



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

BOARD OF COMMISSIONERS

NOTICE OF SPECIAL 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 special session at 6:30 p.m. on the 4th day of August, 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 SPECIAL MEETING

1. CALL TO ORDER/ROLL CALL.
2. INVOCATION.
3. FLAG SALUTE.
4. CONSIDER APPROVAL OF MINUTES OF THE MEETING OF JULY 15, 2014.
5. AWARDS, PRESENTATIONS, AND ORGANIZATIONAL BUSINESS.
 - 5.1 PRESENT PET AVAILABLE FOR ADOPTION AT THE CITY ANIMAL SHELTER.
 - 5.2 PROCLAMATION.
 - 5.3 VANCE AIR FORCE BASE UPDATE; MIKE COOPER, MILITARY LIAISON.

6. HEARINGS.

6.1 NONE.

7. COMMUNITY DEVELOPMENT.

7.1 NONE.

8. ADMINISTRATION.

8.1 CONSIDER A RESOLUTION AMENDING THE 2014-2015 BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$9,997,453.11 TO INCREASE THE 2014-2015 APPROPRIATED AMOUNTS FOR PRIOR YEAR ENCUMBRANCES OUTSTANDING AS OF JUNE 30, 2014, FOR THE CITY OF ENID, OKLAHOMA.

BACKGROUND: This is a companion to items 12.3 and 15.1, and is considered every year for approval. The City of Enid encumbered \$9,997,453.11 as of June 30, 2014. These encumbrances were accounted for in fiscal year 2013-2014 but were not completed by June 30, 2014. These items were previously approved by the commission. This amount is lower than the previous year as many large capital projects have been completed or are nearing completion.

The money reserved for the encumbrances is still included in the fund balances of the respective funds and available for appropriation. The budget for fiscal year 2014-2015 does not include these encumbrances from the prior fiscal year, but only the budgeted expenditures for the new fiscal year. Therefore the rollover encumbrances as of June 30, 2014, must be appropriated according to the attached resolution.

The majority of the prior year encumbrances are for capital items in the General, Street and Alley, Capital Improvement, Street Improvement, Sanitary Sewer, Stormwater, and Water Capital Improvement funds. The attached listing of the prior year encumbrances is summarized by fund with detail.

BUDGETED ITEM: No. This is the budget amendment to increase funding for prior year encumbrances.

FUNDING SOURCE: Applicable funds.

ATTACHMENTS: Resolution and Encumbrance List.

RECOMMENDATION: Approve Resolution.

PRESENTER: Jerald Gilbert, Chief Financial Officer.

- 8.2 APPROVE AMENDMENT 4 TO THE OWNER-ENGINEER AGREEMENT DATED APRIL 16, 2013 (CITY OF ENID-COBB ENGINEERING) FOR ENGINEERING WORK IN SUPPORT OF ENID WOODRING REGIONAL AIRPORT'S RUNWAY (RWY) 17/35 EXTENSION TO THE SOUTH.

BACKGROUND: As a result of extending RWY 17/35 to the south, the instrument approaches will need to be re-designed. FAA requires an updated obstruction survey be conducted as the current survey is greater than five years old. Additionally, we had not anticipated the need to upgrade the localizer antenna and therefore had not conducted a field survey for its replacement/relocation. This amendment supports both of those actions. Total fee for this amendment is \$72,830.00, of which 90% (\$65,547.00) will be covered by an FAA grant.

BUDGETED ITEM: Yes.

FUNDING SOURCE: FAA Grant and Airport Fund.

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

RECOMMENDATION: Approve and authorize Mayor to sign Amendment 4.

PRESENTER: Dan Ohnesorge, Airport Director.

- 8.3 CONSIDER A RESOLUTION AMENDING THE 2014-2015 CAPITAL IMPROVEMENT FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$68,861.00 TO INCREASE THE 2014-2015 APPROPRIATED AMOUNTS FOR THE CAPITAL IMPROVEMENT DEPARTMENT.

BACKGROUND: This is a companion to items 8.4 and 12.4. The Commission previously approved proceeding with the condemnation of certain properties such as 25 Woodlands Drive between Cleveland Street and Oakwood Road along Willow Road to allow for the planned widening of the street. The three court appointed appraisers have completed their duties and have reported a total just compensation for the taking of this property of \$68,861.00 and the City must deposit this amount with the Garfield County Court Clerk to finalize the condemnation proceeding. The funds will be transferred from the Enid Municipal Authority fund to the Capital Improvement Fund fund using monies from the 1% sales tax account and paid out of CIF.

BUDGETED ITEM: No. This appropriates funds in the Capital Improvement Fund.

FUNDING SOURCE: Capital Improvement Fund.

ATTACHMENTS: Resolution.

RECOMMENDATION: Approve Resolution.

PRESENTER: Jerald Gilbert, Chief Financial Officer.

8.4 CONSIDER PAYMENT OF THE JUST COMPENSATION AMOUNT OF \$68,861.00, DETERMINED BY THE DISTRICT COURT OF GARFIELD COUNTY, FOR TAKING A PORTION OF THE PROPERTY LOCATED AT 25 WOODLANDS DRIVE FOR THE PUBLIC PURPOSE OF EXPANDING THE STREET AND RELOCATING UTILITIES FOR THE WILLOW ROAD PROJECT R-0303D FROM THE CAPITAL IMPROVEMENT FUND.

BACKGROUND: This is a companion to items 8.3 and 12.4

BUDGETED ITEM: Yes, appropriated above.

FUNDING SOURCE: Capital Improvement Fund.

ATTACHMENTS: None.

RECOMMENDATION: Approve Payment.

PRESENTER: Jerald Gilbert, Chief Financial Officer.

8.5 CONSIDER A RESOLUTION SUPPORTING MAIN STREET ENID'S PARTICIPATION IN THE 2014-2015 OKLAHOMA MAIN STREET PROGRAM.

BACKGROUND: This resolution shows the City of Enid's support of Main Street Enid's participation in the 2014-2015 Oklahoma Main Street Program.

BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Resolution.

RECOMMENDATION: Approve Resolution.

PRESENTER: Andrea L. Chism, City Attorney.

- 8.6 AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 2, ENTITLED "FINANCE AND TAXATION," CHAPTER 6, ENTITLED "FEE SCHEDULE," ARTICLE E, ENTITLED "UTILITIES FEES AND CHARGES," AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 2, ENTITLED "FINANCE AND TAXATION," CHAPTER 6, ENTITLED "FEE SCHEDULE," ARTICLE E, ENTITLED "UTILITIES FEES AND CHARGES," SECTION 2-6E-3 TO ALLOW FOR MONTHLY RENTAL OF FIRE HYDRANT METERS AND SETTING A FEE THEREFORE; AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 2, ENTITLED "FINANCE AND TAXATION," CHAPTER 6, ENTITLED "FEE SCHEDULE," ARTICLE E, ENTITLED "UTILITIES FEES AND CHARGES," SECTION 2-6E-5 TO ADJUST WATER RATES TO THE CURRENT RATE, PROVIDE FOR AN ANNUAL INCREASE IN RATES, TO DECREASE THE WATER RATES FOR USERS OUTSIDE OF CITY LIMITS, TO MERGE THE INDUSTRIAL AND INSTITUTIONAL USER CATEGORIES INTO THE COMMERCIAL CATEGORY; AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 2, ENTITLED "FINANCE AND TAXATION," CHAPTER 6, ENTITLED "FEE SCHEDULE," ARTICLE E, ENTITLED "UTILITIES FEES AND CHARGES," SECTION 2-6E-6 TO ADJUST SEWER CHARGES TO CURRENT RATES; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.

BACKGROUND: These utility ordinance changes were reviewed by the Commission at the July 15, 2014, Study Session. Two versions of this ordinance have been drafted. Version 1 eliminates the multi-unit rates and adds a schedule of base rates determined by meter size. Version 2 keeps multi-unit rates and does not provide for base rates to be determined by meter sizes. The effective date is specified as September 15, 2014.

To prevent conflicting laws, It is anticipated that a motion, second and vote on Version 1 will be taken, and then, if Version 1 is not passed, a motion, second and vote may be taken on Version 2.

BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Ordinance.

RECOMMENDATION: Approve and execute Ordinance.

PRESENTER: Scott Morris, Utility Services Director.

- 8.7 AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 8, ENTITLED "UTILITIES," CHAPTER 2, ENTITLED "WATER SYSTEM," SECTION 8-2-15 TO UPDATE CHARGES TO CURRENT RATES; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.

BACKGROUND: This ordinance updates the rate charts in the Code to reflect current rates. The effective date is specified as September 15, 2014.

BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

ATTACHMENTS: Ordinance.

RECOMMENDATION: Approve and execute Ordinance.

PRESENTER: Scott Morris, Utility Services Director.

9. CONSENT.

- 9.1 CONSIDER AUTHORIZING THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS, AFTER REVIEW BY THE CITY ATTORNEY, FOR A CONTRACT AWARDED JUNE 3, 2014, TO DENSE MECHANICAL CONTRACTORS CONSTRUCTION COMPANY, ENID, OKLAHOMA, FOR THE REPLACEMENT OF 12 TRANE HVAC UNITS AT THE ENID POLICE DEPARTMENT, PROJECT NO. M-1412-A.

BACKGROUND: Dense Mechanical Contractors Construction Company was awarded a contract for the project on June 3, 2014 in the amount of \$81,830.00 to replace 12 Trane HVAC units on the roof of the Enid Police Department. These units will be compatible with the current control system.

The contract was reviewed by the City Attorney and is recommended for execution by the Mayor.

BUDGETED ITEM: Yes.

FUNDING SOURCE: Enid Police Department.

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

RECOMMENDATION: Authorize the Mayor to execute all contract documents, after review by the city attorney, for a contract awarded to Dense Mechanical in the amount of \$81,820.00.

PRESENTER: Lucky Airehrour, Project Engineer.

- 9.2 **CONSIDER CHANGE ORDER NO. 2 WITH CUMMINS CONSTRUCTION COMPANY, ENID, OKLAHOMA, FOR THE 2014 STREET RESURFACING PROGRAM, PROJECT NO. R-1402A.**

BACKGROUND: This project provides asphalt resurfacing of City of Enid streets. The project this year includes portions of East Broadway Avenue, East Oxford Avenue, North Van Buren Street, and North Washington Street.

Change Order No. 2 will add striping and signs necessary to provide for shared bike lanes on Broadway Avenue from the Union Pacific Railroad Tracks to 16th Street and will increase the contract in the amount of \$34,965.30 for a final contract amount of \$1,698,427.55.

BUDGETED ITEM: Yes.

FUNDING SOURCE: Street Improvement Fund.

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

RECOMMENDATION: Approve Change Order No. 2 with Cummins Construction Company.

PRESENTER: Jomara Ortiz, Project Engineer.

- 9.3 **APPROVE CHANGE ORDER NO. 1 WITH BUDGET PLUMBING AND CONSTRUCTION, LLC, ENID, OKLAHOMA, FOR 2014 MANHOLE RING AND LID REPLACEMENT PROJECT, PROJECT NO. S-1402D.**

BACKGROUND: This project provides for the replacement and adjustment of existing sanitary sewer manhole rings and lids on City of Enid paved areas.

This change order will provide for additional traffic control near the intersection of Cleveland Street and Chestnut Avenue that is required to repair a high priority manhole with significant damage.

Change Order No. 1 will add \$2,000.00 to the existing contract for a revised total amount of \$39,300.00.

BUDGETED ITEM: Yes.

FUNDING SOURCE: Sanitary Sewer.

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

RECOMMENDATION: Approve Change Order No. 1 with Budget Plumbing & Construction LLC.

PRESENTER: Lucky Airehrour, Project Engineer.

9.4 ACCEPT THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) CONSTRUCTION PERMIT FOR THE SANITARY SEWER EXTENSION TO SERVE LA QUINTA INN AND SUITES, PROJECT NO. S-1417A.

BACKGROUND: ODEQ approved a permit to construct 208 linear feet of eight-inch PVC sanitary sewer line to serve La Quinta Inn and Suites located in the Southeast Quarter, Section 10, Township 22 North, Range 7 West, Garfield County, Oklahoma located at 4914 W. Owen K Garriott Road.

Upon acceptance of Permit No. SL000024140467 by the Commission, it will be recorded as permanent record.

BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

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

RECOMMENDATION: Accept ODEQ Permit.

PRESENTER: Christopher Gdanski, Director of Engineering Services.

9.5 APPROVE AN AGREEMENT WITH UNITE PRIVATE NETWORKS, LLC, LIBERTY, MISSOURI, TO LAY AND MAINTAIN A FIBER OPTIC CABLE SYSTEM WITHIN THE CITY OF ENID RIGHT-OF-WAY FOR THE BENEFIT OF THE ENID PUBLIC SCHOOLS.

BACKGROUND: Unite Private Networks, LLC has made an application to lay and maintain a fiber optic cable system within City owned right-of-way. The majority of the system will be aerial lines under agreement between Unite Private Network and OG&E. This project will connect all of the Enid Public School, District 57 facilities.

The application provides for directional boring up to 25th Street crossing. In compliance with City Ordinance, 7-1-5, "Installation of Utility Lines in Public Streets" prior Commission approval is required.

Upon approval of the agreement the contractor will be issued a construction permit.

BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

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

RECOMMENDATION: Approve Agreement.

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

9.6 APPROVE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH THE PACE GROUP, TUPELO, MISSISSIPPI TO ASSIST IN THE HIRING OF A NEW CITY MANAGER.

BACKGROUND: Requests for Proposals (RFPs) for Executive Search Services were transmitted in April of 2014, to four recruitment firms to assist the City Commission in hiring a new City Manager. All firms responded. The PACE Group and Strategic Government Resources were selected to make presentations to the City Commission regarding their recruitment strategies. On June 3, 2014, the Board of Commissioners selected The PACE Group to assist the Commission in hiring a new City Manager. This agreement outlines the duties and responsibilities of both parties.

BUDGETED ITEM: Yes.

FUNDING SOURCE: General Fund.

ATTACHMENTS: Professional Services Agreement.

RECOMMENDATION: Approve and execute agreement.

PRESENTER: Andrea L. Chism, City Attorney.

9.7 APPROVE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH MR. MIKE COOPER FOR MILITARY LIAISON CONSULTING SERVICES.

BACKGROUND: During budget hearings, the City Commission discussed Vance Development Authority's recommendation regarding the services of and contract for Mr. Mike Cooper. On June 3, 2014, The Board of Commissioners approved a transfer from the General Fund to the Vance Development Authority to continue Mr. Cooper's services at the current rate of \$10,000 per month for fiscal year 2015. This agreement outlines the duties and responsibilities of both parties.

BUDGETED ITEM: Yes.

FUNDING SOURCE: General Fund.

ATTACHMENTS: Professional Services Agreement.

RECOMMENDATION: Approve and execute agreement.

PRESENTER: Andrea L. Chism, City Attorney.

9.8 CONSIDERATION AND DENIAL OF TORT CLAIMS OF PATRICIA STEVENSON AND DEAN BARTH.

BACKGROUND: On June 30, 2014, Patricia Stevenson submitted a tort claim for personal injury for an unspecified amount. The claim alleged that she was hit in the head by a sign on the corner of Broadway and Independence Street. The sign was a spring sign, designed to sway, rather than blow over, in wind. It was being used by a contractor working downtown. The City Attorney investigated and found that the City was not liable as alleged because the City neither placed nor authorized the placement of the sign. The City Attorney finds no negligence on the City's part regarding this claim and recommends that the City deny the tort claim.

On July 2, 2014, Dean Barth submitted a tort claim for loss of personal property in the amount of \$20,000.00. The claim alleged that after an arrest in 2011, a ring belonging to the claimant was placed in evidence and subsequently lost by the Enid Police Department. In April of 2013, the claimant received a post card from the Enid Police Department which gave the claimant 10 days to pick up the ring. In September of 2013, long past the 10 day deadline, Mr. Barth attempted to claim the ring. The City Attorney investigated and learned that the involved members of the Police Department believe that the ring was destroyed along with other evidence in the cases against Mr. Barth. The City Attorney found that the City was not liable as alleged because the Enid

Police Department had statutory authority to destroy or otherwise dispose of the ring 90 days after the disposition of charges for which Mr. Barth had been arrested and because Mr. Barth failed to claim the ring within the designated time.

BUDGETED ITEM: Not applicable.

FUNDING SOURCE: Not applicable.

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

RECOMMENDATION: Deny tort claims.

PRESENTER: Andrea L. Chism, City Attorney.

9.9 APPROVE CHANGE ORDER NO. 2 AND ACCEPT PROJECT WITH GAMETIME, FORT PAYNE, ALABAMA, FOR THE CHAMPLIN PARK PLAYGROUND EQUIPMENT, PROJECT P-1303A.

BACKGROUND: On March 19, 2013, the City Commission awarded a contract for the construction of playground equipment at Champlin Park to Gametime in the amount of \$190,447.25. This project received \$140,000.00 in private donations, and \$50,447.25 was funded from the Park and Capital Improvement funds. Change Order No. 1 added a Synthetic Turf Berm for \$6,523.00 to act as the central raised area, allowing users to view three surrounding play areas at one time. It also added a matching identification sign, support post, and trim for \$3,471.15. Change Order No. 2 deducts \$7,155.72 due to cost savings achieved. The total contract amount is \$193,285.68.

BUDGETED ITEM: Yes.

FUNDING SOURCE: Capital Improvement and Park Fund.

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

RECOMMENDATION: Approve Change Order No. 2 in the deduct amount of \$7,155.72.

PRESENTER: Robinson Camp, Deputy Director, Public Works.

9.10 APPROVAL OF CLAIMS IN THE AMOUNT OF \$2,414,116.82.

ATTACHMENTS: List of claims.

- 10. RECESS TO CONVENE AS THE ENID MUNICIPAL AUTHORITY.
- 11. TRUSTEES OF THE ENID MUNICIPAL AUTHORITY SPECIAL MEETING.
- 12. ENID MUNICIPAL AUTHORITY SPECIAL MEETING.
 - 12.1 CONSIDER A LEASE AGREEMENT FOR 160 ACRES OF WATER RIGHTS FROM JUSTIN ALLEN DEHAAS, AMES, OKLAHOMA, PROJECT NO. W-1304A.

BACKGROUND: Acquiring additional water is essential to support the increasing demand as the City of Enid develops. As part of the water rights acquisition project, two test wells were drilled on Mr. DeHaas’s property and one site was identified for placement of a production well.

This lease is for 160 acres located on the north boundary of the Ames and Drummond well field, specifically Northwest Quarter of Section 15; Township 21 North, Range 9 West.

The lease terms are \$0.40 per 1000 gallons, a minimum annual production of 1/8 acre-feet, and an initial lease payment of \$16,000.00. The primary term of the lease is 20 years and the lease will remain in effect as long as the water is produced.

BUDGETED ITEM: Yes.

FUNDING SOURCE: Water Capital Improvement Fund.

ATTACHMENTS: None. Lease agreement is on file in the Office of the City Clerk.

RECOMMENDATION: Approve lease agreement.

PRESENTER: Murali Katta, P.E., Project Engineer.

- 12.2 CONSIDER A LEASE AGREEMENT FOR 240 ACRES OF WATER RIGHTS FROM DARYL DEHAAS, AMES, OKLAHOMA, PROJECT NO. W-1304A.

BACKGROUND: Acquiring additional water is essential to support the increasing demand as the City of Enid develops. As part of the water rights acquisition project, two test wells were drilled on Mr. DeHaas’s property and two sites was identified for placement of production well.

This lease is for 240 acres located on the north boundary of the Ames and Drummond, Oklahoma, well field, specifically Southeast Quarter (SE/4) of Section 16; and North Half (N/2) of Northwest Quarter (NW/4)

of section 3 all in Township 21 North, Range 9 West, Major County, Oklahoma.

The lease terms are \$0.40 per 1000 gallons, a minimum annual production of 1/8 acre-feet, and an initial lease payment of \$24,000.00. The primary term of the lease is 20 years and the lease will remain in effect as long as the water is produced.

BUDGETED ITEM: Yes.

FUNDING SOURCE: Water Capital Improvement Fund.

ATTACHMENTS: None. Lease agreement is on file in the Office of the City Clerk.

RECOMMENDATION: Approve lease agreement.

PRESENTER: Murali Katta, P.E., Project Engineer.

- 12.3 CONSIDER A RESOLUTION INCREASING THE 2014-2015 FISCAL FINANCIAL PLAN FOR THE ENID MUNICIPAL AUTHORITY IN THE AMOUNT OF \$115,043.95 FOR PRIOR YEAR ENCUMBRANCES OUTSTANDING AS OF JUNE 30, 2014.

BACKGROUND: This is a companion to items 8.1 and 15.1. The Enid Municipal Authority had \$115,043.95 in encumbered amounts as of June 30, 2014. The fiscal financial plan for fiscal year 2014-2015 does not include these encumbrances from the prior fiscal year. These encumbrances were accounted for in fiscal year 2013-2014 but were not completed by June 30, 2014. These prior year encumbrances will be paid from current fiscal year 2014-2015 funds. The funds are available in the EMA fund balance. The funds will be increased according to the attached resolution.

BUDGETED ITEM: No. This is the budget amendment to increase funding.

FUNDING SOURCE: Enid Municipal Authority.

ATTACHMENTS: Resolution and Encumbrance List.

PRESENTER: Jerald Gilbert, Chief Financial Officer.

- 12.4 CONSIDER A RESOLUTION INCREASING THE 2014-2015 FISCAL FINANCIAL PLAN FOR THE ENID MUNICIPAL AUTHORITY IN THE AMOUNT OF \$68,861.00.

BACKGROUND: This is a companion to items 8.3 and 8.4.

BUDGETED ITEM: No. This item increases the EMA fiscal financial plan.

FUNDING SOURCE: 1% Sales Tax.

ATTACHMENTS: Resolution.

RECOMMENDATION: Approve Resolution.

PRESENTER: Jerald Gilbert, Chief Financial Officer.

12.5 AWARD A BLANKET PURCHASE ORDER FOR THE PURCHASE OF CHLORINE GAS FOR WATER TREATMENT FOR THE PERIOD FROM JULY 1, 2014 TO JUNE 30, 2015.

BACKGROUND: The water production department requires approximately 40 one ton chlorine gas cylinders annually for water treatment. The City is only aware of one vendor who provides chlorine gas in one ton cylinders for use in our water treatment plants. This vendor is Brenntag Southwest, Inc, who is also a state contract vendor. A one ton chlorine gas cylinder costs approximately \$1,550.00 per cylinder. Based on the annual needs of 40 times \$1,550.00, an approximate amount of \$62,000.00 is needed.

BUDGETED ITEM: Yes.

FUNDING SOURCE: Enid Municipal Authority.

ATTACHMENTS: None.

RECOMMENDATION: Award a blanket purchase order for \$62,000.00 to Brenntag Southwest, Inc. for the period from July 1, 2014 to June 30, 2015.

PRESENTER: Jerald Gilbert, Chief Financial Officer.

12.6 APPROVAL OF CLAIMS IN THE AMOUNT OF \$295,745.78.

ATTACHMENTS: List of claims.

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

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

15. ENID ECONOMIC DEVELOPMENT AUTHORITY SPECIAL MEETING.

15.1 CONSIDER A RESOLUTION INCREASING THE 2014-2015 FISCAL FINANCIAL PLAN FOR THE ENID ECONOMIC DEVELOPMENT AUTHORITY IN THE AMOUNT OF \$28,502.00 FOR PRIOR YEAR ENCUMBRANCES OUTSTANDING AS OF JUNE 30, 2014.

BACKGROUND: This is a companion to items 8.1 and 12.3. The Enid Economic Development Authority had \$28,502.00 in encumbered amounts as of June 30, 2014. The fiscal financial plan for fiscal year 2014-2015 does not include these encumbrances from the prior fiscal year. These prior year encumbrances will be paid from current fiscal year 2014-2015 funds. These prior encumbrances were for various purchases not completed as of June 30, 2014. The funds will be increased according to the attached resolution.

BUDGETED ITEM: No. This is the budget amendment to increase funding.

FUNDING SOURCE: Enid Economic Development Authority.

ATTACHMENTS: Resolution and Encumbrance List.

PRESENTER: Jerald Gilbert, Chief Financial Officer.

15.2 APPROVAL OF CLAIMS IN THE AMOUNT OF \$166,866.62

ATTACHMENTS: List of claims.

16. ADJOURN TO RECONVENE AS THE ENID CITY COMMISSION.

17. PUBLIC DISCUSSION.

18. CONSIDER CONVENING INTO EXECUTIVE SESSION TO DISCUSS CITY OF ENID V. DAVIS, ET AL. AND CITY OF ENID V. DEAN E. BOMHOLT, ET AL., TO DISCUSS THE PURCHASE OF REAL PROPERTY AND ECONOMIC DEVELOPMENT, AND TO RECONVENE INTO REGULAR SESSION TO TAKE ANY NECESSARY ACTION.

BACKGROUND: The City Attorney recommends the Mayor and Board of Commissioners go into Executive Session pursuant to 25 Oklahoma Statute §307(B)(4), to conduct “[c]onfidential communications between a public body and its attorney concerning a pending investigation, claim, or action” because the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct litigation; and pursuant to 25 Oklahoma Statute §307(B)(3), to discuss “the purchase or appraisal of real property” and 25 Oklahoma Statute §307(C)(10), to confer “on matters pertaining to economic development, including the

transfer of property, financing, or the creation of a proposal to entice a business to remain or to locate..." within Enid because public disclosure of the matter to be discussed would violate the confidentiality of the business.

Upon conclusion of the Executive Session, the Commission will reconvene into Regular Session to take any necessary action.

19. ADJOURN.

MINUTES OF REGULAR MEETING OF
MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA,
TRUSTEES OF THE ENID MUNICIPAL AUTHORITY, A PUBLIC TRUST, AND
TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY, A PUBLIC TRUST
HELD ON THE 15TH DAY OF JULY 2014

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 15th day of July 2014, pursuant to notice given by December 15, 2013 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 14th day of July 2014. (It was noted that the meeting was called to order at 6:55 P.M., immediately following the conclusion of the regular Study Session.)

-MAYOR AND BOARD OF COMMISSIONERS-

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

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

ABSENT: Commissioner Stuber.

Staff present were City Manager Eric Benson, City Attorney Andrea Chism, City Clerk Linda Parks, Director of Engineering Services Chris Gdanski, Chief Financial Officer Jerald Gilbert, Planning Administrator Chris Bauer, Director of Marketing and Public Relations Steve Kime, Human Resources Director Sonya Key, Airport Director Dan Ohnesorge, and Ex-Officio Member Col. Clark Quinn.

Chaplin Don Ailsworth from Integris Bass Baptist Health Center gave the Invocation, and Mr. Chris Bauer led the Flag Salute.

Motion was made by Commissioner Janzen and seconded by Commissioner Timm to approve the minutes of the special Commission meeting of July 1, 2014, and the vote was as follows:

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

NAY: None.

Mr. David Handley presented “Clyde,” a three-month old male puppy, available for adoption at the Enid Animal Shelter.

Motion was made by Commissioner Vanhooser and seconded by Commissioner Ezzell to approve the renewal of auditing professional services with the firm of Cole & Reed, P.C., Edmond, Oklahoma, to conduct the 2013-2014 Audit and complete the Independent Auditor’s Report on the Financial Statements of the City of Enid and its related authorities; conduct the A-133 Federal Grant Audit; perform Oklahoma Department of Environmental Quality agreed-upon procedures related to the closure and post-closure costs associated with the City’s Municipal Landfill; complete the State Auditor and Inspector Form 2643 Report; examine the Statement of Vehicle Revenue Mileage of the Enid Public Transportation Authority; and conduct the Enid Event Center and Convention Hall Audit, no later than December 31, 2014, in the amount of \$83,500.00 plus expenses, and the vote was as follows:

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

NAY: None.

Motion was made by Commissioner Wilson and seconded by Commissioner Vanhooser to authorize the Mayor to sign Non-Federal Reimbursable Agreement Number AJW-FN-CSA-14-2141 with the Department of Transportation Federal Aviation Administration (FAA), to support the relocation

and/or replacement of FAA equipment in conjunction with the Runway 17/35 extension project at Enid Woodring Regional Airport, at a cost of \$921,548.67, and the vote was as follows:

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

NAY: None.

Motion was made by Commissioner Vanhooser and seconded by Commissioner Wilson to accept Project No. S-0703E, Clean Water Revolving Fund Project No. ORF-09-0019-CW, Water Reclamation Facility, completed by the contractor, Wynn Construction Co., Inc., and the vote was as follows:

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

NAY: None.

Commissioner Janzen requested that Item 9.1, Award And Execute An Agreement With Guernsey, Oklahoma City, Oklahoma, To Prepare A Comprehensive Plan And Transportation Plan, Project No. G-1501A, be removed from the list of Consent Items.

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

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

NAY: None.

- (1) Approval of Change Order No. 5 with Luckinbill, Inc. for Project No. S-1101A, 2011 Sanitary Sewer Point Repairs, which will provide for additional point repairs at 1519 Quanah Drive using original unit prices, at an additional cost of \$26,696.70, for a total revised contract amount of \$1,695,875.20;
- (2) Approval of Change Order No. 1 with Cummins Construction Company for Project No. R-1316A, Southgate Road Realignment, which will balance final contract quantities at a reduction of \$3,514.74 , for a total revised contract amount of \$780,009.96;
- (3) Acceptance of the following described Public Access Easement and Public Drainage and Utility Easement from Barbara and Laddie Maly, located in the S.E./4 of Section 15-22-7, in conjunction with construction of the Oakwood Regional Stormwater Detention

Facility, and construction and maintenance of the Enid Trail System between Oakwood Road and Garland Road:

(Copy Descriptions)

- (4) Acceptance of Permit from the Oklahoma Department of Environmental Quality for Project No. W-0711A, Waterline Extension to serve World Harvest Church;
- (5) Acceptance of the following described Public Utility Easement from Bobsfarm, Inc., located in Bobsfarm 8th Addition, which will extend utilities to serve the undeveloped property located east of Lowe's Home Improvement Store at Mill Run:

(Copy Description)

- (6) Approval of Change Order No. 1 with Downey Contracting, LLC, for Project No. F-1205A, West Chestnut Drainage Improvement, which will relocate two (2) existing 4-inch diameter lines and one (1) existing 6-inch diameter line 35 feet, and provide for eight (8) 90-degree D.I. bends, at an additional cost of \$18,660.00, for a total revised contract amount of \$298,315.00;
- (7) Approval of Change Order No. 1 with Cummins Construction Company for Project No. R-1402A, 2014 Street Resurfacing Program, which will provide for the resurfacing of Washington Street north from Willow Road to U.S. Highway 81, at an additional cost of \$306,582.80, for a total revised contract amount of \$1,663,462.25;
- (8) Denial of tort claim submitted by Mr. William Watson for alleged property damage in the amount of \$6,969.24;
- (9) Acceptance of Quitclaim Deed from Atry Tech Foundation, for Lots 13-16, Block 6, Edwards Addition, located at the corner of East Hackberry Avenue and North 3rd Street;
- (10) Approval of local funding program contracts with Booker T. Washington Community Center, Inc., Main Street Enid, Inc., Enid Metropolitan Area Human Service Commission, Inc., and Enid Arts & Science Foundation, d/b/a Leonardo's Discovery Warehouse;
- (11) Award of purchase for 12 Police Vehicles from Stevens Ford, Enid, Oklahoma, in the amount of \$401,448.00, which cost is below the State contract price;
- (12) Acceptance of the following described Special Warranty Deed from Independent School District #57 in Block 54, Original Townsite Addition, in conjunction with the planned green space for the Renaissance Project:

(Copy Description)

and

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

(List Claims)

Motion was made by Commissioner Vanhooser and seconded by Commissioner Wilson to approve Item 9.1, Award And Execute An Agreement With Guernsey, Oklahoma City, Oklahoma, To Prepare A Comprehensive Plan And Transportation Plan, Project No. G-1501A.

Commissioner Janzen expressed concerns with the contract, primarily because the current Comprehensive Plan that had been in effect for a number of years, had been accomplished by the City with minimal cost. He felt the Plan could be postponed a year, at which time a new city manager would be on board. He added that he didn't feel it was a good expenditure of the City's money, and for that reason would vote against it.

Commissioner Ezzell stated that he would like to push this on down the road. He stated that he had high hopes that the end product, specifically with regard to the traffic study, would help in not only helping staff to do a better job of managing the streets that the City had, but also provide better ideas of those intersections needing improvements. He agreed that it might make more sense to do the Plan when a new city manager was in place, but went on to say that this would be a good product, better than the current Plan, easier to use, and one that the public and developers could use as a tool to bring additional assets to the community.

Following further discussion, the vote was taken as follows:

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

NAY: Commissioner Janzen.

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

- TRUSTEES OF THE ENID MUNICIPAL AUTHORITY -

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

ABSENT: Trustee Stuber.

Motion was made by Trustee Ezzell and seconded by Trustee Vanhooser to approve the renewal of auditing professional services with the firm of Cole & Reed, P.C., Edmond, Oklahoma, to conduct the 2013-2014 Audit and complete the Independent Auditor's Report on the Financial Statements of the City of Enid and its related authorities; conduct the A-133 Federal Grant Audit; perform Oklahoma Department of Environmental Quality agreed-upon procedures related to the closure and post-closure costs associated with the City's Municipal Landfill; and complete the State Auditor and Inspector Form 2643 Report, and the vote was as follows:

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

NAY: None.

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

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

NAY: None.

(List Claims)

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

-TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY-

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

ABSENT: Trustee Stuber.

Motion was made by Trustee Ezzell and seconded by Trustee Vanhooser to approve the renewal of auditing professional services with the firm of Cole & Reed, P.C., Edmond, Oklahoma, to conduct the 2013-2014 Audit and complete the Independent Auditor's Report on the Financial Statements of the City of Enid and its related authorities; conduct the A-133 Federal Grant Audit; and complete the State Auditor and Inspector Form 2643 Report, no later than December 31, 2014, and the vote was as follows:

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

NAY: None.

Motion was made by Trustee Vanhooser and seconded by Trustee Wilson to approve a Local Funding Program Contract with the Enid Regional Development Alliance for Fiscal Year 2014-2015, and the vote was as follows:

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

NAY: None.

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

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

NAY: None.

(List Claims)

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

- MAYOR AND BOARD OF COMMISSIONERS-

Motion was made Commissioner Vanhooser and seconded by Commissioner Wilson to convene into Executive Session to discuss the salary and benefits of City Attorney Andrea Chism, pursuant to 25 O.S. Section 307(B)(1), "Employment, hiring, appointment, promotion, demotion, disciplining, or resignation of any individual salaried employee," and the vote was as follows:

AYE: Commissioners Wilson, Vanhooser and Mayor Shewey.

NAY: Commissioners Janzen, Ezzell and Timm.

Motion failed.

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

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

NAY: Commissioners Wilson and Vanhooser.

The meeting adjourned at 7:17 P.M.

RESOLUTION

A RESOLUTION AMENDING THE 2014-2015 BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$9,997,453.11 TO INCREASE THE 2014-2015 APPROPRIATED AMOUNTS FOR PRIOR YEAR ENCUMBRANCES OUTSTANDING AS OF JUNE 30, 2014 FOR THE CITY OF ENID, OKLAHOMA.

WHEREAS, the City of Enid had \$9,997,453.11 in encumbered amounts as of June 30, 2014; and

WHEREAS, the budget for fiscal year 2014-2015 does not include these encumbrances from the prior fiscal year; and

WHEREAS, these prior year encumbrances must be paid from current fiscal year 2014-2015 funds;

AND NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA, THAT THE CITY OF ENID 2014-2015 BUDGET BE AMENDED TO INCREASE THE APPROPRIATIONS FOR PRIOR YEAR 2013-2014 ENCUMBERED AMOUNTS IN THE FOLLOWING FUNDS AND DEPARTMENTS:

FUND 10 GENERAL FUND		\$302,487.41
Administration	\$61,225.00	
General Government	\$15,000.00	
Engineering	\$104,005.88	
Public Works Management	\$28,471.13	
Fleet Management	\$14,366.04	
Parks and Recreation	\$3,375.00	
Stormwater and Roadway Maintenance	\$9,380.00	
Technical Services	\$1,924.01	
Library	\$9,899.45	
GF Capital Asset Replacement	\$54,840.90	
FUND 20 WOODRING AIRPORT		\$165,556.74
Woodring Airport	\$165,556.74	
FUND 22 MEADOWLAKE GOLF		\$3,518.00
Meadowlake Golf	\$3,518.00	
FUND 30 STREET & ALLEY		\$1,050,848.85
Street & Alley	\$1,050,848.85	
FUND 33 VANCE DEVELOPMENT AUTHORITY		\$20,000.00
VDA	\$20,000.00	

FUND 40 CAPITAL IMPROVEMENT		\$2,510,651.67
Capital Improvement	\$2,510,651.67	
FUND 41 STREET IMPROVEMENT		\$1,562,157.35
Street Improvement	\$1,562,157.35	
FUND 42 SANITARY SEWER CAPITAL IMPROVEMENT		\$1,243,705.49
SSCIF	\$1,243,705.49	
FUND 43 STORMWATER		\$964,555.65
Stormwater	\$964,555.65	
FUND 44 WATER CAPITAL IMPROVEMENT		\$1,950,590.90
Water Capital Improvement	\$1,950,590.90	
FUND 51 POLICE		\$121,553.00
Police	\$121,553.00	
FUND 60 ENID EVENT CENTER AND CONVENTION HALL		\$15,088.50
EECCH	\$15,088.50	
FUND 65 FIRE		\$63,702.55
Fire	\$63,702.55	
FUND 70 CDBG		\$23,037.00
CDBG	\$23,037.00	
TOTAL PRIOR YEAR ENCUMBRANCES 13-14		<u>\$9,997,453.11</u>

Adopted this 4th day of August 2014.

Mayor

(Seal)

ATTEST:

City Clerk

PO Number	Vendor ID	Vendor Name	Project Number	Description	Document Date	Last Pymt Date	Original Amount	Paid Amount	Remaining Subtotal	Fund	Dept	Account	Notes
PO0122441	01-04501	THE PACE GROUP	-	PROFESSIONAL SERVICES	6/3/2014	-	\$60,000.00	\$0.00	\$60,000.00	10	100	1110	Rollover
PO0122312	01-04496	TIGHTROPE MEDIA SYSTEMS, INC.	M-1414A	M-1414A CAROUSEL CHANNEL LICEN	6/24/2014	-	\$1,225.00	\$0.00	\$1,225.00	10	100	4413	Rollover
PO0121576	01-23053	WESTERN ENTERPRISES INC	-	PYROTECHNIC DISPLAY 7/14	5/20/2014	-	\$15,000.00	\$0.00	\$15,000.00	10	200	1150	Rollover
PO0116411	01-02116	MESHEK & ASSOCIATES, PLC	G-1401A	G-1401A PROFFESIONAL SVCS	9/17/2013	6/16/2014	\$49,000.00	\$21,041.25	\$27,958.75	10	400	1110	Rollover
PO0118357	01-04287	DCSE, INC.	W-1410A	W-1410A PROFESSIONAL SERVICES	12/12/2013	-	\$39,360.00	\$0.00	\$39,360.00	10	400	1110	Rollover
PO0120962	01-16087	PORTERFIELD SURVEYING	G-1401C	G-1401C PROFESSIONAL SERVICES	4/23/2014	-	\$36,687.13	\$0.00	\$36,687.13	10	400	1110	Rollover
PO0122009	01-04109	BLACKBOARD, INC.	-	PUBLIC NOTIFICATION SYSTEM	6/10/2014	-	\$28,471.13	\$0.00	\$28,471.13	10	700	1110	Rollover
PO0122445	01-01908	DOUBLE CHECK COMPANY, INC.	-	GASBOY UPDATE	6/26/2014	-	\$14,366.04	\$0.00	\$14,366.04	10	710	4407	Rollover
PO0122403	01-01943	JOHNSTON SEED COMPANY, INC.	-	GRASS SEED	6/25/2014	-	\$3,375.00	\$0.00	\$3,375.00	10	730	4406	Rollover
PO0121840	01-02004	MID AMERICAN SIGNAL, INC	-	WAVETRONIX PANELS/SENSORS	6/4/2014	-	\$9,380.00	\$0.00	\$9,380.00	10	740	4406	Rollover
PO0122143	01-58431	CDW GOVERNMENT, INC.	-	SOFTWARE SUPPORT RENEWAL	6/17/2014	-	\$1,924.01	\$0.00	\$1,924.01	10	750	1103	Rollover
PO0122398	01-04487	BELLWETHER MEDIA, INC.	-	BOOKS (487)	6/25/2014	-	\$8,482.65	\$0.00	\$8,482.65	10	900	1005	Rollover
PO0121575	01-03434	CRAWFORD, STEVE	-	SRP2014 MAGIC PERFORMANCE	5/20/2014	-	\$541.80	\$0.00	\$541.80	10	900	1110	Rollover
PO0121621	01-04450	SUGAR FREE ALLSTARS, LLC.	-	SRP2014 MUSIC CONCERT	5/22/2014	-	\$500.00	\$0.00	\$500.00	10	900	1110	Rollover
PO0120824	01-04412	BOWLES, COURTNEY	-	BABY/SENSORY MURAL	4/17/2014	4/17/2014	\$750.00	\$375.00	\$375.00	10	900	4201	Rollover
PO0121748	01-04461	THE FIELD SHOP, INC.	IT-1403A	IT-1403A VIDEO/LIGHTING SYSTEM	5/29/2014	-	\$42,853.00	\$0.00	\$42,853.00	10	955	9003	Rollover
PO0117951	01-03899	CHILD'S PLAY, INC.	P-1401A	P-1401A PLAYGROUND EQUIPMENT	11/19/2013	4/15/2014	\$239,758.00	\$227,770.10	\$11,987.90	10	955	9151	Rollover
									\$302,487.41	10 Total			
PO0122399	01-02269	CEC CORPORATION	A-1301C	A-1301C RUNWAY EXTENSION	6/20/2014	-	\$55,200.00	\$0.00	\$55,200.00	20	205	1130	
PO0122158	01-03541	LIBRA ELECTRIC COMPANY	-	LIGHTING RADIO CONTROLLER	6/17/2014	-	\$4,113.00	\$0.00	\$4,113.00	20	205	4201	
PO0121857	01-60230	RICK LORENZ CONSTRUCTION	R-1201A	R-1201A 2014 LOCAL STREET PROG	5/20/2014	-	\$17,775.00	\$0.00	\$17,775.00	20	205	9150	
PO0122154	01-04486	BASEYS ROOFING & SHEET METAL	-	TERMINAL ROOFING	6/17/2014	-	\$41,896.00	\$0.00	\$41,896.00	20	205	9151	
PO0118301	01-02269	CEC CORPORATION	A-1301C	A-1301C RUNWAY EXTENSION	12/3/2013	6/16/2014	\$237,000.00	\$204,900.00	\$32,100.00	20	205	1129	
PO0118303	01-02269	CEC CORPORATION	R-1316A	R-1316A ROAD RE-ALIGNMENT	12/3/2013	6/16/2014	\$20,380.00	\$18,740.00	\$1,640.00	20	205	1129	
PO0107486	01-02269	CEC CORPORATION	A-1301A	A-1301A RUNWAY EXTENSION	7/3/2012	3/18/2014	\$171,200.00	\$166,900.00	\$4,300.00	20	205	1130	
PO0114473	01-02269	CEC CORPORATION	R-1316A	R-1316A ENG SERV/SOUTHGATE RD	6/18/2013	1/7/2014	\$52,970.00	\$47,970.00	\$5,000.00	20	205	1130	
PO0118302	01-03089	CUMMINS CONSTRUCTION EQUIP. CO., INC.	R-1316A	R-1316A ROAD RE-ALIGNMENT	12/3/2013	6/30/2014	\$783,542.70	\$780,009.96	\$3,532.74	20	205	1130	
									\$165,556.74	20 Total			
PO0122139	01-44810	MICHAEL'S REFRIGERATION	-	ICE MACHINE	6/16/2014	-	\$3,518.00	\$0.00	\$3,518.00	22	225	4201	
									\$3,518.00	22 Total			
PO0121360	01-60230	RICK LORENZ CONSTRUCTION	R-1401A	R-1401A 2014 STREET PROGRAM	5/6/2014	-	\$10,200.00	\$0.00	\$10,200.00	30	305	9160	
PO0121866	01-67790	SCOTWOOD INDUSTRIES INC	-	DUST CONTROL/UNIMPROVED ROADS	6/5/2014	-	\$21,000.00	\$0.00	\$21,000.00	30	305	9220	
PO0120495	01-60230	RICK LORENZ CONSTRUCTION	R-1401A	R-1401A 2014 LOC STREET PROGRA	3/18/2014	6/30/2014	\$695,275.05	\$11,250.00	\$684,025.05	30	305	9160	
PO0120496	01-03089	CUMMINS CONSTRUCTION EQUIP. CO., INC.	R-1402A	R-1402A 2014 STREET RESURFACIN	3/18/2014	6/30/2014	\$386,520.30	\$50,896.50	\$335,623.80	30	305	9160	
									\$1,050,848.85	30 Total			
PO0120963	01-03512	PACE ANALYTICAL SERVICES, INC.	-	MONITORING WELLS/PIEZOMETERS	4/23/2014	-	\$2,612.00	\$0.00	\$2,612.00	31	760	1110	
PO0122421	01-08031	HACH COMPANY, INC.	-	OXYGEN PROBE	6/25/2014	-	\$5,346.95	\$0.00	\$5,346.95	31	795	4406	
PO0122451	01-02151	FORT BEND SERVICES	-	POLYMER	6/27/2014	-	\$6,440.00	\$0.00	\$6,440.00	31	795	4411	
PO0121517	01-01535	EVANS ELECTRIC	-	MOTOR REPAIR	5/15/2014	6/16/2014	\$8,708.00	\$1,367.31	\$7,340.69	31	795	4440	
PO0120062	01-00103	WARREN CAT, INC.	-	V447 REPLACE INJECTOR CAPS	3/11/2014	-	\$7,941.81	\$0.00	\$7,941.81	31	795	4406	
PO0120989	01-04421	INSTRUMENT & SUPPLY SOUTHWEST, INC.	-	LAMPS/SLEEVES/WASHERS/CABLE KI	4/24/2014	-	\$10,451.00	\$7,114.83	\$3,336.17	31	795	4406	
PO0121067	01-04167	MOYNO, INC.	-	SLUDGE PUMPS	4/29/2014	-	\$38,640.68	\$0.00	\$38,640.68	31	795	4440	
PO0121214	01-03730	H & H TOWER SERVICES	IT-1402	IT-1402 MICROWAVE SYSTEM INSTA	5/7/2014	-	\$4,300.00	\$0.00	\$4,300.00	31	956	9004	
PO0121898	01-03730	H & H TOWER SERVICES	W-1405A	W-1405A MICROWAVE LINK INSTALL	6/5/2014	-	\$2,000.00	\$0.00	\$2,000.00	31	956	9004	
PO0108212	01-03457	CARTEGRAPH SYSTEMS, INC.	-	OPERATIONS MGMT SOFTWARE	9/18/2012	8/20/2013	\$124,485.00	\$87,399.35	\$37,085.65	31	956	9003	
									\$115,043.95	31 Total			
PO0122422	01-03589	T & J DEMOLITION, LLC	M-1407B	M-1407B DEMO 4 PROPERTIES	6/25/2014	-	\$16,142.00	\$0.00	\$16,142.00	32	325	9151	
PO0122442	01-04502	PATOCKA, DAVID	-	RELOCATION FEES	6/26/2014	-	\$1,750.00	\$0.00	\$1,750.00	32	325	9151	
PO0122443	01-15132	O'REILLY AUTO PARTS, INC.	-	RELOCATION FEES	6/26/2014	-	\$10,610.00	\$0.00	\$10,610.00	32	325	9151	
									\$28,502.00	32 Total			
PO0091831	01-00223	COOPER, MICHAEL G.	-	CONSULTING SERVICES	8/30/2010	5/6/2014	\$360,000.00	\$340,000.00	\$20,000.00	33	335	1110	
									\$20,000.00	33 Total			
PO0121358	01-03500	SL MADISON CONSTRUCTION	M-1304C	M-1304C PEDESTRIAN TRAIL	5/6/2014	6/30/2014	\$209,065.00	\$13,300.00	\$195,765.00	40	405	1129	
PO0121849	01-04464	MTZ CONSTRUCTION, INC.	M-1304A	M-1304A PEDESTRIAN TRAIL	5/6/2014	-	\$652,468.30	\$0.00	\$652,468.30	40	405	1129	

PO0121519	01-00418	KC ELECTRIC	M-1413	M-1413A FIBER OPTIC RELOCATION	5/15/2014	-	\$40,068.87	\$0.00	\$40,068.87	40	405	9151
PO0121938	01-04467	HOOD-RICH, INC.	G-1303B	G-1303B PROFESSIONAL SERVICES	5/6/2014	6/30/2014	\$339,500.00	\$30,430.42	\$309,069.58	40	405	9151
PO0122404	01-04498	GOMACO CORPORATION	-	CONCRETE CURBER MACHINE	6/16/2014	-	\$278,625.00	\$0.00	\$278,625.00	40	405	9151
PO0121525	01-05050	ENVIROTECH	P-1403A	P-1403A PROFESSIONAL SERVICES	5/16/2014	-	\$2,000.00	\$0.00	\$2,000.00	40	405	9220
PO0121855	01-60230	RICK LORENZ CONSTRUCTION	R-1409A	R-1409A ADA IMPROVEMENTS	5/20/2014	-	\$125,404.00	\$0.00	\$125,404.00	40	405	9220
PO0121856	01-60230	RICK LORENZ CONSTRUCTION	M-1405A	M-1405A ADA IMPROVEMENTS	5/20/2014	-	\$79,052.65	\$0.00	\$79,052.65	40	405	9220
PO0121882	01-04468	DIRECT TRAFFIC CONTROL, INC.	M-1402A	M-1402A BIKE TRAIL SIGNING	4/15/2014	-	\$94,044.00	\$0.00	\$94,044.00	40	405	9220
PO0122137	01-05050	ENVIROTECH	P-1403A	P-1403A PROFESSIONAL SERVICES	6/16/2014	-	\$3,500.00	\$0.00	\$3,500.00	40	405	9252
PO0120948	01-20022	TRAFFIC SIGNAL INC-OKLA	M-1401A	M-1401A TRAIL CROSSING SIGNAL	4/15/2014	-	\$57,602.28	\$0.00	\$57,602.28	40	405	1129
PO0120944	01-03615	PARATHON CONSTRUCTION, LLC.	M-1309A	M-1309A PRAIRIE VIEW SIDEWALK	4/22/2014	-	\$33,328.00	\$0.00	\$33,328.00	40	405	9151
PO0120945	01-04419	SEXTON CONSTRUCTION	M-1404A	M-1404A DEPOT ROOF REPLACEMENT	3/18/2014	-	\$69,900.00	\$0.00	\$69,900.00	40	405	9220
PO0092317	01-01878	SMITH ROBERTS BALDISCHWILER, LLC	R-0303A	R-0303A RIGHT OF WAY ACQUIS	5/8/2012	6/19/2012	\$99,750.00	\$96,875.00	\$2,875.00	40	405	9222
PO0111399	01-02482	TETRA TECH, INC.	R-1311A	R-1311A IMPROV DESIGN CLEVELAN	2/5/2013	6/30/2014	\$245,000.00	\$200,532.85	\$44,467.15	40	405	9222
PO0116768	01-02482	TETRA TECH, INC.	W-1406A	W-1406A WATERLINE RELOCATION	10/1/2013	6/30/2014	\$66,860.00	\$42,551.45	\$24,308.55	40	405	9222
PO0116804	01-02482	TETRA TECH, INC.	G-1302B	G-1302B PROF MGMT SVCS/CANOLA	9/17/2013	5/6/2014	\$414,500.00	\$25,916.33	\$388,583.67	40	405	9222
PO0117820	01-02482	TETRA TECH, INC.	R-1311B	R-1311B INTERSECTION DESIGN	11/5/2013	6/30/2014	\$190,525.00	\$158,038.89	\$32,486.11	40	405	9222
PO0092320	01-02482	TETRA TECH, INC.	R-0814A	R-0814A GO BOND BRIDGE IMPROV	9/9/2010	8/20/2013	\$237,771.00	\$160,667.49	\$77,103.51	40	405	9224
									\$2,510,651.67	40 Total		
PO0121363	01-12007	LUCKINBILL, INC.	W-1409A	W-1409A WATER LINE RELOCATION	5/6/2014	-	\$679,860.00	\$0.00	\$679,860.00	41	415	9222
PO0120495	01-60230	RICK LORENZ CONSTRUCTION	R-1401A	R-1401A 2014 LOC STREET PROGRA	3/18/2014	6/30/2014	\$254,127.79	\$235,466.31	\$18,661.48	41	415	9222
PO0120496	01-03089	CUMMINS CONSTRUCTION EQUIP. CO., INC.	R-1402A	R-1402A 2014 STREET RESURFACIN	3/18/2014	6/30/2014	\$970,359.15	\$110,223.28	\$860,135.87	41	415	9222
PO0117416	01-03531	CABBINESS ENGINEERING, LLC	W-1409B	W-1409B PROF SVCS/BROADWAY WL	10/30/2013	5/20/2014	\$31,325.00	\$27,825.00	\$3,500.00	41	415	9222
									\$1,562,157.35	41 Total		
PO0121216	01-12007	LUCKINBILL, INC.	E-1403	E-1403 EMER SEWER REPAIR	5/7/2014	6/16/2014	\$5,005.00	\$3,808.80	\$1,196.20	42	425	9232
PO0121361	01-49180	DUKE'S SALES & SERVICE	S-1402C	S-1402C CHEMICAL ROOT CONTROL	5/6/2014	-	\$68,949.76	\$0.00	\$68,949.76	42	425	9232
PO0121362	01-03594	BUDGET PLUMBING & CONSTRUCTION, LLC	S-1402D	S-1402D MANHOLE LID REPLACEMEN	5/6/2014	-	\$37,300.00	\$0.00	\$37,300.00	42	425	9232
PO0121364	01-12007	LUCKINBILL, INC.	S-1402B	S-1402B SAN SEWER INSPECTIONS	5/6/2014	-	\$92,100.00	\$0.00	\$92,100.00	42	425	9232
PO0121852	01-02979	NOWAK CONSTRUCTION, INC.	S-1412A	S-1412A SEWER RELOCATION	5/20/2014	-	\$147,587.00	\$0.00	\$147,587.00	42	425	9232
PO0121854	01-12007	LUCKINBILL, INC.	S-1401A	S-1401A SEWER RELOCATION	5/20/2014	-	\$286,165.00	\$0.00	\$286,165.00	42	425	9232
PO0109811	01-05050	ENVIROTECH	S-1304A	S-1304A FLOW MONITORING/54TH S	12/4/2012	12/3/2013	\$20,700.00	\$15,100.00	\$5,600.00	42	425	9232
PO0110918	01-03808	ALAN PLUMMER ASSOCIATES, INC.	S-1303A	S-1303A WASTEWATER TREATMENT	1/15/2013	6/30/2014	\$75,000.00	\$67,530.00	\$7,470.00	42	425	9232
PO0112911	01-12007	LUCKINBILL, INC.	S-1101A	S-1101A SANITARY SEWER REPAIRS	4/16/2013	3/18/2014	\$125,000.00	\$99,513.74	\$25,486.26	42	425	9232
PO0119600	01-12007	LUCKINBILL, INC.	S-1408A	S-1408A SANITARY SEWER REPAIR	2/18/2014	-	\$22,180.50	\$0.00	\$22,180.50	42	425	9232
PO0120498	01-03808	ALAN PLUMMER ASSOCIATES, INC.	S-1303A	S-1303A WW FEASABILITY ANALYSI	3/18/2014	-	\$17,275.00	\$0.00	\$17,275.00	42	425	9232
PO0120947	01-12007	LUCKINBILL, INC.	S-1402A	S-1402A 2014 REPAIR PROGRAM	4/15/2014	-	\$258,881.00	\$0.00	\$258,881.00	42	425	9232
PO0105499	01-02296	JACOBS ENGINEERING GROUP	S-0703A	S-0703A CONSTRUCTION MGMT	5/15/2012	10/16/2012	\$80,300.00	\$41,613.55	\$38,686.45	42	425	9236
PO0107302	01-02296	JACOBS ENGINEERING GROUP	S-0703A	S-0703A CONSTRUCTION MGMT	8/7/2012	-	\$52,523.00	\$0.00	\$52,523.00	42	425	9236
PO0108816	01-02296	JACOBS ENGINEERING GROUP	S-0703A	S-0703A CONST/MGMT SERVICES	10/2/2012	-	\$32,900.00	\$0.00	\$32,900.00	42	425	9236
PO0109567	01-01720	WYNN CONSTRUCTION CO., INC.	S-0703E	S-0703E WATER RECLAMATION FACI	11/6/2012	4/2/2013	\$235,014.91	\$160,014.72	\$75,000.19	42	425	9236
PO0112910	01-01720	WYNN CONSTRUCTION CO., INC.	S-0703E	S-0703E WATER RECLAMATION FACI	4/16/2013	-	\$55,685.13	\$0.00	\$55,685.13	42	425	9236
PO0117109	01-12007	LUCKINBILL, INC.	S-0703P	S-0703P SLUDGE PIPING	10/15/2013	6/16/2014	\$44,200.00	\$39,780.00	\$4,420.00	42	425	9236
PO0118300	01-12007	LUCKINBILL, INC.	S-0703P	S-0703P WRF SLUDGE BUILDING	12/3/2013	6/16/2014	\$124,500.00	\$112,050.00	\$12,450.00	42	425	9236
PO0119060	01-03594	BUDGET PLUMBING & CONSTRUCTION, LLC	S-0703T	S-0703T STORM DRAIN LINE	1/22/2014	4/1/2014	\$18,650.00	\$16,800.00	\$1,850.00	42	425	9236
									\$1,243,705.49	42 Total		
PO0121359	01-03500	SL MADISON CONSTRUCTION	F-11016C	F-1116C GARLAND TRIBURARY	5/6/2014	-	\$19,250.00	\$0.00	\$19,250.00	43	435	9251
PO0121530	01-04441	EARTH SMART CONSTRUCTION, INC.	F-0406F	F-0406F PROFESSIONAL SERVICES	3/4/2014	6/16/2014	\$310,190.00	\$48,465.00	\$261,725.00	43	435	9251
PO0121531	01-04441	EARTH SMART CONSTRUCTION, INC.	F-0406F	F-0406F PROFESSIONAL SERVICES	4/1/2014	-	\$10,000.00	\$0.00	\$10,000.00	43	435	9251
PO0121858	01-02979	NOWAK CONSTRUCTION, INC.	F-1307B	F-1307B DETENTION OVERFLOW	5/20/2014	-	\$246,107.00	\$0.00	\$246,107.00	43	435	9251
PO0105687	01-01878	SMITH ROBERTS BALDISCHWILER, LLC	F-1208A	F-1208A PROFESSIONAL SERVICES	5/31/2012	8/21/2012	\$17,700.00	\$11,283.00	\$6,417.00	43	435	9251
PO0107599	01-05050	ENVIROTECH	F-1302A	F-1302A PROFESSIONAL SERVICES	8/24/2012	5/21/2013	\$41,000.00	\$12,600.00	\$28,400.00	43	435	9251
PO0110916	01-03534	MONSOON CONSULTANTS	F-1205A	F-1205A PROFESSIONAL SERVICES	1/24/2013	5/21/2013	\$15,200.00	\$11,235.00	\$3,965.00	43	435	9251
PO0117510	01-05050	ENVIROTECH	F-1307B	F-1307B PROFESSIONAL SVCS	10/31/2013	4/15/2014	\$17,700.00	\$16,213.75	\$1,486.25	43	435	9251
PO0119156	01-05050	ENVIROTECH	F-1307A	F-1307A PROFESSIONAL SVCS	1/27/2014	4/15/2014	\$34,500.00	\$27,600.00	\$6,900.00	43	435	9251
PO0119948	01-03500	SL MADISON CONSTRUCTION	F-1116C	F-1116C GARLAND TRIBUTARY	3/4/2014	6/16/2014	\$325,767.10	\$234,378.30	\$91,388.80	43	435	9251
PO0120141	01-03534	MONSOON CONSULTANTS	F-1404A	F-1404A PROFESSIONAL SERVICES	3/13/2014	-	\$19,500.00	\$0.00	\$19,500.00	43	435	9251

PO0120518	01-04393	DOWNEY CONTRACTING, LLC.	F-1205A	F-1205A DRAINAGE IMPROVEMENT	3/18/2014	6/16/2014	\$279,655.00	\$10,238.40	\$269,416.60	43	435	9251
									\$964,555.65	43 Total		
PO0095773	01-01918	C.H. GUERNSEY	W-1004A	W-1004A WATER SOURCE EXPANSION	3/1/2011	1/23/2014	\$339,787.00	\$317,087.00	\$22,700.00	44	445	9241
PO0102227	01-02066	PROFESSIONAL ENG. CONSULTANTS	W-1107A	W-1107A WATER PLANT DESIGN	12/13/2011	5/6/2014	\$64,311.00	\$16,426.10	\$47,884.90	44	445	9241
PO0112915	01-01885	WIGGINS AUCTIONEERS	W-1304A	W-1304A PROFESSIONAL SVCS	4/16/2013	-	\$250,000.00	\$0.00	\$250,000.00	44	445	9241
PO0113827	01-02624	LAYNE CHRISTENSEN COMPANY	W-0906A	W-0906A WELL REPLACEMENT PROJ	5/21/2013	5/6/2014	\$729,162.00	\$452,776.00	\$276,386.00	44	445	9241
PO0121219	01-31260	BRUEGGEMANN ENGINEERING	W-1105A	W-1105A WATERLINE EXPANSION	5/7/2014	-	\$1,600.00	\$0.00	\$1,600.00	44	445	9241
PO0121522	01-05050	ENVIROTECH	W-1301A	W-1301A PROFESSIONAL SERVICES	5/16/2014	-	\$3,310.00	\$0.00	\$3,310.00	44	445	9241
PO0121860	01-02624	LAYNE CHRISTENSEN COMPANY	W-0906A	W-0906A WELL REPLACEMENT	6/3/2014	-	\$673,060.00	\$0.00	\$673,060.00	44	445	9241
PO0121861	01-12007	LUCKINBILL, INC.	W-1403A	W-1403A HYDRANTS INSTALLATION	6/3/2014	-	\$183,900.00	\$0.00	\$183,900.00	44	445	9241
PO0121863	01-04465	DETRICK, JASON BRADLEY	W-1304A	W-1304A WATER RIGHTS	6/3/2014	-	\$491,750.00	\$0.00	\$491,750.00	44	445	9241
									\$1,950,590.90	44 Total		
PO0122159	01-65730	HAYS CONSTRUCTION	-	DOOR/INSTALLATION	6/17/2014	-	\$7,332.00	\$0.00	\$7,332.00	51	515	4201
PO0122160	01-03453	SALTUS TECHNOLOGIES, LLC	-	PARKING MODULE/ACCESSORIES	6/17/2014	-	\$3,571.00	\$0.00	\$3,571.00	51	515	4407
PO0121896	01-03453	SALTUS TECHNOLOGIES, LLC	-	HANDHELD TICKET WRITERS (5)	6/5/2014	-	\$18,865.00	\$0.00	\$18,865.00	51	515	9003
PO0121183	01-03899	CHILD'S PLAY, INC.	-	ANIMAL SHELTER CANOPY	5/5/2014	-	\$9,965.00	\$0.00	\$9,965.00	51	515	9151
PO0121893	01-04021	DENSE MECHANICAL CONTRACTORS, INC.	M-1412A	M-1412A HVAC UNIT REPLACEMENT	6/3/2014	-	\$81,820.00	\$0.00	\$81,820.00	51	515	9151
									\$121,553.00	51 Total		
PO0122444	01-02790	GLOBAL SPECTRUM	-	INCENTIVE CORRECTION 2012	6/26/2014	-	\$5,911.31	\$0.00	\$5,911.31	60	605	1110
PO0122452	01-03212	CONVERGENCE DESIGN, LLC	M-1419A	M-1419A EXHAUST ENHANCEMENT	6/27/2014	-	\$5,000.00	\$0.00	\$5,000.00	60	605	1110
PO0122143	01-58431	CDW GOVERNMENT, INC.	-	SOFTWARE SUPPORT RENEWAL	6/17/2014	-	\$4,177.19	\$0.00	\$4,177.19	60	605	4426
									\$15,088.50	60 Total		
PO0120409	01-04312	LION TOTAL CARE	-	BUNKER GEAR INSPECTION/REPAIR	3/26/2014	6/16/2014	\$20,000.00	\$9,144.73	\$10,855.27	65	655	4404
PO0119312	01-04337	BOCKUS PAYNE ACCOCIATES	M-1408A	M-1408A PROFESSIONAL SVCS	1/31/2014	6/30/2014	\$82,600.00	\$32,903.02	\$49,696.98	65	655	9151
PO0120965	01-15061	OK CORRECTIONAL INDUST.	M-1409	M-1409 TABLES (15)	4/23/2014	-	\$3,150.30	\$0.00	\$3,150.30	65	655	9151
									\$63,702.55	65 Total		
PO0122438	70-04377	JACKSON WRECKING & DEMOLITION, LLC	-	DEMO/618 E RANDOLPH	6/26/2014	-	\$2,100.00	\$0.00	\$2,100.00	70	705	1130
PO0118052	70-37690	LEONARDO'S DISCOVERY WAREHOUSE	-	B-13 (384) LEONARDOS	11/26/2013	2/20/2014	\$28,680.00	\$18,298.00	\$10,382.00	70	705	1130
PO0119390	70-03899	CHILD'S PLAY, INC.	P-1203F	P-1203F BENCHES/SHADE STRUCTUR	2/6/2014	-	\$10,555.00	\$0.00	\$10,555.00	70	705	1130
									\$23,037.00	70 Total		
									\$10,140,999.06	Grand Total		

RESOLUTION

A RESOLUTION AMENDING THE 2014-2015 CAPITAL IMPROVEMENT FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$68,861.00 TO INCREASE THE 2014-2015 APPROPRIATED AMOUNTS FOR THE CAPITAL IMPROVEMENT DEPARTMENT.

WHEREAS, the Commission previously approved proceeding with the condemnation of certain properties such as 25 Woodlands Drive between Cleveland Street and Oakwood Road along Willow Road to allow for the planned widening of the street; and

WHEREAS, the appropriated amounts for the 2014-2015 Capital Improvement Department in the Capital Improvement Fund must be increased by \$68,861.00 to provide funding for paying the just compensation for the taking of such property; and

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

AND NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA, THAT THE CITY OF ENID 2014-2015 BUDGET BE AMENDED TO INCREASE THE APPROPRIATIONS FOR THE CAPITAL IMPROVEMENT FUND CAPITAL IMPROVEMENT DEPARTMENT:

FUND 40 CAPITAL IMPROVEMENT FUND	
Revenues	\$68,861.00
Capital Improvement Department	\$68,861.00

Adopted this 4th day of August 2014.

Mayor

(Seal)

ATTEST:

City Clerk

RESOLUTION

A RESOLUTION SUPPORTING MAIN STREET ENID'S PARTICIPATION IN THE 2014-2015 OKLAHOMA MAIN STREET CENTER.

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

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

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

SECTION 1. That the City of Enid supports the participation in the 2014-2015 Oklahoma Main Street Center with the specific goal of revitalizing the central business district using the Main Street 4-Point ApproachTM to economic revitalization.

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

PASSED AND APPROVED this 5th day of August, 2014.

The City of Enid, Oklahoma

William E. Shewey, Mayor

(SEAL)

ATTEST:

Linda Parks, City Clerk

Approved as to form and legality:

Andrea L. Chism, City Attorney

ORDINANCE NO. 2014-

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 2, ENTITLED "FINANCE AND TAXATION," CHAPTER 6, ENTITLED "FEE SCHEDULE," ARTICLE E, ENTITLED "UTILITIES FEES AND CHARGES," AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 2, ENTITLED "FINANCE AND TAXATION," CHAPTER 6, ENTITLED "FEE SCHEDULE," ARTICLE E, ENTITLED "UTILITIES FEES AND CHARGES," SECTION 2-6E-3 TO ALLOW FOR MONTHLY RENTAL OF FIRE HYDRANT METERS AND SETTING A FEE THEREFORE; AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 2, ENTITLED "FINANCE AND TAXATION," CHAPTER 6, ENTITLED "FEE SCHEDULE," ARTICLE E, ENTITLED "UTILITIES FEES AND CHARGES," SECTION 2-6E-5 TO ADJUST WATER RATES TO THE CURRENT RATE, PROVIDE A SCHEDULE OF BASE RATES DETERMINED BY METER SIZE, PROVIDE FOR AN ANNUAL INCREASE IN RATES, TO DECREASE THE WATER RATES FOR USERS OUTSIDE OF CITY LIMITS, TO MERGE THE INDUSTRIAL AND INSTITUTIONAL USER CATEGORIES INTO THE COMMERCIAL CATEGORY, REPEAL THE SUBSECTION REGARDING MULTI-UNIT RATES; AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 2, ENTITLED "FINANCE AND TAXATION," CHAPTER 6, ENTITLED "FEE SCHEDULE," ARTICLE E, ENTITLED "UTILITIES FEES AND CHARGES," SECTION 2-6E-6 TO ADJUST SEWER CHARGES TO CURRENT RATES; PROVIDING FOR EFFECTIVE DATE, REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.

ORDINANCE

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

Section I: That Title 2, Chapter 6, Article E, Section 2-6E-1 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

2-6E-3: FIRE HYDRANT CONNECTION CHARGE:

The fee required by section [8-1-12](#) of this code shall be one hundred dollars (\$100.00), plus the applicable thousand gallon charge for water used. Starting in the second billing a fifty dollar (\$50.00) monthly rent will be charged, plus the applicable thousand gallon charge for water used.(Ord. 2006-22, 9-19-2006, eff. 11-1-2006)

Section II: That Title 2, Chapter 6, Article E, Section 2-6E-4 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

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

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

1.	Residential			
			Rates(amount in gallons of water service):	
			Minimum of 1,000 gallons	\$
			5/8" to 1" meter	10.46
			1 1/2" meter	30.00
			2" meter	50.00
			3" meter	75.00
			4" meter	100.0
			6" meter	0
				200.0
				0
			Price per 1,000 gallons over first 1,000 gallons to 6,999 gallons	\$ 3.57
			Price per 1,000 gallons thereafter (this rate expires in January 2016)	\$ 4.63
2.	Commercial:			
			Rates	
			Minimum of 1,000 gallons	\$
			5/8" to 1" meter	
			1 1/2" meter	20.91
			2" meter	
			3" meter	30.00
			4" meter	
			6" meter	50.00
				75.00
				100.0
				0
				200.0
				0
			Price per 1,000 gallons over first 1,000 gallons	\$ 3.57
3.	Irrigation meters			

		Residential irrigation meters (with meter on property where there is regular meter):		
			Price per 1,000 gallons for 6,999 gallons or less	\$ 3.57
			Price per 1,000 gallons over first 6,999 gallons (this rate expires in 2016)	\$ 4.63
		Commercial rates		
			Price per 1,000 gallons for 49,999 gallons or less	\$ 3.57
			Price per 1,000 gallons over first 49,999 gallons (this rate expires in 2016)	\$ 4.63
		Irrigation meters on property without a regular meter:		
			Base rate for first 1,000 gallons	\$ 10.46
			Price per 1,000 gallons for 1,001 gallons to 6,999 gallons	\$ 3.57
			Price per 1,000 gallons over first 6,999 gallons (this rate expires in 2016)	\$ 4.63

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

[8-1-148-1-14](#)

- B. Mobile Home Parks: All water in excess of the aforementioned minimums shall be charged at the above scheduled rates; provided, however, the owner of a mobile home park who has elected to license less than the total number of lots available at the site of such park shall pay ten dollars forty-six cents (\$10.46) minimum per charging unit for the first one thousand (1,000) gallons used per licensed mobile home. If the owner of a mobile home park has not licensed such park, the owner shall pay ten dollars forty-six cents (10.46) minimum per lot available.

- C. Incorporated Entities: Political subdivisions, rural water districts and associations, or similar entities incorporated for the purpose of supplying customers or residents with water service, receiving water from the City through a common water meter, shall pay the established base rates set in 2-6E-5, A, plus four dollars sixty-three cents (\$4.63) per one thousand (1,000) gallons furnished. An agreement to supply water to such user shall be by formal contract. The rates for 2015 shall be five dollars (\$5.00) per one thousand

(1,000) gallons. Starting in 2016 the rates will be 5.5% higher than the ordinance rates in section G.1.

- D. Users Not Specifically Designated: All users not specifically designated by this section shall pay the residential water rate for such water usage.
- E. Report: A report of these rates shall be presented to the City Commission annually during the budgeting cycle or as often as directed by the council.
- F. Annual Increase of Rates:
 - 1. The price per thousand gallons of water for residential and commercial accounts shall increase each year on January 1 in the following manner:

2015	\$	4.47
2016	\$	5.82
2017	\$	7.01
2018	\$	7.55

The price per thousand gallons of water for residential accounts for consumption up to six thousand nine hundred ninety nine (6,999) gallons shall increase each year on January 1 in the same manner as commercial accounts.

- 2. All other rates and fees charged pursuant to this section shall increase by 5.5 percent annually, effective January 1 of each year beginning in 2015.
- G. Emergency Water Conservation Rates: When the Mayor and Board of Commissioners find that it is necessary to institute emergency water conservation measures, the rates in this section shall not apply and shall be replaced by the emergency water conservation rates listed in section [8-2-15](#) of this code. (Ord. 2012-16, 8-7-2012; amd. Ord. 2013-37, 8-6-2013)

Section III: That Title 2, Chapter 6, Article E, Section 2-6E-6 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

2-6E-6: SEWER SERVICE CHARGES INSIDE CITY; BILLING:

- A. Rates Enumerated: The rates and charges established in subsection [8-1-14B1](#) of this code for the use of the sanitary sewer system to be levied against each charging unit within the City shall be as follows:

1.	Residential (amount in gallons of sanitary sewer service):		

		Minimum of 1,000 gallons	\$	
				10.46
		Price per 1,000 gallons over first 1,000 gallons	\$	1.75
		Sanitary sewer capital improvement and replacement fee		
		Minimum of 1,000 gallons	\$	1.96
		Price per 1,000 gallons over first 1,000 gallons	\$	2.87
2.		Rates for commercial:		
		Minimum of 1,000 gallons	\$	20.91
		Price per 1,000 gallons over first 1,000 gallons	\$	1.73
		Sanitary sewer capital improvement and replacement fee		
		Minimum of 1,000 gallons	\$	1.96
		Price per 1,000 gallons over first 1,000 gallons	\$	2.87

The above minimum shall be paid whether or not the specified number of gallons is used. All sewer in excess of the minimum provided by this section shall be charged at the above scheduled rates. The amount of gallons of sanitary sewer usage shall be determined by and equal to the amount of gallons of water usage for each charging unit, except as otherwise provided by contract.

[8-1-148-1-14](#)

- B. Units Not Connected to City Water: All residential and commercial charging units which are not connected with City water shall pay the minimum charge per charging unit plus an additional charge of eight dollars (\$8.00) per charging unit per month.
- C. Annual Increase of Rates: The rates and fees charged pursuant to this section shall increase by 5.5 percent annually, effective January 1 of each year beginning in 2015.
- D. Sewer Charge Adjustments: Without regard to the service period and except as herein provided, all residential sewer customer billings shall provide for summer reduced sewer and sewer improvement charges when the customer uses both the City provided water and sewer services. The summer reduced sewer and sewer improvement billing will be computed by reducing the price per one thousand (1,000) gallons after the first one thousand (1,000) gallons by twenty percent (20%), based on water consumption.

Sewer gallons	\$ 1.40	per 1,000 gallons after first 1,000
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Sewer improvement gallons	\$ 2.30	per 1,000 gallons after first 1,000

This summer reduced billing will be charged for the months of May through September billings.

E. Capital Improvement and Replacement Account; Damage Assistance Subaccount:

1. There shall be created an account within the Enid Municipal Authority entitled the sanitary sewer system capital improvement and replacement account (hereinafter "account") wherein the one dollar fifty cents (\$1.50) per charging unit minimum, plus two dollars (\$2.00) per one thousand (1,000) gallons after first one thousand (1,000) gallons from the sanitary sewer rate segregated for this purpose shall accrue. An amount equal to all revenue derived from this fee shall be monthly computed and transferred to such account, subject to the covenants contained in the Enid Municipal Authority bond indentures, which covenants include the duty to pay the debt service attributable to the Enid Municipal Authority bonds previously issued and any requirement contained in such indentures; provided, that such revenue shall first be deposited in certain indentured funds and accounts. All monies contained in the account shall be expended solely for sanitary sewer system capital improvement projects, except as provided hereinbelow.
2. On December 1, 1993, sixty thousand dollars (\$60,000.00) shall be transferred from the account to the sanitary sewer backup damage and backflow prevention system subaccount (hereinafter "subaccount"). The monies contained in the subaccount shall be used: a) to assist sanitary sewer utility customers (hereinafter "customers") with damages that occur, through no fault of customer, due to continual and persistent sanitary sewer backups into the customer's private property, after the application by the City and/or Authority of all reasonable operational and maintenance procedures for resolving the condition; and b) for the installation of backflow prevention systems on such private property to help alleviate further occurrences.
3. Subject to annual appropriation and budget approval, the Chairman and Trustees of the Enid Municipal Authority may, on July 1, 1994, and on such day of each succeeding year, transfer from the account to the subaccount an amount of money necessary to restore the sixty thousand dollars (\$60,000.00) to be used for the purposes as provided herein. The following regulations shall apply in order for any customer to receive financial assistance from the subaccount:
 - a. Any customer who has damage to any home, building or structure caused by the public sanitary sewer system due to continual and persistent sanitary sewer backups into such customer's private property, not covered by any negligence on the part of the customer, after the application by the City and/or Authority of all reasonable operational and maintenance procedures for resolving the condition, may file an application with the

City Clerk for financial assistance. Such application shall contain such information as required by the City Manager and shall contain a verification clause. The City Engineer or his designee shall review such application to determine whether the sanitary sewer backup event falls within the purview of this program. The City Engineer's determination shall be provided in writing to the customer. In the event that the City Engineer determines that the backup event is covered under this program as provided hereinabove, then the customer shall provide the receipts for the cost of the repairs, replacements or installations necessitated due to the sewer backup, including the receipts for the installation of the backflow prevention system, and which receipts shall further show that such work has been performed or material or equipment replaced or installed and paid for by the customer.

- b. All applications must be filed within ninety (90) days after the date the customer is notified that the City's insurance will not be paying said claim. The maximum amount paid on any application based on a single occurrence shall be five thousand dollars (\$5,000.00). Such funds shall be allocated on a first come, first serve basis, and no additional City or Authority funds shall be used to make reimbursement under this program and subaccount. All claims for damages must be reasonable. Reimbursement shall not exceed fifty percent (50%) of the actual, reasonable damages incurred, including the actual cost of installation of a backflow prevention system as approved by the City Engineer, which system shall include a manual shutoff valve and/or sump pump.
- c. No reimbursement shall be made unless the customer: 1) first files a claim with the City's insurance and is turned down by the insurance carrier; and 2) installs the backflow prevention system or systems as required to provide protection for all buildings subject to damage by the public sanitary sewer system located at or adjacent to the damaged home, building or structure; and 3) executes a contract with the City permitting the right, but not the duty or obligation, to inspect such backflow prevention system; and 4) signs a release and waiver releasing the City and all its employees and officers from any and all liability based on the sewer backflow occurrence and any and all damage that may be occasioned in the future by the backflow prevention system. No home, building or structure fitted with a backflow prevention system with any funds from this subaccount shall be eligible for future funding from the subaccount. Any loss claim paid to customer by any insurance policy due to the sewer backup event shall be deducted from the total amount sought by customer for reimbursement.
- d. In the event that the City is deemed to be legally liable for the damage due to the backflow of sewage into any home, building or structure, any such

claim or judgment shall be paid in accordance with the City's insurance, and not in accordance with this section.

- e. The City Engineer or his designee shall review all applications and implement the terms of this section to the extent of available funding.
- f. Nothing contained in this section shall be deemed to place any duty or obligation on the City or Authority to pay such funds to any person, such program being at the sole option and discretion of the Mayor and Board of Commissioners and/or the Chairman and Trustees of the Enid Municipal Authority. (Ord. 2009-02, 1-6-2009)

Section IV: Effective date. This Ordinance shall become effective September 15, 2014.

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

Section VI: 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 VII: 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 VIII: Codification. This ordinance shall be codified as Title 2, Chapter 6, Article E, Sections 2-6E-3, 2-6E-5 and 2-6E-6 of the Enid Municipal Code, 2014.

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

CITY OF ENID, OKLAHOMA

William E. Shewey, Mayor

(SEAL)

ATTEST:

City Clerk, Linda Parks

Approved as to Form and Legality:

Andrea L. Chism, City Attorney

ORDINANCE NO. 2014-

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 2, ENTITLED "FINANCE AND TAXATION," CHAPTER 6, ENTITLED "FEE SCHEDULE," ARTICLE E, ENTITLED "UTILITIES FEES AND CHARGES," AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 2, ENTITLED "FINANCE AND TAXATION," CHAPTER 6, ENTITLED "FEE SCHEDULE," ARTICLE E, ENTITLED "UTILITIES FEES AND CHARGES," SECTION 2-6E-3 TO ALLOW FOR MONTHLY RENTAL OF FIRE HYDRANT METERS AND SETTING A FEE THEREFORE; AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 2, ENTITLED "FINANCE AND TAXATION," CHAPTER 6, ENTITLED "FEE SCHEDULE," ARTICLE E, ENTITLED "UTILITIES FEES AND CHARGES," SECTION 2-6E-5 TO ADJUST WATER RATES TO THE CURRENT RATE, PROVIDE FOR AN ANNUAL INCREASE IN RATES, TO DECREASE THE WATER RATES FOR USERS OUTSIDE OF CITY LIMITS, TO MERGE THE INDUSTRIAL AND INSTITUTIONAL USER CATEGORIES INTO THE COMMERCIAL CATEGORY; AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 2, ENTITLED "FINANCE AND TAXATION," CHAPTER 6, ENTITLED "FEE SCHEDULE," ARTICLE E, ENTITLED "UTILITIES FEES AND CHARGES," SECTION 2-6E-6 TO ADJUST SEWER CHARGES TO CURRENT RATES; PROVIDING FOR EFFECTIVE DATE, REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.

ORDINANCE

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

Section I: That Title 2, Chapter 6, Article E, Section 2-6E-3 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

2-6E-3: FIRE HYDRANT CONNECTION CHARGE:

The fee required by section [8-1-12](#) of this code shall be one hundred dollars (\$100.00), plus the applicable thousand gallon charge for water used. Starting in the second billing a fifty dollar (\$50.00) monthly rent will be charged, plus the applicable thousand gallon charge for water used.(Ord. 2006-22, 9-19-2006, eff. 11-1-2006)

Section II: That Title 2, Chapter 6, Article E, Section 2-6E-5 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

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

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

1.	Residential		
		Rates(amount in gallons of water service):	
		Minimum of 1,000 gallons	\$ 10.46
		Price per 1,000 gallons over first 1,000 gallons to 6,999 gallons	\$ 3.57
		Price per 1,000 gallons thereafter (this rate expires in 2016)	\$ 4.63
2.	Commercial:		
		Rates	
		Minimum of 1,000 gallons	\$ 20.91
		Price per 1,000 gallons over first 1,000 gallons	\$ 3.57
3.	Irrigation meters		
		Residential irrigation meters (with meter on property where there is regular meter):	
		Price per 1,000 gallons for 6,999 gallons or less	\$ 3.57
		Price per 1,000 gallons over first 6,999 gallons (this rate expires in 2016)	\$ 4.63
		Commercial rates	
		Price per 1,000 gallons for 49,999 gallons or less	\$ 3.57
		Price per 1,000 gallons over first 49,999 gallons (this rate expires in 2016)	\$ 4.63
		Irrigation meters on property without a regular meter:	
		Base rate for first 1,000 gallons	\$ 10.46
		Price per 1,000 gallons for 1,001 gallons to 6,999	\$ 3.57

			gallons	
			Price per 1,000 gallons over first 6,999 gallons(this rate expires in 2016)	\$4.63

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

B. Discount for Multiple Charging Units to Compensate For Vacancies:

1. Residential: An account that has multiple charging units as defined in section [8-1-14](#) of this code, on a common water meter and/or combined billing shall pay nine dollars and forty-one cents (\$9.41) per charging unit regardless of vacancy rate for residential service inside the City limits, for water billed. The account will receive a separate one thousand (1,000) gallon minimum for each charging unit regardless of vacancy rate.
2. Commercial: An account that has multiple charging units, as defined in section [8-1-14](#) of this code, on a common water meter and/or combined billing shall pay eighteen dollars and eighty-two cents (\$18.82) per charging unit regardless of vacancy rate for commercial services inside the City limits, for water billed. The account will receive a separate one thousand (1,000) gallon minimum for each charging unit regardless of vacancy rate.

C. Mobile Home Parks: All water in excess of the aforementioned minimums shall be charged at the above scheduled rates; provided, however, the owner of a mobile home park who has elected to license less than the total number of lots available at the site of such park shall pay nine dollars ninety one cents (\$10.46) minimum per charging unit for the first one thousand (1,000) gallons used per licensed mobile home. If the owner of a mobile home park has not licensed such park, the owner shall pay nine dollars ninety one cents (10.46) minimum per lot available.

D. Incorporated Entities: Political subdivisions, rural water districts and associations, or similar entities incorporated for the purpose of supplying customers or residents with water service, receiving water from the City through a common water meter, shall pay four dollars sixty-three cents (\$4.63) per one thousand (1,000) gallons furnished. An agreement to supply water to such user shall be by formal contract. The rates for 2015 shall be five dollars (\$5.00) per one thousand (1,000) gallons. Starting in 2016 the rates will be 5.5% higher than the ordinance rates in sub-section G.1.

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

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

G. Annual Increase of Rates:

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

2015	\$	4.47
2016	\$	5.82
2017	\$	7.01
2018	\$	7.55

The price per thousand gallons of water for residential accounts for consumption up to six thousand nine hundred ninety nine (6,999) gallons shall increase each year on January 1 in the same manner as commercial accounts.

2. All other rates and fees charged pursuant to this section shall increase by 5.5 percent annually, effective January 1 of each year beginning in 2015.

H. Emergency Water Conservation Rates: When the Mayor and Board of Commissioners find that it is necessary to institute emergency water conservation measures, the rates in this section shall not apply and shall be replaced by the emergency water conservation rates listed in section [8-2-15](#) of this code. (Ord. 2012-16, 8-7-2012; amd. Ord. 2013-37, 8-6-2013)

Section III: That Title 2, Chapter 6, Article E, Section 2-6E-6 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

2-6E-6: SEWER SERVICE CHARGES INSIDE CITY; BILLING:

- A. Rates Enumerated: The rates and charges established in subsection [8-1-14B1](#) of this code for the use of the sanitary sewer system to be levied against each charging unit within the City shall be as follows:

1.	Residential (amount in gallons of sanitary sewer service):		
	Minimum of 1,000 gallons	\$	10.46
	Price per 1,000 gallons over first 1,000 gallons	\$	1.75
	Sanitary sewer capital improvement and replacement fee		
	Minimum of 1,000 gallons	\$	1.96

			Price per 1,000 gallons over first 1,000 gallons	\$	2.87
2.	Rates for commercial:				
			Minimum of 1,000 gallons	\$	20.91
			Price per 1,000 gallons over first 1,000 gallons	\$	1.73
			Sanitary sewer capital improvement and replacement fee		
			Minimum of 1,000 gallons	\$	1.96
			Price per 1,000 gallons over first 1,000 gallons	\$	2.87

The above minimum shall be paid whether or not the specified number of gallons is used. All sewer in excess of the minimum provided by this section shall be charged at the above scheduled rates. The amount of gallons of sanitary sewer usage shall be determined by and equal to the amount of gallons of water usage for each charging unit, except as otherwise provided by contract.

B. Discount for Multiple Charging Units to Compensate For Vacancies:

1. Residential: An account that has multiple charging units as defined in section [8-1-14](#) of this code on a common water meter and/or combined billing shall pay nine dollars forty-one cents (\$9.41) per charging unit regardless of vacancy rate for sewer billed. The account will receive a separate one thousand (1,000) gallon minimum for each charging unit regardless of vacancy rate. Provided, however, the owner of a mobile home park who has elected to license less than the total number of lots available on the site of such park shall pay ten dollars forty-six cents (\$10.46) minimum per mobile charging unit for the first one thousand (1,000) gallons used per licensed mobile home. If the owner of a mobile home park has not licensed such park, the owner shall pay ten dollars forty-six cents (\$10.46) per lot available.
2. Commercial: An account that has multiple charging units as defined in section [8-1-14](#) of this code on a common water meter and/or combined billing shall pay eighteen dollars eighty-two cents (\$18.82) per charging unit regardless of vacancy rate for sewer billed. The account will receive a separate one thousand (1,000) gallon minimum for each charging unit regardless of vacancy rate.

C. Units Not Connected to City Water: All residential and commercial charging units which are not connected with City water shall pay the minimum charge per charging unit plus an additional charge of eight dollars (\$8.00) per charging unit per month.

- D. Annual Increase of Rates: The rates and fees charged pursuant to this section shall increase by 5.5 percent annually, effective January 1 of each year beginning in 2015.
- E. Sewer Charge Adjustments: Without regard to the service period and except as herein provided, all residential sewer customer billings shall provide for summer reduced sewer and sewer improvement charges when the customer uses both the City provided water and sewer services. The summer reduced sewer and sewer improvement billing will be computed by reducing the price per one thousand (1,000) gallons after the first one thousand (1,000) gallons by twenty percent (20%), based on water consumption.

Sewer gallons	\$ 1.40	per 1,000 gallons after first 1,000
Sewer improvement gallons	\$ 2.30	per 1,000 gallons after first 1,000

This summer reduced billing will be charged for the months of May through September billings.

- F. Capital Improvement and Replacement Account; Damage Assistance Subaccount:
1. There shall be created an account within the Enid Municipal Authority entitled the sanitary sewer system capital improvement and replacement account (hereinafter "account") wherein the one dollar fifty cents (\$1.50) per charging unit minimum, plus two dollars (\$2.00) per one thousand (1,000) gallons after first one thousand (1,000) gallons from the sanitary sewer rate segregated for this purpose shall accrue. An amount equal to all revenue derived from this fee shall be monthly computed and transferred to such account, subject to the covenants contained in the Enid Municipal Authority bond indentures, which covenants include the duty to pay the debt service attributable to the Enid Municipal Authority bonds previously issued and any requirement contained in such indentures; provided, that such revenue shall first be deposited in certain indentured funds and accounts. All monies contained in the account shall be expended solely for sanitary sewer system capital improvement projects, except as provided hereinbelow.
 2. On December 1, 1993, sixty thousand dollars (\$60,000.00) shall be transferred from the account to the sanitary sewer backup damage and backflow prevention system subaccount (hereinafter "subaccount"). The monies contained in the subaccount shall be used: a) to assist sanitary sewer utility customers (hereinafter "customers") with damages that occur, through no fault of customer, due to continual and persistent sanitary sewer backups into the customer's private property, after the application by the City and/or Authority of all reasonable operational and maintenance procedures for resolving the condition; and b) for the installation of backflow prevention systems on such private property to help alleviate further occurrences.
 3. Subject to annual appropriation and budget approval, the Chairman and Trustees of the Enid Municipal Authority may, on July 1, 1994, and on such day of each

succeeding year, transfer from the account to the subaccount an amount of money necessary to restore the sixty thousand dollars (\$60,000.00) to be used for the purposes as provided herein. The following regulations shall apply in order for any customer to receive financial assistance from the subaccount:

- a. Any customer who has damage to any home, building or structure caused by the public sanitary sewer system due to continual and persistent sanitary sewer backups into such customer's private property, not covered by any negligence on the part of the customer, after the application by the City and/or Authority of all reasonable operational and maintenance procedures for resolving the condition, may file an application with the City Clerk for financial assistance. Such application shall contain such information as required by the City Manager and shall contain a verification clause. The City Engineer or his designee shall review such application to determine whether the sanitary sewer backup event falls within the purview of this program. The City Engineer's determination shall be provided in writing to the customer. In the event that the City Engineer determines that the backup event is covered under this program as provided hereinabove, then the customer shall provide the receipts for the cost of the repairs, replacements or installations necessitated due to the sewer backup, including the receipts for the installation of the backflow prevention system, and which receipts shall further show that such work has been performed or material or equipment replaced or installed and paid for by the customer.
- b. All applications must be filed within ninety (90) days after the date the customer is notified that the City's insurance will not be paying said claim. The maximum amount paid on any application based on a single occurrence shall be five thousand dollars (\$5,000.00). Such funds shall be allocated on a first come, first serve basis, and no additional City or Authority funds shall be used to make reimbursement under this program and subaccount. All claims for damages must be reasonable. Reimbursement shall not exceed fifty percent (50%) of the actual, reasonable damages incurred, including the actual cost of installation of a backflow prevention system as approved by the City Engineer, which system shall include a manual shutoff valve and/or sump pump.
- c. No reimbursement shall be made unless the customer: 1) first files a claim with the City's insurance and is turned down by the insurance carrier; and 2) installs the backflow prevention system or systems as required to provide protection for all buildings subject to damage by the public sanitary sewer system located at or adjacent to the damaged home, building or structure; and 3) executes a contract with the City permitting the right, but not the duty or obligation, to inspect such backflow prevention system; and 4) signs a release and waiver releasing the City and all its employees and officers from any and all liability based on the

sewer backflow occurrence and any and all damage that may be occasioned in the future by the backflow prevention system. No home, building or structure fitted with a backflow prevention system with any funds from this subaccount shall be eligible for future funding from the subaccount. Any loss claim paid to customer by any insurance policy due to the sewer backup event shall be deducted from the total amount sought by customer for reimbursement.

- d. In the event that the City is deemed to be legally liable for the damage due to the backflow of sewage into any home, building or structure, any such claim or judgment shall be paid in accordance with the City's insurance, and not in accordance with this section.
- e. The City Engineer or his designee shall review all applications and implement the terms of this section to the extent of available funding.
- f. Nothing contained in this section shall be deemed to place any duty or obligation on the City or Authority to pay such funds to any person, such program being at the sole option and discretion of the Mayor and Board of Commissioners and/or the Chairman and Trustees of the Enid Municipal Authority. (Ord. 2009-02, 1-6-2009)

Section IV: Effective date. This Ordinance shall become effective September 15, 2014.

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

Section VI: 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 VII: 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 VIII: Codification. This ordinance shall be codified as Title 2, Chapter 6, Article E, Sections 2-6E-3, 2-6E-5 and 2-6E-6 of the Enid Municipal Code, 2014.

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

CITY OF ENID, OKLAHOMA

William E. Shewey, Mayor

(SEAL)

ATTEST:

City Clerk, Linda Parks

Approved as to Form and Legality:

Andrea L. Chism, City Attorney

ORDINANCE NO. 2014-

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 8, ENTITLED "UTILITIES," CHAPTER 2, ENTITLED "WATER SYSTEM," SECTION 8-2-15 TO UPDATE CHARGES TO CURRENT RATES; PROVIDING FOR EFFECTIVE DATE, REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.

ORDINANCE

Section I: That Title 8, Chapter 2, Section 8-2-15 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

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

- A. Preventing Waste; Maintaining Lines and Fixtures: All persons using water from the water system shall exercise reasonable measures to prevent the wanton or negligent waste thereof and prevent threats to the health, safety, or welfare of the public by maintaining all private water lines and pipe between the outlet side of the water meter and all fixture openings in watertight and nonleaking condition and in accordance with all City standards and specifications.
- B. Cutoff Valve: Such persons shall install and maintain an approved cutoff valve in the private supply line for use in shutting off water during the periods that repairs in any private water lines are necessary.
- C. Owner or Occupant Responsibility: All such repairs, and all maintenance and the expense thereof shall be the responsibility of the owner or occupant of the premises affected.
- D. Failure to Make Repairs; Termination of Service: If any owner or occupant fails or refuses to make or cause to be made such repairs as necessary to stop a leaky condition, his failure or refusal shall be cause for the temporary termination by the City of water services at the premises.
- E. Notice of Termination of Service: The City shall provide the owner or occupant twenty four (24) hours' notice prior to the termination of water service hereunder.
- F. Proof of Making Repairs: Should said necessary repairs be made by a licensed plumber or should arrangements be made by and between the owner or occupant and a licensed plumber for said necessary repairs to be made within a time period acceptable to the Utility Billing Director or his designated representative, and should said necessary repairs or arrangements for repairs be reasonably verifiable by the Utility Billing Director within said twenty four (24) hour notice period, then service to said premises shall not be terminated hereunder. However, should said necessary repairs not have been made pursuant to the standards, specifications, and requirements of the City, or should said

repairs not have been made within a reasonable time pursuant to said arrangements, then said water service may be terminated without further notice.

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

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

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

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

1.	Emergency water conservation residential rates:				
		Rates for all residential customers (amount in gallons of water service):			
			Minimum of 1,000 gallons	\$	10.46
			Price per 1,000 gallons for 6,999 gallons or less		3.57
			Price per 1,000 gallons over first 6,999 gallons to 10,999 gallons	\$	4.63
			Price per 1,000 gallons thereafter	\$	11.13
2.	Emergency water conservation rate for irrigation meters:				
		Residential irrigation meters (with meter on property where there is a household meter):			
			Price per 1,000 gallons for 6,999 gallons or less	\$	3.57
			Price per 1,000 gallons over first 6,999 gallons to 10,999 gallons	\$	4.63

			Price per 1,000 gallons over first 10,999 gallons	\$	11.13
			Irrigation meters on property without a household meter:		
			Base rate for first 1,000 gallons	\$	10.46
			Price per 1,000 gallons for 1,001 to 6,999 gallons	\$	3.57
			Price per 1,000 gallons over first 6,999 gallons to 10,999 gallons	\$	4.63
			Price per 1,000 gallons over first 10,999 gallons	\$	11.13
			Commercial rates:		
			Price per 1,000 gallons for 5,999 gallons or less	\$	3.57
			Price per 1,000 gallons over first 6,999 gallons to 33,999 gallons	\$	4.63
			Price per 1,000 gallons over first 33,999 gallons	\$	11.13

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

I. Violation of Emergency Water Conservation Measures: No person shall fail to comply with the City's request to conserve water as described above. Upon receiving information that a citizen has not complied, the City Attorney's Office may file a charge in municipal court for "violation of water conservation ordinance", the punishment of which may result in a fine up to one hundred dollars (\$100.00), plus costs, for each day the defendant violates this subsection. (Ord. 2013-37, 8-6-2013)

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

[Footnote 1](#): State law reference - waterworks and water supplies generally, 11 OS § 37-101 et seq.

[Footnote 2](#): See subsection [8-1-7A](#) of this title for notice requirement before turning off for nonpayment of bill.

Section II: Effective Date. This Ordinance shall become effective September 15, 2014.

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

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

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

Section VI: Codification. This ordinance shall be codified as Title 8, Chapter 2, Section 8-2-15 of the Enid Municipal Code, 2014.

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

CITY OF ENID, OKLAHOMA

William E. Shewey, Mayor

(SEAL)

ATTEST:

City Clerk, Linda Parks

Approved as to Form and Legality:

Andrea L. Chism, City Attorney

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF ENID
AND
THE PACE GROUP**

This Professional Services Agreement, hereinafter referred to as the “Agreement” is made by and between the City of Enid, Oklahoma, an Oklahoma Municipal Corporation, hereinafter referred to as the “City,” and The PACE Group, Inc., a Mississippi Corporation, hereinafter referred to as “PACE.”

WITNESSETH

WHEREAS, the City is seeking to fill the position of City Manager.

WHEREAS, PACE desires to provide assistance to the City in the identification and selection of one individual qualified to serve as City Manager; and,

WHEREAS, the parties hereto desire to set forth their mutual understandings and agreements regarding the services to be performed by PACE.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other goods and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Engagement of PACE. The City hereby engages PACE to perform certain professional services for the benefit of the City. PACE accepts such engagement pursuant to the terms and conditions set forth herein.
2. Scope of Engagement. PACE will conduct an in-depth search for qualified candidates, which shall include the following steps.
 - a. Client Needs Assessment. PACE personnel will talk with the search committee to review the requirements and to discuss the desired background, experience and personality of the desired candidates. John Lovorn and Carlton Schwab will interview key City officials and staff.
 - b. Position Specification. PACE will prepare and submit to the City a job specification sheet for this position. This is called the Needs Assessment.
 - c. Research. PACE will identify sources likely to produce candidates who will meet the needs of the City for this position.
 - d. Contacts and Interviews. PACE will conduct telephone discussions and personal interviews with a broad spectrum of potential candidates who have been identified through the research of PACE.

- e. Presentation. PACE will present candidates deemed worthy, by PACE, of consideration by the City Search Committee members. PACE will present three (3) to five (5) individuals for the position to the City Search Committee following the completion of the contact and interview efforts. In the event the candidates presented are not acceptable, PACE will continue its search until an acceptable candidate is confirmed by the City Search Committee members.
 - f. Client Interviews. PACE will schedule interviews between the City Search Committee and candidates selected to interview for the position.
 - g. Reference Checks. PACE will provide an in-depth reference check of each of the final candidates chosen by City Search Committee prior to the final interview by the City and extension of an offer to said candidate. Said reference checking shall consist of telephone or personal interviews by PACE personnel of former supervisors, subordinates, peers and others having knowledge of each of the selected candidates. PACE will conduct full financial and Criminal Background Checks on candidates that are presented.
 - h. Personality Testing. Because a “good fit” between the City and the future City Manager is required, The PACE Group recommends that a thorough personality test be administered by PACE for each candidate. From the test results, a complete personality work profile will be developed. This profile will delineate the management style of each candidate and his or her preferred working environment.
 - i. Offer. PACE will work closely with the City Search Committee in developing a responsible offer to the candidate selected.
3. Staffing. The executive search provided by PACE will be conducted by PACE President John M. Lovorn, Jr. He will be assisted by Carlton Schwab from Austin, Texas and Kristy Smith of Mississippi.
4. Fees. PACE’ fee for conducting the Executive Search outlined above is 33.33% of the first year base salary of the candidate selected by the City, plus actual direct out-of-pocket expenses. PACE’ expenses will held to a minimum. PACE shall invoice the City upon the milestones set forth below. City shall generally pay invoices within thirty (30) days of receipt of invoice.
- a. PACE’ fee shall be earned according to the following schedule:
 - 1) Twelve Thousand Dollars (\$12,000.00) upon the completion of City interviews.

- 2) Twelve Thousand Dollars (\$12,000.00) upon completion of the candidate profiles. Payment of this amount is due upon the presentation of the selected candidates in written form to the selection committee.
 - 3) The balance upon acceptance of the candidate in written form approved by the Mayor and City Council.
- b. Out of Pocket Expenses: At the end of every month, PACE will invoice the City for actual direct out-of-pocket expenses incurred by PACE during the search process. Payment for direct out-of-pocket expenses shall generally be made within thirty (30) days of receipt of invoice. Direct out-of-pocket expenses include, but are not limited to, those set forth in Exhibit "A" attached hereto and incorporated herein.
5. Timing. The initial three (3) to five (5) candidates for this position will be presented, in written form, to the City Search Committee within ninety (90) days after the leadership interviews. PACE will continue to search for successful candidates until one (1) is approved by the Search Committee
6. Indemnification and Hold Harmless. PACE agrees to defend, indemnify and hold harmless the City and any and all officers, agents and employees of the City, from and against any and all claims, liabilities, losses and expenses arising out of, or resulting from, any and all activities conducted by PACE.
7. Guarantee. PACE will provide a one (1) year guarantee. Should the successful candidate leave for any reason within one (1) year of the candidate's hire date, PACE shall conduct a new executive search, charging the City only actual expenses and waiving the fee. . Example - Should Mrs. Jones be employed as the new CEO and decides to leave the organization within 365 days of the start of employment or should she be terminated by the organization then the PACE Group would conduct the search for no fee. We would request expenses.
8. Independent Contract Status of PACE. PACE is a separate legal entity from the City and the parties make this Agreement accordingly. By entering into this Agreement with PACE, the City does not delegate any decision making authority. PACE has no authority to obligate the City or any of its funds.
9. Default. Under this Agreement, default occurs when either party fails to keep, observe or perform any material agreement, term or provision of this Agreement to be kept, observed or performed by it and such conduct continues for a period of thirty (30) days after written notice thereof by the other party.
10. Termination, Remedies Upon Default:
 - a. 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 Agreement or to exercise any right or remedy provided in this Agreement 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 Agreement to the parties may be exercised from time to time and as often as may be deemed expedient by the parties.

- b. Upon default and in addition to any other remedies available to it on account of such event of default, either party may terminate this Agreement without further notice.
11. Employment Verification. The City requires all contractors to verify that employees working pursuant to contracts with the City are legally authorized to work in the United States. PACE agrees to verify and document the employment eligibility of all employees who may perform services pursuant to this Agreement. PACE also agrees to require all Subcontractors who perform services under this Agreement to verify and document the employment eligibility of all employees who may perform services pursuant to this Agreement.
12. Non-Discrimination. The parties hereto, for themselves and their successors and assigns, and for their Subcontractors, do hereby covenant and agree that no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this Agreement on the ground of race, color, age, sex, handicap, or national origin; and that, in carrying out the terms and conditions of this Agreement, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or nation origin.
13. Compliance with Laws. PACE shall conduct its business under the terms of this Agreement in such a manner that it does not violate Federal, State, or local laws or regulations applicable to the conduct of its operations under the terms of this Agreement.
14. Interpretation of Law. This Agreement shall be deemed to have been made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma.
15. Venue. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties in the courts of the State of Oklahoma, County of Garfield, or, if it has or can acquire jurisdiction, in the United States District Court for the Western District of Oklahoma, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

- 23. Bargaining. The City and PACE have had the opportunity to seek independent legal counsel before entering into this Agreement. The language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against either party.
- 24. Counterparts. This Agreement may be executed in any number of counterparts, and when each party has signed and delivered to the other at least one (1) such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one (1) agreement; provided, however, this Agreement shall not be binding upon the parties hereto until signed by all of the parties.
- 25. Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Agreement, except as provided expressly herein.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year last written below

Date: _____

"CITY"
 The City of Enid, Oklahoma,
 an Oklahoma Municipal Corporation

 William E. Shewey, Mayor

(SEAL)

ATTEST:

 Linda Parks, City Clerk

Approved as to form and legality:

 Andrea L. Chism, City Attorney

Date: _____

"PACE"
The PACE Group, Inc.,
a Mississippi Corporation

John Lovorn, Jr., President

ATTEST:

Corporate Secretary

EXHIBIT "A"

THE PACE GROUP

Out-of-Pocket Expenses

1. MOTELS: Mid range price motel.
2. FOOD: Reasonably-priced restaurants.
3. RENTAL CAR: We do not think we will need to rent a car unless we fly to go see someone.
4. PERSONAL VEHICLE MILEAGE: 56.5 (IRS Rate) cents per mile.
5. REPORT EXPENSES: Direct charges for notebooks, slides, quality paper, graphic design, etc.
6. FINALIST NOTEBOOKS: Exact costs of supplies. This is not much.
7. PERSONALITY ASSESSMENTS: For each candidate selected for a final interview, The PACE Group will provide assessments at \$150.00 per candidate.
8. BACKGROUND CHECKS: We will do the reference checks at no charge. Credit and criminal will be completed by The PACE Group for \$100 per candidate selected by the selection committee.
9. AIRLINES: The most economical airline possible. We will communicate costs of airline ticket to our direct reports. Normally Southwest airlines.
10. PACE will also provide a one year evaluation of the person selected for the position for no additional charge except expenses if needed.

**CONTRACT FOR PROFESSIONAL SERVICES BETWEEN
THE VANCE DEVELOPMENT AUTHORITY AND MIKE COOPER**

This Contract is made by and between the City of Enid, an Oklahoma Municipal Corporation and the Vance Development Authority, a Public Trust, together hereinafter referred to as the “City,” and Mike Cooper, an individual, hereinafter called “Contractor,” and supersedes any previous agreement between the parties.

WHEREAS, Contractor desires to continue to provide military and economic development consulting and marketing services to the City; and,

WHEREAS, the City desires to engage Contractor to provide the services described hereunder; and,

WHEREAS, the City deems this Contract, and the services to be performed hereunder, to be unique as a professional services contract.

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 Contractor. The City hereby engages Contractor for Contractor to perform certain professional services for the benefit of the City. Contractor accepts such engagement pursuant to the terms and conditions set forth herein.
2. Scope of Engagement. The purpose of this Contract is for Contractor to provide military and economic development consulting and marketing services to the City. Contractor shall use his good faith and best efforts to fulfill the following work, goals, and priorities. Such scope of work includes the following objectives:
 - a. Contractor shall monitor any Base Realignment and Closure (BRAC) actions with regard to the Department of Defense (DOD), the United States Air Force, and Federal and State Governments.
 - b. Contractor shall maintain contact with the Oklahoma Strategic Military Planning Commission, State of Oklahoma legislative bodies and executive branch, Members of Congress, the Oklahoma Washington delegation, and the Staffs of the Authorization and Appropriations Committees.
 - c. Contractor shall assist the City of Enid and the VDA with respect to military appropriations for base improvements.
 - d. Contractor shall assist the City of Enid and the VDA with respect to expanding missions or developing new missions for Vance Air Force Base.

- e. Contractor shall make himself available, as directed by the Chair of the VDA, the Mayor of the City of Enid, for general economic development work and act as a liaison between the VDA and City of Enid and the State of Oklahoma and the federal government.
 - f. Contractor shall represent the City, not only during the term of this Contract, but upon renewal of the Contract as well, at the same monthly rate.
 - g. Contractor shall work directly with and take guidance from the Chairman of the VDA or his designee.
 - h. Contractor shall provide to the City, no later than April 30 annually, a budget for out of state travel.
 - i. Contractor shall provide monthly reports to the VDA and the Mayor and Board of Commissioners of the City of Enid at designated meetings. Contractor is responsible for coordinating the scheduling of those reports.
3. Term. This Contract shall be effective from the 1st day of September, 2014, through the 30th day of June, 2019. This Contract is subject to budget appropriation by the VDA and the City of Enid. If sufficient funds are not appropriated by the City Commission and allocated for payment under this Contract for any future fiscal year, then City shall terminate this Contract on the last day of any fiscal year, without future obligations, liabilities, or penalties, except for amounts due up to the time of termination.
4. Compensation. The City and Contractor agree that Contractor will be compensated in the amount of ten thousand dollars (\$10,000.00) per month to provide the services as described in Paragraph 2. The first payment shall be due on September 1, 2014, and subsequent payments are due within thirty (30) days of receipt of an invoice.
- a. VDA will also provide Contractor with a laptop computer for his business use.
 - b. City will reimburse Contractor for monthly cell phone service. Any additional calls over the base plan shall be paid for by Contractor and not reimbursed by the City.
 - c. City will reimburse Contractor for out-of-pocket expenses, travel expenses, and lodging that may be required in connection with the performance of services under this Contract. Any such expenses shall be approved, in advance, by the VDA. Contractor shall obtain approval from VDA for any single ordinary expense over one thousand dollars (\$1,000.00).
 - d. Contractor shall submit monthly invoices to the City of Enid for consulting services and related expenses. Expenses shall be invoiced at actual direct cost and shall be accompanied by supporting documentation.

- e. Contractor shall not be entitled to any additional compensation by reason of any service he may perform for the VDA, the City of Enid or any of the City of Enid's Trusts or Committees which comprise the activity of the City of Enid.
5. Continuation of Professional Services. Both parties should confer prior to the last six (6) months of this Contract to determine whether a renewal of this Contract is in the best interest of both parties. In the event that City decides to continue its engagement of Contractor to perform certain professional services beyond the term of this Contract, a new contract shall be executed.
6. Independent Contractor Status. Contractor is a separate, legal entity from the City and the parties make this Contract accordingly. All persons working for Contractor under this Contract shall be employees of Contractor and shall not be considered employees of the City. The hiring, discharge, supervision, and management of the employees of Contractor who provide services under this Contract, including, but not limited to, the determination from time to time of the qualifications of such Contractor employees who are required to perform the duties of Contractor, and the establishment, revision, and administration of wage scales, rates of compensation, conditions of employment, and job and position descriptions with respect to all such employees of Contractor hereunder shall be within the sole direction of Contractor.
7. Authority. By entering into this Contract with Contractor, the City does not delegate any decision-making authority to Contractor. Contractor's powers and purpose by virtue hereof are fact finding, informational, recommendatory, or advisory with no decision-making authority, whatsoever, in relation to City and its activities. The City maintains its autonomy to operate and accomplish its purpose and objectives as prescribed in its founding documents. Contractor has no authority to obligate the City or any of its funds but only has the use of certain VDA personal property as provided herein for professional services and shall only have use of the funds provided to Contractor pursuant to this Contract
8. 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.
9. Compliance with Laws. Contractor represents and warrants that he has the legal right and ability to represent the City and perform services under and pursuant to this Contract. Contractor shall, at all times, conduct his 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, including, but not limited to the Federal Acquisition Regulations and the Procurement Integrity Act and implementing regulations.

10. 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.
11. Venue. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Contract may be brought against any of the parties in the courts of the State of Oklahoma, County of Garfield, or, if it has or can acquire jurisdiction, in the United States District Court for the Western District of Oklahoma, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.
12. 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.
13. 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. 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.
14. Termination.
 - a. In the event Contractor decides to terminate this Contract, he must give the VDA six (6) months advance notice.
 - b. In the event the decision is made by the federal government to close Vance Air Force Base, this Contract shall automatically terminate within sixty (60) days of that decision, without future obligations, liabilities, or penalties, except for amounts due up to the time of termination.
 - c. If, for any reason, Contractor cannot perform the services required under this Contract, this Contract shall automatically terminate within thirty (30) days,

20. Binding Effect. This Contract binds the parties and any successors and assigns of the parties.
21. 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.
22. Bargaining. The City and the Contractor have had the opportunity to seek independent legal counsel before entering into this Contract. The language of this Contract shall be construed simply, according to its fair meaning, and not strictly for or against either party.
23. Counterparts. This Contract may be executed in any number of counterparts, and when each party has signed and delivered to the other at least one (1) such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one (1) agreement; provided, however, this Contract shall not be binding upon the parties hereto until signed by all of the parties.
24. Third Party Beneficiaries. Nothing in this Contract, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Contract, except as provided expressly herein.
25. Good Faith and Best Efforts. City and Contract 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.
26. Identity Theft Prevention. Contractor, for himself, successors, assigns, and subcontractors agree to familiarize themselves with 16 CFR § 681, Identity Theft Rules and 24 Okla. Stat. § 161 et seq., the Security Breach Notification Act. Contractor agrees to meet or exceed the guidelines set out in those laws, including, but not limited to, its policies and procedures regarding training of personnel, use of any personal information obtained, and reporting of “Red Flag” events.
27. Employment Eligibility Verification. The City requires all contractors to verify that employees working pursuant to contracts with the City are legally authorized to work in the United States. Contractor agrees to verify and document the employment eligibility of all employees who may perform services pursuant to this Contract. Contractor also agrees to require all subcontractors who perform services under this Contract to verify and document the employment eligibility of all employees who may perform services pursuant to this Contract.
28. Governmental Tort Claims Act. By entering into this Contract, the City and its “employees,” as defined by the Governmental Tort Claims Act, 51 Okla. Stat. § 151 et seq., do not waive sovereign immunity, any defenses, or any limitations of liability as

may be provided for by law. No provision of this Contract modifies and/or waives any provision of the Local Government Tort Claims Act.

29. Conflict of Interest. Contractor represents that there is currently no conflict of interest with his performance under this Contract. Specifically, Contractor is not and will not represent any facility involved in pilot training, and is not and will not represent any other base without the express written consent of the City. Moreover, Contractor shall obtain the VDA Chairman's authorization before consulting for any other economic development clients. If, at any time, it is believed that there is a potential conflict of interest, Contractor shall promptly advise the City and the City may, at its sole discretion, terminate this Contract or require Contractor to remove the conflict.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

SEPARATE SIGNATURE PAGES FOLLOW

SIGNATURE PAGE OF "CITY"

Date Signed: _____

City of Enid, Oklahoma,
an Oklahoma Municipal Corporation,

William E. Shewey, Mayor

ATTEST:

(SEAL)

Linda Parks, Secretary

Date Signed: _____

Vance Development Authority,
a Public Trust

William E. Shewey, Chairman

ATTEST:

(SEAL)

Linda Parks, Secretary

Approved as to form and legality:

Andrea L. Chism, City Attorney

SIGNATURE PAGE OF "CONTRACTOR"

Date: _____

"CONTRACTOR"
Mike Cooper, an Individual

WITNESS:

Signature

Printed Name and Title

RESOLUTION

A RESOLUTION INCREASING THE 2014-2015 FISCAL FINANCIAL PLAN FOR THE ENID MUNICIPAL AUTHORITY IN THE AMOUNT OF \$115,043.95 FOR PRIOR YEAR ENCUMBRANCES OUTSTANDING AS OF JUNE 30, 2014.

WHEREAS, the Enid Municipal Authority had \$115,043.95 in encumbered amounts as of June 30, 2014; and

WHEREAS, the fiscal financial plan for fiscal year 2014-2015 does not include these encumbrances from the prior fiscal year; and

WHEREAS, these prior year encumbrances must be paid from current fiscal year 2014-2015 funds;

AND NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND BOARD OF TRUSTEES OF THE ENID MUNICIPAL AUTHORITY, THAT THE ENID MUNICIPAL AUTHORITY 2014-2015 FISCAL FINANCIAL PLAN BE INCREASED FOR PRIOR YEAR 2013-2014 ENCUMBERED AMOUNTS IN THE FOLLOWING FUNDS AND DEPARTMENTS:

FUND 31 ENID MUNICIPAL AUTHORITY		\$115,043.95
Solid Waste Services	\$2,612.00	
Water Reclamation Services	\$69,046.30	
EMA Capital Asset Replacement	\$43,385.65	
TOTAL PRIOR YEAR ENCUMBRANCES 13-14		\$115,043.95

Adopted this 4th day of August 2014.

Chairman

(Seal)

ATTEST:

City Clerk

RESOLUTION

A RESOLUTION INCREASING THE 2014-2015 FISCAL FINANCIAL PLAN FOR THE ENID MUNICIPAL AUTHORITY IN THE AMOUNT OF \$68,861.00.

WHEREAS, the appropriated amounts for the 2014-2015 Enid Municipal Authority fiscal financial plan in the Enid Municipal Authority Operations Department must be increased by \$68,861.00 to provide funding for a property condemnation at 25 Woodlands Drive between Cleveland Street and Oakwood Road along Willow Road to allow for the planned widening of the street; and

WHEREAS, funds will be transferred from the Enid Municipal Authority (EMA) operating department to the Capital Improvement Fund Capital Improvement department to provide the necessary funding utilizing the 1% Sales Tax funds;

AND NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND BOARD OF TRUSTEES OF THE ENID MUNICIPAL AUTHORITY, THAT THE ENID MUNICIPAL AUTHORITY 2014-2015 FISCAL FINANCIAL PLAN BE INCREASED IN THE FOLLOWING AMOUNTS:

FUND 31 ENID MUNICIPAL AUTHORITY	
EMA Operations Department	\$68,861.00

Adopted this 4th day of August 2014.

Chairman

(Seal)

ATTEST:

City Clerk

RESOLUTION

A RESOLUTION INCREASING THE 2014-2015 FISCAL FINANCIAL PLAN FOR THE ENID ECONOMIC DEVELOPMENT AUTHORITY IN THE AMOUNT OF \$28,502.00 FOR PRIOR YEAR ENCUMBRANCES OUTSTANDING AS OF JUNE 30, 2014.

WHEREAS, the Enid Economic Development Authority had \$28,502.00 in encumbered amounts as of June 30, 2014; and

WHEREAS, the fiscal financial plan for fiscal year 2014-2015 does not include these encumbrances from the prior fiscal year; and

WHEREAS, these prior year encumbrances will be paid from current fiscal year 2014-2015 funds;

AND NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND BOARD OF TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY, THAT THE ENID ECONOMIC DEVELOPMENT AUTHORITY 2014-2015 FISCAL FINANCIAL PLAN BE INCREASED FOR PRIOR YEAR 2013-2014 ENCUMBERED AMOUNTS IN THE FOLLOWING FUNDS AND DEPARTMENTS:

FUND 32 ENID ECONOMIC DEVELOPMENT AUTHORITY	\$28,502.00
EEDA	28,502.00
TOTAL PRIOR YEAR ENCUMBRANCES 13-14	<hr/> \$28,502.00

Adopted this 4th day of August 2014.

Chairman

(Seal)

ATTEST:

City Clerk