



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 18th day of June, 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 JUNE 6, 2019.
5. AWARDS, PRESENTATIONS, PROCLAMATIONS, AND ORGANIZATIONAL BUSINESS.
 1. PRESENT PET AVAILABLE FOR ADOPTION AT THE CITY ANIMAL SHELTER.
 2. CONSIDER AN APPOINTMENT TO THE SPECIAL SALES TAX OVERSIGHT COMMITTEE.
 3. CONSIDER AN APPOINTMENT TO THE BOARD OF ADJUSTMENT.
6. ADMINISTRATION.

1. **CONSIDER A RESOLUTION AMENDING THE 2018-2019 ENID EVENT CENTER AND CONVENTION HALL FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$100,000.00 TO INCREASE THE 2018-2019 APPROPRIATED AMOUNTS FOR THE ENID EVENT CENTER AND CONVENTION HALL DEPARTMENT.**

7. **CONSENT.**

1. **ACCEPT AND AUTHORIZE PAYMENT FOR A TEMPORARY CONSTRUCTION EASEMENT FROM BILLIE GENE CAMPBELL, ENID, GARFIELD COUNTY, OKLAHOMA FOR THE LEONA MITCHELL BOULEVARD BRIDGE RECONSTRUCTION, PROJECT NO. R-1911C, IN THE AMOUNT OF \$500.00.**

2. **AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS ASSOCIATED WITH THE CONTRACT AWARDED TO SCISSOR TAIL CONSTRUCTION, BROKEN ARROW, OKLAHOMA, FOR PROJECT NO. M-1910C, THE MEADOWLAKE GOLF COURSE MAINTENANCE BUILDING, IN THE AMOUNT OF \$126,041.00.**

3. **APPROVE CHANGE ORDER NO. 4 WITH LUCKINBILL, INC., ENID, OKLAHOMA, FOR THE 2017 SANITARY SEWER POINT REPAIRS, PROJECT NO. S-1704, IN THE AMOUNT OF \$191,521.11, AND AUTHORIZE THE MAYOR TO EXECUTE CHANGE ORDER.**

4. **APPROVE CHANGE ORDER NO. 4 WITH CIMARRON CONSTRUCTION COMPANY FOR THE BROADWAY AVENUE WATERLINE RELOCATION, PROJECT NO. W-1801C, IN THE AMOUNT OF \$235,709.00 AND ADDING 180 DAYS, AND AUTHORIZE THE MAYOR TO EXECUTE RELATED DOCUMENTS.**

5. **APPROVE CHANGE ORDER NO. 1 WITH HENSON CONSTRUCTION COMPANY FOR THE BOAT DOCK AT MEADOWLAKE PARK, PROJECT NO. P-1703C, IN THE AMOUNT OF \$3,635.00, AND AUTHORIZE THE MAYOR TO EXECUTE RELATED DOCUMENTS.**

6. **ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM CURBY-BLAKE FAMILY REVOCABLE LIVING TRUST, OF NOBLE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R3, PARCEL NO. N-047, IN THE AMOUNT OF \$10,625.00, AND AUTHORIZE PAYMENT.**

7. **ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM HEDRICK MYERS, LLC, OF NOBLE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R3, PARCEL NO. N-045, IN THE AMOUNT OF \$20,425.00, AND AUTHORIZE PAYMENT.**

8. **ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM MAXIE DELBERT ODENWALD, OF NOBLE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R3, PARCEL NO. N-028, IN THE AMOUNT OF \$14,950.00, AND AUTHORIZE PAYMENT.**

9. ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM DONAL FLOYD HEIMBACH, OF NOBLE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R3, PARCEL NO. N-026 IN THE AMOUNT OF \$20,825.00, AND AUTHORIZE PAYMENT.
10. ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM H.B. EVANS, OF NOBLE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R3, PARCEL NO. N-011, IN THE AMOUNT OF \$21,525.00, AND AUTHORIZE PAYMENT.
11. ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM TONY RAY FATH, THE ROY C. FATH LIVING TRUST, THE SHELLY JO COULTER TRUST, BRIAN HEMBREE, NINA GESCHWIND, TARA HEMBREE-GOLDMAN, AND THE JEMISON FAMILY IRREVOCABLE TRUST, OF KAY COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R1, PARCEL NO. K-095, IN THE AMOUNT OF \$10,800.00, AND AUTHORIZE PAYMENT.
12. ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM SHIRLEY A. KLINGER, OF KAY COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R1, PARCEL NO. K-039, IN THE AMOUNT OF \$9,825.00, AND AUTHORIZE PAYMENT.
13. ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM THE PONCA CITY UTILITY AUTHORITY, OF KAY COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R1, PARCEL NO. K-011, IN THE AMOUNT OF \$15,150.00, AND AUTHORIZE PAYMENT.
14. AWARD A PROFESSIONAL SERVICES CONTRACT WITH RSM US LLP, OKLAHOMA CITY, OK, IN THE AMOUNT OF \$88,170.00 TO COMPLETE FINANCIAL STATEMENT PREPARATION; THE INDEPENDENT AUDITOR'S REPORT ON THE FINANCIAL STATEMENTS OF THE CITY OF ENID, OKLAHOMA AND ITS RELATED AUTHORITIES; COMPLETE THE SINGLE-AUDIT COMPLIANCE AUDIT; AND THE STATE AUDITOR AND INSPECTOR FORM 2643.
15. APPROVAL OF CLAIMS IN THE AMOUNT OF \$3,437,958.34.
8. RECESS TO CONVENE AS THE ENID MUNICIPAL AUTHORITY.
9. TRUSTEES OF THE ENID MUNICIPAL AUTHORITY REGULAR MEETING.
10. ENID MUNICIPAL AUTHORITY REGULAR MEETING.
1. APPROVE A CONTRACT BETWEEN FREDRICK AND MARY KATHRYN LORENZ AND THE ENID MUNICIPAL AUTHORITY FOR WATER RIGHTS PURCHASE AND TRANSFER OF WATER PERMIT 2011-672 FOR CONCURRENT USE OF 133 ACRE-FEET A YEAR FOR THE AMES #6 GROUNDWATER WELL, AND GIVE AUTHORITY TO THE CHAIRMAN OF THE EMA TO EXECUTE CONTRACT DOCUMENTS.
2. APPROVAL OF CLAIMS IN THE AMOUNT OF \$124,375.58.

11. **ADJOURN TO CONVENE AS THE ENID ECONOMIC DEVELOPMENT AUTHORITY.**
12. **TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY REGULAR MEETING.**
13. **ENID ECONOMIC DEVELOPMENT AUTHORITY REGULAR MEETING.**
 1. **APPROVAL OF CLAIMS IN THE AMOUNT OF \$5,000.00.**
14. **ADJOURN TO CONVENE AS THE ENID PUBLIC TRANSPORTATION AUTHORITY.**
15. **TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY REGULAR MEETING.**
16. **ENID PUBLIC TRANSPORTATION AUTHORITY REGULAR MEETING.**
 1. **AWARD A PROFESSIONAL SERVICES CONTRACT WITH RSM US LLP, OKLAHOMA CITY, OKLAHOMA TO COMPLETE THE 2018-2019 ENID PUBLIC TRANSPORTATION AUTHORITY VEHICLE REVENUE MILEAGE AUDIT, IN THE AMOUNT OF \$4,000.00.**
 2. **APPROVAL OF CLAIMS IN THE AMOUNT OF \$15,005.36.**
17. **ADJOURN TO RECONVENE AS THE ENID CITY COMMISSION.**
18. **PUBLIC COMMENTS.**
19. **CONSIDER CONVENING INTO EXECUTIVE SESSION TO DISCUSS AN ECONOMIC DEVELOPMENT OPPORTUNITY WITHIN THE LAHOMA COURTS DEVELOPMENT AND RECONVENE INTO REGULAR SESSION TO TAKE ANY NECESSARY ACTION.**
20. **ADJOURN.**

City Commission Meeting

4.

Meeting Date: 06/18/2019

SUBJECT:

CONSIDER APPROVAL OF MINUTES OF THE REGULAR COMMISSION MEETING OF JUNE 6, 2019.

Attachments

Minutes

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,
AND TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY, A PUBLIC TRUST
HELD ON THE 4TH DAY OF JUNE 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 4th day of June 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 3rd day of June 2019.

-MAYOR AND BOARD OF COMMISSIONERS-

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

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

ABSENT: Commissioner Allen.

Staff present were City Manager Jerald Gilbert, City Attorney Carol Lahman, City Clerk Alissa Lack, Chief Financial Officer Erin Crawford, Director of Engineering Services Chris Gdanski, Public Works Director Everett Glenn, Planning Administrator Chris Bauer, Fire Chief Joe Jackson, Police Captain Bryan Skaggs, Director of Marketing and Public Relations Steve Kime, Human Resources Director Sonya Key, and Ex-Officio Member Col. Corey Simmons.

Pastor Matt Spann of the Cherokee Strip Association gave the Invocation, and the Flag Salute was led by Col. Corey Simmons.

Motion was made by Commissioner Ezzell and seconded by Commissioner Waddell to approve the minutes of the regular Commission meeting of May 21, 2019 and the special meeting of May 23, 2019, and the vote was as follows:

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

NAY: None.

Animal Adoption Coordinator Charlet Ringwald presented “Theseus”, a 1 to 2-year-old male Rottweiler mix available for adoption at the Enid Animal Shelter.

A legislative update was provided by Legislative Consultant Curt Roggow.

It was noted that the previous Friday, May 31, 2019 had been the end of session.

Mr. Roggow provided a brief overview of the state budget, and explained that this had been a historic year for appropriations. \$8.1 billion had been appropriated. \$200 million had been placed in Oklahoma’s savings account, to begin storing funds to reach a goal of more than \$1 billion to help protect core services and in an effort to prevent the occurrence of another shortfall.

There was a \$203 million increase appropriated for public education and included the following:

- \$2.3 million for teacher pay raises – an average \$1,220 per teacher
- \$5.5 million for the Reading Sufficiency Act
- \$74.3 million for local schools to hire additional teachers, counselors, social workers, or other unique need for their districts

Appropriations for government modernization included:

- \$37.7 million for additional state employee raises of up to \$1,300
- \$15 million for digital transformation of state government services to enhance transparency
- \$1.7 for the creation of the Legislative Office of Fiscal Transparency
- \$700,000 to hire more auditors at the State Auditor’s Office

Appropriations for roads and bridges included fully funding an 8-year plan for the Oklahoma Department of Transportation (ODOT), and restoring \$30 million in funding to CIRB supporting county roads.

For Public Safety, funding was prioritized for two new Trooper academies, to add eighty more new Troopers in 2020. Also included was a \$2.00 per hour raise for state correctional officers, which was a 14% pay raise. Additionally, \$1 million was appropriated to help reduce the backlog of untested rape kits.

Appropriations for jobs and economic development included:

- \$19 million for the Quick Action Closing Fund to prioritize recruitment opportunities to grow Oklahoma
- \$1 million for additional growth in the automotive and aerospace industries
- \$1 million to assist new entrepreneurs and small business innovators in science and technology
- \$5.3 million for the Corporation Commission to modernize and expedite permit processing for energy development

Appropriations for health care included:

- \$62.8 million to support physician training for rural hospitals
- \$105 million to increase provider rates for physicians, hospitals and nursing homes
- \$29 million saved to a new preservation fund to preserve Medicaid provider rates
- \$10 million to decrease the Developmental Disability Services wait list and increase provider rates
- \$4.6 million to increase immunizations and staff county health departments throughout the state

Issues addressed in legislation included the following:

- Auxiliary Containers – also known as the “Trash Bag Bill”, prohibits political subdivisions from taxing, restriction, and regulation of auxiliary containers
- Golf Course Alcohol – permits the sale of alcohol for off-premises consumption by golf courses
- Military and Wind Energy – requires that new wind energy construction receive determinations of no hazard and resolve any potential complaints or concerns on the part of nearby military facilities before beginning construction
- Municipal Firearms – allows certain municipal personnel to carry firearms of public property if approved by the board of council, and allows for the payment of related training programs for employees

- Medical Marijuana – provides provisions related to medical marijuana, clarifies zoning restrictions and standards, permits nurse practitioners to provide medical marijuana recommendations

Additionally, Mr. Roggow spoke regarding legislation pertaining to the Greer Center Facility, explaining the facilities were in need of repair and that there were discussions that had started regarding shutting down the property, except for the building in the northwest corner of the property. He also explained that approximately \$16 million would be needed to close down that property.

Brief discussion was held regarding two bills pertaining to this issue that had been vetoed by the Governor, but were addressed in the veto message, where the Governor gave power to the Department of Human Services to spend money, in collaboration with legislation and the governor’s office.

Following said discussion, the legislative update concluded.

Motion was made by Commissioner Ezzell and seconded by Commissioner Waddell to approve the appointments of commissioners to the following boards and commissions, as listed, and the vote was as follows:

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

NAY: None.

- | | |
|-------------------------|--|
| Mayor Pankonin: | Autry Advisory and Selection Committee, Cherokee Strip Foundation, Enid Regional Development Alliance, and Vance Development Authority |
| Commissioner Allen: | Community Development Block Grant Commission and Park Board |
| Commissioner Waddell: | Enid First Committee |
| Commissioner Stallings: | Enid Regional Development Alliance, Kaw Lake Sales Tax Funding Oversight Committee, and Walk of Fame |
| Commissioner Mason: | 911 Board of Enid, Garfield & Major Counties, Metropolitan Area Planning Commission, and Public Arts Commission of Enid |

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

Mike Stuber Commissioner Norwood, Ezzell, Waddell, Stallings, Mason and Mayor Pankonin

Mr. Mike Stuber was appointed to fill an unexpired term on the commission through March 1, 2020.

Ballots were taken as follows for the Park Board:

James Cheatham Commissioner Norwood, Ezzell, Waddell, Stallings, Mason and Mayor Pankonin

Mr. James Cheatham was appointed to fill an unexpired term on the board through March 1, 2020.

Motion was made by Commissioner Ezzell to approve the reappointment of Mr. Ramon Nunez and Mr. Billy Sneed to the Public Access Television Advisory Board.

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

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

NAY: None.

Mr. Nunez and Mr. Sneed will serve on the board through June 30, 2022.

Interim City Engineer Murali Katta spoke regarding a proposed project for the Meadowlake Golf Course Maintenance Building, explaining that the plan was to build a 50' x 100' metal building near the access road by Richland. The building would include restrooms and office space.

Brief discussion was held regarding the phasing of the project, and it was noted that there was \$160,000.00 in the current fiscal year fund for this part of the project, \$200,000.00 had been budgeted for the next fiscal year, and then staff would come back before commissioners with the third piece to ask for additional funding, through a change order.

Motion was made by Commissioner Ezzell and seconded by Commissioner Waddell to award a contract to Scissor Tail Construction, LLC, Broken Arrow, Oklahoma, for Project M-1910C, Meadowlake Golf Course Maintenance Building, in the amount of \$126,041.00, and the vote was as follows:

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

NAY: None.

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

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

NAY: None.

- (1) Approval of agreement with the Town of Lahoma for animal control services; and authorize Mayor to execute said agreement;
- (2) Approval to renew the Administrative Services Agreement with Bluecross/Blueshield of Oklahoma for third-party administration of the City of Enid's self-funded employee health insurance plan, Cobra administration, and stop loss coverage;
- (3) Approval of purchase award to Altec Industries, Corydon, Indiana, for a 2020 Ford F-550 Chassis with an articulating telescopic aerial device for the Public Works Division, in the amount of \$154,987.00;
- (4) Approval to execute a Professional Services Agreement with Invoice Cloud, Inc., a Delaware Corporation, to provide an automated payment system to integrate with the Cogsdale Utility Billing Software Platform;
- (5) Approval of contract award for Project No. F-1812C, Pave Channel from west of Mayberry Street to Hoover Street, to the lowest, responsible bidder, EMC Services, LLC, Oklahoma City, Oklahoma, in the amount of \$82,015.00;
- (6) Approval of contract award for Project No. F-1903C, Willow Road Box Culvert east of Garland Road on Garland Tributary, to Rick Lorenz Construction, Inc., Enid, Oklahoma, in the amount of \$357,281.06; and authorize the Mayor to execute all contract documents;
- (7) Approval of contract award for Project No. M-1902C, 2019 ADA Compliance Program at Garfield Elementary School, to Waterfront Construction, Oklahoma City, Oklahoma, in the amount of \$153,300.50;

- (8) Approval of contract award for Project No. W-1810C, 20-inch Pressure Relief System, to Luckinbill, Inc., Enid, Oklahoma, in the amount of \$83,975.00;
- (9) Approval for the Mayor to execute all contract documents for Project No. R-1903C, ADM Truck Lane, previously awarded to Rick Lorenz Construction, Inc., Enid, Oklahoma, in the amount; of \$128,654.28, at the meeting of May 6, 2019;
- (10) Approval of Change Order No. 1 with Cummins Construction Company, Inc. for Project No. R-1902C, 2019 Arterial Street Resurfacing Program for milling and overlaying West Broadway Avenue from North Washington Street to North Monroe Street, in the amount of \$144,373.00;
- (11) Approval of Change Order No. 1 with L.D. Kemp Excavating for Project No. M-1801C1, to add 1.4 acres to the original cell size, in the amount of \$386,340.71, increasing the contract amount to \$1,324,056.11; and add an additional 35 days to the length of the contract;
- (12) Approval of Change Order No. 1 with Rick Lorenz Construction, Enid, Oklahoma, for Project No. P-1906C, Crosslin Park Sidewalk Improvements, to construct an accessible route around the newly constructed softball fields, in the amount of \$2,525.18;
- (13) Approval of Amendment No. 1 to the Professional Engineering Services Agreement with Freese and Nichols, Inc., for Project No. R-1911A, Design of the 400 Block of East Randolph Avenue Bridge, to add the complete design and construction plans for the reconstruction of the bridge and approaches at the 400 block of East Randolph Avenue, in the amount of \$166,100.00, resulting in a revised contract amount of \$404,510.00;
- (14) Acceptance of the following described Permanent Utility Easement and Temporary Waterline Easement from Sam and Denise Case, for a part of the SW/4 of Section 1, Township 24 North, Range 1 West of the Indian Meridian, Noble County, State of Oklahoma, for development in the Kaw Lake Water Supply Program, Project W-1912R3, Parcel No. N-055, in the amount of \$19,150.00; and authorize payment;

(Copy Description)

- (15) Acceptance of the following described Permanent Utility Easement and Temporary Waterline Easement from Sam and Denise Case, for the E/2 of the SE/4 of Section 22, Township 24 North, Range 2 West of the Indian Meridian, Noble County, State of Oklahoma, for development in the Kaw Lake Water Supply Program, Project W-1912R3, Parcel No. N-035, in the amount of \$10,650.00; and authorize payment;

(Copy Description)

- (16) Acceptance of the following described Drainage Easement from Grace Bible Church, for a tract of land lying in the SW/4 of NE/4 of Section 36, Township 23 North, Range 7 West of the Indian Meridian, Garfield County, Oklahoma, to provide right-of-way to allow for construction and maintenance of a drainage channel for the softball complex, in Project No. M-1701, in the amount of \$1,500.00;

- (17) Rejection of the bid submitted for Project No. R-1905C, Signal Light Pole Replacement, due to the bid significantly exceeding the Engineer's estimate, as provided for in paragraph 3.23 of the City of Enid Finance Procedures Manual;

and

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

(List Claims)

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

- TRUSTEES OF THE ENID MUNICIPAL AUTHORITY -

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

ABSENT: Trustee Allen.

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

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

ABSENT: Trustee Allen.

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

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

ABSENT: Trustee Allen.

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

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

NAY: None.

(List Claims)

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

- MAYOR AND BOARD OF COMMISSIONERS -

Ms. Diane Levesque, 1324 West Oak Avenue, spoke regarding monarch butterflies, milkweed, and mowing. Additionally, she expressed concern regarding staffing at Enid Public Television.

There being no further business to come before the Board at this time, Mayor Pankonin adjourned the meeting at 5:49 P.M.

City Commission Meeting

5.2.

Meeting Date: 06/18/2019

Submitted By: Alissa Lack, City Clerk

SUBJECT:

CONSIDER AN APPOINTMENT TO THE SPECIAL SALES TAX OVERSIGHT COMMITTEE.

BACKGROUND:

The term for the Ward 1 Representative to the Special Sales Tax Oversight Committee has expired. Members of this committee are recommended for appointment by the Commissioner of each respective Ward, and the At-Large Representative by recommendation of the Mayor.

The most recent term for this position expired March 1, 2019. Current Commissioner Jerry Allen served as the Ward 1 Representative prior to being seated as a City Commissioner. Commissioner Allen has recommended Dr. Gerald Weinand for consideration.

If approved, Dr. Weinand will serve on the committee through March 1, 2022.

RECOMMENDATION:

Consider appointment.

PRESENTER:

Jerald Gilbert, City Manager

City Commission Meeting

5.3.

Meeting Date: 06/18/2019

Submitted By: Alissa Lack, City Clerk

SUBJECT:

CONSIDER AN APPOINTMENT TO THE BOARD OF ADJUSTMENT.

BACKGROUND:

One vacancy exists due to the resignation of Mr. Mike Stuber, who was recently appointed to the Metropolitan Area Planning Commission (MAPC). One applicant, Ms. Tillie Sewell, is submitted for consideration of appointment to fill an unexpired term on the Board of Adjustment. If approved, Ms. Sewell will serve through March 1, 2020. A copy of Ms. Sewell's application is attached for consideration.

RECOMMENDATION:

Consider appointment.

PRESENTER:

Jerald Gilbert, City Manager

Attachments

Application



CITY OF ENID
ADVISORY COMMISSION APPLICATION FORM

NAME Estela Y. Sewell "Tillie"

HOME ADDRESS 1405 W. Cherokee

MAILING ADDRESS same Cell: 580/541-3785

HOME PHONE 580/233-1405 BUSINESS PHONE 580/366-7110

EMAIL ADDRESS tilliesewell@suddenlink.net

COMMISSION WARD 5

ADVISORY COMMISSION PREFERENCE(S):

METRO Commission

RESIDENCE HISTORY: Have lived at 1405 W. Cherokee since Aug. 1974

EDUCATIONAL BACKGROUND: High school graduation from N.R.Crozier Tech High Dallas, TX

WORK HISTORY: Enid Public Schools since Aug. 1980, getting ready to retire 6/12/19

CIVIC, COMMUNITY ACTIVITIES: AM TOO Ambucus, Chamber of Commerce Ambassador Enid Community Clinic, President of Waverly Historic Distric, Member of Vance Air Force Association, Chosen first female on Pillar of the Plainses 2003 past Brd.member of Salvation Army, and YMCA. Member of St.France Xavier Church

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: 9 years

Past Brd. member of METRO

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

Enjoy helping out with helpful information as to what is happening in
the community.

REFERENCES:

Nancy Chodrick

580/616-7265

Jane Martin

580/237-7171

OTHER COMMENTS: Wanting to keep busy with activities in the community.

RESUME ATTACHED: (YES) _____ (NO) X , but Newspaper article

SIGNATURE



DATE

2/21/19

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

FACES

'Jewels in the crown': Woman has a storied volunteer career

By Sally Asher
Staff Writer

Tillie Sewell has her fingers in all kinds of pies.

Since coming to Enid in 1974, Sewell has been involved in AMBUCS, serving twice as chapter president; a member of the Air Force Association; an ambassador for the Greater Enid Chamber of Commerce; current president of the Waverly Historic Neighborhood Association, and more.

Sewell serves as the special education secretary to the compliance coordinator with Enid Public Schools, where she gathers the necessary confidential information for incoming special education students.

"I make certain we have everything here our school system will need to properly give the kids the education for whatever disability they have," she said.

Sewell joined the EPS family in 1980 as a part-time employee, she said.

"I was given the position of calling for substitute teachers," she said, adding that then-superintendent Jack Webb created the position for her.

"I'd go in at 6 in the morning and work for three hours,



Tillie Sewell answers questions during an interview at Public Library of Enid and Garfield County. (Staff Photo by BONNIE VCULEK)

and then go back in after lunch and work three hours then," she said.

Webb told her it was a part-time position, morning and afternoon, she said.

"I said, 'I'll take the afternoons.' He said, 'No, no, no, you come in the morning and you come in the afternoon.' I

said, 'Oh, OK,'" she laughed. "That's how that position got started, but with all the technology now, substitutes know they need to get online and see what kind of job they would like to teach. That position was eliminated."

See SEWELL, Page A3

SEWELL

Continued from Page A1

Sewell worked that job for eight years before her current position became available, and technological changes followed here there.

"We had confidential folders for each special ed child that I took care of, about 1,400 of them," she said. "And in December, they took 37 file cabinets from me and put all the folders on the computer."

Sewell also interprets for Hispanic patients at the Enid Community Clinic, and ministers communion for the Hispanic community at St. Francis Catholic Church, where she also serves as bridal coordinator; interpretation comes naturally to Sewell because, growing up in Dallas, English was her second language.

"I can speak Spanish fluently. We were not allowed to speak Spanish in school, back in the dark ages," she laughed wryly. "But if our teacher caught us speaking Spanish to anyone on the playground during recess, we would be punished."

"But now they're teaching Spanish in schools."

With all her volunteering — 172 hours in the past year — Sewell doesn't have much free time, but she says she likes it that way.

"There's always something taking place that I can help with," she said. "I feel lost when I'm not doing something. I guess I would say I'm a workaholic. I've got to be doing something and I'm completely lost if I'm not."

Sewell has given so much of her time and energy to the Enid community that two fellow volunteers nominated her for the Pillar of the Plains in 2003.

Sharyne Mahaffey, who works with Sewell in AMBUCS, and Shirley Marquardt, who works with her in the Waverly

Historical Society, nominated Sewell in 2003, making her the first female nominee.

Bert Mackie ultimately won that year's award.

"Tillie's commitment to the community is clearly demonstrated through her volunteer work,"

Marquardt wrote in her recommendation, which was printed in the Enid News & Eagle on Dec. 30, 2003.

Other jewels in Sewell's crown include serving on the United Way Strategic Planning Committee; nine years on the Metropolitan Area Planning Committee; Ambassador of the Year in 2000 for the Greater Enid Chamber of Commerce; service as secretary for the Salvation Army board; and serving on the St. Francis Xavier Catholic Church parish board.

Sewell leads a busy and full life, and said retirement isn't on the horizon yet, but she wouldn't have it any other way.

"I just like to help people," she said.

"There's always something taking place that I can help with. I feel lost when I'm not doing something."

- Tillie Sewell

City Commission Meeting

6.1.

Meeting Date: 06/18/2019

Submitted By: Erin Crawford, Chief Financial Officer

SUBJECT:

CONSIDER A RESOLUTION AMENDING THE 2018-2019 ENID EVENT CENTER AND CONVENTION HALL FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$100,000.00 TO INCREASE THE 2018-2019 APPROPRIATED AMOUNTS FOR THE ENID EVENT CENTER AND CONVENTION HALL DEPARTMENT.

BACKGROUND:

Lodging tax revenues are projected to come in approximately \$255,000.00 higher than budgeted for the 2018-2019 fiscal year. The appropriations in the Enid Event Center and Convention Hall department must be increased to pay out the Garfield County portion of the lodging tax received. Funds are available to appropriate from current year lodging tax revenues.

RECOMMENDATION:

Approve resolution.

PRESENTER:

Erin Crawford, Chief Financial Officer.

Fiscal Impact

Budgeted Y/N: N

Amount: \$100,000.00

Funding Source:

EECCH Fund current year revenues

Attachments

Resolution

RESOLUTION

A RESOLUTION AMENDING THE 2018-2019 ENID EVENT CENTER AND CONVENTIONAL HALL BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$100,000.00 TO INCREASE THE 2018-2019 APPROPRIATED AMOUNTS FOR THE ENID EVENT CENTER AND CONVENTION HALL DEPARTMENT.

WHEREAS, lodging taxes in the Event Center Fund are projected to be approximately 19% higher than budgeted for fiscal year 2018-2019; and

WHEREAS, the appropriated amounts for the 2018-2019 Enid Event Center and Convention Hall Fund must be increased by an additional \$100,000.00 to pass through **Garfield County's portion of lodging** tax revenues; and

WHEREAS, lodging tax funds collected during the 2018-2019 fiscal year and are available to be appropriated;

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 ENID EVENT CENTER AND CONVENTION HALL DEPARTMENT:

FUND 60 EECCH	
EECCH Department	\$100,000.00

Adopted this 18th day of June 2019.

Mayor

(Seal)

ATTEST:

City Clerk

City Commission Meeting

7.1.

Meeting Date: 06/18/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

ACCEPT AND AUTHORIZE PAYMENT FOR A TEMPORARY CONSTRUCTION EASEMENT FROM BILLIE GENE CAMPBELL, ENID, GARFIELD COUNTY, OKLAHOMA FOR THE LEONA MITCHELL BOULEVARD BRIDGE RECONSTRUCTION, PROJECT NO. R-1911C, IN THE AMOUNT OF \$500.00.

BACKGROUND:

The Leona Mitchell Boulevard Bridge deck replacement project requires the acquisition of a temporary construction easement in order to complete the necessary work. This location is generally described as follows:

A tract of land located in part of the SE/4 of Section 18, Township 22 North, Range 6 West of the Indian Meridian, Garfield County, Oklahoma. Said tract being further described by metes and bounds, as shown on the attached easement document.

The City of Enid’s offer of \$500.00 has been accepted by Billie Gene Campbell.

RECOMMENDATION:

Accept Easement and authorize payment.

PRESENTER:

Jason Unruh, P.E., Project Engineer

Fiscal Impact

Budgeted Y/N: Y
Amount: \$500.00
Funding Source:
40-405-9222

Attachments

Billie Gene Campbell



City of Enid
401 W. Owen K. Garriott
P.O. Box 1768
Enid, Oklahoma 73702
580-234-0400

May 14, 2019

Billie Gene Campbell
1902 Leona Mitchell Blvd
Enid, OK 73701

Re: **OFFER LETTER – Temporary Access Easement for Street Improvements**
Located on Southeast Quarter of S18 T22N R6W
City of Enid, Garfield County, OK
City of Enid Project No. R-1911C Leona Mitchell Boulevard Deck Replacement

Dear Mr. Campbell

The City of Enid is preparing an improvement on the Leona Mitchell Boulevard Bridge over Boggy Creek which requires temporary access to property that you own or have an interest in. This temporary access is needed to allow for the grading work associated with the widening of the bridge approaches. The City of Enid presents this Offer Letter to acquire the necessary temporary access easement shown by the enclosed plans. The City of Enid's offer is as follows:

To acquire 0.05 acres of Easement for Public Highway (as shown on location map Exhibit "A") for an amount of \$500.00.

This is a firm offer, made according to statutory requirements. However, there is no prohibition against you donating the land.

In order to allow for the timely construction of the roadway improvements please review the offer and respond by May 31, 2019. Upon acceptance of the offer and please sign and return of this offer letter, along with the completed Invoice Affidavit and W-9 form. My office is available to discuss the offer or answer any question on the project at your convenience.

If you have any questions or other concerns, please contact me at 580-616-7236, or contact Jason Unruh at 580-616-7233. Your consideration of our offer to purchase the right-of-way is appreciated.

Respectfully,

Murali Katta, PE

Enclosures: Location Map

- I accept the City of Enid's offer
- I reject the City of Enid's offer
- I would like to donate

Signature

5/29/19
Date

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

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Billie Gene Campbell, an Individual, "Grantor," in consideration of the sum of One Dollar and 00/100 (\$1.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the public, a temporary easement and right of way under, over, and across the following described real property and premises, situated in Garfield County, State of Oklahoma, to-wit:

A tract of land located in part of the SE/4 of Section 18, T-22-N, R-6-W I.M., Garfield County, Oklahoma. Said tract being further described by Metes and Bounds as follows:

Commencing at the southeast corner of said SE/4; thence N00°03'59"W along the East line of said SE/4 a distance of 433.64 feet; thence S89°56'01"W a distance of 33.00 feet to a point on the West existing Right of Way line of Leona Mitchell Boulevard, said point being the Point of Beginning; thence S73°02'52"W along existing City of Enid Channel Easement a distance of 20.90 feet; thence N00°03'59"W on a line being parallel with and 53.00 feet West of the East line of said SE/4 a distance of 103.54 feet; thence N89°56'01"E a distance of 20.00 feet; thence S00°03'59"E along existing Right of Way line of Leona Mitchell Boulevard a distance of 97.47 feet to the Point of Beginning.

Containing 0.05 acres (2010.04 sq. ft.), more or less.

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 with the construction of improvements associated with R-1911C 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 R-1911C, but no later than the last day of June, 2022. 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 29 day of May, 2019.

Billie Gene Campbell

Bill G Campbell
Signature

Bill G Campbell
Printed Name

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF GARFIELD)

Before me, the undersigned, a Notary Public, in and for said County and State on this 29 day of May, 2019, personally appeared, Billie Gene Campbell, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

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



Jacqueline M. Cook
Notary Public

My Commission Number: 18005072

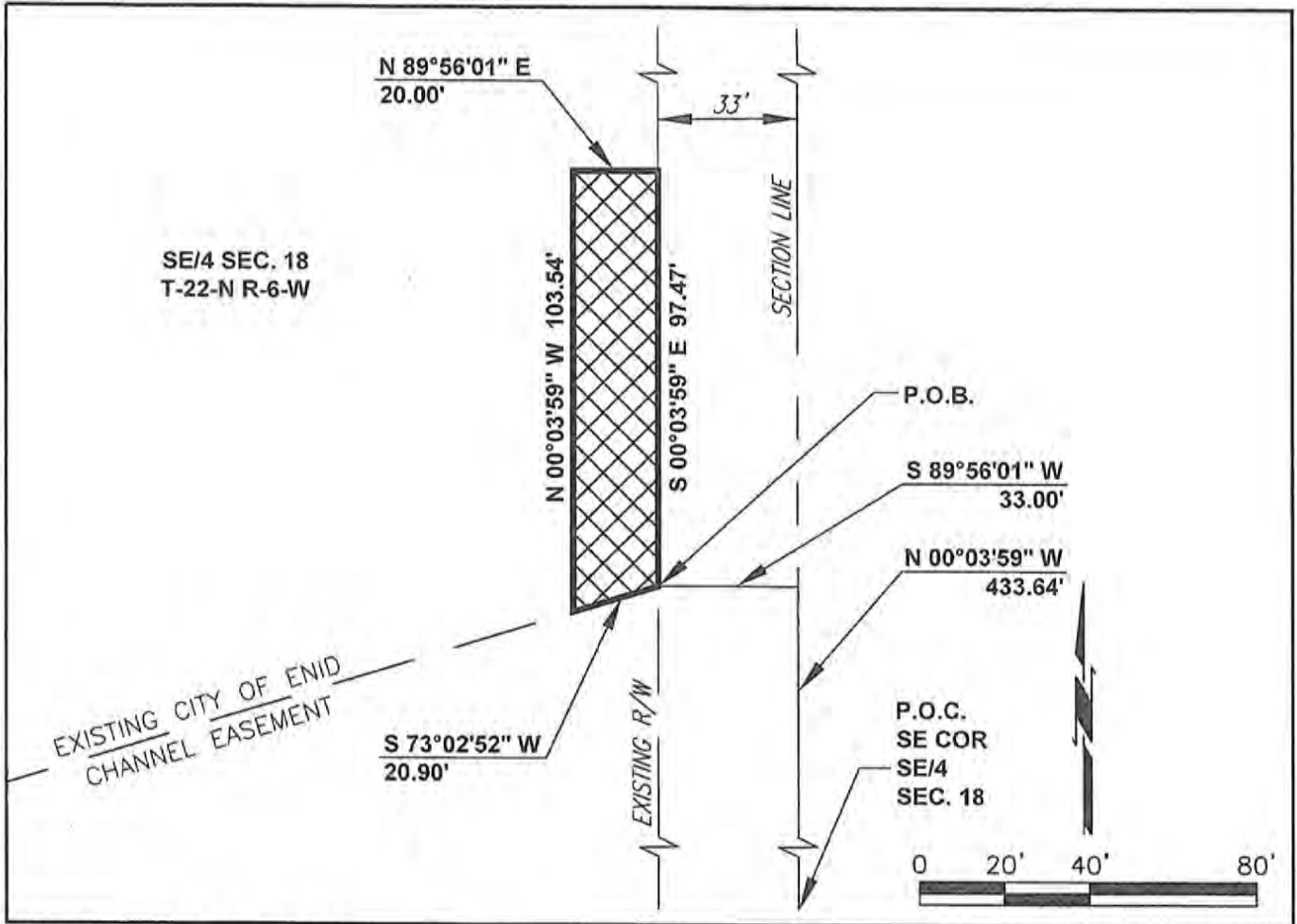
My Commission Expires: 05-21-2022

EXHIBIT "A"

PARCEL NO. 1 (TEMPORARY CONSTRUCTION EASEMENT)

PAGE 1 OF 1

TEMPORARY CONSTRUCTION EASEMENT



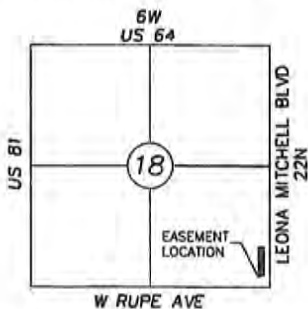
LEGAL DESCRIPTION FOR PARCEL #1

EXHIBIT "A"

A TRACT OF LAND LOCATED IN PART OF THE SE/4 OF SECTION 18, T-22-N, R-6-W I.M., GARFIELD COUNTY, OKLAHOMA. SAID TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SE/4;
 THENCE N 00°03'59" W ALONG THE EAST LINE OF SAID SE/4 A DISTANCE OF 433.64 FEET;
 THENCE S 89°56'01" W A DISTANCE OF 33.00 FEET TO A POINT ON THE WEST EXISTING RIGHT OF WAY LINE OF LEONA MITCHELL BOULEVARD, SAID POINT BEING THE POINT OF BEGINNING;
 THENCE S 73°02'52" W ALONG EXISTING CITY OF ENID CHANNEL EASEMENT A DISTANCE OF 20.90 FEET;
 THENCE N 00°03'59" W ON A LINE BEING PARALLEL WITH AND 53.00 FEET WEST OF THE EAST LINE OF SAID SE/4 A DISTANCE OF 103.54 FEET;
 THENCE N 89°56'01" E A DISTANCE OF 20.00 FEET;
 THENCE S 00°03'59" E ALONG EXISTING EXISTING RIGHT OF WAY LINE OF LEONA MITCHELL BOULEVARD A DISTANCE OF 97.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.05 ACRES (2010.04 SQ. FT.), MORE OR LESS.



SURVEYOR'S CERTIFICATE

I, Shane D. Carroll, Registered Professional Land Surveyor, hereby state that the attached drawing is a true and correct representation of the easement described as shown hereon, it is not a Land or Boundary Survey.

Shane D. Carroll

Shane D. Carroll, PLS No. 1981
 4555 W. Memorial Rd.
 Oklahoma City, OK 73142

BASIS OF BEARING
 Note: Bearings Are Based On Oklahoma State Plane System, Nad83/2011, North Zone.

CEC
 4555 W. MEMORIAL ROAD
 OKLAHOMA CITY, OK 73142
 (405) 753.4200
 CA #32 EXP. 06-30-20

DATE: 01/30/2019
 LEONA MITCHELL BLVD
 TEMPORARY CONSTRUCTION EASEMENT
 CEC PROJECT NO. 180152.0308

**ROADWAY AND UTILITY
 EASEMENT PARCEL 1
 EXHIBIT "A"**

CLAIM OR INVOICE AFFIDAVIT

STATE OF OKLAHOMA)
COUNTY OF GARFIELD)

SS:

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

Invoice Number

\$ 500.00

Invoice Amount

Bill G. Campbell
Signature - Owner

Bill G. Campbell

Name (Print or Type)

621 E. Southeast Rd
Address

Enid, OK 73701
City, State, Zip Code



Subscribed and sworn to before me this 29 day of May, 2019.

Jacqueline M. Cook, Notary Public

My commission Expires: 05-21-2022

City Commission Meeting

7.2.

Meeting Date: 06/18/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS ASSOCIATED WITH THE CONTRACT AWARDED TO SCISSOR TAIL CONSTRUCTION, BROKEN ARROW, OKLAHOMA, FOR PROJECT NO. M-1910C, THE MEADOWLAKE GOLF COURSE MAINTENANCE BUILDING, IN THE AMOUNT OF \$126,041.00.

BACKGROUND:

This project allows for the construction of a new maintenance building at Meadowlake Golf Course. The base bid consists of the construction of the footings and building pad, along with all associated plumbing. Alternate No. 1 includes installation of a metal building complete in place, overhead doors, exterior doors, and windows. Alternate No. 2 includes masonry work, painting, sealing, toilet accessories, HVAC, electrical, plumbing, partition walls, and other necessary items for the completion of the building.

On May 28th of 2019, three bids were received from qualified bidders. Scissor Tail Construction, LLC. provided the lowest bid as follows:

Contractor	Base Bid	Alternate #1	Alternate #2
Scissor Tail Construction, LLC	\$126,041.00	\$140,064.00	\$190,292.00
Lambert Construction Company	\$184,000.00	\$162,000.00	\$251,000.00
Redhawk Construction, Inc.	\$532,000.00	\$297,000.00	\$235,000.00
Engineer's Estimate	\$113,035.28	\$232,232.00	\$242,250.00

On June 4, 2019, Commissioners awarded a contract for the base bid of this project to Scissor Tail Construction, LLC. This action will authorize execution of the contract and allow the work to begin.

RECOMMENDATION:

Authorize Mayor to execute all contract documents.

PRESENTER:

Murali Katta, P.E., Project Engineer

Attachments

Canvass of Bids
Contract

FROM: Jenisha Oli
DATE: June 4, 2019

PAGE 1 OF 1

CANVASS OF BIDS
for
Meadowlake Golf Course Maintenance Building
Project Number M-1910C

<u>FIRM NAME AND ADDRESS</u>	<u>PRODUCT/SERVICE BID</u>	<u>PRICE</u>
Scissortail Construction, LLC. 2804 S Aspen Ave. Broken Arrow, OK 74012	Base Bid Alternate #1 Alternate #2	\$ 126,041.00 \$ 140,064.00 \$ 190,292.00

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

DEVIATIONS: **Met the Specifications.**

Lambert Construction 2508 E 6th Stillwater, OK 74074	Base Bid Alternate #1 Alternate #2	\$ 184,000.00 \$ 162,000.00 \$ 251,000.00
--	--	---

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

DEVIATIONS: **Met the Specifications.**

Redhawk Construction, Inc. 8409 Gateway Terrace Oklahoma City, OK 73149	Base Bid Alternate #1 Alternate #2	\$ 532,000.00 \$ 297,000.00 \$ 235,000.00
---	--	---

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

DEVIATIONS: **Met the Specifications.**

RECOMMENDATION: Award contract to Scissortail Construction, for Base Bid, in the amount of \$126,041.00.

CONSTRUCTION CONTRACT

This Contract is made and entered into this 4th day of JUNE, 2019, by and between the City of Enid, an Oklahoma Municipal Corporation, hereinafter called "City," and SCISSORTAIL CONSTRUCTION, LLC., a(n) CORPORATION, hereinafter called "Contractor."

WITNESSETH

WHEREAS, in accordance with the Charter of the City of Enid and the Public Competitive Bidding act of 1974, 61 Okla. Stat. §§ 101 et seq. (hereinafter collectively referred to as "local and state law"), the City has caused to be prepared certain plans, specifications, and other bidding documents (the "Bidding Documents") for the work hereinafter described; and,

WHEREAS, in accordance with local and state law, the City has approved and adopted all of said Bidding Documents and has caused a Solicitation for Bids to be given and advertised and has received sealed bids for the furnishing of all labor and materials for:

MEADOWLAKE GOLF COURSE MAINTENANCE BUILDING M-1910C

as outlined and set out in the Bidding Documents and in accordance with the terms and provisions of this Contract; and,

WHEREAS, Contractor, in response to said Solicitation for Bids, has submitted to the City, in the manner and at the time specified, a sealed bid in accordance with the terms of the Bidding Documents; and,

WHEREAS, the City, in the manner provided by local and state law, has publicly opened, examined and canvassed the bids submitted and has determined and declared the above-named Contractor to be the lowest responsible bidder on the above described project; and,

WHEREAS, the City has duly awarded this Contract to said Contractor, for the sum named in the bid, to-wit:

One Hundred Twenty-Six Thousand Forty-One Dollars and 00/100 (\$126,041.00).

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

1. Incorporation of Bidding Documents. This Contract hereby incorporates, as if fully set out herein, the Plans, Specifications, General Provisions, Special Provisions, Contractor's Proposal and any and all Addendums issued. All of these documents have been provided to and/or by the Contractor and are on file in the Office of the City Clerk of the City of Enid. Hereinafter, these documents shall be collectively referred to as "Bidding Documents."
2. Engagement of Contractor. The City hereby engages Contractor to perform certain

construction services for the benefit of the City. Contractor accepts such engagement pursuant to the terms and conditions set forth herein.

3. Scope of Engagement. Contractor shall, in a good and first-class, workmanlike manner, at its own cost and expense, furnish all labor, materials, tools and equipment required to perform and complete said work in strict accordance with the Bidding Documents, with the following additions and/or exceptions: (if none, so state.)

(NONE)

Alternate bids chosen: None

4. Payments to Contractor. The City shall make payments to the Contractor in the following manner:
 - a. On or about the first (1st) day of each month, the City Engineer, or other appropriate person, will make accurate estimates of the value, based on contract prices, of the work done and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The Contractor shall furnish to the Engineer such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates. Ninety-five percent (95%) of such estimated sum shall be paid to the Contractor within five (5) days after the first regularly scheduled meeting of the Mayor and Board of Commissioners of the following month.
 - b. On completion of the work, but prior to the acceptance thereof by the City, it shall be the duty of the Engineer for the City, or other appropriate person, to determine that said work has been completely and fully performed in accordance with this Contract and all incorporated documents; and upon making such determination, said official shall make his final certification to the City.
 - c. The Contractor shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the contract bonds, for payment of the final estimate to the Contractor; thereupon, the final estimate (including retainage, but less any liquidated damages), will be approved and paid, within five (5) days after the first regularly scheduled meeting of the Mayor and Board of Commissioners of the following month.
5. Bargaining. The City and the Contractor have had the opportunity to seek independent legal counsel before entering into this Contract. The language of this Contract shall be construed simply, according to its fair meaning, and not strictly for or against either party.
6. Third Party Beneficiaries. Nothing in this Contract, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Contract, except as provided expressly herein.
7. Notices. Whenever a notice is required to be given in writing and under the terms of this Contract, or any extension hereunder, such notice shall either be hand-delivered or

mailed by certified mail, return receipt requested, and directed to the respective parties at the following addresses:

If to the City:

City of Enid
P.O. Box 1768
Enid, OK 73702

If to Contractor:

Scissortail Construction, LLC.
2804 S Aspen Ave.
Broken Arrow, OK 74012

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

8. Counterparts. This Contract may be executed in any number of counterparts, and when each party has signed and delivered to the other at least one (1) such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one (1) agreement; provided, however, this Contract shall not be binding upon the parties hereto until signed by all of the parties.
9. Integration and Amendments. This Contract constitutes the entire agreement between the parties and may not be amended, altered, modified or changed in any way except in writing signed by all parties to this Contract and which specifically references this Contract. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this Contract. No course of dealings involving the parties hereto and no usage of trade shall be relevant or admissible to interpret, supplement, explain or in any way vary any of the terms expressly set forth in this Contract. Any amendment to this Contract shall be attached to this Contract and all of the terms in this Contract not addressed in the amendment shall remain in full force and effect.
10. Binding Effect. This Contract binds the parties and any successors and assigns of the parties.
11. Severability. If any one or more of the sections, sentences, clauses, or parts be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this Contract.

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

The City of Enid,
an Oklahoma Municipal Corporation

Mayor's Signature

Date

(SEAL)
ATTEST:

City Clerk

Approved as to form:

City Attorney

Date: _____

Scissor-Tail Construction LLC

Contractor

a(n) LLC

Signature

Jack David Barnes Jr
Printed Name

Managing Member
Title

ATTEST:

Secretary and/or Witness

State of Oklahoma)
) ss.
County of Tulsa)

_____, of lawful age, being first duly sworn, on oath, says that (s)he is the agent authorized by the Contractor to submit the above Contract to the City of Enid, Oklahoma. Affiant further states that Contractor has not paid, given or donated, or agreed to pay give or donate to any officer or employee of the City of Enid, any money or other valuable thing, either directly or indirectly, in the procuring of this Contract.

Signature

Jack David Barnes Jr
Printed Name/Title Managing Member

Subscribed and sworn to before me this 10th day of June, 2019.

SHERRY A. BOWERS
NOTARY PUBLIC
(SEAL) SA COUNTY
STATE OF OKLAHOMA
COMMISSION NO. 14009421
EXPIRES 10-16-2022

Notary Public

My Commission Expires: Oct 16, 2022

My Commission Number: 14009421

City Commission Meeting

7.3.

Meeting Date: 06/18/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

APPROVE CHANGE ORDER NO. 4 WITH LUCKINBILL, INC., ENID, OKLAHOMA, FOR THE 2017 SANITARY SEWER POINT REPAIRS, PROJECT NO. S-1704, IN THE AMOUNT OF \$191,521.11, AND AUTHORIZE THE MAYOR TO EXECUTE CHANGE ORDER.

BACKGROUND:

This project is part of a yearly maintenance program to find and repair any weaknesses in the sanitary sewer system. This change order is intended to repair a eight-inch sewer line located beneath an alley near the intersection of US-81 and US-412. This location was identified during the 2017 Sanitary Sewer Point Repair video inspection.

Change Order No. 4 will increase the contract amount by \$191,521.11. The original contract amount was \$346,859.00, and after the approval of all change orders to date, the total contract amount will result in an amount of \$1,044,291.11.

RECOMMENDATION:

Approve Change Order No. 4 and authorize the Mayor to execute all contract documents.

PRESENTER:

Murali Katta, P.E., Interim City Engineer

Attachments

CO#4

City of Enid Change Order

Project Title: 2017 Sanitary Sewer Point Repair Program
 Project Number: S-1704A
 Change Order No.: Four (4)
 Contractor: Luckinbill Inc.
 Date: June 18, 2018

Description of changed work including location, quantity, and type of change.
 Add additional work to include replacement of line segment from 1K211 to 1K006 behind the 520 S Vanburen St.

No.	Quan.	Unit	Item	Unit Price	Total Price
ADD					
8	156	SY	Remove & Replace Pavement (Streets & Alleys)	\$ 200.00	\$ 31,111.11
9	929	LF	Trench & Backfill 0'-6'	\$ 38.00	\$ 35,302.00
10	929	LF	Trench & Backfill 6'-8'	\$ 27.00	\$ 25,083.00
11	929	LF	Trench & Backfill 8'-10'	\$ 25.00	\$ 23,225.00
20	5	EA	4' Diameter Manhole	\$ 3,000.00	\$ 15,000.00
21	25	VF	4' Diameter Manhole Extra Depth	\$ 190.00	\$ 4,750.00
22	23	EA	Service Connection	\$ 760.00	\$ 17,480.00
24	929	LF	8" SDR 26 PVC, Sewer Pipe	\$ 30.00	\$ 27,870.00
29	1	EA	Pump Around (Initial Day)	\$ 1,200.00	\$ 1,200.00
30	30	DAYS	By Pass Pumping	\$ 350.00	\$ 10,500.00
32	929	LF	Remoce Existing Pipe (All Sizes)	\$ 9.00	\$ 8,361.00
Total					\$ 191,521.11

Original Contract: \$ 346,859.00
 Revised Contract Amount by any prior change orders: \$ 852,770.00
 Change Order - add: \$ 191,521.11
 Revised Contract: **\$ 1,044,291.11**

 City Engineer

 Contractor

Date: _____

By: _____

Date: _____

 Mayor

Contract time: 100 Calendar days

Date: _____

City Commission Meeting

7.4.

Meeting Date: 06/18/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

APPROVE CHANGE ORDER NO. 4 WITH CIMARRON CONSTRUCTION COMPANY FOR THE BROADWAY AVENUE WATERLINE RELOCATION, PROJECT NO. W-1801C, IN THE AMOUNT OF \$235,709.00 AND ADDING 180 DAYS, AND AUTHORIZE THE MAYOR TO EXECUTE RELATED DOCUMENTS.

BACKGROUND:

On May 1, 2018, Commissioners approved a contract to remove a waterline from under Broadway Avenue from Washington Street to US-81 in advance of the reconstruction of Broadway Avenue's driving surface. As a similar relocation is needed on Kennedy Street, in advance of the street improvement, a Change Order has been prepared to extend the work to cover the Kennedy project.

This change order adds work along East Oak Avenue between North 25th Street and North 26th Street and along Garfield Street and Fountain Lake Avenue. The additional work includes the relocation of approximately 2,300 feet of 8-inch waterline and adds 180 days to the contract time.

The original contract amount was \$623,326.00. If Change Order No. 4 is approved, the total revised contract amount will be \$1,267,206.00. The original contract time was 160 days, the three prior change orders increased the number of days to 260. If Change Order No. 4 is approved, the revised contract time will be 440 days.

RECOMMENDATION:

Approve Change Order No. 4 and authorize the Mayor to execute related documents.

PRESENTER:

Murali Katta, P.E., Interim City Engineer

Attachments

CO#4

City of Enid Change Order

Project Title: Broadway Avenue Waterline Relocation, US-81 to Washington Street, W-1801C1
 Change Order No.: Four (4)
 Contractor: Cimarron Construction Company
 Date: June 18, 2019

Description of changed work including location, quantity, type of change, and method of payment.
 The work involved relocation of waterline on East Oak Avenue between 25th and 26th Street and the looping of several dead-end lines on Garfield Street and Fountain Lane as part of the Water Maintenance Program.

No.	Quan.	Unit	Item	Unit Price	Total Price
ADD					
1	1	LSUM	MOBILIZATION	\$ 4,100.00	\$ 4,100.00
2	1	LSUM	BONDS AND INSURANCE	\$ 1,650.00	\$ 1,650.00
5	2,286	LF	8" PVC C-900 DR 18, (RESTRAINED JOINTS)	\$ 58.00	\$ 132,588.00
8	2,600	LBS	DUCTILE IRON FITTINGS (MJ)	\$ 7.00	\$ 18,200.00
10	5	EA	8" GATE VALVE AND BOX	\$ 1,225.00	\$ 6,125.00
12	3	EA	FIRE HYDRANT ASSEMBLY	\$ 4,000.00	\$ 12,000.00
14	1	EA	WATER SERVICE RECONNECTION (SHORT)	\$ 1,225.00	\$ 1,225.00
15	1	EA	WATER SERVICE RECONNECTION (LONG)	\$ 1,800.00	\$ 1,800.00
17	3	EA	REMOVE FIRE HYDRANT ASSEMBLY	\$ 800.00	\$ 2,400.00
19	200	SY	REMOVE AND REPLACE PAVEMENT	\$ 105.00	\$ 21,000.00
23	1	EA	REMOVE AND REPLACE LANDSCAPE	\$ 750.00	\$ 750.00
24	1	EA	RELOCATE AND TIE EXISTING WATER	\$ 1,500.00	\$ 1,500.00
25	2	EA	WATER METER AND BOX	\$ 300.00	\$ 600.00
28	1	LSUM	DISINFECTION AND TESTING	\$ 1,500.00	\$ 1,500.00
29	12,920	Sq.Ft	SOLID SLAB SODDING	\$ 0.30	\$ 3,876.00
30	1	LSUM	CONSTRUCTION TRAFFIC CONTROL	\$ 3,800.00	\$ 3,800.00
31	1	LSUM	CONSTRUCTION STAKING	\$ 1,680.00	\$ 1,680.00
32	100	LF	TEMPORARY EROSION AND SEDIMENT	\$ 5.00	\$ 500.00
33	2	EA	PROJECT SIGN	\$ 1,250.00	\$ 2,500.00
N1*	20	EA	6" POLYVINYL CHLORIDE (PVC) PIPE C-900	\$ 52.00	\$ 1,040.00
N2*	1	EA	6" GATE VALVE AND BOX	\$ 905.00	\$ 905.00
N3	1	EA	6" x 6" TAPPING SLEEVE AND VALVE	\$ 3,750.00	\$ 3,750.00
N4	1	EA	8" x 8" TAPPING SLEEVE AND VALVE	\$ 4,350.00	\$ 4,350.00
N5	1	LSUM	CLEARING AND GRUBBING (TREE)	\$ 1,500.00	\$ 1,500.00
N6	91	LF	10" POLYVINYL CHLORIDE (PVC) PIPE C-900	\$ 70.00	\$ 6,370.00
Subtotal					\$ 235,709.00
DEDUCT					
Subtotal					\$ -
ADDITIONAL CALENDAR DAYS					180

* Item added on previous change order

Original Contract: _____ \$ 623,326.00
 Revised Contract by any prior change orders: _____ \$ 955,709.00
 Change Order - add or (deduct): _____ \$ 235,709.00
 Revised Contract: _____ \$ 1,191,418.00

**City of Enid
Change Order**

Original Contract Time Calendar Days):	<u>160</u>
Revised Contract Time by any prior change orders:	<u>260</u>
Change Order - add or (deduct):	<u>180</u>
Revised Contract (Calendar Days):	<u>440</u>

City Engineer

Date: _____

Mayor

Date: _____

Cimarron Construction Company
Contractor

By: _____

Date: _____

City Commission Meeting

7.5.

Meeting Date: 06/18/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

APPROVE CHANGE ORDER NO. 1 WITH HENSON CONSTRUCTION COMPANY FOR THE BOAT DOCK AT MEADOWLAKE PARK, PROJECT NO. P-1703C, IN THE AMOUNT OF \$3,635.00, AND AUTHORIZE THE MAYOR TO EXECUTE RELATED DOCUMENTS.

BACKGROUND:

The work in this project consists of the placement of a prefabricated boat dock at Meadowlake Park and the installation of anchors to hold the dock in place.

This change order is required to remove and replace the boat dock ramp landing pad so that the boat dock ramp is ADA compliant. The completed work included the removal of the walkway tiles and the transition plate, raising and shoring of the ramp landing pad, excavation of two feet of soil at the ramp landing pad and the soil below the ramp, forming and pouring new ramp landing pad, re-installation of the ramp, the walkway tiles, and the transition plate and the adjustment of bracing cables.

The original contract amount was \$53,173.00, with approval of this change order, the new contract amount will become \$56,808.00.

RECOMMENDATION:

Approve Change Order No. 1 and Authorize the Mayor to execute related documents.

PRESENTER:

Murali Katta, P.E., Interim City Engineer

Attachments

CO#1

City of Enid Change Order

Project Title: Meadowlake Boat Dock
 Project Number: P-1903C
 Change Order No.: One (1)
 Contractor: Henson Construction Company
 Date: June 18, 2018

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

Work added to remove and replace the boat dock ramp landing pad so that the boat dock ramp is ADA compliant. This work included the removal of the walkway tiles and transition plate, raising and shoring ramp removal of ramp landing pad, excavation of 2 feet at ramp landing pad and below ramp, forming and pouring new ramp landing pad, re-install of ramp, walkway tiles, and transition plate and adjustment of bracing cables.

No.	Quan.	Unit	Item	Unit Price	Total Price
ADD					
N1	1	EA	Removal and Replacement of Ramp Landing Pad, Complete In Place	\$ 3,635.00	\$ 3,635.00
Total					\$ 3,635.00

Original Contract:	<u>\$ 53,173.00</u>
Revised Contract Amount by any prior change orders:	<u>\$ -</u>
Change Order - add:	<u>\$ 3,635.00</u>
Revised Contract:	<u>\$ 56,808.00</u>

City Engineer

Contractor

Date: _____

By: _____

Date: _____

Mayor
Date: _____

City Commission Meeting

7.6.

Meeting Date: 06/18/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM CURBY-BLAKE FAMILY REVOCABLE LIVING TRUST, OF NOBLE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R3, PARCEL NO. N-047, IN THE AMOUNT OF \$10,625.00, 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-047. It is owned by Curby-Blake Family Living Trust, who 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 Northwest Quarter (NW/4) of Section Ten (10), 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 \$10,625.00 has been accepted by Curby-Blake Family Living Trust.

RECOMMENDATION:

Accept Permanent and Temporary Waterline Easements.

PRESENTER:

Murali Katta, P.E., Project Engineer

Fiscal Impact

Budgeted Y/N: Y
Amount: \$10,625.00
Funding Source:
44-445-9151

Attachments

Curby-Blake

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

UTILITY AND WATER LINE EASEMENT

Parcel # N-047 /0000-10-024-01W-2-002-00

KNOW ALL MEN BY THESE PRESENTS:

That, **Curby-Blake Family 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 ~~or Enid Municipal Authority~~, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a utility and water lines easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in 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 ~~or Enid Municipal Authority~~, Garfield County, Oklahoma, and its successors and assigns, forever.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 22 day of March, 2019.

OWNER(S): Curby-Blake Family Revocable Living Trust, a Life Estate with the remainder interest to Mark Dee Blake, Brent Lee Blake and Kevin Ray Blake, each an undivided 1/3 interest.

Brent Blake

BRENT L. BLAKE

Mark Blake

Kevin Blake

Barbara J. Blake
Signature

BARBARA J. BLAKE
Printed Name

Mark Blake
Signature

MARK BLAKE
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 22nd day of MARCH, 2019, personally appeared BARBARA BLAKE, MARK BLAKE, 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. BRENT BLAKE AND KEVIN BLAKE



Steven C. Smith, SA
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:
Garver Engineering
1016 24th Ave NW
Norman, OK 73069

TEMPORARY CONSTRUCTION EASEMENT
Parcel # N-047 /0000-10-024-01W-2-002-00

KNOW ALL MEN BY THESE PRESENTS:

That **Curby-Blake Family 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) ~~or Enid Municipal Authority~~, Garfield County, Oklahoma, [an Oklahoma Municipal Corporation ~~or a Municipal Trust~~], "Grantee," for the use and benefit of the Grantee, a temporary easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in 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.

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-047 PARCEL# 0000-10-024-01W-2-002-00

CURBY-BLAKE FAMILY REVOCABLE LIVING TRUST

PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of the West Half (W1/2) of the Northwest Quarter (NW1/4) of Section Ten (10), 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 West Half (W1/2) of Northwest Quarter (NW1/4); thence N 00°40'47" W along the West line of said West Half (W1/2) of Northwest Quarter (NW1/4) a distance of 722.28 feet to the Centerline of a Fifty-foot Perpetual Easement being the **POINT OF BEGINNING** of said Centerline; thence N 64°02'16" E along said Centerline a distance of 1460.40 feet to the East line of said West Half (W1/2) of Northwest Quarter (NW1/4) and the end of said Centerline, containing 73,020 square feet or 1.68 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 Northwest Quarter (NW1/4).

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 recorded in book MS 67 Page 486.

Also:

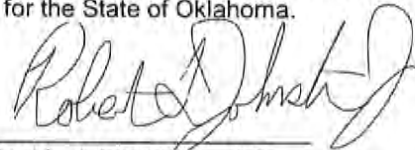
A Fifty-foot Temporary Construction Easement containing 73,021 square feet, or 1.68 acres more or less being adjacent to, and South of the above described Perpetual Easement and as shown on Exhibit "B".

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 3rd day of December, 2018.



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



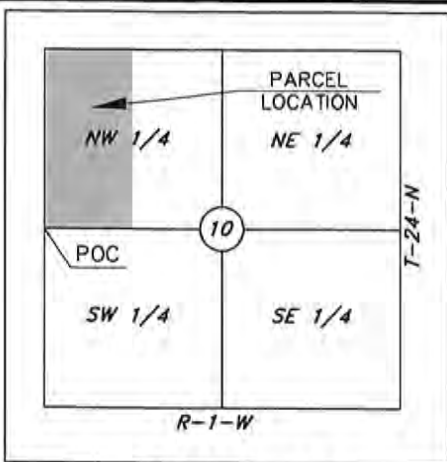
Exhibit "B"

TRACT N-047
 PARCEL# 0000-10-024-01W-2-002-00
 CURBY-BLAKE
 FAMILY REVOCABLE LIVING TRUST
 BOOK 804 PAGE 452
 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.



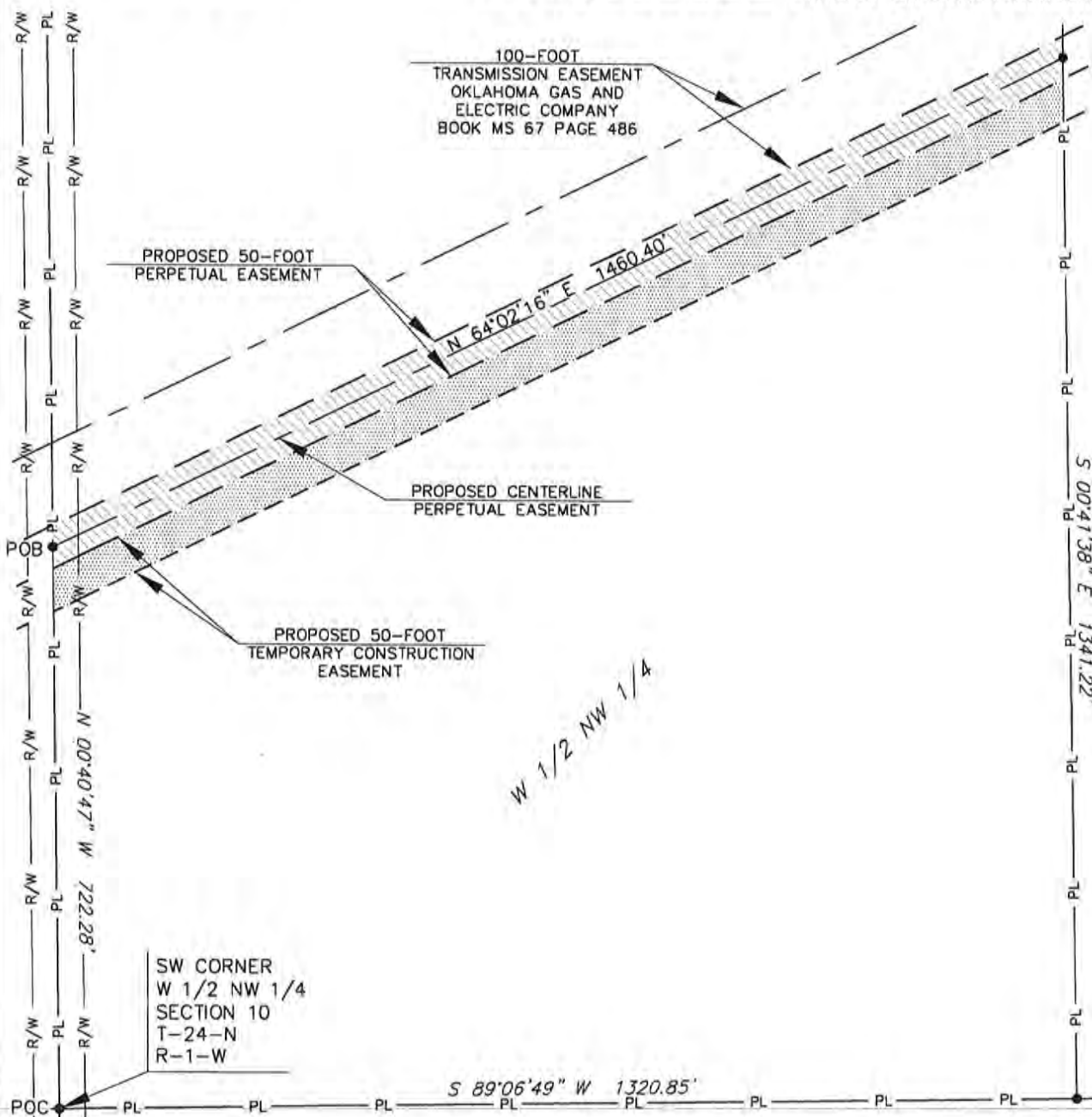
LOCATION MAP
 NOT TO SCALE

BEARINGS & DISTANCES
 GRID STATE PLANE
 OKLAHOMA NORTH

1" = 200'

Perpetual Easement 73,020' S.F. 1.68 Acres
 Temp Construction Easement 73,021' S.F. 1.68 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

7.7.

Meeting Date: 06/18/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM HEDRICK MYERS, LLC, OF NOBLE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R3, PARCEL NO. N-045, IN THE AMOUNT OF \$20,425.00, 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-045. It is owned by Hedrick Myers, LLC., who has accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

A part of the Northeast Quarter (NE/4) of Section Ten (10), 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 \$20,425.00 has been accepted by Hedrick Myers, LLC.

RECOMMENDATION:

Accept Permanent and Temporary Waterline Easements.

PRESENTER:

Murali Katta, P.E., Project Engineer

Fiscal Impact

Budgeted Y/N: Y
Amount: \$20,425.00
Funding Source:
44-445-9151

Attachments

Myers, LLC.

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

UTILITY AND WATER LINE EASEMENT
Parcel # N-045 / 0000-10-024-01W-1-001-00

KNOW ALL MEN BY THESE PRESENTS:

That, **Hedrick Myers, LLC**, "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 to not build in the easement area or construct any building or buildings or permanent structures upon the easement area, including additional soil, waste management facility or similar, or debris within, without written consent from the City of Enid. 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-045 / 0000-10-024-01W-1-001-00

KNOW ALL MEN BY THESE PRESENTS:

That, **Hedrick Myers, LLC**, "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.

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-045 PARCEL# 0000-10-024-01W-1-001-00

HEDRICK MYERS, LLC

PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of the Northeast Quarter (NE1/4) of Section Ten (10), 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 Northeast Quarter (NE1/4); thence S 00°42'28" E along the West line of said Northeast Quarter (NE1/4) a distance of 660.10 feet to the South line of a One-hundred-foot Transmission Easement for Oklahoma Gas and Electric Company recorded in Book MS 67 Page 486, and the **POINT OF BEGINNING** of said Perpetual Easement; thence N 64°02'16" E along said South line a distance of 1474.06 feet; thence leaving said South line N 89°12'56" E a distance of 1077.84 feet to the West line of a Forty-five-foot Pipeline Easement for Superior Pipeline Company, LLC recorded in Book 721 Page 596; thence S 06°03'46" E along said Pipeline Easement a distance of 83.26 feet; thence S 51°03'43" E along said Pipeline Easement a distance of 58.27 feet; thence N 85°33'20" E along said Pipeline Easement a distance of 151.88 feet to the West Right-of-Way line for State Highway 77; thence leaving said Pipeline Easement S 00°35'05" E along said West Right-of-Way line a distance of 59.96 feet; thence leaving said West Right-of-Way line S 89°18'57" W a distance of 179.88 feet; thence N 45°41'03" W a distance of 169.54 feet; thence S 89°12'56" W a distance of 970.96 feet; thence S 64°02'16" W a distance of 1486.48 feet to the West line of said Northeast Quarter (NE1/4); thence N 00°42'28" W along said West line a distance of 55.28 feet to the **POINT OF BEGINNING**, containing 144,323 square feet or 3.31 acres, more or less.

Also:

A Variable-width Temporary Construction Easement containing 152,289 square feet, or 3.50 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 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

City Commission Meeting

7.8.

Meeting Date: 06/18/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM MAXIE DELBERT ODENWALD, OF NOBLE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R3, PARCEL NO. N-028, IN THE AMOUNT OF \$14,950.00, 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-028. It is owned by Maxie Delbert Odenwald, who has accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

A part of the Northeast Quarter (NE/4) of 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 \$14,950.00 has been accepted by Maxie Delbert Odenwald.

RECOMMENDATION:

Accept Permanent and Temporary Waterline Easements.

PRESENTER:

Murali Katta, P.E., Project Engineer

Fiscal Impact

Budgeted Y/N: Y
Amount: \$14,950.00
Funding Source:
44-445-9151

Attachments

Odenwald

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

1 of 3
Permanent
JH SMC

UTILITY AND WATER LINE EASEMENT
Parcel # N-028 / 0000-18-024-01W-1-001-00

KNOW ALL MEN BY THESE PRESENTS:

That, **Maxie Delbert 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.

3 of 3
Permanent
HA Eng

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

1 of 3,
Temporary
HJ up

TEMPORARY CONSTRUCTION EASEMENT

Parcel # N-028 /0000-18-024-01W-1-001-00

KNOW ALL MEN BY THESE PRESENTS:

That Maxie Delbert 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.

3 of 3
Temporary
JH my

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-028 PARCEL# 0000-18-024-01W-1-001-00

MAXIE DELBERT ODENWALD

PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of the Northeast Quarter (NE1/4) 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 Southeast corner of said Northeast Quarter (NE1/4); thence S 89°05'39" W along the South line of said Northeast Quarter (NE1/4) a distance of 1695.03 feet to the Centerline of a Fifty-foot Perpetual Easement being the **POINT OF BEGINNING** of said Centerline; thence N 02°18'26" W along said Centerline a distance of 176.13 feet; thence N 64°04'02" E along said Centerline a distance of 1876.35 feet to the East line of said Northeast Quarter (NE1/4) and the end of said Centerline, containing 102,624 square feet or 2.36 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 unrecorded.

Also:

A Fifty-foot Temporary Construction Easement containing 98,245 square feet, or 2.26 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, 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 20th day of December, 2018.



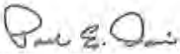

Paul E. Davis, PLS
Oklahoma No. 1565
Cert. of Auth. 4193
Exp. Date June 30, 2020

Exhibit "B"

TRACT N-028
 PARCEL# 0000-18-024-01W-1-001-00
 MAXIE DELBERT ODENWALD
 BOOK 539 PAGE 202-211
 NOBLE COUNTY, OKLAHOMA

LEGAL DESCRIPTION
 See Exhibit "A"

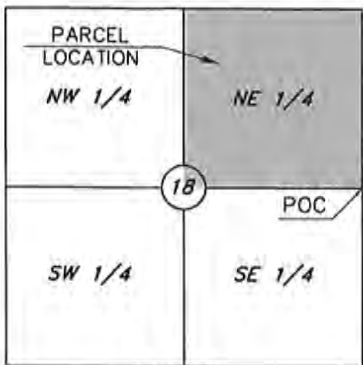
POB - POINT OF BEGINNING
 POC - POINT OF COMMENCEMENT

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.

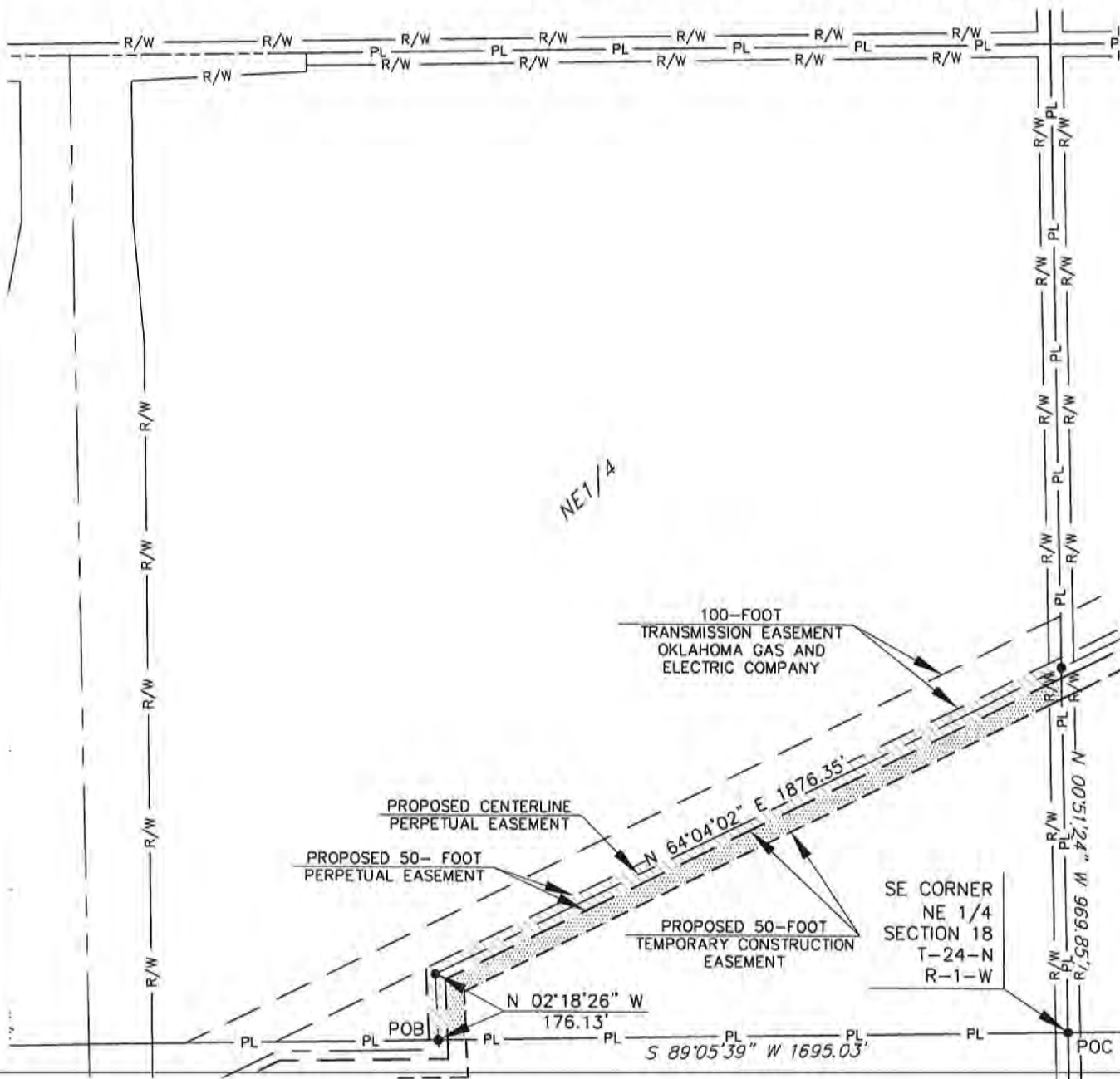
BEARINGS & DISTANCES
 GRID STATE PLANE
 OKLAHOMA NORTH
 1" = 400'

Perpetual Easement 102,624 S.F. 2.36 Acres
 Temp Construction Easement 98,245 S.F. 2.26 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

7.9.

Meeting Date: 06/18/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM DONAL FLOYD HEIMBACH, OF NOBLE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R3, PARCEL NO. N-026 IN THE AMOUNT OF \$20,825.00, AND AUTHORIZE PAYMENT.

BACKGROUND:

The Kaw Lake Water Supply Program requires the City to obtain easements from property owners whose property the Kaw Lake raw water pipeline crosses. This particular parcel of land is identified within the Kaw Lake Program as Parcel No. N-026. It is owned by the Donal Floyd Heimbach 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 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 \$20,825.00 has been accepted by Donal Floyd Heimbach.

RECOMMENDATION:

Accept Permanent and Temporary Waterline Easements.

PRESENTER:

Murali Katta, P.E., Project Engineer

Fiscal Impact

Budgeted Y/N: Y
Amount: \$20,825.00
Funding Source:
44-445-9151

Attachments

Heimbach

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

UTILITY AND WATER LINE EASEMENT

Parcel # N-026 / 0000-09-024-01W-3-001-00

KNOW ALL MEN BY THESE PRESENTS:

That, Donal Floyd Heimbach, a/k/a Donal F. Heimbach, a single person, Grantor,” in consideration of the sum of [Ten dollars and 00/100 (\$10.00)] and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, 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 16th day of April, 2019.

OWNER(S):

Donal Floyd Heimbach
Donal F. Heimbach

Donal Floyd Heimbach, a/k/a Donal F. Heimbach

DONAL FLOYD HEIMBACH

Printed Name
DONAL F. HEIMBACH

Signature

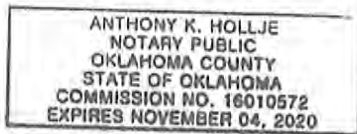
Printed Name

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF Noble)

Before me, the undersigned, a Notary Public, in and for said County and State on this 16th day of April, 2019, personally appeared Donal Floyd Heimbach 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

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

TEMPORARY CONSTRUCTION EASEMENT

Parcel # N-026 / 0000-09-024-01W-3-001-00

KNOW ALL MEN BY THESE PRESENTS:

That, **Donal Floyd Heimbach, a/k/a Donal F. Heimbach, a single person**, "Grantor," in consideration of the sum of Ten dollars and 00/100 (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, 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.

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-026 PARCEL# 0000-09-024-01W-3-001-00

DONAL FLOYD HEIMBACH

PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of the Southwest Quarter (SW1/4) 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 Southwest Quarter (SW1/4); thence N 00°46'55" W along the West line of said Southwest Quarter (SW1/4) a distance of 838.66 feet to the Centerline of a Fifty-foot Perpetual Easement being the **POINT OF BEGINNING** of said Centerline; thence N 64°03'53" E along said Centerline a distance of 2008.77 feet; thence N 74°11'05" E along said Centerline a distance of 851.37 feet to the East line of said Southwest Quarter (SW1/4) and the end of said Centerline, containing 143,007 square feet or 3.28 acres, more or less. The side lines of the easement shall be lengthened or shortened to terminate at the West 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 MS 67 Page 482.

Also:

A Fifty-foot Temporary Construction Easement containing 143,064 square feet, or 3.28 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 20th 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-026
 PARCEL# 0000-09-024-01W-3-001-00
 DONAL FLOYD HEIMBACH
 BOOK 791 PAGE 508-516
 NOBLE COUNTY, OKLAHOMA

LEGAL DESCRIPTION
 See Exhibit "A"

POB - POINT OF BEGINNING
 POC - POINT OF COMMENCEMENT

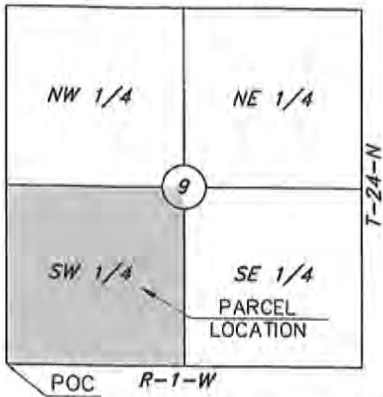
THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENTS AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.

BEARINGS & DISTANCES
 GRID STATE PLANE
 OKLAHOMA NORTH

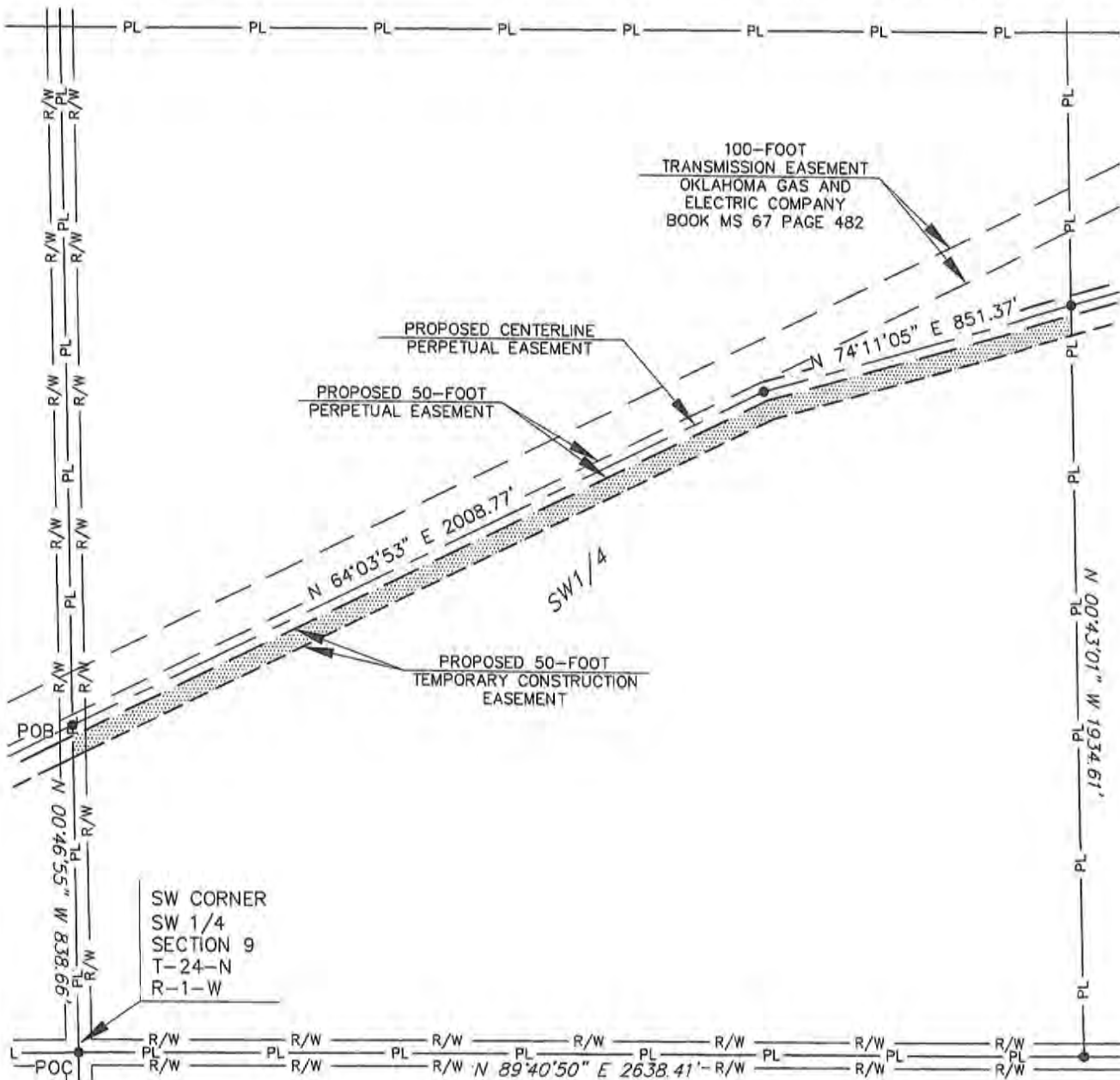
1" = 400'

Perpetual Easement 143,007 S.F. 3.28 Acres
 Temp Construction Easement 143,064 S.F. 3.28 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
 SECTION 9
 T-24-N
 R-1-W

City Commission Meeting

7.10.

Meeting Date: 06/18/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM H.B. EVANS, OF NOBLE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R3, PARCEL NO. N-011, IN THE AMOUNT OF \$21,525.00, 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-011. It is owned by H.B. Evans, who has accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

A part of the Northeast Quarter (NE/4) of Section Thirty-one (31), 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 \$21,525.00 has been accepted by H.B. Evans.

RECOMMENDATION:

Accept Permanent and Temporary Waterline Easements.

PRESENTER:

Murali Katta, P.E., Project Engineer

Fiscal Impact

Budgeted Y/N: Y

Amount: \$21,525.00

Funding Source:

44-445-9151

Attachments

Evans

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

UTILITY AND WATER LINE EASEMENT

Parcel # N-011 / 0000-31-024-02W-1-001-00

KNOW ALL MEN BY THESE PRESENTS:

That, H.B. Evans, a/k/a Harl B. 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-011 / 0000-31-024-02W-1-001-00

KNOW ALL MEN BY THESE PRESENTS:

That, **H.B. Evans, a/k/a Harl B. 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.

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-011 PARCEL# 0000-31-024-02W-1-001-00

H.B. EVANS

PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of the Northeast Quarter (NE1/4) of Section Thirty-one (31), 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 Northeast Quarter (NE1/4); thence S 00°16'12" E along the West line of said Northeast Quarter (NE1/4) a distance of 1295.56 feet to the Centerline of a Fifty-foot Perpetual Easement being the **POINT OF BEGINNING** of said Centerline; thence N 66°42'57" E along said Centerline a distance of 385.27 feet; thence N 75°41'51" E along said Centerline a distance of 962.30 feet; thence N 14°18'09" W along said Centerline a distance of 152.10 feet; thence N 66°42'57" E along said Centerline a distance of 1459.56 feet to the West Right-of-Way line for State Highway 20 and the end of said Centerline, containing 147,961 square feet or 3.40 acres, more or less. The side lines of the easement shall be lengthened or shortened to terminate at the West line of said Northeast Quarter (NE1/4) and at the West Right-of-Way line for State Highway 20.

The intent of this Easement is to be Fifty-foot in width with portions 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 148,297 square feet, or 3.40 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, 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 8th day of January, 2019.



Paul E. Davis

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

Exhibit "B"

TRACT N-011
 PARCEL# 0000-31-024-02W-1-001-00
 H.B. EVANS
 BOOK 751 PAGE 713-717
 NOBLE COUNTY, OKLAHOMA

LEGAL DESCRIPTION
 See Exhibit "A"

POB - POINT OF BEGINNING
 POC - POINT OF COMMENCEMENT

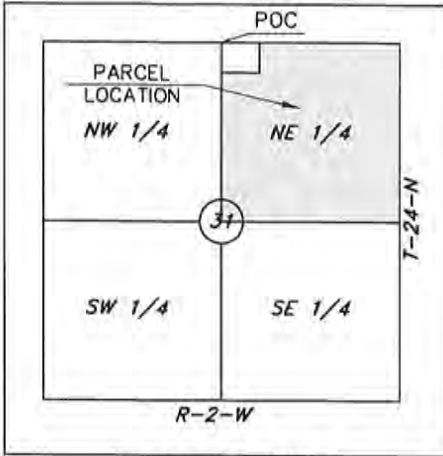
THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENTS AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANOR'S PROPERTY.

BEARINGS & DISTANCES
 GRID STATE PLANE
 OKLAHOMA NORTH

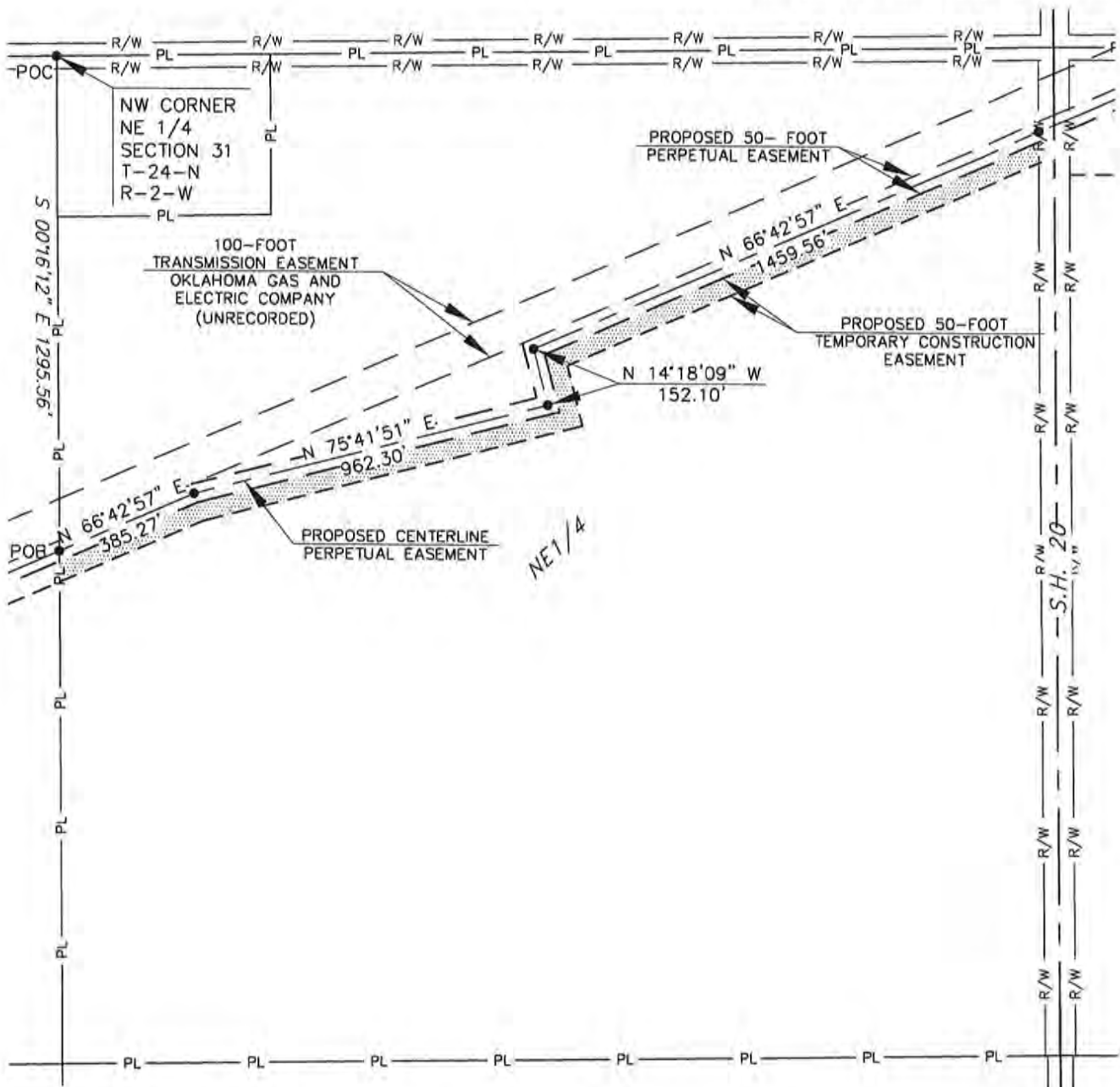
1" = 400'

Perpetual Easement 147,961 S.F. 3.40 Acres
 Temp Construction Easement 148,297 S.F. 3.40 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



Meeting Date: 06/18/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM TONY RAY FATH, THE ROY C. FATH LIVING TRUST, THE SHELLY JO COULTER TRUST, BRIAN HEMBREE, NINA GESCHWIND, TARA HEMBREE-GOLDMAN, AND THE JEMISON FAMILY IRREVOCABLE TRUST, OF KAY COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R1, PARCEL NO. K-095, IN THE AMOUNT OF \$10,800.00, AND AUTHORIZE PAYMENT.

BACKGROUND:

The Kaw Lake Water Supply Program requires the City to obtain easements from property owners whose property the Kaw Lake raw water pipeline crosses. This particular parcel of land is identified within the Kaw Lake Program as Parcel No. K-095. It is owned by Tony Ray Fath, the Roy C. Fath Living Trust, the Shelly Jo Coulter Trust, Brian Hembree, Nina Geschwind, Tara Hembree-Goldman, and the Jemison Family Irrevocable Trust, who have accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

A part of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of Section Twenty-eight (28), Township Twenty-five (25) North, Range One (1) East of the Indian Meridian, Kay County, State of Oklahoma, further described in the attachment, Exhibit "A".

The City of Enid's offer of \$10,800.00 has been accepted by Tony Ray Fath, the Roy C. Fath Living Trust, the Shelly Jo Coulter Trust, Brian Hembree, Nina Geschwind, Tara Hembree-Goldman, and the Jemison Family Irrevocable Trust.

RECOMMENDATION:

Accept Permanent and Temporary Waterline Easements.

PRESENTER:

Murali Katta, P.E., Project Engineer

Fiscal Impact

Budgeted Y/N: Y
Amount: \$10,800.00
Funding Source:
44-445-9151

Attachments

K095

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

UTILITY AND WATER LINE EASEMENT
Parcel # K-095 / 8000-28-025-01E-3-003-00

KNOW ALL MEN BY THESE PRESENTS:

That, Tony Ray Fath-undivided (1/4th) interest and Nina Kay Geschwind-undivided (1/4th) interest, subject to Life Estate in favor of Roy C. Fath, Trustee of the Roy C. Fath Living Trust under an instrument dated the 5th day of June, 2008, The Jemison Family Irrevocable Trust of 2011-undivided (1/4th) interest Subject to Life Estate in favor of S.P. Jemison, Shelly Jo Coulter Trust u/d/o June 3rd, 2015-undivided (1/8th) interest, Brian Thomas Hembree-undivided (1/16th) interest, Tara Louise Hembree Goldman-undivided (1/16th) interest, "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 Kay County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

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

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

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

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 12th day of April, 2019.

Sally Coulter
B.K.
John Hold
Winn K. Gesswein

OWNER(S):
Tony Fath
Signature
Tony Fath
Printed Name
Roy C. Fath Living Trust, Tony Fath TTEE
Signature
Tony Fath TTEE
Printed Name
Roy C. Fath Living Trust

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
COUNTY OF KAY) ss:
)

Before me, the undersigned, a Notary Public, in and for said County and State on this 12th day of APRIL, 2019, personally appeared, TONY RAY FATH 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

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 15 day of April, 2019.

OWNER(S):

James A. Jemison

JAMES A. JEMISON, TRUSTEE
Printed Name

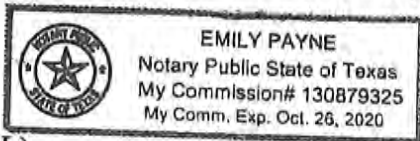
Printed Name

TRUST ACKNOWLEDGEMENT

STATE OF Texas)
COUNTY OF Walker) ss:

Before me, the undersigned, a Notary Public, in and for said County and State on this 15 day of April, 2019, personally appeared, James A Jemison, to me known to be the identical person who executed the within and foregoing instrument on behalf of the Trust, as its Trustee 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)

Emily Payne
Notary Public

My Commission Number: 130879325
My Commission Expires: 10/26/2020

TRUST ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF KAY)

Before me, the undersigned, a Notary Public, in and for said County and State on this 3RD day of APRIL, 2019, personally appeared, SHIRLEY J. COLLIER, to me known to be the identical person who executed the within and foregoing instrument on behalf of the Trust, as its Trustee 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

TRUST ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

Before me, the undersigned, a Notary Public, in and for said County and State on this ___ day of _____, _____, personally appeared, _____, to me known to be the identical person who executed the within and foregoing instrument on behalf of the Trust, as its Trustee and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public

(SEAL)

My Commission Number: _____
My Commission Expires: _____

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF KAY)

Before me, the undersigned, a Notary Public, in and for said County and State on this 8th day of APRIL, 2019, personally appeared, BRIAN THOMAS HUBBARD 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 8th day of APRIL, 2019, personally appeared, TARA LOUISE HUBBARD CROWD 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

TRUST ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF KAY)

Before me, the undersigned, a Notary Public, in and for said County and State on this 1st day of APRIL, 2019, personally appeared, TONY KAY FATH ✓, to me known to be the identical person who executed the within and foregoing instrument on behalf of the Trust, as its Trustee 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

TRUST ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

Before me, the undersigned, a Notary Public, in and for said County and State on this _____ day of _____, _____, personally appeared, _____, to me known to be the identical person who executed the within and foregoing instrument on behalf of the Trust, as its Trustee and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public

(SEAL)

My Commission Number: _____
My Commission Expires: _____

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF KAY)

Before me, the undersigned, a Notary Public, in and for said County and State on this 9th day of APRIL, 2019, personally appeared, NINA K GUSCHWALD, 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 # K-095 / 8000-28-025-01E-3-003-00

KNOW ALL MEN BY THESE PRESENTS:

That, Tony Ray Fath-undivided (1/4th) interest and Nina Kay Geschwind-undivided (1/4th) interest, subject to Life Estate in favor of Roy C. Fath, Trustee of the Roy C. Fath Living Trust under an instrument dated the 5th day of June, 2008, The Jemison Family Irrevocable Trust of 2011-undivided (1/4th) interest Subject to Life Estate in favor of S.P. Jemison, Shelly Jo Coulter Trust u/d/o June 3rd, 2015-undivided (1/8th) interest, Brian Thomas Hembree-undivided (1/16th) interest, Tara Louise Hembree Goldman-undivided (1/16th) interest, "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 Kay County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

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

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

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

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 15 day of April, 2019.

OWNER(S):

James A. Jemison ✓
JAMES A. JEMISON TRUSTEE
Printed Name

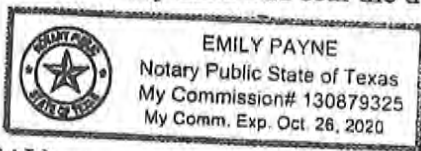
_____ Printed Name

TRUST ACKNOWLEDGEMENT

STATE OF Texas)
COUNTY OF Walker) ss:

Before me, the undersigned, a Notary Public, in and for said County and State on this 15 day of April, 2019, personally appeared, James A. Jemison, to me known to be the identical person who executed the within and foregoing instrument on behalf of the Trust, as its Trustee 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)

Emily Payne
Notary Public

My Commission Number: 130879325
My Commission Expires: 10/26/2020

TRUST ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF KAY)

Before me, the undersigned, a Notary Public, in and for said County and State on this 1st day of APRIL, 2019, personally appeared, TONY RAY KATH, to me known to be the identical person who executed the within and foregoing instrument on behalf of the Trust, as its Trustee 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

TRUST ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

Before me, the undersigned, a Notary Public, in and for said County and State on this _____ day of _____, _____, personally appeared, _____, to me known to be the identical person who executed the within and foregoing instrument on behalf of the Trust, as its Trustee and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public

(SEAL)

My Commission Number: _____
My Commission Expires: _____

TRUST ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF KAY)

Before me, the undersigned, a Notary Public, in and for said County and State on this 3RD day of APRIL, 2019, personally appeared, SHERRY Jo COWTER, to me known to be the identical person who executed the within and foregoing instrument on behalf of the Trust, as its Trustee 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

TRUST ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

Before me, the undersigned, a Notary Public, in and for said County and State on this _____ day of _____, _____, personally appeared, _____, to me known to be the identical person who executed the within and foregoing instrument on behalf of the Trust, as its Trustee and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public

(SEAL)

My Commission Number: _____
My Commission Expires: _____

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF KAY)

Before me, the undersigned, a Notary Public, in and for said County and State on this 7th day of April, 2019, personally appeared, BRIAN THOMAS W. BOERK 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

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF KAY)

Before me, the undersigned, a Notary Public, in and for said County and State on this 7th day of April, 2019, personally appeared, TARA LOUISE HARRISON 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 - K-095 PARCEL# 8000-28-025-01E-3-003-00

ROY C. FATH LIVING TRUST

PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section Twenty-eight (28), Township Twenty-five (25) North, Range One (1) East of the Indian Meridian, Kay County, State of Oklahoma, being more particularly described as follows:

Commencing at the Southwest corner of said Southwest Quarter (SW1/4) of Southwest Quarter (SW1/4); thence N 00°12'49" E along the West line of said Southwest Quarter (SW1/4) of Southwest Quarter (SW1/4) a distance of 161.71 feet to the Centerline of a Fifty-foot Perpetual Easement being the **POINT OF BEGINNING** of said Centerline; thence N 63°56'16" E along said Centerline a distance of 1484.10 feet to the East line of said Southwest Quarter (SW1/4) of Southwest Quarter (SW1/4) and end of said Centerline, containing 74,205 square feet or 1.70 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 Southwest Quarter (SW1/4).

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

Also:

A One Hundred-foot Temporary Construction Easement containing 148,384 square feet, or 3.41 acres more or less being North of and adjacent to the above described Perpetual Easement and as shown on Exhibit "B".

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

SURVEYOR'S CERTIFICATE

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

Witness my hand and seal this 23rd day of October, 2018.



A handwritten signature in cursive script, 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 K-095
 PARCEL# 8000-28-025-01E-3-003-00
 ROY C. FATH LIVING TRUST
 BOOK 1740, PAGE 651-652
 KAY COUNTY, OKLAHOMA
 POB - POINT OF BEGINNING
 POC - POINT OF COMMENCEMENT

LEGAL DESCRIPTION
 See Exhibit "A"

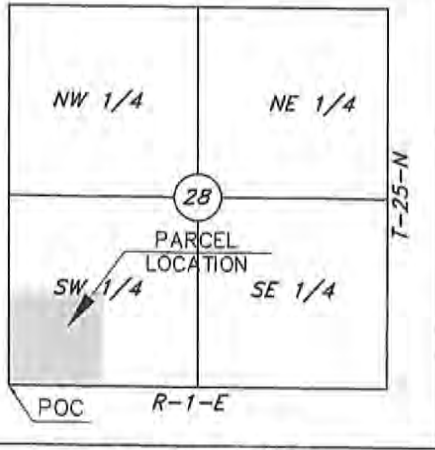
THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENTS AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.

BEARINGS & DISTANCES
 GRID STATE PLANE
 OKLAHOMA NORTH

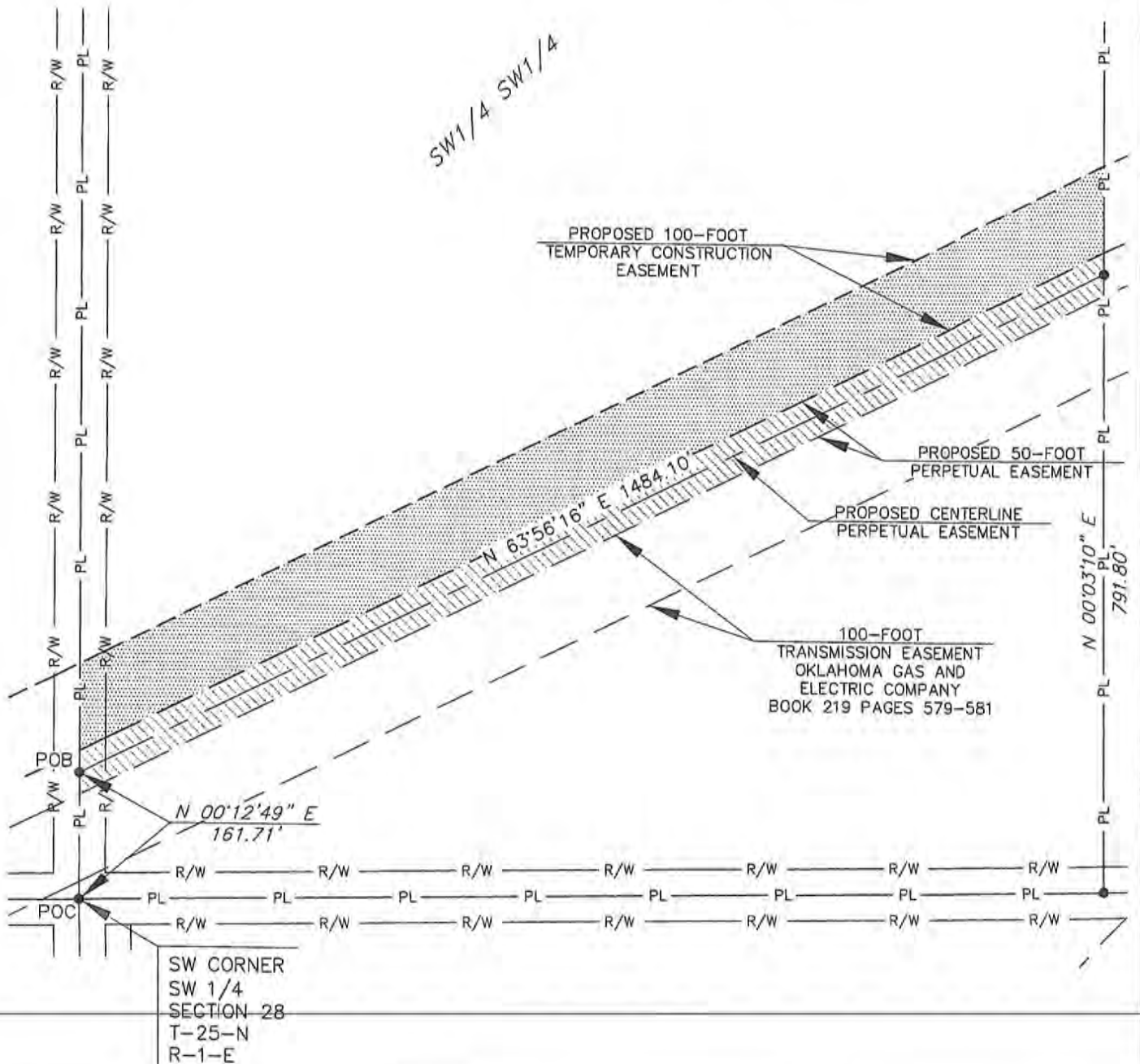
1" = 200'

Perpetual Easement 74,205 S.F. 1.70 Acres
 Temp Construction Easement 148,384 S.F. 3.41 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



SW CORNER
 SW 1/4
 SECTION 28
 T-25-N
 R-1-E

City Commission Meeting

7.12.

Meeting Date: 06/18/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM SHIRLEY A. KLINGER, OF KAY COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R1, PARCEL NO. K-039, IN THE AMOUNT OF \$9,825.00, AND AUTHORIZE PAYMENT.

BACKGROUND:

The Kaw Lake Water Supply Program requires the City to obtain easements from property owners whose property the Kaw Lake raw water pipeline crosses. This particular parcel of land is identified within the Kaw Lake Program as Parcel No. K-039. It is owned by Shirley A. Klinger, who has accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

The West Half (W/2) of the Southeast Quarter (SE/4) of Section Twenty-four (24), Township Twenty-five (25) North, Range One (1) East of the Indian Meridian, Kay County, State of Oklahoma, further described in the attachment, Exhibit "A".

The City of Enid's offer of \$9,825.00 has been accepted by Shirley A. Klinger.

RECOMMENDATION:

Accept Permanent and Temporary Waterline Easements.

PRESENTER:

Murali Katta, P.E., Project Engineer

Fiscal Impact

Budgeted Y/N: Y
Amount: \$9,825.00
Funding Source:
44-445-9151

Attachments

Klinger

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

UTILITY AND WATER LINE EASEMENT

Parcel # K-039 / 8000-24-025-01E-4-002-10

KNOW ALL MEN BY THESE PRESENTS:

That, **Shirley A. Klinger**, 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 Kay County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

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

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

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

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 9th day of April, 2019.

OWNER(S):

Shirley A. Klinger
Shirley A. Klinger

Shirley A. Klinger
Printed Name

Kenneth D. Klinger -spouse -deceased

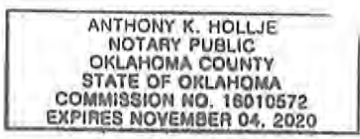
Printed Name

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF Kay)

Before me, the undersigned, a Notary Public, in and for said County and State on this 9th day of April, 2019, personally appeared, Shirley A. Klinger 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)

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 # K-039 / 8000-24-025-01E-4-002-10

KNOW ALL MEN BY THESE PRESENTS:

That, **Shirley A. Klinger**, "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 Kay County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

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

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

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

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 9th day of April, 2019.

OWNER(S):

Shirley A. Klinger
Shirley A. Klinger

Shirley A. Klinger
Printed Name

Kenneth D. Klinger-spouse - deceased

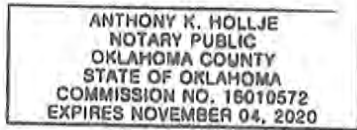
Printed Name

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF Kay)

Before me, the undersigned, a Notary Public, in and for said County and State on this 9th day of April, 2019, personally appeared Shirley A. Klinger 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 - K-039 PARCEL# 8000-24-025-01E-4-002-10

SHIRLEY A. KLINGER

PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of the West Half (W1/2) of the Southeast Quarter (SE1/4) of Section Twenty-four (24), Township Twenty-five (25) North, Range One (1) East of the Indian Meridian, Kay County, State of Oklahoma, being more particularly described as follows:

Commencing at the Southwest corner of said West Half (W1/2) of Southeast Quarter (SE1/4); thence N 00°22'29" W along the West line of said West Half (W1/2) of Southeast Quarter (SE1/4) a distance of 1261.72 feet to the Centerline of a Fifty-foot Perpetual Easement being the **POINT OF BEGINNING** of said Centerline; thence leaving said West Line N 76°31'20" E along said Centerline a distance of 1349.36 feet to the East line of said West Half (W1/2) of Southeast Quarter (SE1/4) and the end of said Centerline, containing 67,468 square feet or 1.55 acres, more or less. The side lines of the easement shall be lengthened or shortened to terminate at the East line and West line of said West Half (W1/2) of Southeast Quarter (SE1/4).

Also:

A Fifty-foot Temporary Construction Easement containing 67,468 square feet, or 1.55 acres more or less being adjacent to, and South of the above described Perpetual Easement and as shown on Exhibit "B".

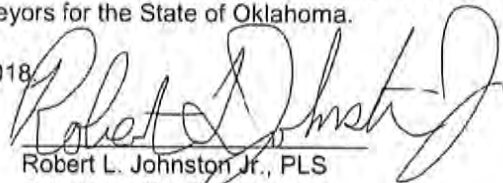
Bearings and Distances are GRID - Oklahoma State Plane - North Zone.

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 6th day of December, 2018





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

Exhibit "B"

TRACT K-039
 PARCEL# 8000-24-025-01E-4-002-10
 SHIRLEY A. KLINGER
 BOOK 990 PAGE 231 - 234
 BOOK 990 PAGE 244
 KAY COUNTY, OKLAHOMA

POB - POINT OF BEGINNING
 POC - POINT OF COMMENCEMENT

LEGAL DESCRIPTION
 See Exhibit "A"

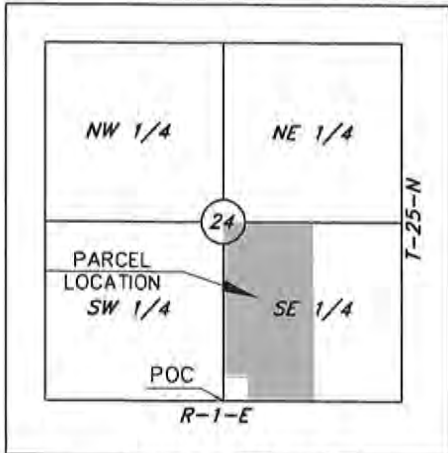
BEARINGS & DISTANCES
 GRID STATE PLANE
 OKLAHOMA NORTH

1" = 200'

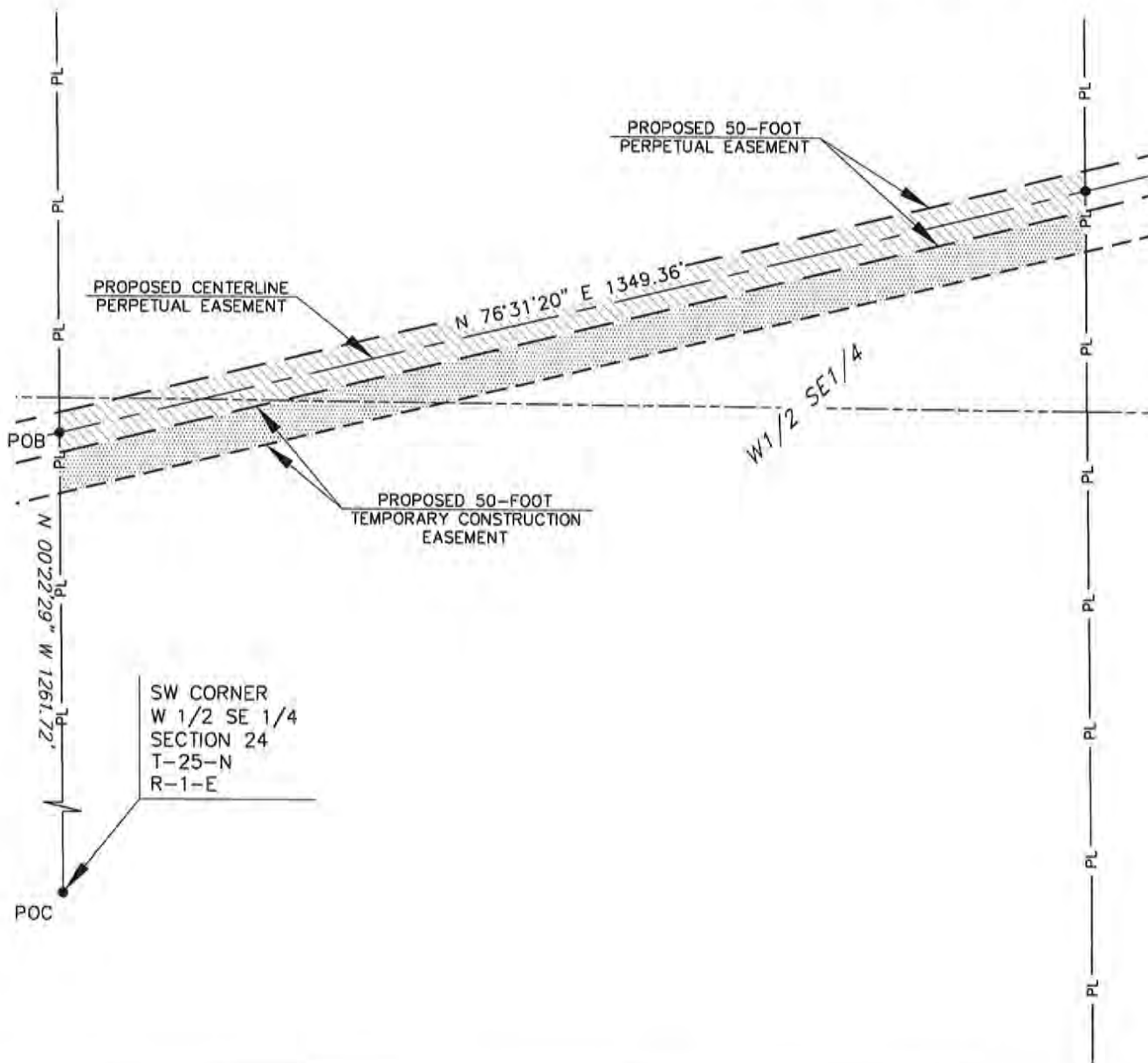
THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENTS AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.

Perpetual Easement 67,468 S.F. 1.55 Acres
 Temp Construction Easement 67,468 S.F. 1.55 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

7.13.

Meeting Date: 06/18/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM THE PONCA CITY UTILITY AUTHORITY, OF KAY COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R1, PARCEL NO. K-011, IN THE AMOUNT OF \$15,150.00, 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. K-011. It is owned by the Ponca City Utility Authority, who has accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

The East Half (E/2) of the Southeast Quarter (SE/4) of Section Seventeen (17), Township Twenty-five (25) North, Range Two (2) East of the Indian Base and Meridian, Kay County, State of Oklahoma, further described in the easement document.

The City of Enid’s offer of \$15,150.00 has been accepted by the Ponca City Utility Authority.

RECOMMENDATION:

Accept Permanent and Temporary Waterline Easements.

PRESENTER:

Murali Katta, P.E., Project Engineer

Fiscal Impact

Budgeted Y/N: Y
Amount: \$15,150.00
Funding Source:
44-445-9151

Attachments

PCUA

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

**PERMANENT WATER LINE EASEMENT
AND
TEMPORARY CONSTRUCTION EASEMENT**

Parcel # K-011 / 8000-17-025-02E-4-001-00

KNOW ALL MEN BY THESE PRESENTS:

That, Ponca City Utility Authority, a Public Trust of the City of Ponca City, "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 water line easement and right of way under, over, and across the following described real property and premises which is also shown in Exhibit B:

A part of the East Half (E1/2) of the Southeast Quarter (SE1/4) of Section Seventeen (17), Township Twenty-five (25) North, Range Two (2) East of the Indian Base and Meridian, Kay County, State of Oklahoma, being more particularly described as follows:

Commencing at the Northeast corner of said East Half (E1/2) of Southeast Quarter (SE1/4); thence S 00°45'20" E along the East line of said East Half (E1/2) of Southeast Quarter (SE1/4) a distance of 199.04 feet to the Centerline of a Fifty-foot Perpetual Easement being the POINT OF BEGINNING of said Centerline; thence leaving said East line S 38°52'46" W along said Centerline a distance of 2082.44 feet to the West line of said East Half (E1/2) of Southeast Quarter (SE1/4) and the end of said Centerline, containing 104,122 square feet or 2.39 acres, more or less. The side lines of the easement shall be lengthened or shortened to terminate at the West and East lines of said East Half (E1/2) of Southeast Quarter (SE1/4), all situated in Kay County, State of Oklahoma. (Bearings and Distances are GRID – Oklahoma State Plane – North Zone)

with right of ingress and egress to and from same, for the purpose of installing, constructing, operating, maintaining, repairing and replacing a single water line, and all appurtenances to thereon and thereunder, at an underground depth of at least forty-eight (48) inches, to have and to hold such waterline easement and right of way unto the City of Enid, Garfield County, Oklahoma and its successors and assigns, forever. This water line easement is personal to the City of Enid and to any public trust which the City of Enid is a beneficiary. This water line easement is not assignable to any other entity, whether public or private but the use by the City of Enid of constructions firms for the installation, ordinary maintenance, repair and replacement is to be treated as use by the City of Enid.

That the Ponca City Utility Authority as "Grantor" in consideration for the sum of ten Dollars and 00/100 (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledge, does hereby also assign, grant, and convey unto the City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation "Grantee" for the use and benefit of Grantee, an temporary construction easement and right of way under over and across the following described

real property and premises located in Kay County, State of Oklahoma, to wit:

A Fifty-foot Temporary Construction Easement containing 104,152 square feet, or 2.39 acres more or less being adjacent to, and Southeast of the above described Perpetual Waterline Easement. Said temporary construction easement shall be automatically terminated twenty-four (24) months after the start of construction.

Both Easements are shown in Attachment "B" hereto.

Grantor agrees not to build or construct any building or buildings or permanent structures upon the permanent waterline 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 water line and appurtenances.

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.

28th IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this day of May, 2019.

ATTEST

City Clerk



RONCA CITY UTILITY AUTHORITY
CHAIRPERSON

APPROVED AS TO FORM

City Attorney

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF KAY)

Before me, the undersigned, a Notary Public, in and for said County and State on this 28th day of May, 2019, personally appeared, Homer Nicholson to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed of the PCUA for the uses and purposes therein set forth.

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

(SEAL)

My Commission Number:

My Commission Expires:



Notary Public

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 "B"

TRACT K-011
 PARCEL# 8000-17-025-02E-4-001-00
 PONCA CITY UTILITY AUTHORITY
 BOOK 925 PAGE 166
 KAY COUNTY, OKLAHOMA

LEGAL DESCRIPTION

See Exhibit "A"

POB - POINT OF BEGINNING
 POC - POINT OF COMMENCEMENT

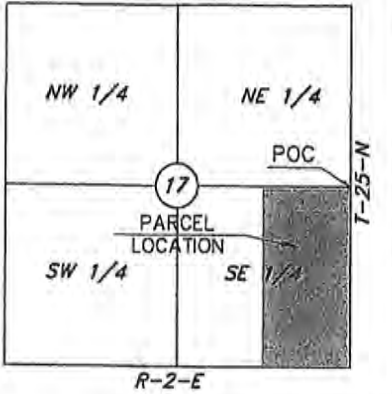
THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENTS AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.

Perpetual Easement 104,122 S.F. 2.39 Acres
 Temp Construction Easement 104,152 S.F. 2.39 Acres

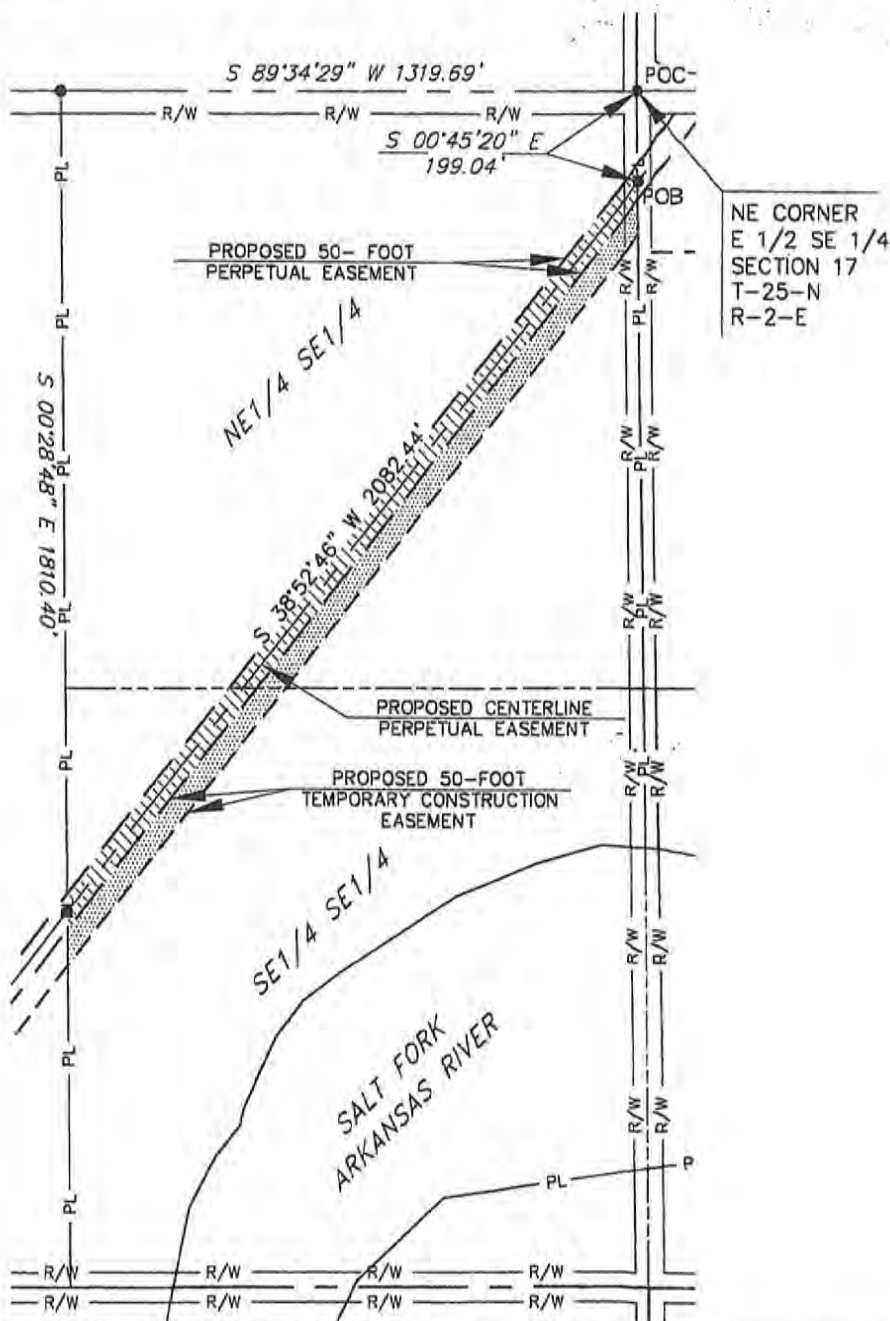
BEARINGS & DISTANCES
 GRID STATE PLANE
 OKLAHOMA NORTH

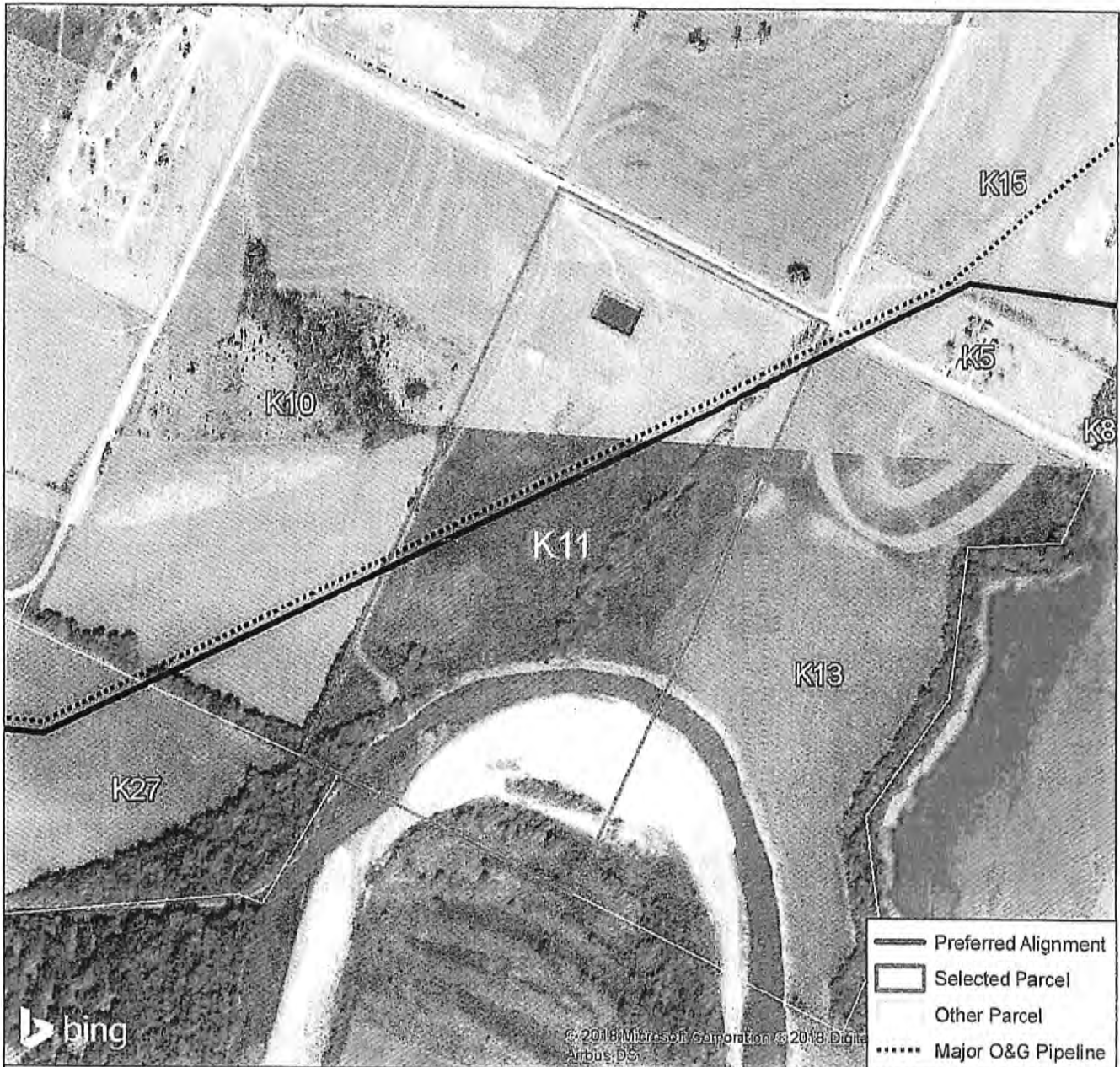
1" = 400'

- 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: K11		Parcel Owner: PONCA CITY UTILITY AUTHORITY	
County:	Kay	Bio Study:	Yes
STR:	17-T25N-R1E	CR Study:	Yes
Phone:		Temp SF:	No
Jurisdiction:	City and Kay County	Perm SF:	No
Project No.:	6	Trench Monitor:	Yes
Pip Seg No.:	PIP6-26	Notify before topo:	Yes
Survey Access:	Granted	Topo Survey:	No
Boundary Survey:	Yes		
Tribal ID:	0	Co. ID:	8000-17-025-02E-4-001-00

Parcel Mapbook



City Commission Meeting

7.14.

Meeting Date: 06/18/2019

Submitted By: Erin Crawford, Chief Financial Officer

SUBJECT:

AWARD A PROFESSIONAL SERVICES CONTRACT WITH RSM US LLP, OKLAHOMA CITY, OK, IN THE AMOUNT OF \$88,170.00 TO COMPLETE FINANCIAL STATEMENT PREPARATION; THE INDEPENDENT AUDITOR'S REPORT ON THE FINANCIAL STATEMENTS OF THE CITY OF ENID, OKLAHOMA AND ITS RELATED AUTHORITIES; COMPLETE THE SINGLE-AUDIT COMPLIANCE AUDIT; AND THE STATE AUDITOR AND INSPECTOR FORM 2643.

BACKGROUND:

This is a companion item to Item 16.1. The City of Enid solicited proposals to conduct the 2017-2018 audit and complete the Independent Auditor's Report on the financial statements of the City of Enid and its related authorities no later than December 31, 2018, with an option to renew annually for five years. Proposals were sent to 12 audit firms on the approved Oklahoma Board of Accountancy government auditor list. Two proposals were received from Arledge & Associates, P.C., Edmond, OK and RSM US LLP, Oklahoma City, OK. The proposals are on file in the office of the City Clerk. The selection committee determined RSM US LLP was the best qualified firm to deliver the required services and the City Commission awarded the professional services contract with RSM US LLP, Oklahoma City, OK.

This item will renew the contract for a second year for to conduct the 2018-2019 audit and complete the Independent Auditor's Report on the financial statements of the City of Enid and its related authorities no later than December 31, 2019. Total compensation for these services will not exceed \$88,170.00 for the 2018-2019 audit services, which represents an increase of \$1,570.00 from the 2017-2018 audit service fee or an approximate 1.8% increase.

RECOMMENDATION:

Renew the professional services contract with RSM US LLP to conduct the 2018-2019 audit services in the amount of \$88,170.00 and authorize the Mayor to execute all documents.

PRESENTER:

Erin Crawford, Chief Financial Officer

Fiscal Impact

Budgeted Y/N: Y
Amount: \$88,170.00
Funding Source:
General Fund

Attachments

Arrangement Letter



RSM US LLP

210 Park Avenue
Suite 1725
Oklahoma City, OK 73102

T +1 405 239 7961
F +1 405 235 0042

www.rsmus.com

June 18, 2019

Mr. Jerald Gilbert, City Manager
Ms. Erin Crawford, Chief Financial Officer
401 West Owen K. Garriott Road
City of Enid
Enid, Oklahoma

Attention: City Council

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit City of Enid's (the City) governmental activities, business-type activities, each major fund and aggregate remaining fund information as of and for the year ended June 30, 2019, which collectively comprise the basic financial statements. Our audit will also include required supplementary information and other supplementary information presented by the City. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

We will also report on whether certain supplemental information (statement of changes in assets and liabilities-agency funds and schedule of expenditures of federal awards) is fairly stated in all material respects in relation to the financial statements as a whole. The accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the budgetary comparison schedules, the schedule of the City's proportionate share of the net pension liability, and the schedule of the City's contributions to the various defined benefit retirement plans for which the City participates and the schedule of contributions to OPEB Plan that the City sponsors be presented to supplement the basic financial statements. We will apply certain limited procedures to this required supplementary information, but will not express an opinion or provide any assurance on this information.

We will also perform the audit of City of Enid as of June 30, 2019 so as to satisfy the audit requirements imposed by the Single Audit Act and Subpart F of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The Responsibilities of the Auditor

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS); *Government Auditing Standards* issued by the Comptroller General of the United States (GAS); the provisions of the Single Audit Act; Subpart F of Title 2 U.S. CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*; and the U.S. Office of Management and Budget's (OMB) Compliance Supplement. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the

THE POWER OF BEING UNDERSTOOD
AUDIT | TAX | CONSULTING

auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of

accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of abuse is subjective; therefore, GAS does not expect us to provide reasonable assurance of detecting abuse.

In making our risk assessments, we consider internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the City Council (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

The funds that you have told us are maintained by the City and that are to be included as part of our audit are listed here:

Governmental Funds include:

- General Fund
- Special Projects
- CDBG Fund
- Park Board
- Storm Water Fund
- Water Capital Improvements Fund
- Vance Development Authority
- Police Fund
- Water Assessment
- Paving Assessment Fund
- 911 Fund
- Debt Service Fund
- Capital Projects Escrow
- Enid Economic Development Authority
- Capital Improvements Fund
- Street and Alley
- Fire Fund
- Street Improvement Fund
- Sanitary Sewer Fund

Community Intervention Center

Enterprise Funds include:

- Enid Municipal Authority
- Enid Event Center and Convention Hall
- Enid Public Transportation Authority
- Woodring Airport
- Meadowlake Golf Course

Other Fund Types: Court Bond Fund and CLEET Fund

Internal Service Fund: Health Care Fund

Fiduciary Fund: Defined Benefit Retirement Plan

Fiduciary Fund: 401(k) Retirement Plan

City management will inform us of any new funds that have been created.

The City's blended component units whose financial statements you have told us are to be included as part of the City's basic financial statements are Enid Municipal Authority, Vance Development Authority, Enid Public Transportation Authority, and the Enid Economic Development Authority. The City has no discrete component units that are required to be included in the City's basic financial statements. There are no component units whose financial statements you have told us will be omitted from the basic financial statements.

We are responsible for the compliance audit of major programs under the Uniform Guidance, including the determination of major programs, the consideration of internal control over compliance, and reporting responsibilities.

Our report(s) on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and regulations identified above. Our report(s) on compliance matters will address material errors, fraud, abuse, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts; and any state or federal grant, entitlement or loan program questioned costs of which we become aware, consistent with requirements of the standards and regulations identified above.

The City is a recipient of in Federal programs funded by various Federal agencies, including, but not limited to:

- U.S. Department of Housing and Urban Development
- U.S. Department of Homeland Security
- U.S. Department of Transportation
- U.S. Department of Justice
- Environment Protection Agency

You will provide us with a preliminary schedule of expenditures of federal awards, covering Federal expenditures for the period from July 1, 2018 through June 30, 2019, by August 5, 2019. We will make our preliminary determination of major programs from this schedule. A final schedule of expenditures of federal awards will be provided to us by October 21, 2019.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not evaluate subsequent events earlier than the date of the management representation letter referred to below;

3. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
4. For establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;
5. For report distribution; and
6. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;

As part of our audit process, we will request from management and when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for identifying and ensuring that the City complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud or abuse, and for informing us about all known or suspected fraud or abuse affecting the City involving management, employees who have significant roles in internal control, and others where the fraud or abuse could have a material effect on the financial statements or compliance. Management is also responsible for informing us of its knowledge of any allegations of fraud or abuse, or suspected fraud or abuse, affecting the City received in communications from employees, former employees, analysts, regulators or others.

Management is responsible for the preparation of the required supplementary information (RSI) and supplementary information presented in relation to the financial statements as a whole in accordance with accounting principles generally accepted in the United States of America. Management agrees to include the auditor's report on the RSI and supplementary information in any document that contains the supplementary information and that indicates that the auditor has reported on such RSI and supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

Because the audit will be performed in accordance with the Single Audit Act and the Uniform Guidance, management is responsible for (a) identifying all federal awards received and expended; (b) preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with Uniform Guidance requirements; (c) internal control over compliance; (d) compliance with federal statutes, regulations, and the terms and conditions of federal awards; (e) making us aware of significant vendor relationships where the vendor is responsible for program compliance; (f) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings and a corrective action plan; and (g) submitting the reporting package and data collection form.

The City Council is responsible for informing us of its views about the risks of fraud or abuse within the City, and its knowledge of any fraud or abuse or suspected fraud or abuse affecting the City.

You have informed us that you may issue public debt in the future and that you may include our report on your financial statements in the offering statement. You have further informed us that you do not intend for us to be associated with the proposed offering.

We agree that our association with any proposed offering is not necessary, providing City of Enid agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. City of Enid agrees that the following disclosure will be prominently displayed in any such official statement or memorandum:

RSM US LLP, our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. RSM US LLP also has not performed any procedures relating to this official statement.

Because RSM US LLP will rely on City of Enid and its management and the City Council to discharge the foregoing responsibilities, City of Enid holds harmless and releases RSM US LLP and its partners and employees from all claims, liabilities, losses and cost arising in circumstances where there has been a knowing misrepresentation by a member of City of Enid's management that has caused, in any respect, RSM US LLP's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

Records and Assistance

If circumstances arise relating to the condition of the City's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by City personnel, including the preparation of schedules and analyses of accounts, will be discussed and coordinated with City management. The audit timeline and participation list will be discussed with and agreed to by Jerald Gilbert, City Manager, and Erin Crawford, Chief Financial Officer. The timely and accurate completion of this work is an essential condition to completion of the audit and issuance of our audit report by December 31, 2019.

In connection with our audit, you may request us to perform certain accounting services necessary for the preparation of the financial statements, including assistance with drafting of the financial statements. The GAS independence standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments, and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to City of Enid, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit service to be performed. City of Enid has agreed that Erin Crawford, Chief Financial Officer, possesses suitable skill, knowledge, or experience and that the individual understands the financial statement preparation services to be performed sufficiently to oversee them. Accordingly, the management of City of Enid agrees to the following:

1. City of Enid has designated Erin Crawford, Chief Financial Officer, a senior member of management who possesses suitable skill, knowledge, and experience to oversee the services;
2. Erin Crawford, Chief Financial Officer will assume all management responsibilities for subject matter and scope of the drafting of the financial statements;
3. City of Enid will evaluate the adequacy and results of the services performed; and
4. City of Enid accepts responsibility for the results and ultimate use of the services.

GAS further requires that we establish an understanding with City of Enid's management and those charged with governance of the objectives of the non-audit service, the services to be performed, the City's acceptance of its responsibilities, the auditor's responsibilities and any limitations of the non-audit service. We believe this letter documents that understanding.

Other Relevant Information

RSM US LLP may mention the City's name and provide a general description of the engagement in RSM US LLP's client lists and marketing materials.

From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

In accordance with GAS, a copy of our most recent peer review report is enclosed for your information.

Fees, Costs, and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement plus direct expenses including report processing, travel, meals, and fees for services from other professionals, as well as a charge of 5 percent of fees for all other expenses, including indirect administrative expenses such as technology, research and library databases, communications, photocopying, postage and clerical assistance. Our fee estimate and completion of our work is based upon the following criteria:

1. Anticipated cooperation from City personnel
2. Timely responses to our inquiries

3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred. Our fee for the services described in this letter will be as follows:

- Audit of financial statements, including assistance with financial statement preparation \$88,170
- Uniform Guidance compliance audit \$3,000 per major program

Our fees for the services described in this letter will not exceed the amount listed above, unless any of the aforementioned criteria are not met, in which case we will discuss the situation with you before proceeding. The professional fees for the Federal program compliance audit in accordance with Uniform Guidance is dependent upon the number of programs that are required to be audited in accordance with Uniform Guidance. We will provide you with the initial estimate upon receipt of the preliminary Schedule of Expenditures of Federal Awards, and the final amount upon receipt of the final schedule. Other factors that could cause an adjustment to the professional fees include new funds or component units not previously communicated to us, changes in laws and regulations, accounting principles, auditing standards, and other matters that increase the amount of work required to complete the audit. All other provisions of this letter will survive any fee adjustment.

When an engagement has been suspended at the request of management or those charged with governance and work on that engagement has not recommenced within 120 days of the request to suspend our work, RSM US LLP may, at its sole discretion, terminate this arrangement letter without further obligation to City of Enid. Resumption of audit work following termination may be subject to our client acceptance procedures and, if resumed, will necessitate additional procedures not contemplated in this arrangement letter. Accordingly, the scope, timing and fee arrangement discussed in this arrangement letter will no longer apply. In order for RSM US LLP to recommence work, a new arrangement letter would need to be mutually agreed upon and executed.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, the City agrees it will compensate RSM US LLP for any additional costs incurred as a result of the City's employment of a partner or professional employee of RSM US LLP.

The audit documentation for this engagement is the property of RSM US LLP and constitutes confidential information.

Review of audit documentation by a successor auditor or as part of due diligence will be agreed to, accounted for and billed separately.

In the event we are requested or authorized by City of Enid or are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for City of Enid, City of Enid will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The documentation for this engagement is the property of RSM US LLP. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested documentation will be provided under the supervision of RSM US LLP audit personnel and at a location designated by our firm.

Claim Resolution

City of Enid and RSM US LLP agree that no claim arising out of services rendered pursuant to this arrangement letter shall be filed more than the earlier of two years after the date of the audit report issued by RSM US LLP or the date of this arrangement letter if no report has been issued. In no event shall either party be liable to the other for claims of punitive, consequential, special, or indirect damages. RSM US LLP's liability for all claims, damages and costs of City of Enid arising from this engagement is limited to the amount of fees paid by City of Enid to RSM US LLP for the services rendered under this arrangement letter.

Information Security - Miscellaneous Terms

RSM US LLP is committed to the safe and confidential treatment of City of Enid's proprietary information. RSM US LLP is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. City of Enid agrees that it will not provide RSM US LLP with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of City of Enid's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

RSM US LLP may terminate this relationship immediately in its sole discretion if RSM US LLP determines that continued performance would result in a violation of law, regulatory requirements, applicable professional standards or RSM US LLP's client acceptance or retention standards, or if City of Enid is placed on a verified sanctioned entity list or if any director or executive of, or other person closely associated with, City of Enid or its affiliates is placed on a verified sanctioned person list, in each case, including but not limited to lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the United Nations Security Council, the European Union or any other relevant sanctioning authority.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Reporting

We will issue a written report upon completion of our audit City of Enid's financial statements. Our report will be addressed to the City Council of City of Enid. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In addition to our report on City of Enid's financial statements, we will also issue the following types of reports:

1. A report on the fairness of the presentation of the City's schedule of expenditures of federal awards for the year ending June 30, 2019;
2. Reports on internal control related to the financial statements and major programs. These reports will describe the scope of testing of internal control and the results of our tests of internal controls;
3. Reports on compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any noncompliance that could have a material effect on the financial statements and any noncompliance that could have a material effect, as defined by Subpart F of Title 2 U.S. CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, on each major program; and
4. An accompanying schedule of findings and questioned costs.

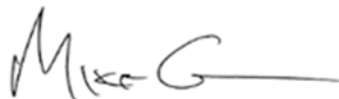
This letter constitutes the complete and exclusive statement of agreement between RSM US LLP and City of Enid, superseding all proposals, oral or written, and all other communications with respect to the terms of the engagement between the parties.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature of a party to this agreement or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities or (iv) a digital signature. This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements, including our respective responsibilities.

RSM US LLP

A handwritten signature in black ink, appearing to read "Mike Gibson", with a long horizontal line extending to the right.

Mike Gibson, Partner

Confirmed on behalf of City of Enid:

Mayor

Management's acknowledgment of the agreement:

City Manager

Chief Financial Officer

City Commission Meeting

7.15.

Meeting Date: 06/18/2019

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$3,437,958.34.

Attachments

Claimslist

JP Morgan

PURCHASE ORDER CLAIMS LIST

6/18/2019

FUND 10 DEPT 000 - N.A.

01-02082	AT&T MOBILITY	PO0156008	MONTHLY SERVICE 5/19	\$4,345.60
01-03030	OKLAHOMA UNIFORM BUILDING CODE COM	PO0156093	OUBCC FEES 5/19	\$808.00
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0155926	MONTHLY SERVICE 5/19	\$134.52
01-15125	OK GAS & ELECTRIC	PO0155929	MONTHLY SERVICE 5/19	\$851.45
01-15125	OK GAS & ELECTRIC	PO0156073	MONTHLY SERVICE 5/19	\$4,234.81
01-15125	OK GAS & ELECTRIC	PO0156075	MONTHLY SERVICE 5/19	\$16,771.14
01-15125	OK GAS & ELECTRIC	PO0156078	MONTHLY SERVICE 5/19	\$81,154.35
01-16004	PDQ PRINTING	PO0156052	ENVELOPES/ST	\$620.00
01-16018	POSTMASTER	PO0156077	ANNUAL PO BOX FEE	\$512.00
01-67400	WESTEL	PO0155927	MONTHLY SERVICE 5/19	\$16.51
N.A. TOTAL				\$109,448.38

FUND 10 DEPT 100 - ADM. SERVICES

01-01783	JP MORGAN CHASE	PO0156015	CHASE PAYMENT	\$456.78
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0156028	JANITORIAL SERVICE 5/19	\$2,046.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155849	MOW/#1 WOODLANDS	\$65.00
01-07085	GREATER ENID CHAMBER OF COMMERCE	PO0156025	ANNUAL SPONSORSHIP	\$1,600.00
01-16145	PETTY CASH	PO0156087	REIMB/TRAVEL/KAW LAKE/J GILBERT	\$10.38
01-50210	LOWE'S HOME CENTERS, INC.	PO0155839	TILE/SPRAY PAINT/SCREWS	\$24.29
01-74160	GRAND NATIONAL QUAIL CLUB	PO0155986	ANNUAL SPONSORSHIP	\$4,000.00
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0155881	NUTS/BOLTS/SCREWS	\$22.55
ADM. SERVICES TOTAL				\$8,225.00

FUND 10 DEPT 110 - HUMAN RESOURCES

01-01783	JP MORGAN CHASE	PO0156015	CHASE PAYMENT	\$425.75
01-04216	HATFIELD, JEFF	PO0155995	TUITION ASSISTANCE	\$1,000.00
01-04239	PROMANTEK, INC	PO0156059	ANNUAL TRAKSTAR RENEW	\$7,150.19
HUMAN RESOURCES TOTAL				\$8,575.94

FUND 10 DEPT 120 - LEGAL SVCS.

01-00612	PHYSICIANS GROUP, LLC	PO0155942	WC/MEDICAL	\$948.36
01-01232	HERRING RUSSELL	PO0155937	WC/TRAVEL REIMB	\$358.50
01-01255	INDEPENDENT MEDICAL EXAMS	PO0155945	WC/MEDICAL	\$197.36
01-01783	JP MORGAN CHASE	PO0156015	CHASE PAYMENT	\$127.58
01-02425	MCGEE EYE INSTITUTE	PO0156037	WC/MEDICAL	\$232.84
01-02899	UNITED SAFETY & CLAIMS, INC.	PO0156017	BILL REVIEW FEE 5/10/19-5/31/19	\$726.71
01-04618	ARENS, EDWARD C/O HALLEY, TALBOT &	PO0155931	WC/TRAVEL REIMB	\$112.40
01-05266	FIRSTCHOICE HEALTHCARE, P.C.	PO0155935	WC/MEDICAL	\$295.52
01-05410	EFFEL MEDICAL, LLC	PO0155932	WC/MEDICAL	\$668.04
01-05551	BLANCHARD LAW FIRM, P.C.	PO0155947	WC/ATTORNEY FEE	\$1,561.50
01-06044	SRPS, LLC.	PO0155992	WC/MEDICAL	\$417.23
01-06138	DOTSON, SHELBI DAWN	PO0156016	REFUND/OVERPAYMENT	\$165.00
01-13089	MERRIFIELD OFFICE SUPPLY	PO0156067	CALCULATOR/INK REFILLS	\$31.09
01-15001	OK ASSOC. OF MUNICIPAL ATTORNEYS	PO0156057	ANNUAL DUES RENEW/C LAHMAN	\$480.00
01-33380	OPFER, DAVID	PO0155816	WC/MEDICAL	\$317.36
01-33380	OPFER, DAVID	PO0155908	WC/MEDICAL	\$317.36
01-35960	FAMILY PHARMACY	PO0155946	WC/MEDICAL	\$116.49
LEGAL SVCS. TOTAL				\$7,073.34

FUND 10 DEPT 140 - SAFETY

01-01783	JP MORGAN CHASE	PO0156015	CHASE PAYMENT	\$314.70
01-19001	STANLEY'S WRECKER SERVICE	PO0155993	V1004 TOW	\$153.75
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0156019	DRUG SCREEN/HEP B VACCINES (2)	\$150.00
SAFETY TOTAL				\$618.45

FUND 10 DEPT 150 - PR/ETN/MARKETING

01-01163	ADVANCED WATER SOLUTIONS	PO0155882	WATER COOLER RENTAL 6/19	\$24.30
01-01783	JP MORGAN CHASE	PO0156015	CHASE PAYMENT	\$2,388.00
01-02421	SUDDENLINK	PO0156003	MONTHLY SERVICE 6/19	\$366.37
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0156028	JANITORIAL SERVICE 5/19	\$90.00
01-72920	EAGLE MARKETING, INC.	PO0155900	ADVERTISING	\$460.00
PR/ETN/MARKETING TOTAL				\$3,328.67

FUND 10 DEPT 200 - GENERAL GOVERNMENT

01-01783	JP MORGAN CHASE	PO0156015	CHASE PAYMENT	\$713.53
01-02656	ROGGOW CONSULTING	PO0149578	CONSULTING SERVICE 7/18-6/19	\$4,000.00
01-05134	ENID NEWS & EAGLE	PO0155901	PUBLICATIONS	\$174.30
01-16004	PDQ PRINTING	PO0156053	BUSINESS CARDS/D MASON	\$45.00
01-16145	PETTY CASH	PO0156079	REIMB/TRAVEL/DC TRIP (3)	\$305.22
01-18022	RUSCO PLASTICS	PO0155979	NAME PLATES (2)	\$14.10
01-39700	GARFIELD CO. LEGAL NEWS	PO0155904	PUBLICATIONS	\$200.10
GENERAL GOVERNMENT TOTAL				\$5,452.25

FUND 10 DEPT 210 - ACCOUNTING

01-01163	ADVANCED WATER SOLUTIONS	PO0155882	WATER COOLER RENTAL 6/19	\$31.20
01-01783	JP MORGAN CHASE	PO0156015	CHASE PAYMENT	\$45.85
01-13089	MERRIFIELD OFFICE SUPPLY	PO0155966	STAPLER	\$67.35
01-16004	PDQ PRINTING	PO0156052	PAYROLL ENVELOPES	\$105.00
ACCOUNTING TOTAL				\$249.40

FUND 10 DEPT 250 - INFORMATION TECHNOLOGY

01-01783	JP MORGAN CHASE	PO0156015	CHASE PAYMENT	\$477.06
01-02082	AT&T MOBILITY	PO0155817	MONTHLY SERVICE 6/19	\$752.87
01-42400	AT & T	PO0155930	MONTHLY SERVICE 6/19	\$513.22
INFORMATION TECHNOLOGY TOTAL				\$1,743.15

FUND 10 DEPT 350 - CODE ENFORCEMENT

01-00092	CONSTRUCTION INDUSTRIES BOARD	PO0156066	ANNUAL LICENSE RENEW/P ANSTEAD	\$35.00
01-01783	JP MORGAN CHASE	PO0156015	CHASE PAYMENT	\$381.80
01-02639	RON'S MOWING SERVICE	PO0155861	MOW/305 SOMBRERO	\$60.00
01-02639	RON'S MOWING SERVICE	PO0155861	MOW/321 N 15TH	\$60.00
01-02639	RON'S MOWING SERVICE	PO0155861	MOW/415 E STATE	\$60.00
01-02639	RON'S MOWING SERVICE	PO0155861	MOW/309 E STATE	\$60.00
01-02639	RON'S MOWING SERVICE	PO0155861	MOW/2505 E OAK	\$60.00
01-02639	RON'S MOWING SERVICE	PO0156061	MOW/2230 E CYPRESS	\$60.00
01-02639	RON'S MOWING SERVICE	PO0156061	MOW/1314 S VAN BUREN	\$60.00
01-02639	RON'S MOWING SERVICE	PO0156061	MOW/1609 W MAPLE	\$60.00
01-02639	RON'S MOWING SERVICE	PO0156061	MOW/461 E ILLINOIS	\$60.00
01-02639	RON'S MOWING SERVICE	PO0156061	MOW/1417 E MAPLE	\$100.00
01-04732	DEAL LAWN CARE	PO0155898	MOW/1402 S LEONA MITCHELL	\$120.00
01-04732	DEAL LAWN CARE	PO0155898	MOW/1406 N 12TH	\$120.00
01-04732	DEAL LAWN CARE	PO0155898	MOW/2421 E OAK	\$120.00
01-04732	DEAL LAWN CARE	PO0155898	MOW/2411 E OAK	\$120.00
01-04732	DEAL LAWN CARE	PO0155898	MOW/2321 E OAK	\$120.00
01-04732	DEAL LAWN CARE	PO0155898	MOW/623 E WABASH	\$150.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155849	MOW/2106 W ELM	\$55.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155849	MOW/118 S 16TH	\$55.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155849	MOW/1755 E MAINE	\$55.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155849	MOW/414 E PINE	\$55.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155849	MOW/510 E IOWA	\$55.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155849	MOW/457 E IOWA	\$55.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155849	MOW/1508 S 2ND	\$55.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155849	MOW/1025 N 13TH	\$55.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155849	MOW/418 N 11TH	\$55.00

01-05114	HRT SERVICE COMPANY, LLC.	PO0155849	MOW/1209 N DAVIS	\$55.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155849	MOW/1502 S 2ND	\$75.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155849	MOW/2310 E PINE	\$75.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155997	MOW/602 E BIRCH	\$55.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155997	MOW/2602 N JEFFERSON	\$75.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155997	MOW/3309 S VAN BUREN	\$250.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155997	MOW/317 S COOLIDGE	\$400.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0155879	MOW/460 E INDIANA	\$75.00
01-16145	PETTY CASH	PO0156085	REIMB/FILING FEES	\$723.00
CODE ENFORCEMENT TOTAL				\$4,084.80

FUND 10 DEPT 400 - ENGINEERING

01-01163	ADVANCED WATER SOLUTIONS	PO0155882	WATER COOLER RENTAL 6/19	\$51.15
01-01783	JP MORGAN CHASE	PO0156015	CHASE PAYMENT	\$387.27
01-02116	MESHEK & ASSOCIATES, PLC	PO0149818	G-1901A WEB VIEWER TESTING	\$437.50
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0155926	MONTHLY SERVICE 5/19	\$50.40
01-13089	MERRIFIELD OFFICE SUPPLY	PO0156067	WIRELESS MOUSE	\$34.12
01-16004	PDQ PRINTING	PO0156053	BUSINESS CARDS (2)	\$90.00
01-16145	PETTY CASH	PO0156087	NOTARY COMMISSION/J NICHOLSON	\$25.00
ENGINEERING TOTAL				\$1,075.44

FUND 10 DEPT 700 - PUBLIC WORKS MGMT

01-01338	J & P SUPPLY, INC.	PO0155999	TISSUE/LINERS/TOWELS	\$142.07
01-01783	JP MORGAN CHASE	PO0156015	CHASE PAYMENT	\$1,018.92
01-04129	OK DEPT. OF CORRECTIONS	PO0155976	INMATE MEALS (12)	\$810.00
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0156028	JANITORIAL SERVICE 5/19	\$1,705.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155997	MOW/2ND/WABASH	\$45.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155997	MOW/213 S 16TH	\$45.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155997	MOW/702 S GRAND	\$45.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155997	MOW/1326 E MAINE	\$45.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155997	MOW/426 E BROADWAY	\$45.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155997	MOW/1124 N 2ND	\$45.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155997	MOW/226 E CHERRY	\$45.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155997	MOW/616 N CLEVELAND	\$65.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155997	MOW/2016 N GRAND	\$65.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155997	MOW/124 N 5TH	\$65.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155997	MOW/501 E RANDOLPH	\$65.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155997	MOW/617 E ILLINOIS	\$65.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0155964	MOW/E STATE AVE LOT	\$90.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0155964	MOW/GARRIOTT/E RAILROAD LOT	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0155964	MOW/GARRIOTT/W RAILROAD LOT	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0155964	MOW/202 E GARRIOTT	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0155964	MOW/1302 W RANDOLPH	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0155964	MOW/1702 W RANDOLPH	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0155964	MOW/1422 W RANDOLPH	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0155964	MOW/1222 W RANDOLPH	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0155964	MOW/1124 W JAMES	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0155964	MOW/POLK/JAMES LOT	\$45.00
01-80445	A E HOWARD TILE AND CARPET, INC.	PO0155883	BASEBOARDS (60)/FLOORING/MORTAR (6)	\$399.84
01-80445	A E HOWARD TILE AND CARPET, INC.	PO0155948	FLOOR TILES (43 CARTONS)	\$504.39
PUBLIC WORKS MGMT TOTAL				\$5,715.22

FUND 10 DEPT 710 - FLEET MAINTENANCE

01-01338	J & P SUPPLY, INC.	PO0155999	TOWELS/TISSUE CLEANER	\$395.26
01-01783	JP MORGAN CHASE	PO0156015	CHASE PAYMENT	\$1,164.98
01-01908	DOUBLE CHECK COMPANY, INC.	PO0155978	PUMP REPAIR	\$172.74
01-02021	B'S QUALITY DOOR, INC.	PO0155959	OVERHEAD DOOR REPAIR	\$367.00
01-04116	DOWNTOWN THREADS	PO0155980	SHIRT LOGOS (5)/K KEY	\$53.65
01-04847	STARR LUMBER CO., INC.	PO0156000	DRYWALL/NUTS/SCREWS	\$86.84
01-05246	ALKOTA OF KANSAS, LLC	PO0155954	TRUCK WASH/SOAP (55)	\$389.90
01-05320	SKYBITZ TANK MONITORING CORP	PO0155989	TANK MONITORING 5/19	\$84.00
01-05637	WESTERN MARKETING, INC	PO0156065	SOLVENT	\$308.92

01-08018	HOTSYS OF OKLAHOMA, INC.	PO0155996	HOSE/COUPLER SET	\$118.30
01-13017	MUNN SUPPLY, INC.	PO0156068	CYLINDER RENTAL	\$13.80
01-16145	PETTY CASH	PO0156086	REIMB/VEHICLE TAG	\$67.50
01-19004	SHERWIN-WILLIAMS CO., INC.	PO0155983	PAINT/BRUSHES	\$402.45
01-35300	UNIFIRST, INC.	PO0156014	SHOP TOWEL SERVICE 5/19	\$514.68
01-59360	FASTENAL COMPANY	PO0155982	NUTS/BOLTS/FITTINGS	\$535.35
01-80445	A E HOWARD TILE AND CARPET, INC.	PO0155948	TILE (52 CARTONS)	\$1,244.92
FLEET MAINTENANCE TOTAL				\$5,920.29

FUND 10 DEPT 730 - PARKS & RECREATION

01-00146	CINTAS CORPORATION LOC. 624	PO0155894	UNIFORM RENTALS (28)	\$264.44
01-00146	CINTAS CORPORATION LOC. 624	PO0156060	UNIFORM RENTALS (14)	\$132.22
01-01783	JP MORGAN CHASE	PO0156015	CHASE PAYMENT	\$4,638.25
01-02017	A W BRUEGGEMANN CO., INC.	PO0155888	V500 BOLT	\$1.63
01-03899	CHILD'S PLAY, INC.	PO0153969	SLIDE REPAIR/CHAMPION PARK	\$918.00
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0155926	MONTHLY SERVICE 5/19	\$95.69
01-05026	LESLIE'S SWIMMING POOL SUPPLIES	PO0156031	CHLORINE TABS (8)/CONDITIONER	\$1,624.76
01-05270	ZALOUDEK, FW & SONS	PO0156095	BLADES/WHEELS	\$593.16
01-05506	BROWER INC.	PO0155892	PORTABLE TOILET RENTAL 5/19	\$659.33
01-05620	KRETCHMAR DISTRIBUTING, INC.	PO0156030	BLADES (24)/HYDRAULIC FLUID (12)	\$833.10
01-05912	THE VERDIN COMPANY	PO0156083	CLOCK MAINTENANCE AGREEMENT	\$580.00
01-12007	LUCKINBILL, INC.	PO0156034	FLANGES (4)	\$130.00
01-13017	MUNN SUPPLY, INC.	PO0156068	WELDING WIRE	\$99.57
01-16156	PLANTS-A-PLENTY	PO0155968	TREE/ARBOR DAY 2019	\$220.00
01-35300	UNIFIRST, INC.	PO0156014	MAT SERVICE 5/19	\$52.00
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0156001	V508 DISCHARGE CHUTE	\$69.50
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0156001	OIL/GAS MIX (12)/EDGER	\$493.07
01-59360	FASTENAL COMPANY	PO0155982	SCREWS/NUTS/BOLTS/FITTINGS	\$114.16
01-80153	KINNUNEN, INC.	PO0156088	FIRST AID CABINET	\$158.85
01-80215	PROFESSIONAL TURF PRODUCTS, INC.	PO0156056	V511 BLADE SERVICE PACK/BEARING	\$1,465.94
01-80215	PROFESSIONAL TURF PRODUCTS, INC.	PO0156099	V511 CAPS (2)	\$192.35
01-80246	ATWOODS	PO0155957	NITRILE GLOVES (300)/INSECTICIDE/BLEACH	\$92.82
01-80246	ATWOODS	PO0155957	POOL CHEMICALS/MURIATIC ACID	\$41.14
01-80445	A E HOWARD TILE AND CARPET, INC.	PO0155883	CONCRETE PATCH (11 BAGS)	\$275.00
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0155881	PAINT/TAPE/ROLLER FRAME (4)/LINERS (4)	\$142.56
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0155881	VINYL/LATEX GLOVES (400)	\$29.76
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0155950	VOLLEYBALL NET ROPE/CLIPS (4)	\$20.74
PARKS & RECREATION TOTAL				\$13,938.04

FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT.

01-00146	CINTAS CORPORATION LOC. 624	PO0155894	UNIFORM RENTALS (32)	\$301.56
01-00146	CINTAS CORPORATION LOC. 624	PO0156060	UNIFORM RENTALS (16)	\$150.78
01-01783	JP MORGAN CHASE	PO0156015	CHASE PAYMENT	\$614.60
01-02295	MURDOCK, INC.	PO0156039	FITTINGS	\$57.25
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0156092	V101 THROTTLE CABLE	\$252.91
01-04115	DITCH WITCH OF OKLAHOMA	PO0156023	V170 TRACKS (2)	\$1,376.11
01-04577	JANTZ MOWING	PO0149696	MOW/HIGHWAY RIGHT OF WAY	\$2,700.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0149695	MOW/HIGHWAY RIGHT OF WAY	\$2,650.00
01-05637	WESTERN MARKETING, INC	PO0156089	DEF FLUID (ALL VEHICLES)	\$233.37
01-05913	CRAFCO, INC.	PO0155896	TAC OIL	\$350.00
01-08022	HUGHES LUMBER CO., LLC	PO0155998	CEMENT	\$13.29
01-19235	SOUTHWEST TRUCK PARTS, INC.	PO0155990	V123 QUIKBINDER/CHAIN	\$451.92
01-26005	ZEE MEDICAL SERVICE COMPANY	PO0156098	FIRST AID SUPPLIES	\$172.00
01-33210	P & K EQUIPMENT, INC.	PO0156050	V568 CLUTCH REPAIR	\$411.44
01-33210	P & K EQUIPMENT, INC.	PO0156050	V569 SENSOR	\$242.04
01-33210	P & K EQUIPMENT, INC.	PO0156050	V583 HUB/SPINDLE	\$409.82
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0156001	CHAIN SAW CHAINS (3)/FILTERS (12)	\$81.39
01-76250	LOGAN COUNTY ASPHALT COMPANY	PO0156032	PROLINE PATCH	\$1,500.91
01-80153	KINNUNEN, INC.	PO0156088	NITRILE GLOVES (300)/THERMOMETER/ASPHALT RAKE	\$250.32
01-80246	ATWOODS	PO0155887	BOOTS/C SANBORN	\$150.00
01-80246	ATWOODS	PO0155957	RADIATOR CLEANER/STARTING FLUID	\$33.37
01-80445	A E HOWARD TILE AND CARPET, INC.	PO0155965	MORTAR	\$132.00
STRMWTR & ROADWAY MAINT. TOTAL				\$12,535.08

FUND 10 DEPT 750 - TECHNICAL SERVICES

01-00146	CINTAS CORPORATION LOC. 624	PO0156060	UNIFORM RENTALS (39)	\$351.25
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0156100	V939 ESTIMATE LABOR	\$1,193.03
01-01783	JP MORGAN CHASE	PO0156015	CHASE PAYMENT	\$5,483.74
01-02021	B'S QUALITY DOOR, INC.	PO0155889	OVERHEAD DOOR INSTALL	\$112.50
01-04038	OK DEPT OF ENVIRONMENTAL QUALITY	PO0156041	ANNUAL OPERATOR CERTIFICATION RENEW (2)	\$184.00
01-05913	CRAFCO, INC.	PO0156022	GLASS BEADS (40)	\$1,000.00
01-13017	MUNN SUPPLY, INC.	PO0156068	CYLINDER RENTAL	\$81.41
01-15006	OK GLASS & WALLPAPER	PO0156045	WINDOW GLASS (3)	\$54.00
TECHNICAL SERVICES TOTAL				\$8,459.93

FUND 10 DEPT 900 - LIBRARY

01-00257	ONE NET	PO0156049	MONTHLY ROUTER SERVICE 6/19	\$80.10
01-01163	ADVANCED WATER SOLUTIONS	PO0155882	BOTTLED WATER	\$41.40
01-01338	J & P SUPPLY, INC.	PO0155999	FLOOR WAX/RAGS	\$87.43
01-01783	JP MORGAN CHASE	PO0156015	CHASE PAYMENT	\$3,842.18
01-03454	OCLC ONLINE COMPUTER LIBRARY CENTE	PO0156042	ONLINE CATALOG SUBSCRIPTION 6/19	\$1,303.60
01-05105	RECORDED BOOKS, INC.	PO0155975	ANNUAL SUBSCRIPTION 6/19-5/20	\$750.00
01-06031	XEROX BUSINESS SOLUTIONS SOUTHWEST	PO0156091	COPIER USAGE/LEASE 6/19	\$570.72
01-06129	EXTREME ANIMALS, LLC	PO0155910	2019 SRP PRESENTATION	\$425.00
01-16004	PDQ PRINTING	PO0156053	BOOKMARKS (75)/LTAI POSTERS (10)	\$24.00
01-57360	UNIVERSAL MANAGEMENT COMPANY	PO0156074	JANITORIAL SERVICE 5/19	\$420.00
01-65460	ACTSHON PEST CONTROL	PO0155880	PEST CONTROL 5/19	\$30.00
01-72920	EAGLE MARKETING, INC.	PO0155900	ADVERTISING	\$400.00
LIBRARY TOTAL				\$7,974.43

FUND 10 DEPT 950 - SALES TAX TRANS.

01-03060	CENTRAL NATIONAL BANK	PO0155962	EMA SALES TAX TRANSFER 5/19	\$779,147.98
01-19099	SECURITY NATIONAL BANK	PO0155963	EMA KAW SALES TAX TRANSFER 5/19	\$779,147.98
SALES TAX TRANS. TOTAL				\$1,558,295.96

FUND 10 DEPT 955 - CAPITAL ASSETS & PROJECTS

01-01783	JP MORGAN CHASE	PO0156015	CHASE PAYMENT	\$468.00
CAPITAL ASSETS & PROJECTS TOTAL				\$468.00

FUND 12 DEPT 125 - SPECIAL PROJECT

01-07098	GARFIELD CO. TREASURER	PO0156029	AUCTION PROCEEDS	\$4,833.99
SPECIAL PROJECT TOTAL				\$4,833.99

FUND 14 DEPT 145 - HEALTH FUND

01-05789	BMI AUDIT SERVICES	PO0152124	ANNUAL MEDICAL/PRESCRIPTION CLAIMS AUDIT	\$5,322.00
01-25008	YMCA	PO0155866	WELLNESS DOLLARS (2)	\$200.00
01-70870	FOCUS INSTITUTE, INC.	PO0155955	EAP SERVICES 5/19	\$1,133.33
01-78180	BLUE CROSS BLUE SHIELD OK	PO0156021	DENTAL FEES 5/19	\$1,704.30
01-78180	BLUE CROSS BLUE SHIELD OK	PO0156021	DENTAL CLAIMS 5/19	\$21,438.26
01-78180	BLUE CROSS BLUE SHIELD OK	PO0156021	HEALTH FEES (STOP LOSS) 5/19	\$31,778.64
01-78180	BLUE CROSS BLUE SHIELD OK	PO0156021	HEALTH FEES (ADMIN) 5/19	\$52,168.93
01-78180	BLUE CROSS BLUE SHIELD OK	PO0156021	HEALTH CLAIMS 5/19	\$258,267.91
HEALTH FUND TOTAL				\$372,013.37

FUND 20 DEPT 205 - AIRPORT

01-00918	POTTER OIL CO, INC.	PO0155970	UNLEADED	\$857.73
01-00918	POTTER OIL CO, INC.	PO0155970	DIESEL	\$597.98
01-01783	JP MORGAN CHASE	PO0156015	CHASE PAYMENT	\$566.79
01-02269	CEC CORPORATION	PO0144545	A-1701A TERMINAL BUILDING	\$5,947.00
01-02269	CEC CORPORATION	PO0142528	A-1702A PROFESSIONAL SERVICE	\$3,500.00
01-02975	OHNESORGE, DAN	PO0156044	REIMB/TRAVEL/DC TRIP	\$528.19
01-02975	OHNESORGE, DAN	PO0156044	REIMB/LODGING 5/26/19-5/31/19	\$325.00
01-03022	CULLIGAN OF ENID	PO0155897	RO/WATER SOFTENER RENTAL 6/19	\$60.00
01-04532	STACEY L. ROBISON TRUST	PO0156097	ANNUAL SIGN LAND RENT	\$100.00
01-16145	PETTY CASH	PO0156081	REIMB/LODGING/D OHNESORGE	\$228.00
01-42400	AT & T	PO0155930	MONTHLY SERVICE 6/19	\$297.00
AIRPORT TOTAL				\$13,007.69

FUND 22 DEPT 000 - GOLF STOCK

01-05275	H2 GOLF, LLC	PO0155905	PRO SHOP/ST	\$812.11
GOLF STOCK TOTAL				\$812.11

FUND 22 DEPT 225 - GOLF

01-01338	J & P SUPPLY, INC.	PO0155999	CLEANER/DEODORIZER	\$322.89
01-01783	JP MORGAN CHASE	PO0156015	CHASE PAYMENT	\$3,027.46
01-03479	TRUE TURF	PO0156012	AERIFICATION TINES	\$380.04
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0156028	JANITORIAL SERVICE 5/19	\$217.00
01-05160	VGM FINANCIAL SERVICES	PO0150443	GREENS MOWER LEASE 5/19	\$690.60
01-05160	VGM FINANCIAL SERVICES	PO0150447	UTILITY TRUCK LEASE 5/19	\$365.95
01-06045	STRIDE BANK CENTER	PO0156101	MAY F & B INVENTORY PURCHASE	\$138.76
01-06045	STRIDE BANK CENTER	PO0156101	APRIL F & B INVENTORY PURCHASE	\$176.17
01-06045	STRIDE BANK CENTER	PO0156101	MARCH F & B INVENTORY PURCHASE	\$132.91
01-06045	STRIDE BANK CENTER	PO0156101	FEB F & B INVENTORY PURCHASE	\$144.85
01-50210	LOWE'S HOME CENTERS, INC.	PO0156033	TOWELS/CLEANER/FLOWER POTS (2)	\$125.99
01-65460	ACTSHON PEST CONTROL	PO0155880	PEST CONTROL 5/19	\$75.00
01-66210	YAMAHA MOTOR CORPORATION USA	PO0149887	GOLF CART LEASE 6/19	\$2,945.00
GOLF TOTAL				\$8,742.62

FUND 30 DEPT 305 - STREET & ALLEY

01-05459	OLSSON ASSOCIATES, INC.	PO0153995	R-1904A PROFESSIONAL SERVICE	\$27,346.08
STREET & ALLEY TOTAL				\$27,346.08

FUND 31 DEPT 230 - UTILITY BILLING

01-01163	ADVANCED WATER SOLUTIONS	PO0155952	WATER COOLER RENTAL 6/19	\$57.80
01-01783	JP MORGAN CHASE	PO0156015	CHASE PAYMENT	\$734.65
01-03921	EXPRESS SCRIPTS, INC.	PO0155934	WC/MEDICAL	\$90.23
01-04038	OK DEPT OF ENVIRONMENTAL QUALITY	PO0156041	ANNUAL OPERATOR CERTIFICATION RENEW (3)	\$138.00
01-06075	WAYFAIR, LLC	PO0155622	DESKS (3)	\$2,307.95
UTILITY BILLING TOTAL				\$3,328.63

FUND 31 DEPT 315 - E.M.A.

01-03734	BANK OF OKLAHOMA FINANCIAL	PO0155961	2012 EMA TRUSTEE FEES	\$2,500.00
E.M.A. TOTAL				\$2,500.00

FUND 31 DEPT 760 - SOLID WASTE SERVICES

01-00146	CINTAS CORPORATION LOC. 624	PO0155894	UNIFORM RENTALS (72)	\$606.86
01-00146	CINTAS CORPORATION LOC. 624	PO0155894	SHOP TOWEL SERVICE	\$83.68
01-00159	UNITED STATES GYPSUM COMPANY	PO0149832	CRUSHER RUN	\$129.50
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0156100	V244 HANGERS (2)/SPRINGS (2)/INSTALL	\$3,373.62

01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0156100	V244 FASTENER/COOLANT	\$261.95
01-01152	JANUARY ENVIRONMENTAL SERVICES, IN	PO0156002	WASH BAY CLEANOUT	\$1,430.00
01-01163	ADVANCED WATER SOLUTIONS	PO0155882	WATER COOLER RENTAL 6/19	\$31.00
01-01783	JP MORGAN CHASE	PO0156015	CHASE PAYMENT	\$805.90
01-02243	BB MACHINE & SUPPLY, INC.	PO0155890	V226/V563 HOSES (4)/STEMS (4)	\$118.08
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0156092	V259 HYDRAULIC OIL/FILTER	\$107.49
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0156094	V259 HYDRAULIC OIL/FILTER	\$2,496.24
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0156096	V259 MAINTENANCE AGREEMENT	\$1,971.39
01-04038	OK DEPT OF ENVIRONMENTAL QUALITY	PO0156041	ANNUAL OPERATOR CERTIFICATION RENEW (3)	\$184.00
01-04131	UNITED RENTALS (NORTH AMERICA), IN	PO0156071	PORTABLE TOILET RENTAL 5/19	\$160.00
01-04207	FOUR J'S TIRE SERVICE, LLC	PO0155984	V227 TIRES (4)	\$1,928.16
01-04353	CMI ROADBUILDING, INC.	PO0155895	V260 FAN BELT	\$813.35
01-04962	COMMUNITY NATIONAL BANK OF OKARCHE	PO0149575	COMPACTOR LEASE 6/19	\$7,906.97
01-04962	COMMUNITY NATIONAL BANK OF OKARCHE	PO0149576	DOZER LEASE 6/19	\$6,508.65
01-05066	BRUCKNER TRUCK SALES, INC.	PO0155893	V211 ECM SOFTWARE UPDATE	\$330.97
01-05066	BRUCKNER TRUCK SALES, INC.	PO0155972	V224 ENGINE/RADIATOR REPAIR	\$4,966.95
01-05379	M-6 HYDRAULICS, LLC	PO0156036	V208 CYLINDER REPAIR	\$215.51
01-05448	CATERPILLAR FINANCIAL SVS	PO0150261	SCRAPER LEASE 6/19	\$11,950.00
01-05637	WESTERN MARKETING, INC	PO0156065	GREASE	\$750.00
01-05637	WESTERN MARKETING, INC	PO0156065	GEAR LUBE	\$702.42
01-05637	WESTERN MARKETING, INC	PO0156089	DEF FLUID (ALL VEHICLES)	\$233.38
01-05884	APS FIRECO	PO0155885	ANNUAL FIRE EXT INSPECT (20)	\$365.75
01-05908	APEX EQUIPMENT SALES, INC.	PO0154414	V517 GRAPPLE BODY REPLACE	\$43,132.16
01-13017	MUNN SUPPLY, INC.	PO0156068	CYLINDER RENTAL	\$27.60
01-21001	UNITED ENGINES, INC.	PO0156070	V217/V219 GRABBER KITS	\$2,360.06
01-21001	UNITED ENGINES, INC.	PO0156076	V246 HARNESS	\$42.00
01-80246	ATWOODS	PO0155846	EXTENSION CORDS (3)	\$111.97
SOLID WASTE SERVICES TOTAL				\$94,105.61

FUND 31 DEPT 785 - PUBLIC UTILITIES MGMT

01-01338	J & P SUPPLY, INC.	PO0155999	TISSUE/LINERS/TOWELS	\$142.07
01-01783	JP MORGAN CHASE	PO0156015	CHASE PAYMENT	\$608.03
01-04129	OK DEPT. OF CORRECTIONS	PO0155976	INMATE MEALS (12)	\$810.00
01-80445	A E HOWARD TILE AND CARPET, INC.	PO0155883	BASEBOARDS (60)/FLOORING/MORTAR (6)	\$399.84
01-80445	A E HOWARD TILE AND CARPET, INC.	PO0155948	FLOOR TILES (43 CARTONS)	\$504.39
PUBLIC UTILITIES MGMT TOTAL				\$2,464.33

FUND 31 DEPT 790 - WATER PRODUCTION

01-00146	CINTAS CORPORATION LOC. 624	PO0155894	UNIFORM RENTALS (18)	\$164.52
01-01783	JP MORGAN CHASE	PO0156015	CHASE PAYMENT	\$1,241.62
01-01954	PUMPSOK	PO0155973	PUMP/MOTOR	\$989.90
01-05915	AT&T (WATER WELLS)	PO0155825	MONTHLY SERVICE 5/19	\$141.56
01-13017	MUNN SUPPLY, INC.	PO0156068	CYLINDER RENTAL	\$20.70
01-14118	NCL OF WISCONSIN	PO0156040	BOTTLES (12)	\$51.36
01-61010	B-K PROPANE, INC.	PO0155891	PROPANE	\$323.48
01-79980	PIONEER BUSINESS SOLUTION	PO0155831	MONTHLY SERVICE 6/19	\$80.91
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0155881	PRUNER SET/ROLLERS (4)/BRUSH SET	\$43.14
WATER PRODUCTION TOTAL				\$3,057.19

FUND 31 DEPT 795 - UTILITY MAINTENANCE

01-00146	CINTAS CORPORATION LOC. 624	PO0155894	UNIFORM RENTALS (13)	\$115.95
01-00447	FRONTIER EQUIP. SALES, LLC	PO0155903	HAND CRANK TRAILER JACK	\$259.30
01-00447	FRONTIER EQUIP. SALES, LLC	PO0155985	PUMP	\$1,757.25
01-00878	BROWN'S SHOE FIT COMPANY	PO0155836	BOOTS/N MAWILONG	\$238.50
01-01783	JP MORGAN CHASE	PO0156015	CHASE PAYMENT	\$472.05
01-02243	BB MACHINE & SUPPLY, INC.	PO0155890	CLAMPS (10)	\$52.60
01-04033	DOLESE BROTHERS CO., INC.	PO0155899	CONCRETE/CRUSHER RUN	\$827.11
01-05782	EXPRESS EMPLOYMENT PROFESSIONALS	PO0156018	TEMP EMPLOYEES (3)	\$1,752.66
01-13017	MUNN SUPPLY, INC.	PO0156068	CYLINDER RENTAL	\$9.00

01-59250	USA BLUEBOOK	PO0156082	SUCTION HOSE (100 FT)	\$1,092.13
01-59250	USA BLUEBOOK	PO0156082	DEBRIS GRABBER/GREASE CHOPPER	\$1,024.31
01-80246	ATWOODS	PO0155834	BOOTS/I PEREZ	\$149.99
01-80246	ATWOODS	PO0155846	WRENCHES (2)/CHISEL SETS (2)	\$79.86
01-80246	ATWOODS	PO0156020	BOOTS/T SUTTON	\$149.99
			UTILITY MAINTENANCE TOTAL	\$7,980.70

FUND 31 DEPT 799 - WASTEWATER PLANT MGMT

01-01178	ACCURATE, INC.	PO0155949	SAMPLE ANALYSIS	\$1,315.00
01-01338	J & P SUPPLY, INC.	PO0155999	LINERS	\$65.06
01-01783	JP MORGAN CHASE	PO0156015	(CREDIT) CABLE EXTENSION RETURN/FREIGHT	(\$411.07)
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0156028	JANITORIAL SERVICE 5/19	\$574.56
01-05524	UV DOCTOR LAMPS, LLC	PO0154495	BALLASTS (10)	\$7,500.00
01-05637	WESTERN MARKETING, INC	PO0156089	GENERATOR OIL	\$782.84
01-06140	PARKSON CORPORATION	PO0156051	BEARINGS (4)	\$480.63
01-18116	RAMSEY'S WHAT EVER STORE	PO0155974	HINGES	\$11.85
			WASTEWATER PLANT MGMT TOTAL	\$10,318.87

FUND 31 DEPT 956 - EMA CAPITAL REPLACEMENT

01-01783	JP MORGAN CHASE	PO0156015	CHASE PAYMENT	\$319.00
01-56300	TRUCK PRO, INC.	PO0156011	INVERTER	\$301.25
			EMA CAPITAL REPLACEMENT TOTAL	\$620.25

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

01-02845	ENID REGIONAL DEVELOPMENT ALLIANCE	PO0156026	ANNUAL NW WATER ACTION PLAN FUNDING	\$5,000.00
			E.E.D.A. TOTAL	\$5,000.00

FUND 33 DEPT 335 - V.D.A.

01-00332	TRAVEL ENTERPRISE, INC.	PO0156010	AIRFARE/HOUSE LEADERSHIP CONF/M COOPER	\$711.00
			V.D.A. TOTAL	\$711.00

FUND 40 DEPT 405 - CAPITAL IMPROVEMENT

01-00894	POE & ASSOCIATES, INC.	PO0146067	R-1803A IMPROVEMENT DESIGN	\$22,977.00
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0155884	M-1907C SEALANT	\$70.54
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0155037	M-1907C METAL ROOF	\$4,803.16
01-01783	JP MORGAN CHASE	PO0156015	CHASE PAYMENT	\$101.40
01-04054	SRR ENTERPRISES, LLC.	PO0155355	M-1902C 2019 TRANSITION PLAN	\$500.00
01-04847	STARR LUMBER CO., INC.	PO0156000	M-1907C ROOFING FELT/MATERIAL	\$244.83
01-05776	FREESE AND NICHOLS, INC.	PO0151892	R-1911A DESIGN SERVICE	\$5,344.42
01-05965	C4L, LLC	PO0154492	P-1904C DON HASKINS PARK IMPROVEMENTS	\$43,686.22
01-06065	SMITH, GARY D	PO0155358	M-1902C 2019 TRANSITION PLAN	\$2,350.00
01-06127	GRACE BIBLE CHURCH	PO0155877	M-1701C DRAINAGE EASEMENT	\$1,500.00
01-08022	HUGHES LUMBER CO., LLC	PO0155998	M-1907C SCREWS	\$14.50
01-59840	TRAFFIC ENGINEERING CONSULTANTS,	PO0153023	R-1901A PROFESSIONAL SERVICE	\$5,795.00
01-80153	KINNUNEN, INC.	PO0156088	P-1908C REBAR/STAKE NAILS	\$601.84
			CAPITAL IMPROVEMENT TOTAL	\$87,988.91

FUND 41 DEPT 415 - STREET IMPROVEMENT

01-03025	CIMARRON CONSTRUCTION COMPANY	PO0147943	W-1801C1 WATERLINE RELOCATION	\$66,595.35
01-03025	CIMARRON CONSTRUCTION COMPANY	PO0150944	W-1801C1 WATERLINE RELOCATION	\$8,370.00
01-03025	CIMARRON CONSTRUCTION COMPANY	PO0151422	W-1801C1 WATERLINE RELOCATION	\$16,731.75
			STREET IMPROVEMENT TOTAL	\$91,697.10

FUND 42 DEPT 425 - SANITARY SEWER FUND

01-16087	PORTERFIELD SURVEYING	PO0150949	S-1901A SURVEYING SERVICE	\$1,174.50
SANITARY SEWER FUND TOTAL				\$1,174.50

FUND 44 DEPT 445 - WATER CAP. IMPROVEMENT FUND

01-03760	GARVER, LLC	PO0139545	W-1712B PROFESSIONAL SERVICE	\$11,451.99
01-03760	GARVER, LLC	PO0151678	W-1912A1 PROFESSIONAL SERVICE	\$560,624.21
01-05876	LAWSON, SARAH LYNN O079	PO0155913	W-1912R2 WATERLINE EASEMENT	\$5,025.00
01-06086	FLUMAN FAMILY TRUST	PO0155818	W-1912R4 WATERLINE EASEMENT	\$10,500.00
01-06087	JOSHUA P MALY	PO0155820	W-1912R4 WATERLINE EASEMENT	\$14,825.00
01-06088	LEROY MEIER LIVING TRUST	PO0155821	W-1912R4 WATERLINE EASEMENT	\$20,675.00
01-06089	RUBY S STRAIN TRUST	PO0155822	W-1912R4 WATERLINE EASEMENT	\$21,025.00
01-06090	GLEN RAY SELIX	PO0155823	W-1912R4 WATERLINE EASEMENT	\$1,125.00
01-06091	GLEN SELIX	PO0155824	W-1912R4 WATERLINE EASEMENT	\$10,375.00
01-06092	GUY CLARK	PO0155826	W-1912R2 WATERLINE EASEMENT	\$19,755.00
01-06093	SEBRANEK FAMILY REV TRUST	PO0155827	W-1912R4 WATERLINE EASEMENT	\$17,525.00
01-06094	MARK ROGGOW	PO0155828	W-1912R4 WATERLINE EASEMENT	\$8,550.00
01-06095	ROBERT E ANDERSON	PO0155829	W-1912R4 WATERLINE EASEMENT	\$4,800.00
01-06096	RUDY SIMIC TRUST	PO0155830	W-1912R4 WATERLINE EASEMENT	\$10,662.50
01-06097	THE TRUST AGREEMENT OF PAMELA S FAGAN	PO0155832	W-1912R4 WATERLINE EASEMENT	\$10,500.00
01-06099	TIMOTHY G PETERS	PO0155833	W-1912R4 WATERLINE EASEMENT	\$20,150.00
01-06100	ACKRD FARMS, LLC	PO0155835	W-1912R4 WATERLINE EASEMENT	\$8,875.00
01-06101	LEE CORD SPARKS	PO0155837	W-1912R4 WATERLINE EASEMENT	\$10,487.50
01-06102	CARRIE JO BOYER	PO0155838	W-1912R4 WATERLINE EASEMENT	\$10,487.50
01-06103	JOHN ANDREW FRISK	PO0155840	W-1912R4 WATERLINE EASEMENT	\$5,700.00
01-06104	JOHN ANDREW FRISK	PO0155841	W-1912R4 WATERLINE EASEMENT	\$15,400.00
01-06105	TERESA SIMIC TRUST	PO0155842	W-1912R4 WATERLINE EASEMENT	\$10,512.50
01-06106	RUDY SIMIC TRUST	PO0155843	W-1912R4 WATERLINE EASEMENT	\$10,512.50
01-06107	VOTH FAMILY TRUST	PO0155844	W-1912R4 WATERLINE EASEMENT	\$6,100.00
01-06108	TERESA SIMIC TRUST	PO0155845	W-1912R4 WATERLINE EASEMENT	\$10,662.50
01-06109	LEROY MEIER LIVING TRUST	PO0155847	W-1912R4 WATERLINE EASEMENT	\$3,350.00
01-06110	JERRY AND ROSE FISCHER LIVING TRUST	PO0155848	W-1912R4 WATERLINE EASEMENT	\$20,775.00
01-06111	GUY CLARK	PO0155850	W-1912R2 WATERLINE EASEMENT	\$7,575.00
01-06112	ROY C FATH LIVING TRUST	PO0155851	W-1912R1 WATERLINE EASEMENT	\$2,700.00
01-06113	TONY RAY FATH	PO0155852	W-1912R1 WATERLINE EASEMENT	\$1,350.00
01-06114	NINA GESCHWIND	PO0155853	W-1912R1 WATERLINE EASEMENT	\$1,350.00
01-06115	JEMISON FAMILY IRREVOCABLE TRUST	PO0155854	W-1912R1 WATERLINE EASEMENT	\$2,700.00
01-06116	SHELLY JO COULTER TRUST	PO0155855	W-1912R1 WATERLINE EASEMENT	\$1,350.00
01-06117	BRIAN HEMBREE	PO0155856	W-1912R1 WATERLINE EASEMENT	\$675.00
01-06118	TARA HEMBREE-GOLDMAN	PO0155857	W-1912R1 WATERLINE EASEMENT	\$675.00
01-06119	JOE CAUGHLIN	PO0155858	W-1912R1 DAMAGES	\$7,563.00
01-06120	SAM CASE	PO0155859	W-1912R3 DAMAGES	\$11,196.00
01-06121	SAM CASE	PO0155860	W-1912R3 DAMAGES	\$7,338.00
01-06122	HEDRICK MYERS, LLC	PO0155862	W-1912R3 DAMAGES	\$3,604.00
01-06123	ODENWALD FARMS, INC	PO0155863	W-1912R3 DAMAGES	\$2,772.00
01-06124	HB EVANS	PO0155864	W-1912R3 DAMAGES	\$9,000.00
01-06125	ODENWALD FARMS, INC	PO0155865	W-1912R3 DAMAGES	\$1,980.00
01-06131	SHIRLEY A KLINGER	PO0155914	W-1912R1 DAMAGES	\$3,100.00
01-06132	DENNIS WILLIAMS	PO0155915	W-1912R3 DAMAGES	\$2,117.00
01-06133	DONAL F HEIMBACH	PO0155916	W-1912R3 DAMAGES	\$1,312.00
01-06134	JEFF KREGER	PO0155917	W-1912R3 DAMAGES	\$2,624.00
01-06141	CITY OF PONCA CITY	PO0156064	W-1912R1 WATERLINE EASEMENT	\$10.00
01-16017	PIONEER SUPPLY CO., LLC	PO0153323	AUTO FLUSHING DEVICES (30)	\$59,400.00
WATER CAP. IMPROVEMENT FUND TOTAL				\$990,822.20

FUND 50 DEPT 505 - 911

01-01783	JP MORGAN CHASE	PO0156015	CHASE PAYMENT	\$18.87
01-42400	AT & T	PO0155969	MONTHLY SERVICE 5/19	\$1,771.90
911 TOTAL				\$1,790.77

FUND 51 DEPT 515 - POLICE

01-00232	LYLE'S BODY SHOP, INC	PO0156035	V2115 BODY/PAINT REPAIR	\$1,258.80
01-00916	BAYSINGER POLICE SUPPLY	PO0150266	UNIFORMS (79)	\$234.97
01-01338	J & P SUPPLY, INC.	PO0155999	CLEANER	\$125.80
01-01583	ORTHOPEDIC ASSOCIATES, INC.	PO0155940	WC/MEDICAL/D WILLSON	\$88.74
01-01780	B & B LAWN CARE	PO0155971	LAWN SERVICE 5/19	\$320.00
01-01783	JP MORGAN CHASE	PO0156015	CHASE PAYMENT	\$3,550.92
01-02082	AT&T MOBILITY	PO0156013	MONTHLY SERVICE 5/19	\$3,602.94
01-02350	O I P M, LLC	PO0155938	WC/MEDICAL/B PRITCHETT	\$780.54
01-03862	DSS CORPORATION	PO0156027	ANNUAL MAINTENANCE AGREEMENT	\$8,400.00
01-04102	SCHEFFE PRESCRIPTION SHOP	PO0155981	WC/MEDICAL/J ROBINSON	\$36.46
01-04164	OK DEPT. OF PUBLIC SAFETY	PO0156043	ANNUAL USER FEE/MESSENGER RENEW	\$1,500.00
01-04164	OK DEPT. OF PUBLIC SAFETY	PO0156043	MONTHLY OLETS USER FEE 4/19	\$350.00
01-04306	ST MARY'S PHYSICIANS ASSOC., LLC.	PO0155939	WC/MEDICAL/B PRITCHETT	\$98.60
01-04792	EMERGENCY SERVICES OF OKLAHOMA, PC	PO0155933	WC/MEDICAL/B HICKEY	\$88.73
01-04792	EMERGENCY SERVICES OF OKLAHOMA, PC	PO0155933	WC/MEDICAL/B PRITCHETT	\$167.28
01-05285	THERAPY INNOVATIONS	PO0155943	WC/MEDICAL/J ALLISON	\$1,108.08
01-05285	THERAPY INNOVATIONS	PO0156007	WC/MEDICAL/J ALLISON	\$220.90
01-05290	GRATS TRANSMISSION	PO0155991	V2076 TRANSMISSION REPAIR	\$850.00
01-05410	EFFEL MEDICAL, LLC	PO0155932	WC/MEDICAL/J ALLISON	\$499.96
01-05410	EFFEL MEDICAL, LLC	PO0155932	WC/MEDICAL/J ROBINSON	\$499.96
01-05551	BLANCHARD LAW FIRM, P.C.	PO0155947	WC/ATTORNEY FEE/A MORRIS	\$555.00
01-05551	BLANCHARD LAW FIRM, P.C.	PO0155947	WC/ATTORNEY FEE/B PRITCHETT	\$249.97
01-05551	BLANCHARD LAW FIRM, P.C.	PO0155947	WC/ATTORNEY FEE/D WILLSON	\$118.02
01-05641	OMNIGO SOFTWARE	PO0153678	ANNUAL NIBRS INTERFACE SOFTWARE	\$6,774.00
01-05966	ZOOM DIAGNOSTIC IMAGING, LLC	PO0156062	WC/MEDICAL/B PRITCHETT	\$806.24
01-06080	WILLIAMS MEDICAL GROUP PRACTICE, L	PO0155944	WC/MEDICAL/J ALLISON	\$303.26
01-06080	WILLIAMS MEDICAL GROUP PRACTICE, L	PO0155944	WC/MEDICAL/S VARNEY	\$198.40
01-06137	ROBINSON, JOHN W.	PO0155936	WC/TRAVEL REIMB	\$178.64
01-13036	MESSER BOWERS	PO0156038	NOTARY BOND (2)	\$60.00
01-19165	STEVENS FORD, INC.	PO0156058	V2096 FLOOR INSULATION	\$1,916.01
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0156019	HEP B VACCINE	\$50.00
01-46560	GROOM CLOSET	PO0155994	K9 DOG FOOD	\$36.13
01-65460	ACTSHON PEST CONTROL	PO0155967	PEST CONTROL 5/19	\$30.00
01-78470	OK SPINE HOSPITAL	PO0156046	WC/MEDICAL/B PRITCHETT	\$3,377.94
01-79290	SIGN SHACK THE	PO0155987	V2089/V2090/V2039 DECAL REPAIR/REPLACE	\$500.00
01-79290	SIGN SHACK THE	PO0155987	V2045/V2083 DECAL REPAIR/REPLACE	\$455.00
01-80284	TRANE PARTS CENTER (THE)	PO0156009	COMPRESSOR	\$701.34
POLICE TOTAL				\$40,092.63

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

01-06126	LOGICAL BUILDING SOLUTIONS	PO0155869	SYSTEM BOARD	\$1,468.00
01-15125	OK GAS & ELECTRIC	PO0156084	MONTHLY SERVICE 5/19	\$12,321.67
E.E.C.C.H. TOTAL				\$13,789.67

FUND 65 DEPT 655 - FIRE

01-00418	KC ELECTRIC	PO0156006	SHOWER TRIM REPLACE/STA 4	\$70.00
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0156072	V1043 TURBO KIT/INSTALL	\$1,371.52
01-01227	AUTRY VO-TECH CENTER	PO0155958	EMT CLASS (20)	\$371.71
01-01783	JP MORGAN CHASE	PO0156015	CHASE PAYMENT	\$1,958.25
01-02053	BAKERS ALTERNATOR-STARTER, INC.	PO0155960	V1034 ALTERNATOR REBUILD	\$213.61
01-02082	AT&T MOBILITY	PO0155956	MONTHLY SERVICE 5/19	\$326.56
01-02363	CONRAD FIRE EQUIP., INC.	PO0155988	V1039/V1044 AIR BAGS (2)	\$294.79
01-02363	CONRAD FIRE EQUIP., INC.	PO0155988	V1041 WATER LEVEL GAUGE/TAG	\$288.58
01-02363	CONRAD FIRE EQUIP., INC.	PO0155988	V1042 LENS	\$77.35
01-03661	RK BLACK, INC.	PO0155977	COPIER USAGE 5/19	\$74.46
01-04102	SCHEFFE PRESCRIPTION SHOP	PO0155981	WC/MEDICAL/R FELDER	\$20.33
01-04102	SCHEFFE PRESCRIPTION SHOP	PO0155981	WC/MEDICAL/M ANDERSON	\$39.58
01-04207	FOUR J'S TIRE SERVICE, LLC	PO0155902	UTILITY TRAILER TIRE/MOUNTING	\$89.50
01-05625	EMERGENCY MEDICAL SERVICES, INC.	PO0156024	ANNUAL MEDICAL DIRECTOR FEE	\$2,400.00
01-06071	MHC KENWORTH - OKLAHOMA CITY	PO0156069	V1029 BRAKES (2)	\$139.06
01-06080	WILLIAMS MEDICAL GROUP PRACTICE, L	PO0155944	WC/MEDICAL/K BACON	\$50.07
01-15040	OK STATE FIREFIGHTERS ASSOC.	PO0156048	OSFA CONF REGISTRATION (10)	\$600.00

01-19001	STANLEY'S WRECKER SERVICE	PO0155993	V1043 TOW	\$337.50
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0156001	SPARK PLUGS (3)/FILTERS (3)/OIL (6)	\$52.25
01-79090	ST MARYS REGIONAL MEDICAL CENTER	PO0155941	WC/MEDICAL/M HAINLEY	\$391.64
01-79980	PIONEER BUSINESS SOLUTION	PO0156055	MONTHLY SERVICE 6/19	\$29.73
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0155953	ACETATE/PADLOCK/COUPLINGS/FITTINGS	\$96.59
FIRE TOTAL				\$9,293.08

FUND 99 DEPT 995 - EPTA

01-01783	JP MORGAN CHASE	PO0156015	CHASE PAYMENT	\$493.18
01-02082	AT&T MOBILITY	PO0155928	MONTHLY SERVICE 5/19	\$391.34
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0155926	MONTHLY SERVICE 5/19	\$96.67
01-06080	WILLIAMS MEDICAL GROUP PRACTICE, L	PO0156090	WC/MEDICAL	\$174.69
01-19047	AT & T	PO0155886	MONTHLY SERVICE 5/19	\$375.40
01-31010	JACKSONS OF ENID	PO0155906	V8578 FUEL LINE REPAIR/FILTER	\$356.07
01-31010	JACKSONS OF ENID	PO0155906	V8576 AC REPAIR	\$529.71
01-47300	OK TURNPIKE AUTHORITY	PO0156054	TOLLS	\$3.30
01-50710	OK MUNICIPAL ASSURANCE GROUP	PO0156047	ANNUAL GEN LIAB/AUTO INSURANCE	\$12,495.00
01-65460	ACTSHON PEST CONTROL	PO0155951	PEST CONTROL 6/19	\$90.00
EPTA TOTAL				\$15,005.36

FUND 70 DEPT 705 - CDBG

70-03132	CDSA	PO0151671	B-18 (428) CDSA ER/BR	\$10,279.91
CDBG TOTAL				\$10,279.91

COMBINED BREAKDOWN OF TOTALS

EMA	\$124,375.58
EEDA	\$5,000.00
EPTA	\$15,005.36
REMAINING FUNDS	\$3,437,577.40
TOTAL CLAIMS	\$3,581,958.34

PURCHASING CARD CLAIMS LIST

6-18-19

FUND 10 DEPT 100 - ADMINISTRATIVE SERVICES

CHARLESTON'S OF EDMOND	PO0156015	MEAL (2)/OKC MEDIATION	57.50
JP SUPPLY	PO0156015	CLEANER	47.43
LOWES #00205*	PO0156015	CLEANER	5.18
ULINE *SHIP SUPPLIES	PO0156015	TRASH LINERS/GLOVES/FORKS	312.98
WW STARR LUMBER ENID	PO0156015	MASONRY DRILL BITS/SCREWS/NUTS	33.69

ADMINISTRATIVE SERVICES TOTAL **456.78**

FUND 10 DEPT 110 - HUMAN RESOURCES

PREHIRE SCREENING SERV	PO0156015	APPLICANT BACKGROUND CHECKS	425.75
------------------------	-----------	-----------------------------	--------

HUMAN RESOURCES TOTAL **425.75**

FUND 10 DEPT 120 - LEGAL SERVICES

FUZZYS TACO SHOP - STI	PO0156015	MEAL (3)/AMCCA CONF	35.62
JUMBO FOODS	PO0156015	COFFEE	34.96
NAGOYA JAPANESE CUISIN	PO0156015	MEAL (3)/AMCCA CONF	57.00

LEGAL SERVICES TOTAL **127.58**

FUND 10 DEPT 140 - SAFETY

LAMPTON WELDING SUP EN	PO0156015	GLOVES/SAFETY GLASSES	26.98
STAPLES 00106633	PO0156015	INK CARTRIDGES (2)/FOLDERS/PENS (12)	287.72

SAFETY TOTAL **314.70**

FUND 10 DEPT 150 - PR/ETN/MARKETING

LIVESTREAM.COM	PO0156015	LIVESTREAMING ANNUAL FEE	2,388.00
----------------	-----------	--------------------------	----------

PR/ETN/MARKETING TOTAL **2,388.00**

FUND 10 DEPT 200 - GENERAL GOVERNMENT

CHICK-FIL-A #02804	PO0156015	MEAL/COMMISSION MEETING	390.00
JUMBO FOODS	PO0156015	COFFEE/SODA	62.60
MCALISTER'S DELI 727	PO0156015	MEAL (6)/SMALL GROUP MEETINGS	67.93
PAYPAL *OKLAHOMAMUN	PO0156015	OML REGISTRATION/D MASON	85.00
SCHIEBER'S DONUTS & DE	PO0156015	MEAL (12)/SMALL GROUP MEETINGS	108.00

GENERAL GOVERNMENT TOTAL **713.53**

FUND 10 DEPT 210 - ACCOUNTING

STAPLES 00106633	PO0156015	BUDGET BOOK PAPER	45.85
------------------	-----------	-------------------	-------

ACCOUNTING TOTAL **45.85**

FUND 10 DEPT 220 - RECORDS & RECEIPTS

AMZN MKTP US*MN8L697C0	PO0156015	RADIOS (2)/CHARGER/CABLES	239.16
COLOR ID	PO0156015	BADGE REELS (100)	59.00
LIVEPERSON, INC	PO0156015	ON LINE CHAT/COE WEB SITE	159.00
WM SUPERCENTER #499	PO0156015	COFFEE	19.90

RECORDS & RECEIPTS TOTAL **477.06**

PURCHASING CARD CLAIMS LIST

6-18-19

FUND 10 DEPT 350 - CODE ENFORCEMENT

4TE*ADVANCED WATER SOL	PO0156015	WATER COOLER RENTAL 6/19	49.40
AT&T*PREMIER EBIL	PO0156015	TABLET DATA PLAN 6/19	132.42
AT&T*PREMIER EBIL	PO0156015	TABLETS (2)	199.98

CODE ENFORCEMENT TOTAL	381.80
-------------------------------	---------------

FUND 10 DEPT 400 - ENGINEERING

AMZN MKTP US*MN9W39KW2	PO0156015	DVI ADAPTER	7.99
SHI INTERNATIONAL CORP	PO0156015	2019 MS OFFICE LICENSE	364.00
STAPLES 00106633	PO0156015	TRASH CAN/MOUSE PAD	15.28

ENGINEERING TOTAL	387.27
--------------------------	---------------

FUND 10 DEPT 700 - PUBLIC WORKS MGMT

AMAZON.COM*M62FJ3FN0	PO0156015	CLOCK	36.04
BRADFORD INDUSTRIAL SP	PO0156015	BLOWER MTR/CAPACITOR	269.90
DOMINO'S 6465	PO0156015	MEAL/EMPLOYEE APPRECIATION	180.27
FASTENAL COMPANY 01OKE	PO0156015	CONCRETE DRILL BITS (6)	88.66
JP SUPPLY	PO0156015	MOP/BUCKET	62.07
JUMBO FOODS	PO0156015	PAPER TOWELS/PLATES	6.54
SHI INTERNATIONAL CORP	PO0156015	2019 MS OFFICE LICENSE	364.00
UNITED SUPERMARKET 3	PO0156015	DRINKS/EMPLOYEE APPRECIATION	11.44

PUBLIC WORKS MGMT TOTAL	1,018.92
--------------------------------	-----------------

FUND 10 DEPT 710 - FLEET MGMT

DMI* DELL HLTHCR/PTR	PO0156015	MONITOR	121.59
ENID WINNELSON CO	PO0156015	LAV.SUPPLY	6.33
HERE MAPS MODUSLINK	PO0156015	V635 MAP UPDATE	178.50
LOCKE SUPPLY WHC ENID	PO0156015	RETURN AIR GRILL/SUPPLY AIR GRILLS	52.31
SHI INTERNATIONAL CORP	PO0156015	2019 MS OFFICE LICENSE	364.00
STAPLES 00106633	PO0156015	PAPER	49.98
STUART C IRBY	PO0156015	UTILITY BOXES (7)	35.44
WM SUPERCENTER #4390	PO0156015	FLY TRAPS	17.64
WW STARR LUMBER ENID	PO0156015	SHEETROCK/JOINT COMPOUND	339.19

FLEET MGMT TOTAL	1,164.98
-------------------------	-----------------

FUND 10 DEPT 730 - PARKS & RECREATION

029 BRAUMS STORE	PO0156015	MEAL (12)/DEPT MEETING	17.97
ACADEMY SPORTS #271	PO0156015	VOLLEYBALL NET/LANYARDS (6)	26.93
AMAZON.COM*M609T03N1	PO0156015	FILTER KITS	220.95
AMAZON.COM*M64UE0F11	PO0156015	BOOTS/P RUNCO	144.99
AMERICAN RED CROSS	PO0156015	LIFEGUARD MANUAL	48.74
AMZN MKTP US*MN84X6US2	PO0156015	POOL PUMP SOLENOID/FAUCETS	173.97
ATWOOD 01 ENID	PO0156015	BOTTLED WATER	167.16
DAL SECURITY LLC	PO0156015	ALARM MONITORING/CHAMPION GYM	41.00
ENID WINNELSON CO	PO0156015	TEMP CONTROL CARTRIDGE/PVC PIPE	1,210.00
HOBBY-LOBBY #0008	PO0156015	LANYARDS (2)	13.98
ICON ENTERPRISES INC	PO0156015	REC 1 SOFTWARE FEE (2 MO)	200.00
JP SUPPLY	PO0156015	CLEANER/TISSUE/TOWELS	527.30
JUMBO FOODS	PO0156015	POOL CONCESSIONS	25.98

PURCHASING CARD CLAIMS LIST

6-18-19

LOCKE SUPPLY - ENID	PO0156015	POOL REPAIR PARTS	30.56
LOWES #00205*	PO0156015	BRACES (25)/ANCHORS (25)/DRILL BITS (4)	371.92
PENTAIR AQUATIC ECO SY	PO0156015	FISH TAG GUN/TAGS	171.24
SAMSClub #8289	PO0156015	POOL CONCESSIONS	562.70
SQU*SQ *A&B RADIATOR	PO0156015	V547 RADIATOR WORK	65.00
STUART C IRBY	PO0156015	LED LIGHT FIXTURES (2)	88.00
SWIMOUTLET.COM	PO0156015	LIFEGUARD HATS (3)	28.00
TACONY CORPORATION	PO0156015	FLOOR MACHINE PARTS	50.27
WAL-MART #0499	PO0156015	COFFEE/CREAMER/CUPS	217.65
WM SUPERCENTER #499	PO0156015	POOL CONCESSIONS	225.03
WW STARR LUMBER ENID	PO0156015	LUMBER	8.91

<u>PARKS & RECREATION TOTAL</u>	<u>4,638.25</u>
--	------------------------

FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT

CARID.COM	PO0156015	V119 WATER PUMP	149.05
MCDONALD'S F2149	PO0156015	MEAL (12)/DEPT MEETING	29.88
STAPLES 00106633	PO0156015	INK CARTRIDGES (2)	332.97
STUART C IRBY	PO0156015	LIGHTNING ARRESTER /BREAKERS (2)	102.70

<u>STRMWTR & ROADWAY MAINT TOTAL</u>	<u>614.60</u>
---	----------------------

FUND 10 DEPT 750 - TECHNICAL SERVICES

2000 CED	PO0156015	ELECTRICAL FITTINGS	386.09
3M CREDIT	PO0156015	VINYL	792.00
BRADFORD INDUSTRIAL SP	PO0156015	SAFETY SWITCH/COPPER STUB	21.07
CENEX FARMERS 07053606	PO0156015	PROPANE	22.00
CRITICAL COMM	PO0156015	PAGER	22.81
ENID WINNELSON CO	PO0156015	PVC FITTINGS/PRIMER/GLUE	40.20
FASTENAL COMPANY 010KE	PO0156015	NUTS/BOLTS	52.15
KINNUNEN SALES AND REN	PO0156015	HAMMERDRILL/SOCKET SET/DRILL BITS	1,259.73
LOCKE SUPPLY WHC ENID	PO0156015	COPPER TUBING/WIRE/INSULATION	378.82
LOWES #00205*	PO0156015	LADDER/STEP STOOL	271.66
SQ *SQ *BEE LINE HEATI	PO0156015	THERMOSTAT/SMOKE DETECTOR/LABOR	385.00
SQU*SQ *ABSOLUTELY TNT	PO0156015	LOGO SHIRTS (8)	48.00
SQU*SQ *KLINE SIGN L.L	PO0156015	CRANE LIFT	250.00
STAPLES 00106633	PO0156015	INK CARTRIDGE (2)	219.98
SYNNEX	PO0156015	NETWORK TESTER	569.23
VULCAN INC	PO0156015	SIGN BLANKS (68)	745.08
WW STARR LUMBER ENID	PO0156015	DOUBLE SIDED TAPE	19.92

<u>TECHNICAL SERVICES TOTAL</u>	<u>5,483.74</u>
--	------------------------

FUND 10 DEPT 900 - LIBRARY

030 BRAUMS STORE	PO0156015	SUMMER READING PROGRAM SUPPLIES	7.00
ALDI 75012	PO0156015	SUMMER READING PROGRAM SUPPLIES	16.30
AMZN MKTP US*M65002NK1	PO0156015	GLOVES/CLOROX WIPES (2)	117.73
BAKER & TAYLOR - BOOKS	PO0156015	BOOK	30.52
BRODART BOOKS	PO0156015	BOOKS (8)	208.86
BRODART BOOKS	PO0156015	LIBY19-1 BOOKS (47)	522.19
DOLLAR-GENERAL #0594	PO0156015	SUMMER READING PROGRAM SUPPLIES	6.00
HERTZBERG NEW METHOD I	PO0156015	BOOKS (48)	961.66
HOBBY-LOBBY #0008	PO0156015	SUMMER READING PROGRAM SUPPLIES	28.98
KINNUNEN SALES AND REN	PO0156015	PAINT	4.29

PURCHASING CARD CLAIMS LIST

6-18-19

LOWES #00205*	PO0156015	VACUUM/DRILL BITS	120.40
MIDWEST TAPE LLC	PO0156015	LIBY19-1 AUDIO BOOKS (28)	1,245.39
PAYPAL *COVERBIND	PO0156015	GLUE	104.00
RECORDED BOOKS	PO0156015	AUDIO BOOKS (8)	331.62
SHERWIN WILLIAMS 70718	PO0156015	PAINT/THINNER/BRUSH	90.05
STAPLES 00106633	PO0156015	STYLUS PEN GRANT	7.49
STAPLES 00106633	PO0156015	SUMMER READING PROGRAM SUPPLIES	17.49
WM SUPERCENTER #4390	PO0156015	SUMMER READING PROGRAM SUPPLIES	22.21

LIBRARY TOTAL 3,842.18

FUND 10 DEPT 955 - CAPITAL ASSETS & PROJECTS

INT*IN *OSBURN ASSOCIA	PO0156015	M-1713A LAMINATE	468.00
------------------------	-----------	------------------	--------

CAPITAL ASSETS & PROJECTS TOTAL 468.00

FUND 20 DEPT 205 - AIRPORT

AMAZON.COM*M65PU3ON1	PO0156015	WINDSHIELD WIPER BLADES (4)/BATTERIES	121.55
AMZN MKTP US*M62MH1LG0	PO0156015	HI VIS RAINCOAT/G BECKER	49.99
AMZN MKTP US*M62PO0J01	PO0156015	A-1701B NETWORK JACKS	52.99
AMZN MKTP US*M69FH2NI2	PO0156015	HI VIS VEST/GLOVES/D BALES	26.20
HEARTSMART.COM	PO0156015	AED PADS	67.00
HP *INSTANT INK	PO0156015	INK CARTRIDGE	9.99
JAMIE'S BARNSTORMERS	PO0156015	MEAL (10)/DEPT MEETING	102.15
JUMBO II LLC	PO0156015	BOTTLED WATER	7.96
NATIONAL AIR TRANSPORT	PO0156015	LINE SERVICE TRAINING/D BALES	75.00
OREILLY AUTO #0188	PO0156015	POWER STEERING FLUID	33.98
P AND K EQUIPMENT ENID	PO0156015	DEF FLUID (ALL VEHICLES)	19.98

AIRPORT TOTAL 566.79

FUND 22 DEPT 225 - GOLF

AUTOPAY/DISH NTWK	PO0156015	MONTHLY SERVICE 6/19	149.03
BELNICK RETAIL, LLC	PO0156015	TABLES (6)/CHAIRS (24)	2,157.43
PAYPAL *DTTHREADSOK	PO0156015	LOGO SHIRTS/MAINTENANCE EMPLOYEES	485.56
STAPLES DIRECT	PO0156015	UNIVERSAL POWER SUPPLY	152.99
SUDDENLINK - NATL SITE	PO0156015	MONTHLY SERVICE 6/19	82.45

GOLF TOTAL 3,027.46

FUND 31 DEPT 230 - UTILITY SERVICES

STEVENS FORD	PO0156015	V374 AIRBAG MODULE	734.65
--------------	-----------	--------------------	--------

UTILITY SERVICES TOTAL 734.65

FUND 31 DEPT 760 - SOLID WASTE

DANDY S DONUTS	PO0156015	MEAL (10)/SAFETY MEETING	15.98
PRO-VISION, INC.	PO0156015	V224 BACK UP CAMERA	483.38
STAPLES 00106633	PO0156015	INK CARTRIDGE	180.45
WM SUPERCENTER #4390	PO0156015	COFFEE/SUGAR/CREAMER	126.09

SOLID WASTE TOTAL 805.90

PURCHASING CARD CLAIMS LIST

6-18-19

FUND 31 DEPT 785 - PUBLIC UTILITIES MGMT

4TE*ADVANCED WATER SOL	PO0156015	WATER SOFTENER RENTAL 6/19	51.00
AIA CORPORATION	PO0156015	KEYCHAINS/PROMOTIONAL/SENIOR EVENT	186.65
AMAZON.COM*M62FJ3FN0	PO0156015	CLOCK	36.05
AMZN MKTP US*MN9W39KW2	PO0156015	DVI ADAPTER	7.99
DOMINO'S 6465	PO0156015	MEAL/EMPLOYEE APPRECIATION	180.27
JP SUPPLY	PO0156015	MOP/BUCKET	62.07
JUMBO FOODS	PO0156015	PAPER TOWELS/PLATES	6.53
SONIC DRIVE IN #3189	PO0156015	DRINKS (10)/EMPLOYEE APPRECIATION	10.71
STAPLES 00106633	PO0156015	BINDERS (2)/DIVIDERS	31.46
UNITED SUPERMARKET 3	PO0156015	DRINKS/EMPLOYEE APPRECIATION	11.44
UPS (800) 811-1648	PO0156015	SHIPPING FEES	23.86

PUBLIC UTILITIES MGMT TOTAL **608.03**

FUND 31 DEPT 790 - WATER PRODUCTION

BELL SUPPLY - ENID OK	PO0156015	SWAGE TOOL/REDUCING T/FLANGES	977.13
STAPLES 00106633	PO0156015	BATTERY BACK UP	207.99
STUART C IRBY	PO0156015	LIGHTNING ARRESTER	56.50

WATER PRODUCTION TOTAL **1,241.62**

FUND 31 DEPT 795 - UTILITY MAINTENANCE

AMAZON.COM*M62FJ3FN0	PO0156015	PHONE CASE	17.99
AMZN MKTP US*MN5MT5U02	PO0156015	VALVE	137.81
AT&T*PREMIER EBIL	PO0156015	MONTHLY SERVICE 5/19	181.16
HAHN'S CLEANERS	PO0156015	DRY CLEANING/SUPERVISOR SHIRTS (5)	18.75
STUART C IRBY	PO0156015	LIGHTNING ARRESTER	56.50
WW STARR LUMBER ENID	PO0156015	SCREWS	59.84

UTILITY MAINTENANCE TOTAL **472.05**

FUND 31 DEPT 799 - WASTEWATER PLANT MGMT

HACH COMPANY	PO0156015	(CREDIT) RETURN	(411.07)
--------------	-----------	-----------------	----------

WASTEWATER PLANT MGMT TOTAL **(411.07)**

FUND 31 DEPT 956 - EMA CAPITAL REPLACEMENT

LOWES #00205*	PO0156015	V364 JOB BOX	319.00
---------------	-----------	--------------	--------

EMA CAPITAL REPLACEMENT TOTAL **319.00**

FUND 40 DEPT 405 - CAP. IMPROVEMENT

LOWES #00205*	PO0156015	P-1908C CONCRETE (20 BAGS)	101.40
---------------	-----------	----------------------------	--------

CAP. IMPROVEMENT TOTAL **101.40**

FUND 50 DEPT 505 - 911

EL CHARRO	PO0156015	MEAL/KINGFISHER 911 MEETING/R SINGLETON	18.87
-----------	-----------	---	-------

911 TOTAL **18.87**

PURCHASING CARD CLAIMS LIST

6-18-19

FUND 51 DEPT 515 - POLICE

6465 DOMINOS PIZZA	PO0156015	MEAL (5)/PCSC MEETING	31.96
AMAZON.COM*MN6IB1KV0	PO0156015	COMPUTER MONITORS (3)	293.94
AMZN MKTP US*MN9GA7UU0	PO0156015	BATTERY BACKUP	106.98
CAP FLEET UPFITTERS, L	PO0156015	V2148 TABLET INSTALL	130.00
CHRYSLER JACKSON CHRYS	PO0156015	V2110 A/C REPAIR	531.54
DALLAS CHILDRENS ADVOC	PO0156015	ICAC REGISTRATION (2)	1,060.00
DOLLAR GENERAL #14642	PO0156015	BUG KILLER/RANGE	11.25
HOBBY-LOBBY #0008	PO0156015	FLAGS (24)/MEMORIAL DAY	47.76
JUMBO FOODS	PO0156015	FLORAL ARRANGEMENTS (45)/MEMORIAL DAY	404.60
JUMBO FOODS	PO0156015	WATER/SOFT DRINKS/TRAINING	91.84
OPCTF	PO0156015	REGISTRATION (4)/KENESICS	100.00
SECRETARY OF STATE	PO0156015	NOTARY RENEWAL/D PARKS	26.00
SECRETARY OF STATE	PO0156015	NOTARY RENEWAL/M EVANS	20.80
STEVENS FORD	PO0156015	V2069 CLUSTER	669.28
WAL-MART #0499	PO0156015	OIL/LAWN MOWER	4.97
WHEAT CAPITAL COMMUNIC	PO0156015	V2148 COAX CABLE KIT	20.00

POLICE TOTAL	3,550.92
---------------------	-----------------

FUND 65 DEPT 655 - FIRE

6010 - FREDDYS FROZEN	PO0156015	MEAL/OSFA CONF/B BURKHART	6.79
ALL HANDS FIRE EQUIPME	PO0156015	HELMET DECAL (6)	53.94
AMAZON.COM*MN3SW4YP0	PO0156015	FIRE EXTINGUISHER TAGS	28.16
AMZN MKTP US*M642C5A81	PO0156015	EXAM GLOVES/LIGHT BULBS (10)	136.68
BETTYMILLS	PO0156015	OXYGEN REGULATOR (2)	64.37
CHILI'S PONCA CITY	PO0156015	MEAL/OSFA CONF/B BURKHART	22.38
CKE*RUSTY BARRELL SUPP	PO0156015	MEAL (6)/OSFA CONF	219.24
EMT & FIRE TRAINING IN	PO0156015	EMT TEST PREP SUBSCRIPTION/J MEIER 6/19	49.95
FELD FIRE	PO0156015	HELMETS (3)/DECALS (6)	728.39
GARRETT WRANGLER RESTA	PO0156015	MEAL (2)/OSFA CONF	22.76
INFLATABLEBOATPARTS.CO	PO0156015	V1017 ADHESIVE	46.90
LBC LIGHTING	PO0156015	LIGHT FIXTURE (2)	430.70
LOWES #00205*	PO0156015	(CREDIT) TILE RETURN	(9.10)
NFPA NATL FIRE PROTECT	PO0156015	BOOK	45.45
STAPLES 00106633	PO0156015	PHONE	29.99
SWADLEY S	PO0156015	MEAL (3)/FIRE CIVIL SERVICE COMMISSION	42.20
UNITED LINEN	PO0156015	SHOP/KITCHEN TOWELS	39.45

FIRE TOTAL	1,958.25
-------------------	-----------------

FUND 99 DEPT 995 - EPTA

AMZN MKTP US*M64CQ6TW1	PO0156015	TABLET CASES (4)/CHARGER	77.79
ATT*BUS PHONE PMT	PO0156015	MONTHLY SERVICE 5/19	375.40
MIGHTYTEXT PRO	PO0156015	ANNUAL MIGHTYTEXT PRO SUBSCRIPTION 5/19-5/20	39.99

EPTA TOTAL	493.18
-------------------	---------------

JP MORGANCHASE CLAIMS LIST TOTAL	\$ 36,436.04
---	---------------------

City Commission Meeting

10.1.

Meeting Date: 06/18/2019

Submitted By: Cary Huffhines, Executive Assistant

SUBJECT:

APPROVE A CONTRACT BETWEEN FREDRICK AND MARY KATHRYN LORENZ AND THE ENID MUNICIPAL AUTHORITY FOR WATER RIGHTS PURCHASE AND TRANSFER OF WATER PERMIT 2011-672 FOR CONCURRENT USE OF 133 ACRE-FEET A YEAR FOR THE AMES #6 GROUNDWATER WELL, AND GIVE AUTHORITY TO THE CHAIRMAN OF THE EMA TO EXECUTE CONTRACT DOCUMENTS.

BACKGROUND:

The Oklahoma Water Resources Board (OWRB) awarded the EMA and Fredrick and Mary Kathryn Lorenz both permits for groundwater for the Southwest Quarter (SW/4) of Section One (1), Township Twenty (20) North, Range Ten (10), West of the Indian Meridian, Major County, Oklahoma in 2014. The City shares the annual use of 133 acre feet of groundwater concurrently with Fredrick and Mary Kathryn Lorenz. The groundwater well in questions, the Ames #6, is an excellent well and could easily produce the full 133 acre feet of water in addition to the 187 acre feet for which the EMA already has exclusive rights.

The Lorenz permit allows the drilling of two groundwater wells for oil and gas operations. Mr. Lorenz contacted Mr. Gilbert to discuss transferring his water rights and permit to the EMA. This contract will authorize the purchase of the Lorenz permit and provide the City the full use of the 320 acre feet of water annually. The contract provides payment to Mr. and Mrs. Lorenz at closing of One Hundred Twenty Thousand Dollars (\$120,000.00) once Mr. and Mrs. Lorenz have had OWRB transfer their permit to the EMA.

RECOMMENDATION:

Approve contract.

PRESENTER:

Jerald Gilbert, City Manager.

Attachments

Agreement

**CONTRACT BETWEEN FREDRICK AND MARY KATHRYN LORENZ
AND THE ENID MUNICIPAL AUTHORITY FOR
WATER RIGHTS PURCHASE AND TRANSFER OF
WATER PERMIT 2011-672 FOR CONCURRENT USE OF
133 ACRE-FEET A YEAR**

This Contract is made and entered into by and between Fredrick and Mary Kathryn Lorenz, hereinafter referred to as "Owners", and the Enid Municipal Authority, a Public Trust, hereinafter referred to as "EMA".

WITNESSETH

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

1. Subject Property. The Southwest Quarter (SW/4) of Section One (1), Township Twenty (20) North, Range Ten (10), West of the Indian Meridian, Major County, Oklahoma. The said tract containing 160 acres more or less.
2. Water Rights Purchase. EMA agrees to purchase all retained water rights and the OWRB permit for the concurrent use of 133 acre-feet of groundwater from the Owners concerning the subject property that are referenced in the OWRB Board Order concerning Groundwater Application 2011-672 Major County dated Sept 16, 2014. Owners agree to sell these rights for the entire Southwest Quarter.
3. Purchase Price. The purchase price shall be One Hundred Twenty Thousand Dollars (\$120,000.00). The EMA will issue the check to the closing agent John Wynne upon execution of the contract to be held in trust until the closing.
4. Closing. It is agreed that this transaction shall be closed at a mutually agreeable time at the offices of John Wynne no later than ten days after the OWRB approves the transfer of the Lorenz concurrent use permit to the EMA. At the Closing, all documents necessary to evidence the conveyance of water rights and permit will be exchanged and delivered to EMA.
5. Permit and Conveyance. At Closing, as provided in this Contract, the Owners shall deliver to the EMA a properly executed Conveyance of Water Rights and OWRB permit any other necessary documents conveying the rights herein described. EMA will pay for the cost of recording said documents after closing.
6. Warranty. Owners warrant that they are the lawful owners of the OWRB Groundwater Permit 2011-672 for concurrent use of 133 acre feet per year and they have authority to enter into this Contract.

7. Notices. Whenever a notice is required to be given under the terms of this Contract, or any extension hereunder, such notice shall be given in writing and either hand-delivered or mailed by certified mail, return receipt requested, and directed to the respective parties at the following addresses:

As to the Owners: Fredrick and Mary Kathryn Lorenz
207 N. Mulberry
Okeene, OK 73763

As to the EMA: Enid Municipal Authority
401 W. Owen K. Garriott Rd
Enid, OK 73701

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

8. Interpretation of Law. This Contract shall be deemed to have been made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma.
9. Choice of Law. Any action or proceeding initiated to enforce any provision of, or based on any right arising out of, this Contract may be brought against any of the parties in the courts of the State of Oklahoma, County of Major.
10. Integration and Amendments. This Contract constitutes the entire agreement between the parties and may not be amended, altered, modified or changed in any way except in writing signed by all the parties to this contract and which specifically references this Contract. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this contract. No course of dealings involving the parties hereto and no usage of trade shall be relevant or admissible to interpret, supplement, explain or in any way vary any of the terms expressly set forth in this Contract. Any amendment to this contract shall be attached to this contract and all of the terms in this contract not addressed in the amendment shall remain in full force and effect.
11. Binding Effect. This Contract binds the parties and any heirs, successors and assigns of the parties.
12. Severability. If any one or more of the sections, sentences, clauses, or parts of this Contract be held invalid for any reasons, the invalidity of such section, sentence, clause or part shall not affect or prejudice in any way the applicability and validity of any other provision of this Contract.
13. Assignment. Owners shall not assign, sublease, mortgage or pledge any rights in this Contract, or any portion thereof, to any other party without prior written consent of the EMA.

14. Construction. Captions and other headings contained in this Contract are for reference and identification purposes only and do not alter, modify, amend, limit or restrict the contractual obligations of the parties.
15. Counterparts. This Contract may be executed in any number of counterparts, and when each party has signed and delivered to the other at least one such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one agreement; provided, however, this contract shall not be binding upon the parties hereto until signed by all of the parties.
16. Third Party Beneficiaries. Nothing in this Contract, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Contract, except as provided expressly herein.
17. Governmental Tort Claims Act. By entering into this Contract, EMA and its “employees,” as defined by the Governmental Tort Claims Act, 51 Okla. Stat. § 151 et seq., do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Contract modifies and/or waives any provision of the Local Government Tort Claims Act.
18. Survival of Contract Provisions. The rights and duties of the parties to each other under the terms of this Contract shall survive the Closing and delivery of the conveyance documents, and shall continue to be binding on the parties, their heirs and assigns. The terms of this Contract or any portions thereof may be incorporated by reference into any conveyance documents or other memoranda suitable for recording in the office of the Registrar of Deeds in Major County, Oklahoma, without the necessity of duplicating the whole hereof, or of recording the whole hereof.

IN WITNESS WHEREOF, the parties have hereunto executed and delivered this Contract on the day and year last written below.

Date: _____

“Owners”

Fredrick Lorenz

Mary Kathryn Lorenz

Date: _____

“EMA”
Enid Municipal Authority,
an Oklahoma Public Trust

George C. Pankonin, Chairman

(SEAL)

ATTEST:

Alissa Lack, Secretary

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

Before me, the undersigned Notary Public in and for said County and State, on this _____ day of June, 2019, personally appeared Mary Kathryn Lorenz, to me known to be the identical person who executed the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Notary Public

(SEAL)

My Commission Expires: _____

My Commission Number: _____

City Commission Meeting

10.2.

Meeting Date: 06/18/2019

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$124,375.58.

City Commission Meeting

13.1.

Meeting Date: 06/18/2019

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$5,000.00.

City Commission Meeting

16.1.

Meeting Date: 06/18/2019

Submitted By: Erin Crawford, Chief Financial Officer

SUBJECT:

AWARD A PROFESSIONAL SERVICES CONTRACT WITH RSM US LLP, OKLAHOMA CITY, OKLAHOMA TO COMPLETE THE 2018-2019 ENID PUBLIC TRANSPORTATION AUTHORITY VEHICLE REVENUE MILEAGE AUDIT, IN THE AMOUNT OF \$4,000.00.

BACKGROUND:

This is a companion to Item 7.19. The Oklahoma Department of Transportation (ODOT) has a Public Transit Management Plan that requires the Enid Public Transportation Authority to obtain an independent audit report attesting to the annual vehicle revenue miles to received funds from the public transit state revolving fund. The revenue mileage audit is due to ODOT by the last working day of August each year. The bids are on file in the office of the City Clerk. The selection committee determined RSM US LLP was the best qualified firm to deliver the required services.

Total compensation for these services will not exceed \$4,000.00 for the 2018-2019 audit services, the same fee as the 2017-2018 audit services.

RECOMMENDATION:

Renew professional services contract with RSM US LLP to conduct the 2018-2019 revenue mileage audit in the amount of \$4,000.00 and authorize the Chairman to execute all documents.

PRESENTER:

Erin Crawford, Chief Financial Officer

Fiscal Impact

Budgeted Y/N: Y

Amount: \$4,000.00

Funding Source:

Enid Public Transportation Authority

Attachments

Engagement Letter



RSM US LLP

210 Park Avenue
Suite 1725
Oklahoma City, OK 73102

T +1 405 239 7961
F +1 405 235 0042

www.rsmus.com

June 18, 2019

Finance Committee
City of Enid
Enid Public Transportation Authority
401 West Owen K. Garriott Road
Enid, OK 73702

Attention: Mr. Jerald Gilbert, City Manager and Ms. Erin Crawford, Chief Financial Officer

This letter is to explain our understanding of the arrangements regarding our engagement to examine the statement of vehicle revenue mileage, as defined in the January 2012 publication of the *Public Transportation Revolving Fund State Management Plan*, of the Enid Public Transportation Authority (the Authority) for the year ended June 30, 2019, in accordance with attestation standards established by the American Institute of Certified Public Accountants. We ask that you confirm this understanding.

Engagement Services

We will perform an examination of the statement of vehicle revenue mileage of the Authority in relation to established or stated criteria. Accordingly, we will perform such procedures as we consider necessary to evaluate the statement of vehicle revenue mileage of the Authority in relation to the established or stated criteria for the purpose of expressing positive assurance on the statement of vehicle revenue mileage of the Authority.

The services that we will perform are not designed and cannot be relied upon to disclose errors, fraud or illegal acts, should any exist. However, we will inform the appropriate level of management of any material errors that come to our attention and any fraud or illegal acts that come to our attention, unless they are clearly inconsequential.

Furthermore, the services were not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, we will communicate to management and the City Council any significant deficiencies or material weaknesses that become known to us during the course of the engagement.

Enid Public Transportation Authority's Responsibilities

Management is responsible for the statement of vehicle revenue mileage of the Enid Public Transportation Authority. Management is responsible for providing us with a written management representation letter confirming certain representations made during the course of the engagement. Management is responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the statement of vehicle revenue mileage of the Authority that is free from material misstatement, whether due to fraud or error.

THE POWER OF BEING UNDERSTOOD
AUDIT | TAX | CONSULTING

Mr. Jerald Gilbert, City Manager
Ms. Erin Crawford, Chief Financial Officer
City of Enid
June 18, 2019
Page 2

Management is responsible for identifying and ensuring that the entity complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, short sellers or others.

The Authority agrees that it will not include our reports, or otherwise make reference to us, in any public or private securities offering without first obtaining our consent. Any request to consent is also a matter for which separate arrangements will be necessary. After obtaining our consent, the Authority also agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing, and with a copy of the final reproduced material for our approval before it is distributed. In the event our auditor/client relationship has been terminated when the Authority seeks such consent, we will be under no obligation to grant such consent or approval.

Because RSM US LLP will rely on Enid Public Transportation Authority and its management and City Council to discharge the foregoing responsibilities, Enid Public Transportation Authority holds harmless and indemnifies RSM US LLP and its partners and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of Enid Public Transportation Authority's management that has caused, in any respect, RSM US LLP's breach of contract or negligence. This provision will survive termination of this letter.

Records and Assistance

The attestation standards require that we perform our examination engagement only if we have reason to believe that the statement of vehicle revenue mileage of the Enid Public Transportation Authority is capable of evaluation against criteria that are suitable and available to users. If circumstances arise relating to the condition of the Authority's records, the availability of appropriate evidence or indications of a significant risk of material misstatement of the statement of vehicle revenue mileage of the Authority because of error or fraud that, in our professional judgment, prevents us from completing the engagement, forming an opinion or issuing our report, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement

During the course of our engagement, we may accumulate records containing data that should be reflected in the Authority's books and records. The Authority will determine that all such data, if necessary, will be so reflected. Accordingly, the Authority will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by Authority personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Erin Crawford, Chief Financial Officer. The timely and accurate completion of this work is an essential condition to our completion of our services and issuance of our report.

Fees, Costs, and Access to Documentation

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus directly billed expenses, including report processing, travel, meals, and fees for services from other professionals, as well as a charge of 5 percent of fees for all other expenses, including indirect administrative expenses such as technology,

Mr. Jerald Gilbert, City Manager
Ms. Erin Crawford, Chief Financial Officer
City of Enid
June 18, 2019
Page 3

research and library databases, communications, photocopying, postage and clerical assistance. Our fees for the services described in this letter will be \$4,000.

When an engagement has been suspended at the request of management or those charged with governance and work on that engagement has not recommenced within 120 days of the request to suspend our work, RSM US LLP may, at its sole discretion, terminate this arrangement letter without further obligation to Enid Public Transportation Authority. Resumption of work following termination may be subject to our client acceptance procedures and, if resumed, will necessitate additional procedures not contemplated in this arrangement letter. Accordingly, the scope, timing and fee arrangement discussed in this arrangement letter will no longer apply. In order for RSM US LLP to recommence work, a new arrangement letter would need to be mutually agreed upon and executed.

In the event we are requested or authorized by Enid Public Transportation Authority or are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagements for Enid Public Transportation Authority, Enid Public Transportation Authority will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

Our professional standards require that we perform certain additional procedures on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client. Accordingly, the Authority agrees it will compensate RSM US LLP for any additional costs incurred as a result of the Authority's employment of a partner or professional employee of RSM US LLP

Claim Resolution

Enid Public Transportation Authority and RSM US LLP agree that no claim arising out of services rendered pursuant to this arrangement letter shall be filed more than the earlier of two years after the date of the report issued by RSM US LLP or the date of this arrangement letter if no report has been issued. In no event shall either party be liable to the other for claims of punitive, consequential, special, or indirect damages. RSM US LLP's liability for all claims, damages and costs of Enid Public Transportation Authority arising from this engagement is limited to the amount of fees paid by Enid Public Transportation Authority to RSM US LLP for the services rendered under this arrangement letter.

Information Security - Miscellaneous Terms

RSM US LLP is committed to the safe and confidential treatment of Enid Public Transportation Authority's proprietary information. RSM US LLP is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. Enid Public Transportation Authority agrees that it will not provide RSM US LLP with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of Enid Public Transportation Authority's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

RSM US LLP may terminate this relationship immediately in its sole discretion if RSM US LLP determines that continued performance would result in a violation of law, regulatory requirements, applicable professional standards or RSM US LLP's client acceptance or retention standards, or if Enid Public Transportation Authority is placed on a verified sanctioned entity list or if any director or executive of, or other person closely associated with, Enid Public Transportation Authority or its affiliates is placed on a verified sanctioned person list, in each case, including but not limited to lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the United Nations Security Council, the European Union or any other relevant sanctioning authority.

Mr. Jerald Gilbert, City Manager
Ms. Erin Crawford, Chief Financial Officer
City of Enid
June 18, 2019
Page 4

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Reporting

We will issue a written report upon completion of our examination of the statement of vehicle revenue mileage of the Enid Public Transportation Authority in relation to established or stated criteria. Our report will be addressed to the City Council of the City of Enid. We cannot guarantee that positive assurance on the statement of vehicle revenue mileage of the Enid Public Transportation Authority will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

This letter constitutes the complete and exclusive statement of agreement between RSM US LLP and the Enid Public Transportation Authority, superseding all proposals, oral or written, and all other communications with respect to the terms of the engagement between the parties.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature of a party to this agreement or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities or (iv) a digital signature. This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Mr. Jerald Gilbert, City Manager
Ms. Erin Crawford, Chief Financial Officer
City of Enid
June 18, 2019
Page 5

If this letter defines the arrangements as the Authority understands them, please sign and date a copy and return it to us. We appreciate your business.

RSM US LLP



Mike Gibson, Partner

Confirmed on behalf of Enid Public Transportation Authority:

Mayor or Chairman of Audit Committee

Date

Management's acknowledgement of the agreement:

City Manager

Date

Chief Financial Officer

Date

City Commission Meeting

16.2.

Meeting Date: 06/18/2019

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$15,005.36.

City Commission Meeting

19.

Meeting Date: 06/18/2019

Submitted By: Cary Huffhines, Executive Assistant

SUBJECT:

CONSIDER CONVENING INTO EXECUTIVE SESSION TO DISCUSS AN ECONOMIC DEVELOPMENT OPPORTUNITY WITHIN THE LAHOMA COURTS DEVELOPMENT AND RECONVENE INTO REGULAR SESSION TO TAKE ANY NECESSARY ACTION.

BACKGROUND:

The City Attorney recommends that the Mayor and Board of Commission convene into Executive Session pursuant to 25 O.S. §307 (C)(10), to discuss matters pertaining to economic development because disclosure of the matter discussed with public would interfere with the development of the proposal.

RECOMMENDATION:

Consider going into executive session.

PRESENTER:

Carol Lahman, City Attorney.
