) West of the Indian Meridian, Noble County, State of Oklahoma, being more particularly described as follows:

Commencing at the Southwest corner of said Lot 4; thence N 00°35'53" W along the West line of said Lot 4 a distance of 1159.34 feet to the Centerline of a Fifty-foot Perpetual Easement being the **POINT OF BEGINNING** of said Centerline; thence N 65°37'46" E along said Centerline a distance of 640.17 feet; thence N 64°01'27" E along said Centerline a distance of 1325.78 feet to the North line of said Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) and the end of said Centerline, containing 98,297 square feet or 2.26 acres, more or less. The side lines of the easement shall be lengthened or shortened to terminate at the West Line of said Lot 4 and at the North line of the Northeast Quarter (NE1/4) of the Southwest Quarter.

The intent of this Easement is to be Fifty-foot in width with the Northern line being parallel and contiguous with the Southern line of an existing One hundred-foot Transmission Easement for Oklahoma Gas and Electric Company unrecorded.

Also:

A Fifty-foot Temporary Construction Easement containing 104,812 square feet, or 2.41 acres more or less being adjacent to, and South of the above described Perpetual Easement and as shown on Exhibit "B".

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

SURVEYOR'S CERTIFICATE

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

Witness my hand and seal this 28th day of November, 2018.



A handwritten signature in black ink that reads "Robert L. Johnston Jr." with a stylized flourish at the end.

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

Exhibit "B"

TRACT N-035
 PARCEL# 0000-18-024-01W-3-001-00
 RICHARD L. SPRINGER
 BOOK 820 PAGE 740
 NOBLE COUNTY, OKLAHOMA

LEGAL DESCRIPTION
 See Exhibit "A"

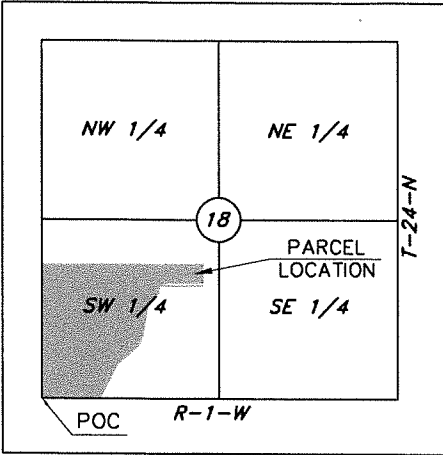
POB - POINT OF BEGINNING
 POC - POINT OF COMMENCEMENT

THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENTS AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.

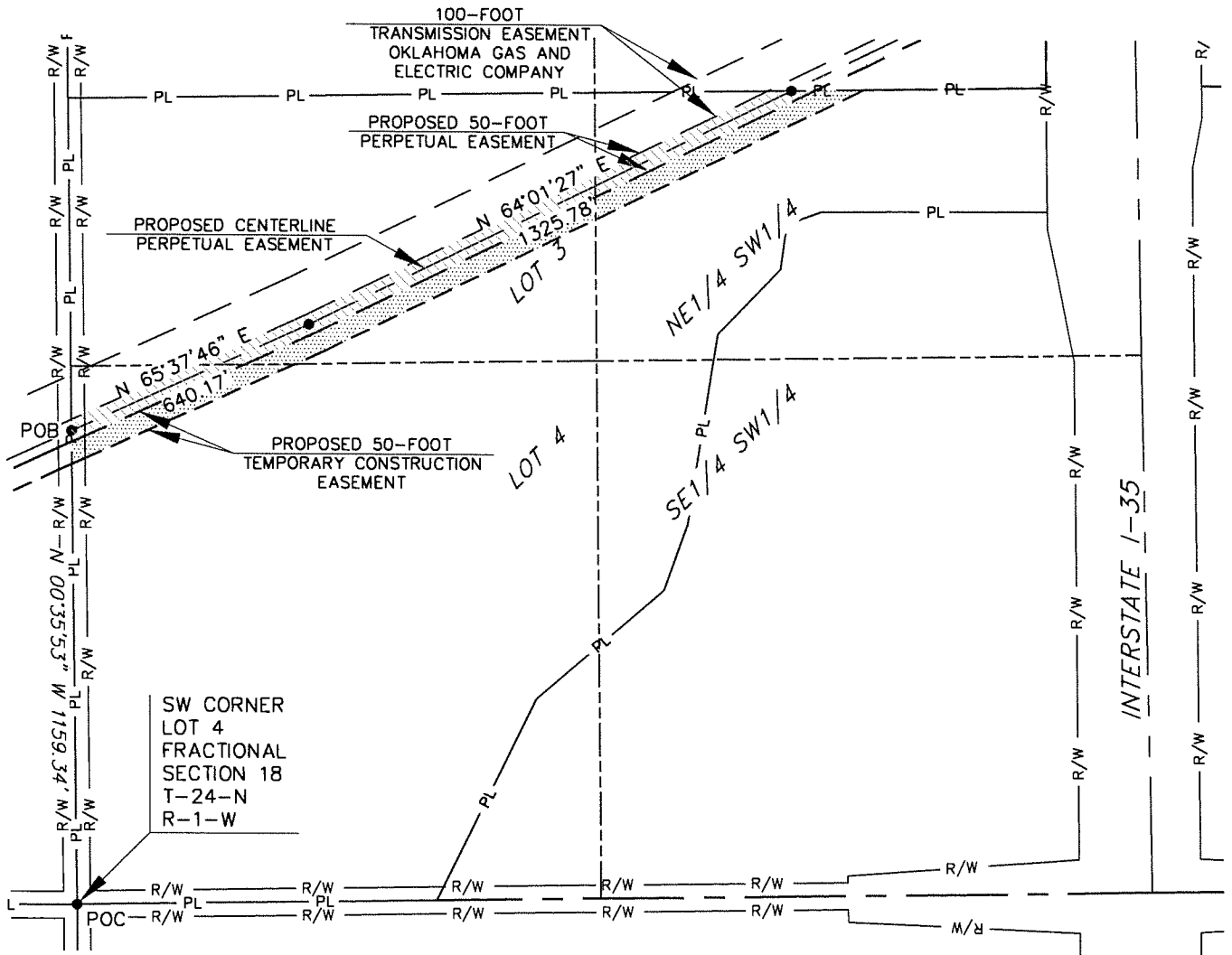
BEARINGS & DISTANCES
 GRID STATE PLANE
 OKLAHOMA NORTH
 1" = 400'

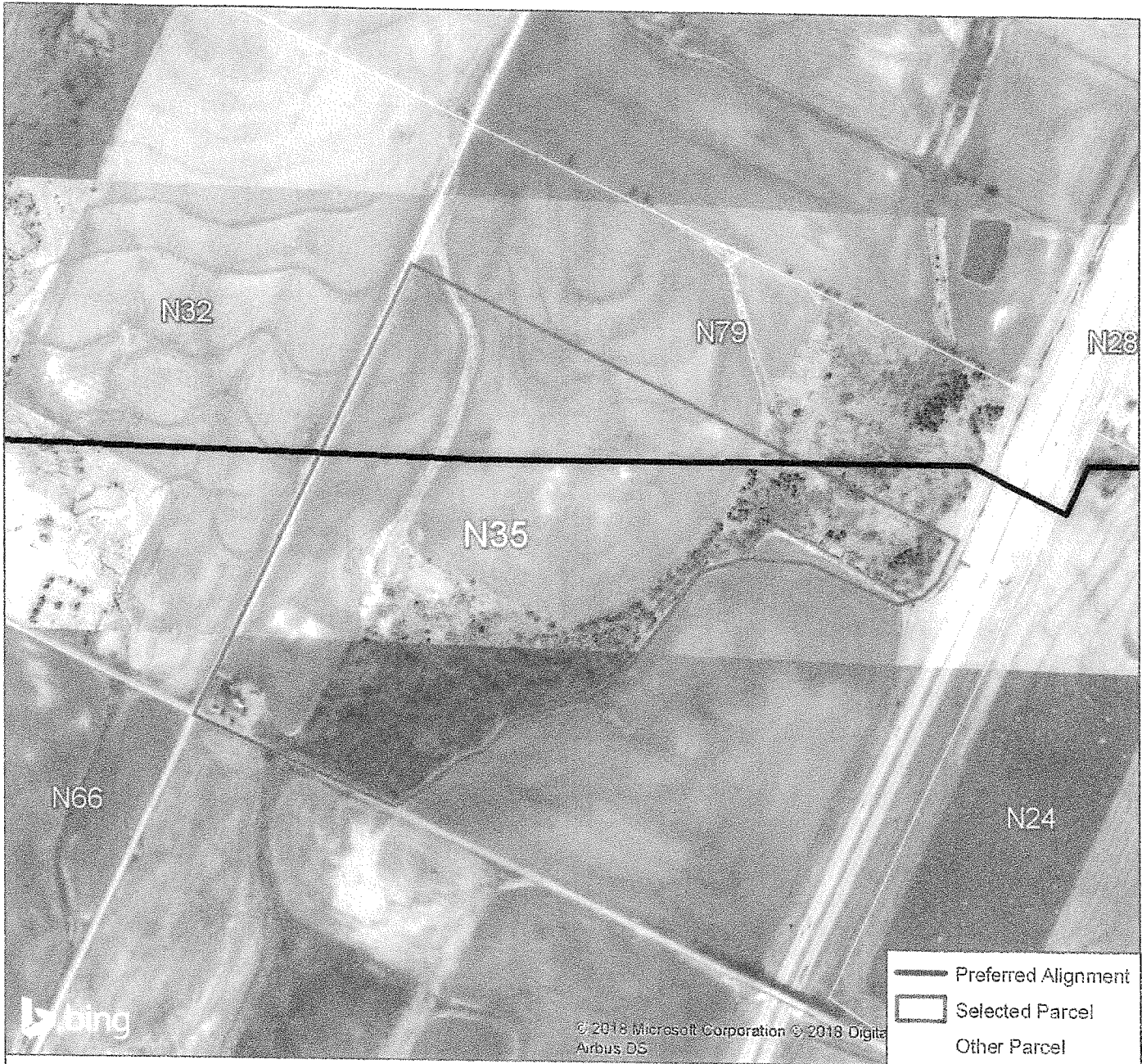
Perpetual Easement 98,297 S.F. 2.26 Acres
 Temp Construction Easement 104,812 S.F. 2.41 Acres

- PL —— PL —— PROPERTY LINE
- R/W —— R/W —— EXISTING RIGHT OF WAY
- ——— ——— EXISTING EASEMENT
- ——— ——— PROPOSED CENTERLINE PERPETUAL EASEMENT
- ——— ——— PROPOSED PERPETUAL EASEMENT
- ——— ——— PROPOSED TEMPORARY CONSTRUCTION EASEMENT



LOCATION MAP
 NOT TO SCALE





Parcel ID: N35
Parcel Owner: SPRINGER RICHARD L (LE)

Mapbook Page:	38	Bio Study:	Yes
County:	Noble	CR Study:	Yes
STR:	18-T24N-R1W	Bore No.:	NA
Phone:		Bore Access:	NA
Jurisdiction:	Noble County	Bore Completed:	NA
Project No.:		Temp SF:	No
PIP Segment No.:		Perm SF:	No
Survey Access:	Unknown	Temp Docs:	No
Boundary Survey:	Yes	Perm Docs:	No
Tribal ID:	0	Trench Monitor:	No

Parcel Mapbook

0 575 1,150

Feet

OKLAHOMA

City Commission Meeting

8.9.

Meeting Date: 05/21/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM JILL A. EVANS OF NOBLE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R3, PARCEL NO. N-037, IN THE AMOUNT OF \$4,725.00, AND AUTHORIZE PAYMENT.

BACKGROUND:

The Kaw Lake Water Supply Program requires the City to obtain easements from property owners whose property the Kaw Lake raw water pipeline crosses. This particular parcel of land is identified within the Kaw Lake Program as Parcel No. N-037. It is owned by Jill A. Evans, who has accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

A part of the Northwest Quarter (NW/4) of Section Twenty-three (23), Township Twenty-four (24) North, Range Two (2) West of the Indian Meridian, Noble County, State of Oklahoma, further described in the attachment, Exhibit "A".

The City of Enid's offer of \$4,725.00 has been accepted by Jill A Evans.

RECOMMENDATION:

Accept Permanent and Temporary Waterline Easements.

PRESENTER:

Murali Katta, P.E., Project Engineer

Fiscal Impact

Budgeted Y/N: Y
Amount: \$4,725.00
Funding Source:
44-445-9151

Attachments

N-037

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

UTILITY AND WATER LINE EASEMENT
Parcel # N-037 / 0000-23-024-02W-2-001-00

KNOW ALL MEN BY THESE PRESENTS:

That, **Jill A. Evans**, "Grantor," in consideration of the sum of [Ten dollars and 00/100 (\$10.00)] and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a utility and water lines easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Noble County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

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

Grantor agrees not to build or construct any building or buildings or permanent structures upon the easement area. Provided, that Grantor shall fully enjoy said premises except as may be necessarily restricted to carry out the Grantee's purpose as set out herein. There is further granted the right to remove any trees, shrubs, vegetation, and obstructions or parts of, which in the judgment of the Grantee may interfere with the construction, operation, maintenance repair or replacement of the applicable utilities including water lines and systems.

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

ACCEPTANCE BY THE CITY OF ENID

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

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

Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

TEMPORARY CONSTRUCTION EASEMENT

Parcel # N-037 / 0000-23-024-02W-2-001-00

KNOW ALL MEN BY THESE PRESENTS:

That Jill A. Evans, "Grantor," in consideration of the sum of Ten dollars and 00/100 (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a temporary easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Noble County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

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

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

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

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 9th day of April, 2019.

OWNER(S):

Jill A Evans

Jill A. Evans

Jill A Evans

Printed Name

Signature

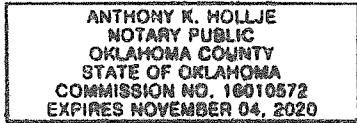
Printed Name

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF Noble)

Before me, the undersigned, a Notary Public, in and for said County and State on this 9th day of April, 2019, personally appeared Jill A. Evans to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



Anthony K Hollje
Notary Public

(SEAL)

My Commission Number: 16010572

My Commission Expires: 11-4-2020

ACCEPTANCE BY THE CITY OF ENID

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

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

Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

EXHIBIT "A"

TRACT - N-037 PARCEL# 0000-23-024-02W-2-001-00

JILL A. EVANS

PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of the Northwest Quarter (NW1/4) of Section Twenty-three (23), Township Twenty-four (24) North, Range Two (2) West of the Indian Meridian, Noble County, State of Oklahoma, being more particularly described as follows:

Commencing at the Southeast corner of said Northwest Quarter (NW1/4); thence S 89°06'09" W along the South line of said Northwest Quarter (NW1/4) a distance of 535.00 feet to the Centerline of a Fifty-foot Perpetual Easement being the **POINT OF BEGINNING** of said Centerline; thence N 00°53'52" W along said Centerline a distance of 63.91 feet; thence N 63°38'46" E along said Centerline a distance of 585.19 feet to the East line of said Northwest Quarter (NW1/4) and the end of said Centerline, containing 32,455 square feet or 0.75 acres, more or less. The side lines of the easement shall be lengthened or shortened to terminate at the South and East lines of said Northwest Quarter (NW1/4).

The intent of this Easement is to be Fifty-foot in width with a portion of the Northern line being parallel and contiguous with the Southern line of an existing One-hundred-foot Transmission Easement for Oklahoma Gas and Electric Company unrecorded.

Also:

A Fifty-foot Temporary Construction Easement containing 28,071 square feet, or 0.64 acres more or less being adjacent to, and South of, East of the above described Perpetual Easement and as shown on Exhibit "B".

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

SURVEYOR'S CERTIFICATE

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

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



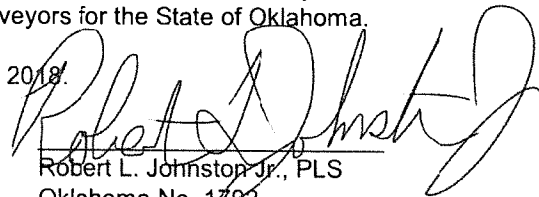
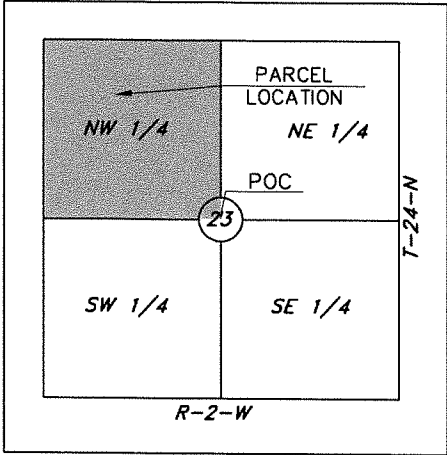

Robert L. Johnston Jr., PLS
Oklahoma No. 1792
Cert. of Auth. 4193
Exp. Date June 30, 2020

Exhibit "B"

TRACT N-037
 PARCEL# 0000-23-024-02W-2-001-00
 JILL A EVANS
 BOOK 651 PAGE 530
 NOBLE COUNTY, OKLAHOMA
 POB - POINT OF BEGINNING
 POC - POINT OF COMMENCEMENT

LEGAL DESCRIPTION
 See Exhibit "A"

THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENTS AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.



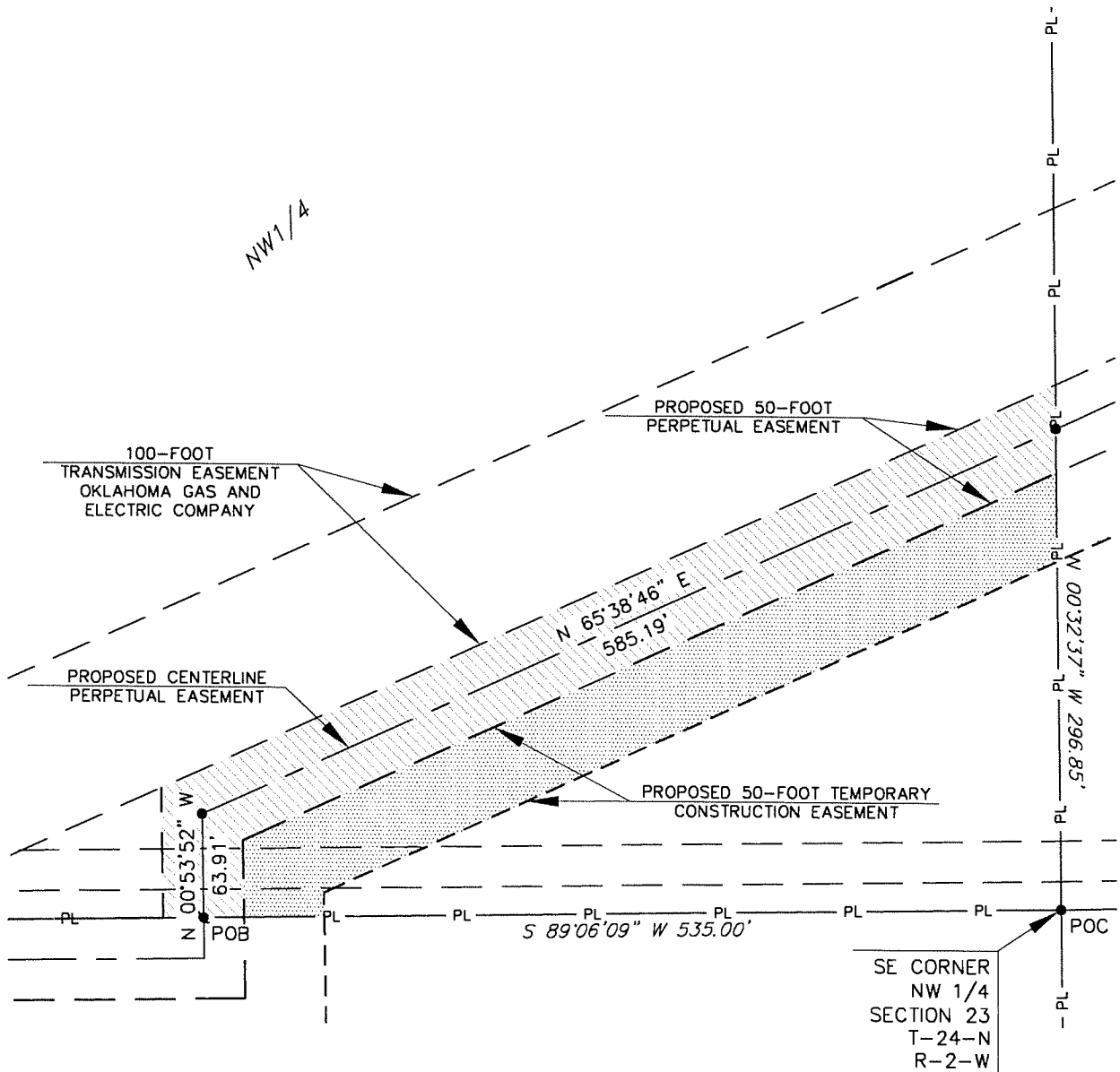
LOCATION MAP
 NOT TO SCALE

BEARINGS & DISTANCES
 GRID STATE PLANE
 OKLAHOMA NORTH

1" = 100'

Perpetual Easement 32,455 S.F. 0.75 Acres
 Temp Construction Easement 28,071 S.F. 0.64 Acres

- PL — PL — PROPERTY LINE
- R/W — R/W — EXISTING RIGHT OF WAY
- — — — EXISTING EASEMENT
- — — — PROPOSED CENTERLINE PERPETUAL EASEMENT
- — — — PROPOSED PERPETUAL EASEMENT
- — — — PROPOSED TEMPORARY CONSTRUCTION EASEMENT



City Commission Meeting

8.10.

Meeting Date: 05/21/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM THE MICHAEL J. CURBY LIVING TRUST OF NOBLE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R3, PARCEL NO. N-067, IN THE AMOUNT OF \$10,525.00, AND AUTHORIZE PAYMENT.

BACKGROUND:

The Kaw Lake Water Supply Program requires the City to obtain easements from property owners whose property the Kaw Lake raw water pipeline crosses. This particular parcel of land is identified within the Kaw Lake Program as Parcel No. N-067. It is owned by the Michael J. Curby Living Trust, which has accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

A part of the West Half (W/2) of the Southwest Quarter (SW/4) of Section Twenty-three (23), Township Twenty-four (24) North, Range Two (2) West of the Indian Meridian, Noble County, State of Oklahoma, further described in the attachment, Exhibit "A".

The City of Enid's offer of \$10,525.00 has been accepted by the Michael J. Curby Living Trust.

RECOMMENDATION:

Accept Permanent and Temporary Waterline Easements.

PRESENTER:

Murali Katta, P.E., Project Engineer

Fiscal Impact

Budgeted Y/N: Y

Amount: \$10,525.00

Funding Source:

44-445-9151

Attachments

N-067

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

UTILITY AND WATER LINE EASEMENT
Parcel # N-067 / 0000-23-024-02W-3-001-00

KNOW ALL MEN BY THESE PRESENTS:

That, Michael J. Curby Living Trust dated 21st of May, 2007, Grantor,” in consideration of the sum of [Ten dollars and 00/100 (\$10.00)] and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, “Grantee,” for the use and benefit of the Grantee, a utility and water lines easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Noble County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

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

Grantor agrees not to build or construct any building or buildings or permanent structures upon the easement area. Provided, that Grantor shall fully enjoy said premises except as may be necessarily restricted to carry out the Grantee’s purpose as set out herein. There is further granted the right to remove any trees, shrubs, vegetation, and obstructions or parts of, which in the judgment of the Grantee may interfere with the construction, operation, maintenance repair or replacement of the applicable utilities including water lines and systems.

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

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 3RD day of APRIL, 2019.

OWNER(S): Michael J. Curby as Trustee of the Michael J. Curby Living Trust dated the 21st day of May 2007.

Michael J. Curby
Michael J. Curby

Michael J. Curby
Printed Name

Signature

Printed Name

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF Noble)

Before me, the undersigned, a Notary Public, in and for said County and State on this 3RD day of APRIL, 2019, personally appeared, MICHAEL J. CURBY to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

(SEAL)



Steven C. Smith
Notary Public

My Commission Number: 13000514

My Commission Expires: 1/16/21

ACCEPTANCE BY THE CITY OF ENID

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

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

Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

TEMPORARY CONSTRUCTION EASEMENT
Parcel # N-067 / 0000-23-024-02W-3-001-00

KNOW ALL MEN BY THESE PRESENTS:

That, **Michael J. Curby Living Trust dated 21st of May, 2007**, "Grantor," in consideration of the sum of Ten dollars and 00/100 (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a temporary easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Noble County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

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

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

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

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 3RD day of APRIL, 2019.

OWNER(S): Michael J. Curby as Trustee of the Michael J. Curby Living Trust dated the 21st day of May 2007.

Michael J. Curby
Michael J. Curby

Michael J. Curby
Printed Name

Signature

Printed Name

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF NOBLE)

Before me, the undersigned, a Notary Public, in and for said County and State on this 3RD day of APRIL, 2019, personally appeared MICHAEL J. CURBY to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



Steven C. Smith
Notary Public

(SEAL)

My Commission Number: 13000514

My Commission Expires: 1/16/21

ACCEPTANCE BY THE CITY OF ENID

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

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

Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

EXHIBIT "A"

TRACT - N-067 PARCEL# 0000-23-024-02W-3-001-00

THE MICHAEL J. CURBY LIVING TRUST

PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of the West Half (W1/2) of the Southwest Quarter (SW1/4) of Section Twenty-three (23), Township Twenty-four (24) North, Range Two (2) West of the Indian Meridian, Noble County, State of Oklahoma, being more particularly described as follows:

Commencing at the Northwest corner of the West Half (W1/2) of the Southwest Quarter (SW1/4); thence S 00°34'13" E along the West line of said West Half (W1/2) of the Southwest Quarter (SW1/4) a distance of 858.98 feet to the Centerline of a Fifty-foot Perpetual Easement being the **POINT OF BEGINNING** of said Centerline; thence N 63°49'22" E along said Centerline a distance of 233.64 feet; thence N 65°38'46" E along said Centerline a distance of 1211.24 feet to the East line of said West Half (W1/2) of the Southwest Quarter (SW1/4) and the end of said Centerline, containing 72,244 square feet or 1.66 acres, more or less. The side lines of the easement shall be lengthened or shortened to terminate at the East and West lines of said West Half (W1/2) of the Southwest Quarter (SW1/4).

The intent of this Easement is to be Fifty-foot in width with the Northern line being parallel and contiguous with the Southern line of an existing One hundred-foot Transmission Easement for Oklahoma Gas and Electric Company unrecorded.

Also:

A Fifty-foot Temporary Construction Easement containing 72,260 square feet, or 1.66 acres more or less being South of and adjacent to the above described Perpetual Easement and as shown on Exhibit "B".

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

SURVEYOR'S CERTIFICATE

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

Witness my hand and seal this 3rd day of December, 2018.



A handwritten signature in black ink, appearing to read "Robert L. Johnston Jr.", written over a horizontal line.

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

Exhibit "B"

TRACT N-067
 PARCEL# 0000-23-024-02W-3-001-00
 THE MICHAEL J. CURBY LIVING TRUST
 BOOK 637 PAGE 370 - 380
 NOBLE COUNTY, OKLAHOMA

LEGAL DESCRIPTION
 See Exhibit "A"

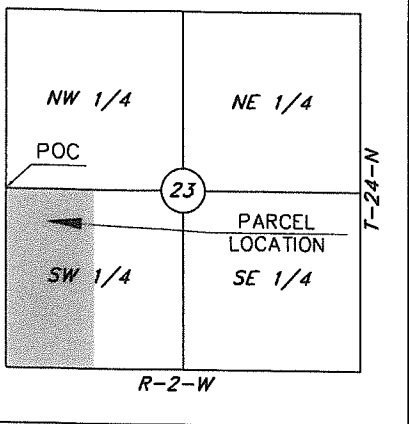
POB - POINT OF BEGINNING
 POC - POINT OF COMMENCEMENT

THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENTS AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.

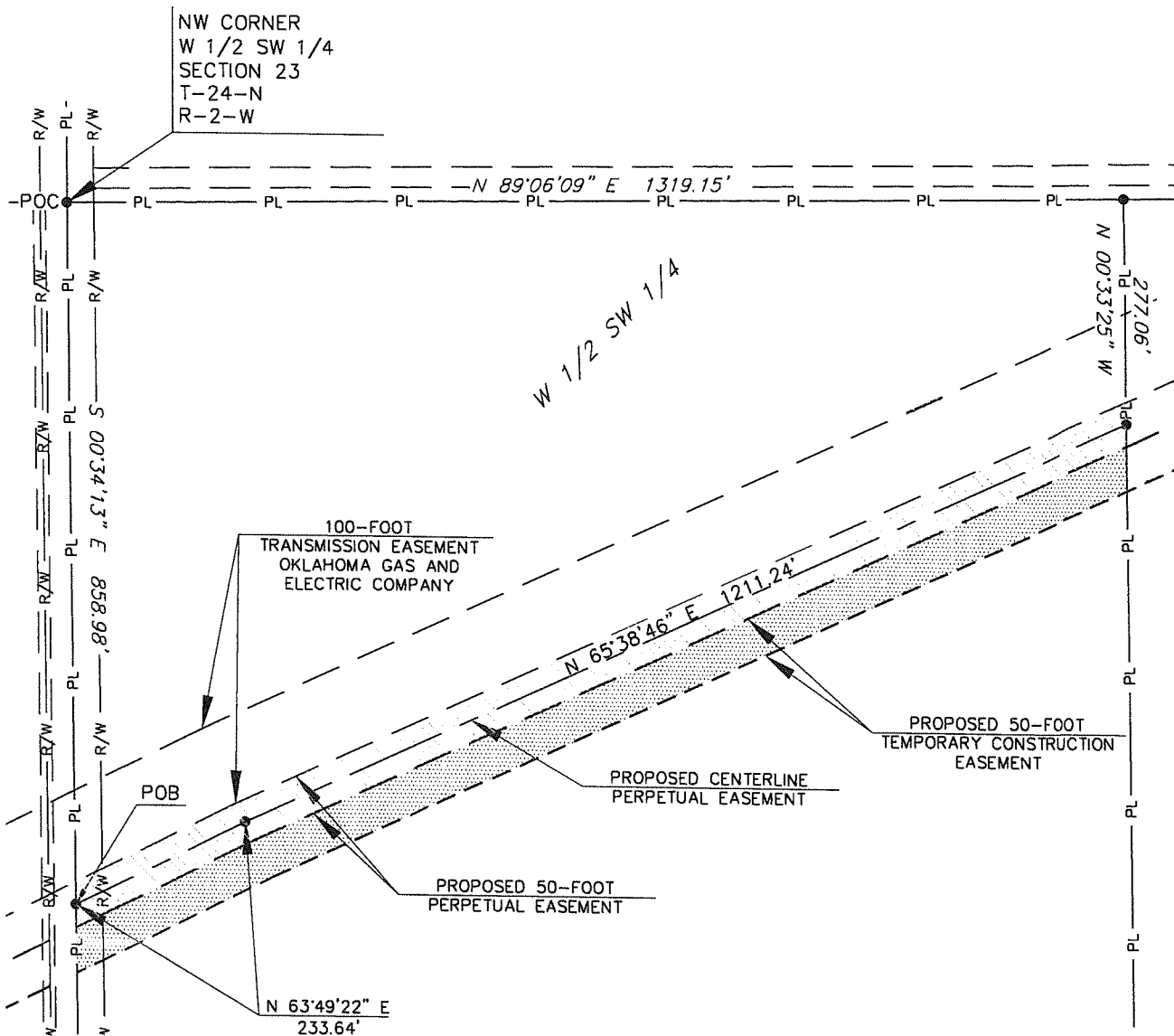
BEARINGS & DISTANCES
 GRID STATE PLANE
 OKLAHOMA NORTH
 1" = 200'

Perpetual Easement 72,244 S.F. 1.66 Acres
 Temp Construction Easement 72,260 S.F. 1.66 Acres

- PL — PL — PROPERTY LINE
- R/W — R/W — EXISTING RIGHT OF WAY
- — — — — EXISTING EASEMENT
- — — — — PROPOSED CENTERLINE PERPETUAL EASEMENT
- — — — — PROPOSED PERPETUAL EASEMENT
- - - - - PROPOSED TEMPORARY CONSTRUCTION EASEMENT



LOCATION MAP
 NOT TO SCALE



City Commission Meeting

8.11.

Meeting Date: 05/21/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE CONSTRUCTION EASEMENT FROM THE BETTY LOU MARTIN REVOCABLE TRUST OF NOBLE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R3, PARCEL NO. N-071, IN THE AMOUNT OF \$8,500.00, AND AUTHORIZE PAYMENT.

BACKGROUND:

The Kaw Lake Water Supply Program requires the City to obtain easements from property owners whose property the Kaw Lake raw water pipeline crosses. This particular parcel of land is identified within the Kaw Lake Program as Parcel No. N-071. It is owned by the Betty Lou Martin Revocable Trust, which has accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

A part of the Southwest Quarter (SW/4) of Section Twenty-two (22), Township Twenty-four (24) North, Range Two (2) West of the Indian Meridian, Noble County, State of Oklahoma, further described in the attachment, Exhibit "A".

The City of Enid’s offer of \$8,500.00 has been accepted by the Betty Lou Martin Revocable Trust.

RECOMMENDATION:

Accept Permanent and Temporary Waterline Construction Easements.

PRESENTER:

Murali Katta, P.E., Project Engineer

Fiscal Impact

Budgeted Y/N: Y
Amount: \$8,500.00
Funding Source:
44-445-9151

Attachments

N-071

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

UTILITY AND WATER LINE EASEMENT
Parcel # N-071 /0000-22-024-02W-3-001-00

KNOW ALL MEN BY THESE PRESENTS:

That, **Betty Lou Martin Revocable Living Trust**, Grantor,” in consideration of the sum of [Ten dollars and 00/100 (\$10.00)] and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, “Grantee,” for the use and benefit of the Grantee, a utility and water lines easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Noble County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

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

Grantor agrees not to build or construct any building or buildings or permanent structures upon the easement area. Provided, that Grantor shall fully enjoy said premises except as may be necessarily restricted to carry out the Grantee’s purpose as set out herein. There is further granted the right to remove any trees, shrubs, vegetation, and obstructions or parts of, which in the judgment of the Grantee may interfere with the construction, operation, maintenance repair or replacement of the applicable utilities including water lines and systems.

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

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 10th day of APRIL, 2019.

OWNER(S): The Betty Lou Martin Revocable Living Trust dated May 6th, 2009

Betty L. Martin
Signature

Betty L MARTIN
Printed Name

Signature

Printed Name

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF NOBLE)

Before me, the undersigned, a Notary Public, in and for said County and State on this 10th day of APRIL, 2019, personally appeared, Betty Lou Martin to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

(SEAL)



Steven C. Smith
Notary Public

My Commission Number: 13000514

My Commission Expires: 1/16/21

ACCEPTANCE BY THE CITY OF ENID

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

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

Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

TEMPORARY CONSTRUCTION EASEMENT

Parcel # N-071 /0000-22-024-02W-3-001-00

KNOW ALL MEN BY THESE PRESENTS:

That, Betty Lou Martin Revocable Living Trust, "Grantor," in consideration of the sum of Ten dollars and 00/100 (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a temporary easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Noble County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

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

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

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

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 10th day of APRIL, 2019.

OWNER(S): The Betty Lou Martin Revocable Living Trust dated May 6th, 2009

Betty L. Martin
Signature

Betty L MARTIN
Printed Name

Signature

Printed Name

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF NOBLE)

Before me, the undersigned, a Notary Public, in and for said County and State on this 10th day of APRIL, 2019, personally appeared Betty Jo Martin to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



Steven C. Smith
Notary Public

(SEAL)

My Commission Number: 13000514

My Commission Expires: 1/16/21

ACCEPTANCE BY THE CITY OF ENID

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

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

Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

EXHIBIT "A"

TRACT - N-071 PARCEL# 0000-22-024-02W-3-001-00

BETTY LOU MARTIN REVOCABLE LIVING TRUST

PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of the Southwest Quarter (SW1/4) of Section Twenty-two (22), Township Twenty-four (24) North, Range Two (2) West of the Indian Meridian, Noble County, State of Oklahoma, being more particularly described as follows:

Commencing at the Southwest corner of said Southwest Quarter (SW1/4); thence N 88°51'55" E along the South line of said Southwest Quarter (SW1/4) a distance of 1663.13 feet to the Centerline of a Fifty-foot Perpetual Easement being the **POINT OF BEGINNING** of said Centerline; thence N 01°08'05" W along said Centerline a distance of 79.47 feet; thence N 63°49'22" E along said Centerline a distance of 1086.99 feet to the East line of said Southwest Quarter (SW1/4) and the end of said Centerline, containing 58,323 square feet or 1.34 acres, more or less. The side lines of the easement shall be lengthened or shortened to terminate at the South and East lines of said Southwest Quarter (SW1/4).

The intent of this Easement is to be Fifty-foot in width with a portion of the Northern line being parallel and contiguous with the Southern line of an existing One hundred-foot Transmission Easement for Oklahoma Gas and Electric Company unrecorded.

Also:

A Variable-width Temporary Construction Easement containing 69,632 square feet, or 1.60 acres more or less being adjacent to, and South of the above described Perpetual Easement and as shown on Exhibit "B".

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

SURVEYOR'S CERTIFICATE

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

Witness my hand and seal this 31st day of December, 2018.



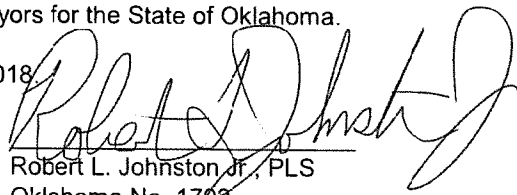

Robert L. Johnston Jr., PLS
Oklahoma No. 1792
Cert. of Auth. 4193
Exp. Date June 30, 2020

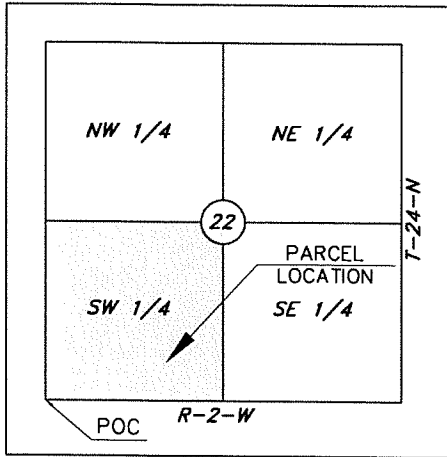
Exhibit "B"

TRACT N-071
 PARCEL# 0000-22-024-02W-3-001-00
 BETTY LOU MARTIN
 REVOCABLE LIVING TRUST
 BOOK 662 PAGE 496
 NOBLE COUNTY, OKLAHOMA

LEGAL DESCRIPTION
 See Exhibit "A"

POB - POINT OF BEGINNING
 POC - POINT OF COMMENCEMENT

THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENTS AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.



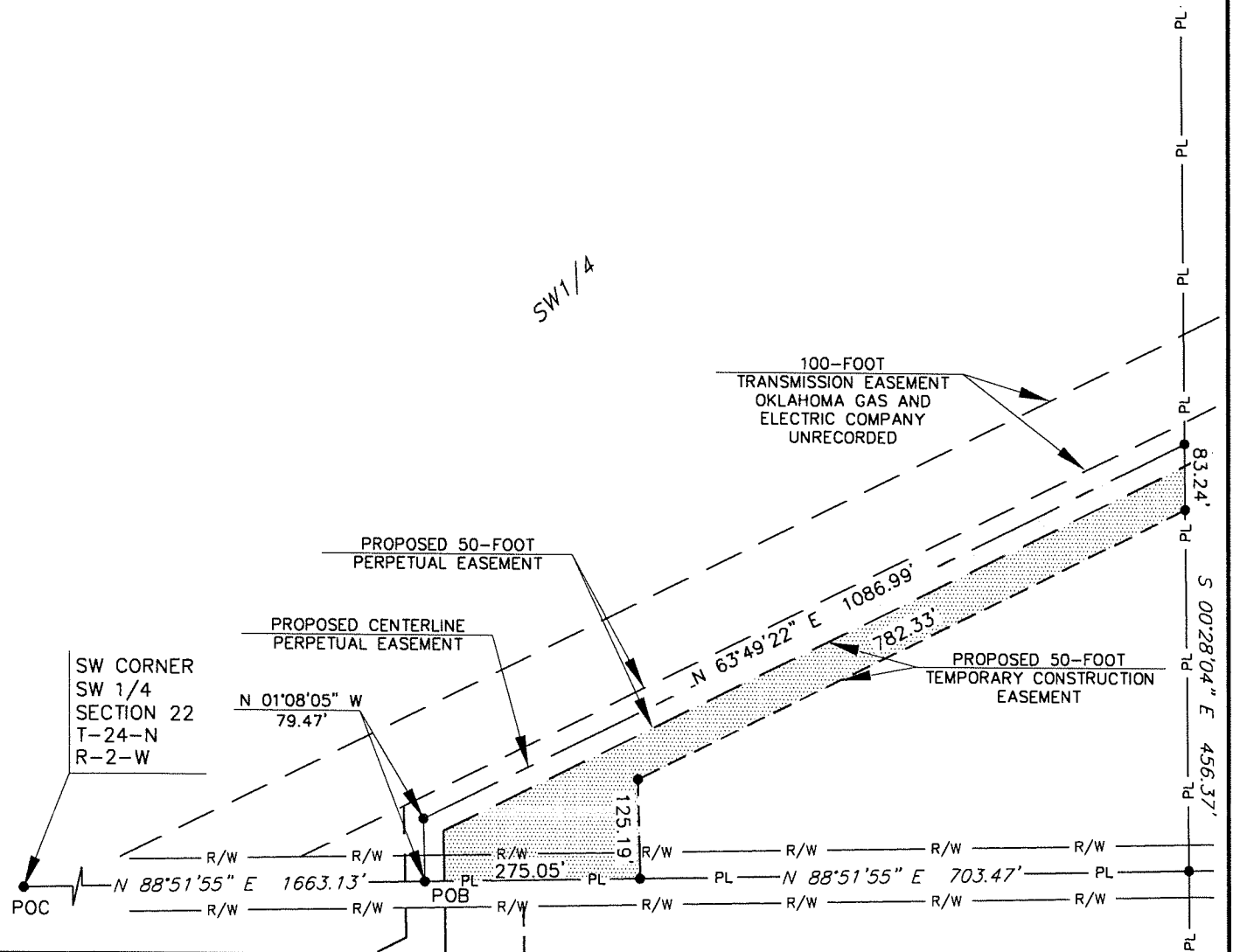
LOCATION MAP
 NOT TO SCALE

BEARINGS & DISTANCES
 GRID STATE PLANE
 OKLAHOMA NORTH

1" = 200'

Perpetual Easement 58,323 S.F. 1.34 Acres
 Temp Construction Easement 69,632 S.F. 1.60 Acres

- PL — PL — PROPERTY LINE
- R/W — R/W — EXISTING RIGHT OF WAY
- — — — — EXISTING EASEMENT
- — — — — PROPOSED CENTERLINE PERPETUAL EASEMENT
- — — — — PROPOSED PERPETUAL EASEMENT
- — — — — PROPOSED TEMPORARY CONSTRUCTION EASEMENT



City Commission Meeting

8.12.

Meeting Date: 05/21/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

APPROVE CHANGE ORDER NO. 2 WITH BEVERAGES CONSTRUCTION, LLC, CRESCENT, OKLAHOMA, FOR PROJECT NO. F-1803C, CHESTNUT WEST DETENTION CONSTRUCTION, PHASE 1, TO ADD 45 CALENDAR DAYS TO THE CONTRACT AND AUTHORIZE THE MAYOR TO EXECUTE ALL RELATED DOCUMENTS.

BACKGROUND:

On May 1, 2018, the City Commission awarded a contract to Beverages Construction, LLC of Crescent, OK, in the amount of \$499,777.50 with 100 calendar days. This project consists of the construction of a trickle channel, discharge structure, detention berm, and associated dirt work to establish this regional storm water detention facility. Change Order No. 1 added an additional \$403,000.00 with no additional calendar days, making the total contract value \$902,777.50.

Change Order No. 2 adds 45 calendar days to the original contract time, with no change in the contract amount, making the total contract time 145 calendar days. These additional days are associated with weather related delays that occurred as of December 31, 2018. The original completion date of this project was set to be April 15, 2019. With the additional calendar days added, the new completion date will be May 30, 2019.

RECOMMENDATION:

Approve Change Order No. 2 and authorize the Mayor to execute all related documents.

PRESENTER:

Murali Katta, P.E., Project Engineer

Attachments

CO#2

City of Enid Change Order

Project Title: Chestnut West Detention Construction Phase I
 Project Number: F-1803C
 Change Order No.: TWO (2)
 Contractor: BEVERAGES CONSTRUCTION LLC
 Date: 5/21/2019

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

Due to inclement weather, additional time is needed to complete the project.


No.	Quan.	Unit	Item	Unit Price	Total Price
DEDUCT					
Subtotal					\$ -
ADD					
Subtotal					
TOTAL					\$ -

Original Contract:	\$ 499,777.50
Revised Contract by any prior change orders:	\$ 902,777.50
Contract time:	100 Calendar Days
Previous Change Order:	
Change Order - add or (deduct)	45 Calendar Days
Revised Contract Time	145 Calendar Days



 City Engineer

Date: 5.10.19



 Contractor

By: Jamie Beverage

Date: 5-10-19

 Mayor
 Date: _____

City Commission Meeting

8.13.

Meeting Date: 05/21/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

AWARD A CONTRACT TO RICK LORENZ CONSTRUCTION, INC., ENID, OKLAHOMA, FOR PROJECT NO. R-1903C, ADM TRUCK LANE PROJECT, IN THE AMOUNT OF \$128,654.28.

BACKGROUND:

The work in this project involves the removal and installation of 530 linear feet of concrete pavement for the truck lane servicing the ADM location on North 4th Street.

One bid was received, from Rick Lorenz Construction, Inc., Enid, OK, in the amount of \$128,654.28.

Rick Lorenz Construction, Inc.	\$128,654.28
Engineer's Estimate	\$170,900.00

The bid was found to be in order.

RECOMMENDATION:

Award contract to Rick Lorenz Construction, Inc. in the amount of \$128,654.28.

PRESENTER:

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

Fiscal Impact

Budgeted Y/N: Y

Amount: \$128,654.28.00

Funding Source:

Street Improvement Fund - Reconstruction & Overlays

Attachments

Canvass of Bids

FROM: Erin Cvetnic
DATE: May 7, 2019

PAGE 1 OF 1

CANVASS OF BIDS
for
ADM Truck Lane
Project Number R-1903C

<u>FIRM NAME AND ADDRESS</u>	<u>PRODUCT/SERVICE BID</u>	<u>PRICE</u>
Rick Lorenz Construction, Inc. 4502 N. 4th Street Enid, OK 73701	Base Bid	\$ 128,654.28

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 Rick Lorenz Construction, Inc. in the amount of \$128,654.28.

City Commission Meeting

8.14.

Meeting Date: 05/21/2019

Submitted By: Alissa Lack, City Clerk

SUBJECT:

CONSIDER APPROVAL OF RESOLUTION TO EXECUTE AN AGREEMENT ESTABLISHING MEMBERSHIP WITH THE OKLAHOMA MUNICIPAL ASSURANCE GROUP (OMAG).

BACKGROUND:

The Oklahoma Municipal Assurance Group (OMAG) was created as an interlocal cooperation agency in 1977 to provide a means for cities and towns to jointly address insurance needs. It was designed to allow its members to govern OMAG by electing a Board of Trustees to set rates and premiums, to hire a Chief Executive Officer, and provide policies and procedures to administer the mission of the group.

The City of Enid currently participates in OMAG insurance plans, but is not a member of OMAG. It is recommended that the City of Enid become a member of OMAG to allow Enid the opportunity to nominate a City representative to serve on the OMAG board and to vote on the election of board members, which would increase our influence on developing insurance for communities of our size.

RECOMMENDATION:

Approve membership resolution for OMAG.

PRESENTER:

Jerald Gilbert, City Manager

Attachments

Resolution

**RESOLUTION TO EXECUTE THE
AGREEMENT ESTABLISHING
THE OKLAHOMA MUNICIPAL ASSURANCE GROUP**

WHEREAS, the Interlocal Cooperation Act of the Oklahoma Statutes enables municipal governments to cooperate with each other to make the most efficient use of their powers and resources on a basis of mutual advantage;

WHEREAS, the City of Enid desires to secure protection, benefits and indemnification relating to insurance or self-insurance for general and automobile liability, workers' compensation, municipal property and contents, and other insurance coverage for itself and its employees; and

WHEREAS, the City of Enid finds that the best and most efficient way of securing this protection is by cooperating with other municipalities; and

WHEREAS, the *Agreement Establishing the Oklahoma Municipal Assurance Group* provides a basis for securing this protection for member municipalities;

NOW THEREFORE BE IT RESOLVED by the governing body of the City of Enid to join with other municipalities in the Oklahoma Municipal Assurance Group; and

BE IT FURTHER RESOLVED THAT, the City of Enid hereby agrees to become a party to the *Agreement Establishing the Oklahoma Municipal Assurance Group*, for the purposes and in consideration of the mutual covenants contained therein by adoption and execution of this resolution.

Adopted by the governing body of the City of Enid, Oklahoma this 21st day of May, 2019.

Mayor

ATTEST:

Clerk

City Commission Meeting

8.15.

Meeting Date: 05/21/2019

Submitted By: Korina Crawford, Executive Assistant

SUBJECT:

APPROVE THE EXECUTION OF THE FOURTH AMENDMENT TO THE MANAGEMENT AGREEMENT BETWEEN THE CITY OF ENID AND GLOBAL SPECTRUM, LLC.

BACKGROUND:

This amendment would provide that Global Spectrum would contribute fifty thousand dollars (\$50,000) toward needed capital improvements at the Stride Bank Center. It also provides that the contribution would be subject to a five-year amortization at the rate of 1/60 a month. So if the City were to terminate the Agreement with Global Spectrum within the next five years, the City would be required to reimburse Global Spectrum for the portion of their investment that had not been forgiven. The amendment provides that Global Spectrum will make the investment by June 30, 2019.

RECOMMENDATION:

Approve the execution of the Fourth Amendment.

PRESENTER:

Carol Lahman, City Attorney.

Attachments

Fourth Amendment

FOURTH AMENDMENT TO MANAGEMENT AGREEMENT

This Fourth Amendment to the Management Agreement (this “Fourth Amendment”) is entered into on the ____day of May, 2019 (“Amendment Effective Date”) between the City of Enid, Oklahoma (“City”) and Global Spectrum, L.P., a Delaware limited partnership doing business as Spectra Venue Management (“Manager”).

WHEREAS, the City and Manager are parties to a Management Agreement dated August 1, 2009 (“Original Agreement”), which was subsequently amended by a First Amendment to the Management Agreement dated October 19, 2010 (“First Amendment”), pursuant to which the Manager was engaged to manage and operate the Cherokee Strip Conference Center (which Conference Center is no longer operational) and to provide certain services with respect to the Enid Convention and Visitors Bureau (“CVB Services”); and which was subsequently amended by a Second Amendment dated July 17, 2012 (“Second Amendment”) which added to Manager’s management duties Convention Hall and Central National Bank Center (now known as Stride Bank Center); and which was subsequently amended by a Third Amendment (“Third Amendment”), which added to Manager’s duties the provision of certain services at the snack bar at Meadowlake Golf Course (the Original Agreement, as amended by such First Amendment, Second Amendment and Third Amendment, is referred to herein as the “Agreement”);

WHEREAS, pursuant to a Resolution dated August 21, 2018, the City resolved to exercise its right to extend the Term of the Agreement through June 30, 2024, and provided notice to Manager of such extension, thus extending the expiration date of the Term to June 30, 2024.

WHEREAS, Manager now desires to contribute fifty thousand dollars (\$50,000) to be used for capital improvements at Stride Bank Center, subject to the terms and conditions herein.

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

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

2. The parties hereby acknowledge and agree that the Term of the Agreement shall expire on June 30, 2024.

3. No later than June 30, 2019, Manager shall contribute fifty thousand dollars (\$50,000) toward mutually agreed improvements or equipment designed to increase Revenue generated at the Stride Bank Center (the “Contribution”). The Contribution shall be amortized on a straight line basis over a five (5) year period (at the rate of 1/60 per month), commencing on July 1, 2019. Upon any early termination of this Agreement (for any reason whatsoever, including without limitation if due to a breach, default or bankruptcy event by or affecting Manager), the City shall immediately pay to Manager the unamortized amount of the

Contribution as of the date of such early termination. Such payment shall be unconditional and without setoff or counterclaim.

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

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

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

Date: _____

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

Mayor

(SEAL)

ATTEST:

City Clerk

**GLOBAL SPECTRUM, L.P.,
A Delaware Limited Partnership
d/b/a Spectra Venue Management**

Signature

Printed Name

Title

Meeting Date: 05/21/2019

Submitted By: Cary Huffhines, 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 within 60 days 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, Anchored Capital 3 investments, LLC will purchase the City owned property in the District no later than June 25, 2019.

RECOMMENDATION:

Approve and authorize the Mayor to execute agreement.

PRESENTER:

Carol Lahman, City Attorney.

Attachments

Redlined
Agreement

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~~¹³, 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~~^{ten} (10) 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 June 25**, 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. ~~Additionally, the Seller shall bear all expenses associated with relocating or removing a water line of approximately two hundred sixty feet (260') in length running to a hydrant serving the retail property to the east of the Property.~~

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. With respect to a water line serving the retail property to the east of the Property, the Seller will run a temporary line at Seller's expense to allow demolition of houses and, when Buyer installs the new line as required by clause 3 of this section 6.2.2 the Seller will, at Seller's expense, tap such line and feed a permanent line to the retail meter and fire hydrant. 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 reimbursement 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 Buyer, 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 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 13, 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 ten (10) 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 June 25, 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. With respect to a water line serving the retail property to the east of the Property, the Seller will run a temporary line at Seller's expense to allow demolition of houses and, when Buyer installs the new line as required by clause 3 of this section 6.2.2 the Seller will, at Seller's expense, tap such line and feed a permanent line to the retail meter and fire hydrant. 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 reimbursement 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 Buyer, 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.]

City Commission Meeting

8.17.

Meeting Date: 05/21/2019

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$3,386,373.90

Attachments

Claimslist

JP Morgan

PURCHASE ORDER CLAIMS LIST

5/21/2019

FUND 10 DEPT 000 - N.A.

01-02082	AT&T MOBILITY	PO0155430	MONTHLY SERVICE 5/19	\$5,047.15
01-03030	OKLAHOMA UNIFORM BUILDING CODE	PO0155419	OUBCC FEES 4/19	\$948.00
01-03661	RK BLACK, INC.	PO0155408	MONTHLY SERVICE 4/19	\$402.37
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0155411	MONTHLY SERVICE 4/19	\$202.90
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0155444	MONTHLY SERVICE 1/19	\$137.16
01-04687	EARNHEART OIL, INC.	PO0155467	DIESEL/ST	\$16,172.05
01-05637	WESTERN MARKETING, INC	PO0155344	OIL/ST	\$917.41
01-08123	HOLDINGS FOOD STORE, INC.	PO0155466	UNLEADED/ST	\$16,154.98
01-13089	MERRIFIELD OFFICE SUPPLY	PO0155418	WRITING PADS/PAPER ROLLS/ST	\$18.35
01-15125	OK GAS & ELECTRIC	PO0155331	MONTHLY SERVICE 4/19	\$92,849.17
01-15125	OK GAS & ELECTRIC	PO0155439	MONTHLY SERVICE 4/19	\$829.16
01-15125	OK GAS & ELECTRIC	PO0155464	MONTHLY SERVICE 4/19	\$4,305.19
01-16010	PIONEER TELEPHONE CO., INC.	PO0155409	MONTHLY SERVICE 5/19	\$219.36
01-19047	AT & T	PO0155463	MONTHLY SERVICE 4/19	\$1,930.76
01-67400	WESTEL	PO0155488	MONTHLY SERVICE 4/19	\$21.92
N.A. TOTAL				\$140,155.93

FUND 10 DEPT 100 - ADM. SERVICES

01-01195	NORTHWEST TROPHY & AWARDS, LLC	PO0155372	GAVEL PLAQUE	\$78.00
01-01783	JP MORGAN CHASE	PO0155577	CHASE PAYMENT	\$389.95
01-03053	NORTHWEST SHREDDERS, LLC	PO0155491	SECURITY CONSOLE 5/19	\$20.00
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0155465	JANITORIAL SERVICE 4/19	\$2,046.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155424	MOW/CLEAN/#1 WOODLANDS	\$65.00
01-05936	ETCHINGS BY DESIGN LLC	PO0155389	KEY ENGRAVING	\$10.00
ADM. SERVICES TOTAL				\$2,608.95

FUND 10 DEPT 110 - HUMAN RESOURCES

01-01783	JP MORGAN CHASE	PO0155577	CHASE PAYMENT	\$3,753.74
01-02196	VALIR OUTPATIENT CLINICS (HR)	PO0155528	PHYSICALS (10)	\$1,575.00
01-05134	ENID NEWS & EAGLE	PO0155558	CLASS RECRUITMENT	\$302.00
01-06069	ICMA	PO0155526	ANNUAL MEMBERSHIP DUES	\$200.00
01-16004	PDQ PRINTING	PO0155560	CONTACT INFO CARDS (100)	\$95.00
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0155545	DRUG SCREENS (5)	\$310.00
HUMAN RESOURCES TOTAL				\$6,235.74

FUND 10 DEPT 120 - LEGAL SVCS.

01-01232	HERRING RUSSELL	PO0155492	WC/MEDICAL	\$362.90
01-01255	INDEPENDENT MEDICAL EXAMS	PO0155490	WC/MEDICAL	\$45.00
01-01783	JP MORGAN CHASE	PO0155577	CHASE PAYMENT	\$33.97
01-02899	UNITED SAFETY & CLAIMS, INC.	PO0155422	POSTAGE	\$11.00
01-02899	UNITED SAFETY & CLAIMS, INC.	PO0155538	DATA REPORT WRITING FEE	\$1,450.00
01-03053	NORTHWEST SHREDDERS, LLC	PO0155491	SECURITY CONSOLE 5/19	\$40.00
01-03838	JDi DATA, CORPORATION	PO0149816	CLOUD HOSTING SERVICE 5/19	\$600.00
01-04618	ARENS, EDWARD C/O HALLEY, TALBOT &	PO0155486	WC/MEDICAL	\$41.24
01-05117	CENTRALINK LLC	PO0155484	WC/MEDICAL	\$80.00
01-05551	BLANCHARD LAW FIRM, P.C.	PO0155494	WC/ATTORNEY FEES	\$1,580.70
01-05551	BLANCHARD LAW FIRM, P.C.	PO0155540	WC/ATTORNEY FEES	\$1,321.71
01-13089	MERRIFIELD OFFICE SUPPLY	PO0155418	LEGAL PADS	\$55.47
01-33380	OPFER, DAVID	PO0155325	WC/MEDICAL	\$317.36
01-33380	OPFER, DAVID	PO0155421	WC/MEDICAL	\$317.36
LEGAL SVCS. TOTAL				\$6,256.71

FUND 10 DEPT 140 - SAFETY

01-01783	JP MORGAN CHASE	PO0155577	CHASE PAYMENT	\$45.27
01-04865	ENTERO SERVICES, LLC	PO0155391	DRUG SCREENS (2)	\$90.00
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0155347	HEP B VACCINE	\$50.00
SAFETY TOTAL				\$185.27

FUND 10 DEPT 150 - PR/ETN/MARKETING

01-01163	ADVANCED WATER SOLUTIONS	PO0155425	WATER COOLER RENTAL 5/19	\$9.50
01-01586	DISH NETWORK	PO0155450	MONTHLY SERVICE 5/19	\$29.78
01-01783	JP MORGAN CHASE	PO0155577	CHASE PAYMENT	\$119.38
01-02421	SUDDENLINK	PO0155453	MONTHLY SERVICE 5/19	\$366.37
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0155465	JANITORIAL SERVICE 4/19	\$70.00
01-04643	GURU NEW MEDIA	PO0155455	WEBSITE HOSTING/MAINTENANCE 6/19-11/19	\$204.00
01-67860	KIWANIS TRUST FUND, INC	PO0155346	1ST QTR DUES/MEALS/D SILAS	\$80.00
PR/ETN/MARKETING TOTAL				\$879.03

FUND 10 DEPT 200 - GENERAL GOVERNMENT

01-01783	JP MORGAN CHASE	PO0155577	CHASE PAYMENT	\$380.09
01-02656	ROGGOW CONSULTING	PO0149578	CONSULTING SERVICE 5/19	\$4,000.00
01-05780	ARTFORM	PO0151961	LAZY CIRCLES IN THE SKY	\$14,549.40
01-06045	STRIDE BANK CENTER	PO0155505	CATERING/COUNCIL RECEPTION	\$679.29
01-06045	STRIDE BANK CENTER	PO0155508	CATERING/STATE OF THE CITY	\$670.58
01-13089	MERRIFIELD OFFICE SUPPLY	PO0155394	CERTIFICATE HOLDERS (6)	\$13.96
01-16004	PDQ PRINTING	PO0155400	BUSINESS CARDS (3)	\$135.00
01-39700	GARFIELD CO. LEGAL NEWS	PO0155362	PUBLICATIONS	\$787.80
01-39700	GARFIELD CO. LEGAL NEWS	PO0155499	PUBLICATIONS	\$1,420.50
01-39700	GARFIELD CO. LEGAL NEWS	PO0155507	PUBLICATIONS	\$157.95
GENERAL GOVERNMENT TOTAL				\$22,794.57

FUND 10 DEPT 210 - ACCOUNTING

01-01163	ADVANCED WATER SOLUTIONS	PO0155412	WATER COOLER RENTAL 5/19	\$37.85
01-03053	NORTHWEST SHREDDERS, LLC	PO0155491	SECURITY CONSOLE 5/19	\$20.00
01-13089	MERRIFIELD OFFICE SUPPLY	PO0155418	PENS (12)	\$16.16
01-16004	PDQ PRINTING	PO0155574	REQUISITIONS (3000)	\$460.00
ACCOUNTING TOTAL				\$534.01

FUND 10 DEPT 220 - RECORDS & RECEIPTS

01-01472	STAPLES ADVANTAGE	PO0155431	THERMAL PAPER ROLLS (10)	\$106.99
01-01783	JP MORGAN CHASE	PO0155577	CHASE PAYMENT	\$82.73
01-03053	NORTHWEST SHREDDERS, LLC	PO0155491	SECURITY CONSOLE 5/19	\$40.00
01-15007	OK MUNICIPAL LEAGUE, INC.	PO0155335	ANNUAL MC&T MEMBER DUES/TRAINING/A LACK	\$65.00
RECORDS & RECEIPTS TOTAL				\$294.72

FUND 10 DEPT 250 - INFORMATION TECHNOLOGY

01-01783	JP MORGAN CHASE	PO0155577	CHASE PAYMENT	\$1,059.38
INFORMATION TECHNOLOGY TOTAL				\$1,059.38

FUND 10 DEPT 300 - COMMUNITY DEVELOPMENT

01-16004	PDQ PRINTING	PO0155378	BUSINESS CARDS/C BAUER	\$45.00
01-01783	JP MORGAN CHASE	PO0155577	(CREDIT) SIGN FRAMES RETURN (2)	(\$126.00)
COMMUNITY DEVELOPMENT TOTAL				-\$81.00

FUND 10 DEPT 350 - CODE ENFORCEMENT

01-01783	JP MORGAN CHASE	PO0155577	CHASE PAYMENT	\$1,436.64
01-02639	RON'S MOWING SERVICE	PO0155381	MOW/1402 E ELM	\$60.00
01-02639	RON'S MOWING SERVICE	PO0155381	MOW/1821 E ASH	\$60.00
01-02639	RON'S MOWING SERVICE	PO0155381	BOARDING/SECURING/1902 E OAK	\$395.00
01-02639	RON'S MOWING SERVICE	PO0155447	MOW/520 S MADISON	\$60.00
01-02639	RON'S MOWING SERVICE	PO0155447	MOW/1913 W MAPLE	\$60.00

01-03053	NORTHWEST SHREDDERS, LLC	PO0155491	SECURITY CONSOLE 5/19	\$20.00
01-04732	DEAL LAWN CARE	PO0155445	MOW/1920 W PINE	\$60.00
01-04732	DEAL LAWN CARE	PO0155445	MOW/614 N 8TH	\$60.00
01-04732	DEAL LAWN CARE	PO0155445	MOW/523 E INDIANA	\$60.00
01-04732	DEAL LAWN CARE	PO0155445	MOW/2427 N MONROE	\$60.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155345	MOW/618 N MALONE	\$55.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155345	MOW/1202 N 6TH	\$55.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155345	MOW/567 N 9TH	\$200.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155446	MOW/520 E STATE	\$55.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155446	MOW/2719 E MAPLE	\$55.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155446	MOW/2414 N JEFFERSON	\$55.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155446	MOW/1702 N WASHINGTON	\$55.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155446	MOW/1559 N QUINCY	\$55.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155446	MOW/1332 E PARK	\$55.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155446	MOW/569 N MALONE	\$55.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155446	MOW/1309 S 3RD	\$75.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155446	MOW/1306 S 4TH	\$225.00
01-08022	HUGHES LUMBER CO., LLC	PO0155406	STAKES	\$30.38
01-16145	PETTY CASH	PO0155579	REIMB/FILING FEES	\$141.00
01-16145	PETTY CASH	PO0155579	REIMB/FILING FEES	\$100.00
01-16145	PETTY CASH	PO0155581	REIMB/TOLLS/CODE TRAINING/C SMITH	\$7.50
01-67860	KIWANIS TRUST FUND, INC	PO0155346	1ST QTR DUES/MEALS/V BURCHARDT	\$85.00
CODE ENFORCEMENT TOTAL				\$3,690.52

FUND 10 DEPT 400 - ENGINEERING

01-01163	ADVANCED WATER SOLUTIONS	PO0155425	WATER COOLER RENTAL 5/19	\$51.15
01-01783	JP MORGAN CHASE	PO0155577	CHASE PAYMENT	\$300.99
01-02648	EAGLE POINT SOFTWARE CORP.	PO0155189	CIVIL INFRASTRUCTURE SUBSCRIPTION	\$7,125.00
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0155411	MONTHLY SERVICE 4/19	\$19.28
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0155444	MONTHLY SERVICE 1/19	\$3.28
01-16145	PETTY CASH	PO0155583	REIMB/TRAVEL/JOINT CODES CONF/D DORRELL	\$143.22
01-16145	PETTY CASH	PO0155583	REIMB/TRAVEL/OML OMUP CONF/C GDANSKI	\$113.68
ENGINEERING TOTAL				\$7,756.60

FUND 10 DEPT 700 - PUBLIC WORKS MGMT

01-01783	JP MORGAN CHASE	PO0155577	CHASE PAYMENT	\$796.22
01-03022	CULLIGAN OF ENID	PO0155470	WATER COOLER RENTAL 5/19	\$20.00
01-04129	OK DEPT. OF CORRECTIONS	PO0155478	INMATE MEALS (12)	\$810.00
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0155465	JANITORIAL SERVICE 4/19	\$1,705.00
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0155444	MONTHLY SERVICE 1/19	\$0.99
PUBLIC WORKS MGMT TOTAL				\$3,332.21

FUND 10 DEPT 710 - FLEET MAINTENANCE

01-00878	BROWN'S SHOE FIT COMPANY	PO0155334	BOOTS/H STEVISON	\$144.00
01-01783	JP MORGAN CHASE	PO0155577	CHASE PAYMENT	\$461.57
01-02021	B'S QUALITY DOOR, INC.	PO0155524	GARAGE DOOR	\$2,260.00
01-02243	BB MACHINE & SUPPLY, INC.	PO0155537	HOSE	\$159.48
01-05637	WESTERN MARKETING, INC	PO0155565	GREASE	\$257.73
01-15132	O'REILLY AUTO PARTS, INC.	PO0155561	OIL	\$69.99
01-16145	PETTY CASH	PO0155581	REIMB/VEHICLE TAGS (3)	\$132.00
01-35300	UNIFIRST, INC.	PO0155506	SHOP TOWEL SERVICE	\$171.56
01-50210	LOWE'S HOME CENTERS, INC.	PO0155497	RIDING MOWER	\$2,066.25
01-59360	FASTENAL COMPANY	PO0155510	SCREWS	\$5.49
FLEET MAINTENANCE TOTAL				\$5,728.07

FUND 10 DEPT 730 - PARKS & RECREATION

01-00146	CINTAS CORPORATION LOC. 624	PO0155356	UNIFORM RENTALS (30)	\$245.92
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0155364	SEALS (6)/ANGLE IRON/SEALANT	\$190.59
01-01338	J & P SUPPLY, INC.	PO0155426	CLEANER	\$271.20
01-01783	JP MORGAN CHASE	PO0155577	CHASE PAYMENT	\$6,044.52

01-02382	WINFIELD SOLUTIONS, LLC	PO0155477	FERTILIZER	\$1,536.22
01-02539	BWI COMPANIES, INC.	PO0155449	BALLFIELD QUICK DRY	\$990.60
01-03006	A1 SECURITY CAMERAS	PO0153671	SECURITY SYSTEM/DON HASKINS PARK	\$1,356.73
01-04562	ELI BRIDGE COMPANY	PO0154787	FERRIS WHEEL INSPECTION	\$3,858.90
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0155411	MONTHLY SERVICE 4/19	\$42.80
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0155444	MONTHLY SERVICE 1/19	\$37.21
01-05352	PADDOCK ENTERPRISES, INC.	PO0155417	POOL FILTER JACKS (4)	\$868.00
01-05352	PADDOCK ENTERPRISES, INC.	PO0154496	POOL FILTER JACKS (12)/LABOR	\$6,104.00
01-30830	LOCKE SUPPLY, INC.	PO0155429	FITTINGS	\$4.21
01-35300	UNIFIRST, INC.	PO0155506	SHOP TOWEL SERVICE	\$52.00
01-50210	LOWE'S HOME CENTERS, INC.	PO0155339	MORTAR	\$59.30
01-59360	FASTENAL COMPANY	PO0155427	FITTINGS	\$19.47
01-80246	ATWOODS	PO0155338	TRASH BAGS/ANTI-FREEZE	\$302.72
01-80312	DAN CORNFORTH LOCK & SAFE	PO0155374	KEYS (32)	\$48.00
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0155363	PICKUP TOOL/BATTERIES (4)/PAINT	\$123.66
PARKS & RECREATION TOTAL				\$22,156.05

FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT.

01-00146	CINTAS CORPORATION LOC. 624	PO0155509	UNIFORM RENTALS (31)	\$303.53
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0155364	HANDRAIL TUBING	\$48.10
01-01783	JP MORGAN CHASE	PO0155577	CHASE PAYMENT	\$1,443.77
01-02243	BB MACHINE & SUPPLY, INC.	PO0155537	V574 HOSE STEM	\$15.86
01-02243	BB MACHINE & SUPPLY, INC.	PO0155569	V240 HOSE	\$54.53
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0155498	V161 SHIMS (2)/FITTINGS	\$513.58
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0155498	V162 BLADE SLIDES (2)	\$452.02
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0155498	V584 FITTINGS	\$9.17
01-05066	BRUCKNER TRUCK SALES, INC.	PO0155371	V135 TURN BUCKLES (2)	\$261.43
01-05270	ZALOUEDEK, FW & SONS	PO0155451	V544 BELT	\$88.47
01-05270	ZALOUEDEK, FW & SONS	PO0155555	V190 SENSOR PRESSURE/SWITCH	\$116.90
01-05831	FEW, RONNIE J	PO0155375	TREE TRIM/MONROE PARK	\$375.00
01-05913	CRAFCO, INC.	PO0155495	CRACK SEAL MACHINE RENTAL	\$800.00
01-05913	CRAFCO, INC.	PO0155495	TAC OIL	\$350.00
01-19001	STANLEY'S WRECKER SERVICE	PO0155542	V935 TOW	\$225.00
01-19165	STEVENS FORD, INC.	PO0155541	V655 MASTER CYLINDER/BRAKES	\$580.30
01-19235	SOUTHWEST TRUCK PARTS, INC.	PO0155567	V584 AIR SPRING	\$497.31
01-33210	P & K EQUIPMENT, INC.	PO0155496	V569 HOSES (3)/BELT	\$179.58
01-33210	P & K EQUIPMENT, INC.	PO0155496	V572 DOOR HINGE	\$49.10
01-33210	P & K EQUIPMENT, INC.	PO0155496	V573 SEAT MECHANISM/BREAKAWAY	\$893.63
01-33210	P & K EQUIPMENT, INC.	PO0155496	V574 TOGGLE	\$54.91
01-33210	P & K EQUIPMENT, INC.	PO0155496	V582 SKID REPLACEMENT	\$70.73
01-33210	P & K EQUIPMENT, INC.	PO0155496	V583 HUB/SPINDLE/SEAL KIT	\$715.28
01-33210	P & K EQUIPMENT, INC.	PO0155496	V584 HITCH/SHOE/SEALS (3)/PLATE	\$962.04
01-33210	P & K EQUIPMENT, INC.	PO0155496	V585 SEALS (4)	\$107.73
01-33210	P & K EQUIPMENT, INC.	PO0155523	V569 RADIATOR	\$1,174.74
01-56300	TRUCK PRO, INC.	PO0155539	V135 SOCKET	\$46.84
01-56300	TRUCK PRO, INC.	PO0155539	V942 SWITCH	\$60.49
01-76250	LOGAN COUNTY ASPHALT COMPANY	PO0155530	PROLINE PATCH	\$1,497.78
01-76250	LOGAN COUNTY ASPHALT COMPANY	PO0155552	PROLINE PATCH	\$866.82
01-80246	ATWOODS	PO0155333	BOOTS/D DENNIS	\$129.99
STRMWTR & ROADWAY MAINT. TOTAL				\$12,944.63

FUND 10 DEPT 750 - TECHNICAL SERVICES

01-00146	CINTAS CORPORATION LOC. 624	PO0155356	UNIFORM RENTALS (26)	\$194.92
01-01783	JP MORGAN CHASE	PO0155577	CHASE PAYMENT	\$3,729.85
01-02799	CRESCENT STORAGE CENTERS	PO0155474	ANNUAL STORAGE RENTAL #407	\$1,516.00
01-03225	WILCOX SALES	PO0155535	CROSSWALK SPEAKERS (10)	\$2,490.00
01-04553	CIMARRON IRON & STEEL	PO0155504	PIPE	\$6.40
01-19001	STANLEY'S WRECKER SERVICE	PO0155542	V939 TOW	\$650.00
01-19165	STEVENS FORD, INC.	PO0155527	V130 A/C REPAIR	\$1,435.16
01-50210	LOWE'S HOME CENTERS, INC.	PO0155557	CONCRETE	\$17.63
01-50210	LOWE'S HOME CENTERS, INC.	PO0155557	LED LIGHTS	\$85.49
01-59360	FASTENAL COMPANY	PO0155510	SHEAR KIT/NUTS/BOLTS	\$790.78
01-59360	FASTENAL COMPANY	PO0155536	CONCRETE SAW BLADES (10)	\$1,399.90
TECHNICAL SERVICES TOTAL				\$12,316.13

FUND 10 DEPT 900 - LIBRARY

01-00085	PITNEY BOWES	PO0155481	INK CARTRIDGES (2)	\$161.48
01-00257	ONE NET	PO0155393	ROUTER SERVICE FEE 4/19	\$80.10
01-01163	ADVANCED WATER SOLUTIONS	PO0155395	BOTTLED WATER	\$39.90
01-01338	J & P SUPPLY, INC.	PO0155420	SOAP	\$185.64
01-01338	J & P SUPPLY, INC.	PO0155426	CLEANER/BATTERIES (12)	\$42.85
01-01472	STAPLES ADVANTAGE	PO0153968	LIBY19-1 CHARGING LOCKER	\$6,105.07
01-01783	JP MORGAN CHASE	PO0155577	CHASE PAYMENT	\$10,704.94
01-03053	NORTHWEST SHREDDERS, LLC	PO0155491	SECURITY CONSOLE 5/19	\$40.00
01-03356	OVERDRIVE, INC.	PO0153763	ANNUAL SUBSCRIPTION RENEW	\$6,000.00
01-03454	OCLC ONLINE COMPUTER LIBRARY CENTE	PO0155472	ONLINE CATALOG SUBSCRIPTION 5/19	\$1,303.60
01-05591	RESENDIZ, PABLO	PO0155373	LAWN SERVICE 4/19	\$260.00
01-06031	XEROX BUSINESS SOLUTIONS SOUTHWEST	PO0155377	COPIER USAGE/LEASE 5/19	\$533.48
01-45450	GARFIELD FURNITURE	PO0155033	LIBY19-1 CHAIRS (4)	\$1,540.00
01-55120	QUILL CORPORATION, INC.	PO0155480	SPOONS/FORKS	\$138.67
01-55120	QUILL CORPORATION, INC.	PO0155480	MAILERS/PAPER/PENS/POST-ITS	\$216.92
01-75380	BOOKPAGE	PO0155452	ANNUAL SUBSCRIPTION RENEW	\$348.00
LIBRARY TOTAL				\$27,700.65

FUND 10 DEPT 950 - SALES TAX TRANS.

01-03060	CENTRAL NATIONAL BANK	PO0155433	EMA SALES TAX TRANSFER 4/19	\$787,292.97
01-19099	SECURITY NATIONAL BANK	PO0155435	EMA KAW SALES TAX TRANSFER 4/19	\$787,292.97
SALES TAX TRANS. TOTAL				\$1,574,585.94

FUND 10 DEPT 955 - CAPITAL ASSETS & PROJECTS

01-05589	HOUSTON FREIGHTLINER, INC.	PO0149299	2019 POTHOLE PATCHER	\$187,670.00
01-16008	PINKLEY SALES CO.	PO0154061	BATTERY BACKUP UNITS (4)	\$19,576.00
CAPITAL ASSETS & PROJECTS TOTAL				\$207,246.00

FUND 14 DEPT 145 - HEALTH FUND

01-25008	YMCA	PO0155559	WELLNESS DOLLARS	\$100.00
01-78180	BLUE CROSS BLUE SHIELD OK	PO0155469	DENTAL FEES 4/19	\$1,726.15
01-78180	BLUE CROSS BLUE SHIELD OK	PO0155469	DENTAL CLAIMS 4/19	\$17,409.11
01-78180	BLUE CROSS BLUE SHIELD OK	PO0155469	HEALTH ADMIN FEES 4/19	\$120,748.89
01-78180	BLUE CROSS BLUE SHIELD OK	PO0155469	HEALTH CLAIMS 4/19	\$311,818.37
HEALTH FUND TOTAL				\$451,802.52

FUND 20 DEPT 205 - AIRPORT

01-01783	JP MORGAN CHASE	PO0155577	CHASE PAYMENT	\$732.00
01-02269	CEC CORPORATION	PO0144545	A-1701A TERMINAL BUILDING	\$2,720.00
01-02712	FARMER BROS. CO.	PO0155380	COFFEE	\$121.66
01-03022	CULLIGAN OF ENID	PO0155414	RO/WATER SOFTENER RENTAL 5/19	\$60.00
01-05611	RSM DEVELOPMENT, INC.	PO0150088	A-1701B TERMINAL CONSTRUCTION	\$44,399.00
01-05637	WESTERN MARKETING, INC	PO0155330	OIL/ST	\$515.12
01-06070	OVERHEAD DOOR COMPANY OF STILLWATE	PO0155575	HANGER DOOR REPAIR	\$448.90
01-23076	WING AERO PRODUCTS, INC.	PO0155379	CHARTS/SECTIONALS	\$181.62
01-31330	ABSOLUTE PEST CONTROL	PO0155454	PEST CONTROL 4/19	\$150.00
01-35300	UNIFIRST, INC.	PO0155413	MATS/MOPS/WIPES	\$139.56
AIRPORT TOTAL				\$49,467.86

FUND 22 DEPT 000 - GOLF STOCK

01-05240	ACUSHNET COMPANY	PO0155366	PRO SHOP/ST	\$481.36
01-05241	CALLAWAY GOLF SALES CO	PO0155365	PRO SHOP/ST	\$626.22
01-05439	TEXOMA GOLF, LLC	PO0155367	PRO SHOP/ST	\$166.14
GOLF STOCK TOTAL				\$1,273.72

FUND 22 DEPT 225 - GOLF

01-01338	J & P SUPPLY, INC.	PO0155426	CLEANER	\$12.77
01-01783	JP MORGAN CHASE	PO0155577	CHASE PAYMENT	\$292.60
01-03399	INNOVATIVE TURF SUPPLY	PO0155476	FERTILIZER	\$2,086.45
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0155465	JANITORIAL SERVICE 4/19	\$279.00
01-05134	ENID NEWS & EAGLE	PO0155369	ADVERTISING	\$200.00
01-05793	NORTHSTAR TECHNOLOGIES, INC.	PO0155576	POS/WEB SERVICE 2/19	\$395.00
01-05925	KANSAS GOLF AND TURF, INC.	PO0155368	GROOMER REBUILD KIT	\$466.48
01-40180	WAY OUT WEST	PO0155485	BOOTS/E LAMB	\$150.00
01-66210	YAMAHA MOTOR CORPORATION USA	PO0149887	GOLF CART LEASE 5/19	\$2,945.00
GOLF TOTAL				\$6,827.30

FUND 30 DEPT 305 - STREET & ALLEY

01-03025	CIMARRON CONSTRUCTION COMPANY	PO0153324	W-1801C2 WATERLINE RELOCATION	\$158,880.60
01-05851	JMB CONCRETE	PO0155032	M-1901C2 SIDEWALK REPAIR	\$27,460.00
01-05851	JMB CONCRETE	PO0155028	R-1917C INTERSECTION REPAIR	\$17,500.00
01-60230	RICK LORENZ CONSTRUCTION	PO0148807	R-1801A STREET IMPROVEMENT	\$42,893.93
STREET & ALLEY TOTAL				\$246,734.53

FUND 31 DEPT 230 - UTILITY BILLING

01-01163	ADVANCED WATER SOLUTIONS	PO0155438	WATER COOLER RENTAL 4/19	\$71.10
01-01783	JP MORGAN CHASE	PO0155577	CHASE PAYMENT	\$88.36
01-03053	NORTHWEST SHREDDERS, LLC	PO0155491	SECURITY CONSOLE 5/19	\$20.00
UTILITY BILLING TOTAL				\$179.46

FUND 31 DEPT 760 - SOLID WASTE SERVICES

01-00146	CINTAS CORPORATION LOC. 624	PO0155356	UNIFORM RENTALS (17)	\$143.01
01-00146	CINTAS CORPORATION LOC. 624	PO0155468	UNIFORM RENTALS (17)	\$148.17
01-00146	CINTAS CORPORATION LOC. 624	PO0155509	UNIFORM RENTALS (17)	\$148.17
01-00159	UNITED STATES GYPSUM COMPANY	PO0149832	CRUSHER RUN	\$1,378.13
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0155471	V226 COOLANT REPAIR	\$1,339.36
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0155359	ANGLE IRON	\$8.69
01-01163	ADVANCED WATER SOLUTIONS	PO0155425	WATER COOLER RENTAL 5/19	\$31.00
01-01783	JP MORGAN CHASE	PO0155577	CHASE PAYMENT	\$3,692.56
01-02017	A W BRUEGGEMANN CO., INC.	PO0155457	V212 BOLTS	\$7.64
01-02021	B'S QUALITY DOOR, INC.	PO0155479	OVERHEAD DOOR REPAIR	\$2,350.00
01-02043	RUSH TRUCK CENTERS	PO0154780	V216 EGR SYSTEM REPLACEMENT	\$6,944.02
01-03022	CULLIGAN OF ENID	PO0155516	WATER COOLER RENTAL 5/19	\$34.50
01-03110	VERMEER GREAT PLAINS	PO0155360	V252 GRINDER ANVIL	\$239.04
01-04102	SCHEFFE PRESCRIPTION SHOP	PO0155493	WC/MEDICAL	\$287.67
01-04131	UNITED RENTALS (NORTH AMERICA), IN	PO0155459	PORTABLE TOILET RENTAL 4/19	\$160.00
01-04353	CMI ROADBUILDING, INC.	PO0155473	V260 BLADE/STEERING REPAIR	\$1,292.04
01-04560	DOCUGUARD	PO0150434	RECYCLING CONTRACT 7/18-6/19	\$5,500.94
01-04962	COMMUNITY NATIONAL BANK OF OKARCHE	PO0149575	COMPACTOR LEASE 5/19	\$7,906.37
01-04962	COMMUNITY NATIONAL BANK OF OKARCHE	PO0149576	DOZER LEASE 5/19	\$6,508.65
01-05448	CATERPILLAR FINANCIAL SVS	PO0150261	SCRAPER LEASE 5/19	\$11,950.00
01-05637	WESTERN MARKETING, INC	PO0155533	HYDRAULIC FLUID	\$1,130.03
01-07102	GARFIELD R W D #5	PO0155354	MONTHLY SERVICE 4/19	\$42.71
01-16145	PETTY CASH	PO0155582	REIMB/CDL LICENSE RENEW/E HIDDEN	\$56.50
01-19001	STANLEY'S WRECKER SERVICE	PO0155456	V211/V231 TOW	\$529.83
01-21001	UNITED ENGINES, INC.	PO0155515	V234 BRACKET	\$202.62
01-21001	UNITED ENGINES, INC.	PO0155515	V246 HARNESS	\$465.14
01-59360	FASTENAL COMPANY	PO0155510	NUTS/BOLTS	\$42.15
01-80246	ATWOODS	PO0155370	DOOR MATS (2)	\$25.98
01-80246	ATWOODS	PO0155370	COFFEE/CREAMER/SUGAR	\$34.54
01-80246	ATWOODS	PO0155503	BOTTLED WATER	\$167.16
SOLID WASTE SERVICES TOTAL				\$52,766.62

FUND 31 DEPT 785 - PUBLIC UTILITIES MGMT

01-01338	J & P SUPPLY, INC.	PO0155502	TOWELS	\$163.30
01-01783	JP MORGAN CHASE	PO0155577	CHASE PAYMENT	\$980.85
01-03022	CULLIGAN OF ENID	PO0155470	WATER COOLER RENTAL 5/19	\$20.00
01-03457	CARTEGRAPH SYSTEMS, INC.	PO0155416	CARTEGRAPH USER CONF/L MINTZ	\$995.00
01-04129	OK DEPT. OF CORRECTIONS	PO0155478	INMATE MEALS (12)	\$810.00
01-05198	ENVIRONMENTAL TESTING, INC.	PO0155405	SAMPLE ANALYSIS	\$25.00
01-05198	ENVIRONMENTAL TESTING, INC.	PO0155511	SAMPLE ANALYSIS	\$235.00
01-06033	GREEN COUNTRY TESTING	PO0154975	LANDFILL GROUNDWATER ANALYSIS	\$3,139.00
01-13089	MERRIFIELD OFFICE SUPPLY	PO0155187	TABLES (9)/CHAIRS (14)	\$6,015.00
01-16145	PETTY CASH	PO0155582	REIMB/TRAVEL/CARTEGRAPH CONF/L MINTZ	\$140.40
PUBLIC UTILITIES MGMT TOTAL				\$12,523.55

FUND 31 DEPT 790 - WATER PRODUCTION

01-00146	CINTAS CORPORATION LOC. 624	PO0155404	UNIFORM RENTALS (9)	\$82.26
01-00146	CINTAS CORPORATION LOC. 624	PO0155468	UNIFORM RENTALS (9)	\$82.26
01-01005	ALFALFA ELECTRIC COOPERATIVE	PO0155461	MONTHLY SERVICE 4/19	\$13,236.15
01-01783	JP MORGAN CHASE	PO0155577	CHASE PAYMENT	\$1,717.96
01-01954	PUMPSOK	PO0155531	METERS (2)	\$2,192.40
01-02082	AT&T MOBILITY	PO0155398	MONTHLY SERVICE 4/19	\$62.22
01-05270	ZALOUDEK, FW & SONS	PO0155514	V301 SPINDLE/BOLTS	\$182.03
01-15132	O'REILLY AUTO PARTS, INC.	PO0155512	AMPS (6)	\$7.30
01-19047	AT & T	PO0155513	MONTHLY SERVICE 5/19	\$187.60
01-58740	STUART C. IRBY	PO0155350	FUSES (10)	\$62.30
01-58740	STUART C. IRBY	PO0155403	ELEMENTS (4)	\$42.00
01-58740	STUART C. IRBY	PO0155518	SURGE SUPPRESSORS (2)	\$113.00
01-59250	USA BLUEBOOK	PO0155407	DECHLORINATON TABLETS	\$174.36
01-79980	PIONEER BUSINESS SOLUTION	PO0155352	MONTHLY SERVICE 5/19	\$41.21
01-79980	PIONEER BUSINESS SOLUTION	PO0155410	MONTHLY SERVICE 5/19	\$39.70
01-80246	ATWOODS	PO0155338	SPRAY PAINT/PRIMER	\$9.28
01-80258	BRENNTAG SOUTHWEST, INC.	PO0149574	CHLORINE	\$1,863.80
WATER PRODUCTION TOTAL				\$20,095.83

FUND 31 DEPT 795 - UTILITY MAINTENANCE

01-00146	CINTAS CORPORATION LOC. 624	PO0155404	UNIFORM RENTALS (12)	\$103.66
01-00146	CINTAS CORPORATION LOC. 624	PO0155509	UNIFORM RENTALS (23)	\$200.18
01-00447	FRONTIER EQUIP. SALES, LLC	PO0155401	NOZZLE REPAIR	\$731.41
01-01783	JP MORGAN CHASE	PO0155577	CHASE PAYMENT	\$3,092.77
01-02082	AT&T MOBILITY	PO0155462	MONTHLY SERVICE 4/19-5/19	\$435.04
01-04033	DOLESE BROTHERS CO., INC.	PO0155361	CRUSHER RUN	\$1,320.11
01-05005	ENID CONCRETE CO., INC.	PO0155529	CONCRETE	\$1,558.51
01-05384	CORE & MAIN LP	PO0154498	AVK FIRE HYDRANTS (15)	\$21,225.00
01-05384	CORE & MAIN LP	PO0155517	PLUMBING FITTINGS	\$767.88
01-05384	CORE & MAIN LP	PO0155532	GATE VALVE	\$1,171.24
01-05388	ROTEK SERVICES, INC.	PO0154779	LIFT STATION PUMP REPAIR	\$13,179.76
01-05506	BROWER INC.	PO0155460	PORTABLE TOILET RENTAL 4/19	\$99.70
01-05782	EXPRESS EMPLOYMENT PROFESSIONALS	PO0155573	TEMP EMPLOYEES (3)	\$4,733.68
01-80153	KINNUNEN, INC.	PO0155357	SPRAY PAINT (12)	\$44.64
01-80153	KINNUNEN, INC.	PO0155402	LIMESTONE (42 BAGS)/DRILL BITS (3)	\$417.37
01-80246	ATWOODS	PO0155553	BOOTS/W HESS	\$129.99
UTILITY MAINTENANCE TOTAL				\$49,210.94

FUND 31 DEPT 799 - WASTEWATER PLANT MGMT

01-01338	J & P SUPPLY, INC.	PO0155534	CLEANER	\$74.81
01-01783	JP MORGAN CHASE	PO0155577	CHASE PAYMENT	\$411.07
01-03022	CULLIGAN OF ENID	PO0155470	DI TANK EXCHANGE	\$130.00
01-03022	CULLIGAN OF ENID	PO0155470	BOTTLED WATER	\$74.00
01-04429	STOVER & ASSOCIATES, INC	PO0149972	PLANT MGMT SERVICE 5/19	\$108,200.16
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0155465	JANITORIAL SERVICE 4/19	\$622.44
WASTEWATER PLANT MGMT TOTAL				\$109,512.48

FUND 31 DEPT 956 - EMA CAPITAL REPLACEMENT

01-05373	BOB MOORE FORD, LLC.	PO0155034	F-150 PICKUP	\$28,179.00
01-05373	BOB MOORE FORD, LLC.	PO0152484	F-150 CREW CAB TRUCK	\$27,056.00
01-05373	BOB MOORE FORD, LLC.	PO0151688	F-250 PICKUP	\$32,666.00
01-05583	COGSDALE CORPORTATION	PO0149116	SOFTWARE REPLACEMENT	\$10,696.00
EMA CAPITAL REPLACEMENT TOTAL				\$98,597.00

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

01-02687	RETAIL ATTRACTIONS, LLC	PO0150128	PROFESSIONAL SERVICE 5/19	\$10,000.00
01-04063	JUMBO IV, LLC	PO0155337	1ST QTR 2019 SALES TAX REBATE	\$8,919.90
01-04347	ENID CROSSING INVESTORS LP	PO0155336	1ST QTR 2019 SALES TAX REBATE	\$25,373.13
01-05512	GARFIELD COUNTY (TIF)	PO0155340	RESIDUAL 05 TIF DISBURSEMENT	\$1,016.32
01-05513	GARFIELD COUNTY HEALTH DEPT (TIF)	PO0155341	RESIDUAL 05 TIF DISBURSEMENT	\$181.78
01-05514	AUTRY TECHNOLOGY CENTER (TIF)	PO0155343	RESIDUAL 05 TIF DISBURSEMENT	\$1,081.04
01-05515	PIONEER PUBLIC SCHOOLS (TIF)	PO0155342	RESIDUAL 05 TIF DISBURSEMENT	\$2,837.56
E.E.D.A. TOTAL				\$49,409.73

FUND 40 DEPT 405 - CAPITAL IMPROVEMENT

01-00894	POE & ASSOCIATES, INC.	PO0146067	R-1803A IMPROVEMENT DESIGN	\$6,139.00
01-03899	CHILD'S PLAY, INC.	PO0154239	P-1907C PLAYGROUND EQUIP/HOOVER	\$1,850.00
01-03899	CHILD'S PLAY, INC.	PO0154239	P-1908C PLAYGROUND EQUIP/LIONS	\$1,850.00
01-05935	ECONOLITE CONTROL PRODUCTS, INC.	PO0154211	R-1907A TRAFFIC CONTROLLERS (15)	\$38,304.30
01-08060	HENSON CONSTRUCTION CO., INC.	PO0153514	P-1703C1 BOAT DOCK CONSTRUCTION	\$47,989.25
01-12007	LUCKINBILL, INC.	PO0143370	W-1406B WATERLINE RELOCATION	\$43,628.00
01-12007	LUCKINBILL, INC.	PO0152959	W-1406B WATERLINE RELOCATION	\$171,792.58
01-16087	PORTERFIELD SURVEYING	PO0155586	W-1406F SURVEYING SERVICE	\$890.50
01-50210	LOWE'S HOME CENTERS, INC.	PO0155339	P-1908C CONCRETE	\$320.97
01-59840	TRAFFIC ENGINEERING CONSULTANTS,	PO0153023	R-1901A PROFESSIONAL SERVICE	\$6,306.48
01-76080	SEEDORF CONSTRUCTION CO.	PO0155329	E-1901C EMERGENCY REPAIR/POLES	\$8,445.25
CAPITAL IMPROVEMENT TOTAL				\$327,516.33

FUND 42 DEPT 425 - SANITARY SEWER FUND

01-01832	BURNS & MCDONNELL ENGINEERING CO.,	PO0149526	S-1706A PROFESSIONAL SERVICE	\$4,109.95
01-16087	PORTERFIELD SURVEYING	PO0150949	S-1901A SURVEYING SERVICE	\$2,609.25
SANITARY SEWER FUND TOTAL				\$6,719.20

FUND 43 DEPT 435 - STORMWATER FUND

01-05050	ENVIROTECH	PO0153318	F-1903A PROFESSIONAL SERVICE	\$3,000.00
01-05587	EMC SERVICES, LLC	PO0149228	F-1801C CHANNEL CHESTNUT/WALLER	\$69,316.75
01-06068	HOLTZEN ENGINEERING GROUP, P.C.	PO0155482	F-1907A PROFESSIONAL SERVICE	\$1,000.00
01-11060	KIRBY-SMITH OKLAHOMA	PO0154412	ROTARY MOWER	\$14,131.88
01-16087	PORTERFIELD SURVEYING	PO0153764	F-1902A PROFESSIONAL SERVICE	\$24,024.00
STORMWATER FUND TOTAL				\$111,472.63

FUND 44 DEPT 445 - WATER CAP. IMPROVEMENT FUND

01-02044	BNSF RAILWAY	PO0155324	W-1704A RR CROSSING PERMIT/FEE	\$800.00
01-06048	ODENWALD FARMS, INC	PO0155310	W-1912R3 DAMAGES	\$900.00
01-06049	JEFFREY CULP	PO0155311	W-1912R3 DAMAGES	\$5,572.00
01-06050	JEFFREY CULP	PO0155312	W-1912R3 DAMAGES	\$3,420.00
01-06051	JENNINGS CATTLE CO	PO0155313	W-1912R3 DAMAGES	\$1,800.00
01-06052	LARRY KIENHOLZ	PO0155314	W-1912R3 DAMAGES	\$1,380.00
01-06053	LARRY KIENHOLZ	PO0155315	W-1912R3 DAMAGES	\$1,576.00
01-06056	CHRIS ODENWALD	PO0155316	W-1912R3 DAMAGES	\$2,802.00
01-06057	CHRIS ODENWALD	PO0155317	W-1912R3 DAMAGES	\$3,050.00
01-06058	TERRY LEE SNEED	PO0155318	W-1912R2 DAMAGES	\$1,276.00
01-06059	EVIN E PIERCE	PO0155319	W-1912R3 DAMAGES	\$2,604.00

01-06060	GARY LEROY OSBORN, SR	PO0155320	W-1912R2 DAMAGES	\$1,312.00
01-06061	GARY LEROY OSBORN, SR	PO0155321	W-1912R2 WATERLINE EASEMENT	\$5,200.00
01-06062	GARY LEROY OSBORN, JR	PO0155322	W-1912R2 WATERLINE EASEMENT	\$2,600.00
01-06063	CHERISA OSBORN	PO0155323	W-1912R2 WATERLINE EASEMENT	\$2,600.00
01-15083	OK CONTRACTORS SUPPLY	PO0155501	W-1905C COMPRESSION FITTINGS	\$1,720.00
WATER CAP. IMPROVEMENT FUND TOTAL				\$38,612.00

FUND 50 DEPT 505 - 911

01-01783	JP MORGAN CHASE	PO0155577	CHASE PAYMENT	\$218.95
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0155434	COPIER USAGE/LEASE 4/19	\$252.86
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0155475	COPIER USAGE/LEASE 2/19-3/19	\$260.78
01-42400	AT & T	PO0155436	MONTHLY SERVICE 5/19	\$1,329.48
01-66190	AT&T	PO0155390	MONTHLY SERVICE 4/19	\$942.26
911 TOTAL				\$3,004.33

FUND 51 DEPT 515 - POLICE

01-00916	BAYSINGER POLICE SUPPLY	PO0150266	UNIFORMS (79)	\$7,682.12
01-01146	A TO Z CARPET CENTER, INC.	PO0155500	WINDOW COVERINGS	\$1,715.00
01-01338	J & P SUPPLY, INC.	PO0155387	DRAIN CLEANER	\$100.64
01-01338	J & P SUPPLY, INC.	PO0155415	CLEANER	\$76.64
01-01472	STAPLES ADVANTAGE	PO0155392	STAPLER	\$73.49
01-01472	STAPLES ADVANTAGE	PO0155392	CDS/DVDS/FOLDERS/SLEEVES/TAPE	\$307.20
01-01780	B & B LAWN CARE	PO0155396	LAWN SERVICE 4/19	\$240.00
01-01783	JP MORGAN CHASE	PO0155577	CHASE PAYMENT	\$2,502.52
01-02082	AT&T MOBILITY	PO0155386	MONTHLY SERVICE 4/19	\$1,176.83
01-03001	CUMMINS SOUTHERN PLAINS	PO0155525	ANNUAL/GENERATOR SERVICE	\$767.00
01-03001	CUMMINS SOUTHERN PLAINS	PO0155525	ANNUAL GENERATOR SERVICE/TOWER	\$232.70
01-03041	PERCS INDEX, INC	PO0155385	ANNUAL SERVICE CONTRACT	\$500.00
01-03053	NORTHWEST SHREDDERS, LLC	PO0155491	SECURITY CONSOLE 5/19	\$100.00
01-03226	BLAKLEY LAWN SERVICE, LLC.	PO0155383	WEED CONTROL	\$250.00
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0155434	COPIER USAGE/LEASE 4/19	\$560.51
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0155475	COPIER USAGE/LEASE 2/19-3/19	\$1,140.18
01-05140	MORRIS, ANCIL	PO0155423	WC/SETTLEMENT	\$15,100.25
01-05410	EFFEL MEDICAL, LLC	PO0155487	WC/MEDICAL/J ALLISON	\$536.28
01-05551	BLANCHARD LAW FIRM, P.C.	PO0155494	WC/ATTORNEY FEES/A MORRIS	\$250.00
01-05551	BLANCHARD LAW FIRM, P.C.	PO0155494	WC/ATTORNEY FEES/B PRICHETT	\$655.19
01-05551	BLANCHARD LAW FIRM, P.C.	PO0155494	WC/ATTORNEY FEES/G ROBERTSON	\$87.50
01-05551	BLANCHARD LAW FIRM, P.C.	PO0155494	WC/ATTORNEY FEES/D WILLSON	\$686.72
01-13089	MERRIFIELD OFFICE SUPPLY	PO0155397	NOTARY STAMP/J HAGER	\$26.00
01-16145	PETTY CASH	PO0155580	REIMB/V2052 FUEL/PURSUIT/Z FRAZEE	\$16.00
01-19001	STANLEY'S WRECKER SERVICE	PO0155542	V2067 TOW	\$78.38
01-19165	STEVENS FORD, INC.	PO0155541	V2082 BUMPER REPAIR	\$515.40
01-23090	WHEAT CAPITAL COMMUNICATION	PO0155384	RADIO MIC	\$130.00
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0155437	VACCINES (2)	\$100.00
01-80246	ATWOODS	PO0155382	DOG FOOD	\$379.80
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0155432	KEYS (7)/ID TAGS (6)	\$23.45
POLICE TOTAL				\$36,009.80

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

01-01783	JP MORGAN CHASE	PO0155577	CHASE PAYMENT	\$59.69
01-15125	OK GAS & ELECTRIC	PO0155331	MONTHLY SERVICE 4/19	\$12,006.27
E.E.C.C.H. TOTAL				\$12,065.96

FUND 65 DEPT 655 - FIRE

01-00781	INTERSTATE ALL BATTERY CENTER, INC	PO0155548	V1034 BATTERIES (6)	\$513.50
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0155551	V1029/V1040/V1042/V1043 FILTERS (10)	\$387.60
01-01227	AUTRY VO-TECH CENTER	PO0155519	EMT CLASS/J BLACK	\$1,272.00
01-01338	J & P SUPPLY, INC.	PO0155564	TOWELS/SOAP/TISSUE/CLEANER	\$305.35
01-01783	JP MORGAN CHASE	PO0155577	CHASE PAYMENT	\$4,100.22
01-02082	AT&T MOBILITY	PO0155522	MONTHLY SERVICE 5/19	\$326.56

01-03001	CUMMINS SOUTHERN PLAINS	PO0155570	ANNUAL GENERATOR SERVICE/TOWER	\$232.66
01-03099	CHIEF FIRE & SAFETY CO., INC.	PO0155572	BOOTS/C SHULTZ	\$290.00
01-03661	RK BLACK, INC.	PO0155521	COPIER MAINTENANCE 5/19	\$78.60
01-03916	NATIONAL FIRE PROTECTION ASSOCIATI	PO0155571	ANNUAL MEMBER RENEW/K HELMS	\$1,575.00
01-04207	FOUR J'S TIRE SERVICE, LLC	PO0155483	V1041 TIRES/MOUNT/BALANCE (10)	\$5,715.90
01-05551	BLANCHARD LAW FIRM, P.C.	PO0155494	WC/ATTORNEY FEES/J MCALISTER	\$400.00
01-05967	ENDEX OF OKLAHOMA. INC.	PO0155562	ANNUAL FIRE ALARM INSPECTION/STA 2	\$760.00
01-06071	MHC KENWORTH - OKLAHOMA CITY	PO0155578	V1029 ADJUSTERS (2)	\$250.93
01-09021	INT'L. PERSONNEL MGMT. ASSOC.	PO0155566	DRIVER EXAMS (13)	\$259.50
01-12007	LUCKINBILL, INC.	PO0155520	SPRINKLER SYSTEM INSPECTION/STA 1-5	\$1,400.00
01-15006	OK GLASS & WALLPAPER	PO0155554	SHOWER DOOR/STA 1	\$280.00
01-15132	O'REILLY AUTO PARTS, INC.	PO0155546	FILTERS (5)/TRANS FLUID/PULLER	\$707.38
01-16145	PETTY CASH	PO0155584	REIMB/TOLLS/STATE FIRE SCHOOL (2)	\$7.50
01-30830	LOCKE SUPPLY, INC.	PO0155556	LIGHT BULBS (165)	\$292.15
01-38950	IFSTA FIRE PROTECTION PUB.	PO0154688	BOOKS/MANUALS (51)	\$3,309.40
01-79980	PIONEER BUSINESS SOLUTION	PO0155568	MONTHLY SERVICE 5/19	\$29.73
01-80246	ATWOODS	PO0155544	GRINDER	\$176.98
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0155543	RIVETER/HOSE/CAULK/GREASE	\$68.08
FIRE TOTAL				\$22,739.04

FUND 82 DEPT 825 - CLEET

01-02587	OK BUREAU OF NARCOTICS	PO0155547	MONTHLY REIMB 4/19	\$65.00
01-03274	CLEET	PO0155550	MONTHLY REIMB 4/19	\$4,731.52
01-55470	OK STATE BUREAU INVESTIGATION	PO0155549	MONTHLY REIMB AFIS 4/19	\$4,562.56
01-55470	OK STATE BUREAU INVESTIGATION	PO0155549	MONTHLY REIMB FORENSIC 4/19	\$4,389.49
CLEET TOTAL				\$13,748.57

FUND 99 DEPT 995 - EPTA

01-01783	JP MORGAN CHASE	PO0155577	CHASE PAYMENT	\$723.29
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0155411	MONTHLY SERVICE 4/19	\$67.34
01-19001	STANLEY'S WRECKER SERVICE	PO0155542	V8571 TOW	\$75.00
01-31010	JACKSONS OF ENID	PO0155563	V8577 STARTER	\$691.22
01-47300	OK TURNPIKE AUTHORITY	PO0155448	TOLL	\$1.30
EPTA TOTAL				\$1,558.15

COMBINED BREAKDOWN OF TOTALS

EMA	\$342,885.88
EEDA	\$49,409.73
EPTA	\$1,558.15
REMAINING FUNDS	\$3,386,373.90
TOTAL CLAIMS	\$3,780,227.66

PURCHASING CARD CLAIMS LIST

5-21-19

FUND 10 DEPT 100 - ADMINISTRATIVE SERVICES

6465 DOMINOS PIZZA	PO0155577	MEAL/RESOURCE ALLIANCE GROUP MEETING	41.93
AIR FORCE ASSOCIATION	PO0155577	AFA MEMBERSHIP RENEWAL/J GILBERT	50.00
ENID WINNELSON CO	PO0155577	COPPER ELLS/CLAMPS/SAND CLOTH/PRIMER	128.04
HOBBY-LOBBY #0008	PO0155577	PICTURE FRAMES	45.39
LOCKE SUPPLY WE ENID	PO0155577	LED LIGHTS (3)	66.06
RIB CRIB #44	PO0155577	MEAL (3)/ETN MEETING	58.53

ADMINISTRATIVE SERVICES TOTAL **389.95**

FUND 10 DEPT 110 - HUMAN RESOURCES

AMZN MKTP US*MZ24O2981	PO0155577	PERSONNEL/OPEN ENROLLMENT FOLDERS	950.93
DMI* DELL HLTHCR/PTR	PO0155577	DESKTOP COMPUTER	961.52
DOWNTOWN THREADS	PO0155577	LOGO JACKETS (2)	67.06
PAYPAL *OKLAHOMAMUN	PO0155577	JOB POSTING	10.00
PAYPAL *SGR	PO0155577	JOB POSTING	49.00
PREHIRE SCREENING SERV	PO0155577	APPLICANT BACKGROUND CHECKS	913.25
WAYFAIR*PERIGOLD	PO0155577	TABLE/CHAIRS (4)	801.98

HUMAN RESOURCES TOTAL **3,753.74**

FUND 10 DEPT 120 - LEGAL SERVICES

WALGREENS #5531	PO0155577	COFFEE	33.97
-----------------	-----------	--------	-------

LEGAL SERVICES TOTAL **33.97**

FUND 10 DEPT 140 - SAFETY

J DONUTS	PO0155577	MEAL (13)/SAFETY REP MEETING	22.27
J DONUTS	PO0155577	MEAL (15)/EMPLOYEE APPRECIATION	23.00

SAFETY TOTAL **45.27**

FUND 10 DEPT 150 - PR/ETN/MARKETING

PAYPAL *LOGMEIN INC	PO0155577	LOGMEIN SUBSCRIPTION	119.38
---------------------	-----------	----------------------	--------

PR/ETN/MARKETING TOTAL **119.38**

FUND 10 DEPT 200 - GENERAL GOVERNMENT

JUMBO FOODS	PO0155577	BOTTLED WATER/SODA/COFFEE	62.13
SOUTHWES 5262473957597	PO0155577	AIRFARE/ADC MEETING/G PANKONIN	317.96

GENERAL GOVERNMENT TOTAL **380.09**

FUND 10 DEPT 220 - RECORDS & RECEIPTS

AMAZON.COM*MZ98B0IT1	PO0155577	LEGAL FILE POCKETS/STAPLES	82.73
----------------------	-----------	----------------------------	-------

RECORDS & RECEIPTS TOTAL **82.73**

FUND 10 DEPT 250 - INFORMATION TECHNOLOGY

2000 CED	PO0155577	CABLE TIES	39.00
4TE*ADVANCED WATER SOL	PO0155577	WATER COOLER RENTAL 5/19	57.55
AMZN MKTP US*MN80U3ZV1	PO0155577	DISPLAY ADAPTERS/CABLES	130.07
LIVEPERSON, INC	PO0155577	ON LINE CHAT/COE WEB SITE	159.00
TAPEANDMEDIA COM	PO0155577	BACKUP TAPES	613.80
WWW.NEWEGG.COM	PO0155577	FLASHDRIVES (4)	59.96

INFORMATION TECHNOLOGY TOTAL **1,059.38**

PURCHASING CARD CLAIMS LIST

5-21-19

FUND 10 DEPT 300 - COMMUNITY DEVELOPMENT

SIGNWAREHOUSE.COM	PO0155577	CREDIT	(126.00)
-------------------	-----------	--------	----------

COMMUNITY DEVELOPMENT TOTAL	(126.00)
------------------------------------	-----------------

FUND 10 DEPT 350 - CODE ENFORCEMENT

AMZN MKTP US*MZ42Y46Q0	PO0155577	FOLDING TABLE/PUSH CART/TAPE/LIGHTS	116.65
AMZN MKTP US*MZ82Y1DE2	PO0155577	BLUETOOTH HEADSET	36.99
HUGHES LUMBER COMPANY	PO0155577	STAKES	15.19
STAPLES 00106633	PO0155577	ORANGE CARD STOCK	28.98
STAPLES DIRECT	PO0155577	DESK CHAIRS (2)	239.98
STEVENS FORD	PO0155577	V724 PCM	998.85

CODE ENFORCEMENT TOTAL	1,436.64
-------------------------------	-----------------

FUND 10 DEPT 400 - ENGINEERING

AMAZON.COM*MZ1DW7ME2	PO0155577	PHONE CASES	175.27
TSC OK-009	PO0155577	MEAL (16)/KLWS PROGRESS MEETING	125.72

ENGINEERING TOTAL	300.99
--------------------------	---------------

FUND 10 DEPT 700 - PUBLIC WORKS MGMT

BAUDVILLE INC.	PO0155577	APPRECIATION TOKENS	238.77
BRADFORD INDUSTRIAL SP	PO0155577	AIR FILTER	98.46
ENID WINNELSON CO	PO0155577	BOLT/CAULK/VB KIT/WAX RING	16.99
HUGHES LUMBER COMPANY	PO0155577	SPRAY PAINT	4.55
JOHNDROWS PEST CONTROL	PO0155577	PEST CONTROL	97.50
KINNUNEN SALES AND REN	PO0155577	RADIO BATTERY CHARGER	219.05
PRINTSSIGNS	PO0155577	CANVAS	120.90

PUBLIC WORKS MGMT TOTAL	796.22
--------------------------------	---------------

FUND 10 DEPT 710 - FLEET MGMT

AMAZON.COM*MZ9634K90	PO0155577	SCANSNAP SCANNER	244.99
FREDPRYOR CAREERTRACK	PO0155577	PRYOR TRAINING	199.00
LOCKE SUPPLY - ENID	PO0155577	TOILET SEAT	17.58

FLEET MGMT TOTAL	461.57
-------------------------	---------------

FUND 10 DEPT 730 - PARKS & RECREATION

ALBRIGHT STEEL WIRE EN	PO0155577	CORNER FENCE PIECES (2)	4.32
AMAZON.COM*MZ3RP6KR2	PO0155577	LIFEGUARD WHISTLES	127.68
AMAZON.COM*MZ5WQ6RE1	PO0155577	PAPER SHREDDER	121.38
AMERICAN RED CROSS	PO0155577	LIFEGUARD MANUALS	194.02
AMZN MKTP US*MN0K054B0	PO0155577	SUNGLASSES/SWIM TEST BANDS	439.51
AMZN MKTP US*MN15V8A71	PO0155577	PRETZEL WARMER/TRASH TONGS/CPR MASKS	1,122.25
AUTOZONE #0505	PO0155577	WIPER BLADES (2)	55.37
DAL SECURITY LLC	PO0155577	GYM FIRE ALARM MONITORING	41.00
DISCOUNTMUGS.COM	PO0155577	CUPS/CAMPING IN THE PARK	165.00
ENID WINNELSON CO	PO0155577	PVC PIPE	99.00
INT*IN *A. E. HOWARD T	PO0155577	QUICKPATCH MORTAR (4 BAGS)	100.00
KINNUNEN SALES AND REN	PO0155577	TAPE MEASURE/WOOD STAKES/SLEDGE	170.32
LIFEGUARD STORE - ONLI	PO0155577	LIFEGUARD UNIFORMS (18)	1,304.80
LOCKE SUPPLY WE ENID	PO0155577	LIGHT FIXTURES (3)	505.46
LOWES #00205*	PO0155577	STEP LADDER/FAUCET/BARREL	415.96
P AND K EQUIPMENT ENID	PO0155577	KEYS (3)	26.13

PURCHASING CARD CLAIMS LIST

5-21-19

SQUARE *SQ *BROWER INC	PO0155577	PORTABLE TOILET RENTAL	468.30
STAPLES 00106633	PO0155577	DRY ERASE MARKERS	12.99
SWIMOUTLET.COM	PO0155577	LIFEGUARD UNIFORMS (18)	281.08
WAL-MART #0499	PO0155577	CORK BOARD/PINS/ERASERS/MAGNETS	33.69
WINCHELL S # 580	PO0155577	MEAL (8)/EMP APPRECIATION	16.98
WM SUPERCENTER #499	PO0155577	COMPUTER MONITOR/CABLE ADAPTER	90.88
WW STARR LUMBER ENID	PO0155577	SCREWS/Form SIDING/LUMBER	248.40

PARKS & RECREATION TOTAL 6,044.52

FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT

2000 CED	PO0155577	LIGHT FIXTURES (2)	61.20
FOUR J'S TIRE SERV	PO0155577	V585 TIRES (4)	904.00
LOWES #00205*	PO0155577	WINDOW BLINDS	219.88
STUART C IRBY	PO0155577	GFI RECEPTACLES (5)	93.70
ULTRA BRIGHT LIGHTZ	PO0155577	V104 STROBE MODULE	164.99

STRMWTR & ROADWAY MAINT TOTAL 1,443.77

FUND 10 DEPT 750 -TECHNICAL SERVICES

2000 CED	PO0155577	CONNECTORS/PED SPEAKERS.	15.00
ACE HDWE	PO0155577	HOOKS/CHAIN	67.27
AMAZON.COM*MZ5BW86G2	PO0155577	CELL PHONE CASE	5.53
BOMBSHELLS AUSTIN	PO0155577	MEAL (3)/TRAFFIC CABINET TROUBLESHOOTING	111.93
CHICK-FIL-A #02804	PO0155577	MEAL (12)/DEPARTMENT MEETING	37.35
COUNTRY INN & SUITES	PO0155577	LODGING (3)/TRAFFIC CABINET TROUBLESHOOTING	808.62
CRITICAL COMM	PO0155577	MONTHLY SERVICE 4/19	50.62
DAIRY QUEEN - 42097	PO0155577	MEAL (3)/TRAFFIC CABINET TROUBLESHOOTING	17.90
DOLLAR-GENERAL #2858	PO0155577	STERILITE	5.75
HUGHES LUMBER COMPANY	PO0155577	TAPE MEASURE/TAPING MUD	43.01
JUMBO FOODS	PO0155577	MINERAL OIL	12.00
KINNUNEN SALES AND REN	PO0155577	CUT OFF WHEELS/SAW BLADES	59.77
LOWES #00205*	PO0155577	HOLE SAW KIT/EXTENSION	98.96
NOR*NORTHERN TOOL	PO0155577	SHELVING	479.94
NORTH BY NORTHWEST RES	PO0155577	MEAL (3)/TRAFFIC CABINET TROUBLESHOOTING	147.71
OLIVE GARDEN 0021566	PO0155577	MEAL (3)/TRAFFIC CABINET TROUBLESHOOTING	85.45
PAYPAL *LOGMEIN INC	PO0155577	LOGMEIN SUBSCRIPTION	775.92
PHILLIPS 66 - CTS 560	PO0155577	V637 FUEL/TRAFFIC CABINET TROUBLESHOOTING	22.00
SHELL OIL 10001004000	PO0155577	V637 FUEL/TRAFFIC CABINET TROUBLESHOOTING	66.15
SHERWIN WILLIAMS 70718	PO0155577	PAINT TIPS (4)	627.47
SIGNWAREHOUSE.COM	PO0155577	MAINTENANCE SWABS	44.00
UPS (800) 811-1648	PO0155577	SHIPPING FEES	55.78
WW STARR LUMBER ENID	PO0155577	CONCRETE PATCH/DRYWALL BLADE	91.72

TECHNICAL SERVICES TOTAL 3,729.85

FUND 10 DEPT 900 - LIBRARY

AMAZON.COM*MZ0950YE1	PO0155577	FIRST AID SUPPLIES/COFFEE/ENVELOPES	222.87
AMAZON.COM*MZ10C1QO2	PO0155577	MAKERSPACE MATERIALS	1,734.00
AMZN MKTP US*MZ05J8SG2	PO0155577	CHILDREN'S PROGRAM SUPPLIES	32.99
AMZN MKTP US*MZ1JK5WK2	PO0155577	AMERICAN/OKLAHOMA FLAGS	53.95
BAKER & TAYLOR - BOOKS	PO0155577	BOOKS (39)	547.74
BELLWETHER MEDIA	PO0155577	BOOKS (61)	991.86
BRODART BOOKS	PO0155577	BOOKS (130)	1,920.56
BRODART BOOKS	PO0155577	LIBY19-01 BOOK	9.71
CANVA* 02312-9319671	PO0155577	SUMMER READING PROGRAM SUPPLIES	1.00
CENTER POINT LARGE PRI	PO0155577	BOOKS (16)	358.92
DEMCO INC	PO0155577	SUMMER READING PROGRAM SUPPLIES	578.70
DOLLAR GENERAL #14642	PO0155577	TEEN PROGRAM SUPPLIES	15.15

PURCHASING CARD CLAIMS LIST

5-21-19

DSS*ACHIEVMNTPRODUCTS	PO0155577	CHILDREN'S PROGRAM SUPPLIES	116.71
ENID WINNELSON CO	PO0155577	STEM UNIT ASSEMBLY/SEATS/SPRINGS	165.46
HOBBY-LOBBY #0008	PO0155577	RETIREMENT RECEPTION	55.67
HOBBY-LOBBY #0008	PO0155577	SUMMER READING PROGRAM SUPPLIES	5.38
KATYS PANTRY	PO0155577	MEAL/RETIREMENT RECEPTION	99.80
LITTLE CAESARS 0129 00	PO0155577	TEEN PROGRAM SUPPLIES	21.62
MIDWEST TAPE LLC	PO0155577	BOOK ON CD (9)	405.87
PRIME VIDEO*MZ3I49M92	PO0155577	TEEN PROGRAM SUPPLIES	3.99
PUTNAM SIX	PO0155577	BOOKS (124)	1,751.51
RECORDED BOOKS	PO0155577	BOOK ON CD (9)	402.20
RIB CRIB #44	PO0155577	MEAL (15)/LIBRARY BOARD MEETING	231.83
TCD*GALE	PO0155577	BOOKS (38)	909.24
TST* PC HATCH - AUTO A	PO0155577	MEAL (3)/ODL TRAINING	51.50
WAL-MART #0499	PO0155577	CHILDREN'S PROGRAM SUPPLIES	16.71

LIBRARY TOTAL 10,704.94

FUND 20 DEPT 205 - AIRPORT

2000 CED	PO0155577	A-1701B CABLE	200.00
2000 CED	PO0155577	LIGHT BULBS	41.82
AMZN MKTP US*MN1Z77OU2	PO0155577	A-1701B CAT5 CABLE/JACKS	244.64
HP *INSTANT INK	PO0155577	INK CARTRIDGE 205	9.99
JAMIE'S BARNSTORMERS	PO0155577	MEAL (7)/DEPT MEETING	85.42
SCI BROKEN ARROW	PO0155577	LODGING/OAOA TRAINING/K COOK	113.36
STAPLES 00106633	PO0155577	PAPER/PENS/PAPER CLIPS	36.77

AIRPORT TOTAL 732.00

FUND 22 DEPT 225 - GOLF

ATWOOD 01 ENID	PO0155577	GRINDING DISC	7.99
AUTOPAY/DISH NTWK	PO0155577	MONTHLY SERVICE 4/19	149.03
OREILLY AUTO #0188	PO0155577	CIRCUIT TESTER/BELT	43.22
SUDDENLINK - NATL SITE	PO0155577	MONTHLY SERVICE 5/19	81.94
WAL-MART #0499	PO0155577	COFFEE	10.42

GOLF TOTAL 292.60

FUND 31 DEPT 230 - UTILITY SERVICES

OTTERBOX/LIFEPROOF	PO0155577	PHONE CASE	88.36
--------------------	-----------	------------	-------

UTILITY SERVICES TOTAL 88.36

FUND 31 DEPT 760 - SOLID WASTE

CARTER PAINT COMPANY	PO0155577	DUMPSTER PAINT	324.70
FOUR J'S TIRE SERV	PO0155577	V208 TIRES (2)	821.88
FOUR J'S TIRE SERV	PO0155577	V225 TIRES (2)	821.88
FOUR J'S TIRE SERV	PO0155577	V241 TIRES (2)	821.88
FOUR J'S TIRE SERV	PO0155577	V244 TIRES (2)	710.74
FOUR J'S TIRE SERV	PO0155577	V315 ALIGNMENT	75.00
JUMBO FOODS	PO0155577	CAKE/RETIREMENT RECEPTION	74.98
WAL-MART #0499	PO0155577	MEAL (8)/DEPT MEETING	24.52
WINCHELL S # 580	PO0155577	MEAL (12)/SAFETY MEETING	16.98

SOLID WASTE TOTAL 3,692.56

FUND 31 DEPT 785 - PUBLIC UTILITIES MGMT

4TE*ADVANCED WATER SOL	PO0155577	WATER SOFTENER	51.00
DOLLAR-GENERAL #2002	PO0155577	SAMPLE CONTAINER	3.00

PURCHASING CARD CLAIMS LIST

5-21-19

JOHNDROWS PEST CONTROL	PO0155577	PEST CONTROL	97.50
LOWES #00205*	PO0155577	REFRIGERATOR THERMOMETER (2)	13.16
PHILLIPS 66 - UNITED P	PO0155577	FUEL/CARTEGRAPH CONF/L MINTZ	15.12
PRINTSSIGNS	PO0155577	CANVAS	147.77
RENAISSANCE HOTELS	PO0155577	LODGING/CARTEGRAPH CONF/L MINTZ	575.19
TIME PARK LOT 21	PO0155577	PARKING/CARTEGRAPH CONF/L MINTZ	36.00
TOWNE PARK LTD-0395QPS	PO0155577	PARKING/CARTEGRAPH CONF/L MINTZ	30.00
UPS (800) 811-1648	PO0155577	SHIPPING FEES	12.11

PUBLIC UTILITIES MGMT TOTAL 980.85

FUND 31 DEPT 790 - WATER PRODUCTION

AMZN MKTP US*MN08D9FI0	PO0155577	SURGE PROTECTORS (4)	155.78
ELECTRONIC MAINTENANCE	PO0155577	VFD FANS	282.87
REFURBEXPER	PO0155577	SURGE PROTECTORS (12)	590.15
STAPLES 00106633	PO0155577	APC BATTERY BACK UP/SWITCHES	367.95
TWP WIRE MESH INC TWP	PO0155577	WIRE MESH	251.42
UPS (800) 811-1648	PO0155577	SHIPPING FEES	69.79

WATER PRODUCTION TOTAL 1,717.96

FUND 31 DEPT 795 - UTILITY MAINTENANCE

KINNUNEN SALES AND REN	PO0155577	METAL RODS (500)	960.00
AUTOMATIONDIRECT.COM	PO0155577	PROGRAMMING CABLES	951.00
LOCKE SUPPLY - ENID	PO0155577	WATER HEATER/DRAIN PAN/FITTINGS	464.62
LOCKE SUPPLY WHC ENID	PO0155577	REDUCER/COPPER ELLS	8.10
SHEAR COMFORT LTD	PO0155577	V345 SEAT COVER	247.35
THE UPS STORE 5063	PO0155577	SHIPPING FEES	85.08
ULTRA BRIGHT LIGHTZ	PO0155577	V364 STROBE MODULE	164.99
ULTRA BRIGHT LIGHTZ	PO0155577	V365 STROBE MODULE	164.99
WW STARR LUMBER ENID	PO0155577	LUMBER	46.64

UTILITY MAINTENANCE TOTAL 3,092.77

FUND 31 DEPT 799 - WASTEWATER PLANT MGMT

HACH COMPANY	PO0155577	ORP GATEWAY/CONTROLLER	411.07
--------------	-----------	------------------------	--------

WASTEWATER PLANT MGMT TOTAL 411.07

FUND 50 DEPT 505 - 911

AMZN MKTP US*MZ79K6WH1	PO0155577	MONITOR	199.95
FAMILY DOLLAR #2065	PO0155577	CLEANER	19.00

911 TOTAL 218.95

FUND 51 DEPT 515 - POLICE

ACE HDWE	PO0155577	KEYS	2.79
BRADFORD INDUSTRIAL SP	PO0155577	FREON/TOOLS	126.89
CAP FLEET UPFITTERS, L	PO0155577	TABLET MOUNT INSTALLATION	130.00
DOLLAR-GENERAL #2002	PO0155577	RETIREMENT RECEPTION	14.00
FOUR J'S TIRE SERV	PO0155577	V2021 TIRES (4)	348.12
FOUR J'S TIRE SERV	PO0155577	V2061 TIRES (2)	186.70
FOUR J'S TIRE SERV	PO0155577	V2135 TIRES (2)	153.52
GALLS	PO0155577	V2066 ARMREST	46.02
HOBBY-LOBBY #0008	PO0155577	CUSTOM FRAME	43.99

PURCHASING CARD CLAIMS LIST

5-21-19

JUMBO FOODS	PO0155577	RETIREMENT RECEPTION	54.91
KUM & GO #880	PO0155577	V2081 FUEL/EOD TRANSPORT	30.49
MUNN SUPPLY	PO0155577	ARGON GAS/WELDER	35.70
OPCTF	PO0155577	REGISTRATION (4)/OPCTF TRAINING	100.00
PIZZA HUT #029878	PO0155577	RETIREMENT RECEPTION	264.70
SECRETARY OF STATE	PO0155577	NOTARY RENEWAL (2)	41.60
SHERATON HOTEL	PO0155577	LODGING/OHSO TRAINING/R KING	108.42
STEVENS FORD	PO0155577	V2043 SEATBELT	659.67
USPS PO 3928270415	PO0155577	SHIPPING FEES	51.53
VETERINARY MEDICAL EXM	PO0155577	LICENSE RENEWAL (2)	85.50
WALGREENS #5531	PO0155577	BATTERIES	17.97

POLICE TOTAL	2,502.52
---------------------	-----------------

FUND 60 DEPT 605 - EECCH

PAYPAL *LOGMEIN INC	PO0155577	LOGMEIN SUBSCRIPTION	59.69
---------------------	-----------	----------------------	-------

EECCH TOTAL	59.69
--------------------	--------------

FUND 65 DEPT 655 - FIRE

AMAZON.COM*MN2ZM1TE1	PO0155577	SLIDE HAMMER PULLER	127.97
AMAZON.COM*MZ5EM4WE1	PO0155577	PHONE CASE	28.11
AMAZON.COM*MZ7MG3YR1	PO0155577	V1042 V1043 RADIATOR CAPS (2)	16.35
AMZN MKTP US*MZ8ZG7D02	PO0155577	TIE ROD REMOVER TOOL/RIVETS/RADIATOR CAPS	140.90
AMZN MKTP US*MZ0DY39V0	PO0155577	V1034 RADIATOR CAP	6.70
BLT* HEADLIGHTS	PO0155577	V1008 LEFT HEADLIGHT	56.98
BRICKTOWN BREWERY OWAS	PO0155577	MEAL (2)/STATE FIRE SCHOOL	19.85
CHICK-FIL-A #01876	PO0155577	MEAL (2)/FIRE ACADEMY	13.10
COLTONS STEAK HOUSE	PO0155577	MEAL (2)/FIRE ACADEMY	47.21
DMI* DELL HLTHCR/PTR	PO0155577	DESKTOP/ZETRON SYSTEM	923.12
DOWNTOWN THREADS	PO0155577	SHIRTS (12)/CITIZEN FIRE ACADEMY	168.88
ELEARNING AMERICAN HEA	PO0155577	ONLINE TRAINING/J STEPHAN	34.00
HOMES TO SUITES BY HIL	PO0155577	LODGING (4)/FIRE ACADEMY	658.00
IHOP #3201	PO0155577	MEAL (4)/FIRE ACADEMY	46.00
KUM & GO #881	PO0155577	V1016 FUEL/FIRE ACADEMY	42.00
MSC	PO0155577	PLIER THREADED INSERT TOOL	172.54
OLIVE GARDEN 100017780	PO0155577	MEAL (2)/FIRE ACADEMY	55.91
OPCTF	PO0155577	OPCTF TRAINING (3)	75.00
OUTBACK 3722	PO0155577	MEAL (2)/FIRE ACADEMY	74.26
PTG OF OKLAHOMA CITY	PO0155577	V1031 POWER STEERING PUMP	546.38
ROBERT'S & SON, INC.	PO0155577	V1040 ALTERNATOR REGULATOR	356.24
RYDER FLEET PRODUCTS	PO0155577	LIGHTS (24)/CONNECTOR RELAYS	145.81
TACO BELL #29977	PO0155577	MEAL (2)/FIRE ACADEMY	14.96
TEXAS ROADHOUSE #2138	PO0155577	MEAL (2)/FIRE ACADEMY	36.05
THE MAIL ROOM LLC	PO0155577	SHIPPING FEES	12.44
UNITED LINEN	PO0155577	SHOP/KITCHEN TOWELS	37.72
USA*USA*ATRIUM GRILL E	PO0155577	MEAL/FIRE ACADEMY/G WILLIAMS	2.17
WAL-MART #0499	PO0155577	AED BACKPACK	18.97
WATEROUS COMPANY	PO0155577	V1039 NUT REPLACEMENT KIT/OIL SEALS (2)	185.62
WPSG, INC	PO0155577	CLEANER	36.98

FIRE TOTAL	4,100.22
-------------------	-----------------

FUND 99 DEPT 995 - EPTA

CHRYSLER JACKSON CHRYS	PO0155577	V8578 ENGINE LEAK	694.11
UPS (800) 811-1648	PO0155577	SHIPPING FEES	29.18

EPTA TOTAL	723.29
-------------------	---------------

JP MORGANCHASE CLAIMS LIST TOTAL	\$ 49,269.85
---	---------------------

City Commission Meeting

11.1.

Meeting Date: 05/21/2019

SUBJECT:

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

City Commission Meeting

11.2.

Meeting Date: 05/21/2019

Submitted By: Korina Crawford, Executive Assistant

SUBJECT:

CONSIDER APPROVAL AND AUTHORIZE EXECUTION OF THE FIRST AMENDMENT TO THE AGREEMENT FOR OPERATIONS, MAINTENANCE, AND MANAGEMENT SERVICES FOR WATER RECLAMATION FACILITY BETWEEN STOVER & ASSOCIATES, INC. AND THE ENID MUNICIPAL AUTHORITY.

BACKGROUND:

The Stover Group has been operating and managing the Enid Municipal Authority's Water Reclamation Plant since 2014. The agreement contemplates two extensions. This amendment, if approved, would extend the agreement that would expire on June 6, 2019, to June 6, 2024. The parties can exercise the second extension by providing notice as required in Section 1.2 at least six months prior to June, 2024.

RECOMMENDATION:

Approve execution of First Amended Agreement to extend the term until June 6, 2024.

PRESENTER:

Carol Lahman, City Attorney.

Attachments

Stover Contract

**FIRST AMENDMENT TO THE AGREEMENT FOR OPERATIONS, MAINTENANCE,
AND MANAGEMENT SERVICES FOR WATER RECLAMATION FACILITY**

This First Amendment to the Agreement for Operations, Maintenance and Management Services for Water Reclamation Facility dated May 6, 2014 between Stover & Associates, Inc., an Oklahoma corporation, doing business under the trade name, The Stover Group, (“TSG”) and the Enid Municipal Authority, an Oklahoma Public Trust (“EMA”) shall become effective on June 5, 2019, after execution by the parties.

RECITALS

WHEREAS, TSG has been under contract to operate and maintain the EMA’s Water Reclamation Facility since 2014;

WHEREAS, the Agreement between TSG and the EMA terminates on June 6, 2019 but provides an option for extensions;

WHEREAS, both TSG and the EMA desire to extend the existing contract;

NOW THEREFORE, in consideration of the mutual covenants, agreements, conditions, and terms contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

The Parties agree to extend the contract for the “First Extended Term” for a period of five years from June 6, 2019 through June 6, 2024 at 11:59 p.m. pursuant to Section 1.2 of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Amended Agreement to be effective on June 5, 2019.

Date Signed: _____

“EMA”
THE ENID MUNICIPAL AUTHORITY,
An Oklahoma Public Trust

George C. Pankonin, Chairman

ATTEST:

Alissa Lack, Secretary

ACKNOWLEDGMENT

State of Oklahoma)
) ss.
County of Garfield)

Be it remembered, that on this _____ day of _____, 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Goerge C. Pankonin, Chairman of the Enid Municipal Authority, an Oklahoma Public Trust, to me known to me to be the same person who executed, as such official, the within instrument on behalf of and with the authority of said City, and such person duly acknowledged the execution of the same to be the free act and deed of said City.

In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year last written above.

Notary Public

“TSG”
STOVER & ASSOCIATES, INC., doing business
under trade name, THE STOVER GROUP

By: _____
Name: Michael L. Teter
Title: Executive Vice President

Date: _____

ACKNOWLEDGMENT

State of Oklahoma)
) ss.
County of _____)

This instrument was acknowledged before me on the ____ day of _____, 2019 by Michael L. Teter, Executive Vice President of Stover & Associates, Inc., an Oklahoma corporation doing business under trade name The Stover Group.

(Signature of notarial officer)

(Seal, if any)

Title (and Rank)

(My commission expires: _____)

(My commission #: _____)

City Commission Meeting

11.3.

Meeting Date: 05/21/2019

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$342,885.88.

City Commission Meeting

14.1.

Meeting Date: 05/21/2019

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: 05/21/2019

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$49,409.73.

City Commission Meeting

17.1.

Meeting Date: 05/21/2019

SUBJECT:

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

City Commission Meeting

17.2.

Meeting Date: 05/21/2019

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$1,558.15.

City Commission Meeting

20.

Meeting Date: 05/21/2019

Submitted By: Korina Crawford, Executive Assistant

SUBJECT:

CONSIDER CONVENING INTO EXECUTIVE SESSION TO DISCUSS PENDING LITIGATION, MELVIN KEY V. CITY OF ENID, AND AUTHORIZE REPRESENTATIVES WITH SETTLEMENT AUTHORITY TO ATTEND A MEDIATION ON MAY 29, 2019; AND RECONVENE INTO REGULAR SESSION TO TAKE ANY ACTION AS IS DEEMED APPROPRIATE AND NECESSARY.

BACKGROUND:

The City Attorney recommends that the Mayor and Board of Commissioners go into Executive Session pursuant to 25 O.S. 307 (B)(4), pending litigation, and the attorney client privilege and engage in confidential communication between the public body and its attorney concerning this matter since disclosure would seriously impair the ability of the public body to proceed appropriately.

RECOMMENDATION:

Convene into Executive Session.

PRESENTER:

Carol Lahman, City Attorney.
