



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

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BOARD OF COMMISSIONERS

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**NOTICE OF REGULAR MEETING**

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

Notice is hereby given that the Mayor and Board of Commissioners of the City of Enid, Oklahoma, the Trustees of the Enid Municipal Authority, a Public Trust, and the Trustees of the Enid Economic Development Authority, a Public Trust, will meet in regular session at 6:30 p.m. on the 7th day of January, 2014, in the Council Chambers of the City Administration Building, located at 401 W. Owen K. Garriott Road in said city, and the agenda for said meeting is as follows:

- AGENDA -

MAYOR AND BOARD OF COMMISSIONERS REGULAR MEETING

1. CALL TO ORDER/ROLL CALL.
2. INVOCATION.
3. FLAG SALUTE.
4. CONSIDER APPROVAL OF MINUTES OF THE REGULAR MEETING OF DECEMBER 17, 2013.
5. AWARDS, PRESENTATIONS, AND ORGANIZATIONAL BUSINESS.
  - 5.1 PRESENT PET AVAILABLE FOR ADOPTION AT THE CITY ANIMAL SHELTER.

5.2 CONSIDER APPOINTMENT OF A REPRESENTATIVE FROM THE METROPOLITAN AREA PLANNING COMMISSION (MAPC) TO THE HISTORIC PRESERVATION COMMISSION.

**BACKGROUND:** In March 2011, Mr. Aaron Brownlee was appointed to serve as the MAPC's representative to the Historic Preservation Commission. Due to absences on this board, Mr. Brownlee is no longer eligible to serve.

On December 16, 2013, the MAPC unanimously voted to appoint Mr. Cole Ream to the Commission. If approved, Mr. Ream will fill the unexpired term of Mr. Brownlee to March 1, 2015.

**2013-2014 BUDGETED ITEM:** Not applicable.

**FUNDING SOURCE:** Not applicable.

**ATTACHMENTS:** None.

**RECOMMENDATION:** Appoint Mr. Cole Ream to the Historic Preservation Commission.

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

5.3 PROCLAMATION: WHITNEY BOX.

6. HEARINGS.

6.1 CONDUCT A PUBLIC HEARING REZONING PROPERTY IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 22 NORTH, RANGE 6 WEST OF INDIAN MERIDIAN, LOCATED AT 1401 NORTH 30TH STREET.

**BACKGROUND:** This is a companion to Item 7.1. Magellan Pipeline Company, LP, owns and operates the truck terminal on this site. They are purchasing the adjoining 3.38 acres and are requesting that the property be rezoned from Agriculture District to I-2 Light Industrial District.

The existing land use is High Intensity Industrial which will support the zoning change.

**2013-2014 BUDGETED ITEM:** Not applicable.

**FUNDING SOURCE:** Not applicable.

**ATTACHMENTS:** Location Map.

**RECOMMENDATION:** Conduct Public Hearing.

**PRESENTER:** Chris Bauer, Planning Administrator.

7. COMMUNITY DEVELOPMENT.

7.1 CONSIDER AN ORDINANCE REZONING PROPERTY IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 22 NORTH, RANGE 6 WEST OF INDIAN MERIDIAN, LOCATED AT 1401 NORTH 30TH STREET.

**BACKGROUND:** This is a companion to Item 6.1.

The Metropolitan Area Planning Commission unanimously recommended approval at their December 16, 2013 meeting.

**2013-2014 BUDGETED ITEM:** Not applicable.

**FUNDING SOURCE:** Not applicable.

**ATTACHMENTS:** Ordinance.

**RECOMMENDATION:** Rezone the property to I-2.

**PRESENTER:** Chris Bauer, Planning Administrator.

8. ADMINISTRATION.

8.1 CONSIDER CONTRACT ADDENDUMS 1A, 2A, & 4A TO THE CURRENT MASTER SERVICES AGREEMENT BETWEEN THE CITY OF ENID AND AT&T TO PROVIDE 911 SERVICE TO MAJOR COUNTY.

**BACKGROUND:** The City of Enid currently has a Master Services Agreement with AT&T to provide database services, T-1 lines, and the hosted 911 solution for Enid and Garfield County. The addendums will provide 911 service to Major County per the Interlocal Agreement that was signed between the City of Enid, Garfield County, and Major County on August 13, 2012.

Addendum 1A will purchase one (1) computer, one (1) 911 phone, and Xtracker map software. Cost: \$18,835.00.

Addendum 2A will install a T-1 line between the 911 center located at 301 West Owen K. Garriott and the Major County dispatch center located at 500 East Broadway, Fairview, Oklahoma. Cost: \$459.48/month.

Addendum 4A will establish and maintain network services for Major County 911. This addendum will set up every phone in Major County to route from Major County to the tandem switch in Oklahoma City, and routed to the 911 center in Enid, Oklahoma. Cost: \$500.00/month with a one-time set up fee in the amount of \$3,585.00.

AT&T will provide five (5) years of maintenance and service to all equipment and software.

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

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

**ATTACHMENTS:** Addendum 1A, 2A, and 4A.

**RECOMMENDATION:** Approve Addendums.

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

**8.2 CONSIDER APPROVAL OF A CONTRACT WITH PIONEER TELEPHONE, KINGFISHER, OKLAHOMA, AND THE ENID/GARFIELD COUNTY/MAJOR COUNTY 911 SYSTEM FOR MAJOR COUNTY DATABASE SERVICES.**

**BACKGROUND:** This contract with Pioneer Telephone will provide database management service for Major County exchange access arrangements use by Enid/Garfield County, and Major County for a 1-year term. The contract cost with Pioneer Telephone services are as follows:

- A. **One-Time Charges:**
  - (1) MSAG - Provide Customer Records for Addressing.  
\$.85 per access line.
  - (2) Trunk Set-Up.  
\$47.50 per trunk.
  - (3) Automatic Number Identification.  
\$3.00 per 100 access lines. (Or any fraction thereof)
  - (4) Line Class Coding. (if applicable)  
\$3.00 per 100 access lines. (Or any fraction thereof)
- B. **Monthly Recurring Charges:**
  - (1) Trunk Charge.  
\$ 33.00 per trunk. (Minimum two trunks per exchange)  
11 Exchanges at \$33.00 = \$363.00 X2 = \$726.00/month.

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

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

**ATTACHMENTS:** Pioneer Contract.

**RECOMMENDATION:** Approve Contract.

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

**8.3 CONSIDER ACCEPTING THE WATER SOURCE EXPANSION STUDY CONDUCTED BY C. H. GUERNSEY AND COMPANY, OKLAHOMA CITY, OKLAHOMA, PROJECT NO. W-1004A.**

**BACKGROUND:** The Water Master Plan identifies the need to expand the City of Enid's water supply to support future growth. The plan outlines three (3) surface supply options and an expansion of ground water supply option.

C. H. Guernsey and Company was hired to conduct detailed analysis of these options including geophysical investigations of ground water availability; evaluating the aquifers in the existing well fields; data collection and analysis; developing preliminary concept designs; developing cost analysis; and preparing a final report.

On December 17, 2013, C. H. Guernsey presented the results of the study which provides the City of Enid with the best available information for the selection of a cost effective, sustainable water supply.

**2013-2014 BUDGETED ITEM:** Not applicable.

**FUNDING SOURCE:** Water Capital Improvement Fund.

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

**RECOMMENDATION:** Accept Water Source Expansion Study.

**PRESENTER:** Karl Stickley, C.H. Guernsey and Company.

**8.4 CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 1, ENTITLED "ADMINISTRATION," CHAPTER 13, ENTITLED "LABOR RELATIONS FOR CITY EMPLOYEES NOT COVERED UNDER THE CIVIL SERVICE PROVISIONS OF THE CITY CHARTER," SECTIONS 1-13-1 THROUGH 1-13-12 TO RENAME THE CHAPTER AND OUTLINE THE PROCEDURE WHICH WILL GOVERN LABOR RELATIONS FOR NON-UNIFORM, NON-MANAGEMENT, NON-MANAGEMENT/CONFIDENTIAL AND NON-CONFIDENTIAL EMPLOYEES AS REQUIRED BY THE RECENT**

**AMENDMENT TO THE CITY'S CHARTER; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.**

**BACKGROUND:** This Ordinance was reviewed by the Commission at the December 17, 2013, Study Session.

This amendment will govern labor relations for non-uniformed, non-management, non-management/confidential and non-confidential employees. It provides a purpose, definitions and the manner in which a union will be selected for exclusive recognition. It also outlines contract negotiations and dispute resolution, and prohibits strikes, work stoppage and work slowdowns.

**2013-2014 BUDGETED ITEM:** Not applicable.

**FUNDING SOURCE:** Not applicable.

**ATTACHMENTS:** Ordinance.

**RECOMMENDATION:** Approve Ordinance.

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

- 8.5 **CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 9, ENTITLED "BUILDING REGULATION," TO CREATE CHAPTER 15, ENTITLED "SALE OF COMMERCIAL PROPERTY," SECTION 9-15-1, ENTITLED "COMMERCIAL PROPERTY SALE, DISCLOSURES REQUIRED," TO REQUIRE CERTAIN DISCLOSURES TO BE MADE TO POTENTIAL PURCHASERS OF COMMERCIAL PROPERTY WITHIN THE CITY OF ENID; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.**

**BACKGROUND:** This Ordinance was discussed at the October 15, 2013, Study Session.

This Ordinance requires that disclosures be made during the sale of commercial property within the City of Enid. More specifically the disclosures include: (1) disclosure of city utilities available; (2) current zoning and hydrant flow availability; (3) the information must be given to the purchaser prior to the sale of the commercial property. The intent of this Ordinance is to allow the purchaser to enter into a contract of sale fully informed of the state of the property to be sold.

**2013-2014 BUDGETED ITEM:** Not applicable.

**FUNDING SOURCE:** Not applicable.

**ATTACHMENTS:** Ordinance.

**RECOMMENDATION:** Approve Ordinance.

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

9. CONSENT.

9.1 APPROVE AN AGREEMENT WITH BOCKUS PAYNE ASSOCIATES, OKLAHOMA CITY, OKLAHOMA, FOR PROFESSIONAL ARCHITECTURAL SERVICES FOR THE FIRE STATION NO. 4 RELOCATION AT 801 SOUTH HOOVER, PROJECT M-1408.

**BACKGROUND:** Property has been purchased on South Hoover for the relocation of Fire Station No. 4, currently located at 2205 West Garriott.

The City of Enid prepared a request for proposal for professional architectural services and solicited four (4) qualified architectural firms. Proposals were evaluated and Bockus Payne Associates was selected as the best qualified firm. A contract has been negotiated based on a fee of 7% of the final project costs, not to exceed \$67,000.00. Bockus Payne Associates will procure and manage civil engineering and geotechnical testing services for the project as a direct reimbursable expense of \$10,400.00. Other direct reimbursable expenses include travel, photographic services, printing, and reproduction, at a cost not to exceed \$5,200.00.

Bockus Payne Associates will provide preliminary and final design of the station, complete plans and specifications of all site work, cost estimates, bidding documents, and construction administration for the new Enid Fire Station No. 4. The work will include administration of construction, review and approval of structural details, shop drawings, review of pay requests and change orders, and field clarification of the plans and specifications.

This item will approve the contract with Bockus Payne Associates at a not to exceed cost of \$67,000.00 plus direct reimbursable expenses not to exceed \$15,600.00.

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

**FUNDING SOURCE:** Fire Fund.

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

**RECOMMENDATION:** Approve Agreement with Bockus Payne Associates.

**PRESENTER:** Joe Jackson, Fire Chief.

9.2 DENIAL OF TORT CLAIM OF CLAIMS MANAGEMENT RESOURCES ON BEHALF OF OKLAHOMA GAS & ELECTRIC COMPANY WEST (OG&E).

**BACKGROUND:** On December 19, 2013, Claims Management Resources submitted a tort claim on behalf of OG&E West for property damage in the amount of \$938.08. The claim alleged that because of overgrown vegetation, a wreck occurred at 5500 North Garland and the driver damaged an electric pole. The City Attorney investigated this claim. The driver of the vehicle caused the damage to the utility pole, not the City of Enid. Additionally, the City will not be responsible for maintenance of the area because it is outside of City limits. The City Attorney found no liability on the City's part regarding the incident and recommends that the City deny this tort claim.

**2013-2014 BUDGETED ITEM:** Not applicable.

**FUNDING SOURCE:** Not applicable.

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

**RECOMMENDATION:** Deny tort claim.

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

9.3 APPROVAL OF CLAIMS IN THE AMOUNT OF \$1,794,498.67.

**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 APPROVAL OF CLAIMS IN THE AMOUNT OF \$240,519.67.

**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 LOCAL FUNDING PROGRAM CONTRACT WITH ENID REGIONAL DEVELOPMENT ALLIANCE.

BACKGROUND: In accordance with Okla. Const. Art. 10, §§ 14 and 17, the Trustees of the Enid Economic Development Authority (EEDA) found that the above local program met and served a proper public purpose and appropriated \$600,000.00 for the local program in EEDA's Fiscal Year 2013-2014 budget. The EEDA desires to set forth the terms and conditions with which the local program shall comply in order to receive funding.

2013-2014 BUDGETED ITEM: Yes.

FUNDING SOURCE: EEDA Fund.

ATTACHMENTS: Contract.

RECOMMENDATION: Approve and execute local program funding contract.

PRESENTER: Andrea L. Chism, City Attorney.

15.2 APPROVAL OF CLAIMS IN THE AMOUNT OF \$156,850.00.

ATTACHMENTS: List of claims.

16. ADJOURN TO RECONVENE AS THE ENID CITY COMMISSION.

17. PUBLIC DISCUSSION.

18. 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 17TH DAY OF DECEMBER 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 17th day of December 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 16th day of December 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, Vanhooser and Mayor Shewey.

ABSENT: Commissioner Wilson.

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

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Ms. Paula Nightengale from Park Avenue Thrift gave the Invocation, and Police Chief Brian O'Rourke led the Flag Salute.

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Motion was made by Commissioner Ezzell and seconded by Commissioner Janzen to approve the minutes of the regular Commission meeting of December 3, 2013, and the vote was as follows:

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

NAY: None.

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Mr. Gene Robertson presented a three-month old Shiba Inu mix, available for adoption at the Enid Animal Shelter.

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A Proclamation was presented to Ms. Suzy Meibergen recognizing Keep Enid Beautiful's efforts in beautifying downtown, the outside nodes surrounding the downtown area, and the corners of Willow and Van Buren.

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A hearing was held regarding the closing of a utility easement situated on parts of Lots 3 and 4, Block 1, Kings Gardens Addition.

Opening comments were made by City Attorney Andrea Chism who stated that the hearing concerned an easement located under the old Homeland building that no longer served a purpose. She noted that all utility companies had been notified, with no objections received, and stated that per State statutes, an electric line and a portion of the City's sewer infrastructure on the easement would remain after the easement was closed.

There being no further comments, the hearing concluded.

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Motion was made by Commissioner Janzen and seconded by Commissioner Timm to approve an agreement with Burlington Northern Santa Fe (BNSF) Railway Company for localized drainage improvements on and downstream of BNSF's property located at 411 West Chestnut Avenue, Project No. F-1205, and the vote was as follows:

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

NAY: None.

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Motion was made by Commissioner Ezzell and seconded by Commissioner Stuber to adopt an ordinance amending Section 5-7A-1 in Article A, Chapter 7, Title 5 of the Enid Municipal Code, 2003, entitled "Registration And Inoculation Requirements," which will increase the penalty for failure to register and/or immunize dogs, cats, ferrets or pot bellied pigs; amending Section 5-7A-3 entitled "Dangerous And Potentially Dangerous Dogs," which will increase the penalty and move from a class system of offenses to a specific fine for owning or failing to comply with City regulations regarding dangerous dogs or potentially dangerous dogs; amending Section 5-7A-4 entitled "Rabies Suspected; Impoundment," which will increase the penalty and move from a class system of offenses to a specific fine for failure to surrender an animal requiring quarantine due to rabies or other communicable disease; and amending Section 5-7A-7 entitled "No Leash Dog Areas," which will identify the City of Enid dog park as a designated no-leash dog area and increase the penalty and move from a class system of offenses to a specific fine for failing to leash a dog on City-owned property in areas other than those designated no-leash dog areas, and the vote was as follows:

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

NAY: None.

**ORDINANCE NO. 2013-55**

**AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 5, ENTITLED "PUBLIC SAFETY" CHAPTER 7, ENTITLED "ANIMAL CONTROL" ARTICLE A, ENTITLED "DOGS, CATS, FERRETS AND POTBELLIED PIGS," SECTIONS 5-7A-1, 5-7A3**

**THROUGH 5-7A-4, AND 5-7A-7 TO GOVERN ANIMALS RUNNING AT LARGE AND ATTACKS WITHIN THE CITY OF ENID CITY LIMITS AND TO ALLOW THE ENID POLICE DEPARTMENT DISCRETION AND CONTROL OVER ANIMALS 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.**

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Motion was made by Commissioner Vanhooser and seconded by Commissioner Ezzell to adopt an ordinance amending Section 5-7-3 in Chapter 7, Title 5 of the Enid Municipal Code, 2003, entitled "Fowl And Certain Animals Running At Large," which will increase the penalty for fowl and livestock running at large, and move from a class system of offenses to a specific fine; amending Section 5-7-4 entitled "Keeping Of Swine," which will increase the penalty for the keeping of swine; amending Section 5-7-7 entitled "Keeping Diseased Animals Prohibited," which will increase the penalty for keeping diseased animals; amending Section 5-7-8 entitled "Outdoor Shelters," which will create a penalty for failure to provide shelter to animals; amending Section 5-7-9 entitled "Loud Animals," which will increase the penalty for loud animals and move from a class system of offenses to a specific fine; and amending Section 5-7-10 entitled "Keeping Livestock," which will increase the penalty for the keeping of livestock and move from a class system of offenses to a specific fine, and the vote was as follows:

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

NAY: None.

**ORDINANCE NO. 2013-56**

**AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 5, ENTITLED "PUBLIC SAFETY" CHAPTER 7, CURRENTLY ENTITLED "ANIMAL CONTROL," SECTIONS 5-7-3 THROUGH 5-7-5\*\*, AND 5-7-7 THROUGH 5-7-10 TO GOVERN DOMESTIC ANIMALS WITHIN THE CITY OF ENID CITY LIMITS AND TO ALLOW THE ENID POLICE DEPARTMENT DISCRETION AND CONTROL OVER ANIMALS 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.**

**\*\*NOTE: Section 5-7-5 entitled “Cruelty To Animals; Abandoning Or Dumping,” was removed from the ordinance to be amended on its own.**

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Motion was made by Commissioner Vanhooser and seconded by Commissioner Ezzell to adopt an ordinance amending Section 5-6C-3 in Article C, Chapter 6, Title 5 of the Enid Municipal Code, 2003, entitled “Enhanced Violations,” which will increase the punishment for failure to attend or to send school-aged children to school, and move from a class system of offenses to specific fines and imprisonment, and the vote was as follows:

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

NAY: None.

**ORDINANCE NO. 2013-57**

**AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 5, ENTITLED “PUBLIC SAFETY,” CHAPTER 6 ENTITLED “MINORS,” ARTICLE C, ENTITLED “ENHANCED VIOLATIONS,” SECTION 5-6C-3, TO INCREASE THE PENALTY AND MOVE FROM A CLASS SYSTEM OF OFFENSES TO SPECIFIC FINES AND IMPRISONMENT; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.**

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Motion was made by Commissioner Vanhooser and seconded by Commissioner Stuber to adopt an ordinance amending Section 5-6B-4 in Article B, Chapter 6, Title 5 of the Enid Municipal Code, 2003, entitled “Violations; Parental Responsibility,” which will increase the penalty and move from a class system of offenses for curfew violations, and the vote was as follows:

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

NAY: None.

**ORDINANCE NO. 2013-58**

**AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 5, ENTITLED “GENERAL OFFENSES,” CHAPTER 6, ENTITLED “MINORS,” ARTICLE B, ENTITLED “CURFEW,” SECTION 5-6B-4, TO INCREASE THE PENALTY AND MOVE FROM A CLASS**

**SYSTEM OF OFFENSE TO A SPECIFIC FINE; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.**

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Motion was made by Commissioner Ezzell and seconded by Commissioner Vanhooser to adopt an ordinance amending Section 5-6A-2 in Article A, Chapter 6, Title 5 of the Enid Municipal Code, 2003, entitled "Tobacco Vending Machines," which will increase the penalty for the violation of restrictions on tobacco vending machines; amending Section 5-6A-3 entitled "Furnishing Tobacco Products To Minors," which will decrease the penalties for a first offense of selling tobacco to a minor, increase the penalty for third and subsequent offenses, and move from a class system of offenses to specific fines; amending Section 5-6A-4 entitled "Purchase, Receipt Or Possession By Minors," which will decrease the penalty for possession of tobacco by a minor and move from a class system of offenses to specific fines; amending Section 5-6A-5 entitled "Display Of Tobacco Age Restriction Signage," which will increase the penalty for the violation of failing to display age restriction signage; amending Section 5-6A-6 entitled "Public Access To Tobacco Products," which will move from a class system of offenses for violating regulations regarding public access to tobacco products; and amending Section 5-6A-7 entitled "Tobacco Paraphernalia," which will create a penalty for selling tobacco paraphernalia to minors, and the vote was as follows:

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

NAY: None.

**ORDINANCE NO. 2013-59**

**AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 5, ENTITLED "PUBLIC SAFETY," CHAPTER 6 ENTITLED "MINORS" ARTICLE A, CURRENTLY ENTITLED "TOBACCO PRODUCTS," SECTIONS 5-6A-2 THROUGH 5-6A-7, TO CONTROL THE SALE AND DISTRIBUTION OF TOBACCO TO MINORS WITHIN THE CITY OF ENID CITY LIMITS RESPONSIBLY AND TO ALLOW THE ENID POLICE DEPARTMENT DISCRETION AND CONTROL OVER THESE 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.**

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Motion was made by Commissioner Stuber and seconded by Commissioner Timm to adopt an ordinance amending Section 6-8-1 in Chapter 8, Title 6 of the Enid Municipal Code, 2003, entitled "Compliance With State Law;" amending Section 6-8-2 entitled "Lighting Requirements;" amending Section 6-8-3 entitled "Securing Vehicle Or Load; Exception;" amending Section 6-8-4 entitled "Use Of Compression Braking Or Jake Brakes Prohibited;" and amending Section 6-8-5 entitled "Window Tinting," which will create specific penalties for operating vehicles that violate the State's equipment laws, and create specific penalties for improper use of lights, failure to secure loads, use of compression braking or engine braking, and violations of window tinting regulations, and the vote was as follows:

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

NAY: None.

**ORDINANCE NO. 2013-60**

**AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 6, ENTITLED "MOTOR VEHICLES AND TRAFFIC" CHAPTER 8, ENTITLED "VEHICLE EQUIPMENT," SECTIONS 6-8-1 THROUGH 6-8-5, TO DESCRIBE PROPER EQUIPMENT, USE AND PENALTIES WITHIN THE CITY OF ENID CITY LIMITS. FURTHER, TO UPDATE IN ACCORDANCE WITH STATE LAW, CORRECT GRAMMATICAL ERRORS AND MOVE A CLASS SYSTEM OF OFFENSES TO SPECIFIC FINES AND IMPRISONMENT; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.**

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Motion was made by Commissioner Vanhooser and seconded by Commissioner Stuber to adopt an ordinance amending Section 6-6-7 in Chapter 6, Title 6 of the Enid Municipal Code, 2003, entitled "Parking In Spaces Designated For Disabled Persons," which will establish the penalty for unlawfully parking in a spot designated for physically disabled persons, and the vote was as follows:

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

NAY: None.



**ORDINANCE NO. 2013-61**

**AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 6, ENTITLED “MOTOR VEHICLES AND TRAFFIC” CHAPTER 6, ENTITLED “PARKING IN SPACES DESIGNATED FOR DISABLED PERSONS,” SECTION 6-6-7, TO ESTABLISH THE PUNISHMENT FOR PARKING UNLAWFULLY IN A SPOT DESIGNATED FOR PHYSICALLY DISABLED PERSONS; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.**

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Motion was made by Commissioner Vanhooser and seconded by Commissioner Janzen to adopt an ordinance amending Section 5-8-1 in Chapter 8, Title 5 of the Enid Municipal Code, 2003, entitled “Sound Amplification,” which will increase the penalty and move from a class system of offenses for violating the sound amplification ordinance, and the vote was as follows:

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

NAY: Commissioner Ezzell.

**ORDINANCE NO. 2013-62**

**AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 5, ENTITLED “PUBLIC SAFETY” CHAPTER 8, ENTITLED “NOISE,” SECTION 5-8-1, TO REGULATE AND INCREASE THE PENALTY FOR SOUND AMPLIFICATION WITHIN THE CITY OF ENID CITY LIMITS AND MOVE FROM A CLASS SYSTEM OF OFFENSES TO SPECIFIC FINES AND IMPRISONMENT; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.**

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Motion was made by Commissioner Vanhooser and seconded by Commissioner Stuber to adopt an ordinance amending Chapter 12 in Title 3 of the Enid Municipal Code, 2003, entitled “Pawnbrokers,” to rename the chapter to “Pawnbrokers, Secondhand Dealers And Scrap Metal Dealers;” amending Section 3-12-1 in Chapter 12, Title 3, of the Enid Municipal Code, 2003, entitled “Definitions,” to add definitions for secondhand dealers and scrap metal dealers; amending Section 3-12-2 entitled “Regulatory Fee Required,” to add scrap metal and secondhand dealers to the licensing requirements already in place for pawnbrokers; renaming Section 3-12-3 entitled “Copy Of Reports Of Buy Or Pawn Transactions,” to “Electronic Records And Reports,” to replace hard copy reporting with electronic reporting; amending

Section 3-12-4 entitled “Examination, Investigations And Access To Records,” to create presumptions and require the keeping of electronic records for a period of time; amending Section 3-12-6 entitled “Prohibited Practices,” to expand this section to govern all covered businesses; and repealing Chapter 13 in Title 3 entitled “Secondhand Dealers,” because secondhand dealers have been included in Chapter 12, and the vote was as follows:

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

NAY: None.

### **ORDINANCE 2013 - 63**

**AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 3, ENTITLED “BUSINESS AND LICENSE REGULATIONS,” CHAPTER 12, ENTITLED “PAWNBROKERS” TO RENAME THE CHAPTER TO “PAWNBROKERS, SECONDHAND DEALERS AND SCRAP METAL DEALERS”; TITLE 3, ENTITLED “BUSINESS AND LICENSE REGULATIONS,” CHAPTER 12, ENTITLED “PAWNBROKERS, SECONDHAND DEALERS AND SCRAP METAL DEALERS,” SECTION 3-12-1, ENTITLED “DEFINITIONS,” TO ADD DEFINITIONS FOR SECONDHAND DEALERS AND SCRAP METAL DEALERS; TITLE 3, ENTITLED “BUSINESS AND LICENSE REGULATIONS,” CHAPTER 12, ENTITLED “PAWNBROKERS, SECONDHAND DEALERS AND SCRAP METAL DEALERS,” SECTION 3-12-2, ENTITLED “REGULATORY FEE REQUIRED,” TO ADD SCRAP METAL AND SECONDHAND DEALERS TO THE LICENSING REQUIREMENTS ALREADY IN PLACE FOR PAWNBROKERS; TITLE 3, ENTITLED “BUSINESS AND LICENSE REGULATIONS,” CHAPTER 12, ENTITLED “PAWNBROKERS, SECONDHAND DEALERS AND SCRAP METAL DEALERS,” SECTION 3-12-3, ENTITLED “COPY OF REPORTS OF BUY OR PAWN TRANSACTIONS” TO RENAME THE SECTION TO “ELECTRONIC RECORDS AND REPORTS” AND REPLACE HARD COPY REPORTING WITH ELECTRONIC REPORTING; CHAPTER 12, ENTITLED “PAWNBROKERS, SECONDHAND DEALERS AND SCRAP METAL DEALERS,” SECTION 3-12-4, ENTITLED “EXAMINATION, INVESTIGATIONS AND ACCESS TO RECORDS,” TO CREATE PRESUMPTIONS AND TO REQUIRE THE KEEPING OF ELECTRONIC RECORDS FOR A PERIOD OF TIME; CHAPTER 12, ENTITLED “PAWNBROKERS, SECONDHAND DEALERS AND SCRAP METAL DEALERS,” SECTION 3-12-6, ENTITLED “PROHIBITED PRACTICES,” TO EXPAND THIS SECTION TO GOVERN ALL COVERED BUSINESSES; REPEALING TITLE 3, ENTITLED “BUSINESS AND LICENSE REGULATIONS,” CHAPTER 13, ENTITLED “SECONDHAND DEALERS” BECAUSE SECONDHAND DEALERS HAVE BEEN INCLUDED IN CHAPTER 12; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.**

\*\*\*\*\*

Motion was made by Commissioner Janzen and seconded by Commissioner Vanhooser to approve a resolution authorizing the City Attorney to levy a judgment of the Workers’ Compensation

Court of the State of Oklahoma, entered in favor of Eldon R. Stephens and against the City of Enid in the amount of \$40,375.00; providing that this judgment will be levied pursuant to 62 Okla. Stat. Sections 365.1-365.6 and Title 2, Chapter 3, Section 2-3-2D of the Enid Municipal Code, 2003; approving an agreement acknowledging such judgment; and providing for the payment of such judgment in exchange for the City's promise to repay such judgment collected tax levies, and the vote was as follows:

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

NAY: None.

(Copy Resolution)

\*\*\*\*\*

Motion was made by Commissioner Ezzell and seconded by Commissioner Stuber to adopt an ordinance closing the utility easement situated on parts of Lots Three (3) and (4), Block One (1), Kings Gardens Addition, located under the south end of the former Homeland building, and the vote was as follows:

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

NAY: None.

**ORDINANCE NO. 2013-64**

**AN ORDINANCE CLOSING THE UTILITY EASEMENT SITUATED ON PARTS OF LOTS THREE (3) AND FOUR (4), BLOCK ONE (1), KINGS GARDENS ADDITION TO THE CITY OF ENID.**

\*\*\*\*\*

Motion was made by Commissioner Stuber and seconded by Commissioner Ezzell to approve a resolution providing local support to Carland Group, LLC's application to the Oklahoma Affordable Housing Agency for affordable housing tax credit for a proposed 35-unit low-income housing development to be located east of the intersection of Valley View Road and Forestridge Drive, and the vote was as follows:

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

NAY: None.

(Copy Resolution)

\*\*\*\*\*

Commissioner Janzen requested that Item 9.6, Consideration And Denial Of Tort Claims Of Richard Potts, Barbara McHendry, John Quiggle & Teresa Rake, And Kenny & Lacy King, be removed the list of Consent Items.

City Attorney Andrea Chism requested that Item 9.7 of the Consent Items, Approve And Execute Local Funding Program Contract With Enid Regional Development Alliance, be removed the agenda. It was noted that this item would be considered at the regular Commission meeting of January 7, 2014.

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

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

NAY: None.

- (1) Acceptance of the following described utility easements in the S.E./4 of Section 30-23-6 from Mr. Wes Madison, which will increase an existing 10-foot utility easement located at 4218 North 4th Street, to twenty (20) feet:

(Copy Descriptions)

- (2) Approval of additional inspection and testing services with Envirotech Engineering & Consulting, Inc. for Project No. M-1109B-7, Enid Event Center, in the amount of \$4,000.00;
- (3) Approval of Change Order No. 1 with Rick Lorenz Construction Company for Project No. R-1309A, ADA Intersection Improvements, which will add \$7,520.00 for new signal heads at East Owen K. Garriott Road and 10th Street, and at Van Buren Street and Broadway Avenue, for a total revised contract amount of \$300,875.24;
- (4) Acceptance of permit the Oklahoma Department of Environmental Quality for Project S-0703P, Contracts 1 and 2, Sludge Pump and Piping Modifications at the Water Reclamation Facility;
- (5) Approval of contract award for Project No. W-1401A, 1400-1900 West Rupe Avenue Waterline Extension, to the lowest, responsive bidder, Luckinbill, Inc., Enid, Oklahoma,

in the amount of \$168,898.00, and authorize the Mayor to execute all contract documents after review by the City Attorney;

- (6) Approval of purchase of workers' compensation excess insurance through Midwest Employers Casualty Company;

and

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

(List Claims)

\*\*\*\*\*

Discussion was held regarding Item 9.6, Consideration And Denial Of Tort Claims Of Richard Potts, Barbara McHendry, John Quiggle & Teresa Rake, And Kenny & Lacy King. It was noted that tort claims had been filed by Mr. Potts, 1620 South Quincy Street, in the amount of \$35,600.00 for an alleged sewer back up; by Ms. McHendry, 1401 Gannon Avenue, in the amount of \$632.68, for alleged vehicle damages; by Mr. Quiggle and Ms. Rake, 310 Wellington, in the amount of \$15,000.00, for alleged property damages due to flooding; and Mr. and Mrs. King, 306 Wellington Avenue, in the amount of \$3,885.55, for alleged property damages due to flooding.

City Engineer Robert Hitt provided a brief history regarding drainage issues in the Wellington Avenue area. He spoke of on-going issues and efforts made by residents to alleviate those issues by draining backyards into the street, and by the City by constructing a berm along the west boundary to divert water to the west. He discussed options to open a drainage way to carry the water to the south, raising the berm an additional two (2) feet for added protection, and completing plans to place a discharge structure to the west across Garland Street to carry additional flows down the drainage way along the west side of Garland.

City Manager Eric Benson stated that solving these issues would require the development of a complete drainage basin. He noted that the project had been in the proposed Capital Improvement Plan for the last ten (10) years, but had been rejected by commissioners each year.

Commissioner Janzen asked that this project be placed in the 2014-2015 proposed budget for consideration.

Following further discussion, motion was made by Commissioner Janzen and seconded by Commissioner Ezzell to approve staff's recommendation to deny the tort claims submitted by Mr. Potts, Ms. McHendry, Mr. Quiggle and Ms. Rake, and Mr. and Mrs. King, and the vote was as follows:

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

NAY: Commissioner Timm.

\*\*\*\*\*

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

- TRUSTEES OF THE ENID MUNICIPAL AUTHORITY -

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

ABSENT: Trustee Wilson.

\*\*\*\*\*

Motion was made by Trustee Ezzell and seconded by Trustee Stuber to approve an agreement acknowledging and providing for payment of the judgment of the Workers' Compensation Court of the State of Oklahoma entered in favor of Eldon R. Stephens, and the vote was as follows:

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

NAY: None.

\*\*\*\*\*

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

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

ABSENT: Trustee Wilson.

\*\*\*\*\*

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

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

NAY: None.

(List Claims)

\*\*\*\*\*

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

- MAYOR AND BOARD OF COMMISSIONERS-

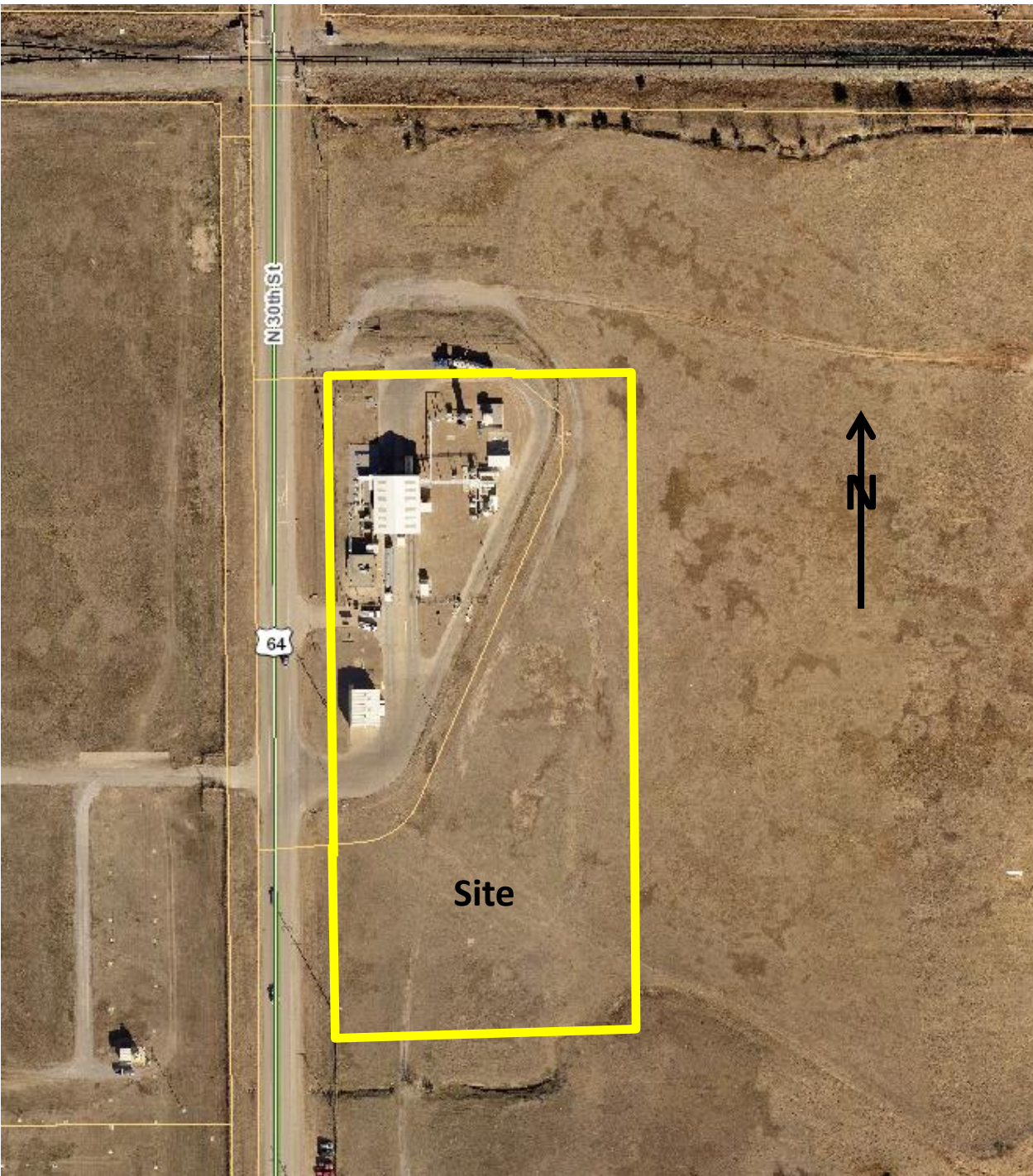
There being no further business to come before the Board at this time, motion was made by Commissioner Stuber and seconded by Commissioner Timm that the meeting adjourn, and the vote was as follows:

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

NAY: None.

The meeting adjourned at 7:16 P.M.





N 30th St

64



Site

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 subdivision of a part of the Southwest Quarter (SW/4) of Section Three (3) Township Twenty-two (22) North, Range Six (6) West of the Indian Meridian, Garfield County, State of Oklahoma, more particularly described by David L. M. Louy on August 21, 2013, Licensed Professional Land Surveyor #1301, with a basis of bearing being the west line of the Southwest Quarter (SW/4) of said Section being South 00°15'54"East; COMMENCING (P.O.C) at the Northwest corner (NW/cor) of the Southwest Quarter (SW/4) of said section; THENCE South 00°15'54"East, along the west line of the Southwest Quarter (SW/4) of said Section, a distance of 315.75 feet to the Northwest corner of Deed recorded in Book 911, Page 309 in the Office of the Garfield County Clerk; THENCE North 89°17'24" East along the north line of said Book 911, Page 309, a distance of 290.29 feet to the Northeast corner (NE/cor) of said Book 911, Page 309, being the POINT OF BEGINNING. THENCE South 50°08'40"East along the east line of said Book 911, Page 309, a distance of 68.69 feet; THENCE South 01°34'43"West along the east line of said Book 911, Page 309, a distance 61.77 feet; THENCE South 23°25'42"West along the east line of said Book 911, Page 309, a distance of 397.69 feet; THENCE Southwesterly along a curve to the right along the east line of said Book 911, Page 309, having a chord bearing of South 54°27'11"West and a radius of 76.48 feet for an arc length of 82.83 feet; THENCE South 85°28'43"West along the south line of said Book 911, Page 309, a distance of 116.97 feet, to the west line of the Southwest Quarter (SW/4) of said Section; THENCE South 00°15'54"East along the west line of the Southwest Quarter (SW/4) of said Section, a distance of 197.86 feet; THENCE North 89°17'24"East, a distance of 420.00 feet; THENCE North 00°15'54"West, a distance of 720.00 feet; THENCE South 89°17'24"West, a distance of 129.71 feet to the POINT OF BEGINNING. AND Tract #355 in N/2 of SW/4 3-22-6 BEG 315.75' S0DG15'54"E of NW/C of SW/4, N89DG17'24"E 290.29', S50DG08'24"E 68.69', S01DG34'43"W 61.77', S23DG25'42"W 397.69', Right Curve (R-76.48) (ARC-82.83'), S5DG28'43"W 116.97', N0DG15'54"W 522.14' to BEG.

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

**ADDENDUM 1a to the MASTER SERVICES AGREEMENT  
BETWEEN  
City of Enid, OK  
AND SOUTHWESTERN BELL TELEPHONE COMPANY, D/B/A AT&T  
OKLAHOMA**

**Central Managed E9-1-1 Services  
MAJOR COUNTY**

1. Customer agrees to acquire Hosted E9-1-1, and AT&T OKLAHOMA agrees to sell Hosted E9-1-1 Service as described below:

Service will provide One- 911 call taking IP phone, along with One Mapped ALI position. The service will include 24-hour monitoring, maintenance, and repair. Customer agrees to pay a one-time fee of \$5,000.00 upon execution of agreement. In addition Customer agrees to a monthly fee of \$230.58.00 per month for a 60 month term.

2. As part of this agreement, customer agrees to acquire 1- 911 call taking phone and 1 mapping positions of Hosted E9-1-1 Service.
3. As part of this agreement, customer also agrees to purchase Point to Point service T-1 speed or greater per circuit per PSAP. See Point to Point Services Addendum #2 for pricing.
4. AT&T OKLAHOMA agrees to install the Central Managed E9-1-1 Service within 6 months of contract execution unless an extension is mutually agreed upon.
5. AT&T Oklahoma restricts access to components associated with the Hosted E9-1-1 system to AT&T personnel and their authorized contractors.
6. AT&T's Hosted Solution does not include call taker headsets, call taker chairs, printer ribbons, printer ink cartridges, or paper.

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

**City of Enid,  
an Oklahoma Municipal  
Corporation**

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

BY \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

**ADDENDUM 2a to the MASTER SERVICES AGREEMENT  
BETWEEN  
City of Enid, OK AND SOUTHWESTERN BELL TELEPHONE COMPANY,  
D/B/A AT&T OKLAHOMA**

**T-1 SERVICES AGREEMENT  
MAJOR COUNTY**

Point to Point T-1 service will be provided to Enid, Oklahoma. The service will consist of 2 Mega Link 1.5 and 2 local channel data circuits. Enid, OK is purchasing these services pursuant to, and the parties agree to be bound by, State Contract SW50450, Master Bridge 20080130-0058 DSI 20060222-0274. The service is as follows:

Major Co Courthouse  
500 E. Broadway  
Fairview, OK 73737

Point to Point T-1 Circuit

Total Monthly

\$ 459.48

Customer agrees to a monthly fee of \$459.48 per month for a 60 month term.

There is no installation charge associated with the service if the circuit is terminated at the AT&T point of demarcation.

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

**City of Enid,  
an Oklahoma Municipal  
Corporation**

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

BY \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

**ADDENDUM 4a to the MASTER SERVICES AGREEMENT  
BETWEEN City of Enid  
, OK  
AND SOUTHWESTERN BELL TELEPHONE COMPANY, D.B.A. AT&T OKLAHOMA**

**NETWORK SERVICES**

**MAJOR COUNTY**

1. Customer agrees to purchase, and AT&T OKLAHOMA agrees to sell, meet-point billed Network Trunking Service (hereinafter, "Network Service") as that term is defined in Company's tariffs on file with the Public Utility Commission, for a Term of (3 years) 36 months. All terms, conditions, rules and regulations set forth in said tariffs under which the Service is offered hereby are incorporated by reference herein. All charges to Customer for Network Service shall subject to change after the Service has been established and shall reflect exactly the price set forth in the AT&T OKLAHOMA "Enhanced 9-1-1 Universal Emergency Number Service" tariff.

2. Customer agrees that the price for the Network Service described above shall be Five Hundred Dollars (\$500.00) per month for the Term, and one time set up fee Three Thousand Five Hundred Eighty Five Dollars \$3,585.00 . Customer further agrees the price for subsequent Terms shall be the price in Company's tariffs for such services on file with the Public Utility Commission in effect on the renewal date of this Agreement, if any. The Parties agree that the network requirements for the MAJOR COUNTY, OK will be audited annually to determine if additional trunking capacity is needed, based on that year's usage. If AT&T OKLAHOMA, in its sound business judgment, determines that additional capacity is needed, Customer agrees to purchase such additional capacity at the price in Company's tariffs for such services on file with the Public Utility Commission in effect on the date ordered.

3. Customer agrees that minimum participation in the Enhanced 9-1-1 Universal Emergency Number Service shall include all police and fire units which are located within the geographical boundaries of the Customer or which provide police and/or fire service to the Customer.

4. The prices herein do not include applicable taxes and fees. AT&T OKLAHOMA retains ownership of all network and database Services, and the equipment providing such Services is leased to the Customer pursuant to the terms of this contract and AT&T OKLAHOMA's tariff provisions.

5. AT&T OKLAHOMA shall be provided access by the Customer and all public safety agencies to their premises where the equipment and facilities are located. This

access, to be provided at any reasonable time, shall be for the purpose of installation, inspection and repairing the facilities used in furnishing the Services.

6. Customer shall be responsible for furnishing AT&T OKLAHOMA with a correct and current definition of the specific geographic areas covered by each primary and secondary PSAP from time to time, as they may change. This definition shall be by street names, street types, directions, street addresses and number ranges (where applicable), or in such other manner as to accurately define the area and be in a format acceptable to AT&T OKLAHOMA.

7. The definition of each geographic area and the ongoing maintenance of such information shall be the sole responsibility of the Customer. Customer further agrees to furnish to AT&T OKLAHOMA, in a timely manner, any such updated geographical information. Customer understands that the time required by AT&T OKLAHOMA to update the data base with data provided by the Customer will depend on the nature and extent of such changes. AT&T OKLAHOMA will require a reasonable interval of time in which to input into the database major changes such as realignment of PSAP boundaries, street names changes, new street additions and annexations.

8. Customer further understands that in Addendum to properly route calls from subscribers in some rural areas of the county, it will be necessary for Customer to provide unique street addresses (including house numbers) for specific real estate parcels in these areas. Street addresses will be required for streets or thoroughfares which cross multiple jurisdictional boundaries and at present use only rural route and box numbers as an address. These street addresses would not affect current mailing addresses.

9. The Service is provided solely for the benefit of Customer. The provision of such service shall not be interpreted, construed or regarded as being for the benefit of, or creating any AT&T OKLAHOMA obligation toward or any right of action on behalf of, and third person or other legal entity.

10. AT&T OKLAHOMA does not undertake to answer and forward Enhanced 9-1-1 calls, but furnishes that use of its facilities to enable Customer to respond to such calls with Customer's personnel on Customer's premises.

11. The rates charged for the enhanced 9-1-1 Service do not contemplate and AT&T OKLAHOMA does not undertake any responsibility for inspection or constant monitoring to discover errors, defects and malfunctions in the service. Customer shall have the responsibility of discovering all errors, defects and malfunctions. Customer assumes the duty of, and will make such tests as, in the judgment of the Customer, are required to

determine whether the system is functioning properly for its use. Customer shall promptly notify AT&T OKLAHOMA in the event the system is not functioning properly.

12. AT&T OKLAHOMA shall not be liable for any loss or damages arising out of errors, interruptions, defects, failures, or malfunctions of the Service, including any and all network facilities and data processing systems associated therewith. Damages arising out of such interruption, defects, failures, or malfunctions of the system after AT&T OKLAHOMA has been so notified and has had a reasonable time for repair, shall in no event exceed an amount equivalent to the charges made for the service affected for the period following notice from Customer until service is restored.

13. Customer agrees that if this request, or any subsequent request by the Customer for service or facilities, or request for additions, rearrangement, relocations or modifications of service, is canceled in whole or in part, for any reason prior to completion of the work involved, Customer shall reimburse AT&T OKLAHOMA for all expenses incurred in handling the request before notice of cancellation is received. Such charges, however, shall not exceed all charges that would apply if the work involved in complying with the request.

**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 \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_

BY \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_



**SERVICE APPLICATION AND AGREEMENT  
FOR ENHANCED EMERGENCY NUMBER (E911) SERVICE**

PIONEER TELEPHONE COOPERATIVE, INC. (“PTC”) and the CITY OF ENID Oklahoma Municipal Corporation (the “CUSTOMER”), of Enid, Oklahoma hereby agree to the following with regard to the provision of Enhanced Emergency Number (E911) Service.

1. DEFINITION OF TERMS USED IN THIS AGREEMENT:

a. **ENHANCED 911 (E911)**

A telecommunications service which provides for the routing of all calls, dialed to 911 and originating from telephones with specified central office prefix codes, to a single Public Safety Answering Point (PSAP). This service is limited to the use of central office telephone number 911 as the universal emergency telephone number. The service is furnished to the CUSTOMER only for the purpose of receiving reports of emergencies from the public. E911 can provide selected routing of 911 calls to a specific PSAP selected from among several within the 911 service area. Other features that may or may not be included are Automatic Number Identification (ANI), Automatic Location Identification (ALI), calling party hold, and central office transfer (fixed, manual, or selective).

b. **CUSTOMER**

The CITY OF ENID Oklahoma Municipal Corporation, herein after referred to as “CUSTOMER” is the Customer of this contract. The CUSTOMER must be legally authorized to operate the 911 equipment and have public safety responsibility to respond to telephone calls from the public for emergency service within the designated telephone service area.

**c. AUTOMATIC NUMBER IDENTIFICATION (ANI)**

A feature by which the calling party's telephone number is forwarded to the 911 Tandem Office or PSAP and displayed on Transfer and Display Units located at the respective Public Safety Answering Point.

**d. PUBLIC SAFETY ANSWERING POINT (PSAP)**

An answering location for 911 Service calls originating in a given area. A PSAP may be designated as primary or secondary to indicate the order in which calls are directed for answering. PSAPs are staffed by employees of public service agencies such as police, fire or emergency medical personnel, or by employees of a common agency serving a group of public service entities.

**e. LINE CLASS CODING**

A switch translation on a per customer line basis that routes E911 calls from an end office to the correct designated primary PSAP. Line Class Coding is performed in exchanges that reside geographically in more than one county.

2. The CUSTOMER applies for Enhanced Emergency Number Service ("E911 Service") for the exchange(s) set forth on EXHIBIT "A". The CUSTOMER hereby agrees to the terms, conditions and rules under which the service is offered, including payment of the charges stated in this Agreement for the service and facilities provided.

3. PTC agrees to furnish the CUSTOMER E911 Service and the necessary facilities, subject to availability, to provide E911 Service in accordance with this Agreement. The lines and facilities provided under this Agreement will be designed by PTC to provide at least the same level of service reliability and quality as local exchange telephone service in the exchanges where E911 Service is offered by the CUSTOMER.

4. The facilities are furnished to the CUSTOMER only for use in its efforts to receive reports of emergencies by the public. The provision of such lines and facilities shall not be interpreted, construed, or regarded as being for the benefit of, or creating any obligation of PTC toward, or any right of action on behalf of, any third person or other legal entity.

5. PTC does not undertake to answer and forward E911 calls, but furnishes the use of its facilities to enable the CUSTOMER and the CUSTOMER's personnel to respond to such calls on the premises of the CUSTOMER.

6. The rates charged for the lines and facilities do not contemplate, nor does PTC undertake inspection or monitoring to discover errors, defects, and malfunctions. The CUSTOMER shall promptly notify PTC in the event the lines or facilities are not functioning properly.

7. The CUSTOMER requests that E911 Service shall be initially established on a date certain and hereby agrees to notify PTC in writing at least thirty (30) days in advance, and; that date shall be the "In-Service Date," unless such service is delayed by mutual agreement, acts of God, or the CUSTOMER's own negligence or actions. PTC agrees to establish such service at such time or as soon thereafter as may be accomplished by PTC exercising reasonable diligence and effort. The E911 Service will not be made available for public use until after the In-Service Date. The CUSTOMER has the responsibility for dispatching the appropriate emergency agency within the E911 Designated Calling Area, or will undertake to transfer all E911 Service calls received to the governmental agency with the responsibility for dispatching such services, to the extent that such services are reasonably available.

8. The CUSTOMER will arrange for the implementation and ongoing administration of the database associated with its E911 Service. PTC will assist the CUSTOMER in the creation and updating of the E911 database.

9 <Intentionally Omitted>

10. PTC's customer records (i.e. names, addresses and telephone numbers) are confidential and proprietary. The CUSTOMER agrees to maintain the confidentiality of these records and to establish controls to ensure that this information is used only for the purpose of providing E911 Service. Should PTC's customer records be requested pursuant to a subpoena or governmental authority, CUSTOMER agrees to forward said request to PTC for response as soon as possible.

11. The CUSTOMER agrees and understands that PTC's area of service and the CUSTOMER's jurisdictional boundaries may not be identical. The CUSTOMER will make all reasonable efforts to forward the emergency calls received from outside the CUSTOMER's jurisdiction to the appropriate emergency agency and will develop an appropriate method for responding to calls for nonparticipating agencies which may be directed to an E911 Service PSAP by calling parties. Both PTC and the CUSTOMER will cooperate to ensure a timely resolution of all problems associated with any non-CUSTOMER jurisdictional calls. Notwithstanding anything herein to the contrary, all limits of liability and statutory protections provided to the CUSTOMER and PTC under Oklahoma law, is not waived or altered by this Agreement in any manner.

12. If, prior to the date on which the E911 facilities are available and accepted for use by the CUSTOMER, the CUSTOMER cancels all or any part of its request for the E911 facilities, the CUSTOMER shall pay PTC for any and all costs and charges expended or committed for the installation and removal of said facilities.

13. If either PTC or CUSTOMER should be in violation of any of its obligations under this Agreement or violate any other provision in this Agreement, and if such default or violation shall continue for thirty (30) days after written notice has been provided, then the non-breaching party may terminate this Agreement immediately by written notice to the other party.

14. If CUSTOMER terminates all or part of this Agreement prior to the expiration of the contract period, and for any reasons other than those laid out in Sections 13 or 18, the CUSTOMER agrees, binds, and obligates itself to pay to PTC the unpaid balance of any charges due under this Agreement.

15. The CUSTOMER shall subscribe to, or provide, telephone equipment and trunks capable of adequately handling the number of incoming E911 Service lines.

16. The CUSTOMER will provide their own E911 customer premises equipment. Where PTC-provided facilities are made available under this contract for use in connection with communications systems provided by the CUSTOMER, any operating characteristics of the CUSTOMER-provided systems shall be such as not to interfere with any of the features or operations of PTC-provided facilities. The CUSTOMER-provided communications systems shall not (1) endanger the safety of PTC employees or the public; (2) damage or require alteration of any PTC-provided facilities; (3) interfere with the proper functioning of PTC-provided facilities; (4) impair the operation of the telecommunications system, or (5) otherwise injure the public in its use of PTC services. Upon notice from PTC that the systems provided by the CUSTOMER are causing, or are likely to harm or impair the operation of telecommunications service provided by PTC, the CUSTOMER shall implement all required alterations as shall be necessary to remove or prevent such hazard or

interference.

17. PTC will provide maintenance for PTC supplied equipment/facilities utilized with the CUSTOMER's E911 service within a reasonable response time, on call twenty-four (24) hours per day, by calling (405) 375-0414 or (800) 375-6162. Temporary suspension of E911 provisions will not be provided. The CUSTOMER will be provided the names of the appropriate PTC personnel to be notified when the emergency repair is required for PTC supplied equipment/facilities utilized with the CUSTOMER's E911 service.

18. This Agreement shall be in effect for an initial period of twelve (12) months after the In-Service Date. After this initial twelve (12) month period, the contract shall be automatically renewed annually for an additional twelve (12) month period unless either party provides written notice of its intent to terminate ninety (90) days before the anniversary date. It is expressly understood and agreed that the monthly billing period will begin immediately after the In-Service Date.

19. PTC, or its officers or employees, may not be held liable for any claim, damage, or loss arising from the provision of E911 Service unless it is proven that the act or omission proximately causing the claim, damage, and loss constitutes gross negligence, recklessness, or intentional misconduct.

20. The CUSTOMER shall indemnify and hold harmless PTC from any claim, damage or loss arising from the provision of E911 Service which may be asserted by any party against PTC unless it is proven that the act or omission proximately causing the claim, damage or loss constitutes gross negligence, recklessness or intentional misconduct by PTC, its officers or employees.

21. The failure of either party to enforce any of the provisions of this

Agreement, or a waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the Agreement shall, nevertheless, be and remain in full force and effect.

22. The CUSTOMER and PTC agree to comply with all applicable Federal, State, and local laws, regulations, and codes in the performance of this Agreement.

23. All notices or other communications relative to this Agreement shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, return receipt requested, postage prepaid, and addressed as follows:

To CUSTOMER

City of Enid,  
Oklahoma Municipal Corporation  
Attn: Lt. Ryan Singleton  
Enid Police Department  
P.O. Box 649  
Enid, OK 73701

To PTC

Pioneer Telephone Cooperative, Inc.  
Attn: Legal Dept. Mgr.  
P. O. Box 539  
Kingfisher, OK 73750

Either party may change its address for giving the other party written notice.

24. The terms of this Agreement, and each of them, cannot be waived, altered, or amended unless all the parties to the Agreement give written consent.

25. Charges for the service, based upon the number of access lines for which E911 Service is being provided to the CUSTOMER, are set forth in EXHIBIT "B" attached hereto and incorporated by reference herein. From time to time, by written agreement of both parties, new exhibits may be substituted for the attached exhibits, superseding and canceling the exhibits then in effect.

26. PTC agrees to collect and remit the E911 emergency service fee pursuant to Oklahoma law.

27. This Agreement contains the entire agreement of the parties with respect to the service described herein, and no other Agreement, statement, or promises made by any party, or to any employee, officer, or agency of any party, which is not contained in this Agreement shall be binding or valid.

EXECUTED, this \_\_\_\_ day of \_\_\_\_\_, 201\_.

Pioneer Telephone Cooperative, Inc.

City of Enid  
Oklahoma Municipal Corporation

By: \_\_\_\_\_  
Richard Ruhl, General Manager

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



EXHIBIT "A"

Attached to and made a part of the Service Application and Agreement for Enhanced Emergency Number Service (E911) dated February 20, 2013, between PIONEER TELEPHONE COOPERATIVE, INC. and the 911 Board of Enid, Garfield County and Major County, PIONEER TELEPHONE COOPERATIVE, INC. shall provide connection to E911 (ANI only) service for the following Exchanges, to-wit:

<b>Name of Exchange</b>	<b>NPA-NXX</b>
Longdale	580-274
Cleo Springs	580-438
Aline	580-463
Drummond	580-493
Quinlan	580-697
Ames	580-753
Chester	580-764
Meno	580-776
Lahoma	580-796
Okeene	580-822
Ringwood	580-883
Seiling	580-922

## **EXHIBIT "B"**

Attached to and made a part of the Service Application and Agreement for Enhanced Emergency Number Service (E911) dated February 20, 2013, between PIONEER TELEPHONE COOPERATIVE, INC. and the 911 Board of Enid, Garfield County and Major County, PIONEER TELEPHONE COOPERATIVE, INC. shall provide connection to E911 (ANI only) service for the Exchanges shown on EXHIBIT "A".

### **BASIS OF COMPENSATION**

Effective upon the "In-Service Date", compensation due PIONEER TELEPHONE COOPERATIVE, INC. for the provision of service under the above-mentioned Agreement shall be based on the charges shown below. This represents a complete list of all charges. CUSTOMER will be charged on the basis of the number of access lines for the actual services being provided only. Not all charges will be applicable to every E911 system.

#### **A. One-Time Charges**

- (1) MSAG – Provide Customer Records for Addressing  
\$ .85 per access line
- (2) Trunk - Set-Up  
\$ 47.50 per trunk
- (3) Automatic Number Identification  
\$ 3.00 per 100 access lines (or any fraction thereof)
- (4) Line Class Coding (if applicable)  
\$ 3.00 per 100 access lines (or any fraction thereof)

#### **B. Monthly Recurring Charges**

- (1) Trunk Charge  
\$ 33.00 per trunk (minimum two trunks per exchange)

<Signature Page Follows>

Approved and Executed this \_\_\_\_ day of \_\_\_\_\_, 201\_.

Pioneer Telephone Cooperative, Inc.

City of Enid  
Oklahoma Municipal Corporation

By: \_\_\_\_\_  
Richard Ruhl, General Manager

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ORDINANCE NO. 2014-\_\_\_\_\_

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 1, ENTITLED "ADMINISTRATION," CHAPTER 13, ENTITLED "LABOR RELATIONS FOR CITY EMPLOYEES NOT COVERED UNDER THE CIVIL SERVICE PROVISIONS OF THE CITY CHARTER," TO RENAME THE CHAPTER; AMENDING TITLE 1, ENTITLED "ADMINISTRATION," CHAPTER 13, ENTITLED "LABOR RELATIONS FOR NON-MANAGEMENT, NON-MANAGEMENT/CONFIDENTIAL AND NON-CONFIDENTIAL CITY EMPLOYEES," SECTIONS 1-13-1 THROUGH 1-13-12, TO OUTLINE THE PROCEDURE THE CITY WILL FOLLOW TO CARRY OUT THE 2013 CITY CHARTER AMENDMENT ALLOWING FOR COLLECTIVE BARGAINING FOR CERTAIN EMPLOYEES; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

Chapter 13

**LABOR RELATIONS FOR NON-MANAGEMENT, NON-MANAGEMENT/CONFIDENTIAL AND NON-CONFIDENTIAL CITY EMPLOYEES NOT COVERED UNDER THE CIVIL SERVICE PROVISIONS OF THE CITY CHARTER**

Section I: That Title 1, Chapter 12, Section 1-13-1 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

**1-13-1: PURPOSE:**

It is the purpose of this chapter to set forth procedures to be followed ~~if and when the mayor and board of commissioners determine by resolution that the city of Enid is willing to consider~~when bargaining with city employees, who are not police officers or firefighters~~non-uniform, non-management, non-management/confidential and non-confidential employees.~~ (Ord. 2005-11, 5-3-2005)

Section II: That Title 1, Chapter 12, Section 1-13-2 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

**1-13-2: DEFINITIONS:**

The following words and phrases when used in this chapter, shall for the purposes of this chapter, have the meanings respectively ascribed to them in this section, except where the context otherwise requires:

**CONFIDENTIAL EMPLOYEES:** All employees of the City Manager's office, all employees of the eCity aAttorney's ~~o~~Office (~~excluding~~including the court clerks), all employees of the

~~Human Resources Office, all employees of the Payroll-clerk Office, all employees of the IT Department, and one secretarial or clerical employee designated by each Department Head and the city manager.~~

DAY: A calendar day, except that when a limited time period specified in this chapter ends on a Saturday, Sunday, or recognized cityCity holiday, the limited time period shall be extended to the next workday of the employer's administrative offices.

DIRECT ECONOMIC ISSUES: Salaries, wages, rates of pay, or other fringe benefits, which require the appropriation of monies by the mMayor and bBoard of eCommissioners.

EMPLOYEE: A full time employee of the eCity, but does not include, for the purposes of exclusive recognition, a management official, a supervisor, a confidential employee, a management/confidential employee, an employee engaged in the administration of this chapter, police officers, or firefighters, or a temporary or seasonal employee hired for a time certain of less than six (6) months during a fiscal year.

EMPLOYER: The eCity mManager.

LABOR ORGANIZATION: A lawful organization of any kind in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning compensation, hours, grievances, and other terms and conditions of employment, but does not include an organization which:

- A. Assists or participates in a strike against the eCity or imposes a duty or obligation to conduct, assist, or participate in such a strike;
- B. Advocates the overthrow of the constitutional form of government of the United States, or any political subdivision thereof;
- C. Discriminates with regard to the terms or conditions of membership because of race, color, creed, sex, age, or national origin.

~~MANAGEMENT OFFICIAL: An employee having authority to make, or to influence effectively the making of, a policy necessary to the employer with respect to personnel, procedures, or programs. An employee influences effective policy decisions when his role extends beyond that of an expert or professional rendering resource information or recommendations with respect to the policy in question to the point of active participation in the ultimate determination as to what the policy, in fact, will be. Examples of management officials from the fiscal year 2004-2005 compensation classification chart include the following: treasury and budget manager, grant administrator/CDBG coordinator, safety/workers' compensation coordinator, and assistant city attorney. Management officials include all administrative staff members and enterprise fund managers. This category shall include all Directors, Department Heads and other FLSA exempt personnel.~~

MANAGEMENT/CONFIDENTIAL EMPLOYEE: This category shall include all executive employees and professional employees.

**STRIKE:** Any work stoppage or slowdown or other behavior by an employee who, individually or by concerted action with others and without the approval of his superior, willfully absents himself from his position or abstains in whole or in part from the full, faithful, and proper performance of his duties for the purpose of inducing, influencing, or coercing a change in conditions or compensation, or the rights, privileges, or obligations of employment.

**SUPERVISOR:** An employee having the authority, in the interest of the employer, to do one of the following: transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees or responsibly to direct them, or to adjust their grievances, if in connection with the foregoing the exercise of authority is not of a mere routine or clerical nature, but requires the use of independent judgment. Examples of supervisory positions ~~from the fiscal year 2004-2005 compensation classification chart~~ include, but are not limited to, the following: ~~a~~Animal ~~e~~Control ~~m~~Manager, ~~head~~CIC ~~a~~Assistant ~~m~~Manager, ~~H~~Librarian, ~~a~~Assistant ~~s~~Supervisor, ~~H~~Landfill ~~m~~Manager, ~~e~~Court ~~e~~Clerk, ~~p~~Planning ~~a~~Administrator, ~~e~~Civil ~~e~~Engineer, Records Supervisor, 911 Supervisors, and ~~j~~Juvenile and ~~e~~Community ~~s~~Services ~~m~~Manager. Supervisors include all department heads. (Ord. 2005-11, 5-3-2005)

**Section III:** That Title 1, Chapter 12, Section 1-13-3 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

**1-13-3: EXCLUSIVE RECOGNITION:**

- A. A labor organization seeking exclusive recognition shall submit to the employer a roster of its officers and representatives, a copy of its charter and constitution and bylaws.
- B. The ~~m~~Mayor and ~~b~~Board of ~~e~~Commissioners shall accord exclusive recognition to a labor organization when the organization has been selected, in a secret ballot election, by a majority of the employees in an appropriate bargaining unit as their representative. When a labor organization has been accorded exclusive recognition, it is the exclusive representative of employees in the unit and is entitled to act for and to negotiate agreements covering all employees in the unit. It is responsible for representing the interests of all employees in the unit without discrimination and without regard to labor organization membership.
- C. Bargaining units shall ensure a clear and identifiable community of interest among the employees concerned, promote effective dealings between the labor organization and the employer, and promote the efficiency of ~~e~~City operations. Therefore, there shall be established only one bargaining unit as a result of secret ballot election. No bargaining unit shall be established if it includes:
  - 1. Police officers or firefighters;

2. Any management official, management/confidential employee, ~~or~~ supervisor or confidential employee;
  3. An employee engaged in administering this chapter; or
  4. A temporary or seasonal employee hired for a time certain of less than six (6) months during a fiscal year.
- D. All elections shall be conducted by secret ballot. Each employee not excluded from the bargaining unit shall be eligible to vote and shall be provided the opportunity to choose the labor organization he wishes to represent him from among those on the ballot, or "no union." When no category on the ballot receives a majority of the valid ballots cast, a runoff election shall be held between the two (2) categories receiving the largest and second largest number of votes in the first election. Elections may be held to determine whether:
1. A labor organization should be recognized as the exclusive representative of the employees;
  2. A labor organization should replace another labor organization as the exclusive representative; or
  3. A labor organization should cease to be the exclusive representative.
- E. The employer shall call and hold an election upon receipt of a timely, written petition signed by no less than thirty percent (30%) of the employees eligible for membership in the union indicating their desire to be represented by a particular labor organization or to change or to withdraw recognition. No labor organization will be permitted to intervene in the election proceeding and secure a place on the ballot unless it has submitted a timely, written petition signed by no less than twenty percent (20%) of the employees eligible for membership in the unit indicating their desire to be represented by that particular labor organization. The employer may hold an election when he has evidence supporting a good faith belief that the labor organization no longer is the choice of employees in the bargaining unit.
- F. When the employer has received an appropriate petition, the employer shall post notices to all employees containing information as to the name of the petition. All interested labor organizations wishing to participate in the election must seek intervention within the ten (10) day period following the date of the posting of the notice by submitting a timely, written petition with the employer and otherwise meeting the requirements of this chapter. As soon as possible after the close of the period of intervention, the employer shall meet with representatives of the successful petitions to arrange the details of the election. Following the meeting, the employer shall post appropriate notices of election. Between the meeting and the date of the election set by the employer, all parties to the election may campaign freely. Such notices shall set forth details and procedures for the election, the eligibility period, the date, hour, and place of the election and shall contain a

sample ballot, which is clearly marked "sample" on its face. The employer shall provide the voting booths and ballot boxes.

Each labor organization on the ballot and the employer may be represented by no more than two (2) observers of its own selection at the polling place. The observers' function is to see that the election is conducted fairly, the security of the ballot is maintained, and all eligible voters are given an opportunity to cast a ballot. At the conclusion of the balloting the ballots will be counted by the observers and an appropriate tally of ballots will be issued. Representatives of the labor organizations and the employer shall sign the tally of ballots indicating that the tally is correct. The signing of the tally does not constitute a waiver of any rights by any party to file objections. The eCity mManager shall promptly report the final results of the election to the mM Mayor and bB Board of eC Commissioners. If a labor organization receives votes equaling fifty percent (50%) plus one of the employees eligible for membership in the unit, this organization will be recognized as their bargaining agent by the mM Mayor and bB Board of eC Commissioners. Otherwise, no bargaining unit will be recognized.

- G. There shall be no election to determine whether a labor organization should become, or continue to be recognized as, exclusive representative of the employees within twelve (12) months after a prior valid election for those employees. When an agreement covering these employees has been signed by the employer and the incumbent exclusive representative, an election petition will not be timely unless filed with the employer not earlier than October 1 and not later than October 15.
- H. Recognition of a labor organization does not preclude an employee, regardless of whether he or she is in the union, from exercising rights established by law, or from choosing his or her own representative in the exercise of such rights. (Ord. 2005-11, 5-3-2005)

Section IV: That Title 1, Chapter 12, Section 1-13-4 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

**1-13-4: MUNICIPAL POWERS AND EMPLOYER RIGHTS:**

- A. Nothing herein contained shall be construed or interpreted so as to infringe upon or remove the prerogatives of the eCity to operate and manage affairs in all respects in accordance with its responsibilities and powers of authority, nor shall the right to collective bargaining extend to such matters.
- B. The employer retains all the rights of management, such as those found in this eCode, the eCharter of the eCity of Enid, and the pPersonnel mM Manual, including, but not limited to:
  - 1. To hire, direct, promote and take disciplinary action against employees;
  - 2. To assign and determine working hours, including overtime and to allocate and assign work to employees;



3. To determine the table of organization, including the right to organize and reorganize the organization, to determine job classifications, to determine the number of employees to be employed;
4. To maintain the efficiency, safety, health and property protection of government operations;
5. To determine the methods, means, procedures, locations and personnel by which such operations are to be conducted; and
6. To introduce new or different methods or operations for the eCity or change, eliminate or alter any existing methods or operations;
7. To determine the amount of supervision necessary;
8. To determine and control the budget;
9. To increase, reduce, change, modify or alter the composition and size of the work force, including, but not limited to, the right to relieve employees from duties due to lack of work, lack of funds or any other reason;
10. To take whatever actions are necessary to carry out the mission of the eCity in situations of emergency.

C. The requirements of this section shall be expressly stated in the initial or basic agreement and apply to all supplemental, implementing, subsidiary, or informal agreements between the employer and the labor organization. (Ord. 2005-11, 5-3-2005)

Section V: That Title 1, Chapter 12, Section 1-13-5 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

**1-13-5: COLLECTIVE BARGAINING:**

~~If and when the mayor and board of commissioners determine by resolution the city's willingness to bargain, and o~~Once a labor organization has been selected by the procedures outlined in section 1-13-3 of this chapter, the employees shall have the opportunity to bargain collectively with the employer and to be represented by a bargaining agent in such collective bargaining as it relates to direct economic issues if the recognized bargaining agent notifies the employer within one hundred ~~twenty-five~~ (120)150 days before the ~~m~~Mayor and ~~b~~Board of ~~e~~Commissioners must adopt a budget for the fiscal year. (Ord. 2005-11, 5-3-2005)

Section VI: That Title 1, Chapter 12, Section 1-13-6 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

**1-13-6: MEET AND CONFER:**

It shall be the obligation of the employer to meet at reasonable times and confer in good faith with the labor organization within ten (10) days after receipt of written notice by the bargaining agent requesting a meeting for collective bargaining purposes. The obligation shall include the duty to cause any collective bargaining agreement resulting from negotiations to be reduced to a written agreement. The employer shall enter into no agreement with a labor organization without the express, written authorization of the ~~m~~Mayor and ~~b~~Board of ~~e~~Commissioners. (Ord. 2005-11, 5-3-2005)

Section VII: That Title 1, Chapter 12, Section 1-13-7 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

**1-13-7: ARBITRATION:**

In the event that the bargaining agent and the employer are unable within sixty (60) days from and including the date of the first meeting, to reach an agreement on a contract, any and all unresolved issues shall be submitted to arbitration, upon request of either party. (Ord. 2005-11, 5-3-2005)

Section VIII: That Title 1, Chapter 12, Section 1-13-8 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

**1-13-8: ARBITRATORS; SELECTION:**

Within five (5) days from the date of the request for arbitration referred to in section [1-13-7](#) of this chapter, the bargaining agent and the employer shall each select and name one arbitrator and shall immediately thereafter notify each other in writing of the name and address of the person so selected. The two (2) arbitrators so selected and named shall, within five (5) days from and after the expiration of the five (5) day period hereinabove mentioned, agree upon and select a third arbitrator. If, on the expiration of the period allowed ~~therefor~~therefore, the arbitrators are unable to agree upon the selection of a third arbitrator, the bargaining agent and the corporate authorities shall request the federal mediation and conciliation service to provide a list of seven (7) arbitrators. Within five (5) days after receipt of the list of arbitrators from the federal mediation and conciliation service, the two (2) arbitrators already selected shall alternately strike the name of one arbitrator from the list of seven (7) until one name remains, with the employer making the first strike from said list. The third arbitrator, whether selected as a result of an agreement between the two (2) arbitrators previously selected or selected from the list provided by the federal mediation and conciliation service, shall act as ~~e~~Chairman of the ~~a~~Arbitration ~~b~~Board. (Ord. 2005-11, 5-3-2005)

Section IX: That Title 1, Chapter 12, Section 1-13-9 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

**1-13-9: HEARING PROCEDURES; SPECIAL MUNICIPAL ELECTIONS; EFFECTIVE DATE:**

A.

1. The aArbitration bBoard, acting through its eChair, shall call a hearing to be held within ten (10) days after the date of the appointment of the chair and shall, acting through its chair, give at least seven (7) days' notice in writing to each of the other two (2) arbitrators, the bargaining agent and the employer of the time and place of such hearing.
2. At least seven (7) days before the date of the hearing the employer and the bargaining agent shall submit to each other and to the aArbitration bBoard members a written arbitration statement listing all contract terms which the parties have resolved and all contract issues which are unresolved. Each arbitration statement shall also include a final offer on each unresolved issue. The terms and offers contained in the arbitration statements shall be known collectively as each party's last best offer.
3. The hearing shall be informal and the rules of evidence prevailing in judicial proceedings shall not be binding. Any and all documentary evidence and other data deemed relevant by the arbitrators may be received in evidence. The arbitrators shall have the power to administer oaths and to require by subpoena the attendance and testimony of witnesses, the production of books, records, and other evidence relative or pertinent to the issues presented to them for determination. A hearing shall be concluded within twenty (20) days from the time of commencement.
4. Within seven (7) days after the conclusion of the hearing, a majority of the aArbitration bBoard members shall select one of the two (2) last best offers as the contract of the parties. The criteria to be used by the bBoard in determining which offer to select shall be limited to subsections 1-13-10A1 through A5 of this chapter. The aArbitration bBoard may not modify, add to or delete from the last best offer of either party. Written notice of the selection decision shall be mailed or delivered to the bargaining agent and the employer.

B. If the employer's last best offer is not selected by the arbitration board, that party may submit the offers which the parties submitted to the aArbitration bBoard to the voters of the City of Enid, for their selection by requesting a special election for that purpose. The request for an election must be filed with the clerk of the municipality within twenty (20) days of the date of the written decision of the aArbitration bBoard. Written notice of the filing of the request shall be given to the bargaining agent. If a request for an election is not filed in a timely manner, the bBoard's selection decision shall be final, and the last best offer it selected shall constitute the agreement of the parties for the remainder of the current Fiscal Year.

C. Upon receiving a request for an election pursuant to the provisions of this section, the clerk shall notify the mMayor and bBoard of eCommissioners of the request. Within twenty (20) days of such notification the municipal authorities shall call for a special

election. The election shall be governed by the state laws on special municipal elections. Only residents of the municipality shall be eligible to vote in said election. The ballot shall inform the voters that they must choose either the last best offer of the bargaining agent or the last best offer of the employer. The last best offer receiving a majority of the votes shall become the agreement of the parties.

- D. Concerning issues relating to money, such ballot shall clearly state the total dollar amount of the offer from the employer and the total dollar amount of the offer from the bargaining agent. Such ballot shall also disclose the total percentage of increase or decrease both offers have over or under the last contract of the two (2) parties. This calculation shall include all monetary issues.
- E. Agreements which are reached as a result of selection by the ~~a~~Arbitration ~~b~~Board or by election shall be effective on the first day of the fiscal year involved regardless of the date of the final selection. (Ord. 2005-11, 5-3-2005)

Section X: That Title 1, Chapter 12, Section 1-13-10 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

**1-13-10: FACTORS TO BE CONSIDERED:**

- A. The arbitrators shall conduct the hearings and render their decision upon the basis of a prompt, peaceful, and just settlement of all submitted disputes between the employees and the employer. The factors, among others, to be given weight by the arbitrators in arriving at a decision shall include:
1. Comparison of wage rates, insurance, retirement, or other fringe benefits of the employees in question with the prevailing wage rates of skilled employees of the building trades and industry in the local operating area involved.
  2. Comparison of wage rates, insurance, retirement, or other fringe benefits of the employees in question with wage rates maintained for the same or similar work of employees exhibiting like or similar skills under the same or similar working conditions in the local operating area involved.
  3. Comparison of wage rates, insurance, retirements, or other fringe benefits of the employees in question with wage rates of similar employees in cities, towns, or other political subdivisions of comparable size and economic status ~~both~~ within ~~and without~~ the ~~s~~State of Oklahoma and bordering states. Comparable size shall be defined as no less and no more than 10% difference in population based on the last census. Comparable economic status shall be defined as cities which own and operate only a water utility (no other utilities) and which sales tax revenue for the previous year was no less and no more than 10% different from the City of Enid's sales tax revenue.
  4. Interest and welfare of the public and revenues available to the municipality; or

5. Comparison of peculiarities of employment in regard to other trades or professions, including specifically:
  - a. Hazards of employment,
  - b. Physical qualifications,
  - c. Educational qualifications,
  - d. Mental qualifications, and
  - e. Job training and skills. (Ord. 2005-11, 5-3-2005)

Section XI: That Title 1, Chapter 12, Section 1-13-11 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

**1-13-11: FEES AND EXPENSES:**

Fees and necessary expenses of the arbitrator selected by the bargaining agent and the arbitrator selected by the employer shall be borne by the bargaining agent and the employer respectively. The reasonable fees and necessary expenses of the third arbitrator shall be borne equally by the bargaining agent and employer. (Ord. 2005-11, 5-3-2005)

Section XII: That Title 1, Chapter 12, Section 1-13-12 of the Enid Municipal Code, 2003, is hereby amended to read as follows:

**1-13-12: AGREEMENTS; CONTENTS:**

Any agreement actually negotiated between the bargaining agent and the employer either before or within thirty (30) days after arbitration shall constitute the collective bargaining contract governing the employees for the period stated therein. Any collective bargaining agreement negotiated under the terms and provisions of this chapter shall specifically provide that the employees who are subject to its terms shall have no right to engage in any work stoppage, slowdown, or strike, the consideration for such provision being the right to a resolution of disputed questions. Every such agreement shall contain a clause establishing arbitration procedures for the immediate and speedy resolution and determination of any dispute, which may arise involving the interpretation of any of the provisions of such agreement. (Ord. 2005-11, 5-3-2005)

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

Section XIV: 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 XV: 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 XVI: Codification. This ordinance shall be codified as Title 1, Chapter 13, Sections 1-13-1 through 1-13-12 of the Enid Municipal Code, 2003.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this 7th day of January, 2014.

CITY OF ENID, OKLAHOMA

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William E. Shewey, Mayor

(SEAL)

ATTEST:

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City Clerk, Linda Parks

Approved as to Form and Legality:

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Andrea L. Springer, City Attorney

**ORDINANCE NO. 2014-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2003, TITLE 9, ENTITLED “BUILDING REGULATION,” TO CREATE CHAPTER 15, ENTITLED “SALE OF COMMERCIAL PROPERTY,” SECTION 9-15-1, ENTITLED “COMMERCIAL PROPERTY SALE, DISCLOSURES REQUIRED,” TO REQUIRE CERTAIN DISCLOSURES TO BE MADE TO POTENTIAL PURCHASERS OF COMMERCIAL PROPERTY WITHIN THE CITY OF ENID; 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 9, Chapter 15, Section 9-15-1 of the Enid Municipal Code, 2003, is hereby created to read as follows:

**9-15-1: COMMERCIAL PROPERTY SALE, DISCLOSURES REQUIRED**

- A. In the sale of commercial property, disclosure of City utilities available, current zoning and hydrant-flow availability shall be provided to the potential purchaser at the time of contract negotiation, but in no event later than twenty-four (24) hours prior to closing on the purchase of the commercial property. This will allow the purchaser to enter into the contract of sale fully informed as to the state of these issues regarding the property to be sold.
1. The City utilities currently available at the property to be sold shall be listed in their entirety. “Currently available” means utilities that can be accessed without any further action on the part of any utility service provider or any other third party.
  2. The current zoning for the property must be disclosed. Current zoning is determined by the ordinances of the City of Enid.
  3. The hydrant-flow availability for the property must be clearly stated and verified by the Enid Fire Department personnel.
- B. Either the potential purchaser of the property, the seller of the property, or his/her representative may request this “Required Disclosure” information from the City of Enid. This information may be obtained by filing a request for this information from the Community Development Department.

- C. The City will provide the requested information at no cost within five (5) business days, unless actual hydrant flow testing is not available, in which case the information will be released within ten (10) days.
- D. A violation of subsection A (1-3). of this section, a failure to disclose to the the purchaser of the commercial property utilities available, OR current zoning, OR hydrant-flow availability, shall result in a fine of \$750.00 in addition to fees and costs associated with the violation.
- E. A purchaser who has failed to receive disclosure of the current zoning from the property is not exempt from any zoning restrictions.
- F. A purchaser who has failed to receive disclosure of hydrant-flow availability from the seller of the commercial property shall not be exempt from satisfying the minimum fire flow requirements as set forth in Appendix B of the international fire code (IFC), 2009 edition, as adopted by the City of Enid.
  - 1. The purchaser of the commercial property shall still be required to meet the minimum fire flow requirements during ownership of the property according to the approved method based upon the type of construction and square footage of the fire area as set forth in Appendix B of the International Fire Code (IFC), 2009 edition, as adopted by the City of Enid.
  - 2. The owner of the commercial property is under a continuing duty to meet these minimum flow requirements throughout ownership as the type of construction and square footage of the commercial property changes.

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 9, Chapter 15, Section 9-15-1 of the Enid Municipal Code, 2003.



PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this 7th day of January, 2014.

CITY OF ENID, OKLAHOMA

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William E. Shewey, Mayor

(SEAL)

ATTEST:

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City Clerk, Linda Parks

Approved as to Form and Legality:

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Andrea L. Springer, City Attorney

**CONTRACT FOR ECONOMIC DEVELOPMENT SERVICES BETWEEN  
ENID ECONOMIC DEVELOPMENT AUTHORITY AND  
ENID REGIONAL DEVELOPMENT ALLIANCE, INC.**

This Contract is made and entered into by and between Enid Economic Development Authority, a Public Trust, hereinafter called "EEDA", and Enid Regional Development Alliance, Inc., an Oklahoma Non-Profit Corporation, hereinafter called "Alliance."

WITNESSETH

**WHEREAS**, EEDA intends and desires to contract with the Alliance to promote the economic development of the City of Enid, Oklahoma (hereinafter "Enid"); and,

**WHEREAS**, EEDA desires to contract with Alliance to increase the revenue of Enid and its inhabitants and to provide employment for them by attracting, developing, retaining, and encouraging business, industry, and quality job creation; therefore, both economic development and this contract serve a public purpose, which is to promote the general health, safety, and welfare of the citizens of Enid; and,

**WHEREAS**, EEDA makes this contract for the additional purpose of continuing a long-term relationship with Alliance, and promoting continuity and stability for economic development programs within Enid; and,

**WHEREAS**, the Trustees of the EEDA deem this contract and the services to be performed hereunder to be unique as a professional services contract; and,

**WHEREAS**, This contract and EEDA's investment commitment are made with the parties anticipating similar investment from the other members of the Alliance in cooperation to accomplish the purpose hereinbefore stated and economic development for Garfield County in general; and,

**WHEREAS**, Alliance is a non-profit corporation, comprised of public and private members, with a mission to assure the economic prosperity of the Enid region.

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

1. Engagement of Alliance. EEDA hereby engages Alliance for Alliance to perform certain economic development services for the benefit of Enid and EEDA. Alliance accepts such engagement pursuant to the terms and conditions set forth herein.
2. Scope of Engagement. The purpose of this contract is for Alliance to promote the economic development of Enid by, including, but not limited to, advertising Enid to potential new industries, attracting new industries to Enid, retaining existing jobs, creating additional jobs by the expansion of existing industry, and providing such capital

improvements that may be required to locate such new industry or to retain or expand existing industry. Alliance shall use its good faith and best efforts to fulfill the following work, goals, and priorities. Such scope of work includes the following objectives:

- a. Develop and implement a mission statement, goals, and program of work for comprehensive economic development for Enid.
  - b. Attract new jobs with an emphasis on higher paying jobs.
  - c. Facilitate expansion and job growth in existing businesses.
  - d. Develop, package, and recommend performance based local incentives to enhance the creation of new jobs (shell buildings, low interest financing, job credits, tax inducements, etc.).
  - e. Raise per capita income and median household income in Enid and Garfield County.
  - f. Achieve a population growth rate above the average of that of the state of Oklahoma.
3. Term. This contract shall be effective from the 1st day of July, 2013, through the 30th day of June, 2014.
  4. Budget. In order to be considered for future fiscal year funding, on or before April 30, 2014, Alliance shall submit a budget to EEDA's Trust Manager for the following July 1st through June 30th fiscal year.
  5. Compensation. Alliance will be compensated in the amount of six hundred thousand dollars (\$600,000.00) to provide economic development services as described in Paragraph 2 to be paid in four (4) equal quarterly installments.
  6. Independent Contractor Status of Alliance. Alliance is a separate, legal entity subject to direction and control by its board of directors, and the parties make this contract accordingly. All persons working for Alliance under this contract shall be employees of Alliance and shall not be considered employees of EEDA. The hiring, discharge, supervision, and management of the employees of Alliance who provide services under this contract, including, but not limited to, the determination from time to time of the qualifications of such Alliance employees who are required to perform the duties of Alliance, and the establishment, revision, and administration of wage scales, rates of compensation, conditions of employment, and job and position descriptions with respect to all such employees of Alliance hereunder shall be within the sole direction of Alliance.

7. Non-Discrimination. The parties covenant (1) that no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this contract on the ground of race, color, age, sex, handicap, or national origin; and (2) that, in carrying out the terms and conditions of this contract, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or national origin.
8. Authority. Neither by this agreement, nor by its membership in Alliance does EEDA delegate any authority to Alliance to make decisions for EEDA. Alliance's powers and purpose by virtue hereof are fact finding, informational, recommendatory, or advisory with no decision-making authority in relation to EEDA. EEDA maintains its autonomy to operate and accomplish its purpose and objectives as prescribed in its founding documents. Alliance has no authority to obligate EEDA or any of its funds but only has the use and support of its investment commitment paid as provided herein for economic development services.
9. Compliance with Laws. Alliance shall conduct its business under the terms of this contract in such a manner that it does not violate federal, state, or local laws or regulations applicable to the conduct of its operations under the terms of this contract.
10. Default. Under this contract, default occurs when either party fails to keep, observe, or perform any material agreement, term, or provision of this contract to be kept, observed, or performed by it and such conduct continues for a period of thirty (30) days after written notice thereof by the other party.
11. Termination, Remedies Upon Default.
  - a. Upon default and in addition to any other remedies available to it on account of such event of default, either party may terminate this contract without further notice.
  - b. A default by Alliance shall result in the requirement to return funds to the EEDA and/or disqualification from future funding.
  - c. No right or remedy herein conferred upon or reserved to either of the parties is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative to any other right or remedy given hereunder or now or hereafter legally existing upon default. The failure of either party to insist upon the strict observance or performance of any of the provisions of this contract or to exercise any right or remedy provided in this contract shall not impair any such right or remedy nor be construed as a waiver or relinquishment thereof with respect to subsequent defaults. Every right and remedy given by this contract to the parties may be exercised from time to time and as often as may be deemed expedient by the parties.

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

13. Interpretation of Law. This contract shall be deemed to have been made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma.

14. Notices. Whenever notice is required to be given in writing, such notice shall be hand-delivered or mailed by certified mail, return receipt requested, and directed to the respective parties at the following addresses:

EEDA:  
Attn: Trust Manager  
P. O. Box 1768  
Enid, Oklahoma 73702

Alliance:  
Attn: Brent Kisling  
2020 Willow Run, STE 135  
Enid, Oklahoma 73703

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.

15. Assignment. Neither party shall assign this contract or any interest herein without the express, written consent of the other party.

16. Indemnification and Hold Harmless. Alliance shall defend, indemnify and hold harmless the EEDA and any and all officers, agents and employees of the EEDA, 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 Alliance, its employees and agents under or in connection with this contract, whether or not any act or omission complained of is authorized, allowed or prohibited by Contractor and all reasonable expenses together with all damages and penalties thereto. Expenses shall include, without limitation, all out-of-pocket expenses, attorney's fees, witness fees, and discovery costs.

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

18. Integration and Amendments. This contract constitutes the entire agreement between the parties and may not be amended, altered, modified or changed in any way except in writing signed by all parties to this contract and which specifically references this contract. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this contract. No course of dealings involving the parties hereto and no usage of trade shall be relevant or admissible to interpret, supplement, explain or in any way vary any of the terms expressly set forth in this Agreement. Any amendment to this contract shall be attached to this contract and all of the terms in this contract not addressed in the amendment shall remain in full force and effect.
19. Binding Effect. This contract binds the parties and any successors and assigns of the parties.
20. Severability. If any one or more of the sections, sentences, clauses, or parts be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this contract.
21. Counterparts. This Contract may be executed in any number of counterparts, and when each party has signed and delivered to the other at least one such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one agreement; provided, however, this contract shall not be binding upon the parties hereto until signed by all of the parties.
22. Third Party Beneficiaries. Nothing in this contract, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Agreement, except as provided expressly herein.
23. Good Faith and Best Efforts. City and Contractor agree to perform obligations under this Contract in good faith and to use their respective best efforts to ensure that the each perform in a timely manner.
24. Identity Theft Prevention. Alliance, for itself, successors, assigns, and subcontractors agree to familiarize themselves with 16 CFR § 681, Identity Theft Rules and 24 Okla. Stat. § 161 et seq., the Security Breach Notification Act. Alliance agrees to meet or exceed the guidelines set out in those laws, including, but not limited to, its policies and procedures regarding training of personnel, use of any personal information obtained, and reporting of “Red Flag” events.
26. Governmental Tort Claims Act. By entering into this Agreement, EEDA and its “employees,” as defined by the Governmental Tort Claims Act, 51 Okla. Stat. § 151 et seq., do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Agreement modifies and/or waives any provision of the Local Government Tort Claims Act.

25. Employment Verification. The EEDA requires all contractors to verify that employees working pursuant to contracts with the EEDA are legally authorized to work in the United States. Alliance agrees to verify and document the employment eligibility of all employees who may perform services pursuant to this Contract. Alliance also agrees to require all subcontractors who perform services under this Contract to verify and document the employment eligibility of all employees who may perform services pursuant to this Contract.

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

Date: \_\_\_\_\_

"EEDA"  
Enid Economic Development Authority,  
a Public Trust

\_\_\_\_\_  
William E. Shewey, Trust Chair

(SEAL)

ATTEST:

\_\_\_\_\_  
Linda Parks, Secretary

Date: \_\_\_\_\_

"ALLIANCE"  
Enid Regional Development Alliance, Inc.  
an Oklahoma Non-Profit Corporation

\_\_\_\_\_  
Brent Kisling, Executive Director

WITNESS:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

## PURCHASING CARD CLAIMS LIST

1/7/2014

**FUND 10 DEPT 100 - ADMINISTRATIVE SERVICES**

AT&T DATA	PO0118592	IPAD DATA PLAN 12/13	55.00
ENID WINNELSON CO	PO0118592	TEE/ADAPTER/CLAMPS	11.36
HOBBY-LOBBY #0008	PO0118592	CONSTRUCTION PAPER	1.99
JUMBO FOODS	PO0118592	DRINKS	11.97
LOCKE SUPPLY - ENID	PO0118592	WATER FILTER	7.41
PIZZA HUT #8333	PO0118592	PIZZA/DRINKS/YMCA/CHRISTMAS PARTY	125.50
STAPLES 00106633	PO0118592	CERTIFICATE HOLDERS	231.07
SYX*TIGERDIRECT.COM	PO0118592	(CREDIT) CLOCK RETURN	(62.95)
VENETIAN/PALAZZO ROOM	PO0118592	LODGING (3)/SHOT SHOW CONF	1,706.88
<b>ADMINISTRATIVE SERVICES TOTAL</b>			<b>2,088.23</b>

**FUND 10 DEPT 110 - HUMAN RESOURCES**

AT&T DATA	PO0118592	IPAD DATA PLAN 12/13	30.00
SHI CORP	PO0118592	WINDOWS 7 UPGRADE	123.00
WAL-MART #0499	PO0118592	FORKS/NAPKINS/TABLECLOTH	18.11
<b>HUMAN RESOURCES TOTAL</b>			<b>171.11</b>

**FUND 10 DEPT 120 - LEGAL SERVICES**

AT&T DATA	PO0118592	IPAD DATA PLAN 12/13	25.00
OFFICE DEPOT #1079	PO0118592	PENS/ENVELOPES/COFFEE	60.31
STAPLES 00106633	PO0118592	HEATER/TONER/USB CORDS	143.17
STAPLES DIRECT	PO0118592	PRINTERS/TONER	771.45
<b>LEGAL SERVICES TOTAL</b>			<b>999.93</b>

**FUND 10 DEPT 140 - SAFETY**

JUMBO FOODS	PO0118592	COFFEE	35.95
PARADISE DONUTS	PO0118592	MEAL/SAFETY REP MEETING	17.43
STAPLES 00106633	PO0118592	INK CARTRIDGES/BOOK ENDS	285.75
<b>SAFETY TOTAL</b>			<b>339.13</b>

**FUND 10 DEPT 200 - GENERAL GOVERNMENT**

ON THE SIDEWALK BAR AN	PO0118592	MEAL (15)/COMMISSION MTG	191.25
WAL-MART #0499	PO0118592	VENDING MACHINE SNACKS	56.82
<b>GENERAL GOVERNMENT TOTAL</b>			<b>248.07</b>

**FUND 10 DEPT 210 - ACCOUNTING**

WEE TOO RESTAURANT	PO0118592	MEAL (8)/DEPT MEETING	85.35
<b>ACCOUNTING TOTAL</b>			<b>85.35</b>

**FUND 10 DEPT 220 - RECORDS & RECEIPTS**

DMI* DELL K-12/GOVT	PO0118592	DESKTOP COMPUTER	645.00
<b>RECORDS &amp; RECEIPTS TOTAL</b>			<b>645.00</b>

**FUND 10 DEPT 250 - INFORMATION TECHNOLOGY**

AMAZON MKTPLACE PMTS	PO0118592	CHARGER/CLEANING CLOTH	23.13
BLAZE'S BBQ	PO0118592	MEAL (4)/DEPT MEETING	53.92
WWW.NEWEGG.COM	PO0118592	COFFEE POT	57.99
<b>INFORMATION TECHNOLOGY TOTAL</b>			<b>135.04</b>



## PURCHASING CARD CLAIMS LIST

1/7/2014

**FUND 10 DEPT 300 - COMMUNITY DEVELOPMENT**

KATYS PANTRY	PO0118592	MEAL/MAPC MEETING	42.00
<b>COMMUNITY DEVELOPMENT TOTAL</b>			<b>42.00</b>

**FUND 10 DEPT 350 - CODE ENFORCEMENT**

NAPOLIS ITALIAN RESTAU	PO0118592	MEAL (8)/DEPT MEETING	136.49
<b>CODE ENFORCEMENT TOTAL</b>			<b>136.49</b>

**FUND 10 DEPT 400 - ENGINEERING**

MERRIFIELD OFFICE P	PO0118592	INK CARTRIDGE	83.98
MURTHY LAW FIRM	PO0118592	LEGAL SERVICES	1,500.00
NATIONAL SOCIETY OF PR	PO0118592	NSPR ORG DUES (2)	498.00
<b>ENGINEERING TOTAL</b>			<b>2,081.98</b>

**FUND 10 DEPT 700 - PUBLIC WORKS MGMT**

4IMPRINT	PO0118592	STYLUS PENS (250)	199.93
ABRASIVES OF ST PAU	PO0118592	SANDPAPER	233.80
AMAZON MKTPLACE PMTS	PO0118592	ROUTER BITS	223.69
AMAZON.COM	PO0118592	PRINTER/PHONE CASE	173.31
AT&T DATA	PO0118592	IPAD DATA PLAN 12/13	80.00
ATHEY LUMBER COMPANY	PO0118592	WOOD SEALER	159.96
ATW OF ENID # 01	PO0118592	TRASH BAGS/SPRAY BOTTLES/BRUSH	57.89
ETRAILER	PO0118592	ELECTRIC TRAILER JACK	219.95
HUGHES LUMBER COMPANY	PO0118592	PLYWOOD/STRAP	152.57
LOWES #00205*	PO0118592	DRILL BITS/LUMBER/MOLDING	135.44
MCKINLEY HARDWOODS	PO0118592	LUMBER	1,009.56
OKLAHOMA GLASS & WALLP	PO0118592	GLASS PANELS	94.64
ROC*ROCKLER WDWK HDWE	PO0118592	CROSS CUT SLED/TAPER JIG	376.10
SEARS ROEBUCK 2291	PO0118592	HOSE REEL/CUTTER/REGULATOR/SCREWDRIVER	151.49
STAPLES 00106633	PO0118592	MONITOR/PRINTER INK/BACKUP DRIVE	637.32
SUNNYSIDE FLORAL	PO0118592	FLORAL ARRANGEMENT	50.00
USPS 39282704133607748	PO0118592	SHIPPING FEES	12.88
<b>PUBLIC WORKS MGMT TOTAL</b>			<b>3,968.53</b>

**FUND 10 DEPT 710 - FLEET MGMT**

AIRGAS CENTRAL	PO0118592	SAFETY JACKET	43.69
AT&T DATA	PO0118592	IPAD DATA PLAN 12/13	44.99
ATW OF ENID # 01	PO0118592	ROLLER COVER	5.98
AW BRUEGGEMANN CO	PO0118592	SOCKET	20.11
LOCKE SUPPLY - ENID	PO0118592	BALL VALVE	7.15
LOWES #00205*	PO0118592	BITS/FITTINGS	33.57
NAPA TRACS	PO0118592	ONLINE VEHICLE INFO 12/13	132.00
STAPLES 00106633	PO0118592	USB ADAPTER	39.29
WHITTON SUPPLY CO	PO0118592	DRILL SWITCH	80.83
<b>FLEET MGMT TOTAL</b>			<b>407.61</b>

**FUND 10 DEPT 730 - PARKS & RECREATION**

2000 CED	PO0118592	FITTINGS/COUPLINGS/TUBE	160.53
ACE HARDWARE	PO0118592	SPRAY PAINT	143.76
ALLPLAQUES	PO0118592	MEMORIAL PLAQUE	208.95
AMAZON.COM	PO0118592	BENCH ANCHORS	33.27

## PURCHASING CARD CLAIMS LIST

1/7/2014

AMERICAN EARTH ANCHORS	PO0118592	BENCH ANCHORS	66.77
AT&T DATA	PO0118592	IPAD DATA PLAN 12/13	60.00
ATW OF ENID # 01	PO0118592	HEATER	39.98
AW BRUEGGEMANN CO	PO0118592	COUPLING NUTS	62.56
ENID IRON & METAL CO	PO0118592	SCRAP METAL	74.00
FENCECENTER.COM	PO0118592	PRIVACY FENCE	783.32
GOLDEN CORRAL - #636	PO0118592	MEAL (7)/DEPT MEETING	75.11
HORTICULTURE/LANDSCAPE	PO0118592	TURF MANAGEMENT CLASS (7)	945.00
KMART 3128	PO0118592	BOTTLED WATER	7.98
LOWES #00205*	PO0118592	PAINT/LUMBER/LIGHT FIXTURE	1,215.59
LYNDA.COM	PO0118592	COMPUTER SOFTWARE SUBSCRIPTION	25.00
PAYPAL *MCDIVOT LTD	PO0118592	SOD STAKES	85.00
RAMSEYS WHATEVER ST	PO0118592	BITS/SPRAY FOAM	18.55
ROSE ST COLLEGE	PO0118592	WATER/WASTEWATER LICENSE/K WATKINS	716.00
STAPLES 00106633	PO0118592	BINDERS/MARKERS/FOLDERS	119.38
TPC*GOPHER	PO0118592	SPORT BALLS/ROPES/CART	1,169.76
WAL-MART #0499	PO0118592	VEHICLE CLEANER	140.73
<b>PARKS &amp; RECREATION TOTAL</b>			<b>6,151.24</b>

**FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT**

AT&T DATA	PO0118592	IPAD DATA PLAN 12/13	30.00
AT&T O519 8327	PO0118592	IPAD DATA PLAN 12/13	56.00
SQ *BYRINS LAWN CARE	PO0118592	DIP/POTHOLE REPAIR	950.00
SQ *BYRINS LAWN CARE	PO0118592	POT HOLE REPAIR	900.00
SQ *BYRINS LAWN CARE	PO0118592	POT HOLE REPAIR (200)	900.00
SQ *BYRINS LAWN CARE	PO0118592	POT HOLE REPAIR (230)	900.00
SQ *BYRINS LAWN CARE	PO0118592	POT HOLE REPAIR (250)	950.00
SQ *BYRINS LAWN CARE	PO0118592	POT HOLE REPAIR (250)	900.00
SQ *BYRINS LAWN CARE	PO0118592	POTHOLE REPAIR (186)/CURB REPAIR	700.00
SQ *BYRINS LAWN CARE	PO0118592	TREE REMOVAL KELLET PARK	950.00
STAPLES 00106633	PO0118592	COMPUTER SPEAKERS	25.99
<b>STRMWTR &amp; ROADWAY MAINT TOTAL</b>			<b>7,261.99</b>

**FUND 10 DEPT 750 - TECHNICAL SERVICES**

AT&T DATA	PO0118592	IPAD DATA PLAN 12/13	130.00
ATSI INC	PO0118592	CONFLICT MONITOR TEST CABLE	515.00
ENID WINNELSON CO	PO0118592	STRAP	9.00
HUGHES LUMBER COMPANY	PO0118592	JIG SAW BLADES	11.19
LOWES #00205*	PO0118592	FLOOR CLEANER/BULBS	154.66
STAPLES 00106633	PO0118592	PRINTER MACHINE/INK	294.98
<b>TECHNICAL SERVICES TOTAL</b>			<b>1,114.83</b>

**FUND 10 DEPT 900 - LIBRARY**

ABBEY'S HALLMARK SHOP	PO0118592	PUZZLE/TEEN AREA	14.95
AMAZON MKTPLACE PMTS	PO0118592	CLEANING SPRAY/BLOCKS/BOOKS	142.47
AMAZON.COM	PO0118592	BOOKS/DVDS/BLOCKS	179.28
APL*APPLE ITUNES STORE	PO0118592	OFFICE APP/IPAD	4.99
AT&T DATA	PO0118592	IPAD DATA PLAN 12/13	25.00
BAKER & TAYLOR - BOOKS	PO0118592	BOOKS (27)	411.94
CENTER POINT LARGE PRI	PO0118592	BOOKS (8)	174.96
COPIERS PLUS LLC	PO0118592	COPIER MONTHLY SERVICE 11/13	293.16

## PURCHASING CARD CLAIMS LIST

1/7/2014

DART/TARTAN/MCNAUGH	PO0118592	BOOKS (134)	2,018.14
GAYLORD BROS INC	PO0118592	BOOK PROCESSING SUPPLIES	46.30
GOOGLE *ACTIVISION	PO0118592	TABLET APP	0.99
GOOGLE *BRITANNICAKIDS	PO0118592	TABLET APP	4.99
GOOGLE *DISNEY MOBILE	PO0118592	TABLET APP	1.99
GOOGLE *ELECTRONIC ART	PO0118592	LIBRARY TABLET APP	1.99
GOOGLE *HALFBRICK	PO0118592	LIBRARY TABLET APP	0.99
GOOGLE *K12 MOBILE	PO0118592	TABLET APP	0.99
GOOGLE *KONAMI	PO0118592	TABLET APP	0.99
GOOGLE *MEDIocre	PO0118592	TABLET APP	1.99
GOOGLE *MINECRAFT	PO0118592	TABLET APP	6.99
GOOGLE *NIGHT DAY APPS	PO0118592	TABLET APP	1.99
GOOGLE *NIMBUS GAMES	PO0118592	TABLET APP	2.99
GOOGLE *ROVIO MOBILE	PO0118592	TABLET APP	0.99
GOOGLE *TOCA BOCA AB	PO0118592	TABLET APP	0.99
GOOGLE *ZEPTOLAB	PO0118592	TABLET APP	3.98
HOBBY-LOBBY #0008	PO0118592	CHRISTMAS WREATH	45.37
KAPCO	PO0118592	BOOK PROCESSING SUPPLIES	428.76
ORIENTAL TRADNG CO	PO0118592	WINTER READING PRIZES	84.18
PITNEY BOWES*	PO0118592	POSTAGE METER INK (3)	183.57
QUILL CORPORATION	PO0118592	MAILERS/LABELS/CALENDARS	324.39
SEARS.COM 9301	PO0118592	LEGO TABLE	485.10
SPRING-GREEN LAWN CARE	PO0118592	LAWN SERVICE 2014	561.20
STAPLES 00106633	PO0118592	COPY PAPER	134.95
TCD*GALE	PO0118592	BOOKS (18)	408.63
THE UPS STORE 5063	PO0118592	SHIPPING FEES	57.39
THYSSENKRUPP ELEV ORAC	PO0118592	ELEVATOR MAINTENANCE SERVICE 12/13	100.00
TMS*SKINNER AUDIO SERV	PO0118592	FIRST FRIDAY PROGRAM/SOUND	125.00
USPS 39282704133607748	PO0118592	SHIPPING FEES	9.49
		<b>LIBRARY TOTAL</b>	<b>6,292.07</b>

**FUND 20 DEPT 205 - AIRPORT**

8008089000 PIONEERTELE	PO0118592	MONTHLY PHONE SERVICE 12/13	22.73
ICC THE COMPLIANCE CEN	PO0118592	HAZMAT SHIPPING BOXES	18.70
SUMMIT SIGN AND SAFETY	PO0118592	(CREDIT) OVER CHARGE	(3.90)
THE UPS STORE 5063	PO0118592	SHIPPING FEES	35.02
TLF HUFFMAN FLORAL INC	PO0118592	FLOWER ARRANGEMENT	58.95
USPS 39282704133607748	PO0118592	SHIPPING FEES	9.62
WAL-MART #0499	PO0118592	SNACKS/GROUNDBREAKING	33.14
		<b>AIRPORT TOTAL</b>	<b>174.26</b>

**FUND 22 DEPT 225 - GOLF**

ACE HARDWARE	PO0118592	SPRAY PAINT	29.93
ENID IRON & METAL CO	PO0118592	TEE MARKERS IRON	494.40
HIBU INC. - WEST	PO0118592	ADVERTISING	68.00
LOWES #00205*	PO0118592	PAINT/BUCKETS/TOWELS	159.67
PAYPAL *OKLAHOMAGOL	PO0118592	OK GCSA DUES/M LEAGUE	75.00
SEARS ROEBUCK 2291	PO0118592	TOOL CHEST/SCREW DRIVERS/CLAMPS	116.95
		<b>GOLF TOTAL</b>	<b>943.95</b>

## PURCHASING CARD CLAIMS LIST

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**FUND 31 DEPT 230 - UTILITY SERVICES**

CHILI'S ENID	PO0118592	MEAL (16)/DEPT HOLIDAY PARTY	190.70
FIRESTONE 025046	PO0118592	V374 TIRES	115.96
T MOBILE 2593	PO0118592	CELL PHONE CASE/HOLSTER	29.99
		<b>UTILITY SERVICES TOTAL</b>	<b>336.65</b>

**FUND 31 DEPT 760 - SOLID WASTE**

2000 CED	PO0118592	RECEPTACLE COVERS/CONNECTORS	56.16
AIRGAS CENTRAL	PO0118592	GLOVES/RADNOR	49.43
AT&T DATA	PO0118592	IPAD DATA PLAN 12/13	30.00
ATHEY LUMBER COMPANY	PO0118592	MOULDING	151.80
AW BRUEGGEMANN CO	PO0118592	V252 BOLTS	121.46
J.A. KING & COMPANY	PO0118592	COMMERCIAL SCALE RED TAG REMOVAL	921.75
MUNN SUPPLY	PO0118592	WELDING HELMET	186.64
PERSONNEL CONCEPTS	PO0118592	OSHA POSTERS	254.84
SHERWIN WILLIAMS #7185	PO0118592	MASKING TAPE/MASKING FILM	252.74
STAPLES 00106633	PO0118592	CALENDARS/CARD HOLDERS/LANYARDS	106.03
RIB CRIB 44	PO0118592	MEAL (3)/DEPT MEETING	73.00
WAKO INC	PO0118592	PUMP/EAST TANK	996.07
WAL-MART #0499	PO0118592	SHAMPOOER/SPOT CLEANER/BROOM	117.76
		<b>SOLID WASTE TOTAL</b>	<b>3,317.68</b>

**FUND 31 DEPT 790 - WATER PRODUCTION**

ALBRIGHT STEEL & WIRE	PO0118592	HR FLAT METAL	80.76
LOWES #00205*	PO0118592	CONCRETE/MORTAR	104.73
		<b>WATER PRODUCTION TOTAL</b>	<b>185.49</b>

**FUND 31 DEPT 795 - WATER RECLAMATION SVS**

1-800-FLOWERS.COM,INC.	PO0118592	FLORAL ARRANGEMENT	84.98
ALL IN ONE POSTER CO I	PO0118592	OSHA POSTER	48.40
ASHBROOKSIM	PO0118592	PROXIMIITY SENSOR/SENSORS	925.43
AT&T DATA	PO0118592	IPAD DATA PLAN 12/13	50.00
AW BRUEGGEMANN CO	PO0118592	SCREWDRIVER FASTENER SET	33.90
CHEDDAR'S #430	PO0118592	MEAL (2)/WW LAB C TRAINING	31.00
DAVIS INSTRUMENTS CORP	PO0118592	WEATHER STATION HEATER	207.00
DEPT OF ENV QUALITY	PO0118592	WASTE WATER LAB TEST/B SWARMER	62.00
FASTENAL COMPANY01	PO0118592	WASHERS/FITTINGS	226.90
FLAMING AUTO SUPPLY CO	PO0118592	CRIMP TERMINALS	23.82
GARDNER DENVER PEACHTR	PO0118592	FILTERS	935.52
GOLDEN CORRAL - #550	PO0118592	MEAL (2)/WW LAB C TRAINING	18.97
GOLDEN PALACE	PO0118592	MEAL (2)/WW LAB C TRAINING	21.97
HAWTHORN SUITES	PO0118592	LODGING (2)/WW LAB C TRAINING	696.00
HILTI INC	PO0118592	BIT	194.18
HOTEK TECHNOLOGIES	PO0118592	RPM METER	532.00
LOCKE SUPPLY WHC ENID	PO0118592	HVAC FILTERS	57.40
LOWES #00205*	PO0118592	EXTENSION CORDS/HEATERS	598.50
MUNN SUPPLY	PO0118592	TIP/CUTTING/ELECTRODE	101.83
NOR*NORTHERN TOOL	PO0118592	LADDERS (2)	606.47
OLD CHICAGO MWC 091	PO0118592	MEAL (2)/WW LAB C TRAINING	34.19
SANTA FE CATTLE COMPAN	PO0118592	MEAL (2)/WASTEWATER LAB CLASS	25.00
SCHLOTZSKYS 2442	PO0118592	MEAL (2)/WW LAB C TRAINING	20.73

## PURCHASING CARD CLAIMS LIST

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STAPLES 00106633	PO0118592	COMPUTER MOUSE	56.97
STEAK N SHAKE #3302	PO0118592	MEAL (2)/WW LAB C TRAINING	12.26
TEXAS ROADHOUSE 2203	PO0118592	MEAL (2)/WW LAB C TRAINING	55.00
TFS*DAVISINSTRUMENTS	PO0118592	WIRELESS REPEATER	260.91
TLF UPTOWN FLORIST INC	PO0118592	FLORAL ARRANGEMENT	70.00
		<b>WATER RECLAMATION SVS TOTAL</b>	<b>5,991.33</b>

**FUND 42 DEPT 425 - SANITARY SEWER**

LOWES #00205*	PO0118592	S-0703V CORDS/OUTLETS	210.79
		<b>SANITARY SEWER TOTAL</b>	<b>210.79</b>

**FUND 44 DEPT 445 - WATER CAPITAL REPLACEMENT**

2000 CED	PO0118592	W-0821A CONDUIT/COPPER WIRE	494.70
2000 CED	PO0118592	W-0821A WATER TOWER/FITTINGS	350.51
STUART C IRBY	PO0118592	W-0821A ELECT SERVICE INSTALL	427.76
		<b>WATER CAPITAL REPLACEMENT TOTAL</b>	<b>1,272.97</b>

**FUND 50 DEPT 505 - 911**

DELGADO'S MEXICAN REST	PO0118592	MEAL (2)/MAJOR COUNTY 911 MEETING	16.65
FAMILY DOLLAR #2065	PO0118592	CLEANER/SPONGES	32.50
		<b>911 TOTAL</b>	<b>49.15</b>

**FUND 51 DEPT 515 - POLICE**

ATW OF ENID # 01	PO0118592	SHOP RAGS	71.88
FAMILY DOLLAR #2065	PO0118592	SOAP	33.75
GALLS INTERN*	PO0118592	RESTRAINT BELTS	75.00
HOBBY-LOBBY #0008	PO0118592	CHRISTMAS DECORATIONS	11.96
KMART 3128	PO0118592	CLEANER	12.57
LA POLICE GEAR INC	PO0118592	ANIMAL CONTROL UNIFORMS	924.81
SHELL OIL 574427064QPS	PO0118592	V2031 FUEL/EOD TRANSPORT	20.00
TOM AND TIDDLE SHOE RE	PO0118592	BOOT REPAIR/A ELDER	65.00
TW TIRE ENID	PO0118592	V2178 ALIGNMENT	64.95
UPS (800) 811-1648	PO0118592	SHIPPING FEES	51.46
USPS 39282704133607748	PO0118592	SHIPPING FEES	8.63
		<b>POLICE TOTAL</b>	<b>1,340.01</b>

**FUND 52 DEPT 525 - C.I.C.**

STAPLES 00106633	PO0118592	INK CARTRIDGES	169.98
		<b>C.I.C. TOTAL</b>	<b>169.98</b>

**FUND 65 DEPT 655 - FIRE**

AMAZON MKTPLACE PMTS	PO0118592	PLATFORM SET	298.39
AMAZON.COM	PO0118592	PHYSICAL TRAINING EQUIPMENT/FOAM ROLLERS	37.74
AUSTIN HARDWARE & SUPP	PO0118592	V1042 DOOR LATCH	77.87
BRAUMS #242	PO0118592	MEAL/PARTS PICKUP	6.85
BURGER KING #15822 Q07	PO0118592	MEAL/PIERCE SCHOOL/J BULLER	6.20
CPO COMMERCE	PO0118592	CORDLESS DRILL	166.99
ENID WINNELSON CO	PO0118592	TOILET/SHIMS	590.50
HANGAR ONE STEAKHOUSE	PO0118592	MEAL/PIERCE SCHOOL/J BULLER	31.89
HOLIDAY INN WICHITA	PO0118592	LODGING/PIERCE SCHOOL/J BULLER	281.73
JUMBO FOODS	PO0118592	COFFEE	335.52

**PURCHASING CARD CLAIMS LIST**

1/7/2014

LOCKE SUPPLY WHC ENID	PO0118592	THERMOCOUPLE	11.03
LYNDA.COM	PO0118592	ONLINE TRAINING LIBRARY	37.50
MHC KENWORTH OKLAHOMA	PO0118592	V1029 FILTER/PULLEY/SHAFT	151.98
MORRISON SUPPLY 90	PO0118592	DUCT/COLLARS	42.47
NFPA NATL FIRE PROTECT	PO0118592	BOOK	40.05
PENNY'S DINER-WELLINGI	PO0118592	MEAL (2)/TRUCK COMMITTEE TRIP	31.62
PHYSIO CONTROL INC	PO0118592	AED BATTERY	336.02
RADIOSHACK COR00166611	PO0118592	PHONE CASE	39.99
RANGER 3	PO0118592	V1013 FUEL	56.22
RUSH TRK CTR OKLAHOMA	PO0118592	V1029 IDLER PULLEY	148.87
SADDORIS COMPANIES INC	PO0118592	TOWEL SERVICE	74.18
SECRETARY OF STATE	PO0118592	NOTARY RENEWAL	20.80
SOUTHWEST WHEEL COMPAN	PO0118592	TIRE	341.95
SUBWAY 00145904	PO0118592	MEAL/FIRE CIVIL SERVICE	53.10
THE FLIGHT DECK	PO0118592	MEAL/PIERCE SCHOOL/J BULLER	10.84
THE UPS STORE 5063	PO0118592	SHIPPING FEES	11.08
WAL-MART #0499	PO0118592	WASTEBASKET	16.97
WWW.NEWEGG.COM	PO0118592	MONITOR	130.98
WWW.PELICANCASES.COM	PO0118592	CARRYING CASE (2)	62.16
		<b>FIRE TOTAL</b>	<b>3,451.49</b>

**FUND 99 DEPT 995 - EPTA**

GOLDEN CORRAL - #636	PO0118592	MEAL (15)/DEPT MEETING	180.78
WAL-MART #0499	PO0118592	EXTENSION CORDS/PAPER CLIPS/NOTE PADS	107.07
		<b>EPTA TOTAL</b>	<b>287.85</b>

**JP MORGANCHASE CLAIMS LIST TOTAL \$ 49,900.20**

## PURCHASE ORDER CLAIMS LIST

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**FUND 10 DEPT 000 - N.A.**

01-01472	STAPLES ADVANTAGE	PO0118572	CORRECTION/PACKING TAPE	\$20.98
01-03315	RED ROCK DISTRIBUTING CO.	PO0118514	UNLEADED FUEL/ST	\$19,704.48
01-05041	ENID PET HOSPITAL	PO0118596	REIMB/SPAY	\$133.00
01-06041	FARMERS GRAIN COMPANY-POND CREEK	PO0118567	DIESEL/ST	\$22,859.16
01-15125	OK GAS & ELECTRIC	PO0118561	MONTHLY SERVICE 11/13	\$1,240.63
01-15125	OK GAS & ELECTRIC	PO0118565	MONTHLY SERVICE 11/13	\$35,983.60
01-15125	OK GAS & ELECTRIC	PO0118566	MONTHLY SERVICE 11/13	\$278.12
01-15127	OK NATURAL GAS	PO0118562	MONTHLY SERVICE 11/13	\$1,599.92
01-15127	OK NATURAL GAS	PO0118563	MONTHLY SERVICE 11/13	\$2,730.86
01-57310	PURCHASE POWER	PO0118537	POSTAGE RESERVE	\$4,000.00
01-19047	AT & T	PO0118564	MONTHLY SERVICE 11/13	\$7,182.55
01-30420	OLSON ANIMAL HOSPITAL, INC.	PO0118595	REIMB/VACCINES	\$95.00
01-33090	CAT CLINIC, INC.	PO0118597	REIMB/SPAY/NEUTER	\$110.00
01-50710	OK MUNICIPAL ASSURANCE GROUP	PO0118539	GENERAL/AUTO LIABILITY	\$198,518.32
01-50710	OK MUNICIPAL ASSURANCE GROUP	PO0118539	PROPERTY COVERAGE	\$65,740.49
01-50710	OK MUNICIPAL ASSURANCE GROUP	PO0118539	PUBLIC OFFICIAL BOND	\$579.50
01-53300	ANIMAL CARE OF ENID, INC.	PO0118598	REIMB/VACCINES	\$90.00
01-55120	QUILL CORPORATION, INC.	PO0118569	CARTRIDGE	\$119.96
01-70950	COPIERS PLUS, INC.	PO0118389	COPIER MAINTENANCE 11/13	\$528.66
01-80343	FENTRESS OIL COMPANY, INC.	PO0118405	HYDRAULIC FLUID	\$952.77
01-80343	FENTRESS OIL COMPANY, INC.	PO0118515	OIL/ST	\$2,748.76
			<b>N.A. TOTAL</b>	<b>\$365,216.76</b>

**FUND 10 DEPT 100 - ADM. SERVICES**

01-01783	JP MORGAN CHASE	PO0118592	CHASE PAYMENT	\$2,088.23
01-02855	FRIESEN DESIGN, INC.	PO0115185	CONCEPT DESIGN ENTRY SIGNAGE	\$3,520.00
01-03175	OKLAHOMA ACADEMY	PO0118390	2014 MEMBERSHIP RENEWAL	\$150.00
			<b>ADM. SERVICES TOTAL</b>	<b>\$5,758.23</b>

**FUND 10 DEPT 110 - HUMAN RESOURCES**

01-01338	J & P SUPPLY, INC.	PO0118530	DISINFECTING WIPES	\$80.87
01-01472	STAPLES ADVANTAGE	PO0118572	CORRECTION/PACKING TAPE	\$28.47
01-01783	JP MORGAN CHASE	PO0118592	CHASE PAYMENT	\$171.11
01-03053	NORTHWEST SHREDDERS, LLC	PO0118518	SECURITY CONSOLE 12/13	\$20.00
01-04129	OK DEPT. OF CORRECTIONS	PO0118496	INMATE/VAN USE 11/13	\$626.29
01-04308	GRASSINO, ROBERT	PO0118546	TUITION ASSISTANCE	\$1,000.00
01-51430	ENID P T PROFESSIONALS	PO0118495	POST OFFER TESTING (5)	\$750.00
01-74350	NORCE	PO0118550	JANITORIAL SERVICES 11/13	\$1,550.50
			<b>HUMAN RESOURCES TOTAL</b>	<b>\$4,227.24</b>

**FUND 10 DEPT 120 - LEGAL SVCS.**

01-01783	JP MORGAN CHASE	PO0118592	CHASE PAYMENT	\$999.93
01-02131	LEXISNEXIS	PO0118400	ONLINE SERVICE 11/13	\$993.00
01-02154	OAKTREE MEDICAL CENTER, PC	PO0118444	WC/MEDICAL	\$88.00
01-03053	NORTHWEST SHREDDERS, LLC	PO0118518	SECURITY CONSOLE 12/13	\$40.00
01-33380	OPFER, DAVID	PO0118367	WC/MEDICAL	\$317.36
01-33380	OPFER, DAVID	PO0118434	WC/MEDICAL	\$317.36
01-33380	OPFER, DAVID	PO0118548	WC/MEDICAL	\$317.36
01-03902	MCGIVERN & GILLIARD A PROFESSIONAL	PO0118449	WC/ATTORNEY FEES	\$740.72
01-03902	MCGIVERN & GILLIARD A PROFESSIONAL	PO0118450	WC/ATTORNEY FEES	\$120.00
01-03921	EXPRESS SCRIPTS, INC.	PO0118447	WC/MEDICAL	\$324.94
01-03921	EXPRESS SCRIPTS, INC.	PO0118621	WC/MEDICAL	\$892.01
01-04118	ARENS, EDWARDS	PO0118624	WC/MILEAGE	\$204.14
01-05134	ENID NEWS & EAGLE	PO0118399	PUBLICATIONS	\$239.20
01-07045	GARFIELD CO. BAR ASSOC.	PO0118458	BAR ASSOC DUES (2)	\$300.00
01-55120	QUILL CORPORATION, INC.	PO0118388	CALENDARS	\$14.36
			<b>LEGAL SVCS. TOTAL</b>	<b>\$5,908.38</b>

**FUND 10 DEPT 140 - SAFETY**

01-01783	JP MORGAN CHASE	PO0118592	CHASE PAYMENT	\$339.13
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**SAFETY TOTAL**

**\$339.13**

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**FUND 10 DEPT 200 - GENERAL GOVERNMENT**

01-01783	JP MORGAN CHASE	PO0118592	CHASE PAYMENT	\$248.07
01-04116	DOWNTOWN THREADS	PO0118479	LOGO SHIRTS (3)	\$131.43
01-04307	WILLIAM GAULEY	PO0118633	REFUND/MOWING OVERPAYMENT	\$115.00
01-05134	ENID NEWS & EAGLE	PO0118520	PUBLICATIONS	\$865.90
01-05134	ENID NEWS & EAGLE	PO0118582	PUBLICATIONS	\$1,391.25
01-16147	PEGASYS	PO0116136	PEGASYS RENT 1/14	\$1,060.00
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
01-75430	SHIEBER, BENJAMIN M	PO0118440	PROFESSIONAL LEGAL SVCS	\$4,085.43
<b>GENERAL GOVERNMENT TOTAL</b>				<b>\$29,563.74</b>

**FUND 10 DEPT 210 - ACCOUNTING**

01-01472	STAPLES ADVANTAGE	PO0118421	STICKIES	\$6.49
01-01472	STAPLES ADVANTAGE	PO0118572	CORRECTION/PACKING TAPE	\$2.47
01-01783	JP MORGAN CHASE	PO0118592	CHASE PAYMENT	\$85.35
01-02908	BACHELOR INTEGRITY ACCOUNTING, PC	PO0118384	ARBITRAGE CALCULATION	\$2,000.00
01-03053	NORTHWEST SHREDDERS, LLC	PO0118518	SECURITY CONSOLE 12/13	\$20.00
01-16004	PDQ PRINTING	PO0118466	REQUISITIONS	\$260.00
01-55120	QUILL CORPORATION, INC.	PO0118388	CALENDARS	\$45.86
01-55120	QUILL CORPORATION, INC.	PO0118569	TONER/CALENDAR	\$22.48
<b>ACCOUNTING TOTAL</b>				<b>\$2,442.65</b>

**FUND 10 DEPT 220 - RECORDS & RECEIPTS**

01-01783	JP MORGAN CHASE	PO0118592	CHASE PAYMENT	\$645.00
01-13089	MERRIFIELD OFFICE SUPPLY	PO0118521	STAMP PAD	\$18.75
01-55120	QUILL CORPORATION, INC.	PO0118388	CALENDAR/PAPER	\$29.66
01-55120	QUILL CORPORATION, INC.	PO0118569	TONER/CALENDAR	\$207.88
<b>RECORDS &amp; RECEIPTS TOTAL</b>				<b>\$901.29</b>

**FUND 10 DEPT 250 - INFORMATION TECHNOLOGY**

01-01783	JP MORGAN CHASE	PO0118592	CHASE PAYMENT	\$135.04
01-03163	SUDDENLINK-COE	PO0114655	INTERNET SERVICE/COE 1/13	\$2,925.00
01-55120	QUILL CORPORATION, INC.	PO0118377	CALENDARS	\$17.99
<b>INFORMATION TECHNOLOGY TOTAL</b>				<b>\$3,078.03</b>

**FUND 10 DEPT 300 - COMMUNITY DEVELOPMENT**

01-01783	JP MORGAN CHASE	PO0118592	CHASE PAYMENT	\$42.00
01-55120	QUILL CORPORATION, INC.	PO0118377	CALENDARS	\$242.99
<b>COMMUNITY DEVELOPMENT TOTAL</b>				<b>\$284.99</b>

**FUND 10 DEPT 350 - CODE ENFORCEMENT**

01-01783	JP MORGAN CHASE	PO0118592	CHASE PAYMENT	\$136.49
01-02639	RON'S MOWING SERVICE	PO0118482	MOW/229 E WALNUT	\$75.00
01-02639	RON'S MOWING SERVICE	PO0118553	MOW/1829 E BROADWAY	\$75.00
01-02639	RON'S MOWING SERVICE	PO0118553	MOW/824 E GARRIOTT	\$75.00
01-02639	RON'S MOWING SERVICE	PO0118553	MOW/1328 E CHEROKEE	\$75.00
01-04116	DOWNTOWN THREADS	PO0118483	LOGO SHIRT	\$27.64
01-55120	QUILL CORPORATION, INC.	PO0118388	CALENDARS	\$111.53
<b>CODE ENFORCEMENT TOTAL</b>				<b>\$575.66</b>

**FUND 10 DEPT 400 - ENGINEERING**

01-01472	STAPLES ADVANTAGE	PO0118421	SELFINK STAMP	\$47.95
01-01783	JP MORGAN CHASE	PO0118592	CHASE PAYMENT	\$2,081.98
01-55120	QUILL CORPORATION, INC.	PO0118388	CALENDARS	\$61.15
01-55120	QUILL CORPORATION, INC.	PO0118569	TONER	\$113.37
<b>ENGINEERING TOTAL</b>				<b>\$2,304.45</b>

**FUND 10 DEPT 700 - PUBLIC WORKS MGMT**

01-01338	J & P SUPPLY, INC.	PO0118402	AIR FRESHENER/TOWELS/GLOVES	\$238.34
01-01338	J & P SUPPLY, INC.	PO0118406	TOWELS/CLEANER	\$373.59
01-01338	J & P SUPPLY, INC.	PO0118579	CLEANER/GLOVES/LINERS	\$273.42
01-01783	JP MORGAN CHASE	PO0118592	CHASE PAYMENT	\$3,968.53
01-08022	HUGHES LUMBER CO., LLC	PO0118407	RUBBER STRAP/NYLON	\$14.02
01-19004	SHERWIN-WILLIAMS CO., INC.	PO0118415	PAINT	\$219.45
01-50210	LOWE'S HOME CENTERS, INC.	PO0118416	BOTTLED WATER/VALVES	\$399.67
01-50210	LOWE'S HOME CENTERS, INC.	PO0118559	BLOW IN INSULATION	\$235.75
01-50210	LOWE'S HOME CENTERS, INC.	PO0118616	LUMBER/ADAPTER KIT	\$330.19
01-70950	COPIERS PLUS, INC.	PO0118389	COPIER MAINTENANCE 11/13	\$5.04
01-70950	ATWOODS	PO0118591	COVERALLS/K HEDGES	\$85.00
01-80246	ATWOODS	PO0118591	COVERALLS/M PENTON	\$85.00
<b>PUBLIC WORKS MGMT TOTAL</b>				<b>\$6,228.00</b>

**FUND 10 DEPT 710 - FLEET MAINTENANCE**

01-00878	BROWN'S SHOE FIT COMPANY	PO0118587	BOOTS/B TINGLER	\$125.00
01-01783	JP MORGAN CHASE	PO0118592	CHASE PAYMENT	\$407.61
<b>FLEET MAINTENANCE TOTAL</b>				<b>\$532.61</b>

**FUND 10 DEPT 730 - PARKS & RECREATION**

01-01300	CRYSTAL LAKE FISHERIES, INC.	PO0118533	TROUT FISH	\$1,250.00
01-01338	J & P SUPPLY, INC.	PO0118463	CLEANER/TOWELS/SOAP	\$764.22
01-01783	JP MORGAN CHASE	PO0118592	CHASE PAYMENT	\$6,151.24
01-03107	CHEM-CAN SERVICES, INC.	PO0118487	PORTABLE TOILET RENTAL 12/13	\$165.00
01-03107	CHEM-CAN SERVICES, INC.	PO0118498	PORTABLE TOILET RENTAL 12/13	\$308.00
01-03443	GAMETIME	PO0118489	PAYGROUND EQUIPMENT	\$68.20
01-04309	EASTON SOD FARMS, INC	PO0118560	SOD	\$41.25
01-12015	LAMPTON WELDING SUPPLY, INC.	PO0118403	CUTTING TIPS	\$27.00
01-12015	LAMPTON WELDING SUPPLY, INC.	PO0118500	LIGHTER	\$6.26
01-15061	OK CORRECTIONAL INDUST.	PO0118634	PARK BENCHES (5)	\$1,158.75
01-15061	OK CORRECTIONAL INDUST.	PO0118502	BENCH	\$927.00
01-19004	SHERWIN-WILLIAMS CO., INC.	PO0118412	PAINT	\$351.71
01-19004	SHERWIN-WILLIAMS CO., INC.	PO0118415	PAINT	\$209.03
01-30830	LOCKE SUPPLY, INC.	PO0118419	THERMOSTAT	\$31.78
01-50210	LOWE'S HOME CENTERS, INC.	PO0118503	PAINT/BRUSH/LINERS	\$376.46
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0118401	CHAIN	\$15.95
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0118554	CHAIN SAW	\$118.01
01-59250	USA BLUEBOOK	PO0118480	MOWERS AHEAD SIGNAGE	\$187.90
01-59250	USA BLUEBOOK	PO0118535	SIGN STAND	\$1,717.91
01-59360	FASTENAL COMPANY	PO0118488	CABLE TIES	\$22.85
01-59360	FASTENAL COMPANY	PO0118501	RAMSET/FITTINGS	\$134.93
01-70950	COPIERS PLUS, INC.	PO0118389	COPIER MAINTENANCE 11/13	\$26.18
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0118413	CAULK/BLADE	\$60.87
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0118418	HAMMER/HANDLE	\$45.48
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0118499	BUCKET MOP/CUT KEY	\$102.02
<b>PARKS &amp; RECREATION TOTAL</b>				<b>\$14,268.00</b>

**FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT.**

01-01783	JP MORGAN CHASE	PO0118592	CHASE PAYMENT	\$7,261.99
01-04033	DOLESE BROTHERS CO., INC.	PO0118555	SURGE	\$981.15
01-04033	DOLESE BROTHERS CO., INC.	PO0118609	CRUSHER RUN	\$6,354.15
01-04157	CONSOLIDATED ELECTRICAL DISTRIBUTOR	PO0117520	ELCECTRICAL EQUIP PLUGINS	\$3,060.59
01-80246	ATWOODS	PO0118591	JEANS/W REDDING	\$59.94
01-80246	ATWOODS	PO0118591	BOOTS/W REDDING	\$119.99
01-80246	ATWOODS	PO0118591	JACKET/W REDDING	\$49.99
<b>STRMWTR &amp; ROADWAY MAINT. TOTAL</b>				<b>\$17,887.80</b>

**FUND 10 DEPT 750 - TECHNICAL SERVICES**

01-01783	JP MORGAN CHASE	PO0118592	CHASE PAYMENT	\$1,114.83
01-01972	TESSCO	PO0118409	ANTENNA HOLE SAW	\$72.75
01-02515	ENID EYE OPTICAL, INC.	PO0118414	SAFETY GLASSES/F SWEET	\$102.00
01-05012	ENID WINNELSON COMPANY, INC.	PO0118492	PVC/TAPE	\$3.01

01-07030 GADES SALES CO., INC.

PO0118494 VISOR/RECERTIFICATION

\$195.00

01-07030	GADES SALES CO., INC.	PO0118536	SOLAR ENGINE	\$1,625.00
01-58740	STUART C. IRBY	PO0118630	UTILITY BOX	\$141.52
01-64080	AIRGAS	PO0118417	EAR FLAP	\$13.11
01-74350	NORCE	PO0118550	JANITORIAL SERVICES 11/13	\$1,550.50
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0118398	PROPANE FUEL	\$12.98
			<b>TECHNICAL SERVICES TOTAL</b>	<b>\$4,830.70</b>

**FUND 10 DEPT 900 - LIBRARY**

01-01783	JP MORGAN CHASE	PO0118592	CHASE PAYMENT	\$6,292.07
01-03053	NORTHWEST SHREDDERS, LLC	PO0118518	SECURITY CONSOLE 12/13	\$40.00
01-03356	OVERDRIVE, INC.	PO0118528	2013 OK VIRTUAL MAINTENANCE	\$6,000.00
			<b>LIBRARY TOTAL</b>	<b>\$12,332.07</b>

**FUND 10 DEPT 955 - CAPITAL ASSETS & PROJECTS**

01-02446	JOHN DEERE FINANCIAL	PO0115261	MOWER	\$104,732.32
01-12007	LUCKINBILL, INC.	PO0117777	PAINT/CAFÉ GARCIA	\$17,600.00
			<b>CAPITAL ASSETS &amp; PROJECTS TOTAL</b>	<b>\$122,332.32</b>

**FUND 14 DEPT 145 - HEALTH FUND**

01-01506	IRON WORKS FITNESS & TANNING	PO0118517	WELLNESS DOLLARS	\$100.00
01-01869	DEARBORN LIFE INSURANCE CO.	PO0118545	MONTHLY PREMIUMS 12/13	\$2,441.03
01-04111	HOLMES MURPHY & ASSOCIATES, INC	PO0114289	PROFESSIONAL SERVICES	\$10,000.00
01-64810	WORKSITE BENEFIT PLANS, INC.	PO0118519	TPA FEES 1/14	\$361.40
			<b>HEALTH FUND TOTAL</b>	<b>\$12,902.43</b>

**FUND 20 DEPT 205 - AIRPORT**

01-00455	PATHMARK TRAFFIC PRODUCTS	PO0118476	METAL	\$790.00
01-01396	VAISALA	PO0118477	AWOS MAINTENANCE 12/13	\$354.16
01-01406	GUARANTEE ABSTRACT CO.	PO0118374	PROPERTY ACQUISITION/HOLDING	\$10,315.00
01-01783	JP MORGAN CHASE	PO0118592	CHASE PAYMENT	\$174.26
01-01913	EXECUTIVE CARPET CLEANING	PO0118474	PROFESSIONAL SERVICES	\$311.15
01-02269	CEC CORPORATION	PO0114473	R-1316A ENG SERV/SOUTHGATE	\$2,600.00
01-23062	WATER ONE, INC.	PO0118471	R/O RENTAL 11/13	\$47.00
01-23076	WING AERO PRODUCTS, INC.	PO0118473	SECTIONALS/CHARTS	\$240.40
01-35300	UNIFIRST, INC.	PO0118441	WIPERS/TOWELS	\$120.25
01-55120	QUILL CORPORATION, INC.	PO0118478	LABELS	\$17.99
01-80246	ATWOODS	PO0118618	COVERALLS/M BROWN	\$94.99
01-80246	ATWOODS	PO0118618	JACKET/M BROWN	\$79.99
01-80343	FENTRESS OIL COMPANY, INC.	PO0118475	OIL	\$289.35
			<b>AIRPORT TOTAL</b>	<b>\$15,434.54</b>

**FUND 22 DEPT 225 - GOLF**

01-01338	J & P SUPPLY, INC.	PO0118463	DEODORIZER	\$17.50
01-01783	JP MORGAN CHASE	PO0118592	CHASE PAYMENT	\$943.95
01-02243	BB MACHINE & SUPPLY, INC.	PO0118410	HYDRAULIC HOSE	\$14.40
01-02446	JOHN DEERE FINANCIAL	PO0115184	GATOR LEASE 12/13	\$323.28
01-03735	PNC EQUIPMENT FINANCE	PO0114915	AERATOR LEASE 12/13	\$550.69
01-74350	NORCE	PO0118456	JANITORIAL SERVICES 11/13	\$478.80
			<b>GOLF TOTAL</b>	<b>\$2,328.62</b>

**FUND 25 DEPT 255 - PARK**

01-04149	CHANCE RIDES MANUFACTURING, INC.	PO0114874	CAROUSEL CENTER POLE REPAIR	\$10,576.88
			<b>PARK TOTAL</b>	<b>\$10,576.88</b>

**FUND 30 DEPT 305 - STREET & ALLEY**

01-00182	K & O CONSTRUCTION & SUPPLY CO.	PO0118586	R-1401A CULVERTS	\$3,231.36
01-04172	DONELSON CONSTRUCTION CO, LLC	PO0116492	R-1401B MAQS SURFACING	\$252,174.85
01-60230	RICK LORENZ CONSTRUCTION	PO0116767	R-1201A 2012 LOCAL ST PRGM	\$8,823.05
01-76250	LOGAN COUNTY ASPHALT COMPANY	PO0118191	COLD PATCH	\$9,919.06
<b>STREET &amp; ALLEY TOTAL</b>				<b>\$274,148.32</b>

**FUND 31 DEPT 230 - UTILITY BILLING**

01-00764	LOVE ENVELOPES	PO0117668	ENVELOPES (280,000)	\$4,762.80
01-00793	OKLAHOMA OFFICE SYSTEMS, INC.	PO0118387	PRINTER MAINTENANCE 12/13	\$242.34
01-01783	JP MORGAN CHASE	PO0118592	CHASE PAYMENT	\$336.65
01-02750	AQUA EXPRESS NORTH, LLC	PO0118386	V373 TRUCK WASH	\$8.00
01-04306	ST MARY'S PHYSICIANS ASSOC., LLC.	PO0118525	WC/MEDICAL	\$98.60
01-04306	ST MARY'S PHYSICIANS ASSOC., LLC.	PO0118526	WC/MEDICAL	\$98.60
01-15007	OK MUNICIPAL LEAGUE, INC.	PO0118585	2014 OMUP MEMBERSHIP	\$100.00
01-55120	QUILL CORPORATION, INC.	PO0118388	CALENDARS	\$97.13
<b>UTILITY BILLING TOTAL</b>				<b>\$5,744.12</b>

**FUND 31 DEPT 315 - E.M.A.**

01-01232	HERRING, RUSSELL	PO0118369	WC/MEDICAL	\$289.00
01-01232	HERRING, RUSSELL	PO0118436	WC/MEDICAL	\$289.00
01-01232	HERRING, RUSSELL	PO0118551	WC/MEDICAL	\$289.00
01-02891	BANK OF OKLAHOMA, N.A.	PO0118552	09 AMI DEBT SERV TRUSTEE FEE	\$500.00
01-04032	CHARTIER, NATHAN W.	PO0118549	WC/MEDICAL	\$323.00
01-04032	CHARTIER, NATHAN W.	PO0118368	WC/MEDICAL	\$323.00
<b>E.M.A. TOTAL</b>				<b>\$2,013.00</b>

**FUND 31 DEPT 760 - SOLID WASTE SERVICES**

01-00103	WARREN CAT, INC.	PO0115966	WHEEL LOADER RENTAL 10/13	\$2,491.21
01-00103	WARREN CAT, INC.	PO0118452	FILTER/OIL	\$364.05
01-00103	WARREN CAT, INC.	PO0118452	TIP/PIN/RETAINER	\$308.80
01-00146	CINTAS CORPORATION LOC. 624	PO0118396	SHOP TOWEL SERVICE 12/13	\$133.14
01-00146	CINTAS CORPORATION LOC. 624	PO0118491	SHOP TOWEL SERVICE 12/13	\$45.27
01-00146	CINTAS CORPORATION LOC. 624	PO0118619	SHOP TOWEL SERVICE 12/13	\$66.57
01-00878	BROWN'S SHOE FIT COMPANY	PO0118587	BOOTS/B TINGLER	\$125.00
01-01305	WORKERS COMPENSATION COURT	PO0118370	EW/C/FILING FEES	\$140.00
01-01783	JP MORGAN CHASE	PO0118592	CHASE PAYMENT	\$3,317.68
01-02021	B'S QUALITY DOOR, INC.	PO0118382	HINGES/LUBE	\$204.20
01-02243	BB MACHINE & SUPPLY, INC.	PO0118490	FITTINGS	\$40.83
01-02243	BB MACHINE & SUPPLY, INC.	PO0118623	V265 HOSE/GLOVES	\$94.42
01-03921	EXPRESS SCRIPTS, INC.	PO0118447	WC/MEDICAL	\$575.81
01-04116	DOWNTOWN THREADS	PO0118636	LOGO JACKETS (9)	\$710.06
01-04157	CONSOLIDATED ELECTRICAL DISTRIBUTO	PO0117520	ELECTRICAL EQUIP PLUGINS	\$3,060.59
01-04285	WALLACE, RICHARD	PO0118448	WC/MILEAGE REIMB	\$76.95
01-18116	RAMSEY'S WHAT EVER STORE	PO0118532	V226 NYLON ROPE	\$9.80
01-19004	SHERWIN-WILLIAMS CO., INC.	PO0118415	PAINT	\$146.81
01-19194	OK TAC COMMISSION	PO0118371	WC/ADMIN FUND	\$1,110.31
01-39640	RADIOLOGY ASSOC. OF ENID	PO0118446	WC/MEDICAL	\$91.72
01-40180	WAY OUT WEST	PO0118590	JEANS/E DAVIS	\$60.00
01-40180	WAY OUT WEST	PO0118590	BOOTS/E DAVIS	\$125.00
01-40180	WAY OUT WEST	PO0118590	JACKET/S SCOTT	\$85.00
01-50210	LOWE'S HOME CENTERS, INC.	PO0118397	TAPE/CABLE/SLEEVES	\$64.05
01-58740	STUART C. IRBY	PO0118620	FLOOR LAMP	\$63.00
01-61010	B-K PROPANE, INC.	PO0118420	PROPANE	\$846.69
01-61010	B-K PROPANE, INC.	PO0118534	PROPANE	\$2,587.18
01-74350	NORCE	PO0118550	JANITORIAL SERVICES 11/13	\$1,021.44
01-80246	ATWOODS	PO0118481	HOSE	\$59.99
01-80246	ATWOODS	PO0118591	COVERALLS/B TINGLER	\$69.99
<b>SOLID WASTE SERVICES TOTAL</b>				<b>\$18,095.56</b>

**FUND 31 DEPT 790 - WATER PRODUCTION**

01-00917	HD SUPPLY WATERWORKS	PO0114660	TURBO METER DROPS	\$14,500.00
01-01759	LILLIE, GARY	PO0118575	WATER ROYALTIES 6/13-12/13	\$2,208.02
01-01783	JP MORGAN CHASE	PO0118592	CHASE PAYMENT	\$185.49
01-02058	BRAINARD, DERALD	PO0118577	WATER ROYALTIES 6/13-12/13	\$6,933.58
01-02082	AT&T MOBILITY	PO0118635	MONTHLY SERVICE 11/13	\$82.49
01-02607	PATRICIA STURGEON REV. TRUST	PO0118581	WATER ROYALTIES 6/13-12/13	\$2,351.64
01-03271	CENTRAL NAT'L BANK	PO0118573	CIMMARRON TERRACE WATER	\$141,505.02
01-03591	OBERLENDER, HAL	PO0118578	WATER ROYALTIES 6/13-12/13	\$121.58
01-04260	PENNCO, INC	PO0118615	HYDROFLUOROSILICIC ACID	\$12,575.06
01-05006	ENID ELECTRIC MOTOR	PO0118568	30 HP MOTOR	\$1,845.30
01-05067	ENID GLASSWORKS, INC.	PO0118583	V303 WINDSHIELD	\$237.00
01-06001	FARMERS ELEVATOR CO.	PO0118631	PROPANE	\$1,152.18
01-15114	OK DEPT. OF ENVIRONMENTAL QUALITY	PO0118485	QUARTERLY ANALYSIS 12/13	\$106.72
01-15127	OK NATURAL GAS	PO0118617	MONTHLY SERVICE 11/13	\$57.09
01-16010	PIONEER TELEPHONE CO., INC.	PO0118484	MONTHLY SERVICE 12/13	\$182.44
01-19047	AT & T	PO0118486	MONTHLY SERVICE 11/13	\$181.28
01-30830	LOCKE SUPPLY, INC.	PO0118622	HANDLE	\$287.00
01-31350	ADVANCED FIRE EQUIPMENT	PO0118594	F/E RECHARGE	\$688.00
01-31360	TEFFT, LEROY	PO0118576	WATER ROYALTIES 6/13-12/13	\$31.41
01-31370	DOWERS, CARL MARION	PO0118580	WATER ROYALTIES 6/13-12/13	\$522.81
01-58740	STUART C. IRBY	PO0118630	POWER MONITOR	\$109.28
01-80239	BASS OCCUPTIONAL HEALTH SERVICE	PO0118443	WC/MEDICAL	\$186.05
01-80258	BRENNTAG SOUTHWEST, INC.	PO0114585	CHLORINE	\$1,541.20
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0118584	V308 BLADE	\$40.98
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0118593	ROPE	\$6.99
<b>WATER PRODUCTION TOTAL</b>				<b>\$187,638.61</b>

**FUND 31 DEPT 795 - WATER RECLAMATION SERVICES**

01-00146	CINTAS CORPORATION LOC. 624	PO0118411	SHOP TOWEL SERVICE 11/13	\$20.00
01-00146	CINTAS CORPORATION LOC. 624	PO0118424	SHOP TOWEL SERVICE 12/13	\$223.64
01-00146	CINTAS CORPORATION LOC. 624	PO0118611	SHOP TOWEL SERVICE 12/13	\$219.62
01-00878	BROWN'S SHOE FIT COMPANY	PO0118587	BOOTS/C WILLIAMS	\$125.00
01-00917	HD SUPPLY WATERWORKS	PO0118383	SPLICE KITS/CORNING GEL	\$844.00
01-01102	ATHEY LUMBER CO., INC.	PO0118613	CONCRETE SCREWS	\$13.15
01-01178	ACCURATE, INC.	PO0118507	SAMPLE ANALYSIS 12/13	\$180.00
01-01304	CK TELEPHONE & DATA SVC.	PO0118427	PHONE/DATA LICENSE 2013	\$534.66
01-01338	J & P SUPPLY, INC.	PO0118510	PLUNGER/DEGREASER	\$120.87
01-01783	JP MORGAN CHASE	PO0118592	CHASE PAYMENT	\$5,991.33
01-02515	ENID EYE OPTICAL, INC.	PO0118414	SAFETY GLASSES/M HUMPHRIES	\$97.00
01-04032	CHARTIER,NATHAN W.	PO0118435	WC/MEDICAL	\$323.00
01-04033	DOLESE BROTHERS CO., INC.	PO0118395	CRUSHER RUN	\$1,025.45
01-04033	DOLESE BROTHERS CO., INC.	PO0118429	CRUSHER RUN	\$819.66
01-04033	DOLESE BROTHERS CO., INC.	PO0118504	CRUSHER RUN	\$1,849.32
01-04033	DOLESE BROTHERS CO., INC.	PO0118523	CRUSHER RUN	\$1,494.75
01-04246	TTI ENVIRONMENTAL LABORATORIES	PO0118506	SAMPLE ANALYSIS 12/13	\$660.00
01-05012	ENID WINNELSON COMPANY, INC.	PO0118612	PVC/COUPLING	\$22.74
01-05084	EVANS ENTERPRISES	PO0118442	MOTOR REPAIR/PARTS/LABOR	\$3,737.13
01-08031	HACH COMPANY, INC.	PO0118516	BUFFER SOLUTION	\$47.10
01-12007	LUCKINBILL, INC.	PO0118422	LABOR/4TH/CHEROKEE	\$450.00
01-13017	MUNN SUPPLY, INC.	PO0118505	CYLINDER RENTAL 12/13	\$7.50
01-13017	MUNN SUPPLY, INC.	PO0118614	CYLINDER RENTAL 11/13	\$7.75
01-13089	MERRIFIELD OFFICE SUPPLY	PO0118509	LABEL/PENS	\$67.75
01-14118	NCL OF WISCONSIN	PO0118423	SAMPLE ANALYSIS 12/13	\$753.76
01-14118	NCL OF WISCONSIN	PO0118522	SAMPLE ANALYSIS 12/13	\$519.80
01-14118	NCL OF WISCONSIN	PO0118608	SAMPLE ANALYSIS 12/13	\$1,033.38
01-18116	RAMSEY'S WHAT EVER STORE	PO0118431	WASHER/STOPPER	\$4.75
01-30830	LOCKE SUPPLY, INC.	PO0118508	BUSHING/PLATE/CONNECTOR	\$9.10
01-57790	MOTION INDUSTRIES, INC.	PO0118394	CALIBRATION GAS	\$246.01
01-58740	STUART C. IRBY	PO0118620	FITTINGS	\$220.40
01-58740	STUART C. IRBY	PO0118630	SWITCH	\$290.40
01-59250	USA BLUEBOOK	PO0118392	BATTERY/PEN CARTIDGE	\$27.85
01-59250	USA BLUEBOOK	PO0118393	GLOVES/STATIC MIXER	\$1,084.15
01-59250	USA BLUEBOOK	PO0118393	BARRICADE/STATIC MIXER	\$418.78
01-70950	COPIERS PLUS, INC.	PO0118425	PRINTER MAINTENANCE 11/13	\$125.00
01-74350	NORCE	PO0118550	JANITORIAL SERVICES 11/13	\$718.20
01-78740	CONTINENTAL ANALYTICAL, INC.	PO0118426	SAMPLE ANALYSIS 11/13	\$27.30
01-80246	ATWOODS	PO0118493	TAPE/INSULATION TAPE/WRAP	\$111.42
01-80246	ATWOODS	PO0118610	JACKET/J MEIER	\$84.99
<b>WATER RECLAMATION SERVICES TOTAL</b>				<b>\$24,556.71</b>

**FUND 31 DEPT 956 - EMA EQUIP REPLACEMENT**

01-04294	COMARK DISTRIBUTING INC.	PO0118391	POWER SUPPLY	\$2,471.67
			<b>EMA EQUIP REPLACEMENT TOTAL</b>	<b>\$2,471.67</b>

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

01-01304	CK TELEPHONE & DATA SVC.	PO0118531	M-1407A TERMINATE FIBER OPTICS	\$300.00
01-02687	RETAIL ATTRACTIONS, LLC	PO0114600	ECONOMIC DEVELOPMENT SVCS 12/13	\$6,000.00
01-04274	AMERICAN DEMOLITION & SITE SERVICE	PO0117823	M-1407A DEMO/CHEROKEE STRIP	\$150,550.00
			<b>E.E.D.A. TOTAL</b>	<b>\$156,850.00</b>

**FUND 33 DEPT 335 - V.D.A.**

01-00223	COOPER, MICHAEL G.	PO0091831	CONSULTING SERVICES 12/13	\$10,000.00
			<b>V.D.A. TOTAL</b>	<b>\$10,000.00</b>

**FUND 40 DEPT 405 - CAPITAL IMPROVEMENT**

01-02482	TETRA TECH, INC.	PO0111399	R-1311A IMPROV DESIGN CLEVELAN	\$19,672.76
01-02558	MTM MIDWEST TROPHY	PO0118527	M-1206A PLAQUE/CLEVELAND	\$471.50
01-05050	ENVIROTECH	PO0114735	M-1109B INSPECTION/TESTING SVCS	\$1,700.91
01-05050	ENVIROTECH	PO0118511	M-1109B INSPECTION/TESTING SVCS	\$1,428.84
01-75990	LANDPLAN CONSULTANTS, INC.	PO0116954	M-1304B PROFESSIONAL SVCS/TRL	\$5,258.00
			<b>CAPITAL IMPROVEMENT TOTAL</b>	<b>\$28,532.01</b>

**FUND 42 DEPT 425 - SANITARY SEWER FUND**

01-01783	JP MORGAN CHASE	PO0118592	CHASE PAYMENT	\$210.79
01-03079	MCGEE FLOOR COVERING	PO0115021	S-0703E PROFESSIONAL SERVICES	\$12,402.00
01-12007	LUCKINBILL, INC.	PO0112911	S-1101A SANITARY SEWER REPAIRS	\$12,253.20
01-16087	PORTERFIELD SERVEYING	PO0115993	E-1401 PROFESSIONAL SERVICES	\$1,096.83
01-58740	STUART C. IRBY	PO0115983	S-0703E MCC SECTIONS	\$22,552.90
01-67330	HERTZ RENTAL INC	PO0118360	S-0703V EQUIPMENT RENTAL 12/13	\$2,043.61
			<b>SANITARY SEWER FUND TOTAL</b>	<b>\$50,559.33</b>

**FUND 43 DEPT 435 - STORMWATER FUND**

01-03107	CHEM-CAN SERVICES, INC.	PO0118556	F-1116A SERVICE INTERVAL	\$60.00
01-03107	CHEM-CAN SERVICES, INC.	PO0118557	F-1116A PORTABLE TOILET RENTAL	\$72.60
01-05050	ENVIROTECH	PO0117510	F-1307B PROFESSIONAL SVCS	\$7,600.00
01-05070	ENID MACK SALES, INC.	PO0114226	DUMP TRUCK	\$169,152.00
01-12007	LUCKINBILL, INC.	PO0117170	STORMWATER LINE REPAIR	\$35,100.00
			<b>STORMWATER FUND TOTAL</b>	<b>\$211,984.60</b>

**FUND 44 DEPT 445 - WATER CAP. IMPROVEMENT FUND**

01-01783	JP MORGAN CHASE	PO0118592	CHASE PAYMENT	\$1,272.97
01-02705	GOINS ENTERPRISES, INC.	PO0118104	W-1407A WATERLINE MAINT PRGM	\$34,517.90
01-03707	DOERNER, SAUNDERS, DANIEL & ANDERS	PO0118380	W-1304A PROFESSIONAL LEGAL SVCS	\$3,684.24
01-03707	DOERNER, SAUNDERS, DANIEL & ANDERS	PO0118381	W-1304A PROFESSIONAL LEGAL SVCS	\$6,556.00
01-03760	GARVER, LLC	PO0107892	W-0820B PROFESSIONAL SERVICES	\$9,683.53
01-04038	OK DEPT OF ENVIRONMENTAL QUALITY	PO0118365	W-1107A PERMIT APPLICATION	\$590.00
			<b>WATER CAP. IMPROVEMENT FUND TOTAL</b>	<b>\$56,304.64</b>

**FUND 50 DEPT 505 - 911**

01-01783	JP MORGAN CHASE	PO0118592	CHASE PAYMENT	\$49.15
			<b>911 TOTAL</b>	<b>\$49.15</b>

**FUND 51 DEPT 515 - POLICE**

01-01338	J & P SUPPLY, INC.	PO0118601	TOWELS/CLEANER	\$228.24
01-01472	STAPLES ADVANTAGE	PO0118376	CARTRIDGE	\$104.97
01-01783	JP MORGAN CHASE	PO0118592	CHASE PAYMENT	\$1,340.01
01-02750	AQUA EXPRESS NORTH, LLC	PO0118602	CAR WASHES (37)	\$148.00
01-03053	NORTHWEST SHREDDERS, LLC	PO0118518	SECURITY CONSOLE 12/13	\$100.00
01-03878	MORRISON SUPPLY COMPANY	PO0118603	POLY WHEELS/FREIGHT	\$326.78
01-03921	EXPRESS SCRIPTS, INC.	PO0118447	WC/MEDICAL	\$53.17
01-04157	CONSOLIDATED ELECTRICAL DISTRIBUTO	PO0118607	LAMPS	\$278.00
01-04215	WILSON, JASON	PO0118625	WC/TRAVEL REIMB	\$38.30
01-13033	MOTO-PHOTO	PO0118604	PRINTS/FRAMES	\$395.40
01-15132	O'REILLY AUTO PARTS, INC.	PO0118588	SILICOME SPRAY	\$12.47
01-16004	PDQ PRINTING	PO0118600	CALL CARDS	\$90.00
01-20108	TOTAL COM, INC.	PO0118385	TERMINATION PANEL	\$337.50
01-30420	OLSON ANIMAL HOSPITAL, INC.	PO0118595	REIMB/VACCINES	\$60.00
01-50210	LOWE'S HOME CENTERS, INC.	PO0118589	POWER CORD/SHELVING	\$91.73
01-53300	ANIMAL CARE OF ENID, INC.	PO0118598	REIMB/VACCINES	\$375.00
01-55120	QUILL CORPORATION, INC.	PO0118388	CALENDARS	\$355.79
01-60230	RICK LORENZ CONSTRUCTION	PO0116221	R-1201A 2012 STREET PROGRAM	\$17,348.44
01-65460	ACTSHON PEST CONTROL	PO0118599	EXTERMINATING SERVICE 12/13	\$40.00
01-70950	COPIERS PLUS, INC.	PO0118605	COPIER USAGE 12/13	\$234.26
01-79290	SIGN SHACK THE	PO0118606	V2149 GRAPHICS	\$120.00
01-80177	ALVARADO'S QUALITY MOWING	PO0118629	TREE REMOVAL	\$700.00
			<b>POLICE TOTAL</b>	<b>\$22,778.06</b>

**FUND 52 DEPT 525 - C.I.C.**

01-01783	JP MORGAN CHASE	PO0118592	CHASE PAYMENT	\$169.98
			<b>C.I.C. TOTAL</b>	<b>\$169.98</b>

**FUND 60 DEPT 605 - CONFERENCE CENTER**

01-15127	OK NATURAL GAS	PO0118562	MONTHLY SERVICE 11/13	\$2,378.83
01-58740	STUART C. IRBY	PO0118630	UTILITY BOX/PANEL/PLUG	\$208.88
01-80045	CHISHOLM TRAIL EXPO CENTER	PO0118524	HOTEL TAX 11/13	\$68,868.53
01-80310	SOFTWARE HOUSE INTERNATIONAL, INC.	PO0118529	SOFTWARE AGREEMENT 2013	\$23.00
			<b>CONFERENCE CENTER TOTAL</b>	<b>\$71,479.24</b>

**FUND 65 DEPT 655 - FIRE**

01-01476	NORTHERN SAFETY CO., INC.	PO0118627	SENSOR MODULE/GAS MONITOR	\$381.08
01-01783	JP MORGAN CHASE	PO0118592	CHASE PAYMENT	\$3,451.49
01-03897	MORGAN, NANCY	PO0118433	WC/MEDICAL	\$505.28
01-03897	MORGAN, NANCY	PO0118547	WC/MEDICAL	\$505.28
01-03897	MORGAN, NANCY	PO0118626	WC/MILEAGE	\$97.45
01-03897	MORGAN, NANCY	PO0118366	WC/MEDICAL	\$505.28
01-03921	EXPRESS SCRIPTS, INC.	PO0118447	WC/MEDICAL	\$31.98
01-15040	OK STATE FIREFIGHTERS ASSOC.	PO0118628	MEMBERSHIP DUES (81)	\$4,536.00
01-55120	QUILL CORPORATION, INC.	PO0118388	CALENDARS	\$49.47
01-80239	BASS OCCUPTIONAL HEALTH SERVICE	PO0118443	WC/MEDICAL	\$220.69
			<b>FIRE TOTAL</b>	<b>\$10,284.00</b>

**FUND 82 DEPT 825 - CLEET**

01-02587	OK BUREAU OF NARCOTICS	PO0118439	MONTHLY REIMB 11/13	\$14.00
01-03274	CLEET	PO0118437	MONTHLY REIMB 11/13	\$6,307.72
01-55470	OK STATE BUREAU INVESTIGATION	PO0118438	MONTHLY REIMB AFIS 11/13	\$3,478.43



01-55470 OK STATE BUREAU INVESTIGATION

PO0118438 MONTHLY REIMB FORENSIC 11/13

\$3,674.84

**CLEET TOTAL**

**\$13,474.99**

**FUND 99 DEPT 995 - EPTA**

01-00793	OKLAHOMA OFFICE SYSTEMS, INC.	PO0118462	COPIER MAINTENANCE 12/13	\$55.00
01-01163	ADVANCED WATER SOLUTIONS	PO0118465	WATER COOLER RENTAL 12/13	\$24.00
01-01783	JP MORGAN CHASE	PO0118592	CHASE PAYMENT	\$287.85
01-02594	PIONEER TELEPHONE-MAINE	PO0118455	MONTHLY SERVICE 12/13	\$20.15
01-03921	EXPRESS SCRIPTS, INC.	PO0118447	WC/MEDICAL	\$20.70
01-04116	DOWNTOWN THREADS	PO0118467	LOGO SHIRTS (6)	\$226.61
01-05134	ENID NEWS & EAGLE	PO0118632	ADVERTISING	\$308.04
01-15127	OK NATURAL GAS	PO0118469	MONTHLY SERVICE 12/13	\$193.12
01-16004	PDQ PRINTING	PO0118470	COUPONS/LETTERHEADS (3000)	\$295.00
01-19047	AT & T	PO0118453	MONTHLY SERVICE 12/13	\$474.17
01-47300	OK TURNPIKE AUTHORITY	PO0118454	TOLL	\$1.55
01-50710	OK MUNICIPAL ASSURANCE GROUP	PO0118538	3RD QTR VEHICLE INS12/13	\$4,931.02
01-55120	QUILL CORPORATION, INC.	PO0118388	CALENDARS	\$21.56
01-65460	ACTSHON PEST CONTROL	PO0118451	PEST CONTROL 12/13	\$90.00
<b>EPTA TOTAL</b>				<b>\$6,948.77</b>

**FUND 70 DEPT 705 - CDBG**

70-39440	SHOPPER'S EDGE, INC.	PO0118375	B-12 (379) ADMIN	\$141.60
70-55120	QUILL CORPORATION, INC.	PO0118570	B-12 (379) PLANNER	\$19.79
<b>CDBG TOTAL</b>				<b>\$161.39</b>

**COMBINED BREAKDOWN OF TOTALS**

<b>EMA</b>	<b>\$240,519.67</b>
<b>EEDA</b>	<b>\$156,850.00</b>
<b>REMAINING FUNDS</b>	<b>1,397,129.00</b>
<b>TOTAL CLAIMS</b>	<b>\$1,794,498.67</b>