



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 6th day of August, 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 16, 2013.
5. AWARDS, PRESENTATIONS, AND ORGANIZATIONAL BUSINESS.
 - 5.1 PRESENT PET AVAILABLE FOR ADOPTION AT THE CITY ANIMAL SHELTER.
 - 5.2 RECOGNIZE THE YOUTH JOB CORPS.
 - 5.3 RECOGNIZE THE PUBLIC WORKS DEPARTMENT.

6. HEARINGS.

- 6.1 CONDUCT A HEARING REZONING PROPERTY IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 22 NORTH, RANGE 6 WEST OF THE INDIAN MERIDIAN, LOCATED AT 4701 EAST WILLOW FROM "A" AGRICULTURE DISTRICT TO "I-2" LIGHT INDUSTRIAL DISTRICT.

BACKGROUND: This is a companion to Item 7.1. This item concerns property located on the south side of Willow, east of Advance-Pierre Foods. The property contains tanks, pumps, and electrical equipment, and is classified as High Intensity Industrial Land Use. The applicant is requesting to rezone the property from "A" Agriculture District to "I-2" Light Industrial District. "I-2" is intended for light manufacturing, assembling, fabrication, warehousing and wholesale service uses. The applicant is proposing an oilfield tech building, which is a listed permitted use.

The Metropolitan Area Planning Commission unanimously recommended approval to rezone the property to "I-2" at its special meeting on July 18, 2013.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Location Map.

RECOMMENDATION: Conduct Hearing.

PRESENTER: Chris Bauer, Planning Administrator.

7. COMMUNITY DEVELOPMENT.

- 7.1 CONSIDER AN ORDINANCE REZONING PROPERTY IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 22 NORTH, RANGE 6 WEST OF THE INDIAN MERIDIAN, LOCATED AT 4701 EAST WILLOW FROM "A" AGRICULTURE DISTRICT TO "I-2" LIGHT INDUSTRIAL DISTRICT.

BACKGROUND: This is a companion to Item 6.1.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Ordinance.

RECOMMENDATION: Approve Ordinance.

PRESENTER: Chris Bauer, Planning Administrator.

7.2 CONSIDER APPROVAL OF THE FINAL PLAT FOR SKYVIEW ESTATES BLOCKS 13-15.

BACKGROUND: This item involves a final plat of Skyview Estates. The property is located east of the Pheasant Run Golf Community at the half section line between Willow and Chestnut, and between Oakwood and Garland, connecting to Feightner 2nd Addition to the south. The proposed plat contains three blocks with a total of 15 lots for residential development.

The property is zoned "R-2" Residential Single Family District. The final plat conforms to the submitted preliminary plat and is in compliance with all provisions of Title 12, Chapter 5, Final Plat of the City of Enid Subdivision Regulations.

The Metropolitan Area Planning Commission unanimously recommended approval at its special meeting on July 18, 2013.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Location Map and Plat.

RECOMMENDATION: Approve Plat.

PRESENTER: Chris Bauer, Planning Administrator.

8. ADMINISTRATION.

8.1 PRESENTATION ON THE PARKS AND RECREATION DEPARTMENT.

BACKGROUND: The Parks and Recreation Department transitioned from the Parks and Stormwater Department on July 1, 2013. This presentation will inform the Commission and public of the department's progress.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: None.

RECOMMENDATION: None.

PRESENTER: Rob Camp, Deputy Director of Public Works.

8.2 CONSIDER AN ECONOMIC DEVELOPMENT AGREEMENT WITH BH TOWER, LLC, AN OHIO LIMITED LIABILITY COMPANY.

BACKGROUND: This is a companion to Item 15.1. During the Study Session on July 16, 2013, the Commission heard a proposal/request for an economic development incentive from Brent Kisling, Enid Regional Development Alliance Director, and Mr. J. B. Peart, Manager of the BH Tower, LLC.

The Economic Development Incentive Agreement is three-fold:

First, the City of Enid will immediately begin waiving all fees necessary for BH Towers to begin renovations on the structure.

Second, a series of calculated pre-requisites must be completed prior to BH Tower, LLC, receiving any further incentives from the City of Enid. Therefore, until such time as all pre-requisites are satisfactorily completed, neither the City of Enid, nor the Enid Economic Development Authority (EEDA) is obligated to issue any further incentives outlined within said agreement.

Third, the agreement outlines specific incentives to be enjoyed by BH Tower, LLC. The proposed incentives for BH Tower, LLC, are as follows: (1) a 1% sales tax rebate and (2) a show of support by the City Commission to the Board of Adjustment for a pre-approved sign-variance request from BH Tower, LLC.

2013-2014 BUDGETED ITEM: No.

FUNDING SOURCE: EEDA/Sales Tax Fund.

ATTACHMENTS: Agreement.

RECOMMENDATION: Approve Agreement.

PRESENTER: Brent Kisling, Enid Regional Development Alliance Director.

8.3 CONSIDER THE PURCHASE OF PROPERTY LOCATED AT 348 EAST CORNELL, ENID, OKLAHOMA, IN THE AMOUNT OF \$241,500.00.

BACKGROUND: This is a companion to items 12.1, 15.2, and 15.3. The City of Enid and the Enid Economic Development Authority (EEDA) have tentatively agreed to purchase property located at 348 East Cornell (Marvin Powell property) for \$239,000.00 plus closing costs estimated in the amount of \$2,500.00. Funds will be transferred from the Enid Municipal Authority to the EEDA to fund the purchase.

2013-2014 BUDGETED ITEM: No. This item will be purchased from the EEDA Fiscal Financial Plan.

FUNDING SOURCE: 1% Sales Tax/Renaissance Line-of-Credit.

ATTACHMENTS: None.

RECOMMENDATION: Approve Purchase.

PRESENTER: Erin Crawford, Accounting Manager.

8.4 CONSIDER A RESOLUTION INCREASING THE 2013-2014 BUDGET FOR THE FIRE FUND FIRE DEPARTMENT IN THE AMOUNT OF \$125,787.80.

BACKGROUND: This is a companion to Item 8.5. The City of Enid tentatively agreed to purchase .55 acres located in the 800 Block of South Hoover from Native Warehousing, LLC, for \$60,000.00 plus closing costs not to exceed \$5,000.00. Furthermore, the City of Enid agreed to reimburse \$60,787.80 to the seller for sanitary sewer improvements done by the owner. These improvements include design, permit, construction, and extension of the sanitary sewer line to the southwest corner of the property. These funds are available for appropriation in the Fire Fund for the acquisition of land to relocate Firehouse No. 4.

2013-2014 BUDGETED ITEM: No.

FUNDING SOURCE: Fire Fund.

ATTACHMENTS: None.

RECOMMENDATION: Approve Resolution.

PRESENTER: Erin Crawford, Accounting Manager.

8.5 CONSIDER THE PURCHASE OF PROPERTY LOCATED IN THE 800 BLOCK OF SOUTH HOOVER FOR RELOCATION OF FIREHOUSE NO. 4 LOCATED AT 2205 WEST OWEN K. GARRIOTT.

BACKGROUND: This is a companion to Item 8.4.

2013-2014 BUDGETED ITEM: No.

FUNDING SOURCE: Fire Fund Balance.

ATTACHMENTS: Contract.

RECOMMENDATION: Approve Purchase.

PRESENTER: Joe Jackson, Fire Chief.

8.6 CONSIDER ADDENDUM 3A TO THE MASTER SERVICES AGREEMENT WITH AT&T AND THE ENID/GARFIELD COUNTY/MAJOR COUNTY 911 SYSTEM FOR MAJOR COUNTY DATABASE SERVICES.

BACKGROUND: This addendum with AT&T will provide Database Management Services for Major County Exchange Access Arrangements by the Enid/Garfield County/Major County 911 system for a three-year term. The services are approximately \$285.00 per month.

2013-2014 BUDGETED ITEM: Yes.

FUNDING SOURCE: Enid/Garfield County/Major County 911 Fees.

ATTACHMENTS: Addendum.

RECOMMENDATION: Approve Addendum.

PRESENTER: Lt. Ryan Singleton, Enid/Garfield County/Major County 911 Coordinator.

- 8.7 **CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2003, AMENDING TITLE 2, ENTITLED "FINANCE AND TAXATION," CHAPTER 6, ENTITLED "FEE SCHEDULE," ARTICLE C, ENTITLED "CITY SERVICES", SECTION 2-6C-7, ENTITLED "PARK SHELTER," TO AMEND THE SECTION TITLE TO "PARK AND FACILITIES FEES" AND TO AMEND AND ADD REGULATIONS OF PARK AND FACILITIES FEES; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.**

BACKGROUND: This ordinance was discussed at the Study Session on July 16, 2013. In order to keep all information up to date as rental options and services change in a growing department, all rates and fees will be removed from this ordinance, remain updated, and posted in the City Clerk's Office.

This ordinance amends the Enid Municipal Code 2003, Amending Title 2, Entitled "Finance and Taxation," Chapter 6, Entitled "Fee Schedule," Article C, Entitled "City Services," Section 2-6C-7, Entitled "Park Shelter," to amend the section title to "Park and Facilities Fees;" amending Section 2-6C-7, Entitled "Park and Facilities Fees," to amend and add regulations of shelters for rent; providing for Repealer, Savings Clause, Severability, and Codification.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHEMNTS: Ordinance.

RECOMMENDATION: Approve Ordinance.

PRESENTER: Whitney Box, AICP, Director of Strategic and Long Range Planning.

8.8 CONSIDER AN ORDINANCE CREATING TITLE 1, CHAPTER 15, OF THE ENID MUNICIPAL CODE, 2003, TO CREATE A STREAMLINED AND DETAILED PROCEDURE FOR ORGANIZING SPECIAL EVENTS.

BACKGROUND: This ordinance was discussed in the Study Session on May 21, 2013, and July 16, 2013. After discussions with event coordinators, various citizens, and departments that approve special event permits, it was the desire of each of these entities to streamline the process to increase efficiency for those who desire to conduct special events within the City of Enid. This ordinance sets forth the policy and procedures for the City of Enid to better inform the public on the requirements of special events permits. It allows all information pertaining to the special event to be located in one convenient document to guide organizers throughout the process, and provides for the requirements of City Staff.

This ordinance amends the Enid Municipal Code 2003, creating Title 1, Entitled "Administration," Chapter 15, Entitled "Special Events," Section 1-15-1, Entitled "Intent and Purpose," to include objectives; creating Section 1-15-2, Entitled "Definitions," to define all relevant topics; creating Section 1-15-3, Entitled "Permit Application and Approval Process," to outline and explain the process for application and approval of all special events; creating Section 1-15-4, Entitled "Police and Fire Approvals," to outline the process and the necessary information for police and fire department approvals; creating Section 1-15-5, Entitled "The Review Determination on Application," to outline the applicable departments that will review and examine the application; creating Section 1-15-6, Entitled "Appeal of Denial of Application," to outline the appeal process for applicants who have been denied; creating Section 1-15-7, Entitled "Approval and Issuance of Permit," to outline the process for which applicants will receive their approval and permits; creating Section 1-15-8, Entitled "Event Access Requirements," to include access and entry regulations for event attendees as well as property owners and delivery personal needing access to the area; creating Section 1-15-9, Entitled "Safety Requirements," to outline the safety and security issues that must be addressed by all events; creating Section 1-15-10, Entitled "Health Requirements," to outline the health requirements that must be addressed by all events; creating Section 1-15-11, Entitled "Vendor Permit Process," to outline the process that all vendors selling goods at an event must adhere to; creating 1-15-12, Entitled "Exemption for the City of Enid," to include a process for events meeting community involvement and economic development requirements to be exempt from fees; creating Section 1-15-13, Entitled "Offense and Penalty," to include provisions for those in violation of this ordinance: providing for Repealer, Savings Clause, Severability, and Codification.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHEMNTS: Ordinance.

RECOMMENDATION: Approve Ordinance.

PRESENTER: Whitney Box, AICP, Director of Strategic and Long Range Planning.

- 8.9 **CONSIDER A RESOLUTION DECLARING THE NECESSITY FOR ACQUIRING PROPERTY FOR THE RENAISSANCE PROJECT; AND AUTHORIZE, INSTRUCT, AND DIRECT THE CITY ATTORNEY TO COMMENCE CONDEMNATION PROCEEDINGS IF SAID PROPERTY CANNOT BE PURCHASED AND DAMAGES SETTLED BY AGREEMENT WITH THE LANDOWNERS.**

BACKGROUND: The City of Enid has relocated tenants and owners, and purchased properties, located between Independence Avenue and Grand Avenue from Garriott Road to Oklahoma Street, to be used for the Renaissance Project. Most transactions have been cooperative, as well as, fair, and the City has been very successful in acquiring target properties. However, a small number of properties remain unsettled. Fair, even generous, offers have been made by the City and rejected by a very few remaining owners, thus, condemnation is necessary. This resolution declares the necessity for condemnation and directs the City Attorney to begin condemnation procedures for the property located at 416 South Grand Avenue.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Resolution.

RECOMMENDATION: Approve Resolution.

PRESENTER: Shandi Campbell, Assistant City Attorney.

- 8.10 **CONSIDER AN ORDINANCE AMENDING TITLE 3, CHAPTER 11, SECTIONS 3-11-1 THROUGH 3-11-14 OF THE ENID MUNICIPAL CODE, 2003, REGARDING SOLICITATION.**

BACKGROUND: This ordinance was reviewed at the Study Session on July 16, 2013. This ordinance rewrites the Code on Solicitation to allow solicitors to work within the City of Enid limits responsibly, to allow the Enid Police Department discretion and control over solicitous activities, to update in accordance with State law, to correct grammatical errors, and move from a class system of offenses to specific fines and imprisonment.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Ordinance.

RECOMMENDATION: Approve Ordinance.

PRESENTER: Shandi Campbell, Assistant City Attorney.

8.11 CONSIDER A RESOLUTION SUPPORTING MAIN STREET ENID'S PARTICIPATION IN THE 2013-2014 OKLAHOMA MAIN STREET PROGRAM.

BACKGROUND: This resolution shows the City of Enid's support of Main Street Enid in its participation in the 2013-2014 Oklahoma Main Street Program.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Resolution.

RECOMMENDATION: Approve Resolution.

PRESENTER: Shandi Campbell, Assistant City Attorney.

8.12 CONSIDER AN ORDINANCE AMENDING TITLE 2, CHAPTER 6, ARTICLE E, SECTION 2-6E-5 AND TITLE 8, CHAPTER 2, SECTION 8-2-15 OF THE ENID MUNICIPAL CODE, 2003, REGARDING THE CITY OF ENID WATER RATES AND EMERGENCY CONSERVATION PHASE.

BACKGROUND: This ordinance was reviewed at the Study Session on July 16, 2013. This ordinance updates the water rates in accordance with a previously approved automatic annual increase. It also increases the water rates for the Emergency Water Conservation Phase. Additionally, grammatical errors have been corrected throughout the Ordinance.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Ordinance.

RECOMMENDATION: Approve Ordinance.

PRESENTER: Scott Morris, Director of Utilities.

8.13 CONSIDER A RESOLUTION AUTHORIZING THE PURCHASES AND REPAIRS FOR SANITARY SEWER SYSTEM, PROJECT NO. E-1401, AND DECLARING AN EMERGENCY.

BACKGROUND: On Thursday, August 1, 2013, at approximately 11:15 a.m., the City of Enid was informed of a break in a 36-inch sanitary sewer line resulting in the discharge of wastewater. The break was located on the south bank of Boggy Creek approximately 300 feet east of South 10th Street.

The City of Enid has taken emergency action to stop and control the discharge. Emergency location of utility lines, survey, and contractor support has been initiated. This resolution is presented to declare an emergency and authorize the emergency purchases and repairs of a sanitary sewer line.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Resolution.

RECOMMENDATION: Approve Resolution with Emergency.

PRESENTER: Christopher Gdanski, Director of Engineering Services.

9. CONSENT.

9.1 AWARD THE PURCHASE OF TEN POLICE VEHICLES IN THE AMOUNT OF \$335,230.00 TO STEVENS FORD, ENID, OKLAHOMA.

BACKGROUND: New police vehicles were budgeted in the amount of \$341,500.00. These vehicles will replace ten older, higher mileage vehicles in the current fleet. These vehicles will be purchased from Stevens Ford in the amount of \$328,730.00, which is below the State contract price. Ford discontinued the Crown Victoria, and the replacement is the Ford Interceptor SUV. The SUV offers more cargo space, is all-wheel drive, and is safer and more comfortable for the officer.

2013-2014 BUDGETED ITEM: Yes.

FUNDING SOURCE: Police Fund.

ATTACHMENTS: None.

RECOMMENDATION: Award purchase of ten new police vehicles to Stevens Ford in the amount of \$328,730.00.

PRESENTER: Brian O'Rourke, Police Chief.

9.2 ACCEPT A REPORT FROM THE SPECIAL SALES TAX OVERSIGHT COMMITTEE.

BACKGROUND: The Special Sales Tax Oversight Committee was created to ensure the proceeds of all special sales tax revenues were spent in accordance with the ordinances governing the use of these funds and report to the Commission annually.

The Special Sales Tax Oversight Committee reviewed and found all expenditures have been made in accordance with the ordinances governing the use of such funds. This item will accept the 2013 Annual Report.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: 2013 Annual Report.

RECOMMENDATION: Accept Report.

PRESENTER: Joe Jackson, Fire Chief.

9.3 APPROVE CHANGE ORDER NO. 1 WITH JJ WESTHOFF COMPANY, INC., LINCOLN, NEBRASKA, AND ACCEPT THE CONSTRUCTION OF ENID MUNICIPAL LANDFILL CELLS 10C AND 10D PROJECT, M-1207B.

BACKGROUND: JJ Westhoff and the City of Enid entered into a per unit price contract on October 10, 2013, for construction of new landfill cells 10C and 10D in the amount of \$1,166,562.92. The work consisted of excavating and constructing approximately 3.5 acres of lined fill area at the existing Municipal Landfill at Southgate Road and 16th Street.

Change Order No. 1 will add \$44,473.32 to adjust for additional units of cover soil required to comply with ODEQ requirements and field conditions. The final contract amount is \$1,211,036.24.

This project is complete and has a three-year Maintenance Bond.

2013-2014 BUDGETED ITEM: Yes.

FUNDING SOURCE: Capital Improvement Fund.

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

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

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

9.4 ACCEPT A PUBLIC HIGHWAY EASEMENT FROM HALAR, LLC, FOR THE WILLOW ROAD WIDENING PROJECT, R-0303D.

BACKGROUND: Permanent and temporary easements are being acquired for the widening of Willow Road between Cleveland Street and Oakwood Road to four lanes. This public highway easement will provide additional right-of-way on Willow Road west of Willow Springs Drive along the south side of the El Paseo Addition. The cost of this right-of-way is \$6,400.00 of which \$2,292.00 is for damages.

2013-2014 BUDGETED ITEM: Yes.

FUNDING SOURCE: Capital Improvement Fund.

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

RECOMMENDATION: Accept Easement.

PRESENTER: Christopher Gdanski, Director of Engineering Services.

9.5 **ACCEPT THE DYNAMIC MESSAGE SIGN PROJECT FOR VANCE AIR FORCE BASE BY MIDSTATE TRAFFIC CONTROL, INC., OKLAHOMA CITY, OKLAHOMA, PROJECT G-1002A.**

BACKGROUND: This project constructed dynamic message signs at Vance Air Force Base to post and monitor messages to civilian and military traffic regarding the status of the gates into the base. These signs are located on Southgate Road at Taylor Street and on Cleveland Street at Norman Road. Midstate Traffic Control installed the signs for a total amount of \$157,928.00.

This project is complete and has a three-year Maintenance Bond.

2013-2014 BUDGETED ITEM: Yes.

FUNDING SOURCE: Capital Improvement Fund reimbursed by the Oklahoma Strategic Military Planning Commission.

ATTACHMENTS: None.

RECOMMENDATION: Accept project.

PRESENTER: Christopher Gdanski, Director of Engineering Services.

9.6 **APPROVE CHANGE ORDER NO. 1 WITH CONTINENTAL CONSTRUCTION, LLC, EDMOND, OKLAHOMA, AND ACCEPT THE PEDESTRIAN TRAIL PHASE III PROJECT, M-1201A.**

BACKGROUND: Phase III of the Pedestrian Trail Project extended the ten-foot wide concrete trail from Washington Avenue to Parkway Avenue for a total of 4,200 linear feet.

Change Order No. 1 will deduct \$6,735.04 to adjust for final quantities placed for a revised total contract amount of \$496,065.93.

This project is complete and has a three-year Maintenance Bond.

2013-2014 BUDGETED ITEM: Yes.

FUNDING SOURCE: Capital Improvement Fund.

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

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

PRESENTER: Murali Katta, Project Engineer.

9.7 APPROVE CHANGE ORDER NO. 2 WITH CONTINENTAL CONSTRUCTION, LLC, EDMOND, OKLAHOMA, AND ACCEPT THE PEDESTRIAN TRAIL PHASE IV PROJECT, M-1201B.

BACKGROUND: Phase IV of the Pedestrian Trail Project extended a ten-foot wide concrete trail from the existing trail on Cleveland Street and drainage channel north along Cleveland Street and northwest along the U.S. Corps of Engineers channel, ending south of railroad right-of-way for a total of 2,750 linear feet.

Change Order No. 2 will deduct \$64,404.01 to adjust for final quantities placed for a revised total contract amount of \$256,399.15.

This project is complete and has a three-year Maintenance Bond.

2013-2014 BUDGETED ITEM: Yes.

FUNDING SOURCE: Capital Improvement Fund.

ATTACHMENTS: None. Change Order No. 2 is on file in the Office of the City Clerk.

RECOMMENDATION: Approve Change Order No. 2 and accept project.

PRESENTER: Murali Katta, Project Engineer.

9.8 ACCEPT PROJECT WITH CHILD'S PLAY, INC., DALLAS, TEXAS, FOR THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT FOR CHAMPION PARK, PROJECT P-1203D.

BACKGROUND: This project purchased playground equipment and included the professional services of a community installation through the Community Build process.

This equipment includes: a 15-year warranty on all plastics; a 100-year warranty on the posts; a 5-year warranty on all moving parts; a 10-year color fade warranty on the turf; and a 1-year warranty on installation of turf. Child's Play, Inc. will inspect this project twice annually for the life of the playground.

This project was completed for a total contract amount of \$277,449.00, and is presented for acceptance.

2013-2014 BUDGETED ITEM: Yes.

FUNDING SOURCE: Capital Improvement Fund.

ATTACHMENTS: None.

RECOMMENDATION: Accept project.

PRESENTER: Whitney Box, AICP, Director of Strategic and Long Range Planning.

- 9.9 **APPROVE AND EXECUTE AN AMENDMENT TO THE AGREEMENTS WITH LODGEWELL, LLC, AND ENID HOTEL 1, LLC, TO EXTEND THE CLOSING DATE UNDER THOSE AGREEMENTS TO OCTOBER 31, 2013.**

BACKGROUND: The City of Enid and LodgeWell, LLC, intended to close on the hotel and garage property, located at the Cherokee Strip Conference Center site, by June 30, 2013. The closing has been delayed due to unforeseen circumstances in negotiations between LodgeWell and their financial partner. The parties believe the closing will occur on or before October 31, 2013, and this extension allows the parties sufficient time to finalize loan documents, make inspections, and obtain an American Land Title Association Survey of the properties.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Amendment.

RECOMMENDATION: Approve Amendment.

PRESENTER: Shandi Campbell, Assistant City Attorney.

9.10 DENY TORT CLAIMS OF ALISHA LEWALLEN AND MICHAEL JORDAN.

BACKGROUND: On May 8, 2013, Alisha Lewallen submitted a tort claim for property damage in the amount of \$563.41. The claim alleged that while driving on Cleveland Street, she drove over a defective man-hole cover, causing damage to her 1997 Dodge truck. The City forwarded that claim to its insurer, Oklahoma Municipal Assurance Group (OMAG), which opened an investigation of the claim. OMAG found no liability on the City's part regarding the incident and recommended that the City deny the claim.

On April 15, 2013, Michael Jordan submitted a tort claim for property damage in the amount of \$800.00. The claim alleged that the tire on his 2004 Tahoe was damaged by a sign at the entrance to The Meadows. The City forwarded that claim to OMAG, which opened an investigation of the claim. Fault was found to be on the part of the Contractor in control and possession of the sign. OMAG found no liability on the City's part regarding the incident and recommended that the City deny the claim.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: None. Letters are on file in the Office of the City Clerk.

RECOMMENDATION: Deny tort claims.

PRESENTER: Shandi Campbell, Assistant City Attorney.

9.11 APPROVE AND EXECUTE A PUBLIC HIGHWAY UNDERPASS CROSSING AGREEMENT WITH UNION PACIFIC RAILROAD COMPANY.

BACKGROUND: The City of Enid requested Union Pacific Railroad Company (Union Pacific) allow the City of Enid to paint the bridge at Maine Avenue. Upon review of its files, Union Pacific discovered they possessed no agreement with the City for maintenance of Maine Avenue, which crosses under Union Pacific right-of-way. Union Pacific requested the City of Enid first execute this agreement for the maintenance and use of Maine Avenue before proceeding with plans for repainting the Maine Avenue bridge.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Agreement.

RECOMMENDATION: Approve Agreement.

PRESENTER: Shandi Campbell, Assistant City Attorney.

9.12 APPROVE AND EXECUTE A RIGHT OF ENTRY AND INDEMNITY AGREEMENT WITH UNION PACIFIC RAILROAD COMPANY FOR BRIDGE PAINTING.

BACKGROUND: The City of Enid requested Union Pacific Railroad Company (Union Pacific) approval to paint the railroad bridge at Maine Avenue. Such is possible upon execution of this agreement, which provides preapproval for contractor and dates of work by the Railroad.

2013-2014 BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Agreement.

RECOMMENDATION: Approve Agreement.

PRESENTER: Shandi Campbell, Assistant City Attorney.

9.13 AWARD THE PURCHASE OF A 2013 RAPID DEPLOYMENT VEHICLE FROM THE ARMORED GROUP, LLC, FORT WORTH, TEXAS.

BACKGROUND: The Enid Police Department (EPD) is replacing an unreliable, out of date step van through the purchase of a 2013 Ford E450 Rapid Deployment Vehicle (RDV). This RDV is specifically designed for police SWAT operations and will be purchased from Armored Group, LLC, a sole source vendor, in the amount of \$59,046.85 under GSA Contract, No. GS-30F-0020W.

2013-2014 BUDGETED ITEM: Yes.

FUNDING SOURCE: Police Fund.

ATTACHMENTS: Sole Source Letter and Photograph.

RECOMMENDATION: Approve purchase of a 2013 E450 RDV in the amount of \$59,046.85 from Armored Group, LLC.

PRESENTER: Brian O'Rourke, Police Chief.

9.14 APPROVAL OF CLAIMS IN THE AMOUNT OF \$3,269,100.89.

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 \$241,500.00.

BACKGROUND: This is a companion to items 8.3, 15.2 and 15.3.

2013-2014 BUDGETED ITEM: No. This item increases the Enid Municipal Authority Fiscal Financial Plan.

FUNDING SOURCE: 1% Sales Tax/Renaissance Line-of-Credit.

ATTACHMENTS: None.

RECOMMENDATION: Approve Resolution.

PRESENTER: Erin Crawford, Accounting Manager.

12.2 AWARD A BLANKET PURCHASE ORDER FOR THE PURCHASE OF EMULSION POLYMER FOR THE PERIOD FROM JULY 1, 2013, TO JUNE 30, 2014.

BACKGROUND: The Wastewater Reclamation Services Department requires approximately 94,450 pounds of emulsion polymer annually. This polymer aides the process of the press machine by removing water from the waste which is then delivered to the landfill. This item awards a blanket purchase order for emulsion polymer to Fort Bend Services, Inc., Stafford, Texas, a state contract vendor, in the amount of \$59,220.00.

2013-2014 BUDGETED ITEM: Yes.

FUNDING SOURCE: Enid Municipal Authority.

ATTACHMENTS: None.

RECOMMENDATION: Award purchase.

PRESENTER: Rob Camp, Deputy Director of Public Works.

12.3 APPROVAL OF CLAIMS IN THE AMOUNT OF \$274,534.02.

ATTACHMENTS: List of claims.

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

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

15. ENID ECONOMIC DEVELOPMENT AUTHORITY REGULAR MEETING.

15.1 APPROVE AND EXECUTE AN ECONOMIC DEVELOPMENT AGREEMENT WITH BH TOWER, LLC, AN OHIO LIMITED LIABILITY COMPANY.

BACKGROUND: This is a companion to Item 8.2.

2013-2014 BUDGETED ITEM: No.

FUNDING SOURCE: Enid Economic Development Authority/Sales Tax Fund.

ATTACHMENTS: Agreement is under Item 8.1.

RECOMMENDATION: Approve Agreement.

PRESENTER: Brent Kisling, Enid Regional Development Alliance Director.

15.2 CONSIDER A RESOLUTION INCREASING THE 2013-2014 FISCAL FINANCIAL PLAN FOR THE ENID ECONOMIC DEVELOPMENT AUTHORITY IN THE AMOUNT OF \$241,500.00.

BACKGROUND: This is a companion to items 8.3, 12.1 and 15.3.

2013-2014 BUDGETED ITEM: No. This item increases the Enid Economic Development Authority Fiscal Financial Plan.

FUNDING SOURCE: 1% Sales Tax/Renaissance Line-of-Credit Fund.

ATTACHMENTS: None.

RECOMMENDATION: Approve Resolution.

PRESENTER: Erin Crawford, Accounting Manager.

15.3 CONSIDER APPROVAL OF THE PURCHASE OF PROPERTY IN THE AMOUNT OF \$241,500.00.

BACKGROUND: This is a companion to items 8.3, 12.1, and 15.2.

2013-2014 BUDGETED ITEM: No. This item increases the Enid Economic Development Authority Fiscal Financial Plan.

FUNDING SOURCE: 1% Sales Tax/Renaissance Line-of-Credit.

ATTACHMENTS: None.

RECOMMENDATION: Approve purchase.

PRESENTER: Erin Crawford, Accounting Manager.

15.4 APPROVAL OF CLAIMS IN THE AMOUNT OF \$162.460.15.

ATTACHMENTS: List of Claims.

16. ADJOURN TO RECONVENE AS THE ENID CITY COMMISSION.
17. PUBLIC DISCUSSION.
18. CONSIDER CONVENING INTO EXECUTIVE SESSION TO PERFORM THE ANNUAL PERFORMANCE EVALUATION OF CITY MANAGER ERIC BENSON AND TO CONSIDER RENEGOTIATING THE EMPLOYMENT CONTRACT WITH CITY MANAGER ERIC BENSON; AND TO RECONVENE INTO REGULAR SESSION TO TAKE ANY NECESSARY ACTION.

BACKGROUND: The City Attorney recommends the Mayor and Board of Commissioners go into Executive Session pursuant to 25 O.S. §307(B)(1), employment, hiring, appointment, promotion, demotion, disciplining, or resignation of any individual salaried employee. 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 16TH 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 16th 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 15th 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 Assistant City Manager Joan Riley, 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, Police Chief Brian O'Rourke, Director of Marketing and Public Relations Steve Kime, Human Resource Director Sonya Key, Director of Long Range Planning Whitney Box, Safety Director Billy McBride, Director of Aviation Dan Ohnesorge, and Ex-Officio Member Col. Darren James.

Pastor David Burpo from World Harvest Church gave the Invocation, and Mr. Rob Camp led the Flag Salute.

Motion was made by Commissioner Janzen and seconded by Commissioner Stuber to approve the minutes of the regular Commission meeting of July 2, 2013, and the vote was as follows:

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

NAY: None.

Mr. Jarod Free presented “Lucy,” a three-month female Australian Shepherd mix, available for adoption at the Enid Animal Shelter.

Motion was made by Commissioner Stuber and seconded by Commissioner Janzen to approve a resolution amending the 2013-2014 Fiscal Year Budget for the City of Enid, 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.

Brief discussion was held with respect to Item 9.1 of the Consent Items, to cancel a prior year encumbrance with Sonoco, Inc. in the amount of \$98,346.82 for the Willow Road and Oakwood Road Intersection Improvement Project, R-0302A.

Assistant City Manager Joan Riley stated that if it was the desire of the Commission to remove the item from the agenda, the total 2013-2014 appropriated amounts for prior year encumbrances outstanding as of June 30, 2013 should include the Sonoco, Inc. encumbrance.

Commissioner Janzen amended his second, and Commissioner Stuber amended his motion to approve said resolution, with the amendment to increase the 2013-2014 appropriated amounts for prior

year encumbrances outstanding as of June 30, 2013 by \$98,346.82 for the Sonoco, Inc. encumbrance, and the vote was as follows:

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

NAY: None.

Discussion was held regarding a resolution amending the 2013-2014 Airport Fund Budget by appropriating additional funds in the amount of \$340,000.00 for the purchase of Hangar No. 2 at Enid Woodring Regional Airport.

Airport Director Dan Ohnesorge spoke regarding the opportunity to purchase the hangar from the Revocable Inter Vivos Trust of Harold G. Hamm dated April 23, 1994, at a cost of \$335,000.00, and reviewed the independent appraisal requested by the Commission at the March 19, 2013 regular Commission meeting, based on both an income approach and a sales comparison/cost approach.

Commissioner Vanhooser stated that he had no objection to owning the hangar, but the price was too high.

Commissioner Stuber stated that he was concerned in spending that kind of money with the hope that the cost would be recouped in fourteen years.

Mayor Shewey stated that he had no problem with the purchase because of the hangar's potential future use during the runway extension project at the Airport, the expansion of the Koch Nitrogen Plant, and construction of the new canola plant.

Commissioner Ezzell stated that this was a bit of a gamble, and if approved, the assumption was being made that: (1) It could be used by the Airport; and (2) The demand for hangar space at the Airport would increase. However, he went on to say that it also offered the opportunity to be used as a future economic development incentive for prospective businesses, and moved to approve the resolution as presented.

Motion was seconded by Commissioner Wilson.

Commissioner Janzen stated that he would like to see the item brought back for consideration in six (6) months.

Following further discussion, the vote was taken as follows:

AYE: Commissioners Ezzell, Wilson and Mayor Shewey.

NAY: Commissioners Janzen, Stuber, Timm and Vanhooser.

Motion failed.

It was announced that because of the failure of Item 8.2, no action would be taken on Item 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, 1994.

Mr. Roy Camp, 2445 Sherwood Drive, addressed the Commission. He spoke in support of purchasing the hangar, stating that it would provide opportunities to entice larger aviation businesses to Enid, help increase the industrial base at Woodring, and significantly improve one of Enid's largest economic assets.

Motion was made by Commissioner Ezzell and seconded by Commissioner Stuber 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 Russell W. Herring, and against the City of Enid in the amount of \$47,685.00; 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 from 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)

Discussion was held regarding the payment of PEGASYS' relocation expenses.

Chief Financial Officer Jerald Gilbert spoke regarding the relocation of PEGASYS from its current location to the Community Development Support Association's Non-Profit Center, and reminded commissioners that \$240,000.00 had been approved in the 2013-2014 Fiscal Year General Fund General Government Budget to assist in the relocation.

Commissioner Vanhooser referred to an estimate for relocation costs in the amount of \$357,454.00 that was provided commissioners by the architect prior to the meeting, and asked how the additional costs would be funded.

Mr. Gilbert stated that the additional costs were not funded in the current budget year, and had initially been discussed for funding in a subsequent year.

Commissioner Vanhooser stated that he was concerned with committing this expenditure with the future of PEGASYS still up for discussion. He stated that something more temporary might be in the best interests of the Commission, and suggested that PEGASYS consider renting temporary space in the Non-Profit Center for six (6) months to provide additional time to determine its future.

Commissioner Ezzell stated that the Community Development Support Association (CDSA) would be remodeling a portion of the corridor in the facility at the same time, and that the estimate of \$357,454.00 was the budget for the entire remodel project. He went on to say that \$240,000.00 would be borne by PEGASYS, with the balance to be paid by the CDSA.

Commissioner Stuber stated that because of the many citizens who utilized PEGASYS, he would support its continuation.

Commissioner Vanhooser stated that he was not debating whether or not PEGASYS would survive, he was just asking for more time before committing the City's funds to the issue, to determine where it would be in six (6) months to a year.

Commissioner Wilson stated that no one had said that PEGASYS would be shut down. She stated that all the Commission had ever questioned was how PEGASYS was funded, and if it would continue to be funded at the same level.

Commissioner Ezzell asked if the project estimate was accurate, and if the Commission was, in effect, committing a much larger number from PEGASYS.

Executive Director Wendy Quarles addressed the issue. She stated that PEGASYS had always understood that all the City would commit for relocation costs was \$240,000.00. She went on to say that CDSA had asked if PEGASYS would share in some of the additional remodeling costs, but that would be negotiated, adding that equipment savings could be used to help with the costs, if needed.

Following further discussion, motion was made by Commissioner Janzen to approve the \$240,000.00 expenditure to relocate PEGASYS.

Motion was seconded by Commissioner Ezzell.

Ms. Diane Levesque, 1324 West Oak, addressed the Commission, and spoke as to the many services PEGASYS provided, and what would be lost if it was eliminated.

The vote was then taken as follows:

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

NAY: Commissioners Timm and Vanhooser.

Mayor Shewey announced that Item 9.1 of the Consent Items, Cancel A \$98,346.82 Encumbrance With Sunoco, Inc., Enid, Oklahoma, Remaining From The Willow And Oakwood

Intersection Improvement Project, R-0302A, was being removed from the agenda pending further review by City staff, that Item 9.5, Award And Execute The Purchase Of Ten Police Vehicles In The Amount Of \$335,230 From Bob Moore Ford, Oklahoma City, Oklahoma, was being removed from the agenda at the request of Police Chief Brian O'Rourke, and that the PEGASYS portion in Item 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, was being removed for discussion.

Following brief discussion, motion was made by Commissioner Ezzell and seconded by Commissioner Wilson to table Item 9.1 of the Consent Items, Cancel A \$98,346.82 Encumbrance With Sunoco, Inc., Enid, Oklahoma, Remaining From The Willow And Oakwood Intersection Improvement Project, R-0302A, and the vote was as follows:

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

NAY: None.

Ms. Rene Massenale, 412 South Washington, asked for clarification on Item 9.2 of the Consent Items, Cancel A \$20,360.42 Encumbrance With The Oklahoma Department Of Transportation Remaining From The Southgate Road Improvement Project, R-0409A, to which staff responded.

Motion was made by Commissioner Ezzell and seconded by Commissioner Stuber to approve staff recommendations on the balance of the consent Items as listed, and the vote was as follows:

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

NAY: None.

- (1) Cancellation of a \$30,560.42 encumbrance with the Oklahoma Department of Transportation remaining from Project R-0409A, Southgate Road Improvements;
- (2) Approval of Audit Engagement Letter with the firm of Cole & Reed, P.C., Oklahoma City, Oklahoma, for auditing services for the City of Enid and its related authorities for the year ended June 30, 2013;
- (3) Approval of local funding program contracts with Leonardo's Discovery Warehouse & Adventure Quest, Youth and Family Services of North Central Oklahoma, Booker T.

Washington Community Center, and Main Street Enid for the period ending June 30, 2014;

and

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

(List Claims)

Motion was made by Commissioner Ezzell and seconded by Commissioner Janzen to approve the Local Funding Program Contract with PEGASYS referenced in Item 9.4 of the Consent Items.

Commissioner Vanhooser echoed the same concerns voiced by him during discussion regarding PEGASYS's relocation costs. He stated that approving the contract prior to seeing what the new 2013 PEGASYS was going to need and look like was premature.

Commissioner Wilson stated that PEGASYS needed to become more self-sufficient and more pro-active in funding their entity completely. However, she went on to say that she didn't know how they could be cut off at this point and be expected to do a better job.

Commissioner Ezzell stated that the Commission had certain on-going obligations regarding PEGASYS, and agreed that commissioners needed to revisit the long-term future of PEGASYS. However, he stated that this should be approached at the end of the City's current obligations, and not when PEGASYS was under the deadline of being evicted by the City from its current location.

Commissioner Vanhooser stated that PEGASYS was technically operating without a contract in that the prior contract expired June 30, 2013. He stated that one of the conflicts in the contract was that he felt PEGASYS was prohibited from charging and generating money for providing services. He stated that PEGASYS was being backed into a corner, and there appeared to be no positive solution to the dilemma they were in. He went on to say that he was the last person who wanted to be unfair to them, and that he wanted to see them go forward rather than backward. He guaranteed that if the issue was not revisited in January, he would bring the issue back in twelve months so that a rational decision about where the Commission wanted to go with this expenditure could be made.

Commissioner Wilson stated that Commissioner Vanhooser's concerns were completely valid and agreed that the issue should be revisited. She stated that the Commission needed to give PEGASYS a year to see what happened, and if at the end of that year, commissioners weren't satisfied with progress made, then they had been given fair warning.

Commissioner Janzen stated that to single out one certain entity, and say they had to be self-supporting, seemed realistically unfair. He went on to say that PEGASYS played a very important role in the older population of Enid, and that commissioners needed to keep that in mind when making their decisions.

Commissioner Vanhooser stated that he was not suggesting that PEGASYS be cut off. He stated that he would like to see the contract modified into a month to month agreement, adding that he would like to see a six-month contract, rather than a 12-month agreement.

Following further discussion, the vote was taken as follows:

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

NAY: Commissioner Vanhooser.

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, Acting Trust Manager Joan Riley, Trust Attorney Andrea Springer, and Secretary Linda Parks.

ABSENT: None.

Motion was made by Trustee Stuber and seconded by Trustee Janzen to approve a resolution increasing the 2013-2014 Enid Municipal Authority Fiscal Financial Plan in the amount of \$539,707.27 for prior year encumbrances outstanding as of June 30, 2013, and the vote was as follows:

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

NAY: None.

(Copy Resolution)

Motion was made by Trustee Ezzell 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 Russell W. Herring, and against the City of Enid in the amount of \$47,685.00, and the vote was as follows:

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

NAY: None.

Motion was made by Trustee Stuber and seconded by Trustee Wilson 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.

-TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY-

PRESENT: Trustees Janzen, Stuber, Ezzell, Timm, Wilson, Vanhooser, Chairman Shewey, Acting General Manager Joan Riley, Trust Attorney Andrea Springer, and Secretary Linda Parks.

ABSENT: None.

Motion was made by Trustee Stuber and seconded by Trustee Ezzell 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-

Motion was made by Commissioner Stuber and seconded by Commissioner Wilson to convene into Executive Session to discuss the purchase or appraisal of real property, pursuant to 25 Okla. Stat. Section 307(B)(3), "the purchase or appraisal of real property," and the vote was as follows:

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

NAY: None.

The meeting convened into Executive Session at 7:35 P.M.

In Executive Session the Commission discussed the purchase or appraisal of real property.

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

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

NAY: None.

Commissioner Wilson absent from vote.

The meeting reconvened into regular session at 8:14 P.M.

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

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

NAY: None.

Commissioner Wilson absent from vote.

The meeting adjourned at 8:15 P.M.

E. Willow Rd

Site



Enterprise Blvd



ORDINANCE NO. _____

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

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

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

The zoning of;

A part of the Northwest Quarter of Section 2, Township 22 North, Range 6 West, Indian Meridian, Garfield County, Oklahoma, being more particularly described as follows: Beginning at the northeast corner of said Northwest Quarter; Thence South 00 degrees 32 minutes 07 seconds West* along the east line of said Northwest Quarter a distance of 596.82 feet; Thence North 89 degrees 56 minutes 37 seconds West a distance of 444.53 feet; Thence South 00 degrees 34 minutes 08 seconds West a distance of 1,943.31 feet; Thence North 89 degrees 00 minutes 47 seconds West along the North right-of-way of the existing railroad a distance of 873.60 feet; Thence North 00 degrees 26 minutes 18 seconds East along the West line of the East Half of said Northwest Quarter a distance of 116.88 feet; Thence North 89 degrees 33 minutes 42 seconds West, perpendicular to the West line of said East Half of Northwest Quarter a distance of 25.00 feet; Thence North 00 degrees 26 minutes 18 seconds East, parallel with the West line of said East Half of Northwest Quarter a distance of 1,428.47 feet; Thence South 89 degrees 33 minutes 42 seconds East, perpendicular to the West line of said East Half of Northwest Quarter a distance of 25.00 feet; Thence North 00 degrees 26 minutes 18 seconds East along the West line of said East Half of Northwest Quarter a distance of 998.14 feet; Thence South 89 degrees 10 minutes 56 seconds East along the North line of said Northwest Quarter a distance of 403.83 feet; Thence South 00 degrees 49 minutes 04 seconds West, perpendicular to the North line of said Northwest Quarter a distance of 140.55 feet; Thence South 89 degrees 10 minutes 56 seconds East, parallel with the North line of said Northwest Quarter a distance of 291.05 feet; Thence North 00 degrees 49 minutes 04 seconds East, perpendicular to the North line of said Northwest Quarter a distance of 140.55 feet; Thence South 89 degrees 10 minutes 56 seconds East along the North line of said Northwest Quarter a distance of 628.66 feet to the point of beginning. Said tracts contains 57.20 acres more or less and may be subject to easements and rights-of-way which may or may not be of record. *Assumed bearings are approximations of true North and are relative to only the control baseline used in the survey. AND A part of the Northwest Quarter Section 2, Township 22 North, Range 6 West, Indian Meridian Garfield County, Oklahoma being more particularly described as follows: Commencing at the northeast corner of said Northwest Quarter, Section 2; Thence North 89° 10' 66" West along the north line of said

Northwest Quarter a distance of 628.66 feet to the point of beginning; Thence South 0°49'04" West, perpendicular to the north line of said Northwest Quarter a distance of 140.55 feet; Thence North 89°10'56" West, parallel with the north line of said Northwest Quarter a distance of 291.05 feet; Thence North 00°49'04" East, perpendicular to the north line of said Northwest Quarter a distance of 140.55 feet; Thence South 89°10'56" East along the north line of said Northwest Quarter a distance of 291.06 feet to the point of beginning; said tract contains 0.94 acres more or less.

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

PASSED AND APPROVED this _____ day of _____, 2013.

William E. Shewey, Mayor

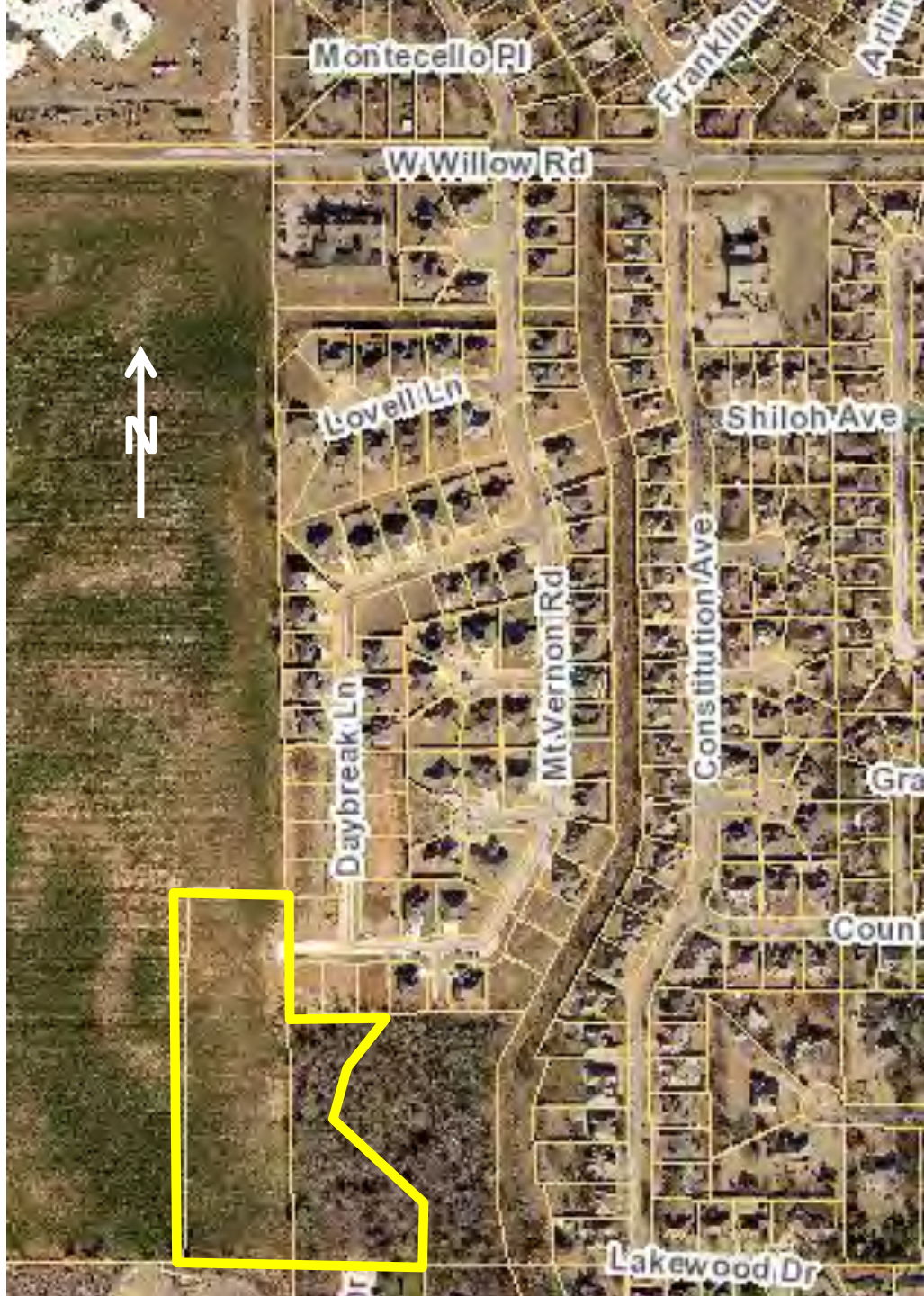
(Seal)

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY THIS _____ DAY OF _____, 2013

City Attorney



Montecello Pl

Franklin

Arlin

W Willow Rd

Lovell Ln

Shiloh Ave

Daybreak Ln

Mt. Vernon Rd

Constitution Ave

Gra

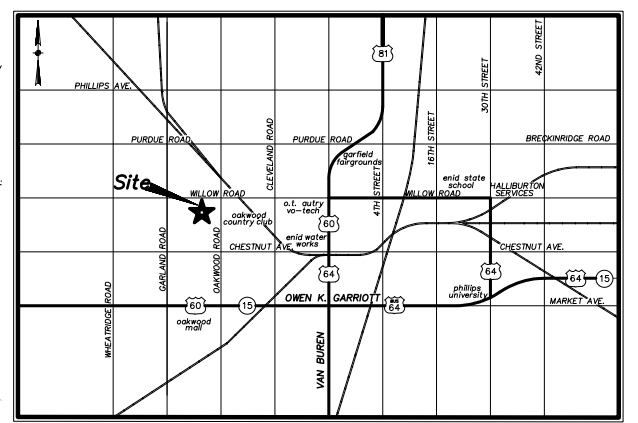
Count

Lakewood Dr



SKYVIEW ESTATES, BLOCKS 13 - 15

PART OF THE WEST 1/2 NORTHEAST 1/4, & PART OF THE EAST 1/2 NORTHWEST 1/4, SECTION 3, TOWNSHIP 22 NORTH, RANGE 7 WEST, INDIAN MERIDIAN, ENID, GARFIELD COUNTY, OKLAHOMA.



Location Map

COUNTY TREASURER'S CERTIFICATE

I, KEVIN R. POSTIER, COUNTY TREASURER OF GARFIELD COUNTY, STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TAX ROLLS OF GARFIELD COUNTY, STATE OF OKLAHOMA, AND TO THE BEST OF MY KNOWLEDGE THERE ARE NO DUE OR DELINQUENT TAXES ON THE ABOVE DESCRIBED PROPERTY.

KEVIN R. POSTIER

SUBSCRIBED AND SWORN TO BEFORE ME, A NOTARY PUBLIC ON THIS _____ DAY OF _____, 20____ PERSONALLY APPEARED KEVIN R. POSTIER TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WRITTEN AND FOREGOING INSTRUMENT.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

APPROVALS

APPROVED THIS _____ DAY OF _____, 20____ BY THE CITY ENGINEER OF ENID, OKLAHOMA.

ROBERT HITT
CITY ENGINEER

APPROVED THIS _____ DAY OF _____, 20____ BY THE METROPOLITAN AREA PLANNING COMMISSION.

CHAIRMAN

APPROVED THIS _____ DAY OF _____, 20____ BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA.

ATTEST: _____ SECRETARY
BILL SHEWEY
MAYOR

ABSTRACTER'S CERTIFICATE

THE UNDERSIGNED, A DULY QUALIFIED AND LAWFUL BONDED ABSTRACTER OF TITLE IN AND FOR GARFIELD COUNTY, OKLAHOMA, HEREBY CERTIFIES THAT THE LAND SHOWN ON THE ANNEXED PLAT OF "SKYVIEW ESTATES, BLOCKS 13-15" BEING A PART OF GARFIELD COUNTY, OKLAHOMA, IS VESTED IN OAKWOOD WEST DEVELOPMENT L.L.C. AND THAT ON THIS _____ DAY OF _____, 20____ THERE WERE NO ACTIONS PENDING OR JUDGEMENTS OF ANY COURT OR ON FILE WITH THE CLERK OF ANY COURT IN SAID COUNTY OR STATE AGAINST SAID OWNER THEREOF; THAT THE TAXES ARE PAID FOR THE CURRENT YEAR AND THAT THERE ARE NO OUTSTANDING TAX DEEDS OR TAX SALE CERTIFICATES GIVEN ON THE LAND SHOWN ON THIS PLAT.

SIGNED AND SEALED THIS _____ DAY OF _____, 20____.

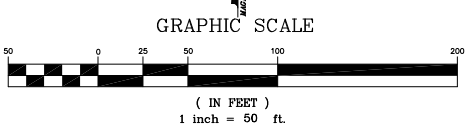
SURVEYOR'S CERTIFICATE

I, ROGER D. JVIDEN, THE UNDERSIGNED, DO HEREBY CERTIFY THAT I AM BY PROFESSION A LAND SURVEYOR AND THAT THE ANNEXED PLAT OF "SKYVIEW ESTATES ADDITION, BLOCKS 13-15" CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION ON THE _____ DAY OF _____, 20____ AND THAT ALL MONUMENTS SHOWN HEREIN ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN.

ROGER D. JVIDEN, O.L.S. 1083

SUBSCRIBED AND SWORN TO BEFORE ME, A NOTARY PUBLIC ON THIS _____ DAY OF _____, 20____ PERSONALLY APPEARED ROGER D. JVIDEN TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WRITTEN AND FOREGOING INSTRUMENT.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC



Bearings are related to those of country club west 4th subdivision

Owner's Certificate and Dedication

SKYVIEW ESTATES, BLOCK 13-15
An addition to the City of Enid
Garfield County, Oklahoma

STATE OF OKLAHOMA)
COUNTY OF GARFIELD)

Known all men by these presents:

That Oakwood West Development L.L.C., hereby certifies that said corporation is the owner of, and the party having any right, title and interest in and to the real property situated in the City of Enid, Garfield County, Oklahoma and described as follows:

LEGAL DESCRIPTION: PART OF THE WEST HALF OF THE NORTHEAST QUARTER AND PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION THREE (3), TOWNSHIP TWENTY-TWO (22) NORTH, RANGE SEVEN (7) WEST, INDIAN MERIDIAN, GARFIELD COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the northwest corner of the Northeast Quarter of said Section Three (3);
Thence South 00 degrees 16 minutes 01 seconds East, along the west line of said Northeast Quarter, a distance of 2,623.33 feet, to the POINT OF BEGINNING;

THENCE continuing south along said west line of Northeast Quarter, South 00 degrees, 16 minutes, 01 seconds East, a distance of 294.53 feet, to the southwest corner of Lot 3, Block 12 Skyview Estates Addition;

THENCE along the south line of said Block 12 Skyview Estates Addition, North 89 degrees 43 minutes 27 seconds East, a distance of 215.12;

THENCE South 35 degrees 26 minutes 35 seconds West, a distance of 147.96 feet;

THENCE South 15 degrees 33 minutes 39 seconds West, a distance of 124.70 feet;

THENCE South 44 degrees 32 minutes 56 seconds East, a distance of 287.75 feet;

THENCE South 00 degrees 00 minutes 00 seconds East, a distance of 154.20 feet, to a point on the south line of said Northeast Quarter of Section 3;

THENCE along said south line of said Northeast Quarter of Section 3, North 89 degrees 00 minutes 25 seconds West, a distance of 260.00 feet;

THENCE parallel to west line of said Northeast Quarter, North 00 degrees 16 minutes 01 seconds West, a distance of 887.96 feet;

THENCE parallel to south line of said Northeast Quarter, South 89 degrees 00 minutes 25 seconds East, a distance of 260.00 feet, to the POINT OF BEGINNING.

Above described tract contains 8.027 acres, more or less.

Said Oakwood West Development L.L.C. further does certify that it has caused the above described real estate to be surveyed, staked and platted into blocks, lots, streets and easements and has caused the same to be named and designated as Skyview Estates, Block 13-15, to the City of Enid, Oklahoma, and the said Oakwood West Development L.L.C. hereby dedicates for public use all the streets and easements as shown on the above plat. Further, for the purpose of providing an orderly development of the entire tract, and for the purpose of providing adequate restrictive covenants for the mutual benefit of itself and its successors in title to the subdivisions of said tract of real estate, hereafter referred to as lots, said Oakwood West Development L.L.C. does hereby impose the restrictions and create the easements set forth in a separate instrument entitled Restrictive Covenants of Skyview Estates, Block 13-15, to the City of Enid which said separate instrument is recorded in Book _____ of miscellaneous Records at Page _____. In the office of the County Clerk of Garfield County, Oklahoma, but which said separate instrument hereby is made a part of this plat for all intents and purposes as if set forth in full here in; and to which said restrictions and easements it shall be incumbent upon the individual and upon its successors to adhere.

Oakwood West Development L.L.C.

Owner _____

STATE OF OKLAHOMA)
COUNTY OF GARFIELD) SS

The above and foregoing Instrument was acknowledged before me this _____ day of _____, 20____ by _____ on behalf of Oakwood West Development L.L.C., as its Owner and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes herein set forth.

(Seal)
My Commission Expires: _____

Notary Public _____

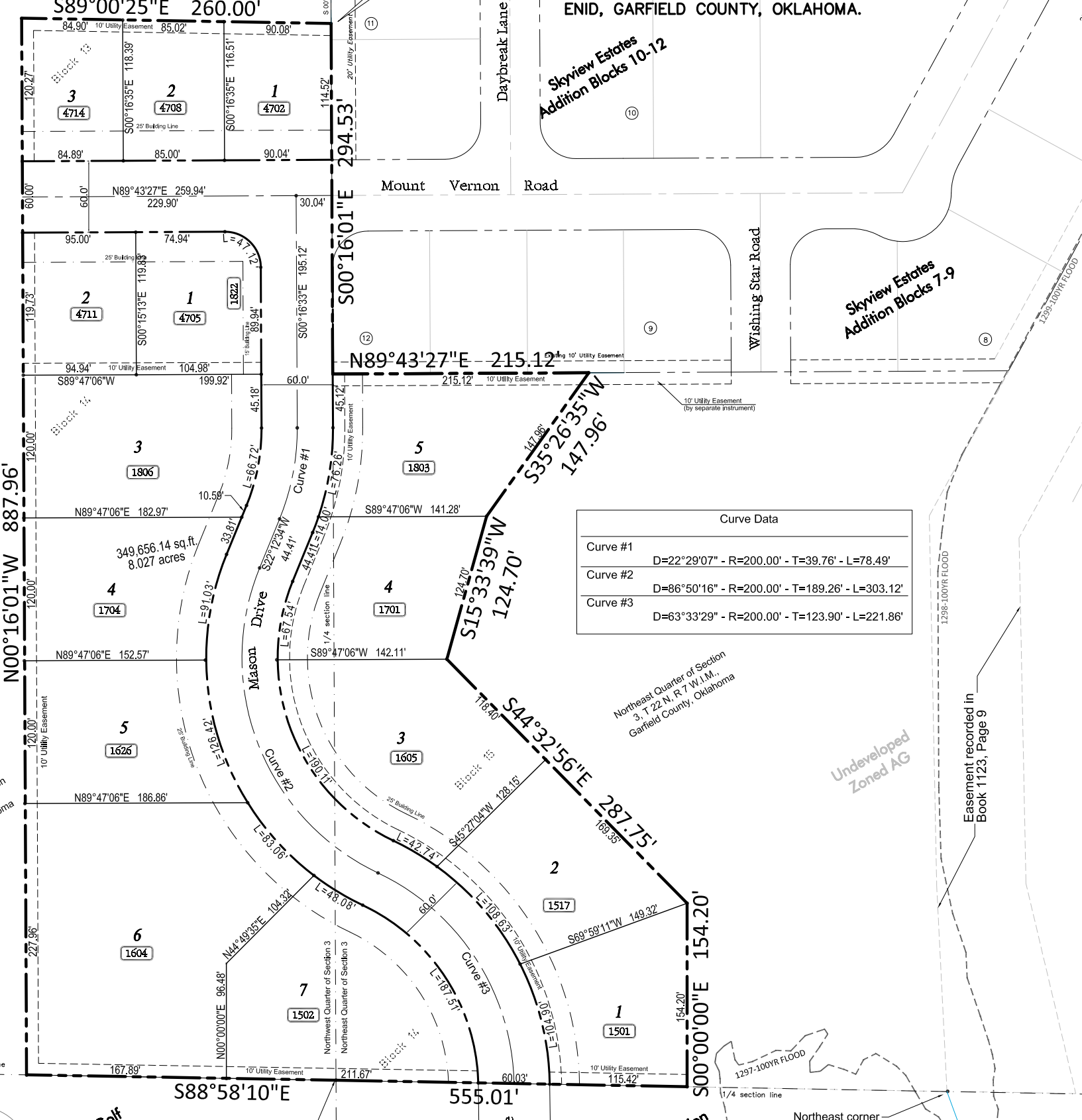
Undeveloped Zoned AG

Undeveloped Zoned AG

Undeveloped Zoned AG

Pheasant Run Golf Community Zoned R-2

Feightner Second Addition Zoned R-2



| Curve Data | |
|------------|---|
| Curve #1 | D=22°29'07" - R=200.00' - T=39.76' - L=78.49' |
| Curve #2 | D=86°50'16" - R=200.00' - T=189.26' - L=303.12' |
| Curve #3 | D=63°33'29" - R=200.00' - T=123.90' - L=221.86' |

- Legend
- Denotes 1/2" Iron Pin Set O.L.S. 1083 on Property Corner
 - Denotes Found 1/2" Iron Pin Set O.L.S. 1083 on Block Corner
 - 2917 Denotes Proposed Street Address

Seal

Seal

Seal

Seal

Seal

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Seal

ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement (“Agreement”) is made by and among the Enid Economic Development Authority, an Oklahoma Public Trust (“EEDA”), the City of Enid, Oklahoma, an Oklahoma Municipal Corporation (the “City”) and BH Tower, LLC, an Ohio Limited Liability Company (the “Company”).

RECITALS

WHEREAS, the Broadway Tower was constructed in 1931; and,

WHEREAS, the Broadway Tower was placed on the National Registry of Historic Places in 1985; and,

WHEREAS, in recent years, the condition, value and aesthetics of the Broadway Tower has declined; and,

WHEREAS, the Company intends to invest substantial sums of money in the Broadway Tower; and,

WHEREAS, the Company does not have sufficient funds to complete the Project, as outlined below, without assistance from the EEDA; and,

WHEREAS, this Agreement is being entered into with the understanding that the Project proposed to be undertaken and/or facilitated by the Company is anticipated to generate substantial new sales tax and hotel tax revenues for the City, as well as enhance the overall aesthetics and appeal of the Broadway Tower and the downtown area; and,

WHEREAS, within and subject to the constraints of applicable state law, the EEDA represents that, in the event the Company undertakes the Project, the EEDA will make to the Company those incentives payments specifically set forth herein; and,

WHEREAS, the EEDA’s sources for funding such incentives will be from the increases in those certain sales tax revenues hereinafter described, as such taxes are collected by the City from businesses or operations situated on the Property and transferred to the EEDA; and,

WHEREAS, parties acknowledge that the City cannot legally obligate itself to appropriate or otherwise allocate any future City sales tax or other monies to the EEDA in any fiscal year other than on a year-to-year basis; and,

WHEREAS, the parties acknowledge that the City, within and subject to the annual appropriation requirements of applicable state law, has agreed to provide the funding required by this Agreement, and to take such additional actions as may be reasonably necessary to accommodate and facilitate the EEDA’s performance of this Agreement; and,

WHEREAS, based on the foregoing, the Company has agreed to move forward and complete the Project; and,

WHEREAS, in connection with the development of the Project, the parties desire to more specifically outline the scope, projected cost, time-line and project coordination associated with the completion of the Project.

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

1. Definitions. The following words, terms and phrases, when used in this Agreement, shall have the meanings ascribed to them in this section.
 - a. Incentive Expiration Date – The date which is five (5) years after the execution of this Agreement or the date upon which the Company has received a total of two hundred thirty-six thousand five hundred and twenty dollars (\$236,520.00), whichever occurs earlier.
 - b. Incentive Rate – The Incentive Rate for this Agreement is one and one-half percent (1.5% or .015).
 - c. Incentive Start Date – The date upon which the Company completes all Incentive Pre-requisites.
 - d. Incentive Calculation – The incentive will be calculated as follows: Gross Quarterly Taxed Sales from the Property multiplied by the Incentive Rate.
 - e. Project – The Project shall include the conversion of the Broadway Tower to a seventy-two (72) room boutique hotel with a restaurant and a lounge on the ground level and specialty retail shops in or near the reception area.
 - f. Property – Broadway Tower, 114 E. Broadway Avenue located in the City of Enid, Garfield County, Oklahoma. The Legal Description of the Property is as follows: Lots Twenty-three (23) through Twenty-five (25), inclusive, Block Nine (9), original Townsite of Enid, Garfield County, Oklahoma, according to the recorded plat thereof.
2. Commencement of the Project. The Company shall commence the Project on the Property as soon as practicable after the mutual execution of this Agreement. Certain pre-requisites (“Incentive Pre-requisites”) shall be completed by the Company before it can qualify for any incentive from the City and/or the EEDA. These Incentive Pre-requisites include:

- a. Removal of all existing partitions and structures on floors two (2) through nine (9); and,
 - b. Installation of fire sprinkler systems on each floor; and,
 - c. Replacement of all electrical lines within the building; and,
 - d. Installation of new plumbing throughout the building; and,
 - e. Installation of new HVAC systems in each hotel room; and,
 - f. Installation of partitions for nine (9) rooms per floor, including one (1) room on each floor that is ADA compliant; and,
 - g. Install window components to improve energy efficiency that will also maintain the historic look to the building; and,
 - h. Design and install furnishings, etc., to create themed rooms/suites; and,
 - i. Renovate the first floor lobby to include hotel reception specialty retail shops; and,
 - j. Open both a restaurant and lounge on each side of the hotel entrance; and,
 - k. Restore the antique elevator to its former condition.
3. Incentives. After the Company completes all of the Incentive Pre-requisites, the EEDA will begin providing the Company with a quarterly economic development Incentive.
 4. Payment of the Incentive. Quarterly, after the Incentive Start Date, the Company will share appropriate financials from the Project with the Enid Regional Development Alliance (ERDA). The ERDA will calculate the Incentive earned and submit an invoice to the City. The City or the EEDA shall review and process the invoice and pay the Incentive to the Company. Payments shall cease on the Incentive Expiration Date.
 5. Additional Economic Development Incentives. After the Execution of this Agreement, the City agrees to waive its building permit fees, provide trash containers for the renovation, and waive the tipping fee at the landfill to assist the Company in completing the Project. These additional incentives shall not exceed a value of Fifty Thousand Dollars (\$50,000.00) combined. The City also agrees not to object to a sign variance request from the Company only if the City Commission approves the final size and design of the sign before the variance request is heard by the Board of Adjustment.
 6. Default. Under this Agreement, default occurs when either party fails to keep, observe, or perform any material agreement, term, or provision of this Agreement 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. Additionally, should the Project change ownership or location or close before the Incentive Expiration Date, the Company will be in default and payment of the Incentive shall immediately cease.

7. Remedies. In the event of any default in or breach of any terms or conditions of this Agreement by any party, or any successor, the defaulting or breaching party shall, upon written notice from the other party, proceed immediately to cure or remedy such default or breach, and shall in any event, within thirty (30) days after receipt of notice, commence to cure or remedy such default. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable, in its opinion, to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the defaulting or breaching party. The parties, their successors and assigns, further agree that the other party shall have the right and power to institute and prosecute proceedings to enjoin the threatened or attempted violation of any clauses contained herein.
8. Interpretation and Choice of Law. This Agreement 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. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties in the courts of the State of Oklahoma, County of Garfield, or, if it has or can acquire jurisdiction, in the United States District Court for the Western District of Oklahoma, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein
9. Counterparts. This Agreement 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 Agreement shall not be binding upon the parties hereto until signed by both parties.
10. Entire Agreement. This Agreement 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 Agreement and which specifically references this Contract. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this Agreement. 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 Agreement shall be attached hereto and all of the terms in this Agreement not addressed in the amendment shall remain in full force and effect.

11. Severability. In the event that any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent the remainder can be given effect without the invalid provision.
12. Assignment. Neither party shall assign this Agreement, or any interest herein, without the express, written consent of the other party, which consent shall not be unreasonably withheld; provided, however, this Agreement shall be permitted to be assigned, upon written notice by the Company, to a Lender to the Company, as collateral on a loan for the Project.
13. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs and assigns. In the event of the transfer of the Property, the assignee shall be entitled to succeed to the full rights and benefits of this Agreement.
14. Non-Discrimination. The parties covenant (1) that no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this Agreement on the ground of race, color, age, sex, handicap, or national origin; and (2) that, in carrying out the terms and conditions of this Agreement, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or national origin.
15. Authority. This Agreement shall become a binding obligation upon execution by all parties hereto. The EEDA warrants and represents that the individual executing this Agreement on behalf of the EEDA has full authority to execute this Agreement and bind the EEDA to the same. The EEDA further warrants and represents that this Agreement is valid and enforceable under applicable law and the EEDA has taken all requisite action necessary to approve this Agreement. The Company warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind the Company to the same. The Company further warrants and represents that this Agreement is valid and enforceable under applicable law and the Company's corporate documents, and that the Company has taken all requisite action necessary to approve this Agreement.
16. Compliance with Laws. The Company shall conduct its business under the terms of this Agreement 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 Agreement.
17. Third Party Beneficiaries. Nothing in this Agreement, 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.

18. Indemnification and Hold Harmless. The Company shall defend, indemnify and hold harmless the EEDA and the City and any and all officers, agents and employees of the EEDA and 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 the Company, its employees and agents under or in connection with this Agreement, whether or not any act or omission complained of is authorized, allowed or prohibited by the Company 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.

19. Notices. Any notice, request or demand provided for in this Agreement shall be deemed to have been sent when the notice has been delivered by personal delivery, overnight mail or delivery service, facsimile or deposited in the United States mail, registered or certified, with postage thereon prepaid to the addresses as set forth below:

To the City: The City of Enid, Oklahoma
 P.O. Box 1768
 Enid, Oklahoma 73702
 Attention: City Manager

To the EEDA: Enid Economic Development Authority
 P.O. Box 1768
 Enid, Oklahoma 73702
 Attention: Trust Manager
 Fax No. (580) 234-8946

To the Company: BH Tower, LLC
 c/o Mr. Michael Lee
 581 Boston Mills RD, STE 100
 Hudson, OH 44236

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.

20. Bargaining. The City, the EEDA and the Company have had the opportunity to seek independent legal counsel before entering into this Agreement. The City, the EEDA and the Company have participated fully in the preparation of this Agreement and the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

21. Construction. Captions and other headings contained in this Agreement are for reference and identification purposes only and do not alter, modify, amend, limit, or restrict the contractual obligations of the parties.

22. Year-to-Year Agreement. Notwithstanding any provision contained herein, the parties hereto expressly declare their intention that the covenants of the City regarding the transfer of excess sales tax revenues to the EEDA shall not constitute a debt or obligation of the City in violation of Article X, Section 26 of the Oklahoma Constitution, but that the payments being made to the Company shall be payable hereunder only to the extent that funds are appropriated by the governing body of the City in any given fiscal year.
23. Governmental Tort Claims Act. By entering into this Agreement, City, and “employees” of the City, 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.

IN WITNESS WHEREOF the parties have executed this instrument effective the day and year last written below.

(SEPARATE SIGNATURE PAGES FOLLOW)

SEPARATE SIGNATURE PAGE OF THE EEDA

Date: _____

“EEDA”
Enid Economic Development Authority,
An Oklahoma Public Trust

William E. Shewey, Chairman

(SEAL)

ATTEST:

Linda Parks, Secretary

SEPARATE SIGNATURE PAGE OF THE CITY

Date: _____

“CITY”
The City of Enid,
An Oklahoma Municipal Corporation

William E. Shewey, Mayor

(SEAL)

ATTEST:

Linda Parks, City Clerk

SEPARATE SIGNATURE PAGE OF THE COMPANY

Date: _____

“The Company”
BH Tower, LLC,
an Ohio Limited Liability Company

Signature

Printed Name and Title

WITNESSED:

Signature

Printed Name and Title

RESOLUTION

A RESOLUTION AMENDING THE 2013-2014 FIRE FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$125,787.80 TO INCREASE THE 2013-2014 APPROPRIATED AMOUNTS FOR THE FIRE FUND FIRE DEPARTMENT.

WHEREAS, the appropriated amounts for the 2013-2014 Fire Department in the Fire Fund must be increased by \$125,787.80 to purchase .55 acres located in the 800 block of S Hoover from Native Warehousing, L.L.C., for \$60,000.00 plus closing costs not to exceed \$5,000.00. In addition to the purchase price the City of Enid agrees to reimburse to the seller \$60,787.80 for sanitary sewer improvements previously done by the owner, which include design, permit, construction and extension of the sanitary sewer line to the southwest corner of the property.

WHEREAS, funds are available from the Fire Fund to provide the necessary; and

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

| | |
|-------------------|--------------|
| FUND 65 FIRE FUND | |
| FIRE DEPARTMENT | \$125,787.80 |

Adopted this 6th day of August 2013.

Chairman

(Seal)

ATTEST:

City Clerk

CONTRACT FOR SALE

THIS AGREEMENT, made and entered into by and between NATIVE WAREHOUSING, L.L.C., an Oklahoma limited liability company, hereinafter referred to as "Seller", and CITY OF ENID, OKLAHOMA, a municipal corporation, hereinafter referred to as "Buyer".

WITNESSETH:

FOR AND IN CONSIDERATION of the conditions, covenants, and agreements hereinafter set forth, it is mutually agreed by and between the parties hereto as follows:

1. Sale Property Seller agrees to sell and convey to Buyer, and Buyer agrees to buy, the real property described on Exhibit "A" attached hereto, together with any buildings and other improvements thereon, situated in Garfield County, Oklahoma, hereinafter referred to as the "Real Property"

2. Purchase Price. The compensation ("Purchase Price") to be paid by Seller to Buyer for the Real Property is \$60,000.00 payable as follows:

- (a) 10% of the purchase price on the signing of this contract hereinafter referred to as the "Escrow Payment"; and
- (b) The remainder at the time of Closing.

3. Title. Seller shall allow Buyer to examine any existing abstracts of title to the Real Property ("Seller's Abstracts"). Seller's Abstracts shall remain the property of Seller. In addition, Seller shall at Seller's cost extend Seller's Abstracts to the date Seller signs this agreement by a separate abstract extension. Any abstract extension paid for by Seller shall be the property of Buyer. After review of Seller's Abstracts and any extensions, Buyer shall report any objections to marketable title to Seller in writing. In the event of a valid objection, Seller shall have ninety days to satisfy such objection. For the purposes of this contract, marketable title shall be determined in accordance with the title examination standards adopted by the Oklahoma Bar Association. In the

event Seller is not able to provide marketable title within the prescribed time period, Buyer may elect to declare this contract null and void and may rescind the same by written notice to the Seller, and the Escrow Agent shall disburse the Escrow Payment to the Buyer.

4. Escrow. The Escrow Payment shall be made to Guarantee Abstract Company as escrow agent (the "Escrow Agent") subject to the terms of this contract. No escrow fee shall be charged.

5. Survey. Buyer may survey the Real Property at Buyer's cost and report in writing any objections. Seller shall remedy all encroachments onto the Real Property at Seller's cost. In the event of a valid objection, Seller shall have ninety days to satisfy such objection. In the event Seller is not able to satisfy such objections within the prescribed time period, Buyer may elect to declare this contract null and void and may rescind the same by written notice to the Seller and the Escrow Agent shall disburse the Escrow Payment to the Buyer.

6. Additional Funds to Seller. In addition to the Purchase Price, the Buyer agrees to reimburse the Seller for the actual cost incurred by Seller to design, permit, construct and extend the sanitary sewer line from its present terminus at the intersection of Santa Fe Trail and South Hoover Street in the City of Enid to the southwest corner of the Real Property. The reimbursement shall not exceed \$60,787.80. The sewer extension shall be an 8 inch diameter pipeline and conform to the Standard Construction Specifications as appear on the Buyer's website. Seller shall grant any easements (if any) to the City of Enid required by the sewer extension free of cost. The sewer extension shall not include service lines to serve Seller or Buyer's separate property. In the event Seller fails to initiate construction of the sewer extension within six months after closing, then the Buyer may assume such duties and the reimbursement to Seller shall fail.

7. Mechanic's and Materialman's Liens. Seller shall furnish Buyer at Closing

an affidavit that there have been no improvements to the Real Property within 120 days preceding Closing. If the Real Property has been improved within 120 days preceding Closing, Seller shall deliver releases or waivers of all mechanic's or materialman's liens properly executed by those general contractors, subcontractors, suppliers or materialman who have performed work or supplied materials to the Real Property.

8. Closing. The Closing (the "Closing") of this transaction shall take place forty-five days after the execution of this agreement by both parties at the office of the Escrow Agent on a date satisfactory to both parties.

9. Condition of Real Property. Buyer understands and agrees that the Real Property is being sold in "as is" condition except for the sewer extension described above. Buyer may inspect the Real Property for any physical defect including contamination, pollution or other environmental defects or violations. In the event that a good faith defect is discovered by Buyer which would require a payment of \$10,000.00 or more to resolve and such defect is reported in writing to Seller, then Seller may agree to cure the defect or allow Buyer to rescind this agreement with return of the Escrow Payment to Buyer.

10. Risk of Loss. Seller shall bear all risk of loss prior to Closing. In the event of damage and destruction of the Real Property in substantial amount by fire, lightning, windstorm, hail, tornado, civil commotion, riot, war or by any act of God, or by any act of parties other than Buyer prior to the surrender of possession as herein provided, then Buyer may rescind this agreement and the Escrow Payment shall be returned to Buyer.

11. Possession. Seller warrants that the Real Property is not leased or otherwise occupied or committed to any other party.

12. Ad Valorem Tax Proration. Seller shall pay 2013 anticipated ad valorem taxes pro-rated to the Closing Date at Closing based on (a) the amount of 2012 tax assessment calculated at the month end following Closing and (b) the number of acres sold compared to the acres retained by Seller.

13. Conveyance. At the time of Closing, Seller shall deliver to Buyer a warranty deed in proper statutory form for recording conveying the Real Property from the Seller to the Buyer. The sale shall be exempt from the documentary stamp tax. Buyer shall pay all recording costs.

14. Questionable Minerals. Seller does not know whether Seller owns the oil, gas and other minerals. Seller shall convey to Buyer whatever interest Seller owns in the oil, gas and other minerals at Closing.

15. Default by Buyer. In the event the Seller performs all obligations under this contract, and Buyer fails to perform all obligations under this contract, then the Escrow Agent shall immediately pay Seller the amount of the Escrow Payment as liquidated damages which the parties agree is fair and reasonable and shall be Seller's SOLE AND ONLY REMEDY for Buyer's failure to perform. Seller expressly waives the remedies of specific performance and/or additional damages.

16. Default by Seller. In the event the Buyer performs all obligations under this contract, and Seller fails to perform all obligations under this contract, then the Buyer may at Buyer's option rescind the contract or take action for specific performance or damages. Buyer shall give Seller written notice of the remedy elected by Buyer. Regardless, the Escrow Agent shall return the Escrow payment to Buyer.

17. No Sales Commission. Seller agrees to indemnify and hold Buyer harmless from any claim by any broker that such broker was commissioned by Seller to sell the Real Property. Buyer agrees to indemnify and hold Seller harmless from any claim by any broker that such broker was commissioned by Buyer to purchase the Real Property.

18. Assignment. Neither Seller nor Buyer shall assign this contract without the written consent of the other party.

19. Governing Law. This contract shall be governed, construed and interpreted in accordance with the laws of the State of Oklahoma.

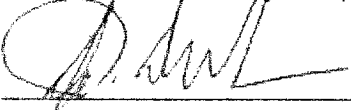
20. Survival of Conditions and Covenants. The covenants and conditions contained herein shall survive the Closing of this contract, and the delivery and recording of the warranty deed to Buyer.

21. Binding Effect. The provisions of this agreement are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate, each of which shall be considered an original, as of the 24 day of July, 2013.

SELLER:

NATIVE WAREHOUSING, L.L.C., an
Oklahoma limited liability company

By:  _____

BUYER:

CITY OF ENID, OKLAHOMA, a
Municipal corporation


By:  _____

EXHIBIT "A"

Part of the Northeast Quarter (NE/4) of Section Fourteen (14), Township Twenty-two (22) North, Range Seven (7) West of the Indian Meridian, Garfield County, Oklahoma, more particularly described as follows:

Commencing at the northwest corner of said NE/4; Thence southerly along the west line of said NE/4 a distance of 955.86 feet; Thence South 89°30'01" East parallel with the north line of said NE/4 a distance of 30.00 feet to the point of beginning; Thence South 89°30'01" East parallel with the north line of said NE/4 a distance of 160.00 feet; Thence South 00°15'27" West parallel with the west line of said NE/4 a distance of 150.00 feet; Thence North 89°30'01" West parallel with the north line of said NE/4 a distance of 160.00 feet; Thence North 00°15'27" East parallel with the west line of said NE/4 a distance of 150.00 feet to the point of beginning.

See map of Real Property attached as page 2 of Exhibit A.

Real
Property to be
sold

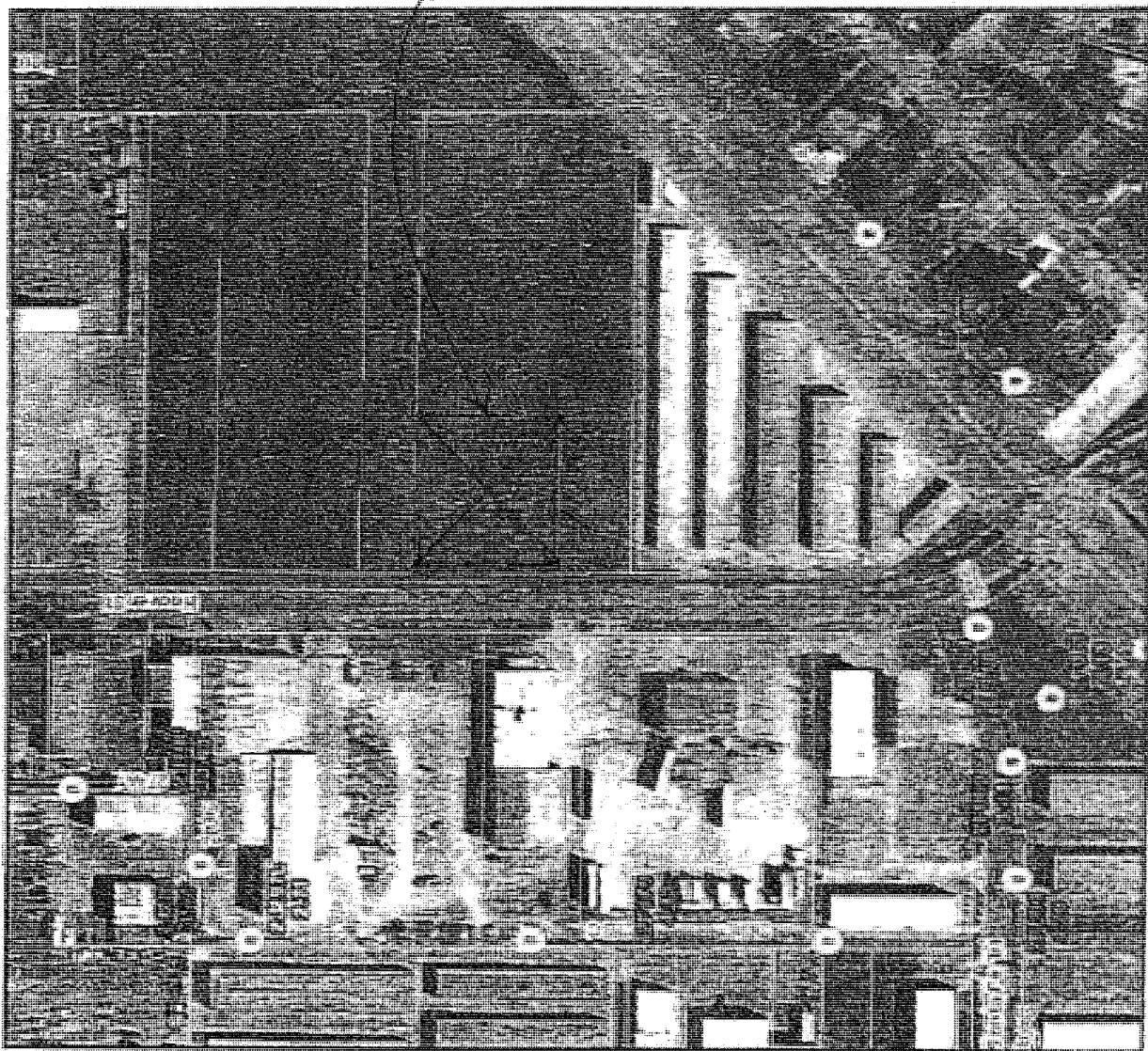


EXHIBIT
A
Page 2 of 2

**ADDENDUM 3a to the MASTER SERVICES AGREEMENT
BETWEEN
City of Enid
, OK
AND SOUTHWESTERN BELL TELEPHONE COMPANY, D/B/A
AT&T OKLAHOMA**

**DATABASE SERVICES
MAJOR COUNTY**

1. AT&T-OKLAHOMA agrees to provide and Customer hereby agrees to purchase Database Management Service for certain Exchange Access Arrangements ("EAAs") in use in Customer, for a three year Term, beginning with execution of this Agreement.
2. Database Management Service hereunder shall be priced initially at \$95.00 per 1,000 EAAs per month, to be paid in advance. Customer agrees that the price for the Database Service described above shall be \$190.00 (One Hundred Ninety Dollars) per month for the Term. The first year of the Term, AT&T-OKLAHOMA shall charge Customer for 2 EAAs. Annually, AT&T-OKLAHOMA shall audit the database to determine the total number of EAAs actually managed therein. The number of EAAs for which Customer shall pay for the following year shall be that determined by AT&T-OKLAHOMA as a result of the audit.
3. All Services provided hereunder are made available on the same terms, conditions and prices contained in AT&T-OKLAHOMA tariffs for such Services, as amended, approved by and on file with the Corporation Commission, which are in effect at the time Service is rendered to Customer and hereby are incorporated by reference into this Agreement.
4. In the event any Service is terminated by the Customer prior to the end of the Term of this Agreement, Customer agrees to pay AT&T-OKLAHOMA termination charges. The termination charges will be calculated as follows: The billed monthly rate for the Service terminated, multiplied by the number of months remaining in the Term, and that sum multiplied by Twenty Percent (20%).
5. AT&T-OKLAHOMA will provide Services from the selective router ILEC meet points. AT&T-OKLAHOMA will provide tandem-to-PSAP trunks to be handed off at the ILEC meet point. AT&T-OKLAHOMA will provide selective routing through the tandem router.
6. AT&T-OKLAHOMA will establish E9-1-1 Database Records and provide Network to ILEC meet points for Customer 9-1-1. AT&T-OKLAHOMA /AT&T-OKLAHOMA will

provide Data Storage and Network Services. Any consulting Services will be on a time and materials basis only. AT&T-OKLAHOMA will provide access to and training on MSAG Mail and ASK Report usage.

7. Customer 9-1-1 shall provide ESN and MSAG Records to AT&T-OKLAHOMA, provide Telco records to AT&T-OKLAHOMA and use MSAG Mail to notify the DIU (Database Integrity Unit) of "misroutes" and "record not found" occurrences.
8. Maintenance of 911 Services provided hereunder by AT&T-OKLAHOMA on its network will be available 24 hours a day, 7 days a week, 365 days a year; provided, however, that AT&T-OKLAHOMA shall respond to emergency requests for maintenance or repair Services within one hour or less after the request is made to the appropriate AT&T-OKLAHOMA manager, and within four hours for requests that are not an emergency. Maintenance includes:
 - a. Response Time - 2 hour phone, four hour dispatch (critical), next day dispatch (noncritical)
 - b. Coverage - 24 x 7
 - c. Services - remote technical assistance, onsite dispatch, replacement of defective components
9. Database Service is supported by the AT&T-OKLAHOMA Database Integrity Unit, and changes to the Customer's database will be accomplished accordingly: Address change – 5 business days; MSAG change request – 5 business days; ESN change – 5 business days. Number of changes submitted at one time not to exceed 20.
10. In the event either party desires to change this Addendum 1, the following procedures will apply:
 - A. The party requesting the change will deliver a Change Request document to the other party. The Change Request will describe the nature of the change, the reason for the change, and the effect the change will have on the Services.
 - B. The designated Program/Addendum Manager of the requesting party will review the proposed change with his/her counterpart. The parties will evaluate the Change Request and negotiate in good faith the changes to the Services and the additional charges, if any, required to implement the Change Request. If both parties agree to implement the Change Request, the appropriate authorized representatives of the parties will sign the Change Request, indicating the acceptance of the changes by the parties.
 - C. Upon execution of the Change Request, said Change Request will be incorporated into, and made a part of, this Addendum by mutual execution and affixing it hereto.

11. Whenever there is a conflict between the terms and conditions set forth in a fully executed Change Request and those set forth in this Addendum, or previous fully executed Change Request, the terms and conditions of the most recent fully executed Change Request shall prevail.

12. AT&T-OKLAHOMA reserves the right to bill customer for call-outs that are determined not to be a problem with our network or associated equipment. The following rates apply:

- normal business hour - \$105 per hour
- after hours - \$150 per hour
- holiday hours - \$175 per hour

The minimum callout is two hours.

13. Customer will provide AT&T-OKLAHOMA the name and contact information for a single point of contact as well as a local site contact.

IN WITNESS WHEREOF, the parties execute this contract, on the dates indicated, as follows:

**City of Enid,
Oklahoma Municipal
Corporation**

**SOUTHWESTERN BELL TELEPHONE, an
D/B/A AT&T OKLAHOMA**

BY _____

BY _____

TITLE _____

TITLE _____

DATE _____

DATE _____

ORDINANCE NO. 2013-_____

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2003, AMENDING TITLE 2, ENTITLED "FINANCE AND TAXATION," CHAPTER 6, ENTITLED "FEE SCHEDULE," ARTICLE C, ENTITLED "CITY SERVICES", SECTION 2-6C-7, ENTITLED "PARK SHELTER," TO AMEND THE SECTION TITLE TO "PARK AND FACILITIES FEES" AND TO AMEND AND ADD REGULATIONS OF PARK AND FACILITIES FEES; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

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

Section I: That Title 2, Chapter 6, Article C, Section 2-6C-7 of the Enid Municipal Code 2003 is hereby amended to read as follows:

2-6C-7: PARK SHELTER AND FACILITIES FEES:

The shelters available for reservation shall be designated ~~by the park board upon approval~~ by the eCity mManager. Upon ~~recommendation of the park board review~~, the ~~rental fee required in this section~~ may be waived by the eCity mManager.

~~Crosslin Park: The large round shelter may be rented for twenty five dollars (\$25.00) a day. The smaller shelters may each be rented for fifteen dollars (\$15.00) a day.~~

~~Meadowlake Park North: The horse show ring may be rented for one hundred dollars (\$100.00) per day. The large rectangular shelter may be rented for forty five dollars (\$45.00) a day. The three (3) round shelters may each be rented for twenty five dollars (\$25.00) a day. Small shelters may each be rented for fifteen dollars (\$15.00) a day.~~

~~Meadowlake Park South: The large rectangular shelter may be rented for forty five dollars (\$45.00) a day. The three (3) large round shelters may each be rented for twenty five dollars (\$25.00) a day. Small shelters may each be rented for fifteen dollars (\$15.00) a day. (Ord. 2005-07, 4-19-2005)~~

Rental fees required by this Section and by Section 1-15-3 shall be posted in City Hall, in a prominent place, at all times.

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

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

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

Section V: CODIFICATION. This ordinance shall be codified as Title 2, Chapter 6, Article C, Section 2-6C-7 of the Enid Municipal Code, 2003.

PASSED AND APPROVED by the Mayor and Board of Commissioners on this 6th day of August, 2013.

CITY OF ENID, OKLAHOMA

William E. Shewey, Mayor

(SEAL)

ATTEST:

Linda Parks, City Clerk

Approved as to Form:

City Attorney

ORDINANCE NO. 2013-_____

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2003, CREATING TITLE 1, ENTITLED “ADMINISTRATION,” CHAPTER 15, ENTITLED “SPECIAL EVENTS,” SECTION 1-15-1, ENTITLED “INTENT AND PURPOSE,” TO INCLUDE OBJECTIVES; CREATING SECTION 1-15-2, ENTITLED “DEFINITIONS,” TO DEFINE ALL RELEVANT TOPICS; CREATING SECTION 1-15-3, ENTITLED “PERMIT APPLICATION AND APPROVAL PROCESS,” TO OUTLINE AND EXPLAIN THE PROCESS FOR APPLICATION AND APPROVAL OF ALL SPECIAL EVENTS; CREATING SECTION 1-15-4, ENTITLED “POLICE AND FIRE APPROVALS,” TO OUTLINE THE PROCESS AND THE NECESSARY INFORMATION FOR POLICE AND FIRE APPROVALS; CREATING SECTION 1-15-5, ENTITLED “THE REVIEW DETERMINATION ON APPLICATION,” TO OUTLINE THE APPLICABLE DEPARTMENTS THAT WILL REVIEW AND EXAMINE THE APPLICATION; CREATING SECTION 1-15-6, ENTITLED “APPEAL OF DENIAL OF APPLICATION,” TO OUTLINE THE APPEAL PROCESS FOR APPLICANTS WHO HAVE BEEN DENIED; CREATING SECTION 1-15-7, ENTITLED “APPROVAL AND ISSUANCE OF PERMIT,” TO OUTLINE THE PROCESS BY WHICH APPLICANTS WILL RECEIVE THEIR APPROVAL AND PERMITS; CREATING SECTION 1-15-8, ENTITLED “EVENT ACCESS REQUIREMENTS,” TO INCLUDE ACCESS AND ENTRY REGULATIONS FOR EVENT ATTENDEES, AS WELL AS PROPERTY OWNERS AND DELIVERY PERSONNEL NEEDING ACCESS TO THE AREA; CREATING SECTION 1-15-9, ENTITLED “SAFETY REQUIREMENTS,” TO OUTLINE THE SAFETY AND SECURITY ISSUES THAT MUST BE ADDRESSED BY ALL EVENTS; CREATING SECTION 1-15-10, ENTITLED “HEALTH REQUIREMENTS,” TO OUTLINE THE HEALTH REQUIREMENTS THAT MUST BE ADDRESSED BY ALL EVENTS; CREATING SECTION 1-15-11, ENTITLED “VENDOR PERMIT PROCESS,” TO OUTLINE THE PROCESS THAT ALL VENDORS SELLING GOODS AT AN EVENT MUST ADHERE TO; CREATING SECTION 1-15-12, ENTITLED “EXEMPTION FOR THE CITY OF ENID,” TO INCLUDE A PROCESS FOR EVENTS MEETING COMMUNITY INVOLVEMENT AND ECONOMIC DEVELOPMENT REQUIREMENTS TO BE EXEMPT FROM FEES; CREATING SECTION 1-15-13, ENTITLED “OFFENSE AND PENALTY,” TO INCLUDE PENALTIES FOR THOSE IN VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

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

Section I: That Title 1, Chapter 15, Section 1-15-1 of the Enid Municipal Code 2003 is hereby created to read as follows:

1-15-1: INTENT AND PURPOSE:

The City of Enid finds that unregulated special events may pose a threat to the health, safety, welfare, and environment of the community. Unregulated special events which attract large numbers of patrons and their vehicles can prevent passage of emergency vehicles, obstruct entrances to homes and businesses, and impede the use of streets and sidewalks by the inhabitants. Unregulated special events can create situations which exceed the City's capacity to provide adequately for security, public safety, health, sanitation, parking, water, medical care, lodging and waste disposal. Further, unregulated special events can harm sensitive environmental areas, create noise, congestion, and other nuisances which interfere with the inhabitants' peaceful enjoyment of their homes, businesses, and property. It is the intent of this Ordinance to regulate special events held on dates following the effective date of July 1, 2013. Therefore, the Mayor and Board of Commissioners adopt an Ordinance to regulate special events and mitigate any adverse effects they may cause.

Section II: That Title 1, Chapter 15, Section 1-15-2 of the Enid Municipal Code 2003 is hereby created to read as follows:

1-15-2: DEFINITIONS:

SPECIAL EVENT: An outdoor meeting, festival, gathering, amusement, show, concert, or other activity that is open to the public.

SPECIAL EVENT AREA OR SITE: Any outdoor place which will be maintained, used, or operated for a special event.

OPERATOR: An individual, group of individuals, association, partnership, corporation, firm, company, or property owner who intends to hold or sponsor a special event, but shall not include the City of Enid.

VENDOR: An individual, group of individuals, association, partnership, corporation, firm, company, business or property owner who intends to offer any items, food or services for purchase.

Section III: That Title 1, Chapter 15, Section 1-15-3 of the Enid Municipal Code 2003 is hereby created to read as follows:

1-15-3: PERMIT APPLICATION AND APPROVAL PROCESS:

To obtain a permit, an operator must submit an application to the City of Enid on a form prescribed by the Parks & Recreation Department. The application must be submitted no less than sixty (60) days prior to the proposed date of the event. However, the City of Enid

recognizes some small, informal events may materialize in a short period and are not subject to the sixty (60) day deadline unless they are of a nature, size and logistical challenge as is intended by this ordinance. Exceptions to this deadline will be reviewed on a case-by-case basis, but the spirit and intent of this ordinance shall be observed by all applicants.

An operator must submit the necessary fees as determined by the City of Enid after processing and approval of the permit application. Determination of applicable fees depends on the size and the type of the event, as well as other services needed for the event. These fees may include, but are not limited to: a temporary food service fee, a merchant/vendor license fee, a beer license fee, street closure permit fee, a traffic control fee, a park rental fee, a sanitation fee, a noise variance fee, an electrical permit fee, a sign permit fee, and a building permit fee as applicable. The City of Enid intends to ensure the cost of such events is held to a minimum and will review each application for accommodation of fees.

Recognizing that many special events are unique and present their own special circumstances, the City Manager is authorized to promulgate regulations to meet the intent of this Ordinance and to waive or modify requirements of the Ordinance or regulations to meet unique circumstances of a particular special event.

1. Application: An operator shall provide the following supporting documents for the application:
 - a. A completed application with all applicable information attached to the documentation for review;
 - b. If determined essential to the specific event, a map of the event area showing the location of all street closures, fire lanes, water supplies, points of illumination, tents, trash containers, first aid stations, barricades, booths or vendors, stages or production areas, portable toilets, location of water supplies, points of illumination, tents, trash containers, first aid stations, EMS stations, parking areas, public entry points, and other equipment or materials the operator intends to place in the event area;
 - c. A copy of the promotional literature the operator intends to use to advertise the event;
 - d. The names and contact information of the promoter, the owner, and the sponsors of the event as applicable;
 - e. A certificate of liability insurance in the amount and type of coverage required by the City of Enid naming the City as an additional insured, except that this section is not applicable to any governmental entity that is covered under the Oklahoma Governmental Tort Claims Act, 51 O.S. 2001, Section 151 et seq.; and
 - f. If street closures are involved, the operator must provide a map of the event area.

- i. For property owners and tenants on streets affected by the proposed closure area:
 1. Affected person shall mean those who have a legal right to possession of any premises to which access will be restricted due to said proposed street closure. If there are multiple affected persons in a single building, only one affected person from each unit within the building will be required to sign, acknowledging the effects of any such event.
 2. The original signature of each affected person, including the typed or printed name of the affected person and a notation that the signer either supports or opposes the street closure; and
- ii. The application will not be issued unless the Parks & Recreation Event Coordinator is able to obtain agreements from affected persons supporting the street closure as follows:
 1. In commercially zoned areas, seventy-five percent (75%) of the affected persons whose private parking lots are fully inaccessible must support the street closure. In residentially zoned areas, ninety percent (90%) of the affected persons whose private access drives are fully inaccessible must support the street closure; and
- iii. The operator must comply with all other requirements contained within the street closure application itself.

Section IV: That Title 1, Chapter 15, Section 1-15-4 of the Enid Municipal Code 2003 is hereby created to read as follows:

1-15-4: POLICE AND FIRE APPROVALS

1. The Police Chief or his designee shall review the detailed security plan provided by the operator when requested.
 - a. The plan must provide measures that will be in place to ensure crowd control, protection of public and private property, and include steps to be taken to prevent trespassers from gaining access to the event site.
 - b. The plan must include an explanation of how and when City of Enid police officers or private security officers will be deployed if necessary, and where they will be located during, before, and after the event.
 - c. The Chief of Police or his designee will determine the number of police officers and/or private security officers required based on the number of persons reasonably expected to attend the event and on any other reasonably reliable

information regarding security risks, if any, posed by the proposed special event.

2. The Fire Chief or his designee and a building official or his designee must approve the proposed location and size of any fire lane, booth, tent, stage, and other equipment.
 - a. The Fire Chief or his designee will determine the appropriate level of adequate fire protection equipment and personnel, if any, which will be required to provide adequate fire protection at the special event site.
 - b. Fire Department personnel may conduct a compliance inspection at a permitted event.
3. The Fire Chief or his designee will also be required to approve the use of fireworks and the burning of any materials
4. The Fire Chief or his designee shall review the number and type of emergency medical personnel, services, and equipment provided in the operator's proposed map of the event area if such are anticipated.
 - a. The operator must provide assurance that adequate first aid and emergency medical services are available at the site in light of the nature of the event, its expected duration, and the number of persons reasonably expected to attend.

Section V: That Title 1, Chapter 15, Section 1-15-5 of the Enid Municipal Code 2003 is hereby created to read as follows:

1-15-5: THE REVIEW DETERMINATION ON APPLICATION

1. Once all materials have been submitted for review the Parks & Recreation Event Coordinator will review all completed forms. After the review of all forms the Coordinator will then send the proposed application to the following departments for review:
 - a. Police Department
 - b. Fire Department
 - c. City Clerk's Office
 - d. Engineering Department
 - e. Code Department
 - f. Public Works Streets and Traffic Department
2. Each department must examine the application. If any department does not approve the

application they must submit reasons for denial and allow the applicant to reconcile any issues. If the issues cannot be remediated the application will be denied.

Section VI: That Title 1, Chapter 15, Section 1-15-6 of the Enid Municipal Code 2003 is hereby created to read as follows:

1-15-6: APPEAL OF DENIAL OF APPLICATION

1. An operator who has been denied a permit may make application for relief from portions of this article or from the Special Events Committee’s determination to the City Manager. Such appeal must be made within ten (10) working days from the date of the denial of application and only after all issues relevant to the permit process have been determined. Upon receipt of the appeal, the City Manager will have up to ten (10) working days to grant relief from the denial.

Section VII: That Title 1, Chapter 15, Section 1-15-7 of the Enid Municipal Code 2003 is hereby created to read as follows:

1-15-7: APPROVAL AND ISSUANCE OF PERMIT

1. The Parks & Recreation Event Coordinator shall issue a permit to the operator if the application complies with this chapter and guidelines approved under this chapter, and approves the map of the area showing the location of services, street closures, and equipment for the event.
2. The Parks & Recreation Event Coordinator may not issue a permit until the operator has paid the permit fees associated with the event.
3. The Parks & Recreation Event Coordinator may not issue a permit unless the description of the event in the application and related documents meet all requirements of this Title.

Section VIII: That Title 1, Chapter 15, Section 1-15-8 of the Enid Municipal Code 2003 is hereby created to read as follows:

1-15-8: EVENT ACCESS REQUIREMENTS

1. A permittee may not block a street in a manner that prevents the free movement of pedestrians into and out of the closure area.
2. If an entry fee is charged for an event, a permittee may not charge the fee to:
 - a. A person who resides or operates a business in the event area; or
 - b. A customer of or a person making a delivery to a business or residence in the event area.

3. A permittee shall post a sign at each entrance and exit to the event area visible to all patrons entering the area that includes the amount of the entry fee, if any, and the rules of access to the event. A permittee must post the sign required under this section during the time the entry fee is in effect.

Section IX: That Title 1, Chapter 15, Section 1-15-9 of the Enid Municipal Code 2003 is hereby created to read as follows:

1-15-9: SAFETY REQUIREMENTS

1. The sale of alcoholic beverages of any kind is prohibited within the special event area unless pre-approval is obtained from the City Manager and will be sold by an authorized licensed caterer or a person who has obtained a Garfield County License and/or ABLE License. The operator will exercise due diligence and exert his best efforts to prevent the sale of alcoholic beverages within the special event areas. A permittee shall comply with the all requirements of the Oklahoma Tax Commission, Garfield County Court Clerk's Office, and City of Enid Code of Ordinances, if low-point beer is to be sold at the event.
2. The operator must provide adequate illumination at night to protect the safety of the persons in attendance. Lighting must be adequate to protect safety but must not unduly impact neighboring properties.

Section X: That Title 1, Chapter 15, Section 1-15-10 of the Enid Municipal Code 2003 is hereby created to read as follows:

1-15-10: HEALTH REQUIREMENTS

1. If food or beverages will be sold at the event, all relevant Oklahoma State Department of Health, Garfield County Health Department, and City of Enid regulations must be followed and appropriate licenses must be obtained.
 - a. These requirements include valid food handlers' licenses for each person staffing the booths and compliance with temporary establishment requirements of Oklahoma State Health Department Rule 310:257. Unless the special event is a farmers' market properly registered with the Oklahoma Department of Agriculture, the Department of Agriculture and the Oklahoma State Department of Health.
 - b. To obtain a temporary food license from the City of Enid, a permittee must pay a fee of five dollars (\$5.00) per food vendor expected to operate at the special event. If unexpected or additional vendors participate in the event, the fees for those vendors may be paid up to sixty (60) days following the end of the event.
2. The permittee must arrange for the City of Enid Sanitation Department to provide an adequate number of trash receptacles, and/or dumpsters.

3. If the permittee fails to promptly clean up trash and remove debris from the event site within twenty-four (24) hours from the end of the event or prior to reopening the street whichever is earlier, the City of Enid shall provide the clean up and charge the permittee the incurred costs of the clean up.
4. A permittee shall provide an adequate number of portable toilets based on the estimated number of participants at the event as specified by the Oklahoma Department of Health. A permittee may not place a portable toilet within twenty-five (25) feet of an entryway to an adjacent business or residence, unless the adjacent property owner or tenant approves a distance of less than twenty-five (25) feet.

Section XI: That Title 1, Chapter 15, Section 1-15-11 of the Enid Municipal Code 2003 is hereby created to read as follows:

1-15-11: VENDOR PERMIT PROCESS

1. If the sponsor of the event plans to include individual vendors as part of the event, the sponsor and each vendor must obtain a Special Event Vendor Permit. A Special Event Vendor Permit shall be valid only during the permitted special event.
2. An application for a Special Event Vendor Permit shall be filed, with the appropriate fee, with the Special Event Coordinator. The applicant shall truthfully complete, in full, the information requested on the application:
 - a. The applicant's name, the address of his or her present place of residence, the applicant's business address if it is different than his or her residence, and his or her date of birth;
 - b. The name and address of the person, firm, corporation or association whom the applicant is employed by or represents and the length of time of such employment or representation;
 - c. A description of what the applicant intends to sell;
 - d. The dates for which the applicant requests a Special Event Vendor Permit;
 - e. A statement as to whether an applicant has ever had any permit denied or revoked by the City of Enid or by the State of Oklahoma;
 - f. A statement as to whether the applicant has ever been convicted of the commission of a felony under the laws of any state or Federal law of the United States or whether the applicant is required to register with any governmental unit as a sex offender;
 - g. Verification of payment of sales tax to the Oklahoma Tax Commission;
 - h. Documents from the County Court Clerk's Office that establishes that the business

has complied with State law, in particular, the requirements of posting bond pursuant to 19 O.S. § 1608, if applicable; and

- i. Any such additional information as the Special Event Coordinator (or designee) may deem necessary to process the application.
3. This section applies to all special events held under this chapter, including special events in parks.

Section XI: That Title 1, Chapter 15, Section 1-15-12 of the Enid Municipal Code 2003 is hereby created to read as follows:

1-15-12: EXEMPTION FOR THE CITY OF ENID

1. The City Manager or their designee may waive all fees associated with the event if the application meets the following criteria:
 - a. Special Events for Economic Development:
 - i. Priority is given to projects that demonstrate an ability to generate overnight visitors to Enid. This can be demonstrated through:
 1. Historic information on the number of room nights used the previous years of the same activities;
 2. Prospective information on a room block that has been reserved at area hotels for anticipated overnight guests;
 3. Marketing of programs and activities in the event which will encourage overnight visitors to use local lodging properties.
 - b. Special Events for Community Involvement:
 - i. The event will feature free community entertainment;
 - ii. The event will not require participation fee or entrance fee;
 - iii. Anyone in the community is able to attend and participate;
 - iv. Disruption to traffic is minimal.

Section XIII: That Title 1, Chapter 15, Section 1-15-13 of the Enid Municipal Code 2003 is hereby created to read as follows:

1-15-13: OFFENSE AND PENALTY

1. A person commits an offense if the person violates the terms of a street closure permit, closes a street without a permit, damages or destroys any City of Enid property or violates any provisions of this chapter. Each violation, whether or not committed on the same calendar day, shall be considered a separate offense.
2. The violation of this Chapter shall be punishable by a fine not to exceed One Hundred Dollars (\$100.00) plus costs.
3. A permittee who is convicted of violating the terms of a permit issued under this chapter may not apply for or receive another permit for one (1) year after the date of violation.

Section XIV: REPEALER. All ordinances or parts thereof, which are inconsistent with this ordinance, are hereby repealed.

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

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

Section XVII: CODIFICATION. This ordinance shall be codified as Title 1, Chapter 15, Sections 1-15-1 through 1-15-13 of the Enid Municipal Code, 2003.

PASSED AND APPROVED by the Mayor and Board of Commissioners on this 6th day of August, 2013.

CITY OF ENID, OKLAHOMA

William E. Shewey, Mayor

(SEAL)

ATTEST:

Linda Parks, City Clerk

Approved as to Form:

City Attorney

RESOLUTION DECLARING THE PUBLIC NECESSITY FOR ACQUIRING ALL RIGHTS, TITLE, AND INTEREST IN FEE SIMPLE IN CERTAIN REAL PROPERTY IN THE CITY OF ENID FOR THE PURPOSE OF PROVIDING PUBLIC PARKING, DEVELOPING AND CONSTRUCTING GREEN SPACE; AND AUTHORIZING, INSTRUCTING AND DIRECTING THE CITY ATTORNEY TO COMMENCE CONDEMNATION PROCEEDINGS.

RESOLUTION

WHEREAS, the plans for the downtown Renaissance call for the construction of additional parking and green space between Independence Avenue and Grand Avenue from Garriott Road to Oklahoma Street; and,

WHEREAS, it is deemed a public necessity for the City of Enid to acquire all rights, title, and interest in fee simple to certain real property located at 416 South Grand Avenue in the City of Enid, Garfield County, Oklahoma, more particularly described as follows:

The South Twenty-five (25) feet of the North Fifty (50) feet of Lots Twenty-Eight (28) through Thirty-two (32), inclusive, and the West Ten (10) feet of the North Twenty-five (25) feet of Lot 28, Block Fifty-four (54), Original Townsite of Enid, Garfield County, Oklahoma, according to the recorded plat thereof.

for the purposes set forth above and uses incidental thereto, pursuant to the right of eminent domain as set out in 11 O. S. § 22-104, Title 27 of the Oklahoma Statutes, and 66 O.S. § 51 *et seq.*; and,

WHEREAS, the City of Enid has endeavored to purchase and acquire all rights, title and interest in fee simple to said real property by offering reasonable and just market value compensation to the owner of said real property; and,

WHEREAS, the owner of said property has declined to grant, sell or convey said property to the City of Enid; and,

WHEREAS, it has become necessary to institute condemnation proceedings to acquire fee simple title to said land and to compensate the owner adequately therefore.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Commissioners of the City of Enid, that the City of Enid, pursuant to its right of eminent domain, shall take immediate steps to condemn and acquire fee simple title to said real property for the purposes set forth above.

BE IT FURTHER RESOLVED that the City Attorney of the City of Enid is hereby authorized, instructed and directed to institute condemnation proceedings against the owner of said property and condemn said described property under the right of eminent domain for said purposes; and to take such further legal steps for proceedings as may, in her judgment, be proper

to condemn said real property, acquire all rights, title and interest therein and acquire the immediate possession thereof.

PASSED AND APPROVED this 6th day of August, 2013.

William E. Shewey, Mayor

(SEAL)

ATTEST:

Linda Parks, City Clerk

Approved as to Form and Legality:

Andrea L. Chism, City Attorney

ORDINANCE NO. 2013-_____

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 3, ENTITLED "BUSINESS AND LICENSE REGULATIONS" CHAPTER 11, CURRENTLY ENTITLED "PEDDLERS, SOLICITORS AND ITINERANT MERCHANTS," SECTIONS 3-11-1 THROUGH 3-11-14, TO ALLOW SOLICITORS TO WORK WITHIN THE CITY OF ENID CITY LIMITS RESPONSIBLY AND TO ALLOW THE ENID POLICE DEPARTMENT DISCRETION AND CONTROL OVER SOLICITOUS ACTIVITIES WHEN NECESSARY. FURTHER, TO UPDATE IN ACCORDANCE WITH STATE LAW, CORRECT GRAMMATICAL ERRORS AND MOVE FROM A CLASS SYSTEM OF OFFENSES TO SPECIFIC FINES AND IMPRISONMENT; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.

ORDINANCE

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

Section I: That Title 3, Chapter 3, Section 3-11-1 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

**Chapter 11
PEDDLERS, SOLICITORS AND ITINERANT MERCHANTS**

3-11-1: DEFINITIONS: As used in this chapter, the following terms shall have the meanings ascribed to them in this section:

BUSINESS: Means and includes every unit occupied for commercial or private business purposes by any person contained within any type of building or structure.

REGISTERED SOLICITOR: Means and includes any person who has obtained a valid certificate of registration as described in this chapter. The certificate must be in the possession of the solicitor and/or on his or her person while engaged in soliciting.

RESIDENCE: Means and includes every living unit occupied for residential purposes by any one or more persons contained within any type of building or structure.

SOLICITING: Means and includes any one or more of the following activities:

A. Seeking to obtain or sell orders for the purchase of goods, wares, merchandise, foodstuffs or services of any kind, character or description whatsoever, for any kind of consideration whatsoever.

Deleted: ¶
Deleted: COUPON BOOK SELLER: Any individual, traveling by foot or any means whatsoever, from place to place, from building to building, from house to house, or from street to street; or contacting persons by telephone, taking or attempting to take orders for sales of coupon books which are to be used for discounts or free goods, wares, merchandise, personal property of every nature whatsoever, for future delivery, whether or not such individual has, carries or exposes for sale a sample of the coupon book for sale or whether he is collecting advance payments on such sales or not.
Deleted: ITINERANT MERCHANT OR TRANSIENT STREET VENDOR: Any person engaged in the business or occupation of selling any merchandise, products or services from a temporary indoor or outdoor location obtained from an owner or lease holder or obtained by occupying the location without permission, or by occupying a location on a street right of way. "Itinerant merchant" or "transient street vendor" will not include:¶
A. Participants in wholesale trade shows or conventions, trade fairs, or flea markets;¶
B. Sellers of bibles, agricultural goods, including Christmas trees and firewood, or crafts or items made by hand;¶
C. Participants in fairs and convention center activities conducted primarily for amusement or entertainment;¶
D. Participants in residential garage sales; or¶
E. Individuals who maintain a permanent place of business in this state and has a registered agent therein upon whom process, notice or demand permitted by law may be made.¶
PEDDLER: "Peddler" shall include the words "hawker" and "huckster" and shall mean any person who travels by foot or by any type of conveyance from place to place, or from street to street, carrying, conveying or transporting goods, wares or merchandise of whatsoever nature, offering and exposing the same for sale, or who without traveling from place to place, shall sell or offer the same for sale from any vehicle or conveyance.

B. Seeking to obtain prospective customers for the application for or purchase of insurance of any type, kind or character;

C. Seeking to obtain subscriptions to books, magazines, periodicals, newspapers or any other type of publication;

D. Seeking to obtain gifts or contributions of money, clothing or any other valuable thing for the support or benefit of any charity or association, organization, corporation or project;

E. Selling or offering to sell any goods, wares, merchandise, foodstuffs or services of any kind, character or description whatsoever, from any vehicle or conveyance.

F. Selling or offering to sell any goods, wares, merchandise, foodstuffs or services of any kind, character or description whatsoever, from a temporary indoor or outdoor location, occupied with or without permission from the owner, or by occupying a location on a street right of way.

G. Soliciting shall not include;

1. Participants in wholesale trade shows or conventions, trade fairs, or flea markets when the convention, trade fair or flea market is held in-doors;

2. Participants in residential garage sales;

3. Individuals who maintain a permanent place of business in this State and has a registered agent therein upon whom process, notice or demand permitted by law may be made;

Section II: That Title 3, Chapter 3, Section 3-11-2 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

3-11-2: CERTIFICATE OF REGISTRATION REQUIRED¹; EXEMPTION:

A. Every person, whether acting individually or on behalf of a group or entity, desiring to engage in soliciting, as defined in Section 3-11-1, is required to make written application for and successfully obtain a Certificate of Registration before engaging in any solicitous activity.

B. Employment of Solicitors; No person shall employ any person to engage in solicitation without having obtained a Certificate of Registration. (1994 Code § 29-16)

C. Exemption. Persons soliciting on behalf of public or private schools or religious or eleemosynary institutions.

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SOLICITOR OR CANVASSER: Any individual, traveling by foot or any means whatsoever, from place to place, from building to building, from house to house, or from street to street; or contacting persons by telephone, taking or attempting to take orders for sale of goods, wares, and merchandise, personal property of every nature whatsoever for future delivery, or for services to be furnished or performed in the future, whether or not such individual has, carries or exposes for sale a sample of the subject of such sale or whether he is collecting advance payments on such sales or not. (1994 Code § 29-1) ¶

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Solicitor: No person shall engage in the business of solicitor without first having obtained a solicitor's license, except persons soliciting on behalf of public schools or educational, religious or eleemosynary institutions.¶

B. Peddler: No person shall engage in the business of peddler without first having obtained a peddler's license, except persons peddling on behalf of public schools or educational, religious or eleemosynary institutions.¶

C. Itinerant Merchant/Transient Street Vendor: No person shall engage in the business of itinerant merchant/transient street vendor without first having obtained an itinerant merchant/transient street vendor's license, except persons selling on behalf of public schools or educational, religious or eleemosynary institutions.¶

D. Coupon Book Seller: No person shall engage in the business of coupon book seller without first having obtained a coupon book seller's license, except persons selling on behalf of public schools or educational, religious or eleemosynary institutions

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Deleted: Or Coupon Book Sellers

Deleted: covered by subsection A or D of this section

Deleted: solicitor's business license or a coupon book seller's business license

Section III: That Title 3, Chapter 3, Section 3-11-3 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

3-11-3: APPLICATION FOR CERTIFICATE OF REGISTRATION:

A. An application for a Certificate of Registration shall be filed with the Chief of Police (or designee). The applicant shall truthfully complete, in full, the information requested on this application:

1. The applicant's name, the address of his or her present place of residence and the length of residence at such address; also, the applicant's business address, if it is different than his or her residence address, and his or her social security number;
2. The address of the applicant's place of residence during the past three years, if other than his or her present address;
3. The date of birth and age of the applicant;
4. A physical description of the applicant;
5. The name and address of the person, firm, corporation or association whom the application is employed by or represents, and the length of time of such employment or representation;
6. Whether or not the person, firm, corporation or association whom the applicant is employed by or represents has a Better Business Bureau rating of less than or equal to a "C+";
7. The name and address of the applicant's employer during the past three (3) years, if other than the present employer;
8. A description, sufficient for identification of the subject matter, of the soliciting which the applicant will engage in;
9. The period of time for which the certificate is being applied for;
10. The date, or approximate date, of the last previous application for a Certificate under this section, if any;
11. A statement as to whether a Certificate of Registration issued to the applicant under this Section has ever been revoked or denied;
12. A statement as to whether the applicant has ever been convicted of the commission of a felony under the laws of any state or Federal law of the United States;

Deleted: LICENSE

Deleted: solicitor's, peddler's, itinerant merchant/transient street vendor's or coupon book seller's license

Deleted: sworn to and filed with the city clerk. It shall contain the following

Deleted: A. Full name, description, birth date, and social security number of each individual applicant.¶
¶
B. Address, both permanent and local.¶
¶
C. Nature of business and kinds of goods to be sold, and if applicant is a farmer or truck gardener, whether said goods are produced by him on land he owns, cultivates and controls.¶
¶
D. If employed by another, the name and address of applicant's employer together with a brief description of credentials showing the exact relationship.¶
¶
E. Description and license number or other identification of any vehicle to be used.¶
¶
F. A statement as to whether or not the applicant has been convicted of a felony, the nature of the offense and the punishment or penalty assessed therefor.¶
¶
G. Verification of payment of sales tax to the Oklahoma tax commission.¶
¶
H. Whether merchandise or goods are tax exempt and exemption from Oklahoma sales tax claimed.¶
¶
I. The names of at least two (2) reliable property owners in the city; provided, however, for itinerant merchant/transient street vendors, two (2) reliable property owners from within the state will suffice, who will certify as to the applicant's good character and business responsibility, or other available evidence as to good character and business responsibility of the applicant.¶
¶
J. Documents from the county court clerk's office that establish that the business has complied with state law, in particular the requirements of posting bond pursuant to 19 Oklahoma Statutes section 1608. This provision is to apply only to itinerant merchant/transient street vendors. (1994 Code § 29-17)¶

- 13. A statement as to whether the applicant has ever been convicted of the commission of a misdemeanor under the laws of any state or Federal law of the United States;
- 14. Description and license number or other means of identification of automobiles or means of transportation to be used, if any;
- 15. Verification of payment of sales tax to the Oklahoma Tax Commission;
- 16. Documents from the County Court Clerk's Office that establishes that the business has complied with State law, in particular, the requirements of posting bond pursuant to 19 O.S. § 1608 if applicable; and,
- 17. Any such additional information as the Chief of Police (or designee) may deem necessary to process the application.

B. All statements made by the applicant upon the application shall be under oath and verified by an authorized Notary Public.

C. The Chief of Police shall keep in his or her office an accurate record of every application received and acted upon, together with all other information and data pertaining thereto, and all certificates of registration issued under the provisions of this chapter, together with a record of the denial of any such applications. Applications for certificates shall be numbered in consecutive order as filed, and every certificate issued, and any renewal thereof, shall be identified with the duplicate number of the application upon which it was issued.

D. No certificate of registration shall be issued to any person who has been convicted of the commission of a felony, nor to any person who has been convicted of a misdemeanor (other than traffic offenses), nor to any person who has been in violation of any of the provisions of this chapter, nor to any person whose certificate of registration issued under this chapter has previously been revoked.

Section IV: That Title 3, Chapter 3, Section 3-11-4 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

3-11-4: DENIAL OR ISSUANCE OF CERTIFICATE OF REGISTRATION; REVOCATION; FEE:

Deleted: SOLICITOR'S OR COUPON BOOK SELLER'S LICENSE; APPLICATION

A. The Chief of Police (or designee), after consideration of the application and all other relative information, shall deny the application if the applicant does not possess the qualifications for such certificate, and if the issuance of a certificate of registration to the applicant would not be in accord with the intent and purpose of this chapter. Endorsement shall be made by the Chief of Police upon the application or upon the denial of the

Deleted: An application for a solicitor's business license or a coupon book seller's business license shall be sworn to and filed with the city clerk. It shall contain the following:¶
¶

Deleted: Name and description of applicant, and, if applicable, corporation, business or firm represented

application. When the applicant is found to be fully qualified, a certificate of registration shall be issued.

B. Any certificate of registration shall be revoked by the Chief of Police (or designee) if the holder of the certificate is convicted of a violation of any of the provisions of this chapter, or if he or she has made a false material statement in the application or otherwise becomes disqualified for the issuance of a certificate of registration under the terms of this chapter. Immediately upon such revocation, written notice shall be given by the Chief of Police to the holder of the certificate, in person or by certified U.S. Mail addressed to such holder's residence address as set forth in the application.

C. Immediately upon the giving of such notice, the certificate of registration shall become null and void.

D. The certificate of registration shall state the effective date and expiration date, and the applicant, at the time of the issuance of said certificate, shall pay the sum of \$25.00 per month or \$5.00 per day for each day within and including such dates.

Section V: That Title 3, Chapter 3, Section 3-11-5 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

3-11-5: OCCUPANT TO DETERMINE STATUS OF SOLICITOR AS INVITEE:

A. The occupant or occupants of the residences and businesses in this municipality shall make the determination as to whether solicitors shall be, or shall not be, invited to their respective residences or businesses.

B. It is unlawful for any person to go upon any premises and ring the doorbell upon or near any door, or create any sound in any other manner calculated to attract the attention of the occupant of such residence, for the purpose of securing an audience with the occupant and engaging in soliciting as defined in Section 3-11-1, in defiance of the notice exhibited at the residence in accordance with the provisions of this chapter.

Section VI: That Title 3, Chapter 3, Section 3-11-6 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

3-11-6: POSTING OF NOTICE PROHIBITING SOLICITATION:

A. A weatherproof card, approximately three inches by four inches (3" x 4") in size, shall be exhibited upon or near the main entrance door of the business or residence, indicating such determination by the occupant, as follows: "NO SOLICITORS." The letters shall be at least one-third of an inch in height. Any card in substantial compliance with the requirements listed herein shall suffice to satisfy this section.

Deleted: Address of applicant, both permanent and local, and, if applicable, address of corporation, business or firm represented

Deleted: A description of the nature and type of business to be carried on, including kinds of goods to be sold. For coupon book sellers, a copy of all contracts with merchants for delivery of goods and services. For solicitors and coupon book sellers, a copy of the sales pitch shall be furnished the city if one is to be made over the telephone

Deleted: Description and license number or other means of identification of automobiles or means of transportation to be used, if any

Deleted: E. The names of at least two (2) reliable property owners in the city who will certify as to the applicant's good character and business responsibility, or other available evidence as to good character and business responsibility of the applicant.¶

¶ F. A statement as to whether or not the applicant or any employees of the applicant have been convicted of any crime or misdemeanor or violation of any municipal ordinance and if so, the nature of the same and punishment assessed therefor.¶

¶ G. Verification of payment of sales tax to the Oklahoma tax commission.¶

¶ H. Whether merchandise or goods are tax exempt and the exemption from Oklahoma and local sales tax claimed.¶

¶ I. The names, addresses and description of all solicitors and peddlers employed by applicant. (1994 Code § 29-18)¶

Deleted: INVESTIGATION AND ISSUANCE

Deleted: Investigation: Upon receipt of the application for a solicitor's license, solicitor's business license, coupon book seller's license, or coupon book seller's business license, the chief of police shall cause such investigation of the applicant's business and moral character to be made as he deems necessary for the protection of the public

Deleted: Denial Of License: If, as a result of such investigation, the applicant's character and business responsibility are found to be unsatisfactory, the chief of police shall so endorse on the application and return it to the director of finance, and no license shall be issued

Deleted: C. Issuance Of License: If, as a result of such investigation, the character and business responsibility of the applicant are found to be satisfactory, the chief of police shall so endorse on the application and return it to the director of ... [1]

Deleted: LICENSE FEE

Deleted: No person shall be issued a solicitor's, peddler's, itinerant merchant/transient street vendor's or a coupon book seller's license until he pays a license fee in the amount provided in subsection 2-6B-9A of this code to the director of finance

B. Such card so exhibited shall constitute sufficient notice to any solicitor of the determination by the occupant of the residence, (1994 Code § 29-20)

Deleted: No person shall be issued a solicitor's business license or coupon book seller's business license until he pays a fee in the amount provided in subsection 2-6B-9B of this code to the director of finance

Section VII: That Title 3, Chapter 3, Section 3-11-7 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

3-11-7: COMPLIANCE WITH NOTICE REQUIRED; DUTY TO DEPART FROM PREMISES:

Deleted: TERM OF LICENSE

A. It shall be the duty of every solicitor, upon approaching any business or residence, to be governed by the statement contained on the notice described in Section 3-11-6. If a notice is posted, a solicitor shall immediately and peacefully depart from the premises.

Deleted: Any license issued pursuant to the terms of this chapter shall expire one year from the date of its issuance, except itinerant merchant/transient street vendor licenses. Itinerant merchant/transient street vendor licenses are valid for a period of ninety (90) days from the date of its issuance. Such licenses may be renewed for an additional ninety (90) day period. (1994 Code § 29-22)

B. Any solicitor who has gained an audience with any occupant of any business or residence, even if previously invited in, shall immediately and peacefully depart from the premises when requested to do so by the occupant.

Section VIII: That Title 3, Chapter 3, Section 3-11-8 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

3-11-8: DISPLAY OF CERTIFICATE OF REGISTRATION: Solicitors shall exhibit their Certificate of Registration immediately upon the request of any person. (1994 Code § 29-23)

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Section IX: That Title 3, Chapter 3, Section 3-11-9 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

Deleted: , peddlers, itinerant merchant/transient street vendors and coupon book sellers employing solicitors, peddlers, itinerant merchant/transient street vendors and coupon book sellers

3-11-9: CERTIFICATE OF REGISTRATION TRANSFER: No Certificate of Registration issued under the provisions of this chapter shall be transferable. (1994 Code § 29-24)

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Section X: That Title 3, Chapter 3, Section 3-11-10 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

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3-11-10: EMPLOYER LIABILITY: For purposes of the suspension or revocation of a solicitor's Certificate of Registration, it shall be sufficient to show that any solicitor or seller in the employ of such license holder has violated any provisions of this chapter. (1994 Code § 29-21)

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Deleted: business license or a coupon book seller's license

Section XI: That Title 3, Chapter 3, Section 3-11-11 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

3-11-11: HOURS OF SOLICITING: It is unlawful for any person, whether registered under this chapter or not, to go upon any premises and ring the doorbell upon or near any door of a residence, or rap or knock upon any door, or create any sound in any other manner calculated to attract the attention of the occupant of such residence, for the purpose of securing an audience with the occupant and engaging in soliciting as defined in Section 3-11-1, prior to 11:00 a.m. or

Deleted: EXCEPTION FOR INTERSTATE COMMERCE

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after 6:00 p.m. on Monday through Saturday, or at any time on a Sunday or national holiday. Such actions shall constitute a trespass and a nuisance.

Section XII: That Title 3, Chapter 3, Section 3-11-12 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

3-11-12: RIGHT TO APPEAL CERTIFICATE OF REGISTRATION DENIAL/REVOCAION: Any person denied a Certificate of Registration, or a person who has received notice of revocation, may appeal to the Mayor and Board of Commissioners by filing notice thereof with the City Clerk within five (5) days of the denial. The Mayor and Board of Commissioners shall render a decision at a regular meeting held within thirty (30) days of receipt of appeal. (1994 Code § 29-2)

Section XIII: That Title 3, Chapter 3, Section 3-11-13 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

3-11-13: FRAUD; PROHIBITED ACTS: It shall be unlawful and an offense for any solicitor;

- A. To harass, threaten, coerce, or otherwise unreasonably apply duress to any citizen or otherwise breach the peace while attempting to perform the services of a solicitor;
- B. To fail to provide any goods or services which have been paid for, in full or in part;
- C. To defraud, trick, cheat or otherwise mislead any person into subscribing for, or purchasing, any goods or service when the solicitor knows or should know that the goods or service will not be provided or delivered. (1994 Code § 29-2)

Section XIV: That Title 3, Chapter 3, Section 3-11-14 of the Enid Municipal Code, 2003, is hereby created to read as follows:

3-11-14: VIOLATIONS:

- A. The violation of any of these Sections of Subsections shall be punishable by a fine not to exceed Five Hundred Dollars (\$500.00) plus costs.
- B. Each violation, whether or not committed on the same calendar day, shall be considered a separate offense.

Footnotes - Click any footnote link to go back to its reference.

Footnote 1: State law reference - authority to license solicitors, 11 OS § 22-106, 107.

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

Section XVI: Savings Clause. Nothing in this ordinance hereby adopted shall be construed to affect any suit or proceedings now pending in any court, or any rights acquired or liability

Deleted: If any individual, whether a solicitor, peddler, itinerant merchant/transient street vendor or coupon book seller is engaged in interstate commerce, the individual must bring in proof of the interstate commerce nature of his business to the director of finance. The director of finance will make a determination of whether or not the business does involve interstate commerce. If it does, a license will be issued and the fee will be waived. If not, the individual can be licensed pursuant to the licensing requirements in this chapter. A denial of the interstate commerce exception of the fee process may be appealed to the mayor and board of commissioners pursuant to the procedures established in section 3-11-12 of this chapter. (1994 Code § 29-25)¶

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incurred, nor any cause or causes of action accrued or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired or affected by this ordinance.

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

Section XVIII: Codification. This ordinance shall be codified as Title 3, Chapter 11, Sections 3-11-1 through 3-11-14 of the Enid Municipal Code, 2003.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this 6th day of August, 2013.

CITY OF ENID, OKLAHOMA

William E. Shewey, Mayor

(SEAL)

ATTEST:

City Clerk, Linda Parks

Approved as to Form and Legality:

Andrea L. Chism, City Attorney

C. Issuance Of License: If, as a result of such investigation, the character and business responsibility of the applicant are found to be satisfactory, the chief of police shall so endorse on the application and return it to the director of finance who shall then issue the license upon payment of the required fee. (1994 Code § 29-19)

RESOLUTION

A RESOLUTION SUPPORTING MAIN STREET ENID'S PARTICIPATION IN THE 2013-2014 OKLAHOMA MAIN STREET CENTER

WHEREAS, the Oklahoma Main Street Center has been established in the Oklahoma Department of Commerce to assist small towns and cities to develop a public/private effort to revitalize their "Main Street" areas; and,

WHEREAS, the downtown area of the City of Enid, Oklahoma, desires to continue participating in the Oklahoma Main Street Center.

NOW, THEREFORE, BE IT RESOLVED by the City of Enid by and through its Mayor and Board of Commissions as follows:

SECTION 1. That the City of Enid supports the participation in the 2013-2014 Oklahoma Main Street Center with the specific goal of revitalizing the central business district using the Main Street 4-Point ApproachTM to economic revitalization.

SECTION 2. That the City of Enid understands that the main Street Approach is a long-term process that results in continual effort to maintain and enhance the downtown commercial district.

PASSED AND APPROVED this 6th day of August, 2013.

The City of Enid, Oklahoma

William E. Shewey, Mayor

(SEAL)

ATTEST:

Linda Parks, City Clerk

Approved as to Form and Legality:

Andrea L. Chism, City Attorney

ORDINANCE 2013-_____

AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 2, ENTITLED "FINANCE AND TAXATION," CHAPTER 6, ENTITLED "FEE SCHEDULE," ARTICLE E, ENTITLED "UTILITIES FEES AND CHARGES," SECTION 2-6E-5, ENTITLED "WATER RATES AND CHARGES," TO UPDATE THE CODE TO REFLECT CURRENT WATER RATES; AND AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 8, ENTITLED "UTILITIES," CHAPTER 2, ENTITLED "WATER SYSTEM," SECTION 8-2-15, ENTITLED "CONSERVATION AND WASTE OF WATER," TO AMEND EMERGENCY WATER CONSERVATION RATES; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

ORDINANCE

Section I: That Title 2, Chapter 6, Article E, Section 2-6E-5 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

2-6E-5: WATER RATES AND CHARGES:

A. Rates Enumerated: The rates and charges established in section [8-2-4](#) of this code shall be as follows:

1. Residential:

Rates inside City limits (amount in gallons of water service):

| | | |
|---|----------------|---------------|
| Minimum of 1,000 gallons | \$ <u>9.91</u> | Deleted: 9.39 |
| Price per 1,000 gallons over first 1,000 gallons to 6,999 gallons | <u>2.68</u> | Deleted: 2.38 |
| Price per 1,000 gallons thereafter | <u>4.39</u> | Deleted: 4.16 |

Rates outside City limits (amount in gallons of water service):

| | | |
|---|--------------|----------------|
| Minimum of 1,000 gallons | <u>16.11</u> | Deleted: 15.27 |
| Price per 1,000 gallons over the first 1,000 to 6,999 gallons | <u>2.68</u> | Deleted: 2.38 |
| Price per 1,000 gallons thereafter | <u>4.39</u> | Deleted: 4.16 |

The above minimum rates shall be paid whether or not the specified number of gallons is used.

B. Discount For Multiple Charging Units To Compensate For Vacancies:

1. Residential: An account that has multiple charging units as defined in section 8-1-14 of this code, on a common water meter and/or combined billing shall pay eight dollars ninety-one cents (\$8.91) per charging unit regardless of vacancy rate for residential service inside the city limits, for water billed. The account will receive a separate one thousand (1,000) gallon minimum for each charging unit regardless of vacancy rate.

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2. Commercial, Industrial And Institutional: An account that has multiple charging units, as defined in section 8-1-14 of this code, on a common water meter and/or combined billing shall pay seventeen dollars eighty-four cents (\$17.84) per charging unit regardless of vacancy rate for commercial, industrial or institutional services inside the city limits, for water billed. The account will receive a separate one thousand (1,000) gallon minimum for each charging unit regardless of vacancy rate.

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C. Mobile Home Parks: All water in excess of the aforementioned minimums shall be charged at the above scheduled rates; provided, however, the owner of a mobile home park who has elected to license less than the total number of lots available at the site of such park shall pay nine dollars ninety-one cents (\$9.91) minimum per charging unit for the first one thousand (1,000) gallons used per licensed mobile home. If the owner of a mobile home park has not licensed such park, the owner shall pay nine dollars ninety-one cents (\$9.91) minimum per lot available.

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D. Incorporated Entities: Political subdivisions, rural water districts and associations, or similar entities incorporated for the purpose of supplying customers or residents with water service, receiving water from the city through a common water meter, shall pay four dollars thirty-nine cents (\$4.39) per one thousand (1,000) gallons furnished. An agreement to supply water to such user shall be by formal contract.

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E. Users Not Specifically Designated: All users not specifically designated by this section shall pay the residential water rate for such water usage.

F. Report: A report of these rates shall be presented to the city council annually during the budgeting cycle or as often as directed by the council.

G. Annual Increase Of Rates:

1. The price per thousand gallons of water for industrial, institutional and commercial accounts shall increase each year on January 1 in the following manner:

.....
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| | |
|------|------|
| 2014 | 2.98 |
| 2015 | 3.25 |

The price per thousand gallons of water for residential accounts for consumption up to six thousand nine hundred ninety nine (6,999) gallons shall increase each year on January 1 in the same manner as industrial, institutional and commercial accounts. Beginning in 2016, these rates will increase annually effective January 1 of each year by the annual social security adjustment, which is based upon the consumer price index, but in no event shall the increase be less than zero percent (0%).

2. All other rates and fees charged pursuant to this section shall increase by 5.5 percent annually, effective January 1 of each year beginning in 2010.

H. Emergency Water Conservation Rates: When the mayor and board of commissioners find that it is necessary to institute emergency water conservation measures, the rates in this section shall not apply and shall be replaced by the emergency water conservation rates listed in section [8-2-15](#) of this code. (Ord. 2012-16, 8-7-2012)

Section II: That Title 8, Chapter 2, Section 8-2-15 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

8-2-15: CONSERVATION AND WASTE OF WATER:

A. Preventing Waste; Maintaining Lines And Fixtures: All persons using water from the water system shall exercise reasonable measures to prevent the wanton or negligent waste thereof and prevent threats to the health, safety, or welfare of the public by maintaining all private water lines and pipe between the outlet side of the water meter and all fixture openings in watertight and nonleaking condition and in accordance with all city standards and specifications.

B. Cutoff Valve: Such persons shall install and maintain an approved cutoff valve in the private supply line for use in shutting off water during the periods that repairs in any private water lines are necessary.

| C. Owner or Occupant Responsibility: All such repairs, and all maintenance and the expense thereof shall be the responsibility of the owner or occupant of the premises affected. Deleted: O

| D. Failure to Make Repairs; Termination Of Service: If any owner or occupant fails or refuses to make or cause to be made such repairs as necessary to stop a leaky condition, his failure or refusal shall be cause for the temporary termination by the City of water services at the premises. Deleted: T
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| E. Notice of Termination Of Service: The City shall provide the owner or occupant twenty four (24) hours' notice prior to the termination of water service hereunder. Deleted: O
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F. Proof of Making Repairs: Should said necessary repairs be made by a licensed plumber or should arrangements be made by and between the owner or occupant and a licensed plumber for said necessary repairs to be made within a time period acceptable to the Utility Billing Director or his designated representative, and should said necessary repairs or arrangements for repairs be reasonably verifiable by the Utility Billing Director within said twenty four (24) hour notice period, then service to said premises shall not be terminated hereunder. However, should said necessary repairs not have been made pursuant to the standards, specifications, and requirements of the City, or should said repairs not have been made within a reasonable time pursuant to said arrangements, then said water service may be terminated without further notice.

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G. Conservation Requirement: Upon direction by City of Enid staff to conserve water during a drought or to prevent a water shortage, citizens must comply by reducing their water consumption as described herein:

- Deleted: city

Phase 1: Persons with residences or commercial buildings on the even numbered sides of the street may only water their lawns on even numbered days, and persons with residences or commercial buildings on the odd numbered sides of the street may only water their lawns on odd numbered days.

Phase 2: In addition to the restrictions in phase 1, no sprinkler systems or sprinklers are allowed. Outside watering is restricted to hand held watering only, no more than one (1) hour per day. Commercial and industrial users may be contacted to decrease consumption.

Phase 3: In addition to the restrictions in phases 1 and 2, the following emergency water conservation rates shall commence and shall continue until the City Manager finds that the emergency is over.

- Deleted: city manager

1. Emergency Water Conservation Residential Rates:

Rates for all residential customers (amount in gallons of water service):

| | | |
|---|---------------|--|
| Minimum of 1,000 gallons | <u>\$9.91</u> | Deleted: 9.39 |
| Price per 1,000 gallons over first 1,000 gallons to 6,999 gallons | <u>2.68</u> | Deleted: 1.50 |
| Price per 1,000 gallons over first 6,999 gallons to <u>10,999</u> gallons | <u>4.39</u> | Deleted: 4.16 Deleted: 15,999 |
| Price per 1,000 gallons thereafter | <u>10.55</u> | Deleted: 10.00 |
| | | Deleted: . Emergency water conservation commercial, industrial and institutional rates:¶ |
| | | Deleted: Rates inside city limits (amount in gallons of water service):¶ |

2. Emergency water conservation rate for irrigation meters:

Residential irrigation meters (with meter on property where there is a household meter):

Price per 1,000 gallons for 6,999 gallons or less 2.68
Price per 1,000 gallons over first 6,999 gallons to 10,999 gallons 4.39

Price per 1,000 gallons over first 10,999 gallons 10.55

Irrigation meters on property without a household meter:

Base rate for first 1,000 gallons 9.91

Price per 1,000 gallons for 1,001 to 6,999 gallons 2.68

Price per 1,000 gallons over first 6,999 gallons to 10,999 gallons 4.39

Price per 1,000 gallons over first 10,999 gallons 10.55

Commercial, industrial, and institutional rates:

Price per 1,000 gallons for 6,999 gallons or less 2.68

Price per 1,000 gallons over first 6,999 gallons to 33,999 gallons 4.39

Price per 1,000 gallons over first 33,999 gallons 10.55

H. Yearly Increases: The emergency water conservation rates for residential and commercial, industrial, and institutional customers shall increase each year proportionately to the increases in the regular rates in section 2-6E-5 of this code.

I. Violation of Emergency Water Conservation Measures: No person shall fail to comply with the City's request to conserve water as described above. Upon receiving information that a citizen has not complied, the City Attorney's office may file a charge in municipal court for "violation of water conservation ordinance", the punishment of which may

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- Deleted: 18.79
- Deleted: Price per 1,000 gallons over the first 1,000¶
- Deleted: 2.38
- Deleted: Price per 1,000 gallons over monthly average¶
- Deleted: 3.38
- Deleted: Rates outside city limits:¶
- Deleted: Minimum of 1,000 gallons¶
- Deleted: 30.53
- Deleted: Price per 1,000 gallons over first 1,000 gallons¶
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- Deleted: regular
- Deleted: 2
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- Deleted: 2
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- Deleted: 10.00

- Deleted: 0
- Deleted: city
- Deleted: city attorney

result in a fine up to one hundred dollars (\$100.00), plus costs, for each day the defendant violates this subsection. (Ord. 2012-16, 8-7-2012)

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

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

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

Section VI: CODIFICATION. This ordinance shall be codified as Title 2, Chapter 6, Article E, Section 2-6E-5 and Title 8, Chapter 2, Section 8-2-15, of the Enid Municipal Code, 2003.

PASSED AND APPROVED by the Mayor and Board of Commissioners on this 6th day of August, 2013.

CITY OF ENID, OKLAHOMA

William E. Shewey, Mayor

(SEAL)

ATTEST:

City Clerk

Approved as to Form and Legality

City Attorney

EMERGENCY RESOLUTION

CONSIDER A RESOLUTION AUTHORIZING THE PURCHASES AND REPAIRS FOR SANITARY SEWER SYSTEM, PROJECT NO. E-1401 AND DECLARING AN EMERGENCY.

RESOLUTION

WHEREAS, the City of Enid has the obligation to maintain operation of the City of Enid's public sanitary sewer system; and,

WHEREAS, the City of Enid holds a permit with the Oklahoma Department of Environmental Quality requiring treatment of waste water; and,

WHEREAS, the discharge of untreated waste water from the sanitary sewer system can be a hazard to the public health, safety and welfare of residents of the City of Enid; and,

WHEREAS, a sudden unexpected and unforeseen occurrence has resulted in the discharge of waste water at breaks in a 36" diameter public sanitary sewer line on City of Enid property just east of South 10th Street; and Boggy Creek.

WHEREAS, the City of Enid has taken emergency steps to stop and control the discharge; and,

WHEREAS, contract services are required to control waste water discharge and will be required to make repairs to the sanitary sewer system in order to protect the public.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID THAT:

1. An emergency is declared.
2. The Mayor and Board of Commissioners concur with emergency purchases made to control waste water discharge.
3. The Mayor and Board of Commissioners authorize the City Manager to contract for emergency repairs to the City of Enid sanitary sewer system as required to stop, control, and prevent future discharge of untreated waste water from the public system at the 10th Street and Boggy Creek sanitary sewer site.

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, and an emergency is hereby declared to exist. By reason thereof, this Resolution shall take effect and be in full force and effect after its passage, as provided by law.

PASSED AND APPROVED on this 6th day of August, 2013.

THE CITY OF ENID, OKLAHOMA

William E. Shewey, Mayor

[SEAL]

ATTEST:

Linda Parks, City Clerk

Approved as to Form and Legality:

Andrea L. Chism, City Attorney

ANNUAL REPORT

City of Enid Special Sales Tax Oversight Committee

July 2013

The Special Sales Tax Oversight Committee was created by the City Commission on April 17, 2001 to oversee the expenditure of the special sales tax funds and verify that those funds are used for their intended purpose. Current committee members are: Jerry Allen, Mark Keefer, Jason Turnbow, George Stover, Marion Wanzer, Ron Janzen, Douglass Griffith, and Jerry Whitney. This report is presented as the Annual Report to the City Commission for the period of July 1, 2012 to June 30, 2013 by the Special Sales Tax Oversight Committee.

SECTION 1 – PUBLIC SAFETY TAX – FIRE DEPARTMENT (EFD)

1.1 BACKGROUND

In the Budget year 2000-2001 the needs of the Enid Fire and Police Departments were greater than the revenues that were allocated to each department. The Fire Department had three engines that were over twenty years old and an outdated undersized sub-station. We were losing firefighters to other cities because of wages. To continue to operate we were considering closing a fire station and having a reduction in force. On February 13, 2001, the voters of Enid approved a perpetual quarter cent sales tax to be evenly split between the Police and Fire Department. The Public Safety Sales Tax now generates approximately \$1,025,000 per year for each department. The Oklahoma State Tax Commission began collecting the tax April 1, 2001. On April 17, 2001, a Special Sales Tax oversight Committee was appointed to oversee the expenditure of funds from all special sales taxes levied by the City of Enid. This report is the current status for the one-eighth sales tax dedicated to the Fire Department.

1.2 FINANCIAL STATEMENT

Revenues for the one-eighth cent sales tax collected beginning April 1, 2001 through June 2013 are \$10,483,408 after 145 months. The ordinance requires that at least 30% of this sales tax must be used for capital purchases (i.e. fire engines, fire stations, staff vehicles etc.). As of this date we have spent \$6,080,811.19 on capital outlay items or 58% of the collected sales tax as shown in "Exhibit B".

1.3 CAPITAL OUTLAY PROJECTS

- **CONTRACT AWARD FOR SCBA UPGRADE KITS - \$71,856.00**

48 upgrade kits were purchased from Wayest Safety, LLC. This upgrade ensured that SCBAs were compliant with the NFPA 2007 and extend the life of these air pacs for five to seven more years.

- **STAFF VEHICLE - \$24,740**

Funds were used to purchase a half ton 4X4 2013 Chevrolet Silverado for replacement of a 2003 Ford Expedition. Northcutt Chevrolet provided through the competitive bid process.

- **COMPUTERS - \$32,556.43**

The Enid Fire Department continues the process of updating all computers and software to exceed 2012 standards. These upgrades include the purchase of twenty (12) new Dell computers and upgrading software from Windows 98 to Windows 7. Upgrades were also added for our NFIRS, Pictometry, and Firehouse softwares.

- **CONCRETE REPLACEMENT - \$77,314.16**

Replacement of deteriorated concrete was completed on the North side of the apparatus bay at Station 1. An encumbrance of the Public Safety Sales Tax collected last year is dedicated to the front drive replacement at Station 5, on N. Garland. This project is expected to begin in the second week of July, 2013.

1.4 PROJECT STATUS FROM VOTER HANDBILL

PROJECT STATUS FROM VOTER HANDBILL

- | | |
|--|-----------|
| • Replace Station #2 | completed |
| • Replace Engine #34 | completed |
| • Replace 3 Staff Vehicles | completed |
| • Replace 4 Grass Rigs | completed |
| • Replace Engine #31 | completed |
| • Maintain current level of Protection | completed |
| • Maintain Competitive wages | ongoing |

1.5 SUMMARY

The initial purpose of the Public Safety Sales Tax was to prevent higher property insurance rates, loss of essential firefighters, replace two fire engines, four new grass rigs, 3 staff vehicles, build a new Station No. 2 in the North part of Enid and maintain competitive wages for the firefighters.

The Public Safety Sales Tax is perpetual and is imperative for adequate planning for and replacement of equipment and facilities. Available funds for competitive wages will ensure a seasoned, well trained work force for the future. The quality of the service provided to the citizens of Enid is very dependent on the continuation of this tax and the prudent spending of the funds.

The Public Safety Sales Tax has enabled the department to build a fund that is necessary for the future needs that are required to provide quality, professional fire protection for our community. At present, funds are available for the land acquisition, design of, and construction of a new fire station to replace our existing aging Station 4.

The Public Safety Sales Tax has been in effect for 145 complete months. The Fire Department has received \$10,483,408 to date.

SECTION 2 - PUBLIC SAFETY TAX – POLICE DEPARTMENT (EPD)

2.1 BACKGROUND

In February 2001, the residents of Enid voted to approve a one-quarter cent sales tax devoted specifically to Public Safety. The ordinance supporting this Public Safety sales tax stated that the revenue, estimated to be approximately \$1,250,000 annually, would be divided equally between the Police and Fire Departments. The ordinance also required that thirty percent of the sales tax revenues be dedicated to capital outlay expenses. Collection of the sales tax began in April 2001.

In fiscal year 2012-13 the Police Department has maintained the take home vehicle program to be able to place police vehicles in the city neighborhoods and has purchased twelve (12) replacement patrol vehicles and one (1) Chevrolet Tahoe to replace a K-9 vehicle. The Police Department also purchased two (2) Ford F-150 trucks to replace an animal control vehicle and an old maintenance vehicle. The Police Department purchased a new John Deere UTV that is being utilized to patrol during the downtown events as well as patrolling the new trail system.

The Enid Police Department completed a renovation to the animal control shelter by installing fencing for the animal run as well as three fence pins for viewing of the animals up for adoption.

2.2 FINANCIAL STATEMENT

For the fiscal year ended June 30, 2013, the Police Department has realized a total of \$1,172,181.68 in Public Safety Sales tax revenue. This was \$147,181.68 over the projected amount of \$1,025,000.00. In FY 2012-13 Public Safety Sales tax expenditures were \$340,155.35 as shown in "Exhibit C".

2.3 PROJECTS

- **POLICE VEHICLES - \$249,556.71**

Twelve (12) Ford Crown Victoria police interceptor units were purchased from the Missouri Highway Patrol to replace very high mileage vehicle. These funds were also used to purchase a 2010 Chevrolet Tahoe for the K-9 Unit, two (2) Ford F-150 trucks and a John Deere UTV.

- **VEHICLE EQUIPMENT - \$37174.24**

These funds were expended to equip each of the above listed vehicles with required safety equipment. This also included \$6870.00 worth of new radio equipment. Further break down can be seen in Exhibit "D"

- **BUILDING IMPROVEMENT (Animal Control) - \$33,491.25**

These funds were expended to fence an area at the animal control shelter to provide the animals with a "dog" run as well as three pins used for viewing animals that are up for adoption. These funds were also expended to replace the flooring in the police reporting area of the police department. Further break down can be seen in Exhibit "D"

- **COMPUTERS - \$19,933.15**

The Enid Police Department continues the process of updating all computers and software to exceed 2012 standards. These upgrades include twenty (20) new Dell computers, upgrading software to update from Windows 98 to Windows 7.

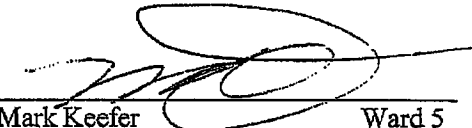
ATTACHMENTS:

- Exhibit A – Sales Tax Revenue Report
- Exhibit B – Summary of Capital Outlay – Fire Department
- Exhibit C – Summary of Capital Outlay – Police Department


The Oversight Committee finds that the proceeds of the quarter cent Public Safety Tax were spent in accordance with the ordinances approved by the voters, used for their intended purpose and do hereby present this Annual Report to the City Commission. This Committee expresses its appreciation for being selected to provide this public service. We thank the Mayor and Board of Commissioners and the public for their support in this endeavor.

OVERSIGHT COMMITTEE MEMBERS:


Jerry Allen Ward 1


Mark Keefer Ward 5


Jason Turnbow Ward 2


George Stover Ward 6

Marion Wanzer Ward 3

Ron Janzen Council Rep

Douglas Griffith Ward 4

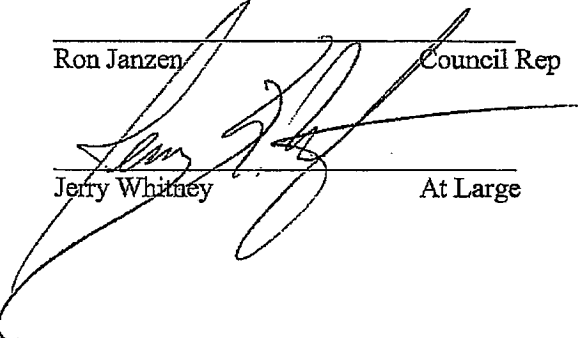

Jerry Whitney At Large

EXHIBIT A

REVENUES FROM 1/8 CENT SALES TAX - 2012-2013

| Month | POLICE DEPT. | FIRE DEPT. |
|--------------|------------------------|------------------------|
| Jul-12 | \$ 97,024.55 | \$ 97,024.55 |
| Aug-12 | \$ 96,852.27 | \$ 96,852.27 |
| Sep-12 | \$ 98,893.26 | \$ 98,893.26 |
| Oct-12 | \$ 98,475.41 | \$ 98,475.41 |
| Nov-12 | \$ 87,487.69 | \$ 87,487.69 |
| Dec-12 | \$ 96,589.52 | \$ 96,589.52 |
| Jan-13 | \$ 108,417.95 | \$ 108,417.95 |
| Feb-13 | \$ 103,771.05 | \$ 103,771.05 |
| Mar-13 | \$ 92,159.23 | \$ 92,159.23 |
| Apr-13 | \$ 97,322.48 | \$ 97,322.48 |
| May-13 | \$ 90,175.37 | \$ 90,175.37 |
| Jun-13 | \$ 105,012.90 | \$ 105,012.90 |
| | \$ 1,172,181.68 | \$ 1,172,181.68 |

EXHIBIT B

FY 2012-2013 FIRE DEPARTMENT CAPITAL OUTLAY

| ITEM | AMOUNT |
|---|---------------------|
| 2013 GMC Pickup | \$24,740.00 |
| SCBA Upgrade Kits | \$71,856.00 |
| Telestaff Scheduling/Kronos time clocks, software and support | \$11,218.00 |
| Combiner/multicoupler for Radio Tower | \$13,014.00 |
| Rescue Equipment (our cost from grant) | \$13,666.00 |
| Computer equipment/software | \$21,957.16 |
| Station 1 concrete replacement | \$49,776.00 |
| 11 computers | \$10,599.27 |
| 3 air conditioner units | \$11,157.00 |
| Station 5 concrete replacement | \$27,548.16 |
| TOTAL | \$255,531.59 |

| | |
|---|-------------------------|
| TOTAL SAFETY SALES TAX RECIEPTS APRIL 2001 - JUNE 2013 | \$ 10,483,408.03 |
| TOTAL CAPITAL EXPENDITURES APRIL 2001 - JUNE 2013 | \$ 6,080,811.19 |
| PERCENT EXPENDED ON CAPITAL OUTLAY (MINIMUM 30%) | 58.0% |

EXHIBIT C

FY 2012-2013 POLICE CAPITAL OUTLAY

| ITEM | AMOUNT |
|--|---------------------|
| Police Fleet Vehicles/tags | \$249,556.71 |
| Vehicle Equipment | \$30,304.24 |
| Radios | \$6,870.00 |
| Computers | \$19,933.15 |
| Fence for Animal Control | \$19,916.25 |
| Flooring for Patrol Report/Muster Room | \$13,575.00 |
| | |
| TOTAL | \$340,155.35 |

TOTAL SAFETY SALES TAX RECIEPTS APRIL 2001 -JUNE 2013 **\$10,483,408.03**

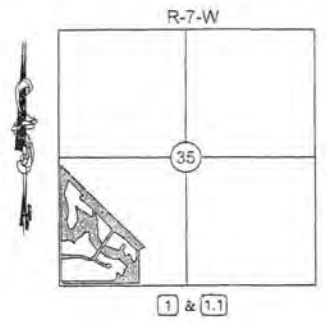
TOTAL CAPITAL EXPENDITURES APRIL 2001 - JUNE 2013 **\$7,248,473.68**

PERCENT EXPENDED ON CAPITAL OUTLAY (MINIMUM 30%) **69.1%**

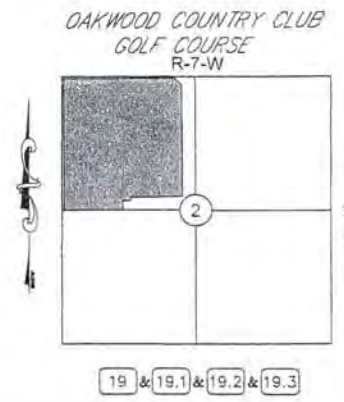
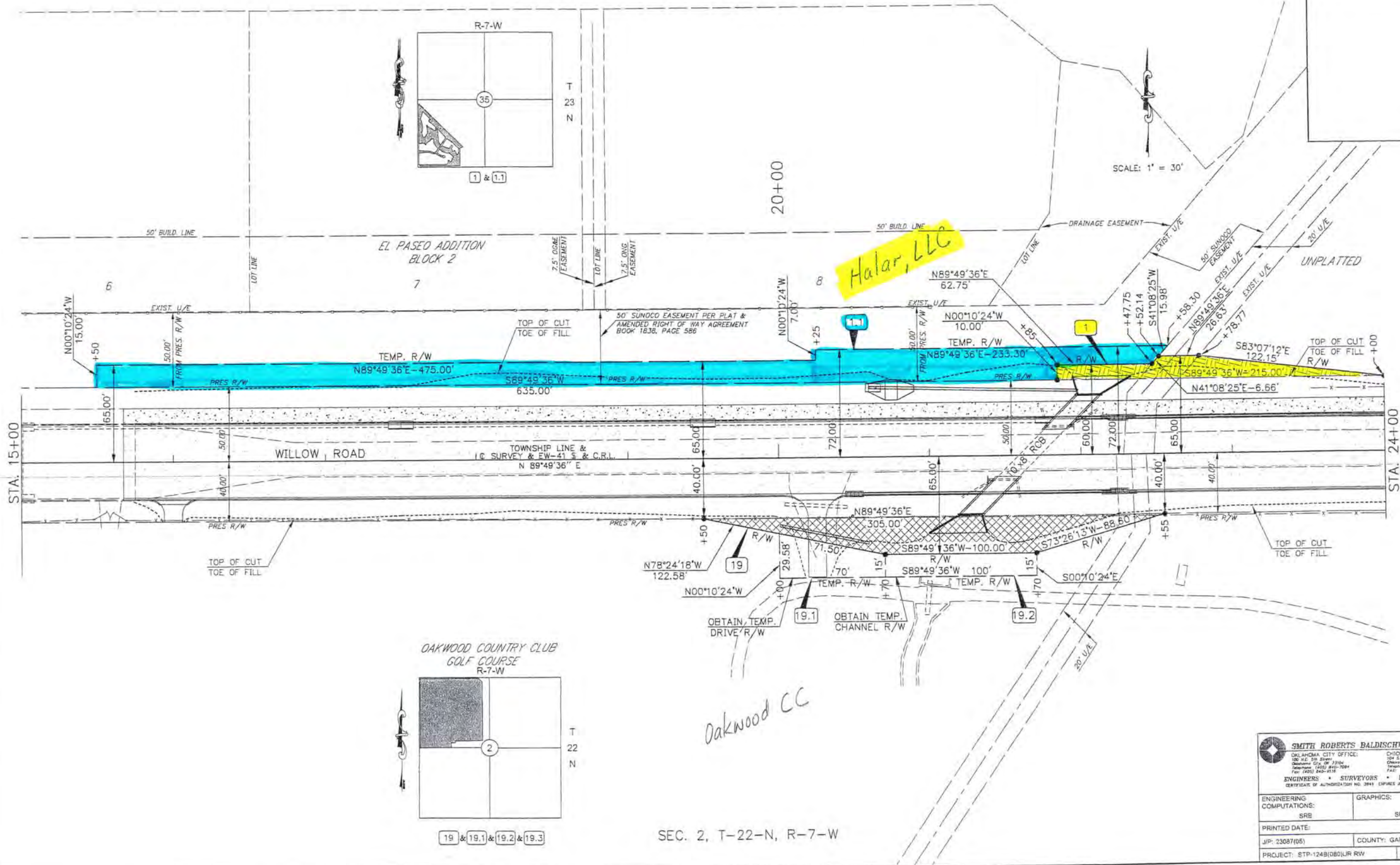
SEC. 35, T-23-N, R-7-W

DATE REVISION NOTE

6-28-12
Blanked Parcel 19.3



SCALE: 1" = 30'



SEC. 2, T-22-N, R-7-W

P:\109919\109919B Willow Road\Right Of Way\Plan Sheets\Tim\Endsiey 6-28-12 11:59am

SMITH ROBERTS BALDISCHWILER, LLC
 OKLAHOMA CITY OFFICE: 126 N.E. 15th Street, Oklahoma City, OK 73104, Telephone: (405) 812-1094, Fax: (405) 849-4110
 OKMUSKA OFFICE: 101 S. 1st Street, Oklahoma City, OK 73104, Telephone: (405) 224-1444, Fax: (405) 224-1442
 ENGINEERS • SURVEYORS • PLANNERS
 CERTIFICATE OF AUTHORIZATION NO. 3949 EXPIRES APR 30, 2013

| | |
|-------------------------------|----------------------------|
| ENGINEERING COMPUTATIONS: SRB | GRAPHICS: SRB |
| PRINTED DATE: | COUNTY: GARFIELD |
| J/P: 23087(05) | PROJECT: STP-1248(08)UR RW |
| | SHEET: 3 |

FIRST AMENDMENT

TO

**THE MASTER DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF ENID AND LODGEWELL DEVELOPMENT, LLC**

AND TO

**THE REAL ESTATE CONTRACT AND LEASE AGREEMENT BETWEEN
THE CITY OF ENID AND HOTEL 1, LLC**

This Amendment is made and entered into by and among the City of Enid, an Oklahoma Municipal Corporation, hereinafter referred to as "City," and LodgeWell Development, LLC, a Kansas Limited Liability Company, hereinafter referred to as "LodgeWell," and Hotel 1, LLC, a Kansas Limited Liability Company, hereinafter referred to as "Hotel."

WITNESSETH

WHEREAS, the City and LodgeWell entered into a Master Development Agreement on February 21, 2013; and,

WHEREAS, the City and Hotel entered into a Real Estate Contract and Lease Agreement on March 19, 2013; and,

WHEREAS, both Agreements contemplated closing on certain real estate to occur on or before June 30, 2013, unless otherwise agreed by the parties; and,

WHEREAS, all parties agree that an extension of the closing date is necessary and proper.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions herein stated and in consideration of the mutual benefits which will accrue to each of the parties hereto, the sufficiency of which are hereby acknowledged by the parties, it is agreed by and between the parties as follows:

1. The Closing Date for the conveyance of the hotel and garage property shall be extended to October 31, 2013. Other due dates in the agreements shall be extended appropriately and respectively.
2. This Amendment shall be attached to the Agreements, and except as expressly modified by this Amendment, all other terms and conditions of the Agreements shall remain in full force and effect and unaffected by this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed the day and year last written below.

Date: _____

The City of Enid,
An Oklahoma Municipal Corporation

William E. Shewey, Mayor

[SEAL]

ATTEST:

Linda Parks, City Clerk

Date: _____

LodgeWell Development, LLC,
a Kansas limited liability company

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

By: _____
Name: David C. Owen
Its: Managing Member

Date: _____

Enid Hotel 1, LLC,
a Kansas Limited Liability Company

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

By: _____
Name: David C. Owen
Its: Managing Member

July 26, 2013

UPRR Folder No. 2767-42

**MR JACOB FOOS
CITY OF ENID
401 W OWEN K GARRIOTT
ENID OK 73701**

Dear Mr. Foos:

RE: Proposed maintenance and use of the existing Maine Avenue Underpass grade separated public road crossing at Enid, Oklahoma.

Attached are duplicate originals of a *Public Highway Underpass Crossing Agreement* covering your use of the Railroad Company's property. To properly document your use of the Railroad Company's property, it is necessary that you execute the attached documents. Please return to me the following:

1. **ALL** of the executed documents. If a Contractor's Right-of-Entry Agreement is attached hereto, you may submit the executed Contractor's Right-of-Entry documentation upon selection of a contractor.
2. Certificate of Insurance, if required.
3. Resolution for document execution, if required.

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void. If you have any questions, please contact me.

Sincerely yours,

PAUL G. FARRELL
Senior Manager Contracts
phone: (402) 544-8620
e-mail: pgfarrell@up.com



Real Estate Department
UNION PACIFIC RAILROAD COMPANY
1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179-1690

BCC:

Clay McManaman – Engineering (Public Projects) – El Reno, OK

Attached is an extra copy of the subject agreement. A fully executed copy will be made available to you when finalized.



PUBLIC HIGHWAY UNDERPASS CROSSING AGREEMENT

BETWEEN

UNION PACIFIC RAILROAD COMPANY

AND THE

CITY OF ENID

COVERING THE

MAINTENANCE AND USE OF THE EXISTING MAINE AVENUE
UNDERPASS GRADE SEPARATED PUBLIC ROAD CROSSING
(DOT NO.: 595-370W)

AT

RAILROAD 341.48 – ENID SUBDIVISION

IN

ENID
GARFIELD COUNTY,
OKLAHOMA

UPRR Folder No.: 2767-42

UPRR Audit No.: _____

PUBLIC HIGHWAY UNDERPASS CROSSING AGREEMENT

Maine Avenue Underpass – DOT No.: 595-370W
Railroad Mile Post 341.48 – Enid Subdivision
Enid, Garfield County, Oklahoma

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179-1690 (the "Railroad") and the **CITY OF ENID**, an Oklahoma municipal corporation to be addressed at 401 West Woen K. Garriott, Enid, Oklahoma 73701 (the "City"),

RECITALS:

Presently, the City occupies a portion of the Railroad's right of way for the Maine Avenue Underpass grade separated public road crossing, (DOT No. 595-370W), under an overhead Railroad bridge (hereinafter the "Structure"), located at Railroad Mile Post 341.48 on its Enid Subdivision in Enid, Garfield County, Oklahoma (the "Roadway") as shown on the Railroad Location Print marked **Exhibit A**, attached hereto and made a part hereof. The Railroad property upon which the Roadway utilizes shall be known as the "Crossing Area."

The City desires to undertake as its project (the "Project") the painting of the Structure.

The Railroad and the City are entering into this Agreement to cover the Project and the maintenance and use of the subject Roadway.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

ARTICLE 1 - EXHIBITS B AND C.

The General Terms and Conditions marked **Exhibit B** and the Railroad's Minimum Underpass Construction Standards marked **Exhibit C**, are attached hereto and hereby made a part hereof.

ARTICLE 2 - RAILROAD GRANTS RIGHT.

For and in consideration of **TEN DOLLARS (\$ 10.00)** to be paid by the City to the Railroad upon the execution and delivery of this Agreement and in further consideration of the City's

agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the City the right to reconstruct, maintain and repair the Crossing Area.

ARTICLE 3 - DEFINITION OF CONTRACTOR

For purposes of this Agreement the term “Contractor” shall mean the contractor or contractors hired by the City to perform any Project work on any portion of the Railroad’s property and shall also include the contractor’s subcontractors and the contractor’s and subcontractor’s respective employees, officers and agents.

ARTICLE 4 - CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

- A. Prior to Contractor performing any work within the Crossing Area involving the Project, and any subsequent maintenance or repair work, the City shall require the Contractor to:
- execute the Railroad's then current Contractor's Right of Entry Agreement
 - obtain the then current insurance required in the Contractor’s Right of Entry Agreement; and
 - provide such insurance policies, certificates, binders and/or endorsements to the Railroad before allowing any Contractor to commence any work in the Crossing Area or on any other Railroad property. The Railroad’s current insurance requirements are described in Exhibit B of the attached Contractor’s Right of Entry Agreement, attached hereto and hereby made a part hereof.
- B. The Railroad's current Contractor’s Right of Entry Agreement is marked **Exhibit D**, attached hereto and hereby made a part hereof. The City confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.
- C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:
- Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690
UPRR Folder No. 2767-42*
- D. If the City's own employees will be performing any of the Project work, the City may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

ARTICLE 5 - FEDERAL AID POLICY GUIDE

If the City will be receiving any federal funding for the Project the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR

646, Subparts A and B are incorporated into this Agreement by reference.

ARTICLE 6 - NO PROJECT EXPENSES TO BE BORNE BY RAILROAD

The City agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

ARTICLE 7 - WORK TO BE PERFORMED BY THE RAILROAD

The Railroad and the City agree that the Railroad will not be performing any work for the Project.

ARTICLE 8 - NON-RAILROAD IMPROVEMENTS

- A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.
- B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and City mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B, (ii) deem the Non Railroad Facilities part of the Roadway, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

ARTICLE 9 - RAILROAD'S COORDINATION REQUIREMENTS

The City, at its expense, shall ensure that the Contractor shall comply with all of the terms and conditions contained in the Railroad's Minimum Requirements that are described in **Exhibit D** and other special guidelines that the Railroad may provide to the City for this Project.

ARTICLE 10 - EFFECTIVE DATE; TERM; TERMINATION.

- A. This Agreement shall become effective as of the date first herein written, or the date work commences on the Project, whichever is earlier, and shall continue in full force and effect for as long as the Roadway remains on the Railroad's property.
- B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the City in the event the City does not commence construction on the portion of the Project located on the Railroad's property within twelve (12) months from the date of this Agreement, or from the date that the Railroad has executed this Agreement and returned it to the City for its execution, whichever is applicable.
- C. If the Agreement is terminated as provided above, or for any other reason, the City shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

ARTICLE 11 - CONDITIONS TO BE MET BEFORE CITY CAN COMMENCE WORK.

Neither the City nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- The Railroad and City have executed this Agreement.
- Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements set forth in the Contractor's Right of Entry Agreement.

ARTICLE 12. FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Roadway shall not commence until Railroad and City agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

ARTICLE 13. ASSIGNMENT; SUCCESSORS AND ASSIGNS

- A. City shall not assign this Agreement without the prior written consent of Railroad.
- B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and City.

ARTICLE 14. SPECIAL PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

If the City will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the City agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The City confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directing from the federal

government and, therefore, (i) the ARRA reporting requirements are the responsibility of the City and not of the Railroad, and (ii) the City shall not delegate any ARRA reporting responsibilities to the Railroad. The City also confirms and acknowledges that (i) the Railroad shall provide to the City the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the City to perform and complete the ARRA reporting documents. The Railroad confirms that the City and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project as provided in Section 9 of Exhibit B of this Agreement.

ARTICLE 18. TERMINATION OF ORIGINAL AGREEMENT

Upon the execution of this Agreement, the Original Agreement covering the Roadway, (if any), shall terminate and the terms and conditions of this Agreement shall govern the use, maintenance and repair of the Roadway.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By _____
PAUL G. FARRELL
Senior Manager - Contracts

ATTEST:

CITY OF ENID

By _____

Printed Name: _____

Title: _____

(Seal)

Pursuant to Resolution/Order No. _____
dated _____, 20____,
hereto attached.

EXHIBIT A

To Public Highway Underpass Crossing Agreement

Cover Sheet for the
Railroad's Location Print

EXHIBIT B

To Public Highway Underpass Crossing Agreement

Cover Sheet for the
General Terms and Conditions

EXHIBIT B

TO PUBLIC HIGHWAY UNDERPASS CROSSING AGREEMENT

GENERAL TERMS AND CONDITIONS

SECTION 1 - CONDITIONS AND COVENANTS

- a) The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The City shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the City shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the City for the purpose of conveying electric power or communications incidental to the City's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its tenants now or hereafter located upon said property. No nonparty shall be admitted by the City to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.
- b) The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes in such manner as not unreasonably to interfere with its use as a public highway. In the event the Railroad shall place tracks upon the Crossing Area, the City shall, at its sole cost and expense, modify the highway to conform with the rail line.
- c) The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or not, and also to any renewals thereof. The City shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the railroad property, unless the City at its own expense settles with and obtains releases from such nonparties.
- d) The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; also the right to cross the Crossing Area with all kinds of equipment. The Railroad further reserves the right to attach signal, communication or power lines to any highway facilities located upon the property, provided that such attachments shall comply with City's specifications and will not interfere with the use of the Crossing Area.
- e) So far as it lawfully may do so, the City will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.
- f) If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Roadway and its appurtenances, or for the performance of any work in connection with the Project, the City will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2 - CONSTRUCTION OF ROADWAY

- A. The City, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.
- B. Except as may be otherwise specifically provided herein, the City, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Roadway and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper drainage facilities, guard rails or barriers, and right of way fences between the Roadway and the railroad tracks. Upon completion of the Project, the City shall remove from the Railroad's property all temporary Roadways and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.
- C. All construction work of the City upon the Railroad's property (including, but not limited to, construction of the Roadway and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering - Design of the Railroad or his authorized representative and in

accordance with the Plans, the Railroad's Minimum Requirements set forth in **Exhibit D** and other guidelines furnished by the Railroad.

- D. All construction work of the City shall be performed diligently and completed within a reasonable time, and in any event within three (3) years from the effective date of this Agreement, or within such further period of time as may be specified in writing by the Railroad's Assistant Vice President Engineering - Design. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the City. The City hereby assumes the risk of any such delays and agrees that no claims for damage on account of any delay shall be made against the Railroad.

SECTION 3 - INJURY AND DAMAGE TO PROPERTY

If the City, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the City is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the City at the City's own expense, or by the Railroad at the expense of the City, and to the satisfaction of the Railroad's Assistant Vice President Engineering - Design.

SECTION 4 - RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than railroad forces. The Railroad shall notify the City of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the City shall reimburse the Railroad for the amount of the contract.

SECTION 5 - MAINTENANCE AND REPAIRS

- A. The City, at its expense, shall maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Roadway, including the waterproofing and below, and further including, but not limited to, the superRoadway, subRoadway, piers, abutments, walls, approaches and all backfill, grading and drainage required by reason of the Roadway, as well as all graffiti removal or over-painting involving the Roadway.
- B. The Railroad, at its expense, will maintain, repair and renew, or cause to be maintained, repaired and renewed, above the waterproofing, including, but not limited to, the rails, ties, ballast and communication and signal facilities owned by the Railroad.

SECTION 6 - SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the City that the work will be performed in a safe manner and in conformity with the following standards:

- A. **Definitions.** All references in this Agreement to the City shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the City shall include work both within and outside of the Railroad's property.
- B. **Entry on to Railroad's Property by City.** If the City's employees need to enter Railroad's property in order to perform an inspection of the Roadway, minor maintenance or other activities, the City shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the City, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the City's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of City's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.
- C. **Flagging.**

- (i) If the City's employees need to enter Railroad's property as provided in Paragraph B above, the City agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by City in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform City whether a flagman need be present and whether City needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill City for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, City agrees that City is not relieved of any of its responsibilities or liabilities set forth in this Agreement.
 - (ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, City shall pay on the basis of the new rates and charges.
 - (iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though City may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, City must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, City will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.
- D. **Compliance With Laws.** The City shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The City shall use only such methods as are consistent with safety, both as concerns the City, the City's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The City (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the City to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the City shall reimburse and, to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The City further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.
- E. **No Interference or Delays.** The City shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.
- F. **Supervision.** The City, at its own expense, shall adequately police and supervise all work to be performed by the City, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the City for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the

Railroad's representatives, or by compliance by the City with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the City will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

- G. **Suspension of Work.** If at any time the City's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the City is being or is about to be done or prosecuted without due regard and precaution for safety and security, the City shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.
- H. **Removal of Debris.** The City shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the City at the City's own expense or by the Railroad at the expense of the City. The City shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.
- I. **Explosives.** The City shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.
- J. **Excavation.** The City shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The City shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The City, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the City in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering - Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.
- K. **Drainage.** The City, at the City's own expense, shall provide and maintain suitable facilities for draining the Roadway and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The City, at the City's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the City, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The City shall not obstruct or interfere with existing ditches or drainage facilities.
- L. **Notice.** Before commencing any work, the City shall provide the advance notice that is required under the Contractor's Right of Entry Agreement.
- M. **Fiber Optic Cables.** Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. City shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the City. If it is, City will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 7 - INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the City, or by agreement between the parties, that new or

improved train activated warning devices should be installed at the Crossing Area, the City shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the construction or reconstruction of the Roadway has been completed.

SECTION 8 - OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 9 BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of City for a period of three (3) years following the date of Railroad's last billing sent to City.

SECTION 10 - REMEDIES FOR BREACH OR NONUSE

- A. If the City shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Roadway and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the City will reimburse the Railroad for the expenses thereof.
- B. Nonuse by the City of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the City hereunder.
- C. The City will surrender peaceable possession of the Crossing Area and Roadway upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 11 - MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the City and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the City shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the City and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

EXHIBIT C

To Public Highway Underpass Crossing Agreement

Cover Sheet for the
Railroad's Underpass Minimum Construction
Requirements

EXHIBIT C

TO PUBLIC HIGHWAY UNDERPASS CROSSING AGREEMENT

RAILROAD COORDINATION REQUIREMENTS

1.01 DEFINITIONS

| | |
|----------------------------------|--|
| Agreement: | Agreement that has been signed, or will be signed, between Railroad and Agency covering the maintenance and use of the Roadway. |
| Agency: | City of Enid |
| AREMA: | American Railway Engineering and Maintenance-of-way Association |
| Contractor: | The contractor or contractors hired by the Agency to perform any project work on any portion of Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority. |
| MUTCD: | Manual on Uniform Traffic Control Devices |
| Project: | Painting of the existing Main Avenue Underpass Roadway |
| Railroad: | Union Pacific Railroad Company |
| Railroad Project Representative: | Railroad's Manager of Industry and Public Projects for this Project (see Section 1.03) |
| Railroad MTM Representative: | Railroad's Manager of Track Maintenance for this Project (see Section 1.03) |
| Requirements: | The Railroad Coordination Requirements set forth in this Exhibit. |

1.02 DESCRIPTION

This Project includes construction work within Railroad's right-of-way. These Requirements describe coordination with the Railroad when work by the Contractor will be performed upon, over or under the Railroad right-of-way or may impact current or future Railroad operations. The Contractor will coordinate with the Railroad while performing the work outlined in this Agreement and shall afford the same cooperation with the Railroad as it does with the Agency. All submittals and work shall be completed in compliance with these Requirements, Railroad guidelines and requirements, AREMA recommendations and/or as directed by the Railroad Local Representative and/or the Railroad MTM Representative.

1.03 UPRR CONTACTS

The Railroad Project Representative for this project is:

*Clay McManaman
Manager Industry & Public Projects
Union Pacific Railroad Company
PO Box 1337
El Reno, OK 73036
phone: 402-233-1426
cell: 405-952-7059*

For Railroad flagging services and track work, contact the following Railroad MTM Representative:

*Jillian Sanderson
Manager Track Maintenance
Union Pacific Railroad Company
2645 New York Street
Wichita, KS 67219
phone: 316-268-9434
cell: 402-216-2400*

1.04 PLANS / SPECIFICATIONS

The plans and specifications for this Project, affecting the Railroad, are subject to the written approval by the Railroad. Changes in the plans made after the execution of the Agreement and/or the awarding of the Project to the Contractor are subject to the prior review and written approval of the Agency and the Railroad. No construction work shall commence until

final stamped plans and/or changes to final stamped plans have been reviewed and approved by the Railroad in writing. The Railroad's review and approval of the Agency's and/or Contractor's plans in no way relieves the Agency and Contractor from their responsibilities, obligations and/or liabilities under this Agreement, Agency's agreement with the Contractor for the Project and/or in the separate Contractor's Right of Entry Agreement referenced in Section 1.08. Railroad's approval will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of Agency's and/or Contractor's plans and that any reliance by the Agency or the Contractor with respect to such plans is at the risk of the Agency and the Contractor.

1.05 UTILITIES AND FIBER OPTICS

- A. All installations shall be constructed in accordance with current AREMA recommendations and Railroad specifications and requirements. Railroad general guidelines and the required application forms for utility installations can be found on the Railroad website at <http://www.uprr.com/reus/pipeline/install.shtml>.
- B. It shall be the responsibility of the Contractor, at its expense, to make arrangements directly with utility companies involving the protection, encasement, reinforcement, relocation, replacement, removing or abandonment in place of non-railroad facilities affected by the Project. Railroad has no obligation to supply additional Railroad property for non-railroad facilities affected by this Project, nor does the Railroad have any obligation to permit non railroad facilities to be abandoned in place or relocated on Railroad's property. Any facility and/or utility that crosses Railroad right of way must be covered under an agreement with the Railroad including, without limitation, any relocations of an existing facility and/or utility.
- C. Any longitudinal fiber optic lines on Railroad right of way shall be treated as Railroad facilities. Project design may need to be altered to accommodate such facilities.
- D. Any fiber optic relocations or protections that are required due to this Project will be at the Agency's expense.

1.06 GENERAL

- A. It is essential that the proposed construction shall be performed without interference to Railroad operations and in compliance with all applicable Railroad and Federal Railroad Administration rules and regulations. The Railroad shall be reimbursed by the Contractor or Agency for train delay costs and lost revenue claims due to any delays or interruption of train operations resulting from the Contractor's construction or other activities.
- B. Track protection is required for all work equipment (including rubber tired equipment) operating within 25 feet from nearest rail. All work shall be designed and executed outside the temporary construction clearance envelope defined in Section 1.12.
- C. The Contractor is also advised that new facilities within the Project may be scheduled to be built by the Railroad and that certain Contractor's activities cannot proceed until that work is complete. The Contractor shall be aware of the limits of responsibilities, allow sufficient time in the schedule for that work to be accomplished and shall coordinate its efforts with the Railroad.

1.07 RAILROAD OPERATIONS

- A. The Contractor shall be advised that trains and/or equipment should be expected on any track, at any time, and in either direction. The Contractor shall communicate with the Railroad MTM Representative to improve the Contractor's understanding of Railroad traffic volume and operation at the Project site. The Contractor's bid shall be Roadway assuming intermittent track windows as defined in Section 1.07 C
- B. All Railroad tracks within and adjacent to the Project site are to be assumed as active and rail traffic over these facilities shall be maintained throughout the Project. Activities may include both through moves and switching moves to local customers. Railroad traffic and operations can occur continuously throughout the day and night on these tracks and shall be maintained at all times as defined herein. The Contractor shall coordinate and schedule the work so that construction activities do not interfere with Railroad's operations.**
- C. Work windows for this Project shall be coordinated with the Agency or Contractor and the Railroad Project Representative and the Railroad MTM Representative. Types of work windows include Conditional Work Windows and Absolute Work Windows, as defined below:

1. **Conditional Work Window:** A period of time in which Railroad's operations have priority over construction activities. When construction activities may occur on and adjacent to the railroad tracks within 25 feet of the nearest track, a Railroad flag person will be required. At the direction of the flag person, upon approach of a train and when trains are present on the tracks, the tracks must be cleared (i.e., no construction equipment, materials or personnel within 25 feet from the nearest active track or as directed by the Railroad MTM Representative). Conditional Work Windows are available for the project subject to Railroad's local operating unit review and approval.
2. **Absolute Work Window:** A period of time in which construction activities are given priority over Railroad's operations. During this time the designated Railroad track(s) will be inactive for train movements and may be fouled by the Contractor. Before the end of an Absolute Work Window, all Railroad tracks and signals must be completely operational for normal train operations. Also, all Railroad, Public Utilities Commission and Federal Railroad Administration requirements, codes and regulations for operational tracks must be complied with. Should the operating tracks and/or signals be affected, the Railroad will perform inspections of the work prior to placing the affected track back into service. Railroad flag persons will be required for construction activities requiring an Absolute Work Window. **Absolute Work Windows will generally not be granted. Any request will require a detailed written explanation for Railroad review and approval.**

1.08 RIGHT OF ENTRY, ADVANCE NOTICE AND WORK STOPPAGES

- A. Prior to beginning any work within the Railroad right-of-way, the Contractor shall enter into an agreement with the Railroad in the form of the Contractor's Right of Entry Agreement, attached as Exhibit D, or latest version thereof provided by the Railroad. There is a fee for processing of the agreement which shall be borne by the Contractor. The right of entry agreement shall specify working time frames, flagging, inspection and insurance requirements and any other items specified by the Railroad.
- B. The Contractor shall give advance notice to the Railroad as required in the Contractor's Right of Entry Agreement before commencing work in connection with construction upon or over Railroad's right-of-way and shall observe the Railroad rules and regulations with respect thereto.
- C. All work upon the Railroad right-of-way shall be done at such times and in such a manner as not to interfere with or endanger the operations of the Railroad. Whenever work may affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad MTM Representative for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor, which requires flagging service or inspection service, shall be deferred until the flagging protection required by the Railroad is available at the job site. See Section 1.21 for railroad flagging requirements.
- D. The Contractor shall make requests in writing to both the Railroad Project Representative and the Railroad MTM Representative for both Absolute and Conditional Work Windows, at least two weeks in advance of any work. The written request must include:
 1. Description of work to be done.
 2. The days and hours that work will be performed.
 3. The exact location of the work and proximity to the tracks.
 4. The type of window and amount of time requested.
 5. The designated contact person for the Contractor.

The Contractor shall provide a written confirmation notice to the Railroad MTM Representative at least fifteen (15) days prior to commencing work in connection with the approved work windows when work will be performed within **25 feet of any track center line**. All work shall be performed in accordance with previously approved work plans.

- E. Should a condition arise from, or in connection with, the work which requires immediate and unusual actions to be made to protect operations and property of the Railroad, the Contractor shall undertake such actions. If, in the judgment of the Railroad MTM Representative, such actions are insufficient, the Railroad MTM Representative may require or provide such actions as deemed necessary. In any event, such actions shall be at the Contractor's expense and without cost to the Railroad. The Railroad or Agency have the right to order the Contractor to temporarily cease operations in the event of an emergency or if, in the opinion of the Railroad MTM Representative, the Contractor's operations may inhibit the Railroads operations. In the event such an order is given, the Contractor shall immediately notify the Agency of the order.

1.09 INSURANCE

The Contractor shall not begin work within the Railroad's right-of-way until the Railroad has been furnished the insurance policies, binders, certificates and endorsements required by the Contractor's Right-of-Entry Agreement, and the Railroad Project Representative has advised the Agency that such insurance is in accordance with such Agreement. The required insurance shall be kept in full force and effect during the performance of work and thereafter until the Contractor removes all tools, equipment, and material from Railroad property and cleans the premises in a manner reasonably satisfactory to the Railroad.

1.10 RAILROAD SAFETY ORIENTATION

All personnel employed by the Agency, Contractor and all subcontractors must complete the Railroad's course "Orientation for Contractor's Safety" and be registered prior to working on Railroad property. This orientation is available at www.contractororientation.com. This course is required to be completed annually. The preceding training does not apply for longitudinal fiber optic installations.

1.11 COOPERATION

The Railroad shall cooperate with the Contractor in the scheduling of Project work with the understanding that Railroad's train operations at the job site shall have priority over the Contractor's activities.

1.12 CONSTRUCTION CLEARANCES

The Contractor shall abide by the twenty-one (21) foot temporary vertical construction clearance defined in section 4.4.1.1 and twelve (12) foot temporary horizontal construction clearance defined in section 4.4.1.2 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects. It shall be the Contractor's responsibility to obtain such guidelines from the Agency or Railroad.

Reduced temporary construction clearances, which are less than construction clearances defined above, will require special review and approval by the Railroad.

Any proposed variance on the specified minimum clearances due to the Contractor's operations shall be submitted to the Railroad Project Representative through the Agency at least thirty (30) days in advance of the work. No work shall be undertaken until the variance is approved in writing by the Railroad Project Representative.

1.13 SUBMITTALS

- A. Construction submittals and Requests for Information (RFI) shall be submitted per Section 3.5 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.
- B. The minimum review times, as indicated in tables 3-1 and 3-2 of Section 3.5 of the BNSF and UPRR Guidelines for Railroad Grade Separation Projects, should be anticipated for review of all submittals. Guidelines for Railroad Grade Separation Projects, should be anticipated for review of all submittals. The details of the construction affecting the Railroad tracks and property, not already included in the contract plans, shall be submitted by the Agency to the Railroad Project Representative for the Railroad's review and written approval before such construction is undertaken. The Railroad shall not be liable to Agency, Contractor, and or any other person or entity if the Railroad's review exceeds a four-week review time.
- C. As Built Submittals shall be submitted per Section 3.6 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.

1.14 MAINTENANCE OF PROPER DRAINAGE AND DAMAGE TO RAILROAD FACILITIES

- A. The Contractor, at its expense, shall be required to maintain all ditches and drainage Roadways free of silt or other obstructions which may result from the Contractor's operations and to repair and restore any Railroad property, tracks and facilities of Railroad and/or its tenants.
- B. The Contractor must submit a proposed method of erosion control and have the method reviewed and approved by the Railroad prior to beginning any grading on the project site. Erosion control methods must comply with all applicable local, state and federal regulations.

1.15 SITE INSPECTIONS BY RAILROAD PROJECT REPRESENTATIVE, RAILROAD MTM REPRESENTATIVE OR RAILROAD'S CONTRACTOR

- A. In addition to the office reviews of construction submittals, site observations will be performed by the Railroad Project Representative, Railroad MTM Representative or Railroad's Contractor at significant points during construction per Section 4.11 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.
- B. Site inspections are not limited to the milestone events listed in the guidelines. Site visits to check the progress of work may be performed at any time throughout the construction process as deemed necessary by the Railroad.
- C. A detailed construction schedule, including the proposed temporary horizontal and vertical clearances and construction sequence for all work to be performed, shall be provided by the Contractor to the Agency for submittal to the Railroad's Project Representative for review and approval prior to commencement of work. This schedule shall also include the anticipated dates on which the above listed events will occur. This schedule shall be updated for all critical listed events as necessary but at least monthly so that site visits may be scheduled.

1.16 RAILROAD REPRESENTATIVES

- A. Railroad representatives, conductors, flag persons or watch persons will be provided by the Railroad at the expense of the Agency or Contractor (as stated elsewhere in these bid documents) to protect Railroad facilities, property and movements of its trains and engines. In general, the Railroad will furnish such personnel or other protective services as follows:
 - 1. When any part of any equipment or object, such as erection or construction activities, is standing or being operated within 25 feet, measured horizontally from centerline, of any track on which trains may operate.
 - 2. For any excavation below the elevation of track subgrade when, in the opinion of the Railroad MTM Representative, the track or other Railroad facilities may be subject to settlement or movement.
 - 3. During any clearing, grubbing, excavation or grading in proximity to Railroad facilities which, in the opinion of the Railroad MTM Representative, may affect Railroad facilities or inhibit operations.
 - 4. During any Contractor's operations when, in the opinion of the Railroad MTM Representative, the Railroad facilities, including, but not limited to, tracks, buildings, signals, wire lines or pipe lines, may be endangered.
- B. The Contractor shall arrange with the Railroad Local Representative to provide the adequate number of flag persons to accomplish the work.

1.17 WALKWAYS REQUIRED

Parallel to the outer side of each exterior track of multiple operated track and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending in width not less than twelve feet (12') perpendicular from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during working hours must be covered, guarded and/or protected as soon as practical. Walkways with railings shall be constructed by the Contractor over open excavation areas when in close proximity of track, and railings shall not be closer than 9' perpendicular from the center line of tangent track or 9' – 6" horizontal from curved track.

1.18 COMMUNICATIONS AND SIGNAL LINES

If required, the Railroad, at Agency's expense, will rearrange its communications and signal lines, grade crossing warning devices, train signals, tracks and facilities that are in use and maintained by Railroad forces in connection with its operation. This work by the Railroad will be done by its own forces or by contractors under a continuing contract and may or may not be a

part of the work under this contract.

1.19 TRAFFIC CONTROL

The Contractor's operations which control traffic across or around Railroad facilities shall be coordinated with and approved by the Railroad MTM Representative and shall be in compliance with the MUTCD.

1.20 CONSTRUCTION EXCAVATIONS; CALL BEFORE YOU DIG NUMBER

- A. The Contractor shall be required to take special precautions and care in connection with excavating and shoring. Excavations for construction of footings, piers, columns, walls or other facilities that require shoring shall comply with requirements of OSHA, AREMA and Railroad "Guidelines for Temporary Shoring".
- B. In addition to calling the "811" number and/or the local "one call center", the Contractor shall call the Railroad's "Call Before Your Dig" number at least 48 hours prior to commencing work at 1-800-336-9193 during normal business hours (6:30 a.m. to 8:00 p.m. Central Standard Time, Monday through Friday, except holidays - also a 24 hour, 7 day a week number for emergency calls) to determine location of fiber optics. If a telecommunications system is buried anywhere on or near Railroad property, the Contractor will co-ordinate with the Railroad and the Telecommunication Company(ies) to arrange for relocation or other protection of the system prior to beginning any work on or near Railroad property. The determination of whether fiber optics will be affected by the Project shall be made during the initial design phase of the Project.
- C. The Railroad does not allow temporary at grade crossings unless absolutely necessary and there is no alternative route available to contractor to access the project site. Alternative plans should be considered to avoid crossing Railroad tracks at grade.

1.21 RAILROAD FLAGGING

Performance of any work by the Contractor in which person(s) or equipment will be within twenty-five (25) feet of any track, or that any object or equipment extension (such as, but not limited to, a crane boom) will reach within twenty-five (25) feet of any track, require railroad flagging services or other protective measures. The Contractor shall give an advance notice to the Railroad as required in the Contractor's Right of Entry Agreement before commencing any such work, allowing the Railroad to determine the need for flagging or other protective measures which ensure the safety of Railroad's operations, employees and equipment. Contractor shall comply with all other requirements regarding flagging services covered by the Contractor's Right of Entry Agreement. Any costs associated with failure to abide by these requirements will be borne by the Contractor.

The estimated pay rate for each flag person is \$1,000.00 per day for an 8 (eight)-hour work day with time and one-half for overtime, Saturdays, Sundays; double time and one-half for holidays. Flagging rates are set by the Railroad and are subject to change due to, but not limited to, travel time, setup plus, per diem and rest time (if work is required at night).

1.22 CLEANING OF RIGHT-OF-WAY

The Contractor shall, upon completion of the work to be performed within the right-of-way and/or properties of the Railroad and adjacent to its tracks, wire lines and other facilities, promptly remove from the Railroad right-of-way all Contractor's tools, implements and other materials whether brought upon the right-of-way by the Contractor or any subcontractors employee or agent of Contractor or of any subcontractor, and leave the right-of-way in a clean and presentable condition to the satisfaction of the Railroad.

1.23 CONTRACTOR'S RESPONSIBILITY OF SUPERVISION

The Contractor, at its expense, shall adequately supervise all work to be performed by the Contractor. Such responsibility shall not be lessened or otherwise affected by Railroad's approval of plans and specifications, or by the presence at the work site of the Railroad Project Representative, Railroad MTM Representative or any other Railroad representative or Railroad contractor providing inspection services, or by the compliance by the Contractor with any requests or recommendations made by such representatives. The Contractor will give due consideration to suggestions and recommendations made by such representatives for the safety and protection of the Railroad's property and operations.

1.24 USE OF EXPLOSIVES AT PROJECT SITE PROHIBITED

The Contractor's use of explosives at the Project site is expressly prohibited unless authorized in advance in writing by the Railroad Project Representative.

EXHIBIT D

To Public Highway Underpass Crossing
Agreement

Cover Sheet for the Railroad's Form of a
Contractor's Right of Entry Agreement

UPRR Folder No. _____

UPRR Audit No.: _____

CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and

(NAME OF CONTRACTOR)
a _____ corporation ("Contractor").
(State of Incorporation)

RECITALS:

Contractor has been hired by _____
(Name of Public Agency)
("Public Agency") to perform work relating to

(Work to be Performed)

(the "work"), with all or a portion of such work to be performed on property of Railroad in the vicinity of Railroad Mile Post _____ on Railroad's _____,

(Mile Post) (Name of Subdivision)
DOT No. _____, located at or near _____, in _____ County,
(DOT Number) (City) (County)

State of _____, as such location is in the general location shown on the Railroad Location
(State)

Print marked **Exhibit A**, and as detailed on the Detailed Prints collectively marked **Exhibit A-1**, each attached hereto and hereby made a part hereof, which work is the subject of a contract dated

_____ between Railroad and the Public Agency.
(Date of C&M Agreement)

The Railroad is willing to permit Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this Agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this Agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C AND D.

The terms and conditions contained in **Exhibit B**, **Exhibit C** and **Exhibit D**, attached hereto, are hereby made a part of this Agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

- A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.
- B. Contractor shall coordinate all of its work with the following Railroad representative(s) or his or her duly authorized representative (the "Railroad Representative"):

Name & Address of MTM *Name & Address of MSM*
- C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this Agreement and continue until this Agreement is terminated as provided in this Agreement or until the Contractor has completed all work on Railroad's property.

ARTICLE 6 - TERM; TERMINATION.

- A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and continue until _____, unless sooner terminated as herein provided,
(Expiration Date)
or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.
- B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

- A. Before commencing any work, Contractor will provide Railroad with the (i) insurance binders, policies, certificates and endorsements set forth in **Exhibit C** of this Agreement, and (ii) the insurance endorsements obtained by each subcontractor as required under Section 12 of **Exhibit B** of this Agreement.
- B. All insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

*Union Pacific Railroad Company
1400 Douglas Street, Mail Stop 1690
Omaha, Nebraska 68179-1690
UPRR Folder No. _____
*(Folder Number)**

ARTICLE 8 - DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 9- ADMINISTRATIVE FEE.

Upon the execution and delivery of this Agreement, Contractor shall pay to Railroad _____ Dollars (\$_____) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this Agreement.

ARTICLE 10 - CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

- A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.
- B. Any permanent or temporary changes, including temporary traffic control, to crossings must

conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 11 - EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID No. 94-6001323)

By _____
PAUL G. FARRELL
Real Estate Manager - Contracts

(NAME OF CONTRACTOR)

By _____

Printed Name: _____

Title: _____

EXHIBIT A

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Exhibit A will be a print showing the general location of the work site.

EXHIBIT A-1

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Exhibit A-1 will be a detailed prints showing the specifications of the work project.

EXHIBIT B

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

GENERAL TERMS AND CONDITIONS

Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

- A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least thirty (30) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.
- B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.
- C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

- A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

- B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of Cities and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

- A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, Cities or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.
- B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

- A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.
- B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

- A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in Exhibit D, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of Exhibit D to each of its employees before they enter the job site.
- B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.
- C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.
- D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 8. INDEMNITY.

- A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees (individually an "Indemnified Party" or collectively "Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this Agreement by Contractor.
- B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.
- C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify the Indemnified Parties under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.
- D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against any Indemnified Party.
- E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" in the subcontractor's Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

INSURANCE PROVISIONS

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

- A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. **Workers' Compensation And Employers' Liability Insurance.** Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

- D. **Railroad Protective Liability Insurance.** Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this Agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this Agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

- E. **Umbrella Or Excess Insurance**. If Contractor utilizes umbrella or excess policies, these policies must “follow form” and afford no less coverage than the primary policy.
- F. **Pollution Liability Insurance**. Pollution liability coverage must be included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

OTHER REQUIREMENTS

- G. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as “Additional Insured” using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.
- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.
- I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.
- J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.
- K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.
- L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT D

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.

I. CLOTHING

- A. All employees of Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Contractor's employees must wear:

- (i) Waist-length shirts with sleeves.
- (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
- (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. PERSONAL PROTECTIVE EQUIPMENT

Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
 - 100 feet of a locomotive or roadway/work equipment
 - 15 feet of power operated tools
 - 150 feet of jet blowers or pile drivers
 - 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. ON TRACK SAFETY

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize

movements.

- (ii) Wear an orange, reflectorized workwear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. EQUIPMENT

- A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
 - Familiar and comply with Railroad's rules on lockout/tagout of equipment.
 - Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
 - Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. GENERAL SAFETY REQUIREMENTS

- A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
 - (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
 - (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
 - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment of the opening is less than one car length (50 feet).
 - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
 - (v) Before stepping over or crossing tracks, look in both directions first.
 - (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.

EXHIBIT F

To New Public Highway Underpass Crossing
Agreement

Cover Sheet for the Railroad's Form of an
Easement Deed

After Recording, Return To:

Space Above This Line for County Recorder's Use

UPRR Folder No.: Folder Number

EASEMENT DEED

THIS INSTRUMENT is made this ____ day of _____, 20____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (the "Grantor"), and the **NAME OF CITY**, a municipal corporation of the State of Name of State (the "Grantee"):

1. Grantor, for and in consideration of the sum of **FEE - WRITTEN (\$Fee - Numeric)** and in consideration of the mutual covenants contained herein, hereby grants to Grantee, its successors and assigns, subject to the conditions herein contained, the right to construct, maintain, repair, operate, reconstruct and renew a(n) at-grade public highway crossing for Name of Public Street in City, County & State, on, along, and across the property described in **Exhibit A**, hereto attached and hereby made a part hereof, (the "Property").

2. This grant is subject to (i) the terms and conditions of the separate agreement between the Grantor and Grantee dated _____, covering the
(Date of C&M Agreement)
construction and maintenance of a(n) at-grade crossing and (ii) all prior and outstanding licenses, leases, easements, restrictions, conditions, covenants, liens and claims of title which may affect the Property, whether recorded or unrecorded, and the word "grant" as used herein shall not be construed as a covenant against the existence of any thereof.

3. This grant is made subject to the prior and continuing right and obligation of Grantor, its successors and assigns, to use all the Property in the performance of its duty as a common carrier, and there is reserved unto Grantor, its successors and assigns, the right (consistent with the rights herein granted) to construct, reconstruct, maintain, repair, use

and operate existing and future transportation, communication and pipeline facilities and appurtenances in, upon, over, under, across and along the Property. Grantor may move equipment of all types on, along and over the grant area.

4. If the Property, or any portion thereof, shall cease to be needed for public highway purposes, then and in that event, the rights herein granted shall, as to such portion(s), thereupon cease and terminate and Grantor, its successors and assigns, shall resume possession thereof of such portion(s) of the Property. In such circumstances, the Grantee, if so requested by Grantor, shall execute and deliver to Grantor a quitclaim and release document in recordable form that releases the grant of rights contained herein.

IN WITNESS WHEREOF, the Grantor and Grantee have each duly executed this instrument as of the date first herein written.

ATTEST:

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

BEVERLY J. KUBAT
Assistant Secretary

By _____
DANIEL A. LEIS
General Director Contracts

(Seal)

Accepted:

NAME OF CITY

By _____

Printed Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

On this ____ day of _____, 20____, before me, *Paul G. Farrell*, a Notary Public in and for said County and State, personally appeared ***Daniel A. Leis*** and ***Beverly J. Kubat*** who are the *General Director Contracts* and the *Assistant Secretary*, respectively, of Union Pacific Railroad Company, a Delaware corporation, and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to in the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Paul G. Farrell
Notary Public for and in said State

↑(Affix Notary Seal Here)↑

My commission expires: January 29, 2014

ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On this ____ day of _____, 20____, before me, a Notary Public in and for said County and State, personally appeared

(Name of Individual Executing Agreement on Behalf of the City)

who is the _____
(Title of Individual Executing Agreement on Behalf of the City)

of the City of Enid, and who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to in the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public for and in said State

My commission expires: _____
(Expiration Date)

↑ (Affix Notary Seal Here) ↑

UPRR Folder No. 2767-42

UPRR Audit No. _____

**RIGHT OF ENTRY AND INDEMNITY
AGREEMENT
(FOR BRIDGE PAINTING)**

THIS RIGHT OF ENTRY AND INDEMNITY AGREEMENT FOR BRIDGE PAINTING (the “Agreement”) is made this ____ day of _____, 20____, by and between the **CITY OF ENID** (the “City”) and **UNION PACIFIC RAILROAD COMPANY** (“RAILROAD”)

WHEREAS, RAILROAD controls and operates a right-of-way and bridge (the “Premises”) in the City of Enid;

WHEREAS, the City desires the right to clean and paint RAILROAD’s Maine Avenue Bridge, (USDOT No. 595-370W), located at Railroad Mile Post 341.48 on the Railroad’s Enid Subdivision in Enid, Garfield County, Oklahoma and as illustrated on the **Railroad Location Print** marked **Exhibit A**, attached hereto and hereby made a part hereof;

WHEREAS, RAILROAD is willing to permit the City to perform the Work in accordance with the terms and conditions herein set forth; and

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) in hand paid, other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants and promises herein contained, it is agreed between the parties as follows:

1. From the period starting from the date of execution of this Agreement, through the date that is one year from such date unless further extended by mutual agreement of the parties (the “Term”), the City, through its employees, agents, contractors, subcontractors, and/or other representatives, may, only once (meaning not on a repetitive basis) perform the Work. Notwithstanding the foregoing, providing that RAILROAD shall first have approve the specifications therefore, as set forth in Section 2 hereof, the City may also engage in periodic spot painting to remove graffiti (the “Spot Painting”).

2. All specifications for the Work or Spot Painting, including but not limited to paint color and temporary attachment specifications (if any), must be submitted by the City to RAILROAD for review and approval at least thirty (30) days prior to starting the Work or Spot Painting. No Work or Spot Painting may begin until RAILROAD has approved the specifications. Upon receipt of the specifications, RAILROAD’s authorized representative will determine and inform the City whether a flagman need be present and whether the City need implement any special protective or safety measures, including the use of reflective vests as well as other requirements

enumerated in the section covering safety instructions. The City shall perform the Work and Spot Painting so as not to interfere with the continuous and uninterrupted use of RAILROAD tracks or other operations (the “Operations”). If the handling of the Work or Spot Painting may cause interference with the Operations, the City shall obtain written instructions from RAILROAD’s authorized representative as to the proper method of handling of the Work or Spot Painting.

3. The specifications for Spot Painting must include the paint color (which must be compatible with the most recent paint applied), application method (e.g. spray, brush, etc.), and structure access/reach equipment type (e.g. ladders, man-made lifts, etc.). RAILROAD may require paint removal prior to Spot Painting for safety reasons; if so, the City must also submit a paint removal method (e.g. sand-blasting, chemical removal, etc.) to RAILROAD for approval.

4. The City may not begin the Work or Spot Painting unless the City has provided at least two (2) weeks prior written notice to RAILROAD of the intended Work or Spot Painting start date.

5. Safety is of paramount importance. The City shall take all reasonable precautions and is solely responsible for the safety of, and shall provide protection to prevent damage, injury, or loss to, all persons who should reasonably be expected to be affected by the Work or Spot Painting, including individuals performing the Work or Spot Painting, employees of RAILROAD and its consultants, visitors to the Premises, and members of the public who may be affected by the Work or Spot Painting.

6. Upon the City’s request, RAILROAD will provide the City with approximate daily train schedules to assist City with planning the Work or Spot Painting schedule.

7. At no time will anyone performing the Work or Spot Painting be allowed beyond the bridge abutments on RAILROAD’s property or be allowed on top of the bridge unless accompanied by RAILROAD personnel.

8. The City shall: (i) remove from the Premises upon completion of the Work or Spot Painting all supplies, equipment, waste materials, rubbish or temporary facilities used in the City’s performance of the Work or Spot Painting; and (ii) restore the Premises to its original condition prior to the City’s commencement of the Work or Spot Painting.

9. The City agrees to and understands that all costs associated with the Work or Spot Painting will be paid solely by the City and that RAILROAD will not make any financial contribution to the Work or Spot Painting; provided that RAILROAD shall pay for any flaggers determined by RAILROAD to be required pursuant to Section 2 of this Agreement.

10. As a material inducement for entering into this Agreement, and without which RAILROAD would not enter into the same, the City covenants and agrees, that, except to the extent that Claims (defined below) are finally determined to be caused by the intentional misconduct or gross negligence of RAILROAD and/or its employees, the City shall indemnify and hold harmless the RAILROAD from all fines, judgments, awards, claims, demands, liability,

losses, damages and expenses (including attorney fees and costs) (“Claims”), for injury or death to all persons, including the RAILROAD’s and the City’s employees, and for loss and damage to property belonging to any person (including environmental claims) arising resulting from the performance of this Agreement by the City or any other person performing any work or service on the City's behalf on or about the Premises.

11. Any contract between the City and its contractor to perform the Work or Spot Painting herein described will include the **Insurance Requirements for Contractors** set forth on **Exhibit C** hereto, which is incorporated by reference herein.

12. The City shall comply with all federal, state and local environmental laws and regulations in its work at the Premises and shall perform the Work or Spot Painting in an environmentally protective manner. Specifically, the City shall:

- A. Prevent releases and spills of any materials that could harm human health or the environment, including but not limited to, hydrocarbon products, anti-freeze, spent mechanical draining, solvents, hazardous substances and hazardous wastes as defined in the Comprehensive Environmental Response, Compensation and Liability Act and the Resource Conservation and Recovery Act, respectively ("Environmental Substances").
- B. In the event of a release or spill of an Environmental Substance, clean up such release by excavating contaminated soil, stockpiling it on an impermeable surface (i.e., Visqueen), and thereafter, properly dispose of such contaminated soil off of the Premises.
- C. Prevent any released Environmental Substances from spreading and/or entering waterways by keeping a supply of absorbent materials on site (i.e., oil absorbent pads and booms) which shall be used for such purposes.
- D. Furnish a copy of the bill of lading or hazardous waste manifest for any shipment of Environmental Substances off-site to RAILROAD's facility manager.
- E. Obtain any environmental permits and prepare any environmental plans required as a result of the Work or Spot Painting and make them available to RAILROAD upon request.
- F. Remove and properly dispose of all solid waste and rubbish on a regular basis.

The City, at its expense, shall assume all responsibility for the investigation and cleanup of any release or discharge of any Environmental Substance at the Premises that arises from the City's performance of any work, presence or other activity at the Premises. In addition to other liability terms contained in this Agreement, the City agrees to indemnify, defend and hold harmless RAILROAD, its officers, agents and employees, from and against all environmental costs and expenses, including without limitation, all environmental analysis and cleanup expenses, fines and claims, or penalties arising from any work, presence or activity of the City at the Premises.

The employees of the City shall at all times be and remain the sole employees of the City and subject to the direction, supervision and control of the City.

13. In accordance with the Hazard Communication Standard (the "HCS") issued by the Occupational Safety and Health Administration ("OSHA") (29 CFR, Part 1910.1200), RAILROAD has developed and implemented its Hazard Communication Program. At the specific RAILROAD facilities where potentially hazardous chemicals may be present, RAILROAD maintains a copy of its Hazard Communication Written Plan (the "Written Plan") which, among other things, includes a list of the hazardous chemicals that may be present at the facility involved and the availability of Material Safety Data Sheets ("MSDS"). The Written Plan is available for review by the City.

The City shall determine if the Work or Spot Painting, under normal conditions or in a foreseeable emergency, will expose the City, its officers, employees or agents to any hazardous chemicals on RAILROAD's property as listed in the Written Plan, and if so shall: (1) review the Written Plan for the specific facility involved, and (2) inform its officers, employees and agents of such hazardous chemicals and that they may review RAILROAD's Written Plan and obtain copies of applicable MSDS.

The HCS also requires that the parties to this Agreement exchange MSDS, as well as any additional information about precautionary measures necessary to protect both parties' employees where exposure may occur. The City shall provide such information to RAILROAD, its officers, employees and agents, before the City uses any hazardous chemicals (as defined in the HCS) in, on or about the Premises.

14. The City recognizes that the Premises may contain lead paint or other lead components, and the City assumes all risk and liability associated with the presence of such lead paint or other lead components. In the event that the City (or its members, agents, employees, contractors, subcontractors, and or representatives) performs surface preparation activities in connection with painting, including but not limited to chipping, scraping, or abrasive blasting of any kind, then the City shall ensure that proper lead containment measures are taken.

15. The retention of contractors by the City does not relieve the City of its obligation under the Agreement. The City shall be responsible for all work of contractors and all contractors shall be governed by the terms of this Agreement.

16. The City shall pay in full all persons who perform labor upon or provide services or materials in connection with the Work or Spot Painting. The City shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of RAILROAD for any such Work or Spot Painting performed.

17. Any notice given or required to be given to the City or RAILROAD pursuant to any provisions of this Agreement shall be given in writing and shall be personally delivered, transmitted electronically or sent by U.S. registered mail, with necessary postage prepaid, and shall be deemed to have been duly given: (a) when delivered by hand; (b) one (1) day after delivery by receipted overnight delivery; or (c) three (3) days after being mailed by certified mail or registered mail with return receipt requested, to the following:

If to the City:

*Jacob Foos
City of Enid
401 West Owen K Garriott
Enid, OK 73701
Phone & Fax: (580) 616-7257
Cell: (602) 689-2562*

If to RAILROAD:

*Union Pacific Railroad Company
Attn: Senior Manager Contracts
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179
Phone: (402) 544-8620
Fax: (402) 501-0340
Email: pgfarrell@up.com*

18. This Agreement constitutes the entire agreement between the parties with respect to the subject matter described herein. No modification or alteration of the terms hereof shall be binding unless such modification or alteration is in writing and executed by the parties. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

19. This Agreement shall be binding upon the parties hereto and upon all persons successor in interest to said parties. This Agreement shall not be assignable by the City without the express written consent of RAILROAD.

20. This Agreement shall be governed by and in accordance with the laws of the State of Nebraska.

21. The failure of any party hereto to enforce at any time any of the provisions of this Agreement or to exercise any right or option which is herein provided shall in no way be construed to be a waiver of such provision(s) as to the future, nor in any way to affect the validity of this Agreement or any part hereof or the right of either party to thereafter enforce each and every such provision and to exercise any such right or option. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

IN WITNESS WHEREOF, this Agreement is executed this ____ day of _____,
20____.

UNION PACIFIC RAILROAD COMPANY

CITY OF ENID

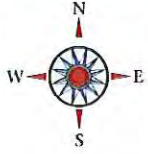
By _____
PAUL G. FARRELL
Senior Manager - Contracts

By _____
Printed Name: _____
Title: _____

ATTEST:

By _____
Printed Name: _____
Title: _____

(Seal)



**RAILROAD LOCATION PRINT
OF AN EXISTING GRADE SEPARATED PUBLIC ROAD CROSSING
BRIDGE BEAUTIFICATION PROJECT**



RAILROAD WORK TO BE PERFORMED:

- 1. Flagging

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

ENID SUBDIVISION
RAILROAD MILE POST 341.48
GPS: N 36° 23.7210', W 97° 52.5313'
ENID, GARFIELD CO., OK.

To accompany an agreement with the
CITY OF ENID
covering the painting and beautification of an existing
grade separated public road crossing structure.

Folder No. 2767-42

Date: April 11, 2013

WARNING

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE
OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE
PHONE: 1-(800) 336-9193

EXHIBIT B

TO RIGHT OF ENTRY & INDEMNITY AGREEMENT (FOR BRIDGE PAINTING)

INSURANCE REQUIREMENTS

The City shall cause the contractor performing the Work to procure and maintain, during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

- A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$1,000,000 each occurrence and an aggregate limit of not less than \$2,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: Contractual Liability Railroads ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

- B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or substitute form providing equivalent liability coverage) with a limit of not less than \$1,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

- C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$100,000 each accident, \$500,000 disease policy limit \$100,000 each employee.

If the City is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

- D. **Railroad Protective Liability Insurance.** Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of RAILROAD as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to RAILROAD before any work may be commenced and until the original policy is forwarded to RAILROAD.

- E. **Umbrella or Excess Insurance.** If RAILROAD utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

- F. **Pollution Liability Insurance.** If the City's scope of work includes, bring any form of "hazardous" materials, to include fuel oil or gasoline not contained within their motor vehicles, onto RAILROAD's property which is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time the City shall provide Pollution Liability Insurance.

If required pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least \$1,000,000 per occurrence and an aggregate limit of \$2,000,000.

Other Requirements

- G. All policy(ies) required above (except workers' compensation and employers' liability) must include RAILROAD as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage), and shall not be limited by the City's liability under the indemnity provisions of this Agreement.
- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.
- I. The City waives all rights against RAILROAD and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employers liability or commercial umbrella or excess liability insurance obtained by the City required by this Agreement.
- J. Prior to commencing any work, the City shall furnish RAILROAD with a certificate(s) of insurance (except for Railroad Liability Insurance), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement, and a Binder of Insurance showing compliance with the Railroad Protective Liability coverage required by this Agreement.
- K. All insurance policies must be written by a reputable insurance company acceptable to RAILROAD or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.
- L. The fact that insurance is obtained by the City or by RAILROAD on behalf of the City will not be deemed to release or diminish the liability of the City, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by RAILROAD from the City or any third party will not be limited by the amount of the required insurance coverage.

The **Armored** **Group, LLC**

5221 N. Saddlerock Drive

Phoenix, AZ 85018

Office: 602-840-2271 Fax: 817-394-2499 Cell: 817-291-4956

July 26, 2013

Enid Police Department
301 W. Owen K. Garriott Rd
Enid, OK 73701
PHONE: 580-242-7000

Dear Chief Brian O'Rourke:

We appreciate the opportunity to offer our Rapid Deployment Vehicle (RDV) to your department. As a NTOA (National Tactical Officer's Association) Tested And Recommended supplier, we are ready to provide you our tested and proven design.

This letter is to inform you that The Armored Group, LLC is the Sole Source Manufacturer for the RDV (Rapid Deployment Vehicle) or the equivalent.

- We use secret and special processes in the design and manufacturing of our RDV to provide superior performance with more interior room than any competitive vehicles. Our RDV incorporates our drop floor design to increase overall ease of entry and exit, which helps eliminate potential injuries from deploying from higher vehicle platforms.
- We have designed and developed processes to offer enhanced cooling and heating capacities inside the RDV officer area that are superior to any competitive vehicles. Our proprietary insulation system, coupled with the most complete rear HVAC system in the industry, keeps our RDV internal ambient temperatures more manageable in extreme weather conditions
- We employ secret and proprietary processes to modify the vehicle chassis to allow us to keep the factory wheelbase, cab to axle settings, and therefore able to offer the factory warranties. This dramatically reduces risk of chassis failures and allows us to maximize the Ford engineered chassis.
- We use proprietary and secret processes to build our RDV body to allow for the ability to distribute the weight of the occupants and cargo so you can transport more officers.

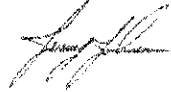
The Armored Group, LLC has been providing high quality armored and custom vehicles for two decades. We are a current supplier of vehicles to the United Nations, US Department of Defense, multiple law enforcement agencies across North America, Cash In Transit Companies/Banks throughout the world, and numerous private security companies and foreign governments. Our RDV was completely designed, by operators, for use in the field. We pride ourselves on listening to our customers and using the knowledge we gain by their testimonies to build the best vehicles available. This is what has established The Armored Group on the forefront of the tactical vehicle industry and made our RDV the industry staple

and only unit of its kind that has been awarded the honor of being NTOA Tested and Recommended.

With over 20 years of building specialty vehicles, we are structured and focused on providing our customers unmatched response times to your and your vehicle's needs. We understand the critical nature and essence of time when it comes to the ability of our law enforcement customers to respond to situations in your communities. Thus we are able to offer quick response to parts and service needs, no matter whether they are stationed in the USA or abroad.

The Armored Group, LLC is the only manufacturer, distributor, authorized dealer, or supplier of the NTOA Tested and Recommended RDV.

Sincerely,



Jeremy Johnson
Tactical Vehicle Specialist
Manager International Operations
The Armored Group, LLC
221 W. Lancaster Ave, Suite 12002
Fort Worth, TX 76102
817-332-4646 Office
817-291-4956 Cell
817-394-2499 Fax





RESOLUTION

A RESOLUTION INCREASING THE 2013-2014 FISCAL FINANCIAL PLAN FOR THE ENID MUNICIPAL AUTHORITY IN THE AMOUNT OF \$241,500.00.

WHEREAS, the City and Enid Municipal Authority have tentatively agreed to purchase the property located at 348 E Cornell (Marvin Powell property) for \$239,000.00 plus closing costs estimated at \$2,500.00 or less; and

WHEREAS, funds will be transferred from the Enid Municipal Authority (EMA) operating department to the Enid Economic Development Authority (EEDA) operating department to provide the necessary funding utilizing the 1% Sales Tax and Renaissance line-of-credit funds; and

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 IN THE FOLLOWING AMOUNTS:

| | |
|----------------------------------|--------------|
| FUND 31 ENID MUNICIPAL AUTHORITY | |
| EMA | \$241,500.00 |

Adopted this 6th day of August 2013.

Chairman

(Seal)

ATTEST:

City Clerk

RESOLUTION

A RESOLUTION INCREASING THE 2013-2014 FISCAL FINANCIAL PLAN FOR THE ENID ECONOMIC DEVELOPMENT AUTHORITY IN THE AMOUNT OF \$241,500.00.

WHEREAS, the City and Enid Economic Development Authority have tentatively agreed to purchase the property located at 348 E Cornell (Marvin Powell property) for \$239,000.00 plus closing costs estimated at \$2,500.00 or less.; and

WHEREAS, funds will be transferred from the Enid Municipal Authority (EMA) operating department to the Enid Economic Development Authority (EEDA) operating department to provide the necessary funding utilizing the 1% Sales Tax and Renaissance line-of-credit funds; and

AND NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND BOARD OF TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY, THAT THE ENID ECONOMIC DEVELOPMENT AUTHORITY 2013-2014 FISCAL FINANCIAL PLAN BE INCREASED IN THE FOLLOWING AMOUNTS:

| | |
|--|---------------------|
| FUND 32 ENID ECONOMIC DEVELOPMENT AUTHORITY | |
| EEDA | \$241,500.00 |

Adopted this 6th day of August 2013.

Chairman

(Seal)

ATTEST:

City Clerk

PURCHASING CARD CLAIMS LIST

8-6-2013

FUND 10 DEPT 100 - ADMINISTRATIVE SERVICES

| | | | |
|--------------------------------------|-----------|---------------------------------|-----------------|
| AT&T DATA | PO0115303 | IPAD DATA PLAN 7/13 | 85.00 |
| BRADFORD INDUS SUPPLY | PO0115303 | DIFFUSER/FLEX DUCT/RETURN GRILL | 148.27 |
| BUCKS PARTY SHOP | PO0115303 | HELIUM/BALLOONS/RIBBON | 50.00 |
| CITRIXONLINE.COM | PO0115303 | GOTO MEETING 7/13 | 49.00 |
| ENID WINNELSON CO | PO0115303 | FITTINGS | 35.37 |
| KMART 3128 | PO0115303 | BALLOONS | 4.58 |
| LOS AZTECAS INC | PO0115303 | MEAL/CMAO CONF/J RILEY | 20.46 |
| MICROTEL INN AND SUITE | PO0115303 | LODGING/CMAO CONF/J RILEY | 177.00 |
| SHI CORP | PO0115303 | ADOBE SOFTWARE | 653.00 |
| STAPLES 00106633 | PO0115303 | LABLES/FILES | 74.77 |
| STONEHILL GRILL - MIAM | PO0115303 | MEAL/CMAO CONF/J RILEY | 21.00 |
| TLF ENID FLORAL AND GI | PO0115303 | FLORAL ARRANGEMENT | 57.95 |
| ADMINISTRATIVE SERVICES TOTAL | | | 1,376.40 |

FUND 10 DEPT 110 - PERSONNEL SERVICES

| | | | |
|---------------------------------|-----------|-----------------------|---------------|
| J & P SUPPLY CO | PO0115303 | TOWELS/SOAP/DISPENSER | 483.88 |
| PLANTS A PLENTY GREENH | PO0115303 | FLORAL ARRANGEMENT | 66.49 |
| PERSONNEL SERVICES TOTAL | | | 550.37 |

FUND 10 DEPT 120 - LEGAL SERVICES

| | | | |
|-----------------------------|-----------|----------------------|---------------|
| OFFICE DEPOT #1079 | PO0115303 | ENVELOPES/TAPE | 222.83 |
| OKLAHOMASEL | PO0115303 | OSIA DUES/C STEIN | 250.00 |
| STAPLES 00106633 | PO0115303 | FOLDERS/PENS/PENCILS | 49.97 |
| SYX*TIGERDIRECT.COM | PO0115303 | STAPLES | 5.96 |
| LEGAL SERVICES TOTAL | | | 528.76 |

FUND 10 DEPT 140 - SAFETY

| | | | |
|---------------------|-----------|-------------------------------------|-----------------|
| ACE HARDWARE | PO0115303 | KEYS | 2.78 |
| JUMBO FOODS | PO0115303 | WATER/COFFEE/CREAMER | 43.75 |
| RAPID DETECT, INC | PO0115303 | DRUG SCREENING KITS | 979.00 |
| STAPLES 00106633 | PO0115303 | BUSINESS CARD HOLDER/DOC PROTECTORS | 24.27 |
| SAFETY TOTAL | | | 1,049.80 |

FUND 10 DEPT 200 - GENERAL GOVERNMENT

| | | | |
|---------------------------------|-----------|--------------------------|---------------|
| J & P SUPPLY CO | PO0115303 | CUPS | 26.13 |
| JUMBO FOODS | PO0115303 | MEAL/DRINKS/COMM MEETING | 183.64 |
| WAL-MART #0499 | PO0115303 | VENDING MACHINE SNACKS | 300.96 |
| GENERAL GOVERNMENT TOTAL | | | 510.73 |

FUND 10 DEPT 250 - INFORMATION TECHNOLOGY

| | | | |
|-------------------------------------|-----------|-----------------------|---------------|
| CABLINGPLS7604711112 | PO0115303 | NETWORK SUPPLIES | 107.67 |
| DICE CAREER SOLUTIONS | PO0115303 | JOB POSTING | 395.00 |
| TESSCO INCORPORATED | PO0115303 | SURGE SUPPRESSORS (4) | 417.37 |
| INFORMATION TECHNOLOGY TOTAL | | | 920.04 |

FUND 10 DEPT 300 - COMMUNITY DEVELOPMENT

| | | | |
|------------------------------------|-----------|-------------------|--------------|
| UPTOWN SUBS | PO0115303 | MEAL/MAPC MEETING | 69.43 |
| COMMUNITY DEVELOPMENT TOTAL | | | 69.43 |

PURCHASING CARD CLAIMS LIST

8-6-2013

FUND 10 DEPT 350 - CODE ENFORCEMENT

| | | | |
|-------------------------------|-----------|-----------------------------|---------------|
| CRUCIAL.COM | PO0115303 | RAM UPGRADE | 71.99 |
| FIRESTONE 00250464 | PO0115303 | V372 TIRES | 110.00 |
| SHI CORP | PO0115303 | WINDOWS UPGRADE | 123.00 |
| FLAMING AUTO SUPPLY CO | PO0115303 | V372 BRAKE PADS/BRAKE SHOES | 100.10 |
| CODE ENFORCEMENT TOTAL | | | 405.09 |

FUND 10 DEPT 400 - ENGINEERING

| | | | |
|--------------------------|-----------|-----------------------------|---------------|
| AMERICAN 00123809105460 | PO0115303 | AIRFARE/APWA CONF/C GDANSKI | 341.80 |
| LORMAN EDUCATION SERVI | PO0115303 | WATER WELL DESIGN MATERIAL | 77.95 |
| ENGINEERING TOTAL | | | 419.75 |

FUND 10 DEPT 700 - PUBLIC WORKS MGMT

| | | | |
|--------------------------------|-----------|--|-----------------|
| 2000 CED | PO0115303 | LIGHT BALLASTS | 57.29 |
| ACE HARDWARE | PO0115303 | DRYWALL HAMMER/RIVET GUN/HANDLE | 55.47 |
| AMAZON MKTPLACE PMTS | PO0115303 | TOOL BELTS | 501.75 |
| AMAZON.COM | PO0115303 | V686 SEAT COVERS | 128.54 |
| CON EXPO CON/AGG | PO0115303 | REGISTRATION (2)/AGG & IFPE CONFERENCE | 120.00 |
| ENID WINNELSON CO | PO0115303 | PIPE/COUPLING | 43.53 |
| LOCKE SUPPLY - ENID | PO0115303 | URINAL REPAIR KITS/URINAL SEALS | 116.10 |
| LOWES #00205* | PO0115303 | WATER HOSE/PAINT LID | 36.93 |
| PANEVINO | PO0115303 | MEAL (3)/DEPT MEETING | 29.00 |
| STAPLES 00106633 | PO0115303 | USB EXTENSION/PENS/STYLUS | 233.18 |
| STUART C IRBY | PO0115303 | SHOP LIGHT FIXTURES | 1,011.75 |
| WESTERN SIZZLIN | PO0115303 | MEAL (3)/DEPT MEETING | 32.45 |
| PUBLIC WORKS MGMT TOTAL | | | 2,365.99 |

FUND 10 DEPT 710 - FLEET MANAGEMENT

| | | | |
|-------------------------------|-----------|-----------------------------|---------------|
| AMAZON MKTPLACE PMTS | PO0115303 | COOLER LINE DISCONNECT TOOL | 23.40 |
| AT&T DATA | PO0115303 | IPAD DATA PLAN 7/13 | 14.99 |
| FLAMING AUTO SUPPLY CO | PO0115303 | A/C HOSE/COUPLERS | 47.94 |
| LOWES #00205* | PO0115303 | DUST PAN/KNEE PADS | 82.78 |
| OREILLY AUTO 00001883 | PO0115303 | V612 FAN CLUTCH | 41.15 |
| PACESETTER ENTERPRISES | PO0115303 | SOFTWARE RENEWAL | 200.00 |
| PDQ PRINTING | PO0115303 | REQUEST FORMS | 328.00 |
| STAPLES 00106633 | PO0115303 | TONER | 121.75 |
| TRUCKPRO INC 034 | PO0115303 | GAUGES | 108.99 |
| FLEET MANAGEMENT TOTAL | | | 969.00 |

FUND 10 DEPT 730 - PARKS & RECREATION

| | | | |
|------------------------|-----------|-------------------------------|--------|
| 2000 CED | PO0115303 | BULBS/KELLET BALLFIELD | 486.00 |
| ALBRIGHT STEEL & WIRE | PO0115303 | FLAT IRON/RODS | 62.35 |
| AMAZON MKTPLACE PMTS | PO0115303 | EZ REACHER TRASH PICKUP TOOLS | 201.04 |
| AT&T DATA | PO0115303 | IPAD DATA PLAN 7/13 | 30.00 |
| F.W. ZALOUDEK CO. | PO0115303 | MOWER BLADES | 442.02 |
| FLAMING AUTO SUPPLY CO | PO0115303 | V570 FILTERS | 93.85 |
| JACK'S OUTDOOR POWER E | PO0115303 | WEED EATER REPAIR | 130.72 |
| JOHNSTON SEED COMPANY | PO0115303 | FERTILIZER | 72.00 |
| LAMPTON WELDING SUPPLY | PO0115303 | ELECTRICAL WIRE | 75.46 |
| LOCKE SUPPLY - ENID | PO0115303 | ADAPTER/PLUG/COUPLING | 13.35 |
| LOWES #00205* | PO0115303 | CAULK | 11.10 |

PURCHASING CARD CLAIMS LIST

8-6-2013

| | | | |
|-------------------------------------|-----------|-----------------------------|-----------------|
| OREILLY AUTO 00001883 | PO0115303 | V507 MASTER CYLINDER | 54.14 |
| P & K EQUIPMENT | PO0115303 | V573 HOSE | 49.15 |
| PAYPAL *OTM-BULKCLIG | PO0115303 | LIGHTBULBS/KELLET BALL PARK | 545.00 |
| STAPLES 00106633 | PO0115303 | FILE FOLDERS/LABELER/TAPE | 77.86 |
| STUART C IRBY | PO0115303 | TIMER | 25.45 |
| UST*USTA MEMBERSHIP | PO0115303 | USTA MEMBERSHIP RENEWAL | 155.00 |
| WAKO INC | PO0115303 | SPRAYER PUMPS | 234.66 |
| WAL-MART #0499 | PO0115303 | GATORADE | 98.90 |
| WAL-MART #0499 | PO0115303 | POOL CONCESSIONS | 912.03 |
| PARKS & RECREATION TOTAL | | | 3,770.08 |

FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT

| | | | |
|--|-----------|---------------------|---------------|
| AT&T DATA | PO0115303 | IPAD DATA PLAN 7/13 | 60.00 |
| FLAMING AUTO SUPPLY CO | PO0115303 | V119 FUEL FILTER | 24.68 |
| FLAMING AUTO SUPPLY CO | PO0115303 | V130 BRAKE PADS | 237.52 |
| FLAMING AUTO SUPPLY CO | PO0115303 | V938 AIR FILTER | 43.88 |
| LOWES #00205* | PO0115303 | BULB | 6.48 |
| NORTHCUTT CHEVROLET BU | PO0115303 | V651 A/C REPAIR | 228.83 |
| STUART C IRBY | PO0115303 | BULB | 3.18 |
| STRMWTR & ROADWAY MAINT TOTAL | | | 604.57 |

FUND 10 DEPT 750 - TECHNICAL SERVICES

| | | | |
|---------------------------------|-----------|------------------------------|-----------------|
| 2000 CED | PO0115303 | LOOP WIRING | 304.96 |
| AMAZON MKTPLACE PMTS | PO0115303 | PAINT/BATTERY | 221.86 |
| AMAZON MKTPLACE PMTS | PO0115303 | V602 SIDE STEP BARS | 174.00 |
| AT&T DATA | PO0115303 | IPAD DATA PLAN 7/13 | 80.00 |
| FLAMING AUTO SUPPLY CO | PO0115303 | SPRAY PAINT | 31.47 |
| FLAMING AUTO SUPPLY CO | PO0115303 | V130 OIL FILTER | 16.58 |
| FLAMING AUTO SUPPLY CO | PO0115303 | V640 LACQER THINNER | 49.64 |
| GATE SUPPLIES | PO0115303 | SECURITY GATES CHAIN ROLLERS | 176.89 |
| J & P SUPPLY CO | PO0115303 | TOWELS/TOILET TISSUE | 662.32 |
| JUMBO FOODS | PO0115303 | WATER /POWERADE | 59.88 |
| LOCKE SUPPLY WHC ENID | PO0115303 | CONTACTOR | 12.55 |
| LOWES #00205* | PO0115303 | ICE CHEST | 79.92 |
| MORRISON SUPPLY 90 | PO0115303 | RUB CAPACITOR | 10.48 |
| OREILLY AUTO 00001883 | PO0115303 | V640 FIBER DISKS | 268.52 |
| PIONEER CELLULAR | PO0115303 | CELL PHONE CASES (3) | 108.24 |
| STUART C IRBY | PO0115303 | BACK PLATE/STRAPS | 18.98 |
| TOOLUP.COM | PO0115303 | RECIPROCATING SAW KIT | 206.32 |
| TECHNICAL SERVICES TOTAL | | | 2,482.61 |

FUND 10 DEPT 900 - LIBRARY

| | | | |
|------------------------|-----------|-----------------------------|----------|
| AMAZON MKTPLACE PMTS | PO0115303 | DVDS (11)/CARTS | 198.37 |
| AMAZON.COM | PO0115303 | FLOOR LAMP/BATTERIES | 104.48 |
| BAKER & TAYLOR - BOOKS | PO0115303 | BOOKS (68) | 1,093.69 |
| CENTER POINT LARGE PRI | PO0115303 | BOOKS 8) | 174.96 |
| DART/TARTAN/MCNAUGH | PO0115303 | BOOKS (58) | 783.85 |
| DEPT OF CORRECTIONS | PO0115303 | BIKE RACKS | 184.72 |
| DOMINO'S 6465 | PO0115303 | PIZZAS (12)/VOLUNTEER PARTY | 83.00 |
| EDUCATN*YEARBOOK | PO0115303 | BOOKS (2) | 79.90 |
| HOBBY-LOBBY #0008 | PO0115303 | STAMPS/STAMP PADS | 10.76 |
| HTTP GIMLET DOT US | PO0115303 | MONTHLY ONLINE SOFTWARE FEE | 10.00 |

PURCHASING CARD CLAIMS LIST

8-6-2013

| | | | |
|-------------------------|-----------|-----------------------------------|-----------------|
| J & P SUPPLY CO | PO0115303 | TISSUE/LINERS/GLOVES/BOWL CLEANER | 460.74 |
| JUMBO FOODS | PO0115303 | ICE CREAM (34)/SUMMER READING | 162.86 |
| LOWES #00205* | PO0115303 | ALUMINUM SHEET/STAIN/METER | 299.70 |
| LUCKINBILL INC | PO0115303 | RELOCATE HVAC | 505.00 |
| NATIONAL PEN | PO0115303 | PROMOTIONAL PENS (1000) | 420.90 |
| PBD ALA-GRAPH EDITIONS | PO0115303 | BOOKS (6) | 207.67 |
| QUILL CORPORATION | PO0115303 | MARKERS/BATTERIES/TAPE/TONER | 529.44 |
| RECORDED BOOKS | PO0115303 | BOOKS (10)/CD (2) | 546.95 |
| RESEARCH DIVISION | PO0115303 | MICROFILM | 40.00 |
| REVELL MONOGRAM.COM-PRD | PO0115303 | MODEL KITS | 190.43 |
| SHERWIN WILLIAMS #7185 | PO0115303 | ROLLER TRAYS/BRUSH | 16.72 |
| STAPLES 00106633 | PO0115303 | PAPER | 26.00 |
| THE READING WAREHOUSE, | PO0115303 | BOOKS (200) | 321.00 |
| ULINE *SHIP SUPPLIES | PO0115303 | SINGLE CD MAILERS | 32.50 |
| WAL-MART #0499 | PO0115303 | WIPES/BOWL CLEANER/PAINT | 208.08 |
| | | LIBRARY TOTAL | 6,691.72 |

FUND 12 DEPT 125 - SPECIAL PROJECT

| | | | |
|-----------|-----------|------------------------------|---------------|
| A-ONE INC | PO0115303 | AONE CONF REGISTRATIONS (4) | 775.00 |
| | | SPECIAL PROJECT TOTAL | 775.00 |

FUND 20 DEPT 205 - AIRPORT

| | | | |
|------------------------|-----------|-------------------------|---------------|
| 8008089000 PIONEERTELE | PO0115303 | MONTHLY SERVICE 7/13 | 13.57 |
| ENID WINNELSON CO | PO0115303 | FAUCET HANDLE/CARTRIDGE | 52.63 |
| LOCKE SUPPLY - ENID | PO0115303 | URINAL KIT | 10.72 |
| STANLEY SECURITY | PO0115303 | KEYS | 27.68 |
| STAPLES 00106633 | PO0115303 | INK CARTRIDGE/BINDER | 94.96 |
| STAPLS6823496686000 | PO0115303 | BUSINESS CARDS (2) | 111.94 |
| WAL-MART #0499 | PO0115303 | AIRPORT SNACKS | 54.74 |
| | | AIRPORT TOTAL | 366.24 |

FUND 22 DEPT 225 - GOLF

| | | | |
|-----------------------|-----------|-----------------------------|-----------------|
| ATW OF ENID # 01 | PO0115303 | LIVE TRAP/GLOVES/BOOTS | 145.56 |
| DMI* DELL K-12/GOVT | PO0115303 | DESKTOP COMPUTER | 773.69 |
| ENID WINNELSON CO | PO0115303 | PVC FITTINGS/PIPE/GLUE | 591.47 |
| LOWES #00205* | PO0115303 | MULCH/PEAT MOSS/ORNAMENTALS | 291.29 |
| STAPLES 00106633 | PO0115303 | PAPER/SCISSORS/PENS | 82.24 |
| SUDDENLINK-NAT'L SITE | PO0115303 | INTERNET SERVICE 7/13 | 49.95 |
| WALGREENS #5531 | PO0115303 | BANDAGES | 10.88 |
| YELLOW BOOK USA | PO0115303 | ADVERTISEMENT 7/13 | 59.00 |
| | | GOLF TOTAL | 2,004.08 |

FUND 31 DEPT 230 - UTILITY SERVICES

| | | | |
|------------------------|-----------|-------------------------------|-----------------|
| AUTOZONE #0505 | PO0115303 | CRIMPERS | 20.38 |
| COLORID*RIBBONS | PO0115303 | TRASH PASS CARDS/INK | 682.75 |
| FIRESTONE 00250464 | PO0115303 | V371 TIRES | 538.00 |
| LOWES #00205* | PO0115303 | POST HOLE DIGGER/PLIERS | 119.71 |
| STAPLES DIRECT | PO0115303 | PRINTER INK | 815.83 |
| STEVENS FORD LINCOLN M | PO0115303 | V373 A/C REPAIR | 515.50 |
| TYDEN BROOKS | PO0115303 | BARREL LOCK KEYS | 186.23 |
| | | UTILITY SERVICES TOTAL | 2,878.40 |

PURCHASING CARD CLAIMS LIST

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FUND 31 DEPT 760 - SOLID WASTE SERVICES

| | | | |
|-----------------------------------|-----------|--|-----------------|
| ALBRIGHT STEEL & WIRE | PO0115303 | TUBING | 96.93 |
| AMAZON MKTPLACE PMTS | PO0115303 | BLUETOOTH HEADSET | 41.23 |
| AMAZON.COM | PO0115303 | PHONE CASE | 16.91 |
| AT&T DATA | PO0115303 | IPAD DATA PLAN 7/13 (8) | 270.00 |
| ATHEY LUMBER COMPANY | PO0115303 | WOOD PUTTY/BLEND FILL PENCILS | 24.61 |
| DELTA 00672936460932 | PO0115303 | AIRFARE/APWA CONFERENCE/S DEL ANGEL | 271.60 |
| ENID IRON & METAL CO | PO0115303 | ANGLE IRON | 255.23 |
| ENID MACK SALES INC | PO0115303 | V210 BLOWER/GASKET | 224.55 |
| FLAMING AUTO SUPPLY CO | PO0115303 | V117 OIL FILTER | 6.59 |
| FLAMING AUTO SUPPLY CO | PO0115303 | V212 HYDRAULIC FILTER | 10.59 |
| FLAMING AUTO SUPPLY CO | PO0115303 | V260 HUDRAULIC FILTER | 119.94 |
| GREAT HIBACHI | PO0115303 | MEAL (3)/DEPT MEETING | 29.00 |
| HOTWIRE-SALES FINAL | PO0115303 | CAR RENTAL/APWA CONFERENCE/S DEL ANGEL | 504.66 |
| LOCKE SUPPLY WHC ENID | PO0115303 | CAPACITOR | 5.90 |
| MUNN SUPPLY | PO0115303 | SAW BLADE | 137.03 |
| OREILLY AUTO 00001883 | PO0115303 | MARKER LIGHTS | 25.83 |
| OREILLY AUTO 00001883 | PO0115303 | V214 ABSORBANT | 34.74 |
| STAPLES 00106633 | PO0115303 | FILE CABINET/RECEIPT SCANNER | 248.04 |
| STUART C IRBY | PO0115303 | V235 BLADE | 13.99 |
| TESSCO INCORPORATED | PO0115303 | OUTDOOR SPEAKERS | 59.04 |
| TRUCKPRO INC 034 | PO0115303 | V210 BRAKE CHAMBER | 137.88 |
| TRUCKPRO INC 034 | PO0115303 | V260 VALVE | 24.89 |
| UNITED SUPERMARKET 3 | PO0115303 | WATER | 39.90 |
| YELLOW HOUSE MACHINERY | PO0115303 | V239 HOSE | 28.42 |
| YELLOW HOUSE MACHINERY | PO0115303 | V265 FAN | 765.28 |
| SOLID WASTE SERVICES TOTAL | | | 3,392.78 |

FUND 31 DEPT 790 - WATER PRODUCTION

| | | | |
|-------------------------------|-----------|------------------------------|-----------------|
| AT&T DATA | PO0115303 | IPAD DATA PLAN 7/13 | 30.00 |
| ATW OF ENID # 01 | PO0115303 | PUMP | 299.00 |
| BOB HOWARD PDC | PO0115303 | V302 POWER STEERING HOSE | 62.50 |
| FLAMING AUTO SUPPLY CO | PO0115303 | V302 RADIATOR HOSE | 44.59 |
| GRAYBAR ELECTRIC COMPA | PO0115303 | CABLES (75) | 881.40 |
| HEARTLAND SERVICES | PO0115303 | MODEM INSTALLATION | 467.08 |
| STAPLES 00106633 | PO0115303 | INK CARTRIDGE | 167.98 |
| USA BLUE BOOK | PO0115303 | SUBMERSIBLE LEVEL TRANSDUCER | 854.15 |
| WATER PRODUCTION TOTAL | | | 2,806.70 |

FUND 31 DEPT 795 - WATER RECLAMATION SERVICES

| | | | |
|------------------------|-----------|---------------------------------|--------|
| 2000 CED | PO0115303 | RELAYS/CONDUIT | 631.55 |
| ACT*REGION VI PRETREAT | PO0115303 | REGIST PRETREATMENT CONF/G KENT | 135.00 |
| AIRGAS CENTRAL | PO0115303 | FACESHIELD | 53.03 |
| AMAZON MKTPLACE PMTS | PO0115303 | V316 NERF BARS | 174.00 |
| AMAZON MKTPLACE PMTS | PO0115303 | V317 NERF BARS | 174.00 |
| AT&T DATA | PO0115303 | IPAD DATA PLAN 7/13 | 14.99 |
| ATW OF ENID # 01 | PO0115303 | V542 TIRE SEALANT | 51.98 |
| AW BRUEGGEMANN CO | PO0115303 | MOWER PARTS | 67.50 |
| BOB HOWARD PDC | PO0115303 | V317 BUMPER/PANEL/BACKET | 802.91 |
| CHD*C AND H DISTRIBTRS | PO0115303 | FAN | 728.60 |
| DEPT OF ENV QUALITY | PO0115303 | WRF STORMWATER PERMIT | 347.71 |
| FASTENAL COMPANY01 | PO0115303 | SAFETY VEST | 24.03 |
| FLAGS OVER AMERICA | PO0115303 | FLAGS | 111.45 |
| FLAMING AUTO SUPPLY CO | PO0115303 | LACUER THINNER | 49.64 |

PURCHASING CARD CLAIMS LIST

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| | | | |
|---|-----------|--------------------------------|-----------------|
| HYDRO INTERNATIONAL | PO0115303 | SCRAPERS | 235.95 |
| JACK'S OUTDOOR POWER E | PO0115303 | WEED EATERS (2) | 799.98 |
| JUMBO II LLC | PO0115303 | PLUNGERS | 10.78 |
| LEDSNSIRENS.COM | PO0115303 | V317 LIGHT BAR | 551.97 |
| LOCKE SUPPLY WHC ENID | PO0115303 | FILTERS/CLEANER | 113.69 |
| LOWES #00205* | PO0115303 | SPOTLIGHT/PAINT | 79.93 |
| NOR*NORTHERN TOOL | PO0115303 | DRILL BIT SET/CLEANER | 106.97 |
| PATRIOT SURPLUS | PO0115303 | BOOTS/B CARTER | 175.95 |
| PATRIOT SURPLUS | PO0115303 | BOOTS/S STRAW | 175.95 |
| PDQ PRINTING | PO0115303 | BUSINESS CARDS/B BRUMMIT | 60.00 |
| RAMCO UNDERCAR SPECIAL | PO0115303 | V443 CATALYTIC CONVERTER | 372.36 |
| STAPLES 00106633 | PO0115303 | INK CARTRIDGES/BINDERS/LABELER | 212.49 |
| STUART C IRBY | PO0115303 | PROCESS METER/CASE | 1,574.61 |
| UPS (800) 811-1648 | PO0115303 | SHIPPING FEES | 932.67 |
| USPS 39282704133607748 | PO0115303 | SHIPPING FEES | 12.88 |
| YELLOW HOUSE MACHINERY | PO0115303 | V450 FREIGHT | 100.00 |
| AT&T DATA | PO0115303 | IPAD DATA PLAN 7/13 | 30.00 |
| WATER RECLAMATION SERVICES TOTAL | | | 8,912.57 |

FUND 32 DEPT 956 - EEDA

| | | | |
|-------------------|-----------|----------------------------|---------------|
| ENID WINNELSON CO | PO0115303 | M-1313 BRASS STRAINER/PLUG | 56.48 |
| STUART C IRBY | PO0115303 | M-1313 MOUNTING BRACKET | 130.22 |
| EEDA TOTAL | | | 186.70 |

FUND 50 DEPT 505 - 911

| | | | |
|------------------------|-----------|------------------------------|---------------|
| DELGADO'S MEXICAN REST | PO0115303 | MEAL/911 MEETING/R SINGLETON | 16.94 |
| PUBLIC SAFTY RECRUIT.C | PO0115303 | 911 DISPATCHER TEST | 64.00 |
| STAPLES 00106633 | PO0115303 | INK CARTIRDGES | 69.98 |
| UPS (800) 811-1648 | PO0115303 | SHIPPING FEES | 9.67 |
| 911 TOTAL | | | 160.59 |

FUND 51 DEPT 515 - POLICE

| | | | |
|------------------------|-----------|---------------------------------|----------|
| AIRGAS SAFETY LYONS | PO0115303 | RUBBER GLOVES | 51.45 |
| BOB HOWARD PDC | PO0115303 | (CREDIT) V2026 CORE | (300.00) |
| BOB HOWARD PDC | PO0115303 | V407 ARMREST | 66.00 |
| DALLAS CHILDRENS ADVOC | PO0115303 | REGISTRATIONS (3)/ICAC CONF | 1,395.00 |
| DOMINO'S 6465 | PO0115303 | MEAL/PCSC MEETING | 19.98 |
| ENID EVENT CENTER AND | PO0115303 | CONF ROOM RENTAL | 100.00 |
| FLAMING AUTO SUPPLY CO | PO0115303 | (CREDIT) V2168 RADIATOR FAN KIT | (47.99) |
| FLAMING AUTO SUPPLY CO | PO0115303 | V2009 EXHAUST GASKET | 5.38 |
| FLAMING AUTO SUPPLY CO | PO0115303 | V2034 IDLER PULLEY | 23.39 |
| FLAMING AUTO SUPPLY CO | PO0115303 | V2077 FAN ASSY | 214.09 |
| FLAMING AUTO SUPPLY CO | PO0115303 | V2111 SPARK PLUGS | 16.14 |
| FLAMING AUTO SUPPLY CO | PO0115303 | V35 BRAKE PADS/IDLER ARM | 190.88 |
| FLAMING AUTO SUPPLY CO | PO0115303 | V401 AIR FILTERS | 12.38 |
| MTM RECOGNITION ACCT D | PO0115303 | CUSTOM PADFOLIOS (50) | 483.57 |
| NATIONAL TACTICAL OFFI | PO0115303 | NTOA MEMBERSHIP/G FUXA | 150.00 |
| OREILLY AUTO 00001883 | PO0115303 | V2034 EXHAUST GASKET | 4.78 |
| OREILLY AUTO 00001883 | PO0115303 | V2043 FAN ASSY | 276.20 |
| OREILLY AUTO 00001883 | PO0115303 | V35 ACCUMULATOR | 33.10 |
| RAMCO UNDERCAR SPECIAL | PO0115303 | V2034 EXHAUST REPAIR | 25.00 |
| SEARS AUTO CNTR 6449 | PO0115303 | GENERATOR BATTERY | 168.64 |
| SHELL OIL 57445553407 | PO0115303 | V2003 FUEL/EOD TRANSPORT | 20.00 |
| SHELL OIL 57445553407 | PO0115303 | V24 FUEL/EOD TRANSPORT | 47.19 |

PURCHASING CARD CLAIMS LIST

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| | | | |
|------------------------|-----------|----------------------------|-----------------|
| STAPLES 00106633 | PO0115303 | SCANNER/PRINTER | 149.99 |
| THE BIKE SHOP | PO0115303 | CELLULAR PHONE HOLDER/TIRE | 68.99 |
| ULINE *SHIP SUPPLIES | PO0115303 | EVIDENCE BOXES | 743.96 |
| USPS 39282704133607748 | PO0115303 | SHIPPING FEES | 5.80 |
| WAL-MART #0499 | PO0115303 | JEANS/J BREEZE | 60.00 |
| WAYFAIR*WAYFAIR | PO0115303 | HOSES | 182.36 |
| | | POLICE TOTAL | 4,166.28 |

FUND 52 DEPT 525 - C.I.C.

| | | | |
|----------------|-----------|---------------------|---------------|
| AT&T K008 9969 | PO0115303 | IPHONE | 199.99 |
| | | C.I.C. TOTAL | 199.99 |

FUND 60 DEPT 605 - CONFERENCE CENTER

| | | | |
|---------------------|-----------|--------------------------------|---------------|
| DMI* DELL K-12/GOVT | PO0115303 | LAPTOP | 567.00 |
| | | CONFERENCE CENTER TOTAL | 567.00 |

FUND 65 DEPT 655 - FIRE

| | | | |
|------------------------|-----------|-----------------------------------|-----------------|
| AT&T DATA | PO0115303 | IPAD DATA PLAN 7/13 | 25.00 |
| ATW OF ENID # 01 | PO0115303 | OIL/HITCH PIN CLIP | 13.75 |
| AUTOZONE #0505 | PO0115303 | FUSE PANELS (2) | 20.38 |
| BRADFORD INDUS SUPPLY | PO0115303 | EASY SEAL | 69.83 |
| DEMOULIN BROTHERS & CO | PO0115303 | HONOR GUARD CITATION CORDS | 97.00 |
| ENID WINNELSON CO | PO0115303 | CLOSET BOLTS/BOWL WAX/SHIMS | 9.44 |
| G WILLIES UNIFORM | PO0115303 | HONOR GUARD COLLAR INSIGNIAS | 81.25 |
| GLENDALE PARADE STORE | PO0115303 | HONOR GUARD COAT BRAID | 158.75 |
| J & P SUPPLY CO | PO0115303 | UPRIGHT VACUUM/PUMP | 687.49 |
| JUMBO FOODS | PO0115303 | SPONGES (24) | 21.36 |
| KUSSMAUL ELECTRONICS C | PO0115303 | V1029 BATTERY CHARGER REPAIR | 347.32 |
| LOCKE SUPPLY WHC ENID | PO0115303 | REFRIGERANT | 77.00 |
| LOWES #00205* | PO0115303 | BLINDS/GRINDER/GRINDER WIRE WHEEL | 444.58 |
| LYNDA.COM | PO0115303 | SUBSCRIPTION RENEWAL | 37.50 |
| NATL. REGISTRY OF EMTS | PO0115303 | EMT CERTIFICATION/J LONG | 70.00 |
| OREILLY AUTO 00001883 | PO0115303 | V1003 COMPLETE AC UNIT | 329.43 |
| PUBLIC AGENCY TRAINING | PO0115303 | LEGAL GUIDE | 15.00 |
| REAL TIME COMMUNICATIO | PO0115303 | HAZMAT INTERNET SERVICE 7/13 | 129.99 |
| SADDORIS COMPANIES INC | PO0115303 | SHOP TOWEL SERVICE 6/13 | 89.90 |
| SHERWIN WILLIAMS #7185 | PO0115303 | HYDRANT PAINT/BRUSHES (24) | 246.52 |
| SYX*TIGERDIRECT.COM | PO0115303 | LABEL PRINTER | 138.62 |
| THE BRIDAL SHOP 1 | PO0115303 | HONOR GUARD WHITE SHIRTS (7) | 210.00 |
| UPS*1Z42182T0396277930 | PO0115303 | SHIPPING FEES | 8.57 |
| | | FIRE TOTAL | 3,328.68 |

FUND 99 DEPT 995 - EPTA

| | | | |
|------------------------|-----------|------------------------|---------------|
| DOLLAR-GENERAL #2858 | PO0115303 | BATTERIES/PAPER TOWELS | 7.00 |
| FLAMING AUTO SUPPLY CO | PO0115303 | V8565 MINIATURE LAMP | 29.98 |
| FLAMING AUTO SUPPLY CO | PO0115303 | V8568 BRAKE PADS | 53.89 |
| JUMBO FOODS | PO0115303 | MEAL/DEPT MEETING | 32.05 |
| STAPLES 00106633 | PO0115303 | PAPER/TAPE/STAPLES | 22.47 |
| | | EPTA TOTAL | 145.39 |

JP MORGANCHASE CLAIMS LIST TOTAL**\$ 52,604.74**

PURCHASE ORDER CLAIMS LIST

8/6/2013

FUND 10 DEPT 000 - N.A.

| | | | | |
|-------------------|----------------------------------|-----------|---------------------------|---------------------|
| 01-00571 | SOUTHERN TIRE MART | PO0115026 | TIRES/ST | \$925.69 |
| 01-01472 | STAPLES ADVANTAGE | PO0115146 | PAPER/ISSUE/PENS/ST | \$54.94 |
| 01-01472 | STAPLES ADVANTAGE | PO0115226 | BATTERIES/BINDERS/TAPE/ST | \$80.50 |
| 01-03159 | COOPERRIDER SALES | PO0115023 | TIRE SEALANT/ST | \$774.00 |
| 01-03315 | RED ROCK DISTRIBUTING CO. | PO0114941 | UNLEADED FUEL/ST | \$24,567.81 |
| 01-06041 | FARMERS GRAIN COMPANY-POND CREEK | PO0114940 | DIESEL/ST | \$22,834.72 |
| 01-13089 | MERRIFIELD OFFICE SUPPLY | PO0115225 | COPY PAPER/ST | \$945.00 |
| 01-15051 | OK TAX COMMISSION | PO0114932 | AIRPORT SALES TAX 6/13 | \$55.80 |
| 01-15125 | OK GAS & ELECTRIC | PO0114852 | MONTHLY SERVICE 6/13 | \$285.25 |
| 01-15125 | OK GAS & ELECTRIC | PO0114853 | MONTHLY SERVICE 6/13 | \$63,968.24 |
| 01-15125 | OK GAS & ELECTRIC | PO0115106 | MONTHLY SERVICE 6/13 | \$60,263.79 |
| 01-15125 | OK GAS & ELECTRIC | PO0115241 | MONTHLY SERVICE 6/13 | \$690.65 |
| 01-15127 | OK NATURAL GAS | PO0115250 | MONTHLY SERVICE 6/13 | \$599.55 |
| 01-15127 | OK NATURAL GAS | PO0115248 | MONTHLY SERVICE 6/13 | \$826.64 |
| 01-15132 | O'REILLY AUTO PARTS, INC. | PO0115025 | ANTI-FREEZE/ST | \$191.88 |
| 01-53300 | ANIMAL CARE OF ENID, INC. | PO0114868 | REIMB/VACCINES | \$340.00 |
| 01-70950 | COPIERS PLUS, INC. | PO0114927 | COPIER MAINTENANCE 6/13. | \$657.81 |
| 01-75690 | GALETON GLOVES | PO0115024 | SAFETY GLASSES/ST | \$298.50 |
| N.A. TOTAL | | | | \$178,360.77 |

FUND 10 DEPT 100 - ADM. SERVICES

| | | | | |
|----------------------------|--------------------------|-----------|----------------------------|--------------------|
| 01-01783 | JP MORGAN CHASE | PO0115303 | CHASE PAYMENT | \$1,318.45 |
| 01-02103 | BENSON, ERIC | PO0115195 | REIMB/TRAVEL/DENVER SUMMIT | \$1,475.57 |
| 01-02736 | BYRIN'S LAWN CARE | PO0115251 | BILLBOARD REMOVAL | \$400.00 |
| 01-02790 | GLOBAL SPECTRUM | PO0115252 | EVENT TICKETS | \$2,840.00 |
| 01-02790 | GLOBAL SPECTRUM | PO0115253 | EMPLOYEE TRAINING/S KIME | \$595.86 |
| 01-02790 | GLOBAL SPECTRUM | PO0115253 | ENID FIRST MEETING | \$70.06 |
| 01-02790 | GLOBAL SPECTRUM | PO0115253 | CITIZENS ACADEMY/BANQUET | \$196.90 |
| 01-02790 | GLOBAL SPECTRUM | PO0115281 | CIRQUE MUSICA TKTS (20) | \$1,224.00 |
| 01-03017 | CORNFORTH KEY SHOP, INC. | PO0114866 | PROFESSIONAL SERVICES 6/13 | \$70.00 |
| 01-03233 | ENID A.M. AMBUCS | PO0115006 | FLAG SUBSCRIPTION 7/13 | \$2,000.00 |
| 01-04098 | HWA PARKING | PO0113896 | DWTN PARKING GARAGE | \$6,000.00 |
| 01-04116 | DOWNTOWN THREADS | PO0115171 | LOGO SHIRTS (4) | \$106.16 |
| 01-05006 | ENID ELECTRIC MOTOR | PO0115161 | SPRING KIT/BEARING/LABOR | \$1,749.09 |
| 01-11074 | KLINE SIGN, LLC | PO0114848 | VAFB MAIN GATE BILLBOARD | \$1,854.00 |
| 01-16145 | PETTY CASH | PO0115277 | REIMB/MEAL/E BENSON | \$50.63 |
| 01-16145 | PETTY CASH | PO0115277 | REIMB/MILEAGE/J RILEY | \$228.72 |
| 01-16145 | PETTY CASH | PO0115277 | REIMB/WATER/K DEMBEK | \$9.27 |
| 01-72920 | EAGLE MARKETING, INC. | PO0114867 | ADVERTISING | \$1,950.00 |
| ADM. SERVICES TOTAL | | | | \$22,138.71 |

FUND 10 DEPT 110 - HUMAN RESOURCES

| | | | | |
|------------------------------|-----------------------------------|-----------|-------------------------------|-------------------|
| 01-01472 | STAPLES ADVANTAGE | PO0115146 | SIGN HOLDERS | \$15.79 |
| 01-01783 | JP MORGAN CHASE | PO0115303 | CHASE PAYMENT | \$608.32 |
| 01-03053 | NORTHWEST SHREDDERS, LLC | PO0115211 | SECURITY CONSOLE | \$20.00 |
| 01-04129 | OK DEPT. OF CORRECTIONS | PO0115215 | INMATE/VAN USAGE 6/13 | \$688.07 |
| 01-15004 | OK EMPLOYMENT SECURITY COMMISSION | PO0115222 | UNEMPLOYMENT BENEFITS 2ND QTR | \$234.78 |
| 01-18022 | RUSCO PLASTICS | PO0115208 | RETIREMENT PLATE ENGRAVING | \$4.50 |
| 01-74350 | NORCE | PO0115223 | JANITORIAL SERVICES 7/13 | \$1,240.40 |
| 01-74350 | NORCE | PO0115220 | JANITORIAL SERVICES 6/13 | \$1,550.50 |
| HUMAN RESOURCES TOTAL | | | | \$4,362.36 |

FUND 10 DEPT 120 - LEGAL SVCS.

| | | | | |
|----------|---------------------|-----------|---------------|----------|
| 01-01284 | MOORAD, AMAL E. MD. | PO0115088 | WC/MEDICAL | \$197.36 |
| 01-01783 | JP MORGAN CHASE | PO0115303 | CHASE PAYMENT | \$528.76 |
| 01-02212 | MORGAN, LISA | PO0115177 | WC/MEDICAL | \$31.50 |

| | | | | |
|--------------------------|------------------------------------|-----------|----------------------------|--------------------|
| 01-02307 | ANNUITY TRANSFERS, LTD. | PO0114842 | WC/ATTORNEY FEE | \$63.47 |
| 01-02568 | MSC GROUP, INC. | PO0115079 | WC/MEDICAL | \$98.28 |
| 01-03053 | NORTHWEST SHREDDERS, LLC | PO0115211 | SECURITY CONSOLE | \$40.00 |
| 01-03402 | OMCCA | PO0114882 | ANNUAL DUES (4) 2013/14 | \$220.00 |
| 01-03902 | MCGIVERN & GILLIARD A PROFESSIONAL | PO0115087 | WC/ATTORNEY FEE | \$250.00 |
| 01-03921 | EXPRESS SCRIPTS, INC. | PO0115269 | WC/MEDICAL | \$1,066.83 |
| 01-03921 | EXPRESS SCRIPTS, INC. | PO0115268 | WC/MEDICAL | \$5,099.11 |
| 01-04102 | SCHEFFE PRESCRIPTION SHOP | PO0115085 | WC/MEDICAL | \$67.78 |
| 01-04117 | INVENTUS,LLC | PO0115175 | WC/MEDICAL | \$59.74 |
| 01-04118 | ARENS, EDWARDS | PO0115060 | WC/MEDICAL | \$93.75 |
| 01-04118 | ARENS, EDWARDS | PO0115060 | WC MILEAGE | \$204.14 |
| 01-04118 | ARENS, EDWARDS | PO0115174 | WC/MILEAGE | \$102.73 |
| 01-04160 | COMPTOX LABORATORY SOLUTIONS | PO0115081 | WC/MEDICAL | \$29.67 |
| 01-04160 | COMPTOX LABORATORY SOLUTIONS | PO0115104 | WC/MEDICAL | \$757.40 |
| 01-05107 | ENID PATHOLOGY CONSULTANTS | PO0115073 | WC/MEDICAL | \$15.00 |
| 01-16145 | PETTY CASH | PO0115277 | REIMB/FILING FEES | \$53.00 |
| 01-19194 | OK TAX COMMISSION | PO0114841 | TRUST FUND ASSESSMENT 6/13 | \$6,067.74 |
| 01-33380 | OPFER, DAVID | PO0114843 | WC/MEDICAL | \$253.89 |
| 01-33380 | OPFER, DAVID | PO0114938 | WC/MEDICAL | \$317.36 |
| 01-33380 | OPFER, DAVID | PO0115196 | WC/MEDICAL | \$317.36 |
| 01-45450 | GARFIELD FURNITURE | PO0114925 | FILE CABINET | \$600.00 |
| 01-76490 | ENID EYE CLINIC | PO0115098 | WC/MEDICAL | \$123.30 |
| 01-76490 | ENID EYE CLINIC | PO0115173 | WC/MEDICAL | \$2,149.76 |
| LEGAL SVCS. TOTAL | | | | \$18,807.93 |

FUND 10 DEPT 140 - SAFETY

| | | | | |
|---------------------|-----------------|-----------|---------------------------|-------------------|
| 01-01783 | JP MORGAN CHASE | PO0115303 | CHASE PAYMENT | \$1,049.80 |
| 01-16004 | PDQ PRINTING | PO0114980 | BUSINESS CARDS/L ANGUIANO | \$60.00 |
| SAFETY TOTAL | | | | \$1,109.80 |

FUND 10 DEPT 200 - GENERAL GOV'T.

| | | | | |
|-----------------------------|------------------------------------|-----------|-----------------------------|--------------------|
| 01-01783 | JP MORGAN CHASE | PO0115303 | CHASE PAYMENT | \$510.73 |
| 01-02034 | OKLA. DEPT. OF LABOR | PO0115276 | ELEVATOR INSPECTION 7/13 | \$75.00 |
| 01-03707 | DOERNER, SAUNDERS, DANIEL & ANDERS | PO0115093 | PROFESSIONAL LEGAL SERVICES | \$3,202.70 |
| 01-05134 | ENID NEWS & EAGLE | PO0115273 | PUBLICATIONS | \$343.20 |
| 01-05134 | ENID NEWS & EAGLE | PO0115274 | PUBLICATIONS | \$384.46 |
| 01-16145 | PETTY CASH | PO0115278 | REIMB/FILING FEES | \$15.00 |
| 01-16147 | PEGASYS | PO0114764 | PROGRAM FUNDING 2013/2014 | \$15,416.66 |
| 01-36830 | MAIN STREET ENID, INC. | PO0114759 | PROGRAM FUNDING 2013/2014 | \$6,250.00 |
| 01-49130 | BOOKER T. WASHINGTON | PO0115308 | PROGRAM FUNDING 2013/2014 | \$15,000.00 |
| 01-50710 | OK MUNICIPAL ASSURANCE GROUP | PO0115224 | COE DEDUCTIBLE/S KERNES | \$10,000.00 |
| 01-58150 | MCAFEE & TAFT | PO0114888 | PROFESSIONAL LEGAL SERVICES | \$344.00 |
| GENERAL GOV'T. TOTAL | | | | \$51,541.75 |

FUND 10 DEPT 210 - ACCOUNTING

| | | | | |
|-------------------------|--------------------------|-----------|---------------------------|-----------------|
| 01-00085 | PITNEY BOWES | PO0114992 | POSTAGE METER RENTAL 7/13 | \$240.00 |
| 01-01472 | STAPLES ADVANTAGE | PO0115146 | STAMP | \$27.10 |
| 01-01472 | STAPLES ADVANTAGE | PO0115226 | CALCULATOR | \$57.79 |
| 01-03053 | NORTHWEST SHREDDERS, LLC | PO0115211 | SECURITY CONSOLE | \$20.00 |
| ACCOUNTING TOTAL | | | | \$344.89 |

FUND 10 DEPT 220 - RECORDS & RECEIPTS

| | | | | |
|-------------------------------------|-------------------|-----------|----------------------|----------------|
| 01-01472 | STAPLES ADVANTAGE | PO0115146 | LAMINATING POUCHES | \$19.77 |
| 01-04116 | DOWNTOWN THREADS | PO0115275 | LOGO JACKET/L ESTILL | \$36.73 |
| RECORDS & RECEIPTS TOTAL | | | | \$56.50 |

FUND 10 DEPT 250 - INFORMATION TECHNOLOGY

| | | | | |
|-------------------------------------|------------------------|-----------|--------------------------|--------------------|
| 01-00630 | DIAMOND SOFTWARE, INC. | PO0115263 | ENHANCEMENT RENEWAL 2013 | \$14,320.00 |
| 01-00630 | DIAMOND SOFTWARE, INC. | PO0115263 | SUPPORT PLAN 2013 | \$12,916.15 |
| 01-01783 | JP MORGAN CHASE | PO0115303 | CHASE PAYMENT | \$920.04 |
| 01-03163 | SUDDENLINK-COE | PO0114655 | INTERNET SERVICE 8/13 | \$2,925.00 |
| INFORMATION TECHNOLOGY TOTAL | | | | \$31,081.19 |

FUND 10 DEPT 300 - COMMUNITY DEVELOPEMENT

| | | | | |
|-------------------------------------|-----------------|-----------|---------------|----------------|
| 01-01783 | JP MORGAN CHASE | PO0115303 | CHASE PAYMENT | \$69.43 |
| COMMUNITY DEVELOPEMENT TOTAL | | | | \$69.43 |

FUND 10 DEPT 350 - CODE ENFORCEMENT

| | | | | |
|-------------------------------|------------------------------------|-----------|---------------------------------|-------------------|
| 01-01458 | INTERSTATE BATTERY SYSTEM OF SW OK | PO0114968 | V724 BATTERY | \$98.75 |
| 01-01783 | JP MORGAN CHASE | PO0115303 | CHASE PAYMENT | \$405.09 |
| 01-02639 | RON'S MOWING SERVICE | PO0114869 | MOW/1603 E WALNUT | \$75.00 |
| 01-02639 | RON'S MOWING SERVICE | PO0114869 | MOW/2401 E BIRCH | \$175.00 |
| 01-02639 | RON'S MOWING SERVICE | PO0114869 | MOW/456 E YORK | \$75.00 |
| 01-02639 | RON'S MOWING SERVICE | PO0114869 | MOW/418 E YORK | \$75.00 |
| 01-02639 | RON'S MOWING SERVICE | PO0114869 | MOW/1821 E ASH | \$75.00 |
| 01-02639 | RON'S MOWING SERVICE | PO0114869 | MOW/1507 E BROADWAY | \$75.00 |
| 01-02639 | RON'S MOWING SERVICE | PO0114869 | MOW/329 S 20TH | \$75.00 |
| 01-02639 | RON'S MOWING SERVICE | PO0114869 | MOW/1822 S LOCUST | \$150.00 |
| 01-02639 | RON'S MOWING SERVICE | PO0115116 | MOW/1305 S VAN BUREN | \$75.00 |
| 01-02639 | RON'S MOWING SERVICE | PO0115116 | MOW/1329 N 10TH | \$75.00 |
| 01-02639 | RON'S MOWING SERVICE | PO0115116 | MOW/224 W ILLINOIS | \$75.00 |
| 01-02639 | RON'S MOWING SERVICE | PO0115116 | MOW/508 S MADISON | \$75.00 |
| 01-02639 | RON'S MOWING SERVICE | PO0115148 | MOW/1103 W PINE | \$75.00 |
| 01-02639 | RON'S MOWING SERVICE | PO0115256 | MOW/1002 N INDEPENDENCE | \$75.00 |
| 01-02639 | RON'S MOWING SERVICE | PO0115256 | MOW/605 W POPLAR | \$75.00 |
| 01-02639 | RON'S MOWING SERVICE | PO0115256 | MOW/1101 N INDEPENDENCE | \$75.00 |
| 01-02639 | RON'S MOWING SERVICE | PO0115256 | MOW/1413 N 14TH | \$75.00 |
| 01-03589 | T & J DEMOLITION, LLC | PO0113020 | DEMO/214 S TYLER | \$4,500.00 |
| 01-03589 | T & J DEMOLITION, LLC | PO0115005 | TREE REMOVAL/917 N INDEPENDENCE | \$275.00 |
| 01-03924 | GIRLS GETTER DONE | PO0114871 | MOW/313 E OHIO | \$175.00 |
| 01-03924 | GIRLS GETTER DONE | PO0114871 | MOW/611 E OHIO | \$80.00 |
| 01-03924 | GIRLS GETTER DONE | PO0114871 | MOW/620 E BROADWAY | \$80.00 |
| 01-03924 | GIRLS GETTER DONE | PO0114871 | MOW/820 E BROADWAY | \$80.00 |
| 01-03924 | GIRLS GETTER DONE | PO0114871 | MOW/1517 S 2ND | \$175.00 |
| 01-03924 | GIRLS GETTER DONE | PO0114890 | MOW/1011 N 6TH | \$80.00 |
| 01-03924 | GIRLS GETTER DONE | PO0114910 | MOW/1202 N 10TH | \$80.00 |
| 01-03924 | GIRLS GETTER DONE | PO0114926 | MOW/1225 E MAPLE | \$80.00 |
| 01-03924 | GIRLS GETTER DONE | PO0115117 | MOW/713 N INDEPENDENCE | \$80.00 |
| 01-03924 | GIRLS GETTER DONE | PO0115117 | MOW/1030 N DAVIS | \$80.00 |
| 01-03924 | GIRLS GETTER DONE | PO0115147 | MOW/NICHOLAS OAK ADDTN | \$175.00 |
| 01-03924 | GIRLS GETTER DONE | PO0115147 | MOW/817 S WASHINGTON | \$80.00 |
| 01-03924 | GIRLS GETTER DONE | PO0115194 | MOW/405 E STATE | \$80.00 |
| 01-03924 | GIRLS GETTER DONE | PO0115194 | MOW/625 E YORK | \$80.00 |
| 01-03924 | GIRLS GETTER DONE | PO0115194 | MOW/1231 N 11TH | \$80.00 |
| 01-03924 | GIRLS GETTER DONE | PO0115255 | MOW/1031 E MAINE | \$80.00 |
| 01-16145 | PETTY CASH | PO0115278 | REIMB/FILING FEES | \$725.00 |
| 01-16145 | PETTY CASH | PO0115278 | REIMB/RETIREMENT/BRINTNALL | \$69.64 |
| 01-20106 | T & W TIRE, INC. | PO0115067 | V727 TIRES | \$397.00 |
| CODE ENFORCEMENT TOTAL | | | | \$9,485.48 |

FUND 10 DEPT 400 - ENGINEERING

| | | | | |
|----------|-----------------------------|-----------|-----------------------------|-------------------|
| 01-01472 | STAPLES ADVANTAGE | PO0115226 | STAPLERS | \$17.98 |
| 01-01783 | JP MORGAN CHASE | PO0115303 | CHASE PAYMENT | \$419.75 |
| 01-02440 | KATTA-MUDDANNA, MURALIKUMAR | PO0115214 | ESRI ANNUAL CONFERENCE 2013 | \$379.14 |
| 01-08022 | HUGHES LUMBER CO., LLC | PO0114965 | STAKES | \$75.95 |
| 01-67150 | DLT SOLUTIONS, INC. | PO0114586 | AUTO CAD SUBSCRIPTIONS | \$7,453.05 |
| | | | ENGINEERING TOTAL | \$8,345.87 |

FUND 10 DEPT 700 - PUBLIC WORKS MGMT

| | | | | |
|----------|---------------------------------|-----------|-------------------------------|-------------------|
| 01-01783 | JP MORGAN CHASE | PO0115303 | CHASE PAYMENT | \$2,365.99 |
| 01-03583 | MCKINLEY LUMBER, LLC. | PO0114924 | LUMBER | \$367.93 |
| 01-12098 | LAWSON PRODUCTS, INC. | PO0114969 | LUMBER | \$363.38 |
| 01-70950 | COPIERS PLUS, INC. | PO0114927 | COPIER MAINTENANCE 6/13 | \$7.94 |
| 01-80473 | ACE HARDWARE-SOUTHERN HARDLINES | PO0114972 | FITTINGS | \$31.21 |
| | | | PUBLIC WORK MGMT TOTAL | \$3,136.45 |

FUND 10 DEPT 710 - FLEET MANAGEMENT

| | | | | |
|----------|-------------------------------|-----------|-------------------------------|-------------------|
| 01-01783 | JP MORGAN CHASE | PO0115303 | CHASE PAYMENT | \$969.00 |
| 01-03457 | CARTEGRAPH SYSTEMS, INC. | PO0115170 | SOFTWARE INTEGRATION RENEWAL | \$1,140.00 |
| 01-05067 | ENID GLASSWORKS, INC. | PO0115120 | ADHESIVE | \$32.66 |
| 01-06019 | FLAMING AUTO SUPPLY CO., INC. | PO0114961 | WRENCH | \$17.69 |
| 01-08018 | HOTSY OF OKLAHOMA, INC. | PO0115130 | NOZZLE | \$21.00 |
| 01-08018 | HOTSY OF OKLAHOMA, INC. | PO0115074 | PULLEY/LABOR | \$81.92 |
| 01-12098 | LAWSON PRODUCTS, INC. | PO0114969 | BEVERAGE/CIRCUIT STARTER/WIRE | \$497.93 |
| 01-12098 | LAWSON PRODUCTS, INC. | PO0115102 | DRILL BITS SET | \$163.73 |
| 01-13017 | MUNN SUPPLY, INC. | PO0115134 | PAINT MARKER | \$22.70 |
| 01-13218 | MYERS TIRE SUPPLY, INC. | PO0115071 | SEAL/VALVE/CLEANER FLUID | \$269.18 |
| 01-16004 | PDQ PRINTING | PO0115121 | BUSINESS CARDS/E GLENN | \$65.00 |
| 01-16145 | PETTY CASH | PO0115278 | REIMB/VEHICLE TAGS | \$85.00 |
| 01-35300 | UNIFIRST, INC. | PO0115056 | WIPERS/BAG/TOWELS | \$248.97 |
| 01-35300 | UNIFIRST, INC. | PO0115077 | SHOP TOWEL SERVICE 6/13 | \$82.99 |
| | | | FLEET MANAGEMENT TOTAL | \$3,697.77 |

FUND 10 DEPT 730 - PARKS & RECREATION

| | | | | |
|----------|---------------------------------|-----------|------------------------------|------------|
| 01-00447 | FRONTIER EQUIP. SALES, LLC | PO0115178 | V2300 BROOMS | \$1,759.33 |
| 01-01070 | ADOLPH KIEFER & ASSOCIATES | PO0114991 | GUARD BOARD | \$32.44 |
| 01-01102 | ATHEY LUMBER CO., INC. | PO0115108 | LUMBER | \$68.76 |
| 01-01102 | ATHEY LUMBER CO., INC. | PO0115110 | LUMBER/FRIEGHT | \$775.38 |
| 01-01783 | JP MORGAN CHASE | PO0115303 | CHASE PAYMENT | \$3,770.08 |
| 01-02053 | BAKERS ALTERNATOR-STARTER, INC. | PO0114955 | ALTERNATOR | \$389.26 |
| 01-02243 | BB MACHINE & SUPPLY, INC. | PO0114956 | CLUTCH/CYLINDER | \$838.94 |
| 01-02243 | BB MACHINE & SUPPLY, INC. | PO0114956 | V524 CYLINDER/METRIC JOINT | \$437.31 |
| 01-02243 | BB MACHINE & SUPPLY, INC. | PO0114956 | V576 TUBE | \$312.66 |
| 01-02243 | BB MACHINE & SUPPLY, INC. | PO0114956 | V517 FITTINGS | \$12.40 |
| 01-02243 | BB MACHINE & SUPPLY, INC. | PO0115180 | MOWER BLADES | \$1,221.84 |
| 01-02623 | SHOE SHOW, INC. | PO0115040 | BOOTS/H BENDICKSON | \$69.98 |
| 01-02736 | BYRIN'S LAWN CARE | PO0114870 | TREE REMOVAL/CHAMPLIN POOL | \$100.00 |
| 01-03107 | CHEM-CAN SERVICES, INC. | PO0114985 | PORTABLE TOILET RENTAL 7/13 | \$1,100.00 |
| 01-03253 | YELLOWHOUSE MACHINERY COMPANY | PO0114981 | V940 REFRIGERANT HOSE/O RING | \$134.09 |
| 01-05012 | ENID WINNELSON COMPANY, INC. | PO0114988 | HYDRANT/ADAPTERS | \$121.42 |
| 01-12041 | LUBER BROS., INC. | PO0115076 | V563 BREAKER | \$64.32 |
| 01-12098 | LAWSON PRODUCTS, INC. | PO0114969 | DRILL BITS | \$368.91 |
| 01-13017 | MUNN SUPPLY, INC. | PO0114997 | SAFETY GLASSES (7) | \$69.80 |
| 01-14004 | NORTHCUTT CHEVROLET, INC. | PO0114966 | V507 DOOR HANDLES | \$101.48 |
| 01-15061 | OK CORRECTIONAL INDUST. | PO0115091 | BENCHES (2) | \$463.50 |
| 01-19235 | SOUTHWEST TRUCK PARTS, INC. | PO0115010 | LED LIGHTS | \$2,150.74 |

| | | | | |
|-------------------------------------|--------------------------------|-----------|------------------------|--------------------|
| 01-20106 | T & W TIRE, INC. | PO0115052 | V568 TIRE | \$800.00 |
| 01-26001 | ZALOUDEK IMPLEMENT CO., INC. | PO0114963 | BLADES/BELT | \$556.69 |
| 01-33220 | ZALOUDEK, F. W. | PO0114986 | BLADES | \$283.73 |
| 01-35830 | ENID NEW HOLLAND, INC. | PO0114959 | OIL SEAL | \$200.90 |
| 01-50210 | LOWE'S HOME CENTERS, INC. | PO0115065 | PAINT/PRIMER | \$121.60 |
| 01-51190 | JACK'S OUTDOOR POWER EQUIPMENT | PO0114989 | CHAIN | \$5.00 |
| 01-80153 | KINNUNEN, INC. | PO0115157 | BRACKETS/EDGER/ADAPTOR | \$687.19 |
| 01-80246 | ATWOODS | PO0115009 | JEANS/P REUSS | \$79.94 |
| 01-80246 | ATWOODS | PO0115009 | BOOTS/P REUSS | \$109.99 |
| 01-80246 | ATWOODS | PO0115009 | BOOTS/C BULLER | \$119.99 |
| 01-80246 | ATWOODS | PO0115009 | JEANS/C BULLER | \$79.92 |
| 01-80246 | ATWOODS | PO0115009 | BOOTS/T SCHULTZ | \$125.00 |
| PARKS & RECREATION TOTAL | | | | \$17,532.59 |

FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT

| | | | | |
|--|--------------------------------|-----------|-----------------------------|-------------------|
| 01-00447 | FRONTIER EQUIP. SALES, LLC | PO0115055 | V119 ACTUATOR | \$615.23 |
| 01-00447 | FRONTIER EQUIP. SALES, LLC | PO0115069 | V119 FAN HOUSINGS | \$433.11 |
| 01-00447 | FRONTIER EQUIP. SALES, LLC | PO0115178 | V119 FAN | \$2,484.12 |
| 01-01017 | ALBRIGHT STEEL & WIRE COMPANY | PO0115156 | REBAR/JOINT | \$83.22 |
| 01-01102 | ATHEY LUMBER CO., INC. | PO0115150 | BITS/HOLDER | \$7.06 |
| 01-01102 | ATHEY LUMBER CO., INC. | PO0115160 | NAILS | \$9.61 |
| 01-01783 | JP MORGAN CHASE | PO0115303 | CHASE PAYMENT | \$604.57 |
| 01-03107 | CHEM-CAN SERVICES, INC. | PO0115153 | PORTABLE TOILET RENTAL 7/13 | \$72.60 |
| 01-04033 | DOLESE BROTHERS CO., INC. | PO0115155 | CRUSHER RUN | \$502.50 |
| 01-04033 | DOLESE BROTHERS CO., INC. | PO0115149 | CRUSHER RUN | \$956.75 |
| 01-05005 | ENID CONCRETE CO., INC. | PO0115042 | CONCRETE | \$645.00 |
| 01-06019 | FLAMING AUTO SUPPLY CO., INC. | PO0115158 | AIR COMPRESSOR | \$23.99 |
| 01-13017 | MUNN SUPPLY, INC. | PO0115134 | GRINDING DISC | \$12.12 |
| 01-20106 | T & W TIRE, INC. | PO0115101 | V264 TUBE | \$9.95 |
| 01-21001 | UNITED ENGINES, INC. | PO0115129 | V2300 CURTAIN | \$60.09 |
| 01-33210 | P & K EQUIPMENT, INC. | PO0115151 | BOLTS/NUTS | \$63.05 |
| 01-51190 | JACK'S OUTDOOR POWER EQUIPMENT | PO0115152 | WEEDEATER/GREASE | \$831.67 |
| 01-51190 | JACK'S OUTDOOR POWER EQUIPMENT | PO0115205 | WEEDEATERS (5) | \$1,416.94 |
| 01-80246 | ATWOODS | PO0115154 | BOOTS/E HIDDEN | \$125.00 |
| 01-80246 | ATWOODS | PO0115193 | JEANS/E BUFFUM | \$59.96 |
| 01-80246 | ATWOODS | PO0115193 | BOOTS/E BUFFUM | \$119.99 |
| 01-80246 | ATWOODS | PO0115193 | CHAIN/ADAPTOR/HOOKS | \$267.84 |
| STRMWTR & ROADWAY MAINT TOTAL | | | | \$9,404.37 |

FUND 10 DEPT 750 - TECHNICAL SERVICES

| | | | | |
|---------------------------------|--------------------------|-----------|--------------------------|-------------------|
| 01-01783 | JP MORGAN CHASE | PO0115303 | CHASE PAYMENT | \$2,482.61 |
| 01-08022 | HUGHES LUMBER CO., LLC | PO0115266 | SCREWS | \$7.86 |
| 01-18116 | RAMSEY'S WHAT EVER STORE | PO0115097 | PVC PIPE/GLUE/CLEANER | \$176.90 |
| 01-19165 | STEVENS FORD, INC. | PO0115265 | V271 MOULDING | \$56.16 |
| 01-74350 | NORCE | PO0115223 | JANITORIAL SERVICES 7/13 | \$1,240.40 |
| 01-74350 | NORCE | PO0115220 | JANITORIAL SERVICES 6/13 | \$1,550.50 |
| TECHNICAL SERVICES TOTAL | | | | \$5,514.43 |

FUND 10 DEPT 900 - LIBRARY

| | | | | |
|----------------------|----------------------------------|-----------|---------------------------|-------------------|
| 01-01783 | JP MORGAN CHASE | PO0115303 | CHASE PAYMENT | \$6,691.72 |
| 01-02034 | OKLA. DEPT. OF LABOR | PO0115213 | ELEVATOR MAINTENANCE 7/13 | \$100.00 |
| 01-02732 | STILLWATER PUBLIC LIBRARY ILL | PO0115118 | BOOK | \$12.74 |
| 01-03053 | NORTHWEST SHREDDERS, LLC | PO0115211 | SECURITY CONSOLE | \$40.00 |
| 01-04150 | MATTHEWS, KIM K. | PO0114912 | LOST BOOK FEE | \$6.99 |
| 01-04156 | METROPOLITAN LIBRARY SYSTEM | PO0115111 | BOOK | \$28.00 |
| 01-07085 | GREATER ENID CHAMBER OF COMMERCE | PO0114911 | BOOTH FEE | \$25.00 |
| 01-21044 | UNITED SUPERMARKET | PO0115216 | SUMMER READING PRGM 2013 | \$75.87 |
| LIBRARY TOTAL | | | | \$6,980.32 |

FUND 10 DEPT 955 - CAPITAL ASSETS & PROJECTS

| | | | | |
|--|----------------------------------|-----------|----------------------------|---------------------|
| 01-00280 | JOHN DEERE COMPANY | PO0114393 | UTILITY TRACTOR/LOADER | \$50,177.51 |
| 01-02010 | ISG TECHNOLOGY, INC | PO0113229 | STORAGE AREA NETWORK | \$4,999.59 |
| 01-04107 | COMMUNICATION SUPPLY CORPORATION | PO0114286 | IT-1302 OPTIC DUCT | \$12,093.96 |
| 01-04109 | BLACKBOARD, INC. | PO0115258 | PUBLIC NOTIFICATION SYSTEM | \$28,471.13 |
| 01-33220 | ZALOUDEK, F. W. | PO0113632 | HUSTLER (6) | \$76,645.62 |
| CAPITAL ASSETS & PROJECTS TOTAL | | | | \$172,387.81 |

FUND 12 DEPT 125 - SPECIAL PROJECT

| | | | | |
|------------------------------|-----------------|-----------|---------------|-----------------|
| 01-01783 | JP MORGAN CHASE | PO0115303 | CHASE PAYMENT | \$775.00 |
| SPECIAL PROJECT TOTAL | | | | \$775.00 |

FUND 14 DEPT 145 - HEALTH FUND

| | | | | |
|--------------------------|------------------------------|-----------|------------------|-----------------|
| 01-02166 | FINER PHYSIQUES, INC. | PO0115212 | WELLNESS DOLLARS | \$100.00 |
| 01-25008 | YMCA | PO0115210 | WELLNESS DOLLARS | \$200.00 |
| 01-64810 | WORKSITE BENEFIT PLANS, INC. | PO0115209 | TPA FEES 7/13 | \$341.00 |
| HEALTH FUND TOTAL | | | | \$641.00 |

FUND 20 DEPT 205 - AIRPORT

| | | | | |
|----------------------|-------------------------------|-----------|---------------------------|--------------------|
| 01-01783 | JP MORGAN CHASE | PO0115303 | CHASE PAYMENT | \$366.24 |
| 01-01908 | DOUBLE CHECK COMPANY, INC. | PO0115119 | PROFESSIONAL SERVICES | \$780.81 |
| 01-02212 | MORGAN, LISA | PO0115176 | WC/MEDICAL | \$38.50 |
| 01-03662 | MXP ENID, LLC | PO0114920 | GASOLINE | \$1,483.75 |
| 01-03662 | MXP ENID, LLC | PO0114920 | DIESEL | \$791.07 |
| 01-04067 | DONALD WADE & ASSOCIATES, INC | PO0114921 | HANGAR APPRAISAL | \$3,400.00 |
| 01-04140 | MARTINS JUST PLANE HELP, INC. | PO0114872 | TRANSMITTERS/LABOR | \$327.00 |
| 01-07098 | GARFIELD CO TREASURER | PO0114847 | PROPERTY TAX | \$78.00 |
| 01-14004 | NORTHCUTT CHEVROLET, INC. | PO0115189 | V76 ABS MODULE/LABOR | \$1,640.97 |
| 01-16145 | PETTY CASH | PO0115302 | REIMB/MILEAGE/D OHNESORGE | \$101.65 |
| 01-23076 | WING AERO PRODUCTS, INC. | PO0115191 | SECTIONALS/CHARTS | \$355.88 |
| 01-26001 | ZALOUDEK IMPLEMENT CO., INC. | PO0114963 | TIRE | \$325.63 |
| 01-33220 | ZALOUDEK, F. W. | PO0114881 | OIL/FILTERS/ELEMENT | \$56.32 |
| 01-33220 | ZALOUDEK, F. W. | PO0115095 | SHAFT/BOLTS | \$30.24 |
| 01-35300 | UNIFIRST, INC. | PO0115192 | MOP/AIR FRESHENER/WIPES | \$112.75 |
| 01-80246 | ATWOODS | PO0114976 | JEANS/J GARRISON | \$90.93 |
| 01-80343 | FENTRESS OIL COMPANY, INC. | PO0115027 | OIL/ST | \$104.81 |
| AIRPORT TOTAL | | | | \$10,084.55 |

FUND 22 DEPT 225 - GOLF

| | | | | |
|----------|--------------------------------|-----------|-------------------------|-------------|
| 01-00272 | JUSTICE GOLF CAR CO., INC. | PO0115125 | STRAP | \$22.40 |
| 01-00272 | JUSTICE GOLF CAR CO., INC. | PO0115249 | GOLF CART LEASE BUY OUT | \$18,720.00 |
| 01-01338 | J & P SUPPLY, INC. | PO0114887 | DEODORIZER/BOWL CLEANER | \$27.66 |
| 01-01338 | J & P SUPPLY, INC. | PO0115124 | CLEANER | \$36.75 |
| 01-01338 | J & P SUPPLY, INC. | PO0115243 | METERED DEODORANT | \$17.50 |
| 01-01338 | J & P SUPPLY, INC. | PO0115244 | CLEANER | \$82.84 |
| 01-01783 | JP MORGAN CHASE | PO0115303 | CHASE PAYMENT | \$2,004.08 |
| 01-02017 | A. W. BRUEGGEMANN CO., INC. | PO0115127 | DRILL BITS | \$7.26 |
| 01-02243 | BB MACHINE & SUPPLY, INC. | PO0114907 | O-RING | \$1.21 |
| 01-02295 | MURDOCK, INC. | PO0114909 | BEARING | \$12.80 |
| 01-02446 | JOHN DEERE FINANCIAL | PO0115114 | GATOR LEASE 7/13 | \$323.28 |
| 01-02944 | AGRIUM ADVANCED TECHNOLOGIES | PO0114855 | CHEMICAL | \$345.00 |
| 01-02944 | AGRIUM ADVANCED TECHNOLOGIES | PO0114919 | FERTILIZER/HERBICIDE | \$1,327.80 |
| 01-03735 | PNC EQUIPMENT FINANCE | PO0114915 | AERATOR LEASE 7/13 | \$550.69 |
| 01-04148 | UNITED STATES GOLF ASSOCIATION | PO0114875 | GAUGE | \$122.95 |

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|-------------------|-------------------------|-----------|--------------------------|--------------------|
| 01-31350 | ADVANCED FIRE EQUIPMENT | PO0115247 | F/E INSPECTION | \$75.00 |
| 01-33210 | P & K EQUIPMENT, INC. | PO0114856 | BLADES | \$217.53 |
| 01-33210 | P & K EQUIPMENT, INC. | PO0114908 | PIN WELDMENT ASSY | \$69.74 |
| 01-33210 | P & K EQUIPMENT, INC. | PO0115128 | WHEEL ASSY/KNIFE/SCREWS | \$573.93 |
| 01-35830 | ENID NEW HOLLAND, INC. | PO0115100 | TUBE/FREIGHT CHARGES | \$133.02 |
| 01-38030 | DAL SECURITY, INC. | PO0115242 | MONTHLY MONITORING 7/13 | \$78.00 |
| 01-44810 | MICHAEL'S REFRIGERATION | PO0115003 | ICE MACHINE REPAIR | \$425.62 |
| 01-66210 | YAMAHA MOTOR CORP | PO0114851 | GOLF CART LEASE 7/13 | \$2,649.00 |
| 01-74350 | NORCE | PO0114854 | JANITORIAL SERVICES 7/13 | \$27.04 |
| 01-74350 | NORCE | PO0114854 | JANITORIAL SERVICES 6/13 | \$762.80 |
| 01-74350 | NORCE | PO0115126 | JANITORIAL SERVICES 7/13 | \$610.24 |
| 01-80246 | ATWOODS | PO0115049 | BOLTS | \$2.09 |
| GOLF TOTAL | | | | \$29,226.23 |

FUND 25 DEPT 255 - PARK

| | | | | |
|-------------------|----------------------------------|-----------|--------------------------------|--------------------|
| 01-02276 | GASLIGHT THEATER | PO0115246 | SHAKESPEARE IN THE PARK/SPONSO | \$1,500.00 |
| 01-04149 | CHANCE RIDES MANUFACTURING, INC. | PO0114874 | CAROUSEL REPAIR | \$10,576.89 |
| PARK TOTAL | | | | \$12,076.89 |

FUND 30 DEPT 305 - ST. & ALLEY

| | | | | |
|------------------------------|--------------------------|-----------|--------------------------------|--------------------|
| 01-00894 | POE & ASSOCIATES, INC. | PO0106777 | R-1205A DOWNTOWN STREET DESIGN | \$387.00 |
| 01-60230 | RICK LORENZ CONSTRUCTION | PO0104603 | R-1201A 2012 LOCAL STREET PROG | \$44,333.94 |
| ST. & ALLEY TOTAL | | | | \$44,720.94 |

FUND 31 DEPT 230 - UTILITY SERVICES

| | | | | |
|-------------------------------|-------------------------------|-----------|--------------------------|-------------------|
| 01-00764 | LOVE ENVELOPES | PO0114850 | CUT OFF ENVELOPES | \$737.70 |
| 01-00793 | OKLAHOMA OFFICE SYSTEMS, INC. | PO0115050 | PRINTER MAINTENANCE 7/13 | \$227.20 |
| 01-01783 | JP MORGAN CHASE | PO0115303 | CHASE PAYMENT | \$2,878.40 |
| 01-03921 | EXPRESS SCRIPTS, INC. | PO0115269 | WC/MEDICAL | \$81.61 |
| 01-04116 | DOWNTOWN THREADS | PO0114880 | UNIFORM SHIRTS (14) | \$169.10 |
| 01-49880 | DELL MARKETING, LP | PO0114839 | COMPUTERS (3) | \$2,447.03 |
| 01-70950 | COPIERS PLUS, INC. | PO0114927 | COPIER MAINTENANCE 6/13 | \$22.68 |
| UTILITY SERVICES TOTAL | | | | \$6,563.72 |

FUND 31 DEPT 315 - E.M.A.

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|---------------------|--------------------------------|-----------|----------------------------|---------------------|
| 01-01232 | HERRING, RUSSELL | PO0114845 | WC/MEDICAL | \$289.00 |
| 01-01232 | HERRING, RUSSELL | PO0114845 | WC/MEDICAL | \$289.00 |
| 01-01232 | HERRING, RUSSELL | PO0115199 | WC/MEDICAL | \$289.00 |
| 01-01373 | OKLAHOMA WATER RESOURCES BOARD | PO0115165 | OWRB SEMI ANNUAL PRINCIPAL | \$104,943.35 |
| 01-01373 | OKLAHOMA WATER RESOURCES BOARD | PO0115165 | OWRB SEMI ANNUAL ADMIN FEE | \$3,686.94 |
| 01-02891 | BANK OF OKLAHOMA, N.A. | PO0115190 | BOND TRUSTEE FEE 2013 | \$1,500.00 |
| 01-04032 | CHARTIER, NATHAN | PO0114844 | WC/MEDICAL | \$323.00 |
| 01-04032 | CHARTIER, NATHAN | PO0114937 | WC/MEDICAL | \$323.00 |
| 01-04032 | CHARTIER, NATHAN | PO0115200 | WC/MEDICAL | \$323.00 |
| E.M.A. TOTAL | | | | \$111,966.29 |

FUND 31 DEPT 760 - SOLID WASTE

| | | | | |
|----------|-----------------------------|-----------|-------------------------|----------|
| 01-00103 | WARREN CAT, INC. | PO0115105 | V239 GASKET | \$146.99 |
| 01-00146 | CINTAS CORPORATION LOC. 624 | PO0114994 | SHOP TOWEL SERVICE 5/13 | \$57.39 |
| 01-00146 | CINTAS CORPORATION LOC. 624 | PO0115001 | SHOP TOWEL SERVICE 7/13 | \$59.47 |
| 01-00146 | CINTAS CORPORATION LOC. 624 | PO0115197 | SHOP TOWEL SERVICE 7/13 | \$111.84 |
| 01-00838 | ROBERTS TRUCK CENTER, INC. | PO0114975 | V215 FUSE | \$8.20 |
| 01-00838 | ROBERTS TRUCK CENTER, INC. | PO0114977 | V214 CYLINDER | \$45.41 |
| 01-00878 | BROWN'S SHOE FIT COMPANY | PO0114973 | BOOTS/M ROBERTS | \$125.00 |
| 01-00878 | BROWN'S SHOE FIT COMPANY | PO0115304 | BOOTS/J REDDING | \$125.00 |

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| 01-01774 | FAIRBANKS SCALES | PO0114885 | TRUCK SCALE INSPECTION 7/13 | \$360.00 |
| 01-01783 | JP MORGAN CHASE | PO0115303 | CHASE PAYMENT | \$3,392.78 |
| 01-02805 | TEREX ROADBUILDING | PO0115131 | V265 COMPRESSOR | \$688.47 |
| 01-02805 | TEREX ROADBUILDING | PO0115179 | V260 PUMP | \$9,436.00 |
| 01-03107 | CHEM-CAN SERVICES, INC. | PO0114985 | PORTABLE TOILET RENTAL 7/13 | \$164.00 |
| 01-03110 | VERMEER GREAT PLAINS | PO0114283 | WOOD CHIPPER PARTS/HAMMER | \$3,287.20 |
| 01-03312 | CAROLINA SOFTWARE, INC. | PO0114876 | SOFTWARE MAINTENANCE 7/13 | \$900.00 |
| 01-03880 | STEPHENS, ELDON | PO0115059 | WC/MILEAGE | \$75.94 |
| 01-03921 | EXPRESS SCRIPTS, INC. | PO0115269 | WC/MEDICAL | \$985.51 |
| 01-03921 | EXPRESS SCRIPTS, INC. | PO0115301 | WC/MEDICAL | \$156.19 |
| 01-03968 | WALLACE, RICHARD | PO0115272 | WC/MEDICAL | \$91.70 |
| 01-04033 | DOLESE BROTHERS CO., INC. | PO0114922 | CRUSHER RUN | \$1,690.79 |
| 01-05070 | ENID MACK SALES, INC. | PO0114958 | V212 ADJUSTERS | \$188.50 |
| 01-06019 | FLAMING AUTO SUPPLY CO., INC. | PO0114878 | OIL ABSORBENT | \$131.22 |
| 01-08018 | HOTSY OF OKLAHOMA, INC. | PO0114964 | SOAP | \$128.00 |
| 01-08018 | HOTSY OF OKLAHOMA, INC. | PO0115202 | CLEANER | \$64.00 |
| 01-15114 | OK DEPT. OF ENVIRONMENTAL QUALITY | PO0114873 | STORM WATER PERMIT 6/13 | \$347.71 |
| 01-15114 | OK DEPT. OF ENVIRONMENTAL QUALITY | PO0114886 | EMISSION INVENTORY 2013 | \$305.79 |
| 01-16145 | PETTY CASH | PO0115302 | REIMB/DEQ LICENSE/J ROSSON | \$96.00 |
| 01-31350 | ADVANCED FIRE EQUIPMENT | PO0115203 | F/E RECHARGE/REPAIR | \$53.50 |
| 01-40180 | WAY OUT WEST | PO0114974 | BOOTS/R HEDGES | \$89.95 |
| 01-40180 | WAY OUT WEST | PO0115305 | BOOTS/S SCOTT | \$125.00 |
| 01-40180 | WAY OUT WEST | PO0115305 | JEANS/S SCOTT | \$60.00 |
| 01-50210 | LOWE'S HOME CENTERS, INC. | PO0114995 | TOWELS/CLEANER | \$20.97 |
| 01-51190 | JACK'S OUTDOOR POWER EQUIPMENT | PO0114989 | TRIMMER | \$13.99 |
| 01-51190 | JACK'S OUTDOOR POWER EQUIPMENT | PO0115205 | NYLON CORD | \$13.99 |
| 01-56300 | TRUCK PRO, INC. | PO0114979 | V238 LIGHT BULB | \$70.15 |
| 01-74350 | NORCE | PO0115223 | JANITORIAL SERVICES 7/13 | \$957.60 |
| 01-74350 | NORCE | PO0115220 | JANITORIAL SERVICES 6/13 | \$1,181.04 |
| 01-80189 | THE CAREL CORPORATION | PO0114918 | LANDFILL STATISTICAL ANALYSIS | \$2,050.00 |
| 01-80239 | BASS OCCUPTIONAL HEALTH SERVICE | PO0115092 | WC/MEDICAL | \$354.96 |
| 01-80246 | ATWOODS | PO0115041 | BOOTS/B WYNKOOP | \$125.00 |
| 01-80246 | ATWOODS | PO0115041 | JEANS/R HEDGES | \$100.00 |
| 01-80246 | ATWOODS | PO0115193 | BOOTS/D CROSS | \$125.00 |
| 01-80343 | FENTRESS OIL COMPANY, INC. | PO0114960 | OIL | \$490.64 |
| 01-80343 | FENTRESS OIL COMPANY, INC. | PO0115013 | OIL | \$1,234.64 |
| 01-80391 | INTEGRIS BASS PAVILION | PO0115072 | WC/MEDICAL | \$1,138.03 |
| 01-80473 | ACE HARDWARE-SOUTHERN HARDLINES | PO0114863 | ICE CHEST | \$10.00 |
| SOLID WASTE TOTAL | | | | \$31,383.56 |

FUND 31 DEPT 790 - WATER PRODUCTION

| | | | | |
|-------------------------------|-----------------------------------|-----------|---------------------------|-------------------|
| 01-01001 | A & B RADIATOR SERVICE | PO0114954 | V302 RADIATOR | \$170.00 |
| 01-01178 | ACCURATE, INC. | PO0114892 | SAMPLE ANALYSIS 7/13 | \$572.50 |
| 01-01178 | ACCURATE, INC. | PO0115136 | SAMPLE ANALYSIS 7/13 | \$672.50 |
| 01-01453 | WESTERN HYDRO CORP. | PO0115162 | MOTOR PUMP | \$1,104.51 |
| 01-01783 | JP MORGAN CHASE | PO0115303 | CHASE PAYMENT | \$2,806.70 |
| 01-15114 | OK DEPT. OF ENVIRONMENTAL QUALITY | PO0115139 | QTRLY WATER ANALYSIS 7/13 | \$156.78 |
| 01-15127 | OK NATURAL GAS | PO0115107 | MONTHLY SERVICE 6/13 | \$20.70 |
| 01-15132 | O'REILLY AUTO PARTS, INC. | PO0114889 | V303 STARTER | \$145.24 |
| 01-16010 | PIONEER TELEPHONE CO., INC. | PO0114891 | MONTHLY SERVICE 7/13 | \$474.48 |
| 01-18116 | RAMSEY'S WHAT EVER STORE | PO0115143 | NYLON CORD | \$4.50 |
| 01-19001 | STANLEY'S WRECKER SERVICE | PO0115140 | V302 TOWING | \$203.97 |
| 01-19004 | SHERWIN-WILLIAMS CO., INC. | PO0115014 | V444 TRIM BRUSH | \$26.94 |
| 01-38030 | DAL SECURITY, INC. | PO0115221 | MONTHLY MONITORING 7/13 | \$26.00 |
| 01-38030 | DAL SECURITY, INC. | PO0115221 | MONTHLY MONITORING 7/13 | \$24.00 |
| 01-58740 | STUART C. IRBY | PO0115138 | FUSE | \$128.47 |
| 01-80258 | BRENNTAG SOUTHWEST, INC. | PO0114585 | CHLORINE | \$3,082.40 |
| WATER PRODUCTION TOTAL | | | | \$9,619.69 |

FUND 31 DEPT 795 - WATER RECLAMATION SERVICES

| | | | | |
|----------|-----------------------------|-----------|-------------------------|----------|
| 01-00146 | CINTAS CORPORATION LOC. 624 | PO0114865 | SHOP TOWEL SERVICE 5/13 | \$68.63 |
| 01-00146 | CINTAS CORPORATION LOC. 624 | PO0114883 | SHOP TOWEL SERVICE 6/13 | \$221.05 |

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| 01-00146 | CINTAS CORPORATION LOC. 624 | PO0115237 | SHOP TOWEL SERVICE 7/13 | \$221.05 |
| 01-00917 | HD SUPPLY WATERWORKS | PO0115051 | WATER METER | \$920.00 |
| 01-01017 | ALBRIGHT STEEL & WIRE COMPANY | PO0114895 | REBAR | \$17.50 |
| 01-01017 | ALBRIGHT STEEL & WIRE COMPANY | PO0115232 | REBAR | \$31.00 |
| 01-01178 | ACCURATE, INC. | PO0114898 | EMPLOYEE EXAM/G ROBERTS | \$20.00 |
| 01-01178 | ACCURATE, INC. | PO0114929 | SAMPLE ANALYSIS 6/13 | \$435.00 |
| 01-01178 | ACCURATE, INC. | PO0115032 | SAMPLE ANALYSIS 7/13 | \$523.17 |
| 01-01178 | ACCURATE, INC. | PO0115062 | SAMPLE ANALYSIS 6/13 | \$175.00 |
| 01-01178 | ACCURATE, INC. | PO0115231 | FECAL COLIFORM | \$480.00 |
| 01-01178 | ACCURATE, INC. | PO0115233 | FECAL COLIFORM | \$205.00 |
| 01-01178 | ACCURATE, INC. | PO0115239 | FECAL COLIFORM | \$85.00 |
| 01-01305 | WORKERS' COMPENSATION COURT | PO0115271 | WC/LEGAL FEES | \$140.00 |
| 01-01338 | J & P SUPPLY, INC. | PO0114857 | TOWELS/SANITIZER/WIPES | \$435.46 |
| 01-01338 | J & P SUPPLY, INC. | PO0114857 | BLEACH | \$11.04 |
| 01-01583 | ORTHOPEDIC ASSOCIATES, INC. | PO0115061 | WC/MEDICAL | \$32.40 |
| 01-01783 | JP MORGAN CHASE | PO0115303 | CHASE PAYMENT | \$8,912.57 |
| 01-02017 | A. W. BRUEGGEMANN CO., INC. | PO0114901 | BOLTS/NUTS | \$7.44 |
| 01-02017 | A. W. BRUEGGEMANN CO., INC. | PO0115031 | HAMMER PULLER | \$180.35 |
| 01-02021 | B'S QUALITY DOOR, INC. | PO0114897 | SERVICE CALL 7/13 | \$88.50 |
| 01-02151 | FORT BEND SERVICES | PO0115218 | POLYMER | \$5,040.00 |
| 01-02515 | ENID EYE OPTICAL, INC. | PO0115002 | SAFETY GLASSES/C ROBINSON | \$127.00 |
| 01-03512 | PACE ANALYTICAL SERVICES, INC. | PO0114928 | SAMPLE ANALYSIS 6/13 | \$245.18 |
| 01-03512 | PACE ANALYTICAL SERVICES, INC. | PO0115037 | SAMPLE ANALYSIS 7/13 | \$62.75 |
| 01-03512 | PACE ANALYTICAL SERVICES, INC. | PO0115064 | SAMPLE ANALYSIS 6/13 | \$198.43 |
| 01-03532 | UNITED LABORATORIES, INC. | PO0114859 | BACTERIAL TREATMENT | \$639.19 |
| 01-04033 | DOLESE BROTHERS CO., INC. | PO0114861 | CRUSHER RUN | \$236.46 |
| 01-04033 | DOLESE BROTHERS CO., INC. | PO0115238 | CRUSHER RUN | \$177.43 |
| 01-04033 | DOLESE BROTHERS CO., INC. | PO0115238 | CONCRETE | \$1,133.50 |
| 01-04076 | WILLIAMS, MICHAEL | PO0115058 | WC/MILEAGE | \$78.08 |
| 01-04116 | DOWNTOWN THREADS | PO0115038 | LOGO SHIRTS (4) | \$94.16 |
| 01-04131 | UNITED RENTALS (NORTH AMERICA), IN | PO0114877 | FORKLIFT RENTAL 7/13 | \$796.27 |
| 01-04131 | UNITED RENTALS (NORTH AMERICA), IN | PO0114877 | CONCRETE SAW RENTAL 7/13 | \$210.12 |
| 01-04163 | TRAILERS PLUS | PO0115145 | TRAILER | \$2,533.74 |
| 01-04167 | MOYNO, INC. | PO0115182 | CHEMICALS | \$214.17 |
| 01-04169 | CARTER, BRANDON | PO0115280 | WC/SETTLEMENT | \$16,150.00 |
| 01-05010 | ENID IRON & METAL CO., INC. | PO0115068 | SCRAP METAL | \$22.40 |
| 01-05012 | ENID WINNELSON COMPANY, INC. | PO0114858 | PVC PARTS | \$98.11 |
| 01-06019 | FLAMING AUTO SUPPLY CO., INC. | PO0115011 | V455 BELT | \$34.17 |
| 01-06073 | FISHER SCIENTIFIC, INC. | PO0115036 | BOILER/HEATER | \$1,794.47 |
| 01-07036 | GRAINGER, INC. | PO0115035 | MOTOR PUMP | \$268.74 |
| 01-07036 | GRAINGER, INC. | PO0115235 | ADAPTER/DIPPER/LADLE | \$221.32 |
| 01-08031 | HACH COMPANY, INC. | PO0114894 | CHEMICAL | \$124.93 |
| 01-08031 | HACH COMPANY, INC. | PO0115039 | SENSOR CAP ASSY | \$693.95 |
| 01-13017 | MUNN SUPPLY, INC. | PO0115029 | CYLINDER/FILLER | \$453.94 |
| 01-13089 | MERRIFIELD OFFICE SUPPLY | PO0114884 | FOLDING TABLE/PENS/MARKERS | \$171.05 |
| 01-13089 | MERRIFIELD OFFICE SUPPLY | PO0115234 | PAPER/PENS | \$42.28 |
| 01-13158 | MID-AMERICAN RES. CHEMICAL | PO0114893 | GLASS CLEANER | \$263.48 |
| 01-14026 | NORTHWEST OK ORTHO CLINIC | PO0115078 | WC/MEDICAL | \$76.50 |
| 01-14118 | NCL OF WISCONSIN | PO0115033 | SAMPLE ANALYSIS 7/13 | \$532.91 |
| 01-14118 | NCL OF WISCONSIN | PO0115204 | SAMPLE ANALYSIS 7/13 | \$182.10 |
| 01-15004 | OK EMPLOYMENT SECURITY COMMISSION | PO0115222 | UNEMPLOYMENT BENEFITS 2ND QTR | \$3,877.03 |
| 01-15083 | OK CONTRACTORS SUPPLY | PO0114967 | ANGLE | \$912.00 |
| 01-15132 | O'REILLY AUTO PARTS, INC. | PO0114904 | V332 ADHESIVE/LAMP | \$8.46 |
| 01-15132 | O'REILLY AUTO PARTS, INC. | PO0115000 | BOLTS | \$19.99 |
| 01-15132 | O'REILLY AUTO PARTS, INC. | PO0115000 | V332 BOLTS | \$17.98 |
| 01-15132 | O'REILLY AUTO PARTS, INC. | PO0115227 | V332 ADAPTER | \$11.99 |
| 01-18116 | RAMSEY'S WHAT EVER STORE | PO0114903 | V457/456 WASHERS | \$7.87 |
| 01-18116 | RAMSEY'S WHAT EVER STORE | PO0114903 | GLASS CUTTER | \$3.95 |
| 01-18116 | RAMSEY'S WHAT EVER STORE | PO0114999 | KNEE PADS | \$23.97 |
| 01-18116 | RAMSEY'S WHAT EVER STORE | PO0115228 | RATCHET/WRENCH/TOOLBOX | \$52.90 |
| 01-19194 | OK TAX COMMISSION | PO0115270 | WC/LEGAL FEES | \$454.13 |
| 01-19235 | SOUTHWEST TRUCK PARTS, INC. | PO0114978 | V447 PANEL/SWITCH/BLOWER | \$141.00 |
| 01-20106 | T & W TIRE, INC. | PO0115132 | V343 TIRES | \$757.80 |
| 01-31350 | ADVANCED FIRE EQUIPMENT | PO0115230 | F/E INSPECTIONS (46) | \$245.00 |
| 01-38030 | DAL SECURITY, INC. | PO0115236 | MONTHLY MONITORING 7/13 | \$24.00 |
| 01-40180 | WAY OUT WEST | PO0114974 | JEANS/S HYKE | \$60.00 |
| 01-50210 | LOWE'S HOME CENTERS, INC. | PO0114905 | ACRYLIC SHEET/DUCT TAPE | \$95.10 |

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| 01-50210 | LOWE'S HOME CENTERS, INC. | PO0115030 | CHAIN CONNECTING LINK | \$20.64 |
| 01-51430 | ENID P T PROFESSIONALS | PO0115070 | WC/MEDICAL | \$112.24 |
| 01-51430 | ENID P T PROFESSIONALS | PO0115070 | WC/MEDICAL | \$336.72 |
| 01-56300 | TRUCK PRO, INC. | PO0115090 | A/C COMPRESSOR | \$110.05 |
| 01-57790 | MOTION INDUSTRIES, INC. | PO0113745 | AIR QUALITY MONITOR | \$1,929.82 |
| 01-59250 | USA BLUEBOOK | PO0114864 | FILTER/CYLINDER | \$557.93 |
| 01-59250 | USA BLUEBOOK | PO0114896 | GLASS ASSEMBLY | \$305.83 |
| 01-65460 | ACTSHON PEST CONTROL | PO0114879 | EXTERMINATING SVS 7/13 | \$245.00 |
| 01-74350 | NORCE | PO0115223 | JANITORIAL SERVICES 7/13 | \$574.56 |
| 01-74350 | NORCE | PO0115220 | JANITORIAL SERVICES 6/13 | \$718.20 |
| 01-80153 | KINNUNEN, INC. | PO0115157 | PUMP KIT | \$744.30 |
| 01-80239 | BASS OCCUPTIONAL HEALTH SERVICE | PO0115092 | WC/MEDICAL | \$177.48 |
| 01-80246 | ATWOODS | PO0114906 | FLYSWATERS (12) | \$16.60 |
| 01-80246 | ATWOODS | PO0114976 | JEANS/D STEPHENS | \$89.98 |
| 01-80246 | ATWOODS | PO0114976 | BOOTS/D STEPHENS | \$125.00 |
| 01-80246 | ATWOODS | PO0115041 | DRIVE BARREL FAN/CHAIN | \$223.66 |
| 01-80312 | DAN CORNFORTH LOCK & SAFE | PO0114998 | V452 KEYS | \$7.20 |
| 01-80312 | DAN CORNFORTH LOCK & SAFE | PO0115229 | KEYS/TAGS | \$16.65 |
| 01-80473 | ACE HARDWARE-SOUTHERN HARDLINES | PO0114902 | CLEANER | \$4.49 |
| 01-80473 | ACE HARDWARE-SOUTHERN HARDLINES | PO0115034 | HAMMER | \$5.99 |
| 01-80473 | ACE HARDWARE-SOUTHERN HARDLINES | PO0115109 | CLAMP | \$1.49 |
| WATER RECLAMATION SRVS TOTAL | | | | \$59,163.99 |

FUND 31 DEPT 956 - EMA CAPITAL REPLACEMENT

| | | | | |
|--------------------------------------|--------------------------|-----------|--------------------------|--------------------|
| 01-03457 | CARTEGRAPH SYSTEMS, INC. | PO0108212 | OPERATIONS MGMT SOFTWARE | \$43,062.50 |
| 01-33220 | ZALOUDEK, F. W. | PO0113276 | HUSTLER MOWER | \$12,774.27 |
| EMA CAPITAL REPLACEMENT TOTAL | | | | \$55,836.77 |

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

| | | | | |
|-----------------------|------------------------------------|-----------|------------------------------|---------------------|
| 01-01102 | ATHEY LUMBER CO., INC. | PO0115099 | M-1313 LUMBER | \$16.99 |
| 01-01304 | CK TELEPHONE & DATA SVC. | PO0115259 | M-1313 TELEPHONE RELOCATIONS | \$60.00 |
| 01-01783 | JP MORGAN CHASE | PO0115303 | CHASE PAYMENT | \$186.70 |
| 01-02687 | RETAIL ATTRACTIONS, LLC | PO0114600 | ECONOMIC DEVELOPMENT 7/13 | \$6,000.00 |
| 01-02845 | ENID REGIONAL DEVELOPMENT ALLIANCE | PO0115017 | 1ST QTR PROGRAM FUNDING | \$150,000.00 |
| 01-03178 | CARPET PLUS | PO0115169 | M-1313 CARPET/INSTALL | \$2,551.05 |
| 01-03583 | MCKINLEY LUMBER, LLC. | PO0114923 | M-1313 LUMBER | \$497.16 |
| 01-04151 | GRACIES PLACE | PO0114913 | COMMERCIAL UTILITY INCENTIVE | \$251.25 |
| 01-07098 | GARFIELD CO TREASURER | PO0114847 | PROPERTY TAX/424 S GRAND | \$222.00 |
| 01-30450 | B & J APPLIANCE | PO0115260 | M-1313 REFRIGERATOR | \$400.00 |
| 01-57750 | EMRICK'S VAN & STORAGE CO | PO0115267 | M-1313 RELOCATION FEE | \$2,275.00 |
| E.E.D.A. TOTAL | | | | \$162,460.15 |

FUND 33 DEPT 335 - V.D.A.

| | | | | |
|---------------------|------------------------------|-----------|--------------------------|--------------------|
| 01-00223 | COOPER, MICHAEL G. | PO0091831 | CONSULTING SERVICES | \$10,000.00 |
| 01-00223 | COOPER, MICHAEL G. | PO0115307 | REIMB/AFA CONFERENCE | \$792.60 |
| 01-11074 | KLINE SIGN, LLC | PO0114848 | VAFB MAIN GATE BILLBOARD | \$5,000.00 |
| 01-43930 | EMBRY-RIDDLE AERO UNIVERSITY | PO0115135 | TUITION ASSISTANCE | \$245.00 |
| V.D.A. TOTAL | | | | \$16,037.60 |

FUND 40 DEPT 405 - CAP. IMPROVEMENT

| | | | | |
|----------|--------------------------|-----------|---------------------------------|-------------|
| 01-00894 | POE & ASSOCIATES, INC. | PO0102706 | R-1108B BOGGY CREEK/42ND STR | \$1,654.75 |
| 01-01102 | ATHEY LUMBER CO., INC. | PO0115150 | P-1203D LUMBER/STAKES/SCREWS | \$597.73 |
| 01-01102 | ATHEY LUMBER CO., INC. | PO0115160 | P-1203D TAPE/TWINE | \$30.98 |
| 01-02278 | SUNOCO, INC. | PO0115282 | R-0302A PIPELINE RELOCATION | \$64,914.67 |
| 01-02482 | TETRA TECH, INC. | PO0092320 | R-0814A GO BOND BRIDGE IMPROV | \$212.07 |
| 01-02482 | TETRA TECH, INC. | PO0111399 | R-1311A IMPROV DESIGN CLEVELAND | \$8,627.80 |
| 01-03018 | CONRADY ELECTRIC | PO0113474 | M-1308A PROFESSIONAL SVCS DWTN | \$11,500.00 |
| 01-03334 | CONTINENTAL CONSTRUCTION | PO0106146 | M-1201A PEDESTRIAN TRAIL | \$28,234.92 |

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| 01-03334 | CONTINENTAL CONSTRUCTION | PO0106340 | M-1201B PEDESTRIAN TRAIL | \$19,764.56 |
| 01-03443 | GAMETIME | PO0112396 | P-1303 CHAMPLIN PARK EQUIPMENT | \$119,150.05 |
| 01-03485 | KEY CONST OKLAHOMA, LLC | PO0101392 | M-1109E EVENT CENTER | \$1,149,125.37 |
| 01-03485 | KEY CONST OKLAHOMA, LLC | PO0104851 | M-1109E EVENT CENTER | \$31,440.00 |
| 01-03485 | KEY CONST OKLAHOMA, LLC | PO0104852 | M-1109E EVENT CENTER | \$23,195.37 |
| 01-03485 | KEY CONST OKLAHOMA, LLC | PO0103388 | M-1109E RENAISSANCE PROJ. CO1 | \$44,981.00 |
| 01-03755 | SIGMA SOLUTIONS | PO0114222 | M-1109J WIRELESS SVC INSTALL | \$917.60 |
| 01-03952 | MIDSTATE TRAFFIC CONTROL, INC. | PO0111724 | DYNAMIC MESSAGE SIGNS/VAFB | \$37,526.90 |
| 01-04033 | DOLESE BROTHERS CO., INC. | PO0115155 | P-1203D CRUSHER RUN | \$1,160.89 |
| 01-04165 | HAYLAR, LLC. | PO0115164 | R-0303D ROW ACQUISITION/WILLOW | \$6,400.00 |
| 01-08060 | HENSON CONSTRUCTION CO., INC. | PO0108218 | M-1215A RENAISSANCE PARKING | \$37,978.63 |
| 01-08060 | HENSON CONSTRUCTION CO., INC. | PO0110857 | M-1206A CLEVELAND ST TRAILHEAD | \$148,144.91 |
| 01-76080 | SEEDORF CONSTRUCTION CO. | PO0114993 | M-1215A POLYPIPE INSTALLATION | \$1,520.00 |
| | | | CAP. IMPROVEMENT TOTAL | \$1,737,078.20 |

FUND 42 DEPT 425 - SANITARY SEWER FUND

| | | | | |
|----------|-------------------------------|-----------|----------------------------------|---------------------|
| 01-03604 | DREAMSCAPES, LLC | PO0113042 | S-0703E WRF SEEDING/SODDING | \$49,900.00 |
| 01-03604 | DREAMSCAPES, LLC | PO0115187 | S-0703E SODDING EXTENSION | \$9,475.00 |
| 01-03808 | ALAN PLUMMER ASSOCIATES, INC. | PO0110918 | S-1303A WASTEWATER TREATMENT | \$5,827.60 |
| 01-05050 | ENVIROTECH | PO0113274 | S-0703E PROFESSIONAL SERVICES | \$5,810.00 |
| 01-05070 | ENID MACK SALES, INC. | PO0114224 | TRACTOR TRUCK | \$119,880.00 |
| 01-12007 | LUCKINBILL, INC. | PO0112911 | S-1101A SANITARY SEWER REPAIRS | \$23,148.17 |
| | | | SANITARY SEWER FUND TOTAL | \$214,040.77 |

FUND 43 DEPT 435 - STORMWATER FUND

| | | | | |
|----------|---------------------------|-----------|---------------------------------|-------------------|
| 01-02736 | BYRIN'S LAWN CARE | PO0114870 | F-1305A TREE REMOVAL | \$1,175.00 |
| 01-02736 | BYRIN'S LAWN CARE | PO0114996 | F-1305A DRAINAGE DITCH CLEANOUT | \$2,450.00 |
| 01-03107 | CHEM-CAN SERVICES, INC. | PO0115166 | F-1305A PORTABLE TOILET RENTAL | \$128.19 |
| 01-04033 | DOLESE BROTHERS CO., INC. | PO0115206 | F-1116A CRUSHER RUN | \$1,344.12 |
| 01-05050 | ENVIROTECH | PO0115279 | F-1307A PROFESSIONAL SERVICES | \$3,996.25 |
| | | | STORMWATER FUND TOTAL | \$9,093.56 |

FUND 44 DEPT 445 - WATER CAP. IMPROVE FUND

| | | | | |
|----------|---------------------------|-----------|--------------------------------------|---------------------|
| 01-01406 | GUARANTEE ABSTRACT CO. | PO0115123 | W-1401A WATERLINE EXT/RUPE | \$600.00 |
| 01-03682 | LANDMARK STRUCTURES I, LP | PO0106347 | W-0820A ELEVATED STORAGE TANK | \$31,080.00 |
| 01-03684 | CB&I, INC. | PO0106357 | W-0820A ELEVATED STORAGE TANK | \$373,247.00 |
| 01-03760 | GARVER, LLC | PO0107892 | W-0820B PROFESSIONAL SERVICES | \$22,160.80 |
| 01-05050 | ENVIROTECH | PO0114914 | W-0820A CONCRETE | \$160.00 |
| 01-07014 | GARDEN HOUSE | PO0115137 | W-1105A LAND SCAPING/205 KESTER | \$360.00 |
| 01-46000 | TRAYNOR, LONG & WYNNE, PC | PO0115144 | W-1304A WATER RIGHTS RESEARCH | \$488.25 |
| | | | WATER CAP. IMPROVE FUND TOTAL | \$428,096.05 |

FUND 50 DEPT 505 - 911

| | | | | |
|----------|-------------------------|-----------|-----------------------|-------------------|
| 01-01783 | JP MORGAN CHASE | PO0115303 | CHASE PAYMENT | \$160.59 |
| 01-20108 | TOTAL COM, INC. | PO0115311 | PROFESSIONAL SERVICES | \$2,040.00 |
| 01-24000 | XEROX CORPORATION, INC. | PO0115290 | COPIER USAGE 6/13 | \$248.89 |
| | | | 911 TOTAL | \$2,449.48 |

FUND 51 DEPT 515 - POLICE

| | | | | |
|----------|------------------------------------|-----------|---------------------------|------------|
| 01-00695 | CARDIAC SCIENCE, INC. | PO0111721 | AED PADS | \$1,500.00 |
| 01-01102 | ATHEY LUMBER CO., INC. | PO0115298 | SPRAY ENAMEL/NUTS/ADAPTER | \$35.32 |
| 01-01338 | J & P SUPPLY, INC. | PO0115296 | LINERS/TOWELS/DEODORIZER | \$658.32 |
| 01-01458 | INTERSTATE BATTERY SYSTEM OF SW OK | PO0114968 | V2111 BATTERY | \$97.80 |
| 01-01458 | INTERSTATE BATTERY SYSTEM OF SW OK | PO0114968 | V2054 BATTERY | \$98.75 |
| 01-01783 | JP MORGAN CHASE | PO0115303 | CHASE PAYMENT | \$4,166.28 |

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|----------|------------------------------------|-----------|-------------------------------|--------------------|
| 01-03000 | CARTER PAINT CO. | PO0114957 | V2061 PAINT | \$151.36 |
| 01-03000 | CARTER PAINT CO. | PO0114957 | V2019 PAINT | \$245.53 |
| 01-03047 | RF-IP, INC. | PO0114126 | ACCESS CONTROL DOOR ADDITION | \$2,268.85 |
| 01-03053 | NORTHWEST SHREDDERS, LLC | PO0115211 | SECURITY CONSOLE | \$100.00 |
| 01-03245 | DUNCAN PARKING TECHNOLOGIES, INC | PO0115287 | PARKING METER MECHANISM | \$191.20 |
| 01-03436 | OK POLICE CHIEFS TRAINING FOUNDATI | PO0115286 | EMPLOYEE TESTING (6) | \$150.00 |
| 01-03453 | SALTUS TECHNOLOGIES, LLC | PO0115306 | ANNUAL SOFTWARE MAINT/SUPPORT | \$1,350.00 |
| 01-03604 | DREAMSCAPES, LLC | PO0115300 | BERMUDA SOD | \$260.00 |
| 01-03921 | EXPRESS SCRIPTS, INC. | PO0115269 | WC/MEDICAL | \$53.17 |
| 01-03921 | EXPRESS SCRIPTS, INC. | PO0115268 | WC/MEDICAL | \$105.78 |
| 01-04171 | MWI VETERINARY SUPPLY CO. | PO0115309 | EUTHANASIA | \$433.56 |
| 01-05012 | ENID WINNELSON COMPANY, INC. | PO0115292 | HOSE REEL RATCHET | \$57.60 |
| 01-05067 | ENID GLASSWORKS, INC. | PO0115120 | V2061 WINDSHIELD | \$200.00 |
| 01-05067 | ENID GLASSWORKS, INC. | PO0115120 | V2026 WINDSHIELD | \$200.00 |
| 01-05067 | ENID GLASSWORKS, INC. | PO0115120 | V25 WINDSHIELD | \$200.00 |
| 01-06019 | FLAMING AUTO SUPPLY CO., INC. | PO0114961 | V35 SWITCH | \$16.79 |
| 01-07041 | GALL'S, INC. | PO0115294 | LIGHTS (4) | \$251.99 |
| 01-08005 | HIBDON TIRE CENTERS | PO0115133 | V35 ALIGNMENT | \$230.30 |
| 01-12098 | LAWSON PRODUCTS, INC. | PO0114969 | SILICONE RUBBER/NUTS | \$115.74 |
| 01-13016 | MANN'S RENTAL | PO0115299 | FLOAT RENTAL | \$10.00 |
| 01-13036 | MESSER BOWERS | PO0115297 | NOTARY BOND FEES (5) | \$150.00 |
| 01-13089 | MERRIFIELD OFFICE SUPPLY | PO0115225 | COPY PAPER | \$315.00 |
| 01-13145 | MID-AMERICA WHOLESALE, INC. | PO0115289 | COFFEE | \$181.82 |
| 01-14004 | NORTHCUTT CHEVROLET, INC. | PO0114966 | V2111 CLUSTER | \$317.84 |
| 01-16006 | PHILLIPS PRINTING, INC. | PO0115283 | ENVELOPES | \$69.00 |
| 01-16145 | PETTY CASH | PO0115302 | REIMB/NOTARY FEE (5) | \$50.00 |
| 01-16145 | PETTY CASH | PO0115302 | REIMB/NEEDLE ART/L GREEN | \$14.08 |
| 01-16145 | PETTY CASH | PO0115302 | REIMB/GLASSES/B ARNOLD | \$25.00 |
| 01-20108 | TOTAL COM, INC. | PO0115311 | PROFESSIONAL SERVICES | \$1,190.00 |
| 01-23055 | WHEATLAND ANIMAL CLINIC | PO0115288 | EXAMS/ANAKIN | \$129.00 |
| 01-46560 | GROOM CLOSET | PO0115293 | DOG FOOD | \$71.04 |
| 01-50210 | LOWE'S HOME CENTERS, INC. | PO0115285 | LUMBER | \$229.87 |
| 01-53300 | ANIMAL CARE OF ENID, INC. | PO0114868 | REIMB/SPAY/NEUTER | \$320.00 |
| 01-79290 | SIGN SHACK THE | PO0115291 | V2063/2061 DECAL REPAIR | \$270.00 |
| 01-80239 | BASS OCCUPTIONAL HEALTH SERVICE | PO0115092 | WC/MEDICAL | \$222.38 |
| 01-80246 | ATWOODS | PO0115284 | BOOTS (2) | \$44.97 |
| | | | POLICE TOTAL | \$16,748.34 |

FUND 52 DEPT 525 - C.I.C.

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|----------|--------------------|-----------|---------------------|----------------|
| 01-21044 | UNITED SUPERMARKET | PO0115295 | MEAL/CIC | \$16.61 |
| | | | C.I.C. TOTAL | \$16.61 |

FUND 60 DEPT 605 - CONFERENCE CENTER

| | | | | |
|----------|------------------------------------|-----------|--------------------------------|---------------------|
| 01-01783 | JP MORGAN CHASE | PO0115303 | CHASE PAYMENT | \$766.99 |
| 01-02790 | GLOBAL SPECTRUM | PO0115219 | M-1109H EVENT CENTER FURNITURE | \$21,833.22 |
| 01-02812 | MIKE KLEMME PHOTOGRAPHY, INC. | PO0115201 | M-1109H ART WORK | \$15,000.00 |
| 01-03770 | STAGERIGHT CORPORATION | PO0114284 | SPOTLIGHT PLATFORMS | \$4,950.00 |
| 01-03915 | PERFORMANCE SURFACES, LLC | PO0111169 | PORTABLE BASKETBALL GOALS | \$43,352.00 |
| 01-04046 | INFINITY SOUND, LTD. | PO0113285 | M-1109H CLEAR COM SYSTEM | \$13,510.00 |
| 01-04166 | CROSS FABRICATION | PO0115172 | M-1109H PROFESSIONAL SVCS | \$541.45 |
| 01-15127 | OK NATURAL GAS | PO0115250 | MONTHLY SERVICE 6/13 | \$338.02 |
| 01-80045 | CHISHOLM TRAIL EXPO CENTER | PO0115313 | HOTEL TAX 6/13 | \$64,684.67 |
| 01-80310 | SOFTWARE HOUSE INTERNATIONAL, INC. | PO0114771 | ADOBE SOFTWARE | \$1,163.00 |
| | | | CONFERENCE CENTER TOTAL | \$166,139.35 |

FUND 65 DEPT 655 - FIRE

| | | | | |
|----------|-----------------------------|-----------|---------------------|------------|
| 01-00838 | ROBERTS TRUCK CENTER, INC. | PO0114984 | V1042 FILTER | \$47.07 |
| 01-01008 | CED FT WORTH CREDIT | PO0114970 | V1029 AC BLOWER FAN | \$40.30 |
| 01-01783 | JP MORGAN CHASE | PO0115303 | CHASE PAYMENT | \$3,328.68 |
| 01-01943 | JOHNSTON SEED COMPANY, INC. | PO0114949 | FERTILIZER | \$107.00 |

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|----------|----------------------------------|-----------|-------------------------|--------------------|
| 01-02182 | BARVE, ARCHANA MD. | PO0115080 | WC/MEDICAL/MORGAN | \$527.85 |
| 01-03109 | CASCO INDUSTRIES, INC. | PO0114950 | FOAMS | \$384.00 |
| 01-03400 | REACH OKLAHOMA | PO0115094 | ADVERTISING | \$1,927.20 |
| 01-03897 | MORGAN, NANCY | PO0114936 | WC/MEDICAL | \$505.28 |
| 01-03897 | MORGAN, NANCY | PO0115057 | WC/MILEAGE | \$163.27 |
| 01-03897 | MORGAN, NANCY | PO0115198 | WC/MEDICAL | \$505.28 |
| 01-03897 | MORGAN, NANCY | PO0114846 | WC/MEDICAL | \$505.28 |
| 01-03918 | KTM NURSING SERVICES, INC. | PO0115089 | WC/MEDICAL/MORGAN | \$485.75 |
| 01-03921 | EXPRESS SCRIPTS, INC. | PO0115269 | WC/MEDICAL/MEIER | \$348.10 |
| 01-03921 | EXPRESS SCRIPTS, INC. | PO0115268 | WC/MEDICAL/CURRIER | \$44.54 |
| 01-03925 | CASE MANAGEMENT SOLUTIONS | PO0115086 | WC/MEDICAL/MEIER | \$128.00 |
| 01-04018 | OKLAHOMA SPINE & BRAIN INSTITUTE | PO0115063 | WC/MEDICAL/CURRIER | \$5,673.54 |
| 01-04158 | SYNAPTIC RESOURCES, LLC | PO0115066 | WC/MEDICAL/CURRIER | \$740.33 |
| 01-04159 | ST JOHN ANESTHESIA SERVICES | PO0115075 | WC/MEDICAL/CURRIER | \$922.28 |
| 01-04161 | NEUROLOGICAL SERVICES OF OK | PO0115082 | WC/MEDICAL/CURRIER | \$563.52 |
| 01-04162 | K & S TIRE, INC. | PO0115115 | V1043 TIRES (4) | \$2,252.20 |
| 01-15020 | OK FIRE CHIEFS ASSOC | PO0114971 | OFCA MEMBERSHIPS (2) | \$72.00 |
| 01-15132 | O'REILLY AUTO PARTS, INC. | PO0114946 | TOWELS/FUSE BLOCK | \$18.98 |
| 01-15132 | O'REILLY AUTO PARTS, INC. | PO0114946 | V1039 HOUR METER | \$41.99 |
| 01-15132 | O'REILLY AUTO PARTS, INC. | PO0114946 | V1031 HEADLIGHT | \$15.12 |
| 01-15132 | O'REILLY AUTO PARTS, INC. | PO0114946 | V1034 FUEL FILTER | \$17.39 |
| 01-16006 | PHILLIPS PRINTING, INC. | PO0114982 | MEDICAL REPORTS (1000) | \$218.00 |
| 01-20106 | T & W TIRE, INC. | PO0114947 | V1043 TIRE | \$668.50 |
| 01-31350 | ADVANCED FIRE EQUIPMENT | PO0114945 | F/E ANNUAL SERVICE 7/13 | \$836.05 |
| 01-51190 | JACK'S OUTDOOR POWER EQUIPMENT | PO0114952 | EDGER BLADES | \$13.26 |
| 01-55160 | BOUND TREE MEDICAL, LLC | PO0114951 | OINTMENT/GAUZE/BANDAGES | \$196.62 |
| 01-60380 | MCBRIDE CLINIC INC | PO0115083 | WC/MEDICAL/MEIER | \$127.91 |
| 01-78060 | KNOX COMPANY | PO0114948 | PCB REPLACEMENT | \$254.00 |
| 01-80139 | MID STATE TERMITE CONTROL | PO0114983 | PEST CONTROL 7/13 | \$250.00 |
| 01-80391 | INTEGRIS BASS PAVILION | PO0115072 | WC/MEDICAL/MEYER | \$196.02 |
| 01-80391 | INTEGRIS BASS PAVILION | PO0115072 | WC/MEDICAL/MORGAN | \$280.60 |
| 01-80473 | ACE HARDWARE-SOUTHERN HARDLINES | PO0114953 | COFFEE MAKER/CONNECTORS | \$162.93 |
| 01-80473 | ACE HARDWARE-SOUTHERN HARDLINES | PO0114953 | V1007 CORD/DRILL BITS | \$22.89 |
| | | | FIRE TOTAL | \$22,591.73 |

FUND 82 DEPT 825 - CLEET

| | | | | |
|----------|----------------------------------|-----------|-----------------------------|--------------------|
| 01-02587 | OK BUREAU OF NARCOTICS | PO0114935 | MONTHLY REIMB 6/13 | \$10.00 |
| 01-03274 | CLEET | PO0114933 | MONTHLY REIMB 6/13 | \$5,301.33 |
| 01-55470 | OK STATE BUREAU OF INVESTIGATION | PO0114934 | MONTHLY REIMB AFIS 6/13 | \$2,914.50 |
| 01-55470 | OK STATE BUREAU OF INVESTIGATION | PO0114934 | MONTHLY REIMB FORENSIC 6/13 | \$2,812.99 |
| | | | CLEET TOTAL | \$11,038.82 |

FUND 99 DEPT 995 - EPTA

| | | | | |
|----------|----------------------------------|-----------|----------------------------|-------------------|
| 01-00536 | WILLIAMS BROADCASTING, LLC | PO0115167 | ADVERTISING 6/13 | \$35.00 |
| 01-00793 | OKLAHOMA OFFICE SYSTEMS, INC. | PO0115141 | COPIER MAINTENANCE 7/13 | \$55.00 |
| 01-01043 | CHISHOLM TRAIL BROADCASTING | PO0115168 | ADVERTISING 6/13 | \$50.00 |
| 01-01163 | ADVANCED WATER SOLUTIONS | PO0115096 | WATER COOLER RENTAL 6/13 | \$16.25 |
| 01-01783 | JP MORGAN CHASE | PO0115303 | CHASE PAYMENT | \$145.39 |
| 01-02594 | PIONEER TELEPHONE-MAINE | PO0115113 | MONTHLY SERVICE 6/13 | \$23.15 |
| 01-05067 | ENID GLASSWORKS, INC. | PO0115120 | V8562 GLASS DOOR | \$195.08 |
| 01-05134 | ENID NEWS & EAGLE | PO0115142 | PUBLICATIONS | \$16.15 |
| 01-07085 | GREATER ENID CHAMBER OF COMMERCE | PO0115007 | ANNUAL BANQUET TICKET | \$35.00 |
| 01-16004 | PDQ PRINTING | PO0115028 | PASSES/BROCHURES (1000) | \$285.00 |
| 01-16145 | PETTY CASH | PO0115302 | REIMB/TRANSLATION SERVICES | \$50.00 |
| 01-19047 | AT & T | PO0115112 | MONTHLY SERVICE 6/13 | \$148.40 |
| | | | EPTA TOTAL | \$1,054.42 |

FUND 70 DEPT 705 - CDBG

70-03589 T & J DEMOLITION, LLC
70-67330 HERTZ RENTAL INC

| | | |
|-------------------|-----------------------------------|-------------------|
| PO0115188 | B-11(365) DEMO/917 N INDEPENDENCE | \$1,900.00 |
| PO0115312 | B-13(381) CHAMPION PARK | \$932.93 |
| CDBG TOTAL | | \$2,832.93 |

COMBINED BREAKDOWN OF TOTALS

| | |
|---------------------|-----------------------|
| EMA | \$274,534.02 |
| EEDA | \$162,460.15 |
| REMAINING FUNDS | 3,269,100.89 |
| TOTAL CLAIMS | \$3,706,095.06 |