



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

Mayor and Board of Commissioners

Notice of Meeting

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

Notice is hereby given that the Mayor and Board of Commissioners of the City of Enid, Oklahoma, the Trustees of the Enid Municipal Authority, a Public Trust, the Trustees of the Enid Economic Development Authority, a Public Trust, and the Trustees of the Enid Public Transportation Authority, a Public Trust will meet in regular session at 6:30 PM on Tuesday, December 20, 2022, in the Council Chambers of the City Administration Building, located at 401 West Owen K. Garriott Road, in said city, and the agenda for said meeting is as follows:

NOTICE

All items on this agenda, including but not limited to any agenda item concerning the adoption of any ordinance, resolution, contract, agreement, or any other item of business, are subject to amendment, including additions and/or deletions. This rule will apply to every individual agenda item without exception, and without providing this same amendment language with respect to each individual agenda item. Such amendments should be rationally related to the topic of the agenda item, or the governing body will be advised to continue the item. Accordingly, the Mayor and Board of Commissioners may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed, the Mayor and Board of Commissioners may refer the matter to the City Manager, the City Attorney or to the recommending board, commission or committee.

- AGENDA -

Mayor and Board of Commissioners Regular Meeting

Page

1. Call to Order/Roll Call.
2. Invocation & Flag Salute.
3. Minutes.

- 3.1. Consider approval of minutes of the Regular Commission meeting of December 6, 2022. 4 - 12
[Mayor and Board of Commissioners Regular Meeting - December 6, 2022 - Minutes - Pdf](#)
4. Awards, Presentations, Proclamations, and Organizational Business.
- 4.1. Present pet available for adoption at the City's Animal Welfare Department.
- 4.2. Recognize City of Enid Employee of the Month for December.
5. Public Comment.
6. Community Development.
- 6.1. Hold a public hearing to consider rezoning property located at the northeast corner of 729 West Willow Road from R-4 Residential (Duplex and Two-Family Dwelling) District to C-3 General Commercial District. 13 - 14
[AI-22-508 - Pdf](#)
- 6.2. Consider an ordinance rezoning property located at the northeast corner of 729 West Willow Road from R-4 Residential (Duplex and Two-Family Dwelling) District to C-3 General Commercial District. 15 - 17
[AI-22-512 - Pdf](#)
7. Administration.
- 7.1. Consider a recommendation from the Public Arts Commission of Enid to award a Contract to Kelly Tompkins of Hive Appeal and Emme Hughes of EH Metal Works for the Walking Trails Interactive Arts Project, in the amount of \$29,770.00; and authorize the Mayor to execute all contract documents. 18 - 22
[AI-22-506 - Pdf](#)
8. Consent.
- 8.1. Approve a resolution amending the 2022-2023 Water Capital Improvement Fund Budget by appropriating additional funds in the amount of \$842,330.00 to increase the 2022-2023 appropriated amounts for the Water Capital Improvement Department. 23 - 24
[AI-22-494 - Pdf](#)
- 8.2. Award a contract to Southwest Water Works, Oklahoma City, Oklahoma, for Project No. W-2123C - Randolph Avenue, Van Buren Street to Washington Street Waterline Relocation, in the amount of \$842,330.00; and authorize the Mayor to execute all contract documents. 25 - 27
[AI-22-466 - Pdf](#)
- 8.3. Award a contract to Duke's Root Control, Inc., Syracuse, New York, for Project No. S-2306 - Fiscal Year 2023 Root Control Program, in the amount of \$77,443.32, utilizing HGAC Buy Purchasing Contract #SC01-21, and authorize the Mayor to execute necessary documents. 28 - 41
[AI-22-510 - Pdf](#)

- 8.4. Approve Change Order No. 3 with Cummins Construction Company, Enid, Oklahoma, for Project No. R-2003C - Randolph Avenue from Washington Street to 7th Street Improvements, in the deduct amount of \$124,646.42, and authorize the Mayor to execute necessary documents. 42 - 43
[AI-22-504 - Pdf](#)
- 8.5. Approve Unit Price Change Order No. 2 with Dense Mechanical, Enid, Oklahoma, for Project No. W-2201C - 100-500 Block West Elm Avenue Waterline Relocation, in the amount of \$20,795.00, and authorize the Mayor to execute all documents. 44 - 46
[AI-22-505 - Pdf](#)
- 8.6. Accept an Easement for Public Highway for Parcel No. 4.0, a Permanent Drainage Easement for Parcel No. 4.1 and a Temporary Construction Easement for Parcel No. 4.2 from RNL Properties of Enid, LLC, Enid, Oklahoma, for Project No. R-2001R - Garland Road from Owen K. Garriott Road to Randolph Avenue Widening Reconstruction, approve payment in the amount of \$6,800.00; and authorize the Mayor to execute necessary documents. 47 - 60
[AI-22-502 - Pdf](#)
- 8.7. Accept an Easement for Public Highway for Parcel No. 7.0 from Ted Jay Robinson, Enid, Oklahoma, for Project No. R-2001R - Garland Road from Owen K. Garriott Road to Randolph Avenue Widening Reconstruction, approve payment in the amount of \$900.00; and authorize the Mayor to execute necessary documents. 61 - 68
[AI-22-503 - Pdf](#)
- 8.8. Approval of claims in the amount of \$3,205,099.88. 69 - 84
[2022-12-20 CLAIMSLIST](#)
[2022-12-20 JP MORGAN CLAIMSLIST](#)
9. Recess to Convene as the Enid Municipal Authority.
10. Trustees of the Enid Municipal Authority Regular Meeting.
11. Enid Municipal Authority Regular Meeting.
- 11.1. Consider a resolution increasing the 2022-2023 Fiscal Financial Plan for the Enid Municipal Authority in the amount of \$842,330.00. 85 - 86
[AI-22-492 - Pdf](#)
- 11.2. Approval of claims in the amount of \$309,465.59.
12. Adjourn to Convene as the Enid Public Transportation Authority.
13. Trustees of the Enid Public Transportation Authority Regular Meeting.
14. Enid Public Transportation Authority Regular Meeting.
- 14.1. Approval of claims in the amount of \$1,476.84.
15. Adjourn to Reconvene as the Enid City Commission.
16. Adjourn.

**City of Enid
Mayor and Board of Commissioners
Minutes**

The Mayor and Board of Commissioners of the City of Enid, County of Garfield, State of Oklahoma, the Trustees of the Enid Municipal Authority, a Public Trust, the Trustees of the Enid Economic Development Authority, a Public Trust, and the Trustees of the Enid Public Transportation Authority, a Public Trust, met in regular session at 6:30 PM on Tuesday, December 6, 2022, in the Council Chambers of the City Administration Building, located at 401 West Owen K. Garriott Road, in said city, and the minutes for said meeting are as follows:

1. CALL TO ORDER/ROLL CALL.

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

PRESENT: George Pankonin, Jerry Allen, Derwin Norwood, Keith Siragusa, Whitney Roberts, Rob Stallings, and Scott Orr

ABSENT:

Staff present were City Manager Jerald Gilbert, Assistant City Manager Scott Morris, City Clerk Summer Anderson, Chief Financial Officer Erin Crawford, City Attorney Carol Lahman, Police Chief Bryan Skaggs, Fire Chief Jason Currier, Director of Engineering Murali Katta, Assistant City Attorney Joshua Conaway, City Engineer Jason Unruh, Director of Public Utilities David Hunter, and Ex-Officio Member Colonel Matthew A. Astroth.

2. INVOCATION & FLAG SALUTE.

Bruce Johnson of the First Church of the Nazarene gave the Invocation, and the Flag Salute was led by Commissioner Derwin Norwood.

3. MINUTES.

1. Consider approval of minutes of the Regular Commission meeting of November 15, 2022.

Moved by Derwin Norwood, seconded by Whitney Roberts, to approve minutes of the Regular Commission meeting of November 15, 2022.

Carried by the following votes:

Ayes: George Pankonin, Jerry Allen, Derwin Norwood, Keith Siragusa, Whitney Roberts, Rob Stallings, and Scott Orr

4. AWARDS, PRESENTATIONS, PROCLAMATIONS, AND ORGANIZATIONAL BUSINESS.

1. Present pet available for adoption at the City's Animal Welfare Department.

Enid Animal Welfare Adoption Coordinator Christiana Whitmore presented "Tinsel", a 6-month-old Heeler mix, available for adoption at the City's Animal Welfare Department.

2. Present a Proclamation recognizing Colonel Jay Johnson and Vance Air Force Base for volunteering on the Day of Kindness Cleanup in the Southern Heights Addition.

A Proclamation was presented, recognizing Colonel Jay Johnson and Vance Air Force Base for volunteering on the Day of Kindness Cleanup in the Southern Heights Addition.

3. Recognize City of Enid Employee of the Month for November.

Account Clerk Laura Alanis in the Records & Receipts Department, was recognized as the City of Enid Employee of the Month for November.

4. Consider appointing Captain Gary Fuxa to the Police Civil Service Commission for the position of Secretary.

Moved by Keith Siragusa, seconded by Whitney Roberts, to appoint Captain Gary Fuxa to serve as Secretary to the Police Civil Service Commission.

Carried by the following votes:

Ayes: George Pankonin, Jerry Allen, Derwin Norwood, Keith Siragusa, Whitney Roberts, Rob Stallings, and Scott Orr

5. PUBLIC COMMENT.

Susan Shewey, Children's Librarian of the Public Library of Enid & Garfield County, expressed her concerns regarding Library Board members and recent policy changes.

Ruth Ann Miles, Library Board member, expressed concerns regarding the use of social media by Library employees, the position of Library Director, and the reconsideration of Library Materials policy.

Justin Winbolt spoke in support of Library Director Theri Ray.

Jennie Scott spoke in support of inclusivity, freedom of speech and freedom of religion with regards to access to information.

Kristi Balden spoke in support of the Library and its staff, and the importance of freedom of information.

Nancy Presnall spoke in support of the Library staff and expressed her disagreement with attempts to change staff.

Jessa Lynn spoke in support of acceptance of everyone that goes to the Library and appropriate access to information.

Cindy Stevison spoke in support of inclusivity at the Library.

Terry Chick spoke regarding recent street repairs on East Maple Avenue, thanking Commissioners for having this project done.

Cammeron Kaiser spoke regarding the Library Board, supporting the Library Director, and the importance of inclusivity.

Cindy Felber spoke in support of the Library and the importance of access to information.

Catina Sundvall spoke in support of inclusivity, in regards to the LGBTQ community.

Matt Nichols spoke in opposition to the hiring of Library Director Theri Ray.

Kayla Nichols spoke in opposition to the hiring of Library Director Theri Ray, concerns of social media use and concerns of the availability of explicit material in the Library.

Fern Boyle expressed concerns of the availability of explicit material in the Library, proposing all material available in the children's section should be G-Rated.

Derek Tinivis spoke regarding the safety of children at the Library, speaking in opposition of Theri Ray as Library Director.

Marsha Nichols spoke in opposition of the hiring of Theri Ray as Library Director, as well as concerns of explicit material.

NeAnne Clinton spoke regarding a teen book club advertised by the Library, as well as concerns of explicit material being discussed.

Emily Hladik spoke regarding the recent Library Board meeting, expressing concerns of online youth chat groups and parental knowledge or consent.

Margo Holmes, Programs and Development Coordinator for Adult Services at the Enid Public Library, spoke regarding the importance of inclusivity and access to information.

Tammi Long expressed concerns of explicit material available in the Library, and in support of the Library Board.

6. CONSENT.

1. Award a contract to Slater Mechanical, Enid, Oklahoma, for Project No. M-2310GFR - YWCA HVAC Replacement, in the amount of \$258,400.00; and authorize the Mayor to execute all contract documents.

Moved by Keith Siragusa, seconded by Derwin Norwood, to award a contract to Slater Mechanical, Enid, Oklahoma, for Project No. M-2310GFR - YWCA HVAC Replacement, in the amount of \$258,400.00; and authorize the Mayor to execute all contract documents.

Carried by the following votes:

Ayes: George Pankonin, Jerry Allen, Derwin Norwood, Keith Siragusa, Whitney Roberts, Rob Stallings, and Scott Orr

2. Award a contract to Rick Lorenz Construction, Enid, Oklahoma, for Project No. R-2302C - 5th Street, Randolph to Broadway Reconstruction, in the amount of \$190,091.97; and authorize the Mayor to execute all contract documents.

Moved by Keith Siragusa, seconded by Derwin Norwood, to award a contract to Rick Lorenz Construction, Enid, Oklahoma, for Project No. R-2302C - 5th Street, Randolph to Broadway Reconstruction, in the amount of \$190,091.97; and authorize the Mayor to execute all contract documents.

Carried by the following votes:

Ayes: George Pankonin, Jerry Allen, Derwin Norwood, Keith Siragusa, Whitney Roberts, Rob Stallings, and Scott Orr

3. Award a contract to JMB Concrete, Enid, Oklahoma, for Project No. M-2303C2 - ADA Transition Plan Compliance Champlin Pool, in the amount of \$87,114.00; and authorize the Mayor to execute all contract documents.

Moved by Keith Siragusa, seconded by Derwin Norwood, to award a contract to JMB Concrete, Enid, Oklahoma, for Project No. M-2303C2 - ADA Transition Plan Compliance Champlin Pool, in the amount of \$87,114.00; and authorize the Mayor to execute all contract documents.

Carried by the following votes:

Ayes: George Pankonin, Jerry Allen, Derwin Norwood, Keith Siragusa, Whitney Roberts, Rob Stallings, and Scott Orr

4. Approve Unit Price Change Order No. 4 with Beverages Construction, Crescent, Oklahoma, for Project No. F-1908C - Soccer Complex Stormwater Improvements, in the amount of \$3,647.50, and authorize the Mayor to execute all documents.

Moved by Keith Siragusa, seconded by Derwin Norwood, to approve Unit Price Change Order No. 4 with Beverages Construction, Crescent, Oklahoma, for Project No. F-1908C - Soccer Complex Stormwater Improvements, in the amount of \$3,647.50, and authorize the Mayor to execute all documents.

Carried by the following votes:

Ayes: George Pankonin, Jerry Allen, Derwin Norwood, Keith Siragusa, Whitney Roberts, Rob Stallings, and Scott Orr

5. Approve an agreement with the Oklahoma Department of Transportation (ODOT) and The Burlington Northern Santa Fe Railway Company (BNSF) for the Cleveland Street widening at the BNSF Railroad Crossing, Project No. R-1803, JP No. 17020(08) and authorize payment of the local share of the project in the amount of \$142,829.20.

Moved by Keith Siragusa, seconded by Derwin Norwood, to approve an agreement with the Oklahoma Department of Transportation (ODOT) and The Burlington Northern Santa Fe Railway Company (BNSF) for the Cleveland Street widening at the BNSF Railroad Crossing, Project No. R-1803, JP No. 17020(08) and authorize payment of the local share of the project in the amount of \$142,829.20.

Carried by the following votes:

Ayes: George Pankonin, Jerry Allen, Derwin Norwood, Keith Siragusa, Whitney Roberts, Rob Stallings, and Scott Orr

6. Approve a resolution amending the 2022-2023 Police Fund Budget by appropriating additional funds in the amount of \$140,461.36 to increase the 2022-2023 appropriated amounts for the Police Department.

Moved by Keith Siragusa, seconded by Derwin Norwood, to approve a resolution amending the 2022-2023 Police Fund Budget by appropriating additional funds in the amount of \$140,461.36 to increase the 2022-2023 appropriated amounts for the Police Department.

Carried by the following votes:

Ayes: George Pankonin, Jerry Allen, Derwin Norwood, Keith Siragusa, Whitney Roberts, Rob Stallings, and Scott Orr

7. Award the purchase of a Public Safety Software System for the Enid Police Department to Central Square Technologies, Lake Mary, Florida, in the amount of \$640,461.36, and authorize the Mayor to execute necessary documents.

Moved by Keith Siragusa, seconded by Derwin Norwood, to award the purchase of a Public Safety Software System for the Enid Police Department to Central Square Technologies, Lake Mary, Florida, in the amount of \$640,461.36, and authorize the Mayor to execute necessary documents.

Carried by the following votes:

Ayes: George Pankonin, Jerry Allen, Derwin Norwood, Keith Siragusa, Whitney Roberts, Rob Stallings, and Scott Orr

8. Approve a resolution replacing the City of Enid's September 18, 2007 Finance Procedures Manual with the City of Enid's December 6, 2022 Finance Procedures Manual.

Moved by Keith Siragusa, seconded by Derwin Norwood, to approve a resolution replacing the City of Enid's September 18, 2007 Finance Procedures Manual with the City of Enid's December 6, 2022 Finance Procedures Manual.

Carried by the following votes:

Ayes: George Pankonin, Jerry Allen, Derwin Norwood, Keith Siragusa, Whitney Roberts, Rob Stallings, and Scott Orr

9. Approve the purchase of Excess Workers' Compensation Insurance from Arch Insurance, in the amount of \$102,245.00.

Moved by Keith Siragusa, seconded by Derwin Norwood, to approve the purchase of Excess Workers' Compensation Insurance from Arch Insurance, in the amount of \$102,245.00.

Carried by the following votes:

Ayes: George Pankonin, Jerry Allen, Derwin Norwood, Keith Siragusa, Whitney Roberts, Rob Stallings, and Scott Orr

10. Amend the November 1, 2022 award for the purchase of five trucks from Confidence Ford, Norman, Oklahoma, for the Public Works Division, to deduct four trucks in the amount of \$229,320.00.

Moved by Keith Siragusa, seconded by Derwin Norwood, to amend the November 1, 2022 award for the purchase of five trucks from Confidence Ford, Norman, Oklahoma, for the Public Works Division, to deduct four trucks in the amount of \$229,320.00.

Carried by the following votes:

Ayes: George Pankonin, Jerry Allen, Derwin Norwood, Keith Siragusa, Whitney Roberts, Rob Stallings, and Scott Orr

11. Approval of claims in the amount of \$15,433,946.32.

Moved by Keith Siragusa, seconded by Derwin Norwood, to approve claims in the amount of \$15,433,946.32.

Carried by the following votes:

Ayes: George Pankonin, Jerry Allen, Derwin Norwood, Keith Siragusa, Whitney Roberts, Rob Stallings, and Scott Orr

7. RECESS TO CONVENE AS THE ENID MUNICIPAL AUTHORITY.

8. TRUSTEES OF THE ENID MUNICIPAL AUTHORITY REGULAR MEETING.

9. ENID MUNICIPAL AUTHORITY REGULAR MEETING.

1. Consider approval of a lease agreement with Security National Bank, Enid, Oklahoma, to lease three 2023 Mack LR64R/Heil DPF Python refuse trucks for the Solid Waste Department and authorize the Chairman to execute all documents.

Chief Financial Officer Erin Crawford explained that at the August 16, 2022 meeting, an agreement was approved with United Engines for the lease of three new trucks for the Solid Waste Department. The trucks were now ready to be delivered. Bids were solicited for the financing of the trucks, with Security

National Bank of Enid submitting the lowest bid, at 4.2% interest over the 36-month lease.

Moved by Jerry Allen, seconded by Whitney Roberts, to approve a lease agreement with Security National Bank, Enid, Oklahoma, to lease three 2023 Mack LR64R/Heil DPF Python refuse trucks for the Solid Waste Department and authorize the Chairman to execute all documents.

Carried by the following votes:

Ayes: George Pankonin, Jerry Allen, Derwin Norwood, Keith Siragusa, Whitney Roberts, Rob Stallings, and Scott Orr

2. Rescind the November 1, 2022 award for the purchase of four trucks from Confidence Ford, Norman, Oklahoma, for the Public Utilities Division, and authorize the cancellation of the purchase order in the amount of \$213,884.00.

Moved by Keith Siragusa, seconded by Derwin Norwood, to rescind the November 1, 2022 award for the purchase of four trucks from Confidence Ford, Norman, Oklahoma, for the Public Utilities Division, and authorize the cancellation of the purchase order in the amount of \$213,884.00.

Carried by the following votes:

Ayes: George Pankonin, Jerry Allen, Derwin Norwood, Keith Siragusa, Whitney Roberts, Rob Stallings, and Scott Orr

3. Approval of claims in the amount of \$593,481.63.

Moved by Whitney Roberts, seconded by Jerry Allen, to approve claims in the amount of \$593,481.63.

Carried by the following votes:

Ayes: George Pankonin, Jerry Allen, Derwin Norwood, Keith Siragusa, Whitney Roberts, Rob Stallings, and Scott Orr

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

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

12. ENID ECONOMIC DEVELOPMENT AUTHORITY REGULAR MEETING.

1. Approval of claims in the amount of \$15,014.03.

Moved by Keith Siragusa, seconded by Whitney Roberts, to approve claims in the amount of \$15,014.03.

Carried by the following votes:

Ayes: George Pankonin, Jerry Allen, Derwin Norwood, Keith Siragusa, Whitney Roberts, Rob Stallings, and Scott Orr

13. ADJOURN TO CONVENE AS THE ENID PUBLIC TRANSPORTATION AUTHORITY.

14. TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY REGULAR MEETING.

15. ENID PUBLIC TRANSPORTATION AUTHORITY REGULAR MEETING.

1. Approval of claims in the amount of \$3,515.60.

Moved by Whitney Roberts, seconded by Jerry Allen, to approve claims in the amount of \$3,515.60.

Carried by the following votes:

Ayes: George Pankonin, Jerry Allen, Derwin Norwood, Keith Siragusa, Whitney Roberts, Rob Stallings, and Scott Orr

16. ADJOURN TO RECONVENE AS THE ENID CITY COMMISSION.

17. EXECUTIVE SESSION.

1. Consider convening into Executive Session at the recommendation of the City Attorney, pursuant to 25 O.S. §307(C)(11), to confer on matters pertaining to economic development, including the creation of proposals to entice the location in Enid of an entertainment/theater development and a department store, because public disclosure of the matters discussed would interfere with the development of the proposals, and impair the ability of the public body to proceed with these matters in the public's interest, and reconvene into Regular Session to take any necessary action.

Moved by Jerry Allen, seconded by Whitney Roberts, to convene into Executive Session at the recommendation of the City Attorney, pursuant to 25 O.S. §307(C)(11), to confer on matters pertaining to economic development, including the creation of proposals to entice the location in Enid of an entertainment/theater development and a department store, because public disclosure of the matters discussed would interfere with the development of the proposals, and impair the ability of the public body to proceed with these matters in the public's interest, and reconvene into Regular Session to take any necessary action.

Carried by the following votes:

Ayes: George Pankonin, Jerry Allen, Derwin Norwood, Keith Siragusa, Whitney Roberts, Rob Stallings, and Scott Orr

Nays:

The meeting convened into Executive Session at 7:46pm.

18. RECONVENE INTO REGULAR SESSION TO TAKE ANY NECESSARY ACTION.

Moved by Jerry Allen, seconded by Whitney Roberts, to reconvene into Regular Session.

Carried by the following votes:

Ayes: George Pankonin, Jerry Allen, Derwin Norwood, Keith Siragusa, Whitney Roberts, Rob Stallings and Scott Orr.

Nays:

The meeting reconvened into regular session at 8:55pm.

Moved by Jerry Allen, seconded by Keith Siragusa, to approve a \$3,800,000.00 package with S&K Cinema, to include a \$1,500,000.00 loan paid back over thirty years, and \$2,300,000.00 in incentive.

Carried by the following votes:

Ayes: George Pankonin, Jerry Allen, Derwin Norwood, Keith Siragusa, Whitney Roberts, Rob Stallings and Scott Orr.

Nays:

19. ADJOURN.

There being no further business to come before the Board at this time, Jerry Allen motioned that the meeting should adjourn. The motion was seconded by Whitney Roberts.

Ayes: George Pankonin, Jerry Allen, Derwin Norwood, Keith Siragusa, Whitney Roberts, Rob Stallings, Scott Orr

Nays:

The meeting adjourned at 8:56p.m.



AGENDA ITEM REPORT

Meeting Date: December 20, 2022

Staff Contact: Scott Morris, Assistant City Manager

Department: Community Development

Subject: Hold a public hearing to consider rezoning property located at the northeast corner of 729 West Willow Road from R-4 Residential (Duplex and Two-Family Dwelling) District to C-3 General Commercial District.

Background:

The applicant, Ryan Nelson, has submitted a request to rezone this property to put in a coffee shop, which requires a rezoning of the property from R-4 Residential (Duplex and Two-Family Dwelling) District to C-3 General Commercial District. The property is located at the northeast corner of West Willow and North Monroe Street.

Legal Description: Lots 1-3, Block 2, Gary Mungers 6th Addition, Enid, Oklahoma.

This rezoning is consistent with the Envision Enid Comprehensive Plan, due to its proximity to a Community Center, in which commercial uses are appropriate.

Attachments:

[729 W Willow presentation](#)



W Willow Rd

N Monroe St

Magnolia Ave

WWP 84

GARRY MUNGER'S 6TH ADDN

V04W-035

V04W-034

V04W-0



AGENDA ITEM REPORT

Meeting Date: December 20, 2022

Staff Contact: Scott Morris, Assistant City Manager

Department: Community Development

Subject: Consider an ordinance rezoning property located at the northeast corner of 729 West Willow Road from R-4 Residential (Duplex and Two-Family Dwelling) District to C-3 General Commercial District.

Background:

This is a companion to item 6.1.

This ordinance, if approved, will rezone the property from R-4 Residential (Duplex and Two-Family Dwelling) District to C-3 General Commercial District. The applicant, Ryan Nelson, seeks the rezoning to put a coffee shop at this location.

Attachments:

[12-20-2022 REZONING LOTS 1-3, BLOCK 2, GARY MUNGERS 6TH ADDITION](#)

ORDINANCE NO. 2022-

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 11, “ZONING”; CHAPTER 2, “ADMINISTRATION AND ENFORCEMENT”, SECTION 11-2-1 “CHANGES AND AMENDMENTS” TO LAND IN ENID, GARFIELD COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: LOTS ONE, TWO, AND THREE, BLOCK TWO, GARY MUNGERS SIXTH ADDITION TO REZONE IT AS C-3 GENERAL COMMERCIAL DISTRICT, AND DESCRIBING THE SAME, TO AMEND THE ZONING MAP ACCORDINGLY; PROVIDING FOR REPEALER, SAVINGS CLAUSE, AND SEVERABILITY.

ORDINANCE

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 Zoning Map should amended by changing the following property from R-4 Residential (Duplex and Two Family) District to C-3 General Commercial District:

Lots 1-3, Block 2, Gary Mungers 6th Addition within Enid, Garfield County, Oklahoma.

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

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

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

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on December 20, 2022.

CITY OF ENID, OKLAHOMA

George C. Pankonin, Mayor

(SEAL)

ATTEST:

Summer Anderson, City Clerk

Approved as to Form and Legality:

Carol Lahman, City Attorney



AGENDA ITEM REPORT

Meeting Date: December 20, 2022

Staff Contact: Angela Rasmuson, Project Manager/ADA Administrator

Department: Engineering

Subject: Consider a recommendation from the Public Arts Commission of Enid to award a Contract to Kelly Tompkins of Hive Appeal and Emme Hughes of EH Metal Works for the Walking Trails Interactive Arts Project, in the amount of \$29,770.00; and authorize the Mayor to execute all contract documents.

Background:

In April 2022, the Public Arts Commission of Enid published a Request for Proposals to identify artists interested in creating a piece of artwork to place along the walking trails in Enid. Two artist submissions were received. The first from Solomon Bassoff and Domenica Mottarella of Faducci LLC located in North San Juan, California. The second submission was a collaboration of local artists Kelly Tompkins of Hive Appeal and Emme Hughes of EH Metals.

After reviewing the submissions, PACE voted at its meeting on September 28, 2022 to approve the project submitted by Kelly Tompkins and Emme Hughes. The art project is proposed to be placed along the section of the Trail between Parkway Avenue and Van Buren Street and will include Butterfly Bars, a Caterpillar Pathway and Study Circles.

Fiscal Impact:

Budgeted: Y
Amount: \$29,770.00
Account: 10-200-1155

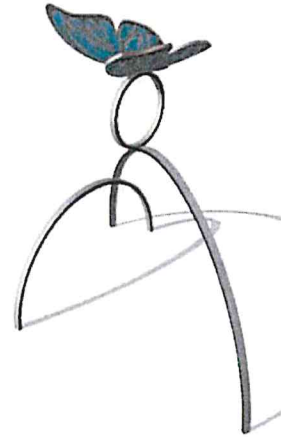
Attachments:

[Project detail](#)
[Hive Appeal Trail Art Invoice 2022-12-31 \(1\)](#)

Butterfly Bars

Kelly Tompkins of Hive Appeal, 580-747-9548, kelly@hiveappeal.com

Emme Hughes of EH Metal Works, 580-484-0056, emmesmetal@gmail.com



ORIGINAL:

Estimated Total Budget - \$10,950

Includes the completed art piece and basic installation (anchored into the ground), NOT the ground cover, concrete pad or modifications that would change the cost of materials or labor.

UPDATE/OPTIONS:

Estimated Total Budget - \$9,820

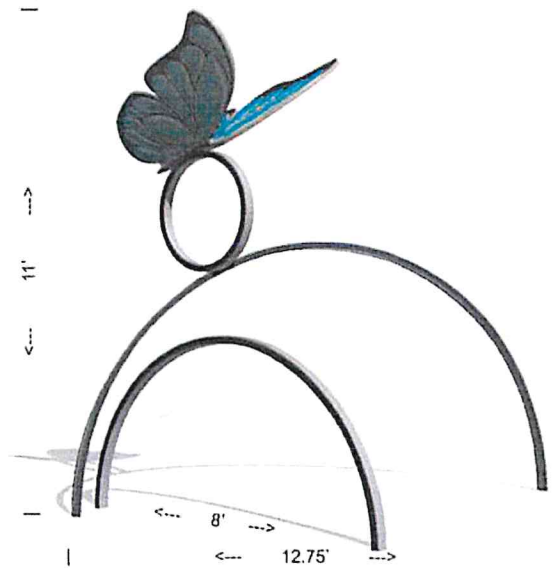
Includes PPG ALK-200 Acrylic Modified Alkyd Enamel coating - best if applied directly to sandblasted metal (per Randy at Carter Paint)

Poly Coating option - add \$450

PPG AUE-370 DTM Polyurethane coating - best if applied directly to sandblasted metal (per Randy at Carter Paint)

Powdercoating option - add \$1,600

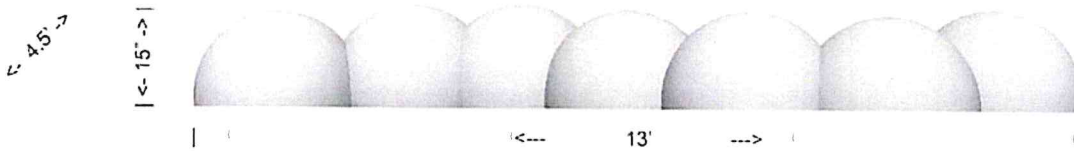
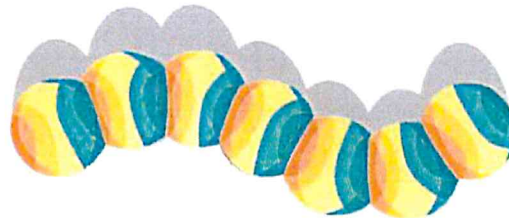
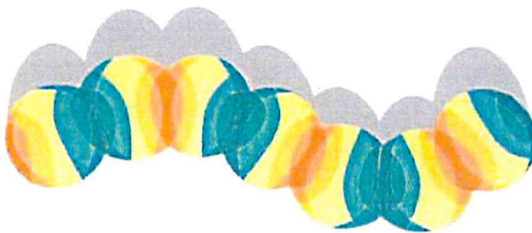
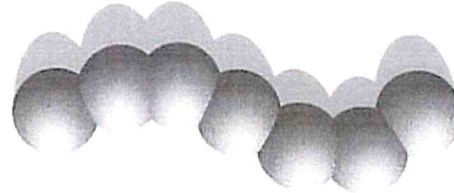
Under the topcoat



Caterpillar Pathway

Kelly Tompkins of Hive Appeal, 580-747-9548, kelly@hiveappeal.com

Emme Hughes of EH Metal Works, 580-484-0056, emmesmetal@gmail.com



ORIGINAL:

Estimated Total Budget - \$9,000

Includes the completed art piece and basic installation, NOT the ground cover, concrete pad or modifications that would change the cost of materials or labor.

UPDATE/OPTIONS:

Estimated Total Budget - \$9,000

Includes PPG ALK-200 Acrylic Modified Alkyd Enamel coating - best if applied directly to sandblasted metal (per Randy at Carter Paint)

Poly Coating option - add \$450

PPG AUE-370 DTM Polyurethane coating - best if applied directly to sandblasted metal (per Randy at Carter Paint)

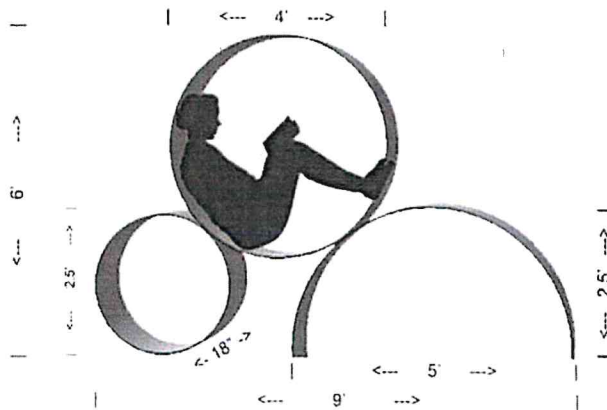
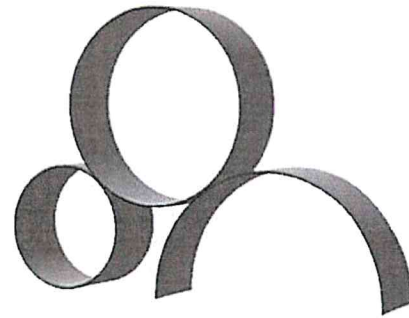
Powdercoating option - add \$1,600

Under the topcoat

Study Circles

Kelly Tompkins of Hive Appeal, 580-747-9548, kelly@hiveappeal.com

Emme Hughes of EH Metal Works, 580-484-0056, emmesmetal@gmail.com



ORIGINAL:

Estimated Total Budget - \$9,820 for one or \$55,320 for six

Includes the completed art piece and basic installation, NOT the ground cover, concrete pad or modifications that would change the cost of materials or labor.

UPDATE/OPTIONS:

Estimated Total Budget - \$9,820

Includes PPG ALK-200 Acrylic Modified Alkyd Enamel coating - best if applied directly to sandblasted metal (per Randy at Carter Paint)

Poly Coating option - add \$450

PPG AUE-370 DTM Polyurethane coating - best if applied directly to sandblasted metal (per Randy at Carter Paint)

Powdercoating option - add \$1,600

Under the topcoat



INVOICE⁷⁷¹

Hive Appeal
1110 Ramona Drive
Enid, Oklahoma 73703
United States

Kelly: 580-747-9548, Ty: 580-402-0408
www.HiveAppeal.com

BILL TO
City of Enid
P.O. Box 1768
Enid, Oklahoma 73702
United States

Invoice Number: 288

Invoice Date: December 8, 2022

Payment Due: December 31, 2022

Amount Due (USD): \$29,770.00

[Pay Securely Online](#)

Items	Quantity	Price	Amount
Enid Trail Public Art Caterpillar Pathway	1	\$9,000.00	\$9,000.00
Enid Trail Public Art Study Circles	1	\$9,820.00	\$9,820.00
Enid Trail Public Art Butterfly Bars	1	\$10,950.00	\$10,950.00

Total: \$29,770.00

Amount Due (USD): \$29,770.00

[Pay Securely Online](#)



link.waveapps.com/9es5wg-d268ug

Notes / Terms

Prices include the completed art pieces - materials, cutting, welding, smoothing edges, sandblasting, painting (Acrylic Modified Alkyd Enamel coating), and basic installation. Prices do not include ground cover, concrete pad if needed, or modifications that would change the cost of materials or labor.



AGENDA ITEM REPORT

Meeting Date: December 20, 2022

Staff Contact: Erin Crawford, Chief Financial Officer

Department: Accounting

Subject: Approve a resolution amending the 2022-2023 Water Capital Improvement Fund Budget by appropriating additional funds in the amount of \$842,330.00 to increase the 2022-2023 appropriated amounts for the Water Capital Improvement Department.

Background:

On April 18, 2022, the Oklahoma Water Resources Board approved the 2022 EMA Series 2022 OWRB Note, which provides funding of \$4,000,000.00.

Project funds of \$842,330.00 will be transferred from the Enid Municipal Authority to the Water Capital Improvement Fund to provide funding for Project No. W-2123 - Randolph Avenue, Van Buren Street to Washington Street Waterline Relocation.

This is a companion to item 8.2.

Attachments:

[2022-12-20 WCIF Resolution - OWRB SRF 2022 Series Note Proceeds - Leona Mitchell Waterline](#)

RESOLUTION

A RESOLUTION AMENDING THE 2022-2023 WATER CAPITAL IMPROVEMENT FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$842,330.00 TO INCREASE THE 2022-2023 APPROPRIATED AMOUNTS FOR THE WATER CAPITAL IMPROVEMENT DEPARTMENT.

WHEREAS, the City Council is considering award of a construction contract with Southwest Water Works, LLC, Oklahoma City, Oklahoma for W-2123, Randolph Avenue, Van Buren Street to Washington Street waterline relocation; and

WHEREAS, the appropriated amounts for the 2022-2023 Water Capital Improvement Department in the Water Capital Improvement Fund must be increased by an additional \$842,330.00 to provide funding for W-2123, Randolph Avenue, Van Buren Street to Washington Street waterline relocation; and

WHEREAS, funds will be transferred from the Enid Municipal Authority to the Water Capital Improvement Fund to provide the necessary funding;

AND NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA, THAT THE CITY OF ENID 2022-2023 BUDGET BE AMENDED TO INCREASE THE APPROPRIATIONS FOR THE WATER CAPITAL IMPROVEMENT FUND WATER CAPITAL IMPROVEMENT DEPARTMENT:

FUND 44 WATER CAPITAL IMPROVEMENT FUND	
Revenues	\$842,330.00
Water Capital Improvement Department	\$842,330.00

Adopted this 20th day of December 2022.

Mayor

(Seal)

ATTEST:

City Clerk



AGENDA ITEM REPORT

Meeting Date: December 20, 2022

Staff Contact: Jason Unruh, City Engineer

Department: Engineering

Subject: Award a contract to Southwest Water Works, Oklahoma City, Oklahoma, for Project No. W-2123C - Randolph Avenue, Van Buren Street to Washington Street Waterline Relocation, in the amount of \$842,330.00; and authorize the Mayor to execute all contract documents.

Background:

This item is a companion to 8.1.

This project will fund the construction of a new waterline along Randolph Avenue from Van Buren Street to Washington Street and will improve water distribution to downtown. The base bid will cover the installation of the waterline from Van Buren Street to Washington Street, Alternate 1 will consist of the boring and installation of the waterline under Van Buren Street to the northwest corner of James Avenue.

Four bids were received, shown below:

Contractor	Base Bid \$ / Calendar Days	Alternate 1 \$ / Calendar Days
Southwest Water Works	\$615,690.00 / 135 Days	\$226,640.00 / 45 Days
Luckinbill Construction Co.	\$690,085.00 / 200 Days	\$276,993.00 / 100 Days
Timco	\$986,429.75 / 90 Days	\$270,705.50 / 40 Days
Jackson Civil	\$1,042,667.80 / 275 Days	\$262,165.62 / 40 Days
Engineer Estimate	\$849,325.00	\$326,570.00

It is recommended that the base bid and Alternate No. 1 be awarded to the lowest bidder, Southwest Water Works, in the amount of \$842,330.00 and 180 days. This project is funded by the OWRB Drinking Water Revolving Fund.

Fiscal Impact:

Budgeted: Y
 Amount: \$842,330.00
 Account: 44-445-9241

Attachments:

Randolph Canvass of Bids

FROM: Kimberly Castellanos
DATE: December 20, 2022

PAGE 1 OF 1

CANVASS OF BIDS
for
Randolph Ave, Van Buren to Washington Waterline Relocation
Project Number W-2123C

<u>FIRM NAME AND ADDRESS</u>	<u>PRODUCT/SERVICE BID</u>	<u>PRICE</u>
Southwest Water Works	Base Bid	\$ 615,690.00
201 NW 132 nd St.	Alternate Bid	\$ 226,640.00
OKC, OK 73114		
Bid meets or exceeds all major specifications:		<u> X </u> YES <u> </u> NO
Bid meets or exceeds all minor specifications:		<u> X </u> YES <u> </u> NO

DEVIATIONS: **Met the Specifications.**

<u>FIRM NAME AND ADDRESS</u>	<u>PRODUCT/SERVICE BID</u>	<u>PRICE</u>
Luckinbill Construction CO	Base Bid	\$ 690,085.00
409 Centennial Blvd.	Alternate Bid	\$ 276,993.00
Edmond, OK 73013		
Bid meets or exceeds all major specifications:		<u> X </u> YES <u> </u> NO
Bid meets or exceeds all minor specifications:		<u> X </u> YES <u> </u> NO

DEVIATIONS: **Met the Specifications.**

<u>FIRM NAME AND ADDRESS</u>	<u>PRODUCT/SERVICE BID</u>	<u>PRICE</u>
Timco	Base Bid	\$ 986,429.75
200 N. Main St.	Alternate Bid	\$ 270,705.50
Bristow, OK 74010		
Bid meets or exceeds all major specifications:		<u> X </u> YES <u> </u> NO
Bid meets or exceeds all minor specifications:		<u> X </u> YES <u> </u> NO

DEVIATIONS: **Met the Specifications.**

<u>FIRM NAME AND ADDRESS</u>	<u>PRODUCT/SERVICE BID</u>	<u>PRICE</u>
Jackson Civil	Base Bid	\$ 1,042,667.80
5416 Cedar Ridge	Alternate Bid	\$ 262,165.62
Enid, OK 73703		
Bid meets or exceeds all major specifications:		<u> X </u> YES <u> </u> NO
Bid meets or exceeds all minor specifications:		<u> X </u> YES <u> </u> NO

DEVIATIONS: **Met the Specifications.**

RECOMMENDATION: Award contract to Southwest Water Works, for the Base Bid and the Alternate Bid, in the amount of \$842,330.00.



AGENDA ITEM REPORT

Meeting Date: December 20, 2022

Staff Contact: Jason Unruh, City Engineer

Department: Engineering

Subject: Award a contract to Duke's Root Control, Inc., Syracuse, New York, for Project No. S-2306 - Fiscal Year 2023 Root Control Program, in the amount of \$77,443.32, utilizing HGAC Buy Purchasing Contract #SC01-21, and authorize the Mayor to execute necessary documents.

Background:

This project will perform the sanitary sewer work identified during sanitary sewer video inspections. As root intrusions are identified, located and classified during the video inspections, the sanitary sewer system is periodically treated in these specific areas.

Duke's Root Control will perform the maintenance, sewer cleaning, hydro-excavating and all miscellaneous services as needed.

The City recommends utilizing the HGAC Buy Purchasing Contract #SC01-21, which is a competitive price and does not require the City to solicit bids, which saves time and money.

Fiscal Impact:

Budgeted: Y

Amount: \$77,443.32

Account: 42-425-9232

Attachments:

[Dukes-Root-Control](#)

[HGAC Invoice](#)

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Duke's Root Control Inc - Public Services --ID: 6014 20-01507

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Duke's Root Control Inc, hereinafter referred to as the Contractor, having its principal place of business at 1020 Hiawatha Boulevard W., Syracuse, NY 13204.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Jan 01 2021 and ends Dec 31 2023. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 14, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 15 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. Convenience

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Duke's Root Control Inc

Signature 
F714D9159B9E487...

Name Braden Boyko

Title Vice President

Date 12/10/2020

H-GAC

Signature 
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 12/11/2020

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Duke's Root Control Inc - Public Services -

20-01507

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. **Contractor** affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER** as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.

EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC**. Further, **Contractor** agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor**. At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor**.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

- a. **General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

Attachment A		
Duke's Root Control Inc		
Sewer Cleaning, Hydro-Excavating, Inspection Equipment and Miscellaneous Services		
Contract No. SC01-21		
H-GAC PRODUCT ITEM BASE OFFERING PRICES		
H-GAC Product Code	Description	Base Offered Price
Dukes Root Control		
I. Miscellaneous Sewer Cleaning Services		
SC21I003	Razoroooter II - Chemical Root Control, 4" thru 9" pipe; {Minimum 3,000 Lft} (price shown is the cost per lineal foot)	\$1.69
SC21I004	Razoroooter II - Chemical Root Control, 10" thru 12" pipe; {Minimum 3,000 Lft} (price shown is the cost per lineal foot)	\$2.02
SC21I005	Razoroooter II - Chemical Root Control, 13" thru 16" pipe; {Minimum 3,000 Lft} (price shown is the cost per lineal foot)	\$2.83
SC21I006	Razoroooter II - Chemical Root Control, 18" thru 22" pipe; {Minimum 3,000 Lft} (price shown is the cost per lineal foot)	\$5.04
SC21I007	Razoroooter II - Chemical Root Control, 24" thru 30" pipe; {Minimum 3,000 Lft} (price shown is the cost per lineal foot)	\$6.45
SC21I008	Razoroooter II - Chemical Root Control, 32" thru 36" pipe; {Minimum 3,000 Lft} (price shown is the cost per lineal foot)	\$6.45
SC21I009	Razoroooter II - Chemical Root Control, 36" thru 48" pipe; {Minimum 3,000 Lft} (price shown is the cost per lineal foot)	\$6.45
SC21I082	ITRACKER I & I MICRODETECTION PROGRAM ALL EQUIPMENT AND SERVICE	\$1.40/LF



AGENDA ITEM REPORT

Meeting Date: December 20, 2022

Staff Contact: Jason Unruh, City Engineer

Department: Engineering

Subject: Approve Change Order No. 3 with Cummins Construction Company, Enid, Oklahoma, for Project No. R-2003C - Randolph Avenue from Washington Street to 7th Street Improvements, in the deduct amount of \$124,646.42, and authorize the Mayor to execute necessary documents.

Background:

This project provided for the mill and overlay of Randolph Avenue from Washington Street to 7th Street and replaced corner nodes to meet ADA specifications.

Two unit price change orders were added to this contract. Change Order No. 1 increased the contract amount by \$1,282,201.00, which added the mill and overlay portion of the project, and Change Order No. 2 increased the contract by \$17,600.00, which adjusted the full depth pavement quantities from asphalt to concrete.

The original contract amount was \$350,965.00. This final Change Order adjusts to the as-built quantities. If approved, Change Order No. 3 will result in a revised contract amount of \$1,526,119.58.

Fiscal Impact:

Budgeted: Y
 Amount: (\$124,646.42)
 Account: 41-415-9222

Attachments:

[Signed CO#3](#)

City of Enid

Change Order

Project Title: Randolph Avenue, Washington to 7th
 Project Number: R-2003C
 Change Order No.: Three (3)
 Contractor: Cummins Construction Co.
 Date: December 20, 2022

Description of changed work including location, quantity, and type of change.
 Adjust to as-built quantities.

No.	Quan.	Unit	Item	Unit Price	Total Price
DEDUCT					
2	-118.30	SY	6" STANDARD CONCRETE DRIVEWAY	\$76.00	-\$8,991.05
4	-164.00	SF	ADA TACTILE WARNING PLATE	\$50.00	-\$8,200.00
6	-100.00	TON	TEMPORARY AGGREGATE ACCESS (TBSC)	\$59.00	-\$5,900.00
7	-1.00	SY	CONSTRUCT CONC. BRICK PAVER SIDEWALK	\$82.00	-\$82.00
12	-1.00	EA	REMOVE TREE (12"-18")	\$1,300.00	-\$1,300.00
13	-210.00	LF	SILT FENCE	\$12.00	-\$2,520.00
14	-22.00	EA	ROCK BAG CURB INLET BARRIER	\$30.00	-\$660.00
15	-20.00	SY	SOLID SLAB SOD	\$13.00	-\$260.00
1	-92.84	TON	2" TYPE "B" S-5 ASPHALT (PG 64-22 OK)	\$113.00	-\$10,490.92
2	-209.24	TON	3" TYPE "A" S-3 ASPHALT (PG 64-22 OK)	\$107.00	-\$22,388.68
3	-7.71	SY	8" P.C. CONCRETE PAVING	\$103.00	-\$794.13
4	-413.83	TON	ASPHALT LEVELING COURSE	\$113.00	-\$46,762.23
6	-2934.00	SY	5" PAVEMENT COLD MILLING	\$5.25	-\$15,403.50
7	-5545.00	GAL	TACK COAT	\$4.00	-\$22,180.00
8	-362.00	GAL	PRIME COAT	\$4.00	-\$1,448.00
9	-2886.45	SY	NONWOVEN FIBERGLASS PAVING MAT	\$3.50	-\$10,102.58
10	-35.06	SY	8" COMPACTED SUBGRADE	\$12.00	-\$420.66
12	-100.00	TON	TEMPORARY AGGREGATE ACCESS (TBSC)	\$54.50	-\$5,450.00
14	-24.00	LF	SAW-CUT PAVEMENT	\$8.25	-\$198.00
15	-1771.00	LF	TRAFFIC STRIPE (POLYMER) (4 INCH WIDE)	\$0.85	-\$1,505.35
21	-580.00	SY	REMOVE PAVING	\$24.25	-\$14,065.00
26	-210.00	LF	SILT FENCE	\$13.25	-\$2,782.50
27	-22.00	EA	ROCK BAG CURB INLET BARRIER	\$32.75	-\$720.50
			Subtotal		-\$182,625.09
ADD					
1	26.33	LF	COMBINED CURB & GUTTER	\$41.00	\$1,079.53
3	77.68	SY	4" CONCRETE SIDEWALK	\$65.00	\$5,049.27
5	223.00	LF	SAW-CUT PAVEMENT	\$8.25	\$1,839.75
8	27.67	SY	REMOVE BRICK PAVERS	\$13.00	\$359.67
9	206.58	LF	REMOVE CURB & GUTTER	\$21.00	\$4,338.18
10	244.62	SY	REMOVE DRIVEWAY	\$35.00	\$8,561.74
11	159.03	SY	REMOVE CONCRETE SIDEWALK	\$24.00	\$3,816.75
5	3351.05	SY	2" PAVEMENT COLD MILLING	\$3.00	\$10,053.15
11	3.85	SY	8" AGGREGATE BASE	\$54.50	\$209.55
20	8.85	SY	FULL DEPTH STREET REMOVAL	\$17.75	\$157.09
23	1.00	EA	REMOVE & REPLACE DESIGN 1 CURB INLET	\$1,700.00	\$1,700.00
FO1	264.00	CY	Topsoil	\$32.00	\$8,448.00
FO2	1.00	LS	Mobilization	\$3,000.00	\$3,000.00
FO2	9.00	EA	Manhole Standard Ring	\$300.00	\$2,700.00
FO3	6.00	EA	Sanitary Sewer Lids	\$225.00	\$1,350.00
FO4	3.00	EA	Storm Sewer Lids	\$225.00	\$675.00
CO1	8.84	LF	12" STORM SEWER RCP	\$525.00	\$4,641.00
			Subtotal		\$57,978.67
			Total		-\$124,646.42

Original Contract: \$350,965.00
 Revised Contract Amount by any prior change orders: \$1,650,766.00
 Change Order - add or (deduct): -\$124,646.42
 Revised Contract: \$1,526,119.58

Jason T. Unruh
 City Engineer
 Date: 12/9/22

THE CUMMINS CONSTRUCTION CO., INC.
 Contractor
 By: Mike Butler
 Date: 12/8/22

 Mayor
 Date: _____



AGENDA ITEM REPORT

Meeting Date: December 20, 2022

Staff Contact: Jason Unruh, City Engineer

Department: Engineering

Subject: Approve Unit Price Change Order No. 2 with Dense Mechanical, Enid, Oklahoma, for Project No. W-2201C - 100-500 Block West Elm Avenue Waterline Relocation, in the amount of \$20,795.00, and authorize the Mayor to execute all documents.

Background:

The purpose of the project is to relocate the water line on West Elm Avenue, between the 100 and 500 blocks, to facilitate the reconstruction on the street.

Change Order No. 2 adds 550 feet of new 10-inch pipe between the 400 and 500 blocks.

The original contract amount was \$481,796.00. If approved, Change Order No. 2 will result in a revised contract amount of \$519,511.12.

Fiscal Impact:

Budgeted: Y

Amount: \$20,795.00

Account: 30-305-9160

Attachments:

[CO2](#)

City of Enid

Change Order

Project Title: 100-500 Blk W Elm Waterline
 Project Number: W-2201C
 Change Order No.: Two (2)
 Contractor: Dense Mechanical
 Date: December 20, 2022

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

Adding over 550 feet of 10" pipe for blocks 400-500 of E Elm

No.	Quan.	Unit	Item	Unit Price	Total Price
DEDUCT					
3	-1.00	LS	Construction Staking	\$2,500.00	-\$2,500.00
20	-65.00	SY	5" Concrete Driveway Repair Complete in Place*	\$130.00	-\$8,450.00
21	-141.00	SY	4" Concrete Sidewalk Repair Complete in Place	\$130.00	-\$18,330.00
22	-24.00	SF	Truncated Domes	\$55.00	-\$1,320.00
1.2	-1.00	LS	Construction Staking	\$2,000.00	-\$2,000.00
1.15	-77.00	SY	5" Concrete Driveway Repair Complete in Place *	\$130.00	-\$10,010.00
1.16	-146.00	SY	4" Concrete Sidewalk Repair Complete in Place	\$130.00	-\$18,980.00
1.17	-8.00	SF	Truncated Domes	\$55.00	-\$440.00
1.18	-1.00	SY	Costruction Staking	\$1,500.00	-\$1,500.00
1.19	-15.00	SY	5" Concrete Driveway Repair Complete in Place *	\$130.00	-\$1,950.00
1.2	-15.00	SY	4" Concrete Sidewalk Repair Complete in Place	\$130.00	-\$1,950.00
			Subtotal		-\$67,430.00
ADD					
1.3	1.00	LS	Bonds and Insurance	\$4,000.00	\$4,000.00
1.1	1.00	EA	Long Service (1") installation Complete in Place	\$2,500.00	\$2,500.00
2.2	1.00	LS	Construction Staking	\$2,000.00	\$2,000.00
3.3	1.00	LS	Construction Traffic Control	\$3,500.00	\$3,500.00
4.3	579.00	LF	10" PVC DR18 by Trench & Fill Complete in Place	\$75.00	\$43,425.00
5.3	1.00	EA	10" Gate Valve & Box Complete in Place	\$3,000.00	\$3,000.00
6.3	615.00	LBS	Ductile Iron Fittings Complete in Place	\$6.00	\$3,690.00
7.3	10.00	TONS	Type A Agreggate Backfill under Pavement	\$52.00	\$520.00
8.3	8.00	EA	Short Service (1") installation Complete in Place	\$1,500.00	\$12,000.00
9.3	1.00	EA	Long Service (1") installation Complete in Place	\$2,500.00	\$2,500.00
10.3	1.00	LS	Pressure Testing and Disinfection Complete in Place	\$2,000.00	\$2,000.00
11.3	5.00	SY	3" Temporary Concrete Street Repair	\$130.00	\$650.00
12.3	5.00	SY	PC Concrete Street and Alley pavement repair	\$140.00	\$700.00
13.3	30.00	SY	5" Concrete Driveway Repair Complete in Place*	\$130.00	\$3,900.00
14.3	5.00	SY	4" Concrete Sidewalk Repair Complete in Place	\$130.00	\$650.00
15.3	150.00	SY	Solid Slab Sodding	\$13.00	\$1,950.00
16.3	5.00	SY	Concrete Repair Full depth*	\$160.00	\$800.00
17.3	8.00	SF	Truncated domes	\$55.00	\$440.00
			Subtotal		\$88,225.00
Total					\$20,795.00

Original Contract:	<u>\$481,796.00</u>
Revised Contract Amount by any prior change orders:	<u>\$16,920.12</u>
Change Order - add or (deduct):	<u>\$20,795.00</u>
Revised Contract:	<u>\$519,511.12</u>

City Engineer

Date: _____

Mayor

Date: _____

Contractor

By: _____

Date: _____



AGENDA ITEM REPORT

Meeting Date: December 20, 2022

Staff Contact: Jason Unruh, City Engineer

Department: Engineering

Subject: Accept an Easement for Public Highway for Parcel No. 4.0, a Permanent Drainage Easement for Parcel No. 4.1 and a Temporary Construction Easement for Parcel No. 4.2 from RNL Properties of Enid, LLC, Enid, Oklahoma, for Project No. R-2001R - Garland Road from Owen K. Garriott Road to Randolph Avenue Widening Reconstruction, approve payment in the amount of \$6,800.00; and authorize the Mayor to execute necessary documents.

Background:

The permanent right-of-way, permanent drainage easement and temporary construction easement will provide right-of-way to widen Garland Road from Owen K Garriott Road to Randolph Avenue. The City's offer of \$6,800.00 for the easement and damages has been accepted by Rich and Lori Fuller on behalf of RNL Properties of Enid, LLC, the property owner.

The legal description for the rights of way is:

A tract of land located in the Southeast Quarter (SE/4) of Section Nine (9) of Township Twenty-Two (22) North and Range Seven (7) West of the Indian Meridian according to the U.S. Government Survey, thereof, in the City of Enid, In Garfield County, State of Oklahoma. Said Parcel of land being further described in Exhibit "A".

Fiscal Impact:

Budgeted: Y

Amount: \$6,800.00

Account: 40-405-9222

Attachments:

[RNL Properties](#)



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

www.enid.org

PROJECT: R-2001R
COUNTY: Garfield
PARCEL NO.: 4.0, 4.1, 4.2

SETTLEMENT AGREEMENT

The City of Enid, hereinafter referred to as "BUYER", and RNL Properties of Enid, LLC, Owner(s) of property described as a parcel of land lying in part of the SE ¼ of Section 9, Township 22N, Range 7W, and hereinafter referred to as "SELLER" have agreed on a Settlement Agreement for the purchase of an Easement(s) of said property known as Parcel # 4.0, 4.1, 4.2, for a sum of \$6,800.00. Improvements taken: N/A and Damages taken: \$4,050.00. Said property is needed for use of the City of Enid, R-2001R, Garland Road Improvement Project.

NOTE: It is understood and agreed that this administrative settlement is in the public's best interest to avoid or mitigate condemnation proceedings by settlement out of court and is not based on increased land values.

BUYER and SELLER agree:

It is understood and agreed that there is ~~not~~ a mortgage with WBC Bank and no tax liens or any other known liens on the above referenced property.

SELLER will execute the following: a Permanent Easement known as Parcel # 4.0 for 1458.28 SF., 4.1 for 101.95 SF., 4.2, for 1363.04 SF.

The signed instrument will be submitted to BUYER for preparation of Payment totaling \$6,800.00 (RD) issued to the property owners known as RNL Properties of Enid, LLC.

BUYER will mail Payment to the following address:

RNL Properties of Enid, LLC
2914 Barn Swallow Rd.
Enid, Oklahoma 73703

Agent: Maria Maxwell

Date

11/2/22

Name: Lori Fuller

Date

Title: Property Manager



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

www.enid.org

Project: R-2001R
County: Garfield
Parcel #: 4.0, 4.1, 4.2

CONSENT OF OWNERS RIGHT OF ENTRY

I/We, RNL Properties of Enid, LLC, on this 2nd Day of Nov., 2022.

Legal Description:

EXHIBIT "A"

The undersigned owner(s) of said land hereby do/does give permission to, City of Enid, its officers, agents, contractors, and employees, whose address is 401 West Owen K. Garriott Rd, PO Box 1768, Enid, Oklahoma, 73702.

to enter upon said land(s) for the purpose of:

Surveying, Tree Brush and Grass Removal, Relocating and Maintain Utilities, Providing a safe work area for construction and all construction activities necessary to complete the project.

Other terms or comments: _____

Authorized occupant/Owner(s):
RNL Properties of Enid, LLC

[Signature]
Name/Title:

[Signature]
Property Manager

SUBSCRIBED and sworn to before me this 2nd day of Nov., 2022.

[Signature]
Notary Public

My commission expires: 11/3/23

My Commission No: 49017359



Parcel No.: 4.0, 4.1, 4.2
 Project No.: R-2001R
 County: Garfield

AFFIDAVIT OF FACT

I, Lori Fuller of RNL Properties of Enid, LLC, an Oklahoma Limited Liability Company, hereby certifies as follows.

RNL Properties of Enid, LLC, an Oklahoma Limited Liability Company, is the record owner of the following described property, to-wit:

See Attached Exhibit "A" Legal Descriptions, Perm #8, Drain #7, TCE #9

I, RNL Properties of Enid, LLC, an Oklahoma Limited Liability Company, is still in full force and effect.

I, Lori Fuller, am the Managing Member, of the RNL Properties of Enid, LLC, an Oklahoma Limited Liability Company and that I have full power and authority to convey unto the **City of Enid**, the above referenced property.

11-2-22
 Date

RNL Properties of Enid, LLC., an Oklahoma Limited Liability Company,

By: Lori Fuller
 Print Name: Lori Fuller
 Title: Property Manager

State of Oklahoma)
 County of Garfield) ss.

On this 2nd day of Nov, 2022, before me the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Lori Fuller, known as Managing Member, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and seal of office the day and year last above written.

My Commission Expires: 11/3/23

Commission No. 99017359

Seal



Maria Maxwell
 Notary Public

EASEMENT for Public Highway

KNOW ALL MEN BY THESE PRESENTS:

THAT RNL Properties of Enid, LLC, of Garfield County, State of Oklahoma, hereinafter called the Grantors (whether one or more), for and in consideration of the sum of Ten Dollar (\$10.00) and other good, valuable and sufficient considerations, do hereby grant, bargain, sell, convey and dedicate unto the City of Enid hereinafter called the Grantee, a perpetual easement over, under, and across the following described lots or parcels of land, to-wit:

Legal Description:

See EXHIBIT "A"

For the same considerations hereinbefore recited, this easement is granted for the purpose of enabling said Grantee, its offices, agents, contractors, and employees, now or at any time in perpetuity and at its discretion, to go upon, construct, build, maintain, and regulate a public highway of facilities necessary and incidental thereto, including the airspace above and removal of and all dirt, rock, gravel, sand and other road building materials, reserving and excepting unto said Grantors the mineral rights therein provided, however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land for the purposes herein granted; and reserving unto said Grantors the right of ingress and egress to said public highway from the remaining lands of the Grantors.

To have and to hold said above described premises unto the said City of Enid free, clear and discharged from any and all claims of damages or injury that may be sustained directly or indirectly to the remaining lands of the Grantors by reason of the construction and maintenance of a public highway and all highway excavations, embankments, structures, bridges, drains, sight distance of safety areas and other facilities that may now or hereafter be, in the discretion of the grantee, necessary for the construction and maintenance of a public highway and incidental facilities over, across or along the above described tract of land; the supervision and control of said public highway to be in such municipality, county or other agency of the City of Enid as has or may have jurisdiction thereof by the laws of the State of Oklahoma; and said Grantee, its officers, agents, contractors and employees are hereby granted free access to said property for the purpose of entering upon, constructing, maintaining or regulating the use of said public highway and incidental facilities.

Said Grantors hereby covenant and warrant that at the time of delivery of these presents they are the owners in fee simple of the above described premises and that same are free and clear of all liens and claims whatsoever, except N/A.

The undersigned Grantors hereby designate and appoint the LLC, as agent to execute the claim and receive the compensation herein named.

IN WITNESS WHEREOF, the grantor(s) herein named has/have hereunto set my/our hand(s) and seal(s) this the 2nd day of Nov, 2022.

RNL Properties of Enid, LLC

Lori Fuller
Name/Title:
Property Manager

State of Oklahoma)
Garfield County.) §

Before me, A notary public in and for this State, on this 2nd day of November, 2022, personally appeared Lori Fuller to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its managing member and acknowledged to me that she executed the same as her free and voluntary act and deed, and as the free and voluntary act and deed of the LLC, for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission expires: 11/3/23
Commission No. 99017359



Maria Maxwell
Notary Public

PERMANENT RIGHT OF WAY
4.0 PERM #8
(LOT 5, BLOCK 1
RNL PROPERTIES OF ENID, LLC)
EXHIBIT "A"

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION NINE (9) OF TOWNSHIP TWENTY-TWO (22) NORTH AND RANGE SEVEN (7) WEST OF THE INDIAN BASE MERIDIAN (I.B.&M.). ACCORDING TO THE U.S. GOVERNMENT SURVEY, THEREOF, IN THE CITY OF ENID, IN GARFIELD COUNTY, STATE OF OKLAHOMA. SAID PARCEL OF LAND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER (SE/C) OF SECTION 9; THENCE N 00°06'04.52" W FOR A DISTANCE OF 1349.84 FEET; THENCE S 89°53'55.48" W FOR A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE N 51°47'34.75" W FOR A DISTANCE OF 12.74 FEET; THENCE N 00°06'04.52" W FOR A DISTANCE OF 141.07 FEET; THENCE N 80°40'22.02" E FOR A DISTANCE OF 10.13 FEET; THENCE S 00°06'04.52" E FOR A DISTANCE OF 150.59 FEET TO THE POINT OF BEGINNING, CONTAINING 1458.28 SQUARE FEET, OR 0.03 ACRES.

DEVIN RANDALL,
PROFESSIONAL ENGINEER
OKLAHOMA PE # 32022
MCCLELLAND CONSULTING ENGINEERS, INC.



08/01/2022

DESIGNED BY: DGR	DRAWN BY: DGR
DATE: 8/1/2022	REVISION:
SCALE:	JOB NUMBER: R-2001C

DESCRIPTION
(4.0 PERM #8)

GARLAND RD
WIDENING/RECONSTRUCTION
GARRIOTT RD TO RANDOLPH AVE
ENID, OKLAHOMA

0022

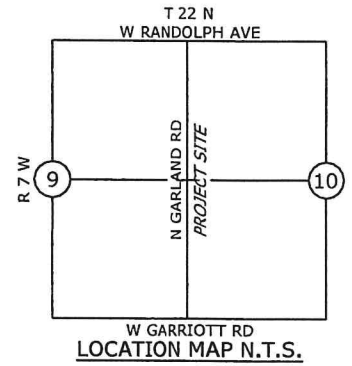
MCE McCLELLAND
CONSULTING
ENGINEERS, INC.

4606 S. GARNETT ROAD, STE 401,
TULSA, OKLAHOMA 74146
(918) 619-6803
HTTP://WWW.MCE.US.COM

1 OF 2

W:\2019\197123 - Enid Garland Rd Garriott Rd To Randolph Ave ROW Exhibit.dwg, PRINTED ON: August 1, 2022 @ 11:35 AM

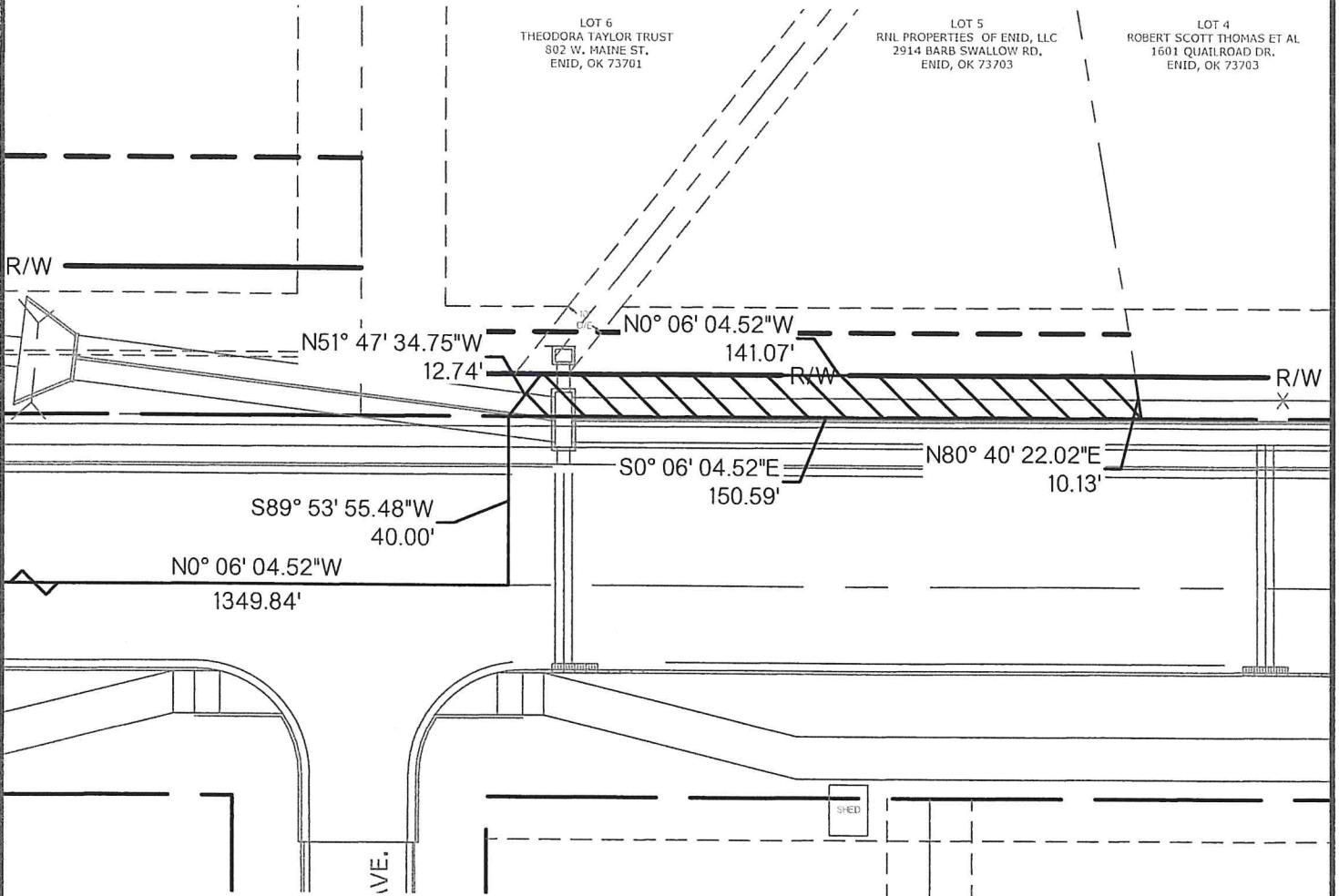
PERMANENT RIGHT OF WAY
4.0 PERM #8
(LOT 5, BLOCK 1
RNL PROPERTIES OF ENID, LLC)



LOT 6
THEODORA TAYLOR TRUST
802 W. MAINE ST.
ENID, OK 73701

LOT 5
RNL PROPERTIES OF ENID, LLC
2914 BARB SWALLOW RD.
ENID, OK 73703

LOT 4
ROBERT SCOTT THOMAS ET AL
1601 QUAILROAD DR.
ENID, OK 73703



GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

DESIGNED BY: DGR	DRAWN BY: DGR
DATE: 8/1/2022	REVISION:
SCALE: 1"=40'	JOB NUMBER: R-2001C
2 OF 2	

EXHIBIT (4.0
PERM #8)

GARLAND RD
WIDENING/RECONSTRUCTION
GARRIOTT RD TO RANDOLPH AVE
ENID, OKLAHOMA

MCE McCLELLAND
CONSULTING
ENGINEERS, INC.
4606 S. GARNETT ROAD, STE 401,
TULSA, OKLAHOMA 74146
(918) 619-6803
HTTP://WWW.MCE.US.COM

W:\2019\197123 - Enid Garland Rd Garriott Rd To Randolph Ave\Survey\Exhibit\Drain\197123 - Enid Garland Rd Garriott Rd To Randolph Ave ROW Exhibit.dwg, PRINTED ON: August 1, 2022 @ 11:35 AM

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

Project #: R-2001R
Parcel #: 4.1

DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

See attached Exhibit "A"

with right of ingress and egress to and from same, for the purpose of installing, constructing, operating, maintaining, and replacing drainage facilities and appurtenances thereon and thereunder.

Grantee is hereby given and granted the exclusive possession of said above described premises for the purposes stated herein, and Grantor, for herself and any heirs, administrators, successors and assigns, agrees that no building, structure, wall or other above ground obstruction will be placed, erected, installed or permitted upon the above described land; and further covenants and agrees that in the event the terms of this paragraph are violated by the Grantor or any person in privy with them, such violation shall be promptly corrected and eliminated upon receipt of notice. Grantee shall also have the right to remove or otherwise eliminate such violation and Grantor or her heirs, administrators, successors and assigns, shall promptly pay the actual cost thereof.

Grantor hereby waives and releases the Grantee from any and all claims for damages or compensation that may be sustained directly or indirectly to the remaining lands of the Grantor, whether now or in the future, arising by reason of the use of the above described property for the purposes stated herein.

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

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 2nd day of November, 2022.



Lori Fuller, Managing member

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
 COUNTY OF GARFIELD)

Before me, the undersigned, a Notary Public, in and for said County and State on this 2nd day of November, 2022, personally appeared, Lori Fuller, Managing member, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

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

(SEAL)



Notary Public

My Commission Number: 99017359

My Commission Expires: 11/3/23

ACCEPTANCE BY THE CITY OF ENID

The foregoing access easement is hereby accepted by the City of Enid, Oklahoma, on this _____ day of _____, 2022.

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

Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

PERMANENT DRAINAGE EASEMENT
4.1 DRAIN #7
(LOT 5, BLOCK 1
RNL PROPERTIES OF ENID, LLC)
EXHIBIT "A"

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION NINE (9) OF TOWNSHIP TWENTY-TWO (22) NORTH AND RANGE SEVEN (7) WEST OF THE INDIAN BASE MERIDIAN (I.B.&M.). ACCORDING TO THE U.S. GOVERNMENT SURVEY, THEREOF, IN THE CITY OF ENID, IN GARFIELD COUNTY, STATE OF OKLAHOMA. SAID PARCEL OF LAND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER (SE/C) OF SECTION 9; THENCE N 00°06'04.52" W FOR A DISTANCE OF 1357.74 FEET; THENCE S 89°53'55.48" W FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE N 51°47'34.75" W FOR A DISTANCE OF 20.39 FEET; THENCE N 00°06'04.52" W FOR A DISTANCE OF 6.37 FEET; THENCE S 51°47'34.75" E FOR A DISTANCE OF 20.39 FEET; THENCE S 00°06'04.52" E FOR A DISTANCE OF 6.37 FEET TO THE POINT OF BEGINNING, CONTAINING 101.95 SQUARE FEET, OR 0.002 ACRES.

DEVIN RANDALL,
PROFESSIONAL ENGINEER
OKLAHOMA PE # 32022
MCCLELLAND CONSULTING ENGINEERS, INC.



08/01/2022

DESIGNED BY: DGR	DRAWN BY: DGR
DATE: 8/1/2022	REVISION:
SCALE:	JOB NUMBER: R-2001C

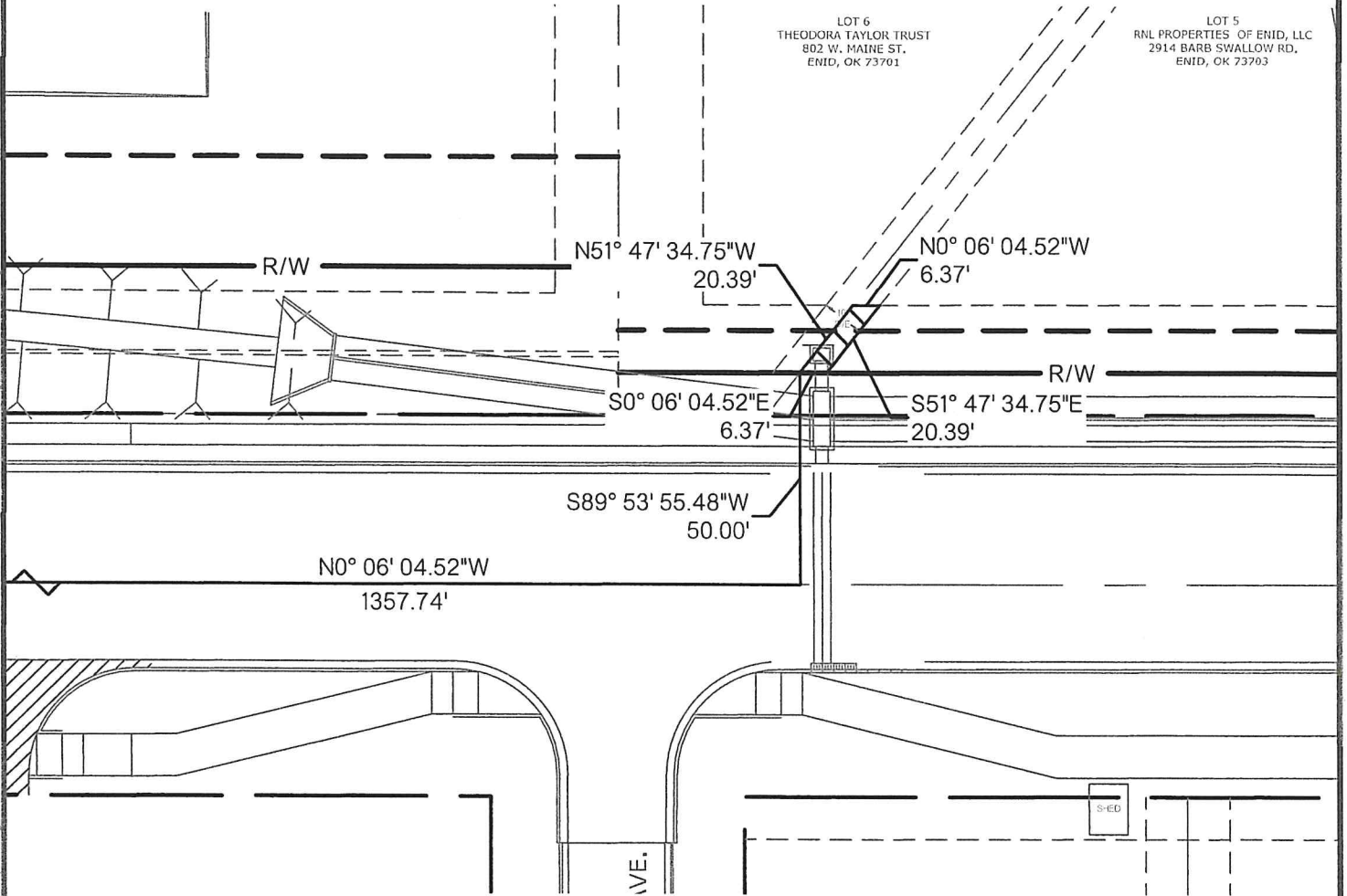
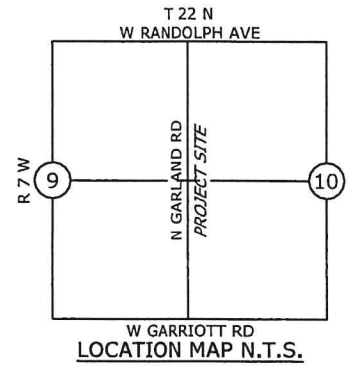
1 OF 2

DESCRIPTION
(4.1 DRAIN
#7)

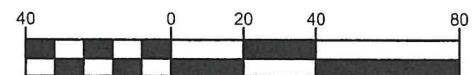
GARLAND RD
WIDENING/RECONSTRUCTION
GARRIOTT RD TO RANDOLPH AVE
ENID, OKLAHOMA

MCE McCLELLAND
CONSULTING
ENGINEERS, INC.
4606 S. GARNETT ROAD, STE 401,
TULSA, OKLAHOMA 74146
(918) 619-6803
HTTP://WWW.MCE.US.COM

PERMANENT DRAINAGE EASEMENT
4.1 DRAIN #7
(LOT 5, BLOCK 1
RNL PROPERTIES OF ENID, LLC)



GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

DESIGNED BY: DGR	DRAWN BY: DGR
DATE: 8/1/2022	REVISION:
SCALE: 1"=40'	JOB NUMBER: R-2001C

2 OF 2

EXHIBIT (4.1
DRAIN #7)

GARLAND RD
WIDENING/RECONSTRUCTION
GARRIOTT RD TO RANDOLPH AVE
ENID, OKLAHOMA

MCE McCLELLAND
CONSULTING
ENGINEERS, INC.
4606 S. GARNETT ROAD, STE 401,
TULSA, OKLAHOMA 74146
(918) 619-6803
HTTP://WWW.MCE.US.COM

TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT RNL Properties of Enid, LLC, of Garfield County, State of Oklahoma, for and in consideration of the sum of TEN DOLLARS (\$ 10.00) and other good, and valuable considerations, has/have granted, to the City of Enid, a temporary easement over the following described land, to-wit:

Legal Description:

See EXHIBIT "A"

The sole purpose of this easement is to grant the City of Enid, the right to additional workspace on the above described tract of land, and includes the right to use and remove any and all sand, rock, dirt, gravel and other road building materials from the above described tract of land.

It is a condition of this easement that it shall not be filed for record and that all rights conveyed to the City of Enid by this instrument shall terminate upon completion of construction of the highway project.

Grantor(s) hereby covenant(s) and warrant(s) that at the time of execution of this easement, they are owner(s) in fee simple of the above described tract.

We the undersigned owner(s) hereby designate and appoint the LLC as agent to execute the claim and receive the compensation herein named for said right-of-way.

IN WITNESS WHEREOF, the grantor(s) herein named has/have hereunto set my/our hand(s) and seal(s) this the 2nd day of Nov, 2022.

RNL Properties of Enid, LLC

Lori Fuller, Property Manager
Name/Title:

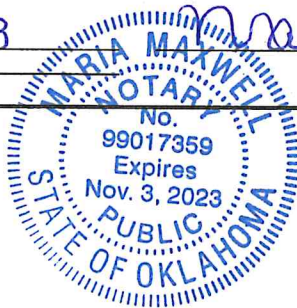
State of Oklahoma)
Garfield County.) §

Before me, A notary public in and for this State, on this 2nd day of November, 2022, personally appeared Lori Fuller to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its managing member, and acknowledged to me that she executed the same as her free and voluntary act and deed, and as the free and voluntary act and deed of the LLC, for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission expires: 11/3/23
Commission No. 99017359

Maria Maxwell
Notary Public



TEMPORARY CONSTRUCTION EASEMENT
4.2 TCE #9
(LOT 5, BLOCK 1
RNL PROPERTIES OF ENID, LLC)
EXHIBIT "A"

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION NINE (9) OF TOWNSHIP TWENTY-TWO (22) NORTH AND RANGE SEVEN (7) WEST OF THE INDIAN BASE MERIDIAN (I.B.&M.). ACCORDING TO THE U.S. GOVERNMENT SURVEY, THEREOF, IN THE CITY OF ENID, IN GARFIELD COUNTY, STATE OF OKLAHOMA. SAID PARCEL OF LAND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER (SE/C) OF SECTION 9; THENCE N 00°06'04.52" W FOR A DISTANCE OF 1357.74 FEET; THENCE S 89°53'55.48" W FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE N 51°47'34.75" W FOR A DISTANCE OF 12.74 FEET; THENCE N 00°06'04.52" W FOR A DISTANCE OF 131.54 FEET; THENCE N 80°40'22.02" E FOR A DISTANCE OF 10.13 FEET; THENCE S 00°06'04.52" E FOR A DISTANCE OF 141.07 FEET TO THE POINT OF BEGINNING, CONTAINING 1363.04 SQUARE FEET, OR 0.03 ACRES.

DEVIN RANDALL,
PROFESSIONAL ENGINEER
OKLAHOMA PE # 32022
MCCLELLAND CONSULTING ENGINEERS, INC.



08/01/2022

DESIGNED BY: DGR	DRAWN BY: DGR
DATE: 8/1/2022	REVISION:
SCALE:	JOB NUMBER: R-2001C

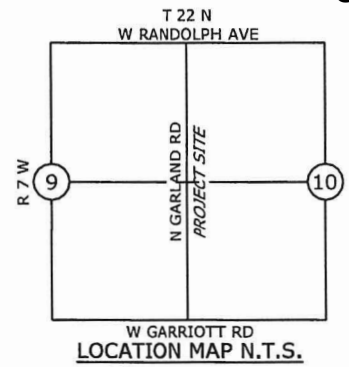
1 OF 2

DESCRIPTION
(4.2 TCE #9)

GARLAND RD
WIDENING/RECONSTRUCTION
GARRIOTT RD TO RANDOLPH AVE
ENID, OKLAHOMA

MCE **MCCLELLAND**
CONSULTING
ENGINEERS, INC.
4606 S. GARNETT ROAD, STE 401,
TULSA, OKLAHOMA 74146
(918) 619-6803
HTTP://WWW.MCE.US.COM

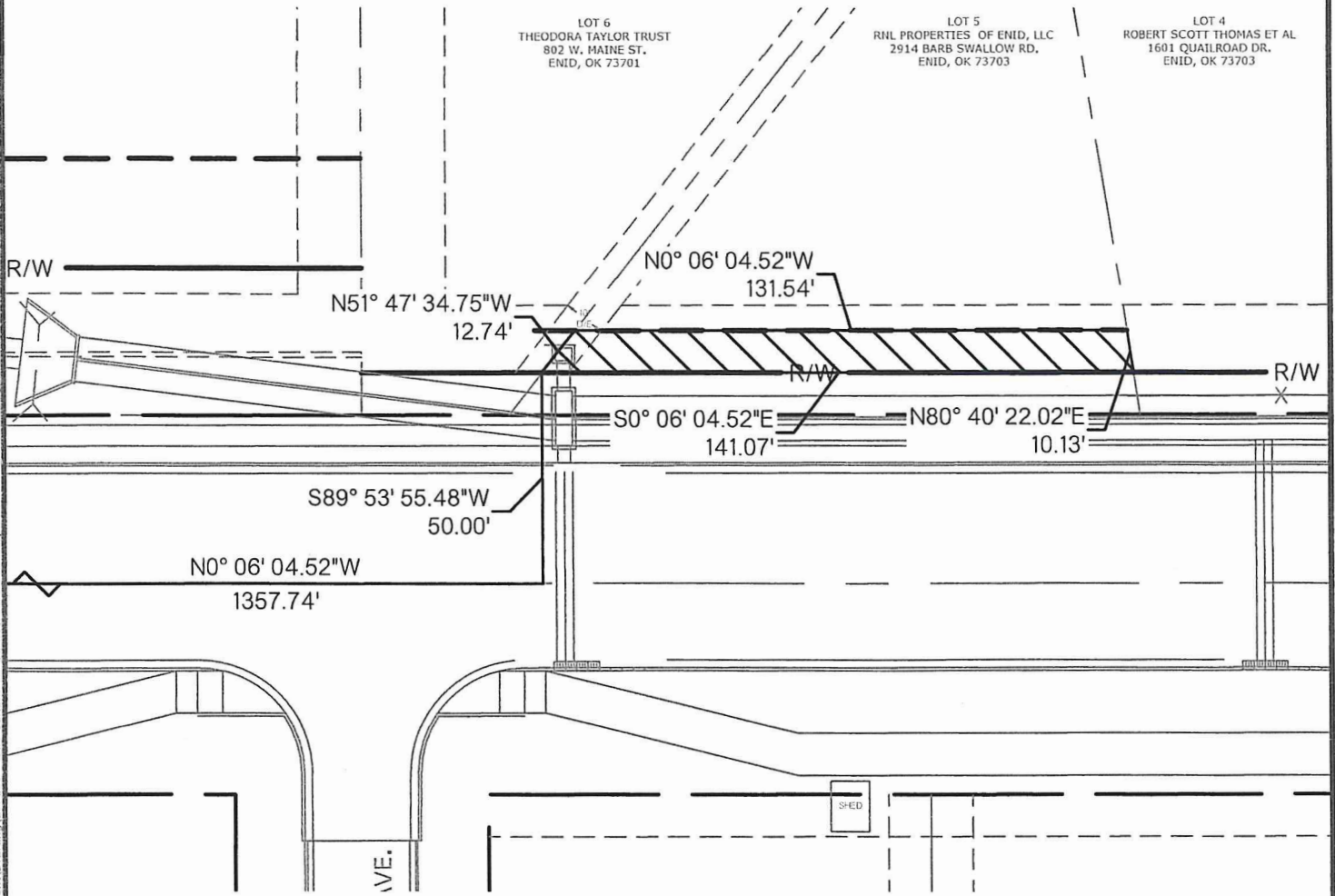
TEMPORARY CONSTRUCTION EASEMENT
4.2 TCE #9
(LOT 5, BLOCK 1
RNL PROPERTIES OF ENID, LLC)



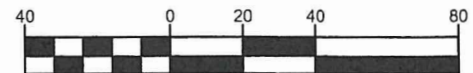
LOT 6
THEODORA TAYLOR TRUST
802 W. MAINE ST.
ENID, OK 73701

LOT 5
RNL PROPERTIES OF ENID, LLC
2914 BARB SWALLOW RD.
ENID, OK 73703

LOT 4
ROBERT SCOTT THOMAS ET AL
1601 QUAILROAD DR.
ENID, OK 73703



GRAPHIC SCALE



(IN FEET)

1 inch = 40 ft.

DESIGNED BY:
DGR

DRAWN BY:
DGR

DATE:
8/1/2022

REVISION:

SCALE:
1"=40'

JOB NUMBER:
R-2001C

2 OF 2

EXHIBIT (4.2
TCE #9)

GARLAND RD
WIDENING/RECONSTRUCTION
GARRIOTT RD TO RANDOLPH AVE
ENID, OKLAHOMA

MCE McCLELLAND
CONSULTING
ENGINEERS, INC.

4606 S. GARNETT ROAD, STE 401,
TULSA, OKLAHOMA 74146
(918) 619-6803
HTTP://WWW.MCE.US.COM

01022



AGENDA ITEM REPORT

Meeting Date: December 20, 2022

Staff Contact: Jason Unruh, City Engineer

Department: Engineering

Subject: Accept an Easement for Public Highway for Parcel No. 7.0 from Ted Jay Robinson, Enid, Oklahoma, for Project No. R-2001R - Garland Road from Owen K. Garriott Road to Randolph Avenue Widening Reconstruction, approve payment in the amount of \$900.00; and authorize the Mayor to execute necessary documents.

Background:

This item accepts an easement for a public highway, as part of the project that will widen Garland Road from West Owen K. Garriott Road to West Randolph Avenue. The City's offer of \$900.00 has been accepted by Ted Jay Robinson, sole trustee of the Ted Jay Robinson Living Trust, the property owner.

The legal description for the right of way is:

A tract of land located in the Southeast Quarter (SE/4) of Section Nine (9) of Township Twenty-Two (22) North and Range Seven (7) West of the Indian Meridian according to the U.S. Government Survey, thereof, in the City of Enid, In Garfield County, State of Oklahoma. Said Parcel of land being further described in Exhibit "A".

Fiscal Impact:

Budgeted: Y
Amount: \$900.00
Account: 40-405-9222

Attachments:

[Ted Jay Robinson](#)



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

www.enid.org

PROJECT: R-2001R
COUNTY: Garfield
PARCEL NO.: 7.0

SETTLEMENT AGREEMENT

The City of Enid, hereinafter referred to as "BUYER", and Ted Jay Robinson, sole trustee of the Ted Jay Robinson Living Trust, UTD April 7, 2009, Owner(s) of property described as a parcel of land lying in part of the SE ¼ of Section 9, Township 22N, Range 7W, and hereinafter referred to as "SELLER" have agreed on a Settlement Agreement for the purchase of an Easement(s) of said property known as Parcel # 7 ~~X~~ for a sum of \$900.00. Improvements taken: N/A and Damages taken: N/A. Said property is needed for use of the City of Enid, R-2001R, Garland Road Improvement Project.

NOTE: It is understood and agreed that this administrative settlement is in the public's best interest to avoid or mitigate condemnation proceedings by settlement out of court and is not based on increased land values.

BUYER and SELLER agree:

It is understood and agreed that there is not a mortgage with N/A and no tax liens or any other known liens on the above referenced property.

SELLER will execute the following: a Permanent Easement known as Parcel # 7.0, for 600 SF.

The signed instrument will be submitted to BUYER for preparation of Payment totaling \$900.00 (RD) issued to the property owners known as Ted Jay Robinson, sole trustee of the Ted Jay Robinson Living Trust, UTD April 7, 2009.

BUYER will mail Payment to the following address:

Ted Jay Robinson, sole trustee of the Ted Jay Robinson Living Trust, UTD April 7, 2009,

~~3104 Del Rey Ave.~~
~~Carlsbad, Cali 92009~~

735 Hatfield Dr.
San Marcos, CA 92078

Maria Maxwell
Agent: Maria Maxwell Date 10/19/22

Ted Jay Robinson 10/13/22
Ted Jay Robinson, ~~Sole~~ Trustee Date



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

www.enid.org

Project: R-2001R
 County: Garfield
 Parcel #: 7.0

CONSENT OF OWNERS RIGHT OF ENTRY

I/We, Ted Jay Robinson, Sole Trustee of The Ted Jay Robinson Living Trust UTD April 7, 2009, on this 13 Day of Oct. 2022.

Legal Description:

EXHIBIT "A"

The undersigned owner(s) of said land hereby do/does give permission to, City of Enid, its officers, agents, contractors, and employees, whose address is 401 West Owen K. Garriott Rd, PO Box 1768, Enid, Oklahoma, 73702.

to enter upon said land(s) for the purpose of:

Surveying, Tree Brush and Grass Removal, Relocating and Maintain Utilities, Providing a safe work area for construction and all construction activities necessary to complete the project.

Other terms or comments: _____

Authorized occupant/Owner(s):

Ted Jay Robinson
 Ted Jay Robinson, ~~Sole~~ Trustee

SUBSCRIBED and sworn to before me this 13 day of October, 2022.

 Notary Public

My commission expires: _____

My Commission No: _____

(SEAL)

See Attachment

EASEMENT for Public Highway

KNOW ALL MEN BY THESE PRESENTS:

THAT Ted Jay Robinson, Sole Trustee of The Ted Jay Robinson Living Trust UTD April 7, 2009, of Garfield County, State of Oklahoma, hereinafter called the Grantors (whether one or more), for and in consideration of the sum of Ten Dollar (\$10.00) and other good, valuable and sufficient considerations, do hereby grant, bargain, sell, convey and dedicate unto the City of Enid hereinafter called the Grantee, a perpetual easement over, under, and across the following described lots or parcels of land, to-wit:

Legal Description:

See EXHIBIT "A"

For the same considerations hereinbefore recited, this easement is granted for the purpose of enabling said Grantee, its offices, agents, contractors, and employees, now or at any time in perpetuity and at its discretion, to go upon, construct, build, maintain, and regulate a public highway of facilities necessary and incidental thereto, including the airspace above and removal of and all dirt, rock, gravel, sand and other road building materials, reserving and excepting unto said Grantors the mineral rights therein provided, however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land for the purposes herein granted; and reserving unto said Grantors the right of ingress and egress to said public highway from the remaining lands of the Grantors.

To have and to hold said above described premises unto the said City of Enid free, clear and discharged from any and all claims of damages or injury that may be sustained directly or indirectly to the remaining lands of the Grantors by reason of the construction and maintenance of a public highway and all highway excavations, embankments, structures, bridges, drains, sight distance of safety areas and other facilities that may now or hereafter be, in the discretion of the grantee, necessary for the construction and maintenance of a public highway and incidental facilities over, across or along the above described tract of land; the supervision and control of said public highway to be in such municipality, county or other agency of the City of Enid as has or may have jurisdiction thereof by the laws of the State of Oklahoma; and said Grantee, its officers, agents, contractors and employees are hereby granted free access to said property for the purpose of entering upon, constructing, maintaining or regulating the use of said public highway and incidental facilities.

Said Grantors hereby covenant and warrant that at the time of delivery of these presents they are the owners in fee simple of the above described premises and that same are free and clear of all liens and claims whatsoever, except N/A.

The undersigned Grantors hereby designate and appoint the Trust, as agent to execute the claim and receive the compensation herein named.

IN WITNESS WHEREOF, the grantor(s) herein named has/have hereunto set my/our hand(s) and seal(s) this the 13 day of October, 2022.

Ted Jay Robinson
Ted Jay Robinson, Sole Trustee

State of Oklahoma)
) §
____ County.)

Before me, A notary public in and for this State, on this _____ day of _____, 2022, personally appeared Ted Jay Robinson to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Sole Trustee, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of the _____ Trust _____, for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission expires: _____
Commission No. _____

See Attachment
Notary Public

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of SAN DIEGO)

On 10/13/2022 before me, FAZIL YALCIN, NOTARY PUBLIC
(insert name and title of the officer)

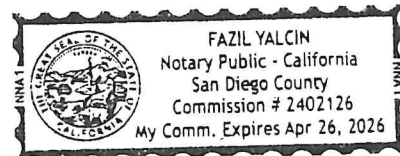
personally appeared TED J ROBINSON,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Fazil Yalcin

(Seal)



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of SAN DIEGO

Subscribed and sworn to (or affirmed) before me on this 13TH
day of OCTOBER, 2022, by TED J ROBINSON

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

Fazil Yalcin

PERMANENT RIGHT OF WAY
7.0 PERM #12
(LOT 2, BLOCK 1
TED JAY ROBINSON TRUST)
EXHIBIT "A"

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION NINE (9) OF TOWNSHIP TWENTY-TWO (22) NORTH AND RANGE SEVEN (7) WEST OF THE INDIAN BASE MERIDIAN (I.B.&M.). ACCORDING TO THE U.S. GOVERNMENT SURVEY, THEREOF, IN THE CITY OF ENID, IN GARFIELD COUNTY, STATE OF OKLAHOMA. SAID PARCEL OF LAND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER (SE/C) OF SECTION 9; THENCE N 00°06'04.52" W FOR A DISTANCE OF 1632.43 FEET; THENCE S 89°53'55.48" W FOR A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE N 89°57'15.91" W FOR A DISTANCE OF 10.00 FEET; THENCE N 00°06'04.52" W FOR A DISTANCE OF 60.00 FEET; THENCE S 89°57'15.91" E FOR A DISTANCE OF 10.00 FEET; THENCE S 00°06'04.52" E FOR A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING, CONTAINING 600.00 SQUARE FEET, OR 0.01 ACRES.

DEVIN RANDALL,
PROFESSIONAL ENGINEER
OKLAHOMA PE # 32022
MCCLELLAND CONSULTING ENGINEERS, INC.



08/01/2022

DESIGNED BY: DGR	DRAWN BY: DGR
DATE: 8/1/2022	REVISION:
SCALE:	JOB NUMBER: R-2001C

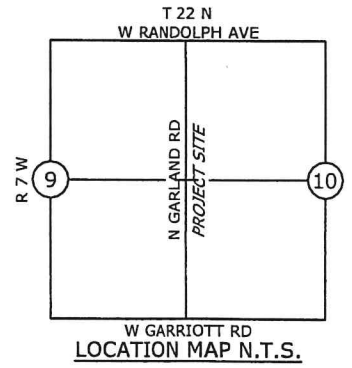
1 OF 2

DESCRIPTION
(7.0 PERM
#12)

GARLAND RD
WIDENING/RECONSTRUCTION
GARRIOTT RD TO RANDOLPH AVE
ENID, OKLAHOMA

MCE **MCCLELLAND**
CONSULTING
ENGINEERS, INC.
4606 S. GARNETT ROAD, STE 401,
TULSA, OKLAHOMA 74146
(918) 619-6803
HTTP://WWW.MCE.US.COM

PERMANENT RIGHT OF WAY
7.0 PERM #12
(LOT 2, BLOCK 1
TED JAY ROBINSON TRUST)



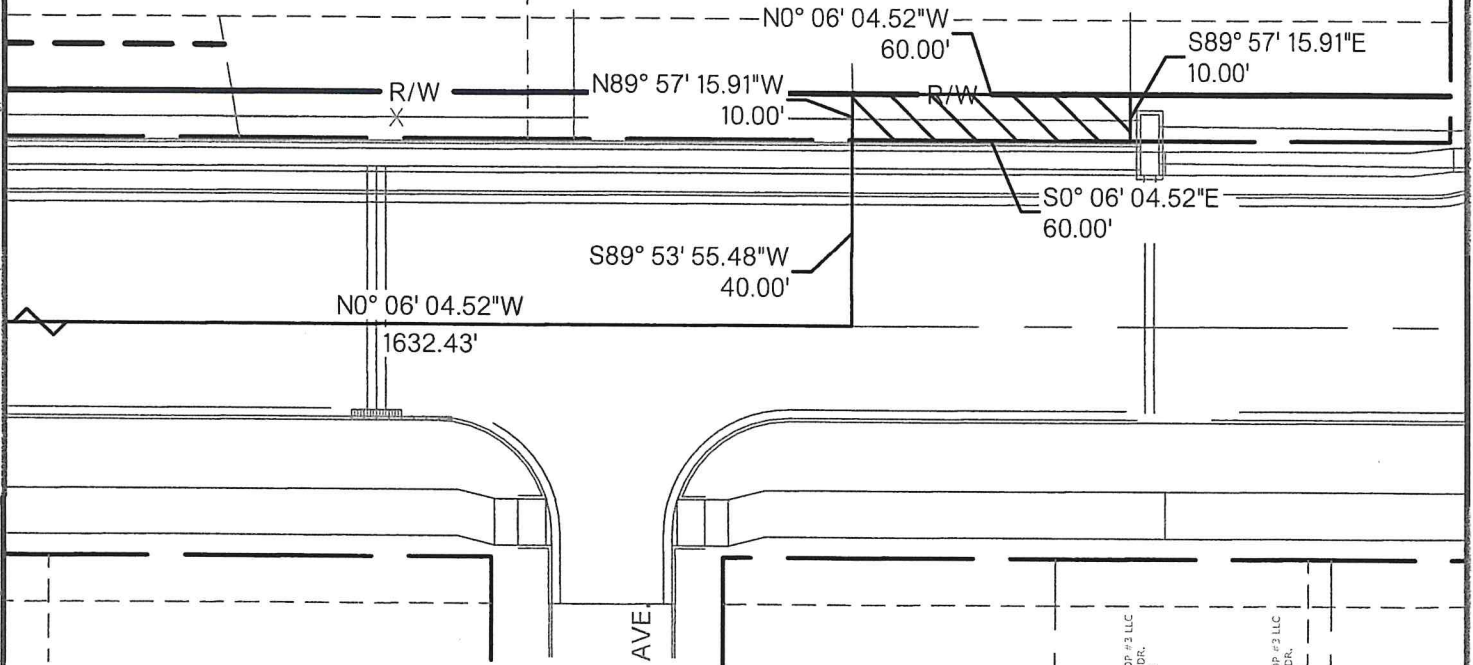
LOT 5
ERTIES OF ENID, LLC
ARB SWALLOW RD.
ENID, OK 73703

LOT 4
ROBERT SCOTT THOMAS ET AL
1601 QUAILROAD DR.
ENID, OK 73703

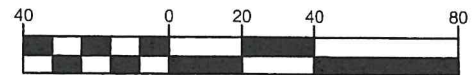
LOT 3
M&N INVESTMENTS, LLC
3206 REDBIRD LN.
ENID, OK 73703

LOT 2
TED JAY ROBINSON TRUST
706 W. MAINE ST.
ENID, OK 73703

LOT 1
CDG PROPERTIES, LLC
7125 LONG BRANCH
ENID, OK 73703



GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

DESIGNED BY:
DGR

DRAWN BY:
DGR

DATE:
8/1/2022

REVISION:

SCALE:
1"=40'

JOB NUMBER:
R-2001C

2 OF 2

EXHIBIT (7.0
PERM #12)

GARLAND RD
WIDENING/RECONSTRUCTION
GARRIOTT RD TO RANDOLPH AVE
ENID, OKLAHOMA

MCE McCLELLAND
CONSULTING
ENGINEERS, INC.
4606 S. GARNETT ROAD, STE 401,
TULSA, OKLAHOMA 74146
(918) 619-6803
HTTP://WWW.MCE.US.COM

02022

PURCHASE ORDER CLAIMS LIST

12/20/2022

FUND 10 DEPT 000 - N.A.

01-01338	J & P SUPPLY, INC.	PO0178845	NITRILE GLOVES/ST	\$26.64
01-01783	JP MORGAN CHASE	PO0178815	CHASE PAYMENT	\$366.00
01-02082	AT&T MOBILITY	PO0178937	MONTHLY SERVICE 11/22	\$5,174.62
01-03030	OKLAHOMA UNIFORM BUILDING CODE	PO0178970	OUBCC FEES 7/22	\$740.00
01-03661	RK BLACK, INC.	PO0178904	MONTHLY SERVICE 11/22	\$878.68
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0179030	MONTHLY SERVICE 11/22	\$199.55
01-06019	FLAMING AUTO SUPPLY CO., INC.	PO0178832	ELECTRICAL TAPE/ST	\$27.60
01-06679	SYMMETRY ENERGY SOLUTIONS, LLC	PO0179031	MONTHLY SERVICE 11/22	\$5,436.76
01-06790	EARNHEART CRESCENT, LLC	PO0178836	DIESEL/ST	\$16,143.54
01-06790	EARNHEART CRESCENT, LLC	PO0178837	UNLEADED/ST	\$6,256.83
01-06790	EARNHEART CRESCENT, LLC	PO0178903	UNLEADED/ST	\$6,035.52
01-06790	EARNHEART CRESCENT, LLC	PO0178903	DIESEL/ST	\$9,336.60
01-06790	EARNHEART CRESCENT, LLC	PO0178908	UNLEADED/ST	\$5,094.82
01-06790	EARNHEART CRESCENT, LLC	PO0178909	DIESEL/ST	\$7,546.00
01-06790	EARNHEART CRESCENT, LLC	PO0178910	COOLANT/ST	\$2,222.64
01-06790	EARNHEART CRESCENT, LLC	PO0178913	DE-ICER/ST	\$1,126.44
01-15125	OK GAS & ELECTRIC	PO0178879	MONTHLY SERVICE 11/22	\$49,720.22
01-15125	OK GAS & ELECTRIC	PO0178938	MONTHLY SERVICE 11/22	\$1,001.54
N.A. TOTAL				\$117,334.00

FUND 10 DEPT 100 - ADM. SERVICES

01-01783	JP MORGAN CHASE	PO0178814	CHASE PAYMENT	\$1,368.83
01-01783	JP MORGAN CHASE	PO0178815	CHASE PAYMENT	\$2,412.32
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0178996	JANITORIAL SERVICE 11/22	\$1,488.75
01-05112	BOX TALENT, INC.	PO0178949	2022 CHRISTMAS PARTY	\$1,550.00
01-05134	ENID NEWS & EAGLE	PO0178956	PUBLICATIONS	\$2,500.00
01-06045	STRIDE BANK CENTER	PO0178998	AIR FORCE BALL TICKETS (16)	\$880.00
01-06790	EARNHEART CRESCENT, LLC	PO0178905	EMERGENCY GENERATOR DIESEL	\$2,052.35
01-13089	MERRIFIELD OFFICE SUPPLY	PO0178853	PRINTER CARTRIDGES (2)	\$243.52
01-35300	UNIFIRST, INC.	PO0165055	5 YR SHOP MAT/MOP/TOWEL SERVICE	\$84.14
01-36830	MAIN STREET ENID, INC.	PO0179008	ICE RINK FUNDING 12/22	\$7,500.00
ADM. SERVICES TOTAL				\$20,079.91

FUND 10 DEPT 110 - HUMAN RESOURCES

01-01783	JP MORGAN CHASE	PO0178814	CHASE PAYMENT	\$112.33
01-01783	JP MORGAN CHASE	PO0178815	CHASE PAYMENT	\$484.00
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0179030	MONTHLY SERVICE 11/22	\$41.71
01-06442	INTEGRIS MEDICAL GROUP-OCCUPATIONAL	PO0178843	DRUG SCREENS	\$355.00
01-07029	HR DIRECT	PO0178835	PERFORMANCE/PAYROLL/EMPLOYEE FOLDERS	\$787.77
HUMAN RESOURCES TOTAL				\$1,780.81

FUND 10 DEPT 120 - LEGAL SVCS.

01-01255	INDEPENDENT MEDICAL EXAMS	PO0178890	WC/MEDICAL	\$70.40
01-03701	TYLER TECHNOLOGIES, INC.	PO0179004	CITATION SUBSCRIPTION 10/22	\$866.97
01-04076	WILLIAMS, MICHAEL D	PO0178892	WC/MILEAGE REIMB	\$88.00
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0179030	MONTHLY SERVICE 11/22	\$35.58
01-05420	THOMSON REUTERS	PO0178999	SOFTWARE SUBSCRIPTION 12/22	\$441.74
01-05551	BLANCHARD LAW FIRM, P.C.	PO0178894	WC/ATTORNEY FEE	\$150.00
01-05641	OMNIGO SOFTWARE	PO0178983	ANNUAL SOFTWARE SUPPORT	\$1,489.99
01-05966	ZOOM DIAGNOSTIC IMAGING, LLC	PO0178896	WC/MEDICAL	\$363.90
01-06655	INTEGRIS JIM THORPE REHABILITATION	PO0178891	WC/MEDICAL	\$188.55
01-15007	OK MUNICIPAL LEAGUE, INC.	PO0178981	ANNUAL DUES RENEW/V BURCHARDT	\$25.00
01-15029	OK BAR ASSOCIATION	PO0178861	ANNUAL DUES RENEW (2)	\$605.00
01-33380	OPFER, DAVID	PO0178810	WC/MEDICAL	\$317.36
01-33380	OPFER, DAVID	PO0178870	WC/MEDICAL	\$317.36
LEGAL SVCS. TOTAL				\$4,959.85

FUND 10 DEPT 140 - SAFETY

01-01783	JP MORGAN CHASE	PO0178814	CHASE PAYMENT	\$339.52
01-06442	INTEGRIS MEDICAL GROUP-OCCUPATIONAL	PO0178882	DRUG SCREENS (12)	\$1,235.00
SAFETY TOTAL				\$1,574.52

FUND 10 DEPT 150 - COMMUNICATIONS

01-01783	JP MORGAN CHASE	PO0178814	CHASE PAYMENT	\$221.71
01-01783	JP MORGAN CHASE	PO0178815	CHASE PAYMENT	\$424.80
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0178996	JANITORIAL SERVICE 11/22	\$70.00
01-05939	GRANICUS, LLC	PO0178813	ANNUAL WEBSITE HOSTING RENEW	\$13,127.47
COMMUNICATIONS TOTAL				\$13,843.98

FUND 10 DEPT 200 - GENERAL GOVERNMENT

01-02656	ROGGOW CONSULTING	PO0176566	CONSULTING SERVICE FY22-23	\$4,000.00
01-05134	ENID NEWS & EAGLE	PO0178928	PUBLICATIONS	\$101.45
01-06230	CONNER & WINTERS, LLP	PO0179022	PROFESSIONAL LEGAL SERVICE	\$6,642.55
01-07085	GREATER ENID CHAMBER OF COMMERCE	PO0178990	2023 ENID DAY AT CAPITOL	\$500.00
01-15125	OK GAS & ELECTRIC	PO0178938	MONTHLY SERVICE 11/22	\$29.62
01-36830	MAIN STREET ENID, INC.	PO0176562	LOCAL PROGRAM FUNDING 12/22	\$8,333.00
01-39700	GARFIELD CO. LEGAL NEWS	PO0178931	PUBLICATIONS	\$59.90
01-42400	AT & T	PO0178936	MONTHLY SERVICE 11/22	\$595.83
01-50710	OK MUNICIPAL ASSURANCE GROUP	PO0178885	ANNUAL TREASURER'S BOND RENEW	\$315.00
01-80352	STERLING CODIFIERS, INC.	PO0178912	ANNUAL WEB HOSTING 1/23-12/23	\$500.00
GENERAL GOVERNMENT TOTAL				\$21,077.35

FUND 10 DEPT 210 - ACCOUNTING

01-00085	PITNEY BOWES	PO0178902	INK CARTRIDGE	\$246.49
01-01783	JP MORGAN CHASE	PO0178815	CHASE PAYMENT	\$77.23
01-07172	BKD, LLP	PO0175116	2021-2022 AUDIT SERVICE	\$45,000.00
01-49880	DELL MARKETING, LP	PO0178650	COMPUTERS (2)	\$3,240.80
ACCOUNTING TOTAL				\$48,564.52

FUND 10 DEPT 220 - RECORDS & RECEIPTS

01-01783	JP MORGAN CHASE	PO0178814	CHASE PAYMENT	\$207.00
RECORDS & RECEIPTS TOTAL				\$207.00

FUND 10 DEPT 250 - INFORMATION TECHNOLOGY

01-01783	JP MORGAN CHASE	PO0178814	CHASE PAYMENT	\$344.28
01-01783	JP MORGAN CHASE	PO0178815	CHASE PAYMENT	\$580.00
01-05384	CORE & MAIN LP	PO0178824	CONNECTORS	\$65.00
INFORMATION TECHNOLOGY TOTAL				\$989.28

FUND 10 DEPT 300 - COMMUNITY DEVELOPMENT

01-01783	JP MORGAN CHASE	PO0178814	CHASE PAYMENT	\$148.94
COMMUNITY DEVELOPMENT TOTAL				\$148.94

FUND 10 DEPT 350 - CODE ADMIN

01-01783	JP MORGAN CHASE	PO0178815	CHASE PAYMENT	\$546.00
01-06019	FLAMING AUTO SUPPLY CO., INC.	PO0179023	V730 FILTER	\$4.44
01-07192	GALVAN, EDGAR DANIEL	PO0178833	MOW/CLEAN UP/3210 HIGHLAND DR	\$860.00
01-07203	OSA SERVICES	PO0178926	CLEAN UP/214 S COOLIDGE	\$45.00
CODE ADMIN TOTAL				\$1,455.44

FUND 10 DEPT 400 - ENGINEERING

01-01783	JP MORGAN CHASE	PO0178814	CHASE PAYMENT	\$655.00
01-01783	JP MORGAN CHASE	PO0178815	CHASE PAYMENT	\$225.98
01-06792	ALLTERRA CENTRAL, INC.	PO0178373	ANNUAL SURVEY RTX SUBSCRIPTION	\$1,995.00
ENGINEERING TOTAL				\$2,875.98

FUND 10 DEPT 700 - PUBLIC WORKS MGMT

01-01338	J & P SUPPLY, INC.	PO0178845	FRAGRANCE REFILLS	\$72.54
01-01783	JP MORGAN CHASE	PO0178814	CHASE PAYMENT	\$509.52
01-01783	JP MORGAN CHASE	PO0178815	CHASE PAYMENT	\$181.32
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0179020	V343 RUBBER TRACK	\$2,100.71
01-04129	OK DEPT. OF CORRECTIONS	PO0178842	INMATE MEALS (8)	\$540.00
01-05005	ENID CONCRETE CO., INC.	PO0178866	CONCRETE	\$816.00
01-06019	FLAMING AUTO SUPPLY CO., INC.	PO0179023	TOWELS/BUCKET	\$11.97
01-06019	FLAMING AUTO SUPPLY CO., INC.	PO0179023	V653 PLUGS (2)	\$24.99
01-19165	STEVENS FORD, INC.	PO0178997	V639 ELECTRICAL/WIRING REPAIR	\$276.10
01-19165	STEVENS FORD, INC.	PO0178997	V109 HOSE	\$111.67
01-19165	STEVENS FORD, INC.	PO0179026	V109 HOSE	\$35.16
01-35300	UNIFIRST, INC.	PO0165056	5 YR SHOP MAT/MOP/TOWEL SERVICE	\$26.53
01-80153	KINNUNEN, INC.	PO0178973	SAW/BLADES/CEMENT/RAKE	\$1,541.10
PUBLIC WORKS MGMT TOTAL				\$6,247.61

FUND 10 DEPT 710 - FLEET MGMT

01-01783	JP MORGAN CHASE	PO0178814	CHASE PAYMENT	\$72.66
01-01783	JP MORGAN CHASE	PO0178815	CHASE PAYMENT	\$959.36
01-02243	BB MACHINE & SUPPLY, INC.	PO0178948	V628 D-LINK	\$7.33
01-04702	NTTA	PO0179013	V635 TOLLS	\$13.20
01-05320	SKYBITZ TANK MONITORING CORP	PO0179012	TANK MONITORING SERVICE 12/22	\$120.00
01-06019	FLAMING AUTO SUPPLY CO., INC.	PO0179023	PAINT PENS/Socket	\$50.19
01-07106	GRAND TRUCK EQUIPMENT	PO0178962	V628 SYNC REMOTE/INSTALL	\$3,205.04
01-07253	GE SOFTWARE, INC.	PO0178862	ET VPN ROUTER	\$1,652.20
01-13017	MUNN SUPPLY, INC.	PO0178994	ANNUAL CYLINDER RENTAL	\$210.00
01-13223	M&M SUPPLY COMPANY	PO0178976	BANDING MATERIAL	\$598.73
01-15132	O'REILLY AUTO PARTS, INC.	PO0178984	BRAKE ROTOR/CALIPER TOOL	\$39.99
01-15132	O'REILLY AUTO PARTS, INC.	PO0178984	V638 CAMSHAFT SENSOR	\$57.35
01-20097	TOPS & STRIPES, INC.	PO0179000	V622 BED COVER	\$1,550.00
01-30830	LOCKE SUPPLY, INC.	PO0178974	FAUCET REPAIR FITTINGS	\$16.97
01-35300	UNIFIRST, INC.	PO0179005	UNIFORM RENTALS (8)	\$72.41
01-35300	UNIFIRST, INC.	PO0165060	5 YR SHOP MAT/MOP/TOWEL SERVICE	\$53.36
01-56300	TRUCK PRO, INC.	PO0179003	V619 BATTERY CABLE/BRAKE FITTINGS	\$198.15
01-59360	FASTENAL COMPANY	PO0178957	FASTENERS/BIN STOCK	\$355.89
01-80153	KINNUNEN, INC.	PO0178973	RAIN SUIT	\$23.49
01-80153	KINNUNEN, INC.	PO0178973	BOTTLED WATER (PALLET)	\$365.40
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0178940	LIGHT BULBS/HOOKS	\$33.95
FLEET MGMT TOTAL				\$9,655.67

FUND 10 DEPT 730 - PARKS & RECREATION

01-00792	ULINE, INC.	PO0178857	SAFETY FENCE	\$1,422.44
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0178818	METAL TUBING/FLAT IRON/CITP	\$349.38
01-01517	LAVICKY SAND COMPANY, INC.	PO0178883	TOP SOIL	\$301.99
01-01783	JP MORGAN CHASE	PO0178814	CHASE PAYMENT	\$887.16
01-01783	JP MORGAN CHASE	PO0178815	CHASE PAYMENT	\$3,296.81
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0179030	MONTHLY SERVICE 11/22	\$35.00
01-05005	ENID CONCRETE CO., INC.	PO0178827	CONCRETE/HVAC/MEADOWLAKE CONCESSION	\$464.63
01-05005	ENID CONCRETE CO., INC.	PO0178827	CONCRETE	\$724.51
01-05506	BROWER INC.	PO0179015	PORTABLE TOILET RENT 10/22-11/22	\$3,256.20
01-05506	BROWER INC.	PO0179024	PORTABLE TOILET RENTAL 9/22	\$793.30
01-05831	FEW, RONNIE J	PO0178855	TREE REMOVAL	\$1,990.00
01-06019	FLAMING AUTO SUPPLY CO., INC.	PO0179023	V547/V599 FILTERS (2)	\$18.90
01-06996	OGLEBAY RESORT & CONFERENCE CTR	PO0179021	PARK MAINT MGMT CLASS (2)	\$4,103.41
01-13223	M&M SUPPLY COMPANY	PO0178976	BANDING MATERIAL	\$598.73
01-15061	OK CORRECTIONAL INDUST.	PO0178980	MEADOWLAKE PARK BENCHES (2)	\$1,154.00

01-15132	O'REILLY AUTO PARTS, INC.	PO0178984	V556 FILTER	\$18.16
01-19047	AT & T	PO0178943	MONTHLY SERVICE 11/22	\$527.02
01-20097	TOPS & STRIPES, INC.	PO0179000	V507 TOOL BOX	\$515.00
01-20097	TOPS & STRIPES, INC.	PO0179000	V510 FLOOR MATS	\$218.00
01-22001	VULCAN, INC.	PO0179016	SIGN BLANKS (125)	\$177.96
01-30830	LOCKE SUPPLY, INC.	PO0178974	PVC PIPE	\$800.40
01-35300	UNIFIRST, INC.	PO0165058	5 YR SHOP MAT/MOP/TOWEL SERVICE	\$65.80
01-56300	TRUCK PRO, INC.	PO0179003	V928 TAIL LIGHT	\$59.67
01-80153	KINNUNEN, INC.	PO0178933	CAUTION TAPE/HARD HATS (4)/FACESHIELD	\$87.07
01-80153	KINNUNEN, INC.	PO0178933	SAND BAGS (100)/ZIP TIES/CITP	\$256.93
01-80246	ATWOODS	PO0178944	RESTROOM HEATER	\$24.99
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0178864	CUTTING WHEELS (4)/DUCT TAPE/STAPLES	\$37.92
PARKS & RECREATION TOTAL				\$22,185.38

FUND 10 DEPT 740 - STREET

01-00878	BROWN'S SHOE FIT COMPANY	PO0178946	BOOTS (2)	\$398.00
01-01783	JP MORGAN CHASE	PO0178814	CHASE PAYMENT	(\$2,112.04)
01-01783	JP MORGAN CHASE	PO0178815	CHASE PAYMENT	\$30.26
01-02243	BB MACHINE & SUPPLY, INC.	PO0178948	BRASS FITTINGS	\$3.52
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0179020	V161/V162 WIPER BLADES (5)	\$203.10
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0179020	V178 HEADLIGHT/FITTINGS	\$89.69
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0179020	V339 BUCKET TEETH (5)	\$119.90
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0179020	V629 WINDOW/LATCH/FILTER	\$675.29
01-04033	DOLESE BROTHERS CO., INC.	PO0178841	CONCRETE SAND	\$1,741.44
01-04207	FOUR J'S TIRE SERVICE, LLC	PO0178958	V131 TIRES/WHEELS (2)	\$1,455.80
01-05066	BRUCKNER TRUCK SALES, INC.	PO0178950	V139 RADIATOR	\$1,168.20
01-05831	FEW, RONNIE J	PO0178877	TREE TRIM	\$950.00
01-05913	CRAFCO, INC.	PO0178918	ASPHALT TACK	\$1,282.09
01-06019	FLAMING AUTO SUPPLY CO., INC.	PO0179023	V101/V193/V573 FILTERS (12)	\$222.13
01-06019	FLAMING AUTO SUPPLY CO., INC.	PO0179023	V114 HEADLIGHT PIGTAIL	\$11.07
01-06019	FLAMING AUTO SUPPLY CO., INC.	PO0179023	V688 RADIATOR/BRAKE DRUMS/FITTINGS	\$759.38
01-07106	GRAND TRUCK EQUIPMENT	PO0178962	V942 CUTTING EDGES	\$2,242.27
01-07122	HOLT TRUCK CENTERS	PO0179027	V240 FUEL PUMP	\$870.95
01-07223	BLIZZARD MOWING & MAINTENANCE	PO0176543	MOW/CLEAN RIGHTS OF WAY	\$2,450.00
01-08022	HUGHES LUMBER CO., LLC	PO0178881	LUMBER/PICKETS	\$45.00
01-15132	O'REILLY AUTO PARTS, INC.	PO0178984	V688 RADIATOR	\$186.69
01-33210	P & K EQUIPMENT, INC.	PO0178985	V178 BATTERY	\$169.47
01-35300	UNIFIRST, INC.	PO0178869	UNIFORM RENTALS (38)	\$269.04
01-35300	UNIFIRST, INC.	PO0167017	5 YR SHOP MAT/MOP/TOWEL SERVICE	\$57.00
01-35830	ENID NEW HOLLAND, INC.	PO0178844	V182/V183/V184 ENGINE REPAIR/SERVICE	\$4,175.03
01-35830	ENID NEW HOLLAND, INC.	PO0178955	V183/V184 WINTERIZE SERVICE	\$125.00
01-55700	AUTO ZONE/AZ COMMERCIAL, INC.	PO0178945	V110 QUAD SOCKET	\$16.19
01-55700	AUTO ZONE/AZ COMMERCIAL, INC.	PO0178945	V688 RADIATOR/TAIL LIGHT HOUSING	\$259.01
01-59360	FASTENAL COMPANY	PO0178829	FASTENERS	\$64.36
01-59360	FASTENAL COMPANY	PO0178867	ZIP TIES/BOLTS	\$34.89
01-59360	FASTENAL COMPANY	PO0178957	V178 FASTENERS	\$54.18
01-76250	LOGAN COUNTY ASPHALT COMPANY	PO0178884	PROLINE PATCH	\$1,799.77
01-76250	LOGAN COUNTY ASPHALT COMPANY	PO0178975	PROLINE PATCH	\$3,598.63
01-80246	ATWOODS	PO0178944	RAIN SUIT	\$22.99
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0178940	V161 ELECTRICAL PLUGS	\$9.18
STREET TOTAL				\$23,447.48

FUND 10 DEPT 750 - TECHNICAL SERVICES

01-01338	J & P SUPPLY, INC.	PO0178969	LINERS/TISSUE	\$1,119.58
01-01783	JP MORGAN CHASE	PO0178814	CHASE PAYMENT	\$1,428.68
01-01783	JP MORGAN CHASE	PO0178815	CHASE PAYMENT	\$1,598.25
01-04207	FOUR J'S TIRE SERVICE, LLC	PO0178846	V603 TIRES (6)	\$1,268.70
01-05831	FEW, RONNIE J	PO0178831	TREE REMOVAL	\$700.00
01-06019	FLAMING AUTO SUPPLY CO., INC.	PO0179023	SOCKET SET	\$64.99
01-06019	FLAMING AUTO SUPPLY CO., INC.	PO0179023	V657 PRESSURE SWITCH	\$18.47
01-06019	FLAMING AUTO SUPPLY CO., INC.	PO0179023	V7659 FILTERS (3)	\$54.41
01-07030	GADES SALES CO., INC.	PO0178959	SIGNAL LIGHTS (48)	\$2,304.00

01-07241	LUCKINBILL MECHANICAL INC.	PO0178849	WATER LEAK REPAIR/CAFE GARCIA	\$1,467.71
01-13010	3M	PO0178838	SIGN VINYL	\$1,584.00
01-13010	3M	PO0178939	SIGN VINYL	\$3,742.27
01-16008	PINKLEY SALES CO.	PO0178899	TESCO AGM BATTERIES (12)/RECERTIFICATION	\$2,388.00
01-22001	VULCAN, INC.	PO0178859	SIGN BLANKS (265)	\$4,291.31
01-22001	VULCAN, INC.	PO0179016	SIGN BLANKS (125)	\$2,017.35
01-35300	UNIFIRST, INC.	PO0165059	5 YR SHOP MAT/MOP/TOWEL SERVICE	\$129.84
01-35300	UNIFIRST, INC.	PO0178869	UNIFORM RENTALS (15)	\$104.51
01-35300	UNIFIRST, INC.	PO0179005	UNIFORM RENTALS (28)	\$192.30
01-35300	UNIFIRST, INC.	PO0179005	LOGO JACKETS (3)	\$48.36
TECHNICAL SERVICES TOTAL				\$24,522.73

FUND 10 DEPT 900 - LIBRARY

01-01783	JP MORGAN CHASE	PO0178814	CHASE PAYMENT	\$1,690.05
01-01783	JP MORGAN CHASE	PO0178815	CHASE PAYMENT	\$3,583.94
01-03454	OCLC ONLINE COMPUTER LIBRARY CENTER	PO0178850	ONLINE CATALOG SUBSCRIPTION 11/22	\$1,440.69
01-04847	STARR LUMBER CO., INC.	PO0178911	LUMBER/CHESSBOARD	\$104.93
01-05632	MIDWEST TAPE, LLC	PO0178847	AUDIO BOOKS (612)/E-BOOKS (267)	\$2,061.48
LIBRARY TOTAL				\$8,881.09

FUND 10 DEPT 950 - SALES TAX TRANSFER

01-03060	STRIDE BANK - SALES TAX	PO0178965	EMA SALES TAX TRANSFER 11/22	\$872,264.56
01-19099	SECURITY NATIONAL BANK	PO0178966	EMA KAW SALES TAX TRANSFER 11/22	\$872,264.56
SALES TAX TRANSFER TOTAL				\$1,744,529.12

FUND 10 DEPT 955 - GF CAPITAL REPLACE

01-01908	DOUBLE CHECK COMPANY, INC.	PO0174205	HIGH FLOW FUEL DISPENSOR	\$14,161.00
01-04157	CONSOLIDATED ELECTRICAL DISTRIBUTOR	PO0178823	M-2211A WIRE/ELECTRICAL FITTINGS/CITP	\$1,644.02
01-07098	GARFIELD CO. TREASURER	PO0178960	PROPERTY TAX (7)	\$3,402.00
01-58740	STUART C. IRBY	PO0178917	M-2211A ELECTRICAL PARTS	\$247.14
01-80153	KINNUNEN, INC.	PO0178973	E-2202 TOWER REBAR/FIRE STA 2	\$723.20
GF CAPITAL REPLACE TOTAL				\$20,177.36

FUND 14 DEPT 145 - HEALTH FUND

01-01869	DEARBORN LIFE INSURANCE CO.	PO0178840	LIFE INSURANCE PREMIUMS 11/22	\$2,806.99
01-01869	DEARBORN LIFE INSURANCE CO.	PO0178927	LIFE INSURANCE PREMIUMS 12/22	\$2,807.33
01-02623	SHOE SHOW, INC.	PO0178995	WELLNESS DOLLARS (91)	\$7,384.70
01-06201	EYE MED	PO0178828	VISION CLAIMS 11/22	\$402.30
01-06201	EYE MED	PO0178828	VISION FEES 11/22-12/22	\$339.00
01-06201	EYE MED	PO0178929	VISION CLAIMS 10/22	\$1,617.30
01-06280	EMPLOYEE BENEFITS CORPORATION	PO0178826	BESTFLEX/HSA ADMIN 10/22-11/22	\$616.00
01-06910	HEALTH CARE SERVICE CORP	PO0178963	DENTAL FEES 11/22	\$1,669.34
01-06910	HEALTH CARE SERVICE CORP	PO0178963	DENTAL CLAIMS 11/22	\$15,866.92
01-06910	HEALTH CARE SERVICE CORP	PO0178963	HEALTH ADMIN FEES 11/22	\$359.45
01-06910	HEALTH CARE SERVICE CORP	PO0178963	HEALTH ADMIN FEES (STOP LOSS)	\$27,471.93
01-06910	HEALTH CARE SERVICE CORP	PO0178963	HEALTH CLAIMS 11/22	\$405,252.13
01-70870	FOCUS INSTITUTE, INC.	PO0178874	EAP SERVICES 11/22	\$1,133.33
HEALTH FUND TOTAL				\$467,726.72

FUND 20 DEPT 205 - AIRPORT

01-01783	JP MORGAN CHASE	PO0178814	CHASE PAYMENT	\$94.63
01-01783	JP MORGAN CHASE	PO0178815	CHASE PAYMENT	\$693.84
01-03022	CULLIGAN OF ENID	PO0178825	RO/WATER SOFTENER RENTAL 12/22	\$92.00
01-03732	ASAP ENERGY INC.	PO0178865	OIL/ST	\$575.82
01-19165	STEVENS FORD, INC.	PO0178997	V814 TAIL LIGHT LENS	\$243.55
01-35300	UNIFIRST, INC.	PO0165057	5 YR SHOP MAT/MOP/TOWEL SERVICE	\$50.07
01-42400	AT & T	PO0178936	MONTHLY SERVICE 11/22	\$322.25
AIRPORT TOTAL				\$2,072.16

FUND 22 DEPT 000 - GOLF STOCK

01-05240	ACUSHNET COMPANY	PO0178816	PRO SHOP/ST	\$1,208.83
01-05241	CALLAWAY GOLF SALES CO	PO0178822	PRO SHOP/ST	\$496.44
01-07143	TAYLOR MADE GOLF COMPANY, INC	PO0178919	PRO SHOP/ST	\$193.39
GOLF STOCK TOTAL				\$1,898.66

FUND 22 DEPT 225 - GOLF

01-01783	JP MORGAN CHASE	PO0178815	CHASE PAYMENT	\$249.02
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0178996	JANITORIAL SERVICE 11/22	\$93.00
01-07267	MEADOWLAKE PAR-TEE STOP, LLC	PO0178852	SNACK BAR CONCESSIONS	\$825.50
01-35300	UNIFIRST, INC.	PO0168411	5 YR SHOP MAT/MOP/TOWEL SERVICE	\$37.56
01-66210	YAMAHA MOTOR CORP (LEASE)	PO0179019	GOLF CART LEASE 11/22	\$3,087.50
GOLF TOTAL				\$4,292.58

FUND 30 DEPT 305 - STREET & ALLEY

01-05588	RED ROCK CONSULTING, LLC	PO0177210	R-2306A PROFESSIONAL SERVICE	\$3,063.00
01-06830	JMB CONCRETE CONSTRUCTION, INC.	PO0170417	R-2110C PAVEMENT REPLACE	\$35,688.18
01-06874	LUCKINBIILL DEVELOPMENT, LLC	PO0176290	R-2301P PW CONCRETE REPAIR	\$63,127.50
01-16087	PORTERFIELD SURVEYING	PO0177448	R-2306A PROFESSIONAL SERVICE	\$11,750.00
STREET & ALLEY TOTAL				\$113,628.68

FUND 31 DEPT 230 - UTILITY BILLING

01-01163	ADVANCED WATER SOLUTIONS	PO0178817	WATER COOLER RENTAL 12/22	\$26.55
01-01783	JP MORGAN CHASE	PO0178814	CHASE PAYMENT	\$443.19
01-05384	CORE & MAIN LP	PO0178951	METER BOX REPAIR	\$1,875.00
01-05384	CORE & MAIN LP	PO0178952	ANNUAL NEPTUNE SUBSCRIPTION	\$26,794.46
01-06019	FLAMING AUTO SUPPLY CO., INC.	PO0179023	KEY STOCK (4)	\$14.84
01-06790	EARNHEART CRESCENT, LLC	PO0178954	NITRILE GLOVES	\$55.32
01-07214	TPSI	PO0178920	BILLING PRINT SERVICE 11/22	\$563.46
01-07214	TPSI	PO0179014	BILLING PRINT SERVICE 12/22	\$255.94
01-19047	AT & T	PO0178819	MONTHLY SERVICE 11/22	\$81.48
UTILITY BILLING TOTAL				\$30,110.24

FUND 31 DEPT 760 - SOLID WASTE SERVICES

01-00103	WARREN CAT, INC.	PO0179017	V274 FILTERS (3)	\$102.23
01-01783	JP MORGAN CHASE	PO0178814	CHASE PAYMENT	\$1,222.41
01-01783	JP MORGAN CHASE	PO0178815	CHASE PAYMENT	\$1,269.81
01-02021	B'S QUALITY DOOR, INC.	PO0178821	OVERHEAD DOOR REPAIR	\$126.00
01-02243	BB MACHINE & SUPPLY, INC.	PO0178948	V214 HOSE FITTING	\$11.42
01-02243	BB MACHINE & SUPPLY, INC.	PO0178948	V218 HOSE	\$49.37
01-03110	VERMEER GREAT PLAINS	PO0178858	V252 HAMMER (4)/PIN	\$3,342.66
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0178860	V267 HYD FLUID	\$1,112.07
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0178924	V259 SWITCH	\$88.55
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0178924	V262 WINDOW PANE/FILTER	\$279.95
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0178924	V265 HOSE	\$179.54
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0178924	V267 HYD OIL/BULBS	\$531.24
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0179020	V262 SCRAPER PLATES (5)/CLEAT REPAIR	\$971.64
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0179020	V265 FILTER/HOSE	\$181.40
01-04131	UNITED RENTALS (NORTH AMERICA), INC	PO0178921	PORTABLE TOILET RENTAL 11/22	\$160.00
01-04207	FOUR J'S TIRE SERVICE, LLC	PO0178958	V224/V248 TIRES (4)	\$2,790.70
01-05066	BRUCKNER TRUCK SALES, INC.	PO0178950	V213 BELT TENSIONER	\$294.30
01-05448	CATERPILLAR FINANCIAL SVS	PO0178839	2022 PROPERTY TAX/SCRAPER	\$7,357.00
01-05448	CATERPILLAR FINANCIAL SVS	PO0176609	DOZER LEASE 12/22	\$6,025.24
01-06019	FLAMING AUTO SUPPLY CO., INC.	PO0179023	V229 BRAKE PADS/ROTORS/FILTERS (2)	\$860.63
01-06019	FLAMING AUTO SUPPLY CO., INC.	PO0179023	V230/V248 FILTERS (2)	\$49.82
01-06019	FLAMING AUTO SUPPLY CO., INC.	PO0179023	V231 BATTERIES (2)	\$326.90
01-06019	FLAMING AUTO SUPPLY CO., INC.	PO0179023	V277 FLASHER RELAY	\$58.49
01-06439	JANES MACHINE SHOP LLC.	PO0178972	V252 CYLINDER REPAIR	\$50.00

01-06790	EARNHEART CRESCENT, LLC	PO0178836	DIESEL/ST	\$6,999.36
01-06790	EARNHEART CRESCENT, LLC	PO0178915	PROPANE	\$1,935.69
01-06790	EARNHEART CRESCENT, LLC	PO0178954	DEF FLUID/ALL VEHICLES	\$1,157.11
01-06790	EARNHEART CRESCENT, LLC	PO0178954	WASHER FLUID/FLOOR DRY	\$95.85
01-07052	TOUCHSTONE IMAGING OF OKLAHOMA	PO0178895	WC/MEDICAL	\$386.83
01-07122	HOLT TRUCK CENTERS	PO0178964	V232 FILTER	\$109.43
01-07122	HOLT TRUCK CENTERS	PO0178964	V245 REPROGRAMMING	\$596.67
01-07301	BALE CO REPAIR, LLC	PO0179028	V9763/V9764 BALER REPAIR	\$2,461.00
01-08018	HOTSYS OF OKLAHOMA, INC.	PO0178880	CLEANER	\$110.20
01-13017	MUNN SUPPLY, INC.	PO0178854	WELD WIRE/CUT TIPS/O2	\$173.44
01-20097	TOPS & STRIPES, INC.	PO0179000	V277 BEDLINER/HEADACHE RACK/TOOLBOX	\$2,568.00
01-21001	UNITED ENGINES, INC.	PO0179010	V226 HYD DIAGNOSTIC/REPAIR	\$1,207.85
01-35300	UNIFIRST, INC.	PO0178869	UNIFORM RENTALS (17)	\$148.03
01-35300	UNIFIRST, INC.	PO0178869	LOGO JACKETS (2)	\$124.80
01-35900	INSELMAN ELECTRIC CO	PO0178848	ELECTRICAL WIRING	\$1,784.79
01-40180	WAY OUT WEST	PO0178922	BOOTS/S BREEZE	\$170.00
01-56300	TRUCK PRO, INC.	PO0179003	V223 MUDFLAPS (2)	\$47.86
01-56300	TRUCK PRO, INC.	PO0179003	V224 BRAKE FITTINGS	\$35.58
01-80246	ATWOODS	PO0178820	BOOTS/N MITCHELL	\$159.99
SOLID WASTE SERVICES TOTAL				\$47,713.85

FUND 31 DEPT 785 - PUBLIC UTILITIES MGMT

01-01338	J & P SUPPLY, INC.	PO0178845	FRAGRANCE REFILLS	\$72.54
01-01783	JP MORGAN CHASE	PO0178814	CHASE PAYMENT	\$221.49
01-01783	JP MORGAN CHASE	PO0178815	CHASE PAYMENT	\$701.33
01-04129	OK DEPT. OF CORRECTIONS	PO0178842	INMATE MEALS (8)	\$540.00
PUBLIC UTILITIES MGMT TOTAL				\$1,535.36

FUND 31 DEPT 790 - WATER PRODUCTION

01-00217	SIDENER ENVIRONMENTAL SERVICES INC	PO0178856	VACUUM REGULATOR KITS (4)	\$1,529.93
01-01005	ALFALFA ELECTRIC COOPERATIVE	PO0178872	MONTHLY SERVICE 11/22	\$13,773.86
01-01178	ACCURATE, INC.	PO0176538	WATER TESTING	\$1,120.00
01-01453	WESTERN HYDRO CORP.	PO0177434	PUMPS/MOTORS	\$25,026.50
01-01783	JP MORGAN CHASE	PO0178814	CHASE PAYMENT	\$39.99
01-01783	JP MORGAN CHASE	PO0178815	CHASE PAYMENT	\$683.06
01-04041	HPI PHYSICIANS, LLC	PO0178889	WC/MEDICAL	\$217.33
01-06019	FLAMING AUTO SUPPLY CO., INC.	PO0179023	BATTERY	\$136.45
01-06019	FLAMING AUTO SUPPLY CO., INC.	PO0179023	V316 FILTERS (2)	\$17.77
01-06655	INTEGRIS JIM THORPE REHABILITATION	PO0178891	WC/MEDICAL	\$313.17
01-06785	RP POWER	PO0178988	GENERATOR BATTERY	\$339.20
01-35300	UNIFIRST, INC.	PO0178869	UNIFORM RENTALS (11)	\$81.88
01-80258	BRENNTAG SOUTHWEST, INC.	PO0176564	CHLORINE	\$13,168.00
WATER PRODUCTION TOTAL				\$56,447.14

FUND 31 DEPT 795 - UTILITY MAINT

01-01783	JP MORGAN CHASE	PO0178815	CHASE PAYMENT	\$293.02
01-02243	BB MACHINE & SUPPLY, INC.	PO0178948	V328 BUSHING	\$4.29
01-04115	DITCH WITCH OF OKLAHOMA	PO0178809	PIERCING TOOL KIT	\$6,737.00
01-06019	FLAMING AUTO SUPPLY CO., INC.	PO0179023	V317 HOSES (2)	\$98.55
01-06019	FLAMING AUTO SUPPLY CO., INC.	PO0179023	V445 FILTER	\$6.28
01-06019	FLAMING AUTO SUPPLY CO., INC.	PO0179023	V451 BATTERIES (2)	\$326.90
01-06775	FERGUSON WATERWORKS	PO0178830	CRETEX RINGS/SEALANT	\$346.80
01-07106	GRAND TRUCK EQUIPMENT	PO0178962	V350 LATCHES/LOCKS (5)	\$260.45
01-07122	HOLT TRUCK CENTERS	PO0178964	V328 FILTER	\$68.65
01-13016	MANN'S RENTAL	PO0178930	FIRE EXT RECHARGE (5)	\$200.00
01-13017	MUNN SUPPLY, INC.	PO0178854	CYLINDER RENTAL	\$10.85
01-15083	OK CONTRACTORS SUPPLY	PO0178900	BRASS FITTINGS/COUPLINGS/METER BOXES (40)	\$10,812.00
01-15083	OK CONTRACTORS SUPPLY	PO0178978	BRASS FITTINGS	\$2,140.00
01-19165	STEVENS FORD, INC.	PO0178997	V377 BRAKE CALIPER BOLTS	\$18.06
01-20097	TOPS & STRIPES, INC.	PO0179000	V683 GRIP STEPS	\$485.00
01-23013	WAKO, INC.	PO0178923	PVC/CLAMP	\$144.54
01-31930	OK ONE-CALL SYSTEM, INC.	PO0178982	ANNUAL SERVICE MEMBER FEE	\$5,993.60
01-48610	STITCHES AHEAD, INC.	PO0178914	EMBROIDERY (11)	\$22.00

01-55700	AUTO ZONE/AZ COMMERCIAL, INC.	PO0178945	V317 RADIATOR	\$301.99
01-56300	TRUCK PRO, INC.	PO0179003	V451 FILTER	\$26.07
01-80153	KINNUNEN, INC.	PO0178933	HOSE/WORK LIGHT	\$266.27
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0178864	LADDER	\$209.99
UTILITY MAINT TOTAL				\$28,772.31

FUND 31 DEPT 799 - WASTEWATER PLANT MGMT

01-01783	JP MORGAN CHASE	PO0178814	CHASE PAYMENT	\$108.82
01-04429	STOVER & ASSOCIATES, INC	PO0176287	WRF MANAGEMENT AGREEMENT FY22-23	\$122,800.77
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0178996	JANITORIAL SERVICE 11/22	\$335.16
01-06785	RP POWER	PO0178988	GENERATOR BATTERIES (2)	\$1,516.97
01-06790	EARNHEART CRESCENT, LLC	PO0178905	EMERGENCY GENERATOR DIESEL	\$11,915.94
01-07036	GRAINGER, INC.	PO0178834	DRILL BIT SHARPENER	\$196.67
01-07036	GRAINGER, INC.	PO0178932	BARREL BOLTS (4)/HINGES (4)/BULBS (38)	\$857.82
01-35300	UNIFIRST, INC.	PO0178869	NITRILE GLOVES	\$1,687.50
01-35300	UNIFIRST, INC.	PO0165056	5 YR SHOP MAT/MOP/TOWEL SERVICE	\$26.54
01-59250	USA BLUEBOOK	PO0179011	PIPET TIPS/TRIPOD/AMMONIA TEST	\$4,975.48
01-59360	FASTENAL COMPANY	PO0178829	GEARHEAD/DRILL SET	\$431.11
01-59360	FASTENAL COMPANY	PO0178867	TAPE/FITTINGS	\$33.91
WASTEWATER PLANT MGMT TOTAL				\$144,886.69

FUND 33 DEPT 335 - V.D.A.

01-00223	COOPER, MICHAEL G.	PO0178977	REIMB/PHONE SERVICE 12/22	\$115.48
01-00223	COOPER, MICHAEL G.	PO0178977	REIMB/DUES/ASSOC DEFENSE COMMUNITIES	\$450.00
01-00223	COOPER, MICHAEL G.	PO0178977	REIMB/LODGING/CONGRESSIONAL LEADERSHIP MTG	\$677.46
01-00332	TRAVEL ENTERPRISE, INC.	PO0179002	AIRFARE/BUDGET MTG/M COOPER	\$560.58
V.D.A. TOTAL				\$1,803.52

FUND 40 DEPT 405 - CAPITAL IMPROVEMENT FUND

01-03533	CORBIN & MERZ ARCHITECTS INC., PC	PO0177466	M-2207-2A ARCHITECTUAL SERVICE	\$950.00
01-06821	CIVIL & ENVIRONMENTAL CONSULTANTS	PO0175240	M-2113A LANDFILL EXPANSION	\$53,890.89
01-07098	GARFIELD CO TREASURER	PO0178871	R-1805R PROPERTY PURCHASE	\$129.00
01-07298	STANTECH, LLC	PO0178925	M-2218A PROFESSIONAL SERVICE	\$2,291.00
CAPITAL IMPROVEMENT FUND TOTAL				\$57,260.89

FUND 42 DEPT 425 - SANITARY SEWER FUND

01-06303	MKEC ENGINEERING, INC.	PO0168153	S-2004A LIFT STATION AMEND 1	\$2,150.50
01-06890	PHONETICS, INC	PO0178851	S-2110C ALARM SYSTEM	\$1,364.42
01-07131	LUCKINBILL CONSTRUCTION CO, LLC	PO0176563	S-1901C SS VIDEO INSPECTION	\$11,273.32
SANITARY SEWER FUND TOTAL				\$14,788.24

FUND 44 DEPT 445 - WATER CAP. IMPROVEMENT FUND

01-01916	TERRACON CONSULTANTS, INC.	PO0175856	W-2112A GEOTECH SERVICES	\$4,850.00
01-05050	ENVIROTECH	PO0168842	W-2112A2 AMENDMENT PROFESSIONAL SERVICE	\$145,926.40
01-05588	RED ROCK CONSULTING, LLC	PO0177449	W-2114A PROFESSIONAL LEGAL SERVICE	\$7,331.50
01-06230	CONNER & WINTERS, LLP	PO0179006	W-2112R PROFESSIONAL LEGAL SERVICE	\$14,531.86
01-07131	LUCKINBILL CONSTRUCTION CO, LLC	PO0176238	W-2205C1 WATERLINE MATERIAL	\$20,189.40
01-07131	LUCKINBILL CONSTRUCTION CO, LLC	PO0175610	W-2122C WATER MAIN IMPROVE	\$84,865.49
01-07154	FREDERIC DORWART, LAWYERS PLLC	PO0179009	W-2112R PROFESSIONAL LEGAL SERVICE	\$16,417.68
WATER CAP. IMPROVEMENT FUND TOTAL				\$294,112.33

FUND 50 DEPT 505 - 911

01-05641	OMNIGO SOFTWARE	PO0178983	ANNUAL SOFTWARE SUPPORT	\$19,279.67
01-42400	AT & T	PO0178967	MONTHLY SERVICE 11/22	\$790.50
01-66190	AT&T	PO0178942	MONTHLY SERVICE 12/22	\$8,801.05
911 TOTAL				\$28,871.22

FUND 51 DEPT 515 - POLICE

01-01227	AUTRY VO-TECH CENTER	PO0178947	HCP TESTING (4)	\$180.00
01-01783	JP MORGAN CHASE	PO0178814	CHASE PAYMENT	\$525.90
01-01783	JP MORGAN CHASE	PO0178815	CHASE PAYMENT	\$925.24
01-02082	AT&T MOBILITY	PO0178935	MONTHLY SERVICE 11/22	\$1,049.85
01-02082	AT&T MOBILITY	PO0178968	MONTHLY SERVICE 11/22	\$5,049.26
01-03661	RK BLACK, INC.	PO0178987	COPIER USAGE/MAINT 9/22-11/22	\$136.66
01-04009	COVERTRACK GROUP, INC.	PO0178953	ANNUAL TRACKING RENEW/UPDATES	\$1,355.16
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0178979	COPIER USAGE/MAINT 11/22	\$415.61
01-04674	PRECISION DELTA CORP.	PO0172048	AMMUNITION	\$6,028.20
01-04754	DIAGNOSTIC IMAGING ASSOCIATES, INC	PO0178886	WC/MEDICAL	\$14.34
01-05641	OMNIGO SOFTWARE	PO0178983	ANNUAL SOFTWARE SUPPORT	\$21,500.29
01-05775	GEOSAFE, INC.	PO0178961	ANNUAL MOBILE COMMUNICATION SERVICE	\$7,500.00
01-06019	FLAMING AUTO SUPPLY CO., INC.	PO0179023	V2020/V2047 BATTERIES (2)	\$410.40
01-06019	FLAMING AUTO SUPPLY CO., INC.	PO0179023	V2047/V2048/V2053/V2074/V2085/V2127/V2152 FILTERS (12)	\$81.08
01-07292	BUTLER, WILLIAM L	PO0178989	WC/MILEAGE REIMB	\$89.00
01-16004	PDQ PRINTING	PO0178986	ID CARDS (5)	\$35.00
01-19044	SCHEFFE PRESCRIPTION SHOPS, INC.	PO0178993	REIMB/VACCINE	\$390.00
01-65460	ACTSHON PEST CONTROL	PO0178941	PEST CONTROL 11/22-12/22	\$100.00
01-79090	ST MARYS REGIONAL MEDICAL CENTER	PO0178893	WC/MEDICAL	\$502.36
POLICE TOTAL				\$46,288.35

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

01-06679	SYMMETRY ENERGY SOLUTIONS, LLC	PO0179031	MONTHLY SERVICE 11/22	\$2,425.36
01-15125	OK GAS & ELECTRIC	PO0178879	MONTHLY SERVICE 11/22	\$12,037.72
01-80153	KINNUNEN, INC.	PO0178973	SEALANT	\$752.52
E.E.C.C.H. TOTAL				\$15,215.60

FUND 65 DEPT 655 - FIRE

01-01305	WORKERS' COMPENSATION COURT	PO0179018	WC/SETTLEMENT TAXES	\$140.00
01-01783	JP MORGAN CHASE	PO0178814	CHASE PAYMENT	\$726.28
01-01783	JP MORGAN CHASE	PO0178815	CHASE PAYMENT	\$1,689.93
01-02082	AT&T MOBILITY	PO0178873	MONTHLY SERVICE 11/22	\$472.80
01-02082	AT&T MOBILITY	PO0178971	MONTHLY SERVICE 11/22	\$95.08
01-02363	CONRAD FIRE EQUIP., INC.	PO0178916	V1029 TIE ROD BOOTS (2)	\$209.03
01-02363	CONRAD FIRE EQUIP., INC.	PO0178916	V1041 DUMP VALVE SOLENOID	\$298.35
01-02363	CONRAD FIRE EQUIP., INC.	PO0178916	SWITCHES (2)/FILTER	\$290.19
01-03661	RK BLACK, INC.	PO0178906	COPIER USAGE/MAINT 12/22	\$163.35
01-03887	CURRIER, JOHN	PO0179007	WC/SETTLEMENT	\$5,826.75
01-03921	EXPRESS SCRIPTS, INC.	PO0178888	WC/MEDICAL	\$144.29
01-03921	EXPRESS SCRIPTS, INC.	PO0178991	WC/MEDICAL	\$17.55
01-04335	FARRWEST ENVIRONMENTAL SUPPLY, INC	PO0178876	QRA III REPAIR/CALIBRATE (3)	\$496.56
01-05551	BLANCHARD LAW FIRM, P.C.	PO0178894	WC/ATTORNEY FEE	\$950.00
01-05641	OMNIGO SOFTWARE	PO0178983	ANNUAL SOFTWARE SUPPORT	\$3,226.27
01-05775	GEOSAFE, INC.	PO0178961	ANNUAL MOBILE COMMUNICATION SERVICE	\$7,500.00
01-06019	FLAMING AUTO SUPPLY CO., INC.	PO0179023	V1011 OIL	\$44.36
01-06442	INTEGRIS MEDICAL GROUP-OCCUPATIONAL	PO0178547	2022-2023 ANNUAL PHYSICAL EXAM	\$15,519.00
01-06655	INTEGRIS JIM THORPE REHABILITATION	PO0178891	WC/MEDICAL	\$637.74
01-07052	TOUCHSTONE IMAGING OF OKLAHOMA	PO0178895	WC/MEDICAL	\$386.18
01-07052	TOUCHSTONE IMAGING OF OKLAHOMA	PO0179001	WC/MEDICAL	\$1,181.75
01-07122	HOLT TRUCK CENTERS	PO0178878	V1006/V1040 FILTERS (3)	\$188.72
01-07122	HOLT TRUCK CENTERS	PO0179027	V1042 BUSHING	\$155.68
01-07263	BANNER FIRE EQUIPMENT, INC.	PO0178875	POWER SUPPLY	\$330.05
01-16004	PDQ PRINTING	PO0178898	MEDICAL REPORTS	\$239.00
01-19194	OK TAX COMMISSION	PO0178992	WC/SETTLEMENT TAXES	\$333.75
01-37890	OK STATE UNIVERSITY	PO0178897	FIRE TANKER OPERATIONS (20)	\$1,750.00
01-74000	ENID UROLOGY ASSOC INC	PO0178887	WC/MEDICAL	\$86.17
01-79980	PIONEER BUSINESS SOLUTION	PO0178934	MONTHLY SERVICE 12/22	\$32.08
FIRE TOTAL				\$43,130.91

FUND 99 DEPT 995 - EPTA

01-01783	JP MORGAN CHASE	PO0178814	CHASE PAYMENT	\$45.94
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0179030	MONTHLY SERVICE 11/22	\$79.51
01-06019	FLAMING AUTO SUPPLY CO., INC.	PO0179023	V8583 BRAKE PADS/ROTORS	\$431.60
01-06019	FLAMING AUTO SUPPLY CO., INC.	PO0179023	V8530 BULBS/FILTER	\$44.86
01-19165	STEVENS FORD, INC.	PO0178997	V8586 SEAT BASE/SUN VISOR	\$850.83
01-56300	TRUCK PRO, INC.	PO0179003	V8530/V8534 FILTERS (2)	\$24.10
			EPTA TOTAL	\$1,476.84

FUND 70 DEPT 705 - CDBG

01-07290	MONTICELLO CABINETS AND DOORS	PO0178673	CV2 (CR20 209) DOORS (3)	\$16,548.00
70-01472	STAPLES BUSINESS ADVANTAGE	PO0178907	BATTERY BACKUP	\$93.99
70-03233	ENID A.M. AMBUCS	PO0166886	B-20 (458) AMBUCS BARRIER	\$1,471.01
70-07202	CLOUDBURST CONSULTING GROUP, INC.	PO0177778	B-22 (486) ADMIN TRAINING	\$1,359.00
			CDBG TOTAL	\$19,472.00

COMBINED BREAKDOWN OF TOTALS

EMA	\$309,465.59
EEDA	\$0.00
EPTA	\$1,476.84
REMAINING FUNDS	\$3,205,099.88
 TOTAL CLAIMS	 \$3,516,042.31

PURCHASING CARD CLAIMS LIST

12-20-22 8.8.8.

FUND 10 DEPT 000 - N.A.

DOWNTOWN THREADS	PO0178815	COE HATS/ST	366.00
N.A. TOTAL			366.00

FUND 10 DEPT 100 - ADMINISTRATIVE SERVICES

ALDI 75012	PO0178815	GIFT CARDS (5)/CHRISTMAS PARTY	125.00
BRICKTOWN BREWERY ENID	PO0178815	GIFT CARDS (5)/CHRISTMAS PARTY	125.00
CHICK-FIL-A #02804	PO0178815	GIFT CARDS (10)/CHRISTMAS PARTY	200.00
EL PATIO MEXICAN GRILL	PO0178815	GIFT CARDS (5)/CHRISTMAS PARTY	125.00
GETTYSBURGFLAG.COM	PO0178815	CITY OF ENID FLAGS (3)	327.55
HOBBY-LOBBY #0008	PO0178815	DECORATIONS/CHRISTMAS PARTY	23.95
JUMBO FOODS	PO0178815	GIFT CARDS (5)/CHRISTMAS PARTY	250.00
LOWES #00205*	PO0178815	GIFT CARDS (5)/CHRISTMAS PARTY	250.00
MCALISTER'S DELI 727	PO0178814	MEAL (6)/KAW LAKE MEETING	71.22
MCALISTER'S DELI 727	PO0178815	GIFT CARDS (5)/CHRISTMAS PARTY	125.00
NAPOLIS ITALIAN	PO0178815	GIFT CARDS (5)/CHRISTMAS PARTY	125.00
RIVER SPIRIT GIFT SHOP	PO0178814	DOOR PRIZE/CHRISTMAS PARTY	350.00
SQ *DA VINCI'S CENTRAL	PO0178815	GIFT CARDS (4)/CHRISTMAS PARTY	80.00
STANDARD SUPPLY ENID	PO0178814	HOT WATER VALVE ACTUATOR HEAD	360.61
TROPICAL SMOOTHIE CAFE	PO0178815	GIFT CARDS (5)/CHRISTMAS PARTY	100.00
TST* CALLAHANS PUB & GRILL	PO0178815	GIFT CARDS (5)/CHRISTMAS PARTY	125.00
TST* HEYDY'S PLACE	PO0178815	GIFT CARDS (5)/CHRISTMAS PARTY	125.00
WAL-MART #0499	PO0178815	GIFT CARDS (6)/CHRISTMAS PARTY	305.82
WALMART.COM	PO0178814	DOOR PRIZES/CHRISTMAS PARTY	587.00

ADMINISTRATIVE SERVICES TOTAL	3,781.15
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FUND 10 DEPT 110 - HUMAN RESOURCES

JAMIE S BARNSTORMERS	PO0178814	MEAL (8)/COSTUME CONTEST BREAKFAST	112.33
PAYPAL *OKLAHOMAEMP OK	PO0178815	MANAGING MEDICAL COSTS/REGISTRATION/S KEY	25.00
PREHIRE SCREENING SERV	PO0178815	PRE-EMPLOYMENT BACKGROUND SCREENING	459.00

HUMAN RESOURCES TOTAL	596.33
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FUND 10 DEPT 120 - LEGAL SERVICES

STAPLES 00106633	PO0178814	FOLDERS/INK CARTRIDGE	339.52
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LEGAL SERVICES TOTAL	339.52
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FUND 10 DEPT 140 - SAFETY

3CMA ONLIN* INV-2133	PO0178815	3CMA DUES/D SILAS	400.00
4TE*ADVANCED WATER	PO0178815	WATER COOLER RENTAL 11/22	24.80
CANVA* I03609-0710652	PO0178814	SUBSCRIPTION SERVICE	119.40
JIMMY JOHNS - 2187	PO0178814	MEAL/MAPC MEETING/S HARROD	10.99
RK BLACK INC	PO0178814	COPIER MAINTENANCE 10/22	74.27
USPS PO 3928270415	PO0178814	ALTUS TROPHY NOMINATION PACKAGE	17.05

SAFETY TOTAL	646.51
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FUND 10 DEPT 210 - ACCOUNTING

AMAZON.COM*RG2XY9O03	PO0178815	COMPUTER SPEAKERS	67.23
GOVERNMENT FINANCE OFFICE	PO0178815	GFOA BUDGET eBook	10.00

ACCOUNTING TOTAL	77.23
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PURCHASING CARD CLAIMS LIST

12-20-22 8.8.8.

FUND 10 DEPT 220 - RECORDS & RECEIPTS

APT US&C	PO0178814	CASH HANDLING CLASS (3)	207.00
RECORDS & RECEIPTS TOTAL			207.00

FUND 10 DEPT 250 - INFORMATION TECHNOLOGY

AMZN MKTP US*HI04Q07W1	PO0178814	COMPUTER CABLES	205.92
AMZN MKTP US*HI26G6US0	PO0178814	NETWORK CABLE	138.36
INTEGRITY DATA OF IL	PO0178815	ACA INTEGRITY DATA 12/22	580.00
INFORMATION TECHNOLOGY TOTAL			924.28

FUND 10 DEPT 300 - COMMUNITY DEVELOPMENT

TST* HIDEAWAY PIZZA	PO0178814	MEAL/MAPC MEETING	148.94
COMMUNITY DEVELOPMENT TOTAL			148.94

FUND 10 DEPT 350 - CODE ADMINISTRATION

INT'L CODE COUNCIL INC	PO0178815	TRAINING/LEGAL ASPECTS	198.00
PAYPAL *OKLAHOMAMUN	PO0178815	CODE TRAINING (2)	330.00
TOMMYS EXPRESS	PO0178815	CAR WASH (3)	18.00
CODE ADMINISTRATION TOTAL			546.00

FUND 10 DEPT 400 - ENGINEERING

INT'L CODE COUNCIL INC	PO0178815	CEU TRAINING/A RASMUSON	165.00
QDOBA WESTGATE	PO0178815	MEAL (2)ODEQ UPDATE ON LEAD/CU RULE	26.00
STAPLES 00106633	PO0178815	BUSINESS CARDS/S PAUL	19.99
WILEY	PO0178814	PROJECT ENGINEER POSTING ASCE	655.00
ZOOM.US 888-799-9666	PO0178815	ZOOM MONTHLY 12/22	14.99
ENGINEERING TOTAL			880.98

FUND 10 DEPT 700 - PUBLIC WORKS MGMT

ACADEMY SPORTS #271	PO0178814	HAND WARMERS/TOE WARMERS	23.97
AMZN MKTP US*HW7KD69Z1	PO0178815	SMART LOCK	139.00
DOMINO'S 6465	PO0178814	MEAL (20)/EMP APPRECIATION	47.37
KINNUNEN SALES	PO0178814	THREAD LOCK/SAW BLADE/EDGER	167.79
LOCKE SUPPLY WHC ENID	PO0178815	IGNITOR	23.33
STAPLES 00106633	PO0178814	CARD STOCK/PENS/TISSUES	58.22
STAPLES 00106633	PO0178815	PHONE CHARGER	18.99
WM SUPERCENTER #499	PO0178814	CONTAINERS (10 BOXES)	151.78
WW STARR LUMBER ENID	PO0178814	SHOVEL/RADIUS FORM	107.76
PUBLIC WORKS MGMT TOTAL			738.21

FUND 10 DEPT 710 - FLEET MGMT

AMZN MKTP US*IF2QX6453	PO0178815	PEN LIGHTS	39.78
CENEX FARMERS 07053606	PO0178815	V627 PROPANE	21.85
JUMBO FOODS	PO0178814	CUPCAKES/COOKIES	13.98
KENNY'S TOOLBOX SNAP ON	PO0178815	BIT SET/TRIM TOOL	464.91
LOCKE SUPPLY - ENID	PO0178814	GAS PIPE FITTINGS	48.70
LOCKE SUPPLY WHC ENID	PO0178815	PIPE FITTINGS	183.41
LOWES #00205*	PO0178814	LIGHT BULB	9.98
NAPA TRACS	PO0178815	DIAGNOSTIC PROGRAM	220.00
STANDARD SUPPLY ENID	PO0178815	THERMOSTAT	29.41
FLEET MGMT TOTAL			1,032.02

PURCHASING CARD CLAIMS LIST

12-20-22 8.8.8.

FUND 10 DEPT 730 - PARKS & RECREATION

ALBRIGHT STEEL WIRE ENID	PO0178814	SUPPLIES/CHRISTMAS IN THE PARK	16.00
AMZN MKTP US*HI57T2WW0	PO0178814	LIGHTS/CHRISTMAS IN THE PARK	572.56
AMZN MKTP US*HW8AV08V2	PO0178815	LIGHTS/CHRISTMAS IN THE PARK	229.80
DAL SECURITY LLC	PO0178815	FIRE ALARM MONITORING-CHAMPION GYM	41.00
HOBBY-LOBBY #0008	PO0178815	ORNAMENTS/CHRISTMAS IN THE PARK	111.87
JUMBO FOODS	PO0178815	COOKIES/CHRISTMAS IN THE PARK	599.00
KINNUNEN SALES	PO0178814	CEMENT/ZIP TIES	139.00
LOCKE SUPPLY WE ENID	PO0178815	LIGHTS/CHRISTMAS IN THE PARK	12.60
LOWES #00205*	PO0178814	ZIP TIES	22.98
LOWES #00205*	PO0178815	LIGHTS/CHRISTMAS IN THE PARK	758.38
LOWES #00205*	PO0178815	SUPPLIES/CHRISTMAS IN THE PARK	82.60
LOWES #00205*	PO0178815	WOOD PANELING	258.86
O'REILLY AUTO PARTS 18	PO0178814	V520 FLOOR MATS	38.97
WM SUPERCENTER #499	PO0178814	SUPPLIES/CHRISTMAS IN THE PARK	97.65
WAL-MART #0499	PO0178815	LIGHTS/CHRISTMAS IN THE PARK	714.84
WM SUPERCENTER #499	PO0178815	SUPPLIES/CHRISTMAS IN THE PARK	180.96
WW STARR LUMBER ENID	PO0178815	LUMBER	306.90

PARKS & RECREATION TOTAL	4,183.97
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FUND 10 DEPT 740 - STREET

P AND K EQUIPMENT ENID	PO0178815	V573 FUEL FILTER	30.26
SUNBELT RENTALS #114	PO0178814	(CREDIT) NON-USE OF RENTAL	(2,126.12)
WM SUPERCENTER #4390	PO0178814	RUBBING ALCOHOL/SUGAR	14.08

STREET TOTAL	(2,081.78)
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FUND 10 DEPT 750 - TECHNICAL SERVICES

2000 CED	PO0178815	NETWORK JACKS	12.50
AMZN MKTP US	PO0178814	SAFETY VEST REFUND	(30.38)
APS FIRECO	PO0178815	MOUNTING BRACKET	20.00
ATYOURPACEONLINE.COM	PO0178815	ONLINE LICENSING CEU CLASS	55.00
CONTROL SYSTEM LABS. INC	PO0178814	CONTROLLER BOARD REPAIR	900.00
CRH COFFEE INC	PO0178815	COFFEE	558.50
CRITICAL COMM	PO0178815	ON-CALL PAGER SYSTEM	22.81
ENID ACE HARDWARE	PO0178814	EXTENDABLE LIGHTER	5.59
ENID ACE HARDWARE	PO0178815	KEYS	5.58
GRIMCO INC	PO0178815	PLOTTER CUTTER	155.91
LOWES #00205*	PO0178814	WINDOW CLEANER	46.72
LOWES #00205*	PO0178815	PLYWOOD	32.38
SHERWIN WILLIAMS 70718	PO0178815	PUMP PROTECTR	144.36
SQ *SLATER MECHANICAL	PO0178815	AC UNIT	228.70
STAPLES 00106633	PO0178815	PRINTER PAPER	45.99
THE LOCK PEOPLE	PO0178814	TRAILER/PAD LOCKS	406.88
ULINE *SHIP SUPPLIES	PO0178815	COFFEE MATE	97.44
WAL-MART #4390	PO0178814	MEAL (16)/EMP APPRECIATION	72.88
WM SUPERCENTER #499	PO0178814	HOT CHOCOLATE	11.80
WW STARR LUMBER ENID	PO0178815	CEILING TILE	234.27

TECHNICAL SERVICES TOTAL	3,026.93
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FUND 10 DEPT 900 - LIBRARY

AMAZON.COM*HW7SZ8CD0	PO0178814	BOOKS (10)	99.90
AMZN MKTP US*HW97V9TY1	PO0178814	R2R2023 BOOKS (23)	375.07
AMAZON.COM*MN94X7A83	PO0178815	LAPORTE DONATION/BOOKS (2)	37.90
AMAZON.COM*MN94X7A83	PO0178815	R2R2023 BOOKS (23)	210.96

PURCHASING CARD CLAIMS LIST

12-20-22 8.8.8.

AMAZON.COM*ZL8AN1LH3	PO0178815	LAMINATING POUCHES	19.99
AMZN MKTP US*HW56I5KH1	PO0178815	PAPER CUPS/CREAMER	48.71
BAKER & TAYLOR - BOOKS	PO0178815	BOOKS (44)	703.23
CENTER POINT LARGE PRINT	PO0178815	BOOKS (16)	378.12
CRESCENT STORAGE CENTER	PO0178814	GARFIELD COUNTY LEGAL NEWS	79.00
CRUNCHYROLL *MEMBERSHIP	PO0178814	TEEN/STREAMING MEMBERSHIP	7.99
ENID ACE HARDWARE	PO0178815	ADULT PROGRAM SUPPLIES	25.99
HOBBY-LOBBY #0008	PO0178814	CHILDREN PROGRAM SUPPLIES	30.86
HOBBY-LOBBY #0008	PO0178815	DEC PROGRAM SUPPLIES	136.16
IN *UNIVERSAL MANAGEMENT	PO0178815	JANITORIAL SERVICES	901.63
INGRAM LIBRARY SERVICE	PO0178814	BOOKS (130)	1,703.51
KINDLE SVCS*8T9O026C3	PO0178815	KINDLE BOOKS (2)	15.98
LOWES #00205*	PO0178815	CABINET HINGES	13.56
MYFREEBINGOCARDS.COM	PO0178815	PROGRAM SUPPLIES	10.00
OVERDRIVE DIST	PO0178815	EBOOK (2)/AUDIO	194.97
PARK AVENUE THRIFT	PO0178814	TEEN PROGRAM SUPPLIES	14.97
PIONEER TELEPHONE COMP	PO0178814	MIFI	75.08
WM SUPERCENTER #499	PO0178814	CO2 DETECTOR	32.07
WM SUPERCENTER #499	PO0178815	BOOKS (3)	32.84
WM SUPERCENTER #499	PO0178815	DEC PROGRAM SUPPLIES	125.50

LIBRARY TOTAL	5,273.99
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FUND 20 DEPT 205 - AIRPORT

AMZN MKTP US*HI0AF0K61	PO0178814	COFFEE/CUTLERY	72.73
AMZN MKTP US*6I7VT77I3	PO0178815	TOILET PAPER	94.83
DTV*DIRECTV SERVICE	PO0178815	MONTHLY SERVICE 12/22	100.99
JAMIE S BARNSTORMERS	PO0178815	MEAL (4)/AVIATION ADVISORY BOARD MEETING	45.90
JOHN M ELLSWORTH CO INC	PO0178815	JET A BULK TANK OVERFLOW ALARM BOX	452.12
WALMART.COM	PO0178814	LIGHT BULBS	21.90

AIRPORT TOTAL	788.47
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FUND 22 DEPT 225 - GOLF

AUTOPAY/DISH NTWK	PO0178815	MONTHLY SERVICE 12/22	164.07
OPTIMUM 7705	PO0178815	MONTHLY SERVICE 12/22	84.95

GOLF TOTAL	249.02
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FUND 31 DEPT 230 - UTILITY SERVICES

AMZN MKTP US*HI6NT13Z2	PO0178814	DRY ERASERS/CALENDARS (9)/KEYBOARD	324.68
JUMBO FOODS	PO0178814	MEAL (6)/EMPLOYEE APPRECIATION	34.98
LOWES #00205*	PO0178814	(CREDIT) TAX REFUND	(1.45)
STAPLES 00106633	PO0178814	PEN/INK CARTRIDGE	84.98

UTILITY SERVICES TOTAL	443.19
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FUND 31 DEPT 760 - SOLID WASTE

029 BRAUMS STORE	PO0178815	MEAL (12)/DEPT MEETING 760	32.45
AMZN MKTP US*HI3QQ0V12	PO0178814	HAND SANITIZER/WORK GLOVES/WIPES	231.80
AMAZON.COM*2B3TL0YC3	PO0178815	V277 STEPS	61.74
AMZN MKTP US*6V90L3ZW3	PO0178815	WORK GLOVES/DRILL BITS	146.15
B AND D TRUCK PARTS	PO0178814	V358 COOLANT RES. TANK	173.00
BRUCKNERS - ENID	PO0178814	V213 BELT TENSIONER	294.30
BRUCKNERS - ENID	PO0178814	V248 AM/FM RADIO	393.50
BRUCKNERS - ENID	PO0178815	V223 BUG SCREEN	89.96
CARTER PAINT COMPANY	PO0178815	PAINT	327.30
HARBOR FREIGHT TOOLS30	PO0178814	DRILL BITS/RIVETER	31.98

PURCHASING CARD CLAIMS LIST

12-20-22 8.8.8.

KINNUNEN SALES	PO0178814	SAFETY VESTS	89.85
LOWES #00205*	PO0178814	WINDOW BLINDS	7.98
SOLID WASTE ASSOCIATION	PO0178815	SWANA YEARLY DUES	335.00
SUBWAY	PO0178815	MEAL (25)/THANKSGIVING WORKERS	85.67
THE LOCK PEOPLE	PO0178815	PADLOCKS	191.54

SOLID WASTE TOTAL	2,492.22
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FUND 31 DEPT 785 - PUBLIC UTILITIES MGMT

AMZN MKTP US*HW0899NT0	PO0178814	FIELD JOURNAL/POLY BAGS/SAMPLE JARS	116.34
DOMINO'S 6465	PO0178814	MEAL (20)/EMP APPRECIATION	47.38
LOWES #00205*	PO0178815	TOOL BAG/PLIERS/PAPER TOWELS	47.94
O'REILLY AUTO PARTS 18	PO0178815	SCREWDRIVERS	27.99
SECRETARY OF STATE	PO0178814	NOTARY FILING FEE	10.40
SQ *DAYLIGHT DONUTS #2	PO0178815	MEAL (10)/DEPT MEETING	30.40
SQ *ENVIRONMENTAL TEST	PO0178815	LAB ANALYSIS	595.00

PUBLIC UTILITIES MGMT TOTAL	875.45
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FUND 31 DEPT 790 - WATER PRODUCTION

ATWOOD 01 ENID	PO0178815	TIE DOWN STRAPS/HASP/HINGES	80.84
CRH COFFEE INC	PO0178815	COFFEE	192.00
HARBOR FREIGHT TOOLS30	PO0178815	V320 LADDER RACK/PULL HITCH	143.96
LOWES #00205*	PO0178815	VENT COVERS/STRAPS/SILICONE	266.26
STAPLES 00106633	PO0178814	UPS/CLEO WELL RADIO SYSTEM	39.99

WATER PRODUCTION TOTAL	723.05
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FUND 31 DEPT 795 - UTILITY MAINTENANCE

INTERNATIONAL MUNICIPAL	PO0178815	TRAFFIC CONTROL LICENSE	80.00
THE LOCK PEOPLE	PO0178815	PADLOCKS	213.02

UTILITY MAINTENANCE TOTAL	293.02
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FUND 31 DEPT 799 - WASTEWATER PLANT MGMT

BRUCKNERS - ENID	PO0178814	V452 COIL	31.06
LOCKE SUPPLY WHC ENID	PO0178814	LINE VOLT STAT	35.70
STANDARD SUPPLY ENID	PO0178814	THERMOSTAT	42.06

WASTEWATER PLANT MGMT TOTAL	108.82
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FUND 51 DEPT 515 - POLICE

3 TEQUIAS	PO0178815	MEAL/DRE TRAINING/M HAINLEY	16.54
GALLS	PO0178814	POLICE BADGES (4)	525.90
LOWES #00205*	PO0178815	CLEANING RAGS/DUST PAN	196.46
MACCO PROMOTIONS	PO0178815	TABLECLOTH/POLICE LOGO	542.77
SECRETARY OF STATE	PO0178815	NOTARY/J MCFADDEN	10.40
THE VACUUM CENTER	PO0178815	FILTERS (4)	90.95
TST* NASHBIRD - EDMOND	PO0178815	MEAL/DRE TRAINING/M HAINLEY	21.05
UPS (800) 811-1648	PO0178815	SHIPPING FEES	13.36
WAYBACK BURGERS	PO0178815	MEAL/DRE TRAINING/M HAINLEY	12.33
WHATABURGER 1080	PO0178815	MEAL (2)/DRE TRAINING/M HAINLEY	21.38

POLICE TOTAL	1,451.14
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FUND 65 DEPT 655 - FIRE

095 BRAUMS STORE	PO0178814	MEAL (3)/ROPES RESCUE 2/M BAKER	15.26
AMAZON.COM*HI4X563X2	PO0178814	AIR HOSE (3)/GAUZE PADS	114.77

PURCHASING CARD CLAIMS LIST

12-20-22 8.8.8.

AMZN MKTP US*HW1X17871	PO0178815	SPLINT IMMOBILIZATION SYSTEM	169.95
BEST WESTERN INN	PO0178814	LODGING/ROPES RESCUE 2/M BAKER	98.17
BEST WESTERN KENOSHA	PO0178814	LODGING (2)/ROPES RESCUE 1A	130.00
BJ'S RESTAURANTS 616	PO0178814	MEAL (2)/ROPES RESCUE 1A	66.25
BOOM A RANG DINER	PO0178814	MEAL/ROPES RESCUE 2/M BAKER	9.28
CASEYS #3702	PO0178814	MEAL/ROPES RESCUE 2/M BAKER	5.58
CAZADOREZ MEXICAN	PO0178814	MEAL/ROPES RESCUE 2/M BAKER	16.99
EBAY O*05-09411-32055	PO0178815	V1040 FILTER	29.99
EBAY O*21-09374-23483	PO0178814	V1024 BRAKE LIGHT	32.35
FAMILY DOLLAR #5804	PO0178814	BLEACH/MOUSE TRAPS/PEANUT BUTTER	8.50
FREDDY'S 17-0001	PO0178814	MEAL (2)/ROPES RESCUE 1A	25.76
HOBBY-LOBBY #0008	PO0178814	CERTIFICATE FRAMES (4)	51.96
IMAGEFIRST HEALTHCARE	PO0178815	KITCHEN/SHOP TOWELS	52.50
JACKS OUTDOOR POWER	PO0178815	V1029 CHAINSAW TRIGGER	6.21
JUMBO FOODS	PO0178815	MEAL/CHRISTMAS PARTY	793.71
LOUIE S GRILL AND BAR	PO0178814	MEAL (2)/ROPES RESCUE 1A	29.00
LOWES #00205*	PO0178815	CEILING FAN	179.31
O'REILLY AUTO PARTS 18	PO0178814	V1029 WIPER BLADES	29.88
O'REILLY AUTO PARTS 18	PO0178815	V1006 FILTERS	72.41
O'REILLY AUTO PARTS 18	PO0178815	V1019/V1040 FILTERS	280.97
STEVENS FORD	PO0178815	V1019 FUEL FILTER	52.89
SUBWAY 16022	PO0178814	MEAL/ROPES RESCUE 2/M BAKER	9.78
TEXAS ROADHOUSE #2138	PO0178814	MEAL (2)/ROPES RESCUE 1A	48.00
TOMMYS EXPRESS	PO0178815	V1015 CAR WASH	51.99
USPS PO 3928270415	PO0178814	SHIPPING FEES	10.85
WAL-MART #0499	PO0178814	TEA/CHRISTMAS PARTY	13.56
WM SUPERCENTER #389	PO0178814	CHRISTMAS TABLE COVERS (7)	10.34

FIRE TOTAL**2,416.21****FUND 99 DEPT 995 - EPTA**

WM SUPERCENTER #499	PO0178814	CHRISTMAS DECOR/PARADE	45.94
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EPTA TOTAL**45.94****JP MORGANCHASE CLAIMS LIST TOTAL****\$ 30,573.81**



AGENDA ITEM REPORT

Meeting Date: December 20, 2022

Staff Contact: Erin Crawford, Chief Financial Officer

Department: Accounting

Subject: Consider a resolution increasing the 2022-2023 Fiscal Financial Plan for the Enid Municipal Authority in the amount of \$842,330.00.

Background:

This is a companion to items 8.1 and 8.2.

On April 18, 2022, the Oklahoma Water Resources Board approved the 2022 EMA Series 2022 OWRB Note, which provides funding of \$4,000,000.00.

Project funds of \$842,330.00 will be transferred from the Enid Municipal Authority to the Water Capital Improvement Fund to provide funding for Project No. W-2123 - Randolph Avenue, Van Buren Street to Washington Street Waterline Relocation.

Attachments:

[2022-12-20 EMA Resolution - OWRB SRF 2022 Series Note Proceeds - Leona Mitchell Waterline](#)

RESOLUTION

A RESOLUTION INCREASING THE 2022-2023 FISCAL FINANCIAL PLAN FOR THE ENID MUNICIPAL AUTHORITY IN THE AMOUNT OF \$842,330.00.

WHEREAS, the financial plan for the 2022-2023 Enid Municipal Authority Operations Department must be increased by \$842,330.00 to transfer to the Water Capital Improvement Fund, Water Capital Improvement Department to provide funding for W-2123, Randolph Avenue, Van Buren Street to Washington Street waterline relocation; and

WHEREAS, a low-cost Oklahoma Water Resources Board (OWRB) loan ORF-22-0017-DW is available to provide the funding; and

WHEREAS, the appropriated amounts for the 2022-2023 Enid Municipal Authority fiscal financial plan in the Enid Municipal Authority Operations Department must be increased by \$842,330.00 to provide funding to award a contract for W-2123, Randolph Avenue, Van Buren Street to Washington Street waterline relocation; and

AND NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND BOARD OF TRUSTEES OF THE ENID MUNICIPAL AUTHORITY, THAT THE ENID MUNICIPAL AUTHORITY 2022-2023 FISCAL FINANCIAL PLAN BE INCREASED IN THE FOLLOWING AMOUNTS:

**FUND 31 ENID MUNICIPAL AUTHORITY
EMA Operations Department**

\$842,330.00

Adopted this 20th day of December 2022.

Chairman

(Seal)

ATTEST:

Secretary