

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

### **BOARD OF COMMISSIONERS**

### NOTICE OF REGULAR MEETING

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

Notice is hereby given that the Mayor and Board of Commissioners of the City of Enid, Oklahoma, the Trustees of the Enid Municipal Authority, a Public Trust, and the Trustees of the Enid Economic Development Authority, a Public Trust, will meet in regular session at 6:30 p.m. on the 16<sup>th</sup> day of July, 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 REGULAR SESSION OF JULY 2, 2013.
- 5. AWARDS, PRESENTATIONS, AND ORGANIZATIONAL BUSINESS.
  - 5.1 PRESENT PET AVAILABLE FOR ADOPTION AT THE CITY ANIMAL SHELTER.
- 6. HEARINGS.
  - 6.1 NONE.

- 7. COMMUNITY DEVELOPMENT.
  - 7.1 NONE.
- 8. ADMINISTRATION.
  - 8.1 CONSIDER A RESOLUTION AMENDING THE 2013-2014 BUDGET BY **ADDITIONAL APPROPRIATING FUNDS** IN THE **AMOUNT** OF \$12,610,286.34 TO INCREASE THE 2013-2014 **APPROPRIATED** AMOUNTS FOR PRIOR YEAR ENCUMBRANCES OUTSTANDING AS OF JUNE 30, 2013, FOR THE CITY OF ENID, OKLAHOMA.

<u>BACKGROUND</u>: This is a companion to Item 12.1 and is considered every year for approval. As of June 30, 2013, \$12,610,286.34 in outstanding encumbrances remained, and were accounted for, but not yet completed in Fiscal Year 2012-2013. The encumbrances are for capital items in the General, Street and Alley, Capital Improvement, Street Improvement, Sanitary Sewer, Stormwater, Water Capital Improvement, and the Enid Event Center and Convention Hall funds. These items were previously approved by the Commission. The amount is lower than the previous two (2) years as many large capital projects have been or are near completion.

The money reserved for these encumbrances remains in the fund balances of the respective funds, and is available for appropriation. The Fiscal Year 2013-2014 Budget does not include these encumbrances, but only the budgeted expenditures for the new fiscal year. Therefore, the rollover encumbrances as of June 30, 2013, must be appropriated according to the attached resolution.

<u>2013-2014 BUDGETED ITEM:</u> No. This amendment will increase funding for prior year encumbrances.

**FUNDING SOURCE:** Not applicable.

**ATTACHMENTS**: Resolution and Encumbrance List.

**RECOMMENDATION**: Approve Resolution.

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

8.2 CONSIDER A RESOLUTION AMENDING THE 2013-2014 AIRPORT FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$340,000.00 TO INCREASE THE 2013-2014 APPROPRIATED AMOUNTS FOR THE AIRPORT DEPARTMENT.

<u>BACKGROUND</u>: This is a companion to Item 8.3. The offer to purchase Hangar No. 2 at Enid Woodring Regional Airport from the Revocable Inter Vivos Trust of Harold G. Hamm dated April 23, 1884, was tabled at the

Regular Commission meeting on March 19, 2013, pending receipt of a formal appraisal.

Hangar No. 2 is currently owned by the Revocable Inter Vivos Trust of Harold G. Hamm. It was built in approximately 1983, has 10,000 square feet of hangar space capable of sheltering multiple aircraft, and 4,000 square feet of recently remodeled office/storage space including three baths. It could be leased as a complete facility to one tenant, or piecemeal to several. The owner has offered to sell it to the City of Enid for \$335,000. The appraisal considers the property value from two points of view:

- 1. INCOME APPROACH: This method considers hangar value purely from an investor's point of view. Using the current rental rates with the entire hangar leased, it would yield an annual net income of \$23,800. This approach results in the following payoff periods:
  - a. 10-year payoff period would net \$235,000.
  - b. 14-year payoff period would net \$333,000.
  - c. 20-year payoff period would net \$476,000.
- 2. SALES COMPARISON/COST APPROACH: This method represents what the hangar would cost to build today depreciated based on its age and integrating a comparison of similar hangar sales at similar airports. The appraised value is \$380,000.

This item will appropriate \$340,000 (Hangar No. 2 purchase plus closing costs) in the Airport Fund from the Enid Economic Development Authority (EEDA), and has already been approved in the EEDA Budget.

<u>2013-2014 BUDGETED ITEM:</u> No. This item appropriates funding in the Airport Fund.

<u>FUNDING SOURCE</u>: Transfer from the Enid Economic Development Authority to the Airport Fund.

**ATTACHMENTS**: Resolution.

**RECOMMENDATION**: Approve Resolution.

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

8.3 REMOVE FROM THE TABLE, AND CONSIDER AN OFFER TO PURCHASE HANGAR NO. 2 AT ENID WOODRING REGIONAL AIRPORT FROM THE REVOCABLE INTER VIVOS TRUST OF HAROLD G. HAMM DATED APRIL 23, 1884.

**BACKGROUND**: This is a companion to Item 8.2.

**2013-2014 BUDGETED ITEM**: No.

<u>FUNDING SOURCE</u>: Enid Economic Development Authority.

ATTACHMENTS: None.

**RECOMMENDATION**: Remove from the table, and consider purchase of Hangar No. 2 in the amount of \$335,000.

PRESENTER: Dan Ohnesorge, Woodring Regional Airport Director.

8.4 CONSIDER A RESOLUTION WITH EMERGENCY AUTHORIZING THE CITY ATTORNEY TO LEVY AGAINST THE TAX ROLLS A JUDGMENT OF THE WORKERS' COMPENSATION COURT OF THE STATE OF OKLAHOMA, ENTERED IN FAVOR OF RUSSELL W. HERRING IN THE AMOUNT OF \$47,685; APPROVING AN AGREEMENT ACKNOWLEDGING SUCH JUDGMENT, PROVIDING FOR THE PAYMENT OF SUCH JUDGMENT IN EXCHANGE FOR THE CITY'S PROMISE TO REPAY SUCH JUDGMENT FROM COLLECTED TAX LEVIES.

BACKGROUND: This is a companion to Item 12.2. Russell W. Herring was a Heavy Equipment Operator with the Street and Traffic Operations Department. On November 30, 2006, he injured his back while changing a grader blade. This injury resulted in multiple surgeries to his back. Mr. Herring no longer works for the City of Enid and lives out of state. The case was decided by the Worker's Compensation Court on June 21, 2013, and Mr. Herring was awarded \$47,685 with continuing medical maintenance to be reevaluated in one year.

**2013-2014 BUDGETED ITEM:** No.

FUNDING SOURCE: Tax Rolls.

**ATTACHMENTS**: Resolution and Acknowledgment of Judgment.

<u>RECOMMENDATION:</u> Approve Resolution and Agreement with Emergency.

<u>PRESENTER:</u> Andrea Chism, City Attorney.

8.5 CONSIDER PAYMENT OF PEGASYS' RELOCATION EXPENSES UP TO \$240,000.

BACKGROUND: The City of Enid has a franchise agreement with PEGASYS to provide relocation expenses from its current location. PEGASYS plans to relocate to the basement of the Community Development Support Association (CDSA) building. Commissioners approved \$240,000 in the General Fund General Government Department for these expenses. City staff recommends reimbursing PEGASYS up to \$240,000 to relocate and pay the expenses as they are incurred.

2013-2014 BUDGETED ITEM: Yes.

FUNDING SOURCE: General Fund.

ATTACHMENTS: None.

<u>RECOMMENDATION</u>: Authorize reimbursement of PEGASYS' relocation expenses as they are incurred and submitted to the City of Enid up to a maximum of \$240,000.

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

### 9. CONSENT.

9.1 CANCEL A \$98,346.82 ENCUMBRANCE WITH SUNOCO, INC., ENID, OKLAHOMA, REMAINING FROM THE WILLOW AND OAKWOOD INTERSECTION IMPROVEMENT PROJECT, R-0302A.

<u>BACKGROUND</u>: On June 15, 2010, Purchase Order P0090248 was issued in the amount of \$98,346.82 to reimburse Sunoco, Inc. for relocating its pipeline to accommodate the widening of the intersection at Willow and Oakwood roads. The intersection was completed in March 2012. Sunoco, Inc. has not billed the City of Enid, nor does the City of Enid show any payments to Sunoco, Inc.

The City of Enid has met State statute requirements addressing publication of notices and the associated durations for outstanding claims against the City. The remaining \$98,346.82 is no longer required, and approval of this item will authorize cancellation of the encumbrance.

2013-2014 BUDGETED ITEM: Not applicable.

**FUNDING SOURCE**: Not applicable.

**ATTACHMENTS:** None.

<u>RECOMMENDATION</u>: Approve cancellation of the \$98,346.82 encumbrance with Sunoco, Inc.

**PRESENTER:** Christopher Gdanski, Director of Engineering Services.

9.2 CANCEL A \$30,560.42 ENCUMBRANCE WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION REMAINING FROM THE SOUTHGATE ROAD IMPROVEMENT PROJECT, R-0409A.

<u>BACKGROUND</u>: On December 16, 2006, Purchase Order P0060143 was issued in the amount of \$87,987.99 for the City of Enid's portion of the Southgate Road Improvement Project constructed by the Oklahoma Department of Transportation (ODOT). The improvement was from Van

Buren Street to Cleveland Street and from Southgate Road to the Vance Air Force Base entrance.

A final billing was received from the ODOT and paid in the amount of \$57,427.57 on August 18, 2009. The remaining \$30,560.42 is no longer required, and approval of this item will authorize its cancellation.

2013-2014 BUDGETED ITEM: Not applicable.

**FUNDING SOURCE**: Not applicable.

**ATTACHMENTS**: None.

<u>RECOMMENDATION</u>: Approve cancellation of the \$30,560.42 encumbrance with the ODOT for the Southgate Road Improvement Project, R-0409A.

**PRESENTER:** Christopher Gdanski, Director of Engineering Services.

9.3 ACCEPT AND APPROVE THE AUDIT ENGAGEMENT LETTER FOR THE YEAR ENDED JUNE 30, 2013, WITH THE INDEPENDENT AUDITOR, COLE & REED, P.C., OKLAHOMA CITY, OKLAHOMA, FOR THE CITY OF ENID, OKLAHOMA, AND ITS RELATED AUTHORITIES.

<u>BACKGROUND:</u> Cole & Reed, P.C. was selected as the auditor for the City of Enid at the July 2, 2013, Regular Commission meeting. This audit engagement letter is presented for approval to begin the 2013 Audit. The professional auditing fees will be \$63,000 plus actual out-of-pocket expenses estimated to be \$5,000 or less. The City of Enid and its Authorities are included in the scope of the Audit, and the Audit will be completed by December 31, 2013.

2013-2014 BUDGETED ITEM: Yes.

<u>FUNDING SOURCE</u>: General Fund and Enid Public Transportation Authority.

<u>ATTACHMENTS</u>: Independent Auditor's Engagement Letter for the year ended June 30, 2013, and Pre-Audit Communication Letter.

<u>RECOMMENDATION</u>: Accept and approve the Audit Engagement Letter with Cole & Reed, P.C.

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

9.4 APPROVE AND EXECUTE LOCAL FUNDING PROGRAM CONTRACTS WITH LEONARDO'S DISCOVERY WAREHOUSE & ADVENTURE QUEST, PEGASYS, YOUTH AND FAMILY SERVICES OF NORTH CENTRAL OKLAHOMA, BOOKER T. WASHINGTON COMMUNITY CENTER, AND MAIN STREET ENID.

<u>BACKGROUND:</u> In accordance with the Okla. Const. Art. 10, §§ 14 and 17, the Mayor and Board of Commissioners of the City of Enid found that the above local programs met and served a proper public purpose and made appropriations for the local programs in the City of Enid's Fiscal Year 2013-2014 Budget. The City of Enid desires to set forth the terms and conditions with which the local programs shall comply in order to receive funding. Funding allocations are as follows:

- Leonardo's \$25,000
- PEGASYS \$185,000
- Youth and Family Services \$7,000
- Booker T. Washington \$15,000
- Main Street Enid \$75,000

2013-2014 BUDGETED ITEM: Yes.

FUNDING SOURCE: General Fund.

**ATTACHMENTS**: Contracts.

**RECOMMENDATION:** Approve and execute contracts.

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

9.5 AWARD AND EXECUTE THE PURCHASE OF TEN POLICE VEHICLES IN THE AMOUNT OF \$335,230 FROM BOB MOORE FORD, OKLAHOMA CITY, OKLAHOMA.

<u>BACKGROUND</u>: New police vehicles were budgeted for \$341,500. These vehicles will replace ten older higher mileage vehicles in the current fleet. The vehicles will be purchased at the state contract price from Bob Moore Ford. Ford no longer produces the Crown Victoria, and the replacement is the Ford Interceptor SUV. The SUV offers more cargo space, is all wheel drive, is more comfortable, and safer for the officer. The total price is \$335,230.

**2013-2014 BUDGETED ITEM:** Yes.

FUNDING SOURCE: Police Fund.

**ATTACHMENTS**: None.

<u>RECOMMENDATION</u>: Approve purchase of ten new police vehicles from Bob Moore Ford in the amount of \$335,230.

PRESENTER: Brian O'Rourke, Police Chief.

9.6 APPROVAL OF CLAIMS IN THE AMOUNT OF \$2,240,666.10.

**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 2013-2014 FISCAL FINANCIAL PLAN FOR THE ENID MUNICIPAL AUTHORITY IN THE AMOUNT OF \$539,707.27 FOR PRIOR YEAR ENCUMBRANCES OUTSTANDING AS OF JUNE 30, 2013.

**BACKGROUND**: This is a companion to Item 8.1.

<u>2013-2014 BUDGETED ITEM:</u> No. This is the budget amendment to increase funding.

**FUNDING SOURCE:** Enid Municipal Authority.

<u>ATTACHMENTS</u>: Resolution and Encumbrance Rollover List are found under item 8.1.

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

12.2 CONSIDER AN AGREEMENT ACKNOWLEDGING AND PROVIDING FOR THE PAYMENT OF THE JUDGMENT OF THE WORKERS' COMPENSATION COURT OF THE STATE OF OKLAHOMA ENTERED IN FAVOR OF RUSSELL W. HERRING.

**BACKGROUND:** This is a companion to Item 8.4.

**2013-2014 BUDGETED ITEM:** No.

**FUNDING SOURCE**: Tax Rolls.

<u>ATTACHMENTS:</u> Acknowledgment of Judgment are found under Item 8.4.

**RECOMMENDATION:** Approve Agreement.

PRESENTER: Andrea Chism, City Attorney.

12.3 APPROVAL OF CLAIMS IN THE AMOUNT OF \$1,017,201.25.

**ATTACHMENTS**: List of claims.

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

- 14. TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY REGULAR MEETING.
- 15. ENID ECONOMIC DEVELOPMENT AUTHORITY REGULAR MEETING.
  - 15.1 APPROVAL OF CLAIMS IN THE AMOUNT OF \$5,622.79.

**ATTACHMENTS**: List of Claims.

- 16. ADJOURN TO RECONVENE AS THE ENID CITY COMMISSION.
- 17. PUBLIC DISCUSSION.
- 18 CONSIDER CONVENING INTO EXECUTIVE SESSION TO DISCUSS THE PURCHASE OR APPRAISAL OF REAL PROPERTY AND TO RECONVENE INTO REGULAR SESSION TO TAKE ANY NECESSARY ACTION.

<u>BACKGROUND:</u> The City Attorney recommends the Mayor and Board of Commissioners go into Executive Session pursuant to 25 Okla. Stat. §307(B)(3), to discuss "the purchase or appraisal of real property." Upon conclusion of the Executive Session, the Commission will reconvene into Regular Session to take any necessary action.

19. ADJOURN.

MINUTES OF REGULAR MEETING OF

MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA,

TRUSTEES OF THE ENID MUNICIPAL AUTHORITY, A PUBLIC TRUST, AND TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY, A PUBLIC TRUST

HELD ON THE 2ND DAY OF JULY 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 2nd day of July 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 1st day of July 2013.

-MAYOR AND BOARD OF COMMISSIONERS-

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

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

Shewey.

ABSENT: None.

Staff present were City Manager Eric Benson, City Attorney Andrea Springer, City Clerk Linda

Parks, Director of Engineering Services Chris Gdanski, Chief Financial Officer Jerald Gilbert, Public

Works Director Jim McClain, Planning Administrator Chris Bauer, Director of Marketing and Public

Relations Steve Kime, Human Resource Director Sonya Key, Director of Long Range Planning Whitney

Box, Safety Director Billy McBride, and Director of Aviation Dan Ohnesorge.

\*\*\*\*\*

1

Dr. Greg Hook from Garland Road Baptist Church gave the Invocation, and Mr. Chris Gdanski led the Flag Salute.

\*\*\*\*\*

Motion was made by Commissioner Janzen and seconded by Commissioner Ezzell to approve the minutes of the regular Commission meeting of June 18, 2013, and the special Commission meeting of June 25, 2013, and the vote was as follows:

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

NAY: None.

\*\*\*\*\*

Mr. Gene Robertson presented a five-month male Jack Russell, available for adoption at the Enid Animal Shelter.

\*\*\*\*\*

A proclamation was read and presented proclaiming July 2, 2013 as "Brittany Blair Day."

\*\*\*\*\*\*\*

A hearing was held to consider a Residential Planned Unit Development Agreement and Master Development Plan for the Stonebridge Planned Unit Development located at the northwest corner of West Chestnut Avenue and North Cleveland Street, and to make a recommendation to the Mayor and Board of Commissioners.

Opening comments were made by Planning Administrator Chris Bauer, who provided a brief background regarding the undeveloped 61.83 acre tract of land. He stated that the applicant was requesting a Residential Planned Unit Development (PUD) overlay district on land designated as Low Intensity Residential per the Enid Metropolitan Area Comprehensive Plan, which was currently zoned "R-2" Residential and being utilized as farm/pasture land. He went on to say that the proposed PUD consisted of a variety of residential choices including single-family homes, zero lot line garden homes, "R-7" multifamily dwellings, and senior housing.

The following criteria for approval of the PUD were addressed by Mr. Bauer:

- 1) Is the PUD consistent with the Comprehensive Plan?
- 2) Does the PUD harmonize with the existing and expected development of surrounding areas?
- 3) Is the PUD a unified treatment of the development possibilities of the project site?
- 4) Is the PUD consistent with the stated purposes of the standards of the PUD article?

Commissioners were advised that the Metropolitan Area Planning Commission (MAPC), at its meeting of June 17, 2013, had considered and moved to deny the PUD. This action had resulted in a tie vote, with no recommendation made to the City Commission. Mr. Bauer stated that the purpose of this hearing was to consider the PUD. He then provided options to the Commission to approve, disapprove, modify, or return the Master Development Plan to the MAPC for further consideration.

Mr. Bauer referred to the Master Development Plan, consisting of the following tracts: 1) Tract 1, for single family homes, with a density of 4.12 units per acre; 2) Tract 2, Planning Area 1, for zero lot line garden homes, senior housing and "R-7" uses, excluding apartments, with a density of 4.92 units per acre; 3) Tract 2, Planning Area 2, for "R-7" uses, including apartments, and 4) Tract 2, Planning Area 3, for stormwater detention integrated into the PUD, which would provide enough on-site detention to take care of the stormwater created by the development. He added that overall density of the PUD was six (6) dwelling units per acre, not to exceed 370 units.

Director of Engineering Services Chris Gdanski spoke regarding required infrastructure needs to make the development happen. Cleveland Street/Chestnut Avenue intersection improvements and the widening of Cleveland Street from Chestnut Avenue to Willow Road were addressed. He stated that water and sanitary sewer capacities were currently sufficient to support the development, that on-site stormwater detention would be provided by the developer, and that regional stormwater detention would be accomplished on the east side of Cleveland Street.

Mr. Bauer stated that a protest, consisting of 121 signatures, had been filed with the City. He noted that of those signatures, twenty-eight percent (28%) represented properties within 300 feet of the

protest area of the proposed PUD, which would only require a simple majority of the City Commission to approve.

Commissioner Vanhooser stated that the decision to be made was challenging due to multiple factors that had to be taken into consideration. First were the rights of the developer. He stated that Mr. Gene Anderson, owner/developer of the Stonebridge Development, had purchased the property, and submitted a PUD, which by staff's recommendation, complied with the requirements of a PUD. To make the issue more complicated, he went on to say that the City's code stated that if a PUD complied with the required criteria, that the City Council *shall* approve the PUD. Secondly, he stated that there was the obligation of the City to follow its Master Plan, in particular with regard to issues pertaining to water, drainage and infrastructure needs, and that the City had an obligation to deny a development that would adversely impact the overall Plan. He stated that the third significant factor was that the city needed additional housing, with the fourth and final factor being the rights and concerns of the surrounding homeowners.

Mr. Bauer was asked to address the following issues raised at the hearing before the Planning Commission:

- Infrastructure, as it currently stands, could not support the increased traffic that will be created by the addition of this commercial office space, residential homes and apartments, if they are located west of Cleveland. The suggestion was made that the PUD be delayed until this infrastructure could be brought up to speed;
- 2) Locating apartments immediately adjacent to this residential housing without a buffer zone or open space or park, would create a high crime area and be a potential location for sex offenders, creating a situation where property values would decrease;
- Moving the detention pond to the east side of Cleveland would be very expensive to taxpayers, and potentially would not work due to the elevation on the site. Furthermore, concerns were raised that it was not consistent with the overall Master Plan;
- 4) Housing density, with the overall development being placed just on the west side, was too high, and again, not consistent with, and not in harmony with the existing neighborhoods, and that setbacks around the property were not significant.
- 5) There would be no sufficient emergency access to this neighborhood.

Commissioner Vanhooser stated that with these factors in mind, he understood that discussions with the developer and neighborhood representatives had resulted in alternate plans, or a compromised or modified plan, to be considered by commissioners, and asked Mr. Bauer to address the concerns with respect to the modified plan.

Mr. Bauer stated that following the hearing before the MAPC, negotiations had been on-going with city staff, with the neighborhoods and their attorneys, and with the developer. As a result, the above mentioned concerns had been addressed. He stated that with respect to traffic concerns, Cleveland Street would be four-laned, the intersection at Chestnut Avenue and Cleveland Street would be improved, and current intersection concerns at Cleveland Street and Rolling Oaks Drive would be solved by creating a left-turn lane to facilitate traffic movement. To further facilitate traffic movement, he noted that he had suggested that a boulevard be created along Cleveland Street, with a landscaped strip in the middle. He stated that through compromises, the developer was taking away the single-family homes, and senior living and patio homes as originally planned on the west side of Cleveland Street, noting that it was the developer's desire, through a land swap, that he be made whole by allowing the City to develop regional detention on the west side, and by providing him the appropriate number of acres on the east side of Cleveland Street to achieve what he wanted in his PUD. Mr. Bauer stated that this was a win for the City as detention on the west side of Cleveland was what had always been envisioned in the Comprehensive Plan. He went on to say that the boulevard as proposed would also help unify the development on the west and east side as one development, and control traffic along Cleveland.

With respect to sex offenders, Mr. Bauer stated that the City would designate the detention site on the west side of Cleveland Street as a City park. This would address that specific issue as those persons could not be within a certain number of feet from the park.

Mayor Shewey asked Mr. Bauer to address the sharing of costs for the Cleveland Street/Chestnut Avenue intersection improvements.

Mr. Bauer stated that the cost of the project would be shared between the Oklahoma Department of Transportation, the City of Enid, and the developer. He stated that the City's cost would be approximately \$1 million, and the developer's share would be approximately \$250,000.00. He noted that the developer had agreed to this cost, and was addressed in the modified PUD.

Emergency access into the development was addressed. Mr. Bauer stated that the developer had done an excellent job in land-planning lots to provide alternate ways for emergency services to access the area.

Water features in the plan were addressed. Mr. Bauer stated that it had always been the desire of the developer to detain the water, but he also wanted to make it a feature for the homes and businesses in the development to enjoy. He stated that pathways for jogging and leisure activities along the water features would be constructed, and that the City would continue that theme around the proposed park.

Mr. Bauer stated that based on all of the collective negotiations, discussions, and concerns, this was the compromised PUD the developer had agreed upon. He stated that the original PUD provided for homes north to Rolling Oaks, but they had been eliminated. There were no senior living patio homes to the north due to the proposed detention. Apartments in the original PUD were still in the modified plan, with a dwelling density of 13 units per acre. Open space density, including the detention facility, would now be 27.7 acres. He stated that it was the desire of the City to have all of the detention on the west side, and this plan accommodated that. He noted an earlier opposition to the original PUD regarding road access out of the development onto Rolling Oaks Drive. He stated that this had been a compromise early on in the process, and that the development had been redesigned so that it would not impact that road.

Mr. Bauer stated that if commissioners agreed with the modified plan, then the area became very developable and desirable, with a development of 136 acres versus 61 acres. He stated that regardless of whether this property developed on the east side or on the west side, it was in the City's long-term plans and the Comprehensive Plan. He also stated that whether or not this development was approved, regional stormwater detention in this neighborhood, the four-laning of Cleveland Street, and the Cleveland

Street//Chestnut Avenue intersection improvements needed to occur. He went on to say that many of the costs associated with this project were already in the City's plans to do, and that these plans were just being accelerated to accommodate the project.

Mr. Patrick Meyers, Land Planner for Turner & Company, stated that this project was inspired by the Villages of Stonebridge, a similar project he had designed in Edmond, Oklahoma. He spoke regarding the quality and types of homes that would be built, and the regional detention facility and how it could be developed into a park-like setting. He stated that this would be an infill type project, centered around a large open space, with multiple housing types, commercial development, walking trails, and some retail applications.

Ms. Brenda Dill, from The Vector Companies addressed the Commission. She stated that her company had contracted to purchase 15 acres of land from Mr. Anderson to build rental units to address a critical need for rental housing in Enid. She stated that plans were to develop a gated community with 200 high amenity type units, with rent ranging from \$800/month to \$1,300.00/month before add-ons, and would be marketed to military officers, medical personnel, new executives, oil executives and empty nesters. She made a brief presentation regarding the types of units proposed, and stated that upon completion of the clubhouse which would be built first, projections were that forty percent (40%) of the units would be pre-leased, with approximately seventy-five percent (75%) of the total units being built pre-leased by the time the project was half done, which would take approximately one (1) year to complete.

City Manager Eric Benson stated that this project had generated, for a variety of reasons, a white hot discourse based on substantial emotion. He applauded the efforts of Mr. Mike Bigheart, Ms. Carol Lahman, Mr. Greg Hodgen, and Mr. Garry Gregory for the way they represented the interests of those neighborhoods. He also applauded Mr. Anderson and Mr. Meyers for their ability and willingness to compromise, meet and address all of the issues. He stated that because of the input of all those parties, there was now before them, a considerably improved opportunity that brought 135 acres rather than 80,

addressed a core requirement to the community, and presented itself in a manner that was quite acceptable to all tenants of the PUD and the City's long-range plan.

Ms. Carol Lahman, 1522 West Southgate Road, addressed the Commission. She stated that most of the issues she had discussed at the June 17, 2013 MAPC meeting had been covered. She went on to say that it did not give her clients everything they wanted, but it was a vast improvement and worthy of a planned unit development at this point.

Mr. John Hodgden, 2224 Quailwood, addressed the Commission. He stated that he supported the modified plan, but voiced concerns with increased traffic and road conditions on Quailwood if the development was approved.

Ms. Sharon Trojan, 17 Rolling Oaks Drive, stated that she appreciated those who had come together to make this a much better proposition than it was at first. She stated that there had been many issues regarding density, safety, and water, and went on to say she was very supportive of the new plan, and its consideration by the Commission.

Mr. Glen Julian, 1302 Quailwood, stated he was supportive of the modified plan.

Mr. Greg Hodgen, 1 Rolling Oaks, stated that this process had turned into something he was personally excited about, and that most residents were pleased with. He stated that even though residents in the area could not support the original PUD, they also realized that development was going to happen. He stated that this was exciting for Enid and the homeowners in the area, and if approved by the Commission, would be supported. He applauded the efforts by all involved, and the consideration by the Commission to approve the modified PUD.

Ms. Diana Allen, 1614 Quailwood Drive, stated she was extremely happy with the second PUD. She stated that her number one concern was the drainage, which had been addressed with the proposed park. She asked that parking in the park and infrastructure needs on Cleveland Street continue to be addressed.

Mr. Lynn Bartel, 1602 Quailwood Drive, stated that he also supported the modified plan, and asked that Cleveland Street improvements and drainage be addressed.

Mr. Gdanski responded and provided a brief description of the proposed Cleveland Street and stormwater detention projects.

Mr. Mike Bigheart, representing the Quailwood and Rolling Oaks homeowners, addressed commissioners. He stated that even though not perfect, the modified plan had resolved many of the issues and concerns of his clients, and urged the Commission to approved the plan.

Ms. April Danahy, 1215 Dover Place, spoke regarding drainage issues behind her home, and asked that checks and balances be put in place to ensure that properties in the Village and The Oaks subdivisions drained properly.

Mr. Frank Beneditti, 2722 Stratford Drive, stated that he agreed with the modified plan. He voiced concerns with increased traffic in the Quailwood Subdivision when Cleveland Street was blocked by the railroad, and stated he would like to see covenants regarding the size of homes, parking and fences in the new development.

Closing comments were made by Mr. Bauer who provided a brief review of the modified PUD as it related to the original PUD. He advised commissioners that the modified PUD was consistent with the Comprehensive Plan, harmonized with the existing and expected development of surrounding areas, was a unified treatment of the development possibilities of the project site, was consistent with the stated purposes of the standards of this article, and met all the elements of the PUD.

There being no further comments, the hearing concluded.

\*\*\*\*\*

Discussion was held regarding an ordinance for a Planned Unit Development Overlay on property described as the East Half of the S.E./4 of Section 2-22-7, located at the northwest corner of West Chestnut Avenue and North Cleveland Street.

Commissioner Ezzell stated he was pleased with the modified plan, but was concerned that the plan was still vague in some areas. He went on to say that he was uncomfortable in voting on the modifications based only on the picture presented to them.

Commissioner Wilson stated that before she saw the modified plan, she was leaning toward voting against the original PUD. However, after seeing the modifications, and seeing that everyone was relatively on the same chapter, she moved to approve the ordinance with the modifications as presented.

Motion was seconded by Commissioner Vanhooser.

Commissioner Ezzell asked if there was a more in-depth description of the modified PUD than that being shown on the screen, and asked how were those modifications were being defined in the motion. He stated that there was no agreement with regard to the property on the east side of Cleveland Street, and asked how the plan would be affected if an agreement was not reached.

Mr. Benson stated that negotiations for the property were on-going, and were very encouraging thus far.

Ms. Lahman addressed the Commission. She stated that she was assuming the PUD was contingent upon the stormwater detention structure being on the west side, and if not, the developer would need to submit a different PUD.

Mr. Benson stated that should there be any deviations from the modified PUD as described, those changes would have to be approved by the City Commission. He went on to say that the City would not accept any changes that were not captured during this meeting.

Following further discussion, the vote was taken as follows:

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

NAY: None.

The approved Stonebridge Master Development Plan is as follows:

# "Exhibit D"

# Stonebridge Residential Development in Enid, OK

Master Development Plan

AC Development, LLC

MPACT Land Planning LLC



Total 61.83 Acres
R-2 PUD
Maximum Density of 6 Units Per Acre
Maximum of 370 Density Units
Density and Number of Units can be transferred within this PUD.
Maximum density of entire PUD can not exceed 6 units per acre.
Maximum number of units within entire PUD can not exceed 370 units.

Tract 1
R-2 Residential Uses
17.63 +/- Acres
Density of 4.2 Units Per Acre
74 Dealing Units

Tract 2

27.7 +/- Acre Open Space, Detention Facility

Tract 3

R-7 Residential Uses Alloyed

16.30 +/- Acres
Density of 13 Units Per Acre
210 Denting Units

### ORDINANCE NO. 2013-32

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

\*\*\*\*\*

Motion was made by Commissioner Janzen and seconded by Commissioner Ezzell to approve an emergency resolution authorizing the City Attorney to levy a judgment of the Workers' Compensation Court of the State of Oklahoma entered in favor of Nathan W. Chartier, and against the City of Enid in the amount of \$27,455.00; providing that this judgment will be levied pursuant to 62 Okla. Stat. Sec. 365.1-365.6 and Title 2, Chapter 3, Sections 2-3-2D of the Enid Municipal Code, 2003; approving an Agreement Acknowledging such Judgment; and providing for the payment of such judgment in exchange for the City's promise to repay such judgment form collected tax levies, and the vote was as follows:

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

NAY: None.

Thereupon, Commissioner Ezzell moved that the Emergency Section of said resolution be approved, which motion was seconded by Commissioner Stuber, and the vote was as follows:

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

NAY: None.

(Copy Resolution)

\*\*\*\*\*

Motion was made by Commissioner Janzen and seconded by Commissioner Wilson to award a contract for Project No. F-1309A, Storm Sewer Repair at 901 South Cleveland Street, to the lowest, responsible bidder, S. L. Madison Construction, LLC, Crescent, Oklahoma, in the amount of \$67,596.50, and authorize the Mayor to execute all contract documents after review by the City Attorney, and the vote was as follows:

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

NAY: None.

\*\*\*\*\*

Brief discussion was held regarding a resolution setting forth procedures for naming or renaming facilities owned by the City of Enid.

Motion was made by Commissioner Janzen and seconded by Commissioner Ezzell to approve said resolution as presented, and the vote was as follows:

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

NAY: None.

(Copy Resolution)

\*\*\*\*\*

Discussion was held regarding the selection of an independent auditor to conduct the City of Enid's 2012-2013 fiscal year audit.

A brief presentation on proposals received was made by Chief Financial Officer Jerald Gilbert, who noted that the lowest proposal submitted was that of Ronald Cottrell, CPA, Grove Oklahoma, in the amount of \$62,750.00 plus expenses. He stated that staff's recommendation was to select Ronald Cottrell, CPA, to conduct the City of Enid's 2012-2013 fiscal year audit, and complete the Independent auditor's Report on the financial statements of the City of Enid, in that the firm was the most experienced with the City of Enid, had proposed the lowest fee, and had recently been selected to audit the Enid Regional Development Alliance.

Commissioner Vanhooser stated that the City was not obligated to take the low bid as this was a professional service. He went on to say that auditors were the watchdogs of the City's dollars, and after five (5) years with the same firm, it was time for a change. He moved to select the firm of Cole & Reed, P.C., Oklahoma City, Oklahoma, to conduct the City of Enid's 2012-2013 fiscal year audit, and complete

the Independent Auditor's Report on the financial statements of the City of Enid and its related authorities, no later than December 31, 2013, in the amount of \$69,000.00 plus expenses.

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

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

NAY: Mayor Shewey.

\*\*\*\*\*

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

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

NAY: None.

- (1) Approval of application for the Edward Byrne Memorial Justice Assistance Grant No. 2012-H4101-OK-SDJ, awarded from the Bureau of Justice Assistance in the amount of \$20,027.00;
- (2) Approval of additional inspection and testing services with Envirotech Engineering & Consulting, Inc., for Project No. M-1109B-7, Event Center Steel Construction, in the amount of \$5,000.00;
- (3) Acceptance of work completed by Henson Construction Company in Project No. M-110A, Randolph Walkway Renovation;
- (4) Acceptance of work completed by Luckinbill, Inc. in Project No. M-1115A, Automatic Sprinkler Systems for Fire Stations 1, 3, 4 and 5;
- (5) Approval of Change Order No. 1 with Playcore Wisconsin, Inc. for Project No. P-1303A, Champlin Park Playground Equipment, which will add a synthetic turf berm, and an identification sign, with support post and trim, at an additional cost of \$9,994.15, for a total revised contract amount of \$200,441.40;
- (6) Acceptance of the following described Easement for Public Highway from Willow Creek Development Corporation and Edwards Real Estate, LLC in the S.W./4 of Section 35-23-7, in conjunction with Project No. R-0303D, Willow Road Widening:

### (Copy Description)

(7) Approval of Change Order No. 1 with Landmark Structures I, LP, for Project No. W-0820A, Meadowlake Elevated Water Storage Tank and Pump Station, which will tie the elevated water storage tank into the existing water distribution system, install a jib crane to access the second floor storage in the structure, and add an intermediate safety landing

in the climbing ladder, at an additional cost of \$41,975.00, for a total revised contract amount of \$2,453,975.00;

- (8) Approval of blanket purchase order for the purchase of Chlorine Gas for the Water Production Department for the period July 1, 2013 to June 30, 2014, to the State Contractor and sole source vendor providing said product in one-ton cylinders, Brenntag Southwest, Inc., Dallas, Texas, in the amount of \$60,000.00;
- (9) Denial of tort claim filed by Ms. Carol Clemmons for alleged vehicle damages in the amount of \$1,002.12;
- (10) Approval to waive City of Enid Finance Procedures Manual requirements, and approval and execution of a Real Estate Purchase and Sale Agreement with Curt Bowman for property located at 501, 505 and 505 West Owen K. Garriott Road;
- (11) Approval of payment of freight in the amount of \$1,963.50 to Georgia Expo Manufacturing, for the Enid Event Center and Convention Hall Decorating Equipment;
- (12) Approval to waive City of Enid Finance Procedures Manual requirements, and award and execute the purchase of 252 60-Gallon Dome-Top Litter Containers from Toter, Inc., Statesville, North Carolina, in the amount of \$94,580.00;
- (13) Approval of award and execution for the purchase of a 2013 Park Sweeper for the Parks and Recreation Department, from the State Contractor, Frontier Equipment Sales, LLC, Yukon, Oklahoma, in the amount of \$71,511.40;

and

(14) 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, Ezzell, Timm, Wilson, Vanhooser, Chairman Shewey, Trust Manager Eric Benson, Trust Attorney Andrea Springer, and Secretary Linda Parks.

ABSENT: None.

\*\*\*\*\*

Motion was made by Trustee Janzen and seconded by Trustee Stuber to approve an agreement

acknowledging and providing for the payment of the judgment of the Workers' Compensation Court of

the State of Oklahoma entered in favor of Nathan W. Chartier, and against the City of Enid in the amount

of \$27,455.00, and the vote was as follows:

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

NAY: None.

\*\*\*\*\*

Motion was made by Trustee Wilson and seconded by Trustee Ezzell to approve and execute

payment of semi-annual Cimarron Terrace contractual water royalties through June 30, 2013 in the

amount of \$140,000.00, and the vote was as follows:

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

NAY: None.

\*\*\*\*\*

Motion was made by Trustee Ezzell and seconded by Trustee Stuber to allow the following

claims for payment as listed, and the vote was as follows:

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

NAY: None.

(List Claims)

\*\*\*\*\*

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

16

-TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY-

PRESENT: Trustees Janzen, Stuber, Ezzell, Timm, Wilson, Vanhooser, Chairman Shewey,

General Manager Eric Benson, Trust Attorney Andrea Springer, and Secretary Linda Parks.

ABSENT: None.

\*\*\*\*\*

Motion was made by Trustee Janzen and seconded by Trustee Stuber to allow the following

claims for payment as listed, and the vote was as follows:

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

NAY: None.

(List Claims)

\*\*\*\*\*

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

- MAYOR AND BOARD OF COMMISSIONERS-

There being no further business to come before the Board at this time, motion was made by

Commissioner Stuber and seconded by Commissioner Ezzell that the meeting adjourn, and the vote was

as follows:

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

NAY: None.

The meeting adjourned at 8:22 P.M.

17

### RESOLUTION

A RESOLUTION AMENDING THE 2013-2014 BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$12,610,286.34 TO INCREASE THE 2013-2014 APPROPRIATED AMOUNTS FOR PRIOR YEAR ENCUMBRANCES OUTSTANDING AS OF JUNE 30, 2013 FOR THE CITY OF ENID, OKLAHOMA.

WHEREAS, the City of Enid had \$12,610,286.34 in encumbered amounts as of June 30, 2013; and

WHEREAS, the budget for fiscal year 2013-2014 does not include these encumbrances from the prior fiscal year; and

WHEREAS, these prior year encumbrances must be paid from current fiscal year 2013-2014 funds;

AND NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA, THAT THE CITY OF ENID 2013-2014 BUDGET BE AMENDED TO INCREASE THE APPROPRIATIONS FOR PRIOR YEAR 2012-2013 ENCUMBERED AMOUNTS IN THE FOLLOWING FUNDS AND DEPARTMENTS:

FUND 10 GENERAL FUND		\$669,709.78
Inventory	\$60,501.53	
Administration	\$18,985.06	
Legal	\$1,500.00	
Records and Receipts	\$1,876.69	
Information Technology	\$17,368.00	
Community Development	\$2,500.00	
Code Enforcement	\$17,500.00	
Engineering	\$18,283.18	
GF Capital Asset Replacement	\$531,195.32	
FUND 12 POLICE SPECIAL PROJECTS		\$16,606.81
Police Special Projects	\$16,606.81	
FUND 14 HEALTH		\$42,667.33
Health	\$42,667.33	
FUND 20 WOODRING AIRPORT		\$124,635.00
Woodring Airport	\$124,635.00	
FUND 22 MEADOWLAKE GOLF		\$2,796.69
Meadowlake Golf	\$2,796.69	
FUND 30 STREET & ALLEY		\$310,157.48
Street & Alley	\$310,157.48	
FUND 33 VANCE DEVELOPMENT AUTHORITY		\$140,000.00
VDA	\$140,000.00	
FUND 40 CAPITAL IMPROVEMENT		\$4,979,991.78
Capital Improvement	\$4,979,991.78	
FUND 41 STREET IMPROVEMENT		\$219,702.01

Ctroot Improvement	¢210 702 01	
Street Improvement FUND 42 SANITARY SEWER CAPITAL IMPROVEMEN	\$219,702.01	\$886,409.43
SSCIF	\$886,409.43	Ψ000,407.43
FUND 43 STORMWATER	, , , , , , , , , , , , , , , , , , , ,	\$955,016.28
Stormwater	\$955,016.28	
FUND 44 WATER CAPITAL IMPROVEMENT	*** - 10 0 10 0 7	\$3,549,842.37
Water Capital Improvement	\$3,549,842.37	¢202 07/ 00
FUND 51 POLICE Police	\$203,076.90	\$203,076.90
FUND 60 ENID EVENT CENTER AND CONVENTION		\$445,441.68
EECCH	\$445,441.68	ψ 1.10γ 1.11.00
FUND 65 FIRE	·	\$57,763.80
Fire	\$57,763.80	
FUND 70 CDBG	¢/ 4/0 00	\$6,469.00
CDBG	\$6,469.00	
TOTAL PRIOR YEAR ENCUMBRANCES 12-13		\$12,610,286.34
Adopted this 16 <sup>th</sup> day of July 2013.		
Mayor		
(Seal)		
ATTECT		
ATTEST:		
City Clerk		

System: 7/1/2013 6:20:06 PM

User Date: 7/1/2013

CITY OF ENID

ENCUMBRANCE DETAIL REPORT Encumbrance Management

Page: 1

User ID: ecrawford

PO Numbe		Vendor Name				
FUND 10						
ACCOUNT :	10-000-4801					
PO0114170	01-00917	HD SUPPLY WATERWORKS	\$44,350.00	\$0.00	\$44,350.00	\$44,350.00
PO0114324	01-02254	TOTER, INC.	\$16,151.53	\$0.00	\$16,151.53	\$16,151.53
Total	10-000-4801		\$60,501.53		\$60,501.53	
ACCOUNT 1	10-000-5073					
PO0112396	01-03443	GAMETIME			\$0.00	
Total	10-000-5073				\$0.00	
ACCOUNT 1	0-100-1110					
PO0113896	01-04098				\$18,985.06	
Total	10-100-1110				\$18,985.06	
ACCOUNT 1	0-120-1110					
PO0114401	01-03599	INFORMATION TECHNOLOGIES, INC				
Total	10-120-1110				\$1,500.00	
ACCOUNT 1	0-220-4407					
PO0114459	01-58431				\$1,876.69	
Total	10-220-4407		\$1,876.69		\$1,876.69	
ACCOUNT 1	0-250-1110					
PO0103345	01-03521	TRIBRIDGE HOLDINGS, LLC		\$3,567.50	\$7,322.50	\$7,322.50
Total	10-250-1110				\$7,322.50	
	0-250-4407					
	01-04034				\$8,768.00	
PO0114125	01-04107	COMMUNICATION SUPPLY CORPORAT	\$1,277.50	\$0.00	\$1,277.50	\$1,277.50
Total	10-250-4407				\$10,045.50	
ACCOUNT 1	0-300-1110					
PO0108148	01-31260	BRUEGGEMANN ENGINEERING	\$3,000.00	\$500.00	\$2,500.00	\$2,500.00

CITY OF ENID ENCUMBRANCE DETAIL REPORT Encumbrance Management Page: 2 User ID: ecrawford

PO Numbe		Vendor Name	Original PO		Encumb	
Total	10-300-1110 0-350-1110		\$3,000.00	\$500.00	\$2,500.00	
PO0113020	01-03589	T & J DEMOLITION, LLC	\$4,500.00	\$0.00	\$4,500.00	
P00113153	01-03589	T & J DEMOLITION, LLC	\$5,500.00	\$0.00	\$5,500.00	\$5,500.00
PO0113154	01-03589	T & J DEMOLITION, LLC	\$7,500.00	\$0.00	\$7,500.00	\$7,500.00
Total	10-350-1110		\$17,500.00	\$0.00		
ACCOUNT 10	0-400-1110					
PO0099876	01-16087	PORTERFIELD SURVEYING	\$49,500.00			
PO0102918	01-02116	MESHEK & ASSOCIATES, PLC	\$90,000.00	\$83,912.00	\$6,088.00	\$6,088.00
PO0109513	01-02999	VISION INTERNET PROVIDERS, IN	\$10,737.00	\$5,728.95	\$5,008.05	\$5,008.05
Total	10-400-1110		\$150,237.00	\$131 <b>,</b> 953.82	\$18,283.18	
ACCOUNT 10	)-955-9003					
PO0113229	01-02010	ISG TECHNOLOGY, INC	\$110,099.49	\$105 <b>,</b> 099.90	\$4,999.59	\$4,999.59
PO0113640	01-04081	NOVUSOLUTIONS	\$13,600.00	\$0.00	\$13,600.00	\$13,600.00
PO0114285	01-04107	COMMUNICATION SUPPLY CORPORAT	\$7,452.50	\$0.00	\$7,452.50	\$7,452.50
PO0114286	01-04107	COMMUNICATION SUPPLY CORPORAT	\$12,588.00	\$0.00	\$12,588.00	\$12,588.00
PO0114287	01-04107	COMMUNICATION SUPPLY CORPORAT	\$3,315.52	\$0.00	\$3,315.52	\$3,315.52
PO0114296	01-80310	SOFTWARE HOUSE INTERNATIONAL,	\$5,100.00	\$0.00	\$5,100.00	\$5,100.00
PO0114304	01-04115	DITCH WITCH OF OKLAHOMA	\$5,403.10	\$0.00	\$5,403.10	\$5,403.10
Total	10-955-9003			\$105,099.90		
ACCOUNT 10						
200113346	01-03156	BILL KNIGHT FORD		\$0.00	\$23,644.00	\$23,644.00
Total	10-955-9101		\$23,644.00	\$0.00		
ACCOUNT 10						
P00113632	01-33220	ZALOUDEK, F. W.	\$76,645.62			
00113634	01-03717	TIGER CORPORATION	\$104,732.32	\$0.00	\$104,732.32	\$104,732.32
00114243	01-00280	JOHN DEERE COMPANY	\$57,445.76	\$0.00	\$57,445.76	\$57,445.76
00114292	01-02254	TOTER, INC.	\$94,580.00	\$0.00	\$94,580.00	\$94,580.00

CITY OF ENID ENCUMBRANCE DETAIL REPORT Encumbrance Management

Page: 3
User ID: ecrawford

PO Number	Vendor ID	Vendor Name	Original PO	Releived	Encumbe	ered
PO0114293	01-00447	FRONTIER EQUIP. SALES, LLC	\$71,511.40	\$0.00	\$71,511.40	\$71,511.40
PO0114393	01-00280	JOHN DEERE COMPANY	\$50,177.51	\$0.00	\$50,177.51	\$50,177.51
Total 10-	955-9105		\$455,092.61	\$0.00	\$455,092.61	
Fund Total	10			\$248,136.16		
FUND 12						
ACCOUNT 12-12	5-1130					
PO0109807	01-46220					\$14,753.00
PO0111001	01-03903	KARBON ARMS, LLC	\$1,853.81	\$0.00	\$1,853.81	\$1,853.81
Total 12-	125-1130		\$16,606.81	\$0.00	\$16,606.81	
Fund Total	12			\$0.00		
FUND 14						
ACCOUNT 14-145						
PO0113878	01-04097	MINUTEMAN PRESS		\$0.00		
PO0114289	01-04111	HOLMES MURPHY & ASSOCIATES, I	\$40,000.00	\$0.00	\$40,000.00	\$40,000.00
Total 14-1	145-1110	<del></del>		\$0.00		
Fund Total	14		\$42,667.33	\$0.00	\$42,667.33	
FUND 20						
ACCOUNT 20-205	5-1110					
PO0113555		DONALD WADE & ASSOCIATES, INC	\$3,400.00	\$0.00		
Total 20-2	205-1110			\$0.00		
ACCOUNT 20-205						
PO0107486		COBB ENGINEERING CO.		\$152,835.00		
P00114473	01-02269	COBB ENGINEERING CO.	\$52,970.00	\$0.00	\$52,970.00	\$52,970.00
Total 20-2	05-1130		\$224,170.00	\$152,835.00	\$71,335.00	
ACCOUNT 20-205	5-9103					

CITY OF ENID

Page: 4 User ID: ecrawford

ENCUMBRANCE DETAIL REPORT Encumbrance Management

PO Number	Vendor ID	Vendor Name	Original PO	Releived	Encumb	ered
PO0114460	01-04124	OMEGA AVIATION SERVICE, INC.				550 - 5500-55°P, 30055 APP(90, APP(900, APP(900)
Total 2	0-205-9103	,		\$0.00		
Fund Total	20		\$277,470.00	\$152,835.00	\$124,635.00	
FUND 22						
ACCOUNT 22-2						
PO0114117		MORRISON SUPPLY COMPANY	\$2,246.00	\$0.00	\$2,246.00	\$2,246.00
Total 22	2-225-4201	-	\$2,246.00	\$0.00		
ACCOUNT 22-2						
PO0078681		B'S QUALITY DOOR INC		\$0.00		
Total 22	2-225-4406	-	\$0.00	\$0.00	\$0.00	
ACCOUNT 22-2						
?00109608		PNC EQUIPMENT FINANCE		\$4,405.52	\$550.69	\$550.69
Total 22	2-225-4529			\$4,405.52		
Fund Total	22	=		\$4,405.52		
FUND 30						
ACCOUNT 30-3	05-4406					
200113754	01-04089	ELTEC		\$0.00		
Total 30	-305-4406	-	\$7,248.00	\$0.00	\$7,248.00	
ACCOUNT 30-3						
PO0104603	01-60230	RICK LORENZ CONSTRUCTION		\$841,655.86		\$66,590.39
00106777	01-00894	POE & ASSOCIATES, INC.	\$212,500.00	\$132,205.80	\$80,294.20	\$80,294.20
00109925	01-60230	RICK LORENZ CONSTRUCTION	\$3,116.25	\$0.00	\$3,116.25	\$3,116.25
00109945	01-60230	RICK LORENZ CONSTRUCTION	\$0.00	\$0.00	\$0.00	\$163,942.50
00110835	01-60230	RICK LORENZ CONSTRUCTION	\$28,125.04	\$0.00	\$28,125.04	\$28,125.04
00112394	01-60230	RICK LORENZ CONSTRUCTION	\$124,783.60	\$0.00	\$124,783.60	\$124,783.60
Total 30-	-305-9160	,	\$1,276,771.14	\$973 <b>,</b> 861.66	\$302,909.48	

CITY OF ENID ENCUMBRANCE DETAIL REPORT Encumbrance Management

Page: 5 User ID: ecrawford

PO Number	Vendor ID	Vendor Name	Original PO	Releived	Encumb	ered
Fund Total	30			\$973,861.66		
FUND 31						
ACCOUNT 31-7	60-1105					
PO0113588	01-04072	BIG TRUCK, LLC		\$8,450.00		
Total 31	-760-1105			\$8,450.00		
ACCOUNT 31-7	60-4406					
P00114283	01-03110		\$3,287.20		\$3,287.20	\$3,287.20
Total 31-	-760-4406			\$0.00		
ACCOUNT 31-76	60-4507					
P00111286	01-02805	TEREX ROADBUILDING	\$9,436.00	\$0.00		
P00113412	01-01363	J & R EQUIPMENT, LLC	\$7,211.58	\$0.00	\$7,211.58	\$7,211.58
Total 31-	-760-4507			\$0.00		
ACCOUNT 31-79	90-4407					
PO0114462	01-02462			\$0.00	\$4,500.00	\$4,500.00
Total 31-	790-4407		\$4,500.00	\$0.00		
ACCOUNT 31-79						
PO0113745	01-57790	MOTION INDUSTRIES, INC.				
Total 31-	795-4408		\$2,174.40	\$0.00	\$2,174.40	
ACCOUNT 31-79	5-4440					
PO0109233	01-03176	HIBON, INC.		\$0.00	\$4,902.17	\$4,902.17
200113439	01-03176	HIBON, INC.	\$4,865.00	\$0.00	\$4,865.00	\$4,865.00
Total 31-	795-4440		\$9,767.17	\$0.00	\$9,767.17	
ACCOUNT 31-95						
PO0108212		CARTEGRAPH SYSTEMS, INC.	\$124,485.00	\$36,274.35		
Total 31-	956-9003			\$36,274.35		
ACCOUNT 31-95	6-9104					

CITY OF ENID ENCUMBRANCE DETAIL REPORT Encumbrance Management

Page: 6 User ID: ecrawford

PO Numbe	er Vendor ID	Vendor Name	Original PO	Releived	Encumb	ered
PO0113755	01-04080	THE BROYHILL MANUFACTURING CO	\$170,360.00	\$0.00	\$170,360.00	\$170,360.00
PO0114225	01-05070	ENID MACK SALES, INC.	\$225,036.00		\$225,036.00	
Total	31-956-9104	-		\$0.00		
ACCOUNT 3	31-956-9105					
PO0113276	01-33220	ZALOUDEK, F. W.	\$12,774.27	\$0.00	\$12,774.27	\$12,774.27
Total	31-956-9105	 		\$0.00	\$12,774.27	
Fund Tot	tal 31		\$584,431.62	\$44,724.35	\$539,707.27	
FUND 33						
	3-335-1110					
	01-00223		\$360,000.00	\$220,000.00	\$140,000.00	\$140,000.00
Total	33-335-1110			\$220,000.00		
Fund Tot	al 33		\$360,000.00	\$220,000.00	\$140,000.00	
FUND 40						
ACCOUNT 4	0-405-1129					
PO0101046	01-03212	CONVERGENCE DESIGN, LLC				
PO0106146	01-03334	CONTINENTAL CONSTRUCTION	\$361,318.61	\$320,348.65	\$40,969.96	\$40,969.96
PO0106340	01-03334	CONTINENTAL CONSTRUCTION	\$250,920.68	\$181,495.83	\$69,424.85	\$69,424.85
PO0110857	01-08060	HENSON CONSTRUCTION CO., INC	\$0.00	\$0.00	\$0.00	\$227,598.94
PO0112913	01-03334	CONTINENTAL CONSTRUCTION	\$14,743.72	\$0.00	\$14,743.72	\$14,743.72
Total	40-405-1129		\$631,843.01	\$504 <b>,</b> 854.48	\$126 <b>,</b> 988.53	
ACCOUNT 40						
PO0101046		CONVERGENCE DESIGN, LLC				\$1,850.00
PO0102909	01-03536	JACKSON & JACKSON ENGINEERING	\$25,000.00	\$13,800.00	\$11,200.00	\$11,200.00
PO0106146	01-03334	CONTINENTAL CONSTRUCTION	\$141,482.36	\$141,482.36	\$0.00	\$40,969.96
PO0106340	01-03334	CONTINENTAL CONSTRUCTION	\$55,138.76	\$55,138.76	\$0.00	\$69,424.85
200110857	01-08060	HENSON CONSTRUCTION CO., INC	\$349,242.00	\$121,643.06	\$227,598.94	\$227,598.94
200111724	01-03952	MIDSTATE TRAFFIC CONTROL, INC	\$157,928.00	\$10,575.40	\$147,352.60	\$147,352.60

CITY OF ENID ENCUMBRANCE DETAIL REPORT Encumbrance Management

e: 7	
D: ecrawford	l
-	.D. ectawioto

PO Numbe	er Vendor ID	Vendor Name	Original PO	Releived	Encumb	pered
Total	40-405-1130		\$752,631.12	\$366 <b>,</b> 479.58	\$386,151.54	
ACCOUNT 4	40-405-9151					
PO0098016	01-03359	SUMMIT CIVIL CONTRACTORS, LLC	\$368,500.00	\$302,385.15	\$66,114.85	\$66,114.85
PO0101392	01-03485	KEY CONST OKLAHOMA, LLC	\$17,444,444.00	\$16,295,318.63	\$1,149,125.37	\$1,149,125.37
PO0102922	01-03360	CHEROKEE BUILDERS, INC.	\$28,471.00	\$9,424.10	\$19,046.90	\$19,046.90
PO0103388	01-03485	KEY CONST OKLAHOMA, LLC	\$44,981.00	\$0.00	\$44,981.00	\$44,981.00
P00104851	01-03485	KEY CONST OKLAHOMA, LLC	\$31,440.00	\$0.00	\$31,440.00	\$31,440.00
PO0104852	01-03485	KEY CONST OKLAHOMA, LLC	\$76,354.00	\$0.00	\$76,354.00	\$76,354.00
P00105078	01-03618	HOTEL & RESTAURANT SUPPLY, IN	\$731,630.00	\$506,625.03	\$225,004.97	\$225,004.97
P00106939	01-03485	KEY CONST OKLAHOMA, LLC	\$21,923.00	\$0.00	\$21,923.00	\$21,923.00
PO0107598	01-05050	ENVIROTECH	\$48,199.00	\$41,933.13	\$6,265.87	\$6,265.87
P00107603	01-03484	W L MCNATT & CO	\$69,886.00	\$14,608.60	\$55,277.40	\$55,277.40
PO0108137	01-03755	SIGMA SOLUTIONS	\$117,249.40	\$109,497.40	\$7,752.00	\$7,752.00
PO0108218	01-08060	HENSON CONSTRUCTION CO., INC	\$2,395,610.00	\$1,804,990.44	\$590,619.56	\$590,619.56
PO0109061	01-50480	J J WESTHOFF CONSTRUCTION COM	\$1,166,562.92	\$986,551.27	\$180,011.65	\$180,011.65
PO0109564	01-03485	KEY CONST OKLAHOMA, LLC	\$549,706.00	\$0.00	\$549,706.00	\$549,706.00
PO0110392	01-03485	KEY CONST OKLAHOMA, LLC	\$282,332.00	\$0.00	\$282,332.00	\$282,332.00
PO0110823	01-03212	CONVERGENCE DESIGN, LLC	\$60,000.00	\$55,997.56	\$4,002.44	\$4,002.44
PO0112169	01-03318	CARTER & ASSOCIATES COMMERCIA	\$47,660.00	\$43,366.55	\$4,293.45	\$4,293.45
PO0112170	01-03484	W L MCNATT & CO	\$90,890.00	\$0.00	\$90,890.00	\$90,890.00
PO0112697	01-03485	KEY CONST OKLAHOMA, LLC	\$58,114.00	\$0.00	\$58,114.00	\$58,114.00
PO0113474	01-03018	CONRADY ELECTRIC	\$11,520.00	\$0.00	\$11,520.00	\$11,520.00
P00113978	01-05050	ENVIROTECH	\$3,000.00	\$2,202.54	\$797.46	\$797.46
PO0114222	01-03755	SIGMA SOLUTIONS	\$917.60	\$0.00	\$917.60	\$917.60
Total	40-405-9151	-	\$23,649,389.92	\$20,172,900.40	\$3,476,489.52	
ACCOUNT 40						
PO0102868		CORBIN & MERZ ARCHITECTS INC.				\$6,486.57
P00112656	01-46070	PEEK TRAFFIC SYSTEMS INC	\$2,384.00	\$0.00	\$2,384.00	\$2,384.00
P00114231	01-60230	RICK LORENZ CONSTRUCTION	\$293,355.24	\$0.00	\$293,355.24	\$293,355.24

CITY OF ENID ENCUMBRANCE DETAIL REPORT Encumbrance Management

Page: 8

User ID: ecrawford

PO Number	Vendor ID	Vendor Name		Releived		
Total 40-	405-9220	-	\$321,679.24	\$19,453.43	\$302,225.81	
ACCOUNT 40-40						
P00092317	01-01878					
PO0105682	01-03616	PINNACLE CONSULTING MGMT GROU	\$3,000.00	\$1,500.00	\$1,500.00	\$1,500.00
P00111399	01-02482	TETRA TECH, INC.	\$245,000.00	\$43,260.37	\$201,739.63	\$201,739.63
Total 40-	405-9222	· -	\$347,750.00	\$141,635.37	\$206,114.63	
ACCOUNT 40-40						
P00076079	01-00894					\$123,332.79
PO0092320	01-02482	TETRA TECH, INC.	\$237,771.00	\$159,475.99	\$78,295.01	\$78,295.01
PO0095750	01-00894	POE & ASSOCIATES, INC.	\$168,000.00	\$154,894.09	\$13,105.91	\$13,105.91
P00102706	01-00894	POE & ASSOCIATES, INC.	\$208,000.00	\$146,159.21	\$61,840.79	\$61,840.79
Total 40-	405-9224	-		\$949,196.50		
ACCOUNT 40-405						
?00074261		PROFESSIONAL ENG.CONSULTANTS	\$19,894.68	\$19,894.68	\$0.00	\$11,000.00
Total 40-4	405-9241	-		\$19,894.68		
ACCOUNT 40-405	5-9252					
200110917	01-03899	CHILD'S PLAY, INC.		\$262,449.00	\$15,000.00	\$15,000.00
200112396	01-03443	GAMETIME	\$190,447.25	\$0.00	\$190,447.25	\$190,447.25
Total 40-4	105-9252	-		\$262,449.00		
Fund Total	40		\$27,416,855.22	\$22,436,863.44	\$4,979,991.78	
FUND 41	ii					
ACCOUNT 41-415	5-9222					
200099101		CUMMINS CONSTRUCTION EQUIP. C				
Total 41-4	15-9222	-		\$925,686.74		
Fund Total	41		\$1,145,388.75	\$925,686.74	\$219,702.01	
FUND 42		-				

CITY OF ENID ENCUMBRANCE DETAIL REPORT Encumbrance Management

Page: 9 User ID: ecrawford

PO Number		Vendor Name	70.0000 No.0000 No.0000 No.0000	Releived	Encumb	ered
ACCOUNT 42						
PO0114223	01-66270	SOUTHWEST TRAILER		\$0.00	\$81,770.00	\$81,770.00
PO0114224	01-05070	ENID MACK SALES, INC.	\$119,880.00	\$0.00	\$119,880.00	\$119,880.00
Total	42-425-9104		\$201,650.00	\$0.00	\$201,650.00	
ACCOUNT 42	-425-9232					
P00102239	01-02066	PROFESSIONAL ENG. CONSULTANTS	\$52,000.00	\$47,270.31	\$4,729.69	\$4,729.69
PO0109810	01-05050	ENVIROTECH	\$13,200.00	\$0.00	\$13,200.00	\$13,200.00
PO0109811	01-05050	ENVIROTECH	\$20,700.00	\$8,800.00	\$11,900.00	\$11,900.00
PO0110918	01-03808	ALAN PLUMMER ASSOCIATES, INC.	\$75,000.00	\$1,292.00	\$73,708.00	\$73,708.00
P00112911	01-12007	LUCKINBILL, INC.	\$125,000.00	\$18,065.43	\$106,934.57	\$106,934.57
PO0113469	01-78740	CONTINENTAL ANALYTICAL, INC.	\$3,089.20	\$0.00	\$3,089.20	\$3,089.20
Total	42-425-9232	-		\$75,427.74		
ACCOUNT 42-	-425-9236					
P00105499	01-02296	JACOBS ENGINEERING GROUP	\$80,300.00			
PO0107171	01-03716	RAIN FOR RENT	\$213,479.00	\$121,612.84	\$91,866.16	\$91,866.16
P00107302	01-02296	JACOBS ENGINEERING GROUP	\$52,523.00	\$0.00	\$52,523.00	\$52,523.00
200107777	01-03755	SIGMA SOLUTIONS	\$22,025.36	\$18,443.36	\$3,582.00	\$3,582.00
P00108332	01-03781	ARROWHEAD TURF	\$5,960.00	\$0.00	\$5,960.00	\$5,960.00
200108816	01-02296	JACOBS ENGINEERING GROUP	\$32,900.00	\$0.00	\$32,900.00	\$32,900.00
200109567	01-01720	WYNN CONSTRUCTION CO., INC.	\$235,014.91	\$160,014.72	\$75,000.19	\$75,000.19
00109984	01-01770	EASLEY ASSOCIATES, INC.	\$2,900.00	\$0.00	\$2,900.00	\$2,900.00
200110344	01-12007	LUCKINBILL, INC.	\$410.00	\$0.00	\$410.00	\$410.00
200112910	01-01720	WYNN CONSTRUCTION CO., INC.	\$55,685.13	\$0.00	\$55,685.13	\$55,685.13
200113042	01-03604	DREAMSCAPES, LLC	\$49,900.00	\$0.00	\$49,900.00	\$49,900.00
200113274	01-05050	ENVIROTECH	\$41,500.00	\$0.00	\$41,500.00	\$41,500.00
00114123	01-04106	ISCO INDUSTRIES, INC.	\$17,585.04	\$0.00	\$17,585.04	\$17,585.04
00114208	01-16087	PORTERFIELD SURVEYING	\$2,700.00	\$0.00	\$2,700.00	\$2,700.00
Total 4	2-425-9236		\$812,882.44	\$341,684.47	\$471,197.97	
Fund Total	42		\$1,303,521.64			

CITY OF ENID

ENCUMBRANCE DETAIL REPORT Encumbrance Management

Page: 10 User ID: ecrawford

PO Numbe	er Vendor ID	Vendor Name	Original PO	Releived	Encum	pered
FUND 43						
ACCOUNT 4	13-435-9104					n .
PO0114226	01-05070		\$169,152.00			\$169,152.00
Total	43-435-9104			\$0.00	\$169,152.00	
ACCOUNT 4	3-435-9251					
PO0090601	01-31260	BRUEGGEMANN ENGINEERING	\$5,500.00	\$5,257.58	\$242.42	\$242.42
PO0092941	01-05050	ENVIROTECH ENGINEERING/CONSUL	\$2,500.00	\$0.00	\$2,500.00	\$2,500.00
PO0099106	01-12007	LUCKINBILL, INC.	\$14,975.00	\$0.00	\$14,975.00	\$14,975.00
PO0101044	01-01878	SMITH ROBERTS BALDISCHWILER,	\$7,500.00	\$6,375.00	\$1,125.00	\$1,125.00
PO0103396	01-05050	ENVIROTECH	\$28,500.00	\$27,200.00	\$1,300.00	\$1,300.00
PO0104940	01-74730	NORTHERN OKLAHOMA COLLEGE	\$26,840.00	\$0.00	\$26,840.00	\$26,840.00
PO0105687	01-01878	SMITH ROBERTS BALDISCHWILER,	\$17,700.00	\$11,283.00	\$6,417.00	\$6,417.00
PO0107599	01-05050	ENVIROTECH	\$41,000.00	\$12,600.00	\$28,400.00	\$28,400.00
PO0109344	01-00103	WARREN CAT, INC.	\$49,724.00	\$39,699.00	\$10,025.00	\$10,025.00
PO0110038	01-00103	WARREN CAT, INC.	\$114,780.00	\$82,700.00	\$32,080.00	\$32,080.00
PO0110916	01-03534	MONSOON CONSULTANTS	\$15,200.00	\$11,235.00	\$3,965.00	\$3,965.00
PO0113275	01-16087	PORTERFIELD SURVEYING	\$8,485.00	\$2,408.92	\$6,076.08	\$6,076.08
PO0113277	01-01406	GUARANTEE ABSTRACT CO.	\$315,467.50	\$0.00	\$315,467.50	\$315,467.50
PO0113441	01-12007	LUCKINBILL, INC.	\$13,238.00	\$9,158.00	\$4,080.00	\$4,080.00
P00113875	01-00042	CP3 ENTERPRISES, INC.	\$324,175.28	\$0.00	\$324,175.28	\$324,175.28
PO0114456	01-60230	RICK LORENZ CONSTRUCTION	\$8,196.00	\$0.00	\$8,196.00	\$8,196.00
Total	43-435-9251	a .	\$993,780.78	\$207,916.50	\$785,864.28	
Fund Tota	1 43		\$1,162,932.78	\$207,916.50	\$955,016.28	
FUND 44						
ACCOUNT 44						
00074261	01-02066	PROFESSIONAL ENG.CONSULTANTS		\$108,105.32		
00095521	01-02066	PROFESSIONAL ENG. CONSULTANTS	\$123,265.00	\$109,264.05	\$14,000.95	\$14,000.95
00095773	01-01918	C.H. GUERNSEY	\$339,787.00	\$153,889.50	\$185,897.50	\$185,897.50

#### CITY OF ENID ENCUMBRANCE DETAIL REPORT Encumbrance Management

Page: 11 User ID: ecrawford

PO Number	Vendor ID	Vendor Name	Original PO	Releived	Encumb	ered
PO0098583	01-31260	BRUEGGEMANN ENGINEERING	\$3,875.00	\$0.00	\$3,875.00	\$3,875.00
PO0102227	01-02066	PROFESSIONAL ENG. CONSULTANTS	\$64,311.00	\$0.00	\$64,311.00	\$64,311.00
P00106347	01-03682	LANDMARK STRUCTURES I, LP	\$2,412,000.00	\$1,539,840.00	\$872,160.00	\$872,160.00
P00106357	01-03684	CB&I, INC.	\$2,371,500.00	\$1,473,678.00	\$897,822.00	\$897,822.00
P00107602	01-12007	LUCKINBILL, INC.	\$442,421.00	\$137,797.18	\$304,623.82	\$304,623.82
P00107892	01-03760	GARVER, LLC	\$349,500.00	\$211,097.90	\$138,402.10	\$138,402.10
PO0108219	01-01893	OSU EXTENSION CENTER	\$106,520.00	\$0.00	\$106,520.00	\$106,520.00
P00108826	01-19037	STANDARD TESTING & ENGINEERIN	\$5,250.00	\$5,065.00	\$185.00	\$185.00
PO0109488	01-01918	GUERNSEY	\$48,100.00	\$43,290.00	\$4,810.00	\$4,810.00
P00112701	01-03995	HILAND PARTNERS, LP	\$800.00	\$0.00	\$800.00	\$800.00
P00112915	01-01885	WIGGINS AUCTIONEERS	\$250,000.00	\$0.00	\$250,000.00	\$250,000.00
P00113272	01-12007	LUCKINBILL, INC.	\$17,950.00	\$0.00	\$17,950.00	\$17,950.00
P00113827	01-02624	LAYNE CHRISTENSEN COMPANY	\$729,162.00	\$51,677.00	\$677,485.00	\$677,485.00
Total 44-	445-9241	-	\$7,383,546.32	\$3,833,703.95	\$3,549,842.37	
Fund Total	44	-	\$7,383,546.32	\$3,833,703.95	\$3,549,842.37	
FUND 51						
ACCOUNT 51-51						
200114126	01-03047	RF-IP, INC.	\$2,268.85		\$2,268.85	E 100 % Carrier est
Total 51-	515-4201	-	\$2,268.85	\$0.00		
ACCOUNT 51-51						
200114131		THE BIKE SHOP, INC.	\$1,327.99	\$0.00	\$1,327.99	\$1,327.99
Total 51-	515-4406			\$0.00	\$1,327.99	
ACCOUNT 51-51						
200111721		CARDIAC SCIENCE, INC.	\$1,500.00	\$0.00	\$1,500.00	\$1,500.00
Total 51-	515-4408			\$0.00	\$1,500.00	
ACCOUNT 51-51						
PO0113950	01-00605	SPECIAL OPS UNIFORMS, INC.			\$2,406.70	
00113971	01-39920	GT DISTRIBUTORS, INC.	\$1,480.60	\$0.00	\$1,480.60	\$1,480.60

CITY OF ENID ENCUMBRANCE DETAIL REPORT Encumbrance Management

Page: 12 User ID: ecrawford

PO Numbe	r Vendor ID	Vendor Name	Original PO	Releived	Encumb	ered
Total	51-515-4419		\$3,887.30	\$0.00	\$3,887.30	
ACCOUNT 5	1-515-9101 					
PO0113877	01-00280	JOHN DEERE COMPANY		\$0.00		
Total	51-515-9101			\$0.00		
ACCOUNT 5	1-515-9151					
PO0109945	01-60230	RICK LORENZ CONSTRUCTION	\$163,942.50	\$0.00	\$163,942.50	\$163,942.5
PO0113876	01-03241	ANTHONY FLOORING SYSTEMS, INC	\$13,575.00	\$0.00	\$13,575.00	\$13,575.0
Total	51-515-9151		\$177,517.50	\$0.00	\$177,517.50	
Fund Tota	al 51			\$0.00	202	
FUND 60						
ACCOUNT 60	0-605-9001					
PO0108432	01-03790	GEORGIA EXPO MANUFACTURING	\$57,915.69	\$13,291.16	\$44,624.53	\$44,624.5
PO0108433	01-03791	OVATIONS FOOD SERVICES, L.P.	\$175,083.43	\$0.00	\$175,083.43	\$175,083.4
200108434	01-03789	BEST BUY FOR BUSINESS	\$52,512.95	\$20,707.13	\$31,805.82	\$31,805.8
200111169	01-03915	PERFORMANCE SURFACES, LLC	\$43,352.00	\$0.00	\$43,352.00	\$43,352.0
200111798	01-03958	TS SPORTS	\$220,623.00	\$198,563.70	\$22,059.30	\$22,059.3
200111799	01-01338	J & P SUPPLY, INC.	\$20,301.52	\$0.00	\$20,301.52	\$20,301.5
00112168	01-03789	BEST BUY FOR BUSINESS	\$11,857.21	\$0.00	\$11,857.21	\$11,857.2
200112313	01-03980	RADIANT SYSTEMS, INC.	\$44,499.48	\$0.00	\$44,499.48	\$44,499.48
00112711	01-03996	CAL-MIL PLASTICS PRODUCT, INC	\$5,512.84	\$0.00	\$5,512.84	\$5,512.84
200112712	01-03789	BEST BUY FOR BUSINESS	\$11,637.16	\$0.00	\$11,637.16	\$11,637.1
00113285	01-04046	INFINITY SOUND, LTD.	\$13,510.00	\$0.00	\$13,510.00	\$13,510.00
00113639	01-03794	BELSON OUTDOORS, INC.	\$6,223.39	\$0.00	\$6,223.39	\$6,223.39
00113753	01-04088	STAR SIGNS, LLC	\$20,050.00	\$10,025.00	\$10,025.00	\$10,025.00
00114284	01-03770	STAGERIGHT CORPORATION	\$4,950.00	\$0.00	\$4,950.00	\$4,950.00
Total	60-605-9001			\$242,586.99		
Fund Tota	1 60		\$688,028.67	\$242,586.99	\$445,441.68	

CITY OF ENID ENCUMBRANCE DETAIL REPORT Encumbrance Management

Page: 13 User ID: ecrawford

PO Number	Vendor ID	Vendor Name	Original PO	Releived	Encumb	ered 
FUND 65						
ACCOUNT 65-6	555-1116					
	01-03879	CURRIER, JOHN	\$2,584.00	\$1,292.00	\$1,292.00	\$1,292.00
Total 65	5-655-1116	-	\$2,584.00	\$1,292.00		
ACCOUNT 65-6						
PO0114288	01-02123	BRADFORD INDUSTRIAL SUPPLY CO	\$1,990.00	\$0.00	\$1,990.00	\$1,990.00
P00114291	01-03953	GONZALES WELDING & CONSTRUCTI	9	\$0.00		
Total 65 ACCOUNT 65-6	-655-4201 55-4406		\$1,990.00	\$0.00		
P00114232	01-16008	PINKLEY SALES CO.		\$0.00		
Total 65	-655-4406	-	\$10,948.60	\$0.00		
ACCOUNT 65-6						
PO0114127		DELL MARKETING, LP	\$2,890.71	\$56.67	\$2,834.04	\$2,834.04
Total 65	-655-4407	-	\$2,890.71	\$56.67		
ACCOUNT 65-6						
00114305		GILDER CORPORATION	\$3,984.00	\$0.00	\$3,984.00	\$3,984.00
Total 65	-655-4418	<del></del>	\$3,984.00	\$0.00		
ACCOUNT 65-6	55-9151 					
00114291	01-03953	GONZALES WELDING & CONSTRUCTI	\$27,548.16	\$0.00	\$27,548.16	\$27,548.16
00114425	01-12007	LUCKINBILL, INC.	\$9,167.00	\$0.00	\$9,167.00	\$9,167.00
Total 65-	-655-9151			\$0.00		
Fund Total	65		\$59,112.47	\$1,348.67	\$57,763.80	
FUND 70						
ACCOUNT 70-70	05-1130					
00112344	70-03501	JDC CONTRACTING	\$1,209.00	\$0.00	\$1,209.00	\$1,209.00
00113637	70-03589	T & J DEMOLITION, LLC	\$1,900.00	\$0.00	\$1,900.00	\$1,900.00

CITY OF ENID ENCUMBRANCE DETAIL REPORT Encumbrance Management

Page: 14

User ID: ecrawford

PO Number	Vendor ID	Vendor Name	Original PO	Releived	Encumber	red
PO0114290	70-33570	JACKSON WRECKING	\$3,360.00	\$0.00	\$3,360.00	\$3,360.00
Total 70-7	05-1130		\$6,469.00	\$0.00	\$6,469.00	
Fund Total	70		\$6,469.00	\$0.00	\$6,469.00	=======
GRAND TOTAL			\$42,859,174.80 \$	29,709,181.19	\$13,149,993.61	

### RESOLUTION

CONSIDER A RESOLUTION AMENDING THE 2013-2014 AIRPORT FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$340,000.00 TO INCREASE THE 2013-2014 APPROPRIATED AMOUNTS FOR THE AIRPORT DEPARTMENT.

WHEREAS, the appropriated amounts for the 2013-2014 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 Enid Economic Development Authority 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 2013-2014 BUDGET BE AMENDED TO INCREASE THE APPROPRIATIONS FOR THE AIRPORT FUND AIRPORT DEPARTMENT:

FUND 20 AIRPORT FUND Revenues Airport Department

\$340,000.00 \$340,000.00

Adopted this 16<sup>th</sup> day of July 2013.

	Mayor	
(Seal)		
ATTEST:		
City Clerk	<del></del>	

#### RESOLUTION

**EMERGENCY** RESOLUTION **AUTHORIZING** THE **CITY** JUDGMENT OF THE WORKERS' ATTORNEY TO LEVY A COMPENSATION COURT OF THE STATE OF OKLAHOMA ENTERED IN FAVOR OF RUSSELL W. HERRING, AND AGAINST THE CITY OF ENID IN THE AMOUNT OF FORTY SEVEN THOUSAND SIX HUNDRED EIGHTY-FIVE DOLLARS (\$47,685.00) AGAINST THE TAX ROLLS; APPROVING AN AGREEMENT ACKNOWLEDGING SUCH JUDGMENT; PROVIDING FOR THE PAYMENT OF SUCH JUDGMENT IN EXCHANGE FOR THE CITY'S PROMISE TO REPAY SUCH JUDGMENT FROM COLLECTED TAX LEVIES: AND DECLARING AN EMERGENCY.

#### **EMERGENCY RESOLUTION**

**WHEREAS**, Russell W. Herring suffered a work-related injury to his lumbar and Thoracic spine on November 30, 2006, during the course of his employment; and,

**WHEREAS**, This matter was adjudicated before the Workers' Compensation Court of the State of Oklahoma on June 21, 2013, with the Court entering an Order awarding Russell W. Herring Forty Seven Thousand Six Hundred Eighty-Five Dollars (\$47,685.00); and,

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

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

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

is hereby approved.

EMERGENCY. WHEREAS, it being immediately necessary for the preservation of the peace, health, safety, and public good of the City and the inhabitants thereof and the prompt payment of lawful claims that the provisions of this Resolution be put in full force and effect, an emergency is hereby declared to exist. By reason whereof, this Resolution shall take effect and be in full force and effect after its passage, as provided by law.

PASSED AND APPROVED by the Mayor and Board of Commissioners on the \_\_\_\_ day of July, 2013.

	THE CITY OF ENID, OKLAHOMA
	William E. Shewey, Mayor
ATTEST	
(SEAL)	
Linda Parks, City Clerk	
Linda Farks, City Clerk	
APPROVED AS TO FORM AND LEGALITY	
Andrea L. Springer, City Attorney	

## ACKNOWLEDGMENT OF JUDGMENT AND AGREEMENT FOR PAYMENT OF JUDGMENT

**WHEREAS**, judgment was entered in the Workers' Compensation Court of the State of Oklahoma, in favor of Russell W. Herring in the amount of Forty Seven Thousand Six Hundred Eighty-Five Dollars (\$47,685); and,

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

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

**WHEREAS**, the Mayor and Board of Commissioners of The City of Enid, Oklahoma, desire to place this judgment on the county judgment rolls and have the payment of said judgment be made in full on July 19, 2013; and,

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

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

1. That by virtue of assignment by Russell W. Herring of his judgment to the EMA, it is entitled to payment of the judgment in the sum of Forty Seven Thousand Six Hundred Eighty-Five Dollars (\$47,685), with interest accruing at the applicable

Oklahoma statutory judgment rate on the unpaid balance.

2. That the EMA accepts assignment of this judgment and payment according to tax

levy as cited herein.

3. That the dates for payment of the judgment from tax levy proceeds by the Mayor

and Board of Commissioners of the City of Enid, Oklahoma is as follows:

A. Payment on June 15, 2015, of one-third (1/3) of the principal amount

together with statutory interest, if any, accrued to date;

B. Payment on June 15, 2016, of one-third (1/3) of the principal amount with

statutory interest, if any, accrued since first payment;

C. Payment on June 15, 2017, of the balance of the principal and statutory

interest due, if any.

4. That the parties understand that the amount of the interim annual payments may

vary according to tax collections by Garfield County and allocation and receipt

thereof by Enid and that payment shall be applied first to interest, then to

principal.

DATED this	day of Ju	ıly, 2013.
------------	-----------	------------

THE ENID MUNICIPAL AUTHORITY

	Smart Manag		
EMA I	rust Manag	ger	

(SEAL)

ATTEST:

	THE CITY OF ENID, OKLAHOMA
	William E. Shewey, Mayor
(SEAL)	
ATTEST:	
Linda Parks, City Clerk	
APPROVED AS TO FORM AND LEGALITY	
Andrea I. Conince of Cites Attangen	
Andrea L. Springer, City Attorney	



July 8, 2013

City Council Mr. Eric Benson, City Manager Mr. Jerald Gilbert, Chief Financial Officer City of Enid Enid, Oklahoma

### The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of the City of Enid (the "City"), which comprise governmental activities, business-type activities, each major fund and aggregate remaining fund information as of and for the year-ended June 30, 2013 which collectively comprise the basic financial statements. We are pleased to confirm our understanding of this audit engagement by means of this letter. Our acceptance of this engagement is subject to our satisfactorily completing our normal engagement acceptance procedures, including review of the audit documentation of your previous auditors. We will notify you promptly if we become aware of anything during our acceptance procedures or the review of audit documentation that results in our not being able to continue this engagement.

Our audit will be conducted with the objective of our expressing our opinions on the financial statements.

We will also perform the audit of the City as of June 30, 2013, so as to satisfy the audit requirements imposed by the Single Audit Act and the U. S. Office of Management and Budget (OMB) Circular No. A-133.

#### The Responsibilities of the Auditor

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS); Government Auditing Standards issued by the Comptroller General of the United States; the provisions of the Single Audit Act, OMB Circular A-133, and OMB's Compliance Supplement. Those standards, circulars, and supplements require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements.

The determination of abuse is subjective; therefore, *Government Auditing Standards* do not expect us to provide reasonable assurance of detecting abuse.

In making our risk assessments, we consider internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the audit committee (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

Our audit will include all of the City's accounts and funds in effect as of and during the year ended June 30, 2013.

The City's discrete component units that are required to be included in the City's basic financial statements are Pegasys, Inc. and the Enid Regional Development Alliance, and the blended component units that are to be included as part of the City's financial statements are Enid Municipal Authority, Vance Development Authority, Enid Public Transportation Authority, Enid Economic Development Authority, Cherokee Strip Conference Center and Meadowlake Golf Course.

There are no component units whose financial statements you have told us will be omitted from the basic financial statements.

The City is a recipient of in Federal programs funded by various Federal agencies, including, but not limited to:

- U.S. Department of Housing and Urban Development
- U.S. Department of Homeland Security
- U.S. Department of Transportation
- U.S. Department of Justice
- Environmental Protection Agency

You will provide us with a preliminary schedule of expenditures of federal awards, covering Federal expenditures for the period from July 1, 2012 through June 30, 2013, by August 31, 2013. We will make our preliminary determination of major programs from this schedule. A final schedule of expenditures of federal awards will be provided to us by October 15, 2013.

Our reports on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and circulars identified above. Our reports on compliance matters will address material errors, fraud, abuse, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts, and any state or federal grant, entitlement, or loan program questioned costs of which we become aware, consistent with requirements of the standards and circulars identified above.

# The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- For establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;
- d. For (a) making us aware of significant vendor relationships where the vendor is responsible for program compliance, (b) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings, and a corrective action plan, and (c) report distribution including submitting the reporting package(s);and
- e. To provide us with:
  - (1) Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
  - (2) Additional information that we may request from management for the purpose of the audit;
  - (3) Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;
  - (4) When applicable, a summary schedule of prior audit findings for inclusion in the single audit reporting package; and
  - (5) If applicable, responses to any findings reported on the schedule of findings and questioned costs.

As part of our audit process, we will request from management and when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit including among other items:

a. That management has fulfilled its responsibilities as set out in the terms of this letter; and

b. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for identifying and ensuring that the City complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud or abuse, and for informing us about all known or suspected fraud or abuse affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud or abuse could have a material effect on the financial statements or compliance. Management is also responsible for informing us of its knowledge of any allegations of fraud or abuse or suspected fraud or abuse affecting the entity received in communications from employees, former employees, analysts, regulators, short sellers, or others.

Management is responsible for the preparation of the required supplementary information (RSI) and supplementary information presented in relation to the financial statements as a whole in accordance with accounting principles generally accepted in the United States of America. Management agrees to include the auditor's report on the RSI and supplementary information in any document that contains the supplementary information and that indicates that the auditor has reported on such RSI and supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

The Audit Committee of the City Council is responsible for informing us of its views about the risks of fraud or abuse within the entity, and its knowledge of any fraud or abuse or suspected fraud or abuse affecting the entity.

You have informed us that you may issue public debt in the future and that you may include our report on your financial statements in the offering statement. You have further informed us that you do not intend that we be associated with the proposed offering

We agree that our association with any proposed offering is not necessary, providing City of Enid agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. City of Enid agrees that the following disclosure will be prominently displayed in any such official statement or memorandum:

Cole & Reed P.C., our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Cole & Reed P.C., also has not performed any procedures relating to this official statement.

#### City of Enid's Records and Assistance

If circumstances arise relating to the condition of the City's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion, issue a report, or withdraw from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by City of Enid personnel, including the preparation of schedules and analyses of accounts, has been and will be discussed and coordinated Mr. Jerald Gilbert, Chief Financial Officer. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

In connection with our audit, you have requested us to perform certain non-audit services necessary for the preparation of the financial statements, including drafting of the financial statements. The independence standards of the *Government Auditing Standards* issued by the Comptroller General of the United States ("GAS") require that the auditor maintain independence so that opinions, findings, conclusions, judgments, and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to the City, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit service to be performed. The City has agreed that Jerald Gilbert, Chief Financial Officer, possesses suitable skill, knowledge, or experience and that the individual understands the financial statement preparation services to be performed sufficiently to oversee them. Accordingly, the management of the City agrees to the following:

- 1. The City has designated Jerald Gilbert, a senior member of management, who possesses suitable skill, knowledge, and experience to oversee the services.
- 2. Jerald Gilbert, will assume all management responsibilities for subject matter and scope of the financial statements.
- 3. The City will evaluate the adequacy and results of the services performed.
- 4. The City accepts responsibility for the results and ultimate use of the services.

GAS further requires we establish an understanding with the management (and those charged with governance) of the City of the objectives of the non-audit service, the services to be performed, the entity's acceptance of its responsibilities, the auditor's responsibilities, and any limitations of the non-audit service. We believe this letter documents that understanding.

#### Other Relevant Information

From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

In accordance with *Government Auditing Standards*, a copy of our most recent peer review report is enclosed, for your information.

#### Fees, Costs, and Access to Workpapers

Our fees for the audit and accounting services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Our fee estimate and completion of our work is based upon the following criteria:

- a. Anticipated cooperation from City personnel
- b. Timely responses to our inquiries
- c. Timely completion and delivery of client assistance requests
- d. Timely communication of all significant accounting and financial reporting matters
- e. The assumption that unexpected circumstances will not be encountered during the engagement

Our fees are based on the time required by the individuals assigned to the engagement, plus direct expenses. Interim billings will be submitted as work progresses and as expenses are incurred. Our fee for the services described in this letter will be as follows:

• Financial and compliance audit

\$ 55,000

Our fees for the services described in this letter will not exceed the amount listed above, unless any of the aforementioned criteria are not met, in which case we will discuss the situation with you before proceeding. Other factors that could cause an adjustment to the professional fees would be the addition of new Federal programs that are "Type A" programs as defined by OMB Circular A-133, new funds not previously communicated to us, changes in laws and regulations, accounting principles, auditing standards, and other matters that increase the amount of work required to complete the audit. All other provisions of this letter will survive any fee adjustment.

The professional fees above also do not include the professional fees for the EPTA Annual Revenue Vehicle Mileage Audit, the Oklahoma DEQ Agreed Upon Procedures, and the Enid Event Center and Convention Hall Agreed Upon Procedures. The terms and conditions for those audits and agreed upon procedures will be subject to separate engagement letters.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position.

Accordingly, the City agrees it will compensate Cole & Reed, P.C. for any additional costs incurred as a result of the City's employment of a partner or professional employee of Cole & Reed.

In the event we are requested or authorized by the City or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the City, the City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The documentation for this engagement is the property of Cole & Reed. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested documentation will be provided under the supervision of Cole & Reed audit personnel and at a location designated by our Firm.

### Reporting

We will issue a written report upon completion of our audit the City's financial statements. Our report will be addressed to the City Council. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In addition to our report on the City's financial statements, we will also issue the following types of reports:

- A report on the fairness of the presentation of the City's schedule of expenditures of federal awards for the year ending June 30, 2013.
- Reports on internal control related to the financial statements, and major programs. These
  reports will describe the scope of testing of internal control and the results of our tests of
  internal controls.
- Reports on compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any noncompliance which could have a material effect on the financial statements and any noncompliance which could have a material effect, as defined by OMB Circular A-133, on each major program.
- A schedule of findings and questioned costs.

This letter constitutes the complete and exclusive statement of agreement between Cole & Reed and the City of Enid, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

Please sign and return this letter to indicate your acknowledgment of, and agreement with, the
arrangements for our audit of the financial statements including our respective responsibilities.

	Cole & Reed
	Mike Gibson, Shareholder
Confirmed on behalf of the City Council:	
Mayor or Chairman of Audit Committee	
Management's acknowledgment of the agreement:	
City Manager	
Chief Financial Officer	



July 8, 2013

City Council and Finance and Audit Committee City of Enid Enid, Oklahoma

This letter is intended to communicate certain matters related to the planned scope and timing of our audit of City of Enid's financial statements and compliance as of and for the year ended June 30, 2013.

#### Communication

Effective two-way communication between our Firm and the members of the Finance and Audit Committee is important to understanding matters related to the audit and in developing a constructive working relationship.

Your insights may assist us in understanding the City of Enid and its environment, in identifying appropriate sources of audit evidence, and in providing information about specific transactions or events. We will discuss with you your oversight of the effectiveness of internal control and any areas where you request additional procedures to be undertaken. We expect that you will timely communicate with us any matters you consider relevant to the audit. Such matters might include strategic decisions that may significantly affect the nature, timing, and extent of audit procedures, your suspicion or detection of fraud, or any concerns you may have about the integrity or competence of senior management.

We will timely communicate to you any fraud involving senior management and other fraud that causes a material misstatement of the financial statements, illegal acts, instances of noncompliance, or abuse that come to our attention (unless they are clearly inconsequential), and disagreements with management and other serious difficulties encountered in performing the audit. We also will communicate to you and to management any significant deficiencies or material weaknesses in internal control that become known to us during the course of the audit. Other matters arising from the audit that are, in our professional judgment, significant and relevant to you in your oversight of the financial reporting process will be communicated to you in writing after the audit.

#### Independence

Our independence policies and procedures are designed to provide reasonable assurance that our firm and its personnel comply with applicable professional independence standards. Our policies address financial interests, business and family relationships, and non-audit services that may be thought to bear on independence. For example, without our permission no partner or professional employee of Cole & Reed is permitted to own any direct financial interest or a material indirect financial interest in a client or any affiliates of a client. Also, if an immediate family member or close relative of a partner or professional employee is employed by a client in a key position, the incident must be reported and resolved in accordance with Firm policy. In addition, our policies restrict certain non-audit services that may be provided by Cole & Reed and require audit clients to accept certain responsibilities in connection with the provision of permitted non-attest services.

#### **Audit Planning Process**

Our audit approach places a strong emphasis on obtaining an understanding of how your entity functions. This enables us to identify key audit components and tailor our procedures to the unique aspects of your entity. The development of a specific audit plan will begin by meeting with you and with management to obtain an understanding of business objectives, strategies, risks, and performance.

We will obtain an understanding of internal control over financial reporting and compliance with laws, regulations, and provisions of contracts and grant agreements to assess the impact of internal control on determining the nature, timing, and extent of audit procedures, and we will establish an overall materiality limit for audit purposes. We will conduct formal discussions among engagement team members to consider how and where your financial statements might be susceptible to material misstatement due to fraud or error or to instances of noncompliance.

We will use this knowledge and understanding, together with other factors, to first assess the risk that errors or fraud may cause a material misstatement at the financial statement level. The assessment of the risks of material misstatement at the financial statement level provides us with parameters within which to design the audit procedures for specific account balances and classes of transactions. Our risk assessment process at the account-balance or class-of-transactions level consists of:

- An assessment of inherent risk (the susceptibility of an assertion relating to an account balance or class of transactions to a material misstatement, assuming there are no related controls); and
- An evaluation of the design effectiveness of internal control over financial reporting and our assessment of control risk (the risk that a material misstatement could occur in an assertion and not be prevented or detected on a timely basis by the City of Enid's internal control).

Similar assessments will also be made relative to compliance with laws, regulations, and provisions of contracts and grant agreements.

We will then determine the nature, timing and extent of tests of controls and substantive procedures necessary given the risks identified and the controls as we understand them.

#### The Concept of Materiality in Planning and Executing the Audit

In planning the audit, the materiality limit is viewed as the maximum aggregate amount of misstatements, which if detected and not corrected, would cause us to modify our opinion on the financial statements. The materiality limit is an allowance not only for misstatements that will be detected and not corrected but also for misstatements that may not be detected by the audit. Our assessment of materiality throughout the audit will be based on both quantitative and qualitative considerations. Because of the interaction of quantitative and qualitative considerations, misstatements of a relatively small amount could have a material effect on the current financial statements as well as financial statements of future periods. At the end of the audit, we will inform you of all individual unrecorded misstatements aggregated by us in connection with our evaluation of our audit test results.

#### **Internal Control and Compliance**

Our audit of the financial statements will include obtaining an understanding of internal control sufficient to plan the audit and to determine the nature, timing, and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Our review and understanding of the entity's internal control is not undertaken for the purpose of expressing an opinion on the effectiveness of internal control.

We will issue reports on internal control related to the financial statements and major programs. These reports describe the scope of testing of internal control and the results of our tests of internal controls. Our reports on internal control will include any significant deficiencies and material weaknesses in the system, of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with the requirements of the Government Auditing Standards issued by the Comptroller General of the United States, the Single Audit Act, and, if applicable, the U.S. Office of Management and Budget, (OMB) Circular No. A-133.

We will issue reports on compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any noncompliance which could have a material effect on the financial statements and any noncompliance which could have a direct and material effect on each major program. Our reports on compliance will address material errors, fraud, abuse, violations of compliance requirements, and other responsibilities imposed by state and federal statutes and regulations and assumed contracts; and any state or federal grant, entitlement or loan program questioned costs of which we become aware, consistent with the requirements of the standards and circular identified above.

#### Timing of the Audit

Fieldwork is scheduled to begin in October 2013. We plan to issue the auditors' report on the financial statements by December 31, 2013. Management's adherence to its closing schedule and timely completion of information used by us in performance of the audit is essential to meeting this schedule and completing our audit on a timely basis.

#### Closing

This letter is intended solely for the information and use of the members of the City Council and Finance and Audit Committee, and management, of the City of Enid and is not intended to be and should not be used by anyone other than the specified parties.

We will be pleased to respond to any questions you have about the foregoing. We appreciate the opportunity to be of service to the City of Enid.

## CONTRACT FOR PUBLIC SERVICES BETWEEN THE CITY OF ENID AND ENID ARTS & SCIENCE FOUNDATION

THIS CONTRACT is made and entered into by and between the City of Enid, Oklahoma, an Oklahoma Municipal Corporation, hereinafter called "City", and Enid Arts & Science Foundation, d/b/a Leonardo's Discovery Warehouse, an Oklahoma Non-Profit Corporation, hereinafter called "Contractor."

**WHEREAS**, Leonardo's Discovery Warehouse has provided services to the residents of the City of Enid for over fifteen (15) years; and,

**WHEREAS**, in accordance with Okla. Const. Art. 10, §§ 14 and 17, the Mayor and Board of Commissioners of the City of Enid, Oklahoma, find that the Leonardo's Discovery Warehouse serves a proper public purpose, and;

**WHERAS**, Leonardo's Discovery Warehouse desires to continue to provide public services to the residents of the City of Enid; and,

**NOW THEREFORE**, in consideration of the mutual promises, covenants, and conditions herein stated and in consideration of the mutual benefits, which will accrue to the parties, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

- 1. <u>Engagement of Contractor</u>. The City hereby engages Contractor for Contractor to perform certain public services for the benefit of the residents of the City of Enid. Contractor accepts such engagement pursuant to the terms and conditions set forth herein.
- 2. <u>Scope of Engagement</u>. The purpose of this contract is for Contractor to provide community services to the residents of the City of Enid. Contractor shall use its good faith and best efforts to fulfill the following work, goals, and priorities. Such scope of work shall include the following:
  - a. <u>Family Membership Scholarship Program</u>. Contractor shall provide, and continue to provide throughout the term of this Contract, a Family Membership Scholarship Program. Such program shall comply with the following minimum requirements:
    - 1) A minimum of thirty (30) Annual Family Membership Scholarships, shall be made available. Said annual scholarships shall cover up to five (5) family members per scholarship.
      - a) Fifteen (15) scholarships shall be available to City of Enid Employees and administered through the City of Enid Human Resources Department.

- b) Twenty-five (25) scholarships shall be available to residents of the City of Enid and administered through Contractor.
- 2) Applicants for Family Membership Scholarships shall be required to demonstrate "need" and an inability to pay in accordance with Housing and Urban Development (HUD) income qualifications and/or state assistance income qualifications.
- Recipients of Family Membership Scholarships shall receive their annual membership at no cost, but shall be required to pay the applicable taxes.
- b. <u>Camp Leonardo's</u>. Contractor shall provide Camp Leonardo's during the term of this Contract for a minimum of seven (7) weeks during June and July, as well as during the Enid Public Schools' Spring. Such camp shall comply with the following minimum requirements:
  - 1) Available to children ages four (4) through twelve (12).
  - 2) Three sessions shall be made available morning, afternoon, and all-day.
  - 3) A minimum of ten percent (10%) of attendees each week shall receive scholarships.
    - a) Scholarship applicants shall be required to demonstrate "need" and an inability to pay in accordance with HUD income qualifications and/or state assistance income qualifications.
    - a) A scholarship shall cover the tuition for either the morning or afternoon session for one (1) child for one (1) week.
    - b) Additional weeks of attendance for scholarship recipients shall be made available at a cost of one-half (1/2) of the tuition rate.
- c. <u>Oklahoma Museum Network</u>. Contractor shall be, and continue to be throughout the term of this Contract, a member of the Oklahoma Museum Network.
- d. <u>Hometown Fourth of July Celebration</u>. Contractor shall provide a Fourth of July Celebration. Such celebration shall comply with the following minimum requirements:
  - 1) Available to persons of all ages.
  - 2) Shall be held on or near the fourth (4th) day of July.
  - 3) Contractor shall advertise in outside communities in order to bring additional visitors to Enid.

- 4) The admission fee for the day of the celebration shall include admission to the museum, as well as the celebration, and shall be offered at a reduced price to all.
- e. <u>Bi-Annual Free Admission Day</u>. Contractor shall provide one (1) free admission day twice per year. The date of the free admission shall be chosen by the Contractor.
- 3. <u>Term.</u> This contract shall be effective from the 1st day of July, 2013, through the 30th day of June, 2014.
- 4. <u>Compensation</u>. The City and Contractor agree that Contractor will be compensated in the amount of twenty-five thousand dollars (\$25,000.00) to provide public services as described in Paragraph 2.
- 5. <u>Payment to Contractor</u>. Contractor shall present an invoice for payment of compensation to the City of Enid. The City shall pay such invoice within twenty (20) days of the first meeting of the Mayor and Board of Commissioners of the City of Enid after receipt of this invoice.
- 6. <u>Independent Contractor Status of Contractor</u>. 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.
- 7. <u>Non-Discrimination</u>. 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.
- 8. <u>Compliance with Laws</u>. Contractor shall conduct its 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.
- 9. <u>Default</u>. 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.

Contract for public services between the City of Enid and Enid Arts & Science Foundation, 2013 Local Program Funding

- 10. <u>Interpretation of Law</u>. 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.
- 11. 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.
- 12. <u>Termination, Remedies Upon Default.</u>
  - a. Upon default and in addition to any other remedies available to it on account of such event of default, either party may terminate this contract without further notice.
  - b. A default by Contractor shall result in the requirement to return funds to the City and/or disqualification from future funding.
  - c. No right or remedy herein conferred upon or reserved to either of the parties is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative to any other right or remedy given hereunder or now or hereafter legally existing 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. <u>Notices</u>. 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: City Attorney

P.O. Box 1768 Enid, OK 73702

CONTRACTOR: Enid Arts & Science Foundation d/b/a

Leonardo's Discovery Warehouse

200 E. Maple Enid, Ok 73701

- 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. <u>Indemnification and Hold Harmless</u>. 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.
- 15. <u>Assignment</u>. Neither party shall assign this contract or any interest herein without the express, written consent of the other party.
- 16. <u>Construction</u>. 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.
- 17. <u>Integration and Amendments</u>. This contract constitutes the entire agreement between the parties and may not be amended, altered, modified or changed in any way except in writing signed by all parties to this contract and which specifically references this contract. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this contract. No course of dealings involving the parties hereto and no usage of trade shall be relevant or admissible to interpret, supplement, explain or in any way vary any of the terms expressly set forth in this Agreement. Any amendment to this contract shall be attached to this contract and all of the terms in this contract not addressed in the amendment shall remain in full force and effect.
- 18. <u>Binding Effect</u>. This contract binds the parties and any successors and assigns of the parties.
- 19. <u>Severability</u>. 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.
- 20. <u>Counterparts</u>. 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.

Contract for public services between the City of Enid and Enid Arts & Science Foundation, 2013 Local Program Funding

- 21. <u>Third Party Beneficiaries</u>. 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 Agreement, except as provided expressly herein.
- 22. <u>Good Faith and Best Efforts</u>. 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.
- 23. <u>Identity Theft Prevention</u>. Contractor, for itself, successors, assigns, and subcontractors agree to familiarize themselves with 16 CFR § 681, Identity Theft Rules and 24 Okla. Stat. § 161 et seq., the Security Breach Notification Act. Contractor agrees to meet or exceed the guidelines set out in those laws, including, but not limited to, its policies and procedures regarding training of personnel, use of any personal information obtained, and reporting of "Red Flag" events.
- 24. <u>Employment Verification</u>. The City of Enid requires all contractors to verify that employees working pursuant to contracts with the City of Enid are legally authorized to work in the United States. Contractor agrees to verify and document 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 verify and document the employment eligibility of all employees who may perform services pursuant to this Contract.
- 25. Governmental Tort Claims Act. By entering into this Agreement, City and its "employees," as defined by the Governmental Tort Claims Act, 51 Okla. Stat. § 151 et seq., do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Agreement modifies and/or waives any provision of the Local Government Tort Claims Act.
- 26. <u>Bargaining</u>. Both parties have had the opportunity to seek independent legal counsel before entering into this Contract. The language of this Contract shall be construed simply, according to its fair meaning, and not strictly for or against either party.

**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
	William E. Shewey, Mayor

Contract for public services between the City of Enid and Enid Arts & Science Foundation, 2013 Local Program Funding	
(SEAL)	
ATTEST:	
Linda Parks, City Clerk	
Date:	"CONTRACTOR" Enid Arts & Science Foundation, d/b/a Leonardo's Discovery Warehouse, an Oklahoma Non-Profit Corporation
	Julie P. Baird, Executive Director
WITNESS:	
Signature	
Printed Name and Title	

# CONTRACT FOR PUBLIC SERVICES BETWEEN THE CITY OF ENID AND BOOKER T. WASHINGTON COMMUNITY CENTER, INC.

THIS CONTRACT is made and entered into by and between the City of Enid, Oklahoma, an Oklahoma Municipal Corporation, hereinafter called "City", and Booker T. Washington Community Center, Inc., an Oklahoma Non-Profit Corporation, hereinafter called "Contractor."

**WHEREAS**, Booker T. Washington Community Center, Inc., has provided services to the residents of the City of Enid for over thirty years; and,

**WHEREAS**, in accordance with Okla. Const. Art. 10, §§ 14 and 17, the Mayor and Board of Commissioners of the City of Enid, Oklahoma, find that the Booker T. Washington Community Center serves a proper public purpose, and;

**WHERAS**, Booker T. Washington Community Center, Inc., desires to continue to provide public services to the residents of the City of Enid; and,

**NOW THEREFORE**, in consideration of the mutual promises, covenants, and conditions herein stated and in consideration of the mutual benefits, which will accrue to the parties, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

- 1. <u>Engagement of Contractor</u>. The City hereby engages Contractor for Contractor to perform certain public services for the benefit of the residents of the City of Enid. Contractor accepts such engagement pursuant to the terms and conditions set forth herein.
- 2. <u>Scope of Engagement</u>. The purpose of this contract is for Contractor to provide community services to the residents of the City of Enid. Contractor shall use its good faith and best efforts to fulfill the following work, goals, and priorities. Such scope of work shall include the following:
  - a. <u>Mentoring Program</u>. Contractor shall provide, and continue to provide throughout the term of this Contract, a mentoring program.
  - b. <u>After School Program</u>. Contractor shall provide, and continue to provide throughout the 2013-2014 school year, an after school program. Such after school program shall comply with the following minimum requirements:
    - 1) Available to children in Pre-Kindergarten through the Seventh Grade.
    - 2) Available from 3:00 pm through 5:30 pm, Monday through Friday.
    - 3) Kids' Café shall provide one (1) meal per day.
    - 4) Tutoring shall be made available daily.

- 5) Recreation shall be made available daily.
- c. <u>Evening Program</u>. Contractor shall provide, and continue to provide throughout the term of this Contract, an evening program. Such evening program shall comply with the following minimum requirements:
  - 1) Available to persons of all ages.
  - 2) Available from 5:30 pm through 9:00 pm.
  - 3) Team Sport practice and game areas shall be available.
  - 4) Weight room, gym, and recreation facilities shall be available.
- d. <u>Summer Program</u>. Contractor shall provide, and shall continue to provide throughout the 2013-2014 school year summer break, a summer program. Such summer program shall comply with the following minimum requirements:
  - 1) Available to children in Pre-Kindergarten through the Seventh Grade.
  - 2) Available from 7:00 am until 12:00 pm, Monday through Friday.
  - 3) Kids' Café shall provide one (1) meal per day.
  - 4) Recreation shall be made available daily.
- 3. <u>Term.</u> This contract shall be effective from the 1st day of July, 2013, through the 30th day of June, 2014.
- 4. <u>Compensation</u>. The City and Contractor agree that Contractor will be compensated in the amount of fifteen thousand dollars (\$15,000.00) to provide public services as described in Paragraph 2.
- 5. <u>Payment to Contractor</u>. Contractor shall present an invoice for payment of compensation to the City of Enid. The City shall pay such invoice within twenty (20) days of the first meeting of the Mayor and Board of Commissioners of the City of Enid after receipt of this invoice.
- 6. <u>Non-Discrimination</u>. 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.

- 7. <u>Independent Contractor Status of Contractor</u>. 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.
- 8. <u>Compliance with Laws</u>. Contractor shall conduct its 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.
- 9. <u>Default</u>. 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.

### 10. Termination, Remedies Upon Default.

- a. Upon default and in addition to any other remedies available to it on account of such event of default, either party may terminate this contract without further notice.
- b. A default by Contractor shall result in the requirement to return funds to the City and/or disqualification from future funding.
- c. No right or remedy herein conferred upon or reserved to either of the parties is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative to any other right or remedy given hereunder or now or hereafter legally existing 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.
- 11. <u>Interpretation of Law</u>. 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.

- 12. <u>Choice of Law.</u> 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.
- 13. <u>Notices</u>. 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: City Attorney

P.O. Box 1768 Enid, OK 73702

CONTRACTOR: Booker T. Washington Community Center, Inc.

800 S. 5th ST Enid, OK 73701

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. <u>Indemnification and Hold Harmless</u>. 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.
- 15. <u>Assignment</u>. Neither party shall assign this contract or any interest herein without the express, written consent of the other party.
- 16. <u>Construction</u>. 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.
- 17. <u>Binding Effect</u>. This contract binds the parties and any successors and assigns of the parties.
- 18. <u>Severability</u>. 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.

- 19. <u>Integration and Amendments</u>. This contract constitutes the entire agreement between the parties and may not be amended, altered, modified or changed in any way except in writing signed by all parties to this contract and which specifically references this contract. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this contract. No course of dealings involving the parties hereto and no usage of trade shall be relevant or admissible to interpret, supplement, explain or in any way vary any of the terms expressly set forth in this Agreement. Any amendment to this contract shall be attached to this contract and all of the terms in this contract not addressed in the amendment shall remain in full force and effect.
- 20. <u>Counterparts</u>. 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.
- 21. <u>Third Party Beneficiaries</u>. 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 Agreement, except as provided expressly herein.
- 22. <u>Good Faith and Best Efforts</u>. 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.
- 23. <u>Identity Theft Prevention</u>. Contractor, for itself, successors, assigns, and subcontractors agree to familiarize themselves with 16 CFR § 681, Identity Theft Rules and 24 Okla. Stat. § 161 et seq., the Security Breach Notification Act. Contractor agrees to meet or exceed the guidelines set out in those laws, including, but not limited to, its policies and procedures regarding training of personnel, use of any personal information obtained, and reporting of "Red Flag" events.
- 24. <u>Employment Verification</u>. The City of Enid requires all contractors to verify that employees working pursuant to contracts with the City of Enid are legally authorized to work in the United States. Contractor agrees to verify and document 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 verify and document the employment eligibility of all employees who may perform services pursuant to this Contract.
- 25. Governmental Tort Claims Act. By entering into this Agreement, City and its "employees," as defined by the Governmental Tort Claims Act, 51 Okla. Stat. § 151 et seq., do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Agreement modifies and/or waives any provision of the Local Government Tort Claims Act.

Contract for public services between the City of Enid and Booker T. Washington Community Center, Inc. 2013 Local Program Funding

26. <u>Bargaining</u>. Both parties have had the opportunity to seek independent legal counsel before entering into this Contract. The language of this Contract shall be construed simply, according to its fair meaning, and not strictly for or against either party.

**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
	William E. Shewey, Mayor
(SEAL)	
ATTEST:	
Linda Parks, City Clerk	
Date:	"CONTRACTOR"
Date.	Booker T. Washington Community Center, Inc. an Oklahoma Non-Profit Corporation
	Clifford Porter, Executive Director
	Chilord Forter, Executive Director
WITNESS:	
Signature	
Printed Name and Title	

# CONTRACT FOR YOUTH SHELTER SERVICES BETWEEN THE CITY OF ENID AND YOUTH AND FAMILY SERVICES OF NORTH CENTRAL OKLAHOMA, INC.

THIS CONTRACT is made and entered into by and between the City of Enid, Oklahoma, an Oklahoma Municipal Corporation, hereinafter called "City", and Youth and Family Services of North Central Oklahoma, Inc., an Oklahoma Non-Profit Corporation, hereinafter called "Contractor."

**WHEREAS**, Contractor has provided services to the residents of the City of Enid for over thirty years; and,

**WHEREAS**, the City is, from time to time, in need of temporary housing for deprived, in need of supervision, delinquent children, and children in need of treatment, who are in need of temporary housing; and,

**WHERAS**, Contractor desires to continue to provide public services to the residents of the City of Enid; and,

**WHEREAS**, in accordance with Okla. Const. Art. 10, §§ 14 and 17, the Mayor and Board of Commissioners of the City of Enid, Oklahoma, find that the services provided by the Contractor serve a proper public purpose, and;

**NOW THEREFORE**, in consideration of the mutual promises, covenants, and conditions herein stated and in consideration of the mutual benefits, which will accrue to the parties, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

- 1. <u>Engagement of Contractor</u>. The City hereby engages Contractor for Contractor to provide certain public services for the benefit of the residents of the City of Enid. Contractor accepts such engagement pursuant to the terms and conditions set forth herein.
- 2. <u>Scope of Engagement</u>. The purpose of this contract is for Contractor to provide public services for the City of Enid. Contractor shall use its good faith and best efforts to fulfill the following work, goals, and priorities. Such scope of work shall include the following:
  - a. <u>Youth Shelter</u>. Contractor shall provide, and continue to provide throughout this Agreement, an emergency youth shelter, which provides temporary housing to children. Such youth shelter shall comply with the following minimum requirements:
    - 1) Available to children from newborn through eighteen (18) years of age and who meet the admission policies of the shelter.
    - 2) Available to deprived and in need of supervision children who reside within the corporate limits of the City of Enid.

- 3) Available to delinquent children and children in need of treatment at the request of the Judge of the Municipal Court or the Community Intervention Center (CIC).
- 4) Available twenty-four (24) hours per day, three hundred and sixty-five (365) days per year.
- 5) 4 beds shall be reserved for children from the City of Enid.
- 3. <u>Term.</u> This contract shall be effective from the 1st day of July, 2013, through the 30th day of June, 2014.
- 4. <u>Compensation</u>. The City and Contractor agree that Contractor will be compensated in the amount of seven thousand dollars (\$7,000.00) to provide public services as described in Paragraph 2.
- 5. <u>Payment to Contractor</u>. Contractor shall present an invoice for payment of compensation to the City of Enid. The City shall pay such invoice within twenty (20) days of the first meeting of the Mayor and Board of Commissioners of the City of Enid after receipt of this invoice.
- 6. <u>Independent Contractor Status of Contractor</u>. 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.
- 7. <u>Non-Discrimination</u>. 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.
- 8. <u>Compliance with Laws</u>. Contractor shall conduct its 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.

- 9. <u>Default</u>. 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.
- 10. <u>Termination, Remedies Upon Default.</u>
  - a. Upon default and in addition to any other remedies available to it on account of such event of default, either party may terminate this contract without further notice.
  - b. A default by Contractor shall result in the requirement to return funds to the City and/or disqualification from future funding.
  - c. No right or remedy herein conferred upon or reserved to either of the parties is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative to any other right or remedy given hereunder or now or hereafter legally existing 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.
- 11. <u>Notices</u>. 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: City Attorney

P.O. Box 1768 Enid, OK 73702

CONTRACTOR: Youth and Family Services of North Central

Oklahoma, Inc. 605 W. Oxford AVE Enid, Ok 73701

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.

12. <u>Interpretation of Law</u>. 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.

- 13. <u>Choice of Law.</u> 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.
- 14. <u>Indemnification and Hold Harmless</u>. 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.
- 15. <u>Assignment</u>. Neither party shall assign this contract or any interest herein without the express, written consent of the other party.
- 16. <u>Construction</u>. 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.
- 17. <u>Integration and Amendments</u>. This contract constitutes the entire agreement between the parties and may not be amended, altered, modified or changed in any way except in writing signed by all parties to this contract and which specifically references this contract. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this contract. No course of dealings involving the parties hereto and no usage of trade shall be relevant or admissible to interpret, supplement, explain or in any way vary any of the terms expressly set forth in this Agreement. Any amendment to this contract shall be attached to this contract and all of the terms in this contract not addressed in the amendment shall remain in full force and effect.
- 18. <u>Binding Effect</u>. This contract binds the parties and any successors and assigns of the parties.
- 19. <u>Severability</u>. 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.

- 20. <u>Counterparts</u>. 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.
- 21. <u>Third Party Beneficiaries</u>. 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 Agreement, except as provided expressly herein.
- 22. <u>Good Faith and Best Efforts</u>. 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.
- 23. <u>Identity Theft Prevention</u>. Contractor, for itself, successors, assigns, and subcontractors agree to familiarize themselves with 16 CFR § 681, Identity Theft Rules and 24 Okla. Stat. § 161 et seq., the Security Breach Notification Act. Contractor agrees to meet or exceed the guidelines set out in those laws, including, but not limited to, its policies and procedures regarding training of personnel, use of any personal information obtained, and reporting of "Red Flag" events.
- 24. <u>Employment Verification</u>. The City of Enid requires all contractors to verify that employees working pursuant to contracts with the City of Enid are legally authorized to work in the United States. Contractor agrees to verify and document 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 verify and document the employment eligibility of all employees who may perform services pursuant to this Contract.
- 25. Governmental Tort Claims Act. By entering into this Agreement, City and its "employees," as defined by the Governmental Tort Claims Act, 51 Okla. Stat. § 151 et seq., do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Agreement modifies and/or waives any provision of the Local Government Tort Claims Act.
- 26. <u>Bargaining</u>. Both Parties have had the opportunity to seek independent legal counsel before entering into this Contract. The language of this Contract shall be construed simply, according to its fair meaning, and not strictly for or against either party.

**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
	an Okianoma wumerpar Corporation
	William E. Shewey, Mayor
(SEAL)	
ATTEST:	
Linda Parks, City Clerk	
Date:	"CONTRACTOR" Youth and Family Services of North Central Oklahoma, Inc., an Oklahoma Non-Profit Corporation
	C: cm atuma
	Signature Printed Name
	Title
WITNESS:	
Signature	
Printed Name and Title	

# CONTRACT FOR PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS SERVICES BETWEEN THE CITY OF ENID, OKLAHOMA, AND PEGASYS, INC.

This Contract is made and entered into by and between the City of Enid, Oklahoma, an Oklahoma Municipal Corporation, hereinafter called "City," and PEGASYS, Inc., an Oklahoma Non-Profit Corporation, hereinafter called "PEGASYS."

#### WITNESSETH:

**WHEREAS**, PEGASYS is a non-profit corporation created for the express purpose of providing, producing and disseminating non-commercial, educational, cultural and public interest programming on the public, educational, and governmental access channels of the Enid Cable Television System; and,

**WHEREAS**, the City is a municipal corporation which desires to enter into a contract with PEGASYS so that the community may be better served by this communications network; and,

**WHEREAS**, the Mayor and Board of Commissioners of the City of Enid deem this contract and the services to be performed hereunder to be unique as a professional services contract; and,

**WHEREAS**, in accordance with Okla. Const. Art. 10, §§ 14 and 17, the Mayor and Board of Commissioners of the City of Enid, Oklahoma, find that PEGASYS serves a proper public purpose, and;

**WHERAS**, PEGASYS desires to continue to provide public, education and governmental access services to the residents of the City of Enid.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and conditions herein stated and in consideration of the mutual benefits, which will accrue to the parties, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

- 1. <u>Engagement of PEGASYS</u>. The City hereby engages PEGASYS for PEGASYS to perform certain public, educational, and governmental public access television services for the benefit of the City and the public generally. PEGASYS accepts such engagement, pursuant to the terms and conditions set forth herein.
- 2. Scope of Engagement. The purpose of this Contract is for PEGASYS to provide public access television services. PEGASYS shall use its good faith and best efforts to fulfill the following scope of work, goals and priorities for the City and the public generally. The scope of work shall be performed at the sole expense of PEGASYS, with no additional payment of the City required, except the compensation as set out herein. Such scope of work includes the following tasks and objectives:

- a. Videotape and broadcast live all regular meetings of the Mayor and Board of City Commissioners, Enid Municipal Authority and Enid Economic Development Authority (hereinafter collectively referred to as "entities").
- b. Video (studio or truck) all special and emergency meetings and public hearings of such entities, and other special events, as directed in writing by the City Manager, with twenty-four (24) hours notice, not to exceed 15 projects during the term of this contract.
- c. Video programs featuring city management, semi-monthly, and any other (studio productions) featuring the Mayor or any individual member of the Board of Commissioners on a monthly basis.
- d. Provide character generator services on the Public Access Station by listing upcoming public events in the City of Enid through a Video Community Calendar, updating such calendar on a workday basis.
- e. Provide the City production time for special projects upon reasonable request of a member of the administrative staff. Examples of these projects are: risk management videos, personnel videos, public service videos, public safety videos, and economic development videos.
- f. Continue to provide services to public access users for users fees as determined by the PEGASYS Board of Directors. Retain and increase the number of public access users during the term of the contract. Provide training in the use of the facilities and equipment for public access users in order to allow them to produce quality programs.
- g. Provide a daily broadcast of eight (8) hours of varied, locally produced or sponsored programming during the hours of 5:00 a.m. to 12:00 midnight.
- h. Provide each educational institution, include only: the Enid Public Schools, Northern Oklahoma College Enid, Northwestern Oklahoma State University Enid, and Autry Tech (hereinafter the "institutions"), with training for three (3) persons in the use of the facilities and equipment similar to that provided for public access users in subparagraph f to aid them in the production of quality educational programs.
- i. Video all regular meetings of the Enid Public School Board, unless it conflicts with special city commission meetings or special city requests.
- 3. <u>Video and Production</u>. When used in this contract, the term "video" shall include any necessary editing and production services necessary to produce a feature presentation on each such project to cablecast on the PEG channel. It is agreed by and between the parties that each project, program, or production required to be produced pursuant to the terms of this contract shall include approximately ten (10) hours of production time; in

the event that any individual program or project requires any additional time to produce, an appropriate credit equal to the additional time required to produce such program shall be given and thereby proportionately reduce the total number of projects, programs or productions required under this contract. The projects, programs, and productions required pursuant to the terms of this contract shall constitute the scope of services required hereunder; however, PEGASYS agrees to accommodate additional program requests so long as such requests are reasonable considering staff time and fiscal resources. PEGASYS should ensure that the quality of videotaping, editing and production of any meeting, event and project is of the highest quality that can be produced by PEGASYS within the limitations of their budget, equipment, studio, and personnel.

- 4. Term. The term of this Contract shall be from July 1, 2013 until June 30, 2014.
- 5. <u>Compensation</u>. PEGASYS will be compensated in the amount of one hundred and eighty-five thousand dollars (\$185,000.00) to provide the services as described in Paragraph 2. Payment shall be as follows:
  - a. Each month for eleven months, PEGASYS shall present to the City an invoice in the amount of fifteen thousand four hundred sixteen dollars and sixty-six cents (\$15,416.66). In the twelfth month, PEGASYS shall present to the City an invoice in the amount of fifteen thousand four hundred sixteen dollars and seventy-four cents (\$15,416.74). The City shall pay such invoices within twenty (20) days of the first meeting of the Mayor and Board of Commissioners of the City of Enid after receipt of this invoice.
  - b. The compensation paid herein shall be in lieu of any other fee or compensation from the City and PEGASYS shall perform all the services as set out for the compensation stated herein.
- 6. <u>Budget</u>. In order to be considered for future fiscal year funding, on or before April 30, 2014, PEGASYS shall submit a budget to the City of Enid for the following July 1st through June 30th fiscal year.
- 7. Monthly Financial Statement, Audit, and Annual Report. PEGASYS will provide a monthly financial report to the City Finance Director by the 15th of every month. PEGASYS will engage an independent auditor to conduct an annual audit of PEGASYS' financial statements. The audit report should be delivered to the City Financial Director by December 31st for the previous fiscal year ended June 30th. PEGASYS staff will report the audit results to the Mayor and Board of Commissioners of the City of Enid annually, no later than December 31st for the previous fiscal year ended June 30th.
- 8. Ownership of Property. All leaseholds, equipment, materials, supplies, apparatuses, facilities, vehicles, and all other personal property of PEGASYS shall be the property of PEGASYS. Provided however, in the event that this contract is terminated for any cause or if the contract is not renewed for any succeeding annual term, or if PEGASYS ever

loses its federal 501(c)(3) tax-exempt status or if PEGASYS is ever dissolved, or if PEGASYS ever declares bankruptcy or is placed into bankruptcy or under a receiver, then in such event, all leaseholds, equipment, materials, supplies, apparatuses, facilities, vehicles, and all other personal property of PEGASYS, shall be immediately transferred and become the property of the City, free from any right, title, or interest of PEGASYS. In addition, any revenue which originated from the City which remains with PEGASYS on the date of such event or events, shall be transferred by PEGASYS to the City, save and except those monies necessary to finalize the dissolution or termination of the corporation. This requirement will be applicable to any leasehold, materials, supplies, fixtures, apparatuses, equipment, facilities, vehicles, and/or funds which were provided or furnished, contractually or otherwise, by the City or by any cable operator, but shall not include any revenue generated through any other third party source or contract. Funds derived from any third party source or contract shall not be commingled with any funds which originated from the City or any cable operator for the purchase of any materials, supplies, fixtures, facilities, equipment, apparatuses, vehicles, or other property without prior written approval of the City Manager.

- 9. <u>Maintenance of Equipment</u>. PEGASYS shall keep all of their equipment, facilities, apparatuses, vehicles and other property in good and repairable condition at all times during the term of this contract.
- 10. <u>Primary Client</u>. PEGASYS shall at all times during the term of this contract recognize that the City is its primary client and shall therefore direct its resources and staff time to ensure that the needs and desires of the City are at all times met. In the event of a conflict, the City shall always be given top priority. If PEGASYS is working for another client, but is immediately required by the City for any service under the scope of work as provided hereinabove, PEGASYS shall within a twenty four (24) hour period be able to relocate and set up to video the City program or service.
- 11. <u>Filing of Tax Documents</u>. PEGASYS shall be responsible and legally bound for the preparation and filing of all returns and documents required under the Federal Insurance Contribution Act and the Federal Unemployment Act or any other federal or state legislation. PEGASYS shall be responsible for the payment of all amounts required to be paid pursuant to any federal or state legislation and all withholding tax.
- 12. <u>Independent Contractor Status of PEGASYS</u>. PEGASYS is a separate, legal entity subject to direction and control by its board of directors, and the parties make this contract accordingly. All persons working for PEGASYS under this contract shall be employees of PEGASYS and shall not be considered employees of City. The hiring, discharge, supervision, and management of the employees of PEGASYS who provide services under this contract, including, but not limited to, the determination from time to time of the qualifications of such PEGASYS employees who are required to perform the duties of PEGASYS, 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 PEGASYS hereunder shall be within the sole direction of PEGASYS.

#### 13. Insurance.

a. PEGASYS shall secure the following insurance in the following minimum amounts with respect to its operations under this contract:

Amount of Insurance
Statutory Limits
\$100,000 per claimant per occurrence \$1,000,000 for all claims per occurrence
\$100,000 per claimant per occurrence \$1,000,000 for all claims per occurrence \$25,000 property damage
\$100,000 per claimant per occurrence \$1,000,000 for all claims per occurrence \$25,000 property damage

Property insurance for all PEGASYS property shall be provided at fair market value.

- b. Each policy shall provide written notice to the City in the event the policy is canceled, not renewed, terminated or the limits reduced.
- 14. <u>Non-Discrimination</u>. 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.
- 15. <u>Authority</u>. Neither by this Contract, nor by its business dealings with PEGASYS does the City delegate any authority to PEGASYS to make decisions for the City. PEGASYS has no authority to obligate the City.
- 16. Compliance with Laws. PEGASYS shall conduct its 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. PEGASYS agrees to comply with the Oklahoma Open Meeting Act, 25 Okla. Stat. § 301 et seq.) for any meeting, or any portion of a meeting, which in any manner involves the expenditure of funds provided under the terms of this contract. In addition, any records pertaining to the expenditures of any funds provided pursuant to this contract shall be subject to disclosure pursuant to the Oklahoma Open Records Act 51 Okla. Stat. § 24 A.1 et seq. The parties include this paragraph in order to contractually require PEGASYS to

have open meetings, records, and an effective and approved policy concerning the expenditure of funds. However, this requirement shall not be interpreted or construed to mean that PEGASYS is a "public body" or that the funds paid pursuant to this contract are "public funds," which determination rests with the courts.

- 17. <u>Compliance with Other Regulations</u>. PEGASYS agrees, at all times during the term of this contract, to follow all the provisions as set out in its Articles of Incorporation and Bylaws, as amended, which Articles and Bylaws are hereby incorporated into this contract as if fully set out. All work performed under this contract by PEGASYS shall be guided by the mission statement, incorporated herein by reference.
- 18. <u>Interpretation of Law.</u> 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.
- 19. <u>Choice of Law.</u> 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.
- 20. <u>Default</u>. 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. In addition, if at any time PEGASYS shall lose its non-profit status, this contract shall be immediately null and void.

#### 21. Termination, Remedies Upon Default.

- a. Upon default and in addition to any other remedies available to it on account of such event of default, either party may terminate this contract without further notice.
- b. A default by PEGASYS shall result in the requirement to return funds to the City and/or disqualification from future funding.
- c. No right or remedy herein conferred upon or reserved to either of the parties is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative to any other right or remedy given hereunder or now or hereafter legally existing 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.

22. <u>Notices</u>. Whenever a 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 PEGASYS
P.O. Box 1768 123 W. Maine
Enid, OK 73702 Enid, OK 73701

or at such other address as a party shall specify by like notice to the other party hereto. Notice shall be effective on the date of delivery.

- 23. <u>Assignment</u>. Neither party shall assign this contract or any interest herein without the express, written consent of the other party.
- 24. <u>Indemnification and Hold Harmless</u>. PEGASYS 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 PEGASYS, 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.
- 25. <u>Construction</u>. 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.
- 26. <u>Integration and Amendments</u>. This contract constitutes the entire agreement between the parties and may not be amended, altered, modified or changed in any way except in writing signed by all parties to this contract and which specifically references this contract. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this contract. No course of dealings involving the parties hereto and no usage of trade shall be relevant or admissible to interpret, supplement, explain or in any way vary any of the terms expressly set forth in this Agreement. Any amendment to this contract shall be attached to this contract and all of the terms in this contract not addressed in the amendment shall remain in full force and effect.
- 27. <u>Binding Effect</u>. This contract binds the parties and any successors and assigns of the parties.

- 28. <u>Severability</u>. 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.
- 29. <u>Counterparts</u>. This Contract may be executed in any number of counterparts, and when each party has signed and delivered to the other at least one such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one agreement; provided, however, this contract shall not be binding upon the parties hereto until signed by all of the parties.
- 30. <u>Third Party Beneficiaries</u>. 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 Agreement, except as provided expressly herein.
- 31. 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. All persons employed by PEGASYS shall conform his or her conduct to the highest ethical standards, honesty and fairness in the communication industry as demonstrated by those ethical standards as established by the PEGASYS Board of Directors.
- 32. <u>Employment Verification</u>. The City requires all contractors to verify that employees working pursuant to contracts with the City are legally authorized to work in the United States. PEGASYS agrees to verify and document the employment eligibility of all employees who may perform services pursuant to this Contract. PEGASYS also agrees to require all subcontractors who perform services under this Contract to verify and document the employment eligibility of all employees who may perform services pursuant to this Contract.
- 33. Governmental Tort Claims Act. By entering into this Agreement, City and its "employees," as defined by the Governmental Tort Claims Act, 51 Okla. Stat. § 151 et seq., do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Agreement modifies and/or waives any provision of the Local Government Tort Claims Act.
- 34. <u>Bargaining</u>. Both parties have had the opportunity to seek independent legal counsel before entering into this Contract. The language of this Contract shall be construed simply, according to its fair meaning, and not strictly for or against either party.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract the day and year last written below.

Date:	"City" City of Enid, Oklahoma, an Oklahoma Municipal Corporation
	William E. Shewey, Mayor
(SEAL)	
ATTEST:	
Linda Parks, City Clerk	
Date:	"PEGASYS" PEGASYS, Inc. an Oklahoma Non-Profit Corporation
	Wendy Quarles, Executive Director
WITNESS:	
Signature	
Printed Name and Title	

# CONTRACT FOR PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS SERVICES BETWEEN THE CITY OF ENID, OKLAHOMA, AND PEGASYS, INC.

This Contract is made and entered into by and between the City of Enid, Oklahoma, an Oklahoma Municipal Corporation, hereinafter called "City," and PEGASYS, Inc., an Oklahoma Non-Profit Corporation, hereinafter called "PEGASYS."

#### WITNESSETH:

**WHEREAS**, PEGASYS is a non-profit corporation created for the express purpose of providing, producing and disseminating non-commercial, educational, cultural and public interest programming on the public, educational, and governmental access channels of the Enid Cable Television System; and,

**WHEREAS**, the City is a municipal corporation which desires to enter into a contract with PEGASYS so that the community may be better served by this communications network; and,

**WHEREAS**, the Mayor and Board of Commissioners of the City of Enid deem this contract and the services to be performed hereunder to be unique as a professional services contract; and,

**WHEREAS**, in accordance with Okla. Const. Art. 10, §§ 14 and 17, the Mayor and Board of Commissioners of the City of Enid, Oklahoma, find that PEGASYS serves a proper public purpose, and;

**WHERAS**, PEGASYS desires to continue to provide public, education and governmental access services to the residents of the City of Enid.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and conditions herein stated and in consideration of the mutual benefits, which will accrue to the parties, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

- 1. <u>Engagement of PEGASYS</u>. The City hereby engages PEGASYS for PEGASYS to perform certain public, educational, and governmental public access television services for the benefit of the City and the public generally. PEGASYS accepts such engagement, pursuant to the terms and conditions set forth herein.
- 2. Scope of Engagement. The purpose of this Contract is for PEGASYS to provide public access television services. PEGASYS shall use its good faith and best efforts to fulfill the following scope of work, goals and priorities for the City and the public generally. The scope of work shall be performed at the sole expense of PEGASYS, with no additional payment of the City required, except the compensation as set out herein. Such scope of work includes the following tasks and objectives:

- a. Videotape and broadcast live all regular meetings of the Mayor and Board of City Commissioners, Enid Municipal Authority and Enid Economic Development Authority (hereinafter collectively referred to as "entities").
- b. Video (studio or truck) all special and emergency meetings and public hearings of such entities, and other special events, as directed in writing by the City Manager, with twenty-four (24) hours notice, not to exceed 15 projects during the term of this contract.
- c. Video programs featuring city management, semi-monthly, and any other (studio productions) featuring the Mayor or any individual member of the Board of Commissioners on a monthly basis.
- d. Provide character generator services on the Public Access Station by listing upcoming public events in the City of Enid through a Video Community Calendar, updating such calendar on a workday basis.
- e. Provide the City production time for special projects upon reasonable request of a member of the administrative staff. Examples of these projects are: risk management videos, personnel videos, public service videos, public safety videos, and economic development videos.
- f. Continue to provide services to public access users for users fees as determined by the PEGASYS Board of Directors. Retain and increase the number of public access users during the term of the contract. Provide training in the use of the facilities and equipment for public access users in order to allow them to produce quality programs.
- g. Provide a daily broadcast of eight (8) hours of varied, locally produced or sponsored programming during the hours of 5:00 a.m. to 12:00 midnight.
- h. Provide each educational institution, include only: the Enid Public Schools, Northern Oklahoma College Enid, Northwestern Oklahoma State University Enid, and Autry Tech (hereinafter the "institutions"), with training for three (3) persons in the use of the facilities and equipment similar to that provided for public access users in subparagraph f to aid them in the production of quality educational programs.
- i. Video all regular meetings of the Enid Public School Board, unless it conflicts with special city commission meetings or special city requests.
- 3. <u>Video and Production</u>. When used in this contract, the term "video" shall include any necessary editing and production services necessary to produce a feature presentation on each such project to cablecast on the PEG channel. It is agreed by and between the parties that each project, program, or production required to be produced pursuant to the terms of this contract shall include approximately ten (10) hours of production time; in

the event that any individual program or project requires any additional time to produce, an appropriate credit equal to the additional time required to produce such program shall be given and thereby proportionately reduce the total number of projects, programs or productions required under this contract. The projects, programs, and productions required pursuant to the terms of this contract shall constitute the scope of services required hereunder; however, PEGASYS agrees to accommodate additional program requests so long as such requests are reasonable considering staff time and fiscal resources. PEGASYS should ensure that the quality of videotaping, editing and production of any meeting, event and project is of the highest quality that can be produced by PEGASYS within the limitations of their budget, equipment, studio, and personnel.

- 4. Term. The term of this Contract shall be from July 1, 2013 until June 30, 2014.
- 5. <u>Compensation</u>. PEGASYS will be compensated in the amount of one hundred and eighty-five thousand dollars (\$185,000.00) to provide the services as described in Paragraph 2. Payment shall be as follows:
  - a. Each month for eleven months, PEGASYS shall present to the City an invoice in the amount of fifteen thousand four hundred sixteen dollars and sixty-six cents (\$15,416.66). In the twelfth month, PEGASYS shall present to the City an invoice in the amount of fifteen thousand four hundred sixteen dollars and seventy-four cents (\$15,416.74). The City shall pay such invoices within twenty (20) days of the first meeting of the Mayor and Board of Commissioners of the City of Enid after receipt of this invoice.
  - b. The compensation paid herein shall be in lieu of any other fee or compensation from the City and PEGASYS shall perform all the services as set out for the compensation stated herein.
- 6. <u>Budget</u>. In order to be considered for future fiscal year funding, on or before April 30, 2014, PEGASYS shall submit a budget to the City of Enid for the following July 1st through June 30th fiscal year.
- 7. Monthly Financial Statement, Audit, and Annual Report. PEGASYS will provide a monthly financial report to the City Finance Director by the 15th of every month. PEGASYS will engage an independent auditor to conduct an annual audit of PEGASYS' financial statements. The audit report should be delivered to the City Financial Director by December 31st for the previous fiscal year ended June 30th. PEGASYS staff will report the audit results to the Mayor and Board of Commissioners of the City of Enid annually, no later than December 31st for the previous fiscal year ended June 30th.
- 8. Ownership of Property. All leaseholds, equipment, materials, supplies, apparatuses, facilities, vehicles, and all other personal property of PEGASYS shall be the property of PEGASYS. Provided however, in the event that this contract is terminated for any cause or if the contract is not renewed for any succeeding annual term, or if PEGASYS ever

loses its federal 501(c)(3) tax-exempt status or if PEGASYS is ever dissolved, or if PEGASYS ever declares bankruptcy or is placed into bankruptcy or under a receiver, then in such event, all leaseholds, equipment, materials, supplies, apparatuses, facilities, vehicles, and all other personal property of PEGASYS, shall be immediately transferred and become the property of the City, free from any right, title, or interest of PEGASYS. In addition, any revenue which originated from the City which remains with PEGASYS on the date of such event or events, shall be transferred by PEGASYS to the City, save and except those monies necessary to finalize the dissolution or termination of the corporation. This requirement will be applicable to any leasehold, materials, supplies, fixtures, apparatuses, equipment, facilities, vehicles, and/or funds which were provided or furnished, contractually or otherwise, by the City or by any cable operator, but shall not include any revenue generated through any other third party source or contract. Funds derived from any third party source or contract shall not be commingled with any funds which originated from the City or any cable operator for the purchase of any materials, supplies, fixtures, facilities, equipment, apparatuses, vehicles, or other property without prior written approval of the City Manager.

- 9. <u>Maintenance of Equipment</u>. PEGASYS shall keep all of their equipment, facilities, apparatuses, vehicles and other property in good and repairable condition at all times during the term of this contract.
- 10. <u>Primary Client</u>. PEGASYS shall at all times during the term of this contract recognize that the City is its primary client and shall therefore direct its resources and staff time to ensure that the needs and desires of the City are at all times met. In the event of a conflict, the City shall always be given top priority. If PEGASYS is working for another client, but is immediately required by the City for any service under the scope of work as provided hereinabove, PEGASYS shall within a twenty four (24) hour period be able to relocate and set up to video the City program or service.
- 11. <u>Filing of Tax Documents</u>. PEGASYS shall be responsible and legally bound for the preparation and filing of all returns and documents required under the Federal Insurance Contribution Act and the Federal Unemployment Act or any other federal or state legislation. PEGASYS shall be responsible for the payment of all amounts required to be paid pursuant to any federal or state legislation and all withholding tax.
- 12. <u>Independent Contractor Status of PEGASYS</u>. PEGASYS is a separate, legal entity subject to direction and control by its board of directors, and the parties make this contract accordingly. All persons working for PEGASYS under this contract shall be employees of PEGASYS and shall not be considered employees of City. The hiring, discharge, supervision, and management of the employees of PEGASYS who provide services under this contract, including, but not limited to, the determination from time to time of the qualifications of such PEGASYS employees who are required to perform the duties of PEGASYS, 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 PEGASYS hereunder shall be within the sole direction of PEGASYS.

#### 13. Insurance.

a. PEGASYS shall secure the following insurance in the following minimum amounts with respect to its operations under this contract:

Amount of Insurance
Statutory Limits
\$100,000 per claimant per occurrence \$1,000,000 for all claims per occurrence
\$100,000 per claimant per occurrence \$1,000,000 for all claims per occurrence \$25,000 property damage
\$100,000 per claimant per occurrence \$1,000,000 for all claims per occurrence \$25,000 property damage

Property insurance for all PEGASYS property shall be provided at fair market value.

- b. Each policy shall provide written notice to the City in the event the policy is canceled, not renewed, terminated or the limits reduced.
- 14. <u>Non-Discrimination</u>. 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.
- 15. <u>Authority</u>. Neither by this Contract, nor by its business dealings with PEGASYS does the City delegate any authority to PEGASYS to make decisions for the City. PEGASYS has no authority to obligate the City.
- 16. Compliance with Laws. PEGASYS shall conduct its 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. PEGASYS agrees to comply with the Oklahoma Open Meeting Act, 25 Okla. Stat. § 301 et seq.) for any meeting, or any portion of a meeting, which in any manner involves the expenditure of funds provided under the terms of this contract. In addition, any records pertaining to the expenditures of any funds provided pursuant to this contract shall be subject to disclosure pursuant to the Oklahoma Open Records Act 51 Okla. Stat. § 24 A.1 et seq. The parties include this paragraph in order to contractually require PEGASYS to

have open meetings, records, and an effective and approved policy concerning the expenditure of funds. However, this requirement shall not be interpreted or construed to mean that PEGASYS is a "public body" or that the funds paid pursuant to this contract are "public funds," which determination rests with the courts.

- 17. <u>Compliance with Other Regulations</u>. PEGASYS agrees, at all times during the term of this contract, to follow all the provisions as set out in its Articles of Incorporation and Bylaws, as amended, which Articles and Bylaws are hereby incorporated into this contract as if fully set out. All work performed under this contract by PEGASYS shall be guided by the mission statement, incorporated herein by reference.
- 18. <u>Interpretation of Law</u>. 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.
- 19. <u>Choice of Law.</u> 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.
- 20. <u>Default</u>. 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. In addition, if at any time PEGASYS shall lose its non-profit status, this contract shall be immediately null and void.

#### 21. Termination, Remedies Upon Default.

- a. Upon default and in addition to any other remedies available to it on account of such event of default, either party may terminate this contract without further notice.
- b. A default by PEGASYS shall result in the requirement to return funds to the City and/or disqualification from future funding.
- c. No right or remedy herein conferred upon or reserved to either of the parties is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative to any other right or remedy given hereunder or now or hereafter legally existing 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.

22. <u>Notices</u>. Whenever a 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 PEGASYS
P.O. Box 1768 123 W. Maine
Enid, OK 73702 Enid, OK 73701

or at such other address as a party shall specify by like notice to the other party hereto. Notice shall be effective on the date of delivery.

- 23. <u>Assignment</u>. Neither party shall assign this contract or any interest herein without the express, written consent of the other party.
- 24. <u>Indemnification and Hold Harmless</u>. PEGASYS 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 PEGASYS, 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.
- 25. <u>Construction</u>. 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.
- 26. <u>Integration and Amendments</u>. This contract constitutes the entire agreement between the parties and may not be amended, altered, modified or changed in any way except in writing signed by all parties to this contract and which specifically references this contract. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this contract. No course of dealings involving the parties hereto and no usage of trade shall be relevant or admissible to interpret, supplement, explain or in any way vary any of the terms expressly set forth in this Agreement. Any amendment to this contract shall be attached to this contract and all of the terms in this contract not addressed in the amendment shall remain in full force and effect.
- 27. <u>Binding Effect</u>. This contract binds the parties and any successors and assigns of the parties.

- 28. <u>Severability</u>. 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.
- 29. <u>Counterparts</u>. This Contract may be executed in any number of counterparts, and when each party has signed and delivered to the other at least one such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one agreement; provided, however, this contract shall not be binding upon the parties hereto until signed by all of the parties.
- 30. <u>Third Party Beneficiaries</u>. 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 Agreement, except as provided expressly herein.
- 31. 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. All persons employed by PEGASYS shall conform his or her conduct to the highest ethical standards, honesty and fairness in the communication industry as demonstrated by those ethical standards as established by the PEGASYS Board of Directors.
- 32. <u>Employment Verification</u>. The City requires all contractors to verify that employees working pursuant to contracts with the City are legally authorized to work in the United States. PEGASYS agrees to verify and document the employment eligibility of all employees who may perform services pursuant to this Contract. PEGASYS also agrees to require all subcontractors who perform services under this Contract to verify and document the employment eligibility of all employees who may perform services pursuant to this Contract.
- 33. Governmental Tort Claims Act. By entering into this Agreement, City and its "employees," as defined by the Governmental Tort Claims Act, 51 Okla. Stat. § 151 et seq., do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Agreement modifies and/or waives any provision of the Local Government Tort Claims Act.
- 34. <u>Bargaining</u>. Both parties have had the opportunity to seek independent legal counsel before entering into this Contract. The language of this Contract shall be construed simply, according to its fair meaning, and not strictly for or against either party.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract the day and year last written below.

Date:	"City" City of Enid, Oklahoma, an Oklahoma Municipal Corporation
	William E. Shewey, Mayor
(SEAL)	
ATTEST:	
Linda Parks, City Clerk	
Date:	"PEGASYS" PEGASYS, Inc. an Oklahoma Non-Profit Corporation
	Wendy Quarles, Executive Director
WITNESS:	
Signature	
Printed Name and Title	

# CONTRACT FOR PUBLIC SERVICES BETWEEN THE CITY OF ENID AND MAIN STREET ENID, INC.

THIS CONTRACT is made and entered into by and between the City of Enid, Oklahoma, an Oklahoma Municipal Corporation, hereinafter called "City," and Main Street Enid, Inc., an Oklahoma Non-Profit Corporation, hereinafter called "Contractor."

**WHEREAS**, Main Street, Inc., was established in 1994 with the mission of promoting the quality of life in Enid by strengthening downtown as the center of the community; and,

**WHEREAS**, Main Street Enid, Inc., has the specific goal of revitalizing the central business district using the Main Street 4-Point Approach. Main Street Enid, Inc. seeks to improve the economic appeal of downtown by strengthening existing assets and encouraging the redevelopment of vacant and underutilized space for retail, profession, entertainment and cultural uses; and,

**WHEREAS**, in accordance with Okla. Const. Art. 10, §§ 14 and 17, the Mayor and Board of Commissioners of the City of Enid, Oklahoma, find that Contractor serves a proper public purpose.

**NOW THEREFORE**, in consideration of the mutual promises, covenants, and conditions herein stated and in consideration of the mutual benefits, which will accrue to the parties, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

- 1. <u>Engagement of Contractor</u>. The City hereby engages Contractor for Contractor to perform certain public services for the benefit of the residents of the City of Enid. Contractor accepts such engagement pursuant to the terms and conditions set forth herein.
- 2. <u>Scope of Engagement</u>. The purpose of this contract is for Contractor to coordinate and/or provide community services to the residents of the City of Enid. Contractor shall use its good faith and best efforts to fulfill the following work, goals, and priorities. Such scope of work shall include the following:
  - a. Continue using the Main Street 4-Point Approach to promote the quality of life in Enid. Main Street Enid's activities will include:
    - 1) Promotion. Main Street Enid will continue the promotion of the downtown area by creating a positive image to attract shoppers, investors and visitors to downtown and by developing well-planned promotional and special events to create community excitement and involvement
    - 2) Design. design of the downtown area to enhance the visual quality of the area

- 3) Economic Restructuring. Main Street Enid, Inc. will seek to improve the economic appeal of downtown by strengthening existing assets and encouraging the redevelopment of vacant and underutilized space for retail, profession, entertainment and cultural uses.
- 4) Organization. Organization of the area by building partnerships with diverse groups interested in downtown revitalization to ensure consistency and permit the emergence of effective management and advocacy
- b. Continue to work with other groups and organizations in Enid to make Enid an even better place to live. Some of those groups and organizations are: The Greater Enid Chamber of Commerce, the Enid Regional Development Center, the Downtown Enid Merchants, the Chisholm Trail Coalition, Pegasys, Leonardos, the Enid Symphony, and the Gaslight Theatre.
- c. Continue maintaining the "corner nodes" in downtown Enid as part of a commitment to the beautification of downtown.
- d. Host at least three (3) annual family-friendly events in downtown Enid this fiscal year.
- e. Promote downtown Enid by continuing to support the "First Friday" monthly event to draw people downtown to shop, dine and be entertained during the evening hours of the first Friday of each month.
- 3. <u>Additional Services</u>. Contractor shall also install irrigation systems in the downtown corner notes.
- 4. <u>Term.</u> This contract shall be effective from the 1st day of July, 2013, through the 30th day of June, 2014.
- 5. <u>Compensation</u>. The City and Contractor agree that Contractor Enid will be compensated in the amount of Seventy-Five Thousand Dollars (\$75,000.00) to provide services as described in Paragraph 2.
- 6. Payment to Contractor. Each month for twelve (12) months, Contractor shall present an invoice to the City of Enid in the amount of six thousand two hundred and fifty dollars (\$6,250.00). The City shall pay such invoices within twenty (20) days of the first meeting of the Mayor and Board of Commissioners of the City of Enid after receipt of invoice.
- 7. <u>Compliance with Laws</u>. Contractor shall conduct its 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.

- 8. <u>Independent Contractor Status of Contractor</u>. 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.
- 9. <u>Non-Discrimination</u>. 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. <u>Default</u>. 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.

### 11. Termination, Remedies Upon Default.

- a. Upon default and in addition to any other remedies available to it on account of such event of default, either party may terminate this contract without further notice.
- b. A default by Contractor shall result in the requirement to return funds to the City and/or disqualification from future funding.
- c. No right or remedy herein conferred upon or reserved to either of the parties is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative to any other right or remedy given hereunder or now or hereafter legally existing 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.

- 12. <u>Choice of Law.</u> 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.
- 13. <u>Interpretation of Law</u>. 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.
- 14. <u>Notices</u>. 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: City Attorney

P.O. Box 1768 Enid, OK 73702

MAIN STREET ENID: Main Street Enid, Inc.

P.O. Box 3001 Enid, Ok 73702

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

- 15. <u>Assignment</u>. Neither party shall assign this contract or any interest herein without the express, written consent of the other party.
- 16. <u>Indemnification and Hold Harmless</u>. 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.
- 17. <u>Construction</u>. 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.
- 18. <u>Binding Effect</u>. This contract binds the parties and any successors and assigns of the parties.

- 19. <u>Integration and Amendments</u>. This contract constitutes the entire agreement between the parties and may not be amended, altered, modified or changed in any way except in writing signed by all parties to this contract and which specifically references this contract. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this contract. No course of dealings involving the parties hereto and no usage of trade shall be relevant or admissible to interpret, supplement, explain or in any way vary any of the terms expressly set forth in this Agreement. Any amendment to this contract shall be attached to this contract and all of the terms in this contract not addressed in the amendment shall remain in full force and effect.
- 20. <u>Severability</u>. 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.
- 21. <u>Counterparts</u>. 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.
- 22. <u>Third Party Beneficiaries</u>. 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 Agreement, except as provided expressly herein.
- 23. <u>Good Faith and Best Efforts</u>. 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.
- 24. <u>Identity Theft Prevention</u>. Contractor, for itself, successors, assigns, and subcontractors agree to familiarize themselves with 16 CFR § 681, Identity Theft Rules and 24 Okla. Stat. § 161 et seq., the Security Breach Notification Act. Contractor agrees to meet or exceed the guidelines set out in those laws, including, but not limited to, its policies and procedures regarding training of personnel, use of any personal information obtained, and reporting of "Red Flag" events.
- 25. <u>Employment Verification</u>. The City of Enid requires all contractors to verify that employees working pursuant to contracts with the City of Enid are legally authorized to work in the United States. Contractor agrees to verify and document 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 verify and document the employment eligibility of all employees who may perform services pursuant to this Contract.

- 26. Governmental Tort Claims Act. By entering into this Agreement, City and its "employees," as defined by the Governmental Tort Claims Act, 51 Okla. Stat. § 151 et seq., do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Agreement modifies and/or waives any provision of the Local Government Tort Claims Act.
- 27. <u>Bargaining</u>. Both Parties have had the opportunity to seek independent legal counsel before entering into this Contract. The language of this Contract shall be construed simply, according to its fair meaning, and not strictly for or against either party.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract the day and last written below.

Date:	"CITY" The City of Enid, Oklahoma, an Oklahoma Municipal Corporation
	William E. Shewey, Mayor
(SEAL)	William E. Shewey, Wayor
ATTEST:	
Linda Parks, City Clerk	

Date:

"MAIN STREET ENID"

Main Street Enid, Inc.

an Oklahoma Non-Profit Corporation

President of the Board

WITNESS:

Signature

Contract for public services between the City of Enid and Main Street Enid, Inc.

Printed Name and Title

#### **RESOLUTION**

A RESOLUTION INCREASING THE 2013-2014 FISCAL FINANCIAL PLAN FOR THE ENID MUNICIPAL AUTHORITY IN THE AMOUNT OF \$539,707.27 FOR PRIOR YEAR ENCUMBRANCES OUTSTANDING AS OF JUNE 30, 2013.

**WHEREAS**, the Enid Municipal Authority had \$539,707.27 in encumbered amounts as of June 30, 2013; and

**WHEREAS**, the fiscal financial plan for fiscal year 2013-2014 does not include these encumbrances from the prior fiscal year; and

**WHEREAS**, these prior year encumbrances must be paid from current fiscal year 2013-2014 funds;

AND NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND BOARD OF TRUSTEES OF THE ENID MUNICIPAL AUTHORITY, THAT THE ENID MUNICIPAL AUTHORITY 2013-2014 FISCAL FINANCIAL PLAN BE INCREASED FOR PRIOR YEAR 2012-2013 ENCUMBERED AMOUNTS IN THE FOLLOWING FUNDS AND DEPARTMENTS:

FUND 31 ENID MUNICIPAL AUTHORIT Solid Waste Services Water Production Water Reclamation Services EMA Capital Asset Replacement	гҮ	\$26,884.78 \$4,500.00 \$11,941.57 \$496,380.92	\$539, <b>707.2</b> 7
TOTAL PRIOR YEAR ENCUMBRANCES 12-13			\$539,707.27
Adopted this 16th day of July 2013.			
	Chairman		
(Seal)			
ATTEST:			
City Clerk			
Oity Oierk			

## **PURCHASING CARD CLAIMS LIST**

<b>FUND 10</b>	DEPT 100 - ADMINISTRATIVE S	ERVICES			
	ACE HARDWARE	PO0114731	BOLT CUTTERS/PADLOCK	20.48	
	AT&T DATA	PO0114731	IPAD DATA PLAN 7/13	30.00	
			ADMINISTRATIVE SERVICES TOTAL	50.48	
FUND 10	DEPT 110 - PERSONNEL SERV	ICES			
10110 10	ACE HARDWARE	PO0114731	TIE DOWNS	20.98	
	AMAZON MKTPLACE PMTS	PO0114731	LEADERSHIP BOOK/DISPLAY MAGNETS	215.09	
	AW BRUEGGEMANN CO	PO0114731	BOLTS/NUTS	4.50	
	JACK'S OUTDOOR POWER E	PO0114731	OIL CAP	5.27	
	OKC NATIONAL MEMORIAL	PO0114731	TOUR/YOUTH CORPS OKC	116.50	
	PANERA BREAD #2820	PO0114731	MEAL (11)/YOUTH CORPS OKC	116.16	
	PREHIRE SCREENING SERV	PO0114731	BACKGROUND CHECKS	343.00	
	SECRETARY OF STATE	PO0114731	NOTARY/FILING/A GRAY	26.00	
	STRATEGIC GOVERN	PO0114731	ANNUAL MEMBERSHIP/S KEY	250.00	
	THE CORPORATE CONNECTI	PO0114731	NOTARY/SEAL	35.24	
	THE GROOM CLOSET PET C	PO0114731	ALGAE FIX	59.99	
	WALGREENS #5531	PO0114731	RETIREMENT CARDS	13.96	
	WAL-MART #0499	PO0114731	RETIREMENT GIFT CARDS (2)	470.00	
	W. 12 W. W. C. 110 100		PERSONNEL SERVICES TOTAL	1,676.69	
<u>FUND 10</u>	DEPT 120 - LEGAL SERVICES				
	AT&T DATA	PO0114731		25.00	
	LEGAL DIRECTORIES PUBL	PO0114731	LEGAL PUBLICATION  LEGAL SERVICES TOTAL	67.75 <b>92.75</b>	
			ELGAL GERVICES TOTAL	32.13	
FUND 10	DEPT 140 - SAFETY				
	AMERICAN SOCIETY OF SA	PO0114731	ASSE DUES/B MCBRIDE	165.00	
	AMPCO PARKING OKLAHOMA	PO0114731	PARKING/ASSE CONF/B MCBRIDE	25.00	
	AMRICN SOC SAFT ENG	PO0114731	LOGO SHIRTS/ASSE CONF/B MCBRIDE	82.16	
	LAS VEGAS HOTEL & CASI	PO0114731	LODGING/ASSE CONF/B MCBRIDE	591.55	
	NELLIS TAXI	PO0114731	TAXI/ASSE CONF/B MCBRIDE	29.04	
	TAXI CAB SERVICE	PO0114731	TAXI/ASSE CONF/B MCBRIDE	21.60	
			SAFETY TOTAL	914.35	
FUND 10	DEPT 200 - GENERAL GOVERN BUCKS PARTY SHOP	PO0114731	GIFT BASKET/COUNCIL OF MAYORS CONF/SHEWEY	74.26	
	CHICK-FIL-A #00208	PO0114731	MEAL/COMMISSION MEETING	63.21	
	JUMBO FOODS	PO0114731	MEAL/COMMISSION MEETING MEAL/COMMISSION MEETING	97.73	
	KATYS PANTRY	PO0114731	MEAL/COMMISSION MEETING MEAL/COMMISSION MEETING	194.25	
	NAPOLIS ITALIAN RESTAU	PO0114731	MEAL/COMMISSION MEETING MEAL/COMMISSION MEETING	300.39	
	NAPOLIS ITALIAN RESTAU	PO0114731	MEAL/MAYOR'S CONFERENCE/B SHEWEY	78.34	
	SCHIEBERS DONUTS & DEL	PO0114731	MEAL/COMMISSION MEETING	129.00	
	WAL-MART #0499	PO0114731	DRINKS/NAPKINS/COUNCIL MEETING	95.38	
	WAL-MART #0499	PO0114731	VENDING MACHINE SNACKS	155.24	
	WILL WHITE HOUSE	1 00114701	GENERAL GOVERNMENT TOTAL	1,187.80	
<u>FUND 10</u>	DEPT 210 - ACCOUNTING				
	SHI CORP	PO0114731	SOFTWARE	187.00	
			ACCOUNTING TOTAL	187.00	

## **PURCHASING CARD CLAIMS LIST**

FUND 10	DEPT 250 - INFORMATION TE	CHNOLOGY		
I OND TO	AMAZON.COM	PO0114731	LAPTOP BAG/LABEL TAPE	42.97
	FAIRFAX ELECTRONICS IN	PO0114731	DOOR STRIKES/ADMIN BLDG	117.20
	LIVEPERSON, INC	PO0114731	ON-LINE CHAT/ENID WEBSITE 7/13	159.00
	ON THE SIDEWALK BAR AN	PO0114731	MEAL (5)/DEPT MEETING	48.95
			INFORMATION TECHNOLOGY TOTAL	368.12
<u>FUND 10</u>	DEPT 300 - COMMUNITY DEVE			
	JAMIE'S BARNSTORMERS	PO0114731	MEAL/MAPC MEETING	164.25
			COMMUNITY DEVELOPMENT TOTAL	164.25
FUND 10	DEPT 400 - ENGINEERING			
	AT&T O519 8327	PO0114731	CELL PHONE CASE/CHARGE CABLE	69.00
	SOCIETY OF WOMEN ENGIN	PO0114731	SWE ANNUAL DUES/J ORTIZ	108.00
			ENGINEERING TOTAL	177.00
ELIND 10	DEPT 700 - MANAGEMENT SE	DVICES		
FUND 10	AMERICAN PUBLIC WORKS	PO0114731	APWA CONF REGIST/R CAMP	355.00
	AT&T DATA	PO0114731 PO0114731	IPAD DATA PLAN 7/13	25.00 25.00
	AT&T DATA AT&T O519 8327	PO0114731	IPHONE CASE	50.00
	BLAZE'S BBQ	PO0114731	MEAL (2)/DEPT MEETING	23.74
	LAMPTON WELDING SUPPLY	PO0114731	SAFETY GLASSES	74.16
	PAYPAL *OSAKA	PO0114731	IPAD CHARGER	4.85
	WAL-MART #0499	PO0114731	GATORADE/WATER	34.42
			MANAGEMENT SERVICES TOTAL	567.17
FUND 10	DEPT 710 - VEHICLE MAINTEN	JANCE		
<u>FUND 10</u>	DEPT 710 - VEHICLE MAINTEN		V632 PROPANE	49.84
<u>FUND 10</u>	FARMERS GRAIN 07053606	PO0114731		49.84 132.00
<u>FUND 10</u>	-		V632 PROPANE ONLINE VEHICLE INFO 6/13 VEHICLE MAINTENANCE TOTAL	49.84 132.00 <b>181.84</b>
	FARMERS GRAIN 07053606 NAPA TRACS	PO0114731	ONLINE VEHICLE INFO 6/13	132.00
	FARMERS GRAIN 07053606 NAPA TRACS  DEPT 730 - PARK	PO0114731 PO0114731	ONLINE VEHICLE INFO 6/13  VEHICLE MAINTENANCE TOTAL	132.00 181.84
	FARMERS GRAIN 07053606 NAPA TRACS  DEPT 730 - PARK ACE HARDWARE	PO0114731 PO0114731 PO0114731	ONLINE VEHICLE INFO 6/13  VEHICLE MAINTENANCE TOTAL  STICK	132.00 181.84 24.99
	FARMERS GRAIN 07053606 NAPA TRACS  DEPT 730 - PARK ACE HARDWARE DEPT OF ENV QUALITY	PO0114731 PO0114731 PO0114731 PO0114731	ONLINE VEHICLE INFO 6/13  VEHICLE MAINTENANCE TOTAL  STICK LICENSE OPERATOR CERTIFICATIONS (5)	132.00 181.84 24.99 230.00
	FARMERS GRAIN 07053606 NAPA TRACS  DEPT 730 - PARK ACE HARDWARE DEPT OF ENV QUALITY FLAMING AUTO SUPPLY CO	PO0114731 PO0114731 PO0114731 PO0114731 PO0114731	ONLINE VEHICLE INFO 6/13 VEHICLE MAINTENANCE TOTAL  STICK LICENSE OPERATOR CERTIFICATIONS (5) V563 OIL/FUEL FILTERS	132.00 181.84 24.99 230.00 43.76
	FARMERS GRAIN 07053606 NAPA TRACS  DEPT 730 - PARK ACE HARDWARE DEPT OF ENV QUALITY FLAMING AUTO SUPPLY CO JACK'S OUTDOOR POWER E	PO0114731 PO0114731 PO0114731 PO0114731 PO0114731	ONLINE VEHICLE INFO 6/13  VEHICLE MAINTENANCE TOTAL  STICK LICENSE OPERATOR CERTIFICATIONS (5) V563 OIL/FUEL FILTERS WEED EATER REPAIR	132.00 181.84 24.99 230.00 43.76 559.23
	FARMERS GRAIN 07053606 NAPA TRACS  DEPT 730 - PARK ACE HARDWARE DEPT OF ENV QUALITY FLAMING AUTO SUPPLY CO JACK'S OUTDOOR POWER E JUMBO FOODS	PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731	ONLINE VEHICLE INFO 6/13  VEHICLE MAINTENANCE TOTAL  STICK LICENSE OPERATOR CERTIFICATIONS (5) V563 OIL/FUEL FILTERS WEED EATER REPAIR MEAL/RETIREMENT/T HIGHT	132.00 181.84 24.99 230.00 43.76 559.23 212.79
	FARMERS GRAIN 07053606 NAPA TRACS  DEPT 730 - PARK ACE HARDWARE DEPT OF ENV QUALITY FLAMING AUTO SUPPLY CO JACK'S OUTDOOR POWER E JUMBO FOODS LOWES #00205*	PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731	ONLINE VEHICLE INFO 6/13  VEHICLE MAINTENANCE TOTAL  STICK LICENSE OPERATOR CERTIFICATIONS (5) V563 OIL/FUEL FILTERS WEED EATER REPAIR MEAL/RETIREMENT/T HIGHT BULBS	132.00 181.84 24.99 230.00 43.76 559.23 212.79 129.80
	FARMERS GRAIN 07053606 NAPA TRACS  DEPT 730 - PARK ACE HARDWARE DEPT OF ENV QUALITY FLAMING AUTO SUPPLY CO JACK'S OUTDOOR POWER E JUMBO FOODS LOWES #00205* P & K EQUIPMENT	PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731	ONLINE VEHICLE INFO 6/13 VEHICLE MAINTENANCE TOTAL  STICK LICENSE OPERATOR CERTIFICATIONS (5) V563 OIL/FUEL FILTERS WEED EATER REPAIR MEAL/RETIREMENT/T HIGHT BULBS V585 HOSE	132.00 181.84 24.99 230.00 43.76 559.23 212.79 129.80 142.24
	FARMERS GRAIN 07053606 NAPA TRACS  DEPT 730 - PARK ACE HARDWARE DEPT OF ENV QUALITY FLAMING AUTO SUPPLY CO JACK'S OUTDOOR POWER E JUMBO FOODS LOWES #00205* P & K EQUIPMENT PDQ PRINTING	PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731	ONLINE VEHICLE INFO 6/13  VEHICLE MAINTENANCE TOTAL  STICK LICENSE OPERATOR CERTIFICATIONS (5) V563 OIL/FUEL FILTERS WEED EATER REPAIR MEAL/RETIREMENT/T HIGHT BULBS V585 HOSE BUSINESS CARDS/K BLACKBURN	132.00 181.84 24.99 230.00 43.76 559.23 212.79 129.80 142.24 65.00
	FARMERS GRAIN 07053606 NAPA TRACS  DEPT 730 - PARK ACE HARDWARE DEPT OF ENV QUALITY FLAMING AUTO SUPPLY CO JACK'S OUTDOOR POWER E JUMBO FOODS LOWES #00205* P & K EQUIPMENT PDQ PRINTING Q MART	PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731	ONLINE VEHICLE INFO 6/13 VEHICLE MAINTENANCE TOTAL  STICK LICENSE OPERATOR CERTIFICATIONS (5) V563 OIL/FUEL FILTERS WEED EATER REPAIR MEAL/RETIREMENT/T HIGHT BULBS V585 HOSE	132.00 181.84 24.99 230.00 43.76 559.23 212.79 129.80 142.24
	FARMERS GRAIN 07053606 NAPA TRACS  DEPT 730 - PARK ACE HARDWARE DEPT OF ENV QUALITY FLAMING AUTO SUPPLY CO JACK'S OUTDOOR POWER E JUMBO FOODS LOWES #00205* P & K EQUIPMENT PDQ PRINTING	PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731	ONLINE VEHICLE INFO 6/13  VEHICLE MAINTENANCE TOTAL  STICK  LICENSE OPERATOR CERTIFICATIONS (5)  V563 OIL/FUEL FILTERS  WEED EATER REPAIR  MEAL/RETIREMENT/T HIGHT  BULBS  V585 HOSE  BUSINESS CARDS/K BLACKBURN ICE/MOWING CREW	132.00 181.84 24.99 230.00 43.76 559.23 212.79 129.80 142.24 65.00 5.56
	FARMERS GRAIN 07053606 NAPA TRACS  DEPT 730 - PARK ACE HARDWARE DEPT OF ENV QUALITY FLAMING AUTO SUPPLY CO JACK'S OUTDOOR POWER E JUMBO FOODS LOWES #00205* P & K EQUIPMENT PDQ PRINTING Q MART SHERWIN WILLIAMS #1476	PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731	ONLINE VEHICLE INFO 6/13  VEHICLE MAINTENANCE TOTAL  STICK LICENSE OPERATOR CERTIFICATIONS (5) V563 OIL/FUEL FILTERS WEED EATER REPAIR MEAL/RETIREMENT/T HIGHT BULBS V585 HOSE BUSINESS CARDS/K BLACKBURN ICE/MOWING CREW PAINT/ROLLERS/BRUSHES/TAPE	132.00 181.84 24.99 230.00 43.76 559.23 212.79 129.80 142.24 65.00 5.56 363.25
	FARMERS GRAIN 07053606 NAPA TRACS  DEPT 730 - PARK ACE HARDWARE DEPT OF ENV QUALITY FLAMING AUTO SUPPLY CO JACK'S OUTDOOR POWER E JUMBO FOODS LOWES #00205* P & K EQUIPMENT PDQ PRINTING Q MART SHERWIN WILLIAMS #1476 SOUTHWEST TRUCK PARTS	PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731	ONLINE VEHICLE INFO 6/13  VEHICLE MAINTENANCE TOTAL  STICK LICENSE OPERATOR CERTIFICATIONS (5) V563 OIL/FUEL FILTERS WEED EATER REPAIR MEAL/RETIREMENT/T HIGHT BULBS V585 HOSE BUSINESS CARDS/K BLACKBURN ICE/MOWING CREW PAINT/ROLLERS/BRUSHES/TAPE V566 BATTERY	132.00 181.84 24.99 230.00 43.76 559.23 212.79 129.80 142.24 65.00 5.56 363.25 106.45
	FARMERS GRAIN 07053606 NAPA TRACS  DEPT 730 - PARK ACE HARDWARE DEPT OF ENV QUALITY FLAMING AUTO SUPPLY CO JACK'S OUTDOOR POWER E JUMBO FOODS LOWES #00205* P & K EQUIPMENT PDQ PRINTING Q MART SHERWIN WILLIAMS #1476 SOUTHWEST TRUCK PARTS STUART C IRBY	PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731	ONLINE VEHICLE INFO 6/13  VEHICLE MAINTENANCE TOTAL  STICK  LICENSE OPERATOR CERTIFICATIONS (5) V563 OIL/FUEL FILTERS WEED EATER REPAIR MEAL/RETIREMENT/T HIGHT BULBS V585 HOSE BUSINESS CARDS/K BLACKBURN ICE/MOWING CREW PAINT/ROLLERS/BRUSHES/TAPE V566 BATTERY RECEPTACLE COVERS	132.00 181.84 24.99 230.00 43.76 559.23 212.79 129.80 142.24 65.00 5.56 363.25 106.45 187.38 284.00 1,160.84
	FARMERS GRAIN 07053606 NAPA TRACS  DEPT 730 - PARK ACE HARDWARE DEPT OF ENV QUALITY FLAMING AUTO SUPPLY CO JACK'S OUTDOOR POWER E JUMBO FOODS LOWES #00205* P & K EQUIPMENT PDQ PRINTING Q MART SHERWIN WILLIAMS #1476 SOUTHWEST TRUCK PARTS STUART C IRBY UNIV MAILING SERVICES	PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731	ONLINE VEHICLE INFO 6/13  VEHICLE MAINTENANCE TOTAL  STICK  LICENSE OPERATOR CERTIFICATIONS (5) V563 OIL/FUEL FILTERS WEED EATER REPAIR MEAL/RETIREMENT/T HIGHT BULBS V585 HOSE BUSINESS CARDS/K BLACKBURN ICE/MOWING CREW PAINT/ROLLERS/BRUSHES/TAPE V566 BATTERY RECEPTACLE COVERS STUDY MANUALS	132.00 181.84 24.99 230.00 43.76 559.23 212.79 129.80 142.24 65.00 5.56 363.25 106.45 187.38 284.00
FUND 10	FARMERS GRAIN 07053606 NAPA TRACS  DEPT 730 - PARK ACE HARDWARE DEPT OF ENV QUALITY FLAMING AUTO SUPPLY CO JACK'S OUTDOOR POWER E JUMBO FOODS LOWES #00205* P & K EQUIPMENT PDQ PRINTING Q MART SHERWIN WILLIAMS #1476 SOUTHWEST TRUCK PARTS STUART C IRBY UNIV MAILING SERVICES WAL-MART #0499	PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731	ONLINE VEHICLE INFO 6/13  VEHICLE MAINTENANCE TOTAL  STICK  LICENSE OPERATOR CERTIFICATIONS (5) V563 OIL/FUEL FILTERS WEED EATER REPAIR MEAL/RETIREMENT/T HIGHT BULBS V585 HOSE BUSINESS CARDS/K BLACKBURN ICE/MOWING CREW PAINT/ROLLERS/BRUSHES/TAPE V566 BATTERY RECEPTACLE COVERS STUDY MANUALS POOL CONCESSIONS	132.00 181.84 24.99 230.00 43.76 559.23 212.79 129.80 142.24 65.00 5.56 363.25 106.45 187.38 284.00 1,160.84
FUND 10	FARMERS GRAIN 07053606 NAPA TRACS  DEPT 730 - PARK ACE HARDWARE DEPT OF ENV QUALITY FLAMING AUTO SUPPLY CO JACK'S OUTDOOR POWER E JUMBO FOODS LOWES #00205* P & K EQUIPMENT PDQ PRINTING Q MART SHERWIN WILLIAMS #1476 SOUTHWEST TRUCK PARTS STUART C IRBY UNIV MAILING SERVICES WAL-MART #0499  DEPT 740 - STREET	PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731	ONLINE VEHICLE INFO 6/13 VEHICLE MAINTENANCE TOTAL  STICK LICENSE OPERATOR CERTIFICATIONS (5) V563 OIL/FUEL FILTERS WEED EATER REPAIR MEAL/RETIREMENT/T HIGHT BULBS V585 HOSE BUSINESS CARDS/K BLACKBURN ICE/MOWING CREW PAINT/ROLLERS/BRUSHES/TAPE V566 BATTERY RECEPTACLE COVERS STUDY MANUALS POOL CONCESSIONS PARK TOTAL	132.00 181.84 24.99 230.00 43.76 559.23 212.79 129.80 142.24 65.00 5.56 363.25 106.45 187.38 284.00 1,160.84 3,515.29
FUND 10	FARMERS GRAIN 07053606 NAPA TRACS  DEPT 730 - PARK ACE HARDWARE DEPT OF ENV QUALITY FLAMING AUTO SUPPLY CO JACK'S OUTDOOR POWER E JUMBO FOODS LOWES #00205* P & K EQUIPMENT PDQ PRINTING Q MART SHERWIN WILLIAMS #1476 SOUTHWEST TRUCK PARTS STUART C IRBY UNIV MAILING SERVICES WAL-MART #0499	PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731	ONLINE VEHICLE INFO 6/13 VEHICLE MAINTENANCE TOTAL  STICK LICENSE OPERATOR CERTIFICATIONS (5) V563 OIL/FUEL FILTERS WEED EATER REPAIR MEAL/RETIREMENT/T HIGHT BULBS V585 HOSE BUSINESS CARDS/K BLACKBURN ICE/MOWING CREW PAINT/ROLLERS/BRUSHES/TAPE V566 BATTERY RECEPTACLE COVERS STUDY MANUALS POOL CONCESSIONS PARK TOTAL	132.00 181.84 24.99 230.00 43.76 559.23 212.79 129.80 142.24 65.00 5.56 363.25 106.45 187.38 284.00 1,160.84

## **PURCHASING CARD CLAIMS LIST**

	FLAMING AUTO SUPPLY CO	PO0114731	V119 FUEL LINE	19.80
	JUMBO FOODS	PO0114731	WATER/GATORADE	68.88
	STUART C IRBY	PO0114731	VINYL TAPE	22.14
	WAKO INC	PO0114731	V119 NOZZLE	6.20
	WESTERN SIZZLIN	PO0114731	MEAL (4)/EMPLOYEE APPRECIATION	82.41
	YELLOW HOUSE MACHINERY	PO0114731	V119 FUEL PUMP	117.14
			STREET TOTAL	364.83
FUND 40	DEDT 750 MAINT & TEOLI OFFI	<b>//050</b>		
<u>FUND 10</u>	DEPT 750 -MAINT & TECH SER			
	AMAZON MKTPLACE PMTS	PO0114731	TRAFFIC PAINT/STRIPING CART/CABLE	383.08
	AT&T DATA	PO0114731	IPAD DATA PLAN 7/13	100.00
	ENID WINNELSON CO	PO0114731	TANK LEVER/FLAPPER	16.24
	JUMBO FOODS	PO0114731	POWERADE/WATER	57.86
	STUART C IRBY	PO0114731	CONNECTORS	81.53
	WALKER VACUUM CENTER	PO0114731	HAND HELD VACUUM	37.75
			MAINT & TECH SERVICES TOTAL	676.46
FUND 10	DEPT 900 - LIBRARY			
<u>-                                    </u>	ADVANCED FIRE EQUIPMEN	PO0114731	F/E INSPECTIONS	174.00
	ADVANCED WATER SOLUTIO	PO0114731	BOTTLED WATER	30.00
	AMAZON MKTPLACE PMTS	PO0114731	NEW TEACHER ORIENTATION SUPPLIES	459.04
	AMAZON.COM	PO0114731	DVDS (10)	119.30
	DART/TARTAN/MCNAUGH	PO0114731	BOOKS (69)	948.90
	DEMCO INC	PO0114731	HEADPHONES/BOOKMARKS/DVD CASES	271.53
	GAYLORD BROS INC	PO0114731	SHELVING CARTS (2)	569.13
	JUMBO FOODS	PO0114731	MEAL (22)/DEPT MEETING	35.96
	ORIENTAL TRADING CO	PO0114731	CRAYONS/TISSUE/NEW TEACHER ORIENTATION	64.95
	QUILL CORPORATION	PO0114731	FACIAL TISSUE	77.98
	RESEARCH DIVISION	PO0114731	(CREDIT) RETURN MICROFILM	(145.00)
	SHOP.COM	PO0114731	BANDAIDS/NEW TEACHER ORIENTATION	71.50
	SYX*GLOBALINDUSTRIALEQ	PO0114731	LITERATURE RACK DISPLAY	350.80
	TCD*GALE	PO0114731	BOOKS (16)	362.09
	THE KNOX COMPANY	PO0114731	KEY BOX	331.00
	THYSSENKRUPP ELEV ORAC	PO0114731	ELEVATOR MAINTENANCE 7/13	228.89
	USPS 39282704133607748	PO0114731	SHIPPING FEES	6.62
	00.000000000000000000000000000000000000		LIBRARY TOTAL	3,956.69
<u>FUND 20</u>	DEPT 205 - AIRPORT			
	ALLIED ELECTRONICS INC	PO0114731	SWITCHES	96.50
	MYR*MYRON MANUFACTURING	PO0114731	2014 TENANT CALENDARS	297.51
	SOUTHWES 5262140268202	PO0114731	AIRFARE (2)/AVGAS TRUCK INSP	938.40
	WAL-MART #0499	PO0114731	MILITARY SNACKS	46.15
	YP *ADVERTISING PYMNT	PO0114731	ADVERTISEMENT	41.00
			AIRPORT TOTAL	1,419.56
FUND 22	DEPT 225 - GOLF			
	2000 CED	PO0114731	A\C INSTALL ELECT CONNECTIONS	80.96
	A-1 PLUMBING HEATING	PO0114731	DUCT TRANSITIONS	304.77
	AUTOPAY/DISH NTWK	PO0114731	DISH TV SERVICE 7/13	211.00
	BRADFORD INDUS SUPPLY	PO0114731	FLUSH/FOAM TAPE	84.62
	MORRISON SUPPLY 90	PO0114731	FREON/MULTI STAGE STAT	208.88
				_00.00

## **PURCHASING CARD CLAIMS LIST**

	STAPLES 00106633	PO0114731		11.49
	STUART C IRBY	PO0114731	A\C INSTALL ELECT CONNECTIONS  GOLF TOTAL	58.02 <b>959.74</b>
FUND 31	DEPT 760 - SOLID WASTE			
	AIRGAS CENTRAL	PO0114731	DIFFUSER/NOZZLE	27.27
	AMERICAN PUBLIC WORKS	PO0114731	APWA CONF REGIST/S DEL ANGEL	450.00
	AT&T DATA	PO0114731	IPAD DATA PLAN 7/13	60.00
	ATW OF ENID # 01	PO0114731	POWER PULLER	49.99
	BOB HOWARD PDC	PO0114731	V227 SEAT BELT	369.34
	ENID IRON & METAL CO	PO0114731	PLATE	59.00
	OREILLY AUTO 00001883	PO0114731	V613 A/C	220.44
	ROBERTS TRUCK CENTER	PO0114731	V215 SWITCH	33.45
	ROSE ST COLLEGE	PO0114731	ONLINE RENEWAL CLASS/J REDDING	40.00
	SHERWIN WILLIAMS #7185	PO0114731	PAINT	336.97
	WAL-MART #0499	PO0114731	BOTTLED WATER	24.20
	WESTERN SIZZLIN	PO0114731	MEAL (3)/DEPT MEETING	52.63
	YELLOW HOUSE MACHINERY	PO0114731	V250 HOSE	96.22
	YELLOW HOUSE MACHINERY	PO0114731	V260 HOSE	359.28
	YELLOW HOUSE MACHINERY	PO0114731	V932 PEDAL	530.16
			SOLID WASTE TOTAL	2,708.95
<b>FUND 31</b>	<u>DEPT 790 - WATER</u>			
	OREILLY AUTO 00001883	PO0114731	V307 ABS SENSOR	221.02
	UPS (800) 811-1648	PO0114731	SHIPPING FEES	28.93
			WATER TOTAL	249.95
FUND 31	DEPT 795 - WATER MANAGEN	MENT SERVIC	CFS.	
	ADVANCED WATER SOLUTION	PO0114731	<del></del> -	129.00
	ALPHA WIRELESS	PO0114731		14.99
	APL*APPLE ITUNES STORE	PO0114731	IPAD DATA PLAN 7/13	281.99
	ATHEY LUMBER COMPANY	PO0114731		35.84
	ATW OF ENID # 01	PO0114731	BOLTS	26.66
	BOB HOWARD PDC	PO0114731	V359 CAM SHAFT SENSOR	72.71
	CRYSTAL POOL AND SPA	PO0114731	BRUSHES	207.20
	ENID NEW HOLLAND	PO0114731	CLUTCH DISK	70.79
	FASTENAL COMPANY01	PO0114731	FITTINGS	50.59
	GARDNER DENVER PEACHTR	PO0114731	FITTINGS	943.27
	HOTSY OF OKLAHOMA	PO0114731	O-RINGS	6.00
	JUMBO FOODS	PO0114731	WIPES/MOUSE TRAP BAIT	6.99
	JUMBO II LLC	PO0114731	CLEANER	50.54
	LEDSNSIRENS.COM	PO0114731	LIGHT BAR	551.97
	LOCKE SUPPLY WHC ENID	PO0114731	FILTERS	131.06
	LOWES #00205*	PO0114731	WEED EATER PARTS	102.38
	MOORE MEDICAL LLC WEB	PO0114731	FIRST AID SUPPLIES	291.62
	NOR*NORTHERN TOOL	PO0114731	LEVERAGE PLIERS	127.97
	ODELLY ALITO 00004000	PO0114731	V307 BRAKE PADS	41.85
	OREILLY AUTO 00001883	F00114731	V307 BNAKE FADS	41.05
	USPS 39282704133607748	PO0114731		6.77 3,150.19

# **FUND 32 DEPT 325 - EEDA**

## **PURCHASING CARD CLAIMS LIST**

	2000 CED	PO0114731	M-1313 CONNECTORS/STRAP/PLATES	1,234.90
	AE HOWARD TILEAND CARP	PO0114731	M-1313 BASE CORNERS	82.50
	ENID WINNELSON CO	PO0114731	M-1313 FAUCET KIT/TOILET/WALL LAV	1,142.01
	INDUSTRIAL MATERIALS	PO0114731	M-1313 DOOR HANDLES	544.50
	J & P SUPPLY CO	PO0114731	M-1313 TOWEL DISP/TOWELS/HAND SOAP	97.09
	LOCKE SUPPLY - ENID	PO0114731	M-1313 DRAIN PAN/FITTINGS/BALL VALVE	74.73
	LOWES #00205*	PO0114731	M-1313 BASEBOARDS/GLUE/FILTERS	360.32
	SHERWIN WILLIAMS #7185	PO0114731	M-1313 PAINT ROLLERS	24.48
	STUART C IRBY	PO0114731	M-1313 TAPE/WALL PLATES	263.94
			EEDA TOTAL	3,824.47
<b>FUND 51</b>	DEPT 515 - POLICE			
	BAXTER'S INTERURBAN	PO0114731	MEAL/DRUG SCHOOL/A BARBER	32.98
	BOB HOWARD PDC	PO0114731	V2026 INSTRUMENT PANEL	639.03
	DOUBLETREE DOWNTOWN	PO0114731	LODGING/DRUG SCHOOL/A BARBER	83.45
	EMBASSY SUITES NORMAN	PO0114731	LODGING/OACP CONF/B O'ROURKE	243.63
	EZ GO 41	PO0114731	V2004 FUEL/EOD TRANSPORT	49.54
	FLAMING AUTO SUPPLY CO	PO0114731	V2168 AIR FILTER	9.79
	GALLS INTERN*	PO0114731	RADIO FACE PLATES	76.12
	MEXICALI BORDER CAFE	PO0114731	MEAL/DRUG SCHOOL/A BARBER	13.49
	ONCUE EXPRESS 27	PO0114731	V401 FUEL	10.92
	OREILLY AUTO 00001883	PO0114731	MASKING PAPER/SPRAY PAINT	104.16
	OREILLY AUTO 00001883	PO0114731	V2061 PAINT SUPPLIES	187.30
	OREILLY AUTO 00001883	PO0114731	V2074 BRAKE PADS/ROTOR	228.32
	OREILLY AUTO 00001883	PO0114731	V2077 BRAKE PADS/ROTOR	193.82
	TERI'S CONEY ISLAND	PO0114731	MEAL/DRUG SCHOOL/A BARBER	8.30
	THE BIKE SHOP	PO0114731	TAIL LIGHT/TOE CLIPS	53.07
	WAL-MART #0499	PO0114731	BATTERIES	69.09
	WAL-MART #0499	PO0114731	BATTERIES POLICE TOTAL	
<u>FUND 65</u>	WAL-MART #0499 <b>DEPT 655 - FIRE</b>	PO0114731		69.09
FUND 65		PO0114731		69.09
<u>FUND 65</u>	DEPT 655 - FIRE		POLICE TOTAL	2,003.01
<u>FUND 65</u>	DEPT 655 - FIRE BB MACHINE & SUPPLY INC	PO0114731	POLICE TOTAL  GAUGE	69.09 <b>2,003.01</b> 18.65
<u>FUND 65</u>	DEPT 655 - FIRE BB MACHINE & SUPPLY INC CRUCIAL.COM	PO0114731 PO0114731	POLICE TOTAL  GAUGE MEMORY UPGRADE	69.09 <b>2,003.01</b> 18.65 269.97
<u>FUND 65</u>	DEPT 655 - FIRE  BB MACHINE & SUPPLY INC  CRUCIAL.COM  DISCOUNTED LATEX G	PO0114731 PO0114731 PO0114731	GAUGE MEMORY UPGRADE LATEX GLOVES	18.65 269.97 843.70
<u>FUND 65</u>	DEPT 655 - FIRE  BB MACHINE & SUPPLY INC  CRUCIAL.COM  DISCOUNTED LATEX G  ENID IRON & METAL CO	PO0114731 PO0114731 PO0114731	GAUGE MEMORY UPGRADE LATEX GLOVES METAL/TRAILER REPAIR	18.65 269.97 843.70 72.80
<u>FUND 65</u>	DEPT 655 - FIRE  BB MACHINE & SUPPLY INC  CRUCIAL.COM  DISCOUNTED LATEX G  ENID IRON & METAL CO  FULLERTON WELDING SUPP	PO0114731 PO0114731 PO0114731 PO0114731	GAUGE MEMORY UPGRADE LATEX GLOVES METAL/TRAILER REPAIR HYDRO TEST (4)/AIR VALVE	18.65 269.97 843.70 72.80 121.48
<u>FUND 65</u>	DEPT 655 - FIRE  BB MACHINE & SUPPLY INC CRUCIAL.COM DISCOUNTED LATEX G ENID IRON & METAL CO FULLERTON WELDING SUPP J & P SUPPLY CO	PO0114731 PO0114731 PO0114731 PO0114731 PO0114731	GAUGE MEMORY UPGRADE LATEX GLOVES METAL/TRAILER REPAIR HYDRO TEST (4)/AIR VALVE TOWELS/TISSUE	18.65 269.97 843.70 72.80 121.48 152.64
<u>FUND 65</u>	DEPT 655 - FIRE  BB MACHINE & SUPPLY INC CRUCIAL.COM DISCOUNTED LATEX G ENID IRON & METAL CO FULLERTON WELDING SUPP J & P SUPPLY CO LOWES #00205*	PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731	GAUGE MEMORY UPGRADE LATEX GLOVES METAL/TRAILER REPAIR HYDRO TEST (4)/AIR VALVE TOWELS/TISSUE WEED EATER	18.65 269.97 843.70 72.80 121.48 152.64 99.00
<u>FUND 65</u>	DEPT 655 - FIRE  BB MACHINE & SUPPLY INC  CRUCIAL.COM  DISCOUNTED LATEX G  ENID IRON & METAL CO  FULLERTON WELDING SUPP  J & P SUPPLY CO  LOWES #00205*  P & K EQUIPMENT	PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731	GAUGE MEMORY UPGRADE LATEX GLOVES METAL/TRAILER REPAIR HYDRO TEST (4)/AIR VALVE TOWELS/TISSUE WEED EATER PARTS/MOWER REPAIR	18.65 269.97 843.70 72.80 121.48 152.64 99.00 173.55
<u>FUND 65</u>	DEPT 655 - FIRE  BB MACHINE & SUPPLY INC  CRUCIAL.COM  DISCOUNTED LATEX G  ENID IRON & METAL CO  FULLERTON WELDING SUPP  J & P SUPPLY CO  LOWES #00205*  P & K EQUIPMENT  PLANTS A PLENTY GREENHOUSE	PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731	GAUGE MEMORY UPGRADE LATEX GLOVES METAL/TRAILER REPAIR HYDRO TEST (4)/AIR VALVE TOWELS/TISSUE WEED EATER PARTS/MOWER REPAIR TREES (11)	18.65 269.97 843.70 72.80 121.48 152.64 99.00 173.55 367.89
<u>FUND 65</u>	DEPT 655 - FIRE  BB MACHINE & SUPPLY INC  CRUCIAL.COM  DISCOUNTED LATEX G  ENID IRON & METAL CO  FULLERTON WELDING SUPP  J & P SUPPLY CO  LOWES #00205*  P & K EQUIPMENT  PLANTS A PLENTY GREENHOUSE  SHI CORP	PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731	GAUGE MEMORY UPGRADE LATEX GLOVES METAL/TRAILER REPAIR HYDRO TEST (4)/AIR VALVE TOWELS/TISSUE WEED EATER PARTS/MOWER REPAIR TREES (11) SOFTWARE	69.09 2,003.01  18.65 269.97 843.70 72.80 121.48 152.64 99.00 173.55 367.89 369.00
<u>FUND 65</u>	DEPT 655 - FIRE  BB MACHINE & SUPPLY INC CRUCIAL.COM DISCOUNTED LATEX G ENID IRON & METAL CO FULLERTON WELDING SUPP J & P SUPPLY CO LOWES #00205* P & K EQUIPMENT PLANTS A PLENTY GREENHOUSE SHI CORP STAPLES 00106633	PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731	GAUGE MEMORY UPGRADE LATEX GLOVES METAL/TRAILER REPAIR HYDRO TEST (4)/AIR VALVE TOWELS/TISSUE WEED EATER PARTS/MOWER REPAIR TREES (11) SOFTWARE BINDING MACHINE/FLASH DRIVE	69.09 2,003.01  18.65 269.97 843.70 72.80 121.48 152.64 99.00 173.55 367.89 369.00 642.56
<u>FUND 65</u>	DEPT 655 - FIRE  BB MACHINE & SUPPLY INC  CRUCIAL.COM  DISCOUNTED LATEX G  ENID IRON & METAL CO  FULLERTON WELDING SUPP  J & P SUPPLY CO  LOWES #00205*  P & K EQUIPMENT  PLANTS A PLENTY GREENHOUSE  SHI CORP  STAPLES 00106633  THE UPS STORE 5063	PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731	GAUGE MEMORY UPGRADE LATEX GLOVES METAL/TRAILER REPAIR HYDRO TEST (4)/AIR VALVE TOWELS/TISSUE WEED EATER PARTS/MOWER REPAIR TREES (11) SOFTWARE BINDING MACHINE/FLASH DRIVE SHIPPING FEES RETIREMENT RECEPTION/J MCCALISTER SHIPPING FEES	18.65 269.97 843.70 72.80 121.48 152.64 99.00 173.55 367.89 369.00 642.56 32.73 81.71
<u>FUND 65</u>	DEPT 655 - FIRE  BB MACHINE & SUPPLY INC  CRUCIAL.COM  DISCOUNTED LATEX G  ENID IRON & METAL CO  FULLERTON WELDING SUPP  J & P SUPPLY CO  LOWES #00205*  P & K EQUIPMENT  PLANTS A PLENTY GREENHOUSE  SHI CORP  STAPLES 00106633  THE UPS STORE 5063  UNITED SUPERMARKET 3	PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731	GAUGE MEMORY UPGRADE LATEX GLOVES METAL/TRAILER REPAIR HYDRO TEST (4)/AIR VALVE TOWELS/TISSUE WEED EATER PARTS/MOWER REPAIR TREES (11) SOFTWARE BINDING MACHINE/FLASH DRIVE SHIPPING FEES RETIREMENT RECEPTION/J MCCALISTER SHIPPING FEES VACUUM/CUPS	69.09 2,003.01  18.65 269.97 843.70 72.80 121.48 152.64 99.00 173.55 367.89 369.00 642.56 32.73 81.71 11.65 221.89
<u>FUND 65</u>	DEPT 655 - FIRE  BB MACHINE & SUPPLY INC  CRUCIAL.COM  DISCOUNTED LATEX G  ENID IRON & METAL CO  FULLERTON WELDING SUPP  J & P SUPPLY CO  LOWES #00205*  P & K EQUIPMENT  PLANTS A PLENTY GREENHOUSE  SHI CORP  STAPLES 00106633  THE UPS STORE 5063  UNITED SUPERMARKET 3  USPS 39282704133607748	PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731	GAUGE MEMORY UPGRADE LATEX GLOVES METAL/TRAILER REPAIR HYDRO TEST (4)/AIR VALVE TOWELS/TISSUE WEED EATER PARTS/MOWER REPAIR TREES (11) SOFTWARE BINDING MACHINE/FLASH DRIVE SHIPPING FEES RETIREMENT RECEPTION/J MCCALISTER SHIPPING FEES	18.65 269.97 843.70 72.80 121.48 152.64 99.00 173.55 367.89 369.00 642.56 32.73 81.71
	DEPT 655 - FIRE  BB MACHINE & SUPPLY INC  CRUCIAL.COM  DISCOUNTED LATEX G  ENID IRON & METAL CO  FULLERTON WELDING SUPP  J & P SUPPLY CO  LOWES #00205*  P & K EQUIPMENT  PLANTS A PLENTY GREENHOUSE  SHI CORP  STAPLES 00106633  THE UPS STORE 5063  UNITED SUPERMARKET 3  USPS 39282704133607748	PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731	GAUGE MEMORY UPGRADE LATEX GLOVES METAL/TRAILER REPAIR HYDRO TEST (4)/AIR VALVE TOWELS/TISSUE WEED EATER PARTS/MOWER REPAIR TREES (11) SOFTWARE BINDING MACHINE/FLASH DRIVE SHIPPING FEES RETIREMENT RECEPTION/J MCCALISTER SHIPPING FEES VACUUM/CUPS	69.09 2,003.01  18.65 269.97 843.70 72.80 121.48 152.64 99.00 173.55 367.89 369.00 642.56 32.73 81.71 11.65 221.89
	DEPT 655 - FIRE  BB MACHINE & SUPPLY INC  CRUCIAL.COM  DISCOUNTED LATEX G  ENID IRON & METAL CO  FULLERTON WELDING SUPP  J & P SUPPLY CO  LOWES #00205*  P & K EQUIPMENT  PLANTS A PLENTY GREENHOUSE  SHI CORP  STAPLES 00106633  THE UPS STORE 5063  UNITED SUPERMARKET 3  USPS 39282704133607748  WAL-MART #0499	PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731 PO0114731	GAUGE MEMORY UPGRADE LATEX GLOVES METAL/TRAILER REPAIR HYDRO TEST (4)/AIR VALVE TOWELS/TISSUE WEED EATER PARTS/MOWER REPAIR TREES (11) SOFTWARE BINDING MACHINE/FLASH DRIVE SHIPPING FEES RETIREMENT RECEPTION/J MCCALISTER SHIPPING FEES VACUUM/CUPS	69.09 2,003.01  18.65 269.97 843.70 72.80 121.48 152.64 99.00 173.55 367.89 369.00 642.56 32.73 81.71 11.65 221.89

### 7-16-2013

## **PURCHASING CARD CLAIMS LIST**

	EPTA TOTAL	101.85
JP MORGANCHASE CLAIMS LIST T	OTAL	\$ 31,977.66

FUND 10	<u>DEPT 000 - N.A.</u>			
01-00917 01-01338 01-01955 01-03030 01-03315 01-03718 01-05041 01-05041 01-05041 01-15125 01-15125 01-15125 01-15125 01-15125 01-15127 01-15010 01-70950 01-67250 01-67400 01-70950 01-80343	OK GAS & ELECTRIC OK NATURAL GAS OK NATURAL GAS PIONEER TELEPHONE CO., INC. AT & T AT & T WHEATLAND ANIMAL CLINIC CAT CLINIC, INC. QUILL CORPORATION, INC. FRIENDS OF THE LIBRARY WESTEL COPIERS PLUS, INC.	PO0114625 PO0114626 PO0114812 PO0114695 PO0114808 PO0114753 PO0114624 PO0114624 PO0114630 PO0114636 PO0114732 PO0114733 PO0114734 PO0114734 PO0114640 PO0114645 PO0114659 PO0114698 PO0114797 PO0114807 PO0114810 PO0114810	OXYGEN/CYLINDER/ST MONTHLY SERVICE 6/13 MONTHLY SERVICE 6/13 MONTHLY SERVICE 6/13 MONTHLY SERVICE 6/13. MONTHLY SERVICE 6/13 REIMB/SPAY/NEUTER REIMB/SPAY/NEUTER COPY PAPER QTRLY PROCEEDS MONTHLY SERVICE 6/13	\$44,350.00 \$1,741.37 \$3,513.33 \$624.00 \$22,035.46 \$61.85 \$80.00 \$146.00 \$340.00 \$22,129.50 \$85.02 \$228.68 \$11,063.62 \$28,920.62 \$416.38 \$1,715.29 \$582.27 \$1,042.08 \$651.94 \$2,050.24 \$6,626.75 \$1,565.53 \$1,595.00 \$130.00 \$119.60 \$1,710.44 \$539.53 \$620.77 \$3,658.23 <b>\$158,343.50</b>
<u>FUND 10</u>	DEPT 100 - ADM. SERVICES			
01-01163 01-01783 01-04098 01-04116 01-04126 01-16004 01-16004	JP MORGAN CHASE HWA PARKING DOWNTOWN THREADS ALEXANDER CONSTRUCTION	PO0114731 PO0113896 PO0114524 PO0114468	WATER COOLER RENTAL 6/13 CHASE PAYMENT DWTN PARKING GARAGE STUDY LOGO SHIRT OWNERSHIP REPORT/501 W GARRIOTT LETTERHEAD/BUSINESS CARDS NEWSLETTERS ADM. SERVICES TOTAL	\$28.25 \$50.48 \$12,000.00 \$22.34 \$400.00 \$265.00 \$1,680.00 <b>\$14,446.07</b>
<u>FUND 10</u>	DEPT 110 - HUMAN RESOURCES			
01-01783 01-02621 01-03053 01-04082 01-04129 01-05017 01-05017 01-13036 01-16004 01-19063 01-32760 01-51430 01-51430 01-74350	JP MORGAN CHASE PREMIERSOURCE, LLC NORTHWEST SHREDDERS, LLC THYSSENKRUPP ELEVATOR CORP. OK DEPT. OF CORRECTIONS ENID TYPEWRITER CO., INC. ENID TYPEWRITER CO., INC. MESSER BOWERS PDQ PRINTING SECRETARY OF STATE/NOTARY INTEGRIS BASS OCCUP. MEDICINE ENID P T PROFESSIONALS ENID P T PROFESSIONALS NORCE		QUARTERLY FEES SECURITY CONSOLE 6/13 MONTHLY SERVICE 7/13 INMATE/VAN USAGE 5/13 PRINTS PRINTS SURETY BOND/NOTARY/A GRAY BUSINESS CARDS (2) FILING FEES PRE EMPLOYMENT SCREENING (25) EMPLOYEE TESTING (12)	\$1,676.69 \$6,233.06 \$20.00 \$243.40 \$771.32 \$106.57 \$43.57 \$30.00 \$110.00 \$1,125.00 \$1,800.00 \$825.00 \$1,240.40 \$14,235.01
FUND 10	DEPT 120 - LEGAL SVCS.			
01-01361 01-01305 01-01305	INTEGRIS SOUTHWEST MED.CTR, INC. WORKERS' COMPENSATION COURT WORKERS' COMPENSATION COURT	PO0114609 PO0114472 PO0114568		\$591.89 \$140.00 \$140.00

01-01783 01-02131 01-02307 01-02307 01-03053 01-03309 01-04118 01-04127 01-16006 01-16145 01-15013 01-19194 01-33380 01-80239	JP MORGAN CHASE LEXISNEXIS ANNUITY TRANSFERS, LTD ANNUITY TRANSFERS, LTD NORTHWEST SHREDDERS, LLC JACQUE BRAWNER DEAN LAW, PLLC ARENS, EDWARDS ARENS, EDWARDS COOPER, WILLIAM PHILLIPS PRINTING, INC. PETTY CASH PETTY CASH OK TAX COMMISSION OK TAX COMMISSION OPFER, DAVID DPFER, DAVID BASS OCCUPTIONAL HEALTH SERVICE	PO0114796 PO0114465 PO0114498 PO0114629 PO0114602 PO0114602 PO0114544 PO0114745 PO0114745 PO0114567 PO0114471 PO0114464	WC/ATTORNEY FEE WC/ATTORNEY FEE SECURITY CONSOLE 6/13 WC/ATTORNEY FEE WC/MILEAGE WC/MEDICAL WC/SETTLEMENT RECEIPT BOOKS REIMB/MILEAGE/C STEIN REIMB/COPIES WC/STATE FEES WC/SETTLEMENT FEES WC/MEDICAL WC/MEDICAL	\$92.75 \$946.00 \$63.47 \$63.47 \$40.00 \$256.87 \$205.46 \$93.75 \$8,882.50 \$349.00 \$129.89 \$2.00 \$1,311.34 \$244.27 \$253.89 \$253.89 \$229.69 \$14,290.13
FUND 10	DEPT 140 - SAFETY			
	JP MORGAN CHASE PETTY CASH ACE HARDWARE-SOUTHERN HARDLINES		CHASE PAYMENT REIMB/MEALS (7)/B MCBRIDE KEYS SAFETY TOTAL	\$914.35 \$289.15 \$2.78 <b>\$1,206.28</b>
<u>FUND 10</u>	DEPT 200 - GENERAL GOV'T.			
01-03218 01-03707 01-04141 01-05134 01-07085 01-15007 01-16145 01-16147 01-18089 01-23053 01-36830 01-37690	SANDERS, WILLIAM ENID NEWS & EAGLE GREATER ENID CHAMBER OF COMMERCE OK MUNICIPAL LEAGUE, INC. PETTY CASH PEGASYS RSVP, INC. WESTERN ENTERPRISES INC	PO0114766 PO0114773 PO0114792	ANNUAL MEETING BANQUET 6/13 ANNUAL DUES 2013/2014 REIMB/FILING FEES PROGRAM FUNDING 2013/2014 MAINTENANCE 6/13 FIREWORKS DISPLAY 7/13 PROGRAM FUNDING 2013/2014 PROGRAM FUNDING 2013/2014	\$1,187.80 \$4,000.00 \$200.00 \$480.30 \$50.00 \$379.20 \$125.00 \$33,759.17 \$247.00 \$15,416.66 \$100.00 \$15,000.00 \$6,250.00 \$473.55 \$102,668.68
FUND 10	DEPT 210 - ACCOUNTING			
01-01163 01-01783 01-03053 01-55120	ADVANCED WATER SOLUTIONS JP MORGAN CHASE NORTHWEST SHREDDERS, LLC QUILL CORPORATION, INC.	PO0114731 PO0114498	WATER COOLER RENTAL 6/13 CHASE PAYMENT SECURITY CONSOLE 6/13 CARTRIDGE ACCOUNTING TOTAL	\$28.25 \$187.00 \$20.00 \$81.89 <b>\$317.14</b>
FUND 10	DEPT 220 - RECORDS & RECEIPTS			
01-55120 01-58431	QUILL CORPORATION, INC. CDW GOVERNMENT, INC.	PO0114810 PO0114459		\$12.94 \$1,876.69 <b>\$1,889.63</b>
FUND 10	DEPT 250 - INFORMATION TECHNOLOGY			
01-01783 01-02649 01-03163 01-03370 01-03705 01-04107	JP MORGAN CHASE WEBQA, INC. SUDDENLINK-COE KRONOS INCORPORATED AMTEL COMMUNICATION SUPPLY CORPORATION	PO0114633 PO0114655 PO0114651 PO0114632	CHASE PAYMENT MOBILE APP/GOV 7/13-6/14 INTERNET SERVICE 7/13 SOFTWARE SUPPORT SVCS 6/13 MOBILE DEVICE MGMT SOFTWARE FIBER OPTICS	\$368.12 \$1,800.00 \$2,926.56 \$15,336.16 \$6,300.00 \$1,277.50

PO0114782

PO0114746

PO0114662

PO0114658

PO0114589

01-12098

01-16145

01-59880

01-70950

01-74350

PETTY CASH

NORCE

COPIERS PLUS, INC.

SUMMIT ENVIRONMENTAL SERVICE

SCREWS/BOLTS

REIMB/MILEAGE/S DELANGEL

**COPIER MAINTENANCE 5/13** 

JANITORIAL SERVICES 5/13

**PUBLIC WORKS MGMT TOTAL** 

DRUM SPILL CLEAN UP

\$265.79

\$168.68

\$574.56

\$4,871.20

\$6.41

\$2,340.00

	DEPT 710 - FLEET MANAGEMENT			
01-02515 01-03889 01-06019	JP MORGAN CHASE ENID EYE OPTICAL, INC. CENTURY MANUFACTURING CORPORATION FLAMING AUTO SUPPLY CO., INC. PETTY CASH UNIFIRST, INC.	PO0114683 PO0114527 PO0114593 PO0114746	CHASE PAYMENT SAFETY GLASSES/J MOCK DIESEL ADDITIVE AIR HOSE REIMB/VEHICLE TAGS SHOP TOWEL SERVICE 6/13 FLEET MANAGEMENT TOTAL	\$181.84 \$81.00 \$576.46 \$76.53 \$37.50 \$164.08 <b>\$1,117.41</b>
FUND 10	DEPT 730 - PARKS & RECREATION			
01-02243 01-02534 01-03107 01-03107 01-03107 01-16156 01-18116 01-23013 01-25008 01-31350 01-33210 01-33220 01-35830 01-51190 01-51190	CHEM-CAN SERVICES, INC. CHEM-CAN SERVICES, INC. PLANTS-A-PLENTY RAMSEY'S WHAT EVER STORE	PO0114694 PO0114574 PO0114716 PO0114518 PO0114620 PO0114633 PO0114533 PO0114618 PO0114504 PO0114522 PO0114571 PO0114521 PO0114521 PO0114592 PO0114573 PO0114520	WHEEL ASSEMBLY V454 WHEEL ASSY V310 BLADES V509 HEAVY DUTY BOXES TUBE/SHAFT/LABOR	\$3,307.43 \$73.69 \$201.86 \$410.00 \$528.00 \$308.00 \$481.63 \$241.06 \$14.95 \$370.58 \$325.00 \$136.45 \$322.80 \$75.10 \$222.30 \$94.10 \$84.00 \$330.62 \$15.95 \$7,543.52
FUND 10	DEPT 740 - STRMWTR/ROADWAY MAINT			
01-00447	•	PO0114529	HOSE REBUILD KIT	
01-13017 01-13017 01-16008 01-20097 01-21001 01-23013 01-50210	ALBRIGHT STEEL & WIRE COMPANY JP MORGAN CHASE DeFNIC SOFTWARE & CONSULTING DOLESE BROTHERS CO., INC. DOLESE BROTHERS CO., INC. UNITED RENTALS (NORTH AMERICA), IN FLAMING AUTO SUPPLY CO., INC. HUGHES LUMBER CO., LLC MUNN SUPPLY, INC. MUNN SUPPLY, INC. PINKLEY SALES CO. TOPS & STRIPES, INC. UNITED ENGINES, INC.	PO0114587 PO0114726 PO0114731 PO0114716 PO0114540 PO0114727 PO0114730 PO0114493 PO0114493 PO0114493 PO0114492 PO0114492 PO0114491 PO0114491 PO0114494	CABLE REBAR/STAKES REBAR/STAKES CHASE PAYMENT SERVER/SOFTWARE CRUSHER RUN CRUSHER RUN CONCRETE V117 OIL/AIR FILTER OPEN REEL TAPE SAFETY GLASSES GLOVES (42)/SAFETY GLASSES POWERBACK REPAIR V114 SIDESTEP V2300 VALVE ASSEMBLY SPRAY TIPS	\$182.44 \$1,750.00 \$63.00 \$15.80 \$342.69 \$410.00 \$570.84 \$339.25 \$130.70 \$31.28 \$23.76 \$11.38 \$178.75 \$1,487.55 \$239.00 \$157.05 \$370.58 \$206.48 \$44.43 \$6,554.98
01-01017 01-01017 01-01783 01-02534 01-04033 01-04033 01-04131 01-06019 01-08022 01-13017 01-13017 01-16008 01-20097 01-21001 01-23013 01-50210	ALBRIGHT STEEL & WIRE COMPANY ALBRIGHT STEEL & WIRE COMPANY JP MORGAN CHASE DEFNIC SOFTWARE & CONSULTING DOLESE BROTHERS CO., INC. DOLESE BROTHERS CO., INC. UNITED RENTALS (NORTH AMERICA), IN FLAMING AUTO SUPPLY CO., INC. HUGHES LUMBER CO., LLC MUNN SUPPLY, INC. MUNN SUPPLY, INC. PINKLEY SALES CO. TOPS & STRIPES, INC. UNITED ENGINES, INC. WAKO, INC. LOWE'S HOME CENTERS, INC.	PO0114587 PO0114726 PO0114731 PO0114716 PO0114540 PO0114727 PO0114730 PO0114493 PO0114493 PO0114493 PO0114492 PO0114492 PO0114491 PO0114491 PO0114494	CABLE REBAR/STAKES REBAR/STAKES CHASE PAYMENT SERVER/SOFTWARE CRUSHER RUN CRUSHER RUN CONCRETE V117 OIL/AIR FILTER OPEN REEL TAPE SAFETY GLASSES GLOVES (42)/SAFETY GLASSES POWERBACK REPAIR V114 SIDESTEP V2300 VALVE ASSEMBLY SPRAY TIPS SCREWDRIVER/BLINDS POWER SUPPLY	\$1,750.00 \$63.00 \$15.80 \$342.69 \$410.00 \$570.84 \$339.25 \$130.70 \$31.28 \$23.76 \$11.38 \$178.75 \$1,487.55 \$239.00 \$157.05 \$370.58 \$206.48 \$44.43

<u>FUND 10</u>	DEPT 900 - LIBRARY			
01-01783 01-03053 01-03454 01-03702 01-04128	JP MORGAN CHASE NORTHWEST SHREDDERS, LLC OCLC ONLINE COMPUTER LIBRARY CENTE NEWSBANK, INC. DIVERSE MEDIA, INC	PO0114731 PO0114498 PO0114637 PO0114836 PO0114558	CHASE PAYMENT SECURITY CONSOLE 6/13 SUBSCRIPTION/LOAN 2013 ANNUAL SUBSCRIPTION 7/13 DVD LIBRARY TOTAL	\$3,956.69 \$40.00 \$12,500.00 \$5,010.00 \$21.85 <b>\$21,528.54</b>
FUND 10	DEPT 950 - SALES TAX TRANS.			
01-03060 01-19099 01-77520	CENTRAL NATIONAL BANK SECURITY NATIONAL BANK BANK OF OKLAHOMA, NA	PO0114793 PO0114795 PO0114794		\$760,312.77 \$116,254.93 \$85,074.64 <b>\$961,642.34</b>
<u>FUND 10</u>	DEPT 955 - CAPITAL ASSETS & PROJECTS			
01-04107 01-04109 01-80310	COMMUNICATION SUPPLY CORPORATION BLACKBOARD, INC. SOFTWARE HOUSE INTERNATIONAL, INC.	PO0114286 PO0114670 PO0114296	IT-1302 OPTIC DUCT CONNECTION SERVICE 6/13 EXCHANGE SERVER 2013 CAPITAL ASSETS & PROJECTS TOTAL	\$379.85 \$100.00 \$5,100.00 <b>\$5,579.85</b>
<u>FUND 14</u>	DEPT 145 - HEALTH FUND			
01-01506 01-01869 01-01869 01-04097 01-04097 01-04111 01-25008 01-78180 01-78180 01-78180	IRON WORKS FITNESS & TANNING DEARBORN LIFE INSURANCE CO. DEARBORN LIFE INSURANCE CO. MINUTEMAN PRESS MINUTEMAN PRESS HOLMES MURPHY & ASSOCIATES, INC YMCA BLUE CROSS BLUE SHIELD OK	PO0114500 PO0114584 PO0114631 PO0113878 PO0114828 PO0114289 PO0114813 PO0114813 PO0114813 PO0114813	SBC PLANS (550) PROFESSIONAL SERVICES WELLNESS DOLLARS (3)	\$100.00 \$2,360.70 \$2,344.20 \$2,449.77 \$690.91 \$6,666.66 \$300.00 \$1,822.29 \$14,266.45 \$34,012.15 \$167,744.59 \$232,757.72
FUND 20	DEPT 205 - AIRPORT			
01-02269 01-02712 01-04038 01-05134 01-15051 01-15132 01-16087 01-23076 01-23076 01-23076 01-42400 01-46000 01-50210	OK DEPT OF ENVIRONMENTAL QUALITY ENID NEWS & EAGLE OK TAX COMMISSION O'REILLY AUTO PARTS, INC. PORTERFIELD SURVEYING WATER ONE, INC. WING AERO PRODUCTS, INC. WING AERO PRODUCTS, INC. AT & T TRAYNOR, LONG & WYNNE, PC	PO0107486 PO0114512	STORM WATER PERMIT 6/13 PUBLICATIONS. AIRPORT SALES TAX RENEWAL TIRE REPAIR SUPPLIES PROF SVCS/HANGAR CONSTRUCTION RO RENTAL 6/13 SECTIONALS/CHARTS CHARTS MONTHLY SERVICE 6/13 PROFESSIONAL SERVICES	\$128.00 \$354.17 \$1,419.56 \$8,120.00 \$47.17 \$347.71 \$426.42 \$20.00 \$45.64 \$922.12 \$47.00 \$269.39 \$12.16 \$254.61 \$736.00 \$5.10 \$341.78 \$13,496.83
<u>FUND 22</u>	DEPT 225 - GOLF			
01-01338 01-01338 01-01783 01-02446 01-02515	J & P SUPPLY, INC. J & P SUPPLY, INC. JP MORGAN CHASE JOHN DEERE FINANCIAL ENID EYE OPTICAL, INC.	PO0114554 PO0114811 PO0114731 PO0114648 PO0114683	VACUUM/BAGS CHASE PAYMENT MOWER LEASE 7/13	\$17.50 \$724.56 \$959.74 \$622.37 \$133.00

01-03623 01-03878 01-04007 01-06019 01-13170 01-15132 01-15132 01-33210 01-33210 01-38030 01-59360 01-65460	AMERITURF MORRISON SUPPLY COMPANY HAGAR RESTAURANT SERVICE, INC. FLAMING AUTO SUPPLY CO., INC. MIDWEST COMPUTERS & MORE, INC. O'REILLY AUTO PARTS, INC. O'REILLY AUTO PARTS, INC. P & K EQUIPMENT, INC. P & K EQUIPMENT, INC. DAL SECURITY, INC. FASTENAL COMPANY ACTSHON PEST CONTROL	PO0114117 PO0114555	PROFESSIONAL SERVICES HYDRAULIC FLUID CARTRIDGE RIBBON BATTERY/OIL FILTER	\$2,644.00 \$2,246.00 \$280.76 \$112.27 \$40.70 \$64.15 \$23.84 \$40.47 \$24.40 \$56.15 \$6.91 \$425.00 \$8,421.82
FUND 25	DEPT 255 - PARK			
01-67860	KIWANIS TRUST FUND, INC	PO0114507	TRAIN TRACK REPAIR PARK TOTAL	\$10,000.00 <b>\$10,000.00</b>
FUND 30	<u>DEPT 305 - ST. &amp; ALLEY</u>			
01-15114	OK DEPT. OF ENVIRONMENTAL QUALITY	PO0114547	R-1201A STORM WATER CONST PERM ST. & ALLEY TOTAL	\$347.71 <b>\$347.71</b>
<u>FUND 31</u>	DEPT 230 - UTILITY BILLING			
01-00630 01-00917 01-01163 01-01783 01-70950	DIAMOND SOFTWARE, INC. HD SUPPLY WATERWORKS ADVANCED WATER SOLUTIONS JP MORGAN CHASE COPIERS PLUS, INC.			\$7,490.63 \$32,230.00 \$16.25 \$230.00 \$11.24 \$39,978.12
<u>FUND 31</u>	<u>DEPT 315 - E.M.A.</u>			
01-01104 01-01105	DRUMMOND PUBLIC SCHOOLS WAUKOMIS PUBLIC SCHOOLS CHISHOLM PUBLIC SCHOOLS	PO0114739	SCHOOL BOND 1/13-6/13	\$3,902.66 \$2,327.90 \$57,581.28 \$1,027.01
01-01106 01-01107 01-01109 01-01111 01-01232 01-02891 01-04031 01-04032 01-04032 01-67170	GARBER PUBLIC SCHOOLS KREMLIN HILLSDALE PUBLIC SCHOOLS PIONEER PLEASANT VALE PUBLIC SCHOO HERRING, RUSSELL HERRING, RUSSELL BANK OF OKLAHOMA, N.A. LOBAUGH, STACEY CHARTIER, NATHAN W CHARTIER, NATHAN W ENID PUBLIC SCHOOLS	PO0114744 PO0114738 PO0114565 PO0114566 PO0114561 PO0114569 PO0114467 PO0114741	SCHOOL BOND 1/13-6/13 WC/MEDICAL WC/MEDICAL ANNUAL TRUSTEE FEE 6/13 WC/ATTORNEY FEE	\$2,396.37 \$48,612.02 \$289.00 \$17,340.00 \$2,500.00 \$9,537.00 \$323.00 \$323.00 \$568,829.14 \$714,988.38
01-01107 01-01109 01-01111 01-01232 01-01232 01-02891 01-04031 01-04032 01-04032	KREMLIN HILLSDALE PUBLIC SCHOOLS PIONEER PLEASANT VALE PUBLIC SCHOO HERRING, RUSSELL HERRING, RUSSELL BANK OF OKLAHOMA, N.A. LOBAUGH, STACEY CHARTIER, NATHAN W CHARTIER, NATHAN W	PO0114744 PO0114738 PO0114565 PO0114566 PO0114541 PO0114569 PO0114467 PO0114564	SCHOOL BOND 1/13-6/13 WC/MEDICAL WC/MEDICAL ANNUAL TRUSTEE FEE 6/13 WC/ATTORNEY FEE WC/MEDICAL WC/MEDICAL SCHOOL BOND 1/13-6/13	\$2,396.37 \$48,612.02 \$289.00 \$17,340.00 \$2,500.00 \$9,537.00 \$323.00 \$323.00 \$568,829.14

01-07102 01-08018 01-12098 01-13017 01-15114 01-15114 01-32760	LAWSON PRODUCTS, INC. MUNN SUPPLY, INC. OK DEPT. OF ENVIRONMENTAL QUALITY OK DEPT. OF ENVIRONMENTAL QUALITY	PO0114779 PO0114687 PO0114596 PO0114580 PO0114692 PO0114692	HARD HAT SWEATBAND	\$40.69 \$64.00 \$415.68 \$2.67 \$28,957.00 \$46.00 \$347.71 \$45.00
01-74350 01-80239 01-80343 01-80391	FENTRESS OIL COMPANY, INC.	PO0114589 PO0114613 PO0114599 PO0114611	WC/MEDICAL OIL	\$1,181.04 \$220.69 \$3,102.74 \$802.25 <b>\$44,814.98</b>
<u>FUND 31</u>	DEPT 790 - WATER PRODUCTION			
01-01178 01-01178 01-01453 01-01568 01-01759 01-01783 01-01954 01-02058 01-02525 01-02534 01-02607 01-03271 01-19047 01-31360 01-31370 01-33220 01-33220	ALFALFA ELECTRIC COOPERATIVE ACCURATE, INC. ACCURATE, INC. WESTERN HYDRO CORP. OAKWOOD POOL & SPAS, INC. LILLIE, GARY JP MORGAN CHASE PUMPS OF OKLAHOMA, INC. PUMPS OF OKLAHOMA, INC. BRAINARD, DERALD PAGE PLUS, INC. DeFNIC SOFTWARE & CONSULTING PATRICIA STURGEON REV. TRUST CENTRAL NATIONAL BANK AT & T TEFFT, LEROY DOWERS, CARL MARION ZALOUDEK, F. W. ZALOUDEK, F. W.	PO0114581 PO0114549 PO0114784 PO0114638 PO0114678 PO0114731 PO0114805 PO0114675 PO0114783 PO0114716 PO0114677 PO0114463 PO0114801 PO0114676	SAMPLE ANALYSIS 6/13 COLIFORM WIRE SHOCK ABSORBERS WATER ROYALTIES 12/12-6/13 CHASE PAYMENT SUB MOTOR WELL PUMP MOTOR WATER ROYALTIES 12/12-6/13 MONTHLY SERVICE 7/13 SERVER/SOFTWARE WATER ROYALTIES 12/12-6/13 CIMARRON TERRACE WATER MONTHLY SERVICE 7/13 WATER ROYALTIES 12/12-6/13 WATER ROYALTIES 12/12-6/13 WATER ROYALTIES 12/12-6/13 BELT IDLER PULLY	\$366.00 \$19,659.68 \$35.00 \$35.00 \$953.99 \$450.00 \$403.76 \$249.95 \$4,448.78 \$1,576.00 \$4,140.25 \$8.97 \$410.00 \$5,654.21 \$145,261.63 \$165.45 \$3,852.09 \$3,109.21 \$75.03 \$117.27
01-80258	BRENNTAG SOUTHWEST, INC.	PO0114585	CHLORINE WATER PRODUCTION TOTAL	\$4,623.60 <b>\$195,595.87</b>
<u>FUND 31</u>	DEPT 795 - WATER RECLAMATION SVS		WATER PRODUCTION TOTAL	\$195,595.87
FUND 31 01-00146 01-01017 01-01178	DEPT 795 - WATER RECLAMATION SVS  CINTAS CORPORATION LOC. 624 ALBRIGHT STEEL & WIRE COMPANY ACCURATE, INC. NORTHERN SAFETY CO., INC. ORTHOPEDIC ASSOCIATES, INC. JP MORGAN CHASE A. W. BRUEGGEMANN CO., INC. B'S QUALITY DOOR, INC. BB MACHINE & SUPPLY, INC. DEFNIC SOFTWARE & CONSULTING CULLIGAN WATER CONDITION, INC. CLEAR EDGE FILTRATION PACE ANALYTICAL SERVICES, INC. SIGMA SOLUTIONS DOLESE BROTHERS CO., INC. NORTHWEST OKLAHOMA FIRE & SECURITY UNITED RENTALS (NORTH AMERICA), IN HIBDON TIRE CENTERS LUCKINBILL, INC. LAWSON PRODUCTS, INC. MUNN SUPPLY, INC. NCL OF WISCONSIN OK CONTRACTORS SUPPLY O'REILLY AUTO PARTS, INC. O'REILLY AUTO PARTS, INC.	PO0114487 PO0114483 PO0114481 PO0114604 PO0114731 PO0114731 PO0114479 PO011476 PO0114477 PO0114477 PO0114477 PO0114455 PO0114559 PO011459 PO0114596 PO0114596 PO0114596 PO0114596 PO0114596 PO0114596 PO0114596 PO0114590 PO0114490 PO0114490 PO0114490 PO0114490 PO0114490	SHOP TOWEL SERVICE 6/13 RAIL END AMMONIA/CHEMICAL OXYGEN LAB COATS/PAIN RELIEVER GEL WC/MEDICAL CHASE PAYMENT V447 MACHINE SHOP SVCS GARAGE DOOR OPENER EQUIP CHAIN/CONNECTOR SERVER/SOFTWARE DI TANK EXCHANGE/LABOR 6/13 FILTER BELT SAMPLE ANALYSIS 5/13 SOFTWARE CRUSHER RUN MONITORING SERVICE FORKLIFT RENTAL 6/13 V631 ALIGNMENT SERVICE PROFESSIONAL SERVICES SANDING DISC CYLINDER SAMPLE ANALYSIS 6/13 VALVES/FITTINGS/ADAPTER POWER WASH POLE	' '

01-38030 01-50210 01-51430 01-59250 01-70950 01-78740	DAL SECURITY, INC. LOWE'S HOME CENTERS, INC. ENID P T PROFESSIONALS USA BLUEBOOK COPIERS PLUS, INC. CONTINENTAL ANALYTICAL, INC.	PO0114642 PO0114494 PO0114601 PO0114480 PO0114474	FLYSWATTER/DUCT TAPE WC/MEDICAL MAGNECTIC FILTER	\$48.00 \$77.46 \$897.92 \$273.97 \$394.95 \$27.30 <b>\$21,823.90</b>
FUND 32	<u>DEPT 325 - E.E.D.A.</u>			
01-01008 01-01783 01-04131 01-04145 01-19004 01-19004	CED FT WORTH CREDIT JP MORGAN CHASE UNITED RENTALS (NORTH AMERICA), IN OUR FAMILY PET SHOP SHERWIN-WILLIAMS CO., INC. SHERWIN-WILLIAMS CO., INC.	PO0114583 PO0114731 PO0114560 PO0114834 PO0114749 PO0114749	CHASE PAYMENT M-1313 ELECTRIC HAMMER	\$1,278.43 \$3,824.47 \$56.00 \$399.09 \$34.41 \$30.39 \$5,622.79
FUND 33	<u>DEPT 335 - V.D.A.</u>			
01-00223 01-02828 01-03989 01-04135 01-04137 01-43930	COOPER, MICHAEL G. WAYLAND BAPTIST UNIVERSITY HARRISON, MICHAEL J. FLAUTE, CHRISTOPHER PETKA, EDWARD F EMBRY-RIDDLE AERO UNIVERSITY	PO0114760 PO0114697 PO0114649 PO0114661 PO0114696 PO0114650	REIMB/REGISTRATION FEE TUITION REIMBURSEMENT TEXTBOOK REIMBURSEMENT TEXTBOOK REIMBURSEMENT TEXTBOOK REIMBURSEMENT TUITION REIMBURSEMENT V.D.A. TOTAL	\$370.00 \$300.00 \$90.49 \$81.44 \$80.75 \$2,100.00 <b>\$3,022.68</b>
<u>FUND 40</u>	DEPT 405 - CAP. IMPROVEMENT			
01-01008 01-01864 01-03212 01-03755 01-03952 01-04033 01-04033 01-04132 01-05005 01-05005 01-05012 01-05050 01-05050 01-15114 01-30830 01-50480	CED FT WORTH CREDIT A.R.K. RAMOS FOUNDRY & MFG.CO.,INC CONVERGENCE DESIGN, LLC SIGMA SOLUTIONS MIDSTATE TRAFFIC CONTROL, INC. DOLESE BROTHERS CO., INC. DOLESE BROTHERS CO., INC. DOLESE BROTHERS CO., INC. EDWARDS REAL STATE ENID CONCRETE CO., INC. ENID CONCRETE CO., INC. ENID WINNELSON COMPANY, INC. ENVIROTECH ENVIROTECH OK DEPT. OF ENVIRONMENTAL QUALITY LOCKE SUPPLY, INC. J J WESTHOFF CONSTRUCTION COMPANY	PO0114800 PO0114829 PO0110823 PO0108137 PO0111724 PO0114540 PO0114727 PO0114469 PO0114728 PO0114728 PO0114570 PO0113978 PO0114735 PO0114547 PO0114588 PO0114588 PO01109061	P-1205A PLAQUE MEADOWLAKE PARK M-1109A PROFESSIONAL SERVICES M-1109J WIRELESS SERVICE DYNAMIC MESSAGE SIGNS/VAFB P-1203D CRUSHER RUN/SCREENINGS P-1203D CRUSHER RUN P-1203A CONCRETE SAND R-0303D R/W ACQUISITION/WILLOW P-1203D CONCRETE	\$1,709.00 \$1,367.16 \$3,468.44 \$7,752.00 \$101,929.30 \$1,007.16 \$576.97 \$3,025.72 \$6,700.00 \$798.00 \$3,036.00 \$263.23 \$797.46 \$3,299.09 \$347.71 \$1,509.59 \$127,556.50 <b>\$265,143.33</b>
FUND 42	DEPT 425 - SANITARY SEWER FUND			
01-03755 01-15114	SIGMA SOLUTIONS OK DEPT. OF ENVIRONMENTAL QUALITY	PO0107777 PO0114547	S-0703K WMS FACILITY WIFI S-0703E INDUSTRIAL STORM WATER SANITARY SEWER FUND TOTAL	\$3,582.00 \$347.71 <b>\$3,929.71</b>
FUND 43	DEPT 435 - STORMWATER FUND			
01-00103 01-02736 01-02736 01-04033 01-15114 01-15114 01-60230	WARREN CAT, INC. BYRIN'S LAWN CARE BYRIN'S LAWN CARE DOLESE BROTHERS OK DEPT. OF ENVIRONMENTAL QUALITY OK DEPT. OF ENVIRONMENTAL QUALITY RICK LORENZ CONSTRUCTION	PO0110038 PO0114539 PO0114539 PO0114469 PO0114547 PO0114547 PO0114456	F-1305A TREE REMOVAL/2ND ST F-1305A CRUSHER RUN F-1116B STORM WATER CONST PERM	\$32,080.00 \$300.00 \$350.00 \$5,259.88 \$347.71 \$347.71 \$8,196.00 \$46,881.30

FUND 44	DEPT 445 - WATER CAP. IMPROVEMENT FUND			
01-19037	GUERNSEY FRIESEN DESIGN, INC. STANDARD TESTING & ENGINEERING K J PRODUCTIONS	PO0114556 PO0114722	W-1004A WATER SOURCE EXPANSION W-0820A MEADOWLAKE LOGO DESIGN W-0821A CYLINDER W-0820A PHOTOGRAPHY/MEADOWLAKE WATER CAP. IMPROVE FUND TOTAL	\$4,771.80 \$115.00 \$120.00 \$300.00 <b>\$5,306.80</b>
FUND 50	<u>DEPT 505 - 911</u>			
01-66190 01-66190	AT&T AT&T	PO0114769 PO0114837		\$1,332.40 \$9,627.28 <b>\$10,959.68</b>
FUND 51	DEPT 515 - POLICE			
01-00605 01-00605 01-01338 01-01338 01-01472 01-01472 01-01780 01-01783 01-01988 01-02082 01-03053 01-03370 01-04134 01-04164 01-13089 01-15132 01-16004 01-20108 01-20108 01-23090 01-38030 01-38410 01-46560	JOHN DEERE COMPANY DON'S CUSTOM CARPENTRY SPECIAL OPS UNIFORMS, INC. SPECIAL OPS UNIFORMS, INC. J & P SUPPLY, INC. J & P SUPPLY, INC. STAPLES ADVANTAGE STAPLES ADVANTAGE B & B LAWN CARE JP MORGAN CHASE JOHNSTON SEED COMPANY, INC. BOARD OF TESTS FOR ALCOHOL/DRUG AT&T MOBILITY NORTHWEST SHREDDERS, LLC KRONOS INCORPORATED LEADSONLINE, LLC OK DEPT. OF PUBLIC SAFETY MERRIFIELD OFFICE SUPPLY O'REILLY AUTO PARTS, INC. PDQ PRINTING T & W TIRE, INC. TOTAL COM, INC. WHEAT CAPITAL COMMUNICATION DAL SECURITY, INC. THE BIKE SHOP, INC. GROOM CLOSET LOWE'S HOME CENTERS, INC. ACTSHON PEST CONTROL COPIERS PLUS, INC. SIGN SHACK THE	PO0114705 PO0114706 PO0114803 PO0114724 PO0114708 PO0114709 PO0114711 PO0114833 PO0114651 PO0114654 PO0114702 PO0114699 PO0114531 PO0114531 PO0114702 PO0114702 PO0114704 PO0114712 PO0114704 PO0114715	GUN BOX UNIFORMS (4) CUFF CASES (3) LAUNDRY BAGS TOWELS/MOP/CLEANER FOLDER/MAILER PAPER/MARKER LAWN CARE 6/13 CHASE PAYMENT HERBICIDES INTOXILYZER RENEWAL/D PARKS MONTHLY SERVICE 6/13 SECURITY CONSOLE 6/13 SOFTWARE SUPPORT SVCS 6/13 SOFTWARE SUBSCRIPTION 6/13 OLETS FEES 6/13 LEDGER/STAMP PVC/BUSHING DAILY LOGS V2070 TIRES RADIO REPAIR PORTABLE RADIO/MIC/SPEAKER SERVICE CALL/DOOR MAGNET BICYCLE/ACCESSORIES DOG FOOD OIL/DUSTER/FAUCET	\$16,575.26 \$100.00 \$287.95 \$107.97 \$95.52 \$535.23 \$69.93 \$79.08 \$405.00 \$2,003.01 \$32.00 \$62.00 \$11,495.97 \$120.00 \$5,974.05 \$7,988.00 \$350.00 \$60.99 \$13.98 \$52.00 \$207.66 \$70.50 \$2,245.00 \$49.95 \$1,327.99 \$71.04 \$263.24 \$40.00 \$334.10 \$115.00 \$41,132.42
FUND 52	DEPT 525 - C.I.C.	DO0111022	MONTHLY SERVICE 6/42	¢472.45
01-02082	AT&T MOBILITY	PO0114833	MONTHLY SERVICE 6/13 C.I.C. TOTAL	\$173.15 <b>\$173.15</b>
FUND 60	DEPT 605 - EECCH			
01-01338 01-01338 01-02812 01-03438 01-03790 01-03790 01-13089 01-15125 01-15127	J & P SUPPLY, INC. J & P SUPPLY, INC. MIKE KLEMME PHOTOGRAPHY, INC. ENID CONVENTION & VISITORS BUREAU GEORGIA EXPO MANUFACTURING GEORGIA EXPO MANUFACTURING MERRIFIELD OFFICE SUPPLY OK GAS & ELECTRIC OK NATURAL GAS	PO0114546 PO0111799 PO0114643 PO0114644 PO0108432 PO0114736 PO0114838 PO0114732 PO0114640	M-1109H SHOWER CURTAINS TRASH CANS M-1109H PHOTO/INSTALLATION 1ST QTR 2014 FUNDING M-1109H DECORATING EQUIPMENT M-1109H DECORATING EQUIPMENT M-1109H BOOKCASE/SHELF MONTHLY SERVICE 6/13 MONTHLY SERVICE 6/13 ECCH TOTAL	\$702.25 \$10,728.88 \$900.00 \$116,250.00 \$44,237.53 \$1,963.50 \$449.00 \$30,574.00 \$99.31 \$205,904.47

### FUND 65 DEPT 655 - FIRE

01-00612	PHYSICIANS GROUP, LLC	PO0114603	WC/MEDICAL/MORGAN	\$32.40
	JP MORGAN CHASE		CHASE PAYMENT	\$3,479.22
	B'S QUALITY DOOR, INC.		GARAGE DOOR SERVICE	\$88.50
	CONRAD FIRE EQUIP., INC.		TEMP SENSOR/STRAP ASSY	\$113.87
01-02571	MYDER, LLC		V1011 AC REPAIR	\$2,484.00
01-03107	CHEM-CAN SERVICES, INC.	PO0114819		\$86.00
01-03897	MORGAN, NANCY	PO0114466		\$505.28
01-03897	MORGAN, NANCY	PO0114563		\$505.28
01-04018	OKLAHOMA SPINE & BRAIN INSTITUTE	PO0114605		\$18.18
01-04030	WELDON PARTS, INC.	PO0114826		\$72.84
	GILDER CORPORATION	PO0114305		\$3,984.00
	ST. JOHN MEDICAL CENTER, INC,	PO0114614	` ,	\$111.80
	O'REILLY AUTO PARTS, INC.	PO0114827		\$65.39
	PDQ PRINTING	PO0114765		\$89.76
	SHERWIN-WILLIAMS CO., INC.	PO0114763	PAINT/BRUSHES	\$271.72
	SOUTHWEST TRUCK PARTS, INC.		V1044 AC MOTOR BLOWER	\$129.76
	LOCKE SUPPLY, INC.	PO0114752	FLOURESCENT BULBS	\$131.00
01-30830	LOCKE SUPPLY, INC.	PO0114790	BULBS (45)/RECEPTICLES (6)	\$284.66
	ADVANCED FIRE EQUIPMENT		FIRE SYSTEM INSPECTION	\$65.00
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0114799	PRE EMPLOYMENT VACCINES (2)	\$120.00
01-33210	P & K EQUIPMENT, INC.	PO0114814	V-BELTS	\$39.60
01-38950	IFSTA FIRE PROTECTION PUB.	PO0114755	BOOKS (24)	\$1,791.89
01-49880	DELL MARKETING, LP	PO0114127	MONITORS/COMPUTERS	\$2,834.04
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0114815	FILLER CAP	\$6.70
01-56880	CHIEF SUPPLY	PO0114750	FLASHLIGHTS	\$296.00
01-56880	CHIEF SUPPLY	PO0114788	FLASHLIGHTS	\$172.99
01-58660	FERRARA FIREFIGHTING EQUIPMENT	PO0114816	LEATHER BOOTS/FREIGHT	\$225.64
01-60380	MCBRIDE CLINIC INC	PO0114608	WC/MEDICAL/MEIER	\$88.74
01-70950	COPIERS PLUS, INC.	PO0114817	COPIER MAINTENANCE 6/13	\$78.76
01-80246	ATWOODS	PO0114820	V1018 BALL MOUNT	\$46.93
			FIRE TOTAL	\$18,219.95
=::::=				
<u>FUND 99</u>	<u>DEPT 995 - EPTA</u>			
01-01783	JP MORGAN CHASE	DO0114724	CHASE PAYMENT	\$101.85
	AT&T MOBILITY	PO0114731		\$65.81
	PIONEER TELEPHONE-MAINE	PO0114523		\$23.05
	OK MUNICIPAL ASSURANCE GROUP	PO0114635	1ST QTR/VEH INSURANCE	\$4,085.04
01-30710	ON MUNICIPAL ASSURANCE GROUP	F00114033	EPTA TOTAL	\$4,275.75
			EFTA TOTAL	φ <del>4</del> ,273.73
<b>FUND 70</b>	DEPT 705 - CDBG			
70-03501	JDC CONTRACTING	PO0114542	()	\$1,209.00
			CDBG TOTAL	\$1,209.00

#### **COMBINED BREAKDOWN OF TOTALS**

EMA \$1,017,201.25 EEDA \$5,622.79 REMAINING FUNDS 2,240,666.10

TOTAL CLAIMS \$3,263,490.14