



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

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BOARD OF COMMISSIONERS

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**NOTICE OF REGULAR MEETING**

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

Notice is hereby given that the Mayor and Board of Commissioners of the City of Enid, Oklahoma, the Trustees of the Enid Municipal Authority, a Public Trust, and the Trustees of the Enid Economic Development Authority, a Public Trust, will meet in regular session at 6:30 p.m. on the 19<sup>th</sup> day of March, 2013, in the Council Chambers of the City Administration Building, located at 401 W. Owen K. Garriott Road in said city, and the agenda for said meeting is as follows:

- AGENDA -

MAYOR AND BOARD OF COMMISSIONERS REGULAR MEETING

1. CALL TO ORDER/ROLL CALL.
2. INVOCATION.
3. FLAG SALUTE.
4. CONSIDER APPROVAL OF MINUTES OF THE SPECIAL AND REGULAR SESSIONS OF MARCH 5, 2013.
5. AWARDS, PRESENTATIONS, AND ORGANIZATIONAL BUSINESS.
  - 5.1 PRESENT PET AVAILABLE FOR ADOPTION AT THE CITY ANIMAL SHELTER.

- 5.2 PRESENTATION ON ENID PUBLIC SCHOOLS MEMORANDUM OF UNDERSTANDING BY KELLER TAYLOR, GLOBAL SPECTRUM GENERAL MANAGER, ENID EVENT CENTER AND CONVENTION HALL.
- 5.3 PRESENTATION ON DOWNTOWN HOTEL DEVELOPMENT AGREEMENT BY DAVID OWEN AND DAVID MASHBURN, LODGEWELL, LLC.
- 5.4 CONSIDER APPOINTMENTS TO THE AVIATION ADVISORY BOARD, CONSTRUCTION BOARD OF APPEALS, TREE BOARD, VANCE DEVELOPMENT AUTHORITY, AND ADA ACCESS BOARD.

- AVIATION ADVISORY BOARD - Four (4) vacancies to be filled by any interested citizen of the city of Enid. Applications are attached for your consideration.
- CONSTRUCTION BOARD OF ADJUSTMENT & APPEALS - One (1) vacancy to be filled by a licensed plumbing contractor, or a licensed plumbing journeyman. Mr. Mark Arnold is the only applicant for this position. A copy of Mr. Arnold's application is attached for your consideration.
- TREE BOARD - Four (4) vacancies to be filled by any interested citizen of the city of Enid, one of which will fill an unexpired term to March 1, 2014. Applications have been received from Ms. Shala Miller, Ms. Nancy Moore, Mr. John Ward, and Ms. Judy Watson, copies of which are attached for your consideration.
- VANCE DEVELOPMENT AUTHORITY - Three (3 ) vacancies to be filled as follows:

One (1) vacancy to be filled by a person who has retired from the U.S. Air Force. Applications are attached for your consideration.

One (1) vacancy to be filled by a director or officer of a hospital located within the corporate limits of the city of Enid. This vacancy is due to the relocation of Mr. Jeffrey Tarrant, and will fill an unexpired term to March 1, 2014. Mr. Stan Tatum is the only applicant for this position. A copy of Mr. Tatum's application is attached for your consideration.

One (1) vacancy to be filled by any interested person from the public at large. Applications are attached for your consideration.

- ADA ACCESS BOARD - One (1) vacancy to be filled by any interested citizen of the city of Enid. Applications are attached for your consideration.

**ATTACHMENTS:** Applications and ballots.

**PRESENTER:** Joan Riley, Assistant City Manager.

6. HEARINGS.

6.1 NONE.

7. COMMUNITY DEVELOPMENT.

7.1 NONE.

8. ADMINISTRATION.

8.1 CONSIDER A REAL ESTATE CONTRACT WITH ENID HOTEL 1, LLC, A WHOLLY OWNED SUBSIDIARY OF LODGEWELL, LLC, OVERLAND PARK, KANSAS.

**BACKGROUND:** On January 21, 2013, the City of Enid and LodgeWell, LLC, entered into a Master Development Agreement. Pursuant to that Agreement, the City will sell certain property to Enid Hotel 1, LLC, in order to construct a hotel on the Renaissance Project site. This Real Estate Contract will be appended to the Agreement with LodgeWell, LLC.

**2012-2013 BUDGETED ITEM:** Not applicable.

**FUNDING SOURCE:** Not applicable.

**ATTACHMENTS:** Contract.

**RECOMMENDATION:** Award and execute the Contract.

**PRESENTER:** Andrea Springer, City Attorney.

8.2 CONSIDER A RESOLUTION AMENDING THE 2012-2013 GENERAL FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$531,000.00 TO INCREASE THE 2012-2013 APPROPRIATED AMOUNTS FOR THE GENERAL FUND TRANSFERS DEPARTMENT.

**BACKGROUND:** This is a companion to Items 8.3, 8.4, 8.5, and 8.6.

Funds in the amount of \$340,000.00 will be transferred to the Airport Fund to purchase Hangar No. 2 if the sale is approved.

Champlin Park received donations of \$140,000.00 to provide funding for playground equipment. The Park Board will provide \$25,500.00 with a similar amount from the Capital Improvement Fund to complete the improvements. \$191,000.00 of the proposed amended funds will be transferred to the Capital Improvement Fund for Champlin Park improvements if this cost sharing proposal is approved.

**2012-2013 BUDGETED ITEM:** This item appropriates the funding in the General Fund.

**FUNDING SOURCE:** General Fund

**ATTACHMENTS:** Resolution.

**RECOMMENDATION:** Approve Resolution.

**PRESENTER:** Jerald Gilbert, Chief Financial Officer.

**8.3 CONSIDER A RESOLUTION AMENDING THE 2012-2013 CAPITAL IMPROVEMENT FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$384,850.00 TO INCREASE THE 2012-2013 APPROPRIATED AMOUNTS FOR THE CAPITAL IMPROVEMENT DEPARTMENT.**

**BACKGROUND:** This is a companion to Items 8.2, 8.4, 9.1, and 12.1. Funds in the amount of \$191,000.00, which includes \$140,000.00 in Champlin Park donations and Park Board matching of \$25,500.00, will be transferred from the General Fund. In addition, \$193,850.00 will be transferred from the Enid Municipal Authority Fund to the Capital Improvement Department for a total of \$384,850.00 to purchase Champlin Park Improvements and Klemme artwork for the new Events Center.

**2012-2013 BUDGETED ITEM:** This item appropriates the funding in the Capital Improvement Fund.

**FUNDING SOURCE:** Capital Improvement Fund

**ATTACHMENTS:** Resolution.

**RECOMMENDATION:** Approve Resolution.

**PRESENTER:** Jerald Gilbert, Chief Financial Officer.

**8.4 CONSIDER A CONTRACT WITH CUNNINGHAM ASSOCIATES, FOR THE CHAMPLIN PARK PLAYGROUND EQUIPMENT, PROJECT P-1303A, AND**

**AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS AFTER REVIEW BY THE CITY ATTORNEY.**

**BACKGROUND:** This is a companion to Items 8.2 and 8.3. This project will construct and place new playground features, benches, picnic tables, and sidewalks in Champlin Park, located at Van Buren Street and Garriott Road. The new playground will be erected with a drain system and play equipment over high quality, engineered synthetic mulch.

Three (3) bids were received (shown low to high):

1. Cunningham Associates	Base Bid	\$190,447.25
2. J.R. Jackson & Company	Base Bid	\$225,981.81
3. Henson Construction	Base Bid	\$254,485.00

Cunningham Associates provided the lowest base bid at \$190,447.25. The bid included three (3) add alternates to: 1) Remove and replace sidewalks; 2) Construct a natural sod berm, and 3) Remove trees. However, the recommendation awards only the base bid. City forces will provide sidewalk and tree removal.

Donations of \$140,000.00 have been pledged to the Park Fund for this project, and the remaining cost of \$51,000.00 will be shared between the Park Board and the Capital Improvement Fund.

**2012-2013 BUDGETED ITEM:** No.

**FUNDING SOURCE:** Capital Improvement Fund.

**ATTACHMENTS:** Canvass of Bids.

**RECOMMENDATION:** Award a contract to Cunningham Associates for the base bid amount of \$190,447.25, and authorize the Mayor to execute all contract documents after review by the City Attorney.

**PRESENTER:** Robert Hitt, P.E., Director of Engineering Services.

- 8.5 **CONSIDER A RESOLUTION AMENDING THE 2012-2013 AIRPORT FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$340,000.00 TO INCREASE THE 2012-2013 APPROPRIATED AMOUNTS FOR THE GENERAL FUND TRANSFERS DEPARTMENT.**

**BACKGROUND:** This is a companion to Items 8.2 and 8.6. Funds in the amount of \$340,000.00 (Hangar No. 2 purchase cost plus closing costs), will be transferred from the General Fund to the Airport Fund to purchase Hangar No. 2 if the Commission approves the sale.

**2012-2013 BUDGETED ITEM:** This item appropriates the funding in the Airport Fund.

**FUNDING SOURCE:** Airport Fund.

**ATTACHMENTS:** Resolution.

**RECOMMENDATION:** Approve Resolution.

**PRESENTER:** Jerald Gilbert, Chief Financial Officer.

- 8.6 **CONSIDER THE PURCHASE OF HANGAR NO. 2 AT ENID WOODRING REGIONAL AIRPORT FROM REVOCABLE INTER VIVOS TRUST OF HAROLD G. HAMM, DATED APRIL 23, 1884.**

**BACKGROUND:** This is a companion to Items 8.2 and 8.5. This purchase was reviewed by the City Commission at the March 5, 2013, Study Session. Hangar No. 2 is currently owned by the Revocable Inter Vivos Trust of Harold G. Hamm. The hangar was built in approximately 1983, and has 10,000 square feet of hangar space capable of sheltering multiple aircraft. Approximately 3,000 square feet of the facility includes recently remodeled office/storage space and three (3) bathrooms. The owner has offered to sell it to the City of Enid for \$335,000.00.

**2012-2013 BUDGETED ITEM:** No.

**FUNDING SOURCE:** Airport Fund.

**ATTACHMENTS:** None.

**RECOMMENDATION:** Approve purchase of Hangar No. 2 in the amount of \$335,000.00.

**PRESENTER:** Dan Ohnesorge, Enid Woodring Regional Airport Director.

- 8.7 **CONSIDER AMENDING THE SEWER USE ORDINANCE 2000-24 TO INCORPORATE STREAMLINING REQUIREMENTS.**

**BACKGROUND:** This ordinance was reviewed by the City Commission at the March 5, 2013, Study Session. On February 22, 2010, the City of Enid submitted a request to the Oklahoma Department of Environmental Quality (ODEQ) to amend the City's Sewer Use Ordinance to incorporate the new streamlining requirements implemented by the U.S. Environmental Protection Agency (EPA). The ODEQ responded on

October 25, 2010, with minor revisions required to the Ordinance, Pretreatment Program Manual, and Enforcement Response Plan. The City of Enid made the necessary changes and submitted it to the City Attorney for review.

On July 27, 2011, the City returned the ordinance to ODEQ for approval. On April 10 and April 18, 2012, a public notice was published in the Enid News & Eagle, and the public review and comment period closed on May 18, 2012. The public notice was accepted by the ODEQ on June 1, 2012. No significant adverse comments were received.

On August 28, 2012 the City of Enid received notice from the ODEQ that the new ordinance may be submitted to the City Commission for approval. The ordinance was submitted to the City Attorney for her final approval on November 27, 2012. Upon approval, the new Ordinance will be forwarded to the ODEQ for formal approval.

**2012-2013 BUDGETED ITEM:** Not applicable.

**FUNDING SOURCE:** Not applicable.

**ATTACHMENTS:** Ordinance.

**RECOMMENDATION:** Adopt Ordinance.

**PRESENTER:** Jim McClain, Director of Public Works.

**8.8 CONSIDER AN ORDINANCE AMENDING TITLE 2, CHAPTER 6, ARTICLE B, SECTION 2-6B-2 AND CREATING TITLE 2, CHAPTER 6, ARTICLE B, SECTION 2-6B-18 OF THE ENID MUNICIPAL CODE, 2003.**

**BACKGROUND:** This ordinance was reviewed by the City Commission at the February 14, 2013, Study Session. It increases the telephone exchange fee to five percent (5%). It also creates Section 2-6B-18, which outlines the City license required of any telephone exchange or other company desiring to use the City's rights-of-ways for the purpose of communication, telecommunication, data transfer, or any other type of information or data movement. This section also provides for payment calculation, timing, late fees, and violation penalties.

**2012-2013 BUDGETED ITEM:** Not applicable.

**FUNDING SOURCE:** Not applicable.

**ATTACHMENTS:** Ordinance.

**RECOMMENDATION:** Adopt Ordinance.

**PRESENTER:** Andrea Springer, City Attorney.

- 8.9 CONSIDER AN ORDINANCE AMENDING TITLE 7, CHAPTER 2, ARTICLE A, SECTION 7-2A-1 OF THE ENID MUNICIPAL CODE, 2003, TO ADD TWO MEMBERS TO THE PARK BOARD, FOR A TOTAL OF EIGHT (8) MEMBERS.

**BACKGROUND:** This ordinance was requested by Commissioner Janzen.

This ordinance will add two (2) members to the Park Board, increasing membership to eight (8). This ordinance also provides for repealer, savings clause, severability and codification.

**2012-2013 BUDGETED ITEM:** Not applicable.

**FUNDING SOURCE:** Not applicable.

**ATTACHMENTS:** Ordinance.

**RECOMMENDATION:** Approve Ordinance.

**PRESENTER:** Andrea Springer, City Attorney.

9. CONSENT.

- 9.1 APPROVE AND EXECUTE A CONTRACT WITH MIKE KLEMME PHOTOGRAPHY, INC.

**BACKGROUND:** This is a companion to Items 8.3 and 12.1. As per previous agreements, Mr. Mike Klemme was retained to design, procure and install artwork for the Enid Event Center. This contract will direct Mr. Klemme to complete the project at a cost of \$193,850.00.

**2012-2013 BUDGETED ITEM:** Yes.

**FUNDING SOURCE:** General Fund.

**ATTACHMENTS:** Contract.

**RECOMMENDATION:** Award and execute the contract.

**PRESENTER:** Andrea Springer, City Attorney.



9.2 ACCEPT PROJECT WITH HEMBREE & HODGSON CONSTRUCTION, LLC, PONCA CITY, OKLAHOMA, FOR THE TECHNICAL SERVICES BUILDING EXPANSION, PROJECT NO. M-1212A.

**BACKGROUND:** This project provided a 50-foot by 60-foot addition to the Technical Services building at the Service Center. The building includes work, storage, restroom, and break areas. Plumbing and electrical was completed by the City of Enid.

The original contract was \$118,250.00. One (1) change order was added for \$5,390.00 to extend the side panels from 14 feet to 15 feet and 8 inches. The total contract amount is \$123,640.00.

This project is complete and has a three (3) year Maintenance Bond.

**2012-2013 BUDGETED ITEM:** Yes.

**FUNDING SOURCE:** Capital Improvement Fund.

**ATTACHMENTS:** None.

**RECOMMENDATION:** Accept project.

**PRESENTER:** Robert Hitt, P.E., Director of Engineering Services.

9.3 APPROVE CHANGE ORDER NO. 5 WITH RICK LORENZ CONSTRUCTION, ENID, OKLAHOMA, ON THE 2012 LOCAL STREET PROJECT NO. R-1201A.

**BACKGROUND:** Rick Lorenz Construction has a proven record for providing cost and time effective, quality concrete work. Change Order No. 5 will add the Downtown Renaissance Street Improvement Phase 1 completion to the existing local street contract. Work will include placement of new curbs, sidewalks and sod along the access routes from the new parking lots at Convention Hall to the new Events Center.

Change Order No. 5 will be presented at the City Commission meeting.

**2012-2013 BUDGETED ITEM:** Yes.

**FUNDING SOURCE:** Street and Alley Fund.

**ATTACHMENTS:** None. Change Order No. 5 will be provided at the meeting.

**RECOMMENDATION:** Approve Change Order No. 5.

**PRESENTER:** Chris Gdanski, Deputy Director Engineering Management.

- 9.4 APPROVE CHANGE ORDER NO. 1 WITH YOUNG CONTRACTING, LLC, OKLAHOMA CITY, OKLAHOMA, ON THE RENAISSANCE STREET IMPROVEMENT, PHASE 1 PROJECT NO. R-1205A.

**BACKGROUND:** The City Commission awarded Phase 1 to Young Contracting, LLC, on December 4, 2013, for \$337,442.20. This project will provide pedestrian access from the new parking lots being constructed at the Events Center and Convention Hall, which includes reconstruction of certain curbs and storm inlets. All work is to be completed by the opening of the Events Center.

Change Order No. 1, in a deduct amount, will limit Young Contracting to correct work already completed. To meet time requirements for completion, the remainder of the work will be completed by another existing contract.

**2012-2013 BUDGETED ITEM:** Yes.

**FUNDING SOURCE:** Street and Alley Fund.

**ATTACHMENTS:** None. Change Order No. 1 will be provided at the meeting.

**RECOMMENDATION:** Approve Change Order No. 1.

**PRESENTER:** Chris Gdanski, Deputy Director Engineering Management.

- 9.5 APPROVAL OF CLAIMS IN THE AMOUNT OF \$5,158,147.25.

**ATTACHMENTS:** List of claims.

10. RECESS TO CONVENE AS THE ENID MUNICIPAL AUTHORITY.

11. TRUSTEES OF THE ENID MUNICIPAL AUTHORITY REGULAR MEETING.

12. ENID MUNICIPAL AUTHORITY REGULAR MEETING.

- 12.1 CONSIDER A RESOLUTION INCREASING THE 2012-2013 FISCAL FINANCIAL PLAN FOR THE ENID MUNICIPAL AUTHORITY IN THE AMOUNT OF \$193,850.00.

**BACKGROUND:** This is a companion to Items 8.3 and 9.1. Funds must be transferred from the Enid Municipal Authority Operations Department to

the Capital Improvement Fund Capital Improvement Department to provide funding in the amount of \$193,850.00 for the Klemme artwork in the new Event Center.

**2012-2013 BUDGETED ITEM:** Yes.

**FUNDING SOURCE:** Enid Municipal Authority/Renaissance Line-of-Credit.

**ATTACHMENTS:** Resolution.

**RECOMMENDATION:** Approve Resolution.

**PRESENTER:** Jerald Gilbert, Chief Financial Officer.

**12.2. APPROVAL OF CLAIMS IN THE AMOUNT OF \$283,343.27.**

**ATTACHMENTS:** List of claims.

13. ADJOURN TO RECONVENE AS THE ENID CITY COMMISSION.
14. PUBLIC DISCUSSION.
15. ADJOURN.

MINUTES OF SPECIAL MEETING OF  
MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA,  
HELD ON THE 5TH DAY OF MARCH 2013

The Mayor and Board of Commissioners of the City of Enid, County of Garfield, State of Oklahoma, met in special meeting in the Lower Level Conference Room of the Administration Building of the City of Enid, located at 401 West Owen K. Garriott Road in said city, at 4:45 P.M. on the 5th day of March 2013, pursuant to notice given forty-eight (48) hours in advance to the Clerk of the City of Enid, and pursuant to notice thereof displayed at the entrance to the Administration Building of said city, in prominent view and which notice was posted prior to 4:45 P.M. on the 4th day of March 2013.

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

PRESENT: Commissioners Janzen, Stuber, Blackburn, Ritchie and Mayor Shewey.

ABSENT: Commissioner Wilson.

Staff present were City Manager Eric Benson, Assistant City Manager Joan Riley, City Attorney Andrea Springer, City Clerk Linda Parks, Engineering Director Robert Hitt, Public Works Director Jim McClain, Police Chief Brian O'Rourke, Director of Marketing and Public Relations Steve Kime, Safety Director Billy McBride, Director of Aviation Dan Ohnesorge, and Director of Long Range Planning Whitney Box.

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Motion was made by Commissioner Janzen and seconded by Commissioner Stuber to appoint Dr. David Vanhooser as Ward 6 Commissioner to fill an unexpired term to May 2013, and the vote was as follows:

AYE: Commissioners Janzen, Stuber, Blackburn, Ritchie and Mayor Shewey.

NAY: None.

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Municipal Judge Linda Pickens administered the Oath of Office to Dr. Vanhooser, who then took his seat on the Commission.

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

AYE: Commissioners Janzen, Stuber, Blackburn, Ritchie, Vanhooser and Chairman Shewey.

NAY: None.

The meeting adjourned at 4:50 P.M.

MINUTES OF REGULAR MEETING OF  
MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA,  
TRUSTEES OF THE ENID MUNICIPAL AUTHORITY, A PUBLIC TRUST, AND  
TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY, A PUBLIC TRUST  
HELD ON THE 5TH DAY OF MARCH 2013

The Mayor and Board of Commissioners of the City of Enid, County of Garfield, State of Oklahoma, the Trustees of the Enid Municipal Authority, a Public Trust, and the Trustees of the Enid Economic Development Authority, a Public Trust, met in regular meeting in the Council Chambers of the Administration Building of the City of Enid, located at 401 West Owen K. Garriott Road in said city, at 6:30 P.M. on the 5th day of March 2013, pursuant to notice given by December 15, 2012 to the Clerk of the City of Enid, and pursuant to notice thereof displayed at the entrance to the Administration Building of said city, in prominent view and which notice was posted prior to 5:00 P.M. on the 4th day of March 2013.

-MAYOR AND BOARD OF COMMISSIONERS-

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

PRESENT: Commissioners Janzen, Stuber, Blackburn, Ritchie, Wilson, Vanhooser and Mayor Shewey.

ABSENT: None.

Staff present were City Manager Eric Benson, Assistant City Manager Joan Riley, City Attorney Andrea Springer, City Clerk Linda Parks, Engineering Director Robert Hitt, Chief Financial Officer Jerald Gilbert, Public Works Director Jim McClain, Planning Administrator Chris Bauer, Police Chief Brian O'Rourke, Director of Marketing and Public Relations Steve Kime, Safety Director Billy McBride, Director of Aviation Dan Ohnesorge, Director of Long Range Planning Whitney Box, and Ex-Officio member Col. Darren James.

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Pastor Brad Mendenhall from World Harvest Church gave the Invocation, and Col. Darren James led the Flag Salute.

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Motion was made by Commissioner Ritchie and seconded by Commissioner Janzen to approve the minutes of the regular Commission meeting of February 21, 2013. (No vote was taken).

Commissioner Vanhooser asked for clarification on the motion made at the February 21st meeting regarding the Master Development Agreement with Lodgewell Development, Inc., as it pertained to ownership of the parking garage.

Commissioner Ritchie stated that his motion was that the parking garage was not a part of the agreement and still open for negotiation.

Commissioner Vanhooser agreed, and moved to correct the minutes to coincide with Commissioner Ritchie's motion. (No second to the motion was made).

Commissioner Ritchie amended his original motion to accept the minutes of the February 21, 2013 Commission meeting as per discussion held.

Commissioner Ritchie restated his motion to approve the minutes of the regular session of February 21, 2013, with specific designation that the ownership of the parking garage in downtown Enid was still up for negotiation and not a part of the Master Agreement that was voted on.

The amended motion was seconded by Commissioner Janzen, and the vote was as follows:

AYE: Commissioners Janzen, Stuber, Blackburn, Ritchie, Wilson, Vanhooser and Mayor Shewey.

NAY: None.

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Mr. David Handley presented "Sammi", a female Mixed Chihuahau, available for adoption at the Enid Animal Shelter.

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Mayor Shewey expressed his sincere appreciation and thanks to City of Enid staff, and police, fire, and water department employees for their service and dedication during and after the February 25, 2012 snowstorm. Thanks were also given to Oklahoma Gas & Electric Company, Alfalfa Electric Company, Vance Air Force Base and Koch Nitrogen, for their continued support during the time taken to restore service to the City of Enid's well fields.

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Police Chief Brian O'Rourke recognized Officer Randy Johnson, the Enid Police Department's Officer of the Year.

A Proclamation was read and presented proclaiming the month of March 2013 as "Desk and Derrick Awareness Month."

Ms. Kaylee Majors, Ms. Hailey Holmes, and Mr. Santiago Guzman-Hernandez were presented certificates for their creative and thoughtful park designs in conjunction with the Quality of Life Park Initiative.

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Mr. Mike Cooper, Vance Development Authority Consultant, provided a brief update regarding protection and enhancement efforts with respect to Vance Air Force Base. He spoke regarding issues impacting those efforts, including infrastructure, quality of life, mission capabilities, and cost reductions through public to public partnerships, and noted projects that had been successful as the result of local, State and Federal funding efforts.

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Ballots were taken for two (2) appointments to the Metropolitan Area Planning Commission. Successful candidates were Mr. Geoff Helm who will serve on said Commission until March 1, 2016, and Mr. Cody Haney who will fill an unexpired term to March 1, 2015.

Ballots were taken for one (1) appointment to the Park Board. The successful candidate was Ms. Molly Helm who will fill an unexpired term on said Board until March 1, 2014.



Ballots were taken for one (1) appointment to the Enid Public Transportation Authority. The successful candidate was Mr. William Gungoll who will serve on said Authority until March 1, 2017.

Ballots were taken for one (1) appointment to the Board of Adjustment. The successful candidate was Mr. William Gungoll who will serve on said Board until March 1, 2016.

Ballots were taken for one (1) appointment to the Meadowlake Golf Course Advisory Board. Mr. Bob Adamson was the successful candidate and will fill an unexpired term to March 1, 2015.

Motion was made by Commissioner Ritchie and seconded by seconded by Commissioner Wilson to appoint Ms. Nanci Moore and Ms. Lynn Snow to the Enid Joint Recreation Triad, Inc., said terms to expire March 1, 2016, and the vote was as follows:

AYE: Commissioners Janzen, Stuber, Blackburn, Ritchie, Wilson, Vanhooser and Mayor Shewey.

NAY: None.

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A hearing was held to close a portion of Westwood Road adjacent to 1626 Cansler Road, also known as Lot 1, Block 2, Cansler Subdivision. It was noted that the Metropolitan Area Planning Commission, at its meeting of February 25, 2013, recommended that said closure be approved.

Chris Gdanski, Deputy Director of Engineering Management, spoke regarding the proposed closing, stating that Mr. Richard Gau, owner of the property at 1626 Cansler Road, had used and maintained the 30-foot strip of land for the past 20 years. He stated that the road's right-of-way ended in the middle of the 13th Hole of Oakwood Country Club, and that if approved, Mr. Gau intended to apply to District Court to have the road vacated so that he could better utilize his portion.

No comments were received.

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Motion was made by Commissioner Ritchie and seconded by Commissioner Stuber to adopt an ordinance closing a portion of Westwood Road adjacent to 1626 Cansler Road, known as Lot 1, Block 2, Cansler Subdivision, and the vote was as follows:

AYE: Commissioners Janzen, Stuber, Blackburn, Ritchie, Wilson, Vanhooser and Mayor Shewey.

NAY: None.

**ORDINANCE NO. 2013-15**

**AN ORDINANCE CLOSING TO THE PUBLIC A PORTION OF WESTWOOD ROAD, ADJACENT TO 1626 CANSLER ROAD, LOT 1, BLOCK 2, CANSLER SUBDIVISION, LYING IN THE SOUTHWEST QUARTER (SW/4) OF SECTION TWO (2), TOWNSHIP TWENTY-TWO (22) NORTH, RANGE SEVEN (7) WEST OF THE INDIAN MERIDIAN, GARFIELD COUNTY, OKLAHOMA.**

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Motion was made by Commissioner Stuber and seconded by Commissioner Ritchie to approve a resolution amending the 2012-2013 Capital Improvement Fund Budget by appropriating additional funds in the amount of \$138,550.00, to fund Amendment No. 2 with Carter and Associates Commercial Services, LLC, and Change Order No. 6 with W. L. McNatt and Company, with respect to the Downtown Renaissance project, and the vote was as follows:

AYE: Commissioners Janzen, Stuber, Blackburn, Ritchie, Wilson, Vanhooser and Mayor Shewey.

NAY: None.

(Copy Resolution)

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Brief discussion was held regarding Amendment No. 2 with Carter and Associates Commercial Services, LLC, for Program Management Services for Project No. M-1109B, Enid Renaissance Program. It was noted that said amendment would extend the management services agreement with Carter and Associates for two (2) months at a cost of \$42,660.00, and increase reimbursable travel expenses by

\$5,000.00 through August 2013, for post-construction startup and project close-out with respect to the Enid Event Center.

Motion was made by Commissioner Ritchie and seconded by Commissioner Blackburn to approve said amendment as presented, and the vote was as follows:

AYE: Commissioners Janzen, Stuber, Blackburn, Ritchie, Wilson, Vanhooser and Mayor Shewey.

NAY: None.

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Discussion was held regarding Change Order No. 6 with W. L. McNatt and Company for Project No. M-1109F, Convention Hall Renovation.

Mr. Bob Myers, Project Manager from Carter & Associates, addressed 15 items noted in the change order, most of which had been completed or were nearing completion. He stated that the change order would add \$90,890.00 to the contract, for a total revised contract amount of \$7,427,148.00, and would increase the contract time by 24 days for a new substantial completion date of November 13, 2012.

Motion was made by Commissioner Ritchie and seconded by Commissioner Janzen to approve said change order as presented, and the vote was as follows:

AYE: Commissioners Janzen, Stuber, Blackburn, Ritchie, Wilson, Vanhooser and Mayor Shewey.

NAY: None.

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Motion was made by Commissioner Janzen and seconded by Commissioner Blackburn to approve a Ground Water Access Agreement and Easement with the Garfield County Fairgrounds Trust Authority for installation and operation of ground water wells on the Garfield County Fairgrounds, Project No. W-0906, and the vote was as follows:

AYE: Commissioners Janzen, Stuber, Blackburn, Ritchie, Wilson, Vanhooser and Mayor Shewey.

NAY: None.

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Motion was made by Commissioner Ritchie and seconded by Commissioner Janzen to adopt an ordinance amending Section 1-11-2 in Chapter 11, Title 1, of the Enid Municipal Code, 2003, entitled "Jurisdiction," to clarify that the Enid Municipal Court has original jurisdiction over both adults and juveniles where violations of City ordinances have occurred, and the vote was as follows:

AYE: Commissioners Janzen, Stuber, Blackburn, Ritchie, Wilson, Vanhooser and Mayor Shewey.

NAY: None.

#### **ORDINANCE NO. 2013-16**

**AN ORDINANCE AMENDING ENID MUNICIPAL CODE, 2003, TITLE 1, ENTITLED "ADMINISTRATION," CHAPTER 11, ENTITLED "MUNICIPAL COURT," SECTION 1-11-2, ENTITLED "JURISDICTION," TO CLARIFYING THE MUNICIPAL COURT'S JURISDICTION; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.**

\*\*\*\*\*

Motion was made by Commissioner Ritchie and seconded by Commissioner Stuber to adopt an ordinance amending Section 2-6E-10 in Article E, Chapter 6, Title 2, of the Enid Municipal Code, 2003, entitled "Stormwater Development Fees," to adjust stormwater development fees to current rates, and remove abutting streets from the calculation of said fees, and the vote was as follows:

AYE: Commissioners Janzen, Stuber, Blackburn, Ritchie, Wilson, Vanhooser and Mayor Shewey.

NAY: None.

**ORDINANCE NO. 2013-17**

**AN ORDINANCE AMENDING ENID MUNICIPAL CODE, 2003, TITLE 2, ENTITLED "FINANCE AND TAXATION," CHAPTER 6, ENTITLED "FEE SCHEDULE," ARTICLE E, ENTITLED UTILITIES FEES AND CHARGES," SECTION 2-6E-10, ENTITLED "STORMWATER DEVELOPMENT FEES," TO ADJUST THE CALCULATION FOR FEES AND TO ADJUST THE FEES TO 2012 RATES; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.**

\*\*\*\*\*

Motion was made by Commissioner Stuber and seconded by Commissioner Blackburn to adopt an ordinance amending Section 2-6C-3 in Article C, Chapter 6, Title 2, of the Enid Municipal Code, 2003, entitled "Library Fees And Access," to expand the rooms which the Library may rent, and Section 7-10-5 in Chapter 10, Title 7, entitled "Scope Of Duties," to remove the name of the Library Endowment Fund, and the vote was as follows:

AYE: Commissioners Janzen, Stuber, Blackburn, Ritchie, Wilson, Vanhooser and Mayor Shewey.

NAY: None.

**ORDINANCE NO. 2013-18**

**AN ORDINANCE AMENDING ENID MUNICIPAL CODE, 2003, TITLE 2, ENTITLED "FINANCE AND TAXATION," CHAPTER 6, ENTITLED "FEE SCHEDULE," ARTICLE C, ENTITLED "CITY SERVICES AND FACILITIES," SECTION 2-6C-3, ENTITLED "LIBRARY FEES AND ACCESS," TO EXPAND THE ROOMS WHICH THE LIBRARY MAY RENT; AMENDING TITLE 7, ENTITLED "PUBLIC WAYS AND PROPERTY," CHAPTER 10, ENTITLED "LIBRARY BOARD," SECTION 7-10-5, ENTITLED "SCOPE OF DUTIES," TO REMOVE THE NAME OF THE LIBRARY ENDOWMENT FUND; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.**

\*\*\*\*\*

Motion was made by Commissioner Ritchie and seconded by Commissioner Stuber to adopt an ordinance amending Section 8-2-13 in Chapter 2, Title 8, of the Enid Municipal Code, 2003, entitled "Fire Protection Facilities; Hydrants," to remove the requirement that private fire protection facilities be separately metered, and also correct the spelling of the word, "willfully," and the vote was as follows:

AYE: Commissioners Janzen, Stuber, Blackburn, Ritchie, Wilson, Vanhooser and Mayor Shewey.

NAY: None.

**ORDINANCE NO. 2013-19**

**AN ORDINANCE AMENDING ENID MUNICIPAL CODE, 2003, TITLE 8, ENTITLED “UTILITIES,” CHAPTER 2, ENTITLED “WATER SYSTEM,” SECTION 8-2-13, ENTITLED “FIRE PROTECTION FACILITIES; HYDRANTS,” TO REMOVE LANGUAGE REQUIRING WATER METERS ON PRIVATE FIRE HYDRANTS; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.**

\*\*\*\*\*

Motion was made by Commissioner Stuber and seconded by Commissioner Ritchie to adopt an ordinance amending Section 1-8-3 in Chapter 8, Title 1, of the Enid Municipal Code, 2003, entitled “Members Of Boards And Commissions,” to clarify that if a commissioner from the Board of Commissioners is removed from office due to absences, he or she shall also cease to hold a seat on the Board of Trustees of the Enid Municipal Authority and the Enid Economic Development Authority, and the vote was as follows:

AYE: Commissioners Janzen, Stuber, Blackburn, Ritchie, Wilson, Vanhooser and Mayor Shewey.

NAY: None.

**ORDINANCE NO. 2013-20**

**AN ORDINANCE AMENDING ENID MUNICIPAL CODE, 2003, TITLE 1, ENTITLED “ADMINISTRATION,” CHAPTER 8, ENTITLED “OFFICERS AND EMPLOYEES, BOARDS AND COMMISSIONS,” SECTION 1-8-3, ENTITLED “MEMBERS OF BOARDS AND COMMISSIONS,” TO PROVIDE CLARIFICATION ON ATTENDANCE AND THE CONSEQUENCES FOR FAILURE TO MEET THE ATTENDANCE REQUIREMENT; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.**

\*\*\*\*\*

Motion was made by Commissioner Ritchie and seconded by Commissioner Blackburn to approve the purchase of 34.4 acres of land, and accept an avigation easement, described as follows, from

Jerry Holding in the N/2 of Section 25-22-6, to facilitate the runway extension project at Enid Woodring Regional Airport, at a cost of \$172,000.00, and the vote was as follows:

AYE: Commissioners Janzen, Stuber, Blackburn, Ritchie, Wilson, Vanhooser and Mayor Shewey.

NAY: None.

(Copy Descriptions)

\*\*\*\*\*

Discussion was held regarding an Agreement with the Burlington Northern Santa Fe Railway for a localized drainage improvement project on and downstream of railway property located at 411 West Chestnut, Project No. F-1205. It was noted that the Burlington Northern Santa Fe Railroad had agreed to make necessary drainage improvements on the railroad property south of the Johnston Grain Company site, and would participate with the City of Enid in the 50% cost share for placing approximately 700 feet of new storm pipe on the public right-of-way, up to \$150,000.00.

Motion was made by Commissioner Ritchie and seconded by Commissioner Blackburn to approve the Agreement with Burlington Northern Santa Fe Railway for said project, and authorize the Mayor to execute all contract documents after review by the City Attorney, and the vote was as follows:

AYE: Commissioners Janzen, Stuber, Blackburn, Ritchie, Wilson, Vanhooser and Mayor Shewey.

NAY: None.

\*\*\*\*\*

Discussion was held regarding a resolution declaring the necessity for acquiring property for Renaissance parking, green space, central park and amphitheater, and authorizing, instructing and directing the City Attorney to commence condemnation proceedings if said property cannot be purchased and damages settled by agreement with the landowners.

Attorney John Wynne, counsel for the City of Enid, spoke regarding downtown properties purchased with respect to the downtown Renaissance project. He stated that of the remaining properties to be purchased, two (2) properties were now in stalemate, one of which was located at 424 South Grand. He advised commissioners that two (2) years of discussion with the owners of this property, their legal counsel, and mediation, had been unsuccessful. As a result, he stated that the only alternatives at this point were to abandon the quest to acquire the property, or to initiate condemnation proceedings, which required a resolution of necessity, a draft of which had been provided to commissioners. The process for condemnation proceedings was then explained.

Following further discussion, motion was made by Commissioner Janzen to approve the resolution as presented.

Counsel for the property owners requested that he be allowed to speak regarding the issue.

Mayor Shewey denied the request, stating that proper sign up procedures to address the Commission had not been followed.

The motion was seconded by Commissioner Ritchie, and the vote was as follows:

AYE: Commissioners Janzen, Stuber, Blackburn, Ritchie, Wilson, Vanhooser and Mayor Shewey.

NAY: None.

(Copy Resolution)

\*\*\*\*\*

Motion was made by Commissioner Ritchie and seconded by Commissioner Blackburn to approve the following Consent Items as recommended by staff, and the vote was as follows:

AYE: Commissioners Janzen, Stuber, Blackburn, Ritchie, Wilson, Vanhooser and Mayor Shewey.

NAY: None.

- (1) Acceptance of the following described Public Utility Easement from the Board of County Commissioners of Garfield County and the Garfield County Fairgrounds Trust Authority



in the N.E./4 of Section 31-23-6, for the purpose of installation, operation, maintenance, and repair of water wells on the Garfield County Fairgrounds, Project No. W-0906:

(Copy Description)

- (2) Approval of additional inspection and testing services with Envirotech Engineering and Consulting, Inc., for Project No. M-1109B-7, Event Center Steel Construction, in the amount of \$8,000.00;
- (3) Acceptance of the following described Dedication Deed from Phyllis and Buford Morgan in the N.W./4 of Section 14-22-6, in conjunction with Project No. R-1108-B (G-33), 42nd Street and Boggy Creek Bridge Project:

(Copy Description)

- (4) Acceptance of the following described Public Utility Easement from Glenn E. Crabbs in the N.W./4 of Section 18-22-5, in conjunction with Project W-1302A/E-1302A, 20-Inch Waterline Project:

(Copy Description)

- (5) Approval of additional funds in the amount of \$11,857.21 to upgrade digital signage displays for the Enid Event Center and Convention Hall, purchased from Best Buy for Business, via the National Joint Power Alliance contract, for a total revised contract amount of \$64,370.16;
- (6) Denial of tort claims submitted by Mr. Earl Whitley in the amount of \$2,800.00 for alleged property damages due to the flooding of his warehouse; Mr. Robert Hitchcock in the amount of \$2,732.56 for alleged property damages due to a sewer backup; Ms. Kelly Garner in the amount of \$707.10 for alleged vehicle damages as the result of rolling into a curb; CMR, on behalf of Oklahoma Gas & Electric Company, in the amount of \$1,038.41 for alleged property damages as the result of mowing by City crews; Mr. Soon Joo Hahn in the amount of \$450.00 for alleged property damages to his fence; and Ms. Cynthia Belding in the amount of \$65.01 for alleged vehicle damages from hitting a pot hole;
- (7) Acceptance of the following described Warranty Deed from Uplands Resources, Inc., for property located at 415 South Monroe, to be used to establish the Helen Champlin Oven Park:

(Copy Description)

and

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

(List Claims)

\*\*\*\*\*

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

-TRUSTEES OF THE ENID MUNICIPAL AUTHORITY-

PRESENT: Trustees Janzen, Stuber, Blackburn, Ritchie, Wilson, Vanhooser, Chairman Shewey, Trust Manager Eric Benson, Trust Attorney Andrea Springer, and Secretary Linda Parks.

ABSENT: None.

\*\*\*\*\*

Motion was made by Trustee Ritchie and seconded by Trustee Janzen to approve a resolution increasing the 2012-2013 Fiscal Financial Plan for the Enid Municipal Authority in the amount of \$138,550.00 to fund Amendment No. 2 with Carter and Associates Commercial Services, LLC, and Change Order No. 6 with W. L. McNatt and Company, with respect to the Downtown Renaissance project, and the vote was as follows:

AYE: Trustees Janzen, Stuber, Blackburn, Ritchie, Wilson, Vanhooser and Mayor Shewey.

NAY: None.

(Copy Resolution)

\*\*\*\*\*

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

AYE: Trustees Janzen, Stuber, Blackburn, Ritchie, Wilson, Vanhooser and Chairman Shewey.

NAY: None.

(List Claims)

\*\*\*\*\*

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

-TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY-

PRESENT: Trustees Janzen, Stuber, Blackburn, Ritchie, Wilson, Vanhooser, Chairman Shewey, General Manager Eric Benson, Trust Attorney Andrea Springer, and Secretary Linda Parks.

ABSENT: None.

\*\*\*\*\*

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

AYE: Trustees Janzen, Stuber, Blackburn, Ritchie, Wilson, Vanhooser and Chairman Shewey.

NAY: None.

(List Claims)

\*\*\*\*\*

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

-MAYOR AND BOARD OF COMMISSIONERS-

There being no further business to come before the Board at this time, motion was made by Commissioner Ritchie that the meeting adjourn.

Motion died for lack of second.

Commissioner Stuber asked that reasons why the Commission was unable to address citizens when they requested to speak, be stated.

City Attorney Andrea Springer responded, stating that under State Statutes, if an item was not on an agenda, that item could not be discussed. She went on to say that if an item was on an agenda, the Commission's own rules required that the person sign up for public discussion. If they did not sign up, she stated that the Mayor did not have to recognize them, adding that if they had not followed procedures, they generally would not be recognized by the Mayor. She stated that if a citizen signed up for public

discussion, they could bring items to the Commission's attention, but the Commission could not discuss the item. Additionally, she advised commissioners that items of an emergency situation could be discussed.

Commissioner Vanhooser asked for the proper process if citizens not on the commission requested that an item be placed on an agenda.

It was noted that citizens should contact his/her respective commissioner to place an item on an agenda.

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

AYE: Commissioners Janzen, Stuber, Blackburn, Ritchie, Wilson, Vanhooser and Mayor Shewey.

NAY: None.

The meeting adjourned at 8:32 P.M.

**APPLICANTS  
AVIATION ADVISORY BOARD**

**(Four (4) Vacancies)**

**Dr. Roy Camp**

**Lt. Col. David T. Chael**

**Caleb Easterwood**

**John Jameson**

**James Neal, III**

**(Has also applied for the Vance  
Development Authority)**

**Gene Spillman**

**John Ward**

**(Has also applied for the Tree Board)**

YES 2-8-03

CITY OF ENID

ADVISORY COMMISSION APPLICATION FORM

NAME <sup>D<sup>r</sup></sup> Roy Camp \_\_\_\_\_

HOME ADDRESS 2445 Sherwood Drive Enid, OK 73703-1525 \_\_\_\_\_

MAILING ADDRESS 2445 Sherwood Drive Enid, OK 73703-1525 \_\_\_\_\_

HOME PHONE 580-233-6711 \_\_\_\_\_ BUSINESS PHONE 580-233-6711 \_\_\_\_\_

COMMISSION WARD 6

**ADVISORY COMMISSION PREFERENCE(S):**

Airport Advisory Board

**RESIDENCE HISTORY:** Enid, OK since 1975 \_\_\_\_\_

**EDUCATIONAL BACKGROUND:** Waynoka, OK High School, OSU BA in Premedical Science, OU School Of Medicine for M.D. Parkland Hospital, Dallas, TX for Internship, OU School of Medicine for Orthopedic Residency \_\_\_\_\_

**WORK HISTORY:** OU Orthopedic residency 1968-1974 US Navy Res. 1966-1968 active duty, Orthopedic practice in Shattuck, OK 1974-1975, Orthopedic practice Enid, OK 1975-2006 \_\_\_\_\_

**CIVIC, COMMUNITY ACTIVITIES:** Thane Hedges Speech and Hearing Clinic Board, Woodring Airport board 3 or 4 times previously, Chief of Surgery St Mary's Hosp, chief of Surgery Bass Hospital, Chief of Staff Bass Hospital, President of Garfield County Medical Assoc., Board of Trustees of Central Christian Church Special Gifts Committee \_\_\_\_\_

**PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE:** \_\_\_\_\_

Airport Advisory Committee for 3 or four terms Served under Duard Spleth, Roger Sadler, Mr. Atwood, Don Cornell

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

I have been an active pilot at Woodring airport since 1979. I feel the airport is a vital part of Enid's business community and serves many of our small and large businesses. Many improvements at Woodring Airport have occurred over the last few years and I would like to help with continuing future improvements. I had experience meeting with the FAA at Oklahoma City and Fort Worth, TX during the 17-35 runway improvement. I will attend the board meetings regularly. Thank you for your consideration of my appointment to the Woodring Airport Advisory Board.

REFERENCES:

Dan Dillingham 580-233-2000

Mack Allison Chief Pilot Groendyke Transport, 580-747-5879

OTHER COMMENTS: \_\_\_\_\_

RESUME ATTACHED: (YES) \_\_\_\_\_ (NO) X

Roy E. Camp, M.D.  
SIGNATURE

9/28/2012  
DATE

Return application to:

City Clerk  
401 W. Owen K. Garriott Road or: PO Box 1768  
Enid, OK 73701 Enid, OK 73702  
[lparks@enid.org](mailto:lparks@enid.org)  
FAX: 580-242-7760

CITY OF ENID

ADVISORY COMMISSION APPLICATION FORM

NAME LT COL DAVID T. CHAEL

HOME ADDRESS 2126 MAPLE LEAF CIR ENID, OK 73703

MAILING ADDRESS SAME

HOME PHONE (580) 242-3445 BUSINESS PHONE (580) 747-3960

COMMISSION WARD \_\_\_\_\_

ADVISORY COMMISSION PREFERENCE(S):

AIRPORT ADVISORY BOARD

RESIDENCE HISTORY: 19 YRS AT CURRENT ADDRESS. MULTIPLE USAF

ASSIGNMENTS 1983-1991

EDUCATIONAL BACKGROUND: B ARCHITECTURE KANSAS STATE UNIVERSITY

WORK HISTORY: USAF INSTRUCTOR PILOT T-6A VANCE AFB, OK

ARCHITECT, PROFESSIONAL PHOTOGRAPHER, SMALL BUSINESS OWNER

CIVIC, COMMUNITY ACTIVITIES: PRIOR SERVICE ON AVIATION ADVISORY

BOARD 2008-2011

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE:

PRIOR SERVICE ON AVIATION ADVISORY BOARD 2008-2011 UNDER

AIRPORT MANAGER DAN OHMSORGE



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

PRIOR SERVICE ON BOARD, PERSONAL REQUEST FROM AIRPORT MANAGER,  
AIRPORT USER/AIRCRAFT OWNER, MILITARY CONNECTION WITH  
VANCE AFB AS T-6A INSTRUCTOR PILOT.

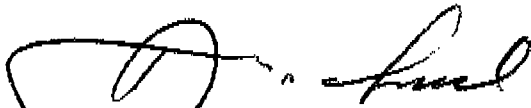
REFERENCES:

DR ROY CAMP, BOARD MBR  
DAN OHMEJORGE, AIRPORT MBR

JACK HUCKLEBERG 237-5831  
2106 MAPLE LEAF CIR. ENID, OK 73703

OTHER COMMENTS:

RESUME ATTACHED: (YES) \_\_\_\_\_ (NO)

  
SIGNATURE

2 MAR 2013  
DATE

Return application to:

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

(580) 249-4066

CITY OF ENID

ADVISORY COMMISSION APPLICATION FORM

NAME Caleb Easterwood  
 HOME ADDRESS 1513 Kaw St. Enid, OK 73703  
 MAILING ADDRESS 1513 Kaw St. Enid, OK 73703  
 HOME PHONE 580-370-0090 BUSINESS PHONE 580-370-0090  
 COMMISSION WARD \_\_\_\_\_

ADVISORY COMMISSION PREFERENCE(S):

Aviation Advisory Board  
 \_\_\_\_\_  
 \_\_\_\_\_

RESIDENCE HISTORY: Enid, OK: 6/28/10 - present;  
Lafayette, LA: 6/1/09 - 6/21/10; Duncan, OK: 7/1/07 - 5/30/09;  
Stillwater, OK: 8/15/03 - 5/29/07; Fort Supply, OK: 7/10/84 - 8/14/03

EDUCATIONAL BACKGROUND: Ft. Supply High School - Co-Valdeorian  
Oklahoma State University - Bachelor of Science/Professional Pilot  
 \_\_\_\_\_

WORK HISTORY: I have worked as a professional pilot  
since graduating from Oklahoma State University in 2006.  
I have been involved in the charter and corporate sides during this time.

CIVIC, COMMUNITY ACTIVITIES: I was involved in many organizations  
and charities, while at OSU, but have not had the opportunity,  
or been in a single place longer than a year since leaving college.  
Enid is where my wife and I have decided to call home, and its time to contribute!

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE:

I was on the OSU Aviation Advisory Board for one year  
prior to leaving Stillwater to start my professional career.  
 \_\_\_\_\_

YES- 8-28-12  
 YES 2-8-13

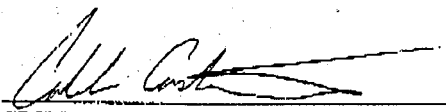
REASONS FOR WANTING TO SERVE ON ABOVE COMMISSION(S): I want to  
implement my ideas for improving on and reinforcing the great  
aspects already in place for Woodring Airport. I also want to get  
into politics, and as a pilot, I can not think of any other place  
where I would want to start out.

REFERENCES:

Jerry Shipley (580) 233-3500  
Brian Atwood (580) 233-3702

OTHER COMMENTS: I have an immense fondness of aviation,  
and I think that I can really contribute to Enid on this  
Commission

RESUME ATTACHED: (YES) X (NO) \_\_\_\_\_

  
SIGNATURE

2/15/2011  
DATE

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

1513 Kaw St.  
Enid, OK 73703  
(580) 370-0090

**Caleb Easterwood**  
ceasterwood@atwoods.com

500 S. Garland  
Enid, OK 73703  
(580) 233-3702

**Education:** Oklahoma State University      Date of Graduation: 05/06/2006  
Aviation Sciences – Bachelor of Science

## Leadership Experience:

### Student Government Association

- Senator (2003-2005)

### Oklahoma State University

- President's Leadership Council (2003-2004)
- Facilitator of OSU Flight Center Improvement Project (Spring 2005 –Present)

### College of Education Student Council

- Member (2004-2006)

### Social/Professional Fraternity

- Scholarship Chair (Spring 2005 – Fall 2005)
- I.T. Chairman (Fall 2003 – Spring 2006)
- Homecoming Committee- Project Engineer (Fall 2003, Fall 2004, Fall 2005)

## Work Experience:

### Oklahoma State University

- Adjunct Professor (1/2007 - 5/2007)

### OSU Flight Center

- Flight Instructor (8/2006 - 6/2007)

### American Jet International

- Contract Pilot (5/2008 - 10/2008) Captain (10/2008 - 5/2009)

### Land Coast Insulation

- Corporate Pilot (5/2009 - 5/2010)

### Atwoods Distributing

- Corporate Pilot (6/2020 – Present)

## Flight Experience:

### Licenses

- Commercial Pilot's License – 2960724 – 7/28/2005
- Certified Flight Instructor's License – 2960724CFI – Exp. 7/2010

### Flight Hours

- 2300 hours - Total Time

## Activities and Community Service:

- Orange Peel Committee
- Harvest II food drive
- Homecoming Committee
- Relay for Life participant
- Highway Beautification Project
- Big Event Participant
- Farm aid participant
- Flying Aggies member

MESSAGE 10-3-12  
YES - 2-20-13

CITY OF ENID

ADVISORY COMMISSION APPLICATION FORM

NAME John Madison Jameson  
HOME ADDRESS 6410 N. Oakwood Rd Enid Ok 73703  
MAILING ADDRESS 109 N. Grand, Enid Ok 73701  
HOME PHONE 580-278-9325 BUSINESS PHONE 580-233-7979  
COMMISSION WARD 6

ADVISORY COMMISSION PREFERENCE(S):  
Woodring Auction Advisory Board

RESIDENCE HISTORY: Enid resident since 1992;  
born in Norman Ok in 1956, ~~and~~ Dallas Tx  
in the 1980's - 1992

EDUCATIONAL BACKGROUND: Vanderbilt University  
B.S. 1978 Juris Doctor University of  
Oklahoma 1981

WORK HISTORY: Attorney since 1981, practicing in  
Dallas, Tx, Oklahoma City and Enid Ok at  
various times in my career

CIVIC, COMMUNITY ACTIVITIES: My wife and I attend  
Enid First Assembly Church regularly.

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: NONE

RECEIVED  
FEB 09 2012  
305 pm - AK

REASONS FOR WANTING TO SERVE ON ABOVE COMMISSION(S): Private Pilot  
Since 1985; member Enid FAA club since 1999;  
interested in continuing the positive changes happening at Woodring;  
especially the runway extension project and its positive impact  
of VAFB.

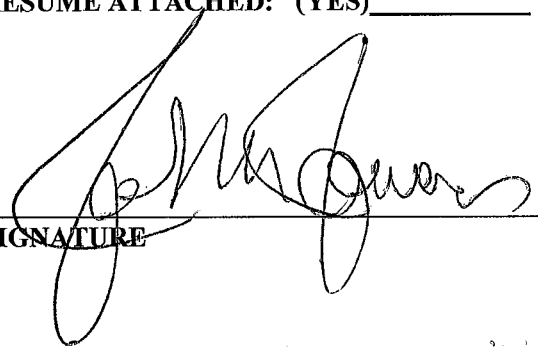
REFERENCES:

Judge Ronald Franklin  
Miko Roberts, Attorney

Councilman Tammy Wilson  
Municipal Judge Jim Long

OTHER COMMENTS: past aircraft hangar owner at Woodring;  
Aircraft owner and pilot, general aviation booster

RESUME ATTACHED: (YES) \_\_\_\_\_ (NO) X

  
SIGNATURE

Feb 9, 2012  
DATE

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

Feb 23, 2012  
@ 6:30

CITY OF ENID

ADVISORY COMMISSION APPLICATION FORM

NAME James R. Neal, III

HOME ADDRESS 518 W. Pine, Enid OK 73701

MAILING ADDRESS Same

HOME PHONE (580) 744-0544 BUSINESS PHONE (580) 548-8158

COMMISSION WARD 5

ADVISORY COMMISSION PREFERENCE(S):

Vance Development Authority

Aviation Advisory Board

RESIDENCE HISTORY: Nov. 2012 to present, 518 W. Pine, Enid; Aug. 2011-Nov. 2012, 89 Redwood, North Enid; June 2005-Aug. 2011, Fairview.

EDUCATIONAL BACKGROUND: Master of Arts in Political Science/Public Policy, University of Houston, 2007; Bachelor of Science with Honors, Political Science, US Naval Academy 1998

WORK HISTORY: Managing member, TJ Ventures LLC, 2012-present; Reporter and editor, 2007-present; Structural mover, 2005-2007; US Naval Officer, 1998-2005. See attached resume for more details.

CIVIC, COMMUNITY ACTIVITIES: Reserve deputy, Garfield County Sheriff's Office  
Former member, Fairview Lions Club; Meals on Wheels; New Hope United Methodist Church youth ministry volunteer

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: N/A

REASONS FOR WANTING TO SERVE ON ABOVE COMMISSION(S): Please see attached cover letter.

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REFERENCES:

Jeff Funk, Enid News & Eagle

Rob Collins, Enid News & Eagle

Sheriff Jerry Niles

Jo Hammer, Fairview Republican

OTHER COMMENTS: Please see attached cover letter.

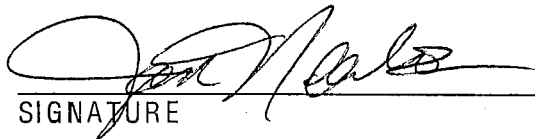
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RESUME ATTACHED: (YES)   X   (NO)           

  
SIGNATURE

2/26/13  
DATE

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



25 February 2013

MEMORANDUM

From: James R. Neal, III  
To: City of Enid Board of Commissioners  
Enid City Manager Eric Benson  
Enid City Clerk Linda Parks  
  
Re: Application for City of Enid Advisory Commission

I am writing to express my interest in and formally apply for a position on a City of Enid Advisory Commission. This application is rooted in the same desire that led me to serve as a commissioned Naval Officer, community reporter, and as a civic volunteer and reserve deputy with the Garfield County Sheriff's Office. I believe my past 11 years' experience in government service, my six years' experience researching and reporting on local, state and federal government, and my graduate degree in political science with an emphasis in public policy could be an asset to our city. It is my sincere desire to utilize my past professional experience and education to serve this city and our fellow citizens.

My desire to volunteer for city government service also is born of a passion to see this city grow and thrive. I believe in the current strengths and future potential of this city, to the extent that my wife Tammy and I recently invested the bulk of our worldly holdings in developing a new local business, Southard House Bed & Breakfast Inn. I wish to serve in any capacity that might contribute to the growth and health of this city, both for my own family and for the sake of the community as a whole.

I am applying specifically to serve on one or both of the Aviation Advisory Board and the Vance Development Authority. I have chosen these from among the current openings for several reasons. First, I believe my past military experience and public policy background would be put to best use in these positions. Also, these positions are compatible with my current employment. While my education and training as a community reporter could be put to good use on many boards, service on these two particular boards would avert any risk of conflicts of interest between my volunteer service and my position as the city desk reporter for the Enid News & Eagle. In my current position I do not regularly report on developments at or related to Vance Air Force Base or Enid Woodring Regional Airport. I have discussed this application with News & Eagle Publisher Jeff Funk and Executive Editor Rob Collins. We agreed that my service on these two boards would not pose any direct conflict of interest, that I would not report on any matter in which I was directly involved through board service, and that I would avoid any situation that would give the appearance of a conflict of interest between my duties to the City of Enid and to the Enid News & Eagle.

If there is any additional information which I might furnish to assist in your selection process please contact me at [jrneal98@hotmail.com](mailto:jrneal98@hotmail.com) or (580) 744-0544. Thank you for your time and consideration in this matter.

Very respectfully,



James R. Neal, III

# James R. Neal III

518 W. Pine, Enid, OK, United States of America 73701

Home Phone: (580) 744-0544

E-Mail: [jmeal98@hotmail.com](mailto:jmeal98@hotmail.com)

## Objective

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- o: I am seeking an advisory board position with the City of Enid in order to utilize my past professional experience and education in service to the community.

## Education

---

- o: *University of Houston, M.A., Political Science , September 2003 - May 2007*  
**Master of Arts in Political Science with areas of emphasis in Political Philosophy and Public Policy. GPA: 3.7**
- o: *United States Naval Academy, B.S., Political Science, July 1994 - May 1998*  
**Bachelor of Science in Political Science, with Honors and a minor in Spanish. GPA: 3.43**

## Employment

---

- o: **Managing Member**  
**Southard House Bed and Breakfast Inn, United States of America, Enid, OK. June 2012 - Present**  
  
I am the co-founder and managing member with my wife, Tammy, of TJ Ventures LLC, dba Southard House Bed and Breakfast Inn, a four-suite bed and breakfast inn scheduled to open in Kenwood Historic District, May 2013.
- o: **Staff Writer**  
**Enid News & Eagle, United States of America, Enid, OK. August 2011 - Present**  
  
Responsible for conducting interviews, researching and writing business and general feature articles for a daily newspaper.
- o: **Editor**  
**Fairview Republican, United States of America, Fairview, OK. July 2007 - August 2011**  
  
Responsible for covering news events in a county-wide coverage area; Responsible for writing, editing and publishing a weekly newspaper covering Major County. Promoted from reporter to full editor within first year of employment
- o: **House Mover**  
**Martens Bros. House Movers, United States of America, Fairview, OK. June 2005 - July 2007**  
  
Assisted with the safe movement of structures up to 100 tons using hydraulic jacking systems and heavy equipment.
- o: **Associate Professor of Naval Science**  
**US Navy, Rice University NROTC, United States of America, Houston, TX. July 2003 - June 2005**  
  
Instructed students in Naval History and Navigation; Taught students from Rice University, University of Houston, Houston Baptist University and Prairie View A&M University; Served as freshman NROTC class counselor and NROTC program recruiter; Wrote and passed an administrative agreement allowing Texas Southern University students to attend NROTC classes for credit at Rice University; Revised Rice NROTC Navigation and Naval History curricula.

- Surface Warfare Officer, Division Officer / Department Head  
US Navy, Sixth Fleet, United States of America, Norfolk, VA. March 2001 - June 2003

Led a division of 30 Sailors; Responsible for more than \$50 million in equipment; Served as Training Department Head, responsible for the timely and effective training of more than 300 Sailors; Awarded Navy Achievement Medal for excellence in training; Ranked number one out of nine division officers; Recommended for early promotion.

## ~ Honors/Awards

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- Leadership Fairview graduate, August 2006
- Navy Achievement Medal, June 2004  
Awarded Navy Achievement Medal twice.
- National Political Science Honor Society, May 1998  
Inducted upon graduation with honors from US Naval Academy.
- Olmsted Scholarship recipient, May 1998  
Awarded scholarship for graduate study in Political Science.

## ~ Skill Areas

---

- Teaching and Training - 6yrs  
Two years' experience teaching at the university level; Two years' experience coordinating and supervising technical and professional training programs; Two years' experience directly providing professional training.
- Writing and Communications - 22yrs  
Extensive experience in professional writing, including journalism, academic work and professional reports; Adept at verbal communications and interpersonal skills, including professional interview skills, counseling, classroom instruction and hands-on training; Extensive experience preparing and presenting professional material.
- Computer Skills  
Professional work experience utilizing graphic design programs, Photoshop, numerous word processing programs, PowerPoint and MS Excel.
- Leadership, Task Management - 12yrs  
Demonstrated leadership skills under stressful conditions and tight time constraints; Adept at team building and training.

## ~ Volunteer Service

---

- Garfield County Sheriff's Office, Reserve Deputy, 2011 to present; Major County Sheriff's Office, Reserve Deputy, 2009 to 2011; New Hope United Methodist Church, outreach ministry; Fairview Lions Club, 2007-2011; Meals on Wheels, 2007-2011.

## ~ Certifications

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- Oklahoma teaching certificate, secondary history; CLEET Reserve Peace Officer, Reserve Commission, Garfield County Sheriff's Office.

## ~ References

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Mr. Larry Watson  
Former Commanding Officer

**Houston Consortium NROTC**

**Phone: (936) 261-9721**

**Tim Haworth  
Associate District Judge  
Major County**

**Phone: (580) 744-0692**

**Dr. Robert Carp  
Professor  
University of Houston**

**Phone: (713) 743-4008  
Email: [racarp@uh.edu](mailto:racarp@uh.edu)**

**Jo Hammer  
Managing Editor  
Fairview Republican**

**Phone: (580) 227-4439  
Email: [jo@fairviewrepublican.com](mailto:jo@fairviewrepublican.com)**

**Rob Collins  
Executive Editor  
Enid News & Eagle  
227 W. Broadway, Enid, OK 73701  
Phone: (580) 548-8163  
Email: [editor@enidnews.com](mailto:editor@enidnews.com)**

**Jeff Funk  
Publisher  
Enid News & Eagle  
227 W. Broadway, Enid, OK 73701  
Phone: (580) 233-6600**

**Jerry Niles  
Sheriff  
Garfield County Sheriff's Office**

**Phone: (580) 237-0244  
Email: [nilesj@yahoo.com](mailto:nilesj@yahoo.com)**

CITY OF ENID

ADVISORY COMMISSION APPLICATION FORM

NAME GENE SPILLMAN  
HOME ADDRESS 2105 MERRIMAC, ENID, OK 73703-2022  
MAILING ADDRESS \_\_\_\_\_  
HOME PHONE 580-234-3315 BUSINESS PHONE Cell 580-821-6511  
COMMISSION WARD 6

ADVISORY COMMISSION PREFERENCE(S):

AVIATION ADVISORY BOARD  
\_\_\_\_\_  
\_\_\_\_\_

RESIDENCE HISTORY: I LIVED IN ENID IN 1968-1974 WHILE IN  
COLLEGE. I LIVED IN CHEROKEE, OK 1979-1989 and shopped in ENID  
I RETIRED IN FEB 2012 and MOVED TO ENID IN JULY 2012

EDUCATIONAL BACKGROUND: I graduated from MIDWEST CITY  
HIGH SCHOOL, 1965 PHILLIPS UNIVERSITY, BA RELIGION, 1970  
Phillips Theological Seminary, M. Div. 1974

WORK HISTORY: I SERVED CHURCHES OF THE CHRISTIAN CHURCH  
(DISCIPLES OF CHRIST) IN ELKEND, 1971, HOMINY 1971-74, EDMOND 1974-79  
CHEROKEE 1979-1989, CUSHING 89-97, ELK CITY 97-2008, WOODWARD 2008-12

CIVIC, COMMUNITY ACTIVITIES: ROTARY CLUB 1982-CURRENT  
MASONS, 1982-CURRENT, CASA BOARD 1992-CURRENT,  
UNITED FUND, SAWATTON ARMY

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

I SUPPORT GENERAL AVIATION. I AM A PRIVATE PILOT.  
ENID WOODRING AIRPORT IS IMPORTANT TO ENID AND  
NW OKLAHOMA. I WANT TO SUPPORT ITS DEVELOPMENT.

REFERENCES:

JIM CRABBS

PAT SUTHERLIN

LARRY KINER

TOM WADE

OTHER COMMENTS:

RESUME ATTACHED: (YES) \_\_\_\_\_

(NO)

SIGNATURE

Erzyne R. Spillman Jr.

DATE

3-1-13

Return application to:

City Clerk

401 W. Owen K. Garriott Road

Enid, OK 73701

[lparks@enid.org](mailto:lparks@enid.org)

FAX: 580-242-7760

or:

PO Box 1768

Enid, OK 73702

CITY OF ENID

ADVISORY COMMISSION APPLICATION FORM

NAME John A. Ward  
HOME ADDRESS 3025 Dwell e Dr.  
MAILING ADDRESS Enid, OK, 73701  
HOME PHONE 580-278-4137 BUSINESS PHONE \_\_\_\_\_  
COMMISSION WARD 3

ADVISORY COMMISSION PREFERENCE(S):  
Aviation Advisory Board Tree Board

RESIDENCE HISTORY: Born in Enid; Moved away as a child.  
Returned Aug 2008 to a rental at 1111 Randolph  
Bought home in Brookside Aug 2011

EDUCATIONAL BACKGROUND: High school Graduate  
High end stereo installation school  
P.A.D.I. MASTER INSTRUCTOR

WORK HISTORY: 15 yrs High-end stereo Installation  
20 yrs Scuba-Instructor  
13 yrs construction and 9 yrs Farm management.

CIVIC, COMMUNITY ACTIVITIES: First Fridays  
St. Francis Xavier Dinners & Fundraisers  
Meadowlake Park activities

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: None

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

Aviation Board

Currently working on hangar at woodring and brother is taking flying lessons. I've met alot of the people out there and would like to see it expanded.

TREE Board

I am an amateur horticulturist and I raise Bonsai Trees. want to see that Enid STAYS TREE FRIENDLY!

REFERENCES:

Joseph AT Ward  
405-210-8248

OTHER COMMENTS: Just trying to get involved and thought I could help.

RESUME ATTACHED: (YES) \_\_\_\_\_ (NO)   X  

SIGNATURE

*Joseph AT Ward*

DATE

2/27/13

Return application to:

City Clerk  
401 W. Owen K. Garriott Road or: PO Box 1768  
Enid, OK 73701 Enid, OK 73702

FAX: 580-242-7760



YES - 1-19-10  
YES - 2-7-12

Filed 4:06pm 5/21/08  
DATE  
Linda Ruter  
CITY CLERK by UB

CITY OF ENID

ADVISORY COMMISSION APPLICATION FORM

NAME Mark T. Arnold  
HOME ADDRESS 612 W. Wheat Capital Road  
MAILING ADDRESS 2400 Leona Mitchell Blvd. 73701  
HOME PHONE <sup>(580)</sup> 548-3336 BUSINESS PHONE 233-0225  
COMMISSION WARD \_\_\_\_\_

ADVISORY COMMISSION PREFERENCE(S):  
Plumbing Contractor Board of Adjustments

RESIDENCE HISTORY:  
514 Lisa Lane - Waukomis - 4/1994 thru 6/2000  
2400 Leona Mitchell - Enid, OK 6/2000 thru 9/2007  
612 W. Wheat Capital Road Enid, OK 9/2007 thru Present

EDUCATIONAL BACKGROUND:  
High School Diploma - Waukomis Public Schools  
Trade School - Plumbers & Pipefitters Local 344 Apprenticeship Program

WORK HISTORY: Dense Mechanical 1993 thru 1998  
Northwest Plumbing & Mechanical Inc. 1999 thru Present

CIVIC, COMMUNITY ACTIVITIES:  
Oakwood Christian Church - member  
Home Builders Association - member  
Associated General Contractors - member

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: N/A

REASONS FOR WANTING TO SERVE ON ABOVE COMMISSION(S):  
Have a strong desire to become more active in the  
community & code making decisions.

REFERENCES:

Bob Emery  
Don Rose

Rick Little  
Charles Garris

OTHER COMMENTS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RESUME ATTACHED: (YES) \_\_\_\_\_ (NO) X

  
\_\_\_\_\_  
SIGNATURE

5-16-08  
\_\_\_\_\_  
DATE

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

CITY OF ENID

ADVISORY COMMISSION APPLICATION FORM

NAME Shala Miller

HOME ADDRESS 1118 Ponca Ave Enid 73703

MAILING ADDRESS same

HOME PHONE 580 7478084 BUSINESS PHONE 580 233 3643 ext 1

COMMISSION WARD 5

ADVISORY COMMISSION PREFERENCE(S):

Tree Board

RESIDENCE HISTORY: I have lived in Enid since 1990. I was co-owner and manager of Smith's Greenhouse & Water Gardens from 1994-2009.

EDUCATIONAL BACKGROUND: I have several semesters of horticulture from OSU/OKC.

WORK HISTORY: Enid CVB, started 2/15/11 my supervisor is Marcy Jarrett.  
Smith's Greenhouse May 1994 to June 2009

CIVIC, COMMUNITY ACTIVITIES: Ambassador for the Greater Enid Chamber of Commerce since May 2011  
Enid North Ambassadors current 3rd Vic-President

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: 0

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

I have some knowledge about trees, shrubs and plants. Being on the tree Board would be a good way to keep myself actively using my plant knowledge.

REFERENCES:

Marcy Jarrett 6667368  
Ginny Wagner 233-1283

Kate Morrison 747-1423  
Robert Perry 405-742-2574

OTHER COMMENTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RESUME ATTACHED: (YES)  (NO) \_\_\_\_\_

Shel Mills  
SIGNATURE

3/13/13  
DATE

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

**Shala Miller**  
(580) 747 8084

1118 Ponca Ave  
Enid, Oklahoma 73703

---

## **PROFESSIONAL PROFILE**

**Dynamic, accomplished manager**, with extensive experience in project management with proven successes resulting from the ability to vision, plan, develop, implement and manage solutions that invigorate employees and customers along with streamlining business services.

**Skilled leader**, with an aptitude for quickly adapting to challenges and new business practices. Enthusiastic, highly effective leader with facilitation and enabling skills that ensures strong corporate team work, individual development, productivity and successful project outcomes.

**Experience with decision support tools** such as Microsoft Office Suite.

## **SIGNIFICANT ACCOMPLISHMENTS**

**Instructed evening classes at Autry Technology Center on gardening**

- 2006
- 2007
- 2008

**Coordinate and planned yearly fund raisers**

- Monroe
- Taft and Emerson school Parent Teachers Student Association
- American Cancer Society
- Kid's Central Day Care

**President of Cherokee Strip Water Garden Association** two years

- First active president
- Coordinated and implemented policy , procedures and by-laws
- Chaired first CSWGA pond tour in Enid and several consecutive tours

**Instructional speeches to**

- Enid organizations and clubs

**Organized and Instructed Monroe 6<sup>th</sup> graders on horticulture and agriculture practices for most of the 15 years of Smith's Greenhouse.**

**Radio talk show on KXLS on gardening**

- 1997-98

**Co-owner / Manager of Smith's Greenhouse and Water Gardens**

1909 N. Washington

Enid, Oklahoma

August 1994 to July 2009

Responsible for:

- Crop management
- Purchasing agent
- Accounting manager
- Project manager for building of new greenhouse
- Project manager for pond building and maintenance
- Landscaper, flowerbed and pond consultant

**Office manager for Dr. Stephen Barnes, D.O.**

Enid Regional Medical Center

401 S. 3<sup>rd</sup>

Enid, Oklahoma

August 1993 to July 1994

Responsible for:

- Customer/Patient Service
- Assistant to the Doctor
- Coordinating and maintaining patients records

**Office manager for Dr. Hal Martin, D.O. Surgeon**

300 W. Randolph

Enid, Oklahoma

September 1989 to June 1993

Responsible for:

- X-Ray
- Customer/Patient Service
- Insurance and Medicare Filing
- Nurse assistant
- Scheduling and pre-certifying surgeries
- Purchasing of medical and office supplies
- Coordinated due diligence vendor selection plan for purchase of computer system for patient information and insurance billing
- Implemented due diligence of computer training

CITY OF ENID

ADVISORY COMMISSION APPLICATION FORM

NAME Nanci Moore  
 HOME ADDRESS 1113 Seneca Ave, Enid OK 73703  
 MAILING ADDRESS Same as above  
 HOME PHONE 580-747-9613 BUSINESS PHONE ---  
 COMMISSION WARD 2

ADVISORY COMMISSION PREFERENCE(S):

- |                                 |                             |
|---------------------------------|-----------------------------|
| <u>1. <del>Park Board</del></u> | <u>3. Vance Development</u> |
| <u>2. EJRT</u>                  | <u>4. MAPS</u>              |
|                                 | <u>5. TREE BOARD</u>        |

RESIDENCE HISTORY: Relocated to Enid in 1996.  
Prior to that Born & raised in Illinois,  
on Chanute Air Force Base

EDUCATIONAL BACKGROUND: A.A.S. Business Mngt

WORK HISTORY: Currently Unemployed; Office Manager,  
Administrative Coordinator

CIVIC, COMMUNITY ACTIVITIES: Current President Enid  
Soccer Club, previous years volunteer. Member  
Enid High Soccer Booster Club. Girl Scout Leader  
2005-2007

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: NONE

REASONS FOR WANTING TO SERVE ON ABOVE COMMISSION(S): I am  
active in the youth with both Soccer  
High school and Soccer Club. I feel  
I can help with a city board in the  
capacity of an Enid Citizen.

REFERENCES:  
Lori Severin                      John Quigley  
Matt Sedbrook                      \_\_\_\_\_

OTHER COMMENTS: I have attended Commission  
meetings and park board meetings in  
the past. I have an interest in Enid  
growing and would appreciate the chance  
to bring my knowledge to a Commission

RESUME ATTACHED: (YES)  (NO) \_\_\_\_\_

Daniel Moore  
SIGNATURE

2-14-12  
DATE

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



Nanci Moore  
1113 Seneca Ave., Enid, OK 73703

(580) 747-9613  
nanci\_moore@att.net

OBJECTIVE:

- To obtain a position where I can use my accounting and inventory skills and work with customers and clients.

PERSONAL CHARACTERISTICS:

- Team player
- Multi-task
- Excellent Communication skills

EXPERIENCE:

SPIRIT HALLOWEEN (NIGHTMARES UNLIMITED INC); 3610 W. Owen K. Garriott, Enid, OK 73703  
MANAGER: (8/11-11/11)

- Supervised 20 employees, trained and scheduled
- Interviewed, hired, terminated, employee paperwork
- Cash handling, deposits

SPRINGS INTERNAL MEDICINE; 615 E. Oklahoma Ave, Enid, OK 73701  
MANAGER: (1/07-5/11)

- Managed clinic of 2 physicians and 6 employees
- A/R; A/P; Payroll, EOM, Collections
- CPT & ICD 9 coding
- Credentialed physicians
- Contracted with insurance companies
- Scheduled patients, updated charts, triage patient phone calls
- Interviewed, hired, terminated, employee paperwork
- Ordered supplies
- Inventory and labor cost control

INTEGRIS BASS BAPTIST HOSPITAL; 600 S. Monroe Ave, Enid, OK 73701  
ADMINISTRATIVE COORDINATOR: (2/05-1/07)

- Scanned bank deposits, posted payments
- Assisted A/R Supervisor with postings
- Assisted Physician Credentialer with credentialing
- Assisted in EOM duties
- Insurance follow-up, collect payments
- Scheduled patient appointments, updated files
- Coded office visits using ICD-9 and CPT
- Receptionist and Switchboard duties

ST. MARY'S REGIONAL HOSPITAL; 305 S. Fifth St, Enid, OK 73701

CENTRAL SCHEDULING: (3/04-4/05)

- Scheduled patients, verified procedures and doctor orders
- Registered patients in both Admissions and Emergency Room, verified insurance & co-pays
- Business Office collections
- Tertiary billing

CHALLENGE TO CHANGE; 401 W. Oklahoma Ave, Enid, OK 73701

MANAGER: (2/03-2/04)

- Scheduled clients, organized charts, assisted in client emergency situations
- Billed private and state insurance
- Contract labor payroll
- Transcribed counselor notes for treatment plans and sessions
- Developed HIPAA and office forms
- Researched and applied for grants and state contracts
- Coordinated National Family week program, enlisted Governor Henry and Mayor Honingsberg to sign proclamations stating Oklahoma and Enid had National Family Weeks.

RICHILL'S CAFETERIA; 221 W. Randolph, Enid, OK 73701

SERVER: (8/01-1/02)

- Served customers
- Operated cash register
- Worked on food line and catering events

HOBB'S RESTAURANTS; Gibson City, IL

RESTAURANT MANAGER: (8/01-1/03)

- Supervised 10 employees
- A/R, A/P and Payroll
- Cost Control
- Event coordinator
- Marketing

JOHNSON MOVING & STORAGE; 228 S. Maplewood, Rantoul, IL

OFFICE MANAGER: (8/81-2/91)

- Supervised up to 15 employees
- New employee orientation
- Paperwork for household goods and bills of lading
- Scheduled loads for drivers and deliveries between origin and destination
- A/R, A/P, Payroll, Collections
- Assisted in bidding government contracts
- Prorated licensing and permits
- Driver logs and compliance
- Fleet maintenance and repairs
- Participated in the North American Van Lines Commitment to Excellence Program

**VOLUNTEER WORK:**

Enid Soccer Club President, May 2010 to present

Redlands Girl Scout Council Troop Leader/Asst March 2005-May 2007

**REFERENCES:**

John Domeracki, Owner of Nightmares Unlimited (dba Spirit Halloween)

(512) 825-1907

Debbie Givens, HR Manager, Advance Pierre Foods

(580) 231-2252

Vickey Crawford, Coordinator at Springs Internal Medicine

1905 W. Broadway, Enid, OK 73703

(580) 484-0330

Hamid Habibi, Owner Universal Maintenance; Vice President Enid Soccer Club

223 W. Randolph, Enid, OK 73701

(580) 402-6004

CITY OF ENID

ADVISORY COMMISSION APPLICATION FORM

NAME John A. Ward  
HOME ADDRESS 3025 Dwell e Dr.  
MAILING ADDRESS Enid, OK, 73701  
HOME PHONE 580-278-4137 BUSINESS PHONE \_\_\_\_\_  
COMMISSION WARD 3

ADVISORY COMMISSION PREFERENCE(S):  
Aviation Advisory Board Tree Board

RESIDENCE HISTORY: Born in Enid; Moved away as a child.  
Returned Aug 2008 to a rental at 1111 Randolph  
Bought Home in Brookside Aug 2011

EDUCATIONAL BACKGROUND: High school Graduate  
High end stereo installation school  
P.A.D.I. MASTER INSTRUCTOR

WORK HISTORY: 15 yrs High-end stereo Installation, 20 yrs  
Scuba-Instructor 13 yrs construction and 9 yrs  
Farm management.

CIVIC, COMMUNITY ACTIVITIES: First Fridays,  
St. Francis XAVIER Dinners & Fundraisers  
meadowlark Park activities

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: None

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

Aviation Board

Currently working on hangar at woodring and brother is taking flying lessons. I've met a lot of the people out there and would like to see it expanded.

TREE Board

I am an amateur horticulturist and I raise Bonsai Trees. want to see that Enid STAYS TREE FRIENDLY!

REFERENCES:

Joseph AT Ward  
405-210-8248

OTHER COMMENTS: Just trying to get involved and thought I could help.

RESUME ATTACHED: (YES) \_\_\_\_\_ (NO) X

Joseph AT Ward  
SIGNATURE

2/27/13  
DATE

Return application to:

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

or: PO Box 1768  
Enid, OK 73702

FAX: 580-242-7760

1/24/110-YES  
YES 2-7-13

Filed 10:22am 2-11-09  
DATE  
Linda Parks  
CITY CLERK by VB

CITY OF ENID

ADVISORY COMMISSION APPLICATION FORM

NAME Judy Watson

HOME ADDRESS 2206 West Maine

MAILING ADDRESS Same

HOME PHONE 237-2052 BUSINESS PHONE -

COMMISSION WARD 5

ADVISORY COMMISSION PREFERENCE(S):

Enid Park Board or Library Board  
Enid Tree Board or CDBG FUNDING COMMISSION

RESIDENCE HISTORY: We have lived in Enid since 1992. Previous to that  
I grew up and graduated from Enid Public Schools

EDUCATIONAL BACKGROUND: B.S. Education - UCO postgraduate studies -  
SUOSU

WORK HISTORY: Public School Teacher - 25 yrs. Elk City, OK + Enid, OK  
one yr. in MO

CIVIC, COMMUNITY ACTIVITIES: member - church of Christ on N. Garland;  
brd.-mbr. Smart Start N.WOK; member - Sr. Ambucs; member - Cherokee  
Strip Piecemakers Quilt Guild; member - Enid Running Club

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: \_\_\_\_\_  
none

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

I am interested in becoming more involved in different areas of  
Enid. How can we become a better community without more  
community involvement?

REFERENCES:

Carl Recher - Groendyke Transport  
Dr. Mike Martin - D.P.M.

Roger Ediger - Attorney at Law

OTHER COMMENTS: Thanks for considering me for any of these  
boards.

RESUME ATTACHED: (YES) \_\_\_\_\_ (NO) X \_\_\_\_\_

SIGNATURE Judy Watson

DATE 2-11-09

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

**APPLICANTS  
VANCE DEVELOPMENT AUTHORITY  
RETIRED U.S. AIR FORCE**

**(One (1) Vacancy)**

**Terry J. Cox**

**Robert Crowcroft**

**Robert Farrell**

**Roy Newton**



tjcox@suddealink.  
net

CITY OF ENID

ADVISORY COMMISSION APPLICATION FORM

NAME Cox, Terry J.  
HOME ADDRESS 1118 Brian Creek Road  
MAILING ADDRESS 1118 Brian Creek Road  
HOME PHONE 580 234 8724 BUSINESS PHONE 580 213 5674  
COMMISSION WARD # 6

ADVISORY COMMISSION PREFERENCE(S):

Vance Development Authority

RESIDENCE HISTORY: Arrived Enid: May 1994 Assigned to  
Vance

EDUCATIONAL BACKGROUND: College: US Air Force Academy  
graduated 1977

WORK HISTORY: US Air Force 1977 to 1997 (Retired USAF)  
Self Employed as financial planner: 1997-2004  
Lean Seigler Five @ Vance AFB : 2004 - Present

CIVIC, COMMUNITY ACTIVITIES: Ambucs 1997-2002?  
Air Force Association: 1998 - Present. Currently the  
Regional President Sou Oklahoma and Texas

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: None

YES 3-7-03

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

*Continue to see the Vance/Evins relationship thrive.*

REFERENCES:

*Robert Lines*

OTHER COMMENTS: \_\_\_\_\_

RESUME ATTACHED: (YES) \_\_\_\_\_ (NO)

*Terry J Cox*  
SIGNATURE

*23 April 2008*  
DATE

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

**CITY OF ENID**

**ADVISORY COMMISSION APPLICATION FORM**

**NAME:** *Robert A. Crowcroft*

**HOME ADDRESS :** *2705 London Lane Enid, OK 773703*

**MAILING ADDRESS:** *Same*

**HOME PHONE BUSINESS PHONE:** (580)242-5437 Cell Phone; (580)478-2596

**COMMISSION WARD:** Ward 5

**ADVISORY COMMISSION PREFERENCE(S):** *VANCE DEVELOPMENT AUTHORITY*

**RESIDENCE HISTORY:** Since my assignment in Mar 1964 I have lived in Enid except for an assignment to Webb AFB 70-74 and an assignment to Chanute AFB 79-82

**EDUCATIONAL BACKGROUND:** Community College of the Air Force

**WORK HISTORY:** Military assignment/Retirement 1963 to 1984. Worked for NORTHROP 1984 to 1987. Federal Civil Service 1987 to 2008

**CIVIC, COMMUNITY ACTIVITIES:** Member of Waverly historic preservation committee 2010 to 2012. Serves as clerk for Election Board, poll 201.

**PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE:**

**REASONS FOR WANTING TO SERVE ON ABOVE COMMISSION(S):** My entire career has revolved around training of student pilots and, developing world class facilities for training

**REFERENCES:** Michael Oaks, currently on the VDA. Wade Burleson, Pastor of Emmanuel Baptist Church.

**OTHER COMMENTS:**

**RESUME ATTACHED:** (NO)

**SIGNATURE** ROBERT A. CROWCROFT

**DATE:** 2/22/2013

Return application to: City Clerk

401 W. Owen K. Garriott Road or: PO Box 1768

Enid, OK 73701 Enid, OK 73702

YES 3-7-03

# City of Enid

## ADVISORY COMMISSION APPLICATION FORM

NAME: Robert L. Farrell

HOME ADDRESS: 713 Deer Run Enid OK 73703

MAILING ADDRESS: 713 Deer Run Enid OK 73703

HOME PHONE: 233-5684

BUSINESS PHONE: 213-7136

COMMISSION WARD : 1

ADVISORY COMMISSION PREFERENCE:

**Vance Development Authority**

**RESIDENCE HISTORY:** Arrived in Enid on assignment to Vance AFB in October 1988. Previous address was 606 Aspen Drive , Enid OK 73703. Moved to current address in April 1996.

**EDUCATIONAL BACKGROUND:** Graduated from high school in Nashville, TN in 1966. Attended Memphis State University, majoring in Business Administration 1966-67; Virginia Military Institute, Lexington, VA; majoring in General Studies from 1972-1976; and, the Community College of the Air Force from 1976 to 1982, in Administration. Graduate of the Noncommissioned Officer Leadership School (in residence) - 1978; Noncommissioned Officer Academy (in residence) - 1979; and, Senior Noncommissioned Officer Academy (in residence) - 1986.

**WORK HISTORY:** Entered the Air Force in 1967. Served in the Pacific Air Command, Tactical Air Command, Air Force Communications Service, United Nations Command, Air University, North American Aerospace Defense Command, Space Command, Headquarters Air Force, and Air Education & Training Command. Last assignment was at Vance AFB from 1988 to 1992 as Senior Enlisted Advisor to three separate wing commanders. Retired in 1992 at the highest enlisted grade, Chief Master Sergeant. From 1992 to 1994, served in the Check Flight Section of the 25<sup>th</sup> Flying Training Squadron at Vance AFB. In December 1992, became the first Director, Public Relations and Information for the City of Enid, instrumental in working details of the 1995 Base Realignment & Closure Commission tactical program for the survival of Vance AFB. Returned to Vance AFB in 1996 as the Family Support Center's Information & Referral Specialist until assumption of current position as Chief of Community Relations for the 71<sup>st</sup> Flying Training Wing public affairs office in 2000.

**CIVIC, COMMUNITY ACTIVITIES:** Past Chairman and Board Member, Cimarron Valley Chapter of the American Red Cross; Past Board Member for PEGASYS. Have served on numerous occasions as emcee for civic and charitable events throughout Enid.

**PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE:** Served as the staff advisor to the Martin Luther King Celebration Commission and to the Enid Library Board – both from 1994-1996.

2/10/09 3:15pm  
Linda Parks  
CITY CLERK  
by [signature]

**REASONS FOR WANTING TO SERVE ON ABOVE COMMISSION:** I believe I can offer a wealth of knowledge and experience to this particular board. As the Air Force has changed its views of how its future will be mapped out, I have been in a position to see, first-hand, how these changes will affect Vance AFB. The future of Vance AFB and the future of Enid are intertwined, so the success and growth of Vance AFB is of utmost importance to our community development. I want to be a part of seeing that Vance AFB and Enid OK both have successful futures.

**REFERENCES:**

Mr. Ernie Currier  
1431 Sunrise Dr.  
Enid OK 73703  
Cell Phone: 747-1428

Mr. Mike Cooper  
1913 W. Durham Street  
Broken Arrow OK 74011  
Cell Phone: (918) 230-7754

Mr. Bill Shewey  
1507 W. Tahlequah Place  
Enid OK 73703  
Cell Phone: 554-6006

Mr. Jon Blankenship  
1512 Indian Drive  
Enid OK 73703  
Work Phone: 237-2494

**OTHER COMMENTS:** As a citizen of Enid, OK, I feel an obligation to give back to the community. As I near retirement (possibly in Jan 2010), I will have the time to commit myself to endeavors I could not previously have done. I also have a deep appreciation for the people at Vance AFB; military, civilian, and contractors and to the mission of the 71<sup>st</sup> Flying Training Wing. I would be happy to serve on this board as a military retiree, or in a position as a citizen of Enid.

**RESUME ATTACHED: YES**



**SIGNATURE**

**February 10, 2009**

**DATE**

BIOGRAPHICAL SKETCH  
BOB FARRELL  
VANCE AIR FORCE BASE, OKLAHOMA

Assumed duties as chief, community relations in 2000

Career Choice:

United States Air Force - 25 Years - Command Chief, Vance AFB, OK  
Director, Public Relations & Information - 15 Months - City of Enid, OK  
Vance Family Support Information & Referral - 4 Years - Vance AFB, OK  
Chief, Community Relations - 9 Years - Vance AFB, OK

Education:

Maplewood High School, Nashville, TN  
Memphis State University, Memphis, TN  
Virginia Military Institute, Lexington, VA  
Community College of the Air Force, Maxwell AFB, AL  
Senior Noncommissioned Officer Academy, Gunter AFB, AL

Professional and Community Service Involvement:

33rd Degree Mason, Scottish Rite, Guthrie, OK  
Master Mason, Masonic Lodge #90, Enid, OK  
3rd Degree, Knights of Columbus, Enid, OK  
Past President, Board of Directors, Cimarron Valley Chapter, American Red  
Cross  
Past Member, Board of Directors, Public, Educational, and Governmental Access  
System Television (PEGASYS)  
Member, Vietnam Veterans of America  
Member, Air Force Sergeants Association

CITY OF ENID

ADVISORY COMMISSION APPLICATION FORM

NAME Roy B. NEWTON "Fig" Newton

HOME ADDRESS 1102 SUNSET ENID, OK 73703

MAILING ADDRESS 1102 SUNSET ENID, OK 73703

HOME PHONE 580-548-3631 BUSINESS PHONE \_\_\_\_\_

COMMISSION WARD 2

ADVISORY COMMISSION PREFERENCE(S):

AVIATION ADVISORY BOARD

VANCE Development Authority

RESIDENCE HISTORY: 2310 W. BRADWAY 20+ YEARS

1102 SUNSET 5 YRS

EDUCATIONAL BACKGROUND: BS Secondary Education OK ST.

MED NORTHWESTERN OK ST. Post Masters OK ST

WORK HISTORY: US.A.F. Retired 1985.

High School 1992-1995 State Dept of Human

Services 1996-2003 Education Instructor Northwood

OK ST UNIVERSITY 2003-2008. Retired 2010

CIVIC, COMMUNITY ACTIVITIES: LEADER Central Christian

Church. Former AMBUC

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: NONE

RECEIVED  
FEB 22 2013  
-212-...-AL-

REASONS FOR WANTING TO SERVE ON ABOVE COMMISSION(S): I AM NOW  
Retired And was once stationed at Vance and  
while in the Air Force I WAS AN AIRPORT  
MANAGER AFSC. IT IS TIME FOR ME TO  
Become involved in my community

REFERENCES:

Rev John McLendon  
Lt Dave Chach

DR. Roy Camp  
Param. Rick Hill

OTHER COMMENTS: I would bring a wealth of  
experience both as a retired Senior NCO  
and a retired educator to any position  
assigned. I have the ability to focus on  
issues at hand

RESUME ATTACHED: (YES) \_\_\_\_\_ (NO)  \_\_\_\_\_

  
SIGNATURE

2/22/13  
DATE

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



CITY OF ENID

ADVISORY COMMISSION APPLICATION FORM

NAME Stanley Tatum

HOME ADDRESS 2242 Heritage Garden Court

MAILING ADDRESS Same

HOME PHONE 580/548-6177 BUSINESS PHONE 580/249-3740

COMMISSION WARD # 06

ADVISORY COMMISSION PREFERENCE(S):

VDA

RESIDENCE HISTORY: Enid Resident since May 24, 2010

Prior residence: Pilot Point, Tx 2003 - 2010  
11001 W. Country Drive, OKC, OK 1985 - 2003

EDUCATIONAL BACKGROUND: Bachelor Degree in Accounting from  
Lubbock Christian University, Masters Degree (MBA) in Health Care  
Management from University of Dallas, Tx, High School Diploma  
from Will Rogers in Tulsa, OK

WORK HISTORY: ST MARY'S - MAY 2010 - Present, Baylor Health Care  
System 2003 - 2010, OU Medical Center Edmond 1995 - 2003,  
Integris Baptist Medical Center @ 1985 - 1995

CIVIC, COMMUNITY ACTIVITIES: ENID Higher Educ. Advisory Bd, Enid Chamber  
Board, Joint Industrial Foundation Board, Okla. Blood Institute Board, Chaired  
March of Dimes/March for Babies in 2012, Enid Heart Walk, Enid Deer Alliance  
member, Chair the Governor's Health Care Advisory Board, Okla. Hospital Assoc  
Board.

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE:

NONE

2013-12-13

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

Vance is a critical component to the economy of Enid  
and a vital national resource for our country

REFERENCES:

Bill Shewey  
Willa Jo Fowler

Sharon Trojan  
Martie Oyler

OTHER COMMENTS: \_\_\_\_\_

RESUME ATTACHED: (YES) X (NO) \_\_\_\_\_

Stanley Jatum  
SIGNATURE

3/14/13  
DATE

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

**STANLEY D. TATUM**  
**2242 HERITAGE GARDEN COURT**  
**ENID, OKLAHOMA 73703**  
**HOME: 580/548-6177**  
**OFFICE: 580/249-3740**

---

## **EDUCATION**

M.B.A. – Health Services Administration, University of Dallas (G.P.A. 4.0)

B.S. – Accounting, Texas Tech and Lubbock Christian University

## **PROFESSIONAL EXPERIENCE**

### St. Mary's Regional Medical Center (May 2010 – Present)

Chief Executive Officer –

St. Mary's is licensed for 245 beds in the City of Enid, Oklahoma. Enid is a community of 50,000 population in Northwest Oklahoma about 80 miles North of Oklahoma City. The hospital is the regional referral center for NW Oklahoma. The hospital covers all specialties and receives most of the trauma cases in Region 1 due to our expertise in Neurosurgery, Orthopedics and General Surgery. The hospital has a 22 bed, CARF Accredited Rehab Unit and a 16 bed SNF Unit. The Medical Staff consists of approximately 100 physicians and the hospital employs over 700 people. St. Mary's is a part of Universal Health Services, Inc. in King of Prussia, Pennsylvania.

### Baylor Medical Center at McKinney (May 2007 – May 2010)

President/Development Manager -

Responsible for building a new general acute care hospital in McKinney, Texas. The Baylor Health Care System acquired 58 acres in NW McKinney for the purpose of building a new Hospital in the community. The hospital will initially provide approximately 100 beds and will be designed to accommodate 12 floors and 431 beds. I am recruiting physicians, recruiting staff, working with the architect to design the facility, assisting with managing the construction and related budget, coordinating zoning changes and site requirements with the City, and assisting legal counsel with the preparation of the appropriate legal documents.

### Baylor Medical Center at Garland (April 2003 – May 2007)

President –

Baylor Medical Center at Garland is located in the northeast quadrant of the Dallas metroplex. Garland, Texas has a population of 240,000 and is the ninth largest city in Texas. This hospital is the most challenging facility in the Baylor Health Care System. It is a blue collar community with a high percentage of uninsured. The hospital has 263 beds and has just completed an expansion that included a new Heart and Vascular area, two telemetry floors, an ICU waiting room, two surgery waiting rooms, a registration area, and a new chapel. All general hospital services are performed including open-hearts and neurosurgery. The facility has a free-standing Pain Center, Outpatient Rehabilitation Center, two Surgery Centers, seven Medical Office Buildings, and its own Family Medicine Residency Program. There are currently over 550 physicians and the facility sees approximately 63,000 visits through the Emergency Room. We were able to turn it around from a \$5 million loss to a \$200,000 profit.

Edmond Medical Center, Edmond Oklahoma (January 1995 – Apr 2003)

Chief Executive Officer –

Edmond Medical Center is located in the fastest growing city of Oklahoma. The city has a population of approximately 70,000 and has an average household income almost 60% above the state average. The hospital is owned by HCA and is a part of the Continental Division. The hospital manages the Oklahoma Surgicare Surgery Center, participates in the renaissance Women's Center partnership, and manages several physician practices. We have owned a home health and hospice entity but those were sold in 1998. The Medical Staff includes over 400 physicians. I was successful in leading this hospital in two consecutive JCAHO surveys where we achieved "Accreditation with Commendation" and improved their EBITDA from \$2 million to \$9 million.

Integris Baptist Medical Center, Oklahoma City, Oklahoma (May 1985 – January 1995)

Administrator/Chief Operating Officer – (577 beds)

The largest and most active hospital in Oklahoma City, Baptist Medical has gained a national reputation as a quality, comprehensive, health care provider. It is especially known for its six centers of excellence: the Baptist Burn Center, the Oklahoma Heart Center, the Cancer Center of the Southwest, Hough Ear Institute, Baptist Women's Center, and the Oklahoma Transplant Institute. I was directly responsible for all hospital operations, physician and employee relations, assisted with physician recruitment, and communication with the Baptist Medical Center Board of Trustees. Hospital operations encompass 3,000 employees and approximately 850 physicians.

I also had responsibility for the Baptist Ambulatory Care Corporation, a subsidiary corporation that managed the following joint ventures: Medical Plaza Dialysis, the Hand Rehabilitation Institute, Baptist Medical Plaza Lab, the Outpatient Cardiovascular

Imaging Lab, Baptist Care Advantage Home Health Agency, and the Third Age Life Center for seniors. I developed business plans, negotiated contracts, and managed financial performance.

Baylor Medical Center at Irving, Texas, formerly Irving Community Hospital (July 1981 – May 1985)

Associate Administrator/COO –

This 300-bed hospital is located in the Dallas suburb of Irving, Texas and is adjacent to the prestigious Las Colinas area. The hospital was owned by the Irving Hospital Authority and was therefore, a quasi – public facility. Approximately three years later it merged with the Baylor Medical Center System.

## **ACTIVITIES AND ORGANIZATIONS**

American College of Healthcare Executives – Fellow Status  
Baylor Surgicare – Lewisville – Board of Directors  
Baylor Surgicare – Denton – Board of Directors  
McKinney Chamber Government and Legislative Affairs Committee  
Citizenship McKinney Class 2008 – 2009  
Garland Chamber of Commerce – Board of Trustees  
Leadership Garland Class XXIII  
Leadership Garland Program Committee – Chairman  
Oklahoma Hospital Association – Board of Trustees  
Oklahoma Hospital Association – Chairman of OKC Region 1999 – 2000  
Regional Policy Board of AHA Region VII – Alternate Delegate – 2002 - 2003  
Greater Oklahoma City Hospital Council – President 1999 – 2000  
Leadership Oklahoma Class XIV  
Leadership OKC Class VII  
Leadership Edmond Class XI  
Edmond Chamber of Commerce – Board of Trustees  
Edmond Chamber of Commerce – Vice President of Business Development  
Hospital Financial Management – Advanced Member  
American College of Healthcare Organizations – Regents Advisory Council  
Oklahoma Christian University – Business Advisory Board - 2002

## **PERSONAL INFORMATION**

Health: Excellent, Non-Smoker  
Marital Status: Married with two grown children  
Special Interests: Golf, hunting, basketball, softball and fishing

**APPLICANTS  
VANCE DEVELOPMENT AUTHORITY  
AT-LARGE**

**(One (1) Vacancy)**

**Terry J. Cox**

**Robert Crowcroft**

**Robert Farrell**

**Bruce Jackson**

**Edward Justice**

**Mark Keefer**

**(Serves on the Aviation Advisory Board &  
Sales Tax Oversight Committee)**

**James Neal, III**

**(Has applied for the Aviation Advisory Board)**

**Roy Newton**

**W. L. Stephenson, Jr.**

**Teresa Vance**

CITY OF ENID

ADVISORY COMMISSION APPLICATION FORM

NAME Bruce Jackson  
 HOME ADDRESS 3205 N. Oak Wood  
 MAILING ADDRESS Sam &  
 HOME PHONE 402-4640 BUSINESS PHONE 234-5400  
 COMMISSION WARD 6

ADVISORY COMMISSION PREFERENCE(S):  
Vance Development Authority  
 (AFA)

RESIDENCE HISTORY: 20 years Enid, 20 years Kingfisher  
5 year Denton, TEXAS

EDUCATIONAL BACKGROUND: BA Communications North  
Texas University, Some Masters work OU.  
Attended Kingfisher HS

WORK HISTORY: 30 years Automotive Retailing  
6 years Newspaper Publisher in Kingfisher  
2 years Communications Star Manufacturing 2 years Communications  
Natl Red Angus

CIVIC, COMMUNITY ACTIVITIES: See Attached - Presidents  
Rotary, Ambus, AFA, Kingfisher Development  
Foundation, President, Hospital Board Kingfisher  
Bd Member 4th. Kids, President Lions, Humanitarian  
of the year for State, Oklahoma Lions Clubs  
Former Bd member etc. ~~Red~~ Salvation Army.

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE:  
TIF Committee (Mall & Canola Plant  
6 months?

10-2-15

REASONS FOR WANTING TO SERVE ON ABOVE COMMISSION(S): Strong  
Patriotic Connection For U.S. Defense And  
Enid Participation With Vance, Air Force  
Dad 28 Years (I Was Dependent on My)  
Class 1313 Sponsor and Others

REFERENCES: George Panfili Mary Feightner  
Mike Cooper Ron Sanzen  
Ernie Currier

OTHER COMMENTS: As Former President of APA  
I Became Very Close To The Need  
For Constant National + Local Support.

RESUME ATTACHED: (YES) X (NO) \_\_\_\_\_

B. J. Jackson  
SIGNATURE

2/23/13  
DATE

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



Mr. Eric Benson  
City of Enid Commission  
City of Enid

February 22, 2013  
RE: Vance Development Authority Application

Dear City Commission,

I read where you have an opening for the Vance Development Authority Board as a citizen. I am applying for that position.

My father was a 28 year veteran of the Air Force and I lived as an Air Force Dependent all my life—even beginning school at the Aviano, Italy Air Force Base.

I have been married 43 years to Linda and we have lived in Enid since 1993. We operate four auto dealerships in Oklahoma with two in Enid. I have been a church elder since 1979. I was the Oklahoma Director five years for National Dodge Dealer Council. I am currently the Northwest Director of the Oklahoma Auto Dealers Association. I recently served on the TIF committee in Enid.

When I served as president of the Enid Air Force Association I traveled to Washington D.C. and lobbied with the Enid group and personally visited the Pentagon. I spent many hours with Mike Cooper lobbying various interests in D.C. during the most recent B.R.A.C. hearings.

I was born in Oklahoma City and lived 20 years in Kingfisher and lived in Enid 20 years. I love northwest Oklahoma and I believe in a strong military to help prevent damage to the United States in any form.

I am currently a sponsor of the class of 1313 at Vance Air Force Base and have sponsored many classes before. The Air Force Cadets I have hosted represent some of the finest, most ethical and moral people in our society.

I serve on the Enid Rotary Clun board. Other positions I have held include:

**ENID**

Past President Air Force Associatiion  
Past Ambuc President and current member  
Former Ambuc of the Year  
Former Oklaoma Lions Humanitarian of the year  
I am on the board of Four Our Kids helping challenged children and their families  
Past President of Enid Rotary Club  
Currently serve on TIF committee for Mall and Canola plant.  
Former board member of Salvation Army and Enid Chamber of Commerce

**KINGFISHER**

Past Rotary Club President  
Past Lions Club President  
Past Jaycees President  
Past President of the Kingfisher County Development Foundation  
Past Chamber of Commerce President  
Honorary FFA Chapter Farmer  
Chairman of the Board Kingfisher Regional Hospital  
Former Publisher of the Kingfisher County Chronicle Newspaper (6 Years)  
Before moving to Kingfisher, I was the communications director for Star Manufacturing in Oklahoma City.  
Before that I was the communications director for the National Red Angus Association.

I deeply wish to serve Enid in this capacity. I would use as references Mike Cooper and George Pankonin, Mary Feightner, Ernie Currier, Bill Shewey, and Ron Janzen. If I am acceptable, this is my address:

Bruce Jackson  
3205 N. Oakwood Road Enid, OK 73703 Cell Phone 402-4640 or email: cejackson@jacksonsofenid.com

2/15/11 - YES  
2/27/12 - LM  
YES 3-7-13

FILED 1:02 pm 2-10-09  
DATE  
Linda Parker  
CITY CLERK by UB

CITY OF ENID

ADVISORY COMMISSION APPLICATION FORM

NAME Edward E. "Sam" Justice  
HOME ADDRESS 2722 Tucca Dr  
MAILING ADDRESS Enid, OK 73701  
HOME PHONE 242-6643 BUSINESS PHONE 242-6643  
COMMISSION WARD \_\_\_\_\_

ADVISORY COMMISSION PREFERENCE(S):  
Vance Development Authority  
Library Board

RESIDENCE HISTORY: INDIANA - 1946-1971; Vance  
AFB - 71-75; Ft Hood, TX - 76-78; Enid  
1978-1987; Oak Springs, OK - 1987-1995; Illinois  
1995-2002; ENID since 2002

EDUCATIONAL BACKGROUND: HS Grad - Jefferson  
TWP HS (INDIANA) Phillips U Grad (1985)  
Phillips Theological Seminary - 1990

WORK HISTORY: Program Director Boys' Club (1965-1969)  
Factory; Air Force (Vance) Army (TX) Manager  
(Mkt Hall); Cresterside; Boys Group Home, Activity  
Director - Highland Park Manor; Clergy - 1985 - Present

CIVIC, COMMUNITY ACTIVITIES: Firefighter (Vdh - Oak Springs)  
American Legion; DAV (Chaplain) ENID Chapter  
#66

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: \_\_\_\_\_

NONE

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

VANCE Development Authority - Military Experience  
I want to continue support for ENID - ENID  
VANCE PARTNERSHIP. Library - With Mayor's  
aware of importance of Library

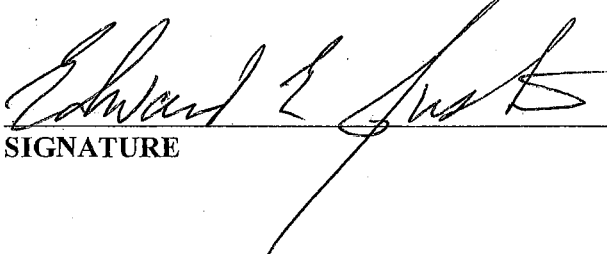
REFERENCES:

<sup>233-1214</sup>  
Rev John Melemore Butch Phillips - 237-0071  
Dr. Charlie OHE - 233-8743 Brian Meyer 234-4880  
Ogle

OTHER COMMENTS:

I want to give something back  
to the people of this community that  
have given so much to me

RESUME ATTACHED: (YES)  (NO)

  
SIGNATURE

Feb 10, 2009  
DATE

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

# ▶ EDWARD E. "SAM" JUSTICE

2732 Kince Drive  
Phone: (509) 242-6648  
E-mail: edgjustice@edocjraboo.com

## Objectives

Secure chaplaincy position within a medical setting, providing assistance to people experiencing grief or trauma.

## Education

**B.S in Public Relations, Phillips University** (April 30, 1985)

M.Div. from Phillips Graduate Seminary (April 25, 1990)

Ph.D. in Theological Studies from Thorneood University (June 2001)

- ▶ While in a student pastorate, led a building program in a rural parish. Magna Cum Laude in M.Div. Program.
- ▶ Published both periodical and book material in conjunction with fellow pastors and lay people.

## Experience

Pastor (November 1987 – January 1995)

(First Christian Church, Cleo Springs, OK.) Responsible for all worship services, spiritual and emotional well-being for people of the community as needed, coordinate and lead social context of the faith community, and provide guidance for building program.

Pastor (January 1995 – June 1998)

(Christian Church of Illiopolis, IL) Responsible for all worship services, create and craft newsletter, provide spiritual and emotional resources to members of the community as needed, lead social context of the faith community, and provide guidance for building program.

Pastor (June 1998 - November 2001) Responsible for all worship services, provide spiritual and emotional resources to members of the community as needed, and lead social context of the faith community.

## Skills

- ▶ Preaching, as indicated in fellowship grant for senior year from the Charles and Jean Whitmer foundation, and publication in books of sermons.
- ▶ Social interaction from faith community to entire community, as indicated in organizing and conducting of several fund-raisers to benefit youth athletic programs and people suffering catastrophic illness and/or injury.
- ▶ Communication skills, as indicated by publication of several articles, and in regular weekly columns for various newspapers.
- ▶ Interpersonal skills, as indicated by work with several individuals and families in crisis.

YES 2-7-13  
LM 3-16-13

CITY OF ENID

ADVISORY COMMISSION APPLICATION FORM

NAME Mark Keefer

HOME ADDRESS 2913 West Pine Avenue

MAILING ADDRESS 2913 West Pine Avenue

HOME PHONE 580-747-2860 BUSINESS PHONE n/a

COMMISSION WARD 5

ADVISORY COMMISSION PREFERENCE(S):

Metropolitan Area Planning Comm.

Aviation Advisory Board

Vance Development Authority

Enid Public Transportation Authority

Parks Board

RESIDENCE HISTORY: Lived in Enid over 30 years.

Current Residence: 2913 West Pine 2.5 Years

Previous Residence: 1830 Pawnee 7.5 years

EDUCATIONAL BACKGROUND: Northern Oklahoma College, A.A. Social Science

4.00 Cumlitive G.P.A; 2009 Honors Graduate; 2008-2009 Outstanding Scholar Graduate

WORK HISTORY: Current: n/a (disabled)

Lowe's Home Improvement, Zone Manager (other positions as well)

The Alternative, Owner

CIVIC, COMMUNITY ACTIVITIES: Created The Route 60 Sentinel (route60sentinel.com)

in an effort to allow citizen's the ability to write and help disseminate news. In addition,

the website helps promote various functions around Enid. Co-creator of "I Love Enid,"

a community calender that helps promote various events around Enid. (iloveenid.com)

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: \_\_\_\_\_

Was recently appointed and am currently serving on the Special Sales Tax Oversight

Committee.

**REASONS FOR WANTING TO SERVE ON ABOVE COMMISSION(S):** I have a great  
interest in serving my community in nearly any way I possibly can. The above  
boards and commissions are amongst the most vital to our community and I believe  
that I can be an asset to any of them. I am more than willing to serve on more than  
one commission if necessary or allowed.

**REFERENCES:**

Jake Henderson 231-1540 (friend)

Tammy Wilson 402-6732 (friend)

Jeff Brown 747-2436 (former business partner)

**OTHER COMMENTS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RESUME ATTACHED:** (YES) YES (NO) \_\_\_\_\_



**SIGNATURE**

Feb 7, 2012

**DATE**

Return application to:

City Clerk

401 W. Owen K. Garriott Road

Enid, OK 73701

[lparks@enid.org](mailto:lparks@enid.org)

FAX: 580-242-7760

or:

PO Box 1768

Enid, OK 73702

# MARK KEEFER

## EDUCATION:

AA, Social Science,  
Northern Oklahoma College  
Selected Outstanding Scholar 2009  
GPA 4.00

## EXPERIENCE:

### **1996-2001, Lowe's Home Improvement**

**1996-1997 Shipping & Vendor Liaison**

**1997-1998 Receiving Manager**

**1998-2000 Zone Manager**

Managed multiple departments including receiving, shipping, store delivery including driver supervision, head of vendor liaisons, maintained accuracy and supply flow of \$30+ million of inventory, was a key carrying member of management, and was daily responsible for about 30+ employees who reported directly to him. Annual inventory numbers were amongst the best in the store's history at the time and he was personally recognized by regional loss prevention for having the least amount of mishandled merchandise in the region.

### **1999-2000, The Alternative**

**Owner**

The Alternative was a sports card and sports memorabilia store that was owned and operated in Enid, Oklahoma. Duties included all facets of running a successful business. In late 2000, the store was shut down despite having moderate success to pursue a position with Floyd Keefer & Associates

### **1994-1996, Service Merchandise Inc.**

**1994-1995 Warehouse Attendant**

**1995-1996 Head Warehouse Receiver/Assistant Warehouse Manager**

Immediately upon graduation from high school, was offered this critical position in the business. Key duties were inventory control and accurate and efficient accounting of all shipping and receiving. In addition, as assistant warehouse manager, Mark was routinely in charge of about 6 employees

LM 3-18-13

CITY OF ENID

ADVISORY COMMISSION APPLICATION FORM

NAME James R. Neal, III

HOME ADDRESS 518 W. Pine, Enid OK 73701

MAILING ADDRESS Same

HOME PHONE (580) 744-0544 BUSINESS PHONE (580) 548-8158

COMMISSION WARD 5

ADVISORY COMMISSION PREFERENCE(S):

Vance Development Authority Aviation Advisory Board

RESIDENCE HISTORY: Nov. 2012 to present, 518 W. Pine, Enid; Aug. 2011-Nov. 2012, 89 Redwood, North Enid; June 2005-Aug. 2011, Fairview.

EDUCATIONAL BACKGROUND: Master of Arts in Political Science/Public Policy, University of Houston, 2007; Bachelor of Science with Honors, Political Science, US Naval Academy 1998

WORK HISTORY: Managing member, TJ Ventures LLC, 2012-present; Reporter and editor, 2007-present; Structural mover, 2005-2007; US Naval Officer, 1998-2005. See attached resume for more details.

CIVIC, COMMUNITY ACTIVITIES: Reserve deputy, Garfield County Sheriff's Office  
Former member, Fairview Lions Club; Meals on Wheels; New Hope United Methodist Church youth ministry volunteer

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: N/A



REASONS FOR WANTING TO SERVE ON ABOVE COMMISSION(S): Please see attached cover letter.

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REFERENCES:

Jeff Funk, Enid News & Eagle

Rob Collins, Enid News & Eagle

Sheriff Jerry Niles

Jo Hammer, Fairview Republican

OTHER COMMENTS: Please see attached cover letter.


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RESUME ATTACHED: (YES) X (NO) \_\_\_\_\_

  
SIGNATURE

2/26/13  
DATE

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

25 February 2013

MEMORANDUM

From: James R. Neal, III  
To: City of Enid Board of Commissioners  
Enid City Manager Eric Benson  
Enid City Clerk Linda Parks  
  
Re: Application for City of Enid Advisory Commission

I am writing to express my interest in and formally apply for a position on a City of Enid Advisory Commission. This application is rooted in the same desire that led me to serve as a commissioned Naval Officer, community reporter, and as a civic volunteer and reserve deputy with the Garfield County Sheriff's Office. I believe my past 11 years' experience in government service, my six years' experience researching and reporting on local, state and federal government, and my graduate degree in political science with an emphasis in public policy could be an asset to our city. It is my sincere desire to utilize my past professional experience and education to serve this city and our fellow citizens.

My desire to volunteer for city government service also is born of a passion to see this city grow and thrive. I believe in the current strengths and future potential of this city, to the extent that my wife Tammy and I recently invested the bulk of our worldly holdings in developing a new local business, Southard House Bed & Breakfast Inn. I wish to serve in any capacity that might contribute to the growth and health of this city, both for my own family and for the sake of the community as a whole.

I am applying specifically to serve on one or both of the Aviation Advisory Board and the Vance Development Authority. I have chosen these from among the current openings for several reasons. First, I believe my past military experience and public policy background would be put to best use in these positions. Also, these positions are compatible with my current employment. While my education and training as a community reporter could be put to good use on many boards, service on these two particular boards would avert any risk of conflicts of interest between my volunteer service and my position as the city desk reporter for the Enid News & Eagle. In my current position I do not regularly report on developments at or related to Vance Air Force Base or Enid Woodring Regional Airport. I have discussed this application with News & Eagle Publisher Jeff Funk and Executive Editor Rob Collins. We agreed that my service on these two boards would not pose any direct conflict of interest, that I would not report on any matter in which I was directly involved through board service, and that I would avoid any situation that would give the appearance of a conflict of interest between my duties to the City of Enid and to the Enid News & Eagle.

If there is any additional information which I might furnish to assist in your selection process please contact me at [jrneal98@hotmail.com](mailto:jrneal98@hotmail.com) or (580) 744-0544. Thank you for your time and consideration in this matter.

Very respectfully,



James R. Neal, III

# James R. Neal III

518 W. Pine, Enid, OK, United States of America 73701

Home Phone: (580) 744-0544

E-Mail: [jmeal98@hotmail.com](mailto:jmeal98@hotmail.com)

## Objective

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- I am seeking an advisory board position with the City of Enid in order to utilize my past professional experience and education in service to the community.

## Education

---

- *University of Houston, M.A., Political Science , September 2003 - May 2007*  
**Master of Arts in Political Science with areas of emphasis in Political Philosophy and Public Policy. GPA: 3.7**
- *United States Naval Academy, B.S., Political Science, July 1994 - May 1998*  
**Bachelor of Science in Political Science, with Honors and a minor in Spanish. GPA: 3.43**

## Employment

---

- **Managing Member**

**Southard House Bed and Breakfast Inn, United States of America, Enid, OK. June 2012- Present**

I am the co-founder and managing member with my wife, Tammy, of TJ Ventures LLC, dba Southard House Bed and Breakfast Inn, a four-suite bed and breakfast inn scheduled to open in Kenwood Historic District, May 2013.

- **Staff Writer**

**Enid News & Eagle, United States of America, Enid, OK. August 2011 - Present**

Responsible for conducting interviews, researching and writing business and general feature articles for a daily newspaper.

- **Editor**

**Fairview Republican, United States of America, Fairview, OK. July 2007- August 2011**

Responsible for covering news events in a county-wide coverage area; Responsible for writing, editing and publishing a weekly newspaper covering Major County. Promoted from reporter to full editor within first year of employment

- **House Mover**

**Martens Bros. House Movers, United States of America, Fairview, OK. June 2005- July 2007**

Assisted with the safe movement of structures up to 100 tons using hydraulic jacking systems and heavy equipment.

- **Associate Professor of Naval Science**

**US Navy, Rice University NROTC, United States of America, Houston, TX. July 2003- June 2005**

Instructed students in Naval History and Navigation; Taught students from Rice University, University of Houston, Houston Baptist University and Prairie View A&M University; Served as freshman NROTC class counselor and NROTC program recruiter; Wrote and passed an administrative agreement allowing Texas Southern University students to attend NROTC classes for credit at Rice University; Revised Rice NROTC Navigation and Naval History curricula.

- Surface Warfare Officer, Division Officer / Department Head  
**US Navy, Sixth Fleet, United States of America, Norfolk, VA. March 2001 - June 2003**

**Led a division of 30 Sailors; Responsible for more than \$50 million in equipment; Served as Training Department Head, responsible for the timely and effective training of more than 300 Sailors; Awarded Navy Achievement Medal for excellence in training; Ranked number one out of nine division officers; Recommended for early promotion.**

## **~ Honors/Awards**

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- **Leadership Fairview graduate, August 2006**
- **Navy Achievement Medal, June 2004**  
**Awarded Navy Achievement Medal twice.**
- **National Political Science Honor Society, May 1998**  
**Inducted upon graduation with honors from US Naval Academy.**
- **Olmsted Scholarship recipient, May 1998**  
**Awarded scholarship for graduate study in Political Science.**

## **~ Skill Areas**

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- **Teaching and Training - 6yrs**  
**Two years' experience teaching at the university level; Two years' experience coordinating and supervising technical and professional training programs; Two years' experience directly providing professional training.**
- **Writing and Communications - 22yrs**  
**Extensive experience in professional writing, including journalism, academic work and professional reports; Adept at verbal communications and interpersonal skills, including professional interview skills, counseling, classroom instruction and hands-on training; Extensive experience preparing and presenting professional material.**
- **Computer Skills**  
**Professional work experience utilizing graphic design programs, Photoshop, numerous word processing programs, PowerPoint and MS Excel.**
- **Leadership, Task Management - 12yrs**  
**Demonstrated leadership skills under stressful conditions and tight time constraints; Adept at team building and training.**

## **~ Volunteer Service**

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- **Garfield County Sheriff's Office, Reserve Deputy, 2011 to present; Major County Sheriff's Office, Reserve Deputy, 2009 to 2011; New Hope United Methodist Church, outreach ministry; Fairview Lions Club, 2007-2011; Meals on Wheels, 2007-2011.**

## **~ Certifications**

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- **Oklahoma teaching certificate, secondary history; CLEET Reserve Peace Officer, Reserve Commission, Garfield County Sheriff's Office.**

## **~ References**

---

**Mr. Larry Watson**  
**Former Commanding Officer**

**Houston Consortium NROTC**

**Phone: (936) 261-9721**

**Tim Haworth  
Associate District Judge  
Major County**

**Phone: (580) 744-0692**

**Dr. Robert Carp  
Professor  
University of Houston**

**Phone: (713) 743-4008  
Email: [racarp@uh.edu](mailto:racarp@uh.edu)**

**Jo Hammer  
Managing Editor  
Fairview Republican**

**Phone: (580) 227-4439  
Email: [jo@fairviewrepublican.com](mailto:jo@fairviewrepublican.com)**

**Rob Collins  
Executive Editor  
Enid News & Eagle  
227 W. Broadway, Enid, OK 73701  
Phone: (580) 548-8163  
Email: [editor@enidnews.com](mailto:editor@enidnews.com)**

**Jeff Funk  
Publisher  
Enid News & Eagle  
227 W. Broadway, Enid, OK 73701  
Phone: (580) 233-6600**

**Jerry Niles  
Sheriff  
Garfield County Sheriff's Office**

**Phone: (580) 237-0244  
Email: [nilesj@yahoo.com](mailto:nilesj@yahoo.com)**

**CITY OF ENID**

**ADVISORY COMMISSION APPLICATION FORM**

W.L. Stephenson, Jr.  
2504 Sleepy Hollow  
Enid, OK 73703  
Home 237-2944 Cell 478-2234

**Commission Ward 6**

**Advisory Commission Preference:** Vance Development Authority

**Residence History:** Born and raised in Enid. Graduated Enid High School in 1947. Attended the University of Colorado from 1947 to 1950. Dropped out of school and joined the United States Air Force. Returned to Colorado and received my degree in Economics in 1956. Returned to Enid and lived here until I retired from Central National Bank in the late 80's and moved to Mesa, AZ. Remained in Arizona until early 2000's when I moved back to Enid and established my permanent home.

**Educational Background:** Enid school system grades 1-12. Graduated High School in 1947. Attended the University of Colorado from 1947-1950. Dropped out of the University of Colorado in December of 1950 and enlisted in the USAF on Jan. 2, 1951. In July of 1954, I married and returned to the University of Colorado for my final year and graduated in 1956 with a degree in Economics.

**Work History:** Joined Central National Bank in 1955 and served various positions from teller to President, CEO and Chairman of the Board. I retired in 1987, sold the Bank, and moved to Mesa, Arizona. I established Caretaker Landscape Management (a landscape contractor and homeowner association management company) where I was named President and Member of the Board. I operated Caretaker until 2005 when I returned to Enid permanently.

**Civic, Communities Activities:** Served as Elder and Deacon of First Presbyterian Church. Director and Past President of the Chamber of Commerce. Trustee of Phillips University. CEO of Central National Bank. Director of the Federal Reserve Bank of Kansas City. President of the Oklahoma Bankers Association 1979-1980. Member of the American Bankers Association Government Relations Council. Director and

President of the Arizona Landscape Contractors Association in 1993. I earned the Lifetime Achievement Award in 2003 from the Arizona Landscape Contractors Association.

**Prior Advisory Commission Experience and Length of Service:** Served one three year term on the Vance Development Authority.

**Reasons for Wanting to Serve on Above Commission:** My relationship with Vance goes back to the beginning. My father, W.L. Stephenson, and Martin Garber were chosen by the Chamber to go to Washington D.C. and work with our Congressional Delegation to acquire an Army Air Corp base for Enid. They made one trip and learned Enid was ineligible because they didn't own or have under option enough land for a base. They returned to Enid, got the Chamber motivated, and in a few days had the Baker farm under option. They returned to Washington, met with the Army, and were awarded the promise of a base. My family has been close to Vance ever since. Central National Bank operated a bank facility on the base for over 50 years. As an ex Staff Sargent in the USAF I am very proud of my service. Now that I am retired, I would like to serve once more. I am a member of the Air Force Association and the America Legion. I served 18 months in the Naval Reserve and 48 months in the USAF. I was honed to get to fly the Tweetie Bird and the T-37. I graduated from the Air Force Command School at Maxwell Air Force Base in Alabama.

My service included a bomb and rocket school at Buckley Field in Denver, a Radiological Defense School at Keesler Air Force Base, Biloxi, MS. After Biloxi, I was sent to the Naval Gun Factory in Washington D.C., the Army Chemical Center in Maryland, Ft. Meyer, VA, and to my permanent station of McClellan Air Force Base in Sacramento, CA. There I was assigned to the 1009<sup>th</sup> Special Weapons Squadron, operating specialized equipment in B-29's. I accumulated some 2000 hours in B-29's. I made several stops in the desert proving grounds in Nevada, several assignments to Hickman AFB, Hawaii, several trips to both air bases in Alaska, several months at Kindley AFB in Bermuda, several months at the Royal Australia AFB at Richmond New South Wales, Australia, by way of Wake Island Bikini and Guam. I am a recipient of the following awards – Navy Service, Air Force Service, Air Force Outstanding Unit Award, National Defense, American Defense, Cold War Victory, Guard/Reserve Service, Good Conduct, Expert Rifleman. My security clearance was TOP SECRET. My roots go deep with the United States Air Force and I am prepared to serve if you need me.

**References:** Dan Dillingham, Lew Ward and Clark McKeever



**CITY OF ENID**

**ADVISORY COMMISSION APPLICATION FORM**

NAME: **Teresa M. Vance**

HOME ADDRESS: **802 Field Dr, Lahoma, OK 73754**

MAILING ADDRESS: **PO Box 606, Lahoma, OK 73754**

HOME PHONE: **(580) 796-2356**

BUSINESS PHONE: **None**

COMMISSION WARD: **N/A (own 2 properties in Ward 2)**

**ADVISORY COMMISSION PREFERENCE:**

**Vance Development Authority (AFA)**

**RESIDENCE HISTORY:**

<b>Lahoma, OK</b>	<b>2005 – Present</b>
<b>Enid, OK</b>	<b>2003 – 2005</b>
<b>Chesapeake, VA</b>	<b>1995 – 2003</b>
<b>Charleston, SC</b>	<b>1994 – 1995</b>
<b>Mayport, FL</b>	<b>1992 – 1994</b>
<b>Springfield, VA</b>	<b>1989 – 1992</b>
<b>Charleston, SC</b>	<b>1987 – 1989</b>
<b>Virginia Beach, VA</b>	<b>1982 – 1987</b>
<b>Brunswick, ME</b>	<b>1981 – 1982</b>
<b>Newport, RI</b>	<b>1979 – 1980</b>
<b>Monterey, CA</b>	<b>1977 – 1979</b>
<b>Norfolk, VA</b>	<b>1973 – 1977</b>
<b>Enid, OK</b>	<b>1962 – 1973</b>

**EDUCATIONAL BACKGROUND:**

**Enid High School**  
**Phillips University, Enid**  
**BS Regents College, Albany, NY**

**WORK HISTORY:**

**Goodman Segar Hogan, Virginia Beach, VA Realtor**  
**Fairfax County, VA School System**  
**Navy Fleet and Family Service Center, Norfolk Naval Base, Norfolk, VA**



CIVIC, COMMUNITY ACTIVITIES:

**Due my husband's Naval career, and frequent moves, my community participation has never been long term at any one duty station and yet I have been active in every community in which we have lived. Since returning to my Enid, my hometown, in August 2003 I have made the commitment to serve the Enid military community.**

**Appointed the first City of Enid Ambassador to Military Families**

**Enid Chamber of Commerce member**

**Enid Chamber of Commerce Ambassador**

**Enlisted Appreciation Night Committee member**

**Cherokee Strip Parade Committee member**

**Vance Community Relations Tour**

**Certified Oklahoma National Guard Army Family Teaming Building Instructor**

**Member Air Force Association, Chapter AFA 214**

**Board member of Leonardo's Children Museum**

**Participant in Inspire Enid**

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE:

N/A

REASON FOR WANTING TO SERVE ON ABOVE COMMISSION(S):

**I will bring a unique perspective and qualifications to the VDA board.**

**I have thirty-five years of experience in the military lifestyle as an Army dependent, Navy spouse, Marine Corps mom and US Air Force mother-in-law. I have resided on both the East and West coasts in military base housing and in the civilian community. I have made sixteen military moves and endured multiple deployment cycles. I am thoroughly familiar with all aspects and quality of life issues of the military lifestyle. I have executive level knowledge of military structure, organization and policies. I am experienced in program development, implementation and group facilitation.**

**The VDA has a vital role in building on the existing strong partnership between the City of Enid and Vance AFB by preserving and expanding missions and securing the future of Vance AFB. Enid has a long history of working with and supporting Vance AFB, its missions and the quality-of-life issues that today's military members face.**

**I will foster relationships between the City of Enid and the Vance AFB community, promote and advocate military initiatives with our local, state and federal elected officials. If appointed, I will work to help assure Enid "continues to be a great place for the Air Force to conduct its national defense mission."**

REFERENCES:

Julie Baird Executive Director of Leonardo's Children's Museum 233-2787  
Shala Miller Enid Convention and Visitors Bureau 233-3643

OTHER COMMENTS:

RESUME ATTACHED: (YES) \_\_\_\_\_ (NO)  x  \_\_\_\_\_

*Jeresa M. Vance*  
SIGNATURE

3-8-13  
DATE

Return application to:

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

VDA Application for Teresa Vance

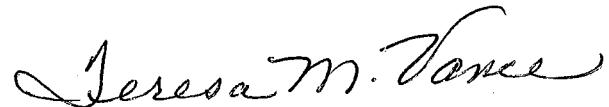
Mayor Shewey and Enid City Commissioners,

I am submitting my application for your consideration for the Vance Development Authority board opening.

I believe strongly in the VDA mission statement, "the Vance Development Authority as a Public Trust to support and undertake all reasonable efforts to maintain and improve the relationship between the citizens of Enid and Northwest Oklahoma and the military and civilian personnel engaged in the military mission(s) at Vance Air Force base." If appointed to the VDA I will do my best to continue to foster close coordination with the City of Enid and our local, state, and national Military partners.

Again I would appreciate your consideration filing this position.

I could not be at the March 19<sup>th</sup> commission meeting due to travel for my son's wedding in Baltimore, MD.

A handwritten signature in cursive script that reads "Teresa M. Vance". The signature is written in dark ink and is positioned in the lower right quadrant of the page.

**APPLICANTS  
ADA ACCESS BOARD**

**(One (1) Vacancy)**

**Jessica Edwards**

**Myrla Powell**

**Craig Riffel**

**CITY OF ENID****ADVISORY COMMISSION APPLICATION FORM****NAME:** Jessica Piazza Edwards**HOME ADDRESS:** 1525 Tahlequah, Enid, Oklahoma 73703**MAILING ADDRESS:** Same**HOME PHONE:** 580/237-1299**BUSINESS PHONE:** None**COMMISSION WARD:** Ward 2**ADVISORY COMMISSION PREFERENCE(S):**Metropolitan Area Planning Commission (MAPC)ADA ACCESS BOARD**RESIDENCE HISTORY:**April 2005 -- Moved to Enid, Oklahomaprior San Marcos, Texas**EDUCATIONAL BACKGROUND:**Bachelor of Science in Environmental Design, College of ArchitectureTexas A&M University in College Station, Texas**WORK HISTORY:**

October 1997 to January 2012: Registered Accessibility Specialist for Texas Accessibility Specialists and the Texas Department of Licensing and Regulation: Review and inspect construction projects for compliance with the Texas Accessibility Standards; Disseminate information to building owners, architects, and state officials; Evaluate time sensitive materials, provide technical guidance, and recommend compliant solutions to design professionals, contractors, and owners; Maintain accounting system, customer and project databases, manage general correspondence, assist in marketing, purchasing, and internet commerce development for an architectural consulting firm.

**CIVIC, COMMUNITY ACTIVITIES:**Currently: Building and Fund Raising Chairman, the Junior Welfare League of EnidPast: Board Member, Greater Enid Arts and Humanities Council now Enid Arts; Enid Symphony Auxilliary; Tutor, First Presbyterian Church**PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE:**

No prior Advisory Commission Experience but do attend City of Enid ADA Access Board Meetings

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

I have a desire and the time to serve the public on the Metropolitan Area Planning Commission. Please consider my volunteer service coupled with my architectural education and professional experience with codes, construction, and design when reviewing this application. This is a dynamic time for the City of Enid Oklahoma with the influx of new business, people, and development. I understand the history of our City and also share a vision for a productive and successful future.

**REFERENCES:**

Mrs. Lori Long  
915 Westwood  
Enid, Oklahoma 73703  
580/237-0724

Mr. John Merz  
Corbin and Merz Architects  
114 East Broadway, Suite 401  
Enid, Oklahoma 73701  
580/233-2362

Mr. James R. (Jimmy) Stallings, P.E.  
Vice-President and Principal Engineer, EnviroTech  
2500 North Eleventh Street  
Enid, Oklahoma 73701  
580/234-8780

**OTHER COMMENTS:** None

**RESUME ATTACHED:** (YES) \_\_\_\_\_ (NO)  X  \_\_\_\_\_

Jessica P. Edwards  
SIGNATURE

24 August 2012  
DATE

CITY OF ENID

ADVISORY COMMISSION APPLICATION FORM

NAME

MYRLA POWELL

HOME ADDRESS

1302 W. OK. ENID, OK

MAILING ADDRESS

SAME

HOME PHONE

580-237-1317

BUSINESS PHONE

580-234-5737

COMMISSION WARD

5

ADVISORY COMMISSION PREFERENCE (S):

MAPC

ADA ACCESS BOARD

RESIDENCE HISTORY:

Resident of Enid for 37 yrs. Prior to that, Tonkawa, OK.

EDUCATIONAL BACKGROUND:

B.S. Phillips Univ., Enid OK.

WORK HISTORY:

Small Business Owner: Huey Mobile Electronics

CIVIC, COMMUNITY ACTIVITIES:

member of Youth Opportunity Task Force, Active Tutor for CPSA, Active Member Oakwood Christian Church.

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE:

None

Filed

3:03 pm 4-20-06

DATE

Lindae Parks

CITY CLERK

2/18/11 - YES  
YES 3-8-13  
NO Response 2-05  
N/A 11/11/10  
YES 12/10/10  
2-8-10-10 - YES

REASONS FOR WANTING TO SERVE ON ABOVE COMMISSION(S): I want  
to give to the community  
As a business owner, I am interested  
in the direction(s) the community  
goes and grows.

REFERENCES:

Charles Tjessen 233-0314  
Shirley Marguott 234-2197

OTHER COMMENTS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RESUME ATTACHED: (YES) \_\_\_\_\_ (NO) ✓

Margala Powell  
SIGNATURE

4-20-06  
DATE

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



2-18-11 - YES  
3-7-13 YES

CITY OF ENID

ADVISORY COMMISSION APPLICATION FORM

NAME Craig Rittel  
HOME ADDRESS 202 N. Boomer  
MAILING ADDRESS same  
HOME PHONE 237-0680 BUSINESS PHONE 234-8447  
COMMISSION WARD \_\_\_\_\_

ADVISORY COMMISSION PREFERENCE(S):

Board - ADA ACCESS BOARD

RESIDENCE HISTORY: I have lived in Enid since May of 1995.

EDUCATIONAL BACKGROUND: BS in Accounting and Finance from Okla. State University; JD from OU

WORK HISTORY: Arthur Anderson (CPA); Short Wiggins law firm, McKnight + Gasaway law firm; Bungell Jackson law firm, Elliott Erwin Newby, Ezell Overstreet Riffel & Riffel law firm; Mitchel Gaston Riffel & Riffel

CIVIC, COMMUNITY ACTIVITIES: Enid School Foundation, Enid Community Foundation, NW CPAs, Okla. Society of CPAs, Lions Club, MAPS Commission since 2003, United Way Board Member, Garfield County Bar Assoc., Alpha Respite Care Board Member - previous Board member of Oklahoma United Methodist Board of Pension & Healthcare Benefits

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: None

REASONS FOR WANTING TO SERVE ON ABOVE COMMISSION(S): I believe  
I could be an asset with my background and  
legal experience

REFERENCES:

Phil Outhier 234-5123  
Lester Broadbent 234-4899

OTHER COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RESUME ATTACHED: (YES) \_\_\_\_\_ (NO) X

[Signature] 5/28/10  
SIGNATURE DATE

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

**REAL ESTATE CONTRACT AND LEASE AGREEMENT**  
**Exhibit "B" to the Master Development Agreement between**  
**LodgeWell, LLC and the City of Enid, Oklahoma**

**THIS REAL ESTATE CONTRACT AND LEASE AGREEMENT** (this "Agreement") is made as of March 19, 2013 (the "**Effective Date**") by and between the **CITY OF ENID, OKLAHOMA** (the "**City**"), an Oklahoma municipal corporation, and **ENID HOTEL 1, LLC**, a Kansas limited liability company and wholly owned subsidiary of LodgeWell, LLC (the "**Developer**") (the City and Developer are each a "**Party**" or collectively the "**Parties**").

RECITALS:

- A. City and Developer are parties to that certain Master Development Agreement dated January 21, 2013 (the "**Development Agreement**") wherein Developer, as City's designated master developer, agreed to, among other things, perform certain development activities in downtown Enid, Oklahoma, including, but not limited to, the construction of an approximately 131 room hotel (the "**Hotel**") and a 250-stall, multi-level parking facility that includes first level commercial space (the "**Parking Facility**").
- B. The Development Agreement requires Developer to develop the Hotel and the Parking Facility (together, the "**Project**") upon real property owned by the City, the location of which property is depicted on the site plan attached hereto and incorporated by reference as Exhibit A (the "**Property**"), and which Property is a part of a larger downtown Enid development site owned by the City (the "**Master Project Site**").
- C. While City is in ownership of the Property, Buyer desires to commence the activities related to the Project pursuant to a ground lease agreement with City (the "**Lease**"), and City, during the period of time in which the City performs and causes the performance of various "Conditions Precedent" (defined below), desires to enter into the Lease of the Property with Developer, so Developer may commence various undertakings related to the Project.
- D. Subject to Developer's commencement of various Project activities during the term of the Lease and the conditions and requirements stated herein, City desires to convey the Property to Developer.
- E. Developer desires to take title to the Property following the conclusion of the Lease, subject to the City's performance of the Conditions Precedent and the conditions and requirements stated herein.

NOW THEREFORE, in consideration of the Development Agreement and the mutual covenants and agreements herein contained and other good and valuable consideration paid by Developer to City, the receipt and sufficiency of which are hereby acknowledged, City and Developer hereby agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are true and correct and are incorporated herein as if fully set forth.

2. Agreement to Lease and Convey. City hereby agrees to: (a) within sixty (60) days following the Effective Date, enter into the Lease with Developer, the form of which Lease will be attached and incorporated by reference as **Exhibit B**; and (b) sell the Property to Developer, in accordance with the terms and conditions set forth herein.

3. Purchase Price. The purchase price for the Property (the "**Purchase Price**") shall be Ten and No/100 Dollars (\$10.00) and shall be paid at the "Closing" (hereinafter defined in **Section 12** below).

4. Inspections by Developer. Developer and its agents, for a period of sixty (60) days (the "**Inspection Period**"), commencing on the Effective Date, may, during customary business hours and at all other times reasonably acceptable to City, enter upon the Property to make such engineering, land use, physical, market, soil and subsurface and groundwater tests, environmental assessments, investigations and studies concerning the Property (collectively, the "**Inspections**") that Developer may elect to perform. Developer shall perform or cause to be performed any and all such Inspections in a professional and workmanlike manner. Developer agrees to and shall indemnify and hold harmless City and its officers, directors and employees from and against any loss, cost or expense (including reasonable attorneys' fees) arising out of or related to Developer's or its agents' presence or activities upon the Property, including any activity which results in, or exacerbates, the release of Hazardous Substances (as hereinafter defined) except to the extent such loss, cost or expense of City, or the release of the Hazardous Substances is a result of the negligence or acts or omissions of City. Such indemnity of City by Developer shall survive the Closing or termination of this Agreement for a period of one (1) year. Within ten (10) days after the Effective Date, City shall provide to Developer all feasibility studies, soil reports, environmental assessments, audits and reports, and other appraisals, inspections, tests, reports, studies or information in the possession or reasonable control of City with respect to the Property, if any.

5. Survey.

5.1 Within thirty (30) days following the Effective Date, City shall commence the preparation of a survey of the Property (the "**Survey**"), with input from Developer to define the precise boundaries of the Property. City and Developer shall require the Survey to establish two legal descriptions, one for the Hotel (the "**Hotel Property**") and the second for the Parking Facility (the "**Parking Property**"). The Survey shall be prepared by a surveyor licensed in the State of Oklahoma dated subsequent to the date of this Agreement, certified in favor of Developer, Developer's nominee and lender, if any, and the Title Company, as having been prepared in accordance with the such Minimum Standard Detail Requirements for Urban Class land title surveys jointly established by ALTA, ACSM and NSPS (as revised in 2005), as such may be required by Developer's lender, and disclosing the state of facts existing on the date of such certification and showing and certifying the acreage of the Property. The Survey shall contain the surveyor's certification that the Property or any part thereof is not located within a

wetland or an area that has been designated by the Federal Emergency Management Agency, the Army Corps of Engineers or any other governmental agency as having or being subject to special flood hazards. The cost of the Survey shall be shared equally by City and Developer, provided, however, that in no event shall Developer be obligated to pay more than One Thousand Dollars (\$1,000.00) toward the cost of the Survey, and further provided that such cost share obligation shall be borne by Developer at and only in the event of the Closing.

5.2 In the event that the Survey indicates any encroachments, easements, or other title matters not acceptable to Developer, City shall have a period of ten (10) days following receipt of written notice from Developer of any matters not acceptable to Developer (the **“Survey Cure Period”**) in which to cure such matters or cause the Title Company to commit to insure against such matters in a manner which is reasonably satisfactory to Developer, and shall use its best efforts to do so (and City shall notify Developer promptly if City determines that City will not be able to do so). In the event City shall not or is unable to cure such matters or cause the Title Company to commit to insure against such matters in a manner reasonably satisfactory to Developer on or prior to the expiration of the Survey Cure Period, then Developer shall have the right, at its election, by written notice given by Developer on or before fifteen (15) days following the conclusion of the Survey Cure Period, to: (1) elect to extend the time for any one or more objectionable Survey matters to be cured; (2) waive any and all such objections; or (3) terminate this Agreement.

## 6. Title Insurance Commitment.

6.1 Within five (5) business days after the completion of the Survey (the **“Due Diligence Period”**), City, at its sole cost and expense, shall order and have delivered to Developer a title insurance commitment (the **“Commitment”**) issued by the Title Company in an amount to be determined jointly by City and Developer, which shall commit the Title Company to issue the Title Policy (as hereinafter defined in Section 7 below) in accordance with the requirements of this Agreement. The Commitment shall have attached thereto copies of all documents referred to therein which constitute encumbrances on title to the Property, including but not limited to, the status of liens, tax liens, special assessments and community improvement districts, and showing all levied, pending and deferred special assessments and real estate taxes.

6.2 Developer shall have until fifteen (15) business days after receipt of the last to be received of the Commitment and all title exception documents referenced in the Commitment (the **“Review Period”**) in which to notify City of any objections Developer has to any matters shown or referred to in the Commitment. Any title encumbrances or exceptions (other than mechanic’s liens, mortgages, deeds of trusts or other liens or encumbrances which may be deleted by the payment thereof) which are set forth in the Commitment and to which Developer does not object within the Review Period shall be deemed to be permitted exceptions to the status of City’s title to the Property (the **“Permitted Exceptions”**). With regard to items to which Developer does object within the Review Period, City shall have ten (10) business days following such notice to give to

Developer City's written notice with respect to each objectionable matter identified by Developer either: (a) that City will correct or remove such objectionable matter on or before the "Closing Date" (hereinafter defined in Section 12 below); or (b) that City is not able to cause such matter to be corrected or removed (provided, however, that City shall be required to use best efforts to do so). If, pursuant to clause (b), City notifies Developer that City cannot correct any objectionable matter, then Developer may elect: (i) to have the Title Company issue its endorsement insuring against such objectionable matter and take title as it then is; (ii) to terminate this Agreement; or (iii) to extend the time for City to cause the Commitment or the Title Policy, as the case may be, to conform to the requirements of this Agreement (and if Developer elects to so extend the time as described herein, Developer shall have the same rights concerning title matters at the end of the extended period as Developer had at the end of the original period). Developer acknowledges that the "REA" (hereinafter defined below) shall constitute one of the Permitted Exceptions on the Property's Commitment.

7. Escrow Agreement.

7.1 Prior to the expiration of the Due Diligence Period, City shall deposit with the Title Company the following: (a) a special warranty deed for the Hotel Property, conveying good and marketable, fee simple title subject to no exceptions to title other than the Permitted Exceptions and including a reversionary clause which provides that if the Hotel is not timely and substantially completed following the commencement of construction thereof, City may exercise a reversionary right to the fee simple interest in the Hotel Property, subject to satisfaction of liens of record; and (b) a special warranty deed for the Parking Property, conveying good and marketable, fee simple title subject to no exceptions to title other than the Permitted Exceptions and including a reversionary clause which provides that if the Parking Facility is not timely and substantially completed following the commencement of construction thereof, City may exercise a reversionary right to the fee simple interest in the Parking Property, subject to satisfaction of liens of record (together, the foregoing items A and B are hereinafter referred to as the "Deeds").

7.2 The Deeds shall be held by the Title Company and thereafter recorded in accordance with escrow instructions set forth in an escrow agreement, the form of which shall be mutually acceptable to City and Developer (the "**Escrow Agreement**"); provided that in any event, the Escrow Agreement shall contain, among others, the following provisions:

A. Following commencement of the construction of the Hotel, written notice of which shall be provided to City by Developer, which notice shall not be unreasonably withheld, conditioned or delayed, the Title Company shall: (i) record the Deed to the Hotel Property whereby vesting fee simple title unto Developer; and (ii) deliver the Title Policy for the Hotel Property in accordance with the instructions of Developer and Developer's nominee and lender; and

B. Following commencement of the construction of the Parking Facility, written notice of which shall be provided to City by Developer, which notice shall not be unreasonably withheld, conditioned or delayed, the Title Company shall: (i) record the Deed to the Parking Property whereby vesting fee simple title unto Developer; and (ii) deliver the Title Policy for the Parking Property in accordance with the instructions of Developer and Developer's nominee and lender.

C. Upon recording of the Deeds, the Title Company shall issue an Owner's Title Insurance Policy (ALTA Form B-1970) ("**Title Policy**"), at City's expense, in the amount of the appraisal required pursuant to Section 9.3 below, insuring title to the Property and the rights and easements required by this Agreement, to be good and marketable and free from exceptions other than the Permitted Exceptions and insuring any appurtenant easements. The Title Policy shall have extended coverage over the general exceptions contained therein, and shall contain endorsements reasonably satisfactory to Developer and Developer's nominee and lender, pertaining to, by way of example and not limitation: (i) zoning, (ii) contiguity, (iii) access, (iv) the absence of violations of restrictive covenants and easements, (v) the identity of the Property as described in the Title Policy with the Property as shown on the Survey delivered pursuant to this Agreement, (vi) the agreement of the Title Company to increase the amount of insurance to reflect the value of the Hotel and Parking Facility Developer plans to construct on the Property, (vii) creditors rights, (viii) utility facilities, (ix) arbitration, (x) subdivision, and (xi) any other endorsement reasonably requested by Developer (including without limitation any encroachment endorsement required as a result of matters disclosed by the Survey).

8. Developer's Conditions Precedent. Developer's obligation to consummate the transaction contemplated by this Agreement is subject to satisfaction of all of the conditions set forth below (collectively, the "**Developer's Conditions Precedent**"). Developer may waive any or all of such Developer's Conditions Precedent in whole or in part but any such waiver shall be effective only if made in writing to City within the time periods set forth herein. No such waiver shall constitute a waiver by Developer of any of its rights or remedies or release City from any of its liabilities under this Agreement. Satisfaction of such conditions shall not waive any representation or warranty made by City. The following shall constitute Developer's Conditions Precedent that must be satisfied as of the Closing Date:

8.1 City shall not be in a material, uncured default in the performance of any covenant or agreement to be performed by City under this Agreement, the Lease, or the Development Agreement;

8.2 All representations and warranties made by City shall be materially true and correct;

8.3 The Hotel Property and the Parking Property shall have been subdivided and platted by City to the extent required to legally separate the Hotel Property and the Parking Property from each other and the balance of the Master Project Area;

8.4 City shall have approved a ten (10) year rebate of 100% of the undedicated sales tax generated by the retail space located in the Parking Facility; provided, however, in the event a Tax Increment Financing or Improvement District approved in connection with this Agreement, in accordance with Section 14 below, the City will be relieved of this Condition Precedent.

8.5 Developer and City shall have agreed upon a room guarantee agreement, the form of which will be attached hereto as **Exhibit C** and by this reference made a part hereof (the "**Room Guarantee Agreement**"), wherein City shall guarantee any deficiency in Developer's Hotel average monthly room rentals so that Developer achieves a guaranteed 40% average monthly occupancy rate for seven (7) years, and a guaranteed thirty percent (30%) average monthly occupancy rate for three (3) years. Such Room Guarantee Agreement shall include, among other terms, a provision which requires a daily calculation of occupancy that is reconciled with the City on a monthly basis.

8.6 Developer and City shall have agreed upon a lease agreement, the form of which will be attached hereto as **Exhibit D** and by this reference made a part hereof (the "**Parking Facility Agreement**"), wherein City shall lease the Parking Facility and the retail areas to be located with the Parking Facility for a period of not less than ten (10) years, on a triple net basis, and for rentals in an amount equal to: (a) the total, initial construction cost of the Parking Facility, inclusive of the retail areas; and (b) all operating and reasonable management fees and expenses. The Parking Facility Agreement shall further provide (i) that a maximum of 131 spaces shall be allocated to the Hotel; (ii) that revenues net expenses generated from the rental of parking spaces and from the retail activity in the Parking Facility shall be shared on a 50/50 basis with City; and (iii) upon the conclusion of the ten (10) year Lease term, Developer shall convey fee simple title to the Parking Facility to City: (x) subject to the reservation of an easement or long-term ground lease in favor of Developer for 131 parking spaces within the Parking Facility, at such location as shall be identified in the Parking Facility Agreement; and (y) upon satisfaction of Developer's mortgage liens upon the Parking Property.

8.7 City shall have negotiated and obtained approval of a market rate lease agreement between Developer and the Enid Convention and Visitors Bureau, the form of which will be attached hereto as **Exhibit E** and by this reference made a part hereof (the "**CVB Lease**"). The terms of such CVB Lease shall be reasonably acceptable to Developer and City and for a term that is a minimum of ten (10) years in duration, subject to a non-appropriation clause in favor of the City.

8.8 Developer and City shall have agreed upon a reciprocal easement agreement, the form of which will be attached hereto as **Exhibit F** and by this reference made a part hereof (the "**REA**"), wherein City shall grant to Developer, among other things, those easements necessary for the construction, use and operation by Developer



and its tenants, subtenants, invitees and licensees of the Hotel and Parking Facility, including but not limited to easements for egress and ingress: (a) in and connecting to the Enid Event Center and Convention Hall; (b) over, across, and through any and all common drives and pedestrian arterials; and (c) easements for the installation, maintenance, removal, and replacement of the utility systems and storm water run-off; and,

8.9 City shall be prepared to deliver to Developer such writings of support and application as may be required by Developer to apply for and obtain favorable consideration of an allocation of New Markets Tax Credits for all or any portion of the Project.

8.10 City and Developer shall have commenced the activities set forth in Section 14.4 below.

If any one or more of the Developer's Conditions Precedent set forth in Section 8 are not materially satisfied, in Developer's sole and absolute opinion, by the Closing Date, Developer shall have the right, at its election and for any reason, by written notice to City given on or before the Closing Date, to: (a) elect to extend the time for any one or more Conditions Precedent to be satisfied; (b) waive any one or more of the Conditions Precedent and proceed to Closing; or (c) terminate this Agreement.

9. City's Conditions Precedent. City's obligation to consummate the transaction contemplated by this Agreement is subject to satisfaction of all of the conditions set forth below (collectively, the "**City's Conditions Precedent**"). City may waive any or all of such City's Conditions Precedent in whole or in part but any such waiver shall be effective only if made in writing to Developer within the time periods set forth herein. No such waiver shall constitute a waiver by City of any of its rights or remedies or release Developer from any of its liabilities under this Agreement. Satisfaction of such conditions shall not waive any representation or warranty made by Developer. The following shall constitute City's Conditions Precedent that must be satisfied as of the Closing Date:

9.1 Developer shall not be in material, uncured default in the performance of any covenant or agreement to be performed by Developer under this Agreement, the Lease or the Development Agreement;

9.2 All representations and warranties made by Developer shall be materially true and correct;

9.3 Developer shall have had completed an appraisal for the Hotel Property, complete with all easements; and a separate appraisal for the Parking Property, complete with all easements.

If any one or more of the City's Conditions Precedent set forth in Section 9 are not satisfied, in City's sole and absolute opinion, by the Closing Date, then City shall have the right, at its election and for any reason, by written notice given to Developer given on or before the Closing

Date, to: (a) elect to extend the time for any one or more City's Conditions Precedent to be satisfied; (b) waive any one or more of the City's Conditions Precedent and proceed to Closing; or terminate this Agreement.

10. Representations and Warranties of City.

10.1 City represents and warrants to and covenants with Developer that, to the City's knowledge:

10.1.1 City has good and marketable, fee simple title to the Property, subject only to the exceptions to title set forth on **Exhibit G**, which will be attached hereto and made a part hereof (the "**Permitted Exceptions**"), and that City has the power and authority to enter into and perform the terms and conditions of this Agreement, and such performance will not conflict with or result in a breach of any of the terms, conditions or provisions of any agreement or instrument to which City is a party or by which it is bound, or constitute a default under any of the foregoing; this Agreement is valid, binding and enforceable against City in accordance with its terms.

10.1.2 City has not received any notice of any violation of any law, municipal ordinance or other governmental requirement affecting the Property, including without limitation any notice of any fire, health, safety, building, pollution, environmental or zoning violation, and City has no knowledge that any governmental authority contemplates issuing such a notice, or that any such violation exists.

10.1.3 City has not received any written notice of any condemnation or eminent domain proceedings, or negotiations for purchase in lieu of condemnation, relating to the Property, or any portion thereof; and City has no knowledge that any condemnation or eminent domain proceedings have been commenced or threatened in connection with the Property, or any portion thereof.

10.1.4 City has not received any notice of any private or governmental lien or judicial or administrative action, order or action relating to Hazardous Substances or environmental problems, impairments or liabilities with respect to the Property and to City's knowledge, City is not in violation of any Environmental Laws (as herein defined).

10.1.5 To City's knowledge, no Hazardous Substances are located on the Property or have been stored, generated, used, processed or disposed of on or released or discharged from (including ground water contamination) the Property and no above or underground storage tanks exist on, or have been removed from, the Property.

10.1.6 Prior to the Closing Date, City shall not allow any Hazardous Substances to exist or be stored, generated, used, located, discharged, released,

possessed, managed, processed or otherwise handled on the Property, and shall comply with all Environmental Laws affecting the Property through the Closing Date.

10.1.7 City shall immediately notify Developer should City become aware, prior to the Closing Date, of (A) any Hazardous Substance or other environmental problem or liability with respect to the Property, (B) any lien, order, action or notice of the nature described in subsection 10.1.4 above, or (C) any litigation or threat of litigation relating to any alleged unauthorized release, discharge, generation, use, storage or processing of any Hazardous Substance or the existence of any Hazardous Substance or other environmental contamination, liability or problem with respect to or arising out of or in connection with the Property.

10.1.8 No litigation or proceedings are pending or, to City's knowledge, contemplated, threatened or anticipated, relating to the Property, or any portion thereof.

10.1.10 To City's knowledge, there are no unrecorded agreements, undertakings or restrictions that affect the Property.

10.1.11 That prior to the Closing Date, the City will ensure there are no tenants, persons or entities occupying any portion of the Property and to City's knowledge, no claim exists against any portion of the Property by reason of adverse possession or prescription.

10.1.12 There is no assessment payable in annual installments, or any part thereof, which has become a lien on the Property but is not yet of record.

10.1.14 As of the Closing Date, no management agent or other personnel employed in connection with the operation of the Property has the right to continue employment with respect to the Property after Closing.

10.1.15 To City's knowledge, City has fully complied with all obligations relative to the Property.

10.1.16 To City's knowledge, there are no wells or underground storage tanks on the Property.

10.1.17 City has no knowledge of any proposed agreement or undertaking with any governmental agency respecting the construction of any acceleration or de acceleration lane, access or street lighting adjoining the Property.

10.1.18 The Property is zoned C-4 Commercial (Central Business) District, pursuant to the City of Enid Zoning Ordinances, Title 11, Chapter 47,

Article E which permits Developer to construct, use, and operate a Hotel on the Hotel Property, and a Parking Facility on the Parking Property.

10.2. As used in Section 10.1, "**Hazardous Substances**" means any matter giving rise to liability under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sections 9601 et seq. (including the so-called "Superfund" amendments thereto), or other applicable, federal, state or local statute, law, ordinance, rule or regulation governing or pertaining to any hazardous substances, hazardous wastes, chemicals or other materials, including without limitation asbestos, polychlorinated biphenyls, radon, petroleum and any derivative thereof, or any common law theory based on nuisance or strict liability (all of the foregoing statutes, laws, ordinances, rules, regulations and common law theories being sometimes collectively hereinafter referred to as "**Environmental Laws**").

10.3 As used in this Section 10.1, the term "**City's knowledge**" means the actual knowledge of Eric Benson, who is familiar with the Property and would have knowledge as to the correctness of the above representations and warranties.

10.4 All representations, warranties, covenants, indemnities and undertakings made herein shall be deemed remade as of the Closing Date, shall be true and correct as of the Closing Date, shall be deemed to be material and to have been relied upon by Developer and shall survive Closing and execution and delivery of the Deeds for a period of three (3) years.

10.5 Anything in this Agreement to the contrary notwithstanding, it is expressly understood and agreed that Developer does not assume or agree to be responsible for, and City hereby agrees to defend, indemnify and hold Developer harmless from and against, any and all claims, obligations and liabilities and all costs, expenses and attorney's fees incurred, based upon or arising out of any obligation, liability, loss, damage or expense, of whatever kind or nature, contingent or otherwise, known or unknown, incurred under, or imposed by, any Environmental Laws arising out of any act or omission by City or its employees or representatives prior to the Closing.

11. Representations and Warranties of Developer. Developer represents and warrants to and covenants with City that:

11.1 Developer is duly organized, validly existing and in good standing under the laws of the state of its origin. Additionally, Developer is registered as a foreign corporation with the Secretary of State of the State of Oklahoma.

11.2 Developer has full right, authority and capacity to execute and perform this Agreement and to consummate all of the transactions contemplated herein and the individual of the Developer who executes and delivers this Agreement and all documents to be delivered to City hereunder is and shall be duly authorized to do so.

11.3 The representations and warranties of Developer set forth in this Section 11 shall be true and correct in all material respects as of the Closing Date.

12. Closing. The conveyance of the Property to Developer, or Developer's nominee (the "**Closing**") shall occur at the office of the Title Company on a date that is in accordance with the terms of the Escrow Agreement (the "**Closing Date**").

13. City Disclaimer. At Closing, City shall deliver physical possession of the Property to Developer in as is, where-is condition, with all faults, in substantially the same condition as exists on the date of execution of this Agreement, except as expressly provided herein. Developer acknowledges that, except as specifically set forth in this Agreement, City has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future, of, as to, concerning or with respect to (a) the value, nature, quality or condition (including the environmental condition) of the Property; (b) the income to be derived from the Property; (c) the suitability of the Property for any and all activities and uses which Developer may conduct thereon, the suitability of the Property for construction of the Building and other improvements or the availability of utilities to the Property; (d) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property; or (e) any other matter with respect to the Property.

14. Development Assurances and Cooperation.

14.1 From and after the Effective Date, City shall, at the request of Developer, cooperate and work together with Developer (including, without limitation, joining in the execution of the materials described in clause (i) below) in connection with (i) applications, agreements, amendments, approvals and annexation agreements which Developer may seek to submit or enter into relating to, among other things, site plan, planned development, protective covenants, utility and other development matters to permit the development of the Property in accordance with Developer's proposed development plans, and (ii) any requirements of local, state or federal governments, or any agency thereof, or any public utility, relating to the proposed development of the Property.

14.2 Developer agrees to submit to City final conceptual architectural plans (the "**Plans**") for the Hotel and Parking Facility to be constructed on the Property for City's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed. Following City's receipt of the Plans, City shall have a period of twenty (20) business days (the "**Plan Review Period**") in which to provide written comments and objections to Developer to matters set forth in the Plans which pertain to the exterior of the Hotel and Parking Facility, landscape improvements, exterior site improvements, and the placement of the Hotel and Parking Facility on the Property. City may provide Developer with approval prior to the end of the twenty (20) days. If City does not comment upon the Plans within the Plan Review Period, City shall be deemed to have approved of the Plans. In the event City provides Developer with reasonable comments and objections to any element of the Plans within the Plan Review Period, Developer

shall make such commercially reasonable revisions to the Plans as may be needed to respond to the reasonable comments and objections of City. The resubmission of the revised Plans following City's comments and objections or any material change to the Plans made by Developer to the Plans approved by City shall be subject to the process set forth in this Paragraph 14.2. In the event that City has not approved or otherwise responded to Developer on or before the expiration of the Plan Review Period, City shall be deemed to have approved the Plans. Developer agrees to construct the Hotel and Parking Facility in substantial conformance with the Plans as herein provided or obtain City's prior written approval to any material change to the exterior of the Hotel or the Parking Facility, landscape improvements, exterior site improvements, and the placement of the Hotel or the Parking Facility on the Property as shown on the Plans.

14.3 City shall waive or pay Developer's permit and any and all other fees normally assessed by City in connection with development, and shall provide such technical and administrative assistance as may be reasonably requested by Developer to ensure timely and adequate completion of the Project.

14.4 City and Developer shall cooperate to investigate potential incentives for the Project, in addition to those set forth elsewhere herein. Such potential, additional incentives shall include, but not be limited to, creation of or amendment to a Tax Increment Financing (TIF) or Improvement District. Should a TIF or Improvement District be approved, the City's obligation under Section 8.4, and any agreement pursuant to Section 8.4 shall immediately end.

14.5 The provisions of this Section 14 shall survive the Closing.

15. Eminent Domain.

15.1 In the event that between the Effective Date and the Closing Date, any eminent domain proceedings are initiated which might result in the taking of all or any part of the Property, or if City receives written notice from a governmental or quasi-governmental authority which states that such an action is contemplated, Developer may: (i) terminate this Agreement, in which event all rights and obligations of the parties hereunder shall terminate, provided that Developer shall and does not waive any right it may have against the condemning authority for damages related to such taking; or (ii) keep this Agreement in effect, and consummate the purchase of the Property or part thereof, not to be taken by eminent domain, and City shall cause to be conveyed and assigned to Developer all right, title and interest in and to any award made in connection with such eminent domain proceedings.

15.2 City shall notify Developer immediately, in writing, of the occurrence of any eminent domain proceedings, or the receipt of a written notice stating that such an action is contemplated. Developer shall then notify City within fifteen (15) business days after Developer's receipt of City's notice whether Developer elects to exercise its right under Paragraph 15.1. Closing shall be delayed until Developer makes such election. If

Developer elects to consummate the transaction, the Closing Date shall be adjusted accordingly.

16. Covenants of City. Between the Effective Date and the Closing Date, City shall: (i) comply with all laws, ordinances, regulations and restrictions affecting the Property and its use; and (ii) not, without first obtaining the written consent of Developer, enter into any contracts or agreements pertaining to the Property, except contracts or agreements which are not inconsistent with Developer's rights hereunder and which may be terminated on not more than thirty (30) days notice. The provisions of this Section 16 shall survive the Closing and execution and delivery of the Deeds delivered in accordance with Section 7 above.

17. Project Announcement Signs/Confidentiality. Prior to Closing, Developer shall have the right, at its own cost and expense, to erect "project announcement" signs on the Property, provided that the content, size, location and timing of placement of any and all such signs shall be subject to the reasonable review and advance approval of City. Such signs shall comply with applicable code restrictions regarding size, design, location and number. Developer shall keep such signs in good condition. Developer may disclose any matters concerning this Agreement or the Property to any person or entity.

18. Permitted Termination; Default.

18.1 If this Agreement is terminated by either Party pursuant to a right expressly given it to do so hereunder (a "**Permitted Termination**"), neither Party shall have any further rights or obligations hereunder, except as may otherwise be provided herein.

18.2 City shall be in default hereunder upon the occurrence of any one or more of the following events:

18.2.1 Any of City's warranties or representations set forth herein are untrue or inaccurate in any material respect.

18.2.2 City shall fail to substantially meet, comply with or perform any material covenant, agreement, or obligation on its part required, within the time limits and in the manner required in this Agreement, for any reason other than a Permitted Termination.

18.2.3 City shall fail to deliver at the Closing any of the items required of City under the Escrow Agreement, for any reason other than a default by Developer hereunder or a Permitted Termination.

18.3 Developer shall be in default hereunder upon the occurrence of any one or more of the following events:

18.3.1 Any of Developer's warranties or representations set forth herein are untrue or inaccurate in any material respect.

18.3.2 Developer shall substantially fail to meet, comply with or perform any material covenant, agreement, or obligation on its part required, within the time limits and in the manner required in this Agreement, for any reason other than a Permitted Termination.

18.3.3 Developer shall fail to deliver at the Closing any of the items required of Developer under the Escrow Agreement, for any reason other than a default by City hereunder or a Permitted Termination.

19. Remedies.

19.1 If Closing does not occur and the failure of such Closing to occur is caused by a default, the non-defaulting Party shall be entitled to exercise any remedies available to it at law or in equity, including, without limitation, the remedy of specific performance.

19.2 If either Party shall bring suit against the other to enforce the terms of this Agreement, the losing party shall pay to the prevailing party the prevailing party's cost and expenses (including, without limitation, reasonable attorneys' fees and costs) incurred in enforcing this Agreement.

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

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

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

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

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



or to such other address with respect to either Party as that Party may, from time to time, designate in writing and forward to the other as provided in this paragraph. All notices shall be deemed given two (2) business days following deposit in the United States mail with respect to a certified or registered letter, one (1) business day following deposit if delivered to an overnight courier guaranteeing next day delivery or on the same day if sent by personal delivery or facsimile (with proof of transmission). Attorneys for each party shall be authorized to give notices for such party. Any party may change its address for the service of notice by giving written notice of such change to the other party, in the manner above specified.

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

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

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

24. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

25. Memorandum. City and Developer agree that either Party may record a memorandum of this Agreement and the other Party shall render such assistance as is necessary and appropriate to the execution and recording of such a memorandum.

26. Further Assurances. The Parties each agree to do, execute, acknowledge and deliver any and all other documents and instruments and to take all such further action before or

after the Closing as shall be necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transaction contemplated hereby.

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

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

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

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

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

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

**CITY OF ENID**

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Name: William E. Shewey  
Title: Mayor

(SEAL)

**ATTEST:**

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Name: Linda Parks  
Title: City Clerk

**ENID HOTEL 1, LLC**

BY: LODGEWELL DEVELOPMENT, LLC, a  
Kansas limited liability company

By: LodgeWell, LLC, a Kansas limited  
liability company

Its: Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Manager

RESOLUTION

A RESOLUTION AMENDING THE 2012-2013 GENERAL FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$531,000.00 TO INCREASE THE 2012-2013 APPROPRIATED AMOUNTS FOR THE GENERAL FUND TRANSFERS DEPARTMENT.

WHEREAS, the appropriated amounts for the 2012-2013 General Fund Transfers in the General Fund must be increased by \$531,000.00 to provide funding for the Champlin Park improvements and purchase Airport Hangar No. 2 in the amount of \$191,000.00 and \$340,000.00; and

WHEREAS, funds will be transferred from the General Fund to the Capital Improvement Fund and the Airport Fund to provide the necessary funding utilizing the \$140,000.00 in donated funds for Champlin Park and excess sales tax revenues;

AND NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA, THAT THE CITY OF ENID 2012-2013 BUDGET BE AMENDED TO INCREASE THE APPROPRIATIONS FOR THE GENERAL FUND TRANSFERS DEPARTMENT:

FUND 10 GENERAL FUND	
General Fund Transfers	\$531,000.00

Adopted this 19<sup>th</sup> day of March 2013.

\_\_\_\_\_  
Mayor

(Seal)

ATTEST:

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

RESOLUTION

A RESOLUTION AMENDING THE 2012-2013 CAPITAL IMPROVEMENT FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$384,850.00 TO INCREASE THE 2012-2013 APPROPRIATED AMOUNTS FOR THE CAPITAL IMPROVEMENT FUND CAPITAL IMPROVEMENT DEPARTMENT.

WHEREAS, the appropriated amounts for the 2012-2013 Capital Improvement Department in the Capital Improvement Fund must be increased by \$384,850.00 to provide funding for the purchase of the Champlin Park improvements in the amount of \$191,000.00 and the Klemme artwork for the new Event Center in the amount of \$193,850.00; and

WHEREAS, funds will be transferred from the General Fund and the Enid Municipal Authority to the 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 2012-2013 BUDGET BE AMENDED TO INCREASE THE APPROPRIATIONS FOR THE CAPITAL IMPROVEMENT FUND CAPITAL IMPROVEMENT DEPARTMENT:

FUND 40 CAPITAL IMPROVEMENT FUND	
Revenue	\$384,850.00
Capital Improvement Department	\$384,850.00

Adopted this 19<sup>th</sup> day of March 2013.

\_\_\_\_\_  
Mayor

(Seal)

ATTEST:

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

CANVASS OF BIDS  
For  
Champlin Park Playground Equipment  
P-1303A

<u>FIRM NAME AND ADDRESS</u>	<u>PRODUCT/SERVICE BID</u>	<u>PRICE</u>
Cunningham Associates Charlotte, NC	Base Bid	\$190,447.25
	Alternate No. 1	\$ 20,400.55
	Alternate No. 2	\$ 12,750.00
	Alternate No. 3	\$ 3,176.00
	TOTAL BID:	\$216,774.70

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

DEVIATIONS: **None**

J.R. Jackson & Company Enid, Oklahoma	Base Bid	\$225,981.81
	Alternate No. 1	\$ 9,347.25
	Alternate No. 2	\$ 8,404.65
	Alternate No. 3	\$ 1,750.00
	TOTAL BID:	\$245,483.71

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

DEVIATIONS: **None**

Henson Construction Co. Enid, Oklahoma	Base Bid	\$254,485.00
	Alternate No. 1	\$ 23,445.00
	Alternate No. 2	\$ 7,410.00
	Alternate No. 3	\$ 15,000.00
	TOTAL BID:	\$300,340.00

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

DEVIATIONS: **None**

RECOMMENDATION:

Award contract to Cunningham Associates for the Base Bid only in the amount of \$190,447.25

RESOLUTION

A RESOLUTION AMENDING THE 2012-2013 AIRPORT FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$340,000.00 TO INCREASE THE 2012-2013 APPROPRIATED AMOUNTS FOR THE AIRPORT FUND AIRPORT DEPARTMENT.

WHEREAS, the appropriated amounts for the 2012-2013 Airport Department in the Airport Fund must be increased by \$340,000.00 to provide funding for the purchase of Airport Hangar No. 2; and

WHEREAS, funds will be transferred from the General Fund to the Airport 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 2012-2013 BUDGET BE AMENDED TO INCREASE THE APPROPRIATIONS FOR THE AIRPORT FUND AIRPORT DEPARTMENT:

FUND 20 AIRPORT FUND	
Revenues	\$340,000.00
Airport Department	\$340,000.00

Adopted this 19<sup>th</sup> day of March 2013.

\_\_\_\_\_  
Mayor

(Seal)

ATTEST:

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

ORDINANCE NO. 2013-\_\_\_\_\_

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2003, AMENDING TITLE 8, ENTITLED "UTILITIES," CHAPTER 3, ENTITLES "SEWERS AND SEWAGE DISPOSAL," ARTICLE A, ENTITLED "WASTEWATER COLLECTION AND TREATMENT," SECTION 8-3A-2, ENTITLED "DEFINITIONS," TO ADD A DEFINITION FOR SIGNIFICANT NON-COMPLIANCE; SECTION 8-3A-9, ENTITLED "GREASE, OIL AND SAND TRAPS AND INTERCEPTORS; SECTION 8-3A-11, ENTITLED "ACCIDENTAL DISCHARGES, SLUG LOAD OR UPSET," TO REQUIRE THE SLUG CONTROL PLAN TO BECOME A PART OF THE SIGNIFICANT INDUSTRIAL USER'S PERMIT AND TO REQUIRE SIGNIFICANT INDUSTRIAL USERS TO NOTIFY THE CITY IMMEDIATELY OF CHANGES AT THEIR FACILITY; ARTICLE F, ENTITLED "WASTEWATER DISCHARGE PERMITS," SECTION 8-3F-4, ENTITLED "EVALUATION; PERMIT DURATION AND CONDITIONS," TO REQUIRE SLUG CONTROL PLANS TO BE INCLUDED IN THE SIGNIFICANT INDUSTRIAL USER CONTROL MECHANISM; ARTICLE G, ENTITLED "REPORTING REQUIREMENTS," SECTION 8-3G-3, ENTITLED SELF MONITORING VERSUS CITY MONITORING," TO CHANGE GRAB SAMPLING REQUIREMENTS; SECTION 8-3G-6, ENTITLED "INDUSTRIAL USERS IN SIGNIFICANT NON-COMPLIANCE," TO CHANGE THIRTY (30) DAYS TO FORTY-FIVE (45) DAYS; PROVIDING FOR REPEALER, SAVINGS CLAUSE, CODIFICATION, EFFECTIVE DATE, SEVERABILITY, AND EMERGENCY.

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

**Section I.** That Article A, E, F, G AND H of Chapter 8 entitled "Utilities", of the Enid Municipal Code, 2000, is hereby amended to read:

Article A WASTEWATER COLLECTION AND TREATMENT

**Section 8-3A-1: PREAMBLE:**

This chapter sets forth uniform requirements for users of the wastewater collection and Publicly Owned Treatment Works (POTW) for the City and enables the City to comply with all applicable State and Federal laws including the Clean Water Act (33 U.S.C. 1251 et. seq.), and the General Pretreatment Regulations (40 CFR Part 403). The objectives of this Article are:

- A. To prevent the introduction of pollutants into the POTW that will interfere with the operation of the POTW;
- B. To prevent the introduction of pollutants into the POTW which will pass through the POTW, inadequately treated, into receiving waters or the atmosphere or otherwise be incompatible with the POTW;
- C. To ensure that the quality of the wastewater treatment plant sludge is maintained at a level which allows its use and disposal in compliance with applicable statutes and regulations;
- D. To protect POTW personnel who may be affected by wastewater and sludge in the course of their employment and to protect the general public;
- E. To improve the opportunity to recycle and reclaim wastewater and sludge from the POTW;
- F. To enable the City to comply with its NPDES permit conditions, sludge use and disposal requirements and any other Federal or State laws to which the POTW is subject;
- G. To provide for equitable distribution of the cost of operation,



maintenance and improvement of the POTW. (1994 Code 34-61)

**Section 8-3A-2: DEFINITIONS:**

Terms and words not specifically defined but used herein shall have their usual and ordinary meanings unless otherwise specifically defined in Ordinances of the city. As used in this chapter, unless the context specifically indicates otherwise, the following terms and phrases shall have the meanings hereinafter designated:

ACCESS. Entry into or upon any real estate or structure including any part thereof.

ACT OR THE ACT. The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251 et. seq.

APPROVAL AUTHORITY. The director in an NPDES state with an approved state pretreatment program.

AUTHORIZED REPRESENTATIVE OF INDUSTRIAL USER. An authorized representative of an industrial user may be: a) a principal executive officer of at least the level of vice-president, if the industrial user is a corporation; b) a general partner or proprietor if the industrial user is a partnership or proprietorship, respectively; c) a duly authorized representative of the individual designated above if such representative is responsible for the overall operation of the facilities from which the indirect discharge originates.

BOD<sub>5</sub> (DENOTING BIO-CHEMICAL OXYGEN DEMAND) The quantity of oxygen utilized in the biochemical oxidations of organic matter under standard laboratory procedure in five (5) days at twenty (20) degrees Celsius, expressed in milligrams per liter.

BUILDING DRAIN. That part of the lowest horizontal piping of a drainage system which received the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five (5) feet (1.5 meters) outside the inner face of the building wall.

BUILDING SEWER. A sewer conveying wastewater from the premises of a user to the public sewer.

BYPASS. The intentional diversion of wastestreams from any portion of any industrial user's treatment facility.

CATEGORICAL STANDARDS. Federal categorical pretreatment standards or pretreatment standards.

CITY. The administrative head of the City and/or his delegated representative or the Mayor and Board of Commissioners.

COMBINED SEWER. A sewer receiving both surface runoff and sewage.

COMPOSITE SAMPLE. The sample resulting from the combination of individual wastewater samples taken at selected intervals based on an increment of either flow or time.

CONTROL AUTHORITY. The term "control authority" shall refer to the "approval authority", defined hereinabove; or the director if the City has

an approved pretreatment program under the provisions of 40 CFR. 403.11.

COOLING WATER. The water discharged from any use such as air conditioning, cooling or refrigeration.

DIRECT DISCHARGE. The discharge of treated or untreated wastewater directly to the waters of the state.

DIRECTOR OF ENGINEERING SERVICES. The City Engineer or his duly authorized representative.

ENVIRONMENTAL COMPLIANCE SPECIALIST. The City of Enid Environmental Compliance Specialist or his duly authorized representative designated by the City Manager to administer, implement and enforce the provisions of this chapter.

ENVIRONMENTAL ENFORCEMENT BOARD. The five (5) member board that hears appeals from the decisions made at administrative hearings.

ENVIRONMENTAL PROTECTION AGENCY OR EPA. The U.S. Environmental Protection Agency or where appropriate, the term may also be used as a designation for the administrator or other duly authorized official.

EXISTING SOURCE. Any source of discharge, the construction or operation of which commenced prior to the publication of proposed categorical pretreatment standards which will be applicable to such source if the standard is thereafter promulgated in accordance with Section 307 of the Act.

FEDERAL CATEGORICAL PRETREATMENT STANDARDS OR PRETREATMENT STANDARDS. A regulation containing pollutant discharge limits promulgated by EPA in accordance with Sections 307(b) and (c) of the Act (33 U.S.C. 1347) which applies to a specific category of industrial users. This term includes prohibited discharge limits established pursuant to Section 403.5 OF Title 40 CFR.

GRAB SAMPLE. An individual sample which is taken from a waste stream on a one-time basis with no regard to the flow in the waste stream and collected over a period of time, not to exceed fifteen (15) minutes in duration.

HOLDING TANK WASTE. Any waste from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks, and vacuum-pump tank trucks.

INDIRECT DISCHARGE. The discharge or the introduction of non-domestic pollutants from any source regulated under Section 307(b), (c) or (d) of the Act (33 U.S.C. 1317), into the POTW (including holding tank waste discharged into the system).

INDUSTRIAL USER. A source of indirect discharge.

INFILTRATION. "Water", as herein defined, entering the sanitary sewer system, including private sewer service connections, from the ground, through such means as, but not limited to, defective pipes, pipe joints, connections, perimeter drains, or manhole walls. "Infiltration" does not include, and is distinguished from, "inflow."

INFILTRATION/INFLOW. A combination of infiltration and inflow waters entering the sanitary sewer lines, with no way of distinguishing the basic source, and which tends to cause an overloading of the capacities of the sanitary sewer system.

INFLOW. Water discharged into the sanitary sewer system, including service connection from means such as, but not limited to, roof downspout or leaders, cellar, yard, driveway and area drains, sump pumps, open foundations and/or perimeter drains, drains from springs and swampy areas, manhole covers, cross connections from storm sewers, surface runoff, street waste waters, or drainage. "Inflow" does not include, and is distinguished from, "infiltration".

INSTANTANEOUS MAXIMUM ALLOWABLE DISCHARGE LIMIT. The maximum concentration (or loading) of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected independent of the industrial flow rate and the duration of the sampling event.

INTERFERENCE. A discharge which alone or in conjunction with a discharge or discharges from other sources: a) inhibits or disrupts the POTW treatment processes or operations or its sludge processes, use or disposal; and b) therefore, contributes to a violation of any requirement of the City's NPDES permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal by the POTW in accordance with any of the following statutory/regulatory provisions or permits issued thereunder (or more stringent state or local regulations): Section 405 of the Clean Water Act (33 U.S.C. 1345); or any criteria, guidelines, or regulations developed pursuant to the Solid Waste Disposal Act (SWDA), including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA); or more stringent state criteria contained in any Sludge Management Plan prepared pursuant to Subtitle D, of the SWDA; the Clean Air Act; the Toxic Substance Control Act; and the Marine Protection, Research and Sanctuaries Act.

MEDICAL WASTE. Isolation wastes, infectious agents, human blood and blood by-products, pathological wastes, sharps, body parts, fomites, etiologic agents, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes and dialysis wastes.

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM OR NPDES PERMIT. A permit issued pursuant to Section 402 of the Act (33 U.S.C. 1342).

NATIONAL PRETREATMENT STANDARD, PRETREATMENT STANDARD OR STNADARD. Any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Section 307(b) and (c) of the Act, which applies to industrial users. This term includes prohibitive discharge limits established pursuant to 40 CFR Section 403.5.

NATURAL OUTLET. Any outlet into a watercourse, pond, ditch, lake, or other body of surface water or groundwater.

NEW SOURCE.

A. Any source from which there is or may be a discharge of pollutants, the construction of which is commenced after the publication of proposed pretreatment standards of the Act which will be applicable to such source,

if such standard is thereafter promulgated in accordance with that section, provided that: 1) construction is at a site where no other source is located; 2) process or production equipment causing discharge is totally replaced due to construction; or 3) the production of the wastestream of the facility are substantially independent of existing sources at the same site.

B. Construction of a new source has commenced if the owner or operator has: 1) begun installation/assembly of facilities or equipment; 2) begun significant site preparation for installation/assembly; or 3) entered into binding constructural obligation for the purchase of facility equipment which is intended to be used in the operation within a reasonable time.

NONCONTACT COOLING WATER. Water used for cooling which does not come into direct contact with any raw material, intermediate products, waste product, or finished product and to which the only pollutant added is heat.

NOTICE. If the structure and/or real property to be inspected is occupied, the representative shall first present proper credentials and request entry. If the structure and/or real property are unoccupied, he shall first make a reasonable effort to locate the owner or other person(s) having charge or control of the structure and/or real property and request entry.

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY OR ODEQ. The approval authority agency for the State of Oklahoma.

PASS THROUGH. A discharge which exits the POTW into the waters of the U.S. in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation).

PERSON. Any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity, or their legal representatives, agents, heirs, successors or assigns. This definition includes all Federal, State or local governmental entities.

pH. The logarithm (base 10) of the reciprocal of the concentration of hydrogen ions expressed in grams per liter of solution and measured in standard units (s.u.).

POLLUTANT. Any dredge spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt and industrial, municipal, and agricultural waste discharged into water.

POLLUTION. The man-made or man-induced alteration of the chemical, physical, biological, and radiological integrity of water.

POTW TREATMENT PLANT: This portion of the POTW which is designed to provide treatment (including recycling and reclamation) of municipal sewage and industrial waste.

PRETREATMENT OR TREATMENT. The reduction of the amount of pollutants, the

elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to or in lieu of discharging or otherwise introducing such pollutants into a POTW. The reduction or alteration may be obtained by physical, chemical or biological processes, process changes or by other means, except as prohibited by Section 403.6(d) of Title 40 CFR. Appropriate pretreatment technology includes control equipment, such as equalization tanks or facilities, for protection against surges or slug loadings that might interfere with or otherwise be incompatible with the POTW. However, where wastewater from a regulated process is mixed in an equalization facility with unregulated wastewater or with wastewater from another regulated process, the effluent from the equalization facility must meet an adjusted pretreatment limit calculated in accordance with Section 403.6(e) of Title 40 CFR.

PRETREATMENT REQUIREMENTS. Any substantive or procedural requirement related to pretreatment, other than a national pretreatment standard imposed on an industrial user.

PUBLICLY OWNED TREATMENT WORKS (POTW). A treatment works as defined by Section 212 of the Act, which is owned by a state or municipality (as defined by Section 502(4) of the Act). This definition includes any devices and systems used in the collection, pumping, storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipe and other conveyances only if they convey wastewater to a POTW treatment plant. The term also means the "municipality" as defined in Section 502(4) of the Act, which has jurisdiction over the indirect discharges to and the discharges from such a treatment works.

PUBLIC SEWER: A sewer in which all owners of abutted properties have equal rights and is controlled, operated and maintained by the City; the same being an integral part of the POTW.

PUBLIC UTILITIES DIRECTOR. The Public Utilities Director or his duly authorized representative who is charged with certain duties and responsibilities by the provisions of this Article.

SANITARY SEWAGE. The liquid waste which may or may not contain solids, originating in the sanitary conveniences for personnel of a dwelling, business building, factory, industrial facility, institution or other place.

SANITARY SEWER. A sewer, which carries wastewater and to which storm, surface and ground waters are not intentionally admitted.

SEARCH WARRANTS. If, after proper request, entry or access is refused, or otherwise permission to inspect the property is not granted, the representative shall make application to a court of competent jurisdiction for a search warrant to permit such inspection.

SERVICE LINE OR HOUSE SERVICE LINE. That portion of a sewer, located on the premises of the user, extending from the building drain to the public sewer, and the operation and maintenance of such portion of the sewer shall be the responsibility of the user; further, the terms "service line" or "house service line" shall be synonymous with the term "building sewer" hereinabove set forth.

SEVERE PROPERTY DAMAGE. Substantial physical damage to property, damage

to the treatment facilities which causes the facilities to become inoperable, or substantial and permanent loss of natural resources which can reasonable be expected to occur in the absence of a bypass.

SEWER. A pipe or conduit for carrying wastewater or stormwater.

SHALL/MAY: "Shall is mandatory; "may" is permissive or discretionary.

SIGNIFICANT INDUSTRIAL USER (SIU). Any industrial user of the City's wastewater disposal system who a) is subject to Categorical Pretreatment Standards under 40 CFR 403.6 and 40 CFR Chapter I, Subchapter N, b) any other noncategorical industrial user that: 1) has a discharge flow of twenty-five thousand (25,000) gallons or more per average work day of process wastewater ("process wastewater" excludes sanitary, noncontact cooling, and boiler blowdown wastewaters), 2) has a process wastestream which makes up five percent (5%) or more of the average dry weather hydraulic or organic (BOD<sub>5</sub>, TSS, etc.) capacity of the POTW treatment plant, 3) the wastewater toxic pollutants as defined pursuant to Section 307, of the Act or state statutes or rules, or 4) is found by the City, the state or the U.S. Environmental Protection Agency (EPA) to have a reasonable potential for adversely affecting the POTW treatment plant (inhibition, pass-through of pollutants, sludge contamination, endangerment of POTW workers, or air emissions generated by the system), or for violating any pretreatment standard or requirement, either singly or in combination with other contributing industries.

SIGNIFICANT NON-COMPLIANCE: An industrial user is in Significant Non-Compliance if its violation meets one or more of the following criteria: A) Chronic violations defined here as those in which sixty-six percent (66%) or more of all measurements taken during a six (6) month period exceed (by any magnitude) the daily maximum limit or the average limit for the same pollutant parameter; B) Technical Review Criteria (TRC) violations defined as those in which thirty-three percent (33%) or more of all the measurements for each pollutant parameter taken during a six (6) month period equal or exceed the product of the daily maximum limit or the average limit multiplied by the applicable TRC (TRC=1.4 for BOD<sub>5</sub>, TSS, fats oil and grease, and 1.2 for all other pollutants except for pH). C) Any other violation of a pretreatment effluent limit that the Control Authority determines has caused, alone or in combination with other discharges, interference or pass-through (including endangering the health of POTW personnel or the general public; D) Any other violation of a Pretreatment Standard or Requirement as defined by 40 CFR 403.3 (1)(Daily Maximum, Long term average, Instantaneous Limit or Narrative Standard) that the POTW determines has caused, alone or in combination with other discharges, interference or pass-through (including endangering the health of POTW personnel or the general public); E) Failure to provide within forty-five (45) days after the due date, required reports such as Baseline Monitoring Reports, 90-day Compliance Reports, Periodic Self Monitoring Reports, and reports on compliance with Compliance Schedules.

SLUG. Any discharge of a non-routine episodic nature, including but not limited to, an accidental spill or a non-customary batch discharge.

STANDARD INDUSTRIAL CLASSIFICATION (SIC). A classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, 1987.

STORM SEWER OR STORM DRAIN. A sewer pipe or man made watercourse, which

carries storm water and surface water and drainage, but excludes wastewater.

**STORM WATER.** Any flow occurring during or following any form of natural precipitation, and resulting therefrom, including snowmelt.

**SUPERINTENDENT.** The Superintendent or Supervisor of the Water Pollution Control Plant, or the individual designated by the City Manager to fill the position or assume the duties of the Superintendent or Supervisor of the Water Pollution Control Plant who is charged by the City Manager to implement the provisions of the NPDES permit.

**SUSPENDED SOLIDS.** Matter that either floats on the surface of or is suspended in water, wastewater, sewage or other liquids, and which are removable by laboratory filtering.

**TOXIC POLLUTANT.** Any pollutant or combination of pollutants listed as toxic in regulations promulgated by the administrator of the Environmental Protection Agency under the provision of CWA Section 307(a) or other acts.

**TREATMENT PLANT EFFLUENT.** Any discharge from the POTW into waters of the State.

**UPSET.** An exceptional incident in which there is unintentional and temporary noncompliance with categorical pretreatment standards because of factors beyond the reasonable control of the industrial user. An "upset" does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operations.

**USE OR USER OF THE SANITARY SEWER.** Any person who contributes, causes or permits the contribution of wastewater into the City's POTW; and further the terms "User" or "User of the sanitary sewage system" shall also mean any person receiving City water service and who has a connection with the City's sewage system, or, in the case where a private water supply is used, the proprietor of the location having the sewer connection.

**WASTEWATER.** The liquid and water-carried industrial or domestic wastes from dwellings, commercial buildings, industrial facilities, and institutions, together with any groundwater, surface water, and stormwater that may be present, whether treated or untreated, which is contributed into or permitted to enter the POTW for treatment and disposal. "Sewage" may include chemicals, household waste, laundry waste, human excrement, animal or vegetable matter in suspension or solution, and other solids in suspension or solution.

**WATERCOURSE.** A channel in which a flow of water occurs, either continuously or intermittently.

**WATERS OF THE STATE.** All streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through, or border upon the state or any portion thereof. (1994 Code 34-61.1; amd. 2003 Code)

Other terms and words not specifically defined but used herein shall have their usual and ordinary meaning unless otherwise specifically defined in

ordinances of the City. (1994 Code 34-61.1; amd. 2003 Code)

**Section 8-3A-3: ABBREVIATIONS:**

The following abbreviations shall have the designated meanings:

BOD<sub>5</sub>: Biochemical oxygen demand.

CFR: Code of Federal Regulations.

COD: Chemical oxygen demand.

EPA: Environmental Protection Agency

L: Liter.

mg: Milligrams.

mg/l: Milligrams per liter.

NPDES: National Pollutant Discharge Elimination System.

POTW: Publicly Owned Treatment Works.

SIC: Standard Industrial Classification.

SWDA: Solid Waste Disposal Act, 42 U.S.C. 6901, et. seq.

TSS: Total suspended solids.

USC: United States Code.

(1994 Code 34-62)

**Section 8-3A-4: CHARGES AND FEES:**

After the effective date of this Code, the Mayor and Board of Commissioners, for the purpose of defraying cost of implementing and operating the City's pretreatment program, shall have the power and authority, by the adoption of a duly enacted Ordinance, to require the payment of the following:

- A. Fees for reimbursement of costs of setting up and operating the City's pretreatment program;
- B. Fees for monitoring, inspections and surveillance procedures;
- C. Fees for reviewing accidental discharge procedures and construction;
- D. Fees for consistent removal by the City of pollutants otherwise subject to federal pretreatment standards;
- E. Fees for surcharges; and
- F. Any other fees as the City may deem necessary to carry out the requirements contained herein. (1994 Code 34-63)



**Section 8-3A-5: SEWER CONNECTION REQUIRED:**

- A. Requirement: Except in areas zoned A-Agriculture, all buildings and structures, which are constructed or to which additions other than porches or garages are made after January 25, 1973, shall have all water closets and sewage disposal facilities connected to the City sanitary sewer where the building is located on a lot, parcel, or tract of land abutting or adjacent to any street, alley, easement or right-of-way and which there is located a public sanitary sewer of the City. Connection shall be required at the time of issuance of any building permit and before issuance of a Certificate of Occupancy. It is the declared intent of the Mayor and Board of Commissioners that required connection to the City sanitary sewer system promotes the health, safety and welfare of the community.
- B. Deposits of Garbage, Objectionable Wastes: No person shall place, deposit, or permit to be deposited in any unsanitary manner on public or private property within the City, or in any area under the jurisdiction of the City, any human or animal excrement, garbage, or other objectionable waste.
- C. Toilet Facilities; Time Limit to Connect to Sewer: The owner of all houses, buildings, or properties used for human occupancy, employment, recreation, or other purposes, situated within the City and abutting on any street, alley, easement or right-of-way in which there is now located or may in the future be located a public sanitary sewer of the City, at his expense shall install suitable toilet facilities therein, and to connect such facilities directly with the public sanitary sewer in accordance with the provisions of this article, within ninety (90) days after the date of official notice to do so, provided that such public sewer is located in any street, easement, alley, or right-of-way adjoining, abutting or adjacent to the premises upon which the building or structure is located at the time of notice.
- D. Subdivisions: This section shall not be construed to limit the City's authority to require extensions and connections for new development pursuant to subdivisions of land or subdivision regulations of the City.
- E. Compliance Required: No person who owns rents or is in control of a building or structure, which is required to be connected to a sanitary sewer, shall fail to connect to such sanitary sewer. (1994 Code 34-65)

**Section 8-3A-6: DISCHARGE OF SEWAGE AND POLLUTED WATER TO NATURAL OUTLET:**

No person shall discharge to any natural outlet or water of the state within the City, or in any area under the jurisdiction of the City, any wastewater, except where suitable treatment has been provided in accordance with the provisions of this Article. (1994 Code 34-66)

**Section 8-3A-7: DISCHARGE OF STORM WATER AND GROUNDWATER:**

- A. Discharge to Sanitary Sewer Prohibited: No person shall discharge or cause to be discharged any stormwater, surface water, groundwater, roof runoff or subsurface drainage to any sanitary sewer.
- B. Discharge to Storm Sewers: Storm water and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as storm sewers, or to a natural outlet. Non-contact cooling water or unpolluted process waters may be discharged, on approval of the State to a storm

sewer or natural outlet. (1994 Code 34-64)

**Section 8-3A-8: DISCHARGE OF CERTAIN WATERS OR WASTES TO SANITARY SEWER PROHIBITED:**

- A. General Prohibitions: No user shall contribute or cause to be contributed, directly or indirectly, into the POTW any pollutant or wastewater which will interfere with the operation or performance or pass through the POTW. These general prohibitions apply to all such users of the POTW whether or not the user is subject to categorical pretreatment standards or any other National, State or local pretreatment standards or requirements. Furthermore, no user may contribute the following substances to the POTW:
1. Any liquids, solids, or gases which by reason of their nature or quantity are, or may be, sufficient either alone or in interaction with other substances to cause fire or explosion or be injurious in any other way to the POTW or to the operation of the POTW. Pollutants which cause a fire or explosion hazard to the POTW, including but not limited to, wastestreams with a closed cup flashpoint of less than one hundred and forty degrees Fahrenheit (140 F) or sixty degrees Centigrade (60 C) using the test methods specified in 40 CFR 261.21. At no time, shall two (2) successive readings on an explosion hazard meter, at the point of discharge into the system (or at any point in the system) be more than five percent (5%) nor any single reading over ten percent (10%) of the Lower Explosive Limit (LEL) of the meter. Prohibited materials include, but are not limited to: gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides and sulfides and any other substances which the City, the state or EPA has notified the user is a fire hazard or a hazard to the system or as determined by the Public Utilities Director.
  2. Solid or viscous substances which may cause obstruction to the flow in a sewer or other interference with the operation of or pass through the wastewater treatment facilities such as, but not limited to: grease, garbage with particles greater than one-half inch (1/2") in any dimension, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastic, gas, tar, asphalt residues, residues from refining, or processing of fuel or lubricating oil, petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origins, mud, or glass grindings or polishing wastes.
  3. Any wastewater having a pH less than five and five-tenths (5.5), or having a pH greater than eleven (11.0), or wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment, and/or personnel of the POTW.
  4. Any wastewater containing toxic pollutants in sufficient quantity, either singly or by interaction with other pollutants, to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters of the POTW, or to exceed the limitations set forth in a categorical pretreatment standard. A toxic pollutant shall include, but not be

limited to, any pollutant identified pursuant to Section 307(a) of the Act.

5. Any noxious, or malodorous or toxic liquids, gases, vapors, fumes, or solids which either singly or by interaction with other wastes are sufficient to create a public nuisance or hazard to life or are sufficient enough that may cause acute worker health and safety problems at the POTW or may prevent entry into the sewer system for maintenance and repair.
  6. Any substance, which may cause the POTW's effluent or any other product of the POTW such as residues, sludges, or scums, to be unsuitable for reclamation process. In no case, shall a substance discharged to the POTW cause the POTW to be in noncompliance with sludge use or disposal criteria, guidelines or regulations developed under Section 405 of the Act; any criteria, guidelines, or regulations affecting sludge use or disposal developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substance Control Act, or state criteria applicable to the sludge management method being used.
  7. Any substance which will cause the POTW to violate its NPDES permit or the state water quality standards.
  8. Any wastewater with objectionable color not removed in the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions.
  9. Any wastewater having a temperature which will inhibit biological activity in the POTW treatment plant resulting in interference; but in no case shall wastewater effluent be discharged from any users into the sewer system at temperatures which exceed one hundred and fifty degrees Fahrenheit (150 F) (65 degrees Centigrade) or in no case shall heat be discharged from any user in such quantities that the influent temperature at the City's POTW will exceed one hundred and four degrees Fahrenheit (104 F) (40 degrees Centigrade).
  10. Any pollutants, including oxygen-demanding pollutants (BOD<sub>5</sub>, etc.) released in a discharge rate and/or pollutant concentration which will cause interference to the POTW.
  11. Any wastewater containing any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Environmental Compliance Specialist in compliance with applicable state and federal regulation.
  12. Any wastewater which causes a hazard to human life or creates a public nuisance.
  13. Any trucked or hauled waste unless authorized pursuant to Section 8-3A-12 of this article.
- B. Rulings of Environmental Compliance Specialist: When the Environmental Compliance Specialist determines that a user is contributing to the POTW, any of the above enumerated substances in such amounts as to interfere with the operation of the POTW, the Environmental Compliance Specialist shall:
1. Advise the user of the impact of the contribution of the POTW;

2. Require pretreatment to an acceptable condition for discharge to the sanitary sewer;
  3. Develop effluent limitations for such user to correct the interference with the POTW;
  4. Reject the waste; or
  5. Require control over the quantities and rates of discharge.
- C. Pretreatment Plans and Equipment: If the City permits the pretreatment or equalization of waste flows, the design and installation of the plans and equipment shall be subject to the review and approval of the City, and subject to the requirements of all applicable rules, ordinances, and laws.
- D. City Right to Establish Stringent Limits: The City reserves the right to establish by Ordinance more stringent limitations or requirements on discharges to the POTW system if deemed necessary to comply with the objectives of suitable treatment as defined in Section 8-3A-6 of this article. (1994 Code 34-67)

**Section 8-3A-9: GREASE, OIL AND SAND TRAPS AND INTERCEPTORS:**

Grease, oil and sand interceptors shall be provided when, in the opinion of the City, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, sand or other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the City, and shall be located as to be readily and easily accessible for cleaning and inspection. The frequency of cleaning required will be dependent upon loading, capacity of interceptors, and flow obstruction problems experienced at each facility historically. Therefore, the City shall have the authority to establish a minimum grease interceptor cleaning frequency as needed for each user. Materials removed from these interceptors shall be disposed of at designated approved locations.

- A. Traps and Interceptors Required: Traps and interceptors for oil, grease, sand and other substances harmful to the building drainage system, the public sewer or sewage treatment plant, or processes shall be provided as required in this section. Food waste grinders shall bypass the grease interceptors.
- B. Traps Not Required: A trap shall not be required for individual dwelling units or any private living quarters.
- C. Size, Type and Location Approved. The size, type and location of each trap or interceptor shall be of a type and capacity as defined in the current International Plumbing Code and shall be approved by the City. All interceptors shall be located so as to be readily and easily accessible for cleaning and inspection. Such interceptors shall be properly inspected following construction by the City and shall be maintained by the owner, at his expense, in continuously efficient operation at all times.
- D. Grease Traps: Grease traps shall conform to the Plumbing and Drainage Institute (PDI) G101 requirements and shall be installed in accordance with manufacturer's instructions. Refer to the 2000 International Plumbing

Code; Table 1003.3.4.1 "Capacity of Grease Traps".

- E. Grease Interceptors: A grease interceptor shall be installed in the waste line leading from sinks, drains or other fixtures in the following establishments: Restaurants, hotel kitchens, hospitals, school kitchens, factory kitchens, clubs, cafeterias, drive-ins, food processing establishments, and in any bar, lounge, private club or fountain where food is prepared or served, or where dishes, glasses, pots, pans or other kitchen wares are washed, or any other establishment where grease can be introduced into the drainage system in quantities that can effect line stoppage or hinder sewage disposal. The Environmental Compliance Specialist shall have the authority to require installation of a trap or interceptor in any establishment when, in his opinion, one is required based on evidence that the establishment is contributing grease into the City's sewer mains in quantities that could affect line stoppage or hinder sewage disposal.
- F. Oil Separators: An oil separator shall be installed in the drainage system of any establishment where, in the judgment of the Environmental Compliance Specialist, oils and other flammables can be introduced or admitted into the public sewer by accident or otherwise.
- G. Separators Required: At repair garages; gasoline stations with grease racks, grease pits or work racks; and at factories where oily liquid wastes are produced, separators shall be installed into which all oil-bearing or grease-bearing wastes shall be discharged before emptying in the building drainage system or other point of disposal.
- H. Separation of Liquids: A mixture of treated or untreated light and heavy liquids with various specific gravities shall be separated in an approved receptacle.
- I. Garages and Service Stations: Where automobiles are serviced, greased, repaired or washed or where gasoline is dispensed, separators shall be required. Parking garages in which servicing, repairing or washing is not conducted, and in which gasoline is not dispensed, shall not require a separator. Areas of commercial garages utilized only for storage of automobiles are not required to be drained through a separator.
- J. Sand Interceptors in Commercial Establishments: Sand and similar interceptors for heavy solids shall be designed and located so as to be provided with ready access for cleaning.
- K. Laundries: Commercial laundries shall be equipped with an interceptor with a wire basket or similar device, removable for cleaning that prevents passage into the drainage system of solids one-half inch (1/2") (12.7 mm) or larger in size, string, rags, buttons, or other materials detrimental to the public sewerage system.
- L. Bottling Establishments: Bottling plants shall discharge process wastes into an interceptor that will provide for the separation of broken glass or other solids before discharging into the drainage system.
- M. Slaughterhouses: Slaughtering room and dressing room drains shall be equipped with approved separators. The separator shall prevent the discharge into the drainage system of feathers, entrails and other materials that cause clogging.

- N. Right of Entry: The City and its agents shall have the right of entry, during usual business hours, to conduct a random inspection of traps, interceptor or separator.
- O. Grease Traps for Businesses, Approval: Any grease traps or interceptors for new or remodeled businesses shall be approved by the Code Administration Department and the Environmental Compliance Specialist prior to construction.
- P. Violation Suspected; Notice; Hearing:
1. When the City determines that there may be potential violation, a site visit will be conducted. Any user found to be in violation of this section should be served by the City with written notice stating the violation and providing five (5) days to respond to the violation. The offender shall, within the period of time stated in such notice, permanently cease all violations.
  2. After the violator's response has been received, a follow up site visit will be conducted to determine if the violation has been corrected.
  3. If the user fails to respond to the violation letter, an Administrative Hearing will be held and the user will be subject to administrative penalties at that time.
  4. In the event an establishment is cited with a second violation within six (6) months of the first, an administrative hearing will be held and the user will be subject to administrative penalties at that time.
  5. A third citation within six (6) months from the first violation will cause the City to immediately discontinue water service to the establishment for a period of not less than ten (10) days, during which time the offender shall correct the violation.
- Q. Civil or Criminal Litigation: Any person who shall continue any violation beyond the time limit provided for in Subsection P of this section shall be subject to specified civil or criminal litigation. Each day in which any such violation shall continue shall be deemed a separate offense. (1994 Code 34-74.1; amd. 2003 Code)

**Section 8-3A-10: CONTROL MANHOLES AND METERS:**

When required by the City, the owner of any property serviced by a building sewer carrying wastewater shall install a suitable control manhole together with such necessary meters and other appurtenances in the building to facilitate observation, sampling, and flow measurement. Such manholes, when required, shall be accessible and safely located and shall be constructed, in accordance with plans approved by the City. The manhole shall be installed by the owner at his expense, and shall be maintained by him so as to be safe and accessible at all times. (1994 Code 34-74.2)

**Section 8-3A-11: ACCIDENTAL DISCHARGES, SLUG LOAD OR UPSET:**

- A. Procedures for Providing Protection: Each user shall provide protection from accidental discharge of prohibited materials or other substances regulated by this article. Procedures to prevent adverse impact from

accidental discharges include: inspection and maintenance of storage areas, handling and transferring of materials, loading and unloading operations, control of plant site run-off, worker training, building of containment structures or equipment, measures for containing toxic organic solvents, and/or measures and equipment for emergency response.

1. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the owner or users own cost and expense.
  2. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the City for review, and shall be approved by the City before construction of the facility.
  3. A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees whom to call in the event of a dangerous discharge. Employers shall insure that all employees who may cause or suffer such a dangerous discharge to occur are advised of the emergency notification procedure.
  4. No user who contributes to the POTW shall be permitted to introduce pollutants into the system until accidental discharge procedures have been approved by the City. Review and approval of such plans and operating procedures shall not relieve the industrial user from the responsibility to modify the user's facility as necessary to meet the requirements of this article.
- B. Notify POTW of Incident; Reports: In the case of an accidental discharge or slug load or upset, it is the responsibility of the user to immediately telephone and notify the POTW of the incident including any discharge that violates a prohibited substance of the permit. The notification shall include location of the discharge, date and time thereof, the time within which compliance is expected to reoccur, type of pollutant, concentration and volume, and corrective actions to reduce, eliminate or prevent reoccurrence within twenty-four (24) hours of being aware of the upset.
1. Within five (5) days following an accidental discharge, the user shall submit to the Environmental Compliance Specialist a detailed written report describing the cause of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage or other liability which may be incurred as a result of damage to the POTW, fish kills, or any other damage to person or property; nor shall such notification relieve the user of any fines, civil penalties, or other liability which may be imposed by this article or other applicable law.
  2. The City of Enid shall evaluate, at least once every two (2) years, whether each Significant Industrial User (SIU) needs a plan to control slug discharges. The Slug Control Plan shall become a part of the significant industrial user's permit. If the City decides that a Slug Control Plan is needed, the plan shall contain, at a minimum, the following elements:
    - a. Description of discharge practices, including non-routine batch discharges; and

- b. Description of stored chemicals.
- c. Procedures for immediately notifying the POTW of any accidental or slug discharge. Such notification must also be given for any discharge, which would violate any of the prohibited discharges in Section 8-3A-8 of this article.
- d. Significant industrial users must notify the City immediately of any changes at their facility, not already addressed in their Slug Control Plan.
- e. Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading, operations, control of plant site run-off, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents), and/or measures and equipment for emergency response. (1994 Code 34-75)

**Section 8-3A-12: TRUCKED OR HAULED WASTEWATER:**

Trucked or hauled waste, including septic tank and industrial septage are not accepted unless the Public Utilities Director determines that the waste does not violate any requirements established or adopted by the City (e.g. local limits, etc.). (1994 Code 34-68)

**Section 8-3A-13: SPECIFIC LOCAL LIMITS:**

The following pollutant limits are established to protect against pass-through and interference at the POTW. In addition to all the aforementioned limitations contained in this Article, all indirect discharges to the POTW shall not exceed the following limits at any time. These limits, unlike categorical limits, which apply at the end of the process stream, apply at the discharge point to the sewer. The limits represent total concentrations for all applicable pollutants.

- 0.28 mg/l (T) Arsenic (AS)
- 0.13 mg/l (T) Cadmium (CD)
- 3.10 mg/l (T) Chromium (CR)
- 0.93 mg/l (T) Copper (CU)
- 0.62 mg/l (T) Lead (PB)
- 2.04 mg/l (T) Nickel (NI)
- 1.25 mg/l (T) Silver (AG)
- 1.19 mg/l (T) Zinc (ZN)
- 0.02 mg/l (T) Mercury (HG)
- 0.14 mg/l (T) Cyanide (CN)
- 60.1 mg/l (T) Phenols & Phenolic Compounds
- 200 mg/l (T) Oil & Grease (O&G)
- 5.5-11.0 pH
- 150°F Temperature

(T) = Total

(1994 Code 34-69)

**Section 8-3A-14: STATE REQUIREMENTS; CITY RIGHT TO REVISE:**



- A. Application of State Requirements: State requirements and limitations on discharges shall apply in any case where they are more stringent than federal requirements and limitations or those in this Article.
- B. City Right to Increase Restrictions: The City reserves the right to increase the restrictions on compounds covered by the federal categorical pretreatment standards, and to adopt more stringent limitations or requirements on discharges to the wastewater system, if the same are deemed necessary to comply with the objectives of suitable treatment as defined and set forth in this Article. (1994 Code 34-70)

**Section 8-3A-15: PRETREATMENT STANDARDS ADOPTED SOLELY BY CITY; HEARING:**

The City is hereby granted the authority to establish pretreatment and effluent discharge standards on its own initiative. In the event new discharge standards, solely initiated and adopted by the City, or revisions to existing City standards are considered, a public hearing shall be held before the Mayor and Board of Commissioners prior to the adoption thereof. Notice of such hearing shall be published at least fifteen (15) days prior to the hearing, in a legal publication of general circulation within the City. In addition, all known users and other interested parties affected by the proposed standards shall be mailed written notice of the public hearing. Comments and suggestions received at the public hearing shall be considered during the preparation of the City's final effluent discharge standards. (1994 Code 34-71)

**Section 8-3A-16: EXCESSIVE DISCHARGE:**

No user shall attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the local limits or federal categorical pretreatment standards. (1994 Code 34-72)

**Section 8-3A-17: MAINTENANCE OF PRETREATMENT FACILITIES:**

- A. Owner Responsibility: Where pretreatment or flow-equalizing facilities are provided for any wastewater, they shall be maintained continuously in satisfactory and effective operation by the owner at his expense.
- B. Bypass of Treatment Facilities:
  - 1. Bypass is prohibited unless it is unavoidable to prevent loss of life, personal injury or severe property damage or no feasible alternatives exist.
  - 2. The user may allow a bypass to occur which does not cause effluent limitations to be exceeded, but only if it is also for essential maintenance to ensure efficient operation.
  - 3. Notification of Bypass:
    - a. Anticipated Bypass: If the user knows in advance of the need for a bypass, it shall submit prior written notice, if possible, at least ten (10) days before the date of the bypass, to the City.
    - b. Unanticipated Bypass: The user shall submit oral notice to the City within twenty-four (24) hours and submit a written notice within five (5) days. This report shall specify:

- (1) A description of the bypass and its cause, including its duration, exact time and date; and
- (2) Whether the bypass has been corrected; and if the bypass is not corrected, the anticipated time it is expected to continue; and
- (3) The steps being taken or to be taken to reduce, eliminate and prevent a recurrence of the bypass. (1994 Code 34-73)

**Section 8-3A-18: MONITORING FACILITIES:**

- A. Placement of Facilities: The City shall require to be provided and operated at the user's own expense, monitoring facilities to allow inspection, sampling, and flow measurements of the building sewer and/or internal drainage system. The monitoring facility should normally be situated in the user's premises, but the City may, when such a location would be impractical or cause undue hardship on the user, allow the facility to be constructed in the public street or sidewalk area and located so that it will not be obstructed by landscaping or parked vehicles. The user shall be responsible for relocation of the facility, if necessary for street improvements or public utility construction, maintenance or repairs. The monitoring facility designed by the industrial user as the proper sampling site for regulated categorical or industrial processes will be approved by the City prior to the use of such facility.
- B. Sampling Manhole: There shall be ample room in or near such sampling manhole or facility to allow accurate sampling and preparation of samples for analysis. The facility sampling and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the user.
- C. Compliance with City Standards: Whether constructed on public or private property, the sampling and monitoring facilities shall be provided in accordance with the City's requirements and all applicable local construction standards and specifications. Construction shall be completed within ninety (90) days following written notification by the City.
- D. Excessive Pollutants Detected: In the event an excessive or shock load of pollutants are detected anywhere in the POTW or received at the POTW treatment plant, the City may require demand monitoring procedures in order to discover the source of such discharge into the POTW. "Demand monitoring" means the use of all necessary measures and equipment for the purpose of determining the users who have created, or contributed to, the harmful discharge of problem pollutants. When the user or users have been identified, the City shall have the authority to assess the cost of demand monitoring against the offending user. (1994 Code 34-74)

Article B: PRIVATE SEWAGE AND DISPOSAL SYSTEMS

**Sec. 8-3B-1: COMPLIANCE WITH REGULATIONS:**

Except as provided in this article, no person shall construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of wastewater. (1994 Code 34-76)

**Sec. 8-3B-2: INTERPRETATIONS:**

No provisions of this article shall be construed to interfere with any additional requirements that may be imposed by the health officer. (1994 Code 34-82)

**Sec. 8-3B-3: CONNECTION ALLOWED WHEN PUBLIC SEWER NOT AVAILABLE:**

Where a public sanitary sewer is not available under the provisions of Subsection 8-3A-5C of this chapter, the building sewer shall be connected to a private sewage disposal system complying with the provisions of this article. (1994 Code 34-77)

**Sec. 8-3B-4: CONSTRUCTION PERMIT:**

- A. Permit Required; Application: Before commencement of construction of a private sewage disposal system the owner shall first obtain a written permit from the building official. The application for such a permit shall be made on a form furnished by the building official, which the applicant shall supplement by any plans, specifications, and other information as are deemed necessary by the building official.
- B. Completion of Installation; Inspection: A permit for a private sewage disposal system shall not become effective until the installation is completed to the satisfaction of the building official. The building official shall be allowed to inspect the work at any stage of construction and, in any event, the applicant for the permit shall notify the building official when the work is ready for final inspection, and before any underground portions are covered. The inspection shall be made within twenty-four (24) hours of the receipt of notice given by the building official. (1994 Code 34-78)

**Sec. 8-3B-5: COMPLIANCE WITH STATE RECOMMENDATIONS; RESTRICTIONS:**

- A. Compliance: The type, capacities, location, and layout of a private sewage disposal system shall comply with all recommendations of the department of public health of the state.
- B. Wet Area: No permit shall be issued for any private sewage disposal system employing subsurface soil absorption facilities where the area of the lot is less than twenty-two thousand (22,000) square feet.
- C. Discharging to Certain Places Prohibited: No septic tank or cesspool shall be permitted to discharge to any natural outlet, or water of the state or sanitary sewer. (1994 Code 34-79)

**Sec. 8-3B-6: CONNECTION TO PUBLIC SANITARY SEWER WHEN AVAILABLE:**

- A. Connection to Public Sewer: At such time as a public sanitary sewer becomes available to a property by a private sewage disposal system, as provided in section 8-3A-5 of this Chapter, a direct connection shall be made to the public sanitary sewer in compliance with this division and any septic tanks, cesspools, and similar private sewage disposal facilities shall be abandoned and filled with suitable material.
- B. Time Line for Connection; Filling Private System: When a public sanitary sewer becomes available, the building sewer shall be connected to said sewer within ninety (90) days and the private disposal system shall be cleaned of sludge and filled with clean gravel or dirt. (1994 Code 34-80)

**Sec. 8-3B-7: MAINTENANCE OF PRIVATE FACILITIES:**

The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times, at no expense to the city. (1994 Code 34-81)

ARTICLE C: BUILDING SEWERS AND CONNECTIONS

**Sec. 8-3C-1: PERMIT REQUIREMENTS:**

- A. Permit Required; Classification: No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb any public sanitary sewer or appurtenance thereof without first obtaining a written permit from the city.
- B. Classes of Permits; Application:
  - 1. There shall be two (2) classes of building sewer permits:
    - (a) For service to categorical and Significant Industrial Users (SIU's); and
    - (b) Any other user.
  - 2. In either case, the owner or his agent shall make application on a special form furnished by the city. For any service to categorical or SIU's the permit application shall be submitted to the Environmental Compliance Specialist for review. The permit application shall be supplemented by any plans, specifications, or other information considered pertinent in the judgement of the city. (1994 Code 34-88)

**Sec. 8-3C-2: COSTS BORNE BY OWNER:**

All costs and expenses incident to the installation and connection of the building sewer shall be borne by the owner. The owner shall indemnify the city for any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer. (1994 Code 34-89)

**Sec. 8-3C-3: SEPARATE BUILDING SEWERS REQUIRED:**

A separate and independent building sewer shall be provided to every building; except where one building stands in the rear of another on an interior lot and no public sewer is available or can be constructed to the rear building through an

adjoining alley, court, yard, or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer. (1994 Code 34-90)

**Sec. 8-3C-4: USE OF OLD BUILDING SEWERS:**

Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the authorized city employees, to meet all requirements of this article. (1994 Code 34-91)

**Sec. 8-3C-5: BUILDING SEWERS BELOW BASEMENT FLOORS:**

Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sanitary sewer, wastewater carried by such building drain shall be lifted by an approved means and discharged to the building sewer. (1994 Code 34-92)

**Sec. 8-3C-6: SURFACE RUNOFF OR GROUND WATER RESTRICTED:**

No person shall make connection of roof downspout, exterior foundation drains, areaway drains, drains from commercial and industrial truck washes or commercial and industrial washracks, or other sources of surface runoff or groundwater to a building sewer or building drain which in turn is connected directly or indirectly to a public sanitary sewer. (1994 Code 34-93)

**Sec. 8-3C-7: COMPLIANCE WITH CODES; OTHER REGULATIONS:**

- A. Size; Alignment; Materials: The size, slope, alignment, materials of construction of a building sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing, and backfilling of the trench, shall all conform to the requirements of the building and plumbing codes or other applicable rules, and regulations of the city. In the absence of code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the ASTM and W.E.F. Manual of Practice No. 9 shall apply.
- B. Connection: The connection of the building sewer into the public sanitary sewer shall conform to the requirements of the building and plumbing codes or other applicable rules, and regulations of the city, or the procedures set forth in appropriate specifications of the ASTM and the W.E.F. Manual of Practice. No. 9. All such connections shall be made gas tight and watertight. Any deviation from the prescribed procedures and materials must be approved by the building official before installation. (1994 Code 34-94)

**Sec. 8-3C-8: CONNNECTION TO CITY'S SEWER; CITY'S SUPERVISION:**

The applicant for the building sewer permit shall notify the building official when the building sewer is ready for inspection and connection to the public sanitary sewer. The connection shall be made under the supervision of the building official or its representatives. (1994 Code 34-95)

**Sec. 8-3C-9: Excavations:**

All excavations for building sewer installation shall be adequately guarded with

barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the city. (1994 Code 34-96)

ARTICLE D: PRIVATE SECTOR INFLOW AND INFILTRATION:

**Sec. 8-3D-1: DEFINITIONS:**

The definitions set forth in this section shall be applicable to this division and shall not supersede, amend or alter other codes or enactments of the city.

Accessible: Capable of being reached without excavation.

Administration: The City of Enid Code Administration Division hereby designated as the department responsible for administering the provisions of this division.

Lessee: Any person, firm or corporation having the responsibility, pursuant to a written agreement with the owner, to maintain, repair or replace sanitary sewer lines and/or discharges which cause inflow and/or infiltration. (1994 Code 34-97.1)

**Sec. 8-3D-2: PROHIBITED CONNECTIONS:**

No person shall henceforth permit, make or allow any source of surface, storm or ground water to inflow and/or infiltrate into any structure or drain which is connected, either directly or indirectly, to the POTW, without regard to whether such connection was permitted to be made under any prior ordinance, rule, regulation or standard. Interior or exterior perimeter building foundation drains connected directly into a sanitary sewer may be exempt from the provisions of this division if the connect point is not accessible, as determined by the building official or Public Utilities Director. (1994 Code 34-97.2)

**Sec. 8-3D-3: DISCONNECT ORDER:**

The administration shall issue an order directing the owner or lessee of any real property and/or structure who is in violation of Section 8-3d-2 of this article to disconnect all structures or drains which discharge infiltration and/or inflow waters to a sanitary sewer. The order shall provide that such disconnection shall be accomplished within three (3) months after issuance of an order. Within thirty (30) days after receipt of the order, such owner or the lessee may request a

hearing before the building official and/or public utilities director (or designee) to review such order by filing a written request with the administration. The filing of such request shall act as a stay of the order. After such hearing, the building official and/or public utilities director (or designee) may affirm, set aside or modify such order; provided, however, the building official and/or public utilities director (or designee) shall have no authority to set aside or modify the order unless findings are made that no infiltration or inflow exists on such property. (1994 Code 34-97.3)

**Sec. 8-3D-4: ABATEMENT OF NUISANCE:**

In addition to criminal prosecution for a violation of this division, the city attorney may prosecute a civil action in the name of the city, for injunction or other relief seeking to abate and permanently enjoin the continuation of the discharge of infiltration and/or inflow waters into a sanitary sewer. (1994 Code 34-97.4)

**Sec. 8-3D-5: ACCESS AND ENTRY:**

Employees, agents or independent contractors (hereinafter "representative(s)") of the administration shall have the right to make an inspection of any real property and/or structure for the purpose of determining compliance with this division. Inspections shall be done at a reasonable hour of the day and may include smoke or dyewater testing of suspect sources, as well as television inspections of the sanitary sewer. (1994 Code 34-97.5)

**Sec. 8-3D-6: FINANCIAL ASSISTANCE:**

- A. Reimbursement for Actual Costs: Financial assistance in the form of reimbursement for the actual costs of eliminating private inflow and infiltration waters shall be provided to persons who receive and promptly comply with the disconnect order issued pursuant to Section 8-3D-3 of this article. The reimbursement shall be in the amount and subject to the terms and conditions set out in Section 8-3D-7 of this article.
- B. Community Development Block Grant Program: In addition, further assistance may be provided to those persons who cannot comply with the financial terms and conditions set out in Section 8-3D-7 of this article. Qualified persons who reside in targeted neighborhoods within the city may qualify for one hundred (100) percent of their actual costs to be paid by the community development block grant (CDBG) program. Persons who cannot qualify for CDBG assistance, nor comply with the financial terms and conditions set out in Section 8-3D-7 of this article, and who agree in writing to reimburse the city, shall be given up to twelve (12) months to reimburse the city for their fifty (50) percent share.
  1. Written Contract; Lien: A written contract shall be entered into between the city and the property owner providing for the reimbursement of fifty (50) percent of the actual costs of the work to the city from such owner in not to exceed twelve (12) equal monthly payments with a specified percent interest on the unpaid balance.
  2. The contract shall also provide that a lien shall exist on such real property until all amounts due hereunder are paid in full, and for the right to foreclose such lien, and that a copy of the contract may be filed of record with the county clerk of Garfield County with the costs of filing same borne by the city.



3. Payments: All payments shall be made at the office of the city clerk. Failure to make such payment or payments within twelve (12) months shall constitute a violation of this division and subject the owner to the penalties contained herein. (1994 Code 34-97.6)

**Sec. 8-3D-7: PROCEDURES FOR DISCONNECTIONS:**

- A. Disconnect Order: Upon confirmation that a infiltration or inflow source exists, the administration shall issue a disconnect order to the owner or lessee as provided by Section 8-3D-3 of this article.
- B. Compliance with Order: The owner or lessee shall immediately comply with the order by obtaining the services of a licensed plumbing contractor to perform all necessary work required.
- C. Competitive Bids Required: Prior to the commencement of any work, the owner or lessee shall first present to the building official, a minimum of three (3) competitive bids from licensed plumbers. The bids shall describe in sufficient detail, the methods and procedures by which the inflow and/or infiltration source will be eliminated or removed and the total cost for all labor and materials necessary to perform such work. The building official shall determine that the work proposed is the proper and most cost efficient means of eliminating the inflow and/or infiltration source.
- D. Reimbursement: The city shall reimburse the owner or lessee in an amount equal to fifty (50) percent of the total cost of eliminating the inflow and/or infiltration source, as stated on the lowest bid submitted. The building official may reject one or all bids if, in his opinion, the bid or bids are excessively high for the work proposed or for any other reason.
- E. Performance of Work: All work shall be performed in a good, proper, and workmanlike manner and shall be performed in compliance with adopted codes, ordinances and regulations of the city.
- F. Reinspect Premises: After completion of the work, the administration shall reinspect the premises to verify compliance with the disconnect order and also to confirm that there are no other infiltration and inflow sources on the property.
- G. Statement of Final Cost: It is the responsibility of the owner or lessee to submit a statement of final cost to the administration for work performed. In addition, a personally endorsed statement from the plumbing contractor shall be attached to the statement, verifying that the charges for the labor and material are true and correct.
- H. Acceptance Constituting Consent: Acceptance of any reimbursement shall constitute a consent by the owner accepting such payment to a reinspection of the premises by the administration at any reasonable time thereafter for the sole purpose of verifying the continued compliance with this division. Such inspections shall be performed only after proper timely notice has been given to the owner.
- I. Claims Subject to Review: Notwithstanding any provisions contained in this division, all claims for reimbursement shall be subject to the review and approval of the mayor and board of commissioners. (1994 Code 34-97.7)

**Sec. 8-3D-8: TERMINATION OF FINANCIAL ASSISTANCE:**

Financial assistance in the form of reimbursement for the cost of eliminating infiltration and/or inflow sources shall hereby cease on December 31, 1992. Thereinafter, any such disconnection or inflow and/or infiltration water flowing to the sanitary sewer systems, as required by this division, shall be made at the owner's expense. Failure to comply with any provision of this division shall be deemed an offense and shall subject the owner to the penalties prescribed for such offense. (1994 Code 34-97.8)

**Sec. 8-3D-9: DISCLAIMER OF LIABILITY:**

- A. Conditions: These regulations shall not be constructed or interpreted as imposing upon the city or its officials or employees:
  - 1. Any liability or responsibility for damage to any property;
  - 2. Any representation or warranty that any system, installation or portion thereof that is constructed or repaired under orders and inspections required by these regulations, will function properly; or
  - 3. That reimbursement of costs must be made by the mayor and board of commissioners.
  
- B. Service Inspections; Orders; Activities: All service inspections, orders, and activities performed by the city or its officials or employees pursuant to this division shall be considered and interpreted to be licensing and/or inspection powers and functions. (1994 Code 34-97.9)

ARTICLE E. CATEGORICAL USERS

**Section 8-3E-1: FEDERAL CATEGORICAL PRETREATMENT STANDARDS:**

If new federal categorical pretreatment standards are promulgated for a particular industrial subcategory and if they are more stringent than the local limitations, then the categorical standards shall immediately supersede the local limitations imposed in this chapter. (1994 Code 34-111)

**Section 8-3E-2: NOTICE OF NEW FEDERAL STANDARDS; APPEAL PROCEDURE:**

- A. Determination of Affected Users; Notice: In the event new, or revised, federal categorical pretreatment standards are mandated and promulgated by EPA, the Environmental Compliance Specialist will analyze such standards and determine which users are affected thereby. After the Environmental Compliance Specialist makes such determination, the affected users shall be notified in writing of the applicable reporting requirements under 40 CFR, Section 403.12.
- B. Contesting Determination:
  - 1. After receipt of the notice mentioned in subsection A, any user may contest the determination of the Environmental Compliance Specialist by addressing a letter of protest to the Environmental Compliance Specialist within ten (10) days from the date such notice is received.
  - 2. The Environmental Compliance Specialist, after receipt of the protest shall review the new standards and respond, in writing, to the protest within thirty (30) calendar days from the receipt of protest.
  - 3. If, after the completion of this review, the Environmental

Compliance Specialist issues a determination that the new or revised pretreatment standards are applicable to the protesting user, any additional protest must be submitted to the Oklahoma Department of Environmental Quality. (1994 Code 34-112)

**Section 8-3E-3: MODIFICATION OF STANDARDS:**

The City may modify pollutant discharge limits in the federal pretreatment standards if the requirements contained in 40 CFR, Part 403.7, are fulfilled and prior approval from the ODEQ or EPA is obtained. (1994 Code 34-113)

**Section 8-3E-4: COMPLIANCE DATE REPORT:**

Within ninety (90) days following the date for final compliance with applicable pretreatment standards or, in the case of a new source, following commencement of the introduction of wastewater into the POTW, any user subject to pretreatment standards and requirements shall submit to the Environmental Compliance Specialist a report indicating the nature and concentration of all pollutants in the discharge from the regulated process which are limited by pretreatment standards and requirements and the average and maximum daily flow for these process units in the user's facility which are limited by such pretreatment standards or requirements. The report shall state whether the applicable pretreatment standards or requirements are being met on a consistent basis and, if not, what additional Operation and Maintenance (O&M) and/or pretreatment is necessary to bring the user into compliance with the applicable pretreatment standards or requirements. This statement shall be signed by an authorized representative of the industrial user. (1994 Code 34-114)

**Section 8-3E-5: PERIODIC COMPLIANCE REPORTS:**

The Environmental Compliance Specialist may impose mass limitations on users which are using dilution to meet applicable pretreatment standards or requirements, or in other cases where the imposition of mass or concentration limitations are appropriate. In such cases, the report shall indicate the mass pollutants regulated by pretreatment standards in the effluent of the user. These reports shall contain the results of sampling and analysis of the discharge, including the flow and the nature and concentration, or long term production rates and mass, where requested by the Environmental Compliance Specialist, of pollutants contained therein, which are limited by the applicable pretreatment standard. For all other users subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production (or other measures of operation), this report shall include the user's actual production during the appropriate sampling period. The frequency of monitoring shall be prescribed in the applicable pretreatment standard. (1994 Code 34-115)

**Section 8-3E-6: SAMPLING FROM CATEGORICAL INDUSTRIAL USERS:**

All samples from significant categorical industrial users shall be taken immediately downstream from their pretreatment facilities or immediately downstream from the regulated process if no pretreatment exists. The samples shall be taken before the effluent joins or is diluted by any other waste stream, body of water or substance. If other wastewaters are mixed with the regulated wastewater prior to pretreatment, and cannot be separated, the user should measure the flows and concentrations necessary to allow use of the combined wastestream formula in order to evaluate compliance with the pretreatment standards. Monitoring points shall not be changed without notification to, and the approval of, the Environmental Compliance Specialist. All pretreatment

equipment must be routinely inspected and maintained to ensure compliance. (1994 Code 34-116)

**Section 8-3E-7: PRETREATMENT:**

- A. User Responsibility for Compliance: Users shall provide and operate at all times necessary wastewater treatment as required to comply with this article and shall achieve compliance with all federal categorical pretreatment standards within the time limitations as specified by the federal pretreatment regulations. Any facilities required to pretreat wastewater to a level acceptable to the City shall be provided, operated, and maintained at the user's expense. The categorical industrial user shall control production of all discharges, to the extent necessary to maintain compliance with categorical pretreatment standards upon reduction, loss or failure of its treatment facility, until the facility is restored or an alternative method of treatment is provided. Proper operation and maintenance includes, but is not limited to, adequate laboratory controls, effective performance, adequate operator staffing and training, and quality assurance procedures. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the City for review, and shall be acceptable to the City before construction of the facility.
- B. Modifications Acceptable to City: The review of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the City under the provisions of this article. Any subsequent change in the pretreatment facilities or method of operation shall be reported to and be approved by the City prior to the user's initiation of the changes.
- C. Availability of Records: All records relating to compliance with pretreatment standards shall be made available to the City, ODEQ or the EPA upon request. (1994 Code 34-117)

**Section 8-3E-8: NET/GROSS CALCULATIONS:**

Categorical pretreatment standards may be adjusted to reflect the presence of pollutants in the industrial user's intake water. The industrial user must demonstrate that categorical pretreatment standard would be met in the absence of pollutants in the intake water. Upon request of the user the applicable standard will be calculated on a "net" basis (i.e. adjusted to reflect credit for pollutants in the intake water) by the City. (1994 Code 34-118)

**Section 8-3E-9: COMBINED WASTESTREAM FORMULA:**

Where process effluent is mixed prior to treatment with wastewaters other than that generated by the regulated process, fixed alternative discharge limits may be derived by the City, or by the industrial user with the written concurrence of the City. These alternative limits shall be applied to the mixed effluent. When deriving alternative categorical limits, the City or industrial user shall calculate both an alternative daily maximum value using the daily maximum value(s) specified in the appropriate categorical pretreatment standards and an alternative consecutive sampling day average value using the monthly average value(s) specified in the appropriate categorical pretreatment standards.

- A. Alternative Limits Below Detection Limit: An alternative pretreatment limit may not be used if the alternative limit is below the analytical detection limit for any of the regulated pollutants.

- B. Monitoring: Where a treated regulated process wastestream is combined prior to treatment with wastestreams other than those generated by the regulated process, the industrial user may monitor either the segregated process wastestream or the combined wastestream for the purpose of determining compliance with applicable pretreatment standards. If the industrial user chooses to monitor the segregated process wastestream, it shall apply the applicable categorical pretreatment standards. If the user chooses to monitor the combined wastestream, it shall apply an alternative discharge limit calculated using the combined wastestream formula. The industrial user may change monitoring points only after receiving approval from the City. The City shall ensure that any change in an industrial user's monitoring point(s) will not allow the user to substitute dilution for adequate treatment to achieve compliance with applicable standards. (1994 Code 34-119)

#### ARTICLE F. WASTEWATER DISCHARGE PERMITS

##### **Section 8-3F-1: WASTEWATER SURVEY:**

- A. Submit Wastewater Information Upon Request: When requested by the Environmental Compliance Specialist all industrial users must submit information on the nature and characteristics of their wastewater by completing a wastewater survey. The Environmental Compliance Specialist is authorized to prepare a form for this purpose and may periodically require industrial users to update the survey (at least every five (5) years).
- B. Failure to Return Survey: Any industrial user who is required to complete a wastewater survey and fails to return such survey to the City within thirty (30) days of receipt or any other such inaction shall be deemed a violation and may subject such industrial user to water supply severance. (1994 Code 34-120)

##### **Section 8-3F-2: NEW SOURCES:**

New sources must install, have in operating condition, and "start up" all pollution control equipment required to meet applicable pretreatment standards prior to discharge. Within the shortest feasible time (not to exceed ninety (90) days), new sources must achieve compliance with all applicable pretreatment standards. (1994 Code 34-121)

##### **Section 8-3F-3: PERMIT REQUIREMENTS:**

- A. Permit Required: It shall be unlawful for any significant industrial user to discharge any wastewater to any natural outlet within the City, and/or to the POTW without a Wastewater Discharge Permit, except as authorized by

the Environmental Compliance Specialist in accordance with the provisions of this article.

B. Scope of Permit: All significant industrial users proposing to connect to, or to contribute to, the POTW governed by the National Categorical Standards or all significant noncategorical industrial users shall obtain a Wastewater Discharge Permit before connecting to, or contributing to, the POTW. All existing significant industrial users connected to, or contributing to, the POTW governed by the National Categorical Standards or all significant noncategorical industrial users shall obtain a Wastewater Discharge Permit within thirty (30) days of the effective date hereof. Any existing significant industrial user or a new significant industrial user who does not apply for a Wastewater Discharge Permit or whose Wastewater Discharge Permit has been revoked pursuant to the provisions of the Division shall be disconnected from the POTW.

C. Application for Permit:

1. Users required to obtain a Wastewater Discharge Permit shall complete and file with the Environmental Compliance Specialist an application in the form prescribed by the City. The Environmental Compliance Specialist shall maintain a copy of all permit applications in accordance with EPA guidelines. Existing users shall apply for a Wastewater Discharge Permit within thirty (30) days of the effective date of this article and proposed new users required to obtain a Wastewater Discharge Permit shall apply (90) ninety days prior to connecting to or discharging to the POTW. In support of the application, the user shall submit, in units and terms appropriate for evaluation, the following information:

- a. Name, address, and location (if different from address);
- b. Standard Industrial Classification (SIC) number according to the Standard Industrial Classification Manual, Bureau of the Budget, 1987, as amended;
- c. Wastewater constituents and characteristics including, but not limited to, those mentioned in Section 8-3A-13 of this Chapter as determined by a reliable analytical laboratory; sampling and analysis shall be performed in accordance with procedures established by the EPA pursuant to Section 304(g) of the Clean Water Act and contained in 40 CFR, Section 136, as amended;
- d. Time and duration of contribution;
- e. Average daily and three (3) minute peak wastewater flow rates, including daily, monthly and seasonal variations if any;
- f. Site plans, floor plans, mechanical and plumbing plans and details to show all sewers, sewer connections, and appurtenances by the size, location and elevation;
- g. Description of activities, facilities and plant processes on the premises including all materials, which are or could be discharged;
- h. Where known, the nature and concentration of any pollutants in the discharge which are limited by the City, State or Federal

pretreatment standards, and a statement regarding whether or not the pretreatment standards are being met on a consistent basis and if not, whether additional Operation and Maintenance (O&M) and/or additional pretreatment is required for the user to meet applicable pretreatment standards;

- i. Each product produced by type, amount, process or processes and rate of production;
  - j. Type and amount of raw materials processed (daily average and maximum per day);
  - k. Number and type of employees, and hours of operation of the plant and proposed or actual hours of operation of the pretreatment system; and
  - l. Any other information as may be deemed necessary by the Environmental Compliance Specialist to evaluate the permit application.
2. The Environmental Compliance Specialist will evaluate the data furnished by the user and may require additional information. After evaluation and acceptance of the data furnished, the Environmental Compliance Specialist may issue a Wastewater Discharge Permit subject to terms and conditions provided herein.
- D. Modifications: Within nine (9) months of the promulgation of a National Categorical Pretreatment Standard, the Wastewater Discharge Permit of users subject to such standards shall be revised to require compliance with such standards within the time frame prescribed by such standard. Where a user, subject to National Categorical Pretreatment Standards, has not previously submitted an application for a Wastewater Discharge Permit as required by subsection C of this section, the user shall apply for a Wastewater Discharge Permit within one hundred eighty (180) days after the promulgation of the applicable National Categorical Pretreatment Standard. In addition, the user with an existing Wastewater Discharge Permit shall submit to the Environmental Compliance Specialist within one hundred eighty (180) days after the promulgation of the applicable Federal Categorical Pretreatment Standard the information required by subsection C of this section.
- E. Permit Nontransferable: Wastewater Discharge Permits are issued to a specific user for a specific operation. A Wastewater Discharge Permit shall not be reassigned or transferred or sold to a new owner, new user, different premises, or a new or changed operation. (1994 Code 34-122.1, 34-122.2, 34-122.3, 34-122.4, 34-122.5)

**Section 8-3F-4: EVALUATION; PERMIT DURATION AND CONDITIONS:**

- A. Evaluation of Data: The Environmental Compliance Specialist will evaluate the data furnished by the user and may require additional information. After evaluation and acceptance of the data furnished, the Environmental Compliance Specialist may issue a Wastewater Discharge Permit subject to terms and conditions provided herein.
- B. Permit Duration: Permits shall be issued for a specified time period not to exceed five (5) years. A permit may be issued for a period of less than five (5) years or may be stated to expire on a specific date. The



user shall apply for permit reissuance a minimum of sixty (60) days prior to the expiration of the user's existing permit. The terms and conditions of the permit may be subject to modification by the Environmental Compliance Specialist during the term of the permit as limitations and requirements as identified in this article are modified or if other just cause exists. The categorical or noncategorical significant industrial user shall be informed by certified mail of any proposed changes in his permit at least ten (10) days prior to the effective date of change. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance. Upon determination by the Environmental Compliance Specialist that a user's contribution to the POTW has changed or increased, the Superintendent or Environmental Compliance Specialist may require the user to reapply for a permit to amend the user's existing permit.

- C. Permit Conditions: Wastewater Discharge Permits shall be expressly subject to all provisions of this article and all other applicable Ordinances, user charges and fees established by the City. Permits shall contain the following:
1. Wastewater Discharge Permits shall be issued for a period of time not to exceed five (5) years in duration;
  2. Limits on the average and maximum wastewater constituents and characteristics based upon applicable general pretreatment standards in 40 CFR Part 403, categorical pretreatment standards, or local standards;
  3. Limits on the average and maximum rate and time of discharge or requirements for flow or regulations and equalization;
  4. Requirements for installation and maintenance of inspection and sampling facilities;
  5. Specifications for self-monitoring programs based upon applicable general and/or categorical pretreatment standards in 40 CFR Part 403, local limits and state law which may include sampling locations, frequency of sampling, number of samples to obtain, types of pollutants to be monitored and standards for tests and reporting schedules, and notification and record keeping requirements;
  6. Compliance schedules;
  7. Requirements for submission of technical reports or discharge reports (see, Section 8-3G-1 of this chapter);
  8. Requirements for maintaining and retaining plant records relating to wastewater discharge as specified by the Environmental Compliance Specialist, and affording the Environmental Compliance Specialist access thereto;
  9. Requirements for notification to the Superintendent or Environmental Compliance Specialist and the City of any new introduction of wastewater constituents or any substantial change in the volume or character of the wastewater constituents being introduced into the POTW;
  10. Requirements for notification of slug discharges;

11. Upon changes or increases in discharge, as determined by the Environmental Compliance Specialist, the user may be required to reapply or amend its permit;
12. Other conditions as deemed appropriate by the Superintendent or Environmental Compliance Specialist to ensure compliance with this article;
13. Statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements and any applicable compliance Schedules. Such schedules may not extend the compliance date beyond applicable federal guidelines;
14. If Slug Control Plans are required they must be included in the SIU slug control mechanism (permit).
15. A statement that the wastewater discharge permit is non-transferable.(1994 Code 34-123.1, 34-123.2, 34-123.3)

**Section 8-3F-5: REPORTS AND INFORMATION; NOTICE REQUIREMENTS**

- A. Signatory Requirements: All applications, reports, or information submitted to the City must contain the following certification statement and be signed as provided in subsections A1 or A2 of this section:

*I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.*

1. By a responsible corporate officer if the industry is a corporation or by a general partner or proprietor if the industry is a partnership or a sole proprietorship.
2. By a duly authorized representative of the individual designated above; and
  - a. The authorization is made in writing by the individual designated above; and
  - b. The authorization specifies either an individual or a position having responsibility for the overall operation of the facility from which the industrial discharge originates, such as a position having overall responsibility for environmental matters; and
  - c. The written authorization is submitted to the City.
3. If an authorization under subsection A2b 2 of this section is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, or overall responsibility for the environmental matters for the company, a new authorization satisfying the requirements of subsection A2b of this section must be

submitted to the City prior to or together with any reports to be signed by an authorized representative.

4. All applications, correspondence, reports, and self-monitoring reports may be signed by a duly authorized representative of the person described above.
  5. Any change in signatures shall be submitted to the City in writing within thirty (30) days after the change.
  6. Photostatic copies of signatures will not be accepted as valid.
- B. Baseline Monitoring Report (BMR): New sources and existing sources that become categorical industrial users subsequent to the promulgation of an applicable pretreatment standard, or other industrial users as deemed applicable by the Public Utilities Director shall be required by the City to submit a BMR (Baseline Monitoring Report) at least ninety (90) days prior to discharge. This report shall contain the following information: 1) identifying information (name and address of facility including name and operators or owners); 2) permits (list of environmental control permits held by the facility); 3) a description of the operations of the facility; 4) flow measurements for average and maximum daily flow in gallons per day for regulated process streams and other streams as may be necessary; and 5) measurement of pollutants. New sources may provide estimated rates on production, flow or presence of regulated and quantity of pollutants.
- C. Compliance Date Report: Within ninety (90) days following the date for final compliance with applicable pretreatment standards or, in the case of a new source, following commencement of the introduction of wastewater into the POTW, any user subject to pretreatment standards and requirements shall submit to the Environmental Compliance Specialist a report indicating the nature and concentration of all pollutants in the discharge from the regulated process which are limited by pretreatment standards and requirements and the average and maximum daily flow for these process units in the user's facility which are limited by such pretreatment standards or requirements. The report shall state whether the applicable pretreatment standards or requirements are being met on a consistent basis and, if not, what additional Operation and maintenance (O&M) and/or pretreatment is necessary to bring the user into compliance with the applicable pretreatment standards or requirements. This statement shall be signed by an authorized representative of the industrial user, and certified by a qualified professional.
- D. Report of Changed Conditions: Industrial users shall give notice to the City ninety (90) days prior to any significant facility expansion, production increase, or process modifications which result in new or substantially increased or reduced discharges (of 10% or greater) or a change in the nature of the discharge or the increased or decreased concentrations of pollutants to the POTW.
1. No industrial user shall implement the planned changed condition(s) until and unless the Environmental Compliance Specialist has responded to the industrial user's notice.
  2. For purposes of this requirement, flow increases of ten percent (10%) or greater, and the discharge of any previously unreported pollutants, shall be deemed significant.

E. User Give Notice of Changes: Any new source or any existing user, whose discharges are subject to federal categorical pretreatment standards, or any significant noncategorical industrial user, shall notify the Environmental Compliance Specialist of any of the following changes of condition, within thirty (30) days prior to the occurrence of such changes, the same being as follows:

1. Transfer of ownership;
2. Change of product line;
3. Alterations of discharge volume, flow rate, character, chemical composition, etc.;
4. Facility expansion; or
5. Production increase.

F. Hazardous Waste Notification:

1. The industrial user shall notify the POTW, the EPA Regional Waste Management Division Director, and ODEQ hazardous waste authorities in writing of any discharge into the POTW of a substance, which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261.
2. The contacts are: EPA Region VI, Director, Hazardous Waste Management Division, 1445 Ross Avenue, Suite 1200, Dallas, Tex., 75202; and the Oklahoma Department of Environmental Quality, Hazardous Waste Management Division, P.O. Box 1677, Oklahoma City, OK 73101-1677.
3. Such notification must include the name of the hazardous waste, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the industrial user discharges more than one hundred (100) kilograms of such waste per calendar month to the POTW, the notification shall also contain: an identification of the hazardous constituents contained in the wastes, an estimate of the mass and concentration of such constituents in the wastestream discharge during the calendar month, and an estimation of the mass of constituents in the wastestream expected to be discharged during the following twelve (12) months. All notifications must take place within one hundred eighty (180) days of the effective date of this rule. Any notification needs to be submitted only once for each hazardous waste discharged.
4. Dischargers are exempt from the requirement during a calendar month in which they discharge no more than fifteen (15) kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e). Discharge of more than fifteen (15) kilograms of non-acute hazardous waste as specified in 40 CFR 261.30(d) and 261.33(e), requires a one-time notification.
5. In the case of any new regulations under Section 3001 of the Resource Conservation and Recovery Act (RCRA) listing any additional substances as hazardous wastes, the industrial user must notify the POTW, the EPA Regional Waste Management Waste Division Director, and state hazardous waste authorities of the discharge of such

substances within ninety (90) days of the effective date of such regulation.

6. In case of notification to the POTW, the industrial user shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical. (1994 Code 34-124.1, 34-124.2, 34-124.3, 34-124.4, 34-124.5, 34-124.6)

#### ARTICLE G. REPORTING REQUIREMENTS

##### **Section 8-3G-1: PERIODIC COMPLIANCE REPORTS:**

###### A. Time of Reporting, Basis for Reporting:

1. Any significant categorical industrial user subject to a pretreatment standard, after the compliance date of such pretreatment standard, or in the case of a new source, after the commencement of the discharge into the POTW, or any significant non-categorical industrial user, shall submit to the Environmental Compliance Specialist, during the months of June and December or July and January, depending upon the requirements as specified in the industrial user permits unless the reports are required more frequently in the pretreatment or local standards or by order of the Environmental Compliance Specialist, the report shall indicate the nature and concentration of pollutants in the effluent which are limited by such pretreatment or local standards.
2. These reports shall be based on appropriate sampling and analysis performed in the period covered by the report in which data is representative of the volume and nature of discharge occurring during the reporting period, and performed in accordance with the techniques described in 40 CFR Part 136 and amendments thereto.
3. If the industrial user monitors any pollutants more frequently than

required by the City, the results of this monitoring shall be included in this report if this monitoring data conforms to 40 CFR Part 136. The results of such monitoring shall be included in any calculations of actual daily maximum or monthly average pollutants discharged, and the results shall be reported in the semi-annual report submitted to the City. In addition, this report shall include a record of all average and maximum daily flows during the reporting period.

4. At the discretion of the Environmental Compliance Specialist, and in consideration of such factors as local high or low flow rates, holidays, budget cycles, or similar variables, the Environmental Compliance Specialist may agree to alter the months during which the above reports are to be submitted.
  5. If the industrial user wastewater analysis indicates a violation has occurred, the user must inform the City within twenty-four (24) hours; repeat the sampling and pollutant analysis and submit in writing to the City the results of the second analysis within thirty (30) days of violation awareness. At a minimum, the results of this second analysis shall be submitted in writing to the City within five (5) days of receiving the results from the contract laboratory.
- B. Sampling and Analytical Procedures: In the event 40 CFR Part 136 does not include a sampling or analytical technique for the pollutant in question, sampling and analysis shall be performed in accordance with the procedures set forth in the EPA publication, "Sampling and Analysis Procedures for Screening of Industrial Effluents for Priority Pollutants, April 1977," and amendments thereto, or with any other sampling and analytical procedures approved by the Administrator of EPA.
- C. Failure to Report; Written Warnings Issued:
1. In the event a periodic compliance report provided for in this section is not filed with the City on its due date, the Environmental Compliance Specialist shall issue a maximum of three (3) written warnings to the user who fails to comply with this provision.
  2. These warnings shall be issued at five (5) day intervals, with the first warning given five (5) days after the original due date of such report. If a user does not respond to the warning, or in the event the user wholly fails to file a report, the Environmental Compliance Specialist shall take the appropriate enforcement response. (1994 Code 34-125)

**Section 8-3G-2: ANALYSIS OF WASTEWATER:**

A. Sampling Control Manhole:

1. All measurements, tests, and analyses of the characteristics of wastewater to which reference is made in this article shall be determined in accordance with 40 CFR Part 136 entitled "Guidelines Establishing Test Procedures for the Analysis of Pollutants" 1991, or amendments thereto and shall be determined at the control manhole provided, or upon suitable samples taken at said control manhole in the event that no special manhole has been required. The control manhole shall be considered to be the nearest downstream manhole in

the public sewer to the point at which the building sewer is connected.

2. Sampling, shall be carried out by customarily accepted methods to reflect the effect of constituents upon the sewage works and to determine the existence of hazards to life, limb, and property. (The particular analyses involved will determine whether a twenty-four (24) hour composite of all outfalls of the premises are appropriate or whether a grab sample or samples should be taken.)
- B. Documentation; Shipment to Laboratory: Chain-of-custody documentation will be completed, bottles will be labeled and marked, and the samples will be iced, if necessary, prior to shipment to the contract laboratory. The proper type of container and preservative will be used depending upon the parameter sampled, per 40 CFR Part 136.
- C. Contents of Records: Records of sampling and analyses shall include:
1. The date, exact place, time, and type of sampling or measurements, and sample preservation techniques or procedures;
  2. The individuals(s) who obtained the sampling or field measurements;
  3. Chain-of-custody documentation; and
  4. Samples shipped at four degrees Celsius 4°C or thirty-nine degrees Fahrenheit 39°F.
- D. Flow Proportional Sampling: Significant Industrial Users (SIUs) are required to use twenty-four (24) hour flow-proportional composite sampling where feasible. Where flow-proportional sampling is not feasible (as determined by the City and specified in the individual user permits), time-proportional samples are preferred. When time-proportional samples are collected to make a composite sample, at least one (1) sample will be collected every thirty (30) minutes (or as often as the City determines is necessary) during the sampling period. When neither flow-proportional nor time-proportional sampling is possible, grab samples may be used to make a composite. At least one (1) sample will be collected one and one-half (1 1/2) hours apart, four (4) times a day when grab samples are used for composting. Samples will be collected during a normal operating period.
- E. Grab Samples: Grab samples are also collected when required by the pollutant obtained. There are six (6) named pollutants for which grab sampling is required. The pollutants are: pH, total cyanide, total phenol, total oil and grease, sulfide, and volatile organics. When grab samples are collected, a minimum of one (1) sample will be taken for each pollutant during the operating day.
- F. Minimum Sampling Requirements: When Significant Industrial Users (SIUs) are required to collect wastewater samples by the City, these facilities shall obtain, at least semi-annually, one (1) twenty-four (24) hour flow-proportional composite or one (1) time-proportional sample for the indicated pollutants, depending upon the parameter, to comply with minimum sampling requirements. (1994 Code 34-126)

**Section 8-3G-3: SELF-MONITORING VERSUS CITY MONITORING:**

Self-monitoring sampling and analysis for the industrial user may be performed by

the City. If the City collects all the information required for the self-monitoring report, including flow data, the industrial user will not be required to submit the self-monitoring report. (1994 Code 34-127) There are six (6) named pollutants for which grab sampling is required. The pollutants are: pH, total cyanide, total phenol, total oil and grease, sulfide, and volatile organics. When grab samples are collected, a minimum of one (1) sample will be taken for each pollutant during the operating day. For all other compounds, 24-hr proportional to flow composites are required unless time composite sampling or grab sampling is authorized by the Control Authority. When time or grab sampling is authorized the samples must be representative of the discharge.

**Section 8-3G-4: RETENTION OF RECORDS:**

A. Period of Retention:

1. The user shall retain records of all facility monitoring/maintenance information, copies of all reports required, and records of all data for a period of at least three (3) years from the date of the sample, measurement, report or application.
2. This period may be extended by request of the City at any time.

B. Enforcement Response or Litigation Activities: All records that pertain to matters that are the subject of Consent Orders or any other enforcement response or litigation activities brought by the City shall be retained and preserved by the user until all enforcement activities have concluded and all periods of limitations with respect to any and all appeals have expired.

C. Records Required: The following records shall be contained in the periodic compliance report or in the Chain-of-Custody documentation provided by the industrial user:

1. The date(s) and times analyses were performed for each parameter;
2. The individual(s) initials who performed the analyses;
3. The analytical techniques or methods used;
4. Results received from blank, duplicate, percent recovery and spike samples;
5. Name of chief chemist responsible for analyses;
6. Oklahoma Department of Environmental Quality certification number, or any other agency named to take over the responsibilities of overseeing commercial laboratories; and
7. The results of such analyses. (1994 Code 34-128)

**Section 8-3G-5 CONFIDENTIAL INFORMATION:**

A. Certain Information Open to Public: Information and data on a user obtained from reports, questionnaires, permit applications, permit and monitoring programs and from inspections shall be available to the public or other governmental agency, including the EPA, without restriction unless the user specifically requests and is able to demonstrate to the satisfaction of the City that the release of such information would



divulge information, processes or methods of production entitled to protection as trade secrets of the user.

- B. **Certain Information Confidential:** When requested by the person furnishing the report, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be made available upon written request to governmental agencies for uses related to this article, the National Pollution Discharge Elimination System (NPDES) permit, state disposal permit and/or the pretreatment program; provided, however, that such portions of a report shall be available for use by the state agency in judicial review of enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics will not be recognized as confidential information.
- C. **Notice to User:** Information accepted by the City as confidential shall not be transmitted to any governmental agency or to the general public by the City until and unless a ten (10) day notification is given to the user by certified mail. (1994 Code 34-129)

**Section 8-3G-6: INDUSTRIAL USERS IN SIGNIFICANT NON-COMPLIANCE:**

- A. **Publication of List:** The City shall annually publish in the *Enid News & Eagle* newspaper a list of significant industrial user's (SIU's) which, at any time during the previous five (5) quarters were in significant noncompliance with applicable pretreatment requirements or standards.
- B. **Criteria Determining Noncompliance:** For the purpose of this provision, a significant industrial user (SIU) is in significant noncompliance if its violation meets one or more of the following criteria:
  - 1. "Chronic violations of wastewater discharge limits", defined here as those in which sixty-six percent (66%) or more of all of the measurements taken during a six (6) month period exceed (by any magnitude) the daily maximum limit or the long-term average limit for the same pollutant parameter;
  - 2. "Technical Review Criteria (TRC) violations", defined here as those in which thirty-three percent (33%) or more of all of the measurements for each pollutant parameter taken during a six-month (6) period that is equal to or exceeds the product or the daily maximum limit or the average limit multiplied by the applicable TRC (1.4 times the limit for BOD<sub>5</sub>, TSS, fat and O&G and 1.2 times the limit for all other pollutants except pH);
  - 3. Any other violation of a pretreatment effluent limit (daily maximum or long-term average) that the City determines has proximately caused, alone or in combination with other discharges, interference or pass-through (including endangering the health of POTW personnel or the general public);
  - 4. Any discharge of a pollutant that has caused imminent endangerment to human health, welfare, or to the environment or has resulted in the POTW's exercise of its emergency authority to halt or prevent such a discharge;
  - 5. Failure to meet, within ninety (90) days after the scheduled date, a Compliance Schedule milestone contained in the permit or enforcement

order for starting construction, completing construction, or attaining final compliance;

6. Failure to provide within forty-five (45) days after the due date, required reports such as baseline monitoring reports, 90-day compliance reports, periodic self-monitoring reports, and compliance schedule milestone reports;
  7. Failure to accurately report noncompliance; and
  8. Any other violation or group of violations that the City determines will adversely affect the operations or implementation of the local pretreatment program.
- C. Notice Summarize Enforcement Actions: The notification shall also summarize any enforcement actions taken against significant industrial users during the same five (5) quarters.
- D. Records Available to Officials: All records relating to compliance with pretreatment standards shall be made available to officials of the EPA or ODEQ upon request. (1994 Code 34-130)

ARTICLE H. COMPLIANCE MONITORING; ENFORCEMENT AND PENALTIES:

**Section 8-3H-1: ENVIRONMENTAL ENFORCEMENT BOARD:**

A. Membership:

1. The Environmental Enforcement Board will consist of the following persons:
  - a. The Enid Code Administrator;
  - b. The Director of Engineering Services;
  - c. Two (2) representatives from among the significant industrial users; and
  - d. A resident member.
2. The Chairman of the Board will be the Director of Engineering Services.
3. Each significant industrial user may designate a representative to

serve on the board on a rotation basis. The representatives will be placed on a rotation list and two (2) industrial representatives will be called to serve for each hearing. If the representative's industry is before the board when its representative is called, that representative will be skipped and the next industrial representative will be called to serve. The rotation list will be kept by the Chairman of the Board, and the Chairman will be in charge of developing the rotation system.

4. A resident member is to be appointed by the Mayor and Board of Commissioners after the City Clerk has advertised for residents of the City to apply if they are interested in serving on the Environmental Enforcement Board. The qualifications for the resident member are that they reside within the City limits and have an interest in environmental matters, and are not an employee or principal of a significant industrial user. The terms for the resident member is three (3) years, and said member serves at the pleasure of the Mayor and Board of Commissioners.
- B. Meetings: The Board shall meet as required upon receiving notice of appeal. Reasonable notice of the place, time and date of such meeting shall be given to all members of the board.
  - C. Duties: The duty of the Environmental Enforcement Board is to hear appeals from the decisions made at administrative hearings. These appeals will be conducted as trial de novos. Written findings will be made at the conclusion of each hearing and deliberations will occur in executive session.
  - D. Decisions: All decisions of the Environmental Enforcement Board are final unless appealed pursuant to 12 Oklahoma Statutes section 951 to Garfield District Court within thirty (30) days from the user's receipt of the judgment of the board. (1994 Code 34-135.3, 34-135.4, 34-135.5, 135.6)

**Section 8-3H-2: INSPECTION AND SAMPLING; SEARCH WARRANTS:**

- A. Inspections:
  1. The City, ODEQ, or EPA, bearing proper credentials and identification shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling, and testing in accordance with the provisions of this article. The City or its representatives shall have no authority to inquire into any processes including metallurgical, chemical, oil, refining, ceramic, paper or other industries beyond that point having a direct bearing on the kind and source of discharge to the sewers or natural outlet or waters of the state or POTW.
  2. While performing the necessary work on private properties referred to in subsection A1, of this section, the City, ODEQ, and EPA employees, shall observe all safety rules applicable to the premises established by the company, and the company may be held responsible for injury or death to the City, State or EPA employees' gauging and sampling operations, caused by negligence or failure of the company to maintain safe conditions as required by this article. These City, State and EPA employees shall not sign any release or waiver of liability form prior to entering these premises.
  3. All duly authorized employees of the City, ODEQ, and EPA bearing

proper credentials and identification shall be permitted to enter all private properties through which the City holds a duly negotiated easement for the purposes of, but not limited to, inspections, observation, measurement, sampling, repair, and maintenance of any portion of the sewage works lying within the easement. All entry and subsequent work, if any, on said easement, shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.

B. Inspection and Sampling:

1. The City shall inspect the facilities of any significant or categorical industrial user to ascertain whether the purpose of this article is being met and all requirements are being complied with at least once per year. Persons or occupants of premises where wastewater is created or discharged shall allow the City or their representative ready access at all reasonable times to all parts of the premises for the purpose of inspection, sampling, records examination and copying on-site if needed, or in the performance of any of their other duties. The City, ODEQ, and the EPA shall have the authority and right to set up on the user's property such devices as are necessary to conduct sampling, inspection, compliance monitoring and/or metering operations. Where a user has security measures in force which would require proper identification and clearance before entry into their premises, the user shall make arrangements with their security guards so that upon presentation of suitable identification, personnel from the City, ODEQ and EPA will be permitted to enter, without delay, for the purposes of performing their specific responsibilities.
2. The City may require the industrial user to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the industrial user at its own expense. All devices used to measure wastewater flow and quality shall be calibrated (periodically) to ensure their accuracy.
3. The City shall randomly sample and analyze the effluent from industrial users and conduct surveillance activities in order to identify, independently of information supplied by industrial users, occasional and continuing noncompliance with pretreatment standards. The City shall inspect and sample the effluent from each Significant Industrial User (SIU) at least once a year.

- C. **Search Warrants:** If the Environmental Compliance Specialist has been refused access to a building, structure or property or any part thereof, and if the Environmental Compliance Specialist has demonstrated probable cause to believe that there may be a violation of this article or that there is a need to inspect as part of a routine inspection program of the City designed to verify compliance with this article or any permit or order issued hereunder, or to protect the overall public health, safety and welfare of the community, then upon application by the City Attorney, the applicable Judge of the City shall issue a search and/or seizure warrant describing therein the specific location subject to the warrant. The warrant shall specify what, if anything, may be searched and or seized on the property described. Such warrant shall be served at reasonable hours by the Environmental Compliance Specialist in the company of a uniformed police officer of the City. In the event of an emergency

affecting public health and safety, inspections shall be made without the issuance of a warrant. (1994 Code 34-131.1, 34-131.2, 34-131.3)

**Section 8-3H-3: NON-COMPLIANCE; NOTICE OF VIOLATION:**

- A. Failure to File Compliance Report; Warnings: In the event a periodic compliance report is not filed with the City on its due date, the Environmental Compliance Specialist shall issue a maximum of three (3) written warnings to the user who fails to comply. These warnings shall be issued at five (5) day intervals, with the first warning given five (5) days after the original due date of such report. If a user does not respond to the warning or in the event the user wholly fails to file a report, the Environmental Compliance Specialist will issue a notice of violation.
- B. Administrative Notice: Whenever the Environmental Compliance Specialist determines that there is a possibility of a violation of the local limits an Administrative Notice will be mailed to the industrial user. The user must immediately resample the questionable result and submit the analysis within thirty (30) days of violation awareness. If the second analysis indicates a violation has occurred, a Notice of Violation (NOV) will be issued to said user.
- C. Notice of Violation:
  - 1. Whenever the Environmental Compliance Specialist finds that any user is in violation of this article, the Environmental Compliance Specialist may serve upon said user a written Notice of Violation (NOV) by certified mail, return receipt requested. The user must, within five (5) working days of the receipt of this notice, submit to the Environmental Compliance Specialist an explanation of the violation and its intended course of corrective action, including the estimated date by which corrective action will be completed, and a plan to prevent further violations. After receipt of this response, the Environmental Compliance Specialist will periodically inspect and monitor the corrective action taken by the user. The Environmental Compliance Specialist may grant reasonable extensions to the deadline date. The financial condition of the user shall not be considered in establishing deadlines or extensions.
  - 2. Submission of this plan in no way relieves the user of liability for any violations occurring before or after the receipt of the Notice of Violation (NOV), nor does this section limit the authority of the City to take any action, including emergency action, without first issuing a notice of violation.
  - 3. If the user fails to respond to a Notice of Violation within the required time period, or if the user fails to complete the corrective action by the deadline, this failure constitutes a separate violation under this article and the City shall use the Enforcement Response Plan to determine the appropriate response. (1994 Code 34-132.1, 34-132.2, 34-132.3)

**Section 8-3H-4: AFFIRMATIVE DEFENSES:**

- A. Supporting Evidence: An industrial user who complies with the notification provisions of Section 8-3A-11 of this chapter in a timely manner shall have an affirmative defense to any enforcement action brought by the City

for any noncompliance with this article or permit issued to the user due to noxious, malodorous or toxic liquids, gases, vapors, fumes or solids if proper signed operational logs or other relative evidence shows that: 1) an upset occurred and the user can identify the causes of the upset; and 2) the facility was being operated in a prudent and workmanlike manner and in compliance with applicable operation and maintenance procedures.

- B. Burden of Proof: In any enforcement proceeding, the industrial user seeking to establish the occurrence of an upset shall have the burden of proof. (1994 Code 34-133)

**Section 8-3H-5: REMEDIES BY USERS; CITY ACTION UPON NON-COMPLIANCE:**

- A. Consent Orders: The Environmental Compliance Specialist is hereby authorized to enter into Consent Orders with any user responsible for noncompliance. Such orders will include the specific action to be taken by the user to correct the noncompliance within a time period also specified by the order. Consent Orders shall have the same force and effect as Administrative Orders issued pursuant to subsections B and C of this section and shall be judicially enforceable.

- B. Compliance Schedule:

1. If additional pretreatment and/or operation and maintenance will be required of the user to meet the pretreatment standards, a Compliance Schedule will be developed by the Environmental Compliance Specialist for the user. A Compliance Schedule may be made a part of a Consent Order, an Administrative Order or a ruling of the Environmental Enforcement Board. The user shall meet the shortest schedule by which to provide all such additional pretreatment.
2. The completion date in this schedule shall not be later than the completion date established for the applicable pretreatment standard. The following conditions shall apply to this schedule:
  - a. The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation or additional pretreatment required for the user to meet the applicable pretreatment standards.
  - b. No increment referred to in this section shall exceed nine (9) months.
  - c. No later than fourteen (14) days following each compliance date, the user shall submit a progress report to the Environmental Compliance Specialist, and a final report must be submitted within fourteen (14) days from the final compliance date as well.
  - d. The report should include, at a minimum, whether or not it complied with the increment of progress to be met on such date. If it did not comply, the report must contain the date on which it expects to comply with this increment of progress, the reason for delay, and the steps being taken by the user to return the construction to the schedule established.

3. Compliance Schedules may also contain other requirements to address the noncompliance, including additional self-monitoring, and management practices designed to minimize the amount of pollutants discharged to the sewer.
4. A Compliance Schedule shall not be a prerequisite for taking any other action against the user.

C. Cease and Desist Orders:

1. When the Environmental Compliance Specialist finds that a user is in violation of this article, or based upon the user's past history, similar violations are likely to reoccur, the Environmental Compliance Specialist may issue an order to the user directing it to cease and desist all such violations. A Cease and Desist Order may require the user to:
  - a. Immediately comply with all requirements, and/or
  - b. Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation up to and including halting operations and/or terminating the discharge.
2. Issuance of a Cease and Desist Order shall not be a prerequisite to taking any other action against the user.

D. Cost Recovery: Any user violating any of the provisions of this article or who causes damage to or otherwise inhibits the POTW, shall be assessed by the Environmental Compliance Specialist the amount of any expense, loss, or damage which was proximately caused by such violation or discharge. These costs may include sampling and monitoring expenses and the cost of any actual damages incurred by the City or the POTW. The Environmental Compliance Specialist shall bill the user for the cost incurred by the City for any cleaning, repair, or replacement work and enforcement costs caused by the violation or discharge. This bill is in addition to any criminal penalty applicable under this article.

E. Emergency Suspension:

1. The Environmental Compliance Specialist may immediately suspend a user's discharge into the POTW and/or wastewater discharge permit whenever such suspension is necessary in order to stop an actual or threatened discharge which reasonably appears to present an imminent or substantial endangerment to the health or welfare of persons, to the environment, or threatens to cause interference with the POTW, the waters of the state, or threatens to result in a violation of the City's NPDES permit. Any user notified of a suspension of its discharge shall immediately stop or eliminate its contribution.
2. In the event of a user's failure to immediately comply voluntarily with the suspension order, the Environmental Compliance Specialist shall take such steps as deemed necessary, (to prevent or minimize damage to the POTW, the waters of the state or endangerment to any individuals) to include: revocation of the permit, termination of discharge or immediate water supply severance.
3. A user that is responsible in whole or in part for any discharge

presenting imminent endangerment shall submit a detailed written statement describing the causes of the harmful contribution and the measures taken to prevent any further occurrence to the Environmental Compliance Specialist within fifteen (15) days of the date of the order of emergency suspension.

4. Nothing in this subsection shall be interpreted as requiring a hearing or formal notice prior to any emergency suspension order.
  5. The Environmental Compliance Specialist will lift the emergency suspension when the user has demonstrated that the period of endangerment has passed.
- F. Revocation of Permit: Any user who violates the following conditions is subject to having their permit revoked:
1. Failure of a user to factually report the wastewater constituents and characteristics of their discharge;
  2. Failure of the user to report significant changes in operations;
  3. Refusal of reasonable access to the user's premises for the purpose of inspection and monitoring;
  4. Violation of conditions of the permit; or
  5. Failure to pay cost recovery, administrative penalty, or to perform specific remedies such as posting performance bonds.
- G. Termination of Discharge into City's Sewer System: The wastewater discharge into the City's sewer system by industrial users may be terminated for any of the following reasons:
1. Falsifying self-monitoring reports concerning wastewater constituents and characteristics of the discharge.
  2. Tampering with monitoring equipment.
  3. Failure to report significant changes in operations or wastewater volume, constituents and characteristics prior to the discharge.
  4. Refusing to allow timely access to the facility, premises, and records.
  5. Violation of wastewater discharge permit conditions.
  6. Failure to meet effluent limitations.
  7. Failure to pay penalties, fines and/or cost recovery.
  8. Failure to pay sewer charges; and
  9. Failure to meet Compliance Schedules.
- H. Water Supply Severance: Whenever a user has violated the provisions of this article, orders or wastewater discharge permits, water service to the user may be severed. Service will only recommence at the user's expense, after the user has satisfactorily complied with all the requirements assessed



against such user by the City. (1994 Code 34-134.1, 34-134.2, 34-134.3, 34-134.4, 34-134.5, 34-134.6, 34-134.7, 34-134.8)

**Section 8-3H-6: APPEALS FROM ORDERS OF CITY; HEARING PROCEDURE:**

If said user disputes the appropriateness of the enforcement response of the Environmental Compliance Specialist, or the validity of the violation, the user may request an Administrative Hearing before the Public Utilities Director to review said order. The request must be in writing and must specify the reasons for appeal. It must be filed with the City Clerk within fifteen (15) days from receipt of the appealed from order.

A. Administrative Hearing:

1. Whenever any user causes or contributes to a violation of this article and the Environmental Compliance Specialist determines that the appropriate enforcement response includes revocation of a permit, termination of discharge or water supply severance, and the situation does not rise to the level of an emergency suspension, the Environmental Compliance Specialist will issue an order requiring the user to appear before the Public Utilities Director and show cause why the proposed enforcement action should not be taken.
  - a. Notice shall be served on the user specifying the time and place for the meeting, the proposed enforcement action and the reason for such action. The notice of the meeting shall be served personally or by certified mail, return receipt requested, at least ten (10) days prior to the hearing. Such notice may be served on any authorized representative of the user.
  - b. Whether or not the user appears as ordered, immediate enforcement action may be pursued following the hearing date.
  - c. An administrative hearing shall not be a prerequisite for taking any other action against the user.
2. Administrative Hearings will also be held when a user appeals an order of the Environmental Compliance Specialist.

B. Appeals from Administrative Hearings:

1. If said user disputes the Administrative Order made by the Public Utilities Director at an Administrative Hearing, it may appeal to the Environmental Enforcement Board by filing a written request with the City Clerk within fifteen (15) days from the Administrative Hearing. The user must state in its written request the finding objected to, the reason for said appeal, and the alternative it seeks.
2. Whether the user disputes the appropriateness of the enforcement response or the validity of the violation, or both, an appeal bond equal to the amount of any and all monetary penalties assessed, or if none are assessed, in the amount of two hundred fifty dollars \$250.00 must accompany said appeal request.
3. Failure to submit a petition for review shall be deemed to be a waiver of the appeal. (1994 Code 34-135, 34-135.1, 34-135.2)

**Section 8-3H-7: PERFORMANCE BOND TO GUARANTEE COMPLIANCE:**

- A. Bond May Be Required: The Environmental Compliance Specialist, Public Utilities Director, or Environmental Enforcement Board may require the posting of a performance bond prior to the lifting of a suspension order, reissuing a wastewater discharge permit, or reconnecting the water supply or sewer service.
- B. Bond Amount: The bond is to be payable to the City in a sum not to exceed a value determined by the City to be necessary to achieve consistent compliance and to protect or restore or repair damage to the POTW caused by similar violations.(1994 Code 34-136)

**Section 8-3H-8: LEGAL ACTIONS:**

- A. Injunctive Relief And Civil Penalties: Whenever a user has violated a pretreatment standard or requirement or continues to violate the provisions of this article, wastewater discharge permits or orders issued hereunder, or any other pretreatment requirement, the City may seek a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the wastewater discharge permit, order, or other requirement imposed by this article on activities of the industrial user. Such other action as appropriate for legal and/or equitable relief may also be sought by the City, including any action for damages, reasonable attorney fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the City.
- B. Remedies Nonexclusive: The provisions of this article are not exclusive remedies. The City reserves the right to take any, all, or any combination of these actions against a noncompliant user. The City's enforcement responses will generally be in accordance with the City's Enforcement Response Plan. However, the City reserves the right to take other action against any user when the circumstances warrant, to include pursuit of civil litigation in state district and/or federal courts for damages, injunctive relief and/or specific performance. (1994 Code 34-137)

**Section 8-3H-9: CRIMINAL ACTIONS AND PENALTIES:**

- A. Violations: Any user that willfully or negligently violates any provision of this article, any orders or wastewater discharge permits issued hereunder, or any other pretreatment requirement shall, upon conviction, be guilty of a Class D offense, punishable by a fine of not more than one thousand (\$1000) dollars, per violation per day.
- B. Allowing Harmful Substances into POTW: Any user that willfully or negligently introduces any substances into the POTW which causes personal injury or property damage shall, upon conviction, be guilty of a Class D offense, punishable by a fine of not more than one thousand (\$1000) dollars, per violation per day.
- C. Falsifying Information:
  - 1. No person shall knowingly make any false statements. False statements include oral communications to City officials and/or statements, representations or certifications in any application,

record, report, plan, or other documentation filed or required to be maintained pursuant to this article.

2. No person shall knowingly tamper with or knowingly render inaccurate any monitoring device or method required under this article.
3. The violation of this subsection shall be a Class D offense, punishable by a fine of not more than one thousand dollars (\$1000.00), per violation per day.

D. Vandalism:

1. No unauthorized person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, tamper with, or prevent access to any structure, appurtenance or equipment which is part of the POTW.
2. The violation of this subsection shall be a Class D offense, punishable by a fine of not more than one thousand dollars (\$1000.00), per violation per day.

E. Separate Offense for Each Day: Each day on which a violation occurs shall be deemed a separate and distinct offense.

F. Considerations for Assessing Penalty: The penalties will be assessed on an incremental basis at the sole discretion of the assessor and will take into consideration the nature of the violation, the good faith of the user, the compliance history of the user, and the effect of the violation on the POTW or the waters of the state, as well as any other relevant factors. (1994 Code 34-138)

**Section II.** REPEALER. All ordinances or parts thereof which are inconsistent with this ordinance.

**Section III.** SAVINGS CLAUSE. Nothing in this ordinance hereby adopted shall be construed to affect any suit or proceeding 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.** CODIFICATION. This Ordinance shall be codified as Article I in Chapter 8 of the Enid Municipal Code, 1984, with all current sections and subsections renumbered or lettered, to include the amendments or additions.

**Section V.** EFFECTIVE DATE. This ordinance will not become effective until formal approval is received from the ODEQ (Oklahoma Department of Environmental Quality)

**Section VI.** 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 anyway 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 parts not be included.

**Section VII.** EMERGENCY. Whereas an immediate necessity exists to preserve the

public peace, health and safety, an emergency is hereby declared whereby this Ordinance shall be in full force and effective from and after its passage, approval and publication.

PASSED AND APPROVED by the Mayor and Board of Commissioners on \_\_\_\_\_.

(SEAL)

THE CITY OF ENID, OKLAHOMA

\_\_\_\_\_

ATTEST:

Mayor

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

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
City Attorney

Formal approval received on \_\_\_\_\_ from the ODEQ.

\_\_\_\_\_  
ODEQ Signature



ORDINANCE NO. 2013-\_\_\_\_\_

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 2, ENTITLED "FINANCE AND TAXATION," CHAPTER 6, ENTITLED "FEE SCHEDULE," ARTICLE B, ENTITLED "BUSINESS RELATED FEES," SECTION 2-6B-2, ENTITLED "TELEPHONE EXCHANGES," TO INCREASE THE TELEPHONE EXCHANGE FEE; AMENDING TITLE 2, ENTITLED "FINANCE AND TAXATION," CHAPTER 6, ENTITLED "FEE SCHEDULE," ARTICLE B, ENTITLED "BUSINESS RELATED FEES," CREATING SECTION 2-6B-18, ENTITLED "RIGHT-OF-WAY LICENSING FEES," TO PROVIDE FOR A RIGHT-OF-WAY LICENSING FEE FOR USERS OTHER THAN TELEPHONE EXCHANGES; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

ORDINANCE

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

Section I: That Title 2, Chapter 6, Article B, Section 2-6B-2, of the Enid Municipal Code, 2003, be amended to read as follows:

**2-6B-2: TELEPHONE EXCHANGES:**

The fee required in section 2-4-1 of this title shall be ~~two-five~~ percent (25%) of the gross revenues for the current year for exchange telephone transmission service rendered wholly or partially within the eCity. (1994 Code § 11.5-34)

Section II: That Title 2, Chapter 6, Article B, Section 2-6B-18 of the Enid Municipal Code, 2003, be created to read as follows:

**2-6B-18: RIGHT-OF-WAY LICENSING FEES:**

A. As compensation for the use of valuable public ways, any company that requests and is granted permission to place, lay, bury, or by other means occupy, with any cable, wire, fiber-optic line or other transmission media, any portion of the public right-of-way, for the purpose of communication, telecommunication, data transfer, or any other type of information or data movement, shall pay the City five percent (5%) of the licensee's gross receipts. This license shall be read to prevent the licensee from avoiding the provisions of this subsection by lease, contract or any other arrangement.

B. Payment Timing:

1. The licensee shall pay monthly to the City the licensing fee, together with any accumulated interest, on or before the forty-fifth day after the end of each month.

on gross receipts received for that month. If the payment is not timely made, interest upon any unpaid portion shall accrue at the rate of one and one-half percent (1.5%) per month until paid in full.

2. The licensee shall complete and file an accurate verified statement of all gross receipts during the period for which the monthly payment is made and an annual statement of such gross receipts, verified by the licensee's external certified public accountant, within sixty (60) days after the end of each calendar year.

3. If the licensee fails or refuses to pay such fee shall be regarded as a trespasser and may be ousted from the City, and in addition, the City may maintain an action against the licensee for the amount of such fee and the interest and all expenses of collecting the same, including reasonable attorney fees.

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

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

Section VI: Codification. This ordinance shall be codified as Title 2, Chapter 6, Article B, Sections 2-6B-2 and 2-6B-18 of the Enid Municipal Code, 2003.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this 19th day of March, 2013.

CITY OF ENID, OKLAHOMA

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William E. Shewey, Mayor

(SEAL)

ATTEST:

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City Clerk, Linda Parks

Approved as to Form and Legality:

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Andrea L. Springer, City Attorney



ORDINANCE NO. 2013-\_\_\_\_\_

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 7, ENTITLED "PUBLIC WAYS AND PROPERTY," CHAPTER 7, ENTITLED "PARK AND RECREATION," ARTICLE A, ENTITLED "PARK AND RECREATION BOARD," SECTION 7-2A-1, ENTITLED "BOARD CREATED; MEMBERS; TERMS," TO ADD INCREASE THE PARK BOARD MEMBERSHIP FROM SIX (6) MEMBERS TO EIGHT (8) MEMBERS AND TO CAPITALIZE "PARK AND RECREATION BOARD," "MAYOR" AND "BOARD OF COMMISSIONERS"; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.

ORDINANCE

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

Section I: That Title 7, Chapter 2, Article A, Section 7-2A-1 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

**7-2A-1: BOARD CREATED; MEMBERS; TERMS:**

There is hereby created a ~~b~~Board to be known as the Enid ~~p~~Park and ~~r~~Recreation ~~b~~Board. The ~~p~~Park and ~~r~~Recreation ~~b~~Board shall consist of a total of ~~six (6)~~eight (8) members, ~~five (5)~~seven (7) members to be appointed by the ~~m~~Mayor and ~~b~~Board of ~~e~~Commissioners, and one member of the ~~b~~Board of ~~e~~Commissioners to be appointed by the ~~m~~Mayor. The members of the Park and Recreation bBoard shall hold office for a term of three (3) years or until their successors are appointed and qualified. Members of the Park and Recreation bBoard may serve two (2) terms in succession. (Ord. 2009-15, 6-2-2009)

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

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

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

Section V: Codification. This ordinance shall be codified as Title 7, Chapter 2, Article A, Section 7-2A-1 of the Enid Municipal Code, 2003.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this 19th day of March, 2013.

CITY OF ENID, OKLAHOMA

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William E. Shewey, Mayor

(SEAL)

ATTEST:

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City Clerk, Linda Parks

Approved as to Form and Legality:

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Andrea L. Springer, City Attorney

**CONTRACT FOR PROFESSIONAL PHOTOGRAPHY SERVICES  
BETWEEN THE CITY OF ENID, OKLAHOMA, AN OKLAHOMA MUNICIPAL  
CORPORATION AND MIKE KLEMME PHOTOGRAPHY, INC., AN OKLAHOMA  
CORPORATION**

This Contract for Professional Photography Services is made on the date last written below, by and between the City of Enid, Oklahoma, an Oklahoma Municipal Corporation, hereinafter referred to as "City," and Mike Klemme Photography, Inc., an Oklahoma Corporation, hereinafter referred to as "Contractor" or "Klemme."

**WITNESSETH:**

**WHEREAS**, City desires to contract with Klemme to perform certain professional photography services and to purchase framed and matted photographs as well as digital images, according to the terms and conditions hereinafter set forth; and,

**WHEREAS**, Klemme is interested in performing certain professional photography services and providing images to the City.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

1. Engagement of Contractor and Scope of Employment. The City hereby engages Contractor for Contractor to perform certain professional photography services and to provide digital images to City, as described herein. Contractor accepts such engagement pursuant to the terms and conditions set forth herein. The general purpose of this Contract is for City to engage Contractor to photograph area attractions, interests, etc. and to provide framed and matted photographs and the digital images thereof to the City for use on the City's website(s) and printed advertising materials, and for Contractor to provide the same.

2. Term. This Contract shall be effective on the date last written below and shall terminate no longer than eighteen (18) months from that date. In the event that the parties desire to continue a business relationship beyond the terms of this Contract, a new Contract shall be executed or this Contract shall be properly amended, as set forth herein.

3. Compensation. The City agrees to pay, and Contractor agrees to accept, total compensation in the amount of One Hundred Ninety-Three Thousand Eight Hundred Fifty (\$193,000.00) for the professional photography services, framed and matted photographs and digital photographs described herein.

- a) Flat Rate. This is a flat rate and no additional payment is authorized under the terms of this Contract.
- b) Execution. Upon the approval of the City's Mayor and Board of Commissioners (please see paragraph d below), this Contract shall be executed.

- c) Compensation and Installments. Compensation shall be payable in three (3) installments. The first installment for Forty Eight Thousand Four Hundred Sixty-Two Dollars and Fifty Cents (\$48,462.50) shall be payable immediately and shall be part of the art and framing portion of the work. The second installment for Forty Eight Thousand Four Hundred Sixty-Two Dollars and Fifty Cents (\$48,462.50) shall be payable upon the approval of all artwork for the facility. The third installment of Forty Eight Thousand Four Hundred Sixty-Two Dollars and Fifty Cents (\$48,462.50) shall be due and payable upon receipt of all art pieces from the manufacturer. The final installment of Forty Eight Thousand Four Hundred Sixty-Two Dollars and Fifty Cents (\$48,462.50) shall be due and payable upon completion of installation of the artwork.
- d) Appropriation and Approval. This Contract and any future contracts are subject to budget appropriation by City and approval by the City of Enid's Board of Commissioners. If the Board of Commissioners does not approve a contract or sufficient funds are not appropriated or allocated for payment under a contract for any current or future fiscal period, then City, at its option, may terminate this Contract or a future contract on the last day of any calendar month without future obligations, liabilities, or penalties to Contractor, except for amounts due up to the time of termination for the services performed and products delivered.

4. Scope of Contract. The parties acknowledge that the terms of this Contract shall apply to all of the activities of the Contractor related to this project. The scope of this contract includes:

- a) Contractor's survey of the facility
- b) Consultation between the Contractor, the City, the architect, the interior designer and facilities management personnel.
- c) Contractor's creation of artwork map of facility.
- d) Sixty-three prints suitable for framing, and the framing and matting of the prints. The number, sizes, and individual prices of the photographs are described in a document that is attached to this Contract and labeled "Exhibit A."
- e) Shipping, transportation, transportation insurance, and the installation of the artwork.

5. Independent Contractor Status of Contractor. Contractor is a separate, legal entity from the City and the parties make this Contract accordingly. All persons working for Contractor under this Contract shall be employees of Contractor and shall not be considered employees of the City. The hiring, discharge, supervision, and management of the employees of Contractor who provide services under this contract, including, but not limited to, the determination from time to time of the qualifications of such Contractor employees who are required to perform the duties of Contractor, and the establishment, revision, and administration

of wage scales, rates of compensation, conditions of employment, and job and position descriptions with respect to all such employees of Contractor hereunder shall be within the sole direction of Contractor.

6. Licensing of Intellectual Property and Use of Images.

Contractor shall own all photographs that are taken under the terms of this agreement, including digital files. Unauthorized use and copying of such photographs is prohibited by law.

The fee that City pays under the terms of this Contract constitutes a license fee that entitles City to use the digital images provided by Contractor as provided herein. The City agrees to use the images produced under the terms of this Contract on the City's website(s) and/or printed materials. Contractor grants, in exchange for the compensation described above, the City a perpetual license to use images produced hereunder. This license shall not be limited to a certain number of times each image may be used by City. This license is non-exclusive, non-transferable, and non-sublicensable. Contractor will retain electronic files of the images captured hereunder in the Mike Klemme Photography Library archive.

Any time an image captured by Contractor is used by City, it shall be accompanied with a credit line that reads "Photographer is Mike Klemme Photography."

Any of the digital images that are produced as a result of this project may be reproduced in print, other than advertising materials, upon the City's request to Contractor. The cost of such reproduction will be agreed upon in a future contract between City and Contractor.

7. Marketing Activities and Permissions. City agrees that Contractor may use City's name as part of Contractor's published Customer lists. Contractor may, on occasion, request that City participate in mutually beneficial marketing and public relations activities. Upon City's approval to participate, Contractor shall prepare marketing content and present it to City for approval before such content is publically released.

8. Authority. By entering into this contract with Contractor, the City does not delegate any decision-making authority to Contractor. Contractor's powers and purpose by virtue hereof are fact finding, informational, recommendatory, or advisory with no decision-making authority, whatsoever, in relation to City and its activities. The City maintains its autonomy to operate and accomplish its purpose and objectives as prescribed in its founding document.

9. Non-Discrimination. The parties covenant (1) that no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this contract on the ground of race, color, age, sex, handicap, or national origin; and (2) that, in carrying out the terms and conditions of this contract, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or national origin.

10. Compliance with Laws. Contractor and City shall conduct business under the terms of this contract in such a manner that it does not violate Federal, State, or local laws or regulations applicable to the conduct of its operations under the terms of this Contract.

11. Default. Under this contract, default occurs when either party fails to keep, observe, or perform any material agreement, term, or provision of this contract to be kept, observed, or performed by it and such conduct continues for a period of thirty (30) days after written notice thereof by the other party.

12. Termination, Remedies Upon Default. Either party may terminate this Agreement at any time upon default. The failure of either party to insist upon the strict observance or performance of any of the provisions of this contract or to exercise any right or remedy provided in this contract shall not impair any such right or remedy nor be construed as a waiver or relinquishment thereof with respect to subsequent defaults. Every right and remedy given by this contract to the parties may be exercised from time to time and as often as may be deemed expedient by the parties.

13. Notices. Whenever notice is required to be given in writing, such notice shall be hand-delivered or mailed by certified mail, return receipt requested, and directed to the respective parties at the following addresses:

CITY:

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

CONTRACTOR:

Attn: Mike Klemme  
c/o Mike Klemme Photography, Inc.  
2020 Willow Run, Ste 116  
Enid, OK 73703

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

14. Interpretation of Law. This contract shall be deemed to have been made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma.

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

16. Limitation of Liability. The remedies available to the parties in the event of breach of the terms of this Contract are as expressly stated herein. Except as provided for in this Contract, all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are excluded.

Except for the parties' indemnification obligations set forth below, or the parties' misappropriation of the other party's intellectual property rights, and to the fullest extent allowed by law, in no event shall either party, or its Parents, subsidiaries, affiliates, or third party licensor's liability to a customer, howsoever caused, exceed the value of the order which gives rise to the claim, and in no event shall either party, its parents, subsidiaries, affiliates or third party licensors be liable for lost profits, lost data or any other incidental or consequential damages arising out of this Contract, whether such claim is based on warranty, contract, tort, or the existence, furnishing, functioning or customer's specific use of, or inability to so use, any equipment, software or services provided for in this Contract.

17. Indemnification and Hold Harmless. Contractor shall defend, indemnify and hold harmless the City and any and all officers, agents and employees of the City, against all damages, including but not limited to, any loss, liability, expense, suit, or claim for injury to persons or damages to property arising out of the activities of Contractor, its employees and agents under or in connection with this contract, whether or not any act or omission complained of is authorized, allowed or prohibited by Contractor and all reasonable expenses together with all damages and penalties thereto. Expenses shall include, without limitation, all out-of-pocket expenses, attorney's fees, witness fees, and discovery costs.

City will defend, hold harmless, and indemnify, to the extent required by the Governmental Tort Claims Act, Contractor, its officers, directors, shareholders, employees, and agents from and against all liability, loss, cost, expense, including reasonable attorney's fees, resulting from any claim of injury to person, damages to property, or monetary damages arising out of City's negligence or failure to perform obligations under this Agreement.

18. Assignment. Neither party shall assign this contract or any interest herein without the express, written consent of the other party.

19. Construction. Captions and other headings contained in this contract are for reference and identification purposes only and do not alter, modify, amend, limit, or restrict the contractual obligations of the parties.

20. Integration and Amendments. This Contract, any information expressly incorporated herein (including information contained in any referenced URL), together with attachments, and/or any properly executed and attached amendments, shall constitute the entire agreement between the parties for the products and services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement. A properly executed "Amendment" is a document that is signed by both parties, specifically references this Contract, and is attached hereto.

21. Binding Effect. This contract binds the parties and any successors and assigns of the parties.

22. Severability. If any one or more of the sections, sentences, clauses, or parts be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this contract.

23. Bargaining. The City and the Contractor have had the opportunity to seek independent legal counsel before entering into this Contract. Both the City and the Contractor have participated fully in the preparation of this Contract and the language of this Contract shall be construed simply, according to its fair meaning, and not strictly for or against either party.

24. Counterparts. This Contract may be executed in any number of counterparts, and when each party has signed and delivered to the other at least one (1) such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one (1) agreement; provided, however, this Contract shall not be binding upon the parties hereto until signed by all of the parties.

25. Third Party Beneficiaries. Nothing in this contract, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Contract, except as provided expressly herein or as required by law.

26. Good Faith and Best Efforts. City and Contractor agree to perform obligations under this Contract in good faith and to use their respective best efforts to ensure that the each perform in a timely manner.

27. E-Verify. 25 Okla. St. §1313 requires that all contractors who contract which a public employer register and participate in the Status Verification System to verify the immigration status of all new employees. Further, Executive Order 13465 requires contractors who contract with a public entity, when the contract is funded in whole or in part by federal dollars, to use E-Verify, the electronic employment eligibility verification system designated by the Secretary of Homeland Security, to verify that employees working pursuant to federally funded contracts are legally authorized to work in the United States. Contractor agrees to use E-Verify to verify the employment eligibility of all employees who may perform services pursuant to this Contract. Contractor also agrees to require all subcontractors who perform services under this Contract to use E-Verify to verify the employment eligibility of all employees who may perform services pursuant to this Contract.

28. Force Majeure. Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within ten (10) days after occurrence of such cause or event.



**IN WITNESS WHEREOF**, the parties hereto have executed this contract the day and year last written below.

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

"CITY"  
The City of Enid, Oklahoma,  
an Oklahoma Municipal Corporation

By: \_\_\_\_\_  
William E. Shewey, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
Linda Parks, City Clerk

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

"CONTRACTOR" or "KLEMME"  
Mike Klemme Photography, Inc.,  
an Oklahoma Corporation

By: \_\_\_\_\_  
Mike Klemme, President

## Enid Event Center Artwork Proposal

### Event Center

#### Level One

155 Stair One	Landing	1 Special Cloth	1,250 3X5
	West Concou Outside Men'	2 Special Cloth	1,750 6X6
	West Concou Outside Worr	3 Special Cloth	1,750 6X6
	West Concou Outside Worr	4 Specal Cloth	1,750 6X6
	West Concou Outside Worr	5 Specal Cloth	1,750 6X6
	Stair Six Landing	6 Specal Cloth	1,250 3X5
138 Stair Two	Landing	7 Specal Cloth	1,350 3X5
	East Concour: Outside Men'	8 SpecialCloth	1,750 6X6
	East Concour: Outside Men'	9 Specal Cloth	1,750 6X6
	East Concour: Outside Men'	10 Special Cloth	1,750 6X6
	East Concour: Outside Worr	11 Special Cloth	1,750 6X6
	Stair Three Landing	12 Specal Cloth	1,250 3X5
148 South Concol Outside Worr		13 Special Cloth	1,750 6X6
	South Concol Outside Men'	14 Special Cloth	1,750 6X6
	South Concol Outside Men'	15 Special Cloth	1,750 6X6
	South Concol Outside Men'	16 Special Cloth	1,750 6X6
	Stair Four Landing	17 Special Cloth	1,250 3X5
	Stair Five Landing	18 Special Cloth	1,250 3X5
	Northeast Lol Entry	19 Special Cloth	1,750 6X6
	Southwest Lo Elevator Encl	20 Specal Cloth	3,000 5X15 Vertical
	Elevator Encl	21 Specal Cloth	3,000 5X15 Vertical
115 Star Dressing	West Wall	22 Special Cloth	1,100 4X4
	West Wall	23 Medium Squa	1,100 4X4
	West wall	24 Medium Squa	1,100 4X4
Subtotal			39,650

### Event Center

#### Level Two

East Mezzani	West Wall Re	25 Special Cloth	2,250 8'X8'
	West Wall Re	26 Special Cloth	2,250 8'X8'
West Mezzan	East Wall Ret	27 Special Cloth	2,250 8'X8'
	East Wall Ret	28 Special Cloth	2,250 8'X8'
South Mezzan	North Wall Re	29 Special Cloth	2,250 8'X8'
	North Wall Re	30 Special Cloth	2,250 8'X8'
North Mezzan	South Wall Re	31 Special Cloth	2,250 8'X8'
	South Wall Re	32 Specal Cloth	2,250 8'X8'
North Mezzan	North Wall	33 Special Cloth	3,000 10X10

	North Wall	34 Special Cloth	3,000 10X10
	North Wall	35 Special Cloth	3,000 10X10
	North Wall	36 Special Cloth	3,000 10X10
	North Wall	37 Special Cloth	3,000 10X10
	North Wall	38 Special Cloth	3,000 10X10
	North Wall	39 Special Cloth	3,000 10X10
	North Wall	40 Special Cloth	3,000 10X10
	North Wall	41 Special Cloth	3,000 10X10
213 Hospitality Su	East Wall	42 Special Cloth	1,100 4'X4'
215 Hospitality Su	West Wall	43 Special Cloth	1,100 4'X4'

Subtotal 47,200

**Event Center**

**Return Air Vents**

NE Lobby	North	44 Special Cloth	2,500 6'X6'
	East	45 Special Cloth	2,500 6'X6'
	South	46 Special Cloth	2,500 6'X6'
	West	47 Special Cloth	2,500 6'X6'
SE Lobby	North	48 Special Cloth	2,500 6'X6'
	East	49 Special Cloth	2,500 6'X6'
	South	50 Special Cloth	2,500 6'X6'
	West	51 Special Cloth	2,500 6'X6'

Total 20,000

**Event Center**

**Interior Banners**

East Corridor	1	1,000 5'X6' Banner
East Corridor	2	1,000 5'X6' Banner
East Corridor	3	1,000 5'X6' Banner
East Corridor	4	1,000 5'X6' Banner
East Corridor	5	1,000 5'X6' Banner
East Corridor	6	1,000 5'X6' Banner
West Corrido	7	1,000 5'X6' Banner
West Corrido	8	1,000 5'X6' Banner
West Corrido	9	1,000 5'X6' Banner
West Corrido	10	1,000 5'X6' Banner
West Corrido	11	1,000 5'X6' Banner
West Corrido	12	1,000 5'X6' Banner

Subtotal 12,000

**Estimated Charges**

**Totals**

Event Center Level One	39,650
Event Center Level Two	47,200
Event Center Return Air Ducts	20,000
Event Center Banners	12,000
Design	20,000
Installation	20,000
Photographic Services	35,000
<b>Grand Total</b>	<b>193,850</b>

## Payment Schedule

Due Upon Acceptance of Contract	15-Dec	48,462.50
	1-Feb	48,462.50
	1-Apr	48,462.50
Due upon Completion of installation	1-Jun	48,462.50
		<b>193,850.00</b>

RESOLUTION

A RESOLUTION INCREASING THE 2012-2013 FISCAL FINANCIAL PLAN FOR THE ENID MUNICIPAL AUTHORITY IN THE AMOUNT OF \$193,850.00.

WHEREAS, the 2012-2013 Enid Municipal Authority fiscal financial plan must be increased by \$193,850.00 to provide funding for the Klemme artwork in the new Event Center; and

WHEREAS, funds will be transferred from the Enid Municipal Authority (EMA) operating department to the Capital Improvement Department to provide the necessary funding utilizing the Renaissance line-of-credit funds;

AND NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND BOARD OF TRUSTEES OF THE ENID MUNICIPAL AUTHORITY THAT THE AUTHORITY'S 2012-2013 FISCAL FINANCIAL PLAN BE AMENDED TO INCREASE THE ENID MUNICIPAL AUTHORITY DEPARTMENTS LISTED BELOW:

FUND 31 ENID MUNICIPAL AUTHORITY	
Operations	\$193,850.00

Adopted this 19<sup>th</sup> day of March 2013.

\_\_\_\_\_  
Chairman

(Seal)

ATTEST:

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

**PURCHASING CARD CLAIMS LIST**

3-19-13

**FUND 10 DEPT 100-ADMINISTRATIVE SERVICES**

AGNT FEE 89005867380076	PO0112051	AIRFARE (3)/WADC TRIP	114.00
AMAZON MKTPLACE PMTS	PO0112051	IPAD CLEANING SPRAY	81.80
AMAZON.COM	PO0112051	IPAD CLEANING SPRAY	24.54
AMERICAN 00171934839204	PO0112051	AIRFARE/WADC LEGISLATIVE TRIP/J FOOS	389.60
AT&T DATA	PO0112051	IPAD DATA PLAN 3/13	60.00
CHILI'S GRI75100007518	PO0112051	MEAL/CITIZENS ACADEMY/J RILEY	18.31
JOHNNYS TAVERN SHAWNEE	PO0112051	MEAL/CPSI COURSE/K BLACKBURN	23.42
KATYS PANTRY	PO0112051	MEAL/MEDIATION MEETING	130.95
KTA TOLLS QPS	PO0112051	TOLL/CPSI COURSE/K BLACKBURN	6.75
NAPOLIS ITALIAN RESTAU	PO0112051	MEAL/POSTER CONTEST JUDGING	13.45
OAKWOOD MALL 8	PO0112051	MOVIE TICKETS (100)/EMP APPRECIATION	500.00
PAYPAL *CITYMANAGEM	PO0112051	CMAO SPRING MEETING/J RILEY	75.00
PAYPAL *FREEDOMCART	PO0112051	PERSONALIZED PENS (3)/COMMISSIONERS	195.00
TWISTERS GRILL AND BAR	PO0112051	MEAL/CPSI COURSE/K BLACKBURN	38.12
		<b>ADMINISTRATIVE SERVICES TOTAL</b>	<b>1,670.94</b>

**FUND 10 DEPT 110-HUMAN SERVICES**

AT&T DATA	PO0112051	IPAD DATA PLAN 3/13	30.00
J & P SUPPLY CO	PO0112051	TOILET PAPER/HAND TOWELS/BAGS	488.72
LOWES #00205*	PO0112051	LOCK/COUNTER CLEANER	99.48
PREHIRE SCREENING SERV	PO0112051	PRE EMPLOYMENT BACKGROUNDS (8)	299.50
VEND NET 3	PO0112051	MOTOR	29.26
		<b>HUMAN SERVICES TOTAL</b>	<b>946.96</b>

**FUND 10 DEPT 120-LEGAL**

AMAZON MKTPLACE PMTS	PO0112051	IPAD CASE (2)/DRY ERASE BOARD	186.97
AMER ASSOC NOTARIESWE	PO0112051	NOTARY BOND/NOTARY JOURNAL/C STEIN	83.85
AT&T DATA	PO0112051	IPAD DATA PLAN 3/13	25.00
ON THE SIDEWALK BAR AN	PO0112051	EMPLOYEE APPRECIATION/A SPRINGER	100.00
STAPLS9237744035000	PO0112051	CHAIRS (4)	399.96
WALKER STAMP & SEAL	PO0112051	NOTARY STAMP/C STEIN	31.50
		<b>LEGAL TOTAL</b>	<b>827.28</b>

**FUND 10 DEPT 140-SAFETY**

BUFFALO WILD WINGS	PO0112051	MEAL (2)/DOL MEETING	26.06
RAPID DETECT, INC	PO0112051	DRUG TESTING SUPPLIES	722.00
		<b>SAFETY TOTAL</b>	<b>748.06</b>

**FUND 10 DEPT 200-GENERAL GOVERNMENT**

AT&T DATA	PO0112051	IPAD DATA PLAN 3/13	125.00
BLAZE'S BBQ	PO0112051	MEAL/LUNCH MEETING/NEW COMMISSIONERS	64.34
CAFE GARCIA	PO0112051	MEAL/COMMISSION MEETING	275.00
SCHIEBERS DONUTS & DEL	PO0112051	MEAL/COMMISSION MEETING	136.00
WAL-MART #0499	PO0112051	DRINKS/COMMISSION MEETINGS	115.04
WAL-MART #0499	PO0112051	VENDING MACHINE SNACKS	79.84
		<b>GENERAL GOVERNMENT TOTAL</b>	<b>795.22</b>

**FUND 10 DEPT 210-TREASURY & BUDGET**

T-SHIRT & MONOGRAMMING	PO0112051	LOGO JACKETS (8)	304.84
		<b>TREASURY &amp; BUDGET TOTAL</b>	<b>304.84</b>

## PURCHASING CARD CLAIMS LIST

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**FUND 10 DEPT 240-WAREHOUSE**

FLAMING AUTO SUPPLY CO	PO0112051	V634 AIR FILTER	18.09
JUMBO FOODS	PO0112051	WATER/COFFEE/CREAMER	36.84
STAPLES 00106633	PO0112051	INK TONER /CALENDAR	292.97
<b>WAREHOUSE TOTAL</b>			<b>347.90</b>

**FUND 10 DEPT 250-INFORMATION TECHNOLOGY**

AMAZON MKTPLACE PMTS	PO0112051	IPAD CLEANING CLOTH/WIPES/STYLUS	44.29
AMAZON.COM	PO0112051	IPAD CLEANING SPRAY	40.90
AMERICAN 00106414495300	PO0112051	AIRFARE/NAGC COMM SCHOOL/D SILAS	545.40
AT&T DATA	PO0112051	IPAD DATA PLAN 3/13	55.00
COLORID*RIBBONS	PO0112051	ID BADGES	301.00
DRI*FARONICS	PO0112051	SOFTWARE	71.00
LIVEPERSON, INC	PO0112051	ONLINE CHAT/COE WEBSITE	159.00
WAL-MART #0499	PO0112051	HDMI CABLES	19.00
<b>INFORMATION TECHNOLOGY TOTAL</b>			<b>1,235.59</b>

**FUND 10 DEPT 300-COMMUNITY DEVELOPMENT**

KATYS PANTRY	PO0112051	MEAL/MAPC MEETING	67.95
<b>COMMUNITY DEVELOPMENT TOTAL</b>			<b>67.95</b>

**FUND 10 DEPT 400-ENGINEERING**

AMER SOC CIVIL ENGINEE	PO0112051	MEMBERSHIP DUES/J ORTIZ	20.00
AMERICAN 00171934839215	PO0112051	AIRFARE/WADC LEGISLATIVE TRIP/C GDANSKI	389.60
MS *MICROSOFT STORE	PO0112051	PROJECT SOFTWARE	589.99
<b>ENGINEERING TOTAL</b>			<b>999.59</b>

**FUND 10 DEPT 700-MANAGEMENT SERVICES**

AMERICAN 00171934839193	PO0112051	AIRFARE/WADC LEGISLATIVE TRIP/R CAMP	389.60
AQUA EXPRESS NORTH	PO0112051	CAR WASH	10.00
AT&T DATA	PO0112051	IPAD DATA PLAN 3/13	25.00
GRE*GMCR/KEURIG	PO0112051	COFFEE/CONFERENCE ROOM	221.00
ROCKHURST UNIVERSITY C	PO0112051	EXECUTIVE ASSISTANT SEMINAR/S DEL ANGEL	299.00
<b>MANAGEMENT SERVICES TOTAL</b>			<b>944.60</b>

**FUND 10 DEPT 710-VEHICLE MAINTENANCE**

AUTO BRITE QPS	PO0112051	INSTANT SHINE	114.00
FARMERS GRAIN 07053606	PO0112051	PROPANE	49.84
FLAMING AUTO SUPPLY CO	PO0112051	V627 TRAILER BALL	8.99
FLAMING AUTO SUPPLY CO	PO0112051	V636 CIRCUIT BOARD	32.99
FLAMING AUTO SUPPLY CO	PO0112051	V654 AIR FILTER	3.89
NAPA TRACS	PO0112051	ONLINE VEHICLE INFO 3/13	132.00
WAL-MART #0499	PO0112051	CELL PHONE CASE	35.92
<b>VEHICLE MAINTENANCE TOTAL</b>			<b>377.63</b>

**FUND 10 DEPT 730-PARKS**

ACE HARDWARE	PO0112051	DUPLICATE KEYS	16.68
AIRGAS CENTRAL	PO0112051	TORCH LIGHTER	12.32
ATW OF ENID # 01	PO0112051	THREADED ROD	14.99
AW BRUEGGEMANN CO	PO0112051	V940 WASHERS	30.80
BOB HOWARD PDC	PO0112051	V501 HOOD PULL CABLE	45.23
LOWES #00205*	PO0112051	EPOXY SEALER/ROUTER/CEMENT SEAL	677.13

**PURCHASING CARD CLAIMS LIST**

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P & K EQUIPMENT	PO0112051	V572 EXHAUST PIPE/RINGS	197.09
P & K EQUIPMENT	PO0112051	V583 POWERSHAFT SHIELD	62.86
SHERWIN WILLIAMS #7185	PO0112051	PAINT MIXER	33.53
WARREN CAT #13	PO0112051	V264 WASHER SEAL/FUEL PUMP/SHIMS	964.01
YELLOW HOUSE MACHINERY	PO0112051	V149 BOLTS	110.40
		<b>PARKS TOTAL</b>	<b>2,165.04</b>

**FUND 10 DEPT 740-STREET**

ALBRIGHT STEEL & WIRE	PO0112051	FLAT METAL	19.26
AT&T DATA	PO0112051	IPAD DATA PLAN 3/13	30.00
BOB HOWARD PDC	PO0112051	V107 DRIVESHAFT	743.17
CREATIVE TENT SOLUTION	PO0112051	GROUND SHELTER	888.20
NEW WORLD INTERNATIONA	PO0112051	V644 FENDER/LAMP ASSY/UPPER APRON	364.00
OREILLY AUTO 00001883	PO0112051	GREASE FITTINGS	14.98
P & K EQUIPMENT	PO0112051	V146 SWITCH	71.62
ROBERTS TRUCK CENTER	PO0112051	V112 WIPER ARM	43.71
ROBERTS TRUCK CENTER	PO0112051	V140 HEATER CORE	252.78
WESTERN SIZZLIN	PO0112051	MEAL (18)/EMPLOYEE APPRECIATION	326.27
YELLOW HOUSE MACHINERY	PO0112051	V149 ALTERNATOR	301.60
YELLOW HOUSE MACHINERY	PO0112051	V158 HEADLIGHT	120.17
		<b>STREET TOTAL</b>	<b>3,175.76</b>

**FUND 10 DEPT 750-TECHNICAL SERVICES**

ATW OF ENID # 01	PO0112051	DOUBLE TRAILER BALL MOUNT	49.80
AUTOZONE #0505	PO0112051	AIR CHUCK/HOSE CONNECTOR	6.97
BB MACHINE & SUPPLY IN	PO0112051	FAN BELT/BATTERIES	13.24
HOBBY-LOBBY #0008	PO0112051	SPRAY PAINT	15.98
J & P SUPPLY CO	PO0112051	TOWELS/CLEANER/SPONGES	263.12
LOWES #00205*	PO0112051	LIGHT/HEX KEYS/TAPE/KNOBS/BLADES	195.86
		<b>TECHNICAL SERVICES TOTAL</b>	<b>544.97</b>

**FUND 10 DEPT 900-LIBRARY**

754 THE ENID NEWS & EA	PO0112051	NEWSPAPER 1YR SUBSCRIPTION	142.00
ADVANCED WATER SOLUTIO	PO0112051	BOTTLED WATER	42.00
AMAZON MKTPLACE PMTS	PO0112051	DVDS (16)	144.25
AMAZON.COM	PO0112051	BOOKS (11)/DVDS (2)	215.37
BRADFORD INDUS SUPPLY	PO0112051	SNAP DISK LIMIT	17.97
CENTER POINT LARGE PRI	PO0112051	BOOKS (8)	172.56
COPIERS PLUS LLC	PO0112051	COPIER MAINTENANCE 1/13	392.14
DVA INC	PO0112051	DVDS (5)	56.22
HOBBY-LOBBY #0008	PO0112051	CROCHET HOOKS/NEEDLEARTS	28.97
HTTP GIMLET DOT US	PO0112051	ONLINE REFERENCE 3/13	10.00
JOANN STORE INTERNET	PO0112051	SPRING BREAK CRAFTS	22.21
LIBRARICA LLC	PO0112051	INTEGRATED ACCESS CONTROL SYSTEM	290.33
LOWES #00205*	PO0112051	DUCT TAPE/SHIM STOCK/PICTURE HANGERS	98.30
ORIENTAL TRADING CO	PO0112051	SEUSS PRIZES/BOOKMARKS/SEUSS BIRTHDAY	148.99
ORIENTAL TRADING CO	PO0112051	SPRING BREAK CRAFTS	77.48
RECORDED BOOKS	PO0112051	BOOKS (4)	387.15
REVELLMONOGRAM.COM-PRD	PO0112051	MODEL KITS (25)	73.22
SCHIEBERS DONUTS & DEL	PO0112051	MEAL/STAFF MEETING	25.70
STAPLES 00106633	PO0112051	COPY PAPER	77.17
STARBUCKS #10612 ENID	PO0112051	EMPLOYEE APPRECIATION	11.05
TCD*GALE	PO0112051	BOOKS (19)	143.19
THE READING WAREHOUSE,	PO0112051	BOXES (150)	267.50



## PURCHASING CARD CLAIMS LIST

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THYSSENKRUPP ELEV ORAC	PO0112051	ELEVATOR MAINTENANCE SERVICE 3/1-31/2013	228.89
WAL-MART #0499	PO0112051	SPRING BREAK CRAFTS	37.88
		<b>LIBRARY TOTAL</b>	<b>3,110.54</b>

**FUND 10 DEPT 955-CAPITAL REPLACEMENT**

ATW OF ENID # 01	PO0112051	E-1303 BALL MOUNT/HITCH PINS	131.96
BB MACHINE & SUPPLY IN	PO0112051	E-1303A PIN SHACKLES/GENERATORS	189.81
LOWES #00205*	PO0112051	E-1303A GENERATOR WATER HOSES	75.96
SOUTHWEST TRUCK PARTS	PO0112051	E-1303A ADJUSTABLE HITCH	65.77
STUART C IRBY	PO0112051	E-1303A TAPS/ WIRE NUTS/ TAPE/DEMO DRIVER	345.00
		<b>CAPITAL REPLACE TOTAL</b>	<b>808.50</b>

**FUND 20 DEPT 205-AIRPORT**

8008089000 PIONEERTELE	PO0112051	PHONE BILL 3/13	17.56
JAMIE'S BARNSTORMERS	PO0112051	MEALS/MILITARY PILOTS	152.54
WAL-MART #0499	PO0112051	MILITARY SNACKS	63.76
YP *FRMLY AT&T AD SOLS	PO0112051	ADVERTISEMENT	41.00
		<b>AIRPORT TOTAL</b>	<b>274.86</b>

**FUND 22 DEPT 225-GOLF**

AUTOPAY/DISH NTWK	PO0112051	DISH TV SERVICE 3/13	211.00
DOUBLETREE TULSA	PO0112051	LODGING/PGA MEETING/C LACK	186.00
SUDDENLINK-NAT'L SITE	PO0112051	INTERNET SERVICE 3/13	49.95
VINYLGUARD	PO0112051	VINYL GUARD/BUNKER RAKES	225.00
		<b>GOLF TOTAL</b>	<b>671.95</b>

**FUND 31 DEPT 230-UTILITY SERVICES**

O'REILLY AUTO 00001883	PO0112051	V371 WIPER BLADES/CRIMP TOOL	45.56
THE UPS STORE 5063	PO0112051	SHIPPING FEES	55.93
		<b>UTILITY SERVICES TOTAL</b>	<b>101.49</b>

**FUND 31 DEPT 760-SOLID WASTE**

ALBRIGHT STEEL & WIRE	PO0112051	V240 ANGLE IRON	41.45
AT&T DATA	PO0112051	IPAD DATA PLAN 3/13	30.00
BB MACHINE & SUPPLY IN	PO0112051	V213 SPRING	215.71
HOLTZ INDUSTRIES INC	PO0112051	V238 PROXY SWITCH	757.00
KATYS PANTRY	PO0112051	(CREDIT) OVERCHARGE	(16.50)
PAYPAL *AMERIMAX LL	PO0112051	IPAD STYLUS PEN (20)	31.50
RAINBOW SPORTS INC	PO0112051	V936 U-JOINT	23.95
ROBERTS TRUCK CENTER	PO0112051	V214 BLOCK HEATER	66.48
ROBERTS TRUCK CENTER	PO0112051	V235 DIPSTICK CAP	29.00
ROBERTS TRUCK CENTER	PO0112051	V236 CABLE	60.07
SOUTHWEST TRUCK PARTS	PO0112051	V213 MUD FLAPS	23.26
SOUTHWEST TRUCK PARTS	PO0112051	V236 BATTERY CABLE	10.45
		<b>SOLID WASTE TOTAL</b>	<b>1,272.37</b>

**FUND 31 DEPT 790-WATER DEPARTMENT**

ACE HARDWARE	PO0112051	HOSE REPAIR ENDS	7.96
ATW OF ENID # 01	PO0112051	HITCH LOCKS/TRAILER BALL MOUNT	514.87
FARMERS ELEV C07053697	PO0112051	HEX KEYS	11.25
USA BLUE BOOK	PO0112051	SENSAPHONE	381.84
		<b>WATER DEPARTMENT TOTAL</b>	<b>915.92</b>

## PURCHASING CARD CLAIMS LIST

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**FUND 31 DEPT 795-WASTEWATER MGMT. SERVICES**

ADVANCED WATER SOLUTIO	PO0112051	WATER COOLER RENTAL 3/13	49.00
AMAZON MKTPLACE PMTS	PO0112051	WATER DISTRIBUTION TEXTBOOK	78.94
AT&T DATA	PO0112051	IPAD DATA PLAN 3/13	50.00
ATW OF ENID # 01	PO0112051	CLEVIS PIN	44.84
DEPT OF ENV QUALITY	PO0112051	DEQ LICENSE FEE (4)	434.00
EXPEDIA*SALES FINAL	PO0112051	LODGING/DEQ CERTIFICATION TRAINING/J ORR	132.78
FLAMING AUTO SUPPLY CO	PO0112051	GEAR WRENCH	35.99
FLAMING AUTO SUPPLY CO	PO0112051	V339 OIL/HYDRAULIC FILTERS	62.57
FLAMING AUTO SUPPLY CO	PO0112051	V7127 AIR/OIL FILTERS	37.87
FLAMING AUTO SUPPLY CO	PO0112051	WRENCHES	70.98
LOCKE SUPPLY - WHC ENI	PO0112051	FILTERS	91.40
NOR*NORTHERN TOOL	PO0112051	PLIER/WRENCH/PRYBAR SETS	488.43
RIB CRIB 44	PO0112051	MEAL (5)\ASST WRF MEETING	83.80
SEARS ROEBUCK 2291	PO0112051	SAWZALL/DRIVER KIT	229.97
SEARS ROEBUCK 2291	PO0112051	V361 SOCKET SET	89.99
USA BLUE BOOK	PO0112051	SENSAPHONE	381.84
USPS 39282704133607748	PO0112051	SHIPPING FEES	7.57
STUART C IRBY	PO0112051	HEX KEYS/AMP METER	171.42
		<b>WASTEWATER MGMT. SERV. TOTAL</b>	<b>2,541.39</b>

**FUND 50 DEPT 505-911**

STAPLES 00106633	PO0112051	INK CARTRIDGES	95.97
		<b>911 TOTAL</b>	<b>95.97</b>

**FUND 51 DEPT 515-POLICE**

BOB HOWARD PDC	PO0112051	V2101 WINDOW REGULATOR	149.48
BOB HOWARD PDC	PO0112051	V23 WINDOW REGULATOR	67.29
FLAMING AUTO SUPPLY CO	PO0112051	V2013 SENSORS	190.96
FLAMING AUTO SUPPLY CO	PO0112051	V2174 AIR FILTER	6.19
FLAMING AUTO SUPPLY CO	PO0112051	V24 BRAKE PADS	59.99
LOVE S COUNTRY00002188	PO0112051	V96 FUEL/CLEET	35.00
OREILLY AUTO 00001883	PO0112051	MASK PAPER/MASKING TAPE/SHEETING	206.96
OREILLY AUTO 00001883	PO0112051	V2100 MICRO V-BELT	30.89
OREILLY AUTO 00001883	PO0112051	V23 BRAKE ROTORS/BRAKE PADS	227.65
OREILLY AUTO 00001883	PO0112051	V24 V-BELT/PULLEY	47.03
STAPLES 00106633	PO0112051	BATTERY BACKUP/SECURE VOICE	59.99
USPS 39282704133607748	PO0112051	SHIPPING FEES	5.16
		<b>POLICE TOTAL</b>	<b>1,086.59</b>

**FUND 52 DEPT 525-CIC**

STAPLES 00106633	PO0112051	PRINTER CARTRIDGES	171.98
		<b>CIC TOTAL</b>	<b>171.98</b>

**FUND 65 DEPT 655-FIRE**

AED SUPERSTORE	PO0112051	ELECTRODE PADS	110.00
BRAUMS #30	PO0112051	MEAL (2)/HAZMAT CLASS	8.18
CONCRETE SU	PO0112051	THROTTLE CATCH	20.20
CRACKER BARREL #205 FO	PO0112051	MEAL(2)/EVT CONFERENCE	26.69
DISCOUNTED LATEX G	PO0112051	EXAM GLOVES (5)	499.50
FAMILY DOLLAR #2065	PO0112051	SPONGES/SCOUR PADS	57.50
HEAT	PO0112051	EVT CONFERENCE/J BULLER	175.00
HOLIDAY INN EXPRESS HO	PO0112051	(CREDIT) SALES TAX REFUND	(14.40)

**PURCHASING CARD CLAIMS LIST**

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INT'L CODE COUNCIL INC	PO0112051	BOOKS (6)/BOOK TABS (3)	429.50
J & P SUPPLY CO	PO0112051	SOAP/TRASH CAN LINERS/TOWELS	170.62
JUMBO FOODS	PO0112051	COFFEE	287.64
LOWES #00205*	PO0112051	LASER MEASURING DEVICE	79.98
NFPA NATL FIRE PROTECT	PO0112051	MECHANIC BOOKS (2)	103.45
PAYPAL *PAYMENT	PO0112051	LAPTOP SCREEN	158.54
RADISSON HOTEL FORTH W	PO0112051	MEAL (6)/EVT CONFERENCE	66.73
REDNECK HEAVEN	PO0112051	MEAL (2)/EVT CONFERENCE	26.68
RILEY CENTER AT SOUTHW	PO0112051	FIRE CHAPLAIN CONFERENCE/T HOUSE	150.00
SUBWAY 00384388	PO0112051	MEAL (5)/EVT CONFERENCE	143.50
TAEVT	PO0112051	(CREDIT) REGISTRATION REFUND/J HAGER	(299.00)
TEXACO 0303884	PO0112051	V1099 FUEL/EVT CONFERENCE/J BULLER	56.43
WAL-MART #0499	PO0112051	STORAGE BOXES	16.35
WRIST-BAND COM	PO0112051	LANYARDS (100)	130.00
		<b>FIRE TOTAL</b>	<b>2,403.09</b>

**FUND 99 DEPT 995-EPTA**

COACH & EQUIPMENT MANU	PO0112051	V8558 REPLACEMENT MOTOR	72.35
FLAMING AUTO SUPPLY CO	PO0112051	V8557 BRAKE PADS/ROTORS	538.37
STAPLES 00106633	PO0112051	PROJECT BOARD/QUARTERLY CALENDAR BOARD	72.27
		<b>EPTA TOTAL</b>	<b>682.99</b>

**JP MORGANCHASE CLAIMS LIST TOTAL \$ 29,289.97**

## PURCHASE ORDER CLAIMS LIST

3/19/2013

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

01-00085	PITNEY BOWES	PO0112067	SOFTWARE	\$229.00
01-00542	GREAT PLAINS COOPERATIVE	PO0111861	UNLEADED FUEL/ST	\$24,698.00
01-00838	ROBERTS TRUCK CENTER, INC.	PO0111859	FILTER/ST	\$128.00
01-00917	HD SUPPLY WATERWORKS	PO0109363	WATER METERS/ST	\$16,680.15
01-00917	HD SUPPLY WATERWORKS	PO0109363	WATER METERS/ST	\$7,106.80
01-01338	J & P SUPPLY, INC.	PO0111850	SAFETY GLASSES/ST	\$565.60
01-01472	STAPLES ADVANTAGE	PO0111796	PAPER/BATTERIES/TISSUE/ST	\$341.17
01-01955	T-MOBILE USA, INC.	PO0111793	MONTHLY SERVICE 2/13	\$791.18
01-01955	T-MOBILE USA, INC.	PO0111794	MONTHLY SERVICE 2/13	\$2,669.65
01-02003	BARCO MUN PRODUCTS, INC.	PO0111948	BRACKETS/CAPS/ST	\$1,143.25
01-02264	BEST WAY, INC.	PO0111848	MARKING FLAGS/ST	\$4,215.87
01-03030	OKLAHOMA UNIFORM BUILDING CODE COM	PO0111900	OUBCC FEES 2/13	\$224.00
01-03315	RED ROCK DISTRIBUTING CO.	PO0111864	DIESEL/ST	\$24,222.94
01-03718	BUSINESS WORLD, INC.	PO0111733	COPIER MAINTENANCE 2/13	\$232.64
01-03965	WILSON, SHONDRA	PO0111994	REIMB/ADOPTION FEE	\$30.00
01-06019	FLAMING AUTO SUPPLY CO., INC.	PO0111849	BULBS/LAMPS/ST	\$131.96
01-13017	MUNN SUPPLY, INC.	PO0111853	OXYGEN/ACETYLENE/ST	\$71.21
01-15051	OK TAX COMMISSION	PO0112052	AIRPORT SALES TAX 2/13	\$52.98
01-15125	OK GAS & ELECTRIC	PO0111730	MONTHLY SERVICE 2/13	\$39,515.38
01-15125	OK GAS & ELECTRIC	PO0111789	MONTHLY SERVICE 2/13	\$310.12
01-15125	OK GAS & ELECTRIC	PO0111790	MONTHLY SERVICE 2/13	\$15,218.08
01-15125	OK GAS & ELECTRIC	PO0111791	MONTHLY SERVICE 2/13	\$1,530.24
01-15125	OK GAS & ELECTRIC	PO0112000	MONTHLY SERVICE 2/13	\$61,761.41
01-15125	OK GAS & ELECTRIC	PO0112001	MONTHLY SERVICE 2/13	\$863.53
01-15125	OK GAS & ELECTRIC	PO0112002	MONTHLY SERVICE 2/13	\$9,225.11
01-15127	OK NATURAL GAS	PO0111731	MONTHLY SERVICE 2/13	\$7,678.96
01-15127	OK NATURAL GAS	PO0111732	MONTHLY SERVICE 2/13	\$3,813.24
01-15127	OK NATURAL GAS	PO0111895	MONTHLY SERVICE 2/13	\$6,054.44
01-15132	O'REILLY AUTO PARTS, INC.	PO0111856	COIL/HEADLIGHT BEAM/ST	\$555.08
01-16004	PDQ PRINTING	PO0111801	STATIONARY/ST	\$340.00
01-16010	PIONEER TELEPHONE CO., INC.	PO0111910	MONTHLY SERVICE 3/13	\$1,249.05
01-19047	AT & T	PO0111760	MONTHLY SERVICE 3/13	\$8,367.36
01-23055	WHEATLAND ANIMAL CLINIC	PO0111928	REIMB/SPAY/NEUTER	\$5,772.00
01-50210	LOWE'S HOME CENTERS, INC.	PO0111851	BROOMS/FUEL CAN/ST	\$150.91
01-56300	TRUCK PRO, INC.	PO0111852	SAFETY FLAGS/ST	\$45.54
01-64080	AIRGAS	PO0111837	MASKS/MIG WIRE/WHEEL/ST	\$171.10
01-64080	AIRGAS	PO0111847	HARDHAT GUARDS/GLOVES/ST	\$300.53
01-67400	WESTEL	PO0111937	MONTHLY SERVICE 2/13	\$438.05
01-70950	COPIERS PLUS, INC.	PO0111734	COPIER MAINTENANCE 3/13	\$80.00
01-70950	COPIERS PLUS, INC.	PO0111909	COPIER MAINTENANCE 3/13	\$86.21
01-70950	COPIERS PLUS, INC.	PO0111909	COPIER MAINTENANCE 2/13	\$851.75
01-70950	COPIERS PLUS, INC.	PO0111935	COPIER MAINTENANCE 2/13	\$102.62
01-70950	COPIERS PLUS, INC.	PO0111971	COPIER MAINTENANCE 2/13	\$22.33
01-80246	ATWOODS	PO0111845	FLASHLIGHTS/ST	\$83.84
01-80343	FENTRESS OIL COMPANY, INC.	PO0111950	OIL/ST	\$1,452.86
01-80343	FENTRESS OIL COMPANY, INC.	PO0111950	ANTI FREEZE/ST	\$1,661.54
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0111835	COUPLINGS/ST	\$15.92
			<b>N.A. TOTAL</b>	<b>\$251,251.60</b>

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

01-00101	DAVID ALLEN MEMORIAL BALLPARK CORP	PO0111829	GO ENID CARDS	\$2,000.00
01-01163	ADVANCED WATER SOLUTIONS	PO0111787	WATER COOLER RENTAL 2/13	\$12.00
01-01783	JP MORGAN CHASE	PO0112051	CHASE PAYMENT	\$1,670.94
01-02790	GLOBAL SPECTRUM	PO0111981	SHARE ENID CARICATURE DESIGN	\$120.00
01-03650	A BETTER SIGN COMPANY	PO0111759	BUTTONS (200)	\$180.00
01-03773	RAPTOR MEDIA GROUP	PO0111274	VIDEO PROJECT	\$1,940.00
01-03955	BLACKBURN, KYLE	PO0111779	REIMB/MILEAGE/K BLACKBURN	\$336.74
01-03959	REDOAK BUSINESS PLANNING, LLC	PO0111800	COE SALES TAX ANALYZER	\$2,500.00
01-03962	LATITUDE 31, LLC	PO0111926	POWER POINT PRESENTATION	\$1,000.00
01-12077	M L ENTERPRISES, INC.	PO0111918	FLOAT SENSOR	\$92.00

01-16004	PDQ PRINTING	PO0111758	QUALITY OF LIFE POSTCARDS	\$602.00
01-16145	PETTY CASH	PO0111999	REIMB/MEAL/S KIME	\$174.00
01-16145	PETTY CASH	PO0111999	REIMB/MILEAGE/W BOX	\$153.84
01-16145	PETTY CASH	PO0111999	REIMB/MEAL/E BENSON	\$87.49
01-20048	T-SHIRT STORE, INC.	PO0111930	LOGO JACKETS (6)	\$169.99
01-49880	DELL MARKETING, LP	PO0112093	LAPTOP CASE	\$36.95
01-60600	ENID FLORAL & GIFTS	PO0111942	FLORAL ARRANGEMENT	\$52.95
01-72920	EAGLE MARKETING, INC.	PO0111828	ENID ON THE MOVE MAGAZINES	\$18,500.00
01-80203	CARRIER OKLAHOMA	PO0112097	HEATER COOLER	\$447.80
			<b>ADM. SERVICES TOTAL</b>	<b>\$30,076.70</b>

**FUND 10 DEPT 110 - HUMAN RESOURCES**

01-01783	JP MORGAN CHASE	PO0112051	CHASE PAYMENT	\$946.96
01-04082	THYSSENKRUPP ELEVATOR CORP.	PO0111812	ELEVATOR MAINT 3/13	\$243.40
01-04129	OK DEPT. OF CORRECTIONS	PO0112082	INMATE/VAN COSTS 2/13	\$651.34
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0111938	PRE EMPLOYMENT SCREENING (4)	\$180.00
01-51430	ENID P T PROFESSIONALS	PO0111917	PHYSICALS (6)	\$900.00
01-72030	EXPRESS PERSONNEL SERVICES, INC.	PO0111778	EMPLOYEE CLERICAL TESTING (3)	\$30.00
			<b>HUMAN RESOURCES TOTAL</b>	<b>\$2,951.70</b>

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

01-00981	SURGICAL ASSOCIATES OF ENID, INC	PO0111816	WC/MEDICAL	\$85.50
01-01284	MOORAD, AMAL E. MD.	PO0112047	WC/MEDICAL	\$516.76
01-01584	DJ ORTHOPEDICS, LLC.	PO0111802	WC/MEDICAL	\$75.00
01-01783	JP MORGAN CHASE	PO0112051	CHASE PAYMENT	\$827.28
01-02131	LEXISNEXIS	PO0112095	ONLINE MONTHLY SERVICE 2/13	\$946.00
01-02154	OAKTREE MEDICAL CENTER, PC	PO0112083	WC/MEDICAL	\$88.00
01-02307	ANNUITY TRANSFERS, LTD.	PO0111727	WC/ATTORNEY FEE	\$63.47
01-02307	ANNUITY TRANSFERS, LTD.	PO0111923	WC/ATTORNEY FEE	\$63.47
01-02568	MSC GROUP, INC.	PO0112079	WC/MEDICAL	\$103.72
01-03701	TYLER TECHNOLOGIES, INC.	PO0111934	COURT CASE MANAGEMENT	\$5,000.00
01-03811	MARK JAMES CAYWOOD, PLLC	PO0108987	R-0303D EASEMENT WILLOW WEST	\$2,184.09
01-03902	MCGIVERN & GILLIARD A PROFESSIONAL	PO0111806	WC/MEDICAL	\$556.00
01-03902	MCGIVERN & GILLIARD A PROFESSIONAL	PO0111913	WC/ATTORNEY FEE	\$2,319.03
01-03921	EXPRESS SCRIPTS, INC.	PO0111810	WC/MEDICAL	\$505.95
01-14026	NORTHWEST OK ORTHO CLINIC	PO0111911	WC/MEDICAL	\$1,751.43
01-16145	PETTY CASH	PO0112009	REIMB/MILEAGE/S CAMPBELL	\$75.70
01-16145	PETTY CASH	PO0112009	REIMB/FILING FEE/K CRAWFORD	\$150.70
01-16145	PETTY CASH	PO0112009	REIMB/COPIES/S CAMPBELL	\$3.00
01-19063	SECRETARY OF STATE/NOTARY	PO0111821	NOTARY BOND FEES	\$10.00
01-33380	OPFER, DAVID	PO0111728	WC/MEDICAL	\$253.89
01-33380	OPFER, DAVID	PO0111922	WC/MEDICAL	\$253.89
01-33380	OPFER, DAVID	PO0112045	WC/MILEAGE	\$374.00
01-52860	SURGERY CENTER OF ENID	PO0112048	WC/MEDICAL	\$1,956.04
01-80239	BASS OCCUPTIONAL HEALTH SERVICE	PO0112074	WC/MEDICAL	\$88.74
01-80239	BASS OCCUPTIONAL HEALTH SERVICE	PO0112075	WC/MEDICAL	\$131.95
01-80239	BASS OCCUPTIONAL HEALTH SERVICE	PO0112050	WC/MEDICAL	\$263.09
			<b>LEGAL SVCS. TOTAL</b>	<b>\$18,646.70</b>

**FUND 10 DEPT 140 - SAFETY**

01-01163	ADVANCED WATER SOLUTIONS	PO0111846	WATER COOLER RENTAL 2/13	\$18.50
01-01783	JP MORGAN CHASE	PO0112051	CHASE PAYMENT	\$748.06
			<b>SAFETY TOTAL</b>	<b>\$766.56</b>

**FUND 10 DEPT 200 - GENERAL GOV'T.**

01-01783	JP MORGAN CHASE	PO0112051	CHASE PAYMENT	\$795.22
01-02656	ROGGOW CONSULTING	PO0112053	CONSULTING/LOBBYIST SERVICE	\$4,000.00
01-03707	DOERNER, SAUNDERS, DANIEL & ANDERS	PO0112096	PROFESSIONAL LEGAL SERVICE	\$220.00

01-05134	ENID NEWS & EAGLE	PO0112030	PUBLICATION	\$378.45
01-05134	ENID NEWS & EAGLE	PO0112031	PUBLICATION	\$390.68
01-05134	ENID NEWS & EAGLE	PO0112032	PUBLICATION	\$2,758.50
01-16004	PDQ PRINTING	PO0111905	BUSINESS CARDS (3)	\$195.00
01-16145	PETTY CASH	PO0111998	REIMB/FILING FEE/A LACK	\$168.00
01-16147	PEGASYS	PO0106565	2012-13 PROGRAM FUNDING	\$15,416.66
01-41900	GARFIELD CO. ELECTION BOARD	PO0112058	POST ELECT EXPENSES	\$6,086.57
01-42400	AT & T	PO0111904	MONTHLY SERVICE 2/13	\$476.01
01-58150	MCAFFEE & TAFT	PO0111753	PROFESSIONAL SERVICES	\$6,712.55
			<b>GENERAL GOV'T. TOTAL</b>	<b>\$37,597.64</b>

**FUND 10 DEPT 210 - ACCOUNTING**

01-00085	PITNEY BOWES	PO0111811	POSTAGE METER INK	\$262.62
01-01163	ADVANCED WATER SOLUTIONS	PO0111788	WATER COOLER RENTAL 2/13	\$28.25
01-01472	STAPLES ADVANTAGE	PO0111796	STAPLES	\$4.98
01-01783	JP MORGAN CHASE	PO0112051	CHASE PAYMENT	\$304.84
01-16004	PDQ PRINTING	PO0111801	ENVELOPES	\$125.00
01-16006	PHILLIPS PRINTING, INC.	PO0112077	LASER CHECKS	\$129.50
01-16145	PETTY CASH	PO0111998	REIMB/MILEAGE/J GILBERT	\$224.33
			<b>ACCOUNTING TOTAL</b>	<b>\$1,079.52</b>

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

01-01472	STAPLES ADVANTAGE	PO0111796	TAPE	\$5.99
01-13089	MERRIFIELD OFFICE SUPPLY	PO0112033	FILE TABS	\$3.09
01-16145	PETTY CASH	PO0111998	REIMB/MILEAGE/L PARKS	\$45.20
			<b>RECORDS &amp; RECEIPTS TOTAL</b>	<b>\$54.28</b>

**FUND 10 DEPT 240 - WAREHOUSE**

01-01783	JP MORGAN CHASE	PO0112051	CHASE PAYMENT	\$347.90
			<b>WAREHOUSE TOTAL</b>	<b>\$347.90</b>

**FUND 10 DEPT 250 - INFORMATION TECHNOLOGY**

01-01783	JP MORGAN CHASE	PO0112051	CHASE PAYMENT	\$1,235.59
01-01972	TESSCO	PO0111140	MICROWAVE REPLACEMENT	\$1,500.00
01-02895	SOS SECURITY	PO0111171	FIREWALL SUPPORT/UPDATES	\$7,486.05
01-16145	PETTY CASH	PO0111998	REIMB/MILEAGE/J BROWN	\$70.57
			<b>INFORMATION TECHNOLOGY TOTAL</b>	<b>\$10,292.21</b>

**FUND 10 DEPT 300 - COMMUNITY DEVELOPEMENT**

01-01783	JP MORGAN CHASE	PO0112051	CHASE PAYMENT	\$67.95
			<b>COMMUNITY DEVELOPEMENT TOTAL</b>	<b>\$67.95</b>

**FUND 10 DEPT 350 - CODE ENFORCEMENT**

01-00092	CONSTRUCTION INDUSTRIES BOARD	PO0111780	BLDG INSPECTOR LICENSE/D DORRELL	\$35.00
01-01472	STAPLES ADVANTAGE	PO0111796	WIRELESS MOUSE	\$29.95
01-16145	PETTY CASH	PO0111997	REIMB/FILING FEES/A LACK	\$52.00
01-16145	PETTY CASH	PO0111997	REIMB/FILING FEES/V BURCHARDT	\$43.00
01-70950	COPIERS PLUS, INC.	PO0111863	COPIER MAINTENANCE 2/13	\$239.59
01-80324	C&M PRODUCTION GROUP, LLC	PO0111761	BOOTH RENTAL/HOME SHOW 4/13	\$325.00
			<b>CODE ENFORCEMENT TOTAL</b>	<b>\$724.54</b>

**FUND 10 DEPT 400 - ENGINEERING**

01-01783	JP MORGAN CHASE	PO0112051	CHASE PAYMENT	\$999.59
01-02520	PROFORMA	PO0111929	LOGO SHIRT/C GDANSKI	\$28.90
01-16004	PDQ PRINTING	PO0111762	BUSINESS CARDS/R HITT	\$65.00
01-16145	PETTY CASH	PO0111997	REIMB/LICENSE/C STREITBERGER	\$250.00
01-55120	QUILL CORPORATION, INC.	PO0112004	INKJET PAPER	\$95.38
<b>ENGINEERING TOTAL</b>				<b>\$1,438.87</b>

**FUND 10 DEPT 700 - MANAGEMENT SVCS.**

01-01458	INTERSTATE BATTERY SYSTEM OF SW OK	PO0111875	V688 BATTERY	\$98.75
01-01783	JP MORGAN CHASE	PO0112051	CHASE PAYMENT	\$944.60
01-02082	AT&T MOBILITY	PO0111908	MONTHLY SERVICE 2/13	\$361.78
<b>MANAGEMENT SVCS. TOTAL</b>				<b>\$1,405.13</b>

**FUND 10 DEPT 710 - FLEET MANAGEMENT**

01-01783	JP MORGAN CHASE	PO0112051	CHASE PAYMENT	\$377.63
01-20106	T & W TIRE, INC.	PO0111884	V617 TIRES	\$282.25
01-58740	STUART C. IRBY	PO0111887	LIGHT BULBS	\$12.06
<b>FLEET MANAGEMENT TOTAL</b>				<b>\$671.94</b>

**FUND 10 DEPT 730 - PARK**

01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0112018	STEEL/REBAR	\$42.62
01-01568	OAKWOOD POOL & SPAS, INC.	PO0112026	CHLORINE	\$75.00
01-01577	TAG AGENCY OF ENID	PO0112024	CDL LICENSE/B WRIGHT	\$41.50
01-01710	CIMARRON METALS, INC.	PO0112022	PLATE	\$43.20
01-01783	JP MORGAN CHASE	PO0112051	CHASE PAYMENT	\$2,165.04
01-02082	AT&T MOBILITY	PO0111908	MONTHLY SERVICE 2/13	\$97.42
01-02534	DeFNIC SOFTWARE & CONSULTING	PO0111755	SERVER/SOFTWARE	\$410.00
01-03107	CHEM-CAN SERVICES, INC.	PO0112023	PORTABLE TOILET RENTAL 2/13	\$226.60
01-03107	CHEM-CAN SERVICES, INC.	PO0112028	PORTABLE TOILET RENTAL 2/13	\$77.60
01-03389	HOL-MAC CORPORATION	PO0111874	V517 TOGGLE SWITCH	\$24.36
01-05005	ENID CONCRETE CO., INC.	PO0112017	CONCRETE	\$534.25
01-05010	ENID IRON & METAL CO., INC.	PO0112027	SCRAP METAL	\$168.30
01-06019	FLAMING AUTO SUPPLY CO., INC.	PO0112020	PULL ROPES (2)	\$639.98
01-08022	HUGHES LUMBER CO., LLC	PO0112019	SCREWS	\$31.47
01-10003	JANZEN OLDS-GMC, INC.	PO0111877	V506 DOOR HANDLE	\$47.64
01-12098	LAWSON PRODUCTS, INC.	PO0111878	BLADES/DRILL BIT/BOLTS	\$664.61
01-15083	OK CONTRACTORS SUPPLY	PO0111881	FITTINGS	\$60.50
01-19004	SHERWIN-WILLIAMS CO., INC.	PO0112025	CHIP BRUSH	\$74.76
01-23013	WAKO, INC.	PO0112094	FITTINGS	\$12.15
01-33220	ZALOUDEK, F. W.	PO0112014	BEARING/MUFFLER/LABOR	\$1,875.37
01-35300	UNIFIRST, INC.	PO0112021	SCRAPER/WIPERS/MAT	\$54.82
01-80246	ATWOODS	PO0112060	JEANS/D JOHN	\$59.94
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0112016	ROLLER/PAINTBRUSH/TRAY	\$62.10
<b>PARK TOTAL</b>				<b>\$7,489.23</b>

**FUND 10 DEPT 740 - STREET & TRAFFIC CONTROL**

01-00455	PATHMARK TRAFFIC PRODUCTS	PO0111883	BLANK SIGNS	\$1,150.00
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0111893	ANGLE	\$29.52
01-01783	JP MORGAN CHASE	PO0112051	CHASE PAYMENT	\$3,175.76
01-02003	BARCO MUN PRODUCTS, INC.	PO0111953	POST CAPS/CROSS PIECE	\$1,136.21
01-02534	DeFNIC SOFTWARE & CONSULTING	PO0111755	SERVER/SOFTWARE	\$410.00
01-03000	CARTER PAINT CO.	PO0111867	PAINT KIT	\$71.74
01-03942	SHERWIN-WILLIAMS COMPANY	PO0111569	TRAFFIC PAINT	\$4,350.50
01-04033	DOLESE BROTHERS CO., INC.	PO0111914	CRUSHER RUN	\$2,846.16
01-07030	GADES SALES CO., INC.	PO0111889	BACKPLATES	\$372.50
01-07030	GADES SALES CO., INC.	PO0111890	RELAY/TUNNEL VISOR	\$633.50

01-14004	NORTHCUTT CHEVROLET, INC.	PO0111880	V104 HANDLE/BEZEL	\$91.71
01-16145	PETTY CASH	PO0111997	REIMB/MEAL (12)/EMP APPRECIATION	\$128.66
01-30830	LOCKE SUPPLY, INC.	PO0111891	BALLASTS	\$112.86
01-58740	STUART C. IRBY	PO0111886	V106 BLADE CASSETTE	\$105.04
01-58740	STUART C. IRBY	PO0111886	FITTINGS	\$26.00
01-76250	LOGAN COUNTY ASPHALT COMPANY	PO0109805	PROLINE COLD PATCH	\$2,993.50
			<b>STREET &amp; TRAFFIC CONTROL TOTAL</b>	<b>\$17,633.66</b>

**FUND 10 DEPT 750 - MAINTENANCE & TECH SERVICES**

01-00092	CONSTRUCTION INDUSTRIES BOARD	PO0112013	LICENSE RENEWAL/T BUCKLEY	\$75.00
01-00878	BROWN'S SHOE FIT COMPANY	PO0111763	BOOTS/T BUCKLEY	\$171.00
01-01783	JP MORGAN CHASE	PO0112051	CHASE PAYMENT	\$544.97
01-02525	PAGE PLUS, INC.	PO0112003	MONTHLY SERVICE 3/13	\$8.97
01-80246	ATWOODS	PO0111765	COAT/D SMITH	\$84.99
01-80246	ATWOODS	PO0112060	JEANS/N RAMIREZ	\$55.98
01-80246	ATWOODS	PO0112060	JEANS/T BUCKLEY	\$59.96
			<b>MAINTENANCE &amp; TECH SERVICES TOTAL</b>	<b>\$1,000.87</b>

**FUND 10 DEPT 900 - LIBRARY**

01-01783	JP MORGAN CHASE	PO0112051	CHASE PAYMENT	\$3,110.54
01-03969	A RIFKIN CO.	PO0112061	LIBRARY TOTE	\$1,108.78
01-13017	MUNN SUPPLY, INC.	PO0111919	CYLINDER LEASE 3/13-3/14	\$60.00
01-13017	MUNN SUPPLY, INC.	PO0111919	CYLINDER REFILL	\$60.91
01-21044	UNITED SUPERMARKET	PO0111820	CANDY/DR SUESS PROGRAM	\$103.46
01-33950	HASTINGS BOOKS/MUSIC/VIDEO, INC.	PO0111819	BOOKS/DR SEUSS PROGRAM	\$129.59
01-57310	PURCHASE POWER	PO0112106	POSTAGE RESERVE	\$2,500.00
01-79370	SHOW ME BOOKS INC	PO0111818	BOOKS (53)	\$330.00
			<b>LIBRARY TOTAL</b>	<b>\$7,403.28</b>

**FUND 10 DEPT 950 - SALES TAX TRANS.**

01-03060	CENTRAL NATIONAL BANK	PO0112068	EMA SALES TAX TRANSFER 3/13	\$676,037.09
01-19099	SECURITY NATIONAL BANK	PO0112070	SCHOOL SALES TAX TRANSFER 3/13	\$99,426.95
01-77520	BANK OF OKLAHOMA, NA	PO0112069	SCHOOL BOND TAX TRANSFER 3/13	\$84,891.51
			<b>SALES TAX TRANS. TOTAL</b>	<b>\$860,355.55</b>

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

01-01783	JP MORGAN CHASE	PO0112051	CHASE PAYMENT	\$808.50
01-03521	TRIBRIDGE HOLDINGS, LLC	PO0111766	GP INTEGRATIONS	\$660.00
01-03521	TRIBRIDGE HOLDINGS, LLC	PO0111757	GP INTEGRATIONS	\$2,227.50
			<b>CAPITAL ASSETS &amp; PROJECTS TOTAL</b>	<b>\$3,696.00</b>

**FUND 12 DEPT 125 - SPECIAL PROJECT**

01-56090	K J PRODUCTIONS	PO0111939	PROFESSIONAL SERVICES	\$1,900.00
			<b>SPECIAL PROJECT TOTAL</b>	<b>\$1,900.00</b>

**FUND 14 DEPT 145 - HEALTH FUND**

01-01506	IRON WORKS FITNESS & TANNING	PO0112080	WELLNESS DOLLARS	\$100.00
01-01869	DEARBORN LIFE INSURANCE CO.	PO0112107	LIFE INS PREMIUM 2/13	\$2,347.02
01-25008	YMCA	PO0111774	WELLNESS DOLLAR (6)	\$570.00
01-64810	WORKSITE BENEFIT PLANS, INC.	PO0111896	TPA FEES 3/13	\$290.20
01-70870	FOCUS INSTITUTE, INC.	PO0111839	EAP MONTHLY SERVICE 2/13	\$1,233.33



01-78180	BLUE CROSS BLUE SHIELD OK	PO0111838	DENTAL FEES 2/13	\$1,817.92
01-78180	BLUE CROSS BLUE SHIELD OK	PO0111838	DENTAL CLAIMS 2/13	\$18,933.63
01-78180	BLUE CROSS BLUE SHIELD OK	PO0111838	HEALTH FEES 2/13	\$35,908.62
01-78180	BLUE CROSS BLUE SHIELD OK	PO0111838	HEALTH CLAIMS 2/13	\$438,510.75
			<b>HEALTH FUND TOTAL</b>	<b>\$499,711.47</b>

**FUND 20 DEPT 205 - AIRPORT**

01-00612	PHYSICIANS GROUP, LLC	PO0112046	WC/MEDICAL	\$131.83
01-01396	VAISALA	PO0112099	AWOS MAINTENANCE 3/13	\$341.64
01-01406	GUARANTEE ABSTRACT	PO0111795	PROPERTY PURCHASE ESCROW	\$8,600.00
01-01783	JP MORGAN CHASE	PO0112051	CHASE PAYMENT	\$274.86
01-02269	COBB ENGINEERING CO.	PO0107486	A-1301A RUNWAY EXTENSION	\$10,290.00
01-02269	COBB ENGINEERING CO.	PO0101605	AIP0252012 DRAINAGE IMPROVEMENT	\$1,500.00
01-02269	COBB ENGINEERING CO.	PO0107604	AIP0252012 DRAINAGE IMPROVEMENT	\$7,000.00
01-02994	FEDEX FREIGHT	PO0111770	SHIPPING FEES	\$40.69
01-03662	MXP ENID, LLC	PO0111993	DIESEL	\$862.30
01-03662	MXP ENID, LLC	PO0111993	GASOLINE	\$840.48
01-15132	O'REILLY AUTO PARTS, INC.	PO0111771	BATTERIES	\$353.97
01-23062	WATER ONE, INC.	PO0112101	RO RENTAL 2/13	\$47.00
01-23076	WING AERO PRODUCTS, INC.	PO0112100	FUEL TESTERS	\$81.52
01-23076	WING AERO PRODUCTS, INC.	PO0112103	SECTIONALS/CHARTS	\$384.69
01-35300	UNIFIRST, INC.	PO0112102	WIPERS/BAG/AIR FRESHENER	\$112.75
01-37230	HERITAGE ROOFING SYSTEMS, INC.	PO0111768	PROFESSIONAL SERVICES	\$300.00
01-37230	HERITAGE ROOFING SYSTEMS, INC.	PO0111772	PROFESSIONAL SERVICES	\$220.00
01-42160	DUSTY'S MOBILE LOCK & KEY SHOP	PO0112098	KEYS	\$58.00
01-42400	AT & T	PO0111904	MONTHLY SERVICE 2/13	\$255.42
01-47320	PERRY PUBLISHING CO	PO0111773	ADVERTISING	\$221.94
01-50210	LOWE'S HOME CENTERS, INC.	PO0112105	FLOOD LIGHT	\$41.94
01-58740	STUART C. IRBY	PO0112104	LIGHT (5)	\$80.50
			<b>AIRPORT TOTAL</b>	<b>\$32,039.53</b>

**FUND 22 DEPT 225 - GOLF**

01-00272	JUSTICE GOLF CAR CO., INC.	PO0112005	BATTERY	\$600.00
01-00272	JUSTICE GOLF CAR CO., INC.	PO0106619	GOLF CAR LEASE 3/13	\$1,560.00
01-01338	J & P SUPPLY, INC.	PO0111855	AIR FRESHENER	\$17.50
01-01783	JP MORGAN CHASE	PO0112051	CHASE PAYMENT	\$671.95
01-02446	JOHN DEERE FINANCIAL	PO0108629	ZTR MOWER 3/13	\$622.37
01-03735	PNC EQUIPMENT FINANCE	PO0109608	AERATOR LEASE 10/12-6/13	\$550.69
01-16145	PETTY CASH	PO0111997	REIMB/MILEAGE/C LACK	\$142.38
01-18010	R & R PRODUCTS, INC.	PO0112062	TINE HOLDER/CLAMP/BOLTS	\$1,135.72
01-38030	DAL SECURITY, INC.	PO0111854	BACKUP BATTERY	\$99.85
01-65460	ACTSHON PEST CONTROL	PO0112006	EXTERMINATING SERVICE 3/13	\$75.00
01-74350	NORCE	PO0111857	JANITORIAL SERVICES 2/13	\$383.04
01-76340	SOUTH CENTRAL GOLF, INC.	PO0111980	DIRECTORY ADVERTISING	\$650.00
01-80246	ATWOODS	PO0111979	BRUSH/WELDING ROD	\$45.97
01-80246	ATWOODS	PO0112060	BOOTS/B NASH	\$119.99
01-80246	ATWOODS	PO0112060	JEANS/L PRUITT	\$60.00
			<b>GOLF TOTAL</b>	<b>\$6,734.46</b>

**FUND 25 DEPT 255 - PARK**

01-03132	CDSA	PO0112049	WALK THIS WAY SPONSORSHIP	\$2,500.00
			<b>PARK TOTAL</b>	<b>\$2,500.00</b>

**FUND 30 DEPT 305 - ST. & ALLEY**

01-60230	RICK LORENZ CONSTRUCTION	PO0104603	R-1201A 2012 LOCAL STREET PROG <b>ST. &amp; ALLEY TOTAL</b>	\$59,548.74 <b>\$59,548.74</b>
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**FUND 31 DEPT 230 - UTILITY BILLING**

01-00917	HD SUPPLY WATERWORKS	PO0111945	CRIMPING TOOLS	\$39.50
01-01163	ADVANCED WATER SOLUTIONS	PO0111946	WATER COOLER RENTAL 2/13	\$16.25
01-01783	JP MORGAN CHASE	PO0112051	CHASE PAYMENT	\$101.49
01-20048	T-SHIRT STORE, INC.	PO0111947	LOGO SHIRTS (8)	\$233.44
			<b>UTILITY BILLING TOTAL</b>	<b>\$390.68</b>

**FUND 31 DEPT 760 - SOLID WASTE**

01-00146	CINTAS CORPORATION LOC. 624	PO0111746	SHOP TOWEL SERVICE 2/13	\$109.96
01-00146	CINTAS CORPORATION LOC. 624	PO0111882	SHOP TOWEL SERVICE 2/13	\$54.98
01-01458	INTERSTATE BATTERY SYSTEM OF SW OK	PO0111875	V158 BATTERIES	\$197.90
01-01783	JP MORGAN CHASE	PO0112051	CHASE PAYMENT	\$1,272.37
01-02021	B'S QUALITY DOOR, INC.	PO0111751	PROFESSIONAL SERVICES	\$221.10
01-02082	AT&T MOBILITY	PO0111908	MONTHLY SERVICE 2/13	\$113.47
01-02243	BB MACHINE & SUPPLY, INC.	PO0111748	HOSE STEM	\$61.38
01-02534	DeFNIC SOFTWARE & CONSULTING	PO0111755	SERVER/SOFTWARE	\$410.00
01-03022	CULLIGAN WATER CONDITION, INC.	PO0111735	BOTTLED WATER 2/13	\$6.00
01-03022	CULLIGAN WATER CONDITION, INC.	PO0111885	WATER COOLER RENTAL 2/13	\$20.50
01-03107	CHEM-CAN SERVICES, INC.	PO0111750	PORTABLE TOILET RENTAL 2/13	\$164.00
01-03880	STEPHENS, ELDON	PO0111924	WC/MEDICAL	\$1,440.75
01-03921	EXPRESS SCRIPTS, INC.	PO0111810	WC/MEDICAL	\$547.18
01-03968	WALLACE, RICHARD	PO0112044	WC/MILEAGE	\$89.56
01-04033	DOLESE BROTHERS CO., INC.	PO0111739	GRAVEL	\$544.49
01-04033	DOLESE BROTHERS CO., INC.	PO0111840	CRUSHER RUN	\$2,037.24
01-06019	FLAMING AUTO SUPPLY CO., INC.	PO0111869	BATTERY	\$228.99
01-07102	GARFIELD R W D #5	PO0111866	WATER USAGE 2/13	\$36.24
01-12098	LAWSON PRODUCTS, INC.	PO0111878	SCREWS	\$366.28
01-13089	MERRIFIELD OFFICE SUPPLY	PO0111747	TONER	\$147.99
01-13089	MERRIFIELD OFFICE SUPPLY	PO0111868	TONER	\$297.98
01-15132	O'REILLY AUTO PARTS, INC.	PO0111745	COMPOST SCREEN	\$22.47
01-15132	O'REILLY AUTO PARTS, INC.	PO0111865	SPARK PLUG	\$15.60
01-16145	PETTY CASH	PO0111996	REIMB/PENS/C RUNKLE	\$8.98
01-18116	RAMSEY'S WHAT EVER STORE	PO0111744	SCREWDRIVER SET/PLIERS/BLADES	\$39.00
01-19044	SCHEFFE PRESCRIPTION SHOPS, INC.	PO0111813	WC/MEDICAL	\$97.95
01-31350	ADVANCED FIRE EQUIPMENT	PO0111879	RECHARGE/GAUGE/NOZZLE	\$34.00
01-40180	WAY OUT WEST	PO0111764	JEANS/C NORDYKE	\$60.00
01-63741	CMI CORPORATION	PO0111870	V260 PUMP	\$2.18
01-64080	AIRGAS	PO0111749	GLOVES	\$19.16
01-78740	CONTINENTAL ANALYTICAL, INC.	PO0111736	SAMPLE ANALYSIS 2/13	\$112.85
01-80246	ATWOODS	PO0111876	ROLLER CHAIN	\$22.98
01-80246	ATWOODS	PO0111901	JEANS/B TINGLER	\$65.96
01-80343	FENTRESS OIL COMPANY, INC.	PO0111951	OIL	\$2,134.15
			<b>SOLID WASTE TOTAL</b>	<b>\$11,003.64</b>

**FUND 31 DEPT 790 - WATER DEPARTMENT**

01-01005	ALFALFA ELECTRIC COOPERATIVE	PO0111792	MONTHLY SERVICE 2/13	\$27,460.15
01-01178	ACCURATE, INC.	PO0111898	SAMPLE ANALYSIS 2/13	\$585.00
01-01178	ACCURATE, INC.	PO0111915	SAMPLE ANALYSIS	\$3,835.00
01-01338	J & P SUPPLY, INC.	PO0111897	CLEANER	\$29.65
01-01783	JP MORGAN CHASE	PO0112051	CHASE PAYMENT	\$915.92
01-02525	PAGE PLUS, INC.	PO0112003	MONTHLY SERVICE 3/13	\$8.98
01-02534	DeFNIC SOFTWARE & CONSULTING	PO0111755	SERVER/SOFTWARE	\$410.00
01-03269	MOSAIC CROP NUTRITION, LLC	PO0111252	HYDROFLORILIC ACID	\$12,246.00
01-16010	PIONEER TELEPHONE CO., INC.	PO0111894	MONTHLY SERVICE 2/13	\$105.00
01-16145	PETTY CASH	PO0111996	REIMB/CDL/J RANDALL	\$41.50
01-19047	AT & T	PO0111899	MONTHLY SERVICE 2/13	\$171.74

**WATER DEPARTMENT TOTAL****\$45,808.94****FUND 31 DEPT 795 - WASTE WATER MANAGEMENT SERVICES**

01-00447	FRONTIER EQUIP. SALES, LLC	PO0111873	V447 PUMP	\$932.50
01-00447	FRONTIER EQUIP. SALES, LLC	PO0111954	V447 PUMP FILTER	\$159.74
01-00917	HD SUPPLY WATERWORKS	PO0111945	TWO-WAY RADIO/REGISTER	\$426.54
01-01008	CED FT WORTH CREDIT	PO0111841	TIGHT BUFFER	\$1,300.00
01-01102	ATHEY LUMBER CO., INC.	PO0111742	CONCRETE SCREW	\$61.69
01-01178	ACCURATE, INC.	PO0111740	SAMPLE ANALYSIS 2/13	\$566.53
01-01178	ACCURATE, INC.	PO0111962	SAMPLE ANALYSIS 2/13	\$130.00
01-01476	NORTHERN SAFETY CO., INC.	PO0111741	SEALING TAPE	\$173.35
01-01476	NORTHERN SAFETY CO., INC.	PO0111961	GLOVES (20)	\$284.44
01-01783	JP MORGAN CHASE	PO0112051	CHASE PAYMENT	\$2,529.13
01-02021	B'S QUALITY DOOR, INC.	PO0111955	SERVICE CALL	\$88.50
01-02151	FORT BEND SERVICES	PO0106772	POLYMER	\$5,040.00
01-02534	DeFNIC SOFTWARE & CONSULTING	PO0111755	SERVER/SOFTWARE	\$820.00
01-03022	CULLIGAN WATER CONDITION, INC.	PO0111964	RO TANK RENTAL 2/13	\$99.00
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0111970	SCREWS/WASHER	\$30.62
01-03662	MXP ENID, LLC	PO0111978	DIESEL/OIL	\$1,831.59
01-03921	EXPRESS SCRIPTS, INC.	PO0111810	WC/MEDICAL	\$78.64
01-03946	ENID SURGICAL ANESTHESIA	PO0111912	WC/MEDICAL	\$2,349.91
01-03960	EAGLE IMAGING MANAGEMENT GROUP, LC	PO0111822	WC/MEDICAL	\$211.47
01-03961	CHARTIER,NATHAN W.	PO0111823	WC/MILEAGE	\$130.58
01-03967	COLDIRON, JACK D	PO0112042	WC/MILEAGE	\$59.94
01-04021	DENSE MECHANICAL CONTRACTORS, INC.	PO0111963	AIR FILTERS/BELT/LABOR	\$486.20
01-04033	DOLESE BROTHERS CO., INC.	PO0111739	CRUSHER RUN	\$332.22
01-04033	DOLESE BROTHERS CO., INC.	PO0111967	CRUSHER RUN	\$201.63
01-05012	ENID WINNELSON COMPANY, INC.	PO0111968	BALL VALVE/COUPLING/HEX	\$131.11
01-07036	GRAINGER, INC.	PO0111958	STORAGE RACK/DEODORIZER/WIPES	\$180.98
01-08022	HUGHES LUMBER CO., LLC	PO0111969	BOLTS/WASHER/SCREWS	\$23.54
01-12007	LUCKINBILL, INC.	PO0111781	PROFESSIONAL SERVICES	\$117.00
01-13089	MERRIFIELD OFFICE SUPPLY	PO0111965	BINDER	\$9.39
01-14118	NCL OF WISCONSIN	PO0111737	SETTLEOMETER KIT	\$291.57
01-15083	OK CONTRACTORS SUPPLY	PO0111881	METER SETTERS/FITTINGS	\$3,135.20
01-16145	PETTY CASH	PO0111996	REIMB/MILEAGE/G KENT	\$138.99
01-16145	PETTY CASH	PO0111996	REIMB/CDL/R GEE	\$42.50
01-16145	PETTY CASH	PO0111996	REIMB/SAFETY GLASSES/R GEE	\$197.20
01-18116	RAMSEY'S WHAT EVER STORE	PO0111744	BOLTS/SPRAY PAINT	\$42.25
01-18116	RAMSEY'S WHAT EVER STORE	PO0111957	V455 VALVE	\$24.95
01-20106	T & W TIRE, INC.	PO0111888	V361 TIRES	\$317.76
01-38030	DAL SECURITY, INC.	PO0111738	MONTHLY MONITORING 2/13	\$74.00
01-50210	LOWE'S HOME CENTERS, INC.	PO0111972	SANDER/SANDPAPER	\$102.58
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0111949	CHEMICAL/LABOR	\$53.81
01-51430	ENID P T PROFESSIONALS	PO0111824	WC/MEDICAL	\$550.39
01-51430	ENID P T PROFESSIONALS	PO0112040	WC/MEDICAL	\$561.20
01-51430	ENID P T PROFESSIONALS	PO0112041	WC/MEDICAL	\$319.81
01-56300	TRUCK PRO, INC.	PO0111956	V455 TRANSMISSION FLUID	\$135.99
01-56300	TRUCK PRO, INC.	PO0111976	TRANSMISSION ASSY/HYD PUMP	\$1,092.47
01-59250	USA BLUEBOOK	PO0111959	MANHOLE COVER	\$554.66
01-59250	USA BLUEBOOK	PO0111960	MONITORING SYSTEM/SLUDGE SET	\$1,793.62
01-59250	USA BLUEBOOK	PO0112108	POWER LIFT MAGNET	\$1,476.46
01-78740	CONTINENTAL ANALYTICAL, INC.	PO0111966	SAMPLE ANALYSIS 2/13	\$87.30
01-80020	GARFIELD COUNTY HEALTH DEPT.	PO0112012	HEP B VACCINES	\$103.00
01-80246	ATWOODS	PO0111765	JEANS/B HENRY	\$60.00
01-80246	ATWOODS	PO0111765	JEANS/C LOWDER	\$60.00
01-80246	ATWOODS	PO0111765	BOOTS/C LOWDER	\$119.99
01-80246	ATWOODS	PO0112060	BOOTS/J CARR	\$99.99
01-80246	ATWOODS	PO0112060	JEANS/COAT/P RUTZ	\$158.69
01-80246	ATWOODS	PO0112060	BOOTS/P RUTZ	\$119.99
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0111743	HAMMER	\$20.48
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0111952	MOUSE TRAPS/SOCKETS	\$50.22
<b>WASTE WATER MANAGEMENT SERVICES T</b>				<b>\$30,571.31</b>

**FUND 31 DEPT 956 - WATER CAP IMPROVEMENT**

01-00103	WARREN CAT, INC.	PO0111723	USED 2006 WHEEL SCRAPER	\$168,620.00
01-03156	BILL KNIGHT FORD	PO0109560	1 TON TRUCK	\$24,159.00
01-03954	TREEFROG DEVELOPMENT, INC.	PO0111726	IPAD CASES (40)	\$3,199.68
<b>WATER CAP IMPROVEMENT TOTAL</b>				<b>\$195,978.68</b>

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

01-00332	TRAVEL ENTERPRISE, INC.	PO0112091	AIRFARE/WASHINGTON/M COOPER	\$769.60
01-03799	VAUGHN, NATHANIEL	PO0111906	TEXTBOOK REIMBURSEMENT	\$200.00
01-03799	VAUGHN, NATHANIEL	PO0111932	TEXTBOOK REIMBURSEMENT	\$100.00
01-43101	NORTHWESTERN OK ST UNIVERSITY	PO0111936	TUITION REIMBURSEMENT	\$300.00
01-74730	NORTHERN OKLAHOMA COLLEGE	PO0111907	TUITION REIMBURSEMENT	\$1,200.00
<b>V.D.A. TOTAL</b>				<b>\$2,569.60</b>

**FUND 40 DEPT 405 - CAP. IMPROVEMENT**

01-01725	HOWELL & VANCUREN	PO0104074	P-1206A PARKS MASTER PLAN	\$1,004.00
01-03205	HEMBREE & HODGSON CONSTRUCTION, LL	PO0105732	M-1212A BUILDING ADDITION	\$6,974.00
01-03205	HEMBREE & HODGSON CONSTRUCTION, LL	PO0108220	M-1212A BUILDING ADDITION	\$5,390.00
01-03318	CARTER & ASSOCIATES COMMERCIAL SER	PO0101787	M-1109B PROGRAM MGMT SERVICES	\$22,965.42
01-03334	CONTINENTAL CONSTRUCTION	PO0106146	M-1201A PEDESTRIAN TRAIL	\$18,390.30
01-03439	NATIONAL CONSTRUCTION RENTALS, INC	PO0112059	M-1109B RENAISSANCE CONSTR FENCE	\$1,328.40
01-03484	W L MCNATT & CO	PO0104853	M-1109F CONVENTION HALL RENO	\$33,234.00
01-03484	W L MCNATT & CO	PO0106144	M-1109F CONVENTION HALL RENO	\$46,880.00
01-03484	W L MCNATT & CO	PO0107603	M-1109F CONVENTION HALL RENO	\$14,608.60
01-03485	KEY CONST OKLAHOMA, LLC	PO0101392	M-1109E EVENT CENTER	\$1,258,420.33
01-03926	TABOR, BARBARA L	PO0111308	R-1108B R/W 42ND ST/BOGGY CREEK	\$7,500.00
01-05050	ENVIROTECH	PO0107598	M-1207A PROFESSIONAL SERVICES	\$4,819.90
01-08060	HENSON CONSTRUCTION CO., INC.	PO0108815	P-1205A CAROUSEL HOUSE	\$65,667.04
01-50480	J J WESTHOFF CONSTRUCTION COMPANY	PO0109061	M-1207B CONSTRUCT CELLS	\$44,868.50
01-59840	TRAFFIC ENGINEERING CONSULTANTS,	PO0110044	R-1309A PROFESSIONAL SERVICES	\$3,308.00
01-59840	TRAFFIC ENGINEERING CONSULTANTS,	PO0110039	R-1309A PROFESSIONAL SERVICES	\$2,898.00
01-59840	TRAFFIC ENGINEERING CONSULTANTS,	PO0111920	R-1309A SIGNAL DESIGN/CLEVELAND	\$3,012.50
<b>CAP. IMPROVEMENT TOTAL</b>				<b>\$1,541,268.99</b>

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

01-03760	GARVER, LLC	PO0109932	S-0703E WRF DESIGN REVIEW	\$5,000.00
01-03808	ALAN PLUMMER ASSOCIATES, INC.	PO0110918	S-1303A WASTEWATER TREATMENT	\$1,292.00
01-05050	ENVIROTECH	PO0109811	S-1304A FLOW MONITORING/54TH	\$4,500.00
01-12007	LUCKINBILL, INC.	PO0111570	S-0703E WRF SLUDGE LINE	\$26,600.00
<b>SANITARY SEWER FUND TOTAL</b>				<b>\$37,392.00</b>

**FUND 43 DEPT 435 - STORMWATER FUND**

01-01783	JP MORGAN CHASE	PO0112051	CHASE PAYMENT	\$12.26
01-02736	BYRIN'S LAWN CARE	PO0111977	F-1305A STORM DRAIN/MADISON	\$2,400.00
01-03107	CHEM-CAN SERVICES, INC.	PO0111892	F1305A PORTABLE TOILET RENTAL 2/13	\$94.61
01-03970	LITTLE, JOSHUA STEVEN	PO0112081	F-1305A TREE TRIMMING/CHERRY	\$200.00
<b>STORMWATER FUND TOTAL</b>				<b>\$2,706.87</b>

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

01-02624	LAYNE CHRISTENSEN COMPANY	PO0105730	W-0906A WELL REPLACEMENT PRGM	\$173,136.80
01-02979	NOWAK CONSTRUCTION, INC.	PO0111130	W-1302A EMERGENCY WATERLINE	\$968,097.50
01-03682	LANDMARK STRUCTURES I, LP	PO0106347	W-0820A ELEVATED STORAGE TANK	\$369,550.80
01-03684	CB&I, INC.	PO0106357	W-0821A WATER STORAGE TANK	\$62,845.20
01-03760	GARVER, LLC	PO0107892	W-0820B PROFESSIONAL SERVICES	\$19,376.62
01-03963	CRABBS TRANSPORT, INC.	PO0111933	W-1302A UTILITY/ACCESS EASEMENT	\$4,500.00
01-12007	LUCKINBILL, INC.	PO0111769	W-1309A SERVICE LINE/BROADWAY	\$2,125.00
01-19037	STANDARD TESTING & ENGINEERING	PO0112007	W-0820A CYLINDER COMP TESTING	\$337.50
			<b>WATER CAP. IMPROVEMENT FUND TOTAL</b>	<b>\$1,599,969.42</b>

**FUND 50 DEPT 505 - 911**

01-01783	JP MORGAN CHASE	PO0112051	CHASE PAYMENT	\$95.97
01-03001	CUMMINS SOUTHERN PLAINS	PO0112008	GENERATOR MAINTENANCE 2/13	\$755.00
01-19047	AT & T	PO0111776	MONTHLY SERVICE 1/13	\$8.10
01-66190	AT&T	PO0111842	TRANSPORT SERVICES 2/13	\$1,329.48
01-66190	AT&T	PO0111843	MONTHLY SERVICE 2/13	\$17,281.46
			<b>911 TOTAL</b>	<b>\$19,470.01</b>

**FUND 51 DEPT 515 - POLICE**

01-01102	ATHEY LUMBER CO., INC.	PO0111808	SPACKLE	\$7.99
01-01458	INTERSTATE BATTERY SYSTEM OF SW OK	PO0111875	V2179 BATTERY	\$97.80
01-01472	STAPLES ADVANTAGE	PO0111752	INK REFILL/PENS	\$51.13
01-01783	JP MORGAN CHASE	PO0112051	CHASE PAYMENT	\$1,086.59
01-02082	AT&T MOBILITY	PO0111844	MONTHLY SERVICE 2/13	\$1,463.35
01-03000	CARTER PAINT CO.	PO0111867	V2010 PAINT	\$86.56
01-03453	SALTUS TECHNOLOGIES, LLC	PO0111940	DIGITALTICKET MAINTENACE 3/13	\$3,150.00
01-03921	EXPRESS SCRIPTS, INC.	PO0111810	WC/MEDICAL	\$11.96
01-03966	HANDLING, RYAN	PO0112015	REIMB/WRECKER FEE	\$183.54
01-04164	OK DEPT. OF PUBLIC SAFETY	PO0112087	OLETS USERS FEE	\$350.00
01-05067	ENID GLASSWORKS, INC.	PO0111872	V2006 WINDSHIELD	\$200.00
01-05162	EMBLEM ENTERPRISES INC	PO0111803	UNIFORM PATCHES	\$271.47
01-13089	MERRIFIELD OFFICE SUPPLY	PO0111807	PAPER/STAMP PAD	\$196.09
01-13089	MERRIFIELD OFFICE SUPPLY	PO0112092	PAPER	\$179.50
01-16004	PDQ PRINTING	PO0112072	TIME CARDS/NAME PLATE	\$78.00
01-16006	PHILLIPS PRINTING, INC.	PO0112071	RECEIPT BOOKS	\$223.00
01-16145	PETTY CASH	PO0111995	REIMB/REGISTRATION FEE/G FUXA	\$100.00
01-18022	RUSCO PLASTICS	PO0112084	NAMETAGS	\$31.75
01-19044	SCHEFFE PRESCRIPTION SHOPS, INC.	PO0111813	WC/MEDICAL	\$178.52
01-19044	SCHEFFE PRESCRIPTION SHOPS, INC.	PO0111903	INMATE MEDS	\$11.25
01-19044	SCHEFFE PRESCRIPTION SHOPS, INC.	PO0112086	INMATE MEDS	\$5.46
01-19044	SCHEFFE PRESCRIPTION SHOPS, INC.	PO0112089	RABIES VACCINE	\$609.57
01-20106	T & W TIRE, INC.	PO0111884	V410 TIRES	\$531.36
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0111938	CIC SCREENING (5)	\$100.00
01-42160	DUSTY'S MOBILE LOCK & KEY SHOP	PO0111871	V2031 REPAIR DOOR LOCK	\$20.00
01-46560	GROOM CLOSET	PO0111858	K9 DOG FOOD	\$35.52
01-46560	GROOM CLOSET	PO0112085	K9 DOG FOOD	\$71.02
01-48610	STITCHES AHEAD, INC.	PO0111860	UNIFORM SHIRTS (10)	\$140.00
01-50210	LOWE'S HOME CENTERS, INC.	PO0111809	RAGS/BLEND STICKS	\$120.38
01-65460	ACTSHON PEST CONTROL	PO0111862	EXTERMINATING SERVICE 2/13	\$40.00
01-70950	COPIERS PLUS, INC.	PO0111863	COPIER MAINTENANCE 2/13	\$324.00
01-70950	COPIERS PLUS, INC.	PO0112090	COPIER USAGE 2/13	\$262.54
01-75730	ELAM, JOE PHD	PO0111804	PSYCH EVALUATIONS (5)	\$400.00
01-78390	AFIX TECHNOLOGIES	PO0111941	SUPPORT RENEWAL 3/13	\$6,263.00
01-80020	GARFIELD COUNTY HEALTH DEPT.	PO0112012	HEP B VACCINES	\$55.00
01-80239	BASS OCCUPTIONAL HEALTH SERVICE	PO0112088	WC/MEDICAL	\$414.82
			<b>POLICE TOTAL</b>	<b>\$17,351.17</b>

**FUND 52 DEPT 525 - C.I.C.**

01-01783	JP MORGAN CHASE	PO0112051	CHASE PAYMENT	\$171.98
01-02082	AT&T MOBILITY	PO0111844	MONTHLY SERVICE 2/13	\$173.33
01-13089	MERRIFIELD OFFICE SUPPLY	PO0112092	DESK	\$895.00
			<b>C.I.C. TOTAL</b>	<b>\$1,240.31</b>

**FUND 60 DEPT 605 - CONFERENCE CENTER**

01-02034	OKLA. DEPT. OF LABOR	PO0111931	BOILER INSPECTION 2/13	\$50.00
01-03792	ENID DECOR BY KATE	PO0111777	RUGS/FURNISHING/TREES	\$1,592.41
01-15125	OK GAS & ELECTRIC	PO0112002	MONTHLY SERVICE 2/13	\$7,520.77
01-15127	OK NATURAL GAS	PO0111731	MONTHLY SERVICE 2/13	\$364.48
			<b>CONFERENCE CENTER TOTAL</b>	<b>\$9,527.66</b>

**FUND 65 DEPT 655 - FIRE**

01-00374	INTERNATIONAL ASSOCIATION OF ARSON	PO0111986	MEMBERSHIP FEE/B MOSS	\$75.00
01-00401	PUBLIC SAFETY CENTER, INC.	PO0111990	HOOD	\$45.30
01-00612	PHYSICIANS GROUP, LLC	PO0112043	WC/MEDICAL	\$88.74
01-00965	NORTHWEST SURGICAL HOSPITAL	PO0111831	WC/MEDICAL	\$736.14
01-01685	STEVENS REF & HTG, INC.	PO0112055	COMPRESSOR (2)	\$1,500.00
01-01685	STEVENS REF & HTG, INC.	PO0112066	COIL	\$1,879.00
01-01783	JP MORGAN CHASE	PO0112051	CHASE PAYMENT	\$2,403.09
01-02017	A. W. BRUEGGEMANN CO., INC.	PO0111985	BUSHING TOOL	\$53.53
01-02021	B'S QUALITY DOOR, INC.	PO0112065	GARAGE DOOR OPENER/RAILS	\$1,080.00
01-02526	PERRY MEMORIAL HOSPITAL	PO0112076	WC/MEDICAL	\$23.40
01-03622	TARCO INDUSTRIES, INC.	PO0111991	GEAR PULLER	\$490.95
01-03879	CURRIER, JOHN	PO0111729	WC/MEDICAL	\$323.00
01-03887	CURRIER, JOHN	PO0111814	WC/MILEAGE	\$134.47
01-03921	EXPRESS SCRIPTS, INC.	PO0111810	WC/MEDICAL	\$194.23
01-03925	CASE MANAGEMENT SOLUTIONS	PO0111805	WC/MEDICAL	\$602.25
01-03977	AMER INTRAOPERATIVE MONITORING	PO0112109	WC/MEDICAL	\$1,431.60
01-06019	FLAMING AUTO SUPPLY CO., INC.	PO0111982	V1039 OIL FILTER/SOCKET SET	\$25.16
01-16004	PDQ PRINTING	PO0111988	TRAINING MAPS (5)	\$230.00
01-16006	PHILLIPS PRINTING, INC.	PO0111989	LABELS/FORMS	\$262.25
01-16145	PETTY CASH	PO0111995	REIMB/MEAL/W BURKHART	\$18.56
01-16145	PETTY CASH	PO0111995	REIMB/EMT LICENSE/R GUERRERO	\$85.00
01-16145	PETTY CASH	PO0111995	REIMB/EMT LICENSE/J HENSON	\$85.00
01-16145	PETTY CASH	PO0111995	REIMB/TRAINING SUPPLIES	\$7.78
01-19235	SOUTHWEST TRUCK PARTS, INC.	PO0112063	V1039 BRAKE ASSY	\$1,659.70
01-19235	SOUTHWEST TRUCK PARTS, INC.	PO0112063	V1029 WIIPER BLADES	\$21.24
01-19235	SOUTHWEST TRUCK PARTS, INC.	PO0112063	V1040 BRAKE KIT	\$1,935.18
01-20106	T & W TIRE, INC.	PO0112064	V1029 TIRES	\$1,960.24
01-20108	TOTAL COM, INC.	PO0112054	MOBILE RADIO (5)	\$2,975.00
01-23012	WAYEST SAFETY, INC.	PO0111754	RECEIVER KIT/CHARGING SYSTEM	\$1,672.91
01-23012	WAYEST SAFETY, INC.	PO0111992	POUCH	\$287.29
01-25008	YMCA	PO0112029	LIFEGUARD CLASS (5)	\$825.00
01-31350	ADVANCED FIRE EQUIPMENT	PO0111983	F/E SERVICE 3/13	\$83.75
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0111782	SCREENING	\$36.00
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0111938	SCREENING (8)	\$2,622.00
01-55160	BOUND TREE MEDICAL, LLC	PO0111984	BANDAGES/RESCUE BAGS	\$192.10
01-56090	K J PRODUCTIONS	PO0112056	PROFESSIONAL SERVICES	\$1,250.00
01-58740	STUART C. IRBY	PO0111987	LIGHT FIXTURES (3)	\$456.87
01-80287	STILLWATER RADIOLOGY INC	PO0112078	WC/MEDICAL	\$15.77
			<b>FIRE TOTAL</b>	<b>\$27,767.50</b>

**FUND 82 DEPT 000 - CLEET**

01-02587	OK BUREAU OF NARCOTICS	PO0112034	MONTHLY REIMB 2/13	\$5.00
01-03274	CLEET	PO0112035	MONTHLY REIMB 2/13	\$7,052.71

01-55470	OK STATE BUREAU INVESTIGATION	PO0112036	MONTHLY REIMB AFIS 2/13	\$3,891.66
01-55470	OK STATE BUREAU INVESTIGATION	PO0112036	MONTHLY REIMB FORENSIC 2/13	\$3,741.87
			<b>CLEET TOTAL</b>	<b>\$14,691.24</b>

**FUND 99 DEPT 995 - EPTA**

01-01163	ADVANCED WATER SOLUTIONS	PO0111784	WATER COOLER RENTAL 2/13	\$28.25
01-01783	JP MORGAN CHASE	PO0112051	CHASE PAYMENT	\$72.27
01-01783	JP MORGAN CHASE	PO0112051	CHASE PAYMENT	\$610.72
01-05134	ENID NEWS & EAGLE	PO0111943	ADVERTISEMENT	\$325.00
01-15127	OK NATURAL GAS	PO0111785	MONTHLY SERVICE 2/13	\$390.54
01-16004	PDQ PRINTING	PO0111783	BUSINESS CARDS/M ANZALONE	\$65.00
			<b>EPTA TOTAL</b>	<b>\$1,491.78</b>

**FUND 70 DEPT 705 - CDBG**

70-01397	EPTA	PO0111836	B-12(374) EPTA BUS PASS	\$1,690.00
70-02561	COMBS CONSTRUCTION	PO0111834	B-11(362) ROOF REPAIR	\$8,187.00
70-03132	CDSA	PO0111830	B-11(363) HOUSING ER/BR	\$3,790.18
70-03132	CDSA	PO0111830	B-11(367) HOME	\$2,994.77
70-03132	CDSA	PO0112057	B-11(363) HOUSING ER/BR	\$4,839.92
70-03319	SANDBOX LEARNING CENTER	PO0111833	B-12(372) SANDBOX ADA	\$1,500.00
70-49130	BOOKER-T WASHINGTON CENTER	PO0111756	B-12(373) BTW AFTER SCHOOL	\$997.69
70-49130	BOOKER-T WASHINGTON CENTER	PO0112010	B-12(373) BTW AFTER SCHOOL	\$905.13
			<b>CDBG TOTAL</b>	<b>\$24,904.69</b>

**COMBINED BREAKDOWN OF TOTALS**

EMA	\$283,343.27
EEDA	\$0.00
REMAINING FUNDS	\$5,158,147.25
<b>TOTAL CLAIMS</b>	<b>\$5,441,490.52</b>