



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

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BOARD OF COMMISSIONERS

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NOTICE OF MEETINGS

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

Notice is hereby given that the Mayor and Board of Commissioners of the City of Enid, Oklahoma, the Trustees of the Enid Municipal Authority, a Public Trust, the Trustees of the Enid Economic Development Authority, a Public Trust, and the Trustees of the Enid Public Transportation Authority, a Public Trust will meet in regular session at 6:30 p.m. on the 2nd day of July, 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 18, 2019 AND THE SPECIAL MEETING OF JUNE 21, 2019.
5. AWARDS, PRESENTATIONS, PROCLAMATIONS, AND ORGANIZATIONAL BUSINESS.
  1. PRESENT PET AVAILABLE FOR ADOPTION AT THE CITY ANIMAL SHELTER.
6. COMMUNITY DEVELOPMENT.
  1. CONDUCT A HEARING FOR THE REZONING OF PROPERTY DESCRIBED AS LOT 14, BLOCK 64, ORIGINAL TOWNSITE OF ENID, LOCATED AT 824 EAST OWEN K. GARRIOTT ROAD, FROM R-4 RESIDENTIAL DUPLEX OR TWO-FAMILY DWELLING DISTRICT TO C-3 GENERAL COMMERCIAL DISTRICT.

2. **CONSIDER AN ORDINANCE REZONING PROPERTY DESCRIBED AS LOT 14, BLOCK 64, ORIGINAL TOWNSITE OF ENID, LOCATED AT 824 EAST OWEN K. GARRIOTT ROAD, FROM R-4 RESIDENTIAL DUPLEX OR TWO-FAMILY DWELLING DISTRICT TO C-3 GENERAL COMMERCIAL DISTRICT.**

**7. ADMINISTRATION.**

1. **CONSIDER AND TAKE ACTION WITH RESPECT TO A RESOLUTION OF THE CITY OF ENID, OKLAHOMA (THE "CITY") APPROVING ACTION TAKEN BY THE ENID MUNICIPAL AUTHORITY (THE "AUTHORITY") AUTHORIZING ISSUANCE, SALE AND DELIVERY OF THE AUTHORITY'S TAXABLE SERIES 2019B CLEAN WATER SRF PROMISSORY NOTE TO OKLAHOMA WATER RESOURCES BOARD; RATIFYING AND CONFIRMING A LEASE AGREEMENT; RATIFYING AND CONFIRMING SALES TAX AGREEMENT PERTAINING TO A YEAR-TO-YEAR PLEDGE OF CERTAIN SALES TAX REVENUE; DECLARING AN EMERGENCY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.**
2. **AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 6, ENTITLED "MOTOR VEHICLES AND TRAFFIC" CHAPTER 1, ENTITLED "GENERAL TRAFFIC PROVISIONS" SECTION 6-1-13 ENTITLED "LICENSE TAG REQUIRED ON VEHICLE"; TO ADD FIVE-DAY EXCEPTION FOR PURCHASE OF USED CAR; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.**

**8. CONSENT.**

1. **AWARD A PROFESSIONAL SERVICES CONTRACT TO CEC CORPORATION, OKLAHOMA CITY, OKLAHOMA, FOR ENGINEERING SERVICES FOR ENID WOODRING REGIONAL AIRPORT, AND AUTHORIZE THE MAYOR TO EXECUTE CONTRACT DOCUMENTS.**
2. **AWARD CONTRACTS TO 4 SEASONS OUTDOOR SERVICES, HRT SERVICE COMPANY, AND JANTZ MOWING FOR MOWING AND CLEANING THE CITY OF ENID'S RIGHTS-OF-WAY FOR FISCAL YEAR 2019-2020.**
3. **AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS ASSOCIATED WITH THE CONTRACT AWARDED TO EMC SERVICES, LLC, OKLAHOMA CITY, OKLAHOMA, FOR PROJECT NO. F-1812C, PAVED CHANNEL FROM WEST OF MAYBERRY STREET TO HOOVER STREET, IN THE AMOUNT OF \$82,015.00.**
4. **AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS ASSOCIATED WITH THE CONTRACT AWARDED TO WATERFRONT CONSTRUCTION, LLC, OKLAHOMA CITY, OKLAHOMA, FOR PROJECT NO. M-1902C, THE 2019 ADA COMPLIANCE PROGRAM AT GARFIELD ELEMENTARY SCHOOL, IN THE AMOUNT OF \$153,300.50.**
5. **AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS ASSOCIATED WITH THE CONTRACT AWARDED TO LUCKINBILL, INC., ENID, OKLAHOMA, FOR PROJECT NO. W-1810C, 20-INCH PRESSURE RELIEF SYSTEM, IN THE AMOUNT OF \$83,975.00.**

6. APPROVE CHANGE ORDER NO. 1 WITH C4L, LLC, FOR PROJECT NO. P-1904C, DON HASKIN'S PARK IMPROVEMENT, IN THE AMOUNT OF \$938.00, AND AUTHORIZE THE MAYOR TO EXECUTE RELATED DOCUMENTS.
7. APPROVE CHANGE ORDER NO. 1 WITH SCISSOR TAIL CONSTRUCTION, LLC, FOR PROJECT NO. M-1910C, MEADOWLAKE GOLF MAINTENANCE BUILDING, IN THE AMOUNT OF \$140,064.00 AND ADD 30 DAYS TO THE CONTRACT TIME, AND AUTHORIZE THE MAYOR TO EXECUTE RELATED DOCUMENTS.
8. APPROVE CHANGE ORDER NO. 2 WITH CUMMINS CONSTRUCTION COMPANY, INC., FOR PROJECT NO. R-1902C, 2019 ARTERIAL STREET RESURFACING PROGRAM, IN THE AMOUNT OF \$236,312.00 AND ADD 75 DAYS TO THE CONTRACT TIME, AND AUTHORIZE THE MAYOR TO EXECUTE RELATED DOCUMENTS.
9. APPROVE AMENDMENT NO. 2 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH POE AND ASSOCIATES, INC., OKLAHOMA CITY, OKLAHOMA, FOR THE NORTH CLEVELAND AVENUE, BNSF RAILROAD TO WILLOW ROAD, GARFIELD COUNTY, PROJECT NO. R-1803A, IN THE AMOUNT OF \$60,000.00, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS.
10. ACCEPT PROJECT NO. P-1906C, THE CROSSLIN PARK SIDEWALK IMPROVEMENTS, WITH RICK LORENZ CONSTRUCTION, INC., AND AUTHORIZE FINAL PAYMENT IN THE AMOUNT OF \$5,924.43.
11. ACCEPT THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) PERMIT NO. WL000024190440 FOR THE INSTALLATION OF A 20-INCH PRESSURE RELIEF SYSTEM FOR THE 20-INCH WATERLINE IN THE DISTRIBUTION SYSTEM IN THE CITY OF ENID, GARFIELD COUNTY, OKLAHOMA, PROJECT NO. W-1810C.
12. ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM MIKE AND DOTTIE NEMEC, OF NOBLE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R3, PARCEL NO. N-016, IN THE AMOUNT OF \$975.00, AND AUTHORIZE PAYMENT.
13. ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM THE DONNA DUPY SWAFFAR FAMILY TRUST, OF NOBLE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R3, PARCEL NO. N-014, IN THE AMOUNT OF \$10,675.00, AND AUTHORIZE PAYMENT.
14. ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM DARREN GILLHAM AND APRIL DAWN GILLHAM, OF KAY COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R1, PARCEL NO. K-015, IN THE AMOUNT OF \$6,825.00, AND AUTHORIZE PAYMENT.
15. APPROVAL OF CLAIMS IN THE AMOUNT OF \$1,302,514.15.
9. RECESS TO CONVENE AS THE ENID MUNICIPAL AUTHORITY.
10. TRUSTEES OF THE ENID MUNICIPAL AUTHORITY REGULAR MEETING.

11. ENID MUNICIPAL AUTHORITY REGULAR MEETING.
  1. CONSIDER AND TAKE ACTION WITH RESPECT TO A RESOLUTION AGREEING TO FILE APPLICATION(S) WITH THE OKLAHOMA WATER RESOURCES BOARD (THE "OWRB") FOR FINANCIAL ASSISTANCE THROUGH OWRB CLEAN WATER STATE REVOLVING FUND LOAN PROGRAM, WITH THE LOAN PROCEEDS BEING FOR THE PURPOSE OF REFINANCING CERTAIN WASTEWATER SYSTEM IMPROVEMENTS; APPROVING PROFESSIONAL SERVICES AGREEMENTS; AND CONTAINING OTHER PROVISIONS RELATED THERETO.
  2. CONSIDER AND TAKE ACTION WITH RESPECT TO A RESOLUTION OF THE ENID MUNICIPAL AUTHORITY (THE "BORROWER") APPROVING AND AUTHORIZING A CLEAN WATER SRF LOAN FROM THE OKLAHOMA WATER RESOURCES BOARD IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$11,000,000.00; APPROVING THE ISSUANCE OF ITS CLEAN WATER SRF PROMISSORY NOTE IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$11,000,000.00, SECURED BY A PLEDGE OF REVENUES AND AUTHORIZING ITS EXECUTION; APPROVING AND AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT FOR CLEAN WATER SRF LOAN; DESIGNATING A LOCAL TRUSTEE AND APPROVING AND AUTHORIZING THE EXECUTION OF A TRUST AGREEMENT; APPROVING AND AUTHORIZING THE EXECUTION OF A SECURITY AGREEMENT; RATIFYING AND CONFIRMING A LEASE AGREEMENT; RATIFYING AND CONFIRMING SALES TAX AGREEMENT PERTAINING TO A YEAR-TO-YEAR PLEDGE OF CERTAIN SALES TAX REVENUE OF THE CITY OF ENID, OKLAHOMA (THE "CITY"); APPROVING VARIOUS COVENANTS; APPROVING AND AUTHORIZING PAYMENT OF FEES AND EXPENSES; AND CONTAINING OTHER PROVISIONS RELATING THERETO.
  3. APPROVAL OF CLAIMS IN THE AMOUNT OF \$761,757.47.
12. ADJOURN TO CONVENE AS THE ENID ECONOMIC DEVELOPMENT AUTHORITY.
13. TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY REGULAR MEETING.
14. ENID ECONOMIC DEVELOPMENT AUTHORITY REGULAR MEETING.
  1. APPROVAL OF CLAIMS IN THE AMOUNT OF \$4,017.00.
15. ADJOURN TO CONVENE AS THE ENID PUBLIC TRANSPORTATION AUTHORITY.
16. TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY REGULAR MEETING.
17. ENID PUBLIC TRANSPORTATION AUTHORITY REGULAR MEETING.
  1. CONSIDER A RESOLUTION AUTHORIZING THE ENID PUBLIC TRANSPORTATION AUTHORITY TO ACCEPT A CONTRACT WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION, TRANSIT PROGRAMS DIVISION, FOR A GRANT UNDER 49 U.S.C. SECTION 5339(B), BUS AND BUS FACILITIES GRANT PROGRAM FOR FUNDS DURING THE 2019 FISCAL PROGRAM YEAR.



2. APPROVAL OF CLAIMS IN THE AMOUNT OF \$2,749.13.
18. ADJOURN TO RECONVENE AS THE ENID CITY COMMISSION.
19. PUBLIC COMMENTS.
20. ADJOURN.

**City Commission Meeting**

**4.**

**Meeting Date:** 07/02/2019

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**SUBJECT:**

**CONSIDER APPROVAL OF MINUTES OF THE REGULAR COMMISSION MEETING OF JUNE 18, 2019 AND THE SPECIAL MEETING OF JUNE 21, 2019.**

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**Attachments**

6/18/19 Minutes

6/21/19 Minutes

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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 18TH 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 Allen, Norwood, Waddell, Stallings, Mason and Mayor Pankonin.

ABSENT: Commissioner Ezzell.

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 Utilities Director Lou Mintz, Planning Administrator Chris Bauer, Assistant Fire Chief Bill Burkhart, Police Captain Tim Jacobi, Director of Marketing and Public Relations Steve Kime, Human Resources Director Sonya Key, and Ex-Officio Member Colonel Jay Johnson and Chief Master Sergeant Frank Graziano.

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Pastor Carrell Still of Willow Road Christian Church gave the Invocation, and the Flag Salute was led by Chief Master Sergeant Frank Graziano.

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Motion was made by Commissioner Waddell and seconded by Commissioner Norwood to approve the minutes of the regular Commission meeting of June 6, 2019, and the vote was as follows:

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

NAY: None.

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Animal Adoption Coordinator Charlet Ringwald presented "Cleocatra", a 2-month-old female domestic shorthair kitten available for adoption at the Enid Animal Shelter.

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Motion was made by Commissioner Allen and seconded by Commissioner Waddell to appoint Dr. Gerald Weinand as the Ward 1 Representative for the Special Sales Tax Oversight Committee, and the vote was as follows:

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

NAY: None.

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

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Motion was made by Commissioner Waddell to approve the appointment of Ms. Tillie Sewell to the Board of Adjustment.

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

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

NAY: None.

Ms. Sewell will serve an unexpired term on the board through March 1, 2020.

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Commissioner Mason recognized PACE Intern Josh Faulkner for his efforts and accomplishment in cataloging all of the public art pieces in the City of Enid, and providing pertinent information such as locations, history, and assessed value of the pieces.

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Chief Financial Officer Erin Crawford addressed commissioners regarding an amendment to the Enid Event Center and Convention Hall Fund Budget, explaining that this was good news. Staff budgeted \$1.34 million in lodging tax as the revenue projection for the year. As of the end of May, \$1.45 million had been collected, and it was projected that by the end of the year, that amount could reach \$1.6 million. That tax was collected through the City at 8% -- 5% is kept by the City, but 3% is passed through to Garfield County to use for the running of the Expo Center. It was necessary to appropriate 3% of that overage, so that it could be passed along to the County.

Motion was made by Commissioner Stallings and seconded by Commissioner Mason to approve 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, and the vote was as follows:

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

NAY: None.

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Motion was made by Commissioner Waddell and Commissioner Allen 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) Acceptance of the following described Temporary Construction Easement from Billie Gene Campbell, for 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, for bridge deck replacement, Project R-1911C, Leona Mitchell Boulevard Bridge Reconstruction, in the amount of \$500.00; and authorize payment;

(Copy Description)

- (2) Approval for the Mayor to execute all contract documents for Project No. R-1901C, Meadowlake Golf Course Maintenance Building, previously awarded to Scissor Tail Construction, Broken Arrow, Oklahoma, at the meeting of June 4, 2019, in the amount of \$126,041.00;
- (3) Approval of Change Order No. 4 with Luckinbill, Inc., for Project No. S-1704, 2017 Sanitary Sewer Point Repairs, to repair an eight-inch sewer line beneath an alley near the intersection of US-81 and US-412, in the amount of \$191,521.11;
- (4) Approval of Change Order No. 4 with Cimarron Construction, for Project No. W-1801C, Broadway Avenue Water Line Relocation, to relocate a waterline on Kennedy Street, in the amount of \$235,709.00, and add 180 days to the contract;
- (5) Approval of Change Order No. 1 with Henson Construction, for Project No. P-1703C, Boat Dock at Meadowlake Park, to remove and replace the boat dock ramp landing pad so that the boat dock ramp is ADA compliant, in the amount of \$3,635.00;
- (6) Acceptance of the following described Permanent Utility Easement and Temporary Waterline Easement from the Curby-Blake Family Revocable Living Trust, for a part of the W/2 of the NW/4 of Section 10, 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-047, in the amount of \$10,625.00; and authorize payment;

(Copy Description)

- (7) Acceptance of the following described Permanent Utility Easement and Temporary Waterline Easement from Hedrick Myers, LLC, for a part of the NE/4 of Section 10, 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-045, in the amount of \$20,425.00; and authorize payment;

(Copy Description)

- (8) Acceptance of the following described Permanent Utility Easement and Temporary Waterline Easement from Maxie Delbert Odenwald, for a part of the NE/4 of Section 18, 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-028, in the amount of \$14,950.00; and authorize payment;

(Copy Description)

- (9) Acceptance of the following described Permanent Utility Easement and Temporary Waterline Easement from Donal Floyd Heimbach, for a part of the SW/4 of Section 9, 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-026, in the amount of \$20,825.00; and authorize payment;

(Copy Description)

- (10) Acceptance of the following described Permanent Utility Easement and Temporary Waterline Easement from H.B. Evans, for a part of the NE/4 of Section 31, 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-011, in the amount of \$21,525.00; and authorize payment;

(Copy Description)

- (11) Acceptance of the following described Permanent Utility Easement and 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, for a part of the SW/4 of the SW/4 of Section 28, Township 25 North, Range 1 East of the Indian Meridian, Kay County, State of Oklahoma, for development in the Kaw Lake Water Supply Program, Project W-1912R1, Parcel No. K-095, in the amount of \$10,800.00; and authorize payment;

(Copy Description)

- (12) Acceptance of the following described Permanent Utility Easement and Temporary Waterline Easement from Shirley A. Klinger, for a part of the W/2 of the SE/4 of Section 24, Township 25 North, Range 1 East of the Indian Meridian, Kay County, State of Oklahoma, for development in the Kaw Lake Water Supply Program, Project W-1912R1, Parcel No. K-039, in the amount of \$9,825.00; and authorize payment;

(Copy Description)

- (13) Acceptance of the following described Permanent Utility Easement and Temporary Waterline Easement from the Ponca City Utility Authority, for a part of the E/2 of the SE/4 of Section 17, Township 25 North, Range 2 East of the Indian Base and Meridian, Kay County, State of Oklahoma, for development in the Kaw Lake Water Supply Program, Project W-1912R1, Parcel No. K-011, in the amount of \$15,150.00; and authorize payment;

(Copy Description)

- (14) Approval of award of a Professional Services Contract to RSM US LLP, Oklahoma City, Oklahoma, to complete financial statement preparation, the Independent Auditor's Report of the financial statements of the City of Enid and its related Authorities; complete the Single-Audit Compliance Audit; and the State Auditor and Inspector Form 2643; in the amount of \$88,170.00;

and

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

(List Claims)

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

- TRUSTEES OF THE ENID MUNICIPAL AUTHORITY -

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

ABSENT: Trustee Ezzell.

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Trust Manager Jerald Gilbert spoke regarding a contract between Fredrick and Kathryn Lorenz for water rights purchase and the transfer of a water permit, explaining that Ames Well #6 had previously been included in a dispute over part of the water rights. There were some prior rights established, and the EMA settled with the person who had the claim, which was \$650,000.00 for 187 acres of water rights, at that time. OWRB had established that there was concurrent use of 133 acres that the City could use, along with Mr. Lorenz, who still had those rights.

Mr. Lorenz approached the City about selling those rights. This was a negotiated price with him, for \$120,000.00, to take away any doubt about concurrent use. That allows the prior rights and what had been shared or concurrent use to be 320 acres of water rights for the City. It was a very good producing well, and the City pulled a lot of water from it, and Mr. Gilbert felt that this was a good investment.

Mr. Lorenz had provided a signed agreement and was filing an application with OWRB to transfer what had been his concurrent or shared usage.

Motion was made by Trustee Allen to 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 per year for the Ames #6 groundwater well, and give authority to the Chairman of the EMA to execute contract documents. If approved, a check would be delivered to the local closing agent, Attorney John Wynne, who would close with Mr. Lorenz upon determining that the action to transfer the water to us at OWRB was complete and final.



Motion was seconded by Trustee Norwood and the vote was as follows:

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

NAY: None.

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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)

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

- TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY -

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

ABSENT: Trustee Ezzell.

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Motion was made by Trustee Norwood and seconded by Trustee Allen 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)

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

- TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY –

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

ABSENT: Trustee Ezzell.

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Chief Financial Officer Erin Crawford spoke regarding a professional services contract with RSM US, LLP, to complete a mileage revenue audit for EPTA. She explained that this was a requirement for the grant funding that EPTA has through ODOT, so it was necessary to get someone under contract to get the audit completed, which was due by the end of August.

Motion was made by Trustee Waddell to 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.

Motion was seconded by Trustee Mason, and the vote was as follows:

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

NAY: None.

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

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

NAY: None.

(List Claims)

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

- MAYOR AND BOARD OF COMMISSIONERS -

Mr. Mark Burrow, 352 East Birch Avenue, addressed commissioners regarding water repairs at the corner of Kennedy and Birch. He expressed concern that when cuts were made into the edge of his driveway, there had been some small, hairline cracks, which were made bigger and now there were more cracks. He inquired if, when they redo the road and sidewalk in that area, his driveway could get replaced at the same time.

City Manager Jerald Gilbert encouraged Mr. Burrow to schedule a meeting with him, so that he could come out and take a look at his property and understand his concerns. If there was damage that the City had caused or might have caused, they would make it right.

Additionally, Mr. Burrow expressed concern regarding the cleanup in that area, including rock in the residents' yards, an area in the road that had sunken down, and truck traffic and the effect. He had hoped to have signs posted to prevent the truck traffic, since this was not a truck route.

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Ms. Diane Levesque, 1324 West Oak Avenue, addressed commissioners, expressing concern regarding the theft of flatbed trailers in her neighborhood and other questionable activity. Additionally, she expressed concern with the need for installing lights to illuminate dark areas.

City Manager Gilbert requested that Captain Jacobi meet with Ms. Levesque after the meeting to help walk her through the reporting process, if she wished to report a potential crime.

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Motion was made by Commissioner Waddell to convene into Executive Session to discuss an economic development opportunity within the Lahoma Courts Development.

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

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

NAY: None.

The meeting convened into Executive Session at 6:55 P.M.

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In Executive Session, the Commission discussed an economic development opportunity with the Lahoma Courts Development.

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

AYE: Commissioners Allen, Stallings, Mason and Mayor Pankonin.

NAY: None.

Commissioners Norwood and Waddell were absent from the vote.

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

AYE: Commissioners Allen, Stallings, Mason and Mayor Pankonin.

NAY: None.

Commissioners Norwood and Waddell were absent from the vote.

The meeting adjourned the meeting at 7:25 P.M.

MINUTES OF SPECIAL MEETING OF THE  
MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA,  
HELD ON THE 21ST DAY OF JUNE 2019

The Mayor and Board of Commissioners of the City of Enid, County of Garfield, State of Oklahoma met in special session at 12:00 P.M. on the 21st 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 12:00 P.M. on the 20th 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 Allen, Ezzell, Waddell, Mason and Mayor Pankonin.

ABSENT: Commissioner Norwood and Stallings.

Staff present were City Manager Jerald Gilbert, City Attorney Carol Lahman, City Clerk Alissa Lack, Chief Financial Officer Erin Crawford, Public Utilities Director Lou Mintz, and Planning Administrator Chris Bauer.

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City Manager Jerald Gilbert spoke regarding the second amended and restated Purchase and Sale Agreement between the City of Enid and Anchored Capital 3 Investments, LLC, explaining that this was a revised and final agreement that involved changes related to asbestos found in many of the houses located on the Lahoma Courts property. Anchored Capital 3 had gotten three quotes for how much it would cost to remediate the asbestos, and the lowest quote received was in the amount of \$195,000.00. With this agreement and to accommodate that for them, this would reduce the cash portion that Anchored Capital 3 would pay to the City, by \$195,000.00. This also increased the infrastructure requirements by

\$195,000.00 that would be part of the demolition of the houses. The original agreement stated that if there were any kind of hazards found, such as radon, asbestos, or other hazardous material, Anchored Capital would do their due diligence and report the issue back to the City, which they had done.

Additionally, the billboard issue would be resolved by an agreement with Fairway, in which all of their claims to the billboard would be resolved and in exchange, the City would end the lease with \$135,000.00, and then as part of the agreement with Anchored Capital 3, they would reimburse the City for the \$135,000.00.

Motion was made by Commissioner Ezzell and seconded by Commissioner Waddell to approve the second amended and restated purchase and sale agreement between the City of Enid and Anchored Capital 3 Investments, LLC, and authorize the Mayor to execute the agreement and all paperwork related to the sale, and the vote was as follows:

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

NAY: None.

A second motion was made by Commissioner Allen to sell the City's property in Lahoma Court to Anchored Capital 3 Investments, LLC, with a closing of the sale on June 25, 2019, and authorize the Mayor to execute all necessary documents and take all necessary action at the closing.

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

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

NAY: None.

It was noted that the City would be present for the closing at 10:00 a.m. on Tuesday, June 25, 2019.

Mr. Gilbert noted that this was a significant milestone in this project, which was five years old, that for the first time, all of the property would be owned by one company for development.

\*\*\*\*\*

Motion was made by Commissioner Waddell and seconded by Commissioner Mason to approve the early termination of the billboard lease with Fairway Advertising, and the vote was as follows:

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

NAY: None.

\*\*\*\*\*

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

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

NAY: None.

The meeting adjourned at 12:04 P.M.

**City Commission Meeting**

6.1.

**Meeting Date:** 07/02/2019

**Submitted By:** Karla Ruther, Assistant City Planner

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**SUBJECT:**

**CONDUCT A HEARING FOR THE REZONING OF PROPERTY DESCRIBED AS LOT 14, BLOCK 64, ORIGINAL TOWNSITE OF ENID, LOCATED AT 824 EAST OWEN K. GARRIOTT ROAD, FROM R-4 RESIDENTIAL DUPLEX OR TWO-FAMILY DWELLING DISTRICT TO C-3 GENERAL COMMERCIAL DISTRICT.**

**BACKGROUND:**

The property being considered is located at 824 East Owen K. Garriott Road and is currently zoned R-4. The applicant is requesting to rezone the property to C-3 General Commercial. The property will be utilized for a retail pharmacy.

The Envision Enid Comprehensive Plan classifies the area being rezoned as an Arterial Corridor and Redeveloping Neighborhood.

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

The Metropolitan Area Planning Commission unanimously recommended approval at its meeting of June 17, 2019.

**RECOMMENDATION:**

Conduct the hearing.

**PRESENTER:**

Chris Bauer, Planning Administrator

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**Fiscal Impact**

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

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**Attachments**

Complan Zoning Utilities

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S 8th St

S 9th St

C-3

824 E  
Garriott  
rezoning  
To C-3

C-3

R-4

C-3

412

E Owen K Garriott Rd

E Owen K Garriott Rd







S 8th St

1J072  
9.87

110

8

S 9th St

1J073  
10.33

S 8th St

824 E  
Garriott  
rezoning  
To C-3

S 9th St

2

V11W-028

F1137  
934 GPM

V11W-033

14

WWP 161-2

V11W-034

12

F1140  
904 GPM

16

16

16

412

E Owen K Garriott Rd

E Owen K

V17

2

161-5

**City Commission Meeting**

**6.2.**

**Meeting Date:** 07/02/2019

**Submitted By:** Karla Ruther, Assistant City Planner

---

**SUBJECT:**

**CONSIDER AN ORDINANCE REZONING PROPERTY DESCRIBED AS LOT 14, BLOCK 64, ORIGINAL TOWNSITE OF ENID, LOCATED AT 824 EAST OWEN K. GARRIOTT ROAD, FROM R-4 RESIDENTIAL DUPLEX OR TWO-FAMILY DWELLING DISTRICT TO C-3 GENERAL COMMERCIAL DISTRICT.**

**BACKGROUND:**

This is a companion item to Item 6.1.

**RECOMMENDATION:**

Consider the ordinance.

**PRESENTER:**

Chris Bauer, Planning Administrator

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**Attachments**

824 E Garriott ordinance

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**ORDINANCE NO. 2019- \_\_\_\_\_**

**AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2014 TITLE 11, ENTITLED "ZONING", CHAPTER 2, ENTITLED "ADMINISTRATION AND ENFORCEMENT", SECTION 11-2-1, ENTITLED "CHANGES AND AMENDMENTS", TO CHANGE LOT 14, BLOCK 64, ENID ORIGINAL TOWNSITE TO REZONE CERTAIN PROPERTY AS GENERAL COMMERCIAL DISTRICT AND DESCRIBING THE SAME, TO AMEND THE ZONING MAP ACCORDINGLY; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.**

**ORDINANCE**

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

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

- A. Lot 14, Block 64, Enid Original Townsite is changed to C-3 General Commercial District and the boundaries of the zones on the "Zoning Map, Enid, Oklahoma" are hereby changed accordingly.

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

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

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

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

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this 2nd day of July 2019.

CITY OF ENID, OKLAHOMA

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George Pankonin, Mayor

(SEAL)

ATTEST:

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Alissa Lack, City Clerk

Approved as to Form and Legality:

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Carol Lahman, City Attorney

**City Commission Meeting**

7.1.

**Meeting Date:** 07/02/2019

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

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**SUBJECT:**

**CONSIDER AND TAKE ACTION WITH RESPECT TO A RESOLUTION OF THE CITY OF ENID, OKLAHOMA (THE "CITY") APPROVING ACTION TAKEN BY THE ENID MUNICIPAL AUTHORITY (THE "AUTHORITY") AUTHORIZING ISSUANCE, SALE AND DELIVERY OF THE AUTHORITY'S TAXABLE SERIES 2019B CLEAN WATER SRF PROMISSORY NOTE TO OKLAHOMA WATER RESOURCES BOARD; RATIFYING AND CONFIRMING A LEASE AGREEMENT; RATIFYING AND CONFIRMING SALES TAX AGREEMENT PERTAINING TO A YEAR-TO-YEAR PLEDGE OF CERTAIN SALES TAX REVENUE; DECLARING AN EMERGENCY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.**

**BACKGROUND:**

This resolution is a companion item to Item 11.2. The resolution approves and ratifies the Enid Municipal Authority's issuance of Series 2019B Clean Water SRF Promissory Note to the Oklahoma Water Resources Board, in support of OWRB loaning a portion of the funds required for the refinancing of the City's wastewater system. This resolution includes an emergency clause, due to the timing of the loan transactions. The emergency must receive five affirmative votes for it to be effective.

**RECOMMENDATION:**

Approve Resolution and Emergency Clause.

**PRESENTER:**

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**Attachments**

Resolution

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PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE MAYOR AND BOARD OF CITY COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA (THE "CITY") MET IN REGULAR SESSION IN SAID CITY ON THE 2<sup>ND</sup> DAY OF JULY, 2019, AT 6:30 P.M.

PRESENT:

ABSENT:

(OTHER PROCEEDINGS)

Thereupon, the following resolution was introduced and caused to be read by the City Clerk. Commissioner \_\_\_\_\_ moved passage of the Resolution and Commissioner \_\_\_\_\_ seconded the motion. The motion carrying with it the approval of said Resolution was approved by the following vote:

AYE:

NAY:

Thereupon, Commissioner \_\_\_\_\_ moved that an emergency be declared and that the Resolution become effective immediately. Commissioner \_\_\_\_\_ seconded the motion. The motion was adopted by the following vote:

AYE:

NAY:

The Resolution so approved is as follows:

**RESOLUTION**

A RESOLUTION OF THE CITY OF ENID, OKLAHOMA (THE "CITY") APPROVING ACTION TAKEN BY THE ENID MUNICIPAL AUTHORITY (THE "AUTHORITY") AUTHORIZING ISSUANCE, SALE AND DELIVERY OF THE AUTHORITY'S TAXABLE SERIES 2019B CLEAN WATER SRF PROMISSORY NOTE TO OKLAHOMA WATER RESOURCES BOARD; RATIFYING AND CONFIRMING A LEASE AGREEMENT; RATIFYING AND CONFIRMING SALES TAX AGREEMENT PERTAINING TO A YEAR-TO-YEAR PLEDGE OF CERTAIN SALES TAX REVENUE; DECLARING AN EMERGENCY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.



WHEREAS, the Enid Municipal Authority (the “Authority”) did, by its Resolution adopted on July 2, 2019, authorize the issuance, sale and delivery of its Taxable Series 2019B Clean Water SRF Promissory Note to Oklahoma Water Resources Board, in order to refinance the costs of certain improvements to the Authority’s wastewater system (the “Project”); and

WHEREAS, the City hereby determines that the actions taken by the Authority should be authorized and approved; and

WHEREAS, the City hereby determines that such other action necessary or attendant to accomplishment of the referenced financing should be considered by the Mayor and City Commissioners of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA:

Section 1. Issuance of Note. That the issuance, sale and delivery of the Authority’s Taxable Series 2019B Clean Water SRF Promissory Note to Oklahoma Water Resources Board in the principal amount of not to exceed \$11,000,000.00 (the “2019B Note”), all as approved by said Authority on July 2, 2019, be and hereby is authorized, approved and ratified.

Section 2. Approval. That all actions heretofore taken by the Authority in connection with the issuance, sale and delivery of the 2019B Note, and all other aspects of the transaction be and are hereby authorized, approved and ratified.

Section 3. Lease Agreement and Operation and Maintenance Contract. The Lease Agreement and Operation and Maintenance Contract dated as of September 1, 1976, as amended by an Amendment to Lease Agreement and Operation and Maintenance Contract dated as of April 1, 1978, and as further amended by the 1992 Amendment to Lease Agreement and Operation and Maintenance Contract dated as of July 1, 1992, all by and between the City and the Authority, (collectively, the “Lease Agreement”), whereby the City leased its water, sanitary sewer, and solid waste collection disposal systems to the Authority and whereby the City agrees to operate and maintain said systems, is hereby ratified and confirmed and the term of said Lease Agreement shall extend until the 2019B Note is paid.

Section 4. Sales Tax Agreement. The Sales Tax Agreement dated as of December 1, 2016, by and between the City and the Authority (the “Sales Tax Agreement”), which Sales Tax Agreement pertains to a year-to-year pledge of certain Sales Tax revenue as security for the 2019B Note, is hereby ratified and confirmed.

Section 5. Necessary Action. That the Mayor or the Mayor Pro-Tem and the City Clerk or the Assistant City Clerk be and hereby are authorized and empowered to execute and deliver for and on behalf of the City any and all other documents or instruments reasonably necessary to accomplish the issuance, sale and delivery of the 2019B Note and all other aspects of the transaction.

Section 6. Emergency. It is immediately necessary for the preservation of the public health, peace and safety of the City and the inhabitants thereof that the 2019B Note be issued and that the provisions of this Resolution become operative immediately and therefore, an emergency is hereby declared to exist and this Resolution shall be in full force and effect immediately from and after its passage and approval.

[Remainder of Page Intentionally Left Blank]

APPROVED AND ADOPTED THIS 2<sup>ND</sup> DAY OF JULY, 2019.

THE CITY OF ENID, OKLAHOMA

---

Mayor Pro-Tem

ATTEST:

---

City Clerk

(SEAL)

STATE OF OKLAHOMA    )  
  )SS  
COUNTY OF GARFIELD    )

I, the undersigned, City Clerk of The City of Enid, Oklahoma, do hereby certify that the above and foregoing is a true, full and correct copy of an excerpt from the minutes of a meeting of the Mayor and City Commissioners of said City held on the date above stated, all as recorded in the official minutes of such meeting. I further certify that the "Open Meeting Law" was complied with for such meeting.

GIVEN UNDER MY HAND THIS 2<sup>ND</sup> DAY OF JULY, 2019.

(SEAL)

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

**City Commission Meeting**

7.2.

**Meeting Date:** 07/02/2019

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

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**SUBJECT:**

**AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 6, ENTITLED “MOTOR VEHICLES AND TRAFFIC” CHAPTER 1, ENTITLED “GENERAL TRAFFIC PROVISIONS” SECTION 6-1-13 ENTITLED “LICENSE TAG REQUIRED ON VEHICLE”; TO ADD FIVE-DAY EXCEPTION FOR PURCHASE OF USED CAR; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.**

**BACKGROUND:**

As of July 1, 2019, the State of Oklahoma no longer allows vehicle tags to be transferred to the new owner upon purchase. This change is accommodated pursuant to 47 O.S. §1112.2 by providing a five-day grace period in which the new owner can drive without a license plate, if the owner carries the notarized, dated bill of sale in the vehicle. The proposed ordinance adds the five- day exception to our Code.

**RECOMMENDATION:**

Approve ordinance.

**PRESENTER:**

Carol Lahman, City Attorney.

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**Attachments**

Tag ordinance

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ORDINANCE NO. 2019-\_\_

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 6, ENTITLED "MOTOR VEHICLES AND TRAFFIC" CHAPTER 1, ENTITLED "GENERAL TRAFFIC PROVISIONS" SECTION 6-1-13 ENTITLED "LICENSE TAG REQUIRED ON VEHICLE"; TO ADD FIVE DAY EXCEPTION FOR PURCHASE OF USED CAR; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

ORDINANCE

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

Section I: That Title 6, Chapter 1, Section 6-1-13 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

6-1-13: LICENSE TAG REQUIRED ON VEHICLE:

A. No person shall drive or move on any road, street or highway of the city any motor vehicle, including motorcycles, trailers, semitrailers or pole trailers, unless the vehicle bears a valid current license plate (tag) adequately affixed, displayed and visible as required by the laws of the state of issue; however, nothing herein shall prohibit the moving of any disabled vehicle by a properly licensed vehicle.

B. Any vehicle driven on any road, street or highway of the city that is not bearing or displaying a proper license plate required by Oklahoma law, after ninety (90) days from the expiration date of the annual registration of a vehicle, may be seized and taken into custody by a duly authorized peace officer. The vehicle shall not be released to the owner until it is duly registered and the license, registration, and/or title fee and penalties due are paid in full, and the owner can provide proof that the vehicle is insured or an affidavit that the vehicle will not be operated on public highways or public streets. The owner must also pay the costs of the seizure, including the reasonable cost of taking the vehicle into custody and storing the vehicle, before the vehicle will be released.

C. In the event the owner of any vehicle seized fails to pay such fees and penalties due, together with the cost of seizure and storage, and fails to provide proof of security or an affidavit that the vehicle will not be operated on public highways or public streets, the state of Oklahoma, or an agent thereof, may commence proceedings to sell the vehicle.

D. Exception: If a person purchases a vehicle from which the license plate has been removed, pursuant to 47 O.S. §1112.2, the person may operate the vehicle for five days from the date of purchase without a license plate, if a dated notarized bill of sale is carried in the vehicle.

~~D.~~ E. Violation (less than 90 days): A violation of this section shall have a maximum penalty of one hundred dollars (\$100.00) plus costs.

~~E.~~ F. Violation (excess of 90 days): A violation of this section shall have a maximum penalty of two hundred dollars (\$200.00) plus costs. (Ord. 2014-16, 5-6-2014)

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

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

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

Section V: Codification. This ordinance shall be codified as Title 6, Chapter 1, Section 6-1-13 of the Enid Municipal Code, 2014.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this \_\_ day of July, 2019.

CITY OF ENID, OKLAHOMA

\_\_\_\_\_  
Derwin Norwood , Mayor Pro Tem

(SEAL)

ATTEST:

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

Approved as to Form and Legality:

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Carol Lahman, City Attorney



**City Commission Meeting**

**8.1.**

**Meeting Date:** 07/02/2019

**Submitted By:** Cary Huffhines, Executive Assistant

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**SUBJECT:**

**AWARD A PROFESSIONAL SERVICES CONTRACT TO CEC CORPORATION, OKLAHOMA CITY, OKLAHOMA, FOR ENGINEERING SERVICES FOR ENID WOODRING REGIONAL AIRPORT, AND AUTHORIZE THE MAYOR TO EXECUTE CONTRACT DOCUMENTS.**

**BACKGROUND:**

The FAA requires that an airport consultant engineer be reselected every five years. Current consultant, CEC Corporation, has performed those services to remain qualified for the past five years. In May 2019, a Request for Qualifications was published. CEC was the only respondent. A review of its qualifications confirms that CEC is well qualified to remain the airport consultant engineer. A proposed contract was reviewed by the Airport Director and City Attorney, and found to be acceptable. The contract will be amended for price and work detail for each project and presented to the City Council for approval, as is the current practice.

**RECOMMENDATION:**

Approve contract and authorize Mayor to execute documents.

**PRESENTER:**

Dan Ohnesorge, Airport Director

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**City Commission Meeting**

8.2.

**Meeting Date:** 07/02/2019

**Submitted By:** Cary Huffhines, Executive Assistant

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**SUBJECT:**

**AWARD CONTRACTS TO 4 SEASONS OUTDOOR SERVICES, HRT SERVICE COMPANY, AND JANTZ MOWING FOR MOWING AND CLEANING THE CITY OF ENID'S RIGHTS-OF-WAY FOR FISCAL YEAR 2019-2020.**

**BACKGROUND:**

Bids were opened on June 14, 2019 for mowing and cleaning the City of Enid's approaches to the entrances of Enid. The entrances include:

Unit 1 - South Van Buren at Southgate Road south to the city limits (Wheat Capital Road)

Unit 2 - West Garriott Road - Garland Road west to Imo Road

Unit 3 - East Garriott Road - 30th Street to 78th Street

Unit 4 - North Van Buren - Poplar Avenue to Carrier Road (US 45)

Bids were submitted as follows, based on cost per unit per mowing:

	Few's Land & Tree	4 Seasons Outdoor Services	HRT Service Company	Jantz Mowing
Unit #1	No Bid	\$1,900.00	\$1,800.00	\$1,600.00
Unit #2	\$1,250.00	\$1,600.00	\$850.00	\$1,400.00
Unit #3	No Bid	\$1,800.00	\$3,200.00	\$3,200.00
Unit #4	No Bid	No Bid	\$2,400.00	No Bid

It is the Public Works staff's recommendation to award contracts to the lowest, responsible bidders as follows:

Unit #1: Jantz Mowing - \$1,600.00

Unit #2: HRT Service Company - \$850.00

Unit #3: 4 Seasons Outdoor Services - \$1,800.00

Unit #4: HRT Service Company - \$2,400.00

**RECOMMENDATION:**

Award contracts to 4 Seasons Outdoor Services, HRT Service Company, and Jantz Mowing.

**PRESENTER:**

Everett Glenn, Public Works Director

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**City Commission Meeting**

**8.3.**

**Meeting Date:** 07/02/2019

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

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**SUBJECT:**

**AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS ASSOCIATED WITH THE CONTRACT AWARDED TO EMC SERVICES, LLC, OKLAHOMA CITY, OKLAHOMA, FOR PROJECT NO. F-1812C, PAVED CHANNEL FROM WEST OF MAYBERRY STREET TO HOOVER STREET, IN THE AMOUNT OF \$82,015.00.**

**BACKGROUND:**

The work involves improving and paving a drainage channel from west of Mayberry Street to Hoover Street, which will improve the stormwater drainage and reduce the maintenance costs. The base bid includes improving 35 feet of existing channel, construction of a retaining wall and paved trickle channel, and an access path for future construction and maintenance. Alternate No. 1 includes the lowering of 210 linear feet of sanitary sewer service lines at eight locations.

This project is being awarded to other than the lowest bidder, as provided for in the provisions of Paragraph 3.19 of the City of Enid Finance Procedures Manual. The lowest bidder did not demonstrate sufficient experience with the installation and protection of sanitary sewer lines and therefore could not be qualified for this project.

The second lowest bidder has previously been qualified for this type of construction and has recently constructed paved channels for the City of Enid.

Three bids were received, shown from lowest to highest:

Contractor	Base Bid	Alternate #1
Waterfront Construction	\$65,137.08	\$17,425.00
EMC Services, LLC	\$82,015.00	\$15,350.00
Downey Contracting, LLC	\$157,519.00	\$32,408.00
Engineer's Estimate	\$59,095.80	\$22,174.30

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

**RECOMMENDATION:**

Authorize the Mayor to execute all contract documents.

**PRESENTER:**

Murali Katta, P.E., Project Engineer

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**Attachments**

Canvass of Bids  
Contract

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FROM: Jacque Cook  
DATE: May 16, 2019

PAGE 1 OF 1

CANVASS OF BIDS  
for  
**Channel Improvements from Mayberry St. to Hoover St.**  
**Project Number F-1812C**

<u>FIRM NAME AND ADDRESS</u>	<u>PRODUCT/SERVICE BID</u>	<u>PRICE</u>
<b>Waterfront Construction</b>	<b>Base Bid</b>	<b>\$ 65,137.08</b>
<b>6713 S Barnes Ave</b>	<b>Alternate 1</b>	<b>\$ 17,425.00</b>
<b>Oklahoma City, OK 73159</b>		

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

DEVIATIONS: **Met the Specifications.**

<b>EMC Services, LLC.</b>	<b>Base Bid</b>	<b>\$ 82,015.00</b>
<b>1400 SW 56<sup>th</sup> St.</b>	<b>Alternate 1</b>	<b>\$ 15,350.00</b>
<b>Oklahoma City, OK 73119</b>		

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

DEVIATIONS: **Met the Specifications.**

<b>Downey Contracting, LLC</b>	<b>Base Bid</b>	<b>\$ 157,519.00</b>
<b>3217 N.E. 63<sup>rd</sup> St.</b>	<b>Alternate 1</b>	<b>\$ 32,408.00</b>
<b>Oklahoma City, OK 73121</b>		

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 EMC Services, LLC., for Base Bid, in the amount of \$ 82,015.00, because the lowest bid does not meet major specifications.

## CONSTRUCTION CONTRACT

This Contract is made and entered into this 4<sup>th</sup> day of JUNE, 2019, by and between the City of Enid, an Oklahoma Municipal Corporation, hereinafter called "City," and EMC SERVICES, 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:

### **PAVED CHANNEL FROM WEST OF MAYBERRY ST. TO HOOVER ST. F-1812C**

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:

**Eighty-Two Thousand Fifteen Dollars and 00/100 (\$82,015.00).**

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:

EMC Services, LLC.  
1400 SW 56<sup>th</sup> St.  
Oklahoma City, OK 73119

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: \_\_\_\_\_

EMC Services LLC.

Contractor

a(n) \_\_\_\_\_

\_\_\_\_\_  
Signature *Saul Elizondo*

Saul Elizondo  
Printed Name

President  
Title

ATTEST:

\_\_\_\_\_  
Secretary and/or Witness

State of Oklahoma )  
County of Oklahoma ) ss.

Saul Elizondo, 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 *Saul Elizondo*  
Saul Elizondo/President  
Printed Name/Title

Subscribed and sworn to before me this 12th day of June, 2019.

(SEAL)

Saira M  
Notary Public

My Commission Expires: 04/21/21

My Commission Number: 17003874





**City Commission Meeting**

**8.4.**

**Meeting Date:** 07/02/2019

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

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**SUBJECT:**

**AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS ASSOCIATED WITH THE CONTRACT AWARDED TO WATERFRONT CONSTRUCTION, LLC, OKLAHOMA CITY, OKLAHOMA, FOR PROJECT NO. M-1902C, THE 2019 ADA COMPLIANCE PROGRAM AT GARFIELD ELEMENTARY SCHOOL, IN THE AMOUNT OF \$153,300.50.**

**BACKGROUND:**

The work in this project consists of upgrading the existing and adding new sidewalks to meet the ADA accessibility requirements within a one block radius around Garfield Elementary School. The base bid includes the construction of the sidewalks and associated items such as curbs, corner nodes, and driveway integration/transitions. Alternate No. 1 is for the placement of sod, where needed.

Three bids were received, shown from lowest to highest:

Contractor	Base Bid	Alternate #1
Waterfront Construction	\$147,730.50	\$5,570.00
EMC Services, LLC	\$204,293.00	\$6,127.00
Redhawk Construction, Inc.	\$450,218.53	\$7,408.10
Engineer's Estimate	\$207,725.00	\$13,368.00

On June 4, 2019, Commissioners awarded a contract for the base bid and Alternate No. 1 to Waterfront 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

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**Attachments**

Canvass of Bids  
Contract

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FROM: Jacque Cook  
DATE: May 16, 2019

PAGE 1 OF 1

CANVASS OF BIDS  
for  
**ADA Compliance Program at Garfield Elementary School**  
**Project Number M-1902C**

<u>FIRM NAME AND ADDRESS</u>	<u>PRODUCT/SERVICE BID</u>	<u>PRICE</u>
<b>Waterfront Construction</b>	<b>Base Bid</b>	<b>\$ 147,730.50</b>
<b>6713 S Barnes Ave</b>	<b>Alternate 1</b>	<b>\$ 5,570.00</b>
<b>Oklahoma City, OK 73159</b>		

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

DEVIATIONS: **Met the Specifications.**

<b>EMC Services, LLC.</b>	<b>Base Bid</b>	<b>\$ 204,293.00</b>
<b>1400 SW 56<sup>th</sup> St.</b>	<b>Alternate 1</b>	<b>\$ 6,127.00</b>
<b>Oklahoma City, OK 73119</b>		

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

DEVIATIONS: **Met the Specifications.**

<b>Redhawk Construction, Inc.</b>	<b>Base Bid</b>	<b>\$ 450,218.53</b>
<b>P.O. Box 95041</b>	<b>Alternate 1</b>	<b>\$ 7,408.10</b>
<b>Oklahoma City, OK 73143</b>		

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 Waterfront Construction, for Base Bid and Alternate 1, in the amount of \$ 153,300.50.

## CONSTRUCTION CONTRACT

This Contract is made and entered into this 4<sup>th</sup> day of JUNE, 2019, by and between the City of Enid, an Oklahoma Municipal Corporation, hereinafter called "City," and WATERFRONT 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:

### **2019 ADA COMPLIANCE PROGRAM – GARFIELD ELEMENTARY SCHOOL M-1902C**

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 Fifty-Three Thousand Three Hundred Dollars and 50/100 (\$153,300.50).**

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: Alternate #1

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:

Waterfront Construction, LLC.  
6713 S Barnes Ave.  
Oklahoma City, OK 73159

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: \_\_\_\_\_

Waterfront Construction LLC  
Contractor

a(n) \_\_\_\_\_

*[Handwritten Signature]*

Signature

Aaron Garcia  
Printed Name

Owner  
Title

ATTEST:

\_\_\_\_\_  
Secretary and/or Witness

State of Oklahoma )  
County of Oklahoma ) ss.

Aaron Garcia, 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.

*[Handwritten Signature]*

Signature

Aaron Garcia / Owner  
Printed Name/Title

Subscribed and sworn to before me this 15<sup>th</sup> day of June, 2019.

*[Handwritten Signature]*  
Notary Public



My Commission Expires: 7/24/22

My Commission Number: 18007307

**City Commission Meeting**

**8.5.**

**Meeting Date:** 07/02/2019

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

---

**SUBJECT:**

**AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS ASSOCIATED WITH THE CONTRACT AWARDED TO LUCKINBILL, INC., ENID, OKLAHOMA, FOR PROJECT NO. W-1810C, 20-INCH PRESSURE RELIEF SYSTEM, IN THE AMOUNT OF \$83,975.00.**

**BACKGROUND:**

The work in this project consists of the installation of a pressure relief system in the 20-inch water line that serves major industrial customers in the east part of Enid. The pressure relief system provides protection from damages caused by the high pressure of water hammering on the lines within the city water distribution system.

Three bids were received, shown from lowest to highest:

Contractor	Base Bid
Luckinbill, Inc.	\$83,975.00
Krapff-Reynolds Construction Co.	\$90,200.00
Goins Enterprises, Inc.	\$95,500.00
Engineer's Estimate	\$71,200.00

At the June 4, 2019 Commission Meeting, the contract was awarded to Luckinbill, Inc. for the base bid. This item is to authorize execution of the contract.

**RECOMMENDATION:**

Authorize the Mayor to execute the contract with Luckinbill, Inc. in the amount of \$83,975.00

**PRESENTER:**

Murali Katta, P.E., City Engineer

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**Attachments**

Canvass of Bids  
Contract

---

FROM: Murali Katta  
DATE: June 4, 2019

PAGE 1 OF 1

CANVASS OF BIDS  
for  
**20-Inch Pressure Relief System**  
**Project Number W-1810C**

<u>FIRM NAME AND ADDRESS</u>	<u>PRODUCT/SERVICE BID</u>	<u>PRICE</u>
------------------------------	----------------------------	--------------

<b>Luckinbill, Inc.</b> P.O. Box 186 Enid, OK 73702	<b>Base Bid</b>	<b>\$ 83,975.00</b>
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Bid meets or exceeds all major specifications:  YES  NO  
Bid meets or exceeds all minor specifications:  YES  NO

DEVIATIONS: **Met the Specifications.**

<b>Krapff-Reynolds Construction Co.</b> 2400 NE 4 <sup>th</sup> Street Oklahoma City, OK 73117	<b>Base Bid</b>	<b>\$ 90,200.00</b>
--	-----------------	---------------------

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

DEVIATIONS: **Met the Specifications.**

<b>Goins Enterprises</b> 3255 N. County Lane 252 Joplin, MO 64801	<b>Base Bid</b>	<b>\$ 95,500.00</b>
---	-----------------	---------------------

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

DEVIATIONS: **Met the Specifications.**

RECOMMENDATION: **Award contract to Luckinbill, Inc., for the, in the amount of \$83,975.00.**



## CONSTRUCTION CONTRACT

This Contract is made and entered into this 4<sup>th</sup> day of JUNE, 2019, by and between the City of Enid, an Oklahoma Municipal Corporation, hereinafter called "City," and LUCKINBILL, INC., 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:

### **20-INCH PRESSURE RELIEF SYSTEM W-1810C**

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:

**Eighty-Three Thousand Nine Hundred Seventy-Five Dollars and 00/100 (\$83,975.00).**

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:

Luckinbill, Inc.  
P.O. Box 186  
Enid, OK 73702

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: \_\_\_\_\_

Luckinbill, Inc.  
Contractor

a(n) corporation

J.C. Vincent  
Signature

J.C. Vincent  
Printed Name

Vice-President  
Title

ATTEST:

[Signature]  
Secretary and/or Witness

State of Oklahoma )  
County of Garfield ) ss.

J.C. Vincent 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]  
Signature

J.C. Vincent / VP  
Printed Name/Title

Subscribed and sworn to before me this 14th day of June, 2019.



Cynthia A. Cooley  
Notary Public

My Commission Expires: 7-7-20

My Commission Number: 08006628

**City Commission Meeting**

**8.6.**

**Meeting Date:** 07/02/2019

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

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**SUBJECT:**

**APPROVE CHANGE ORDER NO. 1 WITH C4L, LLC, FOR PROJECT NO. P-1904C, DON HASKIN'S PARK IMPROVEMENT, IN THE AMOUNT OF \$938.00, AND AUTHORIZE THE MAYOR TO EXECUTE RELATED DOCUMENTS.**

**BACKGROUND:**

The work in this project consists of the removal and reconstruction of sidewalks and other accessibility improvements at Don Haskin's Park. The work will include the construction of sidewalks, curbs, two stop bars and one crosswalk on the north side of South 5th Street, and upgrading one of the existing parking spaces to ADA parking. This change order is required in order to adjust the contract amount to reflect the quantities delivered in place.

This Change Order consists of 14 tons of aggregate base and 14 square feet of truncated domes.

If approved, Change Order No. 1 will add \$938.00 to the original contract amount of \$47,787.50, bringing the revised contract amount to \$48,725.50.

**RECOMMENDATION:**

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

**PRESENTER:**

Murali Katta, P.E., City Engineer

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**Fiscal Impact**

**Budgeted Y/N:** Y  
**Amount:** \$938.00  
**Funding Source:**  
40-405-9252

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**Attachments**

CO#1

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**City of Enid  
Change Order**

Project Title: Don Haskins Park Improvement  
 Project Number: P-1904C  
 Change Order No.: One (1)  
 Contractor: C4L  
 Date: June 18, 2018


Description of changed work including location, quantity, and type of change.  
 Addition of aggregated base & truncated domes to match the as-built quantities.

No.	Quan.	Unit	Item	Unit Price	Total Price
<b>ADD</b>					
2	14	TON	Aggregate Base	\$ 45.00	\$ 630.00
12	14	SF	Truncated Domes	\$ 22.00	\$ 308.00
<b>Total</b>					<b>\$ 938.00</b>

Original Contract: \$ 47,787.50  
 Revised Contract Amount by any prior change orders: \$ -  
 Change Order - add: \$ 938.00  
 Revised Contract: \$ 48,725.50

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

Date: 6/7/19

  
 \_\_\_\_\_  
 Contractor

By: Kirk Smith

Date: 6/5/19

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

**City Commission Meeting**

8.7.

**Meeting Date:** 07/02/2019

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

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**SUBJECT:**

**APPROVE CHANGE ORDER NO. 1 WITH SCISSOR TAIL CONSTRUCTION, LLC, FOR PROJECT NO. M-1910C, MEADOWLAKE GOLF MAINTENANCE BUILDING, IN THE AMOUNT OF \$140,064.00 AND ADD 30 DAYS TO THE CONTRACT TIME, AND AUTHORIZE THE MAYOR TO EXECUTE RELATED DOCUMENTS.**

**BACKGROUND:**

The base bid of the referenced project consists of the site work, excavation, foundation work, concrete work, and underfloor plumbing/electric rough work that is needed for construction of the new maintenance building.

This change order adds the construction and placement of the pre-engineered building, construction of doors, finishing hardware, windows, and completion of the building shell. The project was bid with alternates to accommodate the budget. This item is Alternate 1 of the bidding process.

The original contract amount was \$126,041.00. With the approval of Change Order No. 1, the revised contract amount becomes \$266,105.00.

The original contract time was 45 days. With the approval of Change Order No. 1, the revised contract time becomes 75 days.

**RECOMMENDATION:**

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

**PRESENTER:**

Murali Katta, P.E., City Engineer

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**Attachments**

CO#1

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# City of Enid

## Change Order

Project Title: Meadowlake Golf Course Maintenance Building  
 Project Number: M-1910C  
 Change Order No.: One (1)  
 Contractor: Scissor Tail Construction, LLC.  
 Date: July 2, 2019

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

Adding alternate #1 to the contract. This includes the construction of the pre-engineered building, doors and finish hardware, windows, and completion of the building shell.

No.	Quan.	Unit	Item	Unit Price	Total Price
<b>DEDUCT</b>					
			<b>Subtotal</b>		\$0.00
<b>ADD</b>					
A1	1.00	LSUM	CONSTRUCTION OF THE PRE-ENGINEERED BUILDING AND ERECTION, OVERHEAD SECTIONAL DOORS, EXTERIOR ENTRY DOORS AND RELATED FINISH HARDWARE, WINDOWS, AND COMPLETION OF THE BUILDING SHELL.	\$140,064.00	\$140,064.00
			<b>Subtotal</b>		\$140,064.00
<b>Total</b>					<b>\$140,064.00</b>

Original Contract: \$126,041.00  
 Change Order - add or (deduct): \$140,064.00  
 Revised Contract: \$266,105.00

Original Contract Time: 45  
 Change Order: 30  
 Revised Contract Time: 75

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

Date: 6/19/19

\_\_\_\_\_  
Mayor

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

  
 \_\_\_\_\_  
 Contractor

By:   
 \_\_\_\_\_  
 Date: 6-20-19



**City Commission Meeting**

**8.8.**

**Meeting Date:** 07/02/2019

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

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**SUBJECT:**

**APPROVE CHANGE ORDER NO. 2 WITH CUMMINS CONSTRUCTION COMPANY, INC., FOR PROJECT NO. R-1902C, 2019 ARTERIAL STREET RESURFACING PROGRAM, IN THE AMOUNT OF \$236,312.00 AND ADD 75 DAYS TO THE CONTRACT TIME, AND AUTHORIZE THE MAYOR TO EXECUTE RELATED DOCUMENTS.**

**BACKGROUND:**

The work in this project consists of milling and overlaying West Broadway Avenue from North Washington Street to North Monroe Street. This project was awarded to Cummins Construction Company, Inc. in a separate item. Change Order No. 1 extended the work 500 feet west of North Monroe Street, based on unit prices in the bid. Change Order No. 2 adds the remaining 500 feet of West Broadway Avenue, from the area indicated in Change Order No. 1 to North Van Buren Street.

The original contract amount was \$546,994.00. Change Order No. 1 increased the total contract amount to \$691,367.00. With the approval of Change Order No. 2, the revised contract amount becomes \$927,679.00.

The original contract time was 150 days. Change Order No. 1 increased the time to 225 days. With the approval of Change Order No. 2, the revised contract time becomes 300 days.

**RECOMMENDATION:**

Approve Change Order No. 2 and authorize the Mayor to execute related documents.

**PRESENTER:**

Jason Unruh, P.E., Project Engineer

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**Attachments**

R-1902 CO#2

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**City of Enid**  
**Change Order**


Project Title: 2019 Arterial Street Resurfacing Program  
 Project Number: R-1902C  
 Change Order No.: Two (2)  
 Contractor: Cummins Construction Company, Inc.  
 Date: July 2, 2019

The purpose of this change order is to extend the 2019 Arterial Street Resurfacing Program to include the portion of West Broadway Avenue from North Van Buren Street to the east 500 feet.

No.	Quan.	Unit	Item	Unit Price	Total Price
<b>ADD</b>					
A3	0.50	LSUM	CONSTRUCTION STAKING LEVEL I	\$ 6,500.00	\$ 3,250.00
A4	0.50	LSUM	CONSTRUCTION TRAFFIC CONTROL	\$ 9,500.00	\$ 4,750.00
A5	1.00	LSUM	CLEARING AND GRUBBING	\$ 2,875.00	\$ 2,875.00
A6	100.00	SY	SOLID SLAB SODDING	\$ 11.50	\$ 1,150.00
A7	25.00	CY	UNCLASSIFIED BORROW	\$ 21.00	\$ 525.00
A8	50.00	CY	AGGREGATE BASE TYPE A	\$ 87.00	\$ 4,350.00
A9	565.75	GAL	TACK COAT	\$ 4.00	\$ 2,263.00
A10	91.50	GAL	PRIME COAT	\$ 14.00	\$ 1,281.00
A11	788.50	TON	SUPERPAVE, TYPE S4 (PG 64-22 OK)	\$ 99.50	\$ 78,455.75
A12	4021.50	SY	COLD MILLING PAVEMENT	\$ 6.00	\$ 24,129.00
A13	3656.00	SY	PAVING FABRIC	\$ 4.00	\$ 14,624.00
A14	499.00	SY	PORTLAND CEMENT CONCRETE PAVEMENT	\$ 87.50	\$ 43,662.50
A15	150.00	LF	COMBINED CURB AND GUTTER	\$ 17.25	\$ 2,587.50
A16	1.00	EA	CURB INLETS	\$ 1,500.00	\$ 1,500.00
A17	129.00	SY	4" CONCRETE DRIVEWAY	\$ 70.00	\$ 9,030.00
A18	16.00	SF	TRUNCATED DOMES	\$ 560.00	\$ 8,960.00
A19	72.00	SY	6" CONCRETE DRIVEWAY	\$ 81.00	\$ 5,832.00
A20	2.00	EA	MANHOLES ADJUST TO GRADE	\$ 575.00	\$ 1,150.00
A21	4.00	EA	VALVE STEM REMOVAL	\$ 550.00	\$ 2,200.00
A22	499.00	SY	REMOVAL OF CONCRETE PAVEMENT	\$ 17.25	\$ 8,607.75
A23	72.00	SY	REMOVAL OF CONCRETE DRIVEWAY	\$ 17.25	\$ 1,242.00
A24	150.00	LF	REMOVAL OF CURB AND GUTTER	\$ 10.00	\$ 1,500.00
A25	129.00	SY	REMOVAL OF SIDEWALK	\$ 6.50	\$ 838.50
A26	172.00	LF	SAWING PAVEMENT	\$ 5.75	\$ 989.00
A27	12.00	EA	SHARROW PAVEMENT MARKING	\$ 400.00	\$ 4,800.00
A28	2880.00	LF	TRAFFIC STRIPE(PLASTIC)(THIN LINE)(4" WIDE)	\$ 2.00	\$ 5,760.00
<b>TOTAL ADDED</b>					\$ 236,312.00
<b>DEDUCT</b>					
					\$ -
<b>TOTAL DEDUCT</b>					\$ -
<b>TOTAL</b>					\$ 236,312.00

Original Contract Cost \$ 546,994.00  
 Revised Contract by any prior change orders: \$ 691,367.00  
 Change Order - add or (deduct): \$ 236,312.00  
 Revised Contract: \$ 927,678.00

Original Contract Time (Calendar Days): 150  
 Revised Contract Time by any prior Change Orders: 225  
 Change Order - Additional Days: 75  
 Revised Contract Time (Calendar Days): 300

  
 City Engineer \_\_\_\_\_  
 Date: 6/27/19

Cummins Construction Company, Inc.  
 Contractor \_\_\_\_\_  
 By: Mike Beier  
 Date: 6-27-19

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

**City of Enid  
Change Order**


Project Title: 2019 Arterial Street Resurfacing Program  
 Project Number: R-1902C  
 Change Order No.: Two (2)  
 Contractor: Cummins Construction Company, Inc.  
 Date: July 2, 2019

The purpose of this change order is to extend the 2019 Arterial Street Resurfacing Program to include the portion of West Broadway Avenue from North Van Buren Street to the east 500 feet.

No.	Quan.	Unit	Item	Unit Price	Total Price
<b>ADD</b>					
A3	0.50	LSUM	CONSTRUCTION STAKING LEVEL I	\$ 6,500.00	\$ 3,250.00
A4	0.50	LSUM	CONSTRUCTION TRAFFIC CONTROL	\$ 9,500.00	\$ 4,750.00
A5	1.00	LSUM	CLEARING AND GRUBBING	\$ 2,875.00	\$ 2,875.00
A6	100.00	SY	SOLID SLAB SODDING	\$ 11.50	\$ 1,150.00
A7	25.00	CY	UNCLASSIFIED BORROW	\$ 21.00	\$ 525.00
A8	50.00	CY	AGGREGATE BASE TYPE A	\$ 87.00	\$ 4,350.00
A9	565.75	GAL	TACK COAT	\$ 4.00	\$ 2,263.00
A10	91.50	GAL	PRIME COAT	\$ 14.00	\$ 1,281.00
A11	788.50	TON	SUPERPAVE, TYPE S4 (PG 64-22 OK)	\$ 99.50	\$ 78,455.75
A12	4021.50	SY	COLD MILLING PAVEMENT	\$ 6.00	\$ 24,129.00
A13	3656.00	SY	PAVING FABRIC	\$ 4.00	\$ 14,624.00
A14	499.00	SY	PORTLAND CEMENT CONCRETE PAVEMENT	\$ 87.50	\$ 43,662.50
A15	150.00	LF	COMBINED CURB AND GUTTER	\$ 17.25	\$ 2,587.50
A16	1.00	EA	CURB INLETS	\$ 1,500.00	\$ 1,500.00
A17	129.00	SY	4" CONCRETE DRIVEWAY	\$ 70.00	\$ 9,030.00
A18	16.00	SF	TRUNCATED DOMES	\$ 560.00	\$ 8,960.00
A19	72.00	SY	6" CONCRETE DRIVEWAY	\$ 81.00	\$ 5,832.00
A20	2.00	EA	MANHOLES ADJUST TO GRADE	\$ 575.00	\$ 1,150.00
A21	4.00	EA	VALVE STEM REMOVAL	\$ 550.00	\$ 2,200.00
A22	499.00	SY	REMOVAL OF CONCRETE PAVEMENT	\$ 17.25	\$ 8,607.75
A23	72.00	SY	REMOVAL OF CONCRETE DRIVEWAY	\$ 17.25	\$ 1,242.00
A24	150.00	LF	REMOVAL OF CURB AND GUTTER	\$ 10.00	\$ 1,500.00
A25	129.00	SY	REMOVAL OF SIDEWALK	\$ 6.50	\$ 838.50
A26	172.00	LF	SAWING PAVEMENT	\$ 5.75	\$ 989.00
A27	12.00	EA	SHARROW PAVEMENT MARKING	\$ 400.00	\$ 4,800.00
A28	2880.00	LF	TRAFFIC STRIPE(PLASTIC)(THIN LINE)(4" WIDE)	\$ 2.00	\$ 5,760.00
<b>TOTAL ADDED</b>					\$ 236,312.00
<b>DEDUCT</b>					
<b>TOTAL DEDUCT</b>					\$ -
<b>TOTAL</b>					\$ 236,312.00

Original Contract Cost \$ 546,994.00  
 Revised Contract by any prior change orders: \$ 691,367.00  
 Change Order - add or (deduct): \$ 236,312.00  
 Revised Contract: \$ 927,679.00

Original Contract Time (Calendar Days): 150  
 Revised Contract Time by any prior Change Orders: 225  
 Change Order - Additional Days: 75  
 Revised Contract Time (Calendar Days): 300

  
 City Engineer  
 Date: 6/27/19

Cummins Construction Company, Inc.  
 Contractor  
 By: Milo Beier  
 Date: 6-27-19

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



**City of Enid  
Change Order**


Project Title: 2019 Arterial Street Resurfacing Program  
 Project Number: R-1902C  
 Change Order No.: Two (2)  
 Contractor: Cummins Construction Company, Inc.  
 Date: July 2, 2019

The purpose of this change order is to extend the 2019 Arterial Street Resurfacing Program to include the portion of West Broadway Avenue from North Van Buren Street to the east 500 feet.

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<b>ADD</b>					
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A15	150.00	LF	COMBINED CURB AND GUTTER	\$ 17.25	\$ 2,587.50
A16	1.00	EA	CURB INLETS	\$ 1,500.00	\$ 1,500.00
A17	129.00	SY	4" CONCRETE DRIVEWAY	\$ 70.00	\$ 9,030.00
A18	16.00	SF	TRUNCATED DOMES	\$ 560.00	\$ 8,960.00
A19	72.00	SY	6" CONCRETE DRIVEWAY	\$ 81.00	\$ 5,832.00
A20	2.00	EA	MANHOLES ADJUST TO GRADE	\$ 575.00	\$ 1,150.00
A21	4.00	EA	VALVE STEM REMOVAL	\$ 550.00	\$ 2,200.00
A22	499.00	SY	REMOVAL OF CONCRETE PAVEMENT	\$ 17.25	\$ 8,607.75
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<b>TOTAL ADDED</b>					\$ 236,312.00
<b>DEDUCT</b>					
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<b>TOTAL DEDUCT</b>					\$ -
<b>TOTAL</b>					\$ 236,312.00

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 Revised Contract Time by any prior Change Orders: 225  
 Change Order - Additional Days: 75  
 Revised Contract Time (Calendar Days): 300

  
 City Engineer \_\_\_\_\_  
 Date: 6/27/19

Cummins Construction Company, Inc.  
 Contractor \_\_\_\_\_  
 By: MWG Beier  
 Date: 6-27-19

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

**City Commission Meeting**

**8.9.**

**Meeting Date:** 07/02/2019

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

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**SUBJECT:**

**APPROVE AMENDMENT NO. 2 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH POE AND ASSOCIATES, INC., OKLAHOMA CITY, OKLAHOMA, FOR THE NORTH CLEVELAND AVENUE, BNSF RAILROAD TO WILLOW ROAD, GARFIELD COUNTY, PROJECT NO. R-1803A, IN THE AMOUNT OF \$60,000.00, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS.**

**BACKGROUND:**

On November 21, 2018, Commissioners approved an agreement with Poe and Associates, for professional engineering services to assist in the design and development of plans for the widening of Cleveland Avenue, from and including the existing BNSF railroad crossing, north one-half mile to Willow Road.

This amendment adds additional design services to relocate approximately 2,200 linear feet of an existing 12-inch water line and 800 linear feet of sanitary sewer line along North Cleveland Avenue.

The original agreement was in the not-to-exceed amount of \$419,600.00. Amendment No. 1 reduced the not-to-exceed amount to \$394,800.00. With the approval of Amendment No. 2, the not-to-exceed amount increases by \$60,000.00, for a total not-to-exceed of \$419,660.00.

**RECOMMENDATION:**

Approve Amendment No. 2 and authorize the Mayor to execute all contract documents.

**PRESENTER:**

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

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**Fiscal Impact**

**Budgeted Y/N:** Y  
**Amount:** \$60,000.00  
**Funding Source:**  
40-405-9222

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**Attachments**

Amendment

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**AMENDMENT NO. 2**  
**to**  
**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**  
**Between**  
**CITY OF ENID**  
**and**  
**POE & ASSOCIATES, INC.**

**Project Number: R-1803A**

This amendment NO. 2 dated July 2, 2019, to the Agreement for Professional Engineering Services dated November 21, 2017 is between the City of Enid, Oklahoma (City) and POE and Associates Inc., Oklahoma City, Oklahoma (Engineer). This amendment revises the Scope of Services, Attachment "A", of the before mentioned agreement. Revisions as detailed in Attachment A1 shall be made to the original agreement.

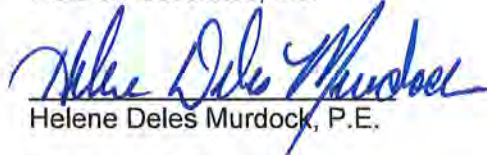
IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed this 2<sup>nd</sup> day of July, 2019.

City of Enid

\_\_\_\_\_  
George Pankonin

Mayor  
Title

POE & Associates, Inc.

  
Helene Deles Murdock, P.E.

Vice President  
Title

## **ATTACHMENT A1**

**Project Number: R-1803A**

**City of Enid, Oklahoma  
Original Contract Date: November 21, 2018**

Revisions to Scope of Services will include the following items:

### **Project Scope**

#### Utility Relocation

- The consultant shall prepare plans and specifications for the relocation and improvement of an existing City of Enid 12 inch water line on the east side of North Cleveland Avenue. A total of 2,200 linear feet of relocation is anticipated.
- The consultant shall prepare plans and specifications for the relocation of an existing 12 inch sanitary sewer line in conflict with the proposed storm sewer on the north section of North Cleveland Avenue. A total of 800 linear feet of relocations is anticipated.

### **Fee Schedule**

- The amendment will increase the not-to-exceed amount by \$60,000.00 to a total of \$419,660.00.



**CONSULTING ENGINEERS**  
(405) 949.1962  
FAX (405) 608.0380

April 4, 2019

Robert Hitt  
City of Enid  
P.O. Box 1768  
Enid, Oklahoma 73702-1768

RE: R-1803A Amendment 2, N. Cleveland Avenue, BNSF Railroad to Willow, Garfield County

Dear Mr. Hitt,

Attached is our proposed scope and fee for the associated water line and sewer line relocation as part of the R-1803A construction plans. We are proposing that these be added to our existing Hourly Not to Exceed contract.

Sincerely,



Helene Deles Murdock  
Poe & Associates, Inc.



## ATTACHMENT A2

**Project Number: R-1803A**

**City of Enid, Oklahoma**  
**N. Cleveland Avenue, BNSF Railroad to Willow Road, Garfield County**  
Original Contract Date: November 21, 2018

Revisions to Scope of Services will include the following items:

### **Amendment 2: Project Scope**

- **UTILITY RELOCATION**
  - The consultant shall prepare plans and specifications for the relocation and improvement of an existing City of Enid 12 inch water line on the east side of N. Cleveland Avenue. A total of 2,200 LF of relocation is anticipated.
  - The consultant shall prepare plans and specifications for the relocation of an existing 12 inch sanitary sewer line in conflict with the proposed storm sewer on the north section of the roadway. A total of 800 LF of relocation is anticipated.

**Attachment C - Addendum 2  
4/4/2019**

**FEE SCHEDULE  
for  
Consulting Engineering Services  
to perform  
N. Cleveland Avenue R-1803A  
City of Enid, Oklahoma  
Poe & Associates, Inc.**

12-inch Waterline relocation	34,000
Sanitary Sewer relocation	26,000

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<b>TOTAL FEE Amendment 2</b>	<b>Hourly NTE \$</b>	<b>60,000</b>
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**City Commission Meeting**

**8.10.**

**Meeting Date:** 07/02/2019

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

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**SUBJECT:**

**ACCEPT PROJECT NO. P-1906C, THE CROSSLIN PARK SIDEWALK IMPROVEMENTS, WITH RICK LORENZ CONSTRUCTION, INC., AND AUTHORIZE FINAL PAYMENT IN THE AMOUNT OF \$5,924.43.**

**BACKGROUND:**

The work in this project consisted of the construction of an accessible route around newly constructed softball fields at Crosslin Park, and included the construction of 20-foot wide concrete walkways and a central concrete hub.

All work is complete and this item is presented to accept the work.

A 3-year maintenance warranty period will begin upon acceptance.

**RECOMMENDATION:**

Accept project and authorize the final payment in the amount of \$5,924.43

**PRESENTER:**

Murali Katta, P.E., City Engineer

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**City Commission Meeting**

8.11.

**Meeting Date:** 07/02/2019

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

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**SUBJECT:**

**ACCEPT THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) PERMIT NO. WL000024190440 FOR THE INSTALLATION OF A 20-INCH PRESSURE RELIEF SYSTEM FOR THE 20-INCH WATERLINE IN THE DISTRIBUTION SYSTEM IN THE CITY OF ENID, GARFIELD COUNTY, OKLAHOMA, PROJECT NO. W-1810C.**

**BACKGROUND:**

ODEQ approved a permit for the construction/installation of a 20-inch pressure relief valve and appurtenances in the distribution system. The work consists of one pressure relief system with 30 linear feet of eight-inch ductile iron transmission line, and all appurtenances.

Upon acceptance of Permit No. WL000024190440 by the Commission, it will be recorded as a permanent record.

**RECOMMENDATION:**

Accept ODEQ Permit.

**PRESENTER:**

Murali Katta, P.E., City Engineer

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**Attachments**

Permit

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SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT  
Governor

June 10, 2019

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

Re: Permit No. WL000024190440  
City of Enid - Koch Fertilizer Plant 20-Inch Pressure Relief System  
Facility No. 2002412

Dear Mr. Gilbert:

Enclosed is Permit No. WL000024190440 for the construction of one (1) pressure relief system with 30 linear feet of eight (8) inch DI transmission line, and all appurtenances to serve the City of Enid, Garfield County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on June 10, 2019. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

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

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

Respectfully,

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

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

AS/RC/ag

Enclosure

c: Bill Kropf, Regional Manager, DEQ  
ENID DEQ OFFICE  
Bret Cabbiness, P.E., Cabbiness Engineering, LLC





SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT  
Governor

PERMIT No. WL000024190440

WATER LINES

FACILITY No. 2002412

PERMIT TO CONSTRUCT

June 10, 2019

Pursuant to O.S. 27A 2-6-304, the City of Enid is hereby granted this Tier I Permit to construct one (1) pressure relief system with 30 linear feet of eight (8) inch DI transmission line, and all appurtenances to serve the City of Enid - Koch Fertilizer Plant 20-Inch Pressure Relief System, located in NW/4, SE/4, NE/4 of Section 27, T-22-N, R-5-W, Garfield County, Oklahoma, in accordance with the plans approved June 10, 2019.

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

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

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







SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT  
Governor

PERMIT No. WL000024190440

WATER LINES

FACILITY No. 2002412

PERMIT TO CONSTRUCT

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





SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT  
Governor

PERMIT No. WL000024190440

WATER LINES

FACILITY No. 2002412

PERMIT TO CONSTRUCT

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

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

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

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

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





**City Commission Meeting**

**8.12.**

**Meeting Date:** 07/02/2019

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

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**SUBJECT:**

**ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM MIKE AND DOTTIE NEMEC, OF NOBLE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R3, PARCEL NO. N-016, IN THE AMOUNT OF \$975.00, AND AUTHORIZE PAYMENT.**

**BACKGROUND:**

The Kaw Lake Water Supply Program requires the City to obtain easements from property owners whose property the Kaw Lake raw water pipeline crosses. This particular parcel of land is identified within the Kaw Lake Program as Parcel No. N-016. It is owned by Mike and Dottie Nemec, who have accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

A part of the Southwest Quarter (SW/4) of the Northwest Quarter (NW/4) of Section Twenty-eight (28), 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 \$975.00 has been accepted by Mike and Dottie Nemec.

**RECOMMENDATION:**

Accept Permanent Utility Easement and Temporary Construction Easement.

**PRESENTER:**

Murali Katta, P.E., City Engineer

---

**Fiscal Impact**

**Budgeted Y/N:** Y  
**Amount:** \$975.00  
**Funding Source:**  
44-445-9151

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**Attachments**

Easement

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

**UTILITY AND WATER LINE EASEMENT**  
**Parcel # N-016 / 0000-28-024-02W-2-002-00**

KNOW ALL MEN BY THESE PRESENTS:

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

**See Attached Exhibits A & B**

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

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

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

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 12<sup>th</sup> day of June, 20 19.

OWNER(S):

Mike Nemece

Mike Nemece

Mike Nemece

Printed Name

Dottie Nemece

Dottie Nemece

DOTTIE NEMEC

Printed Name

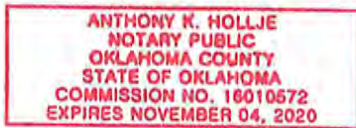
**ACKNOWLEDGEMENT**

STATE OF OKLAHOMA )  
 ) ss:  
COUNTY OF Noble )

Before me, the undersigned, a Notary Public, in and for said County and State on this 12<sup>th</sup> day of June, 20 19, personally appeared, Mike & Dottie Nemece 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 # N-016 / 0000-28-024-02W-2-002-00

KNOW ALL MEN BY THESE PRESENTS:

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

**See Attached Exhibits A & B**

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

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

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

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 12<sup>th</sup> day of June, 20 19.

OWNER(S):

Mike Nemece

Mike Nemece

MIKE NEMEC

Printed Name

Dottie Nemece

Dottie Nemece

DOTIE NEMEC

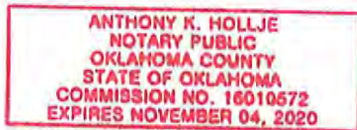
Printed Name

**ACKNOWLEDGEMENT**

STATE OF OKLAHOMA )  
 ) ss:  
COUNTY OF Noble )

Before me, the undersigned, a Notary Public, in and for said County and State on this 12<sup>th</sup> day of June, 20 19, personally appeared Mike & Dottie Nemece to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

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



Anthony K. Hollje  
Notary Public

(SEAL)

My Commission Number: 16010572

My Commission Expires: 11-4-2020



**ACCEPTANCE BY THE CITY OF ENID**

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

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

\_\_\_\_\_  
Mayor

(SEAL)

ATTEST:

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

**EXHIBIT "A"**

**TRACT - N-016 PARCEL# 0000-28-024-02W-2-002-00**

**MIKE NEMEC AND DOTTIE NEMEC**

**PERPETUAL EASEMENT LEGAL DESCRIPTION**

A part of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section Twenty-eight (28), Township Twenty-four (24) North, Range Two (2) West of the Indian Meridian, Noble County, State of Oklahoma, being more particularly described as follows:

**Commencing** at the Southwest corner of said Southwest Quarter (SW1/4) of Northwest Quarter (NW1/4); thence N 89°09'57" E along the South line of said Southwest Quarter (SW1/4) of Northwest Quarter (NW1/4) a distance of 1194.42 feet to the Centerline of a Fifty-foot Perpetual Easement being the **POINT OF BEGINNING** of said Centerline; thence N 63°50'13" E along said Centerline a distance of 133.68 feet to the East line of said Southwest Quarter (SW1/4) of Northwest Quarter (NW1/4) and the end of said Centerline, containing 6,684 square feet or 0.15 acres, more or less. The side lines of the easement shall be lengthened or shortened to terminate at the South and East lines of said Southwest Quarter (SW1/4) 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 unrecorded.

Also:

A Temporary Construction Easement containing 913 square feet, or 0.02 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 8<sup>th</sup> day of January, 2019.



*Paul E. Davis*

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

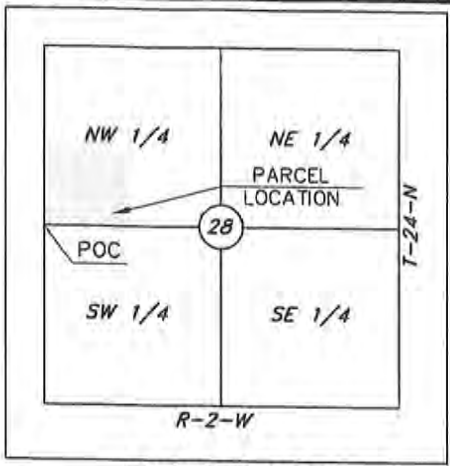


Exhibit "B"

TRACT N-016  
 PARCEL# 0000-28-024-02W-2-002-00  
 MIKE NEMEC AND DOTTIE NEMEC  
 BOOK 809 PAGE 222  
 NOBLE COUNTY, OKLAHOMA  
 POB - POINT OF BEGINNING  
 POC - POINT OF COMMENCEMENT

LEGAL DESCRIPTION  
 See Exhibit "A"

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



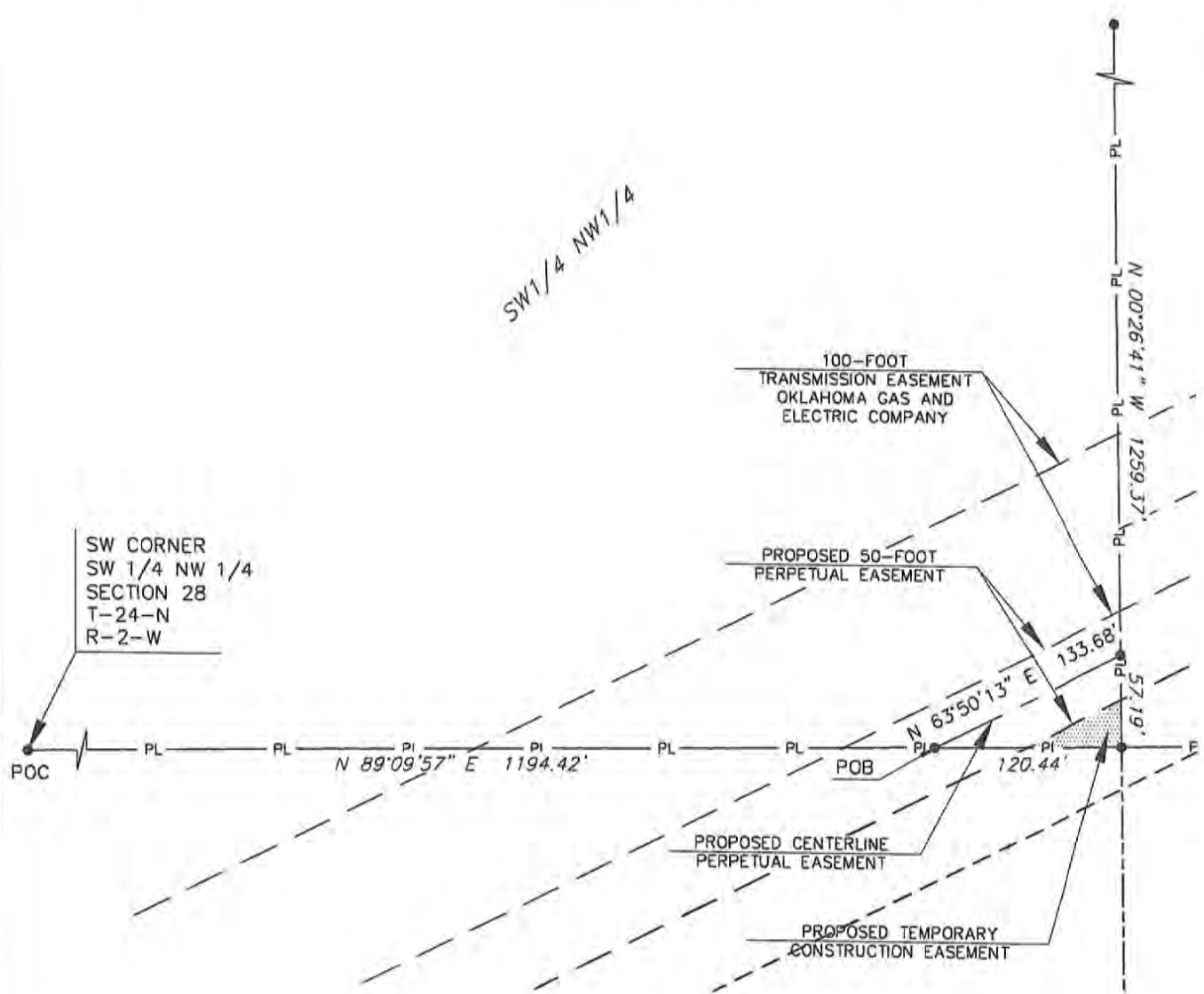
LOCATION MAP  
 NOT TO SCALE

BEARINGS & DISTANCES  
 GRID STATE PLANE  
 OKLAHOMA NORTH

1" = 100'

Perpetual Easement 6,684 S.F. 0.15 Acres  
 Temp Construction Easement 913 S.F. 0.02 Acres

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



**City Commission Meeting**

**8.13.**

**Meeting Date:** 07/02/2019

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

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**SUBJECT:**

**ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM THE DONNA DUPY SWAFFAR FAMILY TRUST, OF NOBLE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R3, PARCEL NO. N-014, IN THE AMOUNT OF \$10,675.00, 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-014. It is owned by The Donna Dupy Swaffar Family Trust, which has accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

A part of the West Half (W/2) of the Southeast Quarter (SE/4), of Section Twenty-two (22), Township Twenty-four (24) North, Range Two (2) West of the Indian Meridian, Noble County, State of Oklahoma, further described in the attachment, Exhibit "A".

The City of Enid's offer of \$10,675.00 has been accepted by The Donna Dupy Swaffar Family Trust.

**RECOMMENDATION:**

Accept Permanent Utility Easement and Temporary Construction Easement.

**PRESENTER:**

Murali Katta, P.E., City Engineer

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**Fiscal Impact**

**Budgeted Y/N:** Y  
**Amount:** \$10,675.00  
**Funding Source:**  
44-445-9151

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**Attachments**

Easement

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

## UTILITY AND WATER LINE EASEMENT

Parcel # N-014 / 0000-22-024-02W-4-002-00

KNOW ALL MEN BY THESE PRESENTS:

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

### See Attached Exhibits A & B

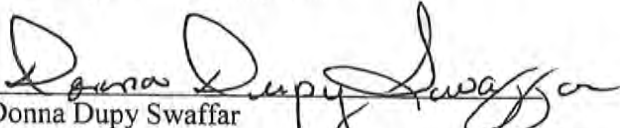
with right of ingress and egress to and from same, for the purpose of installing, constructing, operating, maintaining, repairing and replacing utilities, including water lines and water systems and all appurtenances to public utilities and water lines thereon and thereunder, as specified in Exhibit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

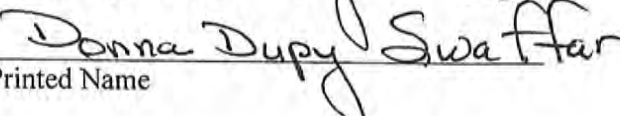
Grantor agrees not to build or construct any building or buildings or permanent structures upon the easement area. Provided, that Grantor shall fully enjoy said premises except as may be necessarily restricted to carry out the Grantee's purpose as set out herein. There is further granted the right to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

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

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed  
this 13<sup>th</sup> day of JUNE, 20 19.

OWNER(S): Donna Dupy Swaffar, Trustee of the  
Donna Dupy Swaffar Family Trust

  
Donna Dupy Swaffar

  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**ACKNOWLEDGEMENT**

STATE OF OKLAHOMA )  
  ) ss:  
COUNTY OF NOBLE )

Before me, the undersigned, a Notary Public, in and for said County and State on this  
13<sup>th</sup> day of JUNE, 20 19, personally appeared, DONNA DUPY SWAFFAR  
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)



  
Notary Public

My Commission Number: 13000514

My Commission Expires: 1/16/21

**ACCEPTANCE BY THE CITY OF ENID**

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

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

\_\_\_\_\_  
Mayor

(SEAL)

ATTEST:

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

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

**TEMPORARY CONSTRUCTION EASEMENT**  
**Parcel # N-014 / 0000-22-024-02W-4-002-00**

KNOW ALL MEN BY THESE PRESENTS:

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

**See Attached Exhibits A & B**

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

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

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





**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-014 PARCEL# 0000-22-024-02W-4-002-00

DONNA DUPY SWAFFAR FAMILY TRUST

PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of the West Half (W1/2) of the Southeast Quarter (SE1/4) of Section Twenty-two (22), Township Twenty-four (24) North, Range Two (2) West of the Indian Meridian, Noble County, State of Oklahoma, being more particularly described as follows:

**Commencing** at the Southwest corner of said West Half (W1/2) of Southeast Quarter (SE1/4); thence N 00°28'04" W along the West line of said West Half (W1/2) of Southeast Quarter (SE1/4) a distance of 539.62 feet to the Centerline of a Fifty-foot Perpetual Easement being the **POINT OF BEGINNING** of said Centerline; thence N 63°49'22" E along said Centerline a distance of 1464.42 feet to the East line of said West Half (W1/2) of Southeast Quarter (SE1/4) and the end of said Centerline, containing 73,221 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 Southeast Quarter (SE1/4).

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

Also:

A Fifty-foot Temporary Construction Easement containing 73,224 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 17<sup>th</sup> day of November, 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  
 PARCEL 00-22-024-02W-4-002-00  
 DONOR DUPY SWAFFAR FAMILY TRUST  
 BOOK 598 PAGE 936-938  
 NOBLE COUNTY, OKLAHOMA

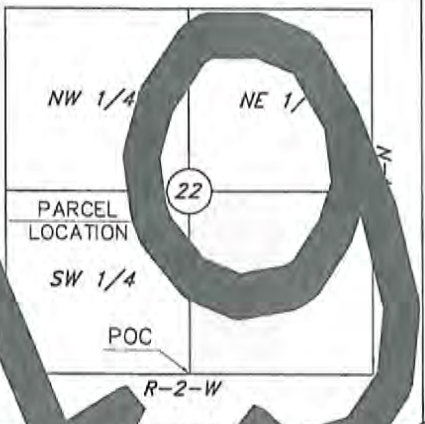
POB - POINT OF BEGINNING  
 POC - POINT OF COMMENCEMENT

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.

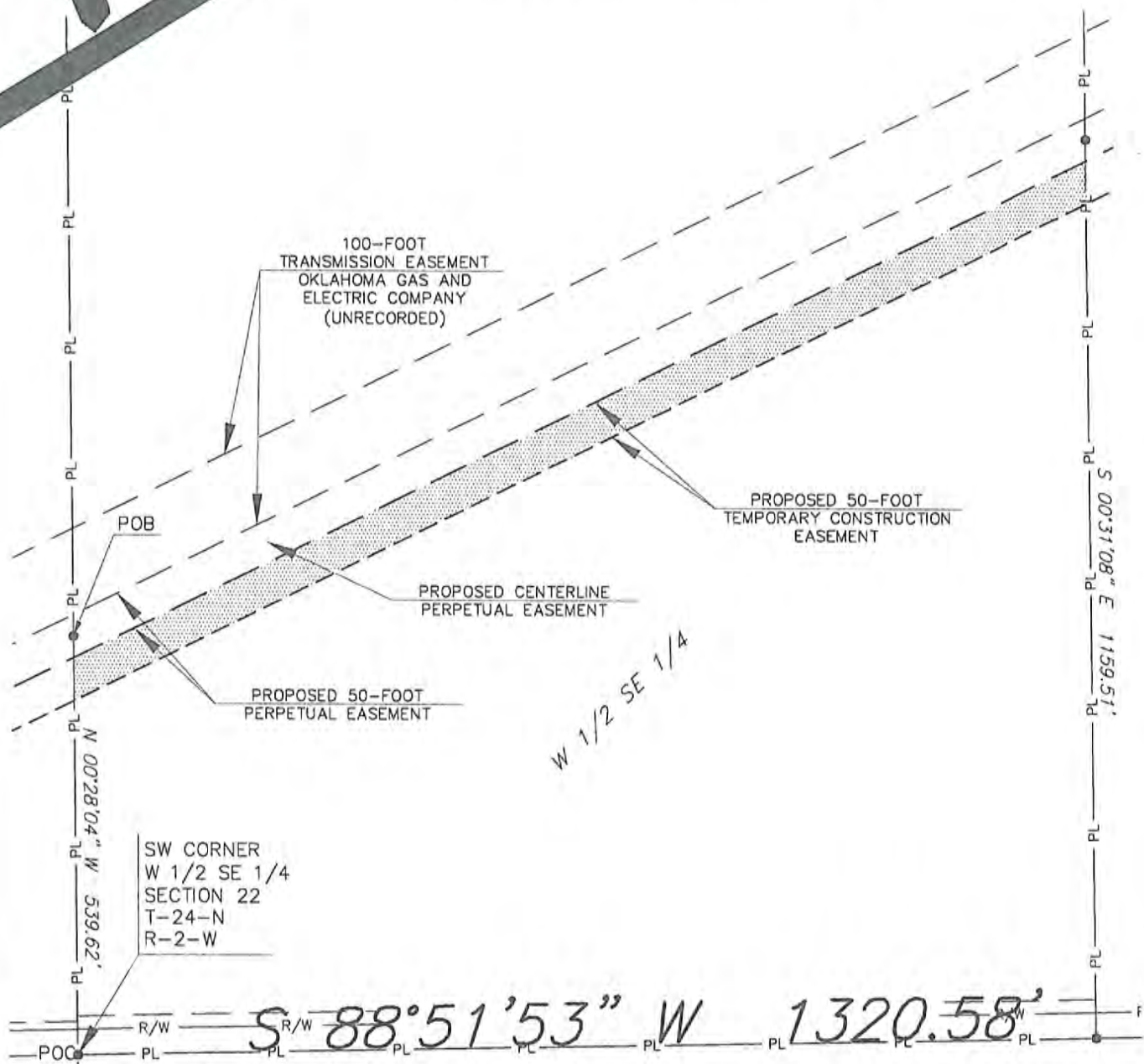
Perpetual Easement 73,221 S.F. 1.68 Acres  
 Temp Construction Easement 73,224 S.F. 1.68 Acres

- 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

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



LOCATION MAP  
 NOT TO SCALE



SW CORNER  
 W 1/2 SE 1/4  
 SECTION 22  
 T-24-N  
 R-2-W

S 88°51'53" W 1320.58'

**City Commission Meeting**

**8.14.**

**Meeting Date:** 07/02/2019

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

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**SUBJECT:**

**ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM DARREN GILLHAM AND APRIL DAWN GILLHAM, OF KAY COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R1, PARCEL NO. K-015, IN THE AMOUNT OF \$6,825.00, 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-015. It is owned by Darren Gillham and April Dawn Gillham, who have accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

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

The City of Enid's offer of \$6,825.00 has been accepted by Darren Gillham and April Dawn Gillham.

**RECOMMENDATION:**

Accept Permanent Utility Easement and Temporary Construction Easement.

**PRESENTER:**

Murali Katta, P.E., Project Engineer

---

**Fiscal Impact**

**Budgeted Y/N:** Y  
**Amount:** \$6,825.00  
**Funding Source:**  
44-445-9151

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**Attachments**

K-015

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

**UTILITY AND WATER LINE EASEMENT**  
**Parcel # K-015 / 8000-16-025-02E-2-002-00**

**KNOW ALL MEN BY THESE PRESENTS:**

That, **Darren Gillham, a/k/a Darren Wayne Gillham and April Dawn Gillham, a/k/a April Dawn Gillham-Rains**, 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.

Hold Harmless, Grantee agrees to hold Grantor harmless from any loss, cost, expense, claims or demands (including reasonable attorney's fees) arising from any damage or injury to persons or property (other than damages previously compensated by Grantee) by reason of Grantee's construction of a pipeline(s) over and across Grantor's property EXCEPT for damage caused by the negligence or willful action of Grantor or Grantor's agents and employees.

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 14 day of May, 2019.

OWNER(S):

DW Gillham

Darren Gillham, a/k/a Darren Wayne Gillham

Darren W. GILLHAM

Printed Name

April Dawn Gillham

April Dawn Gillham, a/k/a April Dawn Gillham-Rains

APRIL DAWN GILLHAM

Printed Name

**ACKNOWLEDGEMENT**

STATE OF Colorado )  
 ) ss:  
COUNTY OF Denver )

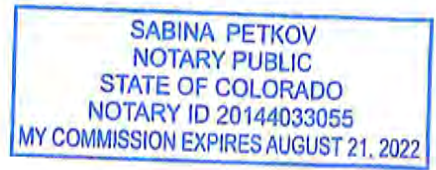
Before me, the undersigned, a Notary Public, in and for said County and State on this 14<sup>th</sup> day of May, 2019 personally appeared, Darren Gillham to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and 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.

[Signature]  
Notary Public

(SEAL)

My Commission Number: 20144033055  
My Commission Expires: 8/21/22



**ACKNOWLEDGEMENT**

STATE OF Colorado )  
 ) ss:  
COUNTY OF El Paso )

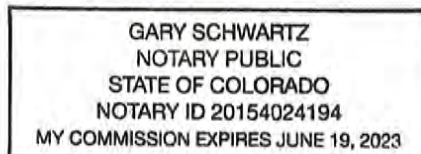
Before me, the undersigned, a Notary Public, in and for said County and State on this 11<sup>th</sup> day of May, 2019, personally appeared, April Dawn Gillham to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free 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.

[Signature]  
Notary Public

(SEAL)

My Commission Number: 20154024194  
My Commission Expires: June 19<sup>th</sup> 2023



**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-015 / 8000-16-025-02E-2-002-00**

KNOW ALL MEN BY THESE PRESENTS:

That, **Darren Gillham, a/k/a Darren Wayne Gillham and April Dawn Gillham, a/k/a April Dawn Gillham-Rains,** "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.

Hold Harmless, Grantee agrees to hold Grantor harmless from any loss, cost, expense, claims or demands (including reasonable attorney's fees) arising from any damage or injury to persons or property (other than damages previously compensated by Grantee) by reason of Grantee's construction of a pipeline(s) over and across Grantor's property EXCEPT for damage caused by the negligence or willful action of Grantor or Grantor's agents and employees.



IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 14 day of MAY, 2019.

OWNER(S):

DW Gillham

Darren Gillham, a/k/a Darren Wayne Gillham

DARREN W. GILLHAM

Printed Name

April Dawn Gillham

April Dawn Gillham, a/k/a April Dawn Gillham-Rains

APRIL DAWN GILLHAM

Printed Name

**ACKNOWLEDGEMENT**

STATE OF Colorado )  
 ) ss:  
COUNTY OF Denver )

Before me, the undersigned, a Notary Public, in and for said County and State on this 14<sup>th</sup> day of May, 2019, personally appeared, Darren Gillham 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.

[Signature]

Notary Public

(SEAL)

My Commission Number: 20144033055  
My Commission Expires: 8/21/22

SABINA PETKOV  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20144033055  
MY COMMISSION EXPIRES AUGUST 21, 2022

**ACKNOWLEDGEMENT**

STATE OF Colorado )  
 ) ss:  
COUNTY OF El Paso )

Before me, the undersigned, a Notary Public, in and for said County and State on this 11<sup>th</sup> day of May, 2019, personally appeared, April Dawn Gillham 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.

[Signature]

Notary Public

(SEAL)

My Commission Number: 20154024194  
My Commission Expires: June 19<sup>th</sup> 2023

GARY SCHWARTZ  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20154024194  
MY COMMISSION EXPIRES JUNE 19, 2023



**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-015 PARCEL# 8000-16-025-02E-2-002-00

DARREN GILLHAM, AKA DARREN WAYNE GILLHAM  
AND  
APRIL DAWN GILLHAM, AKA APRIL DAWN GILLHAM-RAINS

PERPETUAL EASEMENT LEGAL DESCRIPTION

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

**Commencing** at the Southwest corner of said Southwest Quarter (SW1/4) of Northwest Quarter (NW1/4); thence N 00°15'21" W along the West line of said Southwest Quarter (SW1/4) of Northwest Quarter (NW1/4) a distance of 350.01 feet to the South line of a property described in Book 439 at Pages 223-226; thence N 89°46'58" E along said Property Line a distance of 448.25 feet to the Centerline of a Fifty-foot Perpetual Easement being the **POINT OF BEGINNING** of said Centerline; thence leaving said Property Line N 38°52'46" E along said Centerline a distance of 66.99 feet; thence N 71°25'06" E along said Centerline a distance of 871.44 feet to the East line of said Southwest Quarter (SW1/4) of Northwest Quarter (NW1/4) and the end of said Centerline, containing 46,922 square feet or 1.08 acres, more or less. The side lines of the easement shall be lengthened or shortened to terminate at said South Property Line and at the East line of said Southwest Quarter (SW1/4) of Northwest Quarter (NW1/4).

Also:

A Fifty-foot Temporary Construction Easement containing 42,441 square feet, or 0.97 acres more or less being adjacent to, and South of the above described Perpetual Easement and as shown on Exhibit "B".

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

SURVEYOR'S CERTIFICATE

I, 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 23<sup>rd</sup> 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 K-015  
 PARCEL# 8000-16-025-02E-2-002-00  
 DARREN GILLHAM, AKA DARREN WAYNE GILLHAM  
 AND  
 APRIL DAWN GILLHAM, AKA APRIL DAWN  
 GILLHAM-RAINS  
 BOOK 1796 PAGES 768-772  
 KAY COUNTY, OKLAHOMA

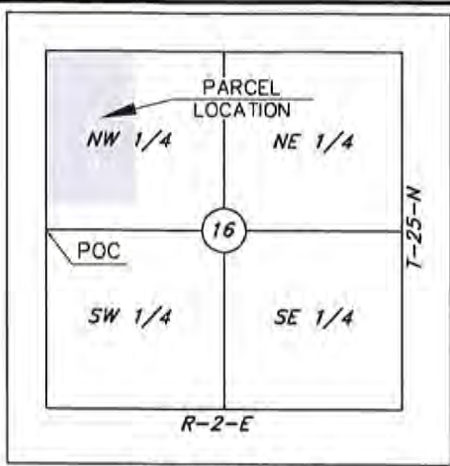
LEGAL DESCRIPTION  
 See Exhibit "A"

POB - POINT OF BEGINNING  
 POC - POINT OF COMMENCEMENT

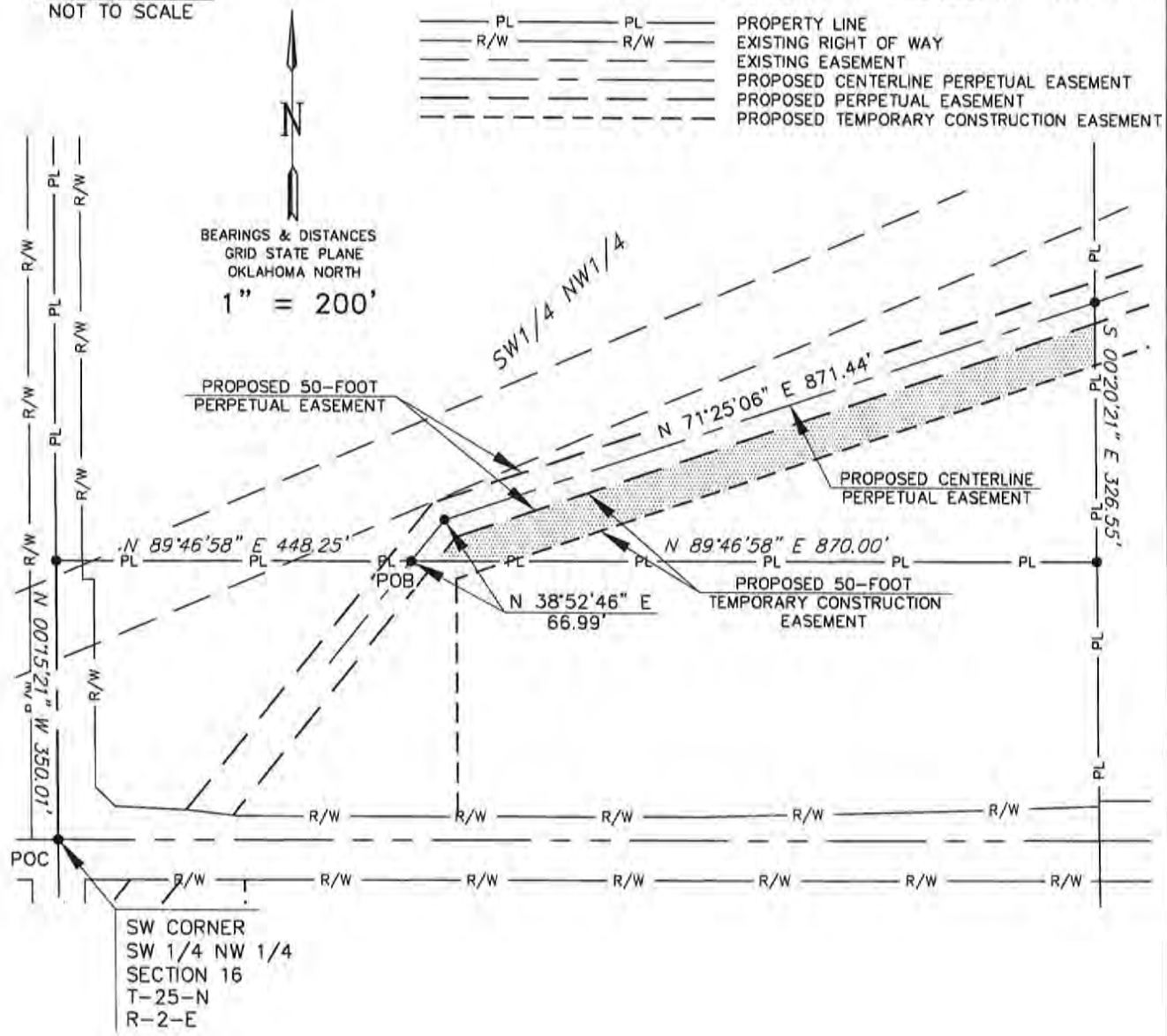
*THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENTS AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.*

Perpetual Easement 46,922 S.F. 1.08 Acres  
 Temp Construction Easement 42,441 S.F. 0.97 Acres

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



LOCATION MAP  
 NOT TO SCALE



**City Commission Meeting**

**8.15.**

**Meeting Date:** 07/02/2019

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**SUBJECT:**

**APPROVAL OF CLAIMS IN THE AMOUNT OF \$1,302,514.15.**

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**Attachments**

Claimslist

JP Morgan

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## PURCHASE ORDER CLAIMS LIST

7/2/2019

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

01-03661	RK BLACK, INC.	PO0156238	MONTHLY SERVICE 5/19	\$451.30
01-04656	CENTERPOINT ENERGY SERVICES, INC.	PO0156278	MONTHLY SERVICE 5/19	\$371.35
01-04687	EARNHEART OIL, INC.	PO0156264	DIESEL/ST	\$15,108.22
01-04687	EARNHEART OIL, INC.	PO0156265	DIESEL/ST	\$14,176.04
01-08123	HOLDINGS FOOD STORE, INC.	PO0156266	UNLEADED/ST	\$13,933.13
01-08123	HOLDINGS FOOD STORE, INC.	PO0156267	UNLEADED/ST	\$13,614.86
01-13089	MERRIFIELD OFFICE SUPPLY	PO0156112	TISSUE/TAPE/NOTES/RUBBERBANDS/ST	\$53.88
01-15125	OK GAS & ELECTRIC	PO0156197	MONTHLY SERVICE 5/19	\$579.46
01-15125	OK GAS & ELECTRIC	PO0156221	MONTHLY SERVICE 6/19	\$2,083.64
01-15125	OK GAS & ELECTRIC	PO0156226	MONTHLY SERVICE 5/19	\$30,133.23
01-15125	OK GAS & ELECTRIC	PO0156315	MONTHLY SERVICE 6/19	\$313.59
01-15127	OK NATURAL GAS	PO0156198	MONTHLY SERVICE 5/19	\$308.60
01-15127	OK NATURAL GAS	PO0156198	MONTHLY SERVICE 5/19	\$1,068.72
01-15127	OK NATURAL GAS	PO0156227	MONTHLY SERVICE 5/19	\$1,843.75
01-19047	AT & T	PO0156256	MONTHLY SERVICE 5/19	\$1,930.76
01-19047	AT & T	PO0156259	MONTHLY SERVICE 5/19	\$1,604.30
01-23053	WESTERN ENTERPRISES INC	PO0156321	OIL/ST	\$656.91
<b>N.A. TOTAL</b>				<b>\$98,231.74</b>

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

01-01783	JP MORGAN CHASE	PO0156281	CHASE PAYMENT	\$1,007.92
01-03053	NORTHWEST SHREDDERS, LLC	PO0156188	SECURITY CONSOLE 6/19	\$20.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0156308	WAREHOUSE PARTS 5/19	\$187.12
01-05114	HRT SERVICE COMPANY, LLC.	PO0156157	MOW/#1 WOODLANDS	\$65.00
01-05134	ENID NEWS & EAGLE	PO0156244	PUBLICATIONS	\$57.90
01-07085	GREATER ENID CHAMBER OF COMMERCE	PO0156149	ANNUAL BANQUET TICKETS (8)	\$175.00
01-16145	PETTY CASH	PO0156344	REIMB/MEAL/KAW LAKE/J GILBERT	\$34.60
<b>ADM. SERVICES TOTAL</b>				<b>\$1,547.54</b>

**FUND 10 DEPT 110 - HUMAN RESOURCES**

01-01783	JP MORGAN CHASE	PO0156281	CHASE PAYMENT	\$536.85
01-02196	VALIR OUTPATIENT CLINICS (HR)	PO0156258	PHYSICALS (8)	\$1,200.00
01-05634	STANDLEY SYSTEMS, LLC	PO0156250	PRINTS	\$41.87
01-16004	PDQ PRINTING	PO0156201	CONTACT INFO CARDS (400)	\$125.00
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0156349	DRUG SCREENS (5)	\$250.00
<b>HUMAN RESOURCES TOTAL</b>				<b>\$2,153.72</b>

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

01-01783	JP MORGAN CHASE	PO0156281	CHASE PAYMENT	\$1,188.85
01-03022	CULLIGAN OF ENID	PO0156151	BOTTLED WATER	\$16.25
01-03053	NORTHWEST SHREDDERS, LLC	PO0156188	SECURITY CONSOLE 6/19	\$40.00
01-03701	TYLER TECHNOLOGIES, INC.	PO0156224	CITATION SUBSCRIPTION FEE 4/19	\$1,975.34
01-05420	THOMSON REUTERS	PO0156336	MONTHLY PRINT/INFO CHARGE 5/19	\$315.77
01-13089	MERRIFIELD OFFICE SUPPLY	PO0156112	PAPER	\$10.96
01-13089	MERRIFIELD OFFICE SUPPLY	PO0156112	INK CARTRIDGES (3)	\$213.49
01-13089	MERRIFIELD OFFICE SUPPLY	PO0156309	INK CARTRIDGES (3)	\$230.97
01-16006	PHILLIPS PRINTING, INC.	PO0156202	COURT ORDERS (5000)	\$418.00
01-33380	OPFER, DAVID	PO0156110	WC/MEDICAL	\$317.36
01-33380	OPFER, DAVID	PO0156186	WC/MEDICAL	\$317.36
<b>LEGAL SVCS. TOTAL</b>				<b>\$5,044.35</b>

**FUND 10 DEPT 140 - SAFETY**

01-01227	AUTRY VO-TECH CENTER	PO0156134	SAFETY TRAINING 6/19	\$400.00
01-01783	JP MORGAN CHASE	PO0156281	CHASE PAYMENT	\$646.34
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0156308	WAREHOUSE PARTS 5/19	\$120.74
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0156349	DRUG SCREEN	\$50.00
01-50210	LOWE'S HOME CENTERS, INC.	PO0156307	REFRIGERATOR	\$474.05
<b>SAFETY TOTAL</b>				<b>\$1,691.13</b>

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

01-00052	AVERY, LOREN	PO0156243	2019 CHATAUQUA EVENT	\$750.00
01-01783	JP MORGAN CHASE	PO0156281	CHASE PAYMENT	\$293.60
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0156308	WAREHOUSE PARTS 5/19	\$22.44
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0156318	COPIER USAGE 6/19	\$25.00
<b>PR/ETN/MARKETING TOTAL</b>				<b>\$1,091.04</b>

**FUND 10 DEPT 200 - GENERAL GOVERNMENT**

01-01783	JP MORGAN CHASE	PO0156281	CHASE PAYMENT	\$1,822.64
01-05134	ENID NEWS & EAGLE	PO0156306	PUBLICATIONS	\$171.00
01-15007	OK MUNICIPAL LEAGUE, INC.	PO0156319	ANNUAL OML SERVICE FEE	\$34,264.82
01-16145	PETTY CASH	PO0156344	REIMB/TRAVEL/DC TRIP/G PANKONIN	\$149.05
01-39700	GARFIELD CO. LEGAL NEWS	PO0156245	PUBLICATIONS	\$28.90
01-46000	TRAYNOR, LONG & WYNNE, PC	PO0156263	PROFESSIONAL LEGAL SERVICE	\$3,750.00
01-80352	STERLING CODIFIERS, INC.	PO0156257	SUPPLEMENT #12	\$2,135.00
<b>GENERAL GOVERNMENT TOTAL</b>				<b>\$42,321.41</b>

**FUND 10 DEPT 210 - ACCOUNTING**

01-01783	JP MORGAN CHASE	PO0156281	CHASE PAYMENT	\$115.47
01-03053	NORTHWEST SHREDDERS, LLC	PO0156188	SECURITY CONSOLE 6/19	\$20.00
01-13089	MERRIFIELD OFFICE SUPPLY	PO0156309	RUBBERBANDS	\$4.42
<b>ACCOUNTING TOTAL</b>				<b>\$139.89</b>

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

01-01783	JP MORGAN CHASE	PO0156281	CHASE PAYMENT	\$31.09
01-03022	CULLIGAN OF ENID	PO0156151	BOTTLED WATER	\$16.25
01-03053	NORTHWEST SHREDDERS, LLC	PO0156188	SECURITY CONSOLE 6/19	\$40.00
01-13089	MERRIFIELD OFFICE SUPPLY	PO0156182	RECEIPT BOOKS (2)	\$6.04
01-13089	MERRIFIELD OFFICE SUPPLY	PO0156309	LEGAL PADS (12)	\$25.73
01-16006	PHILLIPS PRINTING, INC.	PO0156202	ORDINANCE/PROCEEDING PAGES (2000)	\$207.00
01-16006	PHILLIPS PRINTING, INC.	PO0156202	ORDINANCE/MINUTE BOOKS (4)	\$1,259.20
<b>RECORDS &amp; RECEIPTS TOTAL</b>				<b>\$1,585.31</b>

**FUND 10 DEPT 250 - INFORMATION TECHNOLOGY**

01-01304	CK TELEPHONE & DATA SVC.	PO0155907	SHORTEL VOICE SWITCH/SG-TIK	\$1,881.50
01-01783	JP MORGAN CHASE	PO0156281	CHASE PAYMENT	\$615.51
<b>INFORMATION TECHNOLOGY TOTAL</b>				<b>\$2,497.01</b>

**FUND 10 DEPT 300 - COMMUNITY DEVELOPMENT**

01-13089	MERRIFIELD OFFICE SUPPLY	PO0156309	INK CARTRIDGES (2)	\$378.23
01-16145	PETTY CASH	PO0156344	REIMB/MEAL/MAPC MTG	\$85.00
<b>COMMUNITY DEVELOPMENT TOTAL</b>				<b>\$463.23</b>

**FUND 10 DEPT 350 - CODE ENFORCEMENT**

01-01783	JP MORGAN CHASE	PO0156281	CHASE PAYMENT	\$61.94
01-03053	NORTHWEST SHREDDERS, LLC	PO0156188	SECURITY CONSOLE 6/19	\$20.00
01-04732	DEAL LAWN CARE	PO0156145	MOW/523 E INDIANA	\$60.00
01-04732	DEAL LAWN CARE	PO0156145	MOW/2727 N MADISON	\$120.00
01-04732	DEAL LAWN CARE	PO0156145	MOW/2414 N JEFFERSON	\$60.00
01-04732	DEAL LAWN CARE	PO0156145	MOW/1514 E PARK	\$120.00
01-04732	DEAL LAWN CARE	PO0156175	MOW/470 E ILLINOIS	\$60.00
01-04732	DEAL LAWN CARE	PO0156175	MOW/401 W INDIANA	\$60.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0156157	MOW/520 E STATE	\$55.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0156157	MOW/425 S 19TH	\$55.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0156157	MOW/520 E BROADWAY	\$55.00



01-05114	HRT SERVICE COMPANY, LLC.	PO0156157	MOW/518 N 5TH	\$55.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0156157	MOW/618 N MALONE	\$55.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0156157	MOW/927 E OKLAHOMA	\$55.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0156157	MOW/1316 N 2ND	\$55.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0156157	MOW/1917 E RANDOLPH	\$55.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0156157	MOW/2719 E MAPLE	\$55.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0156157	MOW/1309 S 3RD	\$75.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0156179	MOW/2614 N MONROE	\$55.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0156179	MOW/1559 N QUINCY	\$55.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0156179	MOW/425 S HAYES	\$55.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0156179	MOW/1306 S 4TH	\$75.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0156217	MOW/227 E WALNUT	\$55.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0156217	MOW/716 E CHESTNUT	\$55.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0156217	MOW/1202 N 6TH	\$55.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0156217	MOW/510 E CEDAR	\$75.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0156273	MOW/569 N MALONE	\$55.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0156127	MOW/2217 E CHESTNUT	\$375.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0156169	MOW/526 E STATE	\$235.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0156272	MOW/510 E RANDOLPH	\$75.00
01-08022	HUGHES LUMBER CO., LLC	PO0156158	STAKES	\$30.38
01-16145	PETTY CASH	PO0156344	REIMB/FILING FEES	\$267.00
<b>CODE ENFORCEMENT TOTAL</b>				<b>\$2,649.32</b>

**FUND 10 DEPT 400 - ENGINEERING**

01-01783	JP MORGAN CHASE	PO0156281	CHASE PAYMENT	\$2,096.84
01-02089	BENTLEY SYSTEMS, INC.	PO0155328	ANNUAL SOFTWARE SUBSCRIPTION	\$6,548.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0156308	WAREHOUSE PARTS 5/19	\$3.53
01-13089	MERRIFIELD OFFICE SUPPLY	PO0156239	NOTARY STAMP/J NICHOLSON	\$26.00
01-16004	PDQ PRINTING	PO0156325	BUSINESS CARDS/J DAVIS	\$45.00
01-16145	PETTY CASH	PO0156344	REIMB/TRAVEL/WATERWORKS CONF/M KATTA	\$102.08
<b>ENGINEERING TOTAL</b>				<b>\$8,821.45</b>

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

01-01338	J & P SUPPLY, INC.	PO0156162	FLOOR CLEANER	\$16.82
01-01783	JP MORGAN CHASE	PO0156281	CHASE PAYMENT	\$466.15
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0156308	WAREHOUSE PARTS 5/19	\$6.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0156297	MOW/1124 N 2ND	\$45.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0156297	MOW/226 E CHERRY	\$45.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0156297	MOW/2016 N GRAND	\$65.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0156297	MOW/2ND/WABASH	\$45.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0156297	MOW/617 E ILLINOIS	\$65.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0156297	MOW/618 E ILLINOIS	\$45.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0156297	MOW/213 S 16TH	\$45.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0156297	MOW/1326 E MAINE	\$45.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0156297	MOW/426 E BROADWAY	\$45.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0156297	MOW/501 E RANDOLPH	\$65.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0156297	MOW/124 N 5TH	\$65.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0156297	MOW/616 N CLEVELAND	\$65.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0156268	MOW/GARRIOTT/6TH/7TH	\$200.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0156268	MOW/704 E GARRIOTT	\$200.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0156268	MOW/GARRIOTT/5TH/6TH	\$200.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0156268	MOW/GARRIOTT/LEONA MITCHELL	\$200.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0156268	MOW/E STATE AVE LOT	\$150.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0156268	MOW/POLK/JAMES	\$90.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0156268	MOW/1124 W JAMES	\$90.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0156268	MOW/1222 W RANDOLPH	\$90.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0156268	MOW/1422 W RANDOLPH	\$90.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0156268	MOW/1702 W RANDOLPH	\$90.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0156268	MOW/1302 W RANDOLPH	\$90.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0156268	MOW/202 E GARRIOTT	\$90.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0156268	MOW/GARRIOTT/N RAILROAD	\$90.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0156268	MOW/GARRIOTT/S RAILROAD	\$90.00
01-50210	LOWE'S HOME CENTERS, INC.	PO0156167	BLINDS (3)	\$199.41
<b>PUBLIC WORKS MGMT TOTAL</b>				<b>\$3,088.38</b>

**FUND 10 DEPT 710 - FLEET MAINTENANCE**

01-00146	CINTAS CORPORATION LOC. 624	PO0156136	UNIFORM RENTALS (14)	\$117.77
01-00146	CINTAS CORPORATION LOC. 624	PO0156279	UNIFORM RENTALS (14)	\$159.30
01-01783	JP MORGAN CHASE	PO0156281	CHASE PAYMENT	\$2,867.50
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0156308	WAREHOUSE PARTS 5/19	\$2,935.06
01-04847	STARR LUMBER CO., INC.	PO0156252	WINDOW/FLOORING/SHEETROCK	\$443.67
01-08022	HUGHES LUMBER CO., LLC	PO0156158	CAULK	\$21.55
01-13089	MERRIFIELD OFFICE SUPPLY	PO0156309	DESK	\$1,110.00
01-16145	PETTY CASH	PO0156344	REIMB/VEHICLE TAG	\$10.00
01-19004	SHERWIN-WILLIAMS CO., INC.	PO0156335	PAINT	\$3,665.27
01-35300	UNIFIRST, INC.	PO0156254	SHOP TOWEL SERVICE	\$171.56
01-35300	UNIFIRST, INC.	PO0156337	SHOP TOWEL SERVICE	\$171.56
01-50210	LOWE'S HOME CENTERS, INC.	PO0156167	COUNTER TOP	\$442.02
01-80153	KINNUNEN, INC.	PO0156302	NAIL GUN	\$315.00
<b>FLEET MAINTENANCE TOTAL</b>				<b>\$12,430.26</b>

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

01-00146	CINTAS CORPORATION LOC. 624	PO0156136	UNIFORM RENTALS (14)	\$132.22
01-00146	CINTAS CORPORATION LOC. 624	PO0156279	UNIFORM RENTALS (15)	\$141.94
01-01338	J & P SUPPLY, INC.	PO0156162	GRAFFITI REMOVER/CLEANER/BRUSH	\$112.58
01-01338	J & P SUPPLY, INC.	PO0156343	TISSUE/SCREENS	\$523.87
01-01783	JP MORGAN CHASE	PO0156281	CHASE PAYMENT	\$3,340.81
01-02515	ENID EYE OPTICAL, INC.	PO0156153	SAFETY GLASSES/D TODD	\$131.00
01-03420	AMERICAN RED CROSS	PO0156130	LIFEGUARD TRAINING (5)	\$228.00
01-03420	AMERICAN RED CROSS	PO0156275	LIFEGUARD TRAINING MANUALS (2)	\$76.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0156308	WAREHOUSE PARTS 5/19	\$3,229.96
01-05026	LESLIE'S SWIMMING POOL SUPPLIES	PO0156242	CHLORINE TABS	\$1,603.71
01-05026	LESLIE'S SWIMMING POOL SUPPLIES	PO0156303	POOL CHEMICALS	\$1,969.96
01-05913	CRAFCO, INC.	PO0156138	CHANNELIZERS (32)	\$960.00
01-07036	GRAINGER, INC.	PO0156177	PUMP SOLENOID	\$572.62
01-08123	HOLDINGS FOOD STORE, INC.	PO0156180	V511 FUEL	\$82.69
01-35300	UNIFIRST, INC.	PO0156254	SHOP TOWEL SERVICE	\$52.78
01-50210	LOWE'S HOME CENTERS, INC.	PO0156307	ANCHORS/PIPE/HANGERS	\$99.47
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0156163	WEED EATER STRING	\$13.99
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0156300	V509 GRASS BAGGER	\$1,640.18
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0156300	WEED EATER STRING	\$56.99
01-59360	FASTENAL COMPANY	PO0156295	DRILL BIT/ANCHORS/FITTINGS	\$29.46
01-80153	KINNUNEN, INC.	PO0156165	NITRILE GLOVES (600)	\$108.00
01-80153	KINNUNEN, INC.	PO0156302	SAFETY FENCE	\$119.80
01-80246	ATWOODS	PO0156133	POOL CHEMICALS	\$47.97
01-80246	ATWOODS	PO0156276	NITRILE GLOVES (1000)	\$99.90
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0156128	WATER NOZZLE	\$14.99
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0156270	DRILL BITS (5)/CLIPS (5)/PICK UP TOOL	\$68.98
<b>PARKS &amp; RECREATION TOTAL</b>				<b>\$15,457.87</b>

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

01-00146	CINTAS CORPORATION LOC. 624	PO0156279	UNIFORM RENTALS (30)	\$284.16
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0156129	MOWER SKIDS/ALL MOWERS	\$36.78
01-01338	J & P SUPPLY, INC.	PO0156162	LATEX GLOVES (1000)	\$38.72
01-01363	J & R EQUIPMENT, LLC	PO0156299	V121 GUTTER BROOMS (10)	\$304.50
01-01783	JP MORGAN CHASE	PO0156281	CHASE PAYMENT	\$1,985.81
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0156308	WAREHOUSE PARTS 5/19	\$3,189.00
01-04577	JANTZ MOWING	PO0149696	MOW/HIGHWAY RIGHT OF WAY	\$2,700.00
01-05066	BRUCKNER TRUCK SALES, INC.	PO0156232	V121 AC REPAIR	\$1,912.41
01-05114	HRT SERVICE COMPANY, LLC.	PO0149695	MOW/HIGHWAY RIGHT OF WAY	\$3,200.00
01-05831	FEW, RONNIE J	PO0156332	TREE REMOVAL (2)	\$1,200.00
01-05913	CRAFCO, INC.	PO0156138	TAC OIL	\$770.00
01-05913	CRAFCO, INC.	PO0156331	TAC OIL	\$390.00
01-06041	FARMERS GRAIN COMPANY-POND CREEK	PO0156293	V123 PROPANE	\$29.33



01-06155	GE MDS, LLC	PO0156317	DATA RADIO	\$1,205.69
01-08123	HOLDINGS FOOD STORE, INC.	PO0156180	V162 FUEL	\$100.00
01-33210	P & K EQUIPMENT, INC.	PO0156199	V572 SPRING	\$23.02
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0156163	CHAINS (2)/WRENCH	\$76.85
01-76250	LOGAN COUNTY ASPHALT COMPANY	PO0156305	PROLINE PATCH	\$1,520.61
01-80153	KINNUNEN, INC.	PO0156165	HAMMER DRILL/GREASE GUN	\$690.14
			<b>STRMWTR &amp; ROADWAY MAINT. TOTAL</b>	<b>\$19,657.02</b>

**FUND 10 DEPT 750 - TECHNICAL SERVICES**

01-00146	CINTAS CORPORATION LOC. 624	PO0156136	UNIFORM RENTALS (26)	\$197.50
01-00146	CINTAS CORPORATION LOC. 624	PO0156279	UNIFORM RENTALS (13)	\$98.75
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0156274	ADA RAMP PLATES (4)/ANGLE IRON (10)	\$1,001.34
01-01338	J & P SUPPLY, INC.	PO0156162	FRAGRANCE REFILLS(24)/BATTERIES(48)	\$49.22
01-01783	JP MORGAN CHASE	PO0156281	CHASE PAYMENT	\$4,179.39
01-04038	OK DEPT OF ENVIRONMENTAL QUALITY	PO0156194	ANNUAL OPERATOR LICENSE RENEW/G GREGORY	\$376.00
01-04116	DOWNTOWN THREADS	PO0156148	LOGO SHIRTS (7)/M WILLIAMS	\$167.51
01-04116	DOWNTOWN THREADS	PO0156148	SAFETY SHIRTS (55)	\$598.50
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0156308	WAREHOUSE PARTS 5/19	\$562.60
01-05310	QUALITY INSPECTION SERVICES, LLC	PO0156328	V130 INSPECTION	\$350.00
01-05610	BEE LINE HEATING AND AIR CONDITION	PO0155589	HEAT/AC UNIT/SENIOR CENTER	\$6,575.50
01-05913	CRAFCO, INC.	PO0156331	GLASS BEADS (40)	\$1,000.00
01-05940	COPPERHEAD COATINGS LLC	PO0155648	CONCRETE FLOOR RESURFACING	\$2,871.00
01-06156	EAGLE HERITAGE ROOFING, INC.	PO0156345	ROOF REPAIR	\$640.00
01-07030	GADES SALES CO., INC.	PO0155909	DETECTION SYSTEM	\$25,340.00
01-16004	PDQ PRINTING	PO0156201	BUSINESS CARDS/M WILLIAMS	\$45.00
01-16008	PINKLEY SALES CO.	PO0156204	SIGNAL HEADS (2)	\$648.00
01-26005	ZEE MEDICAL SERVICE COMPANY	PO0156342	FIRST AID SUPPLIES	\$219.30
01-26005	ZEE MEDICAL SERVICE COMPANY	PO0156342	VESTS (25)/SAFETY GLASSES (25)	\$463.25
01-59360	FASTENAL COMPANY	PO0156295	FITTINGS	\$20.51
01-80153	KINNUNEN, INC.	PO0156236	POWER CHIPPER/SAW	\$2,179.98
			<b>TECHNICAL SERVICES TOTAL</b>	<b>\$47,583.35</b>

**FUND 10 DEPT 900 - LIBRARY**

01-00485	MID-CONTINENT PUBLIC LIBRARY	PO0156185	BOOK	\$29.99
01-01338	J & P SUPPLY, INC.	PO0156343	RAGS	\$13.50
01-01783	JP MORGAN CHASE	PO0156281	CHASE PAYMENT	\$4,839.40
01-03053	NORTHWEST SHREDDERS, LLC	PO0156188	SECURITY CONSOLE 6/19	\$40.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0156308	WAREHOUSE PARTS 5/19	\$117.70
01-05307	OKLAHOMA WONDERTORIUM LTD	PO0156108	2019 SRP PRESENTATION	\$375.00
01-05591	RESENDIZ, PABLO	PO0156200	LAWN SERVICE 5/19	\$325.00
01-06146	SCIENCE MUSEUM OKLAHOMA	PO0156189	2019 SRP PRESENTATION	\$560.50
01-13089	MERRIFIELD OFFICE SUPPLY	PO0156168	THERMAL PAPER ROLLS (12)	\$36.58
01-55120	QUILL CORPORATION, INC.	PO0156234	LINERS/INK CARTRIDGE	\$191.98
01-55120	QUILL CORPORATION, INC.	PO0156234	CUPS/CUTLERY	\$158.98
01-65460	ACTSHON PEST CONTROL	PO0156271	PEST CONTROL 6/19	\$30.00
01-73090	SHOWCASES, INC	PO0156246	BOOK COVERS (400)/LABELS/TAPE	\$384.68
			<b>LIBRARY TOTAL</b>	<b>\$7,103.31</b>

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

01-05010	ENID IRON & METAL CO., INC.	PO0156291	M-1713A ALUMINUM SHEETS (4)	\$1,120.00
01-06154	FAIRWAY OUTDOOR ADVERTISING GROUP	PO0156241	M-1511A BILLBOARD LEASE	\$135,000.00
			<b>CAPITAL ASSETS &amp; PROJECTS TOTAL</b>	<b>\$136,120.00</b>

**FUND 14 DEPT 145 - HEALTH FUND**

01-01869	DEARBORN LIFE INSURANCE CO.	PO0156289	INSURANCE PREMIUMS 5/19-6/19	\$5,363.70
01-05570	PAYFLEX SYSTEMS USA, INC	PO0156324	FSA/DEP ACCOUNT FEES 6/19	\$363.40
01-25008	YMCA	PO0156240	WELLNESS DOLLARS (2)	\$200.00
01-70870	FOCUS INSTITUTE, INC.	PO0156283	EAP SERVICES 5/19-6/19	\$1,333.00
			<b>HEALTH FUND TOTAL</b>	<b>\$7,260.10</b>

**FUND 20 DEPT 205 - AIRPORT**

01-01338	J & P SUPPLY, INC.	PO0156162	TOWELS/TISSUE	\$191.32
01-01783	JP MORGAN CHASE	PO0156281	CHASE PAYMENT	\$1,555.15
01-02712	FARMER BROS. CO.	PO0156156	COFFEE	\$121.66
01-03122	CROWN PRODUCTS, INC.	PO0156141	SERVO REBUILD KIT	\$105.38
01-04684	OROSCO, NANCY	PO0156187	JANITORIAL SERVICE 6/19	\$187.50
01-04690	OG & E ELECTRIC SERVICES	PO0156314	A-132 POWER RELOCAT/TRANSFORME	\$1,000.00
01-05101	INTERNATIONAL BUSINESS MACHINES CO	PO0156159	PILOTBRIEF 7/19-9/19	\$564.00
01-05415	COOK, KESTON	PO0156164	REIMB/TRAVEL/FAA CONF	\$339.88
01-05611	RSM DEVELOPMENT, INC.	PO0150088	A-1701B TERMINAL CONSTRUCTION	\$318,455.48
01-05637	WESTERN MARKETING, INC	PO0156255	OIL/ST	\$1,030.38
01-16145	PETTY CASH	PO0156344	REIMB/TRAVEL/LODGING/D OHNESORGE	\$455.00
01-16145	PETTY CASH	PO0156344	REIMB/CDL LICENSE RENEW/H HUNTSBERGER	\$75.50
01-35300	UNIFIRST, INC.	PO0156254	MATS/MOPS/DISPENSERS/WIPES	\$189.93
01-49880	DELL MARKETING, LP	PO0155924	LAPTOP	\$1,492.96
<b>AIRPORT TOTAL</b>				<b>\$325,764.14</b>

**FUND 22 DEPT 000 - GOLF STOCK**

01-05439	TEXOMA GOLF, LLC	PO0156334	PRO SHOP/ST	\$476.32
<b>GOLF STOCK TOTAL</b>				<b>\$476.32</b>

**FUND 22 DEPT 225 - GOLF**

01-01338	J & P SUPPLY, INC.	PO0156162	TISSUE/CLEANER/LINERS	\$156.55
01-01338	J & P SUPPLY, INC.	PO0156343	VACUUM/TISSUE/TOWELS	\$713.28
01-01783	JP MORGAN CHASE	PO0156281	CHASE PAYMENT	\$1,165.52
01-02515	ENID EYE OPTICAL, INC.	PO0156153	SAFETY GLASSES/B NASH	\$156.00
01-02539	BWI COMPANIES, INC.	PO0156277	GROWTH REGULATOR/INSECTICIDE	\$537.64
01-02539	BWI COMPANIES, INC.	PO0156285	FERTILIZER	\$2,384.20
01-04847	STARR LUMBER CO., INC.	PO0156252	SHEETROCK	\$23.58
01-05439	TEXOMA GOLF, LLC	PO0156334	TAPE	\$25.00
01-06159	FIRST SOURCE STAFFING, INC.	PO0156358	TEMP EMPLOYEE (2)	\$522.49
01-38030	DAL SECURITY, INC.	PO0156280	MONTHLY MONITORING 6/19	\$91.00
01-65460	ACTSHON PEST CONTROL	PO0156271	PEST CONTROL 6/19	\$75.00
01-80215	PROFESSIONAL TURF PRODUCTS, INC.	PO0156339	IRRIGATION CONTROL BOARD	\$381.93
<b>GOLF TOTAL</b>				<b>\$6,232.19</b>

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

01-03089	CUMMINS CONSTRUCTION EQUIP. CO., I	PO0151182	ASPHALT	\$10,375.89
01-05851	JMB CONCRETE	PO0155808	R-1918C INTERSECTION RECONSTRUCTION	\$23,475.00
01-60230	RICK LORENZ CONSTRUCTION	PO0148807	R-1801A STREET IMPROVEMENT	\$45,306.98
<b>STREET &amp; ALLEY TOTAL</b>				<b>\$79,157.87</b>

**FUND 31 DEPT 315 - EMA OPERATIONS**

01-06144	TRAYNOR, LONG & WYNNE CLIENT TRUST ACCT	PO0156120	W-1304B WATER RIGHTS PURCHASE/AMES #6 WELL	\$120,000.00
<b>EMA OPERATIONS TOTAL</b>				<b>\$120,000.00</b>

**FUND 31 DEPT 230 - UTILITY BILLING**

01-00764	LOVE ENVELOPES	PO0151680	ENVELOPES (123,000)	\$4,062.06
01-01783	JP MORGAN CHASE	PO0156281	CHASE PAYMENT	\$189.71
01-03053	NORTHWEST SHREDDERS, LLC	PO0156188	SECURITY CONSOLE 6/19	\$20.00
01-04038	OK DEPT OF ENVIRONMENTAL QUALITY	PO0156194	ANNUAL OPERATOR LICENSE RENEW/S GRANGER	\$46.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0156308	WAREHOUSE PARTS 5/19	\$48.92
01-05134	ENID NEWS & EAGLE	PO0156154	ANNUAL SUBSCRIPTION RENEW	\$251.88
01-05782	EXPRESS EMPLOYMENT PROFESSIONALS	PO0156176	TEMP EMPLOYEE	\$632.13
<b>UTILITY BILLING TOTAL</b>				<b>\$5,250.70</b>

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

01-00146	CINTAS CORPORATION LOC. 624	PO0156136	UNIFORM RENTALS (35)	\$301.18
01-00146	CINTAS CORPORATION LOC. 624	PO0156136	SHOP TOWEL SERVICE	\$83.68
01-00146	CINTAS CORPORATION LOC. 624	PO0156211	UNIFORM RENTALS (26)	\$225.63
01-00146	CINTAS CORPORATION LOC. 624	PO0156211	SHOP TOWEL SERVICE	\$41.84
01-00146	CINTAS CORPORATION LOC. 624	PO0156279	UNIFORM RENTALS (17)	\$148.90
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0156327	V238 GAUGE REPAIR	\$1,007.64
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0156350	V238 INJECTOR	\$1,161.92
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0156274	SHEET METAL/FLAT IRON	\$558.86
01-01783	JP MORGAN CHASE	PO0156281	CHASE PAYMENT	\$1,021.00
01-02017	A W BRUEGGEMANN CO., INC.	PO0156269	BOLTS/WASHERS	\$8.92
01-02243	BB MACHINE & SUPPLY, INC.	PO0156135	BOLT HINGE FASTENERS (2)	\$368.11
01-02243	BB MACHINE & SUPPLY, INC.	PO0156135	V216 HOSES (4)	\$63.39
01-03022	CULLIGAN OF ENID	PO0156142	WATER COOLER RENTAL 6/19	\$34.50
01-03089	CUMMINS CONSTRUCTION EQUIP. CO., I	PO0156235	V517 GRABBER INSTALL	\$2,409.15
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0156330	V267 SPROCKET SEGMENTS/ROLLERS	\$1,840.40
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0156341	V259 DOOR WINDOW	\$324.83
01-03596	CUSTOM MANUFACTURING	PO0156143	POWER UNIT KEYS (5)	\$30.50
01-04038	OK DEPT OF ENVIRONMENTAL QUALITY	PO0156194	ANNUAL OPERATOR LICENSE RENEW/J ROSSON	\$46.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0156308	WAREHOUSE PARTS 5/19	\$26,617.52
01-04560	DOCUGUARD	PO0150434	RECYCLING CONTRACT 5/19	\$5,695.30
01-05066	BRUCKNER TRUCK SALES, INC.	PO0156140	V248 SENSOR	\$645.56
01-05599	ARVEST BANK	PO0149579	TRASH TRUCK LEASE (3) 6/19	\$14,511.04
01-05664	BUFFUM, EARL L	PO0156109	WC/SETTLEMENT	\$18,898.38
01-13089	MERRIFIELD OFFICE SUPPLY	PO0156168	PAPER ROLLS (50)	\$92.74
01-26005	ZEE MEDICAL SERVICE COMPANY	PO0156342	FIRST AID SUPPLIES	\$323.10
01-40180	WAY OUT WEST	PO0156338	BOOTS/J REDDING	\$149.95
01-40870	C L BOYD, INC.	PO0156212	V267 SPROCKETS (6)	\$941.46
01-59360	FASTENAL COMPANY	PO0156295	DRILL BIT/ANCHORS/FITTINGS	\$195.07
01-80246	ATWOODS	PO0156133	RAIN SUIT/GLOVES	\$39.97
01-80246	ATWOODS	PO0156133	BOOTS/T STEPHENS	\$149.99
01-80246	ATWOODS	PO0156208	POST HOLE DIGGER/CONCRETE	\$35.97
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0156128	NUTS/BOLTS/SCREWS	\$32.57
<b>SOLID WASTE SERVICES TOTAL</b>				<b>\$78,005.07</b>

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

01-01338	J & P SUPPLY, INC.	PO0156162	FLOOR CLEANER	\$16.82
01-01783	JP MORGAN CHASE	PO0156281	CHASE PAYMENT	\$1,166.72
01-02034	OK DEPT OF LABOR	PO0156190	ASBESTOS LICENSE RENEW/L MINTZ	\$50.00
01-04038	OK DEPT OF ENVIRONMENTAL QUALITY	PO0156228	ANNUAL OPERATOR LICENSE RENEW (2)	\$184.00
01-05198	ENVIRONMENTAL TESTING, INC.	PO0156155	SAMPLE ANALYSIS	\$640.00
01-16145	PETTY CASH	PO0156344	REIMB/TRAVEL/ASBESTOS CLASS/L MINTZ	\$145.00
01-19037	STANDARD TESTING & ENGINEERING	PO0156249	SAMPLE ANALYSIS	\$130.00
01-80189	THE CAREL CORPORATION	PO0156260	STATISTICAL ANALYSIS	\$2,200.00
<b>PUBLIC UTILITIES MGMT TOTAL</b>				<b>\$4,532.54</b>

**FUND 31 DEPT 790 - WATER PRODUCTION**

01-00146	CINTAS CORPORATION LOC. 624	PO0156136	UNIFORM RENTALS (18)	\$164.52
01-01005	ALFALFA ELECTRIC COOPERATIVE	PO0156262	MONTHLY SERVICE 5/19	\$13,331.53
01-01759	LILLIE, GARY	PO0156304	WATER ROYALTIES 12/18-6/19	\$7.36
01-01783	JP MORGAN CHASE	PO0156281	CHASE PAYMENT	\$2,032.88
01-01954	PUMPSOK	PO0156237	PUMP	\$1,122.50
01-02607	PATRICIA STURGEON REV. TRUST	PO0156326	WATER ROYALTIES 12/18-6/19	\$483.04
01-03271	CENTRAL NAT'L BANK	PO0156301	CIMARRON WATER ROYALTIES 12/18-6/19	\$190,440.89
01-03591	OBERLENDER, HAL	PO0156312	WATER ROYALTIES 12/18-6/19	\$6,252.91
01-04038	OK DEPT OF ENVIRONMENTAL QUALITY	PO0156194	ANNUAL OPERATOR LICENSE RENEW (9)	\$874.00
01-04188	DEWALD, BRENDA L & SCOTT E	PO0156294	WATER ROYALTIES 12/18-6/19	\$4,778.34
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0156308	WAREHOUSE PARTS 5/19	\$445.73
01-04847	STARR LUMBER CO., INC.	PO0156333	DECK SCREWS	\$4.93
01-05080	BROOKS, JEREMY	PO0156287	WATER ROYALTIES 12/18-6/19	\$174.93
01-05605	IDEXX DISTRIBUTION, INC.	PO0156348	SAMPLE TESTERS (200)	\$1,202.60
01-05884	APS FIRECO	PO0156131	FIRE EXT INSPECTION/WALK-IN	\$45.00
01-05915	AT&T (WATER WELLS)	PO0156347	MONTHLY SERVICE 6/19	\$120.67
01-06155	GE MDS, LLC	PO0156317	DATA RADIOS (2)	\$2,340.19
01-08022	HUGHES LUMBER CO., LLC	PO0156158	LUMBER	\$12.38
01-19047	AT & T	PO0156139	MONTHLY SERVICE 6/19	\$187.70

01-26005	ZEE MEDICAL SERVICE COMPANY	PO0156342	EYE WASH STATION/FIRST AID SUPPLIES	\$520.50
01-30830	LOCKE SUPPLY, INC.	PO0156166	AIR DUCT PIPE (10)/PLUGS (11)	\$42.40
01-38030	DAL SECURITY, INC.	PO0156144	MONTHLY MONITORING 2/19-5/19	\$200.00
01-38030	DAL SECURITY, INC.	PO0156280	MONTHLY MONITORING 6/19	\$26.00
01-50210	LOWE'S HOME CENTERS, INC.	PO0156167	ELECTRICAL TAPE/LIGHT SWITCH	\$2.61
01-50210	LOWE'S HOME CENTERS, INC.	PO0156307	BROOMS (2)	\$42.72
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0156300	WEED EATER STRING	\$55.96
01-58740	STUART C. IRBY	PO0156161	SWITCH BOX	\$130.00
01-79980	PIONEER BUSINESS SOLUTION	PO0156203	MONTHLY SERVICE 6/19	\$205.35
01-80246	ATWOODS	PO0156133	PEST REPELLANT (5)/WASP TRAP (10)	\$99.85
01-80258	BRENNTAG SOUTHWEST, INC.	PO0149574	CHLORINE	\$3,727.60
<b>WATER PRODUCTION TOTAL</b>				<b>\$229,075.09</b>

**FUND 31 DEPT 795 - UTILITY MAINTENANCE**

01-00146	CINTAS CORPORATION LOC. 624	PO0156136	UNIFORM RENTALS (62)	\$539.37
01-00146	CINTAS CORPORATION LOC. 624	PO0156211	UNIFORM RENTALS (15)	\$137.96
01-00146	CINTAS CORPORATION LOC. 624	PO0156279	UNIFORM RENTALS (16)	\$147.67
01-01783	JP MORGAN CHASE	PO0156281	CHASE PAYMENT	\$1,336.44
01-02082	AT&T MOBILITY	PO0156172	MONTHLY SERVICE 5/19	\$246.38
01-04033	DOLESE BROTHERS CO., INC.	PO0156147	CONCRETE	\$307.50
01-04033	DOLESE BROTHERS CO., INC.	PO0156286	CONCRETE	\$880.75
01-04038	OK DEPT OF ENVIRONMENTAL QUALITY	PO0156228	ANNUAL OPERATOR LICENSE RENEW (10)	\$966.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0156308	WAREHOUSE PARTS 5/19	\$4,892.52
01-05005	ENID CONCRETE CO., INC.	PO0156150	CONCRETE	\$357.51
01-05384	CORE & MAIN LP	PO0156137	HYDRANT EXT KIT/TAP FEE	\$1,432.00
01-05782	EXPRESS EMPLOYMENT PROFESSIONALS	PO0156176	TEMP EMPLOYEE	\$411.95
01-08022	HUGHES LUMBER CO., LLC	PO0156218	CONCRETE	\$8.86
01-15083	OK CONTRACTORS SUPPLY	PO0156253	HYDRANT EXT/TEES/VALVES	\$2,498.00
01-15083	OK CONTRACTORS SUPPLY	PO0156316	MANHOLE RING/COVERS (8)	\$1,640.00
01-80064	SOUTHWEST FLUID SYSTEM INC	PO0151675	SUBMERSIBLE PUMP	\$4,333.00
01-80153	KINNUNEN, INC.	PO0156165	HOSES (2)/DRILL BITS (3)/SEALANT	\$412.43
01-80246	ATWOODS	PO0156146	BOOTS/H HARMON	\$149.99
01-80246	ATWOODS	PO0156208	BOTTLED WATER	\$167.16
01-80246	ATWOODS	PO0156288	BOOTS/J JOSEPH	\$99.99
<b>UTILITY MAINTENANCE TOTAL</b>				<b>\$20,965.48</b>

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

01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0156129	V364 EXP SHEET METAL/TUBING	\$68.73
01-01783	JP MORGAN CHASE	PO0156281	CHASE PAYMENT	\$1,046.59
01-04038	OK DEPT OF ENVIRONMENTAL QUALITY	PO0156313	ANNUAL DISCHARGE PERMIT 7/18-6/19	\$14,491.49
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0156308	WAREHOUSE PARTS 5/19	\$574.05
01-04429	STOVER & ASSOCIATES, INC	PO0149972	PLANT MGMT SERVICE 7/18-6/19	\$110,796.96
01-04847	STARR LUMBER CO., INC.	PO0156252	CAULK	\$31.28
01-05354	HAWKINS, INC.	PO0149554	POLYMER 2018-2019	\$2,749.07
01-19165	STEVENS FORD, INC.	PO0156233	V641 COLLISION REPAIR	\$1,980.88
<b>WASTEWATER PLANT MGMT TOTAL</b>				<b>\$131,739.05</b>

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

01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0153683	2019 INTL HX520 SEMI-TRUCK	\$131,316.00
01-01363	J & R EQUIPMENT, LLC	PO0156299	V8106 HEADACHE RACK	\$2,398.51
01-05583	COGSDALE CORPORTATION	PO0149116	SOFTWARE REPLACEMENT	\$2,723.33
01-05583	COGSDALE CORPORTATION	PO0149116	SOFTWARE REPLACEMENT	\$3,955.70
01-05583	COGSDALE CORPORTATION	PO0149116	SOFTWARE REPLACEMENT	\$31,796.00
<b>EMA CAPITAL REPLACEMENT TOTAL</b>				<b>\$172,189.54</b>

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

01-02687	RETAIL ATTRACTIONS, LLC	PO0150128	PROFESSIONAL SERVICE 7/18-6/19	\$4,000.00
01-07098	GARFIELD CO TREASURER	PO0156225	M-1511A PROPERTY TAXES	\$17.00
<b>E.E.D.A. TOTAL</b>				<b>\$4,017.00</b>

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

01-00223	COOPER, MICHAEL G.	PO0149891	VDA CONSULTING FEES	\$10,000.00
01-00223	COOPER, MICHAEL G.	PO0156261	REIMB/LODGING/ADC SUMMIT	\$1,442.60
01-00223	COOPER, MICHAEL G.	PO0156261	REIMB/LODGING/DOD AIRSPACE	\$1,123.17
01-00223	COOPER, MICHAEL G.	PO0156310	REIMB/PHONE SERVICE 6/19	\$65.64
			<b>V.D.A. TOTAL</b>	<b>\$12,631.41</b>

**FUND 40 DEPT 405 - CAPITAL IMPROVEMENT**

01-03531	CABBINESS ENGINEERING, LLC	PO0153539	P-1911A MEADOWLAKE CROSSING	\$5,422.50
01-05005	ENID CONCRETE CO., INC.	PO0156290	P-1908C CONCRETE	\$1,050.63
01-05050	ENVIROTECH	PO0154055	M-1801A QUALITY ASSURANCE SERVICE	\$13,856.25
01-05851	JMB CONCRETE	PO0154441	P-1703C2 DOCK SIDEWALK CONSTRUCTION	\$14,700.00
01-06035	HASKELL LEMON CONSTRUCTION	PO0155042	R-1911C BRIDGE DECK REPLACEMENT	\$104,720.01
01-06085	SCS ENGINEERS	PO0155815	M-1906A PROFESSIONAL SERVICE	\$4,970.00
01-06145	CAMPBELL, BILLIE JEAN	PO0156132	R-1911C CONSTRUCTION EASEMENT	\$500.00
01-08060	HENSON CONSTRUCTION CO., INC.	PO0156123	P-1703C1 BOAT DOCK CONSTRUCTION	\$3,635.00
01-08060	HENSON CONSTRUCTION CO., INC.	PO0153514	P-1703C1 BOAT DOCK CONSTRUCTION	\$5,183.75
01-60230	RICK LORENZ CONSTRUCTION	PO0154241	P-1906C CROSSLIN SIDEWALK IMPROVEMENT	\$3,399.25
01-60230	RICK LORENZ CONSTRUCTION	PO0155875	P-1906C CROSSLIN SIDEWALK IMPROVEMENT	\$2,525.18
			<b>CAPITAL IMPROVEMENT TOTAL</b>	<b>\$159,962.57</b>

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

01-12007	LUCKINBILL, INC.	PO0155351	S-1908C SOCCER PARK SEWER IMPROVEMENT	\$14,601.50
01-12007	LUCKINBILL, INC.	PO0148380	S-1704A POINT REPAIR PROGRAM	\$9,384.10
			<b>SANITARY SEWER FUND TOTAL</b>	<b>\$23,985.60</b>

**FUND 43 DEPT 435 - STORMWATER FUND**

01-05081	BEVERAGES CONSTRUCTION, LLC.	PO0148385	F-1803C DETENTION FACILITY	\$58,900.00
01-33210	P & K EQUIPMENT, INC.	PO0154413	BAT WING MOWER	\$20,570.92
			<b>STORMWATER FUND TOTAL</b>	<b>\$79,470.92</b>

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

01-03531	CABBINESS ENGINEERING, LLC	PO0155035	W-1810A PROFESSIONAL SERVICE	\$1,500.00
01-03707	DOERNER, SAUNDERS, DANIEL & ANDERS	PO0156152	W-1304A WATER RIGHTS	\$121.80
01-05617	ANGLIN PUBLIC RELATIONS	PO0153680	W-1912PR KAW LAKE PUBLIC RELATIONS	\$4,200.00
01-06147	APRIL D GILLHAN-RAINS	PO0156192	W-1912R1 DAMAGES	\$205.00
01-06148	DARREN GILLHAM	PO0156193	W-1912R1 DAMAGES	\$205.00
01-06149	DOUGLAS WILSON	PO0156195	W-1912R1 DAMAGES	\$820.00
01-06150	DONNA DUPY SWAFFAR	PO0156206	W-1912R3 DAMAGES	\$672.00
01-06151	DAVID HAYTON	PO0156207	W-1912R3 DAMAGES	\$1,344.00
01-06152	BRADY HOSTETLER	PO0156209	W-1912R3 DAMAGES	\$300.00
01-06153	MIKE NEMEC	PO0156210	W-1912R3 DAMAGES	\$1,350.00
01-12007	LUCKINBILL, INC.	PO0155349	W-1908C SOCCER PARK WATER IMPROVEMENT	\$14,565.40
			<b>WATER CAP. IMPROVEMENT FUND TOTAL</b>	<b>\$25,283.20</b>

**FUND 50 DEPT 505 - 911**

01-00446	MOTOROLA	PO0156118	LEASE DEPOSIT #24234	\$50,000.00
01-42400	AT & T	PO0156174	MONTHLY SERVICE 6/19	\$520.33
			<b>911 TOTAL</b>	<b>\$50,520.33</b>

**FUND 51 DEPT 515 - POLICE**

01-01304	CK TELEPHONE & DATA SVC.	PO0155907	SHORTEL VOICE SWITCH/SG-TIK	\$1,881.50
01-01338	J & P SUPPLY, INC.	PO0156181	TOWELS/TISSUE/SCREENS	\$704.91
01-01783	JP MORGAN CHASE	PO0156281	CHASE PAYMENT	\$3,189.54
01-03053	NORTHWEST SHREDDERS, LLC	PO0156188	SECURITY CONSOLE 6/19	\$100.00
01-04164	OK DEPT. OF PUBLIC SAFETY	PO0156196	MONTHLY OLETS USER FEE 5/19	\$350.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0156308	WAREHOUSE PARTS 5/19	\$3,410.54
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0156191	COPIER USAGE/LEASE 6/19	\$686.54

01-13036	MESSER BOWERS	PO0156183	NOTARY BOND RENEW/M EVANS	\$30.00
01-13089	MERRIFIELD OFFICE SUPPLY	PO0156182	BINDERS (2)/DVDS (100)	\$72.06
01-13145	MID-AMERICA WHOLESale, INC.	PO0156184	COFFEE/CUPS/CREAMER/SUGAR	\$373.48
01-16004	PDQ PRINTING	PO0156201	BUSINESS CARDS/B OROURKE	\$45.00
01-46560	GROOM CLOSET	PO0156178	K9 DOG FOOD	\$36.13
01-58740	STUART C. IRBY	PO0156230	REELS (560)/CONDUIT/FITTINGS	\$1,127.33
01-65460	ACTSHON PEST CONTROL	PO0156171	PEST CONTROL 6/19	\$90.00
01-79290	SIGN SHACK THE	PO0156229	V2017/V2035/V2052/V2080/V2088/V2091 DECALS	\$1,305.00
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0156170	KEYS (9)	\$22.31
<b>POLICE TOTAL</b>				<b>\$13,424.34</b>

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

01-01146	A TO Z CARPET CENTER, INC.	PO0155868	BLINDS/SCREEN SHADES	\$7,892.00
01-01783	JP MORGAN CHASE	PO0156281	CHASE PAYMENT	\$35.48
01-02259	ENID OVERHEAD DOOR	PO0156292	OVERHEAD DOOR REPAIR	\$1,068.63
01-04046	INFINITY SOUND, LTD.	PO0156160	SOUND SYSTEM REPAIR	\$2,052.87
01-04656	CENTERPOINT ENERGY SERVICES, INC.	PO0156278	MONTHLY SERVICE 5/19	\$145.17
01-04756	ENGINEERED EQUIPMENT, INC.	PO0156113	COMPRESSORS (2)	\$4,175.74
01-05610	BEE LINE HEATING AND AIR CONDITION	PO0155867	COMPRESSORS (2)	\$2,440.00
01-06130	SCULPTWARE	PO0155911	TABLES (5)	\$2,350.00
01-15127	OK NATURAL GAS	PO0156227	MONTHLY SERVICE 5/19	\$543.96
01-35830	ENID NEW HOLLAND, INC.	PO0155812	MOWER	\$4,899.00
01-80045	CHISHOLM TRAIL EXPO CENTER	PO0156329	HOTEL TAX 5/19	\$48,773.50
<b>E.E.C.C.H. TOTAL</b>				<b>\$74,376.35</b>

**FUND 65 DEPT 655 - FIRE**

01-00781	INTERSTATE ALL BATTERY CENTER, INC	PO0156298	V1043 BATTERIES (6)	\$665.70
01-00957	NAFECO	PO0156311	BUNKER GEAR/NAME PATCH/D PILLSBURY	\$2,535.00
01-01338	J & P SUPPLY, INC.	PO0156343	CLEANER/TOWELS/LINERS/DETERGENT	\$274.73
01-01783	JP MORGAN CHASE	PO0156281	CHASE PAYMENT	\$4,126.51
01-02017	A W BRUEGGEMANN CO., INC.	PO0156284	V1042 BOLTS/LOCKNUTS	\$246.00
01-02363	CONRAD FIRE EQUIP., INC.	PO0156223	LENS	\$83.26
01-02363	CONRAD FIRE EQUIP., INC.	PO0156223	V1042 SCENE LIGHT	\$1,461.40
01-03545	OK STATE DEPT OF HEALTH	PO0156320	ANNUAL EMT LICENSE RENEW (32)	\$720.00
01-04030	WELDON PARTS, INC.	PO0156340	V1044 AC COMPRESSOR	\$1,131.97
01-04207	FOUR J'S TIRE SERVICE, LLC	PO0156296	V1043 TIRES (4)	\$2,106.84
01-04221	SOUTHERN UNIFORM & EQUIPMENT	PO0156282	CIVIL SERVICE COMMISSION BADGES (3)	\$270.51
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0156308	WAREHOUSE PARTS 5/19	\$50.88
01-04926	HAMPEL OIL DISTRIBUTORS, INC.	PO0156222	OIL (55 GAL)	\$731.50
01-04926	HAMPEL OIL DISTRIBUTORS, INC.	PO0156222	GEAR OIL	\$356.82
01-05833	SPIRIT ELECTRONIC COMMUNICATIONS	PO0156248	V1031/V1037 SWITCH KNOX KEY SYSTEM	\$380.00
01-06019	FLAMING AUTO SUPPLY CO., INC.	PO0156216	OIL (7 QTS)	\$31.43
01-08123	HOLDINGS FOOD STORE, INC.	PO0156213	V1042 FUEL	\$37.93
01-13017	MUNN SUPPLY, INC.	PO0156220	BOTTLE EXCHANGE	\$56.65
01-13089	MERRIFIELD OFFICE SUPPLY	PO0156309	CHAIR/INK CARTRIDGES (2)	\$287.79
01-15132	O'REILLY AUTO PARTS, INC.	PO0156322	COPPER PLUGS	\$8.48
01-16145	PETTY CASH	PO0156344	REIMB/TRAVEL/FIRE SCHOOL/J STEPHAN	\$84.64
01-19235	SOUTHWEST TRUCK PARTS, INC.	PO0156247	V1043 AIR HORN KITS	\$110.74
01-30830	LOCKE SUPPLY, INC.	PO015629	HVAC UNIT (4 TON)	\$4,032.92
01-33210	P & K EQUIPMENT, INC.	PO0156231	V1029 REDUCING RING	\$17.85
01-37890	OK STATE UNIVERSITY	PO0156323	LIVE BURN EVALUATION	\$60.00
01-37890	OK STATE UNIVERSITY	PO0156323	HAZMAT TEST/D KING	\$35.00
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0156219	EDGER CARRIER	\$2.32
01-60600	ENID FLORAL & GIFTS	PO0156214	FLORAL ARRANGEMENT	\$36.98
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0156205	SEALANT/COUPLINGS/PIPE/FITTING	\$56.83
<b>FIRE TOTAL</b>				<b>\$20,000.68</b>

**FUND 82 DEPT 825 - CLEET**

01-02587	OK BUREAU OF NARCOTICS	PO0156107	MONTHLY REIMB 5/19	\$65.00
01-03274	CLEET	PO0156105	MONTHLY REIMB 5/19	\$4,797.85
01-55470	OK STATE BUREAU INVESTIGATION	PO0156106	MONTHLY REIMB 5/19 AFIS	\$4,733.87
01-55470	OK STATE BUREAU INVESTIGATION	PO0156106	MONTHLY REIMB 5/19 FORENSIC	\$4,523.08
<b>CLEET TOTAL</b>				<b>\$14,119.80</b>

**FUND 99 DEPT 995 - EPTA**

01-01783	JP MORGAN CHASE	PO0156281	CHASE PAYMENT	\$1,440.43
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0156308	WAREHOUSE PARTS 5/19	\$783.30
01-19001	STANLEY'S WRECKER SERVICE	PO0156251	V8559 TOW	\$150.00
01-19047	AT & T	PO0156173	MONTHLY SERVICE 6/19	\$375.40
<b>EPTA TOTAL</b>				<b>\$2,749.13</b>

**FUND 70 DEPT 705 - CDBG**

70-05134	ENID NEWS & EAGLE	PO0156215	B-17 (423) PUBLICATIONS	\$171.00
<b>CDBG TOTAL</b>				<b>\$171.00</b>

**COMBINED BREAKDOWN OF TOTALS**

EMA	\$761,757.47
EEDA	\$4,017.00
EPTA	\$2,749.13
REMAINING FUNDS	\$1,302,514.15
<b>TOTAL CLAIMS</b>	<b>\$2,071,037.75</b>

## PURCHASING CARD CLAIMS LIST

7-2-19

**FUND 10 DEPT 100 - ADMINISTRATIVE SERVICES**

AMERICAN SIGNAL CORP	PO0156281	STORM SIREN AMPLIFIER REPAIR	215.00
AT&T*PREMIER EBIL	PO0156281	IPAD DATA PLAN 6/19	99.44
ENID WINNELSON CO	PO0156281	BALL VALVE	8.80
JP SUPPLY	PO0156281	TOILET PAPER/PAPER TOWELS	582.08
LOWES #00205*	PO0156281	CLEANER	2.60
RIB CRIB #44	PO0156281	GIFT CARD/ETN GIVEAWAY	100.00

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**ADMINISTRATIVE SERVICES TOTAL** **1,007.92**

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**FUND 10 DEPT 110 - HUMAN RESOURCES**

AMER ASSOC NOTARIESWE	PO0156281	NOTARY STAMPS (2)	46.85
INDEED	PO0156281	SUBSCRIPTION/ACTIVE RECRUITMENT	100.00
SECRETARY OF STATE	PO0156281	NOTARY APPLICATION/N PACHECO	26.00
SHI INTERNATIONAL CORP	PO0156281	MS OFFICE LICENSE	364.00

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**HUMAN RESOURCES TOTAL** **536.85**

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**FUND 10 DEPT 120 - LEGAL SERVICES**

NOOKI	PO0156281	MEAL (3)/AMCCA CONF	42.30
OKCOUNTYRECORDS.COM	PO0156281	OKCOUNTYRECORDS.COM MONTHLY SUBSCRIPTION	10.00
THE ATHERTON HOTEL OS	PO0156281	LODGING (3)/AMCCA CONF	1,136.55

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**LEGAL SERVICES TOTAL** **1,188.85**

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**FUND 10 DEPT 140 - SAFETY**

AT&T*BILL PAYMENT	PO0156281	IPAD DATA PLAN 6/19	33.24
J DONUTS	PO0156281	MEAL (14) SAFETY REP MEETING	22.27
NATIONAL SAFETY COUNCI	PO0156281	SAFETY MATERIALS/BOOKS	518.38
STAPLES 00106633	PO0156281	PENS/BINDERS/SHEET PROTECTORS	72.45

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**SAFETY TOTAL** **646.34**

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

AMZN MKTP US*M650M3G20	PO0156281	IPAD KEYBOARD	22.99
AT&T*PREMIER EBIL	PO0156281	IPAD DATA PLAN 6/19	16.58
DISH NETWORK-ONE TIME	PO0156281	DISH MONTHLY SERVICE 6/19	80.03
ENGRAVING, AWARDS & GI	PO0156281	RIBBON CUTTING SCISSORS	174.00

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**PR/ETN/MARKETING TOTAL** **293.60**

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**FUND 10 DEPT 200 - GENERAL GOVERNMENT**

ABM PARKING WRWA 0118	PO0156281	PARKING/DEFENSE COMMUNITIES CONF/G PANKONIN	48.00
BILLY SIMS BBQ - ENID	PO0156281	MEAL/COMMISSION MEETING	466.82
CASEYS ENID	PO0156281	MEAL (15)/KAW ADVISORY MEETING	67.95
DUBLINER	PO0156281	MEAL/DEFENSE COMMUNITIES CONF/G PANKONIN	22.00
HYATT REGENCY WASHINGT	PO0156281	LODGING/DEFENSE COMMUNITIES CONF/G PANKONIN	990.81
JUMBO FOODS	PO0156281	SUPPLIES/COFFEE/SODA/NAPKINS	73.37
NAPOLIS ITALIAN RESTAU	PO0156281	MEAL/COMMISSION MEETING	94.95
SUCCOTASH - PENN QUART	PO0156281	MEAL/DEFENSE COMMUNITIES CONF/G PANKONIN	58.74

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**GENERAL GOVERNMENT TOTAL** **1,822.64**

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## PURCHASING CARD CLAIMS LIST

7-2-19

**FUND 10 DEPT 210 - ACCOUNTING**

AT&T*PREMIER EBIL	PO0156281	IPAD DATA PLAN 6/19	16.57
SWADLEY S	PO0156281	MEAL (6)/EMPLOYEE APRECIATION	98.90

<b>ACCOUNTING TOTAL</b>			<b>115.47</b>
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**FUND 10 DEPT 220 - RECORDS & RECEIPTS**

STAPLESBUSINESSCREDIT	PO0156281	WALL DISPLAY	31.09
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<b>RECORDS &amp; RECEIPTS TOTAL</b>			<b>31.09</b>
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**FUND 10 DEPT 250 - INFORMATION TECHNOLOGY**

AMZN MKTP US*M697O9VG1	PO0156281	ORGANIZERS/RATCHET SET/TEST LEADS/RODS	326.30
AT&T*PREMIER EBIL	PO0156281	IPAD DATA PLAN 6/19	16.57
STAPLES 00106633	PO0156281	BACKUP UPS	149.99
TAPEANDMEDIA COM	PO0156281	LTO CLEANING TAPES	96.57
TESSCO TECHNOLOGIES	PO0156281	ELECTRICAL TAPE/SEALANT TAPE	26.08

<b>INFORMATION TECHNOLOGY TOTAL</b>			<b>615.51</b>
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**FUND 10 DEPT 350 - CODE ENFORCEMENT**

AMZN MKTP US*M64XU1MM0	PO0156281	ORANGE PAPER/DOOR SIGN/WIPES	61.94
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<b>CODE ENFORCEMENT TOTAL</b>			<b>61.94</b>
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**FUND 10 DEPT 400 - ENGINEERING**

5280 BURGER BAR	PO0156281	MEAL/AWWA ACE CONF/M KATTA	16.60
ASCE CAREER CENTER	PO0156281	ENGINEERING JOB POSTING	295.00
AT&T*PREMIER EBIL	PO0156281	IPAD DATA PLAN 6/19	62.70
CANTINA LAREDO DLF	PO0156281	MEAL/AWWA ACE CONF/M KATTA	15.10
COLORADO CC CONCESS 00	PO0156281	MEAL/AWWA ACE CONF/M KATTA	13.00
MODMARKET	PO0156281	MEAL/AWWA ACE CONF/M KATTA	13.87
MOTOMAKI - DENVER	PO0156281	MEAL/AWWA ACE CONF/M KATTA	10.45
OKLAHOMA CITY AIRPORT	PO0156281	MEAL/AWWA ACE CONF/M KATTA	7.10
OKLAHOMA SOCIETY OF PR	PO0156281	OSPE CONF REGISTRATION FEE/J UNRUH	200.00
PAYPAL *OKLAHOMAMUN	PO0156281	ENGINEERING JOB POSTING	10.00
PAYPAL *SGR	PO0156281	ENGINEERING JOB POSTING	49.00
PETES KITCHEN	PO0156281	MEAL/AWWA ACE CONF/M KATTA	16.20
PIZZA REPUBLICA DOWNTON	PO0156281	MEAL/AWWA ACE CONF/M KATTA	24.20
RED ROBIN NO 796	PO0156281	MEAL/AWWA ACE CONF/M KATTA	10.79
RTD DUS COM RAIL	PO0156281	TRAVEL/AWWA ACE CONF/M KATTA	10.50
RTD EAST DIA	PO0156281	MEAL/AWWA ACE CONF/M KATTA	10.50
STAPLESBUSINESSCREDIT	PO0156281	DATE STAMP	20.89
STAYBRIDGE SUITES	PO0156281	LODGING/AWWA ACE CONF/M KATTA	1,046.25
USAPARK.NET	PO0156281	PARKING/AWWA ACE CONF/M KATTA	35.69
YOURMEMBERSHIP CAREERS	PO0156281	ENGINEERING JOB POSTING	229.00

<b>ENGINEERING TOTAL</b>			<b>2,096.84</b>
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**FUND 10 DEPT 700 - PUBLIC WORKS MGMT**

ACCURATE ENVIRONMENTAL	PO0156281	CLASS D LICENSE RENEWAL/L LARUE	50.00
AT&T*BILL PAYMENT	PO0156281	IPAD DATA PLAN 6/19	75.46
KINNUNEN SALES AND REN	PO0156281	PAINT/CHALK	101.13
LOWES #00205*	PO0156281	CLEANER	16.94
MEXICO JOES	PO0156281	MEAL/CLASS D LICENSE/L LARUE	11.24

## PURCHASING CARD CLAIMS LIST

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STAPLES 00106633	PO0156281	WHITE BOARD/USB CABLE	110.94
WAL-MART #0499	PO0156281	ADAPTER	69.00
WM SUPERCENTER #499	PO0156281	COFFEE	31.44

<b>PUBLIC WORKS MGMT TOTAL</b>	<b>466.15</b>
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**FUND 10 DEPT 710 - FLEET MGMT**

SHI INTERNATIONAL CORP	PO0156281	MS OFFICE LICENSE	364.00
AMZN MKTP US*M61OX2WR1	PO0156281	MOPS	79.76
DMI* DELL HLTHCR/PTR	PO0156281	DESKTOP COMPUTER	893.34
FOUR J'S TIRE SERV	PO0156281	V634 TIRE	122.00
LOCKE SUPPLY WE ENID	PO0156281	LIGHT FIXTURES (2)/LIGHT PANEL	669.03
LOWES #00205*	PO0156281	WRENCH SETS	92.98
STUART C IRBY	PO0156281	CONDUIT/COVER	264.99
TACO BELL #28019	PO0156281	MEAL (12)/EMPLOYEE APPRECIATION	23.88
WM SUPERCENTER #4390	PO0156281	COFFEE	62.52

<b>FLEET MGMT TOTAL</b>	<b>2,572.50</b>
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**FUND 10 DEPT 730 - PARKS & RECREATION**

ACADEMY SPORTS #271	PO0156281	SWIM LESSON SUPPLIES	41.92
AMZN MKTP US*M69KT8MU1	PO0156281	DIAPHRAGMS ASSEMBLIES/WRISTBANDS/CLOCKS	558.67
AT&T*BILL PAYMENT	PO0156281	TABLET DATA PLAN 6/19	211.38
ENID ACE HARDWARE	PO0156281	WATER HOSE/OIL ABSORBENT	13.58
FOUR J'S TIRE SERV	PO0156281	V523 TIRES (4)	521.32
LOCKE SUPPLY - ENID	PO0156281	HOT WATER SHUT OFF VALVE	15.70
LOWES #00205*	PO0156281	WATER HOSE	24.98
RAINBOW SPORTS INC	PO0156281	V580 FUEL PUMP	740.58
SAMSClub #4731	PO0156281	POOL CONCESSIONS/ST	813.50
SHERWIN WILLIAMS 70718	PO0156281	SPRAYER PUMP PROTECTOR	67.43
STAPLES 00106633	PO0156281	CASH REGISTER PAPER	47.96
UNIFIRST CORPORATION	PO0156281	SHOP MAT SERVICE	52.00
WM SUPERCENTER #4390	PO0156281	POOL CONCESSION/ST	231.79

<b>PARKS &amp; RECREATION TOTAL</b>	<b>3,340.81</b>
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**FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT**

AT&T*PREMIER EBIL	PO0156281	IPAD DATA PLAN 6/19	230.36
ATWOOD 01 ENID	PO0156281	INSECT REPELLENT	55.93
FOUR J'S TIRE SERV	PO0156281	STREET TRAILER TIRES (2)	295.00
FOUR J'S TIRE SERV	PO0156281	V541 TIRES (8)	636.00
FOUR J'S TIRE SERV	PO0156281	V932 TIRE REPAIR	392.00
HUGHES LUMBER COMPANY	PO0156281	CONCRETE	23.28
LOT-A-BURGER	PO0156281	MEAL (8)/DEPT MEETING	56.00
STAPLES 00106633	PO0156281	BATTERIES	15.99
STEVENS FORD	PO0156281	V114 TUNE UP	566.82
WM SUPERCENTER #499	PO0156281	PAPER TOWELS	9.43

<b>STRMWTR &amp; ROADWAY MAINT TOTAL</b>	<b>2,280.81</b>
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**FUND 10 DEPT 750 - TECHNICAL SERVICES**

2000 CED	PO0156281	CONDUIT	211.47
AMZN MKTP US*M67102Q00	PO0156281	ELECTRICAL HEAT SHRINK/LABELS	119.85
AT&T*PREMIER EBIL	PO0156281	TABLET DATA PLAN 6/19	218.14
BB MACHINE & SUPPLY IN	PO0156281	GAGE	7.86
CARTER PAINT COMPANY	PO0156281	RAILING PAINT	95.30

## PURCHASING CARD CLAIMS LIST

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ENID ACE HARDWARE	PO0156281	DOOR STOP	22.77
FASTENAL COMPANY 01OKE	PO0156281	BOLTS/WASHERS	18.68
KINNUNEN SALES AND REN	PO0156281	SAFETY HARNESS/LANYARDS (2)	687.47
LOWES #00205*	PO0156281	WEED KILLER/POWER LEVEL/HOOKS	183.04
MCDONALD'S F2149	PO0156281	MEAL (12)/DEPT MEETING	21.00
ORANGE COAST PNEUMATIC	PO0156281	VALVE/REGULATOR	73.50
OREILLY AUTO #0174	PO0156281	REPLACEMENT SWITCH	8.84
SHERWIN WILLIAMS 70718	PO0156281	PAINT ROLLERS/PAINT	82.25
SIGNWAREHOUSE.COM	PO0156281	LAMINATE/INK CARTRIDGE	568.00
STUART C IRBY	PO0156281	STEP BITS/GROUND RODS	337.54
THE LOCK PEOPLE	PO0156281	TRAFFIC CABINET LOCKS	784.28
VULCAN INC	PO0156281	SIGN CAPS/CROSS	705.00
WW STARR LUMBER ENID	PO0156281	PLWOOD	25.62
STAPLES 00106633	PO0156281	INK PENS/INDEX CARDS	8.78

**TECHNICAL SERVICES TOTAL****4,179.39****FUND 10 DEPT 900 - LIBRARY**

030 BRAUMS STORE	PO0156281	SUMMER READING PROGRAM	17.90
AMAZON.COM*M61YO11M2	PO0156281	WIRELESS ROUTER	44.39
AMAZON.COM*M638J71O2	PO0156281	COFFEE/CREAMER	54.42
AMAZON.COM*M68AP2282	PO0156281	CHILDREN'S PROGRAM SUPPLIES	100.00
AMZN MKTP US*M60ZC4PG2	PO0156281	IPAD CHARGERS (3)	94.94
BAKER & TAYLOR - BOOKS	PO0156281	BOOKS (12)	167.47
BRODART BOOKS	PO0156281	BOOKS (126)	1,937.78
BRODART BOOKS	PO0156281	LIBY19-1 BOOKS (53)	902.00
CAFE GARCIA	PO0156281	MEAL (3)/PROGRAM PRESENTER	45.72
CENTER POINT LARGE PRI	PO0156281	BOOKS (16)	358.92
DEMCO INC	PO0156281	TEEN PROGRAM SUPPLIES	342.69
DOLLAR TREE	PO0156281	CHILDREN'S PROGRAM SUPPLIES	36.00
HOBBY-LOBBY #0008	PO0156281	TEEN PROGRAM SUPPLIES	44.44
JUMBO FOODS	PO0156281	TEEN PROGRAM SUPPLIES	32.64
LE GRENIER	PO0156281	MEAL (2)/WASHINGTON DC ADVOCACY	63.79
LOWES #00205*	PO0156281	CONCRETE SEALANT/WEATHER STRIPPING	31.40
MID AMERICA FOOD DISTR	PO0156281	TEEN PROGRAM SUPPLIES	19.78
MIDWEST TAPE LLC	PO0156281	DVD (5)/AUDIO BOOK	145.18
MIDWEST TAPE LLC	PO0156281	LIBY19-1 AUDIO BOOK	40.98
NAPOLIS ITALIAN RESTAU	PO0156281	MEAL (3)/DEPT MEETING	49.15
OKLAHOMA CITY AIRPORT	PO0156281	MEAL (2)/WASHINGTON DC ADVOCACY	14.31
PIZZA HUT #029878	PO0156281	MEAL/VOLUNTEERS/TEEN SRP	128.25
PLUMPAPER.COM	PO0156281	PLANNER	59.25
PUTNAM SIX	PO0156281	BOOKS (2)	15.98
SQU*SQ *INDIGO - INDIA	PO0156281	MEAL (2)/WASHINGTON DC ADVOCACY	34.32
SWEETGREEN CH	PO0156281	MEAL (2)/WASHINGTON DC ADVOCACY	30.53
TEACHERSPAYTEACHERS.CO	PO0156281	TEEN PROGRAM SUPPLIES	10.00
WM SUPERCENTER #499	PO0156281	CHILDREN'S PROGRAM SUPPLIES	17.17

**LIBRARY TOTAL****4,839.40****FUND 20 DEPT 205 - AIRPORT**

AMAZON.COM*M63L86GL1	PO0156281	V804 WINDSHIELD WIPER BLADES	21.76
AMAZON.COM*M67Y662O1	PO0156281	SPORT DRINK MIX	11.99
AMZN MKTP US*M697O9VG1	PO0156281	A-1701B PATCH CABLES/PATCH PANEL/WALL RACK	137.97
HYATT PLACE HURST	PO0156281	LODGING TAX/FAA CONF/K COOK	2.46
JAMIE'S BARNSTORMERS	PO0156281	MEAL (10)/DEPT MEETING	79.42
JUMBO II LLC	PO0156281	PILOT SNACKS	25.00

## PURCHASING CARD CLAIMS LIST

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JUMBO II LLC	PO0156281	SPOT LANDING FLOUR/DRAINO	26.97
NORTHWEST TROPHY & AWA	PO0156281	PLAQUE	22.00
SHI INTERNATIONAL CORP	PO0156281	MICROSOFT OFFICE LICENSES (3)	1,092.00
TESSCO TECHNOLOGIES	PO0156281	A-1701B COPPER GROUND BUSS BAR	135.58

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<b>AIRPORT TOTAL</b>			<b>1,555.15</b>
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**FUND 22 DEPT 225 - GOLF**

ATWOOD 01 ENID	PO0156281	CABLE TIES	20.46
BB MACHINE & SUPPLY IN	PO0156281	BEARINGS	64.40
BRADFORD INDUSTRIAL SP	PO0156281	BLOWER/CONDENSER MOTOR/CAPACITOR	282.79
JACK'S OUTDOOR POWER E	PO0156281	WEEDEATER/OIL/EDGER BLADES	433.82
P & W GOLF SUPPLY LLC	PO0156281	BEARINGS/TIRES FOR RANGE PICKER	349.53
STUART C IRBY	PO0156281	RADIO MOUNTING BRACKETS	14.52

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<b>GOLF TOTAL</b>			<b>1,165.52</b>
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**FUND 31 DEPT 230 - UTILITY SERVICES**

HOBBY-LOBBY #0008	PO0156281	FLORAL/OFFICE PENS	7.99
SMARTSIGN	PO0156281	NON PERMIT CONFINED SPACE LABELS (20)	35.80
WINCHELL S # 580	PO0156281	MEAL (6)/DEPT MEETING	8.49
WM SUPERCENTER #499	PO0156281	PEN CUP/SORTER/CUTLERY/GATORADE	137.43

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<b>UTILITY SERVICES TOTAL</b>			<b>189.71</b>
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**FUND 31 DEPT 760 - SOLID WASTE**

AT&T*BILL PAYMENT	PO0156281	IPAD DATA PLAN 6/19	243.60
CASEYS ENID	PO0156281	MEAL (20)/HHW COLLECTION	21.66
CURRENT COMPONENTS	PO0156281	PRINTER PAPER	153.20
DOMINO #128	PO0156281	FUEL/NEW VEHICLE TRANSPORT	55.01
SHELL OIL 12656443004	PO0156281	DEF FLUID	17.51
SQ *SQ *DAYLIGHT DONUT	PO0156281	MEAL (20)/HHW COLLECTION	29.98
STAPLES 00106633	PO0156281	CHAIR	139.98
SWADLEY S	PO0156281	MEAL (20)/HHW COLLECTION	269.97
UNITED SUPERMARKET 3	PO0156281	MEAL (20)/HHW COLLECTION	22.46
WAKO LLC	PO0156281	GASKETS	10.03
STUART C IRBY	PO0156281	BALLAST KITS (3)	57.60

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<b>SOLID WASTE TOTAL</b>			<b>1,021.00</b>
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**FUND 31 DEPT 785 - PUBLIC UTILITIES MGMT**

COURTYARD TULSA	PO0156281	LODGING/ASBESTOS TRAINING/L MINTZ	369.35
DASH ENID	PO0156281	CELL PHONE REPAIR	180.00
LOWES #00205*	PO0156281	CLEANER	16.94
PANERA BREAD #202829 P	PO0156281	MEAL/PRETREAT MEETING/A RODGERS	11.97
PAYPAL *DTTHREADSOK	PO0156281	LOGO SHIRTS (2)/S CERVANTES	51.06
SQU*SQ *OKLAHOMA ASBES	PO0156281	ASBESTOS TRAINING/L MINTZ	400.00
STAPLES DIRECT	PO0156281	PLANNER/USB FLASH DRIVES/PENS	72.35
UPS (800) 811-1648	PO0156281	SHIPPING FEES	26.63
WM SUPERCENTER #499	PO0156281	COFFEE/SODA	38.42

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<b>PUBLIC UTILITIES MGMT TOTAL</b>			<b>1,166.72</b>
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## PURCHASING CARD CLAIMS LIST

7-2-19

**FUND 31 DEPT 790 - WATER PRODUCTION**

AMAZON.COM*M62ON6QD0	PO0156281	INK CARTRIDGE	205.89
BELL SUPPLY - ENID OK	PO0156281	FITTINGS	41.80
DEPT OF ENV QUALITY	PO0156281	D WATER LICENSE/M JUN WANG	62.00
FOUR J'S TIRE SERV	PO0156281	V321 TIRES (4)	653.20
LESLIES POOLMART #909	PO0156281	PH TEST STRIPS	12.86
LOWES #00205*	PO0156281	TOOL SET/PLIERS	191.47
STAPLES 00106633	PO0156281	BATTERY BACK UP	241.98
USA BLUE BOOK	PO0156281	SHOWER/EYE WASH STATION REPAIR	623.68

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**WATER PRODUCTION TOTAL** **2,032.88**

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**FUND 31 DEPT 795 - UTILITY MAINTENANCE**

DOWNTOWN THREADS	PO0156281	LOGO SHIRTS (6)/C STEIN	148.38
JUMBO FOODS	PO0156281	MEAL (18)/EMPLOYEE APPRECIATION	90.52
LOCKE SUPPLY WHC ENID	PO0156281	FREON	130.77
STAPLES 00106633	PO0156281	INK CARTRIDGE	94.97
STAPLES DIRECT	PO0156281	CARDSTOCK PAPER	20.99
STEVENS FORD	PO0156281	V371 ABS REPAIR	850.81

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**UTILITY MAINTENANCE TOTAL** **1,336.44**

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

FOUR J'S TIRE SERV	PO0156281	V459 TIRE	335.50
FOUR J'S TIRE SERV	PO0156281	V460 TIRES (2)	685.60
UPS (800) 811-1648	PO0156281	SHIPPING FEES	25.49

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**WASTEWATER PLANT MGMT TOTAL** **1,046.59**

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**FUND 51 DEPT 515 - POLICE**

AMERICAN FLAGPOLE & FL	PO0156281	AMERICAN FLAG (2)	139.90
BAYSINGERS UNIFORMS &	PO0156281	UNIFORMS (2)/EVIDENCE	774.92
BERENDSEN FLD PWR-ATLA	PO0156281	AIR CYLINDER (2)/FIRING RANGE	122.27
DALLAS CHILDRENS ADVOC	PO0156281	REFUND/REGISTRATION/E REDDICK	(480.00)
DALLAS CHILDRENS ADVOC	PO0156281	REFUND/REGISTRATION/S AEBI	(480.00)
DOLLAR-GENERAL #2002	PO0156281	PADDED ENVELOPES (2)	5.70
ENID GLASSWORKS	PO0156281	V2034 WINDSHIELD	447.56
FOUR J'S TIRE SERV	PO0156281	V2060 TIRES (4)	509.20
HOBBY-LOBBY #0008	PO0156281	CUSTOM FRAME	43.99
INT*IN *WEAPON SYSTEMS	PO0156281	REGISTRATION/AR15 SCHOOL/S VARNEY	495.00
JUMBO FOODS	PO0156281	ICE/PLATES/CUPS/RETIREMENT RECEPTION	61.50
PDQ PRINTING	PO0156281	ANIMAL CONTROL LOGS	72.00
PHILLIPS 66 - ONCUE 01	PO0156281	V2006 FUEL/EOD/EDMOND	10.00
SECRETARY OF STATE	PO0156281	NOTARY BOND/M EVANS	10.40
SQU*SQ *DIAMOND P ENTE	PO0156281	MEAL (50)/RETIREMENT RECEPTION	600.00
STAPLESBUSINESSCREDIT	PO0156281	TABS/PAPER/FILE JACKETS/BATTERIES	372.65
STEVENS FORD	PO0156281	V2067 STEERING JOINT	413.51
SUBWAY 03197837	PO0156281	MEAL (4)/OMAG DRIVING SCHOOL	50.92
USPS PO 3928270415	PO0156281	SHIPPING FEES	20.02

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**POLICE TOTAL** **3,189.54**

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## PURCHASING CARD CLAIMS LIST

7-2-19

**FUND 60 DEPT 605 - EECCH**

AT&T*PREMIER EBIL	PO0156281	IPAD DATA PLAN 6/19	35.48
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**EECCH TOTAL****35.48****FUND 65 DEPT 655 - FIRE**

2000 CED	PO0156281	CONDUIT	163.02
AMZN MKTP US*M60E78P92	PO0156281	V1034 CAB LIFT	34.73
AMZN MKTP US*M60T245D1	PO0156281	V1031 CAB LIFT	34.73
AMZN MKTP US*M62ZM6552	PO0156281	TOOL BOX/EXAM GLOVES/CHARGER	1,421.91
ATWOOD 01 ENID	PO0156281	OIL	23.98
BWW 3361 OKLAHOMA CITY	PO0156281	MEAL/PIERCE TRAINING/D HENDERSON	7.99
DMI* DELL HLTHCR/PTR	PO0156281	COMPUTER MONITOR	121.59
EL PATIO LLC	PO0156281	MEAL/OSFA CONF/H LONG	40.00
EL POTRILLO	PO0156281	MEAL (4)/OSFA CONF	52.21
ENRIQUE S MEXICAN REST	PO0156281	MEAL (3)/OSFA CONF	55.99
GROUND ROUND	PO0156281	MEAL (3)/OSFA CONF	35.96
HUGHES LUMBER COMPANY	PO0156281	CAULK GUN	7.81
JIM S JUMBO BURGER	PO0156281	MEAL (5)/OSFA CONF	35.05
LA QUINTA INN & SUITES	PO0156281	LODGING (7)/OSFA CONF	1,582.77
LBC LIGHTING	PO0156281	(CREDIT) TAX REFUND	(44.42)
LOCKE SUPPLY WHC ENID	PO0156281	FOAM TAPE	25.02
ON THE BORDER	PO0156281	MEAL/PIERCE TRAINING/D HENDERSON	14.79
PAYPAL *FIRE LINE	PO0156281	V1034 FUEL GAUGE/WINDOW CRANK	221.81
PAYPAL *LARRYLBELILE	PO0156281	EDGER HOUSING	29.00
PAYPAL *OKLAHOMAMUN	PO0156281	OML WORKSHOP/K HELMS	85.00
STAPLES 00106633	PO0156281	INK PENS/TAPE/BINDERS/ENVELOPES	103.84
THE UPS STORE 5063	PO0156281	SHIPPING FEES	12.31
TWIN PEAKS - I 40	PO0156281	MEAL/PIERCE TRAINING/D HENDERSON	13.29
UNITED LINEN	PO0156281	KITCHEN/SHOP TOWELS	39.45
WENDY'S 0177	PO0156281	MEAL/OSFA CONF/B BURKHART	8.68

**FIRE TOTAL****4,126.51****FUND 99 DEPT 995 - EPTA**

AMZN MKTP US	PO0156281	RETURNED WIRELESS CHARGER	(19.99)
AMZN MKTP US*M69IS1BF2	PO0156281	FILE FOLDERS/FILES/CARTRIDGES	55.55
ENID ACE HARDWARE	PO0156281	LAWN CARE SPRAY	56.98
MOTOROLA SOLUTIONS ONL	PO0156281	RADIO REPEATER REPAIR	275.00
SUMMIT TRUCK GROUP	PO0156281	V8568 DOOR REPAIR	999.99
WM SUPERCENTER #499	PO0156281	WATER BOTTLES/TRASH BAGS/PAPER TOWELS	72.90

**EPTA TOTAL****1,440.43****JP MORGANCHASE CLAIMS LIST TOTAL****\$ 44,402.08**

**City Commission Meeting**

11.1.

**Meeting Date:** 07/02/2019

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

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**SUBJECT:**

**CONSIDER AND TAKE ACTION WITH RESPECT TO A RESOLUTION AGREEING TO FILE APPLICATION(S) WITH THE OKLAHOMA WATER RESOURCES BOARD (THE "OWRB") FOR FINANCIAL ASSISTANCE THROUGH OWRB CLEAN WATER STATE REVOLVING FUND LOAN PROGRAM, WITH THE LOAN PROCEEDS BEING FOR THE PURPOSE OF REFINANCING CERTAIN WASTEWATER SYSTEM IMPROVEMENTS; APPROVING PROFESSIONAL SERVICES AGREEMENTS; AND CONTAINING OTHER PROVISIONS RELATED THERETO.**

**BACKGROUND:**

This item would approve a resolution to allow the refinancing of the City's wastewater system improvements through the OWRB Clean Water State Revolving fund loan program and approve the professional services agreements involved in this refinancing. This should result in more than \$600,000.00 in interest savings for the City of Enid, and allows the City to enter into certain agreements with industrial customers for water.

**RECOMMENDATION:**

Consider resolution.

**PRESENTER:**

Allan Brooks, Public Finance Law Group, LLC Attorney

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**Attachments**

Resolution

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THE TRUSTEES OF THE ENID MUNICIPAL AUTHORITY, GARFIELD COUNTY, OKLAHOMA, MET IN REGULAR SESSION ON THE 2<sup>ND</sup> DAY OF JULY, 2019, AT 6:30 P.M.

PRESENT:

ABSENT:

Thereupon, the Chairman introduced a Resolution which was read by the Secretary. Trustee \_\_\_\_\_ moved that the Resolution be adopted and Trustee \_\_\_\_\_ seconded the motion. The motion carrying with it the adoption of the Resolution prevailed by the following vote:

AYE:

NAY:

The Resolution as adopted is as follows:

#### **RESOLUTION**

A RESOLUTION AGREEING TO FILE APPLICATION(S) WITH THE OKLAHOMA WATER RESOURCES BOARD (THE "OWRB") FOR FINANCIAL ASSISTANCE THROUGH OWRB CLEAN WATER STATE REVOLVING FUND LOAN PROGRAM, WITH THE LOAN PROCEEDS BEING FOR THE PURPOSE OF REFINANCING CERTAIN WASTEWATER SYSTEM IMPROVEMENTS; APPROVING PROFESSIONAL SERVICES AGREEMENTS; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, the Enid Municipal Authority, Garfield County, Oklahoma (the "Authority") has under consideration the refinancing of a portion of the costs of certain wastewater system improvements originally incurred in connection with the issuance of the Authority's Series 2010 Clean Water SRF Promissory Note to Oklahoma Water Resources Board dated May 25, 2010, issued in the original principal amount of \$39,900,000 (the "2010 Note", and said refinancing collectively referred to as the "Project"); and

WHEREAS, it is deemed desirable for the Authority to give preliminary authorization for the issuance of obligations for such purpose; and

WHEREAS, the Oklahoma Water Resources Board has made monies available to qualified entities for the financing or refinancing of certain qualifying projects; and

WHEREAS, the Authority hereby agrees to file an application(s) with the Oklahoma Water Resources Board for financial assistance in the aggregate amount as will be sufficient to pay certain costs associated with the referenced Project.



BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE ENID MUNICIPAL AUTHORITY, GARFIELD COUNTY, OKLAHOMA:

Section 1. Application. The Authority shall file an Application(s) with the Oklahoma Water Resources Board seeking financial assistance through the OWRB Clean Water State Revolving Fund Loan Program; and the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Authority are hereby authorized to execute said Application(s) for and on behalf of the Authority. The Authority is further authorized to advance to the Oklahoma Water Resources Board the necessary application fees in connection with the referenced Application(s).

Section 2. Professional Services Agreements. The Authority is authorized to enter into a legal services agreement with The Public Finance Law Group PLLC, as the Authority's Bond Counsel, and a professional services agreement with Municipal Finance Services, Inc., as the Authority's Financial Advisor.

Section 3. Other Matters. The Chairman or Vice Chairman and Secretary or Assistant Secretary of the Authority are hereby authorized and directed to do all other lawful things necessary to carry out the terms and conditions of this Resolution.

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APPROVED AND ADOPTED THIS 2<sup>ND</sup> DAY OF JULY, 2019.

ENID MUNICIPAL AUTHORITY

(SEAL)

ATTEST:

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Chairman

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Secretary

STATE OF OKLAHOMA    )  
  )SS  
COUNTY OF GARFIELD    )

I, the undersigned, Secretary of the Enid Municipal Authority, Garfield County, Oklahoma, an Oklahoma public trust, do hereby certify that the above and foregoing is a true, full and correct copy of an excerpt from the minutes of a meeting of the Board of Trustees of said public trust held on the date above stated, all as recorded in the official minutes of such meeting. I further certify that the “Open Meeting Law” was complied with for such meeting.

GIVEN UNDER MY HAND THIS 2<sup>ND</sup> DAY OF JULY, 2019.

(SEAL)

\_\_\_\_\_  
Secretary

**Meeting Date:** 07/02/2019

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

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**SUBJECT:**

CONSIDER AND TAKE ACTION WITH RESPECT TO A RESOLUTION OF THE ENID MUNICIPAL AUTHORITY (THE "BORROWER") APPROVING AND AUTHORIZING A CLEAN WATER SRF LOAN FROM THE OKLAHOMA WATER RESOURCES BOARD IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$11,000,000.00; APPROVING THE ISSUANCE OF ITS CLEAN WATER SRF PROMISSORY NOTE IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$11,000,000.00, SECURED BY A PLEDGE OF REVENUES AND AUTHORIZING ITS EXECUTION; APPROVING AND AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT FOR CLEAN WATER SRF LOAN; DESIGNATING A LOCAL TRUSTEE AND APPROVING AND AUTHORIZING THE EXECUTION OF A TRUST AGREEMENT; APPROVING AND AUTHORIZING THE EXECUTION OF A SECURITY AGREEMENT; RATIFYING AND CONFIRMING A LEASE AGREEMENT; RATIFYING AND CONFIRMING SALES TAX AGREEMENT PERTAINING TO A YEAR-TO-YEAR PLEDGE OF CERTAIN SALES TAX REVENUE OF THE CITY OF ENID, OKLAHOMA (THE "CITY"); APPROVING VARIOUS COVENANTS; APPROVING AND AUTHORIZING PAYMENT OF FEES AND EXPENSES; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

**BACKGROUND:**

This resolution is a companion item to Item 7.1. It authorizes the Enid Municipal Authority to complete all necessary actions to accept and execute all loan documents from the Oklahoma Water Resources Board and authorize a series 2018A Clean Water SRF Promissory Note to provide for the refinancing of the City's wastewater system improvements.

**RECOMMENDATION:**

Approve resolution.

**PRESENTER:**

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**Attachments**

Resolution  
Engagement Letter  
MFSOK Agreement

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THE TRUSTEES OF THE ENID MUNICIPAL AUTHORITY, GARFIELD COUNTY, OKLAHOMA, MET IN REGULAR SESSION ON THE 2<sup>ND</sup> DAY OF JULY, 2019, AT 6:30 P.M.

PRESENT:

ABSENT:

Thereupon, the Chairman introduced a Resolution which was read by the Secretary. Trustee \_\_\_\_\_ moved that the Resolution be adopted and Trustee \_\_\_\_\_ seconded the motion. The motion carrying with it the adoption of the Resolution prevailed by the following vote:

AYE:

NAY:

The Resolution as adopted is as follows:

#### **RESOLUTION**

A RESOLUTION OF THE ENID MUNICIPAL AUTHORITY (THE "BORROWER") APPROVING AND AUTHORIZING A CLEAN WATER SRF LOAN FROM THE OKLAHOMA WATER RESOURCES BOARD IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$11,000,000.00; APPROVING THE ISSUANCE OF ITS CLEAN WATER SRF PROMISSORY NOTE IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$11,000,000.00, SECURED BY A PLEDGE OF REVENUES AND AUTHORIZING ITS EXECUTION; APPROVING AND AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT FOR CLEAN WATER SRF LOAN; DESIGNATING A LOCAL TRUSTEE AND APPROVING AND AUTHORIZING THE EXECUTION OF A TRUST AGREEMENT; APPROVING AND AUTHORIZING THE EXECUTION OF A SECURITY AGREEMENT; RATIFYING AND CONFIRMING A LEASE AGREEMENT; RATIFYING AND CONFIRMING SALES TAX AGREEMENT PERTAINING TO A YEAR-TO-YEAR PLEDGE OF CERTAIN SALES TAX REVENUE OF THE CITY OF ENID, OKLAHOMA (THE "CITY"); APPROVING VARIOUS COVENANTS; APPROVING AND AUTHORIZING PAYMENT OF FEES AND EXPENSES; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the Enid Municipal Authority, Garfield County, Oklahoma (the "Borrower"), was organized under Title 60, Oklahoma Statutes 2011, Sections 176-180.4, as amended, for the purpose of furthering the public functions of The City of Enid, Oklahoma (the "City"); and

WHEREAS, the Borrower is authorized and has determined to refinance a portion of the costs of certain wastewater system improvements originally incurred in connection with the issuance of the Borrower's 2010 Note (as defined herein), along with related costs (collectively, the "Project") in order to achieve debt service savings and better serve the customers of said Borrower and in payment of part of the cost thereof, to seek money in the form of a Clean Water SRF Loan from the Oklahoma Water Resources Board (the "Board") in the amount of not to exceed \$11,000,000.00; and

WHEREAS, the Borrower has heretofore issued its (i) Series 2000A Clean Water SRF Promissory Note to Oklahoma Water Resources Board dated December 20, 2000, issued in the original principal amount of \$1,184,041.58 (the "2000A Note"); (ii) Series 2002A Clean Water SRF Promissory Note to Oklahoma Water Resources Board dated August 14, 2002, issued in the original principal amount of \$1,080,000 (the "2002A Note"); (iii) Series 2009 Drinking Water SRF Promissory Note to Oklahoma Water Resources Board dated November 20, 2009, issued in the original principal amount of \$8,345,000.00 (the "2009 Note"); (iv) Series 2010 Clean Water SRF Promissory Note to Oklahoma Water Resources Board dated May 25, 2010, issued in the original principal amount of \$39,900,000 (the "2010 Note"); (v) Series 2012B Drinking Water SRF Promissory Note to Oklahoma Water Resources Board dated June 20, 2012, issued in the original principal amount of \$5,435,000 (the "2012B Note"); (vi) Utility System and Sales Tax Revenue Note, Series 2015 dated June 30, 2015, issued in the original principal amount of \$5,615,000.00 (the "2015 Note"); (vii) Series 2016 Promissory Note to Oklahoma Water Resources Board dated December 21, 2016, issued in the original principal amount of \$13,985,000 (the "2016 Note"); (viii) Series 2018A Drinking Water SRF Promissory Note to Oklahoma Water Resources Board dated September 10, 2018, issued in the original principal amount of \$20,000,000 (the "2018A Note"); (ix) Series 2018B Promissory Note to Oklahoma Water Resources Board dated September 20, 2018, issued in the original principal amount of \$42,960,000 (the "2018B Note"); and (x) Series 2019A Promissory Note to Oklahoma Water Resources Board dated February 12, 2019, issued in the original principal amount of \$48,130,000 (the "2019A Note") , and collectively with the 2000A Note, the 2002A Note, the 2009 Note, the 2010 Note, the 2012B Note, the 2015 Note, the 2016 Note, the 2018A Note, the 2018B Note, and the 2019A Note, referred to as the "Existing Indebtedness"); and

WHEREAS, the Board has under consideration a loan application of the Borrower and the Borrower has determined to borrow money from the Board for the purpose of financing the Project and to evidence such loan by the issuance of the Borrower's Taxable Series 2019B Clean Water SRF Promissory Note to Oklahoma Water Resources Board in the original principal amount of not to exceed \$11,000,000.00 (the "2019B Note"), said 2019B Note being secured by a lien on the revenues derived from the water, sewer, and solid waste collection disposal systems of the Borrower (collectively, the "System") and a year-to-year pledge of the proceeds of an aggregate total of two percent (2.0%) sales tax (the "Sales Tax Revenue"); provided, said pledge and lien shall be on a parity in all respects with the Borrower's Existing Indebtedness; and

WHEREAS, it is the desire of the Borrower to authorize the execution and delivery of any and all documents necessary or attendant to the issuance of the 2019B Note.

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE ENID MUNICIPAL AUTHORITY, GARFIELD COUNTY, OKLAHOMA:

Section 1. Issuance of 2019B Note. The Borrower is hereby authorized to accept said loan and issue its 2019B Note payable to the Board and secured by a pledge of revenue derived from the operation of the System and the Sales Tax Revenue. The officers of the Borrower are hereby authorized and directed to execute said 2019B Note and to do any and all lawful things to effect said loan and secure said loan from the Board, provided that the principal amount of the 2019B Note shall be in the amount of not to exceed \$11,000,000.00, and the rate of interest on the 2019B Note shall be a fixed rate of interest not to exceed two and seventy-five hundredths percent (2.75%) per annum inclusive of administrative fees of one half of one percent (1/2%). The Chairman or Vice Chairman is hereby authorized to execute a certificate of determination establishing the principal amount and interest rate with respect to the 2019B Note.

Section 2. Execution of Loan Agreement for Clean Water SRF Loan. The Loan Agreement for Clean Water SRF Loan by and between the Borrower and the Board (the "Loan Agreement") is hereby approved and the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Borrower are hereby authorized to execute same for and on behalf of the Borrower, and to do all other lawful things to carry out the terms and conditions of said Loan Agreement.

Section 3. Designation of Local Trustee and Execution of Trust Agreement. The Borrower hereby designates BOKF, NA, Oklahoma City, Oklahoma, to serve as local trustee (the "Local Trustee") of certain funds in relation to the 2019B Note. The Trust Agreement by and between the Borrower and the Local Trustee, pertaining to the 2019B Note (the "Trust Agreement") is hereby approved and the Chairman or Vice Chairman and Secretary or Assistant Secretary are hereby authorized to execute same for and on behalf of the Borrower, and to do all other lawful things to carry out the terms and conditions of said Trust Agreement.

Section 4. Execution of Security Agreement. The Security Agreement by the Borrower in favor of the Board (the "Security Agreement"), whereby the Borrower gives a lien on the revenues of the System and the Sales Tax Revenues to the Board to secure payment of the 2019B Note is hereby approved and the Chairman or Vice Chairman and Secretary or Assistant Secretary are hereby authorized to execute same for and on behalf of the Borrower, and do all other lawful things to carry out the terms and conditions of said Security Agreement.

Section 5. Sales Tax Agreement. The Sales Tax Agreement dated as of December 1, 2016, by and between the City and the Borrower (the "Sales Tax Agreement"), which Sales Tax Agreement pertains to a year-to-year pledge of certain Sales Tax revenue as security for the 2019B Note, is hereby ratified and confirmed.

Section 6. Lease Agreement and Operation and Maintenance Contract. The Lease Agreement and Operation and Maintenance Contract dated as of September 1, 1976, as amended by an Amendment to Lease Agreement and Operation and Maintenance Contract dated as of April 1, 1978, and as further amended by the 1992 Amendment to Lease Agreement and Operation and Maintenance Contract dated as of July 1, 1992, all by and between the City and the Borrower (collectively, the "Lease Agreement"), whereby the City leased its water, sanitary sewer, and solid waste collection disposal systems to the Borrower and whereby the City agrees to operate and maintain said systems, is hereby ratified and confirmed and the term of said Lease Agreement shall extend until the 2019B Note is paid.

Section 7. Covenants of Borrower. Until payment in full of the 2019B Note and performance of all obligations owing to the Board under the Loan Agreement and the instruments executed pursuant hereto, unless the Board shall otherwise consent in writing, the Borrower hereby represents its intent to abide by and carry out the covenants contained in the Security Agreement and the Loan Agreement, which covenants are incorporated herein in their entirety.

Section 8. Fees and Expenses. Upon closing of the referenced loan, the officers of the Borrower are hereby authorized to disburse (from loan proceeds or other available funds of the Borrower) certain fees and expenses to be established pursuant to a Closing Order to be executed by the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Borrower.

Section 9. Necessary Action. The Chairman or Vice Chairman and Secretary or Assistant Secretary of the Borrower are hereby further authorized on behalf of the Borrower to approve the disbursement of the proceeds of the 2019B Note and other funds of the Borrower in connection with the issuance of the 2019B Note and the accomplishment of the transaction contemplated herein, and further, to accept, receive, execute, attest, seal and deliver the above mentioned documents and all additional documentation, certifications and instruments and to take such further actions as may be required in connection with the transaction contemplated hereby, and are further authorized to approve and make any changes to the documents approved by this Resolution, for and on behalf of the Borrower, the execution and delivery of such documents being conclusive as to the approval of any terms contained therein.

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APPROVED AND ADOPTED THIS 2<sup>ND</sup> DAY OF JULY, 2019.

ENID MUNICIPAL AUTHORITY

(SEAL)

ATTEST:

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Chairman

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Secretary

STATE OF OKLAHOMA    )  
  )SS  
COUNTY OF GARFIELD    )

I, the undersigned, Secretary of the Enid Municipal Authority, Garfield County, Oklahoma, an Oklahoma public trust, do hereby certify that the above and foregoing is a true, full and correct copy of an excerpt from the minutes of a meeting of the Board of Trustees of said public trust held on the date above stated, all as recorded in the official minutes of such meeting. I further certify that the “Open Meeting Law” was complied with for such meeting.

GIVEN UNDER MY HAND THIS 2<sup>ND</sup> DAY OF JULY, 2019.

(SEAL)

\_\_\_\_\_  
Secretary



t 405.235.3413 • f 405.235.2807  
5657 N. CLASSEN BOULEVARD, SUITE 100 • OKLAHOMA CITY, OK 73118

## AGREEMENT FOR BOND COUNSEL SERVICES

### ENID MUNICIPAL AUTHORITY TAXABLE SERIES 2019B CLEAN WATER SRF PROMISSORY NOTE TO OKLAHOMA WATER RESOURCES BOARD

THIS AGREEMENT is entered into as of July 2, 2019, by and between THE PUBLIC FINANCE LAW GROUP PLLC (“PFLG”) and ENID MUNICIPAL AUTHORITY (the “Issuer”), a public trust with The City of Enid, Oklahoma (the “City”) as its beneficiary, as follows:

#### RECITALS

WHEREAS, the Issuer desires to engage PFLG as bond counsel in connection with the refinancing of certain wastewater system improvements, along with related costs (the “Project”) heretofore financed with the proceeds of the Issuer’s Series 2010 Clean Water SRF Promissory Note to Oklahoma Water Resources Board dated May 25, 2010 and issued in the original principal amount of \$39,900,000 (the “2010 Note”); and

WHEREAS, to accomplish the refinancing of a portion of the 2010 Note, the Issuer intends to issue or cause to be issued its Taxable Series 2019B Clean Water SRF Promissory Note to Oklahoma Water Resources Board in the principal amount of not to exceed \$11,000,000.00 (the “Note”); and

WHEREAS, PFLG and Issuer’s Counsel each possess the necessary professional capabilities and resources to provide the legal services required by Issuer as described in this Agreement.

#### AGREEMENTS

##### **1. Scope of Services.**

A. *Bond Counsel Services.* PFLG will render the following services as bond counsel to the Issuer:

- (1) Consultation with representatives of the Issuer and the City, including the manager of the Issuer/City, City Attorney, Issuer’s Counsel, Finance Director, financing and accounting staff, financial advisors, and others, with respect to the timing, terms and legal structure of the proposed financing.

- (2) Preparation of loan, security and other authorizing documents (the “Financing Documents”).
- (3) Review of documentation with respect to any letter of credit, bond insurance and/or reserve fund surety policy provided in connection with the Note, if any.
- (4) Attendance at such meetings or hearings of the Issuer and the City and working group meetings or conference calls as the Issuer may request, and assistance to the Issuer staff in preparation of such explanations or presentations to the governing body of the Issuer and the City as they may request.
- (5) Preparation of final closing papers to be executed by the Issuer required to effect delivery of the Note and coordination of the Note closing.
- (6) Rendering of bond counsel's customary final legal opinion on the validity of the debt obligations and, with respect to tax-exempt debt obligations, the exemption from gross income for federal income tax purposes and from Oklahoma personal income tax of interest thereon.

PFLG and Issuer acknowledge that Issuer shall be represented by Carol Lahman, Esq., City Attorney (“Issuer’s Counsel”) for the purpose of rendering day-to-day and ongoing general counsel legal services. PFLG shall circulate documents to and coordinate its services with Issuer’s Counsel to the extent requested by Issuer or Issuer’s Counsel.

PFLG and Issuer further acknowledge that the Issuer shall be represented by Municipal Finance Services, Inc., a municipal advisor pursuant to the terms of SEC Rule 15Ba1-1 (referred to herein as an “Independent Registered Municipal Advisor” or “IRMA”). PFLG is a firm of attorneys who provide legal advice or services of a traditional legal nature to a client, and PFLG and its attorneys do not represent themselves to be a financial advisor or financial expert. Therefore, PFLG is excluded from the definition of Municipal Advisor, and PFLG does not intend to provide any advice with respect to municipal financial products or the issuance of municipal securities outside of the scope of traditional legal services and advice customarily rendered by bond counsel in public finance transactions. Notwithstanding the foregoing, in the event certain advice may be construed as beyond the scope of traditional legal services, the Issuer specifically acknowledges that PFLG may avail itself of the IRMA exemption under SEC Rule 15Ba1-1 on the basis that (i) the Issuer is represented by an Independent Registered Municipal Advisor not associated with PFLG, (ii) the Issuer hereby advises PFLG that the Issuer is represented by and will rely on the advice of its duly retained Independent Registered Municipal Advisor, and (iii) the Issuer has been advised that PFLG is not a municipal advisor and PFLG owes no federal statutory fiduciary duty to the Issuer.

In rendering opinions and performing legal services under this Agreement, PFLG shall be entitled to rely on the accuracy and completeness of information provided and certifications made by, and opinions provided by counsel to, Issuer, property owners and other parties and consultants, without independent investigation or verification.

PFLG’s services are limited to those specifically set forth above. PFLG’s services do not include representation of Issuer or any other party to the transaction in any litigation or other

legal or administrative proceeding involving the Note, the Project or any other matter. PFLG's services also do not include any responsibility for compliance with state blue sky, environmental, land use, real estate or similar laws or for title to or perfection of security interests in real or personal property. PFLG will not be responsible for preparing, reviewing, or opining with respect to any Official Statement and/or any Continuing Disclosure Undertakings applicable to the Note (if any), including but not limited to the accuracy, completeness or sufficiency of the Official Statement, Continuing Disclosure Undertaking, or other offering material relating to the Note. PFLG's services do not include any financial advice or analysis. PFLG will not be responsible for the services performed or acts or omissions of any other participant. Also, PFLG's services will not extend past the date of issuance of the Note and will not, for example, include services related to rebate compliance or continuing disclosure or otherwise related to the Note, Note proceeds or the Project after issuance of the Note.

## **2. Compensation and Reimbursements.**

A. *Compensation for Bond Counsel Services.* For services as bond counsel to the Issuer, PFLG shall be paid a fixed fee at the time of issuance of the Note of one half of one percent (.50%) of the principal amount of the Note.

B. *Expenses.* PFLG shall also be paid a fixed amount of \$2,500.00 to cover expenses and transcript production and distribution, provided, that any filing, publication, recording or printing costs or similar third-party costs required in connection with the Note shall be paid directly by the Issuer, but if paid by PFLG on behalf of the Issuer, shall be reimbursed to PFLG on demand.

C. *Payment.* Fees and expenses shall be payable by Issuer at the time of issuance of the Note. Payment of all fees and expenses hereunder shall be made at closing from proceeds of the Note and shall be entirely contingent upon issuance of the Note.

D. *Termination of Agreement and Legal Services.* This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause. In that event, all finished and unfinished documents prepared for adoption or execution by Issuer, shall, at the option of Issuer, become its property and shall be delivered to it or to any party it may designate; provided that PFLG shall have no liability whatsoever for any subsequent use of such documents. In the event of termination by Issuer, PFLG shall be paid for all satisfactory work, unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination. If not sooner terminated as aforesaid, this Agreement and all legal services to be rendered under it shall terminate upon issuance of the Note; provided that Issuer shall remain liable for any unpaid compensation or reimbursement due under Section 2 hereof. Upon termination, PFLG shall have no future duty of any kind to or with respect to the Note or the Issuer.

## **3. Nature of Engagement; Relationships With Other Parties.**

The role of bond counsel, generally, is to prepare or review the procedures for issuance of the bonds, notes or other evidence of indebtedness and to provide an expert legal opinion with respect to the validity thereof and other subjects addressed by the opinion. Consistent with the historical origin and unique role of such counsel, and reliance thereon by the public finance market, PFLG's role as bond counsel under this Agreement is to provide an opinion and related legal services that represent an objective judgment on the matters addressed rather than the partisan position of an advocate.

In performing its services in connection with the Note, PFLG will act as special counsel to Issuer with respect to issuance of the Note; i.e., PFLG will assist the Issuer's Counsel in representing Issuer but only with respect to validity of the Note and the Financing Documents, and the tax status of interest on the Note, in a manner not inconsistent with the role of bond counsel described above.

Issuer acknowledges that PFLG regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, PFLG has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, contractors, suppliers, financial and other consultants/advisors, accountants, investment providers/brokers, providers/brokers of derivative products and others who may have a role or interest in the Note financing or the Project or that may be involved with or adverse to Issuer in this or some other matter. PFLG agrees not to represent any such entity in connection with the Note financing, during the term of this Agreement, without the consent of Issuer. Given the special, limited role of bond counsel described above, Issuer acknowledges that no conflict of interest exists or would exist, and waives any conflict of interest that might appear actually or potentially to exist, now or in the future, by virtue of this Agreement or any such other attorney-client relationship that PFLG may have had, have or enter into, and Issuer specifically consents to any and all such relationships.

#### **4. Limitation of Rights to Parties; Successor and Assigns.**

Nothing in this Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than Issuer and PFLG any legal or equitable right or claim under or in respect of this Agreement, and this Agreement shall inure to the sole and exclusive benefit of Issuer and PFLG.

PFLG may not assign its obligations under this Agreement without written consent of Issuer except to a successor partnership or corporation to which all or substantially all of the assets and operations of PFLG are transferred. Issuer may assign its rights and obligations under this Agreement to (but only to) any other public entity that issues the Note (if not the Issuer). Issuer shall not otherwise assign its rights and obligations under this Agreement without written consent of PFLG. All references to PFLG and Issuer in this Agreement shall be deemed to refer to any such successor of PFLG and to any such assignee of Issuer and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

#### **5. Counterparts.**

This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

**6. Notices.**

Any and all notice pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

PFLG:

The Public Finance Law Group PLLC  
5657 N. Classen Boulevard, Suite 100  
Oklahoma City, OK 73118  
Attention: Allan A. Brooks, III or Nathan D. Ellis

ISSUER:

Enid Municipal Authority  
P.O. Box 1768  
Enid, OK 73702-1768  
Attention: City Manager

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Issuer and PFLG have executed this Agreement by their duly authorized representatives as of the date provided above.

**THE PUBLIC FINANCE LAW GROUP PLLC**

By: \_\_\_\_\_  
Allan A. Brooks, III

**ENID MUNICIPAL AUTHORITY**

By: \_\_\_\_\_  
Title: George Pankonin, Chair  
Date: July 2, 2019



June 28, 2019

## **MUNICIPAL ADVISOR SERVICES AGREEMENT**

THIS AGREEMENT is entered into by and among MUNICIPAL FINANCE SERVICES, INC. (“MFSOK”) and ENID MUNICIPAL AUTHORITY (the “Client”), a public trust with the City of Enid, Oklahoma as beneficiary.

The Client desires to engage MFSOK to assist in the refunding of a portion of its existing Series 2010 Clean Water SRF (“CWSRF”) Promissory Note to Oklahoma Water Resources Board in the principal amount of not to exceed \$11,000,000.00 (the “Financing” or “Financings”) and agrees as follows:

### **I. Scope of Services.**

MFSOK will render the following services as Municipal Advisor to the Client:

- A. Prepare a preliminary financing plan outlining the objectives of the Financing(s) and available alternatives to meet those objectives.
- B. Provide financial analysis to the Client to assist in understanding the costs and benefits of the proposed Financing(s).
- C. Make recommendations to the Client regarding necessary actions to complete the Financing(s).
- D. Assist the Client in preparing loan applications, loan proposals, offering documents, placement memorandums, or official statements, as appropriate.
- E. Coordinate as appropriate with Client staff, legal representatives, government agencies, accountants, auditors, engineers, consultants, rating agencies, lenders, placement agents, trustees, paying agents, bond insurers and other credit enhancers, to facilitate the Financing(s).
- F. Represent the Client in negotiating terms and conditions of the Financing(s) with potential lenders including but not limited to commercial banks, bond underwriters, and the Oklahoma Water Resource Board.
- G. Review financing proposal from potential lenders and make recommendations.
- H. Review documents related to the Financing(s).
- I. Coordinate closing of the Financing(s) with Client and other parties

MFSOK and the Client acknowledge that the Client will engage Bond Counsel on the transaction under separate contract or contracts. MFSOK may rely on opinions and advice from legal representatives of the Client and will not be held responsible for any legal advice, directly or indirectly, rendered by the legal representatives involved in the transaction.

Neither MFSOK as Advisor nor its Municipal Advisor Representatives are licensed to engage in the practice of law and, consequently, will offer no legal advice. None of the fee for services under this Agreement relates to legal services. If such legal services are necessary, it shall be the responsibility of the Client to obtain them.

MFSOK's services are limited to those specifically set forth herein. MFSOK's services do not extend past the closing of the Financing(s). Examples of some of the services that are not included are assistance with Client's continuing disclosure obligations, if any; assistance with investment of proceeds of the Financing(s); and assistance with arbitrage rebate calculations.

## **II. Compensation and Reimbursements**

- A. Compensation for Municipal Advisor Services. For services as Municipal Advisor to the Client, MFSOK shall be paid at the time of closing a fee calculated as follows:

One half of one percent (0.50%) of the principal amount of the CWSRF loan.

- B. Expenses. MFSOK shall also be paid a fixed amount of \$2,500.00 per transaction to cover expenses incurred as part of the transaction, provided that any filing, publication, recording or printing costs or similar third-party costs required in connection with the Financing(s) shall be paid directly by the Client.
- C. Payment and Contingency. Payment for all fees and expenses hereunder shall be made at closing from proceeds of the Financing(s) or from other available funds of the Client and shall be contingent upon closing of the Financing(s).

## **III. Term and Termination**

- A. Term of Agreement. Unless terminated as provided herein, the term of this Agreement shall be the closing date of the Financing(s).
- B. Termination of Agreement and Services. This Agreement and all Municipal Advisor services to be rendered hereunder may be terminated at any time by written notice from either party, with or without cause. In that event, all finished and unfinished documents prepared for the Client, shall, at the option of Client, become its property and shall be delivered to it or any party it may designate, provided that MFSOK shall have no liability whatsoever for any subsequent use of such documents.

#### **IV. Successors and Assigns**

MFSOK may not assign its obligations under this Agreement without the written consent of Client except to a successor partnership or corporation to which all or substantially all of the assets and operations of MFSOK are transferred. Client may assign its rights and obligations under this Agreement to (but only to) any other public entity that incurs the loan. Client shall not otherwise assign its rights and obligations under this Agreement without written consent of MFSOK. All references to MFSOK and Client in this Agreement shall be deemed to refer to any successor of MFSOK and to any such assignee of Client and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

#### **V. Municipal Advisor Registration and Acknowledgement**

Pursuant to Municipal Securities Rulemaking Board Rule (MSRB) G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal advisory client and/or obligated person clients which include the following:

Municipal Finance Services, Inc. is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission (SEC) and the MSRB. MFSOK is also registered as an Investment Advisor with the State of Oklahoma.

Within the MSRB website at [www.msrb.org](http://www.msrb.org), the Client may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

#### **VI. Conflict of Interest Statement**

As of the date of this agreement, MFSOK has performed a reasonable diligence to determine if there are any conflicts of interest that should be brought to the attention of the Client. During the diligence process, MFSOK has determined that no material conflict of interest has been identified.

Since the compensation arrangement included in Section II includes a component that is based on the completion of a transaction, this may be viewed as a conflict of interest regarding our ability to provide unbiased advice to enter into such transaction. This viewed conflict of interest will not impair MFSOK's ability to render unbiased and competent advice to the Client. The fee paid to MFSOK increases the cost of borrowing to the Client. The increased cost occurs from compensating MFSOK for municipal advisory services provided.

MFSOK serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another MFSOK client. For example, MFSOK serves as municipal advisor to other advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, MFSOK could potentially face a conflict of interest arising from these competing client interests. MFSOK fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with its clients.

If MFSOK becomes aware of any, actual or potential conflict of interest not mentioned above during this agreement, MFSOK will promptly provide the Client a supplement written disclosure with sufficient details of the change, if any, which will allow the Client to evaluate the situation.

***VII. Legal Events and Disciplinary History***

A regulatory disclosure action has been made on MFSOK's Form MA and on Form MA-I for two of MFSOK's municipal advisory personnel relating to a 2017 U.S. Securities and Exchange Commission ("SEC") order. The details of which are available in Item 9; C (2), C (4), C (5) and the corresponding regulatory action DRP section on Form MA and Item 6: C (2), C (4), C (5), C (6) and the corresponding regulatory action DRP section on Form MA-I for both Rick A. Smith and Jon Wolff. In addition, the Oklahoma Department of Securities adopted the above proceedings which are identified in Item 9; D (2), D (4) and the corresponding regulatory action DRP section on Form MA.

The Client may electronically access MFSOK's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:

[www.sec.gov/edgar/searchedgar/companysearch.html](http://www.sec.gov/edgar/searchedgar/companysearch.html).

There has been no change to any legal or disciplinary event that has been disclosed on MFSOK's SEC registration for MA filings since December 18, 2017.

***VIII. Fiduciary Duty***

MFSOK is registered as a Municipal Advisor with the SEC and MSRB. As such, MFSOK has a Fiduciary duty to the Client and must provide both a Duty of Care and a Duty of Loyalty that entails the following.

Duty of Care:

- A. exercise due care in performing its municipal advisory activities;
- B. possess the degree of knowledge and expertise needed to provide the Client with informed advice;
- C. make a reasonable inquiry as to the facts that are relevant to the Client's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the Client; and
- D. undertake a reasonable investigation to determine that MFSOK is not forming any recommendation on materially inaccurate or incomplete information; MFSOK must have a reasonable basis for:
  - a. any advice provided to or on behalf of the Client;
  - b. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the Client, any other party involved in the municipal securities transaction or municipal financial product, or investors in the Client's securities; and
  - c. any information provided to the Client or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty:

MFSOK must deal honestly and with the utmost good faith with the Client and act in the Client's best interests without regard to the financial or other interests of MFSOK. MFSOK will eliminate or provide full and fair disclosure (included herein) to Client about each material conflict of interest (as applicable). MFSOK will not engage in municipal advisory activities with the Client as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the Client's best interests. As of the date of receipt of this attachment, MFSOK has performed a reasonable diligence to determine if there are any conflicts of interest that should be brought to the attention of the Client.

**IX. Recommendations**

If MFSOK makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the Client and is within the scope of the engagement, MFSOK will determine, based on the information obtained through reasonable diligence of MFSOK whether a municipal securities transaction or municipal financial product is suitable for the Client. In addition, MFSOK will inform the Client of:

- A. the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;
- B. the basis upon which MFSOK reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the Client; and
- C. whether MFSOK has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the Client's objectives.

If the Client elects a course of action that is independent of or contrary to the advice provided by MFSOK, MFSOK is not required on that basis to disengage from the Client.

**X. Record Retention**

Pursuant to SEC, MSRB and the Oklahoma Department of Securities record retention regulations, Municipal Finance Services, Inc. will maintain in writing, all communication and created documents between Municipal Finance Services, Inc. and the Client for six (6) years.

**Notices**

Any and all notices pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

**MFSOK:**

Municipal Finance Services, Inc.  
Attn: Jon Wolff, Vice-President  
3933 E. Covell Road  
Edmond, OK 73034

**CLIENT:**

Enid Municipal Authority  
P.O. Box 1768  
Enid, OK 73702-1768  
Attention: City Manager

**Acceptance**

If there are any questions regarding the above, please do not hesitate to contact MFSOK. If the foregoing terms meet with your approval, please indicate your acceptance by executing all original copies of this letter and keeping one copy for your file.

By signing this agreement, the Client acknowledges the provisions set forth in the agreement and understands its respective rights, duties, and responsibilities. Furthermore, the Scope of Services contained herein have been reviewed and are hereby approved. In addition, the Client acknowledges receipt of the Form ADV Part 2A Brochure and Part 2B Brochure Supplement.

Client and MFSOK have entered into this Agreement by the duly authorized representatives which was approved on July 2, 2019, at a meeting duly called and held in full compliance with the Oklahoma Open Meeting Act.

MUNICIPAL FINANCE SERVICES, INC.

By: \_\_\_\_\_  
Jon Wolff, Vice-President

ENID MUNICIPAL AUTHORITY

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

**City Commission Meeting**

17.1.

**Meeting Date:** 07/02/2019

**Submitted By:** Cary Huffhines, Executive Assistant

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**SUBJECT:**

**CONSIDER A RESOLUTION AUTHORIZING THE ENID PUBLIC TRANSPORTATION AUTHORITY TO ACCEPT A CONTRACT WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION, TRANSIT PROGRAMS DIVISION, FOR A GRANT UNDER 49 U.S.C. SECTION 5339(B), BUS AND BUS FACILITIES GRANT PROGRAM FOR FUNDS DURING THE 2019 FISCAL PROGRAM YEAR.**

**BACKGROUND:**

This resolution will authorize the acceptance of a contract with the Oklahoma Department of Transportation for FTA Section 5339(b) Program financial assistance for the purpose of vehicle replacements and associated equipment in support of public transportation, which will fund four new cutaway buses and all new radio equipment for dispatch and all public transportation vehicles.

**RECOMMENDATION:**

Consider resolution and take appropriate actions.

**PRESENTER:**

Mary Beth Williams, EPTA General Manager.

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**Attachments**

Resolution

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**RESOLUTION  
#5339-2019-2020**

**A RESOLUTION AUTHORIZING THE CHAIRMAN OF THE ENID PUBLIC  
TRANSPORTATION AUTHORITY OR HIS DELEGATE TO EXECUTE AN  
AGREEMENT BETWEEN THE OKLAHOMA DEPARTMENT OF TRANSPORTATION,  
TRANSIT PROGRAMS DIVISION, AND THE ENID PUBLIC TRANSPORTATION  
AUTHORITY FOR A GRANT UNDER 49 U.S.C. SECTION 5339(b), BUS AND BUS  
FACILITIES DISCRETIONARY GRANT PROGRAM.**

**WHEREAS**, Section 5339(b) of Title 49 U.S.C. provides that eligible recipients may receive federal funds through the Federal Transit Administration to enhance the access of persons living in rural areas to health care, shopping, education, recreation, public services, and employment; and,

**WHEREAS**, the Oklahoma Department of Transportation (“ODOT”) has received federal funds through the Section 5339(b) Bus and Bus Facilities Grant Program (“Grant”); and,

**WHEREAS**, Enid Public Transportation Authority (“EPTA”) submitted a Fiscal Year 2019-2020 Grant Application for financial assistance; and,

**WHEREAS**, EPTA was selected by the Oklahoma Department of Transportation as a sub recipient for the Grant; and,

**WHEREAS**, in order to receive the Grant funds, EPTA must execute an agreement adopting the general terms and conditions for Grant projects.

**NOW THEREFORE, BE IT RESOLVED** by the Trustees of the Enid Public Transportation Authority, that the Chairman or his delegate is authorized to execute an agreement between the Oklahoma Department of Transportation and the Enid Public Transportation Authority.

**APPROVED AND EXECUTED** this 2nd day of July, 2019.

Enid Public Transportation Authority

\_\_\_\_\_  
George Pankonin, Chairman

(SEAL)

ATTEST:

\_\_\_\_\_  
Alissa Lack, Secretary

Approved as to Form and Legality:

\_\_\_\_\_  
Carol Lahman, Trust Attorney