



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

---

BOARD OF COMMISSIONERS

---

NOTICE OF MEETINGS

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

Notice is hereby given that the Mayor and Board of Commissioners of the City of Enid, Oklahoma, the Trustees of the Enid Municipal Authority, a Public Trust, the Trustees of the Enid Economic Development Authority, a Public Trust, and the Trustees of the Enid Public Transportation Authority, a Public Trust will meet in regular session at 6:30 p.m. on the 20th day of February 2020, in the Council Chambers of the City Administration Building, located at 401 W. Owen K. Garriott Road in said city, pursuant to notice given by December 15, 2019 to the Clerk of the City of Enid, and pursuant to notice thereof displayed at the entrance of the Administration Building of said city, in prominent view and which notice was posted prior to 5:00 P.M. on the 19th day of February 2020, 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 FEBRUARY 4, 2020.
5. AWARDS, PRESENTATIONS, PROCLAMATIONS, AND ORGANIZATIONAL BUSINESS.
  1. PRESENT PET AVAILABLE FOR ADOPTION AT THE CITY ANIMAL SHELTER.
  2. PROCLAMATION PRESENTATION TO EAGLE SCOUT, ROBERT HAAS III.
6. ADMINISTRATION.

1. REVIEW A SIGN REQUEST FOR PROPERTY LOCATED AT 2327 WEST OWEN K. GARRIOTT ROAD, TO DETERMINE IF THE PROPOSED SIGN CAN BE LOCATED IN AN EASEMENT UNDER SECTION 11-13-9(D) OF THE ENID MUNICIPAL CODE (EMC), SPECIFIC ECONOMIC DEVELOPMENT OPPORTUNITIES, AND TAKE APPROPRIATE ACTION.
2. CONSIDER A RESOLUTION AMENDING THE 2019-2020 FISCAL YEAR CAPITAL IMPROVEMENT FUND BUDGET BY REDUCING APPROPRIATIONS IN THE AMOUNT OF \$300,000.00, TO DECREASE THE 2019-2020 APPROPRIATED AMOUNTS FOR THE CAPITAL IMPROVEMENT DEPARTMENT, AND AMENDING THE 2019-2020 FISCAL YEAR STREET AND ALLEY FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$300,000.00 TO INCREASE THE 2019-2020 APPROPRIATED AMOUNTS FOR THE STREET AND ALLEY DEPARTMENT.
3. CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 6, ENTITLED "MOTOR VEHICLES AND TRAFFIC", CHAPTER 1, ENTITLED "GENERAL TRAFFIC PROVISIONS", TO ADD SECTION 6-1-15 ENTITLED "DOCUMENTS REQUIRED DURING OPERATION OF MOTOR VEHICLE", TO REQUIRE REGISTRATION TO BE IN VEHICLE WITH EXCEPTION AND PENALTY; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.
4. CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 5, ENTITLED "PUBLIC SAFETY", CHAPTER 5, ENTITLED "GENERAL OFFENSES", ARTICLE H, ENTITLED "DRUG AND ALCOHOL RELATED OFFENSES", SECTION 5-5H-2, ENTITLED "ALCOHOL RESTRICTIONS; INTOXICATION", TO ADD DEFINITION OF "LICENSEE" AND SPECIFY THE HOURS OF OPERATION FOR LICENSEES THAT PROVIDE ALCOHOLIC BEVERAGE FOR CONSUMPTION ON PREMISE, WITH PENALTY OF VIOLATION OF SAID HOURS; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.
5. APPROVE A RESOLUTION AUTHORIZING AN APPLICATION BY THE CITY OF ENID FOR THE STATE OF OKLAHOMA PUBLIC PRIVATE PARTNERSHIP POOLED FINANCE PROGRAM FOR ASSISTANCE FOR CRITICAL INFRASTRUCTURE FUNDING FOR A NEW ENLISTED HOUSING DORMITORY FACILITY FOR VANCE AIR FORCE BASE.
7. CONSENT.
  1. AWARD CONTRACTS FOR MOWING AND CLEANING OF LOTS FOR THE CODE DEPARTMENT'S ABATEMENT PROGRAM FOR THE YEAR 2020 TO ALVARADO'S QUALITY SERVICE, 4 SEASONS OUTDOOR SERVICES, HRT SERVICE COMPANY, AND RON'S MOWING; EXECUTE CONTRACT DOCUMENTS.
  2. AWARD A CONTRACT TO BYRUM ELECTRIC, LLC, ENID, OKLAHOMA, FOR PROJECT NO. P-2001, KELLET PARK LIGHTING UPGRADE, PHASE I, IN THE AMOUNT OF \$225,840.31 AND 27 DAYS, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS.
  3. AWARD A CONTRACT TO CIMARRON CONSTRUCTION COMPANY, OKLAHOMA CITY, OKLAHOMA, FOR PROJECT NO. W-1907C1, 200 BLOCK OF WEST MAPLE AVENUE WATERLINE RELOCATION, IN THE AMOUNT OF \$224,894.00 AND 90 DAYS, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS.

4. ACCEPT A CORRECTION TO A PERMANENT UTILITY EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT FROM THE EDENS FAMILY LAND TRUST, OF OSAGE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R2, PARCEL NO. O-002.
5. ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY CONSTRUCTION EASEMENT FROM DOUGLAS MELVIN WILSON FAMILY REVOCABLE TRUST, OF KAY COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R1, PARCEL NO. K-008, IN THE AMOUNT OF \$10,725.00, AND AUTHORIZE PAYMENT.
6. APPROVAL OF CLAIMS IN THE AMOUNT OF \$3,920,670.03.
8. RECESS TO CONVENE AS THE ENID MUNICIPAL AUTHORITY.
9. TRUSTEES OF THE ENID MUNICIPAL AUTHORITY REGULAR MEETING.
10. ENID MUNICIPAL AUTHORITY REGULAR MEETING.
  1. APPROVAL OF CLAIMS IN THE AMOUNT OF \$322,393.70.
  2. CONSIDER A RESOLUTION AMENDING THE 2019-2020 FISCAL FINANCIAL PLAN FOR THE ENID MUNICIPAL AUTHORITY BY REDUCING THE TRANSFER TO THE CAPITAL IMPROVEMENT FUND IN THE AMOUNT OF \$300,000.00 AND INCREASING THE TRANSFER TO THE STREET AND ALLEY FUND IN THE AMOUNT OF \$300,000.00.
11. ADJOURN TO CONVENE AS THE ENID ECONOMIC DEVELOPMENT AUTHORITY.
12. TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY REGULAR MEETING.
13. ENID ECONOMIC DEVELOPMENT AUTHORITY REGULAR MEETING.
  1. APPROVAL OF CLAIMS IN THE AMOUNT OF \$2,000.00.
14. ADJOURN TO CONVENE AS THE ENID PUBLIC TRANSPORTATION AUTHORITY.
15. TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY REGULAR MEETING.
16. ENID PUBLIC TRANSPORTATION AUTHORITY REGULAR MEETING.
  1. APPROVAL OF CLAIMS IN THE AMOUNT OF \$41,022.68.
17. ADJOURN TO RECONVENE AS THE ENID CITY COMMISSION.
18. PUBLIC COMMENT.
19. ADJOURN.



**City Commission Meeting**

**4.**

**Meeting Date:** 02/20/2020

---

**SUBJECT:**

**CONSIDER APPROVAL OF MINUTES OF THE REGULAR COMMISSION MEETING OF FEBRUARY 4, 2020.**

---

**Attachments**

Minutes

---

MINUTES OF REGULAR MEETING OF THE  
MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA,  
TRUSTEES OF THE ENID MUNICIPAL AUTHORITY, A PUBLIC TRUST,  
TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY, A PUBLIC TRUST,  
AND TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY, A PUBLIC TRUST  
HELD ON THE 4TH DAY OF FEBRUARY 2020

The Mayor and Board of Commissioners of the City of Enid, County of Garfield, State of Oklahoma, the Trustees of the Enid Municipal Authority, a Public Trust, the Trustees of the Enid Economic Development Authority, a Public Trust, and the Trustees of the Enid Public Transportation Authority, a Public Trust, met in regular session at 6:30 P.M. on the 4th day of February 2020, in the Council Chambers of the Administration Building of the City of Enid, located at 401 West Owen K. Garriott Road in said city, pursuant to notice given by December 15, 2019 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 February 2020.

-MAYOR AND BOARD OF COMMISSIONERS-

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

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

ABSENT: Commissioner Stallings.

Staff present were City Manager Jerald Gilbert, Assistant City Manager Scott Morris, City Attorney Carol Lahman, City Clerk Alissa Lack, Chief Financial Officer Erin Crawford, Director of Engineering Services Chris Gdanski, Public Works Director Everett Glenn, City Planner Chris Bauer, Assistant Fire Chief Bill Burkhart, Police Captain Bryan Skaggs, Human Resources Director Sonya Key, and Ex-Officio Member Colonel Jay Johnson.

\*\*\*\*\*

Pastor David Camp of Emmanuel Baptist Church gave the Invocation, and the Flag Salute was led by Ms. Diane Levesque.

\*\*\*\*\*

Motion was made by Commissioner Ezzell and seconded by Commissioner Waddell to approve the minutes of the regular Commission meeting of January 23, 2020, and the vote was as follows:

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

NAY: None.

\*\*\*\*\*

Adoption Coordinator Erica Huffman presented “Sparkles”, a 1-year-old female long-hair cat available for adoption at the Enid Animal Shelter.

\*\*\*\*\*

Mr. Greg Gregory, of Tech Services, was recognized for his commitment and service to the City of Enid, as he retires after thirty-five years of employment with the City.

\*\*\*\*\*

City Manager Jerald Gilbert and Assistant City Manager Scott Morris introduced City of Enid Employees of the Month. The list included the following:

- Ms. Gina George, Public Utilities
- Mr. Kim Haley, Public Works
- Ms. Stephanie Moffitt, Administration

\*\*\*\*\*

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

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

NAY: None.

- (1) Approval of Change Order No. 6 with Luckinbill, Inc., for Project S-1704A, the 2017 Sanitary Sewer Point Repair Program, in the deduct amount of \$963.14; and accept the project, as completed by the contractor;

- (2) Acceptance of Project No. S-1908C, Soccer Park Sanitary Sewer Improvements, as completed by the contractor, Luckinbill, Inc.;
- (3) Approval of Change Order No. 2 with EMC Services, LLC, for Project F-1812C, Channel Improvements from Mayberry Street to Hoover Street, to add an additional 100 feet of channel improvements to the project, in the amount of \$76,120.00, and add 50 days to the contract time; authorize the Mayor to execute all documents;
- (4) Acceptance of the Oklahoma Department of Environmental Quality (ODEQ) Permit WL000024191047, to remove and replace the existing water line in the 200 block of West Maple Avenue, as a part of the Local Street Improvement Program;
- (5) Authorize payment to Harold and Lisa Coffman, in the amount of \$58,355.00, for damages to Parcel G-096, related to Project No. W-1912R4, Kaw Lake Water Supply Program;
- (6) Approval to authorize payment to Barry and Cheryl Lane, Noble County, Oklahoma, for easements and damages related to Permanent Waterline Easements and Temporary Construction Easements related to the Kaw Lake Water Supply Program, Project No. W-1912R1 And W-1912R3, for Parcels K-027, K-019, and N-027 and accept the easements, in the total amount of \$85,797.00;

(Copy Description)

- (7) Acceptance of the following described Permanent Utility Easement, located in a part of Tract 13 (also known as Block 13), Rose Hill Subdivision, from Christopher W. Scott and Renee D. Scott, Garfield County, Oklahoma, for development in the Kaw Lake Water Supply Program, Project No. W-1912R4, Parcel No. G-078; in the amount of \$ 2,175.00; and authorize payment;

(Copy Description)

- (8) Acceptance of the following described Permanent Utility Easement and Temporary Construction Easement from the Charlene F. Hermanski and the Hermanski Revocable Trust, for a part of the NW/4 of Section 29, Township 23 North, Range 5 West of the Indian Meridian, Garfield County, State of Oklahoma, for development in the Kaw Lake Water Supply Program, Project W-1912R4, Parcel No. G-002, in the amount of \$19,475.00; and authorize payment;

(Copy Description)

- (9) Acceptance of the following described Permanent Utility Easement and Temporary Construction Easement from the Edens Family Land Trust, for a part of the SE/4 of Section 3, Township 25 North, Range 3 East of the Indian Meridian, Osage County, State of Oklahoma, for development in the Kaw Lake Water Supply Program, Project W-1912R2, Parcel No. O-002A, in the amount of \$7,800.00; and authorize payment;

(Copy Description)



- (10) Acceptance of the following described Permanent Utility Easement and Temporary Construction Easement from Bluecat, LLC, for a part of the SE/4 of Section 15, Township 23 North, Range 4 West of the Indian Meridian, Garfield County, State of Oklahoma, for development in the Kaw Lake Water Supply Program, Project W-1912R4, Parcel No. G-223, in the amount of \$3,300.00; and authorize payment;

(Copy Description)

- (11) Acceptance of the following described Permanent Utility Easement and Temporary Construction Easement from Harold Brent Coffman, Jr., and Lisa Coffman, for a part of the NE/4 of the NW/4 of Section 26, Township 23 North, Range 7 West of the Indian Meridian, Garfield County, State of Oklahoma, for development in the Kaw Lake Water Supply Program, Project W-1912R4, Parcel No. G-096, in the amount of \$8,150.00; and authorize payment;

(Copy Description)

- (12) Acceptance of the following described Permanent Utility Easement and Temporary Construction Easement from Charles K. Prickett and Carol E. Prickett, and the Donna A. Tefft Revocable Trust, for a part of the NE/4 of Section 33, Township 23 North, Range 7 West of the Indian Meridian, Garfield County, State of Oklahoma, for development in the Kaw Lake Water Supply Program, Project W-1912R4, Parcel No. G-277, in the amount of \$19,000.00; and authorize payment;

(Copy Description)

- (13) Acceptance of the following described Permanent Utility Easement and Temporary Construction Easement from the Edgar D. Snyder Revocable Trust, for a part of the SW/4 of Section 19, Township 25 North, Range 2 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-028, in the amount of \$15,550.00; and authorize payment;

(Copy Description)

- (14) Acceptance of the following described Corrected Permanent Utility Easement and Corrected Temporary Construction Easement from Cary Jean Wyatt, for a part of the NW/4 of the NE/4 of Section 18, Township 25 North, Range 3 East of the Indian Meridian, Osage County, State of Oklahoma, for development in the Kaw Lake Water Supply Program, Project W-1912R2, Parcel No. O-042;

(Copy Description)

- (15) Acceptance of the following described Permanent Utility Easement and Temporary Construction Easement from Cary Jean Wyatt, for a part of the Tract 5 Subdivision of the SE/4 of Section 7, Township 25 North, Range 3 East of the Indian Meridian, Osage County, State of Oklahoma, for development in the Kaw Lake Water Supply Program, Project W-1912R2, Parcel No. O-044, in the amount of \$1,375.00; and authorize payment;

(Copy Description)

- (16) Approval of a lease agreement with David Allen Memorial Ballpark, Inc. and Independent School District No. 57 of Garfield County, Oklahoma, to provide a lease term of twenty-five years, with an additional renewals option;

and

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

(List Claims)

\*\*\*\*\*

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

- TRUSTEES OF THE ENID MUNICIPAL AUTHORITY -

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

ABSENT: Trustee Stallings.

\*\*\*\*\*

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

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

NAY: None.

(List Claims)

\*\*\*\*\*

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

-TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY-

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

ABSENT: Trustee Stallings.

\*\*\*\*\*

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

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

NAY: None.

(List Claims)

\*\*\*\*\*

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

- TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY –

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

ABSENT: Trustee Stallings.

\*\*\*\*\*

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

NAY: None.

(List Claims)

\*\*\*\*\*

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

- MAYOR AND BOARD OF COMMISSIONERS -

Ms. Diane Levesque, 1324 West Oak Avenue, spoke regarding Monarch Butterfly Conservation, illegal logging in Mexico, and an avocado boycott. Additionally, she expressed concern regarding Altice licensing and PEG channels.

\*\*\*\*\*

Motion was made by Commissioner Waddell and seconded by Commissioner Mason to convene into Executive Session to discuss the Suddenlink Franchise renewal negotiations, and the vote was as follows:

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

NAY: None.

\*\*\*\*\*

In Executive Session, the Commission discussed the Suddenlink Franchise negotiations.

\*\*\*\*\*

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

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

NAY: None.

The meeting reconvened at 7:56 P.M.

\*\*\*\*\*

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

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

NAY: None.

The meeting adjourned at 7:56 P.M.

**City Commission Meeting**

**6. 1.**

**Meeting Date:** 02/20/2020

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

---

**SUBJECT:**

**REVIEW A SIGN REQUEST FOR PROPERTY LOCATED AT 2327 WEST OWEN K. GARRIOTT ROAD, TO DETERMINE IF THE PROPOSED SIGN CAN BE LOCATED IN AN EASEMENT UNDER SECTION 11-13-9(D) OF THE ENID MUNICIPAL CODE (EMC), SPECIFIC ECONOMIC DEVELOPMENT OPPORTUNITIES, AND TAKE APPROPRIATE ACTION.**

**BACKGROUND:**

A new Jiffy Trip will be constructed at 2327 West Owen K. Garriott Road. The property is zoned C-3 General Commercial District. The applicant is seeking to locate the monument sign in the northwest corner of the property in the landscape strip, which is also designated as a 50-foot access easement. The proposed monument sign is prohibited from being in the access easement pursuant to Section 11-13-5A.3 of the Enid Municipal Code 2014. See the attached site plan.

This request is made pursuant to Section 11-13-9(d) of the Enid Municipal Code 2014, which allows the City Commission to review and approve proposed signs that are not in strict compliance with the Enid Municipal Code 2014 when, because of specific economic development considerations, would be in the interest of the City.

**RECOMMENDATION:**

Review the proposed sign package.

**PRESENTER:**

Jerald Gilbert, City Manager

---

**Attachments**

Application

Photo

Site plan & sign plans

---



Planning & Zoning Department  
Chris Bauer, Planning Administrator  
cbauer@enid.org  
580-616-7217  
PO Box 1768, 401 West Garriott  
Enid OK 73702

**APPLICATION FOR REVIEW OF SIGN REGULATIONS FOR  
SPECIFIC ECONOMIC DEVELOPMENT OPPORTUNITIES**

(Due 15 days prior to Mayor and Board of Commissioners meeting date)

I, or We, hereby petition the **MAYOR AND BOARD OF COMMISSIONERS** for a review to the following provision of the City of Enid Sign Ordinance, Section(s): \_\_\_\_\_

11-13-9 D:1, 11-13-J:3

I, or we, have attached a site plan of the proposed development and proposed sign package.

Allowable sign square footage: N/A

Requested sign square footage: N/A


Located at 2327 West Owen K Garriott (street address):

Legal description: Lot 1, Block 1 , The District

Current zoning of property: C-3

Reasons for review and approval of the proposed sign package: Variance requested as the sign ordinance is an impediment to economic development 11-13-9 D.

Dated this 29 day of January, 2020.

Applicant's signature:  Telephone: 580-278-9686

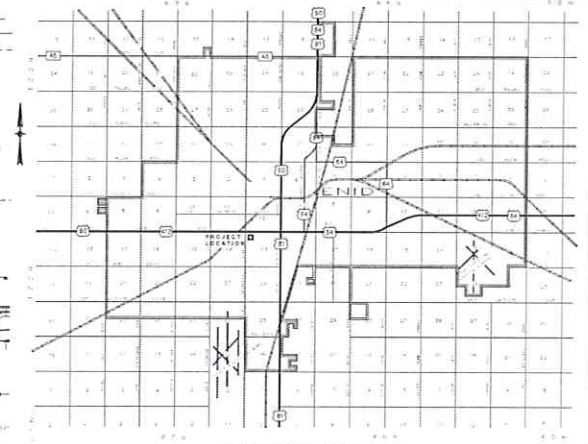
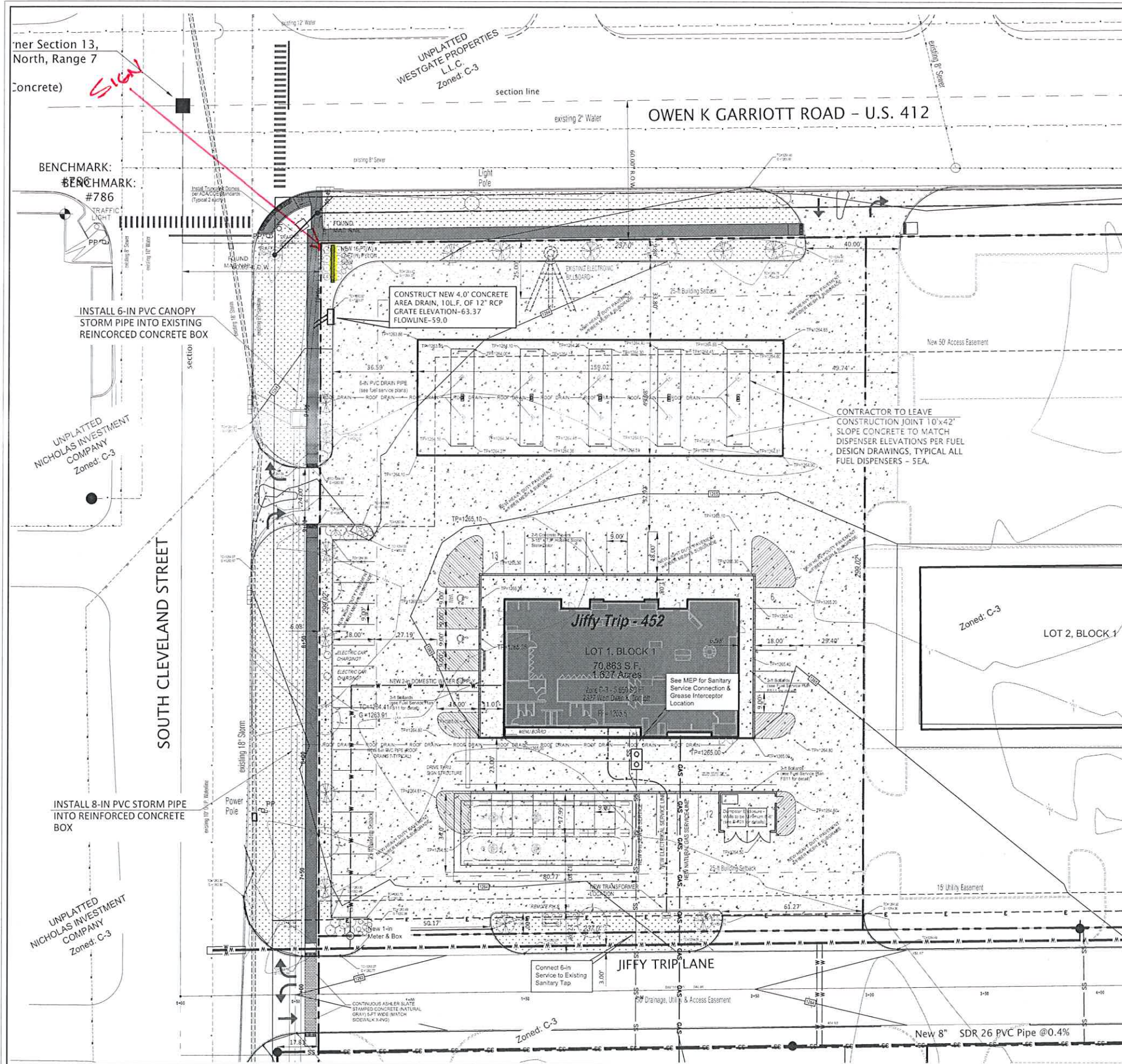
Printed Name: Don Rose Email: d.rose@jiffytrip.com

Address: 1710 West Willow , Enid

Mayor and Board of Commissioners meeting date: 2-20-20







**LEGAL DESCRIPTION**  
 LOT 1, BLOCK 1, THE DISTRICT SUBDIVISION OF THE NW/4 OF SECTION 13, TOWNSHIP 22 NORTH, RANGE 7 W.1.M., GARFIELD COUNTY, OKLAHOMA.

**LEGEND**

	Bald Cypress Tree 2-in Caliper 6 Ea.		Existing Contours
	Multi Trunk Crape Myrtle 5-Gal. - 12Ea.		New Property Line
	Evergreen Shrubs 3-Gal. - 25 Ea.		Proposed Contours
	Seasonal Planting Verily Flowers - 3 Beds		New Parking Striping
			New Dimensions
			New Curb Dimensions L=0.0' R=0.0'
			Existing Pavement
			New Pavement
			New Sidewalk
			Proposed Structure

**Site Data**

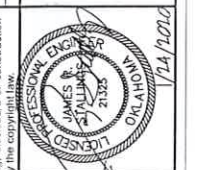
Property Zoning	C-3
Proposed Developed Area	70,863 S.F. 1.627 Acres
Existing Impervious Area	49,840 s.f.
New Impervious Area	69,270 s.f.
Net Impervious Added	19,430 s.f.
Stormwater Development Fee	\$
New Building	5,650 s.f. Single Story 16'-6" Roof 30'-0" Parapet
Total Parking Required	12
Total Parking Provided	53
Landscaping Required 5%	3,500 s.f.
Landscaping Provided	3,930 s.f.

BENCHMARK: CITY OF ENID # 786-Mag Nail w/Washer CA828 top curb Northeast corner parking lot @ the Southwest Corner of Cleveland & Garriott.  
 HORIZ. DATUM- NAD 83 STATE PLANE- N-506233.798 E-1995556.544  
 VERTICAL DATUM- NAVD 88-1265.24 NGVD29-1264.75

NO.	DATE	REVISION	DRAWN BY	CHECKED BY

**COPYRIGHT**  
 This document and the information contained herein may NOT be reproduced or transmitted in any form or by any means without the express written permission of Envirotech Engineering & Consulting, Inc. Unauthorized copying, disclosure or construction are prohibited by the copyright owner.

**ENVIROTECH**  
 ENGINEERING & CONSULTING, INC.  
 2500 North 14th Street, Enid, Oklahoma 73700  
 Phone (580) 234-8780, Fax (580) 237-4312  
 C.A. #1900 - Expiration Date: 6-30-2020  
 www.envirotechinc.com



**HAMMER WILLIAMS COMPANY**  
 1710 West Willow Road  
 Enid, Oklahoma 73703  
 Phone 580.234.3971



**SITE PLAN**  
 THE DISTRICT

Date: January 24, 2020  
 Scale: 1"=20'  
 Designed by: C. Burdick  
 Drawn by: C. Burdick  
 Checked by: J. Stallings  
 Project No.: 19.194



**City Commission Meeting**

6. 2.

**Meeting Date:** 02/20/2020

**Submitted By:** Erin Crawford, Chief Financial Officer

---

**SUBJECT:**

**CONSIDER A RESOLUTION AMENDING THE 2019-2020 FISCAL YEAR CAPITAL IMPROVEMENT FUND BUDGET BY REDUCING APPROPRIATIONS IN THE AMOUNT OF \$300,000.00, TO DECREASE THE 2019-2020 APPROPRIATED AMOUNTS FOR THE CAPITAL IMPROVEMENT DEPARTMENT, AND AMENDING THE 2019-2020 FISCAL YEAR STREET AND ALLEY FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$300,000.00 TO INCREASE THE 2019-2020 APPROPRIATED AMOUNTS FOR THE STREET AND ALLEY DEPARTMENT.**

**BACKGROUND:**

At the Council Meeting of January 23, 2020, funds were unappropriated for several contracts. This item would repurpose \$300,000.00 of those funds for the 2019-2020 Concrete Repair Program in the Street & Alley Fund.

**RECOMMENDATION:**

Approve resolution

**PRESENTER:**

Jennifer Smith, Accounting Manager

---

**Attachments**

Resolution

---

**RESOLUTION**

**A RESOLUTION AMENDING THE 2019-2020 CAPITAL IMPROVEMENT FUND BUDGET BY REDUCING APPROPRIATIONS IN THE AMOUNT OF \$300,000.00 TO DECREASE THE 2019-2020 APPROPRIATED AMOUNTS FOR THE CAPITAL IMPROVEMENT DEPARTMENT AND AMENDING THE 2019-2020 FISCAL YEAR STREET & ALLEY FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$300,000.00 TO INCREASE THE 2019-2020 APPROPRIATED AMOUNTS FOR THE STREET & ALLEY DEPARTMENT.**

**WHEREAS**, the City Commission adopted the 2019-2020 fiscal financial plan to include a \$4,259,000.00 transfer from the Enid Municipal Authority to the Capital Improvement Fund for the purpose of funding selected projects; at the January 23, 2020 council meeting purchase orders totaling \$816,097.32 were canceled and those appropriations are now available to repurpose; and

**WHEREAS**, a repurpose of funds transferred out of the Enid Municipal Authority is recommended to decrease \$300,000 to the Capital Improvement Fund and increase \$300,000.00 to the Street & Alley Fund to expand the concrete point repair program; and

**WHEREAS**, funds will be transferred from the Enid Municipal Authority to the Street and Alley Fund Street & Alley Department to provide the necessary funding for the concrete repairs; and

**WHEREAS**, there are funds available in the Enid Municipal Authority fiscal financial plan,

**AND NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA, THAT THE CITY OF ENID 2019-2020 BUDGET BE AMENDED TO DECREASE THE APPROPRIATIONS FOR THE CAPITAL IMPROVEMENT FUND CAPITAL IMPROVEMENT DEPARTMENT AND INCREASE THE APPROPRIATIONS FOR THE STREET & ALLEY FUND STREET & ALLEY DEPARTMENT:**

<b>FUND 40 CAPITAL IMPROVEMENT FUND</b>	
Revenues	(\$300,000.00)
Capital Improvement Department	(\$300,000.00)
<b>FUND 30 STREET &amp; ALLEY FUND</b>	
Revenues	\$300,000.00
Street & Alley Department	\$300,000.00

Adopted this 20th day of February 2020.

---

Mayor

(Seal)

ATTEST:

---

City Clerk

**City Commission Meeting**

**6. 3.**

**Meeting Date:** 02/20/2020

**Submitted By:** Chelsea Ehalt, Legal Executive Assistant

---

**SUBJECT:**

**CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 6, ENTITLED “MOTOR VEHICLES AND TRAFFIC”, CHAPTER 1, ENTITLED “GENERAL TRAFFIC PROVISIONS”, TO ADD SECTION 6-1-15 ENTITLED “DOCUMENTS REQUIRED DURING OPERATION OF MOTOR VEHICLE”, TO REQUIRE REGISTRATION TO BE IN VEHICLE WITH EXCEPTION AND PENALTY; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.**

**BACKGROUND:**

This ordinance was reviewed at the February 4, 2020 Study Session. The State has transitioned from allowing tags on vehicles to be transferred with the vehicle to the new owner, to requiring the new owner to tag the car within 5 days of the transfer. As part of this transition, the State requires operators to keep a registration certificate in the motor vehicle to exhibit to a police officer on demand. This ordinance mirrors state law. The penalty for violation is a maximum fine of \$300.00, plus costs.

**RECOMMENDATION:**

Approve the ordinance.

**PRESENTER:**

Carol Lahman

---

**Attachments**

Vehicle Registration Ordinance

---

**ORDINANCE NO. 2020-**

**AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 6, ENTITLED MOTOR VEHICLES AND TRAFFIC CHAPTER 1, ENTITLED GENERAL TRAFFIC PROVISIONS TO ADD SECTION 6-1-15 ENTITLED DOCUMENTS REQUIRED DURING OPERATION OF MOTOR VEHICLE TO REQUIRE REGISTRATION TO BE IN VEHICLE WITH EXCEPTION AND PENALTY; 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 6-1-15 of the Enid Municipal Code, 2014, is to read as follows:

6-1-15:        **DOCUMENTS REQUIRED DURING OPERATION OF MOTOR VEHICLE<sup>1</sup>**

A. No person shall operate a motor vehicle, without having one of the following documents in the motor vehicle which upon demand is to be exhibited to a police officer:

1. Registration certificate or an official copy thereof;
2. True copy of rental or lease documentation issued for a motor vehicle;
3. Registration certificate or an official copy thereof issued for a replacement vehicle in the same registration period;
4. Temporary receipt printed upon self-initiated electronic renewal of a registration via the Internet; or
5. Cab card issued for a vehicle registered under the International Registration Plan.

B. Exception: The provisions of subsection A of this section shall not apply during the first thirty days after purchase of a motor vehicle.

---

<sup>1</sup> State Law: 47 O.S. §1112.3

C. Penalty: A violation of this section is punishable by a maximum fine of \$300.00, plus costs.

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 6-1-15 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 February, 2020.

CITY OF ENID, OKLAHOMA

\_\_\_\_\_  
George C. Pankonin, Mayor

(SEAL)

ATTEST

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

Approved as to Form and Legality:

\_\_\_\_\_  
Carol Lahman, City Attorney



**City Commission Meeting**

**6. 4.**

**Meeting Date:** 02/20/2020

**Submitted By:** Chelsea Ehalt, Legal Executive Assistant

---

**SUBJECT:**

**CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 5, ENTITLED "PUBLIC SAFETY", CHAPTER 5, ENTITLED "GENERAL OFFENSES", ARTICLE H, ENTITLED "DRUG AND ALCOHOL RELATED OFFENSES", SECTION 5-5H-2, ENTITLED "ALCOHOL RESTRICTIONS; INTOXICATION", TO ADD DEFINITION OF "LICENSEE" AND SPECIFY THE HOURS OF OPERATION FOR LICENSEES THAT PROVIDE ALCOHOLIC BEVERAGE FOR CONSUMPTION ON PREMISE, WITH PENALTY OF VIOLATION OF SAID HOURS; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.**

**BACKGROUND:**

State law provides that no alcoholic beverages shall be sold, served, or consumed on the premises between the hours of 2:00 a.m. and 8:00 a.m. (37A O.S. § 3-125 (A)). It also allows municipalities to enact ordinances that require on premise licensees to be closed to the public between the hours of 2:00 a.m. and 6:00 a.m. The Police Department has requested this ordinance because some bars are staying open after 2:00 a.m., and enforcement of the state law that restricts sale, service, and consumption after 2:00 a.m. would be easier to monitor if the bars were required to close at 2:00 a.m. This ordinance was reviewed at the February 4, 2020 Study Session.

**RECOMMENDATION:**

Approve the ordinance.

**PRESENTER:**

Carol Lahman

---

**Attachments**

Bar Hours of Operation Ordinance

---

**ORDINANCE NO. 2020-\_\_**

**AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 5, ENTITLED PUBLIC SAFETY CHAPTER 5, ENTITLED GENERAL OFFENSES , ARTICLE H, ENTITLED DRUG AND ALCOHOL RELATED OFFENSES , SECTION 5-5H-2 ENTITLED ALCOHOL RESTRICTIONS; INTOXICATION TO ADD DEFINITION OF LICENSEE AND SPECIFY THE HOURS OF OPERATION FOR LICENSEES THAT PROVIDE ALCOHOLIC BEVERAGE FOR CONSUMPTION ON PREMISE, WITH PENALTY OF VIOLATION OF SAID HOURS; 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 5, Chapter 5, Article H, Section 5-5H-2 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

5-5H-2: ALCOHOL RESTRICTIONS; INTOXICATION:

Definitions: As used in this section, the following words and phrases shall have the meanings respectfully ascribed to them in this section:

**ALCOHOL:** Means and includes hydrated oxide of ethyl, ethyl alcohol, ethanol or spirits of wine, from whatever source or by whatever process produced. It does not include wood alcohol or alcohol which has been denatured or produced as denatured in accordance with Acts of Congress and regulations promulgated thereunder.

**ALCOHOLIC BEVERAGE:** Means alcohol, spirits, beer and wine as those terms are defined by 37A of the Oklahoma Statutes and also includes every liquid or solid, patented or not, containing alcohol, spirits, wine or beer and capable of being consumed as a beverage by human beings.

**LICENSEE:** Means any person holding a license under the Oklahoma Alcoholic Beverage Control Act, and any agent, servant or employee of such licensee while in the performance of any act or duty in connection with the licensed business or on the licensed premises.

A. Public Intoxication<sup>1</sup>:

1. No person shall be drunk or intoxicated on any public or private road, or in any public conveyance, or any public place or building, or at any public gathering, from drinking or consuming any alcoholic beverage, intoxicating substance, intoxicating compound, or

---

<sup>1</sup> 37A O.S. §6-101(8)

from inhalation of glue, paint, or other intoxicating substance. No person shall be drunk or intoxicated from any cause and shall disturb the peace of any person.

2. The violation of this subsection shall be punishable by a fine of not less than ten dollars (\$10.00) nor more than one hundred dollars (\$100.00) plus costs.

**B. Consumption Of Alcohol:**

1. No person shall consume or possess any alcoholic beverage in any street, alley or other public place, except:

- a. As authorized as part of a special event pursuant to section 1-15-9 of this Code; or,
- b. Wine and beer in City owned parks.

2. The violation of this subsection shall be punishable by a fine of not less than ten dollars (\$10.00) nor more than one hundred dollars (\$100.00) plus costs.

(Ord. 2018-23, 8-21-2018, eff. 10-1-2018)

**C. Hours of Operation<sup>2</sup>:**

1. No licensee who provides alcoholic beverages for consumption on premises may open before 6:00 AM or close later than 2:00 AM.

2. The violation of this subsection shall be punishable by a fine of five hundred (\$500.00), plus costs.

**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.

---

<sup>2</sup> 37A O.S. §4-101.

Section V: Codification. This ordinance shall be codified as Title 5, Chapter 5, Article H, Section 5-5H-2 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 February, 2020.

CITY OF ENID, OKLAHOMA

(SEAL)

\_\_\_\_\_  
George C. Pankonin, Mayor

ATTEST:

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

Approved as to Form and Legality:

\_\_\_\_\_  
Carol Lahman, City Attorney

**City Commission Meeting**

**6. 5.**

**Meeting Date:** 02/20/2020

**Submitted By:** Jennifer Jensen, Engineering Executive Assistant

---

**SUBJECT:**

**APPROVE A RESOLUTION AUTHORIZING AN APPLICATION BY THE CITY OF ENID FOR THE STATE OF OKLAHOMA PUBLIC PRIVATE PARTNERSHIP POOLED FINANCE PROGRAM FOR ASSISTANCE FOR CRITICAL INFRASTRUCTURE FUNDING FOR A NEW ENLISTED HOUSING DORMITORY FACILITY FOR VANCE AIR FORCE BASE.**

**BACKGROUND:**

A new program, called the State of Oklahoma Public-Private Partnership Pooled Finance Program, was created in the last legislative session, effective November 1, 2019, that allows municipalities to submit for critical infrastructure funding that benefits the State and local community. Funds are generated through the annual rebate of employee State of Oklahoma income tax withholdings, paid by local private entities that have retained jobs, created new jobs, or increased wages due to an infrastructure improvement that benefits the private entities and is owned by the public entity. The Oklahoma Development Finance Authority administers the program and the Oklahoma Department of Commerce scores the applications and performs the assessment of the size of the incentive to ensure it is net benefit neutral to the State. The City is working on an application for funding assistance through this program for the number one priority for Vance Air Force Base, which is a new enlisted housing dormitory facility, which the City would build, own, and lease to the Air Force. The project currently contemplates using the funds generated for one year as a portion of the cost of building the facility. The Air Force contemplates leasing this facility for at least ten years, and funding for the entire facility will be secured prior to moving forward this this project.

**RECOMMENDATION:**

Approve Resolution.

**PRESENTER:**

George Pankonin, Mayor  
Jerald Gilbert, City Manager

---

**Attachments**

VAFB Resolution

---

**RESOLUTION**

**APPROVE A RESOLUTION AUTHORIZING THE APPLICATION BY THE CITY OF ENID FOR THE STATE OF OKLAHOMA PUBLIC PRIVATE PARTNERSHIP POOLED FINANCE PROGRAM FOR ASSISTANCE FOR CRITICAL INFRASTRUCTURE FUNDING FOR A NEW ENLISTED HOUSING DORMITORY FACILITY FOR VANCE AIR FORCE BASE.**

**WHEREAS**, a new program called the State of Oklahoma Public Private Partnership Pooled Finance Program was created in the last legislative session effective November 1, 2019 that allows municipalities to submit for funding that benefits the State and local community; and

**WHEREAS**, funds are generated through the annual rebate of employee State of Oklahoma income tax withholdings paid by local private entities that have retained jobs, created new jobs, or increased wages due to an infrastructure improvement that benefits the private entities and is owned by the public entity; and

**WHEREAS**, the Oklahoma Development Finance Authority administers the program and the Oklahoma Department of Commerce scores the applications and performs the assessment of the size of the incentive to ensure it is net benefit neutral to the State;

**WHEREAS**, the City is working on an application for funding assistance through this program for the number one priority for Vance Air Force Base which is a new enlisted housing dormitory facility, which the City would build, own and lease to the Air Force;

**AND NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA, TO AUTHORIZE THE SUBMITTAL OF AN APPLICATION FOR CRITICAL INFRASTRUCTURE FUNDING TO BUILD, OWN, AND LEASE A NEW ENLISTED HOUSING DORMITORY FACILITY AT VANCE AIR FORCE BASE THROUGH THE NEW STATE OF OKLAHOMA PUBLIC PRIVATE PARTNERSHIP POOLED FINANCE PROGRAM:**

Adopted this 20th day of February 2020.

\_\_\_\_\_  
Mayor

(Seal)

ATTEST:

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

**City Commission Meeting**

7. 1.

**Meeting Date:** 02/20/2020

**Submitted By:** Alissa Lack, City Clerk

---

**SUBJECT:**

**AWARD CONTRACTS FOR MOWING AND CLEANING OF LOTS FOR THE CODE DEPARTMENT'S ABATEMENT PROGRAM FOR THE YEAR 2020 TO ALVARADO'S QUALITY SERVICE, 4 SEASONS OUTDOOR SERVICES, HRT SERVICE COMPANY, AND RON'S MOWING; EXECUTE CONTRACT DOCUMENTS.**

**BACKGROUND:**

The City's Code Department Abatement Program relies on private contractors to eliminate high grass and weeds and the accumulation of trash and debris on properties which require abatement. The 2019-2020 budgeted amount for mowing and cleaning lots is \$37,000.00. Contractors are selected based on price bid per lot size and qualifications to perform the required services. A minimum of five contractors is recommended in order to adequately meet the City's needs, however only four bids were received. It is staff recommendation that all four contractors who submitted bids for the February 2, 2020 deadline should be awarded contracts. The bids received are shown below, listed from lowest to highest:

<b>CONTRACTOR</b>	<b>1/4 acre or less</b>	<b>1/4 to 1/2 acres</b>
Alvarado's Quality Service	\$50.00	\$80.00
Ron's Mowing	\$60.00	\$100.00
HRT Service Company	\$75.00	\$85.00
4 Seasons Outdoor Services	\$75.00	\$125.00

**RECOMMENDATION:**

Award contracts for mowing and cleaning of lots to Alvarado's Quality Service, Ron's Mowing, HRT Service Company, and 4 Seasons Outdoor Services.

**PRESENTER:**

Kenneth Bradley, Code Official

---

**Attachments**

Alvarado's Quality Service  
Ron's Mowing  
HRT Service Co.  
4 Seasons Outdoor Services

---

**PROPOSAL  
FOR  
MOWING AND CLEANING LOTS FOR CALENDAR YEAR 2020  
FOR  
THE CITY OF ENID, OKLAHOMA**

**TO: MAYOR AND BOARD OF COMMISSIONERS  
CITY OF ENID, OKLAHOMA**

I, the undersigned, do hereby propose to furnish F.O.B. to the City of Enid, Oklahoma, with Oklahoma State, local and Federal tax excluded, **MOWING AND CLEANING LOTS FOR CALENDAR YEAR 2020**, in compliance with the specifications, at the following prices, to-wit:

- A. Per lot if lot size is equal to or less than 1/4 acre in size 50<sup>00</sup> 2020 year.
- B. Per lot if lot size is between 1/4 acre to 1/2 acre in size 80<sup>00</sup> 2020 year

BIDDER COMPANY NAME: Alvarado's Quality Service LLC,

CONTACTS EMAIL: Jose.alvarado2004@sbglobal.net

CONTACTS PHONE #: (580) 554-7277 - (580) 554 7278

STREET ADDRESS: 1807 N Grand ENID OK 73701

MAILING ADDRESS: P.O. Box 507 ENID OK 73702

CITY, STATE & ZIP CODE: \_\_\_\_\_

SIGNED BY (Type or Print): Jose Alvarado

TITLE: Owner

SIGNATURE: Jose Alvarado

DATE: 7-3-20





5. Affiant further states that the names of all persons who have any such business relationship and the positions they hold with their respective companies or firms are as follows:

---

---

---

(if none, so state)

Further, Affiant saith not.

José Alvarado  
Signature of Authorized Agent

Owner  
Title (printed)

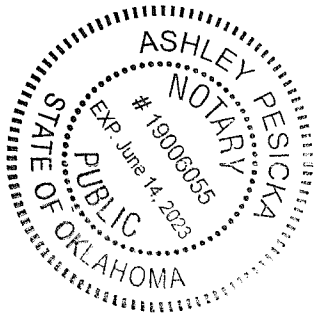
Subscribed and sworn to before me this 3 day of February, 2020.

(SEAL)

My commission expires:

10.14.23

Ashley Pesicka  
Notary Public





NON-COLLUSION AFFIDAVIT

To Accompany Contractor's Bid

STATE OF Oklahoma )
COUNTY OF Garfield ) ss:

(Contractor's Authorized Agent), of lawful age, being first duly sworn upon his/her oath, states:

- 6. I am the duly authorized agent of Alvarado's Quality Service (Bidder's Company Name), the bidder submitting the attached competitive bid (the "bid")...
7. I am fully aware of the facts and circumstances surrounding the making of the bid and have been personally and directly involved in the proceedings leading to the submission of such bid;
8. Neither the bidder nor anyone subject to the bidder's direction or control has been a party to: Any collusion among bidders to restrain the freedom of competition by agreement to bid at a fixed price or to refrain from bidding; Any collusion with any municipal official or employee as to quantity, quality, or price in the bid or contemplated contract, or as to any other terms of such bid or contemplated contract; nor any discussions between bidders and any municipal official or employee concerning the exchange of money or other thing of value for special consideration in the award of the contemplated contract.

Further, Affiant saith not.

José Alvarado
Signature of Authorized Agent

Owner
Title (printed)

Subscribed and sworn to before me this 3 day of February, 2020. (SEAL)

My commission expires: 6.14.23



Ashley Pesicka
Notary Public



**Workers Compensation and Employers Liability Insurance Policy**

**Information page**

**1. Policyholder information**

ALVARADOS QUALITY SERVICE LLC  
PO BOX 503  
ENID, OK 73702-0503  
580-554-7277

**Policy number:** 01566983 19 1  
**FEIN:** 73-1618918  
**ARD:** 03/01

**Carrier number:** 19976  
**Business type:** LLC  
**ID number:**

Other workplace(s) not shown above:  
See Extension of information page

**2. Policy period**

The policy period is from 03/01/2019 to 03/01/2020 at 12:01 a.m. Central Standard Time (CST).

**3A. Workers' compensation insurance**

Includes Part One of the policy and applies to the workers' compensation law of the state of Oklahoma.

**3B. Employers' liability insurance**

Part Two of the policy applies to work in the State of Oklahoma. Limits of our liability under Part Two:

- Bodily injury by accident - \$100,000.00 each accident
- Bodily injury by disease - \$100,000.00 each employee
- Bodily injury by disease - \$500,000.00 policy limit

**3C. Other states insurance**

Part Three of the policy applies to the states listed here, if any. None, except as shown in Part 3A.

**3D. This policy includes these Endorsements and Schedules** - See extension of information page.

**4. Premium**

The premium for this policy will be determined using our manuals of rules, classifications rates and rating plans. All information required below is subject to verification and change by audit.

Estimated annual premium	←
Deposit premium	
Report/Billing type	
Minimum premium	



ALVARAQU01

LROGERS

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/1/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Messer-Bowers Company PO Box 1349 Enid, OK 73702	<b>CONTACT NAME</b> PHONE (A/C, No, Ext): (580) 233-1442	<b>FAX (A/C, No):</b> (580) 242-8007
	<b>E-MAIL ADDRESS:</b> info@messerbowers.com	
<b>INSURED</b>  Alvarado's Quality Service LLC PO Box 503 Enid, OK 73702	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Oklahoma Surety Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJE CT <input type="checkbox"/> LOC OTHER:			06-GL-001017719	5/2/2019	5/2/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Landscape Operations

<b>CERTIFICATE HOLDER</b>  City of Enid Attn: Stan P O Box 1768 Enid, OK 73702	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  <i>Alan BOWZ</i>
---	---

**PROPOSAL  
FOR  
MOWING AND CLEANING LOTS FOR CALENDAR YEAR 2020  
FOR  
THE CITY OF ENID, OKLAHOMA**

**TO: MAYOR AND BOARD OF COMMISSIONERS  
CITY OF ENID, OKLAHOMA**

I, the undersigned, do hereby propose to furnish F.O.B. to the City of Enid, Oklahoma, with Oklahoma State, local and Federal tax excluded, **MOWING AND CLEANING LOTS FOR CALENDAR YEAR 2020**, in compliance with the specifications, at the following prices, to-wit:

- |    |   |                  |
|----|---|------------------|
| A. | Per lot if lot size is equal to or less than 1/4 acre in size | <u>\$ 60.00</u>  |
| B. | Per lot if lot size is between 1/4 acre to 1/2 acre in size   | <u>\$ 100.00</u> |

BIDDER COMPANY NAME: Ron <sup>15</sup> Manning Mowing

CONTACTS EMAIL: jetstream194850@gmail.com

CONTACTS PHONE #: (Ron) 580 5428430

STREET ADDRESS: 3640 Edgewater Dr

MAILING ADDRESS: 3640 Edgewater Dr

CITY, STATE & ZIP CODE: Enid, OK 73703

SIGNED BY (Type or Print): Ron Manning

TITLE: owner

SIGNATURE: Ron Manning

DATE: 1-31-2020



**BUSINESS RELATIONSHIP AFFIDAVIT**

To Accompany Contractor's Bid

STATE OF Oklahoma )  
COUNTY OF Ganfield ) ss:

Ron Manning (Contractor's Authorized Agent), of lawful age, being first duly sworn upon his/her oath, states:

- 1. I am the duly authorized agent of Ron's Manning (Bidder's Company Name), the bidder submitting the attached competitive bid (the "bid").
- 2. My position in the above named company is Owner.
- 3. Affiant further states the nature of any partnership, joint venture, or other business relationship presently in effect, or which existed within one (1) year prior to the date of this Affidavit, with the architect, engineer, or other party to the project is as follows:

none

(if none, so state)

- 4. Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this Affidavit between any official or director of the architectural or engineering firm or any other party to the project is as follows:

none

(if none, so state)

5. Affiant further states that the names of all persons who have any such business relationship and the positions they hold with their respective companies or firms are as follows:

none

(if none, so state)

Further, Affiant saith not.



Signature of Authorized Agent

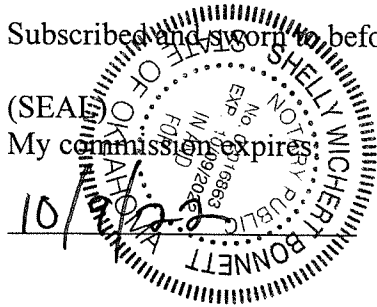
Ron Manning

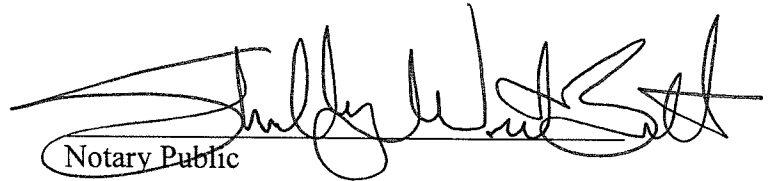
Title (printed)

Subscribed and sworn to before me this 31<sup>st</sup> day of January, 2020.

(SEAL)  
My commission expires:

10/2021



  
Notary Public





NON-COLLUSION AFFIDAVIT

To Accompany Contractor's Bid

STATE OF Oklahoma )
COUNTY OF Garfield ) ss:

Ron Manning (Contractor's Authorized Agent), of lawful age, being first duly sworn upon his/her oath, states:

- 6. I am the duly authorized agent of Ron's Manning (Bidder's Company Name), the bidder submitting the attached competitive bid (the "bid")...
7. I am fully aware of the facts and circumstances surrounding the making of the bid and have been personally and directly involved in the proceedings leading to the submission of such bid;
8. Neither the bidder nor anyone subject to the bidder's direction or control has been a party to: Any collusion among bidders to restrain the freedom of competition by agreement to bid at a fixed price or to refrain from bidding; Any collusion with any municipal official or employee as to quantity, quality, or price in the bid or contemplated contract, or as to any other terms of such bid or contemplated contract; nor any discussions between bidders and any municipal official or employee concerning the exchange of money or other thing of value for special consideration in the award of the contemplated contract.

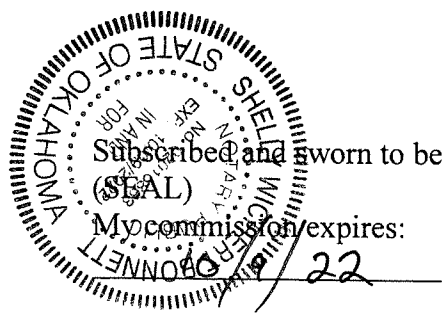
Further, Affiant saith not.

Ron Manning Signature of Authorized Agent

Ron Manning Title (printed)

31st day of January, 2020.

[Signature] Notary Public



**PROPOSAL  
FOR  
MOWING AND CLEANING LOTS FOR CALENDAR YEAR 2020  
FOR  
THE CITY OF ENID, OKLAHOMA**

**TO: MAYOR AND BOARD OF COMMISSIONERS  
CITY OF ENID, OKLAHOMA**

I, the undersigned, do hereby propose to furnish F.O.B. to the City of Enid, Oklahoma, with Oklahoma State, local and Federal tax excluded, **MOWING AND CLEANING LOTS FOR CALENDAR YEAR 2020**, in compliance with the specifications, at the following prices, to-wit:

- |    |   |                |
|----|---|----------------|
| A. | Per lot if lot size is equal to or less than 1/4 acre in size | <u>\$65.00</u> |
| B. | Per lot if lot size is between 1/4 acre to 1/2 acre in size   | <u>\$85.00</u> |

BIDDER COMPANY NAME: HRT Service Company  
CONTACTS EMAIL: HRTServiceCompany@yahoo.com  
CONTACTS PHONE #: (580) 542-2727 or (580) 541-0595  
STREET ADDRESS: 3 Hills Dr  
MAILING ADDRESS: PO Box 281  
CITY, STATE & ZIP CODE: Drummond, OK 73735  
SIGNED BY (Type or Print): \_\_\_\_\_  
TITLE: member / manager  
SIGNATURE: \_\_\_\_\_  
DATE: 2/3/2020



BUSINESS RELATIONSHIP AFFIDAVIT

To Accompany Contractor's Bid

STATE OF Oklahoma )
COUNTY OF Garfield ) ss:

James Longpine (Contractor's Authorized Agent), of lawful age, being first duly sworn upon his/her oath, states:

- 1. I am the duly authorized agent of HRT Service Company (Bidder's Company Name), the bidder submitting the attached competitive bid (the "bid").
2. My position in the above named company is member / manager.
3. Affiant further states the nature of any partnership, joint venture, or other business relationship presently in effect, or which existed within one (1) year prior to the date of this Affidavit, with the architect, engineer, or other party to the project is as follows:

none

(if none, so state)

- 4. Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this Affidavit between any official or director of the architectural or engineering firm or any other party to the project is as follows:

none

(if none, so state)

5. Affiant further states that the names of all persons who have any such business relationship and the positions they hold with their respective companies or firms are as follows:

none

---

---

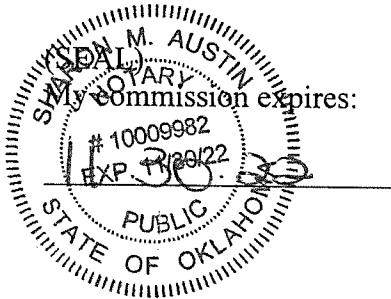
(if none, so state)

Further, Affiant saith not.

[Signature]  
Signature of Authorized Agent

member / manager  
Title (printed)

Subscribed and sworn to before me this 3rd day of February, 2020.



Shawn M Austin  
Notary Public



NON-COLLUSION AFFIDAVIT

To Accompany Contractor's Bid

STATE OF Oklahoma )
COUNTY OF Garfield ) ss:

James Longpine (Contractor's Authorized Agent), of lawful age, being first duly sworn upon his/her oath, states:

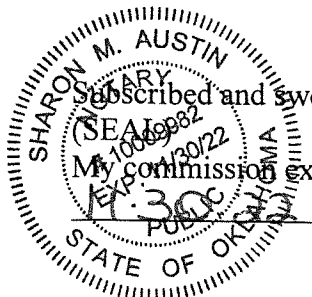
- 6. I am the duly authorized agent of HRT Service Company (Bidder's Company Name), the bidder submitting the attached competitive bid (the "bid"), for the purpose of certifying the facts pertaining to the existence or nonexistence of collusion among bidders or between bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the award of any contract associated with the bid attached to this document;
7. I am fully aware of the facts and circumstances surrounding the making of the bid and have been personally and directly involved in the proceedings leading to the submission of such bid;
8. Neither the bidder nor anyone subject to the bidder's direction or control has been a party to: Any collusion among bidders to restrain the freedom of competition by agreement to bid at a fixed price or to refrain from bidding; Any collusion with any municipal official or employee as to quantity, quality, or price in the bid or contemplated contract, or as to any other terms of such bid or contemplated contract; nor any discussions between bidders and any municipal official or employee concerning the exchange of money or other thing of value for special consideration in the award of the contemplated contract.

Further, Affiant saith not.

[Signature]
Signature of Authorized Agent

member / manager
Title (printed)

Subscribed and sworn to before me this 3rd day of February, 2020.



[Signature]
Notary Public

**PROPOSAL  
FOR  
MOWING AND CLEANING LOTS FOR CALENDAR YEAR 2020  
FOR  
THE CITY OF ENID, OKLAHOMA**

**TO: MAYOR AND BOARD OF COMMISSIONERS  
CITY OF ENID, OKLAHOMA**

I, the undersigned, do hereby propose to furnish F.O.B. to the City of Enid, Oklahoma, with Oklahoma State, local and Federal tax excluded, **MOWING AND CLEANING LOTS FOR CALENDAR YEAR 2020**, in compliance with the specifications, at the following prices, to-wit:

- A. Per lot if lot size is equal to or less than 1/4 acre in size \$ 75
- B. Per lot if lot size is between 1/4 acre to 1/2 acre in size \$ 120

BIDDER COMPANY NAME: 4 Seasons Outdoor Services

CONTACTS EMAIL: 00rosco2488@gmail.com

CONTACTS PHONE #: 580-366-9314

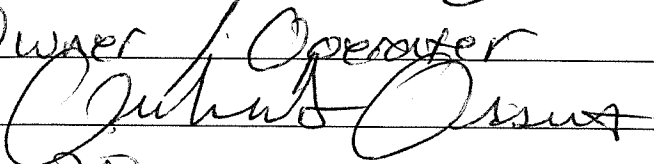
STREET ADDRESS: 2601 Liberty Lane

MAILING ADDRESS: Same

CITY, STATE & ZIP CODE: Enid, OK, 73703

SIGNED BY (Type or Print): Orlando Rosco

TITLE: Owner / Operator

SIGNATURE: 

DATE: 2-3-20



**BUSINESS RELATIONSHIP AFFIDAVIT**

To Accompany Contractor's Bid

STATE OF Oklahoma )  
 ) ss:  
COUNTY OF Garfield )

Orlando Orsco (Contractor's Authorized Agent), of lawful age, being first duly sworn upon his/her oath, states:

1. I am the duly authorized agent of 4 Seasons Outdoor Services (Bidder's Company Name), the bidder submitting the attached competitive bid (the "bid").
2. My position in the above named company is Owner/Operator.
3. Affiant further states the nature of any partnership, joint venture, or other business relationship presently in effect, or which existed within one (1) year prior to the date of this Affidavit, with the architect, engineer, or other party to the project is as follows:

\_\_\_\_\_  
None

(if none, so state)

4. Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this Affidavit between any official or director of the architectural or engineering firm or any other party to the project is as follows:

\_\_\_\_\_  
None

(if none, so state)

5. Affiant further states that the names of all persons who have any such business relationship and the positions they hold with their respective companies or firms are as follows:

None

(if none, so state)

Further, Affiant saith not.

[Signature]  
Signature of Authorized Agent

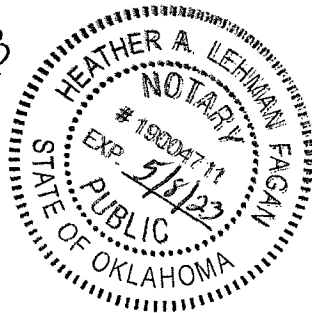
Owner/Operator  
Title (printed)

Subscribed and sworn to before me this 3 day of February, 2020.

(SEAL)

My commission expires:

May 8 2023



[Signature]  
Notary Public





NON-COLLUSION AFFIDAVIT

To Accompany Contractor's Bid

STATE OF Oklahoma )
COUNTY OF Garfield ) ss:

Orlando Orisco (Contractor's Authorized Agent), of lawful age, being first duly sworn upon his/her oath, states:

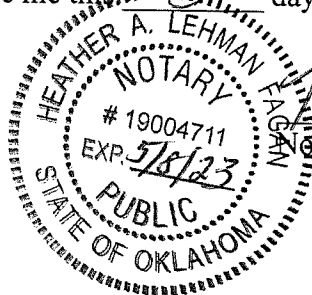
- 6. I am the duly authorized agent of 4 Seasons Outdoor Services (Bidder's Company Name), the bidder submitting the attached competitive bid (the "bid"), for the purpose of certifying the facts pertaining to the existence or nonexistence of collusion among bidders or between bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the award of any contract associated with the bid attached to this document;
7. I am fully aware of the facts and circumstances surrounding the making of the bid and have been personally and directly involved in the proceedings leading to the submission of such bid;
8. Neither the bidder nor anyone subject to the bidder's direction or control has been a party to: Any collusion among bidders to restrain the freedom of competition by agreement to bid at a fixed price or to refrain from bidding; Any collusion with any municipal official or employee as to quantity, quality, or price in the bid or contemplated contract, or as to any other terms of such bid or contemplated contract; nor any discussions between bidders and any municipal official or employee concerning the exchange of money or other thing of value for special consideration in the award of the contemplated contract.

Further, Affiant saith not.

Orlando Orisco
Signature of Authorized Agent
Owner/Operator
Title (printed)

Subscribed and sworn to before me this 3 day of February, 2020.

(SEAL)
My commission expires:
May 8 2023



Heather A. Lehman
Notary Public

**City Commission Meeting**

7. 2.

**Meeting Date:** 02/20/2020

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

**SUBJECT:**

**AWARD A CONTRACT TO BYRUM ELECTRIC, LLC, ENID, OKLAHOMA, FOR PROJECT NO. P-2001, KELLET PARK LIGHTING UPGRADE, PHASE I, IN THE AMOUNT OF \$225,840.31 AND 27 DAYS, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS.**

**BACKGROUND:**

This project is intended to complete the installation of new light poles at the Kellet Park ball South field. The project was required result of a wingstorm damage to the lighting system at the ball field. The Base Bid is for the installation of the lighting for the south field. Alternate No. 1 adds the installation of the primary service underground for the middle field. Alternate No. 2 adds the installation of the primary service underground for the northern field. The funding is available to award the Base Bid, Alternate No. 1 and Alternate No. 2.

Four bids were received, shown below:

Bidders	Base Bid	Alternate No. 1	Alternate No. 2
Byrum Electric LLC	\$204,348.00	\$10,496.45	\$10,995.86
Harmon's Electric, LLC.	\$223,172.00	\$33,826.93	\$37,465.59
Electrical Express, LLC.	\$242,000.00	\$30,000.00	\$35,000.00
Broken Arrow Electrical Supply, Inc.	\$403,465.00	\$62,937.00	\$74,994.00
Engineer's Estimate	\$225,000.00	\$5,000.00	\$5,000.00

All bids were found to be in order. Byrum Electric, LLC was selected as the lowest qualified bidder and will be awarded the Base Bid, Alternate No. 1 and Alternate No. 2.

**RECOMMENDATION:**

Award contract to Byrum Electric, LLC in the amount of \$225,840.31 with 27 days for the Base Bid, Alternate No. 1 and Alternate No. 2.

**PRESENTER:**

Murali Katta, P.E., City Engineer

**Fiscal Impact**

**Budgeted Y/N:** Y  
**Amount:** \$225,840.31  
**Funding Source:**  
40-405-9252

**Attachments**

Canvass



**City Commission Meeting**

**7. 3.**

**Meeting Date:** 02/20/2020

**Submitted By:** Jennifer Jensen, Engineering Executive Assistant

**SUBJECT:**

**AWARD A CONTRACT TO CIMARRON CONSTRUCTION COMPANY, OKLAHOMA CITY, OKLAHOMA, FOR PROJECT NO. W-1907C1, 200 BLOCK OF WEST MAPLE AVENUE WATERLINE RELOCATION, IN THE AMOUNT OF \$224,894.00 AND 90 DAYS, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS.**

**BACKGROUND:**

This project relocates the waterline in the 200 Block of West Maple Avenue, in preparation for the 2019 Local Street complete reconstruction Program.

Five bids were received, shown below from lowest to highest:

Bidders	Base Bid	Calendar Days
Cimarron Construction Company	\$224,894.00	90 Days
Marsau Enterprises, inc.	\$305,233.00	100 Days
Luckinbill, Inc.	\$331,317.50	120 Days
Nowak Construction Company, Inc.	\$334,549.70	120 Days
Downey Contracting, LLC	\$349,581.00	90 Days
Engineers Estimate	\$171,350.00	

All bids were found to be in order. Cimarron Construction Company was selected as the lowest qualified bidder.

**RECOMMENDATION:**

Award contract to Cimarron Construction Company in the amount of \$224,894.00 with 90 days for the Base Bid.

**PRESENTER:**

Murali Katta, P.E., City Engineer

**Fiscal Impact**

**Budgeted Y/N:** Y  
**Amount:** \$224,894.00  
**Funding Source:**  
44-445-9241

**Attachments**

W-1907C1





**City Commission Meeting**

**7. 4.**

**Meeting Date:** 02/20/2020

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

---

**SUBJECT:**

**ACCEPT A CORRECTION TO A PERMANENT UTILITY EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT FROM THE EDENS FAMILY LAND TRUST, OF OSAGE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R2, PARCEL NO. O-002.**

**BACKGROUND:**

The Kaw Lake Water Supply Program requires the City to obtain easements from property owners whose property the Kaw Lake raw water pipeline crosses. This particular parcel of land is identified within the Kaw Lake Program as Parcel No. O-002. It is owned by the Edens Family Land Trust, which has previously accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

A part of the North Half (N/2) of the Northeast Quarter (NE/4) of Section Ten (10) Township Twenty-five (25) North, Range Three (3) East of the Indian Meridian, Osage County, State of Oklahoma, further described in the attachment, Exhibit "A".

Due to adjustments to the pipeline alignment, the easement description has changed as shown in the attachment's Exhibit "A".

The corrected easement has been accepted by the Edens Family Land Trust.

**RECOMMENDATION:**

Accept Permanent Utility Easement and Temporary Construction Easement.

**PRESENTER:**

Murali Katta, P.E., City Engineer

---

**Attachments**

O-002

---

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

**CORRECTION**  
**UTILITY AND WATER LINE EASEMENT**  
**Parcel # O-002 / 570043129**

KNOW ALL MEN BY THESE PRESENTS:

That, **Edens Family Land Trust, dated the 19th day of July, 2019**, "Grantor," in consideration of the sum of [Ten dollars and 00/100 (\$10.00)] and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a utility and water lines easement and right of way under, over, and across the following described real property and premises **as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement**, situated in Osage County, State of Oklahoma, to-wit:

**See Attached Exhibits A & B**

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

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

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

**This Easement is given for the purpose of replacing in its entirety an Easement that was previously recorded on 02/26/2019, in Book 1710, Page(s) 0729-0734 of the County Clerk of Osage County, Oklahoma.**





**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**

\_\_\_\_\_  
George Pankonin, Mayor

(SEAL)

ATTEST:

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

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

**CORRECTION**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**Parcel # O-002 / 570043129**

KNOW ALL MEN BY THESE PRESENTS:

That, **Edens Family Land Trust, dated the 19th day of July, 2019**, "Grantor," in consideration of the sum of Ten dollars and 00/100 (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a temporary easement and right of way under, over, and across the following described real property and premises *as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement*, situated in Osage County, State of Oklahoma, to-wit:

**See Attached Exhibits A & B**

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

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

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

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 20 day of November, 2019.

OWNER(S):

J B Edens  
Owner / Trustee

Jim Bob Edens  
Printed Name

W Edens  
Owner / Trustee

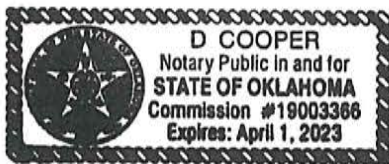
Whitney Edens  
Printed Name

**ACKNOWLEDGEMENT**

STATE OF OKLAHOMA )  
 ) ss:  
COUNTY OF Osage )

Before me, the undersigned, a Notary Public, in and for said County and State on this 20 day of November, 2019, personally appeared Jim Bob + Whitney Edens 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)

D Cooper  
Notary Public

My Commission Number: 19003366

My Commission Expires: 4-1-23

**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**

\_\_\_\_\_  
George Pankonin, Mayor

(SEAL)

ATTEST:

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

**EXHIBIT "A"**

**TRACT - O-002 PARCEL# 570043129**

**EDENS FAMILY LAND TRUST, DATED 19TH DAY OF JULY, 2019**

**PERPETUAL EASEMENT LEGAL DESCRIPTION**

A part of the North Half (N1/2) of the Northeast Quarter (NE1/4) of Section Ten (10), Township Twenty-five (25) North, Range Three (3) East of the Indian Meridian, Osage County, State of Oklahoma, being more particularly described as follows:

**COMMENCING** at the Northwest corner of said North Half (N1/2) of the Northeast Quarter (NE1/4); thence S 00°28'42" E along the West line of said North Half (N1/2) of the Northeast Quarter (NE1/4) a distance of 41.50 feet to the Centerline of a Fifty-foot Perpetual Easement being the **POINT OF BEGINNING** of said Centerline; thence N 89°00'01" E along said Centerline a distance of 1564.49 feet; thence N 44°00'07" E along said Centerline a distance of 58.69 feet to the North line of said North Half (N1/2) of the Northeast Quarter (NE1/4) and the end of said Centerline, containing 81,159 square feet or 1.86 acres, more or less. The side lines of the easement shall be lengthened or shortened to terminate at the West and North lines of said North Half (N1/2) of the Northeast Quarter (NE1/4).

Also:

A Temporary Construction Easement containing 69,996 square feet, or 1.61 acres more or less being South and North of and adjacent to the above described Perpetual Easement and as shown on Exhibit "B".

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

**SURVEYOR'S CERTIFICATE**

I, 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 October, 2019.



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

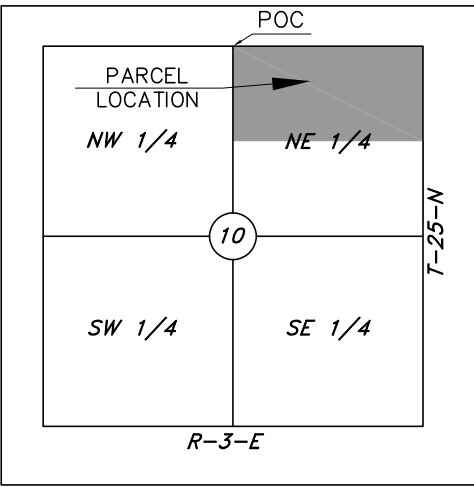
# Exhibit "B"

TRACT 0-002  
 PARCEL# 570043129  
 EDENS FAMILY LAND TRUST,  
 DATED 19TH DAY OF JULY, 2019  
 BOOK 1723 PAGE 797  
 OSAGE COUNTY, OKLAHOMA

POB - POINT OF BEGINNING  
 POC - POINT OF COMMENCEMENT

LEGAL DESCRIPTION  
 See Exhibit "A"

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



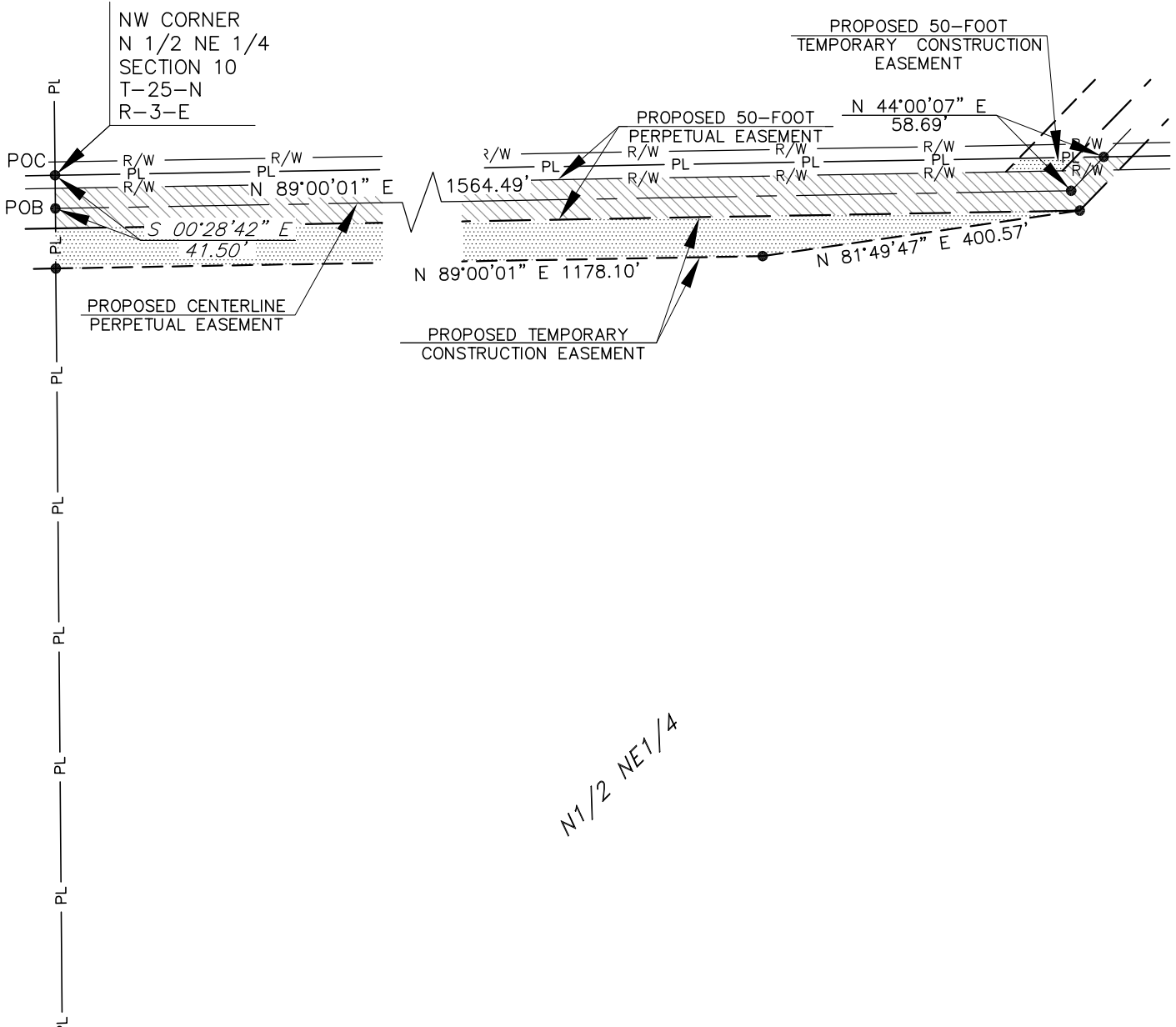
LOCATION MAP  
 NOT TO SCALE

BEARINGS & DISTANCES  
 GRID STATE PLANE  
 OKLAHOMA NORTH

1" = 200'

Perpetual Easement 81,159 S.F. 1.86 Acres  
 Temp Construction Easement 69,996 S.F. 1.61 Acres

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



**City Commission Meeting**

**7. 5.**

**Meeting Date:** 02/20/2020

**Submitted By:** Jennifer Jensen, Engineering Executive Assistant

---

**SUBJECT:**

**ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY CONSTRUCTION EASEMENT FROM DOUGLAS MELVIN WILSON FAMILY REVOCABLE TRUST, OF KAY COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R1, PARCEL NO. K-008, IN THE AMOUNT OF \$10,725.00, AND AUTHORIZE PAYMENT.**

**BACKGROUND:**

The Kaw Lake Water Supply Program requires the City to obtain easements from property owners whose property the Kaw Lake raw water pipeline crosses This particular parcel of land is identified within the Kaw Lake Program as Parcel No. K-008. It is owned by the Douglas Melvin Wilson Family Revocable Trust, who have accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

A part of the Southeast Quarter (SE/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 \$10,725.00 has been accepted by the Douglas Melvin Wilson Family Revocable Trust.

**RECOMMENDATION:**

Accept Permanent Utility Easement and Temporary Construction Easement.

**PRESENTER:**

Murali Katta, P.E., City Engineer

---

**Fiscal Impact**

**Budgeted Y/N:** Y  
**Amount:** \$10,725.00  
**Funding Source:**  
44-445-9151

---

**Attachments**

K008

---



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

**UTILITY AND WATER LINE EASEMENT**  
**Parcel # K-008 / 8000-16-025-02E-2-001-00**

**KNOW ALL MEN BY THESE PRESENTS:**

That, The Douglas Melvin Wilson Family Revocable 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 Kay County, State of Oklahoma, to-wit:

**See Attached Exhibits A & B**

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

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

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

This easement is subject to the terms and provisions of an ADDENDUM attached hereto and made a part hereof.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 2<sup>ND</sup> day of JANUARY, 2020.

OWNER(S):

Douglas Melvin Wilson

DOUGLAS MELVIN WILSON  
Printed Name

\_\_\_\_\_

Printed Name

**ACKNOWLEDGEMENT**

STATE OF OKLAHOMA )  
 ) ss:  
COUNTY OF KAY )

Before me, the undersigned, a Notary Public, in and for said County and State on this 2<sup>ND</sup> day of JANUARY, 2020, personally appeared, DOUGLAS MELVIN WILSON to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

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



(SEAL)

Steven C. Smith  
Notary Public

My Commission Number: 13000514

My Commission Expires: 1/16/21

**ACCEPTANCE BY THE CITY OF ENID**

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

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

\_\_\_\_\_  
George Pankonin, Mayor

(SEAL)

ATTEST:

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

**ADDENDUM TO UTILITY AND WATER LINE EASEMENT  
AND TEMPORARY CONSTRUCTION EASEMENT**

This Addendum is attached and made part of that certain UTILITY AND WATER LINE EASEMENT dated JAN. 2020, ~~2019~~ (the "Permanent Easement") and that certain TEMPORARY CONSTRUCTION EASEMENT dated JAN. 2<sup>ND</sup> 2020, ~~2019~~ (the "Temporary Easement") between THE CITY OF ENID, OKLAHOMA, a municipal corporation ("Grantee") and DOUGLAS MELVIN WILSON ("Grantor"). The Permanent Easement and Temporary Easement may be collectively referred to herein as the "Easements" or the "Agreement." All defined terms in the Agreement are incorporated by reference in this Addendum. In the event of a conflict between the provisions of the Agreement and this Addendum, the provisions of this Addendum shall take precedence and govern.

1. Grantee's Acceptance of Agreement. By acceptance of any of the benefits under the Agreement, including without limitation, the grant of the Easements, Grantee together with its successors and assigns shall be deemed to have agreed to be bound in all respects by the covenants applicable to Grantee hereunder.
2. One Pipeline. The Agreement is limited to one (1) pipeline (the "Pipeline") which may be installed and replaced by Grantee. No additional pipelines may be installed within the Easements under this agreement.
- 3.(a) Pipeline Depth. Grantee will bury and maintain all pipeline(s) with a soil cover of at least 48 inches from the top of the pipe even under common drainage ditches or streams.
- 3.(b) Pipeline Size. No pipeline shall be more than 36 inches of inner diameter. This limitation does not apply to protective casings.
4. Entire Agreement. This Addendum together with the Easement and the Summary of Acquisition (all between Grantor and Grantee) constitutes the entire agreement between the parties and no other agreements have been made modifying, adding to or changing the terms of the same. This Agreement shall not be abrogated, modified, rescinded or amended in whole or in part without the consent of Grantor and Grantee, in writing and executed by each of them, and duly recorded in the appropriate real property records.

GRANTEE:

GRANTOR:

THE CITY OF ENID, an Oklahoma  
municipal corporation

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

Douglas Melvin Wilson  
Signature

TRUST ACKNOWLEDGEMENT

STATE OF OKLAHOMA )  
 ) ss:  
COUNTY OF KAY )

2<sup>nd</sup> Before me, the undersigned, a Notary Public, in and for said County and State on this day of JANUARY, 2020, personally appeared, DOUGLAS MERVIN WIPSON, to me known to be the identical person who executed the within and foregoing instrument on behalf of the Trust, as its Trustee and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

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



Steven C. Smith  
Notary Public

(SEAL)

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

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

## TEMPORARY CONSTRUCTION EASEMENT

Parcel # K-008 / 8000-16-025-02E-2-001-00

KNOW ALL MEN BY THESE PRESENTS:

That, The Douglas Melvin Wilson Family Revocable 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 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.



**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**

\_\_\_\_\_  
George Pankonin, Mayor

(SEAL)

ATTEST:

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



1

**ADDENDUM TO UTILITY AND WATER LINE EASEMENT  
AND TEMPORARY CONSTRUCTION EASEMENT**

This Addendum is attached and made part of that certain UTILITY AND WATER LINE EASEMENT dated JAN. 24<sup>th</sup>, 2020 (the "Permanent Easement") and that certain TEMPORARY CONSTRUCTION EASEMENT dated JAN 2 2020, ~~2019~~ (the "Temporary Easement") between THE CITY OF ENID, OKLAHOMA, a municipal corporation ("Grantee") and \_\_\_\_\_ ("Grantor"). The Permanent Easement and Temporary Easement may be collectively referred to herein as the "Easements" or the "Agreement." All defined terms in the Agreement are incorporated by reference in this Addendum. In the event of a conflict between the provisions of the Agreement and this Addendum, the provisions of this Addendum shall take precedence and govern.

1. Grantee's Acceptance of Agreement. By acceptance of any of the benefits under the Agreement, including without limitation, the grant of the Easements, Grantee together with its successors and assigns shall be deemed to have agreed to be bound in all respects by the covenants applicable to Grantee hereunder.
2. One Pipeline. The Agreement is limited to one (1) pipeline (the "Pipeline") which may be installed and replaced by Grantee. No additional pipelines may be installed within the Easements under this agreement.
- 3.(a) Pipeline Depth. Grantee will bury and maintain all pipeline(s) with a soil cover of at least 48 inches from the top of the pipe even under common drainage ditches or streams.
- 3.(b) Pipeline Size. No pipeline shall be more than 36 inches of inner diameter. This limitation does not apply to protective casings.
4. Entire Agreement. This Addendum together with the Easement and the Summary of Acquisition (all between Grantor and Grantee) constitutes the entire agreement between the parties and no other agreements have been made modifying, adding to or changing the terms of the same. This Agreement shall not be abrogated, modified, rescinded or amended in whole or in part without the consent of Grantor and Grantee, in writing and executed by each of them, and duly recorded in the appropriate real property records.

GRANTEE:

GRANTOR:

THE CITY OF ENID, an Oklahoma  
municipal corporation

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

Douglas Melvin Wilson  
Signature

**EXHIBIT "A"**

**TRACT - K-008 PARCEL# 8000-16-025-02E-2-001-00**

**THE DOUGLAS MELVIN WILSON FAMILY REVOCABLE TRUST**

**PERPETUAL EASEMENT LEGAL DESCRIPTION**

A part of the Southeast Quarter (SE1/4) 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:

**BEGINNING** at the Northeast corner of said Southeast Quarter (SE1/4) of Northwest Quarter (NW1/4); thence S 00°25'21" E along the East line of said Southeast Quarter (SE1/4) of Northwest Quarter (NW1/4) a distance of 53.76 feet; thence leaving said East line S 68°01'09" W a distance of 852.82 feet; thence S 41°20'36" W a distance of 228.52 feet; thence S 71°25'06" W a distance of 391.96 feet to the West line of said Southeast Quarter (SE1/4) of Northwest Quarter (NW1/4); thence N 00°20'21" W along said West line a distance of 52.65 feet; thence leaving said West line N 71°25'06" E a distance of 362.05 feet; thence N 41°20'36" E a distance of 226.73 feet to the Southern line of a One-hundred-foot Transmission Easement for Oklahoma Gas and Electric Company unrecorded; thence N 66°54'26" E along said Southern line of Transmission Easement a distance of 843.70 feet to the North line of said Southeast Quarter (SE1/4) of Northwest Quarter (NW1/4); thence N 89°38'27" E along said North line a distance of 44.18 feet to the **POINT OF BEGINNING**, containing 80,830 square feet or 1.86 acres, more or less.

Also:

A Fifty-foot Temporary Construction Easement containing 73,662 square feet, or 1.69 acres more or less being adjacent to, and South of the above described Perpetual Easement and as shown on Exhibit "B".

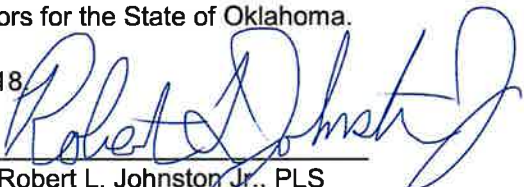
Bearings and Distances are GRID - Oklahoma State Plane - North Zone.

**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 10<sup>th</sup> day of December, 2018





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

# Exhibit "B"

TRACT K-008  
 PARCEL# 8000-16-025-02E-2-001-00  
 THE DOUGLAS MELVIN WILSON FAMILY  
 REVOCABLE TRUST  
 BOOK 1587 PAGE 41-42  
 KAY COUNTY, OKLAHOMA

POB - POINT OF BEGINNING  
 POC - POINT OF COMMENCEMENT

LEGAL DESCRIPTION  
 See Exhibit "A"

BEARINGS & DISTANCES  
 GRID STATE PLANE  
 OKLAHOMA NORTH

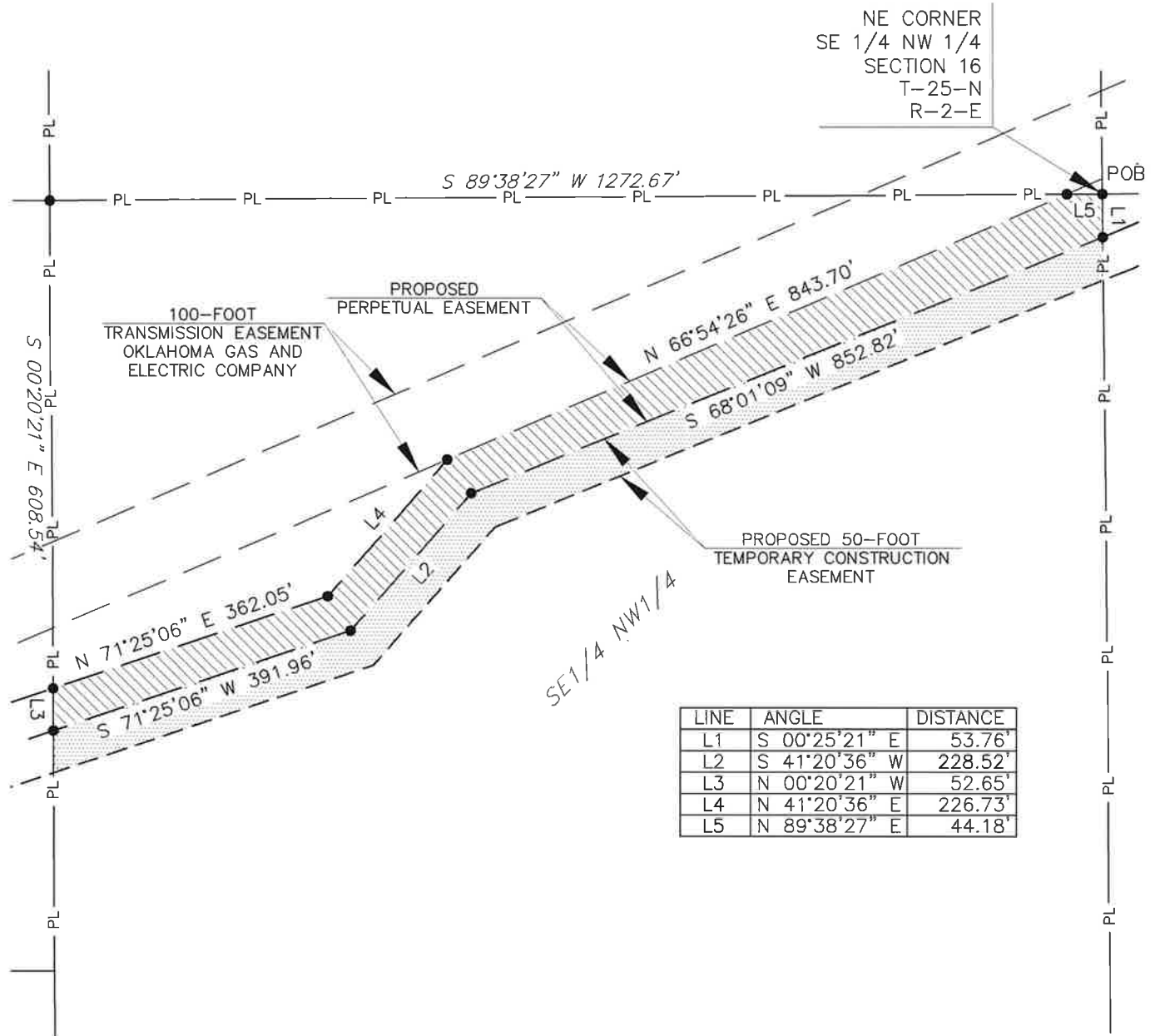
1" = 200'

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

Perpetual Easement 80,830 S.F. 1.86 Acres  
 Temp Construction Easement 73,662 S.F. 1.69 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**

10. 2.

**Meeting Date:** 02/20/2020

**Submitted By:** Erin Crawford, Chief Financial Officer

---

**SUBJECT:**

**CONSIDER A RESOLUTION AMENDING THE 2019-2020 FISCAL FINANCIAL PLAN FOR THE ENID MUNICIPAL AUTHORITY BY REDUCING THE TRANSFER TO THE CAPITAL IMPROVEMENT FUND IN THE AMOUNT OF \$300,000.00 AND INCREASING THE TRANSFER TO THE STREET AND ALLEY FUND IN THE AMOUNT OF \$300,000.00.**

**BACKGROUND:**

This resolution does not change the overall appropriation amounts for the Enid Municipal Authority. This resolution authorizes a transfer decrease of \$300,000.00 to the Capital Improvement Fund and a transfer increase of \$300,000.00 to the Street and Alley Fund.

The funds allocated in the Street and Alley Fund will be used to fund additional projects in the 2019-2020 Concrete Repair Program.

**RECOMMENDATION:**

Approve resolution.

**PRESENTER:**

Jennifer Smith, Accounting Manager

---

**Attachments**

Resolution

---

**RESOLUTION**

**A RESOLUTION INCREASING THE 2019-2020 FISCAL FINANCIAL PLAN FOR THE ENID MUNICIPAL AUTHORITY.**

**WHEREAS**, the City Commission adopted the 2019-2020 fiscal financial plan to include a \$4,259,000.00 transfer from the Enid Municipal Authority to the Capital Improvement Fund for the purpose of funding selected projects; at the January 23, 2020 council meeting purchase orders totaling \$816,097.32 were canceled and those appropriations are now available to repurpose; and

**WHEREAS**, a repurpose of funds transferred out of the Enid Municipal Authority is recommended to decrease \$300,000 to the Capital Improvement Fund and increase \$300,000.00 to the Street & Alley Fund to expand the concrete point repair program; and

**WHEREAS**, funds will be transferred from the Enid Municipal Authority to the Street and Alley Fund Street & Alley Department to provide the necessary funding for the concrete repairs; and

**WHEREAS**, there are funds available in the Enid Municipal Authority fiscal financial plan,

**AND NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND BOARD OF TRUSTEES OF THE ENID MUNICIPAL AUTHORITY THAT THE AUTHORITY'S 2019-2020 FISCAL FINANCIAL PLAN BE AMENDED TO INCREASE THE ENID MUNICIPAL AUTHORITY DEPARTMENT LISTED BELOW:**

<b>FUND 31 ENID MUNICIPAL AUTHORITY</b>	
Operations to Capital Improvement Fund	<b>(\$300,000.00)</b>
Operations to Street & Alley Fund	<b>\$300,000.00</b>

Adopted this 20th day of February 2020.

\_\_\_\_\_  
Chairman

(Seal)

ATTEST:

\_\_\_\_\_  
Secretary