



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

BOARD OF COMMISSIONERS

NOTICE OF REGULAR MEETING

Mayor and Board of Commissioners of the City of Enid, Oklahoma, the Trustees of the Enid Municipal Authority, a Public Trust, and the Trustees of the Enid Economic Development 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, and the Trustees of the Enid Economic Development Authority, a Public Trust, will meet in regular session at 6:30 p.m. on the 1st day of April, 2014, in the Council Chambers of the City Administration Building, located at 401 W. Owen K. Garriott Road in said city, and the agenda for said meeting is as follows:

- AGENDA -

MAYOR AND BOARD OF COMMISSIONERS REGULAR MEETING

1. CALL TO ORDER/ROLL CALL.
2. INVOCATION.
3. FLAG SALUTE.
4. CONSIDER APPROVAL OF MINUTES OF THE REGULAR MEETING OF MARCH 18, 2014.
5. AWARDS, PRESENTATIONS, AND ORGANIZATIONAL BUSINESS.
 - 5.1 PRESENT PET AVAILABLE FOR ADOPTION AT THE CITY ANIMAL SHELTER.
 - 5.2 PROCLAMATION: CHILD ABUSE PREVENTION MONTH.

- 5.3 PROCLAMATION: ENID CRIME VICTIMS' RIGHTS WEEK.
- 5.4 CONSIDER AN APPOINTMENT TO THE POLICE CIVIL SERVICE COMMISSION.

BACKGROUND: The City Clerk has advertised for a vacancy on the above commission. This vacancy is to be filled by any interested citizen of the City of Enid. The successful applicant will serve on this commission until April 19, 2019. Applications and ballots are attached for consideration.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Applications and Ballots.

RECOMMENDATION: Consider Appointment.

PRESENTER: Joan Riley, Assistant City Manager.

6. HEARINGS.

- 6.1 CONDUCT A PUBLIC HEARING REGARDING THE FIVE (5) YEAR CONSOLIDATED PLAN, AND CONSIDER \$454,097.00 OF PROPOSED ALLOCATIONS FROM THE FISCAL YEAR 2014 (FY14) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING CYCLE.

BACKGROUND: The City of Enid, as an Entitlement City for receipt of CDBG funds, is required to submit an annual action plan for the expenditure of funds to the Department of Housing and Urban Development (HUD). The projected FY14 CDBG allocation from HUD is \$454,097.00. The CDBG Funding Committee convened on March 6, 2014, delivering funding recommendations. The final decision concerning funding options is scheduled for the April 15, 2014, Commission meeting.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: The United States Department of Housing and Urban Development, Community Development Block Grant Program.

ATTACHMENTS: FY14 Funding Committee/Staff Recommended Activities. The Action Plan is on file in the Office of the City Clerk.

RECOMMENDATION: Conduct Hearing.

PRESENTER: Stephanie Carr, CDBG Administrator.

- 6.2 CONDUCT A HEARING ON A LAND USE AMENDMENT FOR PROPERTY DESCRIBED AS TWO (2) UNPLATTED TRACTS IN PART OF THE SOUTHWEST QUARTER OF SECTION THREE (3) TOWNSHIP 22 NORTH, RANGE SIX (6) WEST, INDIAN MERIDIAN, ENID, OKLAHOMA, FROM MEDIUM INTENSITY COMMERCIAL DESIGNATION TO HIGH INTENSITY INDUSTRIAL DESIGNATION.

BACKGROUND: This is a companion to Items 6.3, 7.1, and 7.2. This item concerns undeveloped property located at 3026 East Chestnut and 917 North 30th. The applicant requests changing the land use from a Medium Intensity Commercial Designation to a High Intensity Industrial Designation. If approved, the property will provide truck and trailer parking and maintenance.

The proposed amendment is consistent with the intent of the plan, resulting in an improvement. The existing streets and water mains are adequate to support the proposed intensity. A septic system must be utilized, as there is no sanitary sewer adjacent to this property and no plans to extend the sewer in the proposal.

The Metropolitan Area Planning Commission recommended approval at their March 17, 2014 meeting.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Land Use Amendment, Location Map.

RECOMMENDATION: Conduct Hearing.

PRESENTER: Chris Bauer, Planning Administrator.

- 6.3 CONDUCT A HEARING REZONING PROPERTY DESCRIBED AS TWO (2) UNPLATTED TRACTS IN PART OF THE SOUTHWEST QUARTER OF SECTION THREE (3) TOWNSHIP 22 NORTH, RANGE SIX (6) WEST, INDIAN MERIDIAN, ENID, OKLAHOMA, FROM C-3 GENERAL COMMERCIAL DISTRICT TO I-2 LIGHT INDUSTRIAL DISTRICT.

BACKGROUND: This is a companion to Items 6.2, 7.1 and 7.2. The property is located at 3026 East Chestnut and 917 North 30th. The applicant is requesting a change from C-3 General Commercial District to I-2 Light Industrial District.

The Metropolitan Area Planning Commission recommended approval at their March 17, 2014 meeting.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Location Map.

RECOMMENDATION: Conduct Hearing.

PRESENTER: Chris Bauer, Planning Administrator.

6.4 CONDUCT A HEARING REZONING PROPERTY DESCRIBED AS A TRACT OF LAND IN THE EAST HALF OF SECTION 11, TOWNSHIP 22 NORTH, RANGE SIX (6) WEST OF THE INDIAN MERIDIAN, FROM I-1 PLANNED INDUSTRIAL PARK DISTRICT TO I-2 LIGHT INDUSTRIAL DISTRICT.

BACKGROUND: This is a companion to Item 7.3. This concerns property located at the northwest corner of Highway 412 (Owen K. Garriott Road) and 54th Street. The applicant requests rezoning the property from I-1 Planned Industrial Park District to I-2 Light Industrial District for a FedEx terminal and service company site.

The zoning pattern includes I-1 to the north, Agriculture to the east across 54th Street, I-1 across the highway to the south, and I-1 to the west. The current land use is High Intensity Industrial, which is the appropriate land use for this proposed zoning change.

The site is served by a 20" water main and a 12" sewer main on 54th Street.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Location Map.

RECOMMENDATION: Conduct Hearing.

PRESENTER: Chris Bauer, Planning Administrator.

7. COMMUNITY DEVELOPMENT.

7.1 CONSIDER A RESOLUTION TO MODIFY THE LAND USE MAP OF THE ENID METROPOLITAN AREA COMPREHENSIVE PLAN 2025 FROM MEDIUM

INTENSITY COMMERCIAL DESIGNATION TO HIGH INTENSITY INDUSTRIAL DESIGNATION FOR PROPERTY DESCRIBED AS TWO (2) UNPLATTED TRACTS IN PART OF THE SOUTHWEST QUARTER OF SECTION THREE (3) TOWNSHIP 22 NORTH, INDIAN MERIDIAN, ENID, OKLAHOMA.

BACKGROUND: This is a companion to Items 6.2, 6.3, and 7.2. This item concerns property located at 3026 East Chestnut and 917 North 30th.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Resolution.

RECOMMENDATION: Approve Resolution.

PRESENTER: Chris Bauer, Planning Administrator.

- 7.2 CONSIDER AN ORDINANCE REZONING PROPERTY DESCRIBED AS TWO (2) UNPLATTED TRACTS IN PART OF THE SOUTHWEST QUARTER OF SECTION THREE (3) TOWNSHIP 22 NORTH, RANGE SIX (6) WEST, INDIAN MERIDIAN FROM C-3 GENERAL COMMERCIAL DISTRICT TO I-2 INDUSTRIAL LIGHT DISTRICT.

BACKGROUND: This is a companion to Items 6.2, 6.3, and 7.1. This item concerns property located at 3026 East Chestnut and 917 North 30th.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Ordinance.

RECOMMENDATION: Approve Ordinance.

PRESENTER: Chris Bauer, Planning Administrator.

- 7.3 CONSIDER AN ORDINANCE REZONING PROPERTY DESCRIBED AS A TRACT OF LAND IN THE EAST HALF OF SECTION 11, TOWNSHIP 22 NORTH, RANGE SIX (6) WEST OF THE INDIAN MERIDIAN FROM I-1 PLANNED INDUSTRIAL PARK DISTRICT TO I-2 LIGHT INDUSTRIAL DISTRICT.

BACKGROUND: This is a companion to Item 6.4. This item concerns property located at the northwest corner of Highway 412 (Owen K. Garriott Road) and 54th Street. The applicant requests rezoning the

property from I-1 Planned Industrial Park District to I-2 Light Industrial District to be used for a FedEx terminal and service company site.

The zoning pattern surrounding this request includes I-1 to the north, Agriculture to the east across 54th Street, I-1 across the highway to the south, and I-1 to the west. The current land use is High Intensity Industrial and is the appropriate land use for this proposed zoning change.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Ordinance.

RECOMMENDATION: Approve Ordinance.

PRESENTER: Chris Bauer, Planning Administrator.

8. ADMINISTRATION.

- 8.1 CONSIDER A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO LEVY AGAINST THE TAX ROLLS, A JUDGMENT OF THE WORKERS' COMPENSATION COURT OF THE STATE OF OKLAHOMA, ENTERED IN FAVOR OF JASON T. MITCHELL IN THE AMOUNT OF \$32,300.00; APPROVING AN AGREEMENT ACKNOWLEDGING SUCH JUDGMENT, PROVIDING FOR THE PAYMENT OF SUCH JUDGMENT IN EXCHANGE FOR THE CITY'S PROMISE TO REPAY SUCH JUDGMENT FROM COLLECTED TAX LEVIES.**

BACKGROUND: This is a companion to Item 12.1. Jason T. Mitchell is an Enid Fire Department driver. On July 7, 2012, he injured his back while putting on his bunker pants. This injury subsequently resulted in surgery to his back. The case was examined by the Worker's Compensation Court on February 11, 2014, and Mr. Mitchell was awarded \$32,300.00.

2013-2014 BUDGETED ITEM: No.

FUNDING SOURCE: Tax Rolls.

ATTACHMENTS: Resolution and Acknowledgment of Judgment.

RECOMMENDATION: Approve Resolution and Agreement.

PRESENTER: Andrea Chism, City Attorney.

8.2 CONSIDER APPROVING THE 2014-2016 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF ENID AND THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME), LOCAL #1136.

BACKGROUND: The City commenced negotiation with AFSCME Local #1136 in February 2014. The parties have drafted a Collective Bargaining Agreement (Agreement) that is effective on July 1, 2014 and expires on June 30, 2016. There are very few changes from the articles now found in the City's Personnel Manual. The highlights of the Agreement are as follows:

The City reserved all Management Rights.

11 Holidays will be observed - no change from current policy.

Union Personnel are eligible to receive Voting Leave, Jury or Witness Leave, Military Leave, Vacation, Sick Leave, Personal Leave and Injury Leave - no change from current policy.

The City will determine insurance coverage and make it available to employees - no change from current policy.

The City will pay Longevity Pay - no change from current policy.

The City will pay \$1.00 per hour for Standby Pay - \$.25 increase from current policy.

Union Personnel are eligible for tuition scholarships - no change from current policy.

The City will provide eligible Union Personnel an annual payment of \$200.00 to provide jeans and trousers, insulated coveralls and/or insulated coat.

Union Personnel will be subject to the City's drug and alcohol testing policy.

The parties have developed a 2-year agreement with a 3.5% Cost of Living increase per year.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: General Fund.

ATTACHMENTS: Collective Bargaining Agreement.

RECOMMENDATION: Approve Agreement.

PRESENTER: Andrea L. Chism, City Attorney.

- 8.3 **CONSIDER APPROVING AN AGREEMENT WITH LODGEWELL MANAGEMENT, LLC, A KANSAS LIMITED LIABILITY COMPANY, FOR HOTEL OCCUPANCY GUARANTEES TO BE PROVIDED BY THE CITY OF ENID.**

BACKGROUND: On February 21, 2013, the City entered into a Master Development Agreement providing occupancy guarantees supporting the proposed downtown Hilton Garden Inn. This Agreement identifies the parties' duties and obligations and is required for Closing, expecting to occur on April 2, 2014. Pursuant to this Agreement, the City will guarantee 40% occupancy of the downtown hotel built by LodgeWell, to be calculated on an average monthly basis, for a term of seven (7) years. It also provides that, should the City be required to pay the guarantee to LodgeWell or Enid Hotel 1, the City will enjoy use of those rooms for which the guarantee was provided, subject to availability.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: General Fund.

ATTACHMENTS: Room Guarantee Agreement.

RECOMMENDATION: Approve Agreement.

PRESENTER: Andrea L. Chism, City Attorney.

- 8.4 **CONSIDER APPROVING A HOTEL GROUND LEASE WITH ENID HOTEL 1, LLC, A KANSAS LIMITED LIABILITY COMPANY.**

BACKGROUND: On February 21, 2013, the City entered into a Master Development Agreement with LodgeWell Development, LLC, anticipating the City selling downtown property to Enid Hotel 1, LLC, for the construction of a hotel. The deed for the property is to be held in escrow until the completion of the hotel. This Lease allows Enid Hotel 1 to enter onto the property and begin construction. This document is required for Closing, expecting to occur on April 2, 2014.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Ground Lease.

RECOMMENDATION: Approve Lease.

PRESENTER: Andrea L. Chism, City Attorney.

- 8.5 **CONSIDER APPROVING AN AGREEMENT WITH LODGEWELL MANAGEMENT, LLC, A KANSAS LIMITED LIABILITY COMPANY, FOR THE MANAGEMENT OF THE DOWNTOWN PARKING GARAGE.**

BACKGROUND: On February 21, 2013, the City entered into a Master Development Agreement, directing LodgeWell to develop and manage a downtown parking garage. This Agreement identifies the parties' duties and obligations and is required for Closing, expecting to occur on April 2, 2014. Pursuant to this Agreement, the City will pay LodgeWell \$3,500.00 per month to manage the downtown parking garage. The City will be responsible for repairs and major maintenance. LodgeWell will be responsible for day-to-day operations and minor maintenance. The Agreement continues five (5) years with two (2) automatic five (5) year extensions.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: General Fund.

ATTACHMENTS: Garage Management Agreement.

RECOMMENDATION: Approve Agreement.

PRESENTER: Andrea L. Chism, City Attorney.

- 8.6 **CONSIDER APPROVING AN OPTION DEED ESCROW AGREEMENT WITH ENID HOTEL 1, LLC, A KANSAS LIMITED LIABILITY COMPANY, AND GUARANTEE ABSTRACT COMPANY AND/OR HUMPHRE ABSTRACT COMPANY, ENID, OKLAHOMA.**

BACKGROUND: On March 19, 2013, the City entered into a Real Estate Contract and Lease Agreement providing for the reversion of deed should Enid Hotel 1 fail to build and operate a hotel on the property to be sold. This Agreement holds the deed, easements, and other documents in escrow until the hotel is completed. This document is required for Closing, expecting to occur on April 2, 2014.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Option Deed Escrow Agreement.

RECOMMENDATION: Approve Lease.

PRESENTER: Andrea L. Chism, City Attorney.

8.7 CONSIDER APPROVING AN INDEMNITY AGREEMENT WITH ENID HOTEL 1, LLC, A KANSAS LIMITED LIABILITY COMPANY.

BACKGROUND: On February 21, 2013, the City entered into a Master Development Agreement providing for the demolition of the Cherokee Strip Conference Center. On March 19, 2013, the City entered into a Real Estate Sale and Lease Agreement with Enid Hotel 1, LLC. The parties are ready to close, but because demolition was done less than 120 days ago, the title company is unable to issue Material and Mechanics Lien Coverage to Enid Hotel 1, LLC. This coverage is required for closing. This Indemnity Agreement places responsibility on the City, rather than Enid Hotel 1, if a lien is placed on the property based on the City's actions. The term of this Agreement expires on May 15, 2014.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: General Fund.

ATTACHMENTS: Indemnity Agreement.

RECOMMENDATION: Approve Agreement.

PRESENTER: Andrea L. Chism, City Attorney.

9. CONSENT.

9.1 APPROVE A TEN (10) FOOT UTILITY EASEMENT TO OKLAHOMA GAS AND ELECTRIC COMPANY (OG&E) ENID, OKLAHOMA, TO FACILITATE ESTABLISHMENT OF AN UNDERGROUND ELECTRICAL FEED TO SUPPORT THE REMODEL EFFORT AT THE WELCOME CENTER LOCATED AT 203 WEST OWEN K. GARRIOTT ROAD.

BACKGROUND: The Welcome Center has been selected to house the Enid Television Network, and independent electrical service is required.

The utility easement will allow OG&E bring electrical power from the closest source, located 100 feet away, in the alley south of the building. This proposed easement will not interfere with operations in the building.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Location Map. Easement is on file in the Office of the City Clerk.

RECOMMENDATION: Approve Easement.

PRESENTER: Steve Kime, Director of Public Relations & Marketing.

- 9.2 **ACCEPT A PUBLIC HIGHWAY EASEMENT FROM ALAN E. SEIBEL AND LEAH D. SEIBEL, FOR THE WILLOW ROAD WIDENING PROJECT NO. R-0303D.**

BACKGROUND: This public highway easement will provide additional right-of-way at the northeast corner of Willow Road and Wildwood Drive, and is required for the widening of Willow Road between Cleveland Street and Oakwood Road to four (4) lanes. The cost of this right-of-way is \$26,100.00.

Upon acceptance of this easement, two (2) parcels await closing, four (4) parcels are pending legal action, and 13 parcels have closed in the Willow Road Widening Project.

2013-2014 BUDGETED ITEM: Yes.

FUNDING SOURCE: Capital Improvement Fund.

ATTACHMENTS: Location Map. Easement is on file in the Office of the City Clerk.

RECOMMENDATION: Accept Easement.

PRESENTER: Christopher Gdanski, Director of Engineering.

- 9.3 **APPROVE AMENDMENT NO. 1 WITH GARVER ENGINEERING, OKLAHOMA CITY, OKLAHOMA, FOR INSPECTION AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE ELEVATED WATER TANK PROJECTS, PROJECT NO W-0820B.**

BACKGROUND: The City of Enid contracted Garver Engineering for professional services including inspection and construction management of two (2) elevated water storage tank projects, beginning October 25, 2013.

Amendment No.1 will extend these services to February 3, 2014, at an additional \$12,000.00, for a revised contract amount of \$361,500.00.00.

2013-2014 BUDGETED ITEM: Yes.

FUNDING SOURCE: Water Capital Improvement Fund.

ATTACHMENTS: None. Amendment No. 1 is on file in the Office of City Clerk.

RECOMMENDATION: Approve Amendment No. 1 in the amount of \$12,000.00.

PRESENTER: Christopher Gdanski, Director of Engineering.

9.4 APPROVE CHANGE ORDER NO. 1 WITH CB&I, PLAINFIELD, IL, AND ACCEPT THE EAST CHESTNUT ELEVATED WATER STORAGE TANK CONSTRUCTION, PROJECT NO. W-0821A.

BACKGROUND: This project will provide one-million gallons of water storage in the 3100 Block of East Chestnut. It will provide additional intermediate storage capacity, and improve service pressures and fire flows to the eastern part of Enid.

Change Order No. 1 will deduct \$4,121.26 from the contract for final quantities in place, for a revised contract amount of \$2,367,378.74.

This Change Order consists of:

Relocating the access road to avoid power pole:	\$3,265.08
Additional concrete material for soil strength:	\$6,106.50
Adding 7/8" coax cable to relocate city antenna:	\$2,817.50
Shifting waterline tap to avoid power pole:	\$3,874.78
Additional 20 LF of fence:	\$876.88
Change in waterline location:	(\$8,162.00)
Deducting the pedestal surface sandblasting:	(\$8,000.00)
14 days Liquidated damages at \$350.00 per day:	
(\$4,900.00)	

The project is presented for acceptance and includes a 3-year Maintenance Bond.

2013-2014 BUDGETED ITEM: Yes.

FUNDING SOURCE: Water Capital Improvement Fund.

ATTACHMENTS: None. Change Order No. 1 is on file in the Office of the City Clerk.

RECOMMENDATION: Approve Change Order No.1 and accept project.

PRESENTER: Murali Katta, P.E., Project Engineer.

- 9.5 ACCEPT THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) CONSTRUCTION PERMIT FOR THE WATER PLANT NO. 1 TREATMENT PROCESS RENOVATIONS, PROJECT NO. W-1107A.

BACKGROUND: ODEQ approved a permit for renovations to Water Plant No. 1, including sodium hypochlorite generation and feed system complete with piping and controls to serve the City of Enid. This renovation will replace existing on-sight chlorine storage with on-sight generation capabilities.

Upon acceptance of Permit No. WT000024131004 by the Commission, it will be recorded as a permanent record.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: None. Permit is on file in the Office of the City Clerk.

RECOMMENDATION: Accept ODEQ Permit.

PRESENTER: Christopher Gdanski, Director of Engineering.

- 9.6 CORRECT CONTRACT AWARDED TO EARTH SMART CONSTRUCTION, INC, CATOOSA, OKLAHOMA, FOR THE CONSTRUCTION OF THE GARLAND NORTH DETENTION FACILITY, PROJECT NO. F-0406F, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS AFTER REVIEW BY THE CITY ATTORNEY.

BACKGROUND: This project was awarded to Earth Smart Construction, Inc. on March 4, 2014 in the amount of \$310,190.00 for the Base Bid and Alternate No. 2.

Upon closer review of Earth Smart's bid proposal for mobilization, it was found to be incorrectly read as \$9,000.00, rather than 19,000.00 as actually bid.

This item will correct the amount of award for this project for the Base Bid and Alternate No. 2 in the amount of \$320,190.00. Earth Smart Construction, Inc. remains the lowest, responsible bidder on this project and no other changes are made.

2013-2014 BUDGETED ITEM: Yes.

FUNDING SOURCE: Stormwater Fund.

ATTACHMENTS: None.

RECOMMENDATION: Correct contract awarded to Earth Smart Construction, Inc. for Base Bid and Alternate No. 2 in the amount of \$320,190.00, and authorize the Mayor to execute all contract documents after review by the City Attorney.

PRESENTER: Robert Hitt, P.E., City Engineer.

9.7 APPROVAL OF CLAIMS IN THE AMOUNT OF \$1,256,211.02.

ATTACHMENTS: List of claims.

10. RECESS TO CONVENE AS THE ENID MUNICIPAL AUTHORITY.

11. TRUSTEES OF THE ENID MUNICIPAL AUTHORITY REGULAR MEETING.

12. ENID MUNICIPAL AUTHORITY REGULAR MEETING.

12.1 CONSIDER AN AGREEMENT FOR PROFESSIONAL SERVICES FROM THE STOVER GROUP, STILLWATER, OKLAHOMA, TO CONSULT AND SUPPORT DAILY OPERATIONS AT THE WASTEWATER RECLAMATION FACILITY.

BACKGROUND: In February 2014, the Stover Group was engaged to temporarily support plant operations. This action will formalize and extend the agreement until formal proposals are received to outsource the management and maintenance of the Wastewater Reclamation Facility. Proposals for plant management have been solicited with a due date of April 16, 2014, and will be considered by Commissioners in May 2014. This agreement ensures continued management of the plant at a cost not to exceed \$50,000.00 per month until outsourcing is approved and contracts implemented.

2013-2014 BUDGETED ITEM: No.

FUNDING SOURCE: Enid Municipal Authority Fund.

ATTACHMENTS: None.

RECOMMENDATION: Approve Agreement with Stover Group.

PRESENTER: Robinson Camp, Deputy Director of Public Works.

- 12.2 APPROVE AN AGREEMENT ACKNOWLEDGING AND PROVIDING FOR THE PAYMENT OF THE JUDGMENT OF THE WORKERS' COMPENSATION COURT OF THE STATE OF OKLAHOMA ENTERED IN FAVOR OF JASON T. MITCHELL.

BACKGROUND: This is a companion to Item 8.1.

2013-2014 BUDGETED ITEM: No.

FUNDING SOURCE: Tax Rolls.

ATTACHMENTS: Acknowledgment of Judgment.

RECOMMENDATION: Approve Agreement.

PRESENTER: Andrea Chism, City Attorney.

- 12.3 APPROVAL OF CLAIMS IN THE AMOUNT OF \$416,594.04.

ATTACHMENTS: List of claims.

13. ADJOURN TO CONVENE AS THE ENID ECONOMIC DEVELOPMENT AUTHORITY.

14. TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY REGULAR MEETING.

15. ENID ECONOMIC DEVELOPMENT AUTHORITY REGULAR MEETING.

- 15.1 APPROVE AN AGREEMENT WITH LODGEWELL MANAGEMENT, LLC, A KANSAS LIMITED LIABILITY COMPANY, FOR HOTEL OCCUPANCY GUARANTEES TO BE PROVIDED BY THE CITY OF ENID.

BACKGROUND: This is a companion to Item 8.3.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: General Fund.

ATTACHMENTS: Room Guarantee Agreement.

RECOMMENDATION: Approve Agreement.

PRESENTER: Andrea L. Chism, City Attorney.

- 15.2 APPROVE AN AGREEMENT WITH LODGEWELL MANAGEMENT, LLC, A KANSAS LIMITED LIABILITY COMPANY, FOR THE MANAGEMENT OF THE DOWNTOWN PARKING GARAGE.

BACKGROUND: This is a companion to Item 8.5.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: General Fund.

ATTACHMENTS: Garage Management Agreement.

RECOMMENDATION: Approve Agreement.

PRESENTER: Andrea L. Chism, City Attorney.

- 15.3 APPROVAL OF CLAIMS IN THE AMOUNT OF \$12,051.73.

ATTACHMENTS: List of claims.

16. ADJOURN TO RECONVENE AS THE ENID CITY COMMISSION.

17. PUBLIC DISCUSSION.

18. CONSIDER CONVENING INTO EXECUTIVE SESSION TO DISCUSS ECONOMIC DEVELOPMENT AND TO RECONVENE INTO REGULAR SESSION TO TAKE ANY NECESSARY ACTION.

BACKGROUND: The City Attorney recommends the Mayor and Board of Commissioners go into Executive Session pursuant to 25 Okla. Stat. §307(C)(10), to discuss “matters pertaining to economic development, including the transfer of property, financing, or the creation of a proposal to entice a business to remain or to locate within their jurisdiction” because public disclosure would violate the confidentiality of the businesses involved.

Upon conclusion of the Executive Session, the Commission will reconvene into Regular Session to take any necessary action.

PRESENTER: Andrea Chism, City Attorney.

19. ADJOURN.

MINUTES OF REGULAR MEETING OF
MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA,
TRUSTEES OF THE ENID MUNICIPAL AUTHORITY, A PUBLIC TRUST, AND
TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY, A PUBLIC TRUST
HELD ON THE 18TH DAY OF MARCH 2014

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, and the Trustees of the Enid Economic Development Authority, a Public Trust, met in regular meeting in the Council Chambers of the Administration Building of the City of Enid, located at 401 West Owen K. Garriott Road in said city, at 6:30 P.M. on the 18th day of March 2014, pursuant to notice given by December 15, 2013 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 17th day of March 2014.

-MAYOR AND BOARD OF COMMISSIONERS-

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

PRESENT: Commissioners Janzen, Stuber, Ezzell, Timm, Wilson, Vanhooser and Mayor Shewey.

ABSENT: None.

Staff present were City Manager Eric Benson, Assistant City Manager Joan Riley, City Attorney Andrea Chism, City Clerk Linda Parks, Director of Engineering Services Chris Gdanski, Chief Financial Officer Jerald Gilbert, Director of Public Works Jim McClain, Planning Administrator Chris Bauer, Police Chief Brian O'Rourke, Fire Chief Joe Jackson, Director of Marketing and Public Relations Steve Kime, Human Resources Director Sonya Key, Director of Aviation Dan Ohnesorge, and Ex-Officio Member Col. Darren James.

Ms. Paula Nightengale from Park Avenue Thrift gave the Invocation, and Col. Darren James led the Flag Salute.

Motion was made by Commissioner Stuber and seconded by Commissioner Janzen to approve the minutes of the regular Commission meeting of March 4, 2014, and the vote was as follows:

AYE: Commissioners Janzen, Stuber, Ezzell, Timm, Wilson, Vanhooser and Mayor Shewey.

NAY: None.

Mr. Gene Robertson presented a 1½ year old Boston Terrier, available for adoption at the Enid Animal Shelter.

A proclamation was read and presented proclaiming March 18, 2014 as “Kick Butts Day.”

Ballots were taken for an appointment to the Historic Preservation Commission, to be filled by a Historian to fill an unexpired term to April 1, 2016. The successful candidate was Ms. Carolyn McLemore.

Motion was made by Commissioner Stuber and seconded by Commissioner Timm to reappoint Mr. R. Reagan Allen as Attorney to the Historic Preservation Commission, said term to expire April 1, 2017, and the vote was as follows:

AYE: Commissioners Janzen, Stuber, Ezzell, Timm, Wilson, Vanhooser and Mayor Shewey.

NAY: None.

Motion was made by Commissioner Ezzell and seconded by Commissioner Janzen to reappoint Mr. Thomas Andrew as Real Estate Broker to the Historic Preservation Commission, said term to expire April 1, 2017, and the vote was as follows:

AYE: Commissioners Janzen, Stuber, Ezzell, Timm, Wilson, Vanhooser and Mayor Shewey.

NAY: None.

Ballots were taken for a vacancy to the Historic Preservation Commission to be filled by a Registered Architect. The successful candidate was Mr. John Merz, said term to expire April 1, 2017.

Motion was made by Commissioner Stuber and seconded by Commissioner Ezzell to reappoint Mr. William Stittsworth and to appoint Mr. T. Geoffrey Luke to the Board of Adjustment, said terms to expire April 1, 2017, and the vote was as follows:

AYE: Commissioners Janzen, Stuber, Ezzell, Timm, Wilson, Vanhooser and Mayor Shewey.

NAY: None.

Motion was made by Commissioner Stuber and seconded by Commissioner Janzen to reappoint Mr. Joe Jackson to the Meadowlake Golf Course Advisory Board, said term to expire April 1, 2017, and the vote was as follows:

AYE: Commissioners Janzen, Stuber, Ezzell, Timm, Wilson, Vanhooser and Mayor Shewey.

NAY: None.

Motion was made by Commissioner Stuber and seconded by Commissioner Janzen to appoint Mr. Michael Oaks, as a member of the Meadowlake Men's Golf Association, to the Meadowlake Golf Course Advisory Board to fill an unexpired term to March 1, 2015, and the vote was as follows:

AYE: Commissioners Janzen, Stuber, Ezzell, Timm, Wilson, Vanhooser and Mayor Shewey.

NAY: None.

Motion was made by Commissioner Janzen and seconded by Commissioner Ezzell to approve the Final Plat of Blocks 10, 11, 12 and 13, Chisholm Creek Village, and the vote was as follows:

AYE: Commissioners Janzen, Stuber, Ezzell, Timm, Wilson, Vanhooser and Mayor Shewey.

NAY: None.

Motion was made by Commissioner Wilson and seconded by Commissioner Timm to award a contract for Project No. F-1205A, 211 West Chestnut Drainage Improvement, to the lowest responsible bidder, Downey Construction, LLC, Oklahoma City, Oklahoma, in the amount of \$279,655.00, and authorize the Mayor to execute all contract documents after review by the City Attorney, and the vote was as follows:

AYE: Commissioners Janzen, Stuber, Ezzell, Timm, Wilson, Vanhooser and Mayor Shewey.

NAY: None.

Brief discussion was held regarding a contract award for Project No. M-1404A, Santa Fe Depot Roof Replacement. It was noted that the lowest responsible bid was submitted by Sexton Construction, LLC, Oklahoma City, Oklahoma, in the amount of \$69,900.00.

Motion was made by Commissioner Timm and seconded by Commissioner Wilson to award said contract to Sexton Construction, LLC in the amount of \$69,900.00, and authorize the Mayor to execute all contract documents after review by the City Attorney, and the vote was as follows:

AYE: Commissioners Janzen, Stuber, Ezzell, Timm, Wilson, Vanhooser and Mayor Shewey.

NAY: None.

Discussion was held regarding the placement of the Boomer statue. It was noted that this item was reviewed by commissioners at the March 4, 2014 Study Session, during which time Commissioner Janzen proposed the placement of the statue in the Convention Hall Plaza.

Assistant City Manager Joan Riley presented historical facts and photographs depicting the Enid Land Office, originally constructed at Maine and Grand, and the Doughboy statue, originally placed on

the west side of the Public Library of Enid and Garfield County (Library). She offered an additional option to redesign the grounds of the Library, relocate the Doughboy statue to its original position on the west side of the Library, and place the Boomer statue in the vicinity of the original Land Office on the east Library lawn.

Following brief discussion, motion was made by Commissioner Janzen to place the Boomer statue in the Convention Hall Plaza.

Motion was seconded by Commissioner Stuber.

Mr. Dan Dillingham, 3706 Compound, addressed the Commission, stating that he favored placement of the statue in the Convention Hall Plaza.

Ms. Linda Record, 1802 Quailwood Drive, addressed the Commission, stating that she also preferred placement of the statue in the Convention Hall Plaza.

Following further discussion, Commissioner Vanhooser asked if Commissioner Janzen would amend his motion to table said item for two (2) weeks.

Commissioner Wilson stated that she would also like to see the item tabled.

Commissioner Janzen declined, and asked for a vote on his original motion.

The vote was taken as follows:

AYE: Commissioner Janzen, Stuber, Ezzell, Timm and Mayor Shewey.

NAY: Commissioners Wilson and Vanhooser.

Commissioner Janzen asked that Item No. 9.13, Approve And Execute A Professional Services Agreement With HWH Group Of Paris, Texas, be removed from the list of Consent Items.

Motion was made by Commissioner Ezzell and seconded by Commissioner Wilson to approve staff recommendations on the following Consent Items as listed, and the vote was as follows:

AYE: Commissioners Janzen, Stuber, Ezzell, Timm, Wilson, Vanhooser and Mayor Shewey.

NAY: None.

- (1) Approval of Amendment No. 7 with Convergence Design, LLC, for Project No. M-1109A, Enid Event Center, which will modify hand railing for gate operations, and eliminate exposed steel edging, at a reduction in design service fees in the amount of \$5,518.00;
- (2) Approval of request to designate the 200 Block of East Maple as a one-way street eastbound;
- (3) Approval of Change Order No. 1 with Goins Enterprises for Project No. W-1407A, 2013 Water Meter Maintenance Program, which will provide additional water line repairs at a cost of \$9,770.00, for a total revised contract amount of \$76,970.00;
- (4) Approval of contract awards for the 2014 Abatement Program to Manning Mowing, Enid, Oklahoma, and Girls Getter Done, Enid, Oklahoma;
- (5) Approval of Change Order No. 8 with Rick Lorenz Construction, Inc., for Project No. R-1201A, 2012 Local Street Program, which will adjust final quantities as placed, at a reduction of \$23,207.61, for a total revised contract amount of \$1,401,004.00; and acceptance of work in said project as completed by the contractor.
- (6) Approval of contract award for Project No. R-1401A, 2014 Local Street Program, to the lowest responsible bidder, Rick Lorenz Construction, Inc., Enid, Oklahoma, in the amount of \$949,402.84, and authorize the Mayor to execute all contract documents after review by the City Attorney;
- (7) Approval of contract award for Project No. R-1402A, 2014 Street Resurfacing Program, to the lowest responsible bidder, Cummins Construction Company, Inc., Enid, Oklahoma, for the Base Bid and Alternates No. 2 and 3 in the total amount of \$1,356,879.45, and authorize the Mayor to execute all contract documents after review by the City Attorney;
- (8) Approval of Amendment No. 1 to the Agreement for Professional Engineering Services with Alan Plummer Associates, Inc., for Project No. S-1303A, Wastewater Treatment Plant, Treatment Enhancement Feasibility Study, which will revise the original scope of the agreement to assist the City in acquiring a re-use permit from the Oklahoma Department of Environmental Quality, and conduct a technical evaluation of current treatment processes to reduce phosphorus, both in support of Koch Nitrogen's plans to utilize re-use water during a pilot program, at an additional cost of \$17,275.00, for a total revised contract amount of \$92,275.00;
- (9) Approval of Change Order No. 2 with Landmark Structures I, LP, for Project No. W-0820A, Meadowlake Elevated Water Storage Tank and Pump Station, which will deduct \$3,313.00 from the contract for final quantities placed, for a total revised contract amount of \$2,408,687.00; and acceptance of work in said project as completed by the contractor;
- (10) Approval of Change Order No. 2 with Luckinbill, Inc., for Project No. W-1105A, Van Buren Waterline Extension, which will adjust actual quantities delivered, at an additional cost of \$13,893.05, for a total revised contract amount of \$2,082,420.35;
- (11) Denial of tort claim submitted by Ms. Linda R. Wood for alleged property damages in the amount of \$250.49 due to a sewer backup.

- (12) Approval of Economic Development Agreement with Enid Travel Plaza, LLC;
- (13) Approval of Release of Water Rights Conveyance and Reservation of Easement in the S.W./4 of Section 11-21-8, Garfield County, Oklahoma, with Noble C. Long;

and

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

(List Claims)

Brief discussion was held on Item 9.13, Approve And Execute A Professional Services Agreement With HWH Group Of Paris, Texas, to seek and utilize new market tax credits with respect to constructing a downtown parking garage.

Motion was made by Commissioner Stuber and seconded by Commissioner Ezzell to approve the agreement as presented, and the vote was as follows:

AYE: Commissioners Stuber, Ezzell, Timm, Wilson, Vanhooser and Mayor Shewey.

NAY: Commissioner Janzen.

Mayor Shewey recessed the meeting to convene as the Enid Municipal Authority.

- TRUSTEES OF THE ENID MUNICIPAL AUTHORITY -

PRESENT: Trustees Janzen, Stuber, Ezzell, Timm, Wilson, Vanhooser, Chairman Shewey, Trust Manager Eric Benson, Trust Attorney Andrea Chism, and Secretary Linda Parks.

ABSENT: None.

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

AYE: Trustees Janzen, Stuber, Ezzell, Timm, Wilson, Vanhooser and Chairman Shewey.

NAY: None.

(List Claims)

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

-TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY-

PRESENT: Trustees Janzen, Stuber, Ezzell, Timm, Wilson, Vanhooser, Chairman Shewey, General Manager Eric Benson, Trust Attorney Andrea Chism, and Secretary Linda Parks.

ABSENT: None.

Motion was made by Trustee Stuber and seconded by Trustee Ezzell to approve an Economic Development Agreement with Enid Travel Plaza, LLC, and the vote was as follows:

AYE: Trustees Janzen, Stuber, Ezzell, Timm, Wilson, Vanhooser and Chairman Shewey.

NAY: None.

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

AYE: Trustees Janzen, Stuber, Ezzell, Timm, Wilson, Vanhooser and Chairman Shewey.

NAY: None.

(List Claims)

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

- MAYOR AND BOARD OF COMMISSIONERS-

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

AYE: Commissioners Janzen, Stuber, Ezzell, Timm and Mayor Shewey.

NAY: Commissioners Wilson and Vanhooser.

The meeting adjourned at 7:32 P.M.

**BOARDS AND COMMISSIONS
APRIL 1, 2014**

**BALLOT
POLICE CIVIL SERVICE COMMISSION**

APRIL DANAHY

RYAN HAMILTON

T. GEOFFREY LUKE

(Currently serves on the Board of Adjustment)

BILL STITTSWORTH

(Currently serves on the Board of Adjustment)

Vote for one (1) to fill vacancy.

Initial _____

CITY OF ENID
ADVISORY COMMISSION APPLICATION FORM

POLICE CIVIL SERVICE COMMISSION

NAME April Danahy
HOME ADDRESS 1215 Dover Place ENID, OK 73703
MAILING ADDRESS 1215 Dover Place ENID, OK 73703
HOME PHONE 402-7881 BUSINESS PHONE 234-5151
DRIVER'S LICENSE # K081012442 COMMISSION WARD 5

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

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

CIVIL, PROFESSIONAL & COMMUNITY ACTIVITIES Leadership Oklahoma Class XVIII,
Enid STEM, United Way of Enid, Vance Air Force Base -
Honorary Wing Commander, Chamber of Commerce,
more activities available on request.

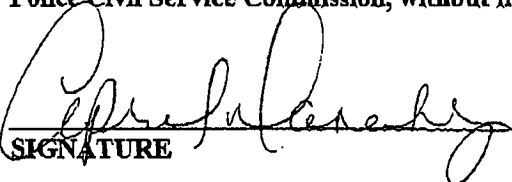
OTHER COMMENTS I have served on the Enid Fire
Civil Service Commission and other City of
Enid Boards and/or authorities. I would
be honored to continue serving the Enid
community on the Enid Police Civil Service Commission.

REFERENCES
But Mackie Ernie Carrier
Doug Frantz Martie Dylee

AUTHORIZATION FOR BACKGROUND INFORMATION

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

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


SIGNATURE

March 24, 2014
DATE

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

**CITY OF ENID
ADVISORY COMMISSION APPLICATION FORM**

POLICE CIVIL SERVICE COMMISSION

NAME Ryan D. Hamilton

HOME ADDRESS 32 Cumberlin Rd Enid OK 73703

MAILING ADDRESS 32 Cumberlin Rd Enid OK 73703

HOME PHONE (405) 919-2051 **BUSINESS PHONE** 800-633-8766

DRIVER'S LICENSE # F080450620 **COMMISSION WARD** OSCL

**HAVE YOU EVER BEEN CONVICTED OF A CRIME (OTHER THAN TRAFFIC OFFENSES)?
IF SO, WHAT, WHEN, AND WHERE?** Yes. Public Intoxication. 5/1/2007. Skiatook, OK.

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

CIVIL, PROFESSIONAL & COMMUNITY ACTIVITIES Heart Rhythm Society. American Society
Of Radiologic Technologists. Chisholm Elementary Rural Football League Coach.

OTHER COMMENTS I would consider it an honor to be given the opportunity to serve on the Enid Police
Civil Service Commission.

REFERENCES

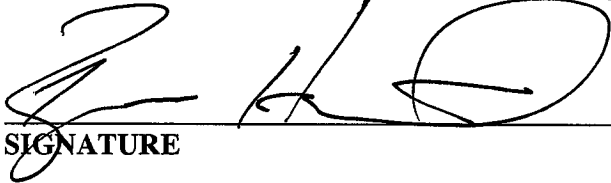
John Schrader, M.D. Integris Bass Hospital

David Vanhooser, M.D. Integris Bass Hospital

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

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


SIGNATURE

3/24/2014
DATE

Return application to:

City Clerk

401 W. Owen K. Garriott Road
Enid, OK 73701

or:

PO Box 1768
Enid, OK 73702

FAX: 580-242-7760

4-3-13 LM

YES 3-25-14

CITY OF ENID
ADVISORY COMMISSION APPLICATION FORM

POLICE CIVIL SERVICE COMMISSION

NAME T. Beard Pray Lake

HOME ADDRESS 1105 Quail Trail Blvd, OK 73703

MAILING ADDRESS _____

HOME PHONE (580) 747-3377 BUSINESS PHONE (580) 548-1131

DRIVER'S LICENSE # 5083191376 COMMISSION WARD 1

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

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

CIVIL, PROFESSIONAL & COMMUNITY ACTIVITIES SEE ATTACHED

OTHER COMMENTS I look forward to becoming a more active
part of my community.

REFERENCES Jeffrey S. Tarrant, FASCHG OLIVER D. HANSON, M.S. DABR

AUTHORIZATION FOR BACKGROUND INFORMATION

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

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


SIGNATURE

3-25-12
DATE

Return application to:

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

or:

PO Box 1768
Enid, OK 73702

T. GEOFFREY LUKE

1105 Quail Trail
Enid, OK 73703
Phone: (580) 747-3377
Email: tgluke@yahoo.com

OBJECTIVE

To become more involved in my community and its future.

PROFESSIONAL QUALIFICATIONS

- 15 years of experience with Varian, Phillips and several other accelerators, Treatment Planning systems and CT Simulators.
- Interacted with patients and utilized excellent organizational skills to arrange and coordinate x-rays, simulations and treatments.
- Supervised radiation therapy staff, including work schedules, annual reviews and continuing education.
- Oversaw all Continuing Quality Improvement and Quality Assurance with staff and equipment.
- Handled the tough cases while remaining empathetic with individuals and their families.
- Compassionately cared for patients.

EMPLOYMENT

2008-Present Supervisor Radiation Oncology Radiation Oncology, INTEGRIS Bass Baptist, Enid, OK

- Manage the Radiation Oncology Center; handling operational and staffing requirements (fully staffed for the first time in 8 years.)
- Management of Operational and Capital Budget.
- Implemented new charge capture procedures and policies; integrating Varian and hospital billing systems.

1999-2008 Senior Radiation Therapist, The Reddy Cancer Treatment Center, Malone, NY

- Managed Radiation Oncology Center and staff.
- Simultaneously administered daily patient treatments, simulations, treatment plans and block cutting.
- Updated Policy and Procedure manual and Quality Assurance manual.
- Coordinated peer reviews for the physician and physicist, and worked with the state to keep up to date with New York State Department of Health reviews and standards.

1994-1999 Radiation Therapist, Cancer Treatment Services of the Southern Tier, Hornell, NY

- Administered daily treatments, simulations, treatment planning and block cutting.

1993-1994 Radiation Therapist, St. James Mercy Hospital, Butte, MT

- Administered daily treatments, simulations and treatment planning.

EDUCATION

- 1993 Licensure in Radiation Therapy RT (T)
1990-1992 Associates in Radiation Therapy, University of Rochester School of Medicine,
Rochester, NY

PROFESSIONAL DEVELOPMENT

- 2011 INTEGRIS Leadership Summit - INTEGRIS Health OKC, Oklahoma
2009 Society for Radiation Oncology Administrators - Chicago, Illinois
2009 Leadership 'Continuous Learning' - INTEGRIS Health OKC, Oklahoma
2009 The Coaching Clinic - INTEGRIS Health OKC, Oklahoma
2006 Dale Carnegie Management Development / Effective Communication & Human Relations
2005 Innovations in the Treatment of Breast Cancer, San Francisco, CA
2004 American Society of Radiologic Technologists Conference, Atlanta, GA
2002 American Society of Radiologic Technologists Conference, New Orleans, LA
2000 American Society of Radiologic Technologists Conference
1996 Physics & Dosimetry Conference, Boston, MA
1994 American Society of Radiologic Technologists Conference, San Francisco, CA

COMPUTER SKILLS

Microsoft Office, Microsoft Word, Microsoft Excel, Microsoft PowerPoint

RELATED ACTIVITIES

- Relay for Life - Survivor Chair
- Relay for Life - Assisted in coordination and fundraising.
- Health Fairs - Provided information to the community on oncology services.
- Support Groups - Assisted in the maintenance of Prostate and Breast Cancer Support Groups.
- New Visions Program - Supervised students interested in medical careers.
- Government Students - Supervised high school students required to perform community service hours.

4.3.13 LM

YES 3-25-14

CITY OF ENID
ADVISORY COMMISSION APPLICATION FORM

POLICE CIVIL SERVICE COMMISSION

NAME William Gregory Stittsworth

HOME ADDRESS 1314 West Elm Enid, Oklahoma 73703

MAILING ADDRESS 2420 N. Washington Enid, Oklahoma 73701

HOME PHONE 580-237-1902 BUSINESS PHONE 580-233-9500

DRIVER'S LICENSE # C080861608 COMMISSION WARD _____

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

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

CIVIL, PROFESSIONAL & COMMUNITY ACTIVITIES President, Stittsworth
Funeral Service, INC., Secretary of Chisholm Trail Burial Park,
Member, I.O.O.F, Knights of Columbus, Member of St. Francis Xavier,
Affiliated with Emmanuel Baptist, President, Stittsworth Community Center,

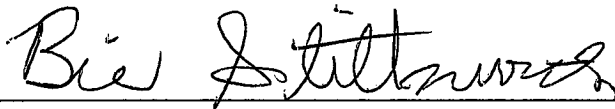
OTHER COMMENTS Amy and I made Enid our permanent home, raising our
five children here. Enid is a community rich in traditional growth.
Our committment to the community is expressed on daily. The Police
Department is the heartbeat of our community and, we want tohelp in
Any way we can.

REFERENCES

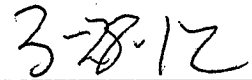
AUTHORIZATION FOR BACKGROUND INFORMATION

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

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



SIGNATURE



DATE

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

ORGANIZATION	PROJECT/ACTIVITY	REQUESTED	FUNDING COMMITTEE RECOMMENDATIONS
Section 108	Repayment of Loan for NOC	\$ 153,105.00	\$ 153,105.00
Administration	Administration and Planning	\$ 90,000.00	\$ 90,000.00
CDSA-Housing ER/BR	Emergency Repairs	\$ 113,000.00	\$ 75,000.00
City of Enid-Parks	Don Haskin Park ADA Parking & Sidewalks	\$ 15,000.00	\$ 15,000.00
City of Enid-Parks	Phillips Southern Heights Park ADA Parking & Sidewalks	\$ 7,475.00	\$ 7,475.00
City of Enid-Parks	Champion Park Gym Floor	\$ 31,745.00	\$ 20,000.00
City of Enid-Parks	Champion Park ADA Parking	\$ 40,375.00	\$ -
YWCA-	Equipment/Laundry Room Appliances	\$ 1,483.00	\$ 1,483.00
Booker T. Washington	Roof Doors Interior Rehab paint walls	\$ 97,077.01	\$ 72,034.00
Booker T. Washington-	After School Program/Summer/Reading Program	\$ 40,000.00	\$ -
4RKids	ADA Accessible Doors	\$ 14,470.00	\$ 10,000.00
Sandbox Learning Center-	Kitchen rehab/Windows/Walls	\$ 14,800.00	\$ 10,000.00
City of Enid-Code Enforcement	Demolition Assistance	\$ 50,000.00	\$ -
Total Requested		\$ 668,530.01	\$ 454,097.00

13 Projects

10 Recommended Funding

3 Not Recommended for Funding

TO: Metropolitan Area Planning Commission
FROM: Chris Bauer, Planning Administrator
SUBJECT: Grand Energy Land Use Amendment
DATE: March 10, 2014

Background: This Land Use Amendment includes two unplatted tracts located in the SW/4 of Section 3 Township 22 North Range 6 West, I.M., containing approximately 5 acres. The land wraps around the existing bar (Club 30) with frontage on 30th Street and Chestnut. If the amendment is approved the Land Use Classification will change from "Medium-Intensity Commercial" to "High Intensity-Industrial" and would support the rezoning from "C-3" General Commercial to "I-2" Light Industrial. The rezoning request is for a new secure yard for truck and trailer parking and basic maintenance.

When considering a proposed amendment to the plan, the Metropolitan Area Planning Commission and City Commission may consider these questions, as well as any others that are relevant.

- 1. The proposed amendment is consistent with the overall intent of the plan or results in an improved plan.**

The proposed amendment is consistent with the overall plan and results in an improved plan that allows the expansion of the existing high intensity industrial land use classification located north of the rail road and along 30th Street.

- 2. The proposed amendment will not adversely affect the community as a whole or significant portion of it by**

- A. Significantly altering acceptable existing and future land use patterns, as defined in the text and maps of this Plan;**

This Amendment does not alter existing land use patterns as the existing property is vacant adjacent to C-3 commercial zoning on the west and south, I-2 zoning to the north, and agriculture zoning to the east with heavy intensity land use nearby.

- B. Requiring unmitigated larger and more expensive improvements to streets, water, sewer, or other public facility or services;**

30th Street is a principle arterial and Chestnut is a collector and is adequate to support the proposed increase in land use intensity. There is an existing 24" water main in 30th Street and 20" water main in Chestnut.

There is no sanitary sewer service to this property. The applicant did not submit a plan to mitigate this improvement. The proposed amendment requires an unmitigated improvement to the sewer.

- C. Adversely impacting existing uses because of unmitigated greater than anticipated impact on facilities and services;**

Increasing the land use intensity to High Intensity Industrial to accommodate the truck and trailer parking with basic maintenance would not adversely impact the streets and water facilities. However, the proposal does not address the extension of the sanitary sewer or its impact on the exiting sanitary sewer system.

- D. Adversely impacting the livability of the area or the health and safety of its residence.**

There is nothing in the proposed amendment that will adversely impact the health and safety of the surrounding commercial and agriculture uses once the sanitary sewer issues is resolved.



I-3

I-2

E Ash Ave

64

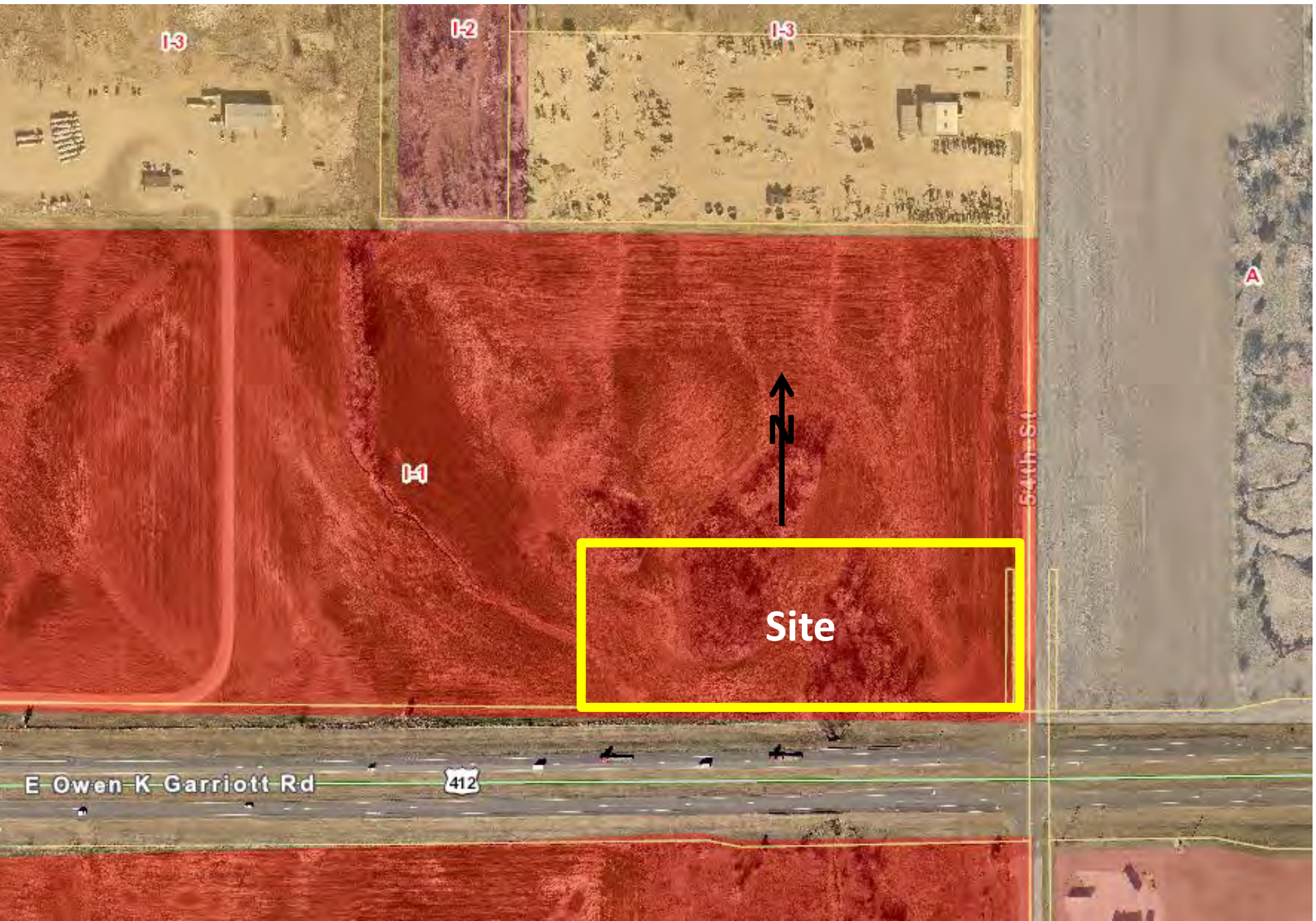
Site

C-3



A

E Chestnut Ave



I-3

I-2

I-3

A

B4



Site

54th St

E Owen K Garriott Rd

412

RESOLUTION

APPROVAL OF CHANGE TO THE OFFICIAL COMPREHENSIVE LAND USE PLAN FOR THE ENID METROPOLITAN AREA

WHEREAS, the Enid-Garfield County Metropolitan Area Planning Commission has caused to be prepared a plan titled "Enid Metropolitan Area Comprehensive Plan 2025", approval of which the City Commission deemed to be in the public interest and in keeping with the purposes set forth in Title 19, Oklahoma Statutes, Section 866.10; and

WHEREAS, the City Commission of the City of Enid, Oklahoma, has approved a Comprehensive Plan, in whole and insofar as such plan affects the area within the city limits of the municipality, to guide the physical development of the Enid Metropolitan Area; and

WHEREAS, the Enid-Garfield County Metropolitan Area Planning Commission did hold a Public Hearing on the 18th day of April, 2005, for the purpose of considering the adoption of the Comprehensive Plan, in whole or in part. Public notice of which meeting was duly given as required by law; and

WHEREAS, the City Commission has held a Public Hearing on the 19th day of April, 2005 and has given consideration of opinions and evidence presented at said Public Hearing and the content of "Enid Metropolitan Area Comprehensive Plan 2025".

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Enid, Oklahoma, that the Comprehensive Plan is hereby amended as authorized by Title 19, Oklahoma Statutes, Section 866.10. as follows:

A part of the Southwest Quarter of Section Three (3), Township Twenty-two (22) North, range Six (6) West, Indian Meridian, Enid, Garfield County, Oklahoma being more particularly described as follows: Commencing at the Southwest corner of the Southwest Quarter Section 3; Thence east along the south line of said Southwest Quarter on a bearing relative to O.D.O.T. Highway Right-of-way at book 262 page 279 of South 89 degrees 30 minutes 47 seconds East* a distance of 59.33 feet; Thence North 00 degrees 55 minutes 31 seconds East along the east line of the Highway Right-of-way recorded at book 262 page 279 a distance of 243.28 feet to the Point of Beginning; Thence continuing North 00 degrees 55 minutes 31 seconds East along the east line of the Highway Right-of-way recorded at book 262 page 279 a distance of 96.28 feet; Thence North 88 degrees 45 minutes 15 seconds East along the south line of a parcel recorded at book 1192 page 138 a distance of 173.44 feet; Thence 01 degrees 30 minutes 35 seconds West along the west line of a parcel recorded at book 1812 page 638 a distance of 101.53 feet; Thence North 89 degrees 30 minutes 47 seconds West along the north line of a parcel recorded at book 1468 page 260, being parallel with the south line of said Southwest Quarter a distance of 172.28 feet to the Point of Beginning. AND A tract of land lying in the South Half of the Southwest Quarter (S/2 SW/4) of Section Three (3), Township Twenty-two (22) North, Range Six (6) West of the Indian Meridian, City of Enid, Garfield County, Oklahoma, more particularly described as BEGINNING 236.68 feet along and following the south section line bearing S89°16'00"E from the southwest corner of Section 3 to the point of beginning, THENCE 329.55 feet along and following the south section line bearing S89°16'00"E to a ½" rebar capped CA 980, THENCE 473.17 feet bearing N00°E to a ½" rebar capped CA 980, THENCE 350.35 feet parallel the center line of the railway bearing N 62°26'43"W to a ½" rebar capped CA 980, THENCE 286.64 feet bearing S03°11'19"W to a ½" rebar capped CA

980, THENCE 101.58 feet bearing S01°44'57"W to a ½" rebar capped CA 980, THENCE 243.29 feet bearing S00°01'48"E to the point of beginning.

is changed from Medium Intensity Commercial to High Intensity Industrial located at 917 North 30th and 3026 East Chestnut.

APPROVED this 1st day of April, 2014, by a majority of the full membership of the City Commission, City of Enid, Oklahoma.

CITY OF ENID,
A Municipal Corporation

William E. Shewey
MAYOR

(SEAL)
ATTEST:

CITY CLERK

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 11 CHAPTER 2, SECTION 11-2-1 OF THE ENID MUNICIPAL CODE, 2003, BY CHANGING THE ZONING ON A CERTAIN PROPERTY AND DESCRIBING THE SAME, AMENDING THE ZONING MAP ACCORDINGLY.

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

Section I. That Title 11, Chapter 2, Section 11-2-1, of the City of Enid, Oklahoma, is hereby amended by adding the following:

The zoning of;

A part of the Southwest Quarter of Section Three (3), Township Twenty-two (22) North, range Six (6) West, Indian Meridian, Enid, Garfield County, Oklahoma being more particularly described as follows: Commencing at the Southwest corner of the Southwest Quarter Section 3; Thence east along the south line of said Southwest Quarter on a bearing relative to O.D.O.T. Highway Right-of-way at book 262 page 279 of South 89 degrees 30 minutes 47 seconds East* a distance of 59.33 feet; Thence North 00 degrees 55 minutes 31 seconds East along the east line of the Highway Right-of-way recorded at book 262 page 279 a distance of 243.28 feet to the Point of Beginning; Thence continuing North 00 degrees 55 minutes 31 seconds East along the east line of the Highway Right-of-way recorded at book 262 page 279 a distance of 96.28 feet; Thence North 88 degrees 45 minutes 15 seconds East along the south line of a parcel recorded at book 1192 page 138 a distance of 173.44 feet; Thence 01 degrees 30 minutes 35 seconds West along the west line of a parcel recorded at book 1812 page 638 a distance of 101.53 feet; Thence North 89 degrees 30 minutes 47 seconds West along the north line of a parcel recorded at book 1468 page 260, being parallel with the south line of said Southwest Quarter a distance of 172.28 feet to the Point of Beginning. AND A tract of land lying in the South Half of the Southwest Quarter (S/2 SW/4) of Section Three (3), Township Twenty-two (22) North, Range Six (6) West of the Indian Meridian, City of Enid, Garfield County, Oklahoma, more particularly described as BEGINNING 236.68 feet along and following the south section line bearing S89°16'00"E from the southwest corner of Section 3 to the point of beginning, THENCE 329.55 feet along and following the south section line bearing S89°16'00"E to a ½" rebar capped CA 980, THENCE 473.17 feet bearing N00°E to a ½" rebar capped CA 980, THENCE 350.35 feet parallel the center line of the railway bearing N 62°26'43"W to a ½" rebar capped CA 980, THENCE 286.64 feet bearing S03°11'19"W to a ½" rebar capped CA 980, THENCE 101.58 feet bearing S01°44'57"W to a ½" rebar capped CA 980, THENCE 243.29 feet bearing S00°01'48"E to the point of beginning.

is changed to I-2 Light Industrial District and the boundaries of the zones on the "Zoning Map, Enid, Oklahoma" are hereby changed accordingly.

PASSED AND APPROVED this _____ day of _____, 2014.

William E. Shewey, Mayor

(Seal)

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY THIS _____ DAY OF _____, 2014

City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 11 CHAPTER 2, SECTION 11-2-1 OF THE ENID MUNICIPAL CODE, 2003, BY CHANGING THE ZONING ON A CERTAIN PROPERTY AND DESCRIBING THE SAME, AMENDING THE ZONING MAP ACCORDINGLY.

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

Section I. That Title 11, Chapter 2, Section 11-2-1, of the City of Enid, Oklahoma, is hereby amended by adding the following:

The zoning of;

Part of the Northeast Quarter of Section 11, T. 22N., R.6W., I.M., Garfield County, Oklahoma as shown as attached Exhibit "B" and being more particularly described as : COMMENCING at the northeast corner of said Northeast Quarter Section 11; Thence S 00°17'33"E* along the east line of said Northeast Quarter, for a distance of 1600 feet to the Point of Beginning; Thence continuing S00°17'33"E along the east line of said Northeast Quarter, for a distance of 400.00 feet; Thence N89°29'35"W, parallel with the north line of said Northeast Quarter, for a distance of 1089.99 feet; Thence N 00°17'33"W, parallel with the east line of said Northeast Quarter, for a distance of 400.00 feet; Thence S89°29'35"E, parallel with the north line of said Northeast Quarter, for a distance of 1089.00 feet to the POINT OF BEGINNING; Above described parcel contains 10.00 acres more or less. *All bearings shown hereon are relative to NAD83 Oklahoma State Plane Grid bearings.

is changed to I-2 Light Industrial District and the boundaries of the zones on the "Zoning Map, Enid, Oklahoma" are hereby changed accordingly.

PASSED AND APPROVED this _____ day of _____, 2014.

William E. Shewey, Mayor

(Seal)

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY THIS ___ DAY OF _____, 2014

City Attorney

RESOLUTION

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY ATTORNEY TO LEVY A JUDGMENT OF THE WORKERS' COMPENSATION COURT OF THE STATE OF OKLAHOMA ENTERED IN FAVOR OF JASON T. MITCHELL, AND AGAINST THE CITY OF ENID IN THE AMOUNT OF THIRTY TWO THOUSAND THREE HUNDRED DOLLARS (\$32,300); PROVIDING THAT THIS JUDGMENT WILL BE LEVIED PURSUANT TO 62 OKLA. STAT. §§ 365.1-365.6 AND TITLE 2, CHAPTER 3, SECTION 2-3-2D OF THE ENID MUNICIPAL CODE, 2003; APPROVING AN AGREEMENT ACKNOWLEDGING SUCH JUDGMENT; PROVIDING FOR THE PAYMENT OF SUCH JUDGMENT IN EXCHANGE FOR THE CITY'S PROMISE TO REPAY SUCH JUDGMENT FROM COLLECTED TAX LEVIES; AND DECLARING AN EMERGENCY.

WHEREAS, JASON T. MITCHELL suffered a work-related injury to his lumbar spine on July 7, 2012, during the course of his employment; and,

WHEREAS, This matter was adjudicated before the Workers' Compensation Court of the State of Oklahoma on February 11, 2014, with the Court entering an Order awarding JASON T. MITCHELL Thirty Two Thousand Three Hundred Dollars (\$32,300); and,

WHEREAS, the Mayor and Board of Commissioners deem it in the best interest of the City of Enid to take the actions as provided for in this Resolution.

NOW, THEREFORE, be it resolved by the Mayor and Board of Commissioners of the City of Enid, that:

1. This judgment shall be levied as provided by 62 O.S. §§ 365.1 - 365.6 and Title 2, Chapter 3, Section 2-3-2D of the Enid Municipal Code, 2003; and be paid as follows:
 - A. Payment on June 15, 2015, of one-third (1/3) of the principal amount together with statutory interest, if any, accrued to date;
 - B. Payment on June 15, 2016, of one-third (1/3) of the principal amount with statutory interest, if any, accrued since first payment;
 - C. Payment on June 15, 2017, of the balance of the principal and statutory interest due, if any.
2. An agreement acknowledging such judgment pursuant to an Acknowledgment of Judgment attached hereto and providing for the payment of such judgment in exchange for the City's promise to repay such judgment from collected tax levies is hereby approved.

PASSED AND APPROVED by the Mayor and Board of Commissioners on the 1st day of April, 2014.

THE CITY OF ENID, OKLAHOMA

William E. Shewey, Mayor

(SEAL)

ATTEST

Linda Parks, City Clerk

APPROVED AS TO FORM AND LEGALITY

Andrea L. Chism, City Attorney

**ACKNOWLEDGMENT OF JUDGMENT AND
AGREEMENT FOR PAYMENT OF JUDGMENT**

WHEREAS, judgment was entered in the Workers' Compensation Court of the State of Oklahoma, in favor of JASON T. MITCHELL in the amount of Thirty Two Thousand Three Hundred Dollars (\$32,300.00); and,

WHEREAS, the above described judgment requires payment in full of the amount specified, with interest accruing at the applicable Oklahoma statutory judgment rate on the unpaid balance; and,

WHEREAS, the Mayor and Board of Commissioners determined it to be in the best interest of The City of Enid to pay this judgment by levy for ad valorem tax according to the provisions of Title 62 §§ 365.1 – 365.5 of Oklahoma Statutes of 2001, as amended, and Title 2, Chapter 3, Section 2-3-2D of the Enid Municipal Code of 2003, as amended; and,

WHEREAS, the Mayor and Board of Commissioners of The City of Enid, Oklahoma, desire to place this judgment on the county judgment rolls; and,

WHEREAS, The Enid Municipal Authority (EMA), a Public Trust, is willing to purchase and accept assignment of the judgment, and it understands that payment of the judgment will be made from the EMA, through the collection of ad valorem taxes.

NOW THEREFORE, in consideration of the mutual covenants of the parties, the Mayor and Board of Commissioners of the City of Enid and the Enid Municipal Authority, hereby covenant and agree:

1. That by virtue of assignment by JASON T. MITCHELL of his judgment to the EMA, it is entitled to payment of the judgment in the sum of Thirty Two Thousand Three Hundred Dollars (\$32,300.00), with interest accruing at the applicable Oklahoma statutory judgment rate on the unpaid balance.

2. That the EMA accepts assignment of this judgment and payment according to tax levy as cited herein.
3. That the dates for payment of the judgment from tax levy proceeds by the Mayor and Board of Commissioners of the City of Enid, Oklahoma is as follows:
 - A. Payment on June 15, 2015, of one-third (1/3) of the principal amount together with statutory interest, if any, accrued to date;
 - B. Payment on June 15, 2016, of one-third (1/3) of the principal amount with statutory interest, if any, accrued since first payment;
 - C. Payment on June 15, 2017, of the balance of the principal and statutory interest due, if any.
4. That the parties understand that the amount of the interim annual payments may vary according to tax collections by Garfield County and allocation and receipt thereof by Enid and that payment shall be applied first to interest, then to principal.

DATED this 1st day of April, 2014.

THE ENID MUNICIPAL AUTHORITY

William E. Shewey, Chairman

(SEAL)

ATTEST:

Linda Parks, Secretary

THE CITY OF ENID, OKLAHOMA

William E. Shewey, Mayor

(SEAL)

ATTEST:

Linda Parks, City Clerk

APPROVED AS TO FORM AND LEGALITY

Andrea L. Chism, City Attorney

COLLECTIVE BARGAINING
AGREEMENT

BETWEEN

THE CITY OF ENID, OKLAHOMA,
AN OKLAHOMA MUNICIPAL
CORPORATION

AND

AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES (AFSCME)
LOCAL #1136

FISCAL YEARS

2014-2015

and

2015-2016

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ARTICLE 1

PURPOSE OF AGREEMENT

It is the intent and purpose of this Agreement, entered into by and between the City of Enid, Oklahoma, an Oklahoma Municipal Corporation, hereinafter referred to as the “City” and American Federation of State, County and Municipal Employees (AFSCME), Local #1136, hereinafter referred to as the Union, to promote orderly, harmonious and constructive employment relations between the employer and its employees, to increase the efficiency of local City Government and to ensure the health and safety of the residents of the City of Enid.

ARTICLE 2

RECOGNITION

The City recognizes the Union, for the term of this Agreement, as the exclusive bargaining agent for the employees in the unit as determined by the City Charter and City Ordinances.

ARTICLE 3

SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the successors and assigns of the parties hereto during the term of this Agreement.

ARTICLE 4

WAIVER CLAUSE

The City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly, waive the right, and each agree that the other shall not be obligated, to further bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subjects or matters may not have been with the knowledge or contemplation of either or both parties at the time they negotiated and executed this Agreement.

ARTICLE 5

SAVINGS CLAUSE

Section 1. If any clause of this Agreement, or the application thereof to any person or circumstances, is held invalid by a court of competent jurisdiction, the invalidity shall not affect other provisions or applications of this Agreement, which can be given effect without the invalid provisions or applications, and to this end, the provisions of the Agreement are severable. The parties agree to immediately negotiate concerning substitute language for the invalidated language in the Agreement.

Section 2. It is understood that this Agreement cannot be altered in any manner, save by the complete written concurrence of the parties subscribing hereto.

Section 3. Any appendices to this Agreement shall become a part of this Agreement as if specifically set forth herein.

Section 4. All time limits set forth in this Agreement may be extended or reduced by the written consent of both parties, but if not so extended or reduced, shall be strictly observed.

ARTICLE 6

NON-DISCRIMINATION

Section 1. The City shall not discriminate against any unit member covered by this Agreement on the basis of race, color, creed, religion, gender, veteran or military status, national origin or a disability/handicap. Nor shall the City discriminate against any unit member for membership in or lack of membership in the Union, or activities on behalf of the Union or lack of activities on behalf of the Union

Section 2. The parties recognize that certain anti-discrimination laws may require the City to take actions to accommodate unit members in certain instances. The Union agrees to cooperate with the City in any duty the City may have to accommodate a unit member due to the requirements of an anti-discrimination law

ARTICLE 7

COPIES OF AGREEMENT

The City agrees to post this Agreement on the City network, accessible to all employees.

ARTICLE 8

BULLETIN BOARDS

Section 1. The City agrees to provide reasonable space at all work sites for a bulletin board for the posting of notices. The bulletin boards are agreed to by both parties as to the size, type and location as designated in Appendix Two. The parties may mutually agree to add or modify the list of locations as needed.

Section 2. It is understood that there shall be no material posted of a derogatory, libelous or inflammatory nature toward the City, its employees, its citizens or others.

Section 3. It shall be the Union's responsibility to maintain the Union material posted on the bulletin boards, ensuring that the material posted is in conformity with this section. Further, it is the Union's responsibility to ensure the removal of outdated material and that the posting of material is limited only to the bulletin board.

ARTICLE 9

TERM OF AGREEMENT

Section 1. The City and the Union, by these presents, reduced to writing the collective bargaining agreement resulting from the negotiations entered into by the City and the Union.

Section 2. Changes in working conditions or practices governed by this Agreement shall be effective upon the date that this Agreement is ratified by the bargaining unit, approved by the Enid City Commission and executed by the parties. This Agreement shall remain effective through June 30, 2016.

Section 3. No changes in compensation shall be effective for any time period prior to July 1, 2014, or the date upon which this Agreement is ratified by the bargaining unit, approved by the Enid City Commission and executed by the parties.

ARTICLE 10

COST OF LIVING INCREASE

Section 1. For Fiscal Year 2014-2015, the City agrees to apply a three and one-half percent (3.5%) cost of living increase to each current employee's base wage effective July 1, 2014, or at the next pay period after this Agreement becomes effective, whichever is later. Additionally, subject to appropriation by the Enid City Commission, for Fiscal Year 2015-2016, the City agrees to apply a three and one-half percent (3.5%) cost of living to each current employee's base wage effective July 1, 2015.

Section 2. Before the beginning of each Fiscal Year during the term of this Agreement, the City Commission shall determine whether to appropriate funds for expenditures under this Agreement for the Fiscal Year, as is required under the City's budgetary authority and the Oklahoma Constitution and Statutes. Should the City Commission fail to appropriate funds for expenditures under this Agreement, either the City or the Union may elect to open negotiations on monetary issues only.

ARTICLE 11

MANAGEMENT RIGHTS

Section 1. Nothing herein contained shall be construed or interpreted so as to infringe upon or remove the prerogatives of the City to operate and manage affairs in all respects in accordance with its responsibilities and power of authority, nor shall the right to collective bargaining extend to such matters.

Section 2. The employer retains all the rights of management, such as those found in the City of Enid Code, the Charter of the City of Enid, and the Personnel Manual, including, but not limited to:

- A. To hire, direct, promote and take disciplinary action against employees;
- B. To assign and determine working hours, including overtime and to allocate and assign work to employees;
- C. To determine the table of organization, including the right to organize and reorganize the organization, to determine job classifications, to determine the number of employees to be employed;
- D. To maintain the efficiency, safety, health and property protection of government operations;
- E. To determine the methods, means, procedures, locations and personnel by which such operations are to be conducted; and
- F. To introduce new or different methods or operations for the City or change, eliminate or alter any existing methods or operations;
- G. To determine the amount of supervision necessary;
- H. To determine and control the budget;

- I. To increase, reduce, change, modify or alter the composition and size of the work force, including, but not limited to, the right to relieve employees from duties due to lack of work, lack of funds or any other reason;
- J. To take whatever actions are necessary to carry out the mission of the City in situations of emergency.

Section 3. These rights shall apply to all supplemental, implementing, subsidiary, or informal agreements between the employer and the labor organization.

Section 4. The City, at its sole discretion, reserves the right to reward individual employees for performance and/or critical skills. This shall include, but shall not be limited to, performance incentives, bonuses and additional hourly compensation. Nothing in this Agreement shall be construed as prohibiting the City from rewarding and recognizing employees on an individual basis.

ARTICLE 12

WORK RULES

Section 1. The City may, in its discretion, adopt, modify and enforce reasonable written work rules applicable to employees in the bargaining unit, provided such work rules are not inconsistent with any provisions of this Agreement or inconsistent with law. Employees may be disciplined for violation of any written work rules. Any verbal directives that are intended to be work rules shall be issued in writing within two (2) weeks of such direction.

Section 2. All provisions of the City Personnel Manual not in conflict with this Agreement shall apply to all employees covered by this Agreement.

ARTICLE 13

EMPLOYEE ORIENTATION

AFSCME may provide an informational packet to be given to new employees during the initial new hire orientation. All discussions with new employees regarding AFSCME membership may occur on breaks or unpaid time for all employees.

ARTICLE 14

LABOR/MANAGEMENT COMMITTEE

Section 1. The City and the Union agree to meet quarterly or as needed. A Labor/Management Committee shall be formed for such meetings and shall be comprised of the City Manager, or his/her designee, the Union President, or his/her designee and representatives of Management and the Union. The Committee shall meet at a time mutually agreeable to Committee members. Meetings may be called by either side.

Section 2. The Committee is intended to encourage more communication between the parties. The Committee may discuss any matters relating to the operations of City Government, including how the sides may work together for the productive maximum productivity for their tax dollars, and any other issues that may affect the parties, except pending grievances.

Section 3. The Committee does not have the authority to restrict, limit or impair any management rights of the City, or the authority to amend, alter or negotiate provisions of this Agreement.

ARTICLE 15

VACANCIES AND PROMOTIONAL OPPORTUNITIES

Section 1. Vacancies and Promotional Opportunities

A. Vacant positions covered by this Agreement shall be posted for a minimum of seven (7) calendar days prior to filling the position, or a minimum of five (5) calendar days for those positions posted internally only. If a similar opening has been posted in the last ninety (90) days and there remains an adequate applicant pool, it will not be necessary to post the position, provided the position is filled from the existing applicant pool for that position or a similar position.

B. Employees covered by this Agreement may apply for posted positions. Any employee may apply in writing for such vacancy only during the posting period. Seniority may be a consideration as to which candidate shall be hired to fill such job opening; however, qualifications for the job opening, not seniority, shall control. The City may hire an applicant from outside the City workforce when the person is the best qualified for the job.

C. The qualifications necessary for a particular vacancy and the determination of comparative qualifications of the various candidates shall be determined by the City. Qualifications can include, but are not limited to: job-related experiences, training, certifications, licenses, performance and evaluations.

D. Employees selected for promotional interview will be required to take the same pre-employment skills testing as external applicants and may not advance if sufficient skills and employment eligibility cannot be demonstrated.

E. Current employees who are promoted to a higher-level position shall receive a four percent (4%) increase to the base salary or the entry-level amount of the pay-range of the new position, whichever is greater.

Section 2. Transfers to positions requiring the same or lower skill level within the same department will not require additional testing if the employee being transferred has applicable testing results on file in the Human Resources Department that were satisfactorily completed within the previous eighteen (18) months, unless such testing is needed to determine the best qualified internal applicant. Any other transfer may require an employee to take the same pre-employment skills testing as external applicants, and the employee shall be informed of any portion failed.

ARTICLE 16

SENIORITY

Seniority shall mean the length of continuous service with the City, except for promotions and reductions in force. In these circumstances, seniority shall mean the length of service with the City, exclusive of years served in the Fire or Police Civil Service systems. For purposes of determining continuous service, lapses in employment of less than a year or lapses caused by a layoff and a subsequent rehire during the recall period will not be considered a break in service.

ARTICLE 17

PROBATIONARY PERIODS

Section 1. The probationary period is considered an integral part of the selection process for regular employment and shall be utilized to closely observe the employee's work, to secure the most effective adjustment of a new or promoted employee to his or her position, and to allow for termination of any employee whose performance does not meet the required work standards.

Section 2. Initial Probation

A. The normal probationary period of regular full time and regular part time employees in their initial hire is one year. The probationary period shall begin immediately upon appointment. If at the end of this period the Department Head has questions regarding the employee's fitness for his position he may request an extension of the probationary period for an additional period not to exceed an additional six months. Extension of the probationary period shall be in writing and be subject to approval of the Human Resources Director. The maximum duration of the probation shall be one year. However, any continuous lapse in attendance longer than three weeks shall extend the probationary period for an equal amount of days.

- B. Employees serving their initial probation do not have seniority. Upon successfully completing probation, an employee acquires seniority and it shall be retroactive to the first day of continuous service with the City.

Section 3. Promotional Probation. An employee promoted to a new position shall serve a probationary period of six months, during which time his fitness for the new position shall be evaluated. Failure to successfully complete the probationary period may result in termination; but the City at its discretion will try to place the employee in an open position if available. The time period for a promotional probation may be extended for an additional three months at the Department Head's discretion, unless the position has licensing or certification requirements, in such case probation may be extended to provide for the full amount of time to obtain appropriate licensing or certification.

Section 4. Transfers. Promotional probation does not apply to lateral transfers or transfers to a lower pay range, whether the transfer is as a result of the employee requesting the transfer, or the city making a transfer when a position is eliminated or as a temporary measure where a complaint is being investigated.

Section 5. This Article supersedes Section 500 of the City's Personnel Manual.

ARTICLE 18

HOURS WORKED

Section 1. Full Time Employees. Full time employees will typically have a workweek of forty (40) hours, consisting of five (5) eight (8) hour days per week with two (2) days off. Some operations, such as residential waste collection or airport operations, may necessitate that employees be assigned to work ten (10) hours per day, four (4) days per week. The City may vary the typical work schedule and/or work days as it determines is appropriate for operational or efficiency reasons, provided the City gives two (2) weeks advance notice to employees, except in exigent circumstances. The specific hours of work of each day for each department shall be determined by the City.

Section 2. Meal Periods and Breaks. Employees who work eight (8) hours or more in a day will be permitted up to a one (1) hour, unpaid meal period at a time determined appropriate by management, and, when schedules allow, two (2) paid breaks of twenty (20) minutes each; one (1) in the first half of the work day and one (1) in the second half of the work day. Breaks and lunch hours may not be combined to allow for extended time from job duties without consent of the supervisor.

Section 3. The workweek shall be each sequence of seven (7) consecutive calendar days from 12:00 a.m. Monday to the following Sunday at 11:59pm.

Section 4. It is the policy of the City not to use split shifts as a typical work schedule. Split shifts will only be utilized in exigent circumstances for short periods of time and must be specifically authorized by the City Manager.

Section 5. In the event the City Manager determines that inclement weather or hazardous conditions require closure of facilities, hourly employees designated to continue working shall be compensated at the regular rate of pay. Those employees who were working, but allowed to leave early, may utilize paid or unpaid leave for the remainder of their regularly scheduled work hours.

Section 5. This Article supersedes Section 904 of the City's Personnel Manual.

ARTICLE 19

DRUG AND ALCOHOL TESTING

The parties agree to follow the drug and alcohol testing procedures as outlined in the City of Enid Personnel Manual.

ARTICLE 20

DISCIPLINE

Section 1. Prior to discipline being imposed, the supervisor imposing the discipline will have a meeting with the employee to discuss the issue and obtain the employee's statement. If after such meeting, the supervisor determines that documented counseling or written reprimand is the only action that is needed, it may be completed at this meeting on a form prescribed by the City of Enid.

Section 2. If the supervisor is considering more serious discipline, the employee will be advised and a time to resume the meeting will be determined. At this follow-up meeting, the employee will be advised of the discipline imposed and will receive a written statement regarding the discipline taken.

Section 3. Appeals:

A. Non-loss of pay discipline Appeal for non-probationary employees. In the event that a documented counseling or written reprimand is imposed, and the employee believes it is unjust because the employee did not commit the offense or that the penalty is inappropriate, the employee may appeal the discipline to the City Manager by notifying the Human Resources Department, in writing, within 5 calendar days of being notified of the discipline imposed. The appeal shall be presented on the form provided by the City of Enid. The appeal will consist of a review of the written material presented and may, or

may not, include interviews of the employee and/or witnesses. The City Manager's decision shall be final.

- B. Loss of pay discipline Appeal for non-probationary employees. In the event of a loss of pay discipline (suspension without pay, a demotion or discharge); the employee will be provided an opportunity for a hearing to appeal the discipline decision to the City Manager. The imposition of the discipline will be stayed during the appeal to the City Manager. The City Manager, or his designee, and the Human Resources Director will meet with the employee and the department head, and/or administrative staff person within ten (10) calendar days. This will be an opportunity for the employee to present any evidence or witness testimony that supports the appeal. Within five (5) business days from the date of the hearing, the City Manager will issue his findings which may reverse, modify or uphold the discipline decision. The City Manager's decision shall be final.
- C. Probationary employees. The initial discipline shall be final and no right for appeal exists.

Section 4. Grievance:

A. Employees may grieve only discipline that results dismissal or in a reduction in base pay of greater than four percent (4%).

B. Procedure:

1. Within three (3) days of the date of final discipline, request arbitration by delivering to the City Attorney a written request for arbitration. Said written request shall name an interest arbitrator who will serve on behalf of the grievant. The interest arbitrator shall be an attorney or a person trained and certified as a mediator or arbitrator.
2. The City Attorney shall, within seven (7) days of receipt of the request for arbitration, respond in writing to the grievant with the name of an interest arbitrator who will serve on behalf of the City. The interest arbitrator shall be an attorney or a person trained and certified as a mediator or arbitrator.
3. Within seven (7) days of receipt of the name of the City's interest arbitrator, the interest arbitrators shall agree on an impartial arbitrator and set a date for an arbitration hearing.

C. Arbitration Hearing:

1. The arbitration hearing shall be informal. Each party shall have the right to examine all witnesses, be represented by counsel, present evidence and arguments and submit briefs.

2. The Board shall have the right to apply or not to apply the rules of evidence as recognized by law; exclude irrelevant, incompetent, immaterial and repetitious evidence, and be the final authority as to the admissibility of evidence.
3. The Board's authority shall be limited to the interpretation and application of this Agreement. The Board shall have no jurisdiction to establish provisions of a new Agreement or variation of the present Agreement, or to arbitrate away, in whole or in part, any provisions or amendments thereof. Nor shall the Board have the authority to substitute its discretion in areas in which the City retains discretion under this Agreement.
4. The Board shall only consider the specific issue or issues submitted to it by the parties and shall have no authority to make any decision on any issue not so submitted.
5. The cost of the impartial arbitrator shall be borne by the losing party. The grievant's interest arbitrator shall be borne solely by the grievant. The cost of the City's interest arbitrator shall be borne solely by the City.
6. Either party may request a transcript. The party so requesting the transcript shall pay for it.
7. The Board's decision shall be binding on the grievant. The Board's decision shall be binding on the City unless the Board exceeds the specific authority granted herein. Should an appeal by the City be necessary, it shall be filed in the Garfield County District Court.

Section 5. An employee may have a Union Steward present at each step in the disciplinary process.

ARTICLE 21

GRIEVANCE PROCEDURE

Section 1. Disputes between the City and the Union or an employee concerning the interpretation or application of any provision of this Agreement, employment terms and conditions, related personnel matters, including questions of arbitrability and other personnel actions (except disciplinary actions covered by Article 18) shall be adjusted as set forth in this article. Grievances may be filed only after attempts to resolve the dispute have been exhausted. Grievances should be settled at the lowest step of the process possible.

Section 2. No matter shall be entertained as a grievance unless it is submitted within thirty (30) calendar days after the alleged violation of the Agreement occurs or becomes known, or should have been known to the employee. The employee may have a Union representative present, if so desired, at each step of this process.

Section 3. Steps in the Grievance Procedure:

- A. Step One: An employee shall discuss a grievance with his or her first direct line supervisor who is management/confidential. The matter shall be documented on a form prescribed by the City. The supervisor shall provide a written response to the employee within seven (7) days. If the grievance is not answered by the supervisor within seven (7) days or the grievance is unresolved, the employee should proceed to Step Two.
- B. Step Two: The employee should file a written grievance with the Department Head within three (3) days of the unsuccessful resolution in Step One on a form prescribed by the City. The Department Head, or designee, shall make a written response to the employee within seven (7) days. If the grievance is not answered by the Department Head, or designee, within seven (7) days or the employee feels that the grievance is unresolved, the employee should proceed to Step Three. Settlement of grievances prior to Step Three shall not change the policy of the City without the express written consent of the City Manager.
- C. Step Three: The employee should file a written grievance with the City Manager within three (3) days of the unsuccessful resolution in Step Two on a form prescribed by the City. The City Manager, or designee, shall make a written response to the employee within seven (7) days. If the grievance is not answered by the City Manager, or designee, within seven (7) days or the employee feels that the grievance is unresolved, the employee should proceed to Step Four.
- D. Step Four: The grievance shall be considered resolved unless the employee, within three (3) days of the unsuccessful resolution in Step Three, requests arbitration.
1. Requests for arbitration shall be made by delivering to the City Attorney a written request for arbitration. Said written request shall name an interest arbitrator who will serve on behalf of the grievant. The interest arbitrator shall be an attorney or a person trained and certified as a mediator or arbitrator.
 2. The City Attorney shall, within seven (7) days of receipt of the request for arbitration, respond in writing to the grievant with the name of an interest arbitrator who will serve on behalf of the City. The interest arbitrator shall be an attorney or a person trained and certified as a mediator or arbitrator.
 3. Within seven (7) days of receipt of the name of the City's interest arbitrator, the interest arbitrators shall agree on an impartial arbitrator and set a date for an arbitration hearing.
- E. In computing any period of time prescribed herein, the day of the act or event from which the designated period of time begins shall not be included. The last day of the period so computed shall be included, unless it falls on a Saturday, Sunday or designated City

holiday, in which even the period shall continue until noon on the next day which is not one of the aforementioned days.

Section 4. Arbitration Hearing:

- A. The arbitration hearing shall be informal. Each party shall have the right to examine all witnesses, be represented by counsel, present evidence and arguments and submit briefs.
- B. The Board shall have the right to apply or not to apply the rules of evidence as recognized by law; exclude irrelevant, incompetent, immaterial and repetitious evidence, and be the final authority as to the admissibility of evidence.
- C. The Board's authority shall be limited to the interpretation and application of this Agreement. The Board shall have no jurisdiction to establish provisions of a new Agreement or variation of the present Agreement, or to arbitrate away, in whole or in part, any provisions or amendments thereof. Nor shall the Board have the authority to substitute its discretion in areas in which the City retains discretion under this Agreement.
- D. The Board shall only consider the specific issue or issues submitted to it by the parties and shall have no authority to make any decision on any issue not so submitted.
- E. The cost of the impartial arbitrator shall be borne by the losing party. The grievant's interest arbitrator shall be borne solely by the grievant. The cost of the City's interest arbitrator shall be borne solely by the City.
- F. Either party may request a transcript. The party so requesting the transcript shall pay for it.
- G. The Board's decision shall be binding on the grievant. The Board's decision shall be binding on the City unless the Board exceeds the specific authority granted herein. Should an appeal by the City be necessary, it shall be filed in the Garfield County District Court.

ARTICLE 22

PAYROLL DEDUCTIONS

Section 1. The City agrees to deduct regular monthly Union dues from earned wages of those employees who are in the Union. The deduction shall be made bi-weekly from each interested employee's paycheck in a uniform amount certified to be current by the Treasurer of the Union. A direct deposit will be made into an account designated by the Union no later than fifteen (15) calendar days after the deduction is made. Members of the Union desiring payroll deduction of Union dues shall individually sign an authorization card, provided by the Union, on the form attached as an Appendix to this Agreement, authorizing the stated monthly dues

deduction be made. The City will retain the original authorization card. The payroll deduction shall be revocable by the employee upon notifying the City and the Union in writing.

Section 2. In the event of an increase in Union dues, the Union will give the City thirty (30) days notice in order to allow the City to make the proper changes in its accounting records. No deductions will be made when the salary, less all other deductions, to be paid an employee is not sufficient to cover the amount to be deducted.

Section 3. All deductions will be for the month in which they are taken. All deductions refundable at the time of termination or resignation will be refunded by the Union. The City shall not be responsible for errors. In the case of an error or improper deduction by the City, a proper adjustment of the same will be made by the Union with the employee affected.

Section 4. The Union shall indemnify, defend and hold the City harmless against any and all claims, demands or charges made and against any and all suits instituted against the City related to payroll deductions on behalf of the Union or unit members.

ARTICLE 23

LEAVE TIME

Section 1. Injury Leave:

- A. The parties agree to follow the injury leave procedure outlined in the City of Enid Personnel Manual.
- B. An employee may supplement Temporary Total Disability (TTD) payments with injury leave up to the amount of his or her base pay.

Section 2. Jury or Witness Leave:

- A. Employees shall be given time off with pay when performing jury duty or when required, via a subpoena, to serve as a witness in a court of law. For any day the employee is released early, he or she shall report back to work within a reasonable period of time.
- B. Employees involved in court on a personal case may be granted leave, but the time off shall be charged as accrued vacation or personal leave time.
- C. Employees shall immediately inform their supervisor of any requirement to serve on a jury or any subpoena they receive.
- D. This Section supersedes Section 607 of the City's Personnel Manual.

Section 3. Military Leave:

- A. In the event that any of the City's full-time employee reservists or members of the National Guard receive orders to duty in the Armed Forces, the procedures below will apply. Provided, however, that if any of the following provisions are inconsistent with any law, the law shall supersede.
- B. When ordered by proper authority to service, an employee will be placed on leave of absence with no loss of seniority.
- C. Entitlement:
 - 1. An employee is entitled to leave with pay of three hundred (300) hours per Federal Fiscal Year (October 1 through September 30). Any military leave previously granted to the employee in the current Fiscal Year will count toward the maximum of three hundred (300) hours.
 - 2. If an employee is to be off for more than three hundred (300) hours, he or she may request usage of vacation or other exchange time for that time which he or she is not paid. However, use of sick leave is not authorized for military leaves of absence.
- D. As with any leave of absence, vacation and sick leave accruals will stop after an employee has been on leave without pay for a majority of the pay period. To use the City's enhanced military benefit, all paperwork and orders shall be submitted before the scheduled leave.
- E. Upon return to duty, the employee shall receive all benefits due as defined by this Agreement and as required by State and Federal law.
- F. This Section supersedes Section 608 of the City's Personnel Manual.

Section 4. Personal Leave:

- A. When it is necessary to take care of personal or business activities during the normal work schedule, full-time employees may request, in writing, personal leave. Personal leave may be taken in increments of one (1) or more hours and may not exceed sixteen (16) hours per Fiscal Year, except for those employees regularly scheduled to work ten (10) hours or longer pursuant to their job descriptions, who will receive twenty (20) hours of personal leave per Fiscal Year. Personal days must be used within the Fiscal Year and may not be carried over to the next Fiscal Year.
- B. Personal Leave must be approved by the Department Head and is subject to the needs of the department.
- C. Pay in lieu of personal leave will not be granted. Personal time can only be used by the employee and cannot be donated.

D. This Section supersedes Section 610 of the City's Personnel Manual.

Section 5. Sick Leave:

A. Sick Leave Defined:

1. Sick leave shall be granted to regular employees only when unable to perform their duties due to personal sickness or injury or for medical, optical or dental appointments. Employees shall notify their supervisor before the beginning of their work schedule of their need to use sick leave. Any such sick leave granted for medical, optical or dental appointment shall not exceed that accrual time necessary for the examination or treatment and reasonable travel time as determined by the Department Head.
2. One hundred and sixty (160) hours of an employee's personal accrued sick leave may be used in a Fiscal Year for the sickness or injury of a member of the employee's immediate family. Immediate family means wife, husband, child, parent or any relative residing with or dependent upon said employee.

B. Sick Leave Accrual. Regular full-time employees shall accrue sick leave at the rate of twelve (12) workdays or ninety-six (96) hours with pay per year of service or 3.70 hours per pay period.

1. Sick leave may not be used by an employee injured in the course of employment with another employer.
2. Sick leave may not be converted to vacation or donated to another employee.
3. Employees absent from work for leave without pay for over a majority of a given pay period shall not accrue sick leave for such period.
4. The Department Head may require a doctor's certificate before approving sick leave or Family Sick Leave over three (3) consecutive days, or for any amount of time if the Department Head has reason to believe the employee is misusing paid sick leave.
5. Employees absent from work for more than thirty (30) calendar days for illness or injury, whether work or no-work related, will be required to successfully complete a return to duty physical before returning to duty in a position that requires physical testing.
6. Absences for a fraction or part of a day that are chargeable to sick leave in accordance with these provisions shall be charged proportionally, except as covered by injury leave, in which case they will be charged in increments of not less than one (1) full hour.

7. The maximum accrual of sick leave is seven hundred and twenty (720) hours.
 8. Any employee who is laid off, granted leave of absence without pay, retires or resigns employment and is rehired or reinstated within one (1) year shall have sick leave accrual reinstated upon his or her return, except for retirees who were paid for sick leave accruals at the time of resignation. Military leave will be the only exception to the one-year rule.
 9. Illness or injury occurring while an employee is on vacation shall not be charged as sick leave, but shall remain as vacation.
 10. Full time regular employees who have accrued ninety (90) days or seven hundred and twenty (720) hours of sick leave may be eligible for an annual sick leave payback not to exceed Twenty-Five Dollars (\$25.00) per day for up to twelve (12) sick leave days per year. The sick leave buy back benefit shall only be paid for sick leave days accrued and not taken during the Fiscal Year.
 11. When termination of employment occurs for reasons other than retirement, no payment for sick leave will be made.
- C. Family Medical Leave. Family Medical Leave is also available to unit members as outlined in the City's Personnel Manual, section 606.
- D. This Section supersedes Section 604 of the City's Personnel Manual.

Section 6. Union Business Leave:

- A. The Union is granted three hundred (300) hours of paid Union business leave each Fiscal Year. This leave may be used to participate in collective bargaining sessions, to attend conferences, conventions or training, or to investigate, prepare for or present grievances or a defense for disciplinary matters to include arbitrations.
- B. Only one (1) employee per City department may receive this leave to attend a particular conference, convention or training. Written requests for leave to attend conferences, conventions or training shall be made in writing to the Department Head at least five (5) calendar days in advance for approval. Other requests for leave shall be made with as much notice as possible.
- C. All Union business shall be conducted at a time and a location to cause the least possible interference with the work assignment of the stewards and/or the other employees. Management may deny Union Business Leave if in the discretion of management, such leave would interfere with work operations.
- D. A Union staff representative may have access to City buildings for the purpose of attending meetings with City management.

- E. The Union may designate up to twelve (12) Union Stewards. A department is limited to one (1) steward unless the department has more than fifteen (15) unit members in it. A written list of the Union Stewards shall be furnished to the City immediately after their designation. The Union shall notify the City promptly of any changes to the stewards list.
- F. The Union will designate up to five (5) unit members to serve as its negotiating team. The City will pay the designated employees as if the time spent in negotiations was work for the first six (6) sessions of negotiation without deducting the hours from Union business leave. After the first six (6) sessions, if negotiations are not complete, the team may use Union business leave or other available leave, such as personal or vacation leave, or if necessary, the City will negotiate in the evenings to accommodate the Union's negotiating team. Union business leave is not considered hours worked.

Section 7. Vacations:

- A. Vacation leave is intended to provide each employee with a paid vacation each year. Such leave should be planned and requested in the City's timekeeping system as far in advance as practical in order to allow the Department Head to plan for operations of the department. In case of conflicting requests, the Department shall decide, in writing, which employee shall be granted vacation on basis of seniority, length of time since last vacation, when the request was made, the employee's work record and other family concerns. When compelling reasons are presented, Department Heads may allow vacation leave to be taken in increments of one (1) or more hours.
- B. Vacation leave shall be granted on the basis of the number of regularly scheduled hours in the standard workweek or duty week to which the employee is assigned at the time of his or her vacation.
- C. Accrual. Maximum accrual shall be two (2) years of accrued vacation. Full time employees with:
 - 1. One (1) to four (4) years of continuous service with the City will accrue vacation at a rate of 3.39 hours per pay period;
 - 2. Five (5) to nine (9) years of continuous service with the City will accrue vacation at a rate of 4.0 hours per pay period;
 - 3. Ten (10) to fourteen (14) years of continuous service with the City will accrue vacation at a rate of 5.23 hours per pay period;
 - 4. Fifteen (15) or more years of continuous service with the City will accrue vacation at a rate of 6.46 hours per pay period.
- D. Employees completing six (6) consecutive months of employment may request vacation leave up to the amount of vacation accrued at that time. Employees who terminate after

completion of six (6) months of employment shall be compensated for accrued vacation leave.

- E. Employees are not paid for vacations not taken except at the time of termination with the City.
- F. Vacation time should normally be taken within one (1) year of accrual. The maximum accrual is the amount earned in two (2) years. No further accruals may accrue until an employee's vacation accrual is reduced below the maximum accrual unless a vacation request that was made in writing at least two (2) weeks in advance is denied by the supervisor. Employees will not accrue vacation while on leave of absence without pay if they are off the majority of any given pay period.
- G. An employee may donate per Fiscal Year a maximum of eighty (80) hours or half of his or her accrued vacation leave, whichever is less, to another employee who does not have sufficient accrued leaves to provide for an extended illness or a family emergency.
- H. Employees should not be on call or subject to call out during their vacations or period of time between their last day of work before their vacation begins and the first scheduled day of work after the vacation ends.
- I. This Section supersedes Section 603 of the City's Personnel Manual.

Section 8. Voting Leave:

- A. Any employee eligible and registered to vote in any election held within this State, or any primary election held in preparation for such election, shall, on the day of such election, be entitled to leave from duty at such time that would allow two (2) hours of open polling. This section shall not apply to a voter on the day of election if there are two (2) consecutive hours while the polls are open in which he or she is not on duty. The duly authorized Department Head may specify any two (2) hours between the time of opening and closing of the polls during which an employee may be granted voting leave.
- B. Employees may be required to show a current registration card to the Department Head prior to release for voting purposes and no employee who is ineligible to participate in a given election shall be granted time off with pay for voting.

ARTICLE 24

HOLIDAYS

Section 1. The following are declared holidays for all regular full-time employees, except for personnel employed on continuous operations and except as provided herein:

1. New Years Day (January 1)

2. Dr. Martin Luther King Day (third Monday in January)
3. President's Day (third Monday in February)
4. Memorial Day (the last Monday in May)
5. Independence Day (July 4)
6. Labor Day (first Monday in September)
7. Veteran's Day (November 11)
8. Thanksgiving Day (fourth Thursday in November)
9. Friday after Thanksgiving Day
10. Christmas Eve (December 24)
11. Christmas Day (December 25)

Section 2. If a non-exempt employee is required to work an authorized holiday, the employee shall receive pay at his overtime rate for the time worked and, in addition, will receive pay for the holiday at straight time, or another day off with pay at the Department Head's discretion. Nothing prevents an employee from mutually agreeing to exchange the holiday with another day in the work period.

Section 3. When a holiday falls on an employee's regularly schedule day off, the employee will receive another day off with pay or be paid an additional normal day's pay in lieu of time off.

Section 4. The City shall determine the date of a holiday observation when a holiday falls on a weekend and will notify employees well in advance of the holiday's observation.

Section 5. Any employee absent without authorized leave on the day preceding and/or the day following a holiday shall not receive regular compensation for the holiday and may be disciplined.

Section 6. Holiday pay will not be paid to employees who are on leave without pay for disciplinary reasons. The day of a holiday will count as one of the days of the suspension. Holiday pay will not be paid to employees who are on leave without pay for the full pay period in which the holiday occurs.

Section 7. If a holiday falls within an employee's vacation time, it will be paid as a holiday, not as vacation time.

Section 8. The City reserves the right to require an employee to work on a holiday as necessary to meet the scheduling requirements of the department. If an employee has been scheduled to work on a holiday and fails to report for work, the employee will be ineligible for holiday pay and may be subject to disciplinary action unless the absence has been excused or authorized by the Department Head in the event of illness or bereavement. In such latter case, the employee must use the applicable sick or bereavement leave, but is ineligible for holiday or vacation leave.

ARTICLE 25

UNIFORMS

Section 1. The City shall provide to employees who are required to wear uniforms with clean and presentable work clothing. The City reserves the right to determine what uniforms will be worn and the manner in which uniforms will be provided.

Section 2. Employees who are required to wear to wear them, will be provided with two hundred dollars (\$200.00) per year for the purchase of jeans and/or trousers and a coat or insulated coveralls. The City reserves the right to determine the manner in which these funds will be provided.

Section 3. The City shall provide safety boots to employees who are required to wear them. The City reserves the right to determine which boots will be worn and the manner in which the boots will be provided. Safety equipment which becomes worn out may be replaced at the discretion of the Department Head.

Section 4. All employees are required to report work with these uniforms and/or work clothing in a clean and neat condition. Clothing items provided by the City which is damaged during non-work hours or lost by the employee shall be replaced at the employee's expense. An employee may be subject to discipline should he or she fail to maintain an appropriate work wardrobe.

Section 5. All shirts, caps, jackets, identification badges and other clothing items with the City of Enid name and/or logo shall remain the property of the City of Enid and are only to be used in conjunction with authorized work activities. Upon separation, the employee must return these items. The City of Enid is authorized by this Agreement to deduct Ten Dollars (\$10.00) per item not returned from the employee's final paycheck.

ARTICLE 26

401K

The parties agree that it is in the best interest of the City and the Union to continue to offer a 401K plan. Employees may contribute, at their own risk, amounts allowed by law.

ARTICLE 27

TUITION SCHOLARSHIPS

The parties agree to follow the Tuition Scholarship procedures as outlined in the City of Enid Personnel Manual.

ARTICLE 28

INSURANCE

Section 1. Health insurance, including any dental coverage, will be provided by the City to the extent practical. The City retains the right to determine the health insurance coverage, including dental coverage, offered by the employees, and revise such coverage and premium amounts in the interests of the City as a whole. In the event that the City desire to modify, alter or change health insurance plans or benefits, coverage or premiums under the health insurance plan offered to employees at any time during the Fiscal Year, the Union may elect to reopen negotiations on this Article only.

Section 2. Employees who participate in the City's health insurance are entitled to participate in the City's wellness program.

Section 3. At the time of enrollment for health care, any member of the bargaining unit may opt out of the City's health insurance plan if that member can show proof of major medical coverage on a spouse's group plan. Once the member has opted out, that member can only opt in during the subsequent enrollment period for health care the following year unless that member can establish a loss of coverage through a life circumstance as defined in the City's health insurance plan or other applicable regulations.

Section 4. This Article supersedes Section 514(A) of the City's Personnel Manual.

ARTICLE 29

COMPENSATION

Section 1. Longevity:

- A. The City agrees to continue longevity pay to employees as reflected in the City Personnel Manual. Longevity shall be calculated based on years of continuous service with the City of Enid as of June 1 and December 1 of each Fiscal Year. The amounts listed in the Personnel Manual are the total amounts of longevity pay for the Fiscal Year.
- B. Longevity pay will be paid in two (2) installments; with one half of the annual payment to be made in December and one half of the annual payment to be made in June of each fiscal year.
- C. An employee shall be required to work fifteen (15) days during his or her last month in order for that month to be included in the pro-rated calculation.

- D. For purposes of determining continuous services, lapses in employment of less than one (1) year or lapses caused by a layoff and a subsequent rehire during the recall period will not be considered a break in service.

Section 2. Overtime:

- A. All employees must record all hours worked to enable compliance with the Fair Labor Standards Act (FLSA).
- B. The Department Head shall approve all overtime prior to the time it is worked. Non-exempt employees shall not be allowed to answer emails, make phone calls or perform any overtime work without prior approval of the Department Head. Working overtime without prior authority shall be subject to discipline. This Section is not intended to prohibit incidental work-related contact between supervisors and employees.
- C. Overtime shall mean all time worked in excess of forty (40) hours in a designated work week, as required by the FLSA. All regular overtime compensation shall be made at the rate of one and one-half times the regular hourly rate as required by the FLSA or this agreement.
- D. Overtime compensation shall not be paid more than once for the same hours worked under any provision of this Agreement, state or federal law.

Section 3. Shift Differential:

- A. For those departments who regularly staff twenty-four (24) hour coverage daily, the following shift differential pay rates will apply to actual hours worked by those employees assigned the applicable schedule in the timekeeping system:

1 st Shift	Regular hourly rate only
2 nd Shift	Regular hourly rate + 25 cents per hour
3 rd Shift	Regular hourly rate + 40 cents per hour

or, in the case of 12 hour shifts:

1 st Shift	Regular hourly rate only (6:30 a.m. to 6:30 p.m.)
2 nd Shift	Regular hourly rate + 40 cents per hour (6:30 p.m. to 6:30 a.m.)

- B. Regularly scheduled shifts shall mean those employees who are budgeted within that department and are assigned to work a specified shift. Shift differential shall not apply to employees regularly assigned other job duties who volunteer to work extra hours or duties.
- C. This Section supersedes Section 805 of the City's Personnel Manual.

Section 4. Standby Pay:

- A. All employees eligible for overtime shall be paid One Dollar (\$1.00) per hour while they are on standby and available for work at the request of the Department Head.
- B. Employees who are on standby shall be provided with a cell phone. They are free to conduct personal business subject to being able to respond to an emergency within thirty (30) minutes. Employees on call must not be in violation of the City of Enid Drug and Alcohol Testing Policies.
- C. Employees who are called into work while standby and any additional employees necessary for such emergency, whether they be on standby or not, shall receive a minimum of two (2) hours pay to handle the call. Only one (1) two (2) hour minimum will be paid even if other call-outs occur within the two (2) hour minimum time. The total hours of stand-by pay shall be reduced by any minimum time and/or actual work time paid.
- D. If an employee is required to be on standby on an authorized holiday, he/she shall receive twenty-four (24) hours of on-call pay minus time worked.

Section 5. Temporary Upgrade Pay

- A. The City may temporarily place an employee in a different job to allow for the orderly performance of City services.
- B. If the temporary placement exceeds fifteen (15) calendar days in duration, the position is higher in the municipal pay plan, and the employee will perform all functions of the position, the employee will receive temporary upgrade pay beginning on the sixteenth (16th) calendar day of the assignment in the following circumstances:
 - 1. A position is vacant and the time required for the hiring process is such that the position needs to be temporarily filled; or
 - 2. A position is temporarily vacant because the employee who fills the position is on extended or on a light duty assignment.
- C. The selection of the employee for temporary placement shall be made at the discretion of the City. The City will not rotate employees in and out of a temporary assignment in order to avoid the payment of temporary upgrade pay.
- D. The temporary upgrade in pay shall equate to a four percent (4%) adjustment in pay or the entry-level salary for the vacant position, whichever is greater, for the duration of the temporary assignment.

E. The employee temporarily placed in a different job shall, during the duration of the temporary assignment, have the FLSA classification (exempt or non-exempt) of the position filled.

F. This Section supersedes Section 802.4 of the City Personnel Manual.

This Agreement is executed this ____ day of _____, 2014, by the City of Enid and on the ____ day of _____, 2014, by the American Federation of State, County and Municipal Employees (AFSCME) Local #1136.

The City of Enid, Oklahoma,
an Oklahoma Municipal Corporation

William E. Shewey, Mayor

(SEAL)

ATTEST:

Linda Parks, City Clerk

Approved as to Form and Legality:

Andrea L. Chism, City Attorney

American Federation of State, County and
Municipal Employees Local #1136

Signature of President

Printed Name

ATTEST:

Signature of Secretary

Printed Name

DRAFT

ROOM GUARANTEE AGREEMENT

THIS ROOM GUARANTEE AGREEMENT (this "**Agreement**") is made as of April 1, 2014 (the "**Effective Date**") by and between the **CITY OF ENID, OKLAHOMA** (the "**City**"), an Oklahoma municipal corporation, and **ENID HOTEL 1, LLC**, a Kansas limited liability company and wholly owned subsidiary of LodgeWell Development, LLC (the "**Developer**") (the City and Developer are each a "**Party**" and together, the "**Parties**").

Recitals

A. Pursuant to that certain Master Development Agreement by and between the Parties dated February 21, 2013, as amended (the "**Development Agreement**"), Developer intends to develop and construct a 131-room Hilton Garden Inn branded hotel or comparable franchise (the "**Hotel**") in downtown Enid, Oklahoma, in connection with the City's Renaissance Project.

B. The Hotel will be located upon property owned by the City as of the Effective Date, the general location of which is depicted on Exhibit A, a copy of which is attached and incorporated by reference (the "**Property**"), and, pursuant to Section 3.01 of the Development Agreement, shall be conveyed to Developer in furtherance of the construction of the Hotel.

C. In Section 5.01(f) of the Development Agreement, in consideration of Developer's risk associated with developing the Hotel, and City's desire to have the Hotel for its Renaissance Project, the City has expressed its desire to guarantee an agreed upon deficiency in Developer's Hotel average monthly room rentals.

D. To implement Section 5.01(f) of the Development Agreement, the Parties desire to enter into this Agreement.

Agreement

NOW THEREFORE, for and in consideration of the premises and the mutual covenants contained herein and in the Development Agreement, and for other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties hereby mutually agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and accurate and incorporated by reference as if set forth fully below.

2. Ownership and Management. Following the Effective Date, Developer shall construct the Hotel in accordance with the Development Agreement and that certain Hotel

Ground Lease by and between City and Tenant of even date herewith. Following completion of construction of the Hotel, City shall convey to Developer the Hotel Property, the Hotel, and all fixtures thereto and personal property within. Developer or its affiliate, agent or contractor shall manage the Hotel in a quality manner and in accordance industry standards and the Hotel's applicable franchise requirements, pursuant to that certain Parking Facility Management Agreement by and between City and Tenant's affiliate of even date herewith.

3. Completion of Construction. Developer shall give written notice to City within five (5) days following the date on which the Hotel is substantially completed ("**Completion of Construction**"), which Completion of Construction shall be evidenced by: (1) substantial completion of the Hotel; (2) a standard-form, written copy of a City issued "Certificate of Occupancy" for the Hotel; or (3) the actual opening of the Hotel for occupancy by the general public.

4. Guarantee of Payment. To ensure Developer achieves a minimum 40% occupancy rate throughout the seven (7) year period following Completion of Construction (the "**Guarantee Term**"), commencing upon the first day of the next ensuing calendar month following actual opening of the Hotel for occupancy by the general public and thereafter during the Guarantee Term, City shall pay to Developer an amount equal to 40% of the 131 rooms in the Hotel (52.4) multiplied by an average of the Hotel's published daily room rate then in effect which shall in no event be less than \$140.00 per night, per room, exclusive of applicable room taxes, which rate shall be subject to a three percent (3.0%) per annum escalator over the Guarantee Term (the "**Room Guarantee**"); provided, however, the City's Room Guarantee obligation is limited to the extent Developer has not otherwise averaged a 40% occupancy rate for the preceding calendar month of the Guarantee Term for which the Room Guarantee is due and owing. Such Room Guarantee shall be based upon the following formula (the "**Guarantee Formula**"): $((A (B - D)) C) E = X$. Notwithstanding anything herein to the contrary, in no event shall the City's Room Guarantee obligation be less than \$140.00 per night, per room.

A = Number of rooms in Hotel

B = 40% Room Guarantee

C = Average published daily room rate (to be determined)

D = Actual room rental for subject month during Guarantee Term

E = Applicable days in the month

X = Amount due and owing City to Developer for Room Guarantee for applicable month

Based upon the foregoing Guarantee Formula, by way of example and not limitation, assuming the average published daily room rate is \$140.00 per day for the total 131 rooms in the Hotel, a 100% occupancy rate would yield developer \$18,340.00 a day or \$550,200 per month (based upon a sample 30-day month), and a 40% occupancy rate would yield Developer \$7,336.00 per day or \$220,080.00 per month. If Developer averaged a 35% occupancy rate over the sample 30-day month during the Guarantee Term, the Room Guarantee due and owing by City to Developer would be calculated as follows:

$$((131 (.4 - .35)) 131) 30 = \$27,510.00$$

Should the City be required to pay the Developer a Room Guarantee in any given month, the City shall have the option to use the rooms for which it has provided the Room Guarantee. The

City shall make use of the rooms within one hundred and eighty (180) days after the payment of such Room Guarantee and the City's use hereunder is subject to availability.

This Agreement is subject to budget appropriations pursuant to the Constitution of the State of Oklahoma. If the Board of Commissioners does not appropriate sufficient funds in any future Fiscal Year, then Client, at its option, may terminate this Agreement on the last day of any Fiscal Year without future obligations, liabilities or penalties to Manager, except for amounts due up to the time of termination for the services performed.

5. Accounting. Commencing upon the Completion of Construction and thereafter, during each calendar month during the Guarantee Term, Developer shall keep a detailed daily accounting of the Hotel room rentals (the "**Room Accounting**"), in accordance with industry standards and generally accepted accounting principles. Developer's Room Accounting shall be subject to periodic inspection and audit by City, at any and all reasonable times, subject to such confidentiality requirements as may be reasonably imposed upon City's inspection by Developer, prior to such inspection.

6. Invoicing. Within ten (10) days following the conclusion of the applicable month or partial month during the Guarantee Term (the "**Subject Month**"), Developer shall deliver to City an invoice for the Room Guarantee due and owing Developer (each, and "**Invoice**"), which Invoice shall be supported by: (a) a detail of the Room Accounting for the Subject Month, (b) the Subject Month for which the Room Guarantee is due and owing; (c) calculation of the Room Accounting utilizing the Guarantee Formula; and (d) such other information as may be reasonably requested by City.

7. Timing of Payment. Each payment of the Room Guarantee shall be made by City to Developer within seven (7) days following receipt of the Invoice from Developer. Each payment of an Invoice by City to Developer shall be made: (a) without deduction or set-off, without demand, in lawful money of the United States of America at Developer's address (or elsewhere, as designated by Developer); and (b) for so long as the Hotel is in operation during the Guarantee Term, irrespective of an uncured event of default of Developer under the Development Agreement or any other agreement to which Developer and City are Parties. Any undisputed unpaid Invoice due and owing by City to Developer pursuant to this Agreement shall accrue interest at a rate of ten percent (10%) per annum, prorated daily (the "**Interest Rate**"), commencing the day after such Invoice is due until paid in full.

8. Payment Dispute. If City materially disputes all or any portion of an Invoice or Developer's Room Accounting, City shall notify Developer, in writing, within five (5) days following receipt of the Invoice ("**Dispute Notice**"). The Dispute Notice must set forth a basis for the dispute and be accompanied by supporting information, which may include, but not limited to, documentation and supporting affidavits. City agrees to act in good faith in contesting an Invoice. If City contests an Invoice and the contest is not resolved by the designated representatives of City and Developer within ten (10) days following the date of the Dispute Notice, working in good faith and with reasonable dispatch, the Parties shall process the dispute in accordance with Section 16 below. Any Invoice not disputed pursuant to a timely delivered Dispute Notice shall be deemed acceptable to City.

9. Termination.

A. Ongoing Operation. In the event City elects to terminate this Agreement for any reason prior to the expiration of the Guarantee Term, City shall provide written notice to Developer (the “**Early Release Notice**”) no less than ninety (90) days prior to the date on which such termination shall be effective (the “**Early Termination Date**”). On or before the Early Termination Date, City agrees to and shall pay Developer a lump sum termination payment (the “**Early Release Payment**”), in an amount equal to the remaining Room Guarantee for the current Fiscal Year.

B. Cessation of Operation. In the event Developer ceases to operate the Hotel at any time during the Guarantee Term, this Agreement shall terminate and be of no further force or effect; provided, however, City shall remain liable to Developer for any Invoice and interest which were due and owing Developer prior to Developer’s ceasing Hotel operations. All such sums shall accrue interest at the Interest Rate until paid in full.

C. Upon Breach. Subject to the provisions of Section 9.A above and this Section 9.C, either Party may terminate this Agreement on a failure by the other Party to perform any obligation set forth herein. Upon the occurrence of such breach, the non-defaulting Party will promptly give written notice to the defaulting Party when it becomes aware of the occurrence or failure to occur, or the impending or threatened occurrence or failure to occur, of any fact or event that would constitute, or would be likely to cause or constitute: (a) any of its representations or warranties contained in this Agreement being or becoming untrue; or (b) its failure to perform any of its covenants and agreements contained in this Agreement. No such notice shall affect the representations or warranties, covenants or conditions hereunder or prevent either Party from relying on the representations or warranties contained herein. It is further agreed that in order for either Party to terminate this Agreement for any reason set forth in this Agreement, it shall deliver written notice of the defaulting Party’s default within ten (10) days of the occurrence of such event of default. The non-defaulting Party shall then have, within thirty (30) days of receiving such notice the right to, with due diligence, commence to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy within thirty (30) days from the date of giving of such notice or if such cure, correction or remedy by its nature cannot be effected within such thirty (30) day period, such cure, correction or remedy is diligently and continuously prosecuted until completion thereof. In the event the default is not materially cured within such thirty (30) day or longer period (as provided above), the non-defaulting Party may terminate this Agreement, upon providing ten (10) days’ written notice to the defaulting Party.

D. Surviving Obligation. The payments to Developer required pursuant to this Agreement shall survive the expiration or earlier termination of this Agreement.

10. Representations and Warranties of Developer. Developer represents and warrants to City as follows:

A. Organization. Developer is a corporation duly formed and validly existing under the laws of the State of Kansas and qualified to do business in the State of Oklahoma.

Developer is duly authorized to conduct business in each other jurisdiction in which the nature of its properties or its activities requires such authorization.

B. Authority. The execution, delivery and performance by Developer of this Agreement are within Developer's powers and have been duly authorized by all necessary action of Developer.

C. No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein contemplated, nor compliance with the terms and provisions hereof, will contravene the organizational documents of Developer or any provision of law, statute, rule or regulation to which Developer is subject, or to any judgment, decree, license, order or permit applicable to Developer, or will conflict or be inconsistent with, or will result in any breach of any of the terms of the covenants, conditions or provisions of any indenture, mortgage, deed of trust, agreement or other instrument to which Developer is a party, by which Developer is bound, or to which Developer is subject.

D. No Consents. To the best of the knowledge of Developer, no consent, authorization, approval, order or other action by, and no notice to or filing with, any court or governmental authority or regulatory body or third party is required for the performance by Developer of this Agreement or the consummation of the transactions contemplated hereby.

E. Valid and Binding Obligation. This Agreement is the legal, valid and binding obligation of Developer enforceable against Developer in accordance with its terms.

11. Representations and Warranties of City. City represents and warrants to Developer as follows:

A. Organization. City is a duly existing municipal corporation with the authority to do business in the State of Oklahoma.

B. Authority. The execution, delivery and performance by City of this Agreement are within City's powers and have been duly authorized by all necessary action of City.

C. No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein contemplated, nor compliance with the terms and provisions hereof, will contravene the organizational documents of City or any provision of law, statute, rule or regulation to which City is subject, or to any judgment, decree, license, order or permit applicable to City, or will conflict or be inconsistent with, or will result in any breach of any of the terms of the covenants, conditions or provisions of any indenture, mortgage, deed of trust, agreement or other instrument to which City is a party, by which City is bound, or to which City is subject;

D. No Consents. To the best of the knowledge of City, no consent, authorization, approval, order or other action by, and no notice to or filing with, any court or government authority or regulatory body or third party is required for the performance by City of this Agreement or the consummation of the transactions contemplated hereby;

E. Valid and Binding Obligation. This Agreement, once executed, is the legal, valid and binding obligation of City enforceable against City in accordance with its terms.

12. Enforced Delay. In addition to the specific provisions of this Agreement, performance by either Party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended pursuant to Section 13 below, when the Party seeking extension has acted diligently and delays or defaults are due to events beyond the reasonable control of the Party as described as Force Majeure in Section 18 below.

13. Extension of Times of Performance. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause set forth in Section 12 above shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the cause.

14. Extension by Mutual Consent. Times of performance under this Agreement may also be extended in writing by the mutual agreement of City and Developer, which consent shall not be unreasonably withheld.

15. Assignment.

A. By City. This Agreement may not be assigned or transferred by City to any third party without the written consent of Developer, which consent shall not be unreasonable withheld, conditioned or delayed; provided however, City may transfer this Agreement to another City affiliated entity, whether such affiliation is accomplished by merger or otherwise, with all requisite power and authority to perform all the terms and conditions of this Agreement, and provided further that City affiliated entity has all such power and authority to assume all of City's obligations hereunder, and that such transfer will not impair any of Developer's rights or benefits under the terms of this Agreement.

B. By Developer. This Agreement may not be assigned or transferred by Developer to any third party without the written consent of City, which consent shall not unreasonably withheld, conditioned or delayed. Any such assignment or transfer by Developer shall constitute a default under this Agreement, and shall render all duties of City under this Agreement null and void. Notwithstanding the foregoing, so long as the Developer is not in default hereunder, the Developer may consummate an assignment to an Affiliate of the Developer without the necessity of obtaining the City's consent. As the term is used herein, "**Affiliate**" means any person or entity that, directly or indirectly, controls, is controlled by or is under common control with Developer.

16. Remedies; Cumulative. The Parties hereto agree all disputes arising out of or relating to the relationship between the Parties which cannot be resolved by good faith negotiations by the same shall be referred by the complaining party to non-binding mediation conducted by sending a written mediation request to the other Party. In the event that such a request is made, the Parties agree to participate in the mediation process and shall jointly select a mediator to manage the mediation (the "**Mediator**"). The Parties and the Mediator may join in

the mediation any other party necessary for a mutually acceptable resolution of the dispute. Should the Mediator be unable or unwilling to continue to serve, the Parties shall select a successor Mediator. The mediation procedure shall be determined by the Mediator in consultation with the Parties. The fees and expenses of the Mediator shall be borne equally by the Parties. If the dispute is not resolved within thirty (30) days after the commencement of mediation, either Party may pursue all remedies available to it at law or in equity. All remedies provided in this Agreement shall be deemed cumulative and additional to, and not in lieu of or exclusive of each other, or of any other remedy available to either Party in law or in equity, and the exercise of any remedy, or the existence herein of other remedies shall not prevent the exercise of any other remedy.

17. Limitation on Liability. The Parties agree that:

(a) No director, officer, agent, employee, representative, attorney or consultant of the City shall be personally or otherwise in any way liable to the Developer in the event of any default, breach or failure of performance by the City under this Agreement or for any amount which may become due to the Developer or with respect to any agreement, indemnity, or other obligation under this Agreement.

(b) No member of the Developer and no manager, officer, agent, employee, shareholder, representative or consultant of the Developer or any such member of the Developer shall be personally or otherwise in any way liable to the City or any third-party in the event of any default, breach or failure of performance by the Developer under this Agreement or for any amount which may become due to the City with respect to any agreement, indemnity or other obligation under this Agreement.

(c) Notwithstanding anything herein contained to the contrary, City shall look solely to Developer for the satisfaction of any remedy it may have hereunder or in connection herewith and shall not look to any other assets of any other Affiliate of Developer. There shall be absolutely no personal liability on the part of any present or future stockholder, or any officer or director of City, or any of its successors or assigns with respect to any obligation hereunder or in connection herewith. If Developer assigns its interest under this Agreement and City consents to same in writing, Developer shall be completely relieved of all liability hereunder in connection herewith, whether or not accrued at the time of assignment and whether or not a cause of action exists at such time or arises thereafter. Such exculpation of liability shall be absolute and without exception.

18. Force Majeure. Notwithstanding any other provisions contained in this Agreement to the contrary, the provisions of this Section shall apply and control. "**Force Majeure**" for all purposes under this Agreement, shall mean and refer to the occurrence of any of the following for the period of time, if any, that the performance of a Party's obligations under this Agreement is actually, materially and reasonably delayed or prevented thereby: acts of God, lock-outs, acts of the public enemy, the confiscation or seizure by any government or public authority, insurrections, wars or war-like action (whether actual and pending or expected), arrests or other restraints of government (civil or military), blockades, embargoes, strikes, labor unrest or disputes, unavailability of labor or materials, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, wash-outs, explosions, delays from mediation and or litigation, civil

disturbance or disobedience, economic hardship, riot, sabotage, terrorism, threats, whether of the kind herein enumerated or otherwise, that is not within the reasonable anticipation or control of the Party claiming the right to delay performance on account of such occurrence and which, in any event, is not a result of the intentional act, negligence or willful misconduct of the Party claiming the right to delay performance on account of such occurrence.

19. Miscellaneous.

A. Headings. The Section headings contained in this Agreement are for convenience in reference and are not intended to define or limit the scope of any provision,

B. Time of Essence. Time is of the essence in this Agreement.

C. Attorneys' Fees. In the event any action or proceeding is brought to enforce compliance with this Agreement for failure to observe any of a Party's covenants, the prevailing Party shall be awarded reasonable attorneys' fees and costs.

D. Waiver. Waiver by a Party of, or the failure of a Party to insist upon, the strict performance of any provision of this Agreement shall not constitute a waiver of such Party's right or prevent such Party from requiring the strict performance of any such provision in the future. Any waiver of an obligation, right, term or provision contained in this Agreement must be in writing and signed by the Party against whom enforcement is sought.

E. Limitation of Benefit. This Agreement does not create in or bestow upon any other person or entity not a party to this Agreement any right, privilege or benefit unless expressly provided in this Agreement. This Agreement does not in any way represent, nor should it be deemed to imply, any standard of conduct to which the Parties expect to conform their operations in relation to any person or entity not a party.

F. Severability. If any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained in this Agreement.

G. Successors. The terms and provisions in this Agreement shall extend to and bind the permitted successors and assigns of each Party.

H. Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Oklahoma without regard to its conflicts of law provisions. Any action or proceeding seeking to enforce any provision of this Agreement or based on any right or obligation arising out of this Agreement may be brought against any of the parties in the State of Oklahoma, County of Garfield, or, if it has or can acquire jurisdiction, in the United States District Court for the Western District of Oklahoma, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

I. Incorporation of Exhibits, Other Documents; Conflicts. The terms, provisions and obligations contained in the Exhibits attached hereto, whether there set out in full or as amendments of, or supplements to provisions elsewhere in this Agreement stated shall have the same force and effect as if herein set forth in full. The Exhibits are incorporated by reference into this Agreement and made a part of this Agreement. In the event of any conflict between this Agreement and any exhibit hereto, the Agreement shall control.

J. Entire Agreement. Excepting the Development Agreement, this Agreement embodies the entire agreement between the Parties concerning the subject matter and supersedes all prior written or oral conversations, proposals, negotiations, understandings and agreements. This Agreement may not be altered or modified in any manner whatsoever except by a writing signed by the Parties.

K. Relationship of Parties. In the performance of this Agreement, the Developer shall act solely as an independent contractor. Neither this Agreement nor any agreements, instruments, documents, or transactions contemplated hereby shall in any respect be interpreted, deemed or construed as making the Developer a partner, joint venturer with, or agent of, the City. The City and the Developer agree that neither party will make any contrary assertion, claim or counterclaim in any action, suit, arbitration or other legal proceedings involving the City and the Developer.

L. Further Assurances. Either Party shall, without charge, at any time and from time to time hereafter, within ten (10) days after written request of the other, certify by written instrument duly executed and acknowledged to any mortgagee or purchaser or proposed mortgagee, or proposed purchaser, or any other person, firm, or corporation specified in such request:

- (i) As to whether this Agreement has been supplemented or amended, and, if so, the substance and manner of such supplement or amendment;
- (ii) As to the validity and force and effect of this Agreement, in accordance with its tenor as then constituted;
- (iii) As to the existence of any default thereunder;
- (iv) As to the existence of any offsets, counter-claims or defenses thereto on the part of such other party;
- (v) As to the commencement and expiration dates of the term of this Agreement; and
- (vi) As to any other matters as may reasonably be so requested.

Any such certificate may be relied upon by the Party who requested it and any other person, firm or corporation to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding on the Party executing same. In addition, the Parties agree, that within ten (10)

days after written request of the other, each will furnish to the other Party such additional documents, instrument, writings and further assurances as may be reasonably requested by the other, or necessary, appropriate or convenient for the carrying out of the purpose and intent of this Agreement.

M. Consent Not to be Unreasonably Withheld. Wherever in this Agreement the consent or approval of the City and the Developer is required, such consent or approval shall not be unreasonably withheld, delayed or conditioned, shall be in writing and shall be executed by a duly authorized officer or agent of the party granting such consent or approval. Further, the City and the Developer agree to take such reasonable actions as may be necessary to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out such terms, provisions and intent. Any consent or approval required by the City may be provided by the City Manager and the City Manager may seek the input or a decision from the City Council on any matter.

N. Written Modifications. No modification, release, agreement, discharge, or waiver of any provisions hereof shall be of any force, effect, or value unless in writing signed by the Parties hereto.

O. Captions. The captions and headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope or intent of this Agreement or in any way affect this Agreement.

P. Good Faith Efforts. City and Developer agree, except as otherwise specifically provided for herein, to use their good faith efforts to complete and execute, as soon as practicable following the execution of this Agreement, all documentation necessary, appropriate or desirable to carry out the transactions agreed to by the Parties in this Agreement and otherwise to perform all the obligations and commitments necessary to develop the Hotel.

Q. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

R. Compliance with Law. The Parties shall comply with all applicable laws, rules and regulations relating to this Agreement.

S. Notices. Any notice, demand, or other communication required by this Agreement to be given by either Party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States First Class Mail, postage prepaid, or delivered personally or by a reputable overnight delivery service:

In the case of the Developer to: Enid Hotel 1, LLC
c/o LodgeWell Development, LLC
8500 College Boulevard

Overland Park, Kansas 66210
Attention: David C. Owen

With a copy to:

Hardwick Law Firm, LLC
1125 Grand Boulevard, Suite 1200
Kansas City, Missouri 64106
Attention: Allison L. Bergman, Esq.

In the case of the City to:

City of Enid, Oklahoma
401 West Owen K. Garriott Road
P.O. Box 1768
Enid, Oklahoma 73702
Attention: Eric Benson, City Manager

or to such other address with respect to either Party as that Party may, from time to time, designate in writing and forward to the other as provided in this Section.

T. Negotiation of Agreement. The City and the Developer are governmental and business entities, respectively, each having been represented and advised by competent counsel, and each has fully participated in the negotiation and drafting of this Agreement and has had ample opportunity to review and comment on all previous drafts. Accordingly, this Agreement shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Agreement differs in any respect from any previous draft hereof.

U. Tax Implications. Developer acknowledges and represents that: (a) neither the City nor any of its officials, employees, consultants, attorneys or other agents have provided to the Developer any advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated hereby; and (b) Developer is relying solely upon its own tax advisors in this regard.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Master Development Agreement on the date first written above.

CITY OF ENID

Name: William E. Shewey
Title: Mayor

(SEAL)

ATTEST:

Linda Parks, City Clerk

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF GARFIELD)

BE IT REMEMBERED, that on this 1st day of April, 2013, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came William E. Shewey, the Mayor for the City of Enid, Oklahoma, a City existing under and by virtue of the laws of the State of Oklahoma, who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of and with the authority of said City, and such person duly acknowledged the execution of the same to be the free act and deed of said City.

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

Notary Public

My Commission Expires:

[SEAL]

[SIGNATURES CONTINUE ON NEXT PAGE]

ENID HOTEL 1, LLC, a Kansas limited liability
company

By: LodgeWell Development, LLC, a Kansas
limited liability company

Its: Member

By: LodgeWell, LLC, a Kansas limited
liability company

Its: Member

By: _____

Name: Dave C. Owen

Its: Managing Member

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 201____, before
me personally appeared Dave C. Owen, Managing Member of LodgeWell, LLC, a Kansas
limited liability company, the member of LodgeWell Development, LLC, a Kansas limited
liability company, the member of Enid Hotel 1, LLC, a Kansas limited liability company, to
me known to be the person described in and who executed the foregoing instrument in his
capacity as the member of the member of said limited liability company, and acknowledged
that he executed the same as his free act and deed.

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

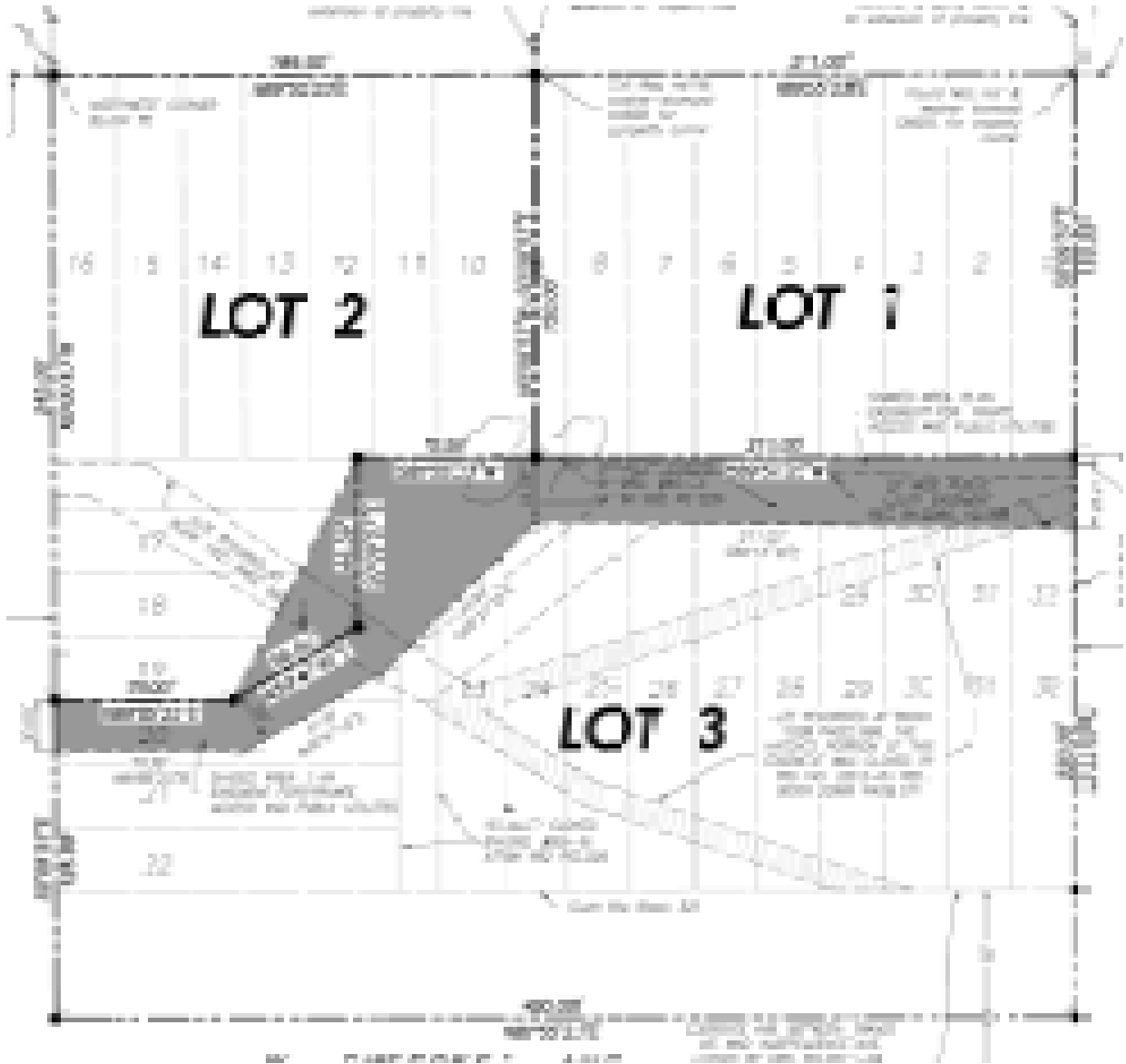
Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot Two (2), Replat of Block Thirty-Two (32), Original Townsite of Enid, Garfield County, Oklahoma, according to the recorded replat thereof.



HOTEL GROUND LEASE

THIS HOTEL GROUND LEASE (“Lease”) dated _____, 2014, is by and between **THE CITY OF OF ENID, OKLAHOMA**, an Oklahoma Municipal Corporation (the **“Landlord”**) and **ENID HOTEL I, LLC**, a Kansas limited liability (**“Tenant”**) (Landlord and Tenant are each a **“Party”** and are together the **“Parties”**).

Recitals

A. In furtherance of the Renaissance Project, City and LodgeWell entered into that certain Master Development dated February 21, 2013, as amended (the **“Development Agreement”**) wherein LodgeWell, as City’s designated master developer and agent, agreed, among other things, to perform certain development activities in furtherance of the Project, including, but not limited to, the construction of an approximately 131 room hotel (the **“Hotel”**), which shall be located upon property now owned by.

B. In furtherance of Landlord's development priorities and to enable Tenant to implement the construction of the Hotel contemplated by the Development Agreement, Landlord desires to lease to LodgeWell, by and through Tenant, and Tenant desires to lease from Landlord, subject to and conditioned upon the terms stated herein, that portion of the Property legally described on **Exhibit A**, a copy of which is attached and incorporated by reference (the **“Demised Premises”**).

Agreement

NOW THEREFORE, in consideration of the mutual covenants contained herein, Landlord and Tenant hereby agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF INTERPRETATION

1.1 Definitions. Terms not defined elsewhere in this Lease shall have the following definitions:

“Abandonment” means the material and continuous cessation of development and construction of the Hotel evidenced either by: (1) no material construction work on any significant portion of the Hotel being performed for a period of 90 consecutive days after the Commencement of Construction; or (2) the Developer publicly announcing that it is going to cease the development and construction of the Hotel.

“Applicable Laws and Requirements” means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, policy, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by any Governmental Authorities, including, but not limited to, Landlord’s ordinances, rules and procedures.

“Closing” means the date on which fee simple title to the Demised Premises and the Hotel is transferred to Tenant pursuant to the Option Deed Escrow Agreement and Article III below.

“Commencement of Construction” means the occurrence of either of the following: (1) the issuance by Tenant to a general contractor of a Notice to Proceed under a principal construction contract

for the applicable portion of the Project; or (2) Tenant represents to Landlord that the actual commencement of material construction of the Hotel has commenced.

“Completion of Construction” means the occurrence of either of the following: (1) substantial completion of the Hotel, as evidenced by the issuance of a certificate of occupancy by Landlord; or (2) the actual opening of the Hotel to the public.

“Designated Representative” means the respective representative of each Party, designated by the Party in writing, who shall be primarily responsible for the performance of the Lease and the construction of the Hotel on the Demised Premises.

“Development Incentives” means the types of bond issues or tax incentives as may serve as gap financing for the Project, including, but not limited to, tax increment financing (TIF), tax abatement, and New Markets Tax Credits.

“Effective Date” means the date of this Lease.

“Environmental Laws” means any federal, state or local law, statute, regulation, rule or ordinance or amendments thereto, and all applicable judicial, administrative or regulatory decrees, judgments or orders relating to the protection of human health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 *et seq.* (“CERCLA”), as amended, the Resource, Conservation and Recovery Act, as amended, 42 U.S.C. 6901 *et seq.* (“RCRA”), the Toxic Substances Control Act, 15 U.S.C. Sections 2601-2671, the Clean Air Act, 42 U.S.C. 7401 *et seq.*, and the Federal Water Pollution Control Act, 33 U.S.C. 1251 to 1387, as the foregoing may be amended from time to time.

“Excusable Delay” means delays due or related to acts of terrorism, acts of war or civil insurrection, or any natural occurrence, strikes, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargos, litigation, tornadoes, or any other circumstances beyond the reasonable control of the applicable party using reasonable diligence to overcome which prevent such party from performing its specific duties hereunder in a timely manner, including the Financing Conditions of Tenant’s Performance set forth in **Section 5** below; provided that Excusable Delay shall only extend the time of performance for the period of such Excusable Delay, which shall begin on the day following the date on which Tenant has knowledge of the event of Excusable Delay first occurring and shall thereafter extend until the date on which the event which has caused the Excusable Delay has been materially corrected or substantially performed, or reasonably should have been materially corrected or substantially performed, given reasonable efforts. Notwithstanding the above, the parties, through their Designated Representatives, may agree to any extension of time for performance, which extension shall be considered an Excusable Delay.

“Government Authorities” or **“Governmental Authority”** means any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, county, district, municipality, city or otherwise), whether now or hereafter in existence, including Landlord.

“Hotel” means the hotel described in **Section 4.1** hereof.

“Land Use Applications” means all applications that must be secured by Landlord in accordance with Landlord’s Land Development Code to provide for the development of the Hotel, which

may include, but is not limited to, applications for subdivision and zoning, and site plan and building permit approvals.

“Obligations” means such municipal bonds or other debt instrument issued by Landlord.

“Option Deed Escrow Agreement” means that certain Option Deed Escrow Agreement by and between Landlord and Tenant dated _____, 2014, a copy of which is attached and incorporated by reference as **Exhibit C**.

“Parking Facility” means the parking facility identified as such in the Development Agreement.

“Plans and Specifications” means the schematic drawings, the design development drawings, and the construction plans and specifications prepared for the development of the Hotel, as required pursuant to Article VIII below.

2.1 Rules of Interpretation. Unless the context clearly indicates to the contrary or unless otherwise provided herein, the following rules of interpretation shall apply to this Lease:

(a) Terms.

i. The terms defined in this Lease which refer to a particular agreement, instrument or document also refer to and include all renewals, extensions, modifications, amendments and restatements of such agreement, instrument or document; provided, that nothing contained in this sentence shall be construed to authorize any such renewal, extension, modification, amendment or restatement other than in accordance with **Section 16.04** below.

ii. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Lease shall refer to this Lease as a whole and not to any particular provision of this Lease. Section, subsection and exhibit references are to this Lease unless otherwise specified. Whenever an item or items are listed after the word “including”, such listing is not intended to be a listing that excludes items not listed.

iii. Words of gender shall be deemed and construed to include correlative words of the masculine, feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing person shall include individuals, corporations, partnerships, joint ventures, associations, joint stock companies, trusts, unincorporated organizations and governments and any agency or political subdivision thereof.

(d) Captions. The table of contents, captions and headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

(e) Interpretation. In the event of some ambiguity in this Lease, the Parties shall be deemed to have jointly authored this Lease and nothing shall be construed against or in favor of one party based on it being deemed the sole author.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of Landlord. Landlord hereby represents and warrants to Tenant that:

(a) **Due Authority.** Landlord has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Lease, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Lease constitutes the legal valid and binding obligation of Landlord, enforceable in accordance with its terms.

(b) **No Defaults or Violation of Law.** The execution and delivery of this Lease, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(c) **No Litigation.** There is no litigation, proceedings or investigations pending or, to the knowledge of Landlord, threatened against Landlord with respect to the Hotel, the improvements, to the Demised Premises Improvements, or this Lease. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of Landlord, threatened against Landlord seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Lease or which would in any manner challenge or adversely affect the existence or powers of Landlord to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by Landlord of, the terms and provisions of this Lease.

(d) **Governmental or Corporate Consents.** No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution and delivery by Landlord of this Lease.

(e) **No Material Change.** (i) Landlord has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business except for the transactions contemplated by this Lease; and (ii) there has been no material adverse change in the business, financial position, prospects or results of operations of Landlord which could affect Landlord's ability to perform its obligations pursuant to this Lease.

(f) **Consents.** No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, anybody or entity in connection with the execution, delivery and performance by Landlord of this Lease.

(g) **No Default.** No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of Landlord under this Lease.

(h) **Approvals.** Except as otherwise provided herein, Landlord has received and is in good standing with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations, payments, performance and approvals, governmental or otherwise, necessary to execute this Lease and perform the obligations of Landlord hereunder.

(i) Construction Permits. Except as otherwise provided herein, Landlord has no reason to believe that all governmental permits and licenses, if any, required by Tenant pursuant to applicable law to construct, occupy and operate the Hotel will not be issued in a timely manner to permit the Hotel to be constructed pursuant to this Lease.

(j) Compliance with Laws. Landlord is in compliance with all Applicable Laws and Requirements with respect to any of its affairs, business, and operations as contemplated by this Lease.

(k) Known Environmental Conditions. To the best of Landlord's knowledge, there are no environmental hazards or materials on or under the Demised Premises.

2.2 Representations and Warranties of Tenant. Tenant hereby represents and warrants to Landlord that:

(a) Due Authority. Tenant has all necessary power and authority to execute and deliver and perform the terms and obligations of this Lease and to execute and deliver the documents required of Tenant herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Lease constitutes the legal valid and binding obligation of Tenant, enforceable in accordance with its terms.

(b) No Defaults or Violation of Law. The execution and delivery of this Lease, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing. To its knowledge, Tenant is not in default of its obligations under any other agreement, and the execution and performance of Tenant's obligations hereunder will not constitute a default under any agreement to which Tenant is a party.

(c) No Litigation. No litigation, proceedings or investigations are pending or, to the knowledge of Tenant (including the knowledge of any member of Tenant executing this Lease), threatened against Tenant (or any member of Tenant). In addition, no litigation, proceedings or investigations are pending or, to the knowledge of Tenant (including the knowledge of any member of Tenant executing this Lease), threatened against Tenant (or any member of Tenant) seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Lease or which would in any manner challenge or adversely affect the existence or powers of Tenant (or any member of Tenant) to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by Tenant (or any member of Tenant) of the terms and provisions of this Lease.

(d) No Material Change. (i) Tenant has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business except for the transactions contemplated by this Lease; and (ii) there has been no material adverse change in the business, financial position, prospects or results of operations of Tenant which could affect Tenant's ability to perform its obligations pursuant to this Lease.

(e) Governmental or Corporate Consents. No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by Tenant of this Lease.

(f) No Default. No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would

constitute a default or an event of default in any material respect on the part of Tenant under this Lease or any other material agreement or material instrument to which Tenant is a party or by which Tenant is or may be bound.

(g) **Approvals.** Except as otherwise provided herein, Tenant has received and is in good standing with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to conduct and to continue to conduct its business as heretofore conducted by it and to lease the Demised Premises.

(h) **Construction Permits.** Except as otherwise provided herein, Tenant has no reason to believe, after due inquiry of the appropriate governmental officials, that all governmental permits and licenses required by applicable law to construct, occupy and operate the Hotel will not be issued in a timely manner in order to permit the Hotel to be constructed pursuant to this Lease.

(i) **Compliance with Laws.** Tenant is in compliance with all Applicable Laws and Requirements with respect to any of its affairs, business, and operations as contemplated by this Lease.

2.3 Survival of Representations. The representations of the Parties forth in this Lease shall survive the termination of this Lease.

ARTICLE III LEASE AND CONVEYANCE

3.1 Grant of Lease. Landlord, for and in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Tenant to be paid, kept, performed and observed by Tenant, hereby demises and leases unto Tenant, and Tenant hereby leases from Landlord, the Demised Premises together with any improvements constructed thereon and the rights, privileges and easements appurtenant thereto or which are hereinafter provided in this Lease; subject to any easements now or hereinafter benefitting, belonging or pertaining thereto.

3.2 Term. The term of this Lease (the “**Term**”) shall commence on the Effective Date of this Lease and shall thereafter continue until the earlier of: (i) 24 months following the Effective Date or such later date as may be agreed to by the Parties; and (ii) the date on which Tenant exercises its option to purchase the Demised Premises from Landlord, as provided in this Article III, unless this Lease shall sooner terminate, as hereinafter provided.

3.3 Rent. Commencing upon the Effective Date and thereafter upon each anniversary of the Effective Date during the Term, Tenant covenants and agrees to pay to Landlord rent in the amount of \$1.00. All rental and other income attributable to or deriving or arising from Tenant’s leasing, subleasing, sub-subleasing, operation and use of the Demised Premises or any portions thereof shall be the sole and absolute property of Tenant.

3.3 Termination. At any time prior to the date on which Tenant has Commenced Construction of the Hotel, Tenant may terminate this Lease by giving thirty (30) days’ written notice to Landlord. Upon such termination, neither Party shall have any further liability to the other Party related to this Lease. Landlord may only terminate this Lease upon the occurrence of a “Tenant Event of Default” (defined in Article XIV below).

3.4 Tenant's Option to Purchase. Upon Completion of Construction and the issuance of a certificate of occupancy for the Demised Premises by Landlord, which certificate of occupancy shall not

be unreasonably withheld, conditioned or delayed, Tenant shall have the sole and exclusive right and option (the “**Option**”) to purchase the Demised Premises and all improvements and appurtenances thereon, including, but not limited to, the Hotel. Tenant shall exercise its aforesaid Option pursuant to the terms and requirements of the Option Deed Escrow Agreement; provided, however, Tenant may not proceed to Closing and take title to the Demised Premises if Tenant is in an uncured Tenant Event of Default.

3.5 Conveyance. Upon the Closing of the transfer of title to the Demised Premies pursuant to the Option Deed Escrow Agreement, Landlord covenants and agrees to and shall convey the Demised Premises to Tenant for sum of \$1.00, and on an "as is, where is" basis, free and clear of all liens and encumbrances whatsoever, except those restrictions, easements, covenants and reservations of record: (a) as of the Commencement Date of this Lease, except as provided in the Option Deed Escrow Agreement; and (b) created with Tenant’s or any assignee’s or sub-tenant’s written consent or which result from Tenant’s action or omissions, or any failure of Tenant to perform any of its agreements or obligations under this Lease. Upon the Closing, Landlord shall cause the Escrow Agent to deliver a properly executed and authorized special warranty deed and bill of sale for the Demised Premises, the Hotel, and other appurtenances and improvements thereon and therein located, the forms of which shall be reasonably acceptable to Landlord and Tenant and subject to the restrictions set forth above and such other restrictions as may be reasonably acceptable to the Parties; and (ii) Landlord and Tenant shall execute and deliver any and all other such writing, documents, affidavits and agreements as may be required to effectuate the transfer of title of the Demised Premises by Landlord to Tenant in accordance with the Option Deed Escrow Agreement. Upon the Closing, this Lease shall, *ipso facto*, terminate and be of no further force and effect, excepting the indemnity provisions of Article XIII below.

3.6 Failure of Election. If for any reason the Closing does not occur through no fault of Tenant, this Lease shall be and remain in full force and effect according to its terms and, in such event, Landlord shall be in default, and Tenant shall be have the right to specifically enforce its rights in equity or at law, either in mandamus or for the specific performance of any covenant or agreement contained herein, or seek any other appropriate legal or equitable remedy, as the Tenant may deem most effectual to protect and enforce any of its rights or interests hereunder. In the event the Option is not effected on the Closing because of the failure or refusal of Tenant to observe all of the covenants and conditions herein contained on Tenant’s part to be performed or observed to the Closing, Tenant shall be deemed to be in Tenant Event of Default under this Lease and Landlord shall have such rights and Tenant shall have such duties and obligations as are stated in Article XIX hereof with like effect as though written notice of default had been given under Article XIV of this Lease.

3.7 Vestiture of Title. Notwithstanding anything herein to the contrary, upon the Closing, fee title to the Demised Premises and all improvements thereupon located shall vest unto Tenant, provided Tenant is not in an uncured Tenant Event of Default upon the Closing.

ARTICLE IV CONSTRUCTION

4.1 Construction of the Hotel.

(a) Tenant agrees to Complete Construction of the Hotel not later than twenty-four (24) months following the Effective Date or such later date as may be agreed to by Landlord, provided, however such date shall be subject to extension due to Excusable Delay. Tenant agrees to diligently pursue and proceed with the Completion of Construction of the Hotel following the Commencement of Construction. Tenant shall commence and thereafter construct upon the Demised Premises the Hotel and all related improvements and appurtenances, in accordance with plans and specifications prepared in accordance with Applicable Laws and Requirements, development plans of record affecting the Demised

Premises, and this Lease. Following the initial construction of the Hotel, Tenant may make any and all modifications, improvements, and alterations to the Hotel or the Project as Tenant may deem appropriate, without the consent of Landlord. Tenant agrees to design and, subject to the fulfillment of the “Financing Conditions” (as that term is defined in **Section 5.1** below), the Hotel shall be developed and constructed as a Hilton Garden Inn or comparable quality hotel franchise associated with a nationally recognized hotel franchisor having a favorable reputation among business travelers and both a national reservation and points accrual system. The Hotel shall meet the following minimum requirements:

- (i) Contain not less than 131 hotel rooms;
- (ii) Rooms of approximately 400 square feet each, subject to reasonable modification by Tenant in its discretion;
- (iii) Four (4) stories tall;
- (iv) Approximate aggregate square footage of ninety-five thousand (95,000), subject to reasonable modification by Tenant, in its sole discretion;
- (v) Including all of the amenities required by the Hilton Corporation Brand Standards for a Hilton Garden Inn or as required by such other quality hotel franchise with a national reservation and points accrual system;
- (vi) Quality of construction substantially similar to quality hotel franchise with a national reservation and points accrual system provided by Tenant, in accordance with Applicable Laws and Requirements;
- (viii) General amenities of baggage storage, lounge (available for use throughout the day and evening), beverage area, breakfast area, coin laundry, and safety deposit box;
- (ix) Business services with customary equipment, express mail, fax, meeting rooms (including a boardroom type meeting room), photo copying service, printer, and computers;
- (x) Fitness and recreation services of fitness center, as required by the Hilton Corporation Brand Standards for a Hilton Garden Inn or as required by such other quality hotel franchise with a national reservation and points accrual system;
- (xi) Pedestrian access and circulation between the Hotel and the Parking Facility, and adjoining public areas;
- (xii) Landscaping and such other exterior grounds and physical amenities as is customarily required by the Hilton Corporation Brand Standards for a Hilton Garden Inn or as required by such other quality hotel franchise with a national reservation and points accrual system.

(b) Tenant agrees in the event that Tenant fails materially to comply with the requirements of this **Section 4.1**, then Landlord may, in its reasonable discretion, declare such failure a Tenant Event of Default pursuant to Article XIV of this Lease and pursue the remedies available to Landlord.

ARTICLE V **CONDITIONS PRECEDENT TO CONSTRUCTION**

5.1 Conditions Precedent to Construction. Tenant's obligations to Commence Construction of the Hotel shall be subject to the following conditions precedent, unless waived in writing by the Parties:

(a) Tenant shall have secured financing for the Hotel and terms and conditions reasonably acceptable to Tenant (the “**Financing Conditions**”).

(b) Landlord shall have secured consent to all Land Use Applications necessary for the construction of the Hotel and development of the Demised Premises, which Landlord agrees to diligently pursue. Landlord shall be responsible for taking all action necessary to proceed promptly with the processing of the Land Use Applications and Landlord will keep Tenant advised of the status of the Land Use Applications.

(c) The Parties shall have complied with Section 2 of the Option Deed Escrow Agreement.

(d) Landlord shall have authorized such Development Incentives as may be desired and reasonably required by Tenant.

(e) Landlord shall have cooperated with Tenant with regard to the issuance of special limited Obligations of Landlord, payable solely from property owned by Tenant.

(f) Landlord shall have issued Tenant a sales tax exemption certificate for the purpose of providing a sales tax exemption on any materials used in the construction of the Hotel. Landlord represents that, to the best of its knowledge, Landlord has the legal authority to issue a sales tax exemption certificate to Tenant for such purchases.

(g) Any and all other conditions and requirements as either or both Tenant and Landlord may reasonably determine are appropriate.

ARTICLE VI

COOPERATION BETWEEN THE PARTIES

6.1 Meetings. After the Effective Date, Designated Representatives of Tenant and Landlord shall begin meeting for the purpose of coordinating and implementing the terms of this Lease. Landlord and Tenant shall use their respective best efforts to facilitate an expeditious process on all matters relating to the development of the Hotel on the Demised Premises.

6.2 Estoppel Certificates. Either Party shall, without charge, at any time and from time to time, within twenty (20) days after written request by the other (provided such Party is making such request at the request of a third party), certify by written instrument, duly executed, acknowledged, and delivered, to the requesting Party or any other person, firm, or corporation specified by the requesting Party: (a) that this Lease is unmodified and in full force and effect, or, if there have been any modifications, that the same is in full force and effect as modified and stating the modifications; (b) the dates, if any, to which the rent, impositions and other charges hereunder have been paid in advance; (c) the date of expiration of the Term hereof; (d) monies due and payable under this Lease; and (e) whether or not, to the best knowledge of the Party executing such certificate on behalf of such Party, the requesting Party is in default in the performance of any covenant, agreement, or conditions contained in this Lease and, if so, specifying each such default of which the Party executing such certificate may have knowledge.

6.3 Attraction of Business. Tenant and Landlord shall cooperate with the other with respect to opportunities to enhance continuing efforts to attract patronage, business travelers and larger meetings and conventions to the Hotel and the Renaissance Project. Neither Tenant nor Landlord shall have liability to the other for the failure of the Hotel or any other part of the Project to attract hotel patronage,

business travelers and larger meetings and conventions to the Hotel or the City of Enid; provided, however, the foregoing limitation of liability shall not affect or otherwise limit Landlord's liability to Tenant pursuant to the agreements that are the subject of the Option Deed Escrow Agreement including, but not limited to, that certain Room Guarantee by and between Landlord and Tenant.

ARTICLE VII COMPLIANCE WITH LAWS

7.1 General. Tenant shall be required to comply with all of Applicable Laws and Requirements in connection with the planning, developing, constructing and operating or causing the operation of the Hotel on the Demised Premises.

7.2 Permits and Approvals. Tenant shall obtain and comply with all necessary permits, licenses, consents, approvals, and other authorizations required from Governmental Authorities, including those required by Environmental Laws, and pay all fees, impositions, and other charges in connection therewith.

7.3 Waiver of Fees. Notwithstanding the foregoing Section 7.2, Landlord hereby agrees to and shall waive any building permit, fees, impositions and other charges that may or could be assessed by Landlord in connection with the design, construction and development of the Hotel on the Demised Premises by Tenant.

7.4 Records. Tenant shall provide Landlord with such additional information as Landlord may reasonably request concerning Tenant or the design and construction of the Project.

7.5 Right to Contest. Tenant shall have the right to contest by appropriate legal proceedings diligently conducted in good faith, in the name of Landlord, without cost or expense to Landlord, the validity or application of any law, ordinance, rule, regulation, fee, or requirement and, if by the terms of any such law, ordinance, order, rule, regulation or requirement, compliance therewith may legally be delayed pending the prosecution of any such proceeding, Tenant may delay such compliance therewith until the final determination of such proceedings. Any such contest shall be at Tenant's sole cost and expense.

ARTICLE VIII DESIGN

8.1 General. Tenant shall be responsible for the design of the Hotel, subject to Landlord's right of review in accordance with this Article.

8.2 Conformance of Design. Tenant shall design the exterior of the Hotel and use such construction materials for the Hotel that will blend with Landlord's vision for Landlord's Renaissance Project and reinforce the urban setting in which it is located. **The Hotel will be designed so that it provides a pedestrian connection to the Parking Facility.**

8.3 Review and Approval of Preliminary Plans and Specifications. Tenant shall provide Landlord with preliminary Plans and Specifications for the Hotel, if and as they are prepared. Landlord shall review such Plans and Specifications to determine whether they are in substantial conformance with the ordinances of Landlord and this Lease. Landlord shall provide Tenant with its approval or reasonable objection to the Plans and Specifications within forty-five (45) business days of Landlord's receipt of the Plans and Specifications. Failure of Landlord to provide its approval or objection to the Plans and

Specifications within such period shall be deemed as approval by Landlord of the preliminary plans and specifications. In the event Landlord has reasonable objections to the preliminary Plans and Specifications, Landlord shall provide a written notice of such objections detailing the substantial non-conformance of the preliminary Plans and Specifications with the ordinances of Landlord and this Lease and its specific demands of modification to the Plans and Specifications. Tenant shall thereafter exercise reasonable good faith efforts to modify the Plans and Specifications to respond to the demands of Landlord and shall submit the Plans and Specifications to Landlord for final approval. **Notwithstanding the foregoing, Landlord and Tenant acknowledge and agree that, prior to the Effective Date, Tenant has prepared and Landlord has tentatively approved draft Plans and Specifications, the form of which shall be substantially similar to the Plans and Specifications approved pursuant to Section 8.4 below.**

8.4 Final Plans and Specifications. Upon approval of the preliminary Plans and Specifications, Tenant shall:

- (a) Prepare final Plans and Specifications, including detailed drawings, construction plans, design data, estimates, and technical specifications to show the character and scope of the work to be performed by contractors for the Hotel and the Demised Premises.
- (b) Furnish to Landlord copies of such final Plans and Specifications as may be required to secure approval of such Government Authorities as may have jurisdiction over design criteria applicable to the Hotel and the Demised Premises.
- (c) Furnish the number of approval copies of the final Plans and Specifications for the Hotel and the Demised Premises as Landlord may require.

8.5 Incorporation of Final Plans. The final Plans and Specifications for the Hotel and the Demised Premises shall be presented to Landlord for approval and incorporated into this Lease by addendum. Incorporation of said final Plans and Specifications may occur administratively, as approved by Landlord staff, and no action of City Council will be required to incorporate the final Plans and Specifications into this Lease.

ARTICLE IX **CONSTRUCTION**

9.1 General. Tenant will diligently proceed with the construction of the Hotel according to the Plans and Specifications that are approved by Landlord pursuant to Article VIII above, subject only to Excusable Delay.

9.2 Progress Reports. From the Effective Date through the Commencement of Construction, Tenant shall meet with representatives of Landlord and provide progress reports to Landlord for the purposes of reporting upon the progress of the construction of the Hotel. Tenant shall

promptly notify Landlord of the occurrence of an Excusable Delay. Such progress reports shall be in such form as may be reasonably agreed to by Landlord and Tenant.

9.3 Inspections. In order to enable Landlord to monitor Tenant's compliance with this Lease, Tenant agrees to permit Landlord or its designees to inspect and observe the construction of the Hotel, in order to ascertain and determine that the standards of Landlord and the terms of this Lease have been met. The frequency and level of inspections shall be determined by Landlord and subject to the approval of Tenant. If the Hotel is not being constructed in any material respect in accordance with this Lease, after consulting with Tenant, Landlord may promptly deliver written notice to Tenant and Tenant shall promptly correct such deficiencies. The right of inspection reserved unto Landlord under this **Section 9.3** shall not limit the rights of Landlord to inspect the Hotel in conjunction with any permits issued for the construction of the Hotel pursuant to Applicable Laws and Requirements.

9.4 Changes. Following approval of the Plans and Specifications, no substantial change to the approved Plans and Specifications shall be made by Tenant following the Commencement of Construction, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant must provide written notice to Landlord of any material changes in the Plans and Specifications.

9.5 Utility Relocation. The Parties agree that all costs that are not paid by the appropriate utility company associated with relocating any existing utilities from any existing public or private easement as a result of construction of the Hotel or any portion thereof shall be paid by Landlord.

9.6 Bonding. Tenant shall ensure that its contractors secure and maintain, for the construction of any improvement or appurtenance designed and constructed on the Demised Premises by Tenant and to be owned and maintained by Landlord after acceptance, if any, such performance and payment bonds as may be reasonably requested by Landlord and agreed to by Tenant.

ARTICLE X OPERATION OF HOTEL

10.1 Operation and Management. Upon the Closing of the Escrow created by the Option Deed Escrow Agreement, the Demised Premises shall be owned by Tenant or such other entity selected by Tenant, and operated and managed in accordance with Hilton Corporation Brand Standards for a Hilton Garden Inn or as required by such other quality hotel franchise with a national reservation and points accrual system, and Applicable Laws and Requirements. Unless otherwise agreed to by Landlord and Tenant, all other portions of the Renaissance Project shall be owned by Landlord and operated by such entity as Landlord may determine.

ARTICLE XI RIGHT TO MORTGAGE LEASEHOLD INTEREST

11.1 Tenant Right to Grant Security Interest. Notwithstanding anything to the contrary herein contained, Tenant is hereby granted the right to grant one or more security interests in the leasehold estate hereby created to secure one or more loans from financial institution(s) (each, a "Lender") under such terms as Tenant may determine. At least fifteen (15) days prior to the execution of any document granting any such security interest, Tenant shall, in writing, provide notice to Landlord of the following:

- (a) The name of the Lender;

- (b) The material terms of the loan; and
- (c) The terms of the security interest to be granted.

11.3 Substitution of Lender. If Tenant grants a security interest to a Lender pursuant to the provisions hereof, and if such Lender subsequently forecloses its security interest, Landlord agrees to accept such Lender as a Tenant under and pursuant to the terms of this Lease; provided, however, that Tenant is not then in default of its obligations hereunder. In the event of a substitution of a Lender as Tenant under this Lease pursuant to the foregoing provision, such Lender shall be bound by all the provisions hereof as modified or amended with the consent of such Lender, which consent shall not be unreasonably withheld, conditioned or delayed.

11.3 Non-Recourse to Leasehold. Notwithstanding anything in this Lease to the contrary, any security interest granted by Tenant to a Lender in the leasehold estate hereby created is non-recourse to Landlord and neither Landlord nor any of its commissioners, officers, agents or employees shall have any personal or pecuniary liability whatsoever based upon the failure of Tenant or Landlord to pay and perform any such security interest; provided, however, that Landlord agrees and acknowledges that a Lender shall have all rights and remedies permitted by the security interest at law or in equity, specifically including, but not limited to, the right to foreclose on Tenant's interest in the leasehold estate hereby created. Any covenant, obligation or agreement of Tenant under any such security interest shall not constitute a covenant, obligation or agreement of any present or future commissioner, officer, agent or employee of Landlord, and no commissioner, officer, agent or employee of Landlord shall be liable personally for any such security interest or be subject to any personal liability or accountability by reason of the execution and delivery of this Lease. No provision, covenant, or agreement of Tenant contained in any such security interest shall constitute or give rise to or impose upon Landlord a pecuniary liability or a charge.

11.4 Consent. Tenant shall not have the right to grant a security interest to a Lender in Landlord's fee ownership in the Demised Premises, without Landlord's prior written consent, which Landlord may grant or withhold in its absolute sole discretion.

ARTICLE XII
SALES TAX ACCOUNTING; TAX CREDITS

12.1 Sales Tax Accounting. Tenant shall account for all purchases for which the sales tax exemption provided by Landlord pursuant to Article V above and shall provide such accounting to Landlord at least quarterly. Tenant shall reimburse Landlord and/or the other recipients of sales tax if it is determined that such exemption was improperly used by Tenant or its contractors and subcontractors.

12.2 Tax Credits. Any and all federal or State of Oklahoma Tax Credits (the "Tax Credits") available for any construction of the Hotel on the Demised Premises secured by or in behalf of Tenant are and shall be the sole and absolute property of Tenant, and Landlord shall not have any right, title, claim or interest in and to any portion of said Tax Credits. In all events, at all times from and after the date of this Lease through the expiration of the Term of this Lease, Landlord agrees to provide Tenant with reasonable good faith support, assistance and cooperation, in Tenant obtaining the issuance of such Tax Credits and avoiding any claw-back or recapture thereof, including (but not limited to): (a) signing certifications which may be reasonably required to obtain issuance of such Tax Credits and any other incentives which Tenant may seek for the development of the Hotel on the Demised Premises; (b) supporting, and cooperating with Tenant in Tenant's applications and certifications required to obtain authorization, approval and issuance of such Tax Credits; (c) providing estoppel certificates or similar confirmation that there is no Tenant Default under the Lease; (d) modifying this Lease to conform to any

other reasonable third-party requirements imposed upon Tenant for this purpose; and (e) consenting to transfers needed to secure or maintain the Tax Credits.

ARTICLE XIII
INSURANCE, INDEMNIFICATION AND RELEASE

13.1 Insurance. Tenant, at its own cost and expense, shall keep the Demised Premises, the Hotel, and all improvements and appurtenances thereon continuously insured against loss or damage by fire, with extended coverage, and against such other hazards as Landlord may reasonably require which insurance coverage is carried customarily by owners of similar properties in Oklahoma. Without limiting the foregoing, at all times during the Term, Tenant shall secure and maintain insurance as follows:

(a) Insurance against loss or damage to the Demised Premises and all improvements by fire and any of the risks covered by insurance of the type now known as "all risk" coverage in an amount not less than that percentage of the full replacement cost of all buildings and improvements now or hereafter erected thereon required to satisfy any applicable co-insurance requirement in such policy and with not more than \$10,000.00 deductible from the loss payable for any casualty. The policies of insurance carried in accordance with this subparagraph (a) shall contain a replacement cost endorsement.

(b) Comprehensive public liability insurance on an "occurrence basis" against claims for personal injury, including without limitation bodily injury, death or property damage occurring on, in or about the Demised Premises and all improvements and the adjoining streets, sidewalks and passageways, such insurance to afford coverage to a limit of not less than \$5,000,000.00 per occurrence.

(c) During the course of any construction, maintenance or repair of improvements on the Demised Premises, builder's risk insurance against "all risks of physical loss", including collapse and transit coverage, during such construction or repair, with deductibles not to exceed \$10,000.00 in non-reporting form, covering the total value of work performed and equipment, supplies and materials furnished.

(d) Each policy of insurance required by the terms of this **Section 13.1** shall contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Tenant which might otherwise result in forfeiture of such insurance, and also an agreement by the insurer waiving all rights of setoff, counterclaim or deductions against Landlord and Tenant.

(e) Each policy of insurance required by the terms of this **Section 13.1** shall be issued by a company licensed to do business in the State of Oklahoma and reasonably satisfactory to Landlord and shall name Landlord as an additional insured. Tenant shall furnish Landlord with a signed duplicate original policy with respect to all required insurance coverage. At least thirty (30) days prior to the expiration of each such policy, Tenant shall furnish Landlord with evidence satisfactory to Landlord of the payment of premium and the reissuance of a policy continuing insurance in force as required by this Lease. All such policies, including policies for any amounts carried in excess of the required minimum and policies not specifically required by Landlord, shall name Landlord as an additional insured and shall be in form reasonably satisfactory to Landlord, shall be maintained in full force and effect, shall be delivered to Landlord, with premiums prepaid, and shall contain a provision that such policies will not be canceled or amended, which terms shall include any reduction in the scope or limits of coverage, without endeavoring to obtain at least thirty (30) days prior written notice to Landlord. If the insurance, or any part thereof, shall expire, or be withdrawn, or become void or unsafe by reason of

Tenant's breach of any condition thereof, or become void or unsafe by reason of the value or impairment of the capital of any company in which the insurance may then be carried, or if for any reason whatever the insurance shall be unsatisfactory to Landlord, Tenant shall place new insurance on the Demised Premises and all improvements, providing the same or greater coverage.

13.2 Indemnity. Each Party (the "**Indemnifying Party**") agrees to indemnify and hold the other Party and its officials, members, managers, officers, directors, employees, agents, contractors, subcontractors, licensees, invitees, and consultants (collectively, the "**Indemnified Parties**") harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and reasonable attorneys fees, directly resulting from the actions or inaction of the Indemnifying Party's and its officials, members, managers, officers, directors, employees, agents, contractors, subcontractors, licensees, invitees, and consultants. Landlord's indemnification shall be specifically limited by the Governmental Tort Claims Act, 51 O.S. § 151. *et. seq.*

13.3 Notification of Action. In the event any suit, action, investigation, claim or proceeding (each, an "**Action**") is commenced and, as a result, the Indemnifying Party may become obligated to one or more of the Indemnified Parties hereunder, any one of the Indemnified Parties shall give prompt notice to the Indemnifying Party of the occurrence of such event. After receipt of such notice, the Indemnifying Party may elect to defend, contest or otherwise protect the Indemnified Parties against any such Action, at the reasonable cost and expense of the Indemnifying Party, utilizing counsel of the Indemnifying Party's choice. The Indemnified Parties shall assist, at the Indemnifying Party's sole discretion, in the defense thereof. In the event that the Indemnifying Party shall fail timely to defend, contest or otherwise protect any of the Indemnified Parties against such Action, the Indemnified Parties shall have the right to do so, and (if such defense is undertaken by the Indemnified Parties after notice to the Indemnifying Party asserting the Indemnifying Party's failure to timely defend, contest or otherwise protect against such Action) the reasonable and necessary cost of such defense shall be at the expense of the Indemnifying Party.

13.4 Settlement. Any one of the Indemnified Parties shall submit to the Indemnifying Party any settlement proposal that the Indemnified Parties shall receive which may only be accepted with the approval of the Indemnifying Party. The Indemnifying Party shall be liable for the payment of any amounts paid in settlement of any Action to the extent that and only with respect to any part the Indemnifying Party expressly assumes in writing as part of such settlement. Neither the Indemnifying Party nor the Indemnified Parties will unreasonably withhold its consent to a proposed settlement.

13.5 Survival. The right to indemnification set forth in this Lease shall survive the termination of this Lease for a period of two (2) years.

ARTICLE XIV **EVENTS OF DEFAULT AND REMEDIES**

14.1 Tenant Event of Default. Subject to Excusable Delays, a "**Tenant Event of Default**" shall include the following:

(a) The failure of Tenant to Complete Construction of the Hotel in accordance with the requirements of Article IV hereof and the continuance of such failure for a period of ninety (90) days after Landlord has notified Tenant in writing of such failure.

(b) An assignment by Tenant in violation of **Section 15.2** below.

(c) Abandonment of the construction of the Hotel, following Commencement of Construction, and the continuance of such Abandonment for a period of one-hundred twenty (120) days after Landlord has notified Tenant in writing of such Abandonment.

(d) Any representation or warranty made by Tenant herein or in the Notice of Commencement of Construction or in any written statement or certificate furnished to Landlord proves untrue in any substantial material respect as of the date of the issuance or making thereof, and such untrue representation or warranty could reasonably be expected to cause undue harm to Landlord, and such shall not be corrected or brought into compliance within one hundred twenty (120) days after there has been given to Tenant by Landlord a written notice specifying such untruth and requiring it to be remedied; provided, that if such untruth cannot be fully remedied within such one hundred twenty (120) day period, but can reasonably be expected to be fully remedied and Tenant is diligently attempting to remedy such untruth, such untruth shall not constitute an event of default if Tenant shall immediately upon receipt of such notice diligently attempting to remedy such untruth and shall thereafter prosecute and complete the same with due diligence and dispatch.

(e) The entry of a decree or order by a court having jurisdiction in the premises for relief in respect of Tenant, or adjudging Tenant a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, adjustment or composition of or in respect of Tenant under the United States Bankruptcy Code or any other applicable federal or state law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of or for Tenant or any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order unstayed and in effect for a period of one hundred and twenty (120) consecutive days.

(f) The commencement by Tenant of a voluntary case, by it of proceedings to be adjudicated a bankrupt or insolvent, or the consent by it to Tenant of bankruptcy or insolvency proceedings against it, or the filing by it of a petition or answer or consent seeking reorganization, arrangement or relief under the United States Bankruptcy Code or any other applicable federal or state law, or the consent or acquiescence by it to the filing of any such petition or the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of Tenant or any substantial part of its property, or the making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability or its failure to pay its debts generally as they become due, or the taking of corporate action by Tenant in furtherance of any such action.

(g) Substantial default by Tenant in the performance or breach of any other covenant or agreement of Tenant in this Lease not specifically covered in (a) through (f) above, and continuance of such default or breach for a period of one hundred twenty (120) days after Landlord has delivered to Tenant a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such one hundred twenty (120) day period, but can reasonably be expected to be fully remedied and Tenant is diligently attempting to remedy such default or breach, such default or breach shall not constitute an event of default if Tenant shall, immediately upon receipt of such notice, diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch; provided, however, notwithstanding the foregoing **Section 14.1** (a) through (g) or any other provision of this Lease to the contrary, in no event shall a Tenant Event of Default be deemed to exist if the facts underlying the specific potential or actual Tenant Event of Default have been caused by or related to a Landlord Event of Default.

14.2 Landlord Event of Default. A “**Landlord Event of Default**” shall include the following:

(a) The failure of Landlord to consummate the Closing of the sale of the Demised Premises in accordance with the requirements of Article III hereof and the Option Deed Escrow Agreement and the continuance of such failure for a period of fifteen (15) days after Tenant has notified Landlord, in writing, of such a default;

(b) Any representation or warranty made by Landlord herein proves untrue in any material respect as of the date of the issuance or making thereof, and such untrue representation or warranty could reasonably be expected to cause undue harm to Tenant, and such shall not be corrected or brought into compliance within forty-five (45) days after there has been given to Landlord by Tenant a written notice specifying such untruth and requiring it to be remedied; provided, that if such untruth cannot be fully remedied within such forty-five (45) day period, but can reasonably be expected to be fully remedied and Landlord is diligently attempting to remedy such untruth, such untruth shall not constitute an event of default if Landlord shall immediately upon receipt of such notice diligently attempt to remedy such untruth and shall thereafter prosecute and complete the same with due diligence and dispatch; or

(c) The occurrence and continuance of any default in the performance or breach of any covenant or agreement of Landlord in this Lease, and continuance of such default or breach for a period of thirty (30) days after there has been given to Landlord by Tenant a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such thirty (30) day period, but can reasonably be expected to be fully remedied and Landlord is diligently attempting to remedy such default or breach, such default or breach shall not constitute an event of default if Landlord shall, immediately upon receipt of such notice, diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch; provided, however, notwithstanding the foregoing **Section 14.2** (a) through (c) or any other provision of this Lease to the contrary in no event will a Landlord Event of Default be deemed to exist if the facts underlying the specific potential or actual Landlord Event of Default have been caused by or is related to a Tenant Event of Default.

14.3 Remedies.

(a) In addition to the remedies set forth in **Section 14.4** hereof, upon the occurrence of a Tenant Event of Default, Landlord shall have the right to pursue any one or more of the following courses of action: (i) to take such actions as deemed necessary by Landlord to remedy the breach, the costs of which may be charged to Tenant or offset against any payments due under this Lease to the defaulting Party; (ii) to provide notice and opportunity to cure such Tenant Event of Default to Tenant's Lender, in accordance with the requirements of each Lender, the specifics of which shall hereinafter be appended to this Lease and thereafter shall become a part of this **Section 14.3**; (iii) to institute any and all proceedings permitted by law or equity including, without limitation, actions for specific performance and/or damages.

(b) Upon the occurrence of a Landlord Event of Default, Tenant shall have the right to pursue any one or more of the following courses of action: (i) to take such actions as deemed necessary by Tenant to remedy the breach, the costs of which may be charged to Landlord; (ii) to

terminate this Lease by written notice to Landlord, which termination shall be effective as of the effective date which is set forth in said notice, provided that said effective date shall be at least thirty (30) days after the date of said notice; and (iii) to institute any and all proceedings permitted by law or equity including, without limitation, actions for specific performance and/or damages.

14.4 Effect of Cure. Notwithstanding anything to the contrary contained in this Article, in the event that any Tenant Event of Default shall be cured in any manner hereinabove provided, such Tenant Event of Default shall be deemed to have never occurred and Tenant's rights hereunder shall continue unaffected by such Tenant Event of Default.

ARTICLE XV **SUBLETTING AND ASSIGNMENT**

15.1 Subletting. Tenant may sublease or sub-sublease the Demised Premises, in whole or in part, and may permit any subtenant or sub-subtenant to sub-sublease, in whole or in part, that part of the Demised Premises in which it is a subtenant or sub-subtenant, without Landlord's consent. Tenant agrees to furnish to Landlord written notice of all subleases and sub-subleases of the Demised Premises within thirty (30) days after the same are executed, together with the name and address of the subtenant and sub-subtenant, but Tenant shall not be required to furnish copies of subleases or sub-subleases with occupants of the Development Project executed in the normal course unless requested by Landlord.

15.2 Tenant Assignment. Tenant shall not assign this Lease, in whole or in part, without prior written consent of Landlord that shall not be unreasonably withheld, conditioned or delayed, and shall be subject to Article XII above. Upon an assignment, Tenant shall have no further liability to Landlord under this Lease as to the scope of such assignment, excepting obligations unperformed by Tenant on the date of such assignment for which the assignee has not expressly assumed liability, without exception. Tenant shall provide any such written assignment and assumption to Landlord.

15.3 Landlord Assignment. Landlord shall have the right to assign or otherwise transfer this Lease to Landlord or to any successor entity created by Landlord, to perform the same functions as Landlord and, upon such assignment or other transfer, this Lease shall be binding upon and shall inure to the benefit of Landlord or to any such successor entity. Notice of any such assignment or transfer shall be given to Tenant no later than thirty (30) days prior to the date of such assignment's effective date.

ARTICLE XVI **MISCELLANEOUS PROVISIONS**

16.1 Consents and Cooperation. Wherever in this Lease the consent or approval of Landlord and Tenant is required, such consent or approval shall not be unreasonably withheld, delayed or conditioned, shall be in writing and shall be executed by a duly authorized officer or agent of the Party granting such consent or approval. Further, Landlord and Tenant agree to take such reasonable actions as may be necessary to carry out the terms, provisions and intent of this Lease and to aid and assist each other in carrying out such terms, provisions and intent. Any consent or approval required by Landlord may be provided by Landlord's Designated Representative and may be subject to the City Council of Landlord.

16.2 Relationship. In the performance of this Lease, excepting only to the extent Tenant is Landlord's agent for purposes of the sales tax exemption conferred in Article V above, Tenant shall act solely as an independent contractor. Neither this Lease nor any agreements, instruments, documents, or

transactions contemplated hereby shall in any respect be interpreted, deemed or construed as making Tenant a partner, joint venturer with, or agent of, Landlord. Landlord and Tenant agree that neither party will make any contrary assertion, claim or counterclaim in any action, suit, arbitration or other legal proceedings involving Landlord and Tenant.

16.3 Applicable Law. This Lease shall be taken and deemed to have been fully executed, made by the Parties in, and governed by, the laws of the State of Oklahoma for all purposes and intents.

16.4 Entire Agreement; Amendment. This Lease constitutes the entire agreement between Landlord and Tenant with respect to the matters herein and no other agreements or representations other than those contained in this Lease have been made by the Parties. It supersedes all prior written or oral understandings with respect thereto. This Lease shall be amended only in writing and effective when signed by the authorized agents of Landlord and Tenant. The Parties acknowledge and agree that this Lease shall be subject to amendment and further clarification, following full approval hereof by Landlord's governing body.

16.5 Counterparts. This Lease is executed in multiple counterparts, each of which shall constitute one and the same instrument.

16.6 Severability. In the event any section, term or provision of this Lease is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent the remainder can be given effect without the invalid provision.

16.7 Limit on Liability. The Parties agree that:

(a) No director, officer, agent, employee, representative, attorney or consultant of Landlord shall be personally or otherwise in any way liable to Tenant or any third-party in the event of any default, breach or failure of performance by Landlord under this Lease or for any amount which may become due to Tenant or with respect to any agreement, indemnity, or other obligation under this Lease.

(b) No member of Tenant and no director, officer, member, manager, agent, employee, shareholder, representative or consultant of Tenant or any such member of Tenant shall be personally or otherwise in any way liable to Landlord or any third-party in the event of any default, breach or failure of performance by Tenant under this Lease or for any amount which may become due to Landlord with respect to any agreement, indemnity or other obligation under this Lease.

16.8 Headings. Headings of articles and sections are inserted only for convenience and are in no way to be construed as a limitation or expansion on the scope of the particular articles, sections or subsections to which they refer. Words in the singular shall include the plural, and vice versa, where appropriate.

16.9 Notices. Any notice, demand, or other communication required by this Lease to be given by either Party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States First Class Mail, postage prepaid, or delivered personally or by a reputable overnight delivery service:

In the case of Tenant to:

Enid Hotel I, LLC
c/o LodgeWell, LLC
8500 College Boulevard
Overland Park, Kansas 66210

Attention: David C. Owen

With a copy to:

Hardwick Law Firm, LLC
1125 Grand Boulevard, Suite 1200
Kansas City, Missouri 64106
Attention: Allison L. Bergman, Esq.

In the case of Landlord to:

City of Enid, Oklahoma
401 West Owen K. Garriott Road
P.O. Box 1768
Enid, Oklahoma 73702
Attention: City Manager

With a copy to:

City of Enid
P.O. Box 1768
Enid, OK 73702
Attention: City Attorney

or to such other address with respect to either Party as that Party may, from time to time, designate in writing and forward to the other as provided in this paragraph.

16.10 Waiver. The failure of either Party to insist upon a strict performance of any of the terms or provisions of this Lease, or to exercise any option, right or remedy contained in this Lease, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either Party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such Party.

16.11 Negotiation of Lease. Landlord and Tenant are governmental and business entities, respectively, each having been represented and advised by competent counsel, and each has fully participated in the negotiation and drafting of this Lease and has had ample opportunity to review and comment on all previous drafts. Accordingly, this Lease shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Lease differs in any respect from any previous draft hereof.

16.12 Tax Implications. Tenant acknowledges and represents that (a) neither Landlord nor any of its officials, employees, consultants, attorneys or other agents have provided to Tenant any advice regarding the federal or state income tax implications or consequences of this Lease and the transactions contemplated hereby, and (b) Tenant is relying solely upon its own tax advisors in this regard.

16.13 Exhibits. All exhibits which are attached or referred to in this Lease are specifically incorporated herein by reference and form an integral part hereof.

16.14 Agreement to Control. In the event of any conflict between the terms of this Lease and the Development Agreement, the provisions of this Lease shall control and supersede the conflict.

DRAFT

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

CITY OF ENID

Name: William E. Shewey
Title: Mayor

(SEAL)

ATTEST:

Name: Linda Parks
Title: City Clerk

ACKNOWLEDGMENT

State of Oklahoma)
) ss.
County of Garfield)

BE IT REMEMBERED, that on this _____ day of _____, 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared William E. Shewey, Mayor for the City of Enid, Oklahoma, to me known to me to be the same person who executed, as such official, the within instrument on behalf of and with the authority of said City, and such person duly acknowledged the execution of the same to be the free act and deed of said City.

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

Notary Public

(SEAL)

My Commission Number: _____
My Commission Expires: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

ENID HOTEL 1, LLC,
a Kansas limited liability company

By: LodgeWell Development, LLC,
a Kansas limited liability company

Its: Member

By: LodgeWell, LLC, a Kansas limited liability company

Print Name: _____
Title: Managing Member

ACKNOWLEDGMENT

State of _____)

) ss.

County of _____)

BE IT REMEMBERED, that on this ____ day of _____, 2014, before me, the undersigned, a Notary Public in and for said County and State personally appeared _____, managing member of LodgeWell, LLC, a Kansas limited liability company, the member of LodgeWell Development, LLC, a Kansas limited liability company, the sole member of Enid Hotel 1, LLC, a Kansas limited liability company, to me known to be the person described in and who executed the foregoing instrument on behalf of said limited liability company, and acknowledged that he executed the same as his free act and deed.

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

Notary Public

(SEAL)

My Commission Number: _____

My Commission Expires: _____

EXHIBIT "A"

Lot Two (2), Replat of Block Thirty-Two (32), Original Townsite of Enid,
Garfield County, Oklahoma, according to the recorded replat thereof.

DRAFT

GARAGE MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT (the “**Agreement**”) dated April 1, 2014, is by and between **THE CITY OF ENID, OKLAHOMA**, an Oklahoma Municipal Corporation (the “**Client**”) and **LODGEWELL MANAGEMENT, LLC**, a Kansas limited liability (“**Manager**”) (Client and Manager are each a “**Party**” and are together the “**Parties**”).

WITNESSETH:

1. Management Services. Client hereby contracts with Manager under the terms, conditions, and provisions hereinafter set out for Manager to operate certain parking facility and retail spaces located in the City of Enid, Oklahoma, in accordance with industry standards for the management of a commercial parking facility, which commercial parking facility is legally described on Exhibit A, a copy of which is attached and incorporated by reference (“**Parking Facility**”). For purposes of performing this Agreement, Client hereby grants to Manager a limited license and right of entry into, on, over and across this Parking Facility and real property on which such Parking Facility is located. The term of such limited license and right of entry shall be coterminous with the “**Term**”) (defined in Section 2 below). The management services herein are considered professional services.

2. Term. The term of this contract shall commence on upon completion of the construction of the Parking Facility and shall continue in effect for a period of five (5) years with two automatic five (5) year extension, unless sooner terminated as provided herein (“**Term**”). Following the Term and unless otherwise terminated, this Management Agreement shall continue on a month-to-month basis, subject to the same terms and conditions.

3. Termination. Manager shall have the right to terminate this Management Agreement upon one hundred twenty (120) days’ advance written notice, without cause. For so long as the Parking Facility exists in the size, physical condition, configuration, and construction quality as the Parking Facility exists following the completion of construction thereof, Manager shall be the only professional parking manager of the Parking Facility, provided that Manager is not in default under this Management Agreement. This Agreement and all extensions thereof are subject to budget appropriations pursuant to the Constitution of the State of Oklahoma. If the Board of Commissioners does not appropriate sufficient funds in any future Fiscal Year, then Client, at its option, may terminate this Agreement on the last day of any Fiscal Year without future obligations, liabilities or penalties to Manager, except for amounts due up to the time of termination for the services performed.

4. Use and Operation; Manager’s Maintenance. The Parking Facility is to be used, operated and managed by Manager as a commercial parking facility for no other purpose, without prior written approval of Client. Manager agrees to operate the Parking Facility in an efficient manner. Such operation shall be continuous and on days and hours acceptable to Client. Manager agrees to use reasonable diligence in the use, care, protection and operation of the Parking Facility during the Term of this Agreement and to surrender the Parking Facility at the termination of this Agreement in as good condition as received, ordinary wear and tear and other casualty excepted.

Manager agrees to keep the Parking Facility at all times in clean, presentable and sanitary condition and shall be responsible for the timely removal of trash, cleaning, and maintenance of the gates and ticket machines located within the Parking Facility and other improvements related to Manager's operation of the Parking Facility. Manager shall not permit anything within or upon the Parking Facility that would vitiate any insurance carried by Client on the Parking Facility. Manager further agrees to comply with all governmental laws, ordinances and regulations pertaining to Manager's use and operation of the Parking Facility and the conduct of Manager's business thereon. Client shall have the right to enter and inspect the Parking Facility at all reasonable times to ensure Manager's compliance with this provision.

5. Rate Structure. Charges for parking in the Parking Facility shall be established by Client, with input from Manager, and in any event shall be reasonably commensurate with the demand for parking space in the general vicinity of the Parking Facility and in accord with existing parking rates in the area. The rates shall not be materially increased without the advance written approval of the Client.

6. Parking Set-Aside; Partial Closure. Manager shall allocate such number of parking spaces within the Parking Facility as may be required and directed by Client to fulfill the commercial parking needs associated with Client's Event Center (the "**Event Center**") located within close proximity to the Parking Facility and the commercial tenants and patrons of the Parking Facility. Manager shall offer such parking to the commercial tenants of the Event Center on such terms and conditions as may be reasonably directed by Client to Manager. Manager shall operate the Parking Facility in a manner consistent with satisfying as efficiently as possible the parking demands generated by Event Center and the tenants of the commercial spaces located within the Parking Facility.

7. Assignment. This Agreement may be assigned or subcontracted by Manager only upon written consent of the Client, which consent shall not be unreasonably withheld, conditioned or delayed. This Agreement shall be binding upon and inure to the benefit of any such successor entity. Notice of such assignment or other transfer shall be given to Client not later than thirty (30) days prior to the effective date thereof.

8. Operational Terms. Gross Revenues, Operating Expenses, and Operating Surplus are defined as follows:

A. "**Gross Revenues**" shall include all revenues received by Manager or Client (excluding all sales taxes or other charges required to be remitted to any governmental agency), payment of rents and other fees and special assessments paid by commercial tenants and patrons of the Parking Facility, vending machines, concessions, and any and all other income generated at the Parking Facility. Any revenues collected directly by Client ("**Direct Payments**") shall be accurately reported to Manager.

B. "**Operating Expenses**" shall include all the expenses, excepting: (i) expenses to be borne by Manager (set forth in Exhibit B, a copy of which is attached and incorporated by reference); and (ii) expenses to be borne by Client (set forth in Exhibit C, a copy of

which is attached and incorporated by reference). Operating Expenses shall include but shall not be limited to:

- 1) Wages of supervisory personnel assigned to the Parking Facility, attendants, cashiers, clerical and audit staff and a charge from Manager for employee benefits including, but not limited to, payroll taxes, social security, workers' compensation insurance, unemployment insurance, group health insurance, and retirement benefits;
- 2) Telephone expenses;
- 3) Business taxes, other than franchise taxes on income or profits directly related to the Manager's operation of the Parking Facility;
- 4) License and permits directly related to the Manager's operation of the Parking Facility;
- 5) Advertising and promotion costs directly related to the Manager's operation of the Parking Facility;
- 6) Insurance to the extent required of Manager in this Agreement and directly related to the Manager's operation of the Parking Facility;
- 7) Sundry items such as uniforms, tickets and janitorial supplies directly related to the Manager's operation of the Parking Facility;
- 8) In Client's determination, reasonable payroll processing and accounts receivable processing expense directly related to the Manager's operation of the Parking Facility;
- 9) Voluntary settlement of patrons' claims for vehicle damage or loss of contents occurring at the Parking Facility, provided that the same has been authorized by Client in advance;
- 10) Routine maintenance of the Parking Facility, including snow removal, the repainting of stall markings, the repair and replacement of signs and, subject to the reasonable prior written consent of Client, the repair and replacement of ticket dispensing equipment;
- 11) If approved in advance by the Client, legal or audit charges directly attributable to the operation of the Parking Facility other than those performed by the staff of Client or Manager;
- 12) Costs to Manager to perform or cause the performance of special audits by Manager's staff auditor for the mutual benefit of Client and Manager;

provided, however, that the time and manner of the performing the audit is approved by Client in advance. Costs qualifying as Operating Expense shall be limited to a mutually agreed upon per diem rate and reasonable actual out-of-pocket expenses of the auditor during the period of such an approved special audit; and

- 13) Payment of the “deductible” amount of insurance claims settlement directly related to the Manager’s operation of the Parking Facility and payment of claims in excess of policy limits where such claims are directly related to the Manager’s operation of the Parking Facility.

C. **“Operating Surplus”** shall be defined as Gross Revenues less Operating Expenses.

9. Budget. At least forty-five (45) days prior to the commencement of any given year within the Term, Manager shall prepare and submit to Client for its approval a proposed budget for Operating Expenses for the ensuing year of the Term (**“Budget”**). The proposed Budget shall include all expenses to be paid by Manager in connection with its use and operation of the Parking Facility and shall include an automatic adjustment tied to the Consumer Price Index for all Urban Consumers (CPI). In the event the Parties do not approve the Budget by the beginning of such year of the Term in which the Budget shall apply, Manager shall utilize the prior year’s Operating Expenses budget, adjusted by the CPI, as the budget for such year of the Term until such time as the Budget is approved, and the Parties shall cooperate in good faith to finalize such Budget. Manager shall not, without first obtaining the prior written approval of Client, incur any Operating Expense item in excess of the greater of Five Thousand Dollars (\$5,000) or 125% of the Budget, unless such item is necessitated by an emergency situation which does not permit Manager to obtain the prior written approval of Client; provided, however, Client shall be informed by the next business day of any such expenditure and shall use reasonable efforts to mitigate such expense. Notwithstanding the foregoing, any such emergency expenditure by Manager shall be at the sole cost and expense of Manager in the event Manager is wholly or partially responsible for causing such emergency situation.

10. Collection and Administration of Gross Revenues. Manager covenants that it will collect or cause to be collected all of the receipts garnered from the operation and use of the Parking Facility (hereinbefore defined as “Gross Revenues”). Manager shall deduct from the Gross Revenues the following:

A. All Operating Expenses;

B. A monthly management fee (the **“Management Fee”**) in an amount equal to of Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00). The Management Fee shall be adjusted each year during the Term of the Agreement by the lesser of (i) 3.0% or (ii) CPI.

11. Disbursement of Operating Surplus. After payment of the amounts as directed in **Section 10** above, fifty percent (50%) of the remaining balance of the Gross Revenues (hereinbefore

defined as “Operating Surplus”) shall be paid to Client monthly in conjunction with Manager’s monthly report to Client listing the Gross Revenues earned and Operating Expenses generated by the Parking Facility in the preceding calendar month (“**Monthly Report**”). The Monthly Report and payment is to be submitted by Manager to Client for each month during the Term hereof by the twentieth (20th) day of the next succeeding calendar month. In the event the Gross Revenues for any month are insufficient to make the payments required under **Section 10** above, Client agrees to remit to Manager the amount of such deficiency within ten (10) days after receipt of Manager’s report. In the event Client fails to reimburse Manager within said ten (10) day period and Client does not remedy such failure within five (5) days of receipt of written notice from Manager, then Manager may up such deficiency from its Management Fee or 50% retainage of the Operating Surplus and charge Client interest thereon at a rate of ten percent (10%) per annum, prorated daily, until the full amount of any non-reimbursed Operating Expenses paid by Manager and all interest accrued thereon is paid, in full, by Client. In no event shall Manager be obligated to pay Operating Expenses when sufficient revenues from operations are not available. In the event Manager shall fail to timely, fully and faithfully remit payment of the Operating Surplus from the operation of the Parking Facility to Client, or in the event Manager shall become bankrupt or insolvent, or suffer the appointment of a receiver, or make an assignment for creditors, Manager shall be in an uncured event of default, in the event Client has provided written notice of default to Manager and Manager fails to materially cure such default within sixty (60) days of receipt of such notice of default, or such longer period as may be reasonably required by Manager to cure such default if the default is of a nature than cannot be reasonably cured in said sixty (60) day period and further provided Manager has taken reasonable steps to cure such default. In the event of an uncured event of default by Manager, Client shall have the right to terminate this Agreement, regain immediate possession of the Parking Facility, and hold the Manager liable for any damages resulting to Client. Within thirty (30) days of such termination, Manager shall remit to Client the full amount of any non-disbursed Operating Surplus due and owing to Client.

12. Audit. Client shall have the right to audit all books, documents and records of Manager relating to this Agreement and Manager covenants that it shall maintain all its books, documents and records relating to this Agreement during the Term in accordance with generally acceptable accounting principles. The books, documents and records shall be made available to Client within ten (10) days after the written request is made. Manager agrees that it will keep such for a period of seven (7) years or such longer period as the Parties may agree.

13. No Partnership. It is understood and agreed that Manager shall in no event be construed to be a partner, fiduciary or associate of Client in the operation of the Parking Facility or in the conduct of Client’s business thereon, nor shall Manager be liable for any debts incurred on behalf of Client.

14. Client’s Maintenance of Parking Facility. Client agrees to maintain the sidewalks and curb cuts adjacent to the Parking Facility in accordance with applicable municipal statutes. Client shall also be responsible for all Parking Facility repairs of a structural nature including, but not limited to, if applicable: electrical, plumbing, pavement repair, painting of the structure, repairs to the walls and floors of the Parking Facility, and sinkholes. Any structural, mechanical,

electrical or other installations or any alterations required by statutes or regulations pertaining to air quality, environmental protection, provisions for persons with disabilities or other similar governmental requirements shall be the sole responsibility of Client.

15. Insurance.

A. Client shall, for the duration of the Term, carry an all risk fire and extended coverage policy of insurance on the Parking Facility insuring the Parking Facility in such amounts as Client may deem appropriate in Client's sole discretion.

B. Manager shall maintain and keep in force at all times during the Term hereof, general public liability insurance in form reasonably acceptable to Client, covering Manager's use, occupancy and operation of the Parking Facility and affording protection in an amount not less than One Million Dollars (\$1,000,000.00) combined single limits for injury to or death of one or more persons or damage to property arising out of any one occurrence, and not less than Ten Million Dollars (\$10,000,000.00) excess liability combined single limits. The policies shall include coverage for each and all of Manager's contractual indemnity obligations set forth in this Agreement and shall be issued by an insurance company or companies reasonably acceptable to Client and authorized to transact business in the State of Oklahoma. The policies shall name Manager and Client as an additional insured thereunder.

C. In addition to the foregoing, Manager shall maintain and keep in force at all times during the Term hereof such additional policies:

Garagekeeper's Legal Liability	\$10,000,000 combined single limit each occurrence
Crime: Policy Limits:	\$50,000 commercial blanket \$50,000 broad form money inside \$50,000 broad form money outside
Workers' Compensation: Policy Limits:	Coverage A – Statutory Coverage B - \$100,000

Except as otherwise provided herein, the payment of the premiums for all such policies shall be considered an Operating Expense of the Parking Facility. Such policies required pursuant to this Section shall contain an endorsement thereof to the effect that the same shall not be canceled by the insurer without at least thirty (30) calendar days prior written notice to Client. Manager covenants to deposit with Client annual evidence of a certificate of such insurance policies and a copy of any endorsement evidencing Client as an insured, the certificate of each such renewal policy and endorsement to be similarly deposited with Client at least thirty (30) calendar days prior to the expiration of any then current policy. In the event Manager does not keep the insurance policies referred to above in full force and effect, Client may elect in its sole discretion to pay the premiums or obtain the necessary insurance, and the amount of payment therefor, with

legal interest from the date of payment, shall be due and owing from Manager to Client upon demand and shall not constitute an Operating Expense. At the request of Client, Manager shall furnish complete copies of such insurance policy for inspection. Manager agrees that such insurance policies shall be primary over any other valid and collectible insurance of Client.

Client acknowledges that Manager's obligations hereunder do not include the rendition of service, supervision, or furnishing of personnel in connection with the personal safety and security of any persons within or about the Parking Facility, nor does any insurance provided by Manager cover such claims. Manager has no knowledge or expertise as a guard or security service, employs no personnel for that purpose, and Manager's employees do not guard or protect customers against the intentional acts of third parties. Client shall determine, in its discretion, the extent to which precautionary warnings and security devices or services may be required to protect persons in and about the Parking Facility.

16. Indemnification. Manager shall defend, indemnify and hold Client harmless from and against any and all actions, costs, claims, losses, expense and/or damages, sustained by Client attributable to the negligence or intentional misconduct of Manager or any of its agents, servants or employees, including, without limitation by specification, property damage and/or injury or death to any person or persons. Client shall defend, indemnify and hold Manager harmless from and against any and all actions, costs, claims, losses, expense and/or damages, sustained by Manager attributable to the negligence of Client or any of its agents, servants or employees, including, without limitation by specification, property damage and/or injury or death to any person or persons. Except as may otherwise be provided herein, actions, costs, claims, losses, expenses, and/or damages to Manager resulting from design or structural faults or defects of the Parking Facility, including utility pipes, conduits and lines, are the responsibility of Client, except in the event that such actions, costs, claims, losses, expenses, and/or damages to Manager arise out of or are related to the negligence or intentional misconduct of Manager and its agents, servants or employees.

17. Remedies; Attorneys' Fees. All remedies available to either Party under this Agreement, at law, in equity or otherwise, shall be cumulative and not mutually exclusive. Except as herein expressly provided, no waiver by either Party of any breach of this Agreement by the other Party to this Agreement shall be deemed to be a waiver of any other breach by such non-defaulting Party (whether preceding or succeeding and whether or not of the same or similar nature). No failure or delay by a Party to exercise any right it may have by reason of the default of a Party shall operate as a waiver of default or modification of this Agreement or prevent the exercise of any right by the non-defaulting Party while the defaulting Party continues to be so in default. If any action, suit or proceeding is brought for the enforcement of any provision of this Agreement or as a result of any alleged violation of any provision of this Agreement, the prevailing Party shall be entitled to recover its costs of suit, including reasonable attorneys' fees, from the losing Party, and any judgment or decree entered in such proceeding shall include an award therefor.

18. Employees of Manager. Client and Manager agree that, during the Term of this Agreement, all personnel employed by Manager to operate the Parking Facility shall be the employees of Manager and not of Client.

19. Construction of Agreement. Notwithstanding all provisions of this Agreement, it is mutually understood between the Parties hereto, that this Agreement shall not in any way be construed to be a lease, but is merely a recitation of contract provisions.

20. Notices. Notices or any other communication required by this Agreement to be given by either Party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States First Class Mail, postage prepaid, or delivered personally or by a reputable overnight delivery service:

In the case of Manager to: LodgeWell Management, LLC
Attn: LodgeWell, LLC
8500 College Boulevard
Overland Park, Kansas 66210
Attention: David C. Owen

With a copy to: Hardwick Law Firm, LLC
1125 Grand Boulevard, Suite 1200
Kansas City, Missouri 64106
Attention: Allison L. Bergman, Esq.

In the case of Client to: City of Enid, Oklahoma
401 West Owen K. Garriott Road
P.O. Box 1768
Enid, Oklahoma 73702
Attention: City Manager

With a copy to: City of Enid
P.O. Box 1768
Enid, OK 73702
Attention: City Attorney

or to such other address with respect to either Party as that Party may, from time to time, designate in writing and forward to the other as provided in this paragraph.

21. Governing Law. The laws of the State of Oklahoma shall govern the validity, enforcement, and interpretation of this Agreement. Any action or proceeding seeking to enforce any provision of this Agreement or based on any right or obligation arising out of this Agreement may be brought against any of the parties in the State of Oklahoma, County of Garfield, or, if it has or can acquire jurisdiction, in the United States District Court for the Western District of Oklahoma, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

22. Integration, Modification and Waiver. This Agreement constitutes the complete and final expression of the agreement of the Parties relating to the obligations set forth herein and supersedes all previous contracts, agreements and understandings of the parties, either oral or written, relating to such obligations. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing referring specifically to this Agreement, executed by the Party against whom enforcement of the modification or waiver is sought.

23. Headings and Construction. The headings which have been used throughout this Agreement have been inserted for convenience of reference only and do not constitute matter to be construed in interpreting this Agreement. Words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. The words "herein," "hereof," "hereunder" and other similar compounds of the word "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision or section. If the last day of any time period stated herein shall fall on a Saturday, Sunday or legal holiday under federal law, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday under federal law.

24. Invalid Provisions. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision shall not be affected thereby.

25. Further Acts. In addition to the acts recited in this Agreement to be performed by Client and Manager, the parties agree to perform or cause to be performed any and all such further acts as may be reasonably necessary to consummate the transaction contemplated hereby.

26. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which when taken together shall constitute a single counterpart instrument. Executed signature pages to any counterpart instrument may be detached and affixed to another counterpart, which counterpart with multiple executed signature pages affixed thereto shall constitute the original counterpart instrument. All of these counterpart pages shall be read as though one and they shall have the same force and effect as if all of the parties had executed a single signature page.

27. Limit on Liability. The Parties agree that:

(a) No director, officer, agent, employee, representative, attorney or consultant of Client shall be personally or otherwise in any way liable to Manager in the event of any default, breach or failure of performance by Client under this Agreement or for any amount which may become due to Manager or with respect to any agreement, indemnity, or other obligation under this Agreement.

(b) No member of Manager and no director, officer, member, manager, agent, employee, shareholder, representative, consultant or affiliate of Manager or any such member of

Manager shall be personally or otherwise in any way liable to Client or any third-party in the event of any default, breach or failure of performance by Manager under this Agreement or for any amount which may become due to Client with respect to any agreement, indemnity or other obligation under this Agreement.

28. **Relationship.** In the performance of this Agreement, Manager shall act solely as an independent contractor. Neither this Agreement nor any agreements, instruments, documents, or transactions contemplated hereby shall in any respect be interpreted, deemed or construed as making Manager a partner, joint venturer with, or agent of, Client. The Parties agree that neither Party will make any contrary assertion, claim or counterclaim in any action, suit, arbitration or other legal proceedings involving the Parties.

IN WITNESS WHEREOF, Client and Manager have caused this instrument to be executed the day and date first above written.

[SIGNATURES BEGIN ON NEXT PAGE]

DRAFT

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

CITY OF ENID

Name: William E. Shewey
Title: Mayor

(SEAL)

ATTEST:

Name: Linda Parks
Title: City Clerk

ACKNOWLEDGMENT

State of Oklahoma)
) ss.
County of Garfield)

BE IT REMEMBERED, that on this 1st day of April, 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared William E. Shewey, Mayor for the City of Enid, Oklahoma, to me known to me to be the same person who executed, as such official, the within instrument on behalf of and with the authority of said City, and such person duly acknowledged the execution of the same to be the free act and deed of said City.

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

Notary Public

(SEAL)

My Commission Number: _____

DRAFT

EXHIBIT A

Legal Description of Parking Facility

Lot One (1), Replat of Block Thirty-Two (32), Original Townsite of Enid, Garfield County, Oklahoma, according to the recorded replat thereof.

DRAFT

EXHIBIT B

Expenses of Manager

1. Salaries, travel and accommodation expenses of all executive personnel of Manager.
2. General and administrative expenses of Manager not allocable directly to operations at the Parking Facility.
3. Personal taxes of Manager's property or income.

DRAFT

EXHIBIT C

Expenses of Client

1. Real and personal property taxes of Client's property, if any.
2. All claims, expenses and/or damages arising from, or caused by structural or design deficiencies or by improper work or supervision during construction including, without limitation, settlement, collapse or inadequacy of structure or equipment, and all repairs related thereto.
3. Debt service with respect to land, building and equipment, if any.
4. Costs of legal and auditing fees of Client, if any.
5. Salaries and wages of all employees of Client.
6. Costs incurred by Client in the supervision of obligations of Manager.
7. Capital expenditures, improvements, alterations, additions and all new equipment, including all architectural and engineering fees in connection therewith.
8. Cost of premiums for fire and extended coverage insurance.

OPTION DEED ESCROW AGREEMENT

THIS OPTION DEED ESCROW AGREEMENT ("Escrow Agreement") is made as of _____, 2014 (the "Effective Date") by and among the CITY OF ENID, OKLAHOMA (the "City"), an Oklahoma municipal corporation, ENID HOTEL 1, LLC, a Kansas limited liability company, and its affiliates and assigns (the "Developer") and a wholly owned subsidiary of LodgeWell Development, LLC ("LodgeWell"), and Guarantee Abstract Company and/or Humphrey Abstract Company (the "Escrow Agent").

Recitals

- A. City and LodgeWell are parties to that certain Master Development Agreement dated February 21, 2013, as amended (the "Development Agreement") wherein LodgeWell, as City's designated master developer, agreed, among other things, to perform certain development activities in downtown Enid, Oklahoma, including, but not limited to, the construction of an approximately 131 room hotel (the "Hotel") and a 250-stall, multi-level parking facility that includes first level commercial space (the "Parking Facility"), both of which shall be located upon property now owned by City and legally described on attached hereto and incorporated by reference as Exhibit A (the "Property").
- B. City and Developer, assignee of LodgeWell, desire that Developer, serving as City's agent, enter upon the Property and the cause the development of the Hotel, pursuant to one or more possessory agreements (individually and together, the "Possessory Agreements").
- C. Contemporaneous with the Effective Date hereof, City and Developer (each a "Party" and together, the "Parties") are signatories to a Possessory Agreement (the "Hotel Ground Lease") pertaining to that the portion of the Property upon which the Hotel shall be situated (the "Hotel Property"), which Hotel Ground Lease provides, among other things, that Developer lease the Hotel Property from City while Developer causes the development, construction and completion of the Hotel.
- D. The Parties desire to deposit and hold in escrow certain real estate and other agreements to be held and distributed by the Escrow Agent in accordance with the terms and conditions of this Escrow Agreement, which documents shall include, but are not limited to: (1) an option deed from City to Developer (the "Option Deed") whereby Developer, in consideration of the satisfactory performance of the Development Agreement and the Hotel Ground Lease, is granted by City the option to purchase the Hotel Property and the Hotel constructed thereon following the completion of construction thereof, subject to the conditions and requirements stated herein and pursuant to that certain Real Estate Contract dated March 19, 2013, as amended, the executed form of which, as amended, is attached and incorporated by reference as Exhibit I (the "Hotel Contract"); (2) a Possessory

Agreement whereby Developer is granted the sole and exclusive right to enter onto and manage the Parking Facility, following the completion of construction thereof (the “**Parking Facility Management Agreement**”); and (3) such other agreements as shall be determined by the Parties as required or desirable to implement the terms of the Development Agreement, the Option Deed, the Parking Facility Management Agreement, and all documents related thereto (collectively, the “**Transaction Documents**”).

- E. The Parties and the Escrow Agent desire to enter into this Escrow Agreement for the purposes of effectuating the foregoing activities, subject to and conditioned upon the terms and provisions hereinafter set forth.

Agreement

NOW THEREFORE, in consideration of the Development Agreement, the premises, and the mutual covenants and agreements hereinafter expressed, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and hereby incorporated into this Escrow Agreement and made a part hereof by this reference.

2. Creation of Escrow. Within thirty (30) days following the Effective Date (the “**Delivery Period**”):

2.1. By the Parties, City and Developer (and its applicable affiliate, which, for purposes of this Escrow Agreement, shall be included within the definition of “Developer”) shall deposit into escrow (“**Escrow**”) with the Escrow Agent the following duly authorized, properly executed, original counterparts of the Transaction Documents:

A. Deed granting title in the Hotel Property to Developer, the form of which is attached as Exhibit B, a copy of which is attached and incorporated by reference;

B. Parking Facility Management Agreement, the form of which is attached as Exhibit C, a copy of which is attached and incorporated by reference;

C. Room Guarantee Agreement, the form of which is attached as Exhibit D, a copy of which is attached and incorporated by reference;

D. Cross-Access Easement Agreement, the form of which is attached as Exhibit E, a copy of which is attached and incorporated by reference;

E. Parking Easement, the form of which is attached as Exhibit F, a copy of which is attached and incorporated by reference;

F. Post-Closing Agreement, the form of which is attached as **Exhibit G**, a copy of which is attached and incorporated by reference;

G. Memorandum of Hotel Ground Lease, the form of which is attached as **Exhibit H**, a copy of which is attached and incorporated by reference;

H. Special Warranty Deed granting title in the Hotel Property to City, the form of which is attached as **Exhibit I**, a copy of which is attached and incorporated by reference;

I. Resolutions authorizing the Transaction Documents, the form of which shall be determined by the Parties and the Escrow Agent;

J. Such organizational or corporate formation documents as may be required by the Escrow Agent to issue: (1) one or more leasehold title insurance policies (“**Leasehold Policies**”), upon the creation of the Escrow; and (2) at closing in accordance with **Section 4.2** below, one or more lender and ownership title insurance policies pertaining to the Hotel Property (in any event, the “**Ownership Policies**”) in accordance with the Hotel Contract and this Escrow Agreement (together, the Leasehold Policies and the Ownership Policies are hereinafter the “**Policies**”); and

K. Any and all other affidavits, writings, agreements, instruments, and approvals as may be required by the Escrow Agent to issue the foregoing Policies, subject to **Section 4.3** below.

2.2 Escrow Agent Activities. Escrow Agent shall:

A. Upon receipt of the above-referenced Transaction Documents and any other documents, examine each Transaction Document to determine that, where applicable: (a) it is properly executed and notarized; (b) it contains successively numbered pages; (c) all exhibits referred to in it are attached; and (d) the legal descriptions contained in all documents are accurate.

B. Provide to the Parties an updated commitment of title insurance Policies for the Hotel Property, Commitment No. 13090039-3285 (the “**Commitment**”). In addition, upon the Effective Date, the Escrow Agent shall issue the Leasehold Policies to Developer, the form and substance of which shall be subject to the written requirements provided by the Parties pursuant to separate written instructions.

3. Term. The term of this Escrow Agreement (“**Term**”) shall commence upon the Effective Date and shall continue until the later of: (i) the date on which Developer provides a standard-form, written copy of a City issued temporary or unconditional “Certificate of Occupancy” for the Hotel to the Escrow Agent; and (ii) June 30, 2017.

4. Termination; Closing of Escrow.

4.1 Non-Performance; Termination.

A. In the event either or both of the Parties fail to timely deliver the Transaction Documents in accordance with Section 2.1 above or the Transaction Documents do not comply with the requirements of Section 2.2.A above, Escrow Agent is hereby instructed to provide written notification of such non-performance or non-compliant conditions to the Parties (the “**Non-Performance Notice**”) within two (2) days following the expiration of the Delivery Period. Upon receipt of the Non-Performance Notice, each Party shall thereafter exercise commercially reasonable efforts to cause the immediate performance of the requirements set forth in Section 2.1 above. Thereafter, in the event either or both of the Parties fails to deliver the Transaction Documents in accordance with Section 2.1 that comply with the requirements of Section 2.2.A on or before the date that is ninety (90) days following the Effective Date, Escrow Agent is hereby instructed to and shall terminate the Escrow, in which event, the Transaction Documents provided to Escrow Agent prior to the Escrow termination shall be distributed to the Party providing such Transaction Documents, and, following the complete redistribution of the documents, Escrow Agent shall thereafter have no liability to the Parties pursuant to this Escrow Agreement.

B. Upon the expiration of the Term arising pursuant to Section 3(ii) above, the Escrow Agent shall be and is hereby authorized to terminate the Escrow and record and distribute the Transaction Documents in accordance with the procedure set forth in Section 4.1.A above.

4.2 Closing. In the event the Parties timely deliver the Transaction Documents in accordance with Section 2.1 and Section 2.2.A, Escrow Agent is hereby instructed by the Parties to hold the Transaction Documents in Escrow until the expiration of the Term set forth in Section 3(i) above.

A. Upon the expiration of the Term arising from the occurrence set forth in Section 3(i) above, Escrow Agent shall be and is hereby authorized to conduct a continuation search in office of the Register of Deeds for Garfield County, Oklahoma (the “**County Records**”), including, without limitation any records relating to title to the Hotel Property described in the Commitment, as well as judgments, orders, bankruptcies, and tax liens, to confirm there are no new encumbrances on title to the Hotel Property. Notice of any new encumbrances on title to the Hotel Property shall be provided to the Parties, in writing. If Developer objects to such new encumbrances, Developer shall provide written notice of such objection to Escrow Agent and the closing of the Escrow shall be delayed in an amount of time sufficient for City to cure such title objections. If title encumbrances to the Hotel Property cannot be cured to Developer’s satisfaction, Escrow Agent shall be and is hereby authorized to terminate the Escrow in accordance with the procedure set forth in Section 4.1.A above, upon receipt of written direction by Developer.

B. In the event and at such time that Escrow Agent is unconditionally and irrevocably prepared to comply with the terms of this Section 4.2 and issue the

Ownership Policies in accordance with the requirements of **Section 4.3** below, then Escrow Agent shall: (a) date each Transaction Document where indicated with the date of the closing; and (b) record in the County Records, in the following order, without any intervening recording: (1) the Cross-Access Easement Agreement, (2) the Parking Easement, and (3) the Option Deed.

4.3 **Title Conditions.** The closing of the Escrow by the Escrow Agent shall be subject to Escrow Agent's willingness and ability to conform the Ownership Policies to the following requirements:

Any deviation by Escrow Agent from the above-referenced Ownership Policy criteria shall be subject to the written approval of Developer.

5. Termination. Following the fulfillment of the terms and conditions of **Section 4** above, this Escrow Agreement shall terminate and the Parties and Escrow Agent hereto shall have no further liability hereunder.

6. Escrow Agent's Liabilities. Escrow Agent shall be liable as a depositary only, and, except as otherwise provided herein, shall not be responsible for the sufficiency or accuracy of the form, execution or validity of any documents or notices it receives, or for the identity, authority or rights of any persons executing, delivering, or purporting to execute or deliver any document or notice. Escrow Agent may rely upon any notice or document or other writing believed by it to be authentic in taking any action hereunder. The Parties acknowledge and agree that, except as provided in **Section 4** above, this Escrow Agreement may only be terminated, modified or amended by written instruction or agreement signed by the Parties and the Escrow Agent.

7. Dispute. In the event of any disagreement between the Parties resulting in adverse claims and demands made upon Escrow Agent, Escrow Agent shall be entitled to refuse to comply with any demand or claim, as long as the disagreement continues, and shall not be liable for its refusal to comply with any conflicting or adverse demands. In such event, Escrow Agent shall be entitled to refuse and refrain from acting, until all differences have been adjusted by written agreement and Escrow Agent is jointly authorized by the Parties to take action, or the rights of the adverse claimants are fully adjudicated by final judgment of a court assuming and having jurisdiction of the parties and the subject matter of this Escrow. Escrow Agent, as part of the consideration for the acceptance of this Escrow, shall not be liable for any acts or omissions done in good faith, nor for any acts or omissions of the Parties, nor for any claims, demands, losses, costs, expenses or damages made or suffered by the Parties or any other person that arises out of or relates to this Escrow Agreement or to actions taken by the Escrow Agent, excepting such as may be caused by the willful misconduct or gross negligence of the Escrow Agent. The Parties agree, both jointly and severally, to fully protect, defend, indemnify, reimburse and hold harmless Escrow Agent against and for any and all such claims, demands, losses, costs, expenses and damages (including reasonable and necessary attorney fees) incurred by Escrow Agent that arise from a dispute between the Parties concerning this Escrow Agreement.

8. Notices. All notices and demands herein required shall be in writing and shall be sent by United States Certified Mail return receipt requested, personal delivery, overnight courier (guaranteeing next day delivery) or facsimile:

To Developer: Enid Hotel 1, LLC
c/o LodgeWell Development, LLC
8500 College Boulevard
Overland Park, Kansas 66210
Attention: David C. Owen

With a copy to: Hardwick Law Firm, LLC
1125 Grand Boulevard, Suite 1200
Kansas City, Missouri 64106
Attention: Allison L. Bergman, Esq.

In the case of the City to: City of Enid, Oklahoma
401 West Owen K. Garriott Road
P.O. Box 1768
Enid, Oklahoma 73702
Attention: Eric Benson, City Manager

With a copy to: City of Enid, Oklahoma
401 West Owen K. Garriott Road
P.O. Box 1768
Enid, Oklahoma 73702
Attention: Andrea Chism, City Attorney

If to Escrow Agent: Krystal Olsen
Guarantee Abstract Company
Humphrey Abstract Company
217 West Broadway
Enid, OK 73701

9. Successors and Assigns. This Escrow Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. The obligations, liabilities, representations, warranties, indemnities and undertakings of City and Developer hereunder shall respectively be the joint and several obligations, liabilities, representations, warranties, indemnities and undertakings of all parties constituting City and Developer, respectively.

10. Time. Time is of the essence of this Escrow Agreement. If the time for performance of any obligations hereunder falls on a Saturday, Sunday or a day which is a Oklahoma state or federal holiday, the time for performance of such obligations shall be extended to the next day which is not a Saturday, Sunday or Oklahoma state or federal holiday.

11. Brokers. City represents and warrants to Developer that in connection with the transaction contemplated hereby no third party broker or finder has been engaged or consulted by City or is entitled to compensation or commission in connection herewith. City hereby agrees to defend, indemnify and hold harmless Developer from and against any and all claims of any brokers, finders or any like third party claiming any right to commission or compensation by or through acts of City in connection herewith. Developer represents and warrants to City that in connection with the transaction contemplated hereby no third party broker or finder has been engaged or consulted by Developer or is entitled to compensation or commission in connection herewith. Developer hereby agrees to defend, indemnify and hold harmless City from and against any and all claims of brokers, finders or any like third party claiming any right to commission or compensation by or through acts of Developer in connection herewith. The indemnity obligations of City and Developer hereunder shall include all damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to matters being indemnified hereunder.

12. Governing Law. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the Parties in the courts of the State of Oklahoma, County of Garfield, or, if it has or can acquire jurisdiction, in the United States District Court for the Western District of Oklahoma, and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

13. Further Assurances. The Parties each agree to do, execute, acknowledge and deliver any and all other documents and instruments and to take all such further action before or after the Closing as shall be necessary or desirable to fully carry out this Escrow Agreement and to fully consummate and effect the transaction contemplated hereby.

14. Counterparts. This Escrow Agreement and any document or instrument executed pursuant hereto may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. Written Waiver Required. No covenant, term or condition of this Escrow Agreement shall be deemed to have been waived by either party, unless such waiver is in writing signed by the other party charged with such waiver.

16. Invalid Provisions. If any one or more of the provisions of this Escrow Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Escrow Agreement and all other applications of any such provision shall not be affected thereby.

17. Integration; Modification; Waiver. This Escrow Agreement constitutes the complete and final expression of the agreement of the parties relating to the Property, and supersedes all previous contracts, agreements, and understandings of the parties, either oral or written, relating to the Property. This Escrow Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Escrow Agreement) executed by the Party against whom enforcement of the modification or waiver is sought.

18. Headings; Construction. The headings used throughout this Escrow Agreement have been inserted for convenience of reference only and do not constitute matter to be construed in interpreting this Escrow Agreement. Words of any gender used in this Escrow Agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. The words "herein," "hereof," "hereunder" and other similar compounds of the word "here" when used in this Escrow Agreement shall refer to the entire Escrow Agreement and not to any particular provision or section. If the last day of any time period stated herein shall fall on a Saturday, Sunday or legal holiday, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday.

IN WITNESS WHEREOF, the Parties and the Escrow Agent have executed this Escrow Agreement on the date first written above.

[SIGNATURES APPEAR ON NEXT PAGE]

CITY OF ENID

Name: William E. Shewey
Title: Mayor

(SEAL)

ATTEST:

Name: Linda Parks
Title: City Clerk

Attach:

- Exhibit A: Legal Description of Hotel Property
- Exhibit B: Option Deed
- Exhibit C: Parking Facility Management Agreement
- Exhibit D: Room Guarantee Agreement
- Exhibit E: Cross-Access Easement Agreement
- Exhibit F: Parking Easement
- Exhibit G: Post-Closing Agreement
- Exhibit H: Memorandum of Hotel Ground Lease

[SIGNATURES CONTINUE ON NEXT PAGE]

ENID HOTEL 1, LLC,
a Kansas limited liability company

By: LodgeWell Development, LLC,
a Kansas limited liability company
Its: Member

By: LodgeWell, LLC, a Kansas limited liability company

Print Name: _____
Title: Managing Member

DRAFT

[SIGNATURES APPEAR ON NEXT PAGE]

**GUARANTEE ABSTRACT COMPANY
HUMPHREY ABSTRACT COMPANY**

By: _____
Print Name: _____
Title: _____

DRAFT

INDEMNITY AGREEMENT

This Indemnity Agreement (the "Agreement") is made on this 1st day of April, 2014 (the "Effective Date"), by and between the City of Enid, Oklahoma, an Oklahoma Municipal Corporation (the "City") and Enid Hotel 1, LLC, a Kansas Limited Liability Company (the "Developer"). (City and Developer are each a "Party" and are together the "Parties.")

WITNESSETH:

For good and valuable consideration, the receipt and sufficiency is acknowledged, the undersigned agrees to indemnify and hold harmless Enid Hotel 1, LLC, and its successors and assigns, from any claim, action, liability, loss, damage or suit arising out of the demolition of the Cherokee Strip Conference Center.

1. Term. The Term of this Agreement shall commence on the Effective Date and shall continue through the 15th day of May, 2014.
2. Notice and Defense of Claim. In the event of any asserted claim, the City shall provide the Developer timely written notice of the same, and thereafter, the City shall, at its own expense, defend, protect and save harmless the Developer against any loss or liability thereunder.
3. Failure to Indemnify. In the further event that the City shall fail to so defend and/or indemnify and save harmless, then in such instance, the Developer shall have full rights to defend, pay or settle said claim on its behalf and with full rights of recourse against the City for all fees, costs, expenses and payments made or agreed to be paid to discharge said claim. Additionally, should the Developer exercise its rights under this Paragraph, the City shall pay all reasonable attorney's fees necessary to enforce this Agreement.
4. Governing Law and Venue. This Easement is made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Easement may be brought against any of the Parties in the courts of the State of Oklahoma, County of Garfield, or, if it has or can acquire jurisdiction, in the United States District Court for the Western District of Oklahoma, and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.
5. Integration, Modification and Waiver. This Easement constitutes the complete and final expression of the agreement of the Parties relating to the granting of the easements set forth herein and supersedes all previous contracts, agreements and understandings of the parties, either oral or written, relating to such easement. This Easement cannot be modified, or any of the terms hereof waived, except by an instrument in writing (referring specifically to this Easement) executed by the Party against whom enforcement of the modification or waiver is sought.

6. Notices. All notices required or permitted to be given hereunder shall be given by certified mail, postage prepaid or by overnight mail by reputable delivery company to the Parties at the following addresses:

In the case of Enid Hotel: LodgeWell Development, LLC
c/o LodgeWell, LLC
8500 College Blvd.
Overland Park, KS 66210
Attention: David C. Owen

With a copy to: Hardwick Law Firm, LLC
1125 Grand Blvd., Ste. 1200
Kansas City, MO 64106
Attention: Allison L. Bergman, Esq.

In the case of the City to: City of Enid
P.O. Box 1768
Enid, OK 73702
Attention: City Attorney

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

7. Severability. If any one or more of the provisions of this Easement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, the invalidity shall not affect nor prejudice the validity and enforceability of all other provisions of this Easement and all other applications of any such provision shall not be affected thereby.
8. Third Party Beneficiaries. Nothing in this Easement, expressed or implied, is intended to confer upon any person other than the Parties hereto and their respective assigns, any rights or remedies under or by reason of this Easement, except as provided expressly herein.

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

(SEPARATE SIGNATURE PAGES FOLLOW)

Date Signed: _____

“City”
The City of Enid,
an Oklahoma Municipal Corporation

William E. Shewey, Mayor

(SEAL)

ATTEST:

Linda Parks, City Clerk

Approved as to Form and Legality:

Andrea L. Chism, City Attorney

DRAFT

ACKNOWLEDGMENT

State of Oklahoma)
) ss.
County of Garfield)

BE IT REMEMBERED, that on this _____ day of _____, 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared William E. Shewey, Mayor for the City of Enid, Oklahoma, to me known to me to be the same person who executed, as such official, the within instrument on behalf of and with the authority of said City, and such person duly acknowledged the execution of the same to be the free act and deed of said City.

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

Notary Public

(SEAL)

My Commission Number: _____
My Commission Expires: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

Date Signed: _____

“Hotel”
ENID HOTEL 1, LLC,
a Kansas limited liability company

By: LodgeWell Development, LLC,
a Kansas limited liability company
Its: Member

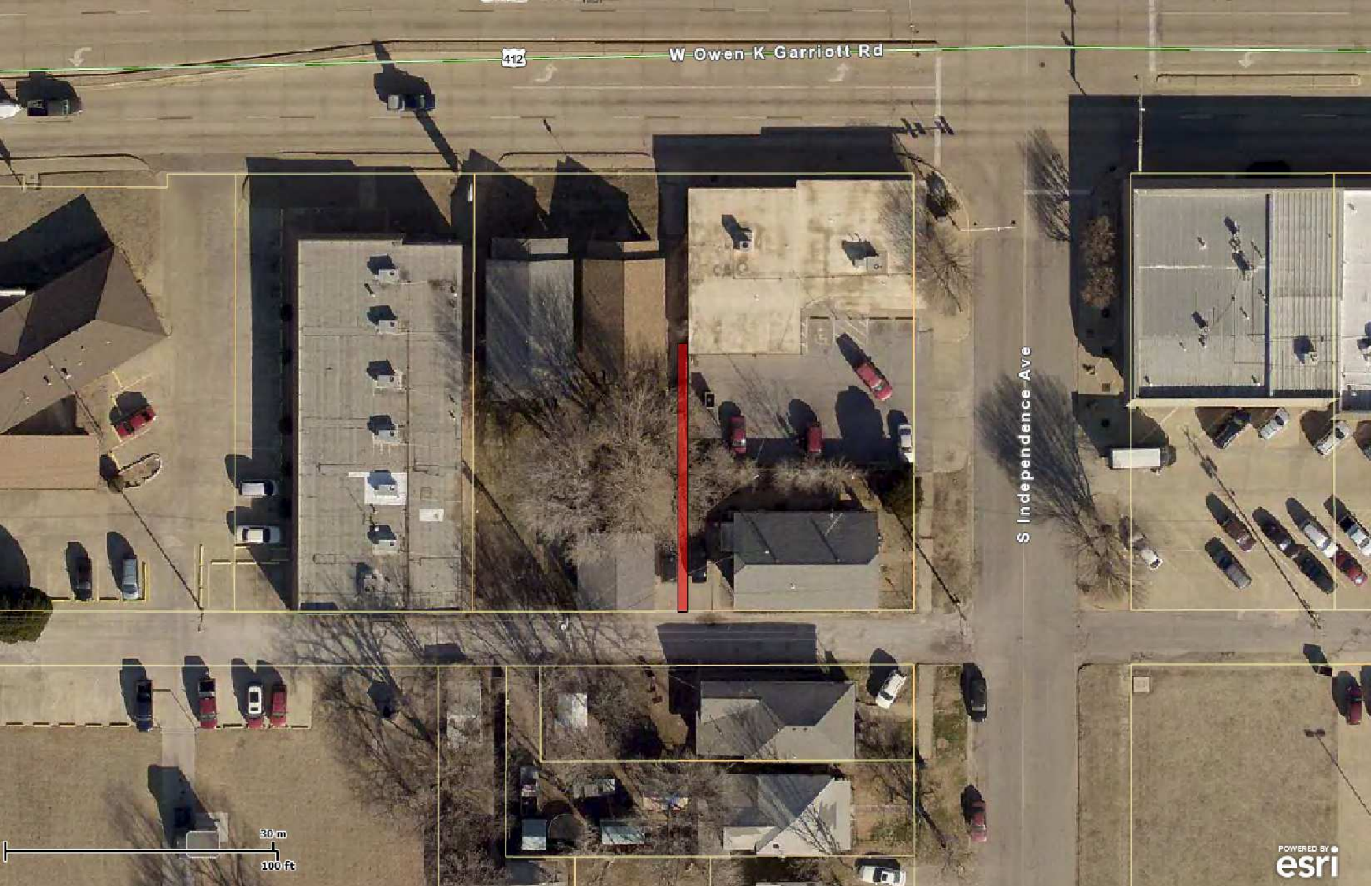
By: LodgeWell, LLC, a Kansas limited
liability company

Print Name: _____
Title: Managing Member

DRAFT

203 W Owen K Garriott

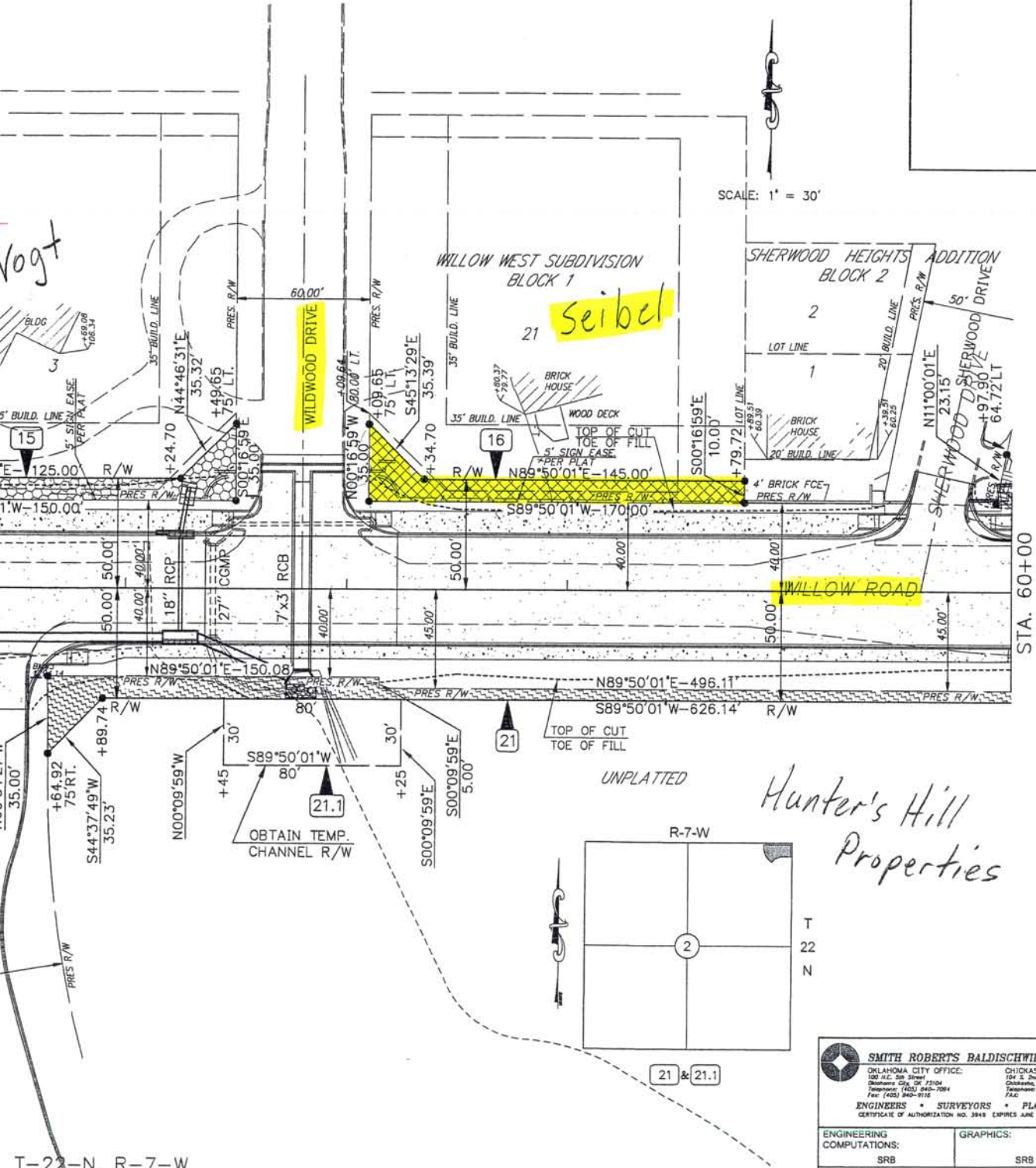
Enid Television Network Facility



5, T-23-N, R-7-W

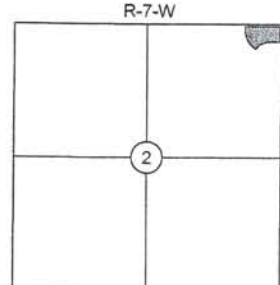
DATE REVISION NOTE

5-14-12
Revised the size of Parcel 18 to
remove conflict with concrete wall.
6-28-12
Blanked Parcel 17



21 Seibel

Hunter's Hill Properties



SMITH ROBERTS BALDISCHWILER, LLC

OKLAHOMA CITY OFFICE: 100 N.E. 28th Street, Oklahoma City, OK 73104, Telephone: (405) 842-7094, Fax: (405) 842-8115

CHICKASHA OFFICE: 104 E. 2nd Street, Chickasha, OK 73014, Telephone: (405) 224-1444, Fax: (405) 224-1448

ENGINEERS • SURVEYORS • PLANNERS

CERTIFICATE OF AUTHORIZATION NO. 3948 EXPIRES JUNE 30, 2015

ENGINEERING COMPUTATIONS: SRB	GRAPHICS: SRB
PRINTED DATE:	
J/P: 23087(05)	COUNTY: GARFIELD
PROJECT: STP-124B(080)UR RW	SHEET: 7

T-22-N, R-7-W

**ACKNOWLEDGMENT OF JUDGMENT AND
AGREEMENT FOR PAYMENT OF JUDGMENT**

WHEREAS, judgment was entered in the Workers' Compensation Court of the State of Oklahoma, in favor of JASON T. MITCHELL in the amount of Thirty Two Thousand Three Hundred Dollars (\$32,300.00); and,

WHEREAS, the above described judgment requires payment in full of the amount specified, with interest accruing at the applicable Oklahoma statutory judgment rate on the unpaid balance; and,

WHEREAS, the Mayor and Board of Commissioners determined it to be in the best interest of The City of Enid to pay this judgment by levy for ad valorem tax according to the provisions of Title 62 §§ 365.1 – 365.5 of Oklahoma Statutes of 2001, as amended, and Title 2, Chapter 3, Section 2-3-2D of the Enid Municipal Code of 2003, as amended; and,

WHEREAS, the Mayor and Board of Commissioners of The City of Enid, Oklahoma, desire to place this judgment on the county judgment rolls; and,

WHEREAS, The Enid Municipal Authority (EMA), a Public Trust, is willing to purchase and accept assignment of the judgment, and it understands that payment of the judgment will be made from the EMA, through the collection of ad valorem taxes.

NOW THEREFORE, in consideration of the mutual covenants of the parties, the Mayor and Board of Commissioners of the City of Enid and the Enid Municipal Authority, hereby covenant and agree:

1. That by virtue of assignment by JASON T. MITCHELL of his judgment to the EMA, it is entitled to payment of the judgment in the sum of Thirty Two Thousand Three Hundred Dollars (\$32,300.00), with interest accruing at the applicable Oklahoma statutory judgment rate on the unpaid balance.

2. That the EMA accepts assignment of this judgment and payment according to tax levy as cited herein.
3. That the dates for payment of the judgment from tax levy proceeds by the Mayor and Board of Commissioners of the City of Enid, Oklahoma is as follows:
 - A. Payment on June 15, 2015, of one-third (1/3) of the principal amount together with statutory interest, if any, accrued to date;
 - B. Payment on June 15, 2016, of one-third (1/3) of the principal amount with statutory interest, if any, accrued since first payment;
 - C. Payment on June 15, 2017, of the balance of the principal and statutory interest due, if any.
4. That the parties understand that the amount of the interim annual payments may vary according to tax collections by Garfield County and allocation and receipt thereof by Enid and that payment shall be applied first to interest, then to principal.

DATED this 1st day of April, 2014.

THE ENID MUNICIPAL AUTHORITY

William E. Shewey, Chairman

(SEAL)

ATTEST:

Linda Parks, Secretary

THE CITY OF ENID, OKLAHOMA

William E. Shewey, Mayor

(SEAL)

ATTEST:

Linda Parks, City Clerk

APPROVED AS TO FORM AND LEGALITY

Andrea L. Chism, City Attorney

PURCHASE ORDER CLAIMS LIST

4/1/2014

FUND 10 DEPT 000 - N.A.

01-02082	AT&T MOBILITY	PO0120303	MONTHLY SERVICE 3/14	\$9,672.09
01-03315	RED ROCK DISTRIBUTING CO.	PO0120370	UNLEADED/ST	\$22,771.47
01-04331	CHRISTNER, ERIKA	PO0120311	REIMB/SPAY FEE	\$80.00
01-04385	HAMILTON, DIANA	PO0120307	REIMB/SPAY FEE	\$80.00
01-06041	FARMERS GRAIN COMPANY-POND CREEK	PO0120371	DIESEL/ST	\$16,853.94
01-06041	FARMERS GRAIN COMPANY-POND CREEK	PO0120371	DIESEL/LANDFILL	\$6,140.00
01-13089	MERRIFIELD OFFICE SUPPLY	PO0120338	COPY PAPER/ST	\$960.00
01-15125	OK GAS & ELECTRIC	PO0120213	MONTHLY SERVICE 3/14	\$660.59
01-15125	OK GAS & ELECTRIC	PO0120214	MONTHLY SERVICE 3/14	\$2,663.76
01-15125	OK GAS & ELECTRIC	PO0120299	MONTHLY SERVICE 3/14	\$41,048.13
01-15127	OK NATURAL GAS	PO0120300	MONTHLY SERVICE 3/14	\$3,210.33
01-19047	AT & T	PO0120302	MONTHLY SERVICE 3/14	\$8,151.44
01-53300	ANIMAL CARE OF ENID, INC.	PO0120396	REIMB/SPAY/NEUTER	\$130.00
01-55120	QUILL CORPORATION, INC.	PO0120173	SURGE PROTECTORS/ST	\$92.29
01-80343	FENTRESS OIL COMPANY, INC.	PO0120369	OIL/ST	\$1,955.63
N.A. TOTAL				\$114,469.67

FUND 10 DEPT 100 - ADM. SERVICES

01-01102	ATHEY LUMBER CO., INC.	PO0120323	M-1414A LUMBER/DRYWALL/CASING	\$760.40
01-01783	JP MORGAN CHASE	PO0120352	CHASE PAYMENT	\$1,463.87
01-02790	GLOBAL SPECTRUM	PO0120342	EVENT TICKETS (12)	\$276.00
01-02790	GLOBAL SPECTRUM	PO0120387	EVENT TICKETS (125)	\$6,165.00
01-03107	CHEM-CAN SERVICES, INC.	PO0120267	PORTABLE TOILET RENTAL 3/14	\$102.00
01-03664	NORTHWEST OKLAHOMA OSTEOPATHIC FOU	PO0120153	SPONSORSHIP/ENID COMM CLINIC	\$2,700.00
01-04116	DOWNTOWN THREADS	PO0120268	LOGO SHIRTS (6)	\$185.98
01-04292	THE PIN CENTER	PO0120221	LAPEL PINS (300)	\$485.50
01-07085	GREATER ENID CHAMBER OF COMMERCE	PO0120320	SPONSORSHIP/ENLISTED APPREC.	\$100.00
01-08060	HENSON CONSTRUCTION CO., INC.	PO0120212	SIGN RELOCATION	\$7,716.15
01-09006	INDUSTRIAL MATERIAL CORP.	PO0120322	M-1414A DOORS/FRAMES/HINGES	\$796.00
01-16145	PETTY CASH	PO0120278	REIMB/MILEAGE/J RILEY	\$110.17
01-16145	PETTY CASH	PO0120324	REIMB/CONTRACT LABOR	\$90.00
01-16145	PETTY CASH	PO0120327	REIMB/MEAL/E BENSON	\$89.62
01-49880	DELL MARKETING, LP	PO0119319	LAPTOP	\$1,771.67
ADM. SERVICES TOTAL				\$22,812.36

FUND 10 DEPT 110 - HUMAN RESOURCES

01-01338	J & P SUPPLY, INC.	PO0120148	PLASTIC UTENSILS	\$24.47
01-01338	J & P SUPPLY, INC.	PO0120408	SUGAR/CREAMER	\$85.55
01-01783	JP MORGAN CHASE	PO0120352	CHASE PAYMENT	\$155.29
01-02364	NORTHWEST OK FIRE & SEC.	PO0120402	ANNUAL INSPECTION	\$237.00
01-03053	NORTHWEST SHREDDERS, LLC	PO0120403	SECURITY CONSOLE 3/14	\$20.00
01-04129	OK DEPT. OF CORRECTIONS	PO0120401	INMATE COSTS/VAN USE/ADMIN FEE	\$590.95
01-05017	ENID TYPEWRITER CO., INC.	PO0120404	COPIER USAGE 3/14	\$18.40
01-16004	PDQ PRINTING	PO0120393	BUSINESS CARDS	\$45.00
01-16145	PETTY CASH	PO0120278	REIMB/MILEAGE/S KEY	\$113.90
01-16145	PETTY CASH	PO0120327	REIMB/RETIREMENT CARD	\$15.62
01-18022	RUSCO PLASTICS	PO0120405	ENGRAVING PLATE	\$5.00
01-51430	ENID P T PROFESSIONALS	PO0120399	PHYSICALS (5)	\$750.00
01-74350	NORCE	PO0120376	JANITORIAL SERVICE 2/14	\$1,316.72
HUMAN RESOURCES TOTAL				\$3,377.90

FUND 10 DEPT 120 - LEGAL SVCS.

01-00611	IMLA INTERNATIONAL MUNICIPAL LAWYERS	PO0120233	FELLOWS APPLICATION/A CHISM	\$350.00
01-01783	JP MORGAN CHASE	PO0120352	CHASE PAYMENT	\$603.10
01-02131	LEXISNEXIS	PO0120176	ONLINE SERVICE 2/14	\$993.00
01-02154	OAKTREE MEDICAL CENTER, PC	PO0120285	WC/MEDICAL	\$146.48
01-03022	CULLIGAN WATER CONDITION, INC.	PO0120225	BOTTLED WATER	\$9.00
01-03053	NORTHWEST SHREDDERS, LLC	PO0120403	SECURITY CONSOLE 3/14	\$20.00
01-03701	TYLER TECHNOLOGIES, INC.	PO0120389	SUBSCRIPTION FEES 2/14	\$2,628.99

01-03701	TYLER TECHNOLOGIES, INC.	PO0120389	SUBSCRIPTION FEES 1/14	\$2,600.91
01-03902	MCGIVERN & GILLIARD A PROFESSIONAL	PO0120196	WC/ATTORNEY FEES	\$945.50
01-03921	EXPRESS SCRIPTS, INC.	PO0120192	WC/MEDICAL	\$105.79
01-03947	ADVANCED PAIN MGMT OF OKLA	PO0120284	WC/MEDICAL	\$425.05
01-04255	CV CASE MANAGEMENT SERVICES, LLC.	PO0120197	WC/MEDICAL	\$344.68
01-15001	OK ASSOC. OF MUNICIPAL ATTORNEYS	PO0120174	MEMBERSHIP DUES (2)	\$480.00
01-16145	PETTY CASH	PO0120327	REIMB/MEAL/P GRASSINO	\$36.44
01-33380	DAVID OPFER	PO0120146	WC/MEDICAL	\$317.36
01-33380	DAVID OPFER	PO0120235	WC/MEDICAL	\$317.36
01-75940	OK STATE UNIVERSITY	PO0120175	OMCCA CONF/J CHODRICK	\$195.00
01-75940	OK STATE UNIVERSITY	PO0120175	CERT REGIST/N CHODRICK	\$20.00
01-80239	BASS OCCUPTIONAL HEALTH SERVICE	PO0120287	WC/MEDICAL	\$161.19
LEGAL SVCS. TOTAL				\$10,699.85

FUND 10 DEPT 140 - SAFETY

01-01783	JP MORGAN CHASE	PO0120352	CHASE PAYMENT	\$737.81
SAFETY TOTAL				\$737.81

FUND 10 DEPT 200 - GENERAL GOVERNMENT

01-01783	JP MORGAN CHASE	PO0120352	CHASE PAYMENT	\$94.92
01-03132	CDSA	PO0120151	REIMBURSE FEE/PEGASYS	\$2,700.00
01-03132	CDSA	PO0120152	RENT (2 MO)	\$2,090.00
01-03218	MCMORROW-LOVE, MARGARET	PO0120178	PROFESSIONAL SERVICES	\$362.50
01-04386	CRITES, CYNCY	PO0120310	TORT CLAIM	\$251.38
01-05134	ENID NEWS & EAGLE	PO0120220	PUBLICATIONS	\$80.70
01-05145	ENID METRO AR HM SER COMM	PO0116687	PUBLIC SERVICE CONTRACT	\$7,000.00
01-10040	JUMBO FOODS, INC.	PO0120270	MEAL/COUNCIL MEETING	\$369.75
01-16145	PETTY CASH	PO0120298	REIMB/FILING FEES	\$31.00
01-16145	PETTY CASH	PO0120324	REIMB/TRAVEL/B SHEWEY	\$249.19
01-36830	MAIN STREET ENID, INC.	PO0114759	PROGRAM FUNDING 3/14	\$6,250.00
01-39700	GARFIELD CO. LEGAL NEWS	PO0120383	PUBLICATION	\$31.90
01-70950	COPIERS PLUS, INC.	PO0120150	COPIER SERVICE 3/14	\$9.80
GENERAL GOVERNMENT TOTAL				\$19,521.14

FUND 10 DEPT 210 - ACCOUNTING

01-00085	PITNEY BOWES	PO0120296	POSTAGE METER INK (2)	\$175.08
01-01783	JP MORGAN CHASE	PO0120352	CHASE PAYMENT	\$581.89
01-02403	ASSOCIATION OF PUBLIC TREASURERS	PO0120301	2013 MEMBERSHIP DUES	\$192.00
01-03053	NORTHWEST SHREDDERS, LLC	PO0120403	SECURITY CONSOLE 3/14	\$20.00
01-55120	QUILL CORPORATION, INC.	PO0120173	FILE POCKETS	\$11.96
ACCOUNTING TOTAL				\$980.93

FUND 10 DEPT 220 - RECORDS & RECEIPTS

01-03022	CULLIGAN WATER CONDITION, INC.	PO0120225	BOTTLED WATER	\$9.00
01-16145	PETTY CASH	PO0120298	REIM/DRAWER SHORTAGE	\$20.00
01-39700	GARFIELD CO. LEGAL NEWS	PO0120248	SUBSCRIPTION 2014	\$79.00
01-55120	QUILL CORPORATION, INC.	PO0120173	MANUSCRIPT COVERS	\$34.72
RECORDS & RECEIPTS TOTAL				\$142.72

FUND 10 DEPT 250 - INFORMATION TECHNOLOGY

01-01783	JP MORGAN CHASE	PO0120352	CHASE PAYMENT	\$587.00
01-03163	SUDDENLINK-COE	PO0114655	INTERNET SERVICE 4/14	\$2,925.00
01-16145	PETTY CASH	PO0120277	REIMB/MILEAGE/D WATKINS	\$90.04
01-55120	QUILL CORPORATION, INC.	PO0120173	TONER CARTRIDGE	\$151.19
01-58431	CDW GOVERNMENT, INC.	PO0119720	2014 ANTI VIRUS RENEWAL	\$3,646.80
INFORMATION TECHNOLOGY TOTAL				\$7,400.03

FUND 10 DEPT 350 - CODE ENFORCEMENT

01-01783	JP MORGAN CHASE	PO0120352	CHASE PAYMENT	\$166.00
01-04387	RICHARDS TREE CARE	PO0120372	TREE TRIMMING/1822 E LOCUST	\$50.00
01-13089	MERRIFIELD OFFICE SUPPLY	PO0120190	STAMP	\$15.50
01-16145	PETTY CASH	PO0120290	REIMB/FILING FEES	\$91.00
01-16145	PETTY CASH	PO0120298	REIMB/FILING FEES	\$39.00
01-16145	PETTY CASH	PO0120319	REIMB/MEALS/J GRAVES	\$43.02
01-16145	PETTY CASH	PO0120319	REIMB/MEALS/F HALEY	\$33.96
01-16145	PETTY CASH	PO0120319	REIMB/TRAVEL/A RASMUSON	\$6.00
01-16145	PETTY CASH	PO0120319	REIMB/TRAVEL/D DORRELL	\$6.00
01-16145	PETTY CASH	PO0120326	REIMB/FILING FEES	\$81.00
01-16145	PETTY CASH	PO0120326	REIMB/CELL PHONE COVER	\$37.88
01-16145	PETTY CASH	PO0120326	REIMB/MEALS/D COLQUITT	\$71.09
CODE ENFORCEMENT TOTAL				\$640.45

FUND 10 DEPT 400 - ENGINEERING

01-01783	JP MORGAN CHASE	PO0120352	CHASE PAYMENT	\$899.89
01-04116	DOWNTOWN THREADS	PO0120207	LOGO SHIRTS (2)	\$44.68
01-16145	PETTY CASH	PO0120280	REIMB/MILEAGE/J GATES	\$109.04
01-16145	PETTY CASH	PO0120280	REIMB/COPIES	\$3.00
01-55120	QUILL CORPORATION, INC.	PO0120173	PLOTTER PAPER	\$68.39
01-67730	OK FLOODPLAIN MANAGEMENT ASSOC.	PO0120343	2014 WORKSHOP/C GDANSKI	\$50.00
ENGINEERING TOTAL				\$1,175.00

FUND 10 DEPT 700 - PUBLIC WORKS MGMT

01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0120334	SHEET METAL/PIPE CAPS	\$52.37
01-01338	J & P SUPPLY, INC.	PO0120200	SOAP/TOWELS/CUPS	\$384.14
01-01458	INTERSTATE BATTERY SYSTEM OF SW OK	PO0120335	BATTERIES	\$402.60
01-01783	JP MORGAN CHASE	PO0120352	CHASE PAYMENT	\$5,478.63
01-16145	PETTY CASH	PO0120288	REIMB/MILEAGE/J NEAL	\$116.12
01-50210	LOWE'S HOME CENTERS, INC.	PO0120332	SAWS/DRILL	\$479.41
01-74350	NORCE	PO0120376	JANITORIAL SERVICE 2/14	\$574.56
PUBLIC WORKS MGMT TOTAL				\$7,487.83

FUND 10 DEPT 710 - FLEET MAINTENANCE

01-01783	JP MORGAN CHASE	PO0120352	CHASE PAYMENT	\$417.99
01-02243	BB MACHINE & SUPPLY, INC.	PO0120264	LINE UP TOOL	\$32.20
01-16145	PETTY CASH	PO0120316	REIMB/VEHICLE REG	\$177.00
FLEET MAINTENANCE TOTAL				\$627.19

FUND 10 DEPT 730 - PARKS & RECREATION

01-01338	J & P SUPPLY, INC.	PO0120200	FLOOR STRIPPER	\$26.84
01-01783	JP MORGAN CHASE	PO0120352	CHASE PAYMENT	\$4,161.52
01-01943	JOHNSTON SEED COMPANY, INC.	PO0120243	HERBICIDE	\$86.00
01-03107	CHEM-CAN SERVICES, INC.	PO0120249	PORTABLE TOILET RENTAL 3/14	\$418.00
01-04382	ELLIS CONSTRUCTION ACC. LTD., INC.	PO0120306	COLUMN FORM/NUTS/BOLTS	\$79.37
01-05005	ENID CONCRETE CO., INC.	PO0120250	SAND	\$107.25
01-05134	ENID NEWS & EAGLE	PO0120395	PUBLICATIONS	\$84.00
01-08022	HUGHES LUMBER CO., LLC	PO0120244	CEMENT MIX	\$15.00
01-30830	LOCKE SUPPLY, INC.	PO0120246	VALVES	\$42.91
01-50210	LOWE'S HOME CENTERS, INC.	PO0120309	LUMBER/PAINT/SHOVEL	\$1,355.56
01-58740	STUART C. IRBY	PO0120419	SILICONE/FITTINGS	\$64.79
01-80246	ATWOODS	PO0120218	JEANS/C BULLER	\$59.94
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0120226	NUTS/BOLTS/SCREWS	\$7.49
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0120247	NUTS/BOLTS/SCREWS	\$8.99
PARKS & RECREATION TOTAL				\$6,517.66

FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT.

01-00447	FRONTIER EQUIP. SALES, LLC	PO0120238	V119 MUD FLAPS	\$117.79
01-01102	ATHEY LUMBER CO., INC.	PO0120157	FLASHING/ANCHORS/GLUE	\$73.31
01-01102	ATHEY LUMBER CO., INC.	PO0120224	HANDLE/LOCK SYSTEM	\$22.37
01-01577	TAG AGENCY OF ENID	PO0120163	CDL LICENSE (2)	\$103.00
01-01783	JP MORGAN CHASE	PO0120352	CHASE PAYMENT	\$5,699.20
01-02021	B'S QUALITY DOOR, INC.	PO0120203	BAY DOOR/ROADWAY MAINT SHOP	\$2,050.00
01-02243	BB MACHINE & SUPPLY, INC.	PO0120222	HOSE ADAPTER	\$29.88
01-03089	CUMMINS CONSTRUCTION EQUIP. CO., I	PO0120123	COLD MIX ASPHALT	\$6,299.39
01-03107	CHEM-CAN SERVICES, INC.	PO0120161	PORTABLE TOILET RENTAL 3/14	\$132.60
01-03668	MATRIX RESEARCH LABORATORIES	PO0120245	SAND/SILT REMOVER	\$243.00
01-04033	DOLESE BROTHERS CO., INC.	PO0120155	CRUSHER RUN	\$186.56
01-04033	DOLESE BROTHERS CO., INC.	PO0120202	SAND	\$5,339.65
01-04033	DOLESE BROTHERS CO., INC.	PO0120261	CRUSHER RUN	\$484.82
01-19004	SHERWIN-WILLIAMS CO., INC.	PO0120158	PAINT/LINER/BRUSH	\$165.99
01-19004	SHERWIN-WILLIAMS CO., INC.	PO0120219	PAINT/BRUSHES/TRAY	\$311.76
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0120223	CHAINSAW REPAIR	\$58.40
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0120223	MOWER REPAIR	\$38.31
01-80224	T & M PRINTING, INC.	PO0120156	WORK ORDERS	\$43.75
01-80246	ATWOODS	PO0120159	VIDEO SPLITTER	\$42.72
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0120160	SAFETY HASP	\$5.99
STRMWTR & ROADWAY MAINT. TOTAL				\$21,448.49

FUND 10 DEPT 750 - TECHNICAL SERVICES

01-01783	JP MORGAN CHASE	PO0120352	CHASE PAYMENT	\$2,396.84
01-16008	PINKLEY SALES CO.	PO0120325	PROGRAM CARD	\$116.00
01-16145	PETTY CASH	PO0120316	REIMB/TRAININGJ HARTZELL	\$140.00
01-40180	WAY OUT WEST	PO0120385	JACKET/C MARTIN	\$85.00
01-59360	FASTENAL COMPANY	PO0120321	DRILL SET	\$131.02
01-74350	NORCE	PO0120376	JANITORIAL SERVICE 2/14	\$1,316.72
01-80246	ATWOODS	PO0120218	JEANS/C MARTIN	\$53.92
TECHNICAL SERVICES TOTAL				\$4,239.50

FUND 10 DEPT 900 - LIBRARY

01-01783	JP MORGAN CHASE	PO0120352	CHASE PAYMENT	\$4,999.80
01-02658	LIBRARICA LLC	PO0120241	SOFTWARE LICENSES	\$580.65
01-03018	CONRADY ELECTRIC	PO0120266	LIGHTING RELOCATION	\$1,649.85
01-03053	NORTHWEST SHREDDERS, LLC	PO0120403	SECURITY CONSOLE 3/14	\$40.00
01-03404	UNIVERSITY OF NORTH TEXAS LIBRARIE	PO0120242	REPLACEMENT BOOK	\$40.00
01-04082	THYSSENKRUPP ELEVATOR CORP.	PO0120240	MONTHLY SERVICE 3/14	\$100.00
01-04116	DOWNTOWN THREADS	PO0120265	LOGO JACKETS (13)/SWEATSHIRTS	\$1,092.71
01-04379	BAYSCAN TECHNOLOGIES	PO0120230	RECEIPT PAPER	\$76.50
01-04380	HANDING, LORI	PO0120231	REIMB/LOST BOOK	\$25.00
01-16145	PETTY CASH	PO0120283	REIMB/MILEAGE/J CHAMPION	\$140.77
01-16145	PETTY CASH	PO0120283	REIMB/MILEAGE/G CUMPSTON	\$127.90
01-70950	COPIERS PLUS, INC.	PO0120239	MONTHLY SERVICE 2/14	\$385.29
01-80335	MAGAZINE SUBSCRIPTION SERVICE	PO0119718	MAGAZINE SUBSCRIPTION 2014	\$4,599.27
LIBRARY TOTAL				\$13,857.74

FUND 10 DEPT 955 - CAPITAL ASSETS & PROJECTS

01-03899	CHILD'S PLAY, INC.	PO0117951	P-1401A PLAYGROUND EQUIPMENT	\$47,671.00
01-19165	STEVENS FORD, INC.	PO0117950	FORD EDGE	\$29,798.41
01-19165	STEVENS FORD, INC.	PO0117950	C-MAX HYBRID	\$24,710.94
CAPITAL ASSETS & PROJECTS TOTAL				\$102,180.35

FUND 14 DEPT 145 - HEALTH FUND

01-01506	IRON WORKS FITNESS & TANNING	PO0120406	WELLNESS DOLLARS (3)	\$270.00
01-01869	DEARBORN LIFE INSURANCE CO.	PO0120375	MONTHLY PREMIUM 2/14	\$2,503.57
01-04111	HOLMES MURPHY & ASSOCIATES, INC	PO0120377	PROFESSIONAL SERVICES	\$10,000.00

01-25008	YMCA	PO0120407	WELLNESS DOLLARS (3)	\$300.00
01-64810	WORKSITE BENEFIT PLANS, INC.	PO0120378	TPA FEES (4 MO)	\$1,450.60
			HEALTH FUND TOTAL	\$14,524.17

FUND 20 DEPT 205 - AIRPORT

01-01783	JP MORGAN CHASE	PO0120352	CHASE PAYMENT	\$320.36
01-02402	TITAN FENCE CO.	PO0120313	GATE REPLACEMENT	\$6,000.00
01-03089	CUMMINS CONSTRUCTION EQUIP. CO., I	PO0118302	R-1316A ROAD RE-ALIGNMENT	\$144,155.07
01-03122	CROWN PRODUCTS, INC.	PO0120297	FUEL FILTERS	\$1,761.43
01-03662	MXP ENID, LLC	PO0120205	GASOLINE	\$1,316.62
01-03662	MXP ENID, LLC	PO0120205	DIESEL	\$1,349.06
01-23076	WING AERO PRODUCTS, INC.	PO0120149	SECTIONALS	\$13.77
01-80343	FENTRESS OIL COMPANY, INC.	PO0120271	OIL/ST	\$101.95
			AIRPORT TOTAL	\$155,018.26

FUND 22 DEPT 225 - GOLF

01-01783	JP MORGAN CHASE	PO0120352	CHASE PAYMENT	\$536.51
01-02446	JOHN DEERE FINANCIAL	PO0115184	GATOR LEASE 4/14	\$323.28
01-16145	PETTY CASH	PO0120276	REIMB/MILEAGE/C LACK	\$143.92
			GOLF TOTAL	\$1,003.71

FUND 30 DEPT 305 - STREET & ALLEY

01-02470	DERWIN'S CONSTRUCTION	PO0120420	CURB/SIDEWALK REPAIR	\$3,502.22
01-04033	DOLESE BROTHERS CO., INC.	PO0120155	CONCRETE	\$147.00
01-04033	DOLESE BROTHERS CO., INC.	PO0120202	R-1414A CRUSHER RUN	\$6,927.02
01-04033	DOLESE BROTHERS CO., INC.	PO0120390	R-1414A CRUSHER RUN	\$4,238.11
01-60230	RICK LORENZ CONSTRUCTION	PO0116767	R-1201A 2012 LOCAL ST PRGM	\$12,660.41
			STREET & ALLEY TOTAL	\$27,474.76

FUND 31 DEPT 230 - UTILITY BILLING

01-00630	DIAMOND SOFTWARE, INC.	PO0120380	SCRIPT REPAIR/NEPTUNE	\$1,593.76
01-00793	OKLAHOMA OFFICE SYSTEMS, INC.	PO0120273	PRINTER MAINT 2/14	\$267.82
01-01163	ADVANCED WATER SOLUTIONS	PO0120272	WATER COOLER RENTAL 2/14	\$28.25
01-01783	JP MORGAN CHASE	PO0120352	CHASE PAYMENT	\$398.21
			UTILITY BILLING TOTAL	\$2,288.04

FUND 31 DEPT 315 - EMA

01-01232	RUSSELL HERRING	PO0120147	WC/MEDICAL	\$289.00
01-01232	RUSSELL HERRING	PO0120236	WC/MEDICAL	\$289.00
01-03919	JASON MITCHELL	PO0120145	WC/MEDICAL	\$323.00
01-03919	JASON MITCHELL	PO0120234	WC/MEDICAL	\$323.00
			EMA TOTAL	\$1,224.00

FUND 31 DEPT 760 - SOLID WASTE SERVICES

01-00146	CINTAS CORPORATION LOC. 624	PO0120189	SHOP TOWEL SERVICE 3/14	\$66.57
01-00146	CINTAS CORPORATION LOC. 624	PO0120255	SHOP TOWEL SERVICE 3/14	\$66.57
01-00612	PHYSICIANS GROUP, LLC	PO0120286	WC/MEDICAL	\$269.10
01-01178	ACCURATE, INC.	PO0120201	SAMPLE ANALYSIS	\$104.00
01-01583	ORTHOPEDIC ASSOCIATES, INC.	PO0120394	WC/MEDICAL	\$2,382.76
01-01783	JP MORGAN CHASE	PO0120352	CHASE PAYMENT	\$829.92
01-01826	ORTHOPEDIC ASSOCIATES AMBULATORY S	PO0120293	WC/MEDICAL	\$905.15
01-01826	ORTHOPEDIC ASSOCIATES AMBULATORY S	PO0120392	WC/MEDICAL	\$4,238.82
01-01985	PERKINS, WILLIAM J MD, PC	PO0120294	WC/MEDICAL	\$788.98
01-02043	RUSH TRUCK CENTERS	PO0120237	V216 TURN SIGNAL	\$113.90
01-02043	RUSH TRUCK CENTERS	PO0120237	V239 BUSHINGS	\$261.78
01-02243	BB MACHINE & SUPPLY, INC.	PO0120184	HOSE STEMS	\$99.72

01-02243	BB MACHINE & SUPPLY, INC.	PO0120264	V265 HOSE	\$155.44
01-02259	ENID OVERHEAD DOOR	PO0120164	DOOR REPAIR/RECYCLE CTR	\$255.00
01-03107	CHEM-CAN SERVICES, INC.	PO0120249	PORTABLE TOILET RENTAL 3/14	\$164.00
01-03921	EXPRESS SCRIPTS, INC.	PO0120192	WC/MEDICAL	\$616.08
01-04131	UNITED RENTALS (NORTH AMERICA), IN	PO0120253	FORKLIFT RENTAL 3/14	\$126.07
01-15132	O'REILLY AUTO PARTS, INC.	PO0120258	WIPES	\$7.28
01-18057	ROSE STATE COLLEGE	PO0120187	WATER/WASTEWATER CLASS (2)	\$40.00
01-31350	ADVANCED FIRE EQUIPMENT	PO0120188	FIRE EXTINGUISHER	\$25.50
01-50210	LOWE'S HOME CENTERS, INC.	PO0120332	HEATERS	\$663.10
01-61010	B-K PROPANE, INC.	PO0120185	PROPANE	\$895.70
01-74350	NORCE	PO0120376	JANITORIAL SERVICE 2/14	\$598.50
SOLID WASTE SERVICES TOTAL				\$13,673.94

FUND 31 DEPT 790 - WATER PRODUCTION

01-01178	ACCURATE, INC.	PO0120181	SAMPLE ANALYSIS	\$572.50
01-01178	ACCURATE, INC.	PO0120314	SAMPLE ANALYSIS	\$1,009.00
01-01178	ACCURATE, INC.	PO0120388	SAMPLE ANALYSIS	\$572.50
01-01453	WESTERN HYDRO CORP.	PO0120252	SUBMERSIBLE PUMP	\$525.55
01-01783	JP MORGAN CHASE	PO0120352	CHASE PAYMENT	\$792.58
01-02082	AT&T MOBILITY	PO0120182	MONTHLY SERVICE 2/14	\$82.49
01-06001	FARMERS ELEVATOR CO.	PO0120180	PROPANE	\$1,760.00
01-08022	HUGHES LUMBER CO., LLC	PO0120251	LUMBER/JOIST HANGERS	\$185.01
01-13017	MUNN SUPPLY, INC.	PO0120347	OXYGEN CYLINDER	\$7.00
01-16010	PIONEER TELEPHONE CO., INC.	PO0120216	MONTHLY SERVICE 3/14	\$228.82
01-19047	AT & T	PO0120183	MONTHLY SERVICE 2/14	\$212.60
01-38030	DAL SECURITY, INC.	PO0120346	MONTHLY MONITORING 4/14	\$50.00
01-49880	DELL MARKETING, LP	PO0120317	COMPUTER	\$2,492.70
01-50210	LOWE'S HOME CENTERS, INC.	PO0120332	SCAFFOLDING	\$361.93
01-80258	BRENNTAG SOUTHWEST, INC.	PO0114585	CHLORINE	\$3,082.40
WATER PRODUCTION TOTAL				\$11,935.08

FUND 31 DEPT 795 - WATER RECLAMATION SERVICES

01-00146	CINTAS CORPORATION LOC. 624	PO0120189	SHOP TOWEL SERVICE 3/14	\$85.65
01-00146	CINTAS CORPORATION LOC. 624	PO0120328	SHOP TOWEL SERVICE 3/14	\$219.62
01-00540	SIMONS PETROLEUM, LLC	PO0120330	GREASE	\$413.94
01-00930	HUMPHRIES, MICHAEL	PO0120193	WC/TRAVEL REIMB	\$145.59
01-00962	SEW EURODRIVE, INC.	PO0119356	GEAR BOX	\$2,523.62
01-00962	SEW EURODRIVE, INC.	PO0120333	SHIPPING FEE	\$83.00
01-01178	ACCURATE, INC.	PO0120186	SAMPLE ANALYSIS	\$808.81
01-01178	ACCURATE, INC.	PO0120257	SAMPLE ANALYSIS	\$280.00
01-01178	ACCURATE, INC.	PO0120337	SAMPLE ANALYSIS	\$25.00
01-01178	ACCURATE, INC.	PO0120355	SAMPLE ANALYSIS	\$25.00
01-01398	HIGH-TECH TRONICS, INC.	PO0120386	FIELD POWER SUPPLY/SERVICE CALL	\$1,427.50
01-01568	OAKWOOD POOL & SPAS, INC.	PO0120211	LEAF NETS/POLES	\$207.63
01-01568	OAKWOOD POOL & SPAS, INC.	PO0120254	BRUSH	\$31.46
01-01783	JP MORGAN CHASE	PO0120352	CHASE PAYMENT	\$1,944.74
01-03921	EXPRESS SCRIPTS, INC.	PO0120192	WC/MEDICAL	\$118.76
01-04033	DOLESE BROTHERS CO., INC.	PO0120155	CRUSHER RUN	\$180.46
01-04033	DOLESE BROTHERS CO., INC.	PO0120259	CRUSHER RUN	\$186.58
01-04033	DOLESE BROTHERS CO., INC.	PO0120329	CRUSHER RUN	\$195.95
01-04360	DT CUSTOM REMODEL	PO0119745	G-1403A TORT CLAIM/VAFB	\$7,000.00
01-08031	HACH COMPANY, INC.	PO0120198	LAB CHEMICALS	\$293.70
01-08031	HACH COMPANY, INC.	PO0120315	PROBE/CABLE/BEARING	\$1,253.25
01-13017	MUNN SUPPLY, INC.	PO0120256	ARGON CYLINDER	\$7.50
01-13089	MERRIFIELD OFFICE SUPPLY	PO0120260	OFFICE CHAIRS (12)	\$708.00
01-13223	M&M SUPPLY COMPANY	PO0120331	FITTINGS	\$47.68
01-32820	ALDINGER COMPANY	PO0120340	FIELD CALIBRATION	\$278.83
01-39640	RADIOLOGY ASSOC. OF ENID	PO0120291	WC/MEDICAL	\$138.92
01-58740	STUART C. IRBY	PO0120419	GLOVES	\$24.79
WATER RECLAM SERVICES TOTAL				\$18,655.98

FUND 31 DEPT 956 - CAPITAL EQUIP REPLACEMENT

01-05070	ENID MACK SALES, INC.	PO0114225	LOAD TRASH TRUCK	\$225,036.00
01-05070	ENID MACK SALES, INC.	PO0119157	AXLE TRACTOR	\$110,281.00
01-66270	SOUTHWEST TRAILER	PO0119152	DUMP TRAILER	\$33,500.00
CAPITAL EQUIP REPLACEMENT TOTAL				\$368,817.00

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

01-02687	RETAIL ATTRACTIONS, LLC	PO0114600	ECONOMIC DEVELOPMENT 3/14	\$6,000.00
01-041578	CONSOLIDATED ELECTRIC DIST	PO0120142	M-1407A WIRE	\$1,940.00
01-16087	PORTERFIELD SURVEYING	PO0120308	PROFESSIONAL SERVICES	\$4,111.73
E.E.D.A. TOTAL				\$12,051.73

FUND 33 DEPT 335 - V.D.A.

01-00223	COOPER, MICHAEL G.	PO0091831	CONSULTING SERVICES	\$10,000.00
01-43101	NORTHWESTERN OK ST UNIVERSITY	PO0120411	TUITION ASSISTANCE	\$300.00
V.D.A. TOTAL				\$10,300.00

FUND 40 DEPT 405 - CAPITAL IMPROVEMENT

01-03212	CONVERGENCE DESIGN, LLC	PO0117948	M-1109A EVENT CTR DESIGN COST	\$534.00
01-04378	SEIBEL, ALAN E & LEAH D	PO0120217	R-0303D ROA ACQUISITION	\$26,100.00
01-05134	ENID NEWS & EAGLE	PO0120227	M-1401A PUBLICATIONS	\$301.63
01-16145	PETTY CASH	PO0120274	R-0303D COPIES	\$2.00
01-39700	GARFIELD CO. LEGAL NEWS	PO0120305	M-1304A PUBLICATION	\$316.50
01-59840	TRAFFIC ENGINEERING CONSULTANTS,	PO0118176	R-1409A SIDEWALK IMPROV/OAKWOOD	\$6,225.00
01-60230	RICK LORENZ CONSTRUCTION	PO0117038	R-1403A LANE REALIGNMENT	\$22,621.55
01-60230	RICK LORENZ CONSTRUCTION	PO0114231	R-1309A ADA PEDESTRIAN IMPROV	\$128,012.12
CAPITAL IMPROVEMENT TOTAL				\$184,112.80

FUND 41 DEPT 415 - STREET IMPROVEMENT

01-39700	GARFIELD CO. LEGAL NEWS	PO0120305	W-1409A PUBLICATION	\$316.50
STREET IMPROVEMENT TOTAL				\$316.50

FUND 42 DEPT 425 - SANITARY SEWER FUND

01-02269	CEC CORPORATION	PO0118362	S-1401A PROFESSIONAL SVCS/10TH	\$6,000.00
01-03594	BUDGET PLUMBING & CONSTRUCTION, LL	PO0119060	S-0703T STORM DRAIN LINE	\$16,800.00
01-04199	UNITED ENERGY TECHNOLOGIES, INC.	PO0119159	S-0703K SAFETY POWER SWITCH	\$21,000.00
01-04038	ODEQ	PO0120232	S-1412A CONSTRUCTION PERMIT	\$182.25
01-05050	ENVIROTECH	PO0119599	S-1412A PROFESSIONAL SERVICES	\$13,900.00
01-05134	ENID NEWS & EAGLE	PO0120208	S-1402B BID NOTICE	\$299.04
01-05134	ENID NEWS & EAGLE	PO0120356	S-1402A BID NOTICE	\$301.17
01-12007	LUCKINBILL, INC.	PO0118300	S-0703P WRF SLUDGE BUILDING	\$90,180.00
01-12007	LUCKINBILL, INC.	PO0117109	S-0703P SLUDGE PIPING	\$9,900.00
SANITARY SEWER FUND TOTAL				\$158,562.46

FUND 43 DEPT 435 - STORMWATER FUND

01-04376	SUNOCO PIPELINE LP	PO0120199	F-0902A PIPELINE RELOCATION	\$94,003.45
STORMWATER FUND TOTAL				\$94,003.45

FUND 44 DEPT 445 - WATER CAP. IMPROVEMENT FUND

01-03707	DOERNER, SAUNDERS, DANIEL & ANDERS	PO0120179	W-1304A PROFESSIONAL SERVICES	\$600.00
01-03707	DOERNER, SAUNDERS, DANIEL & ANDERS	PO0120204	W-1304A PROFESSIONAL SERVICES	\$1,730.00
01-04232	GABLE GOTWALS	PO0120318	W-1304A PROFESSIONAL SERVICES	\$1,007.00
01-04232	GABLE GOTWALS	PO0120384	W-1304A PROFESSIONAL SERVICES	\$5,808.50
01-04250	MITCHELL & DeCLERCK, PLLC	PO0120154	W-1304A PROFESSIONAL SERVICES	\$5,960.00
01-12007	LUCKINBILL, INC.	PO0107602	W-1105A WATERLINE EXTENSION	\$112,926.36
01-12007	LUCKINBILL, INC.	PO0120263	W-1105A WATERLINE EXTENSION	\$13,893.05
WATER CAP. IMPROVE FUND TOTAL				\$141,924.91

FUND 50 DEPT 505 - 911

01-42400	AT & T	PO0120353	MONTHLY SERVICE 3/14	\$1,334.84
911 TOTAL				\$1,334.84

FUND 51 DEPT 515 - POLICE

01-01338	J & P SUPPLY, INC.	PO0120345	LATEX GLOVES	\$63.80
01-01472	STAPLES ADVANTAGE	PO0120172	CAMERA/TONER/PAPER	\$262.45
01-01780	B & B LAWN CARE	PO0120341	MOWING	\$240.00
01-01783	JP MORGAN CHASE	PO0120352	CHASE PAYMENT	\$2,289.83
01-02123	BRADFORD INDUSTRIAL SUPPLY CORP.	PO0120344	IGNITOR	\$61.94
01-03053	NORTHWEST SHREDDERS, LLC	PO0120403	SECURITY CONSOLE 3/14	\$160.00
01-03772	BACK ROADS	PO0120351	V2021 LIGHT INSTALL	\$205.00
01-04013	STILLWATER MEDICAL CENTER AUTHORIT	PO0120289	WC/MEDICAL	\$88.74
01-04102	SCHEFFE PRESCRIPTION SHOP	PO0120177	INMATE MEDS	\$110.42
01-04384	STILLWATER RADIOLOGY, LLC.	PO0120295	WC/MEDICAL	\$31.54
01-13089	MERRIFIELD OFFICE SUPPLY	PO0120338	COPY PAPER	\$320.00
01-15132	O'REILLY AUTO PARTS, INC.	PO0120336	HOSE CLAMP	\$9.08
01-16004	PDQ PRINTING	PO0120354	ID CARDS	\$25.00
01-16145	PETTY CASH	PO0120282	REIMB/TAGS(4)	\$150.00
01-19087	SIRCHIE FINGER PRINT LAB	PO0120350	FINGERPRINT KITS	\$175.22
01-30420	OLSON ANIMAL HOSPITAL, INC.	PO0120398	RABIES EXAM	\$25.00
01-46560	GROOM CLOSET	PO0120349	K9 DOG FOOD	\$35.52
01-50210	LOWE'S HOME CENTERS, INC.	PO0120339	PAINT/ELECTRICAL	\$67.19
01-53300	ANIMAL CARE OF ENID, INC.	PO0120396	REIMB/VACCINES/EXAMS	\$270.00
01-60230	RICK LORENZ CONSTRUCTION	PO0116221	R-1201A 2012 STREET PROG	\$1,596.35
01-75730	ELAM, JOE PHD	PO0120348	EMPLOYMENT EVALUATION	\$160.00
POLICE TOTAL				\$6,347.08

FUND 60 DEPT 605 - CONFERENCE CENTER

01-80045	CHISHOLM TRAIL EXPO CENTER	PO0120382	HOTEL TAX 2/14	\$48,395.24
CONFERENCE CENTER TOTAL				\$48,395.24

FUND 65 DEPT 655 - FIRE

01-01165	CALIFORNIA CONTRACTORS SUPPLIES, I	PO0120359	SAW BLADES	\$224.75
01-01338	J & P SUPPLY, INC.	PO0120391	TOWELS/CLEANER/TISSUE	\$259.58
01-01783	JP MORGAN CHASE	PO0120352	CHASE PAYMENT	\$1,809.75
01-02017	A. W. BRUEGGEMANN CO., INC.	PO0120364	V1039 THREADLOCKER/WRENCH	\$20.53
01-02021	B'S QUALITY DOOR, INC.	PO0120357	GARAGE DOOR REPAIR	\$191.60
01-02182	BARVE, ARCHANA MD.	PO0120279	WC/MEDICAL	\$88.74
01-02295	MURDOCK, INC.	PO0120363	BEARINGS	\$3.24
01-02363	CONRAD FIRE EQUIP., INC.	PO0120169	V1040 SWITCHES	\$63.67
01-02363	CONRAD FIRE EQUIP., INC.	PO0120368	V1040 SWITCHES	\$63.67
01-02601	STEAMATIC OF ENID, INC	PO0120381	WATER DAMAGE REMEDIATION	\$1,710.00
01-02752	HYDRO FLOW PRODUCTS, INC.	PO0120361	PITOT REBUILD	\$444.01
01-03897	MORGAN, NANCY	PO0120215	WC/TRAVEL REIMB	\$96.68
01-03921	EXPRESS SCRIPTS, INC.	PO0120192	WC/MEDICAL	\$16.99
01-04312	LION TOTAL CARE	PO0120206	BUNKER GEAR REPAIR	\$3,153.51

01-04337	BOCKUS PAYNE ACCOCIATES	PO0119312	M-1408A PROFESSIONAL SERVICES	\$5,215.60
01-04360	DT CUSTOM REMODEL	PO0120415	SHEETROCK REPAIR	\$2,150.00
01-04375	REINART, MORGAN	PO0120194	WC/TRAVEL REIMB	\$83.10
01-13017	MUNN SUPPLY, INC.	PO0120165	CONE	\$7.56
01-13017	MUNN SUPPLY, INC.	PO0120360	ELECTRODES	\$27.71
01-19004	SHERWIN-WILLIAMS CO., INC.	PO0120362	HYDRANT PAINT	\$623.59
01-19235	SOUTHWEST TRUCK PARTS, INC.	PO0120167	V1031 HOSE/DRAIN	\$56.00
01-30830	LOCKE SUPPLY, INC.	PO0120171	LIGHT FIXTURES/BULBS/SEAL	\$306.31
01-30830	LOCKE SUPPLY, INC.	PO0120367	LIGHT FIXTURE	\$48.19
01-37890	OK STATE UNIVERSITY	PO0120416	ARSON DETECTION CLASS	\$1,399.00
01-44110	WADE'S WORLD OF PLASTICS, INC.	PO0120365	ACRYLIC COVERS	\$66.00
01-47190	TOMAR ELECTRONICS INC	PO0120168	EMITTERS	\$425.92
01-58740	STUART C. IRBY	PO0120170	LIGHT BULBS	\$53.43
01-70870	FOCUS INSTITUTE, INC.	PO0120166	EVALUATION	\$75.00
01-70950	COPIERS PLUS, INC.	PO0120358	COPIER MAINT 3/14	\$129.20
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0120366	TAPE/TERMINAL/CLEANER	\$159.04
			FIRE TOTAL	\$18,972.37

FUND 82 DEPT 825 - CLEET

01-03274	CLEET	PO0120143	MONTHLY REIMB 2/14	\$6,592.83
01-55470	OSBI	PO0120144	MONTHLY REIMB/AFIS 2/14	\$3,620.72
01-55470	OSBI	PO0120144	MONTHLY REIMB/FORENSIC 2/14	\$3,509.30
			CLEET TOTAL	\$13,722.85

FUND 99 DEPT 995 - EPTA

01-00793	OKLAHOMA OFFICE SYSTEMS, INC.	PO0120412	PRINTER SERVICE	\$55.00
01-01163	ADVANCED WATER SOLUTIONS	PO0120413	WATER COOLER SERVICE	\$6.00
01-01783	JP MORGAN CHASE	PO0120352	CHASE PAYMENT	\$62.13
01-02594	PIONEER TELEPHONE-MAINE	PO0120417	MONTHLY SERVICE 3/14	\$20.29
01-16145	PETTY CASH	PO0120292	REIMB/VEHICLE TITLE	\$21.00
01-19047	AT & T	PO0120418	MONTHLY SERVICE 3/14	\$182.18
01-50710	OK MUNICIPAL ASSURANCE GROUP	PO0120400	4TH QTR VEHICLE INS 4/14	\$3,449.40
01-80239	BASS OCCUPTIONAL HEALTH SERVICE	PO0120287	WC/MEDICAL	\$398.17
			EPTA TOTAL	\$4,194.17

FUND 70 DEPT 705 - CDBG

70-01397	EPTA	PO0120374	B-12(374) BUS PASSES	\$250.00
70-01397	EPTA	PO0120374	B-13(387) BUS PASSES	\$2,225.00
70-03132	CDSA	PO0120373	B-13(388) CDSA HOUSING	\$24,619.83
70-05134	ENID NEWS & EAGLE	PO0120397	PUBLICATIONS	\$210.00
70-37690	LEONARDO'S DISCOVERY WAREHOUSE	PO0120379	B-13(385) RESTROOM REHAB	\$10,382.00
			CDBG TOTAL	\$37,686.83

COMBINED BREAKDOWN OF TOTALS

EMA	\$416,594.04
EEDA	\$12,051.73
REMAINING FUNDS	\$1,256,211.02
TOTAL CLAIMS	\$1,684,856.79

PURCHASING CARD CLAIMS LIST

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FUND 10 DEPT 100 - ADMINISTRATIVE SERVICES

AT&T DATA	PO0120352	IPAD DATA PLAN 4/14	30.00
AT&T DATA	PO0120352	IPAD DATA PLAN 4/14	25.00
ATHEY LUMBER COMPANY	PO0120352	M-1414A DRIVE PINS	11.98
ATHEY LUMBER COMPANY	PO0120352	M-1414A STUDS/DRYWALL	873.93
CHILI'S ENID	PO0120352	MEAL (3)/COMM PRESENTATION	28.55
GODADDY.COM	PO0120352	WEBSITE DOMAIN	57.05
INDUSTRIAL MATERIALS	PO0120352	M-1414A LOCK/DEAD BOLT SET	184.00
JUMBO FOODS	PO0120352	DRINKS/UNION MTG	3.99
OAKMART	PO0120352	V635 FUEL/OML CONFERENCE	31.54
SCHIEBERS DONUTS & DEL	PO0120352	MEAL (11)/UNION LUNCH MTG	86.25
UNITED RENTALS #018798	PO0120352	M-1414A JACK HAMMER RENTAL	45.00
WAL-MART #0499	PO0120352	DRINKS/CM KITCHEN	86.58
ADMINISTRATIVE SERVICES TOTAL			1,463.87

FUND 10 DEPT 110 - HUMAN RESOURCES

ACE HARDWARE	PO0120352	POTTING SOIL/POTS/CARPET CLEANER	27.75
STAPLES DIRECT	PO0120352	FANS/CORD DETANGLER	127.54
HUMAN RESOURCES TOTAL			155.29

FUND 10 DEPT 120 - LEGAL SERVICES

SKILLPATH SEMINARS MAI	PO0120352	LEADERSHIP CONF/N CHODRICK	199.00
VAN EDUCATION CENTER	PO0120352	LEGAL COURSE/A CHISM	404.10
LEGAL SERVICES TOTAL			603.10

FUND 10 DEPT 140 - SAFETY

JAMIE'S BARNSTORMERS	PO0120352	MEAL (6)/SAFETY REP ORIENTATION TRAINING	50.78
KFC - ENID	PO0120352	EMPLOYEE ERROR/REIMBURSED	21.66
PARADISE DONUTS	PO0120352	SAFETY REP MEETING 3/14	20.14
STAPLES 00106633	PO0120352	BINDERS/DOCUMENT PROTECTORS/LABELS	50.23
UTA DIV OF ENTERPRISE	PO0120352	OSHA/INDUSTRIAL HYGIENE TRAINING/L ANGUIANO	595.00
SAFETY TOTAL			737.81

FUND 10 DEPT 200 - GENERAL GOVERNMENT

WAL-MART #0499	PO0120352	VENDING MACHINE SNACKS	94.92
GENERAL GOVERNMENT TOTAL			94.92

FUND 10 DEPT 210 - ACCOUNTING

AT&T*PREMIER EBIL	PO0120352	IPAD	581.89
ACCOUNTING TOTAL			581.89

FUND 10 DEPT 220 - RECORDS & RECEIPTS

NAB CONVENTION REGN	PO0120352	NAB CONVENTION/D WATKINS	150.00
SOUTHWES 5262198369972	PO0120352	AIRFARE/NAB CONVENTION/D WATKINS	437.00
RECORDS & RECEIPTS TOTAL			587.00

FUND 10 DEPT 350 - CODE ENFORCEMENT

HOLIDAY INN EXPRESS	PO0120352	LODGING/CODE TRAINING/C CAPRA	166.00
CODE ENFORCEMENT TOTAL			166.00

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FUND 10 DEPT 400 - ENGINEERING

DISCOUNT ELECTRONICS M	PO0120352	COMPUTER MONITORS (2)	553.31
OSU-CENTER FOR LOCAL G	PO0120352	APWA CONF/R HITT	199.00
WWW.NEWEGG.COM	PO0120352	COMPUTER MONITOR	147.58
		ENGINEERING TOTAL	899.89

FUND 10 DEPT 700 - PUBLIC WORKS MGMT

AMAZON.COM	PO0120352	SAW STAND	213.98
AMPCO PARKING OKLAHOMA	PO0120352	PARKING/CON EXPO/J MCCLAIN	19.00
AQUAKNOX	PO0120352	MEAL (2)/CON EXPO	169.07
AT&T DATA	PO0120352	IPAD DATA PLAN 3/14	80.00
AT&T*PREMIER EBIL	PO0120352	IPAD DATA PLAN 4/14	120.00
ATHEY LUMBER COMPANY	PO0120352	LUMBER	248.50
GOLDEN CORRAL - #636	PO0120352	MEAL (2)/DEPT MEETING	20.26
GRAND LUX CAFE #5012	PO0120352	MEAL (2)/CON EXPO	38.59
HUGHES LUMBER COMPANY	PO0120352	SCREWS	11.97
JAMIE'S BARNSTORMERS	PO0120352	MEAL (2)/DEPT MEETING	21.32
LOWES #00205*	PO0120352	PRESSURE WASHER/EXTENSION POLE	820.07
MCKINLEY HARDWOODS	PO0120352	PLYWOOD	395.50
NATHAN S FAMOUS - 810	PO0120352	MEAL/CON EXPO/R CAMP	18.27
PANERA BREAD #2834	PO0120352	MEAL/CON EXPO/J MCCLAIN	9.61
PENNY POCKETS LTD.	PO0120352	JACKETS (5)	895.00
RIB CRIB 44	PO0120352	MEAL (5)/DEPT MEETING	78.69
SAMSCLUB #4731	PO0120352	UNIFORM SHIRTS (5)	84.90
STAPLES 00106633	PO0120352	INK CARTRIDGES	342.98
TAQUERIA CANONITA	PO0120352	MEAL (2)/CON EXPO	67.82
VENETIAN/PALAZZO FRT D	PO0120352	LODGING (2)/CON EXPO	1,785.28
WAL-MART #0499	PO0120352	DRINK MIX	22.92
WEEDSB, LLC. TAXI	PO0120352	TAXI/CON EXPO/R CAMP	14.90
		PUBLIC WORKS MGMT TOTAL	5,478.63

FUND 10 DEPT 710 - FLEET MGMT

AIRGAS CENTRAL	PO0120352	TRIGGER	10.10
ALBRIGHT STEEL & WIRE	PO0120352	ANGLE IRON	84.60
AT&T DATA	PO0120352	IPAD DATA PLAN 3/14	44.99
FASTENAL COMPANY01	PO0120352	NYLON ROD	(1.18)
LAMPTON WELDING SUPPLY	PO0120352	WELDING GUN	265.00
LOWES #00205*	PO0120352	LOCK SET	14.48
		FLEET MGMT TOTAL	417.99

FUND 10 DEPT 730 - PARKS & RECREATION

ACE HARDWARE	PO0120352	KEYS/FITTINGS	14.31
ALBRIGHT STEEL & WIRE	PO0120352	SQUARE TUBING	1,062.05
AMAZON MKTPLACE PMTS	PO0120352	CELL PHONE CASES (6)	110.70
AT&T DATA	PO0120352	IPAD DATA PLAN 3/14	30.00
ATHEY LUMBER COMPANY	PO0120352	CONCRETE MIX/LUMBER	105.78
BB MACHINE & SUPPLY IN	PO0120352	SUCTION HOSE/FITTINGS	128.44
BSN*SPORT SUPPLY GROUP	PO0120352	BASEBALL/SOFTBALL BASES	473.83
CENTRAL OKLAHOMA HOSE	PO0120352	TRAILER REEL	72.61
ELLIS MANUFACTURING CO	PO0120352	BRACES	324.24
EPIC SPORTS	PO0120352	BASEBALL DIGOUT TOOL	304.82

PURCHASING CARD CLAIMS LIST

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FASTENAL COMPANY01	PO0120352	EPOXY	(4.90)
JOHNSTON SEED COMPANY	PO0120352	FERTILIZER	108.00
LAMPTON WELDING SUPPLY	PO0120352	QUICK CONNECT/WELDING ROD	140.46
LOCKE SUPPLY - ENID	PO0120352	PVC FITTINGS	2.14
LOWES #00205*	PO0120352	LUMBER/GRINDER/TOP SOIL/ROLLER	939.08
MUNN SUPPLY	PO0120352	ARGON GAS	58.65
MUNN SUPPLY	PO0120352	WELDING ROD/ROD HOLDER/WELDING VEST	150.28
SQ *BYRINS LAWN CARE	PO0120352	POTHOLES (204)	950.00
STAPLES 00106633	PO0120352	WIRELESS MOUSE/CORR TAPE	29.27
WAL-MART #0499	PO0120352	DRINK MIX	26.86
WESTERN SIZZLIN	PO0120352	MEALS (5)/DEPT MEETING	84.90
PARKS & RECREATION TOTAL			5,111.52

FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT

AT&T DATA	PO0120352	IPAD DATA PLAN 3/14	30.00
INDUSTRIAL MATERIALS	PO0120352	DOOR LOCK	99.00
MCKINLEY HARDWOODS	PO0120352	LUMBER	820.20
SQ *BYRINS LAWN CARE	PO0120352	POTHOLE REPAIR (840)	3,800.00
STRMWTR & ROADWAY MAINT TOTAL			4,749.20

FUND 10 DEPT 750 - TECHNICAL SERVICES

2000 CED	PO0120352	CODE BOOK	176.00
AMAZON MKTPLACE PMTS	PO0120352	PHONE CASES (5)/TV WALL MOUNT	179.37
AT&T DATA	PO0120352	IPAD DATA PLAN 3/14	30.00
AT&T DATA	PO0120352	IPAD DATA PLAN 4/14	50.00
ATW OF ENID # 01	PO0120352	PVC PIPE	249.99
EMERGENCY RESPONDER PR	PO0120352	V657 LIGHT BAR	420.96
ENID WINNELSON CO	PO0120352	PVC PIPE	23.40
FASTENAL COMPANY01	PO0120352	DRILL BITS/FITTINGS	26.06
MUNN SUPPLY	PO0120352	CARBON DIOXIDE CYLINDER	31.25
THE VACUUM CENTER	PO0120352	VACUUM BAGS	9.99
TOPS & STRIPES	PO0120352	V657 SAFETY LIGHTS/TOOL BOX	994.00
TRUCKPRO INC 034	PO0120352	V657 FLASHING LIGHTS	205.82
TECHNICAL SERVICES TOTAL			2,396.84

FUND 10 DEPT 900 - LIBRARY

4 R KIDS FOUNDATION	PO0120352	SCIENCE KITS	31.20
AMAZON MKTPLACE PMTS	PO0120352	TABLET SCREEN PROTECTORS/DATA CABLES	56.66
AMAZONPRIME MEMBERSHIP	PO0120352	SUBSCRIPTION FEE	79.00
AMPCO PARKING WICHITA	PO0120352	PARKING/PLA CONFERENCE/J CHAMPION	36.00
AT&T DATA	PO0120352	IPAD DATA PLAN 4/14	50.00
BEST BUY 00014191	PO0120352	TABLET KEYBOARD	114.98
BLOOMINGTON SHUTTLE	PO0120352	TRANSPORTATION/PLA CONFERENCE	20.00
CDW GOVERNMENT	PO0120352	TABLE CABLE LOCKS/DOCKS	364.96
CHICK-FIL-A #01473	PO0120352	MEAL (2)/PLA CONFERENCE	20.48
DELTA 00682360901736	PO0120352	BAGGAGE FEE(2)/PLA CONFERENCE	110.00
DUNN BROS C MS20351961	PO0120352	MEAL (2)/PLA CONFERENCE	14.22
GREAT AMER BAG20271300	PO0120352	MEAL/PLA CONFERENCE/J CHAMPION	10.58
HOBBY-LOBBY #0008	PO0120352	FRAMING/TABLECLOTH/CUPS/PLATES	229.09
HYATT HOTELS INDIANAPO	PO0120352	LODGING (2)/PLA CONFERENCE	954.72

PURCHASING CARD CLAIMS LIST

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HYATT HOTELS INDNAPLS	PO0120352	MEAL/PLA CONFERENCE/J CHAMPION	17.00
JANWAY COMPANY USA INC	PO0120352	PENCILS/ROBOTS/COSTUMES	351.85
LOCKE SUPPLY WE ENID	PO0120352	BULBS/BALLAST	284.52
LOWES #00205*	PO0120352	LIGHT BULBS/PUTTY KNIFE/SPRAYER REBUILD KIT	112.03
MINECRAFT	PO0120352	GAME LICENSE	26.95
NILODOR INC.	PO0120352	ODOR NEUTRALIZER	284.52
PALOMINO	PO0120352	MEAL (2)/PLA CONFERENCE	60.00
PAYPAL *OKOBSERVER	PO0120352	SUBSCRIPTION	40.00
PAYPAL *TEACHERGAMI	PO0120352	GAME LICENSE/GAME APPLICATION	185.00
PBD ALA-GRAPH EDITIONS	PO0120352	READING PROGRAM	352.00
PDQ PRINTING	PO0120352	BUSINESS CARDS/J CHAMPION	65.00
PF CHANG'S #8400	PO0120352	MEAL (2)/PLA CONFERENCE	41.17
RAM RESTAURANT INDY	PO0120352	MEAL (2)/PLA CONFERENCE	38.63
RECORDED BOOKS	PO0120352	AUDIO BOOK (12)	460.48
SQ *AAA HOOSIER TAXI C	PO0120352	TRANSPORTATION/PLA CONFERENCE	37.50
STAPLES 00106633	PO0120352	TABLET CARRIER/CALENDAR	63.44
TCD*GALE	PO0120352	BOOKS (10)	225.69
THE JOURNAL RECORD PUB	PO0120352	SUBSCRIPTION	189.00
THE OLIVE GARD00017079	PO0120352	MEAL (2)/PLA CONFERENCE	21.14
WALGREENS #5531	PO0120352	FIRST AID MEDS	21.99
WEBER GRILL RESTAURANT	PO0120352	MEAL (2)/PLA CONFERENCE	30.00
		LIBRARY TOTAL	4,999.80

FUND 20 DEPT 205 - AIRPORT

8008089000 PIONEERTELE	PO0120352	MONTHLY SERVICE 2/14	27.31
ATW OF ENID # 01	PO0120352	INSULATION/RAIN GUAGE	71.43
JAMIE'S BARNSTORMERS	PO0120352	MEAL (4)/AIRPORT ADVISORY BOARD	35.66
JUMBO II LLC	PO0120352	PILOT SNACKS	84.12
LOCKE SUPPLY - ENID	PO0120352	PIPE FLASHING/SILICONE CAULK	9.41
LOCKE SUPPLY WHC ENID	PO0120352	GAS VALVE	53.45
NORTHWEST TROPHY AND A	PO0120352	SPOT-LANDING TROPHY	6.00
STAPLS6825024487000	PO0120352	PRINTER INK	32.98
		AIRPORT TOTAL	320.36

FUND 22 DEPT 225 - GOLF

ENID IRON & METAL CO	PO0120352	PIPE/FITTINGS	209.69
ENID WINNELSON CO	PO0120352	IRRIGATION FITTINGS/PIPE LUBE	104.18
HIBU INC. - WEST	PO0120352	ADVERTISING 3/14	68.00
LOWES #00205*	PO0120352	LUMBER/PAINT	34.69
PAYPAL *OKLAHOMAGOL	PO0120352	OKGCSA MEETING/M LEAGUE	30.00
SUDDENLINK-NAT'L SITE	PO0120352	INTERNET SERVICE 3/14	89.95
		GOLF TOTAL	536.51

FUND 31 DEPT 230 - UTILITY SERVICES

AWDIRECT 1020023660	PO0120352	V374 EMERGENCY LIGHTS	96.05
FIRESTONE 025046	PO0120352	V373 TIRES	302.16
		UTILITY SERVICES TOTAL	398.21

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FUND 31 DEPT 760 - SOLID WASTE

APL*APPLE ITUNES STORE	PO0120352	(CREDIT) IPAD APPS (15)	(299.85)
AT&T DATA	PO0120352	IPAD DATA PLAN 3/14	30.00
AT&T*PREMIER EBIL	PO0120352	IPAD DATA PLAN 4/14	585.00
ATW OF ENID # 01	PO0120352	GARDEN HOSES (5)	229.94
AW BRUEGGEMANN CO	PO0120352	BOLTS	44.00
LITTLE CAESARS 0129 00	PO0120352	MEAL (14)/STAFF APPRECIATION	63.96
M&M SUPPLY CO.	PO0120352	WATER TANK VALVE	87.21
PAYPAL *ACCESORYWIZ	PO0120352	IPHONE CHARGER KIT	6.67
PAYPAL *EBAYORDER	PO0120352	LANDFILL DROP LIGHT	49.99
RIB CRIB 44	PO0120352	MEAL (2)/DEPT MEETING	33.00
SOLID WASTE TOTAL			829.92

FUND 31 DEPT 790 - WATER PRODUCTION

DMI* DELL K-12/GOVT	PO0120352	DESKTOP COMPUTER	645.00
WWW.NEWEGG.COM	PO0120352	COMPUTER MONITOR	147.58
WATER PRODUCTION TOTAL			792.58

FUND 31 DEPT 795 - WATER RECLAMATION SVS

ACCURATE ENVIROMENTAL	PO0120352	CLASS D EXAM/T KIRKPATRICK	20.00
ADVANCED WATER SOLUTIO	PO0120352	WATER TREATMENT	118.98
AT&T*PREMIER EBIL	PO0120352	IPAD DATA PLAN 4/14	245.00
ATW OF ENID # 01	PO0120352	GREASE GUN	157.95
AUTOMATIONDIRECT.COM	PO0120352	NETWORK CARD	354.00
ENID WINNELSON CO	PO0120352	FITTINGS	195.53
FASTENAL COMPANY01	PO0120352	(CREDIT) WHEEL	(80.63)
FLAMING AUTO SUPPLY CO	PO0120352	TOWEL/CLEANER/CHAMBER LIGHTS	40.16
HACH COMPANY	PO0120352	PUMP TUBING/TEST SUPPLIES	527.54
MXP ENID	PO0120352	GREASE	53.82
SIEMENS INDUSTRY INC	PO0120352	(CREDIT) SALES TAX	(31.67)
STAPLES 00106633	PO0120352	SCANNER/FILE CABINET	184.98
STAPLES DIRECT	PO0120352	BOOK CASE	139.99
UPS (800) 811-1648	PO0120352	SHIPPING FEES	19.09
WATER RECLAMATION SVS TOTAL			1,944.74

FUND 51 DEPT 515 - POLICE

5280 BURGER BAR	PO0120352	MEAL/ICAC TRAINING/D ALBRIGHT	16.50
AMPCO PARKING OKLAHOMA	PO0120352	PARKING/ICAC TRAINING/D ALBRIGHT	33.00
CANTINA GRILL TERMINAL	PO0120352	MEAL/ICAC TRAINING/D ALBRIGHT	10.96
COMFORT INN DENVER DT	PO0120352	LODGING/ICAC TRAINING/D ALBRIGHT	624.00
CORNER BAKERY CAFE1510	PO0120352	MEAL/ICAC TRAINING/D ALBRIGHT	11.28
DENVER YELLOW CAB	PO0120352	TAXI/ICAC TRAINING/D ALBRIGHT	51.00
FREEDOM CABS INC	PO0120352	TAXI/ICAC TRAINING/D ALBRIGHT	55.15
HARD ROCK DENVER R	PO0120352	MEAL/ICAC TRAINING/D ALBRIGHT	29.75
MARLOWES	PO0120352	MEAL/ICAC TRAINING/D ALBRIGHT	38.00
MELLOW MUSHROOM	PO0120352	MEAL/ICAC TRAINING/D ALBRIGHT	8.80
MURPHY6578ATWALMRT	PO0120352	V96 FUEL/CLEET ACADEMY	72.03
OUTBACK 3714	PO0120352	MEAL/DRUG INVESTIGATION	25.98
SHERATON MIDWEST CITY	PO0120352	LODGING/DRUG INVESTIGATION	621.00

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SQ *SALVAGGIO'S DELI	PO0120352	MEAL/ICAC TRAINING/D ALBRIGHT	13.54
STAPLES 00106633	PO0120352	BATTERY BACKUP	225.98
TILTED KILT PUB & EATE	PO0120352	MEAL/ICAC TRAINING/D ALBRIGHT	19.00
ULINE *SHIP SUPPLIES	PO0120352	EVIDENCE BOXES	346.35
UPS (800) 811-1648	PO0120352	SHIPPING FEES	14.30
USPS 39282704133607748	PO0120352	SHIPPING FEES	3.07
VILLA PIZZA	PO0120352	MEAL/ICAC TRAINING/D ALBRIGHT	9.30
WENDY'S - LINCOLN	PO0120352	MEAL/DRUG INVESTIGATION	9.47
WM SUPERCENTER #498	PO0120352	CHAMOIS/WASH MITTS	51.37
		POLICE TOTAL	2,289.83

FUND 65 DEPT 655 - FIRE

AMAZON MKTPLACE PMTS	PO0120352	HONOR GUARD TACTICAL CASE	106.31
AMAZON.COM	PO0120352	HONOR GUARD/ROD CASE	179.96
AMAZON.COM	PO0120352	PHYSICAL TRAINING EQUIPMENT	119.97
AMAZONPRIME MEMBERSHIP	PO0120352	EMPLOYEE ERROR/REIMBURSED	79.00
FAMILY DOLLAR #2065	PO0120352	CHARCOAL/LIGHTER	20.50
INNOVATIVE CONTROLS IN	PO0120352	V1043 LEVEL INDICATOR	253.12
LOWES #00205*	PO0120352	TOOL BOXES/WASH MITTS/FILTERS	441.29
LYNDA.COM	PO0120352	ONLINE TRAINING LIBRARY	37.50
MAXWELL SUPPLY	PO0120352	RAMP	108.10
OU CCE REG WEB	PO0120352	CAR SEAT TECH WORKSHOP (2)	70.00
OUTBACK 1715	PO0120352	MEAL (2)/TRUCK COMMITTEE	27.90
SADDORIS COMPANIES INC	PO0120352	SHOP TOWELS	162.51
SCHIEBERS DONUTS & DEL	PO0120352	DONUTS/HAZMAT CLASS	25.80
SCHIEBERS DONUTS & DEL	PO0120352	DONUTS/INSTRUCTOR UPDATE CLASS	36.62
STAPLES 00106633	PO0120352	PRINTER INK/ROLODEX/TAPE	127.26
THE UPS STORE 5063	PO0120352	SHIPPING FEES	13.91
		FIRE TOTAL	1,809.75

FUND 99 DEPT 995 - EPTA

TACO MAYO 37	PO0120352	MEAL (15)/DEPT MEETING	37.50
THE UPS STORE 5063	PO0120352	SHIPPING FEES	16.28
ULINE *SHIP SUPPLIES	PO0120352	SAFETY VEST	8.35
		EPTA TOTAL	62.13

JP MORGANCHASE CLAIMS LIST TOTAL **\$ 37,427.78**