

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 6:00 p.m. on the 19th 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 AUGUST 4, 2014.
- 5. AWARDS, PRESENTATIONS, AND ORGANIZATIONAL BUSINESS.
  - 5.1 PRESENT PET AVAILABLE FOR ADOPTION AT THE CITY ANIMAL SHELTER.
  - 5.2 PROCLAMATION.

#### 6. HEARINGS.

6.1 CONDUCT A PUBLIC HEARING REGARDING THE SUBMISSION OF THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR THE 2013 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR.

<u>BACKGROUND</u>: This is a companion to Item 8.1. The City of Enid, as an entitlement city, is required to submit a CAPER to the Department of Housing and Urban Development (HUD) within 90 days of the close of the program year. The CAPER has been prepared and made available for public inspection. The 15-day comment period will expire on August 22, 2014 and the City of Enid will submit the report to HUD along with a narrative of public comments received during the comment period and during the public hearing. The CAPER is due to HUD on or before September 30, 2014.

**BUDGETED ITEM:** Not applicable.

**FUNDING SOURCE:** Not applicable.

<u>ATTACHMENT</u>: None. The CAPER is available for review in the Office of the City Clerk.

**RECOMMENDATION**: Conduct public hearing.

**PRESENTER**: Stephanie Carr, CDBG Administrator.

6.2 HEAR THE APPEAL OF BOB BERRY CONCERNING THE SUBDIVISION DESIGN STANDARDS ORDINANCE, SECTION 12-6-6: B. FOR PARCEL 3E IN THE REPLAT OF PART OF LOT 3, BOBSFARM 8TH ADDITION.

<u>BACKGROUND:</u> This is a companion to Items 6.3 and 7.1. Bobsfarm 8th Addition is located at the southwest corner of Mill Run and the Owen K. Garriott frontage road.

Section 12-6-6: B requires all lots shall abut their full frontage on a publicly dedicated street or a street that has received the legal status as such. Parcel 3E only has 50 feet of frontage on to Mill Run.

The options include:

1. Approve the replat as presented with Parcel 3E having only 50 feet of lot frontage onto Mill Run.

- 2. Approve the replat by determining the easement "Lowes Drive" has the same legal status as a publicly dedicated street.
- 3. Approve the replat contingent Lowes Drive is a platted private street giving it the same legal status as a publicly dedicated street. Three examples of platted private streets are Westedge Subdivision, El Paseo and Rolling Oaks Drive.

The Metropolitan Area Planning Commission (MAPC) unanimously recommended denial of option 1 and 2 and recommended approval of the replat contingent Lowes Drive is platted i.e. option 3 above, at their June 17, 2014 meeting.

**BUDGETED ITEM**: Not applicable.

**FUNDING SOURCE**: Not applicable.

**ATTACHMENTS**: Final Replat and June 17, 2014 MAPC Minutes.

**RECOMMENDATION**: Hear appeal.

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

6.3 HEAR THE APPEAL OF BOB BERRY CONCERNING THE NUMBERING BUILDING ORDINANCE FOR PARCELS 3A AND 3E IN THE REPLAT OF PART OF LOT 3, BOBSFARM 8TH.

<u>BACKGROUND</u>: This is a companion to Items 6.2 and 7.1. Bobsfarm 8th Addition is located at the southwest corner of Mill Run and the Owen K. Garriott frontage road.

The applicant wants Parcel 3A addressed as 5117 West Owen K. Garriott Road and Parcel 3E addressed as 5103 West Owen K. Garriott Road.

The addresses per the Numbering Building Ordinance are:

- 1. Parcel 3A is 5011 West Owen K. Garriott Road.
- 2. Parcel 3E is 702 Mill Run or
- 3. Parcel 3E is 5015 Lowes Drive, if Lowes Drive receives the legal status as a publicly dedicated street.

Staff identified two nonconforming addresses on the north side of Owen K. Garriott Road, Way Out West, 4800 West Owen K. Garriott Road and the former Wonder Bread store, 5102 West Owen K. Garriott Road. It is

believed these buildings were addressed prior to being annexed into the City and/or the adoption of the Numbering Building Ordinance.

**BUDGETED ITEM**: Not applicable.

**FUNDING SOURCE**: Not applicable.

**ATTACHMENTS**: Address Map.

**RECOMMENDATION**: Hear appeal.

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

#### 7. COMMUNITY DEVELOPMENT.

7.1 CONSIDER APPROVAL OF THE FINAL REPLAT OF PART OF LOT 3, BOBSFARM 8TH ADDITION.

<u>BACKGROUND</u>: This item is a companion Items to 6.2 and 6.3. Bobsfarm 8th Addition is located at the southwest corner of Mill Run and the Owen K. Garriott frontage road.

The replat of part of Lot 3, Bobsfarm 8th Addition is located west and south of the Aldi Store and east of Lowes on West Owen K. Garriott Road. The replat will create two new parcels. Parcel 3A abuts the West Owen K. Garriott frontage road and is zoned C-3 General Commercial. Parcel 3E is south of the Lowes Drive public access easement, abuts Mill Run, and is zoned C-2 Planned Business Center.

On June 17, 2014, the Metropolitan Area Planning Commission (MAPC) recommended approval of the plat contingent Parcel 3E fronts on a platted private street (Lowes Drive) giving it the same legal status as a publicly dedicated street and the addresses comply with the Numbering Building Ordinance.

**BUDGETED ITEM**: Not applicable.

**FUNDING SOURCE**: Not applicable.

**ATTACHMENTS**: Final Replat.

**RECOMMENDATION**: Approve per MAPC contingencies.

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

#### 8. ADMINISTRATION.

8.1 APPROVE RESOLUTION TO ALLOW THE SUBMISSION OF THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR THE 2013 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR.

<u>BACKGROUND</u>: This is a companion to Item 6.1. The City of Enid, as an entitlement city, is required to submit a CAPER to the U.S. Department of Housing and Urban Development (HUD) within 90 days of the close of the program year. The report has been prepared and made available for public inspection. The 15-day comment period will expire August 22, 2014 at 9:00 a.m. With the approval of the resolution, the City of Enid will submit the report to HUD.

**BUDGETED ITEM:** Not applicable.

**FUNDING SOURCE**: Not applicable.

**ATTACHMENT:** Resolution.

**RECOMMENDATION:** Approve submission of the 2013 CAPER to HUD.

**PRESENTER:** Stephanie Carr, CDBG Administrator.

8.2 CONSIDER AWARDING BIDS AND EXECUTING CONTRACTS FOR CLEANING AND MOWING THE CITY OF ENID'S APPROACHES TO ENTRANCES OF ENID.

<u>BACKGROUND</u>: On July 24, 2014, The City of Enid sent out a bid request for the cleaning and mowing of the City of Enid's approaches to the entrances of Enid. The entrances include:

- (1) S. Van Buren Street: Southgate Road to the City of Enid's city limits
- (2) Owen K. Garriott Road: Garland Avenue to Imo Road
- (3) Owen K. Garriott Road: 30th Street to 78th Street
- (4) N. Van Buren Street: Purdue Avenue to Carrier Road
- (5) Southgate Road: Van Buren to Cleveland Street

Five different companies submitted their bids to be reviewed: Advance Services, Patterson Mowing, Don Jantz Mowing, Byrin's Lawn Care, and Manning Mowing. Each entrance was bid separately per mowing. From the bids that were received, Public Works has selected the following companies with the best practical bids:

(1) Patterson Mowing: \$ 1,666.00(2) Patterson Mowing: \$ 1,666.00

(3) Advance Services: \$ 3,000.00
 (4) Don Jantz Mowing: \$ 1,770.00
 (5) Patterson Mowing: \$ 833.00

**BUDGETED ITEM:** Yes.

<u>FUNDING SOURCE</u>: Stormwater and Roadway Maintenance Fund.

<u>ATTACHMENTS:</u> Canvass of Bids. Contracts are on file on the office of the City Clerk.

<u>RECOMMENDATION</u>: Award bid number 1, 2, and 5 to Patterson Mowing for \$1,666.00, \$1,666.00, and \$833.00 per mowing, Advance Services 3 for \$3,000.00 per mowing, and Don Jantz Mowing 4 for \$1,770.00 per mowing.

**PRESENTER**: Robinson Camp, Deputy Director of Public Works.

8.3 CONSIDER AN ORDINANCE CREATING ENID MUNICIPAL CODE, 2014, TITLE 8, ENTITLED "UTILITIES," CHAPTER 7, ENTITLED "NATURAL GAS FRANCHISE," GRANTING TO ONE GAS, INC., TULSA, OKLAHOMA, ACTING BY AND THROUGH ITS OKLAHOMA NATURAL GAS COMPANY DIVISION, AND ITS SUCCESSORS AND ASSIGNS, FOR A PERIOD OF 25 YEARS FROM APPROVAL AND ACCEPTANCE OF THIS ORDINANCE, A NON-EXCLUSIVE FRANCHISE AND RIGHT TO ENTER THE PUBLIC WAYS TO INSTALL, OPERATE AND MAINTAIN A DISTRIBUTION SYSTEM WITHIN, ALONG, ACROSS, OVER AND UNDER THE PUBLIC WAYS OF THE CITY OF ENID, OKLAHOMA FOR THE TRANSPORTATION, DISTRIBUTION AND/OR SALE OF GAS TO CONSUMERS AND THE PUBLIC GENERALLY IN THE CITY; DEFINING THE WORDS AND PHRASES THEREIN; PROVIDING FOR ASSIGNMENT, SALE OR LEASE OF THE FRANCHISE; PROVIDING FOR CHARGING PERSONS TRANSPORTING GAS THROUGH GRANTEE'S DISTRIBUTION SYSTEM A FEE ON THE CALCULATED VALUE OF SUCH TRANSPORTED GAS; PROVIDING FOR USE AND REPAIR OF THE PUBLIC WAYS; PROVIDING FOR REGULATION OF SERVICE; ESTABLISHING DEPTH OF PIPELINES; ESTABLISHING RIGHTS AND DUTIES IN THE AND ALTERATION OF PIPELINES: PROVIDING MOVEMENT INDEMNIFICATION OF THE CITY OF ENID; PROVIDING FOR GRANTEE'S RULES AND REGULATIONS; PROVIDING FOR INSPECTION OF GRANTEE'S RECORDS; REQUIRING GRANTEE TO PAY A FRANCHISE FEE; ESTABLISHING GRANTOR'S OPTION TO PURCHASE; PROVIDING FOR CONDITIONS OF THE FRANCHISE: PROVIDING FOR CONSTRUCTION OF THIS ORDINANCE UPON THE INVALIDITY OF ANY PART THEREOF; PROVIDING FOR THE SUBMISSION OF THIS ORDINANCE TO AN ELECTION OF THE QUALIFIED VOTERS OF THE CITY; PROVIDING FOR ACCEPTANCE OF THIS FRANCHISE BY GRANTEE AND BOTH AN

EFFECTIVE AND AN OPERATIVE DATE THEREOF; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

<u>BACKGROUND:</u> This is a companion to Item 8.4. This ordinance is the result of negotiations between representatives of the City of Enid and One Gas, Inc. The current franchise fee paid to the City of Enid is 4%. This ordinance outlines a 25 year franchise agreement with One Gas in exchange for a 4% franchise fee in the first year and a 4.25% franchise fee in years two through 25. It also provides a favored nation clause, which says that if One Gas accepts another franchise in Oklahoma for an amount greater than that provided to Enid, Enid's franchise fee will be automatically increased to such higher rate.

**BUDGETED ITEM:** Not applicable.

FUNDING SOURCE: Not applicable.

**ATTACHMENTS:** Ordinance.

**RECOMMENDATION:** Approve Ordinance.

PRESENTER: Andrea L. Chism, City Attorney.

8.4 CONSIDER APPROVING A RESOLUTION AUTHORIZING THE CALLING AND HOLDING OF AN ELECTION ON NOVEMBER 4, 2014, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED QUALIFIED ELECTORS CITY THE QUESTION OF GRANTING A FRANCHISE AGREEMENT WITH ONE GAS, INC, TULSA, OKLAHOMA AND PROVIDING FOR NOTICE OF SAID ELECTION.

<u>BACKGROUND:</u> This is a companion to Item 8.3. The registered voters of the City of Enid have the authority to grant a franchise to One Gas, Inc. Approval of this item will authorize an election to be held on November 4, 2014, and pursuant to law, provide notice for said election.

**BUDGETED ITEM:** Yes.

FUNDING SOURCE: General Fund.

**ATTACHMENTS:** Resolution and Notice and Proclamation.

**RECOMMENDATION:** Approve Resolution and Notice.

PRESENTER: Andrea L. Chism, City Attorney.

#### 9. CONSENT.

9.1 APPROVE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S (HUD) FUNDING APPROVAL AGREEMENT FOR FISCAL YEAR 2014 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING IN THE AMOUNT OF \$430,806.00

<u>BACKGROUND</u>: The City of Enid, as an entitlement community for receipt of CDBG funding, received a 2014 allocation of \$430,806.00 The CDBG Department submitted the 2014 Annual Action plan that set forth the activities to be funded with the grant allocation for review in May 2014. HUD has completed its review of the action plan and approved funding for the City of Enid. To receive 2014 funds, the City of Enid must execute a grant funding approval and agreement with HUD.

**BUDGETED ITEM:** Yes.

**FUNDING SOURCE:** HUD/CDBG.

**ATTACHMENT**: HUD-7082, Funding Approval/Agreement.

**RECOMMENDATION**: Approve agreement and accept the funding.

**PRESENTER**: Stephanie Carr, CDBG Administrator.

9.2 AWARD THE PURCHASE OF FIELD EQUIPMENT AND STUDIO EQUIPMENT FOR THE ENID TELEVISION NETWORK (ETN), TO THE FIELD SHOP, INC., LITTLE ROCK, ARKANSAS, IN THE AMOUNT OF \$166,891.35.

<u>BACKGROUND:</u> \$250,000.00 was appropriated in the General Fund in fiscal year 2014-2015 to purchase field equipment and studio equipment for the ETN. This purchase will comply with the capital equipment goals set for the ETN in both the field and studio broadcast equipment.

Requests for Proposals were sent to seven prospective vendors. one bid was received from The Field Shop, Inc., for field equipment in the amount of \$41,627.35 and studio equipment in the amount of \$125,264.00. Early projections of broadcast equipment costs were estimated between \$185,000.00 to \$200,000.00.

**BUDGETED ITEM**: Yes.

FUNDING SOURCE: General Fund.

**ATTACHMENTS**: None.

<u>RECOMMENDATION</u>: Award purchase to The Field Shop, Inc. in the total amount of \$166,891.35.

**PRESENTER**: Steve Kime, Director of Public Relations & Marketing.

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

<u>BACKGROUND:</u> 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 \$7,087.52 due to cost savings achieved. The total contract amount is \$193,353.88.

**BUDGETED ITEM:** Yes.

FUNDING SOURCE: Capital Improvement Fund.

<u>ATTACHMENTS:</u> 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.

9.4 CONSIDER APPROVING AMENDMENT NO. 3 TO THE AGREEMENT WITH TETRA TECH, INC., OKLAHOMA CITY, OKLAHOMA, FOR DESIGN OF THE CLEVELAND STREET AND CHESTNUT AVENUE INTERSECTION WATER LINE RELOCATION PROJECT, PROJECT NO. R-1311A.

<u>BACKGROUND</u>: On February 5, 2013 the Commission approved an agreement with Tetra Tech, Inc., to design the Cleveland Street and Chestnut Avenue intersection improvement. In October 2013 the design of relocation of 12-inch, 24-inch and 30-inch water lines were added to the scope.

At the corner of Chestnut Avenue and Cleveland Street, the development of the Stonebridge requires the relocation of the 30-inch water line along the full frontage of the commercial site along Chestnut Avenue.

This amendment will revise the design to relocate the 30-inch water line an additional 300 feet and will increase the not-to-exceed amount by \$13,895.00. The final plans for the 30-inch water line relocation will be delivered in October 2014.

**BUDGETED ITEM:** Yes.

**<u>FUNDING SOURCE</u>**: Capital Improvement Fund.

<u>ATTACHMENTS</u>: None. Amendment No. 3 is on file in the Office of the City Clerk.

**RECOMMENDATION**: Approve Amendment No. 3.

PRESENTER: Jomara Ortiz, Project Engineer.

9.5 ACCEPT A RIGHT-OF-WAY EASEMENT FROM NATIVE WAREHOUSING, LLC, ENID, OKLAHOMA, ACROSS THE NORTHWEST CORNER OF THE PROPERTY AT 1001 SOUTH HOOVER STREET FOR CONSTRUCTION OF THE SOUTH DRIVEWAY AT ENID FIRE STATION NO. 4.

<u>BACKGROUND</u>: This is a companion to Item 9.6. This item will accept a right-of-way easement onto the northwest corner of the property located adjacent to the southern boundary of Fire Station No. 4. This easement is required to construct the Fire Station's southern driveway.

In return for this right-of-way easement, the City of Enid will convey to Native Warehousing a private utility easement across the southern boundary of the Fire Station No. 4 property.

**BUDGETED ITEM:** Not applicable.

**FUNDING SOURCE**: Not applicable.

<u>ATTACHMENTS</u>: None. Easement is on file in the Office of the City Clerk.

**RECOMMENDATION**: Accept easement.

**PRESENTER**: Jomara Ortiz, Project Engineer.

9.6 APPROVE CONVEYANCE OF A 10 FOOT WIDE, 160 FOOT LONG, PRIVATE UTILITY EASEMENT FROM THE CITY OF ENID TO NATIVE WAREHOUSING, LLC, ENID, OKLAHOMA, ACROSS THE SOUTHERN BOUNDARY OF THE ENID FIRE STATION NO. 4 PROPERTY.

<u>BACKGROUND</u>: This is a companion to Item 9.5. This item will convey a private utility easement to Native Warehousing for the construction of a water line to the property behind Fire Station No. 4.

In return for this private utility easement, Native Warehousing is conveying to the City of Enid a right-of-way encroachment easement onto the northwest corner of the property located adjacent to the southern boundary of Fire Station No. 4 which is required to construct the Fire Station's southern driveway.

**BUDGETED ITEM**: Not applicable.

**FUNDING SOURCE**: Not applicable.

<u>ATTACHMENTS</u>: None. Easement is on file in the Office of the City Clerk.

**<u>RECOMMENDATION</u>**: Approve conveyance of easement.

**PRESENTER**: Jomara Ortiz, Project Engineer.

9.7 ACCEPT THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) CONSTRUCTION PERMIT FOR THE SANITARY SEWER EXTENSION TO SERVE COUNTRY INN AND SUITES, PROJECT NO. S-1410.

<u>BACKGROUND</u>: ODEQ approved a permit to construct 211 linear feet of eight-inch PVC sanitary sewer line to serve Country Inn and Suites located at 710 Mill Run.

Upon acceptance of Permit No. SL000024140551, it will be recorded as a 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: Jomara Ortiz, Project Engineer

9.8 ACCEPT THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) CONSTRUCTION PERMIT FOR THE WATER LINE EXTENSION TO SERVE COUNTRY INN AND SUITES, PROJECT NO. W-1408A.

<u>BACKGROUND</u>: ODEQ approved a permit to construct 364 linear feet of eight-inch PVC water line to serve Country Inn and Suites located at 710 Mill Run.

Upon commission acceptance of Permit No. WL000024140550, it will be recorded as a 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: Jomara Ortiz, Project Engineer

9.9 CONSIDERATION AND DENIAL OF TORT CLAIMS OF PAUL THOMAS; WWF, LLC D/B/A RAINTECH ROOFING & SHEETMETAL; HEATHER THOMAS; BRETT STRATTON; AND MINERVA COLLINS

BACKGROUND: On June 3, 2014, Paul Thomas submitted a tort claim for property damage in the amount of \$1,175.00. The claim alleged that the City of Enid damaged an irrigation line while performing repairs in the summer of 2013. The City has no reports on file regarding the incident. The claimant submitted an invoice for repairs made in January, 2014, which included: Replacing the system controller, two control valves, replacing four rotors, the lateral line to one rotor, three four-inch sprays, one 12-inch spray and eight spray nozzles. The City forwarded that claim to its insurer, Oklahoma Municipal Assurance Group (OMAG), which opened an investigation of the claim. OMAG found no liability on the City's part regarding the incident and recommended that the City deny the claim.

On August 6, 2014, WWF, LLC, d/b/a Raintech Roofing & Sheetmetal, submitted a tort claim for property damage in the amount of \$2,337.93. The claim alleged that a trash truck ran over and broke a water line when switching out a dumpster. The City Attorney investigated and found that the City was not liable as alleged because there is no evidence that the City caused any damage. City reports show that the leak was not noticed until five days after a City truck emptied a roll-off for Cooley Construction. During that time, Cooley Construction had been operating a very large forklift it was using on a roofing project. Two types of tire tracks were visible through the grass and across a sidewalk. One path of tracks was clearly the path used by the City's vehicle to

empty the dumpsters being used by Cooley Construction. The other tracks were visible throughout the area, crossing the area of the damaged water meter and across a damaged sidewalk. The tire tracks across the sidewalk do not match the City's truck that was used to empty the dumpster. Additionally, The City Attorney found no liability on the City's part regarding the incident and recommends that the City deny the claim.

On July 14, 2014, Heather Thomas submitted a tort claim for property damage in the amount of \$339.39. The claim alleged that while driving by a man mowing on the side of the road, the driver heard a very loud bang. When she pulled into a parking lot, she noticed a small dent and deep scratch above the rear passenger window and waved over a City employee. The City Attorney investigated and found that the City was not liable as alleged because there is no evidence that the City caused any damage. The City employee took photos of the damage identified by the driver, but it is impossible to determine how the damage occurred. The employee also completed a report and did not report feeling, seeing or hearing or otherwise being aware of a rock being thrown from the lawn mower. The employee reported that the driver denied any action should be taken. The City Attorney found no liability on the City's part regarding the incident and recommends that the City deny the claim.

On July 21, 2014, Brett Stratton submitted a tort claim for property damage in the amount of \$1058.53. The claim alleged that Brett Stratton backed over a manhole while mowing, which damaged the right rear of the mower. City reports made on the day of the incident show that Luckinbill had recently been on site making a point repair. Additionally, even though Luckinbill was the most recent City contractor on the site, there is no way to determine whether the manhole cover was not put back on properly by Luckinbill or if someone had tampered with the manhole cover at a later time. The City forwarded that claim to its insurer, Oklahoma Municipal Assurance Group (OMAG), which opened an investigation of the claim. OMAG found no liability on the City's part regarding the incident and recommended that the City deny the claim.

On August 5, 2014, Minerva Collins submitted a tort claim for property damage in the amount of \$518.32. The claim alleged that the car was struck by a rock from a lawn mower, mowing at the Event Center. The City Attorney investigated and found that the City was not liable as alleged because there is no evidence that the City caused any damage. While there were two City employees mowing nearby, they were mowing the lot to the north of Convention Hall, not by the Event Center. Neither employee on scene observed the reported damage and neither employee reported feeling, seeing, hearing or otherwise being aware of a rock being thrown from the lawn mower. The City Attorney found no

liability on the City's part regarding the incident and recommends that the City deny the claim.

**BUDGETED ITEM**: 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.

9.10 APPROVAL OF CLAIMS IN THE AMOUNT OF \$2,145,518.77

**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 FARM/PASTURE LEASE AGREEMENT WITH JUSTIN ALLEN DEHAAS, MENO, OKLAHOMA, PROJECT NO. W-1304A.

<u>BACKGROUND</u>: This is city owned property in Ames, Oklahoma that was purchased primarily for ground water leaving the surface open for other uses. This surface lease will allow for a revenue source and provide for the maintenance of the property.

This lease is for 155 acres located in the Southwest Quarter (SW/4) of Section 31, Township 21 North, Range Nine, West of the Indian Meridian, Major County, Oklahoma,

The lease terms are \$4,000.00 per year. The primary term of the lease is one year and the lease will remain in effect for four consecutive renewals unless terminated by either party.

**BUDGETED ITEM**: Not applicable.

**FUNDING SOURCE**: Not applicable.

<u>ATTACHMENTS</u>: None. Lease agreement is on file in the Office of the City Clerk.

**RECOMMENDATION**: Approve lease agreement for 155 acres of surface.

**PRESENTER**: Jomara Ortiz, Project Engineer.

12.2 APPROVAL OF CLAIMS IN THE AMOUNT OF \$330,074.43

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 APPROVAL OF CLAIMS IN THE AMOUNT OF \$1,044.93

    ATTACHMENTS: List of claims.
- 16. ADJOURN TO RECONVENE AS THE ENID CITY COMMISSION.
- 17. PUBLIC DISCUSSION.
- 18. ADJOURN.

MINUTES OF SPECIAL 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 4TH DAY OF AUGUST 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 special 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 forty-eight (48) hours in advance to the

Clerk of the City of Enid, and pursuant to notice thereof displayed at the entrance to the Administration

Building of said city, in prominent view and which notice was posted prior to 5:00 P.M. on the 1st day of

August 2014.

-MAYOR AND BOARD OF COMMISSIONERS-

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

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

ABSENT: Commissioner Ezzell.

Staff present were City Manager Eric Benson, Assistant City Manager Joan Riley, City Attorney

Andrea Chism, City Clerk Linda Parks, Director of Engineering Services Chris Gdanski, Chief Financial

Officer Jerald Gilbert, Planning Administrator Chris Bauer, Police Chief Brian O'Rourke, Director of

Marketing and Public Relations Steve Kime, Airport Director Dan Ohnesorge, and Ex-Officio Member

Chief Master Sergeant Peter Speen.

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Reverend Tom Pullin from Maine Nazarene Church gave the Invocation, and Mr. Jerald Gilbert

led the Flag Salute.

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Motion was made by Commissioner Wilson and seconded by Commissioner Janzen to approve the minutes of the July 15, 2014 regular Commission meeting, and the vote was as follows:

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

NAY: None.

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Mr. Gene Robertson presented a three-month old female Mixed Collie, available for adoption at the Enid Animal Shelter.

\*\*\*\*\*

A proclamation was read and presented proclaiming August 4, 2014 as "Jack Douma Day."

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An update regarding Vance Air Force Base was presented by Mr. Mike Cooper, Military Liaison.

Mr. Cooper stated that coming out of the 1993 and 1995 Base Realignment and Closure cycles, poor infrastructure at the Base and quality of life issues in the community had ranked Vance as the worst of all Air Training Command (ATC) bases. Focus had been placed on those issues, and on areas regarding land expansion and airspace protection, to now rank Vance as the best base in the ATC. He stated that from 2005 to 2014, that focus had changed to also include increased mission capability and reduction in costs. As a result, he stated that public to public partnerships, and public to private partnerships to coordinate services between the community and the Base were very important to save dollars and help offset costs for the Air Force. In closing, he spoke regarding his personal accomplishments since being named the Vance Development Authority's military liaison in 2006, and his role in helping to obtain over \$211 million in funding for military construction projects, and over \$13 million in State and Federal funding for local projects, to enhance and protect the Base.

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

Motion was made by Commissioner Wilson and seconded by Commissioner Janzen to approve a resolution amending the 2014-2015 Fiscal Year Budget for the City of Enid, 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, and the vote was as follows:

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

NAY: None.

(Copy Resolution)

\*\*\*\*\*

Motion was made by Commissioner Janzen and seconded by Commissioner Wilson to approve

Amendment No. 4 to the Owner-Engineer Agreement dated April 16, 2013 with Cobb Engineering

Company, for additional engineering services in the amount of \$72,830.00, to support Enid Woodring

Regional Airport's Runway 17/35 extension project, A.I.P. Project No. 3-40-0028-026-2014, and the vote

was as follows:

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

NAY: None.

\*\*\*\*\*

Motion was made by Commissioner Stuber and seconded by Commissioner Wilson to approve a

resolution amending the 2014-2015 Capital Improvement Fund Budget by appropriating additional funds

in the amount of \$68,861.00 to fund just compensation for the taking of a portion of the property located

at 25 Woodlands Drive, in conjunction with Project No. R-0303D, Willow Road Widening, and the vote

was as follows:

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

NAY: None.

(Copy Resolution)

\*\*\*\*\*

Motion was made by Commissioner Stuber and seconded by Commissioner Wilson to approve

payment in the amount of \$68,861.00 for just compensation determined by the District Court of Garfield

County for the taking of a portion of the property located at 25 Woodlands Drive, for the public purpose of expanding the street and relocating utilities for Project No. R-0303D, Willow Road Widening, and the vote was as follows:

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

NAY: None.

(Copy Resolution)

\*\*\*\*\*

Motion was made by Commissioner Wilson and seconded by Commissioner Janzen to approve a resolution supporting Main Street Enid's participation in the 2014-2015 Oklahoma Main Street Program, and the vote was as follows:

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

NAY: None.

(Copy Resolution)

\*\*\*\*\*

Discussion was held regarding 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 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.

Utility Services Director Scott Morris explained that the proposed ordinance would initiate a new base rate for larger meters; delete all language pertaining to multi-unit structures; add a rental fee of \$50.00 per month, plus water usage, for fire hydrant meters; strike out references regarding industrial and institutional accounts, to be renamed commercial accounts; increase the after hours fee from \$45.00 to \$75.00; and update rates in the current ordinance to current pricing. In addition, the proposed ordinance would increase water rates, based on the Guernsey Study, for the next five (5) years.

Concerns were voiced as to the effect the proposed rate increases would have on utility bills and the projected loss of revenue from the change in the base rates. Discussion was also held regarding the need to increase rates, based on the Guernsey Study, to invest in additional infrastructure to ensure that the City's future water needs were met.

Commissioner Vanhooser stated that he was okay with the portions of the ordinance that eliminated the multi-charging units, and the new rate structure based on meter size. However, he went on to say that the ordinance should be rejected and sent back for further review of the data in terms of the aggressiveness of the rate structure increase. He then presented his analysis of various residential and commercial billing scenarios based on the proposed rate increases.

Commissioner Vanhooser stated he would also like to explore the revenue that would be available for the Kaw pipeline, if approved by commissioners, after the water bond expired, adding that raising water rates was not the only source of revenue for building the pipeline. He then moved to reject the ordinance and bring it back after further study.

Motion was seconded by Commissioner Wilson.

Following further discussion, Commissioner Vanhooser amended his motion to table the ordinance for 30 days, and bring it back for reconsideration.

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

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

NAY: None.

\*\*\*\*\*

Motion was made by Commissioner Vanhooser to table Item 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, for 30 days.

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

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

NAY: None.

\*\*\*\*\*

It was noted that Item 9.9, Approve Change Order No. 2 And Accept Project With Gametime, Fort Payne, Alabama, For The Champlin Park Playground Equipment, Project P-1303A, was being removed from the agenda.

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

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

NAY: None.

(1) Authorize the Mayor to execute all contract documents, after review by the City Attorney, with Dense Mechanical Contractors, Enid, Oklahoma, for Project No. M-1412A, Replacement of HVAC Units the Enid Police Department, in the amount of \$81,830.00. It was noted that this contract was awarded by commissioners at the June 3, 2014 Commission meeting;

- (2) Approval of Change Order No. 2 with Cummins Construction Company for Project No. R-1402A, 2014 Street Resurfacing Program, add striping and signs necessary to provide for shared bike lanes on Broadway Avenue from the Union Pacific Railroad tracks east to 16th Street, at an additional cost of \$34,965.30, for a total revised contract amount of \$1,698,427.55;
- (3) Approval of Change Order No. 1 with Budget Plumbing and Construction, LLC, for Project No. S-1402D, 2014 Manhole Ring and Lid Replacement, which will provide for additional traffic control near the intersection of Cleveland Street and Chestnut Avenue, required to repair a high priority manhole with significant damage, at an additional cost of \$2,000.00, for a total revised contract amount of \$39,300.00;
- (4) Acceptance of Permit from the Oklahoma Department of Environmental Quality for Project No. S-1417A, Sanitary Sewer Line Extension to serve LaQuinta Inn and Suites located at 4914 West Owen K. Garriott Road;
- (5) Approval of Right-of-Way Agreement with Unite Private Networks, LLC to lay and maintain a fiber optic cable system within City owned right-of-way for the benefit of the Enid Public Schools;
- (6) Approval of Professional Services Agreement with The PACE Group, Inc. to assist in the City Manager hiring effort;
- (7) Approval of Professional Services Agreement with Mr. Mike Cooper for Military Liaison Consulting Services;
- (8) Denial of tort claims submitted by Ms. Patricia Stevenson for alleged personal injury in an unspecified amount, and by Mr. Dean Barth for alleged loss of personal property in the amount of \$20,000.00;

and

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

(List Claims)

\*\*\*\*\*

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

- TRUSTEES OF THE ENID MUNICIPAL AUTHORITY-

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

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

ABSENT: Trustee Ezzell.

\*\*\*\*\*

Motion was made by Trustee Vanhooser and seconded by Trustee Janzen to approve a Lease

Agreement with Justin and Jennifer DeHass for 160 acres of water rights located in the N.W./4 of Section

15-21-9, Major County, at an initial lease payment of \$16,000.00, and the vote was as follows:

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

NAY: None.

\*\*\*\*\*

Motion was made by Trustee Stuber and seconded by Trustee Janzen to approve a Lease

Agreement with Daryl and Roberta DeHass for 240 acres of water rights located in the S.E./4 of Section

16-21-9 and in the N./2 of the N.W./4 of Section 3-21-9, Major County, at an initial lease payment of

\$24,000.00, and the vote was as follows:

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

NAY: None.

\*\*\*\*\*

Motion was made by Trustee Janzen and seconded by Trustee Stuber to approve 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, and the vote was as follows:

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

NAY: None.

(Copy Resolution)

\*\*\*\*\*

Motion was made by Trustee Stuber and seconded by Trustee Janzen to approve a resolution

increasing the 2014-2015 Fiscal Financial Plan for the Enid Municipal Authority in the amount of

\$68,861.00 to fund just compensation determined by the District Court of Garfield County for the taking

of a portion of the property located at 25 Woodlands Drive, in conjunction with Project No. R-0303D,

Willow Road Widening Project, and the vote was as follows:

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

NAY: None.

(Copy Resolution)

\*\*\*\*\*

Award of blanket purchase order in the amount of \$62,000.00 from Brenntag Southwest, Inc.,

Dallas, Texas, for the purchase of chlorine gas for the Water Production Department for the period July 1,

2014 to June 30, 2015, and the vote was as follows:

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

NAY: None.

\*\*\*\*\*

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

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

AYE: Trustees Janzen, Stuber, 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, Stuber, Timm, Wilson, Vanhooser, Chairman Shewey, General

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

ABSENT: Trustee Ezzell.

\*\*\*\*\*

Motion was made by Trustee Wilson and seconded by Trustee Stuber to approve 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, and the vote was as

follows:

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

NAY: None.

(Copy Resolution)

\*\*\*\*\*

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

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

AYE: Trustees Janzen, Stuber, 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 Stuber and seconded by Commissioner Vanhooser to convene

into Executive Session to discuss City of Enid V. Davis, et al, City of Enid V. Dean E. Bomholt, et al, the

purchase of real property, and economic development, pursuant to 25 Oklahoma Statute Section

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; pursuant to 25 Oklahoma Statute Section 307(B)(3), to discuss "the purchase or

appraisal of real property;" and pursuant to 25 Oklahoma Statute Section 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, and the vote was as follows:

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

NAY: None.

The meeting convened into Execute Session at 7:42 P.M.

\*\*\*\*\*

In Executive Session, the Commission discussed City of Enid V. Davis, et al, City of Enid V.

Dean E. Bomholt, et al, the purchase of real property, and economic development.

\*\*\*\*\*

It was noted that the doors to the Administration Building were locked during Executive Session

from 8:15 P.M to 8:40 P.M.

\*\*\*\*\*

Motion was made by Commissioner Stuber and seconded by Commissioner Timm that the

meeting reconvene into special session, and the vote was as follows:

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

NAY: None.

Commissioners Wilson and Vanhooser absent from vote.

The meeting reconvened into special session at 8:41 P.M.

\*\*\*\*\*

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

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

NAY: None.

Commissioners Wilson and Vanhooser absent from vote.

The meeting adjourned at 8:42 P.M.

#### COUNTY TREASURER'S CERTIFICATE WEST OWEN K. GARRIOTT ROAD NORTH LINE NW/4 OWNER'S CERTIFICATION AND DEDICATION SEC.15, T.22N., KNOW ALL MEN BY THESE PRESENTS: I, KEVIN POSTIER, COUNTY TREASURER OF GARFIELD COUNTY, STATE OF (U.S. HWY. 60 & 412 OKLAHOMA DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TAX ROLLS OF THAT, BOBSFARM, INC., AN OKLAHOMA CORPORATION, DOES HEREBY CERTIFY THAT IT IS GARFIELD COUNTY, STATE OF OKLAHOMA, AND TO THE BEST OF MY KNOWL-THE OWNER OF AND THE ONLY ENTITY HAVING ANY RIGHT, TITLE, OR INTEREST IN THE EDGE THERE ARE NO DUE OR DELINQUENT TAXES ON THE ABOVE DESCRIBED FOLLOWING PROPERTY SITUATED IN THE NORTHWEST QUARTER SECTION FIFTEEN (15), TOWNSHIP TWENTY-TWO (22) NORTH, RANGE SEVEN (7) WEST, INDIAN MERIDIAN, GARFIELD COUNTY, OKLAHOMA. THE BOUNDARIES OF SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: POINT OF BEGINNING, COUNTY TREASURER BEGINNING at the northwest corner Lot 3, Bobsfarm 8th Addition; BEING THE NORTHWEST Thence S 89° 19' 25" E along the north line of said Lot 3, for a distance of 225.89 CORNER OF LOT 3, BOBSFARM 8TH ADDITION SUBSCRIBED AND SWORN TO BEFORE ME, A NOTARY PUBLIC ON THIS Thence S 00° 40' 35" W along the west line of Parcel 3B recorded at book 1685, PERSONALLY APPEARED KEVIN POSTIER TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE page 707, for a distance of 365.00 feet; Thence S 89° 19' 25" E along the south line of Parcel 3B recorded at book 1685, WRITTEN AND FOREGOING INSTRUMENT. Found 5%" iron pin 46.95'page 707, for a distance of 227.81 feet to the beginning of a non-tangential with aluminum cap MY COMMISSION EXPIRES: Said curve turning to the left through an angle of 03° 21' 49", having a radius of NOTARY PUBLIC — — -S89**\***19**'**25**"**E -854.55 feet, and whose long chord bears S 02° 31' 53" E for a chord COMMISSION NO. distance of 50.07 feet, an arc distance of 50.08 feet along the west right of way of Mill Run, to a point of intersection with a non-tangential line; NORTH LINE 25' B/L — RECIPROCAL DRIVEWAY Thence N 89° 19' 25" W along the north line of Parcel 3D recorded at book 2110, -EASEMENT AGREEMENT **APPROVALS** page 787, for a distance of 246.44 feet; RECORED BK.1685, PG.718 Thence S 00° 40′ 00" W along the west line of Parcel 3D recorded at book 2110, page 787, for a distance of 297.00 feet; APPROVED THIS Thence N 89° 19' 25" W, parallel with and 45 feet from the south line of said Lot CITY ENGINEER OF ENID, OKLAHOMA. 3, for a distance of 210.00 feet; Thence N 00° 40' 00" E along the east line of Lot 2, Bobsfarm 8th Addition, for a distance of 712.00 feet to the POINT OF BEGINNING. \_10' U/E & BUILDING CHRISTOPHER GDANSKI ABOVE DESCRIBED TRACT CONTAINS 3.846 ACRES, MORE OR LESS. SIDEYARD SETBACK DIRECTOR OF ENGINEERING SERVICES \*~BEARINGS SHOWN HEREON ARE RELATIVE TO THE RECORD PLAT BEARINGS OF BOBSFARM 8TH ADDITION. APPROVED THIS THE ABOVE NAMED OWNER FURTHER CERTIFIES THAT IT HAS CAUSED SAID PARCEL 3B METROPOLITAN AREA PLANNING COMMISSION. TRACT OF LAND TO BE SURVEYED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND PARCEL 3A REC. BK.1685, PG.707 HAS CAUSED THE ACCOMPANYING PLAT TO BE MADE, WHICH IT HEREBY ADOPTS AS THE "RE-PLAT OF A PART OF LOT 3, BOBSFARM 8TH ADDITION" IN ENID, GARFIELD COUNTY, 1.931 ACRES OKLAHOMA. IT HEREBY DEDICATES ALL EASEMENTS SHOWN WITHIN THE BOUNDARIES OF SAID PLAT TO THE PUBLIC FOR PUBLIC EASEMENTS. IT GUARANTEES A CLEAR TITLE TO THE LAND SO DEDICATED FOR THE PURPOSES HEREIN SET FORTH, FROM ITSELF, IT'S PROPERTY HEIRS AND ASSIGNS AND HAS CAUSED THE SAME TO BE RELEASED FROM ALL ENCUMBRANCES SO THAT THE TITLE IS CLEAR. THE RESTRICTIONS AND COVENANTS GOVERNING THE USE OF LAND HEREIN PLATTED ARE FILED SIMULTANEOUSLY HEREWITH 20' U/E BY BOBSFARM 8TH PLAT IN BOOK \_\_\_\_ ON PAGE \_\_\_\_, AND ARE MADE A PART HEREOF. AND CITY COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA. PC1, SLIDE 57B **\** PROPERTY IN WITNESS WHEREOF, THE UNDERSIGNED ROBERT B. BERRY, PRESIDENT, HAS CAUSED THIS INSTRUMENT TO BE EXECUTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_. BOBSFARM, INC. AN OKLAHOMA CORPORATION 15' PRIVATE STORM −20' Utility Easement Found %" iron L=22.98' PROPERTY SEWER EASEMENT pin no cap R. L. McKNIGHT ROBERT B. BERRY PROPERTY R=853.03' PERMANENCY CERTIFICATE SECRETARY PRESIDENT CH=22.98' CHBRG=S0°04'38"E ---------\S89**\***19**'**25**"**E S89\*19'25"E I DO HEREBY CERTIFY THAT THIS PLAT FULFILLS THE PERMANENCY RE-STATE OF OKLAHOMA ) L=50.08° QUIREMENTS OF OKLAHOMA STATUTES. LOWES DRIVE & R=854.55'COUNTY OF GARFIELD) CH=50.07'246.44' N89°19'25"W / THE INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_ DAY OF CHBRG=S2\*31'53"E N89°19′25″W FINLEY D. PORTERFIELD BY ROBERT B. BERRY, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED PROPERTY TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND FOLUNTIME ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH. SURVEYOR'S CERTIFICATE \_10' U/E & BUILDING MY COMMISSION EXPIRES: \_\_\_\_\_, \_\_\_\_ BY SEPARATE INSTRUMENT PARCEL 3E REC BK.XXXX, PG.XXX I, FINLEY D. PORTERFIELD, A REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT THE "RE-PLAT OF A PART OF LOT 3, BOBSFARM 8TH ADDITION", COMMISSION NO.\_\_\_\_\_ 1.915 ACRES SUBLOT 3D-1 CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION ON THE \_\_\_\_ L=260.31\_, \_\_\_, AND TO THE BEST OF MY KNOWLEDGE. R=854.55' 1.563 ACRES INFORMATION AND BELIEF, A PRUDENT SURVEY WAS MADE OF THE LAND SHOWN CH = 259.31'HEREON, WHICH MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR CHBRG=S12°57'19"E THE PRACTICE OF LAND SURVEYS ADOPTED BY THE OKLAHOMA STATE BOARD OF PARCEL 3D GRAPHIC SCALE REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS ON MAY 17, REC. BK.2110, PG.787 2010 AND THAT ALL MONUMENTS SHOWN HEREON WILL BE PLACED PRIOR TO THE OFFICIAL RECORDING WITH THE GARFIELD COUNTY REGISTRAR OF DEEDS. ( IN FEET FINLEY D. PORTERFIELD 1 inch = 60 ft.REGISTERED LAND SURVEYOR LOT 3, BOBSFARM STATE OF OKLAHOMA, NO. 887 8TH ADDITION STATE OF OKLAHOMA Found ½" iron pin POSITIONAL ACCURACY COUNTY OF GARFIELD: PROJECT LOCATION with yellow cap S0\*40'00"W Unless otherwise noted hereon all monuments established by this survey have a minimum positional accuracy L=49.27' BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY S89\*19'25"E R=854.55' AND STATE ON THE \_\_\_ DAY OF \_\_\_\_\_, \_\_\_, PERSONALLY APPEARED FINLEY D. PORTERFIELD TO ME KNOWN TO BE THE IDENTICAL PERSON WHO 25' B/L — N89°19'25"W or S89°19'25"E Found %" iron CH=49.26' \_\_ \_ \_ pin\_with /\_\_\_\_\_\_ aluminum\_cap N0°40'00"E CHBRG=S23\*20'22"E EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME 0.328 ACRES THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED 45.00° FOR THE USES AND PURPOSES THEREIN SET FORTH. \_N89°19'25"W\_ WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN. 25' U/E & D/E ►FILED 11-15-12, MY COMMISSION EXPIRES: \_\_\_\_\_, \_\_\_ BK.2113, PG.5 45' COMBO U/E & D/E PLUS PUBLIĆ/SERVIĆE ACCESS DRIVE AGREEMENT COMMISSION NO.\_\_\_\_\_ ∽BY SEPARATE İNSTRUMENT -REC. BK.2110, PG.787 REC. BK.XXXX, PG.XXX LEGEND 10' U/E BY SEPARATE INSTRUMENT REC. BK.XXXX, PG.XXX O ∼ Denotes an existing monument found inplace (Cross cut in RE-PLAT OF A PART OF LOT 3, concrete, Mag nail & washer **PROPERTY** or 3/8" iron pin with yellow cap, stamped CA 828) unless **BOBSFARM 8TH ADDITION** EXISTING 10' D/E & U/E ullet $\sim$ Denotes Mag nail & washer BY BOBSFARM 8TH PLAT in concrete or 3/8" iron pin PC1, SLIDE 57B PART OF NW/4 SEC. 15, T.22N., R.7W., I. M. set with yellow plastic cap stamped CA 828, unless otherwise noted hereon. CITY OF ENID, GARFIELD COUNTY, OKLAHOMA Contains 3.846 Acres± $f^{-25}$ B/L $\sim$ Denotes 25 foot building setback line. EXISTING 10' U/E 1 \rightarrow RECORDED AT 10' U/E ∼ Denotes 10 foot wide utility easement. BK.1289, PG 915 FILE NAME: \20140117\BASEMAP(FINAL PLAT) \_5' D/E ∼ Denotes 5 foot wide drainage easement. PORTERFIELD SURVEYING, INC. R 5 W N PROFESSIONAL LAND SURVEYING SERVICES R 6 W SOUTHEAST CORNER LOT 2, BOBSFARM 8TH ADDITION. 1104 W. Poplar Ave., Enid, Oklahoma 73703

Found 5\8" iron pin no

<u>cap, disturbed</u> \_\_\_\_\_\_ 484.96′

PROPERTY

86.95'

Ph. 580-233-0572, Fax 580-233-0583 E-mail "rp@rp-us.com"

C.A. #828, Expiration Date: June 30, 2015

DRWG. NO. 1477

VICINITY MAP

NOT TO SCALE

# MINUTES OF A RESCHEDULED REGULAR MEETING OF THE ENID-GARFIELD COUNTY METROPOLITAN AREA PLANNING COMMISSION

Notice is hereby given that the Enid-Garfield County Metropolitan Area Planning Commission of the City of Enid and County of Garfield, State of Oklahoma, met in a rescheduled regular meeting in the City Council Chambers of the City Administration Building, located at 401 West Owen K. Garriott Road in the City of Enid, Oklahoma on the 17th day of June 2014 at 6:00 P.M., pursuant to public notice describing the time and place of the regular meeting of the Enid-Garfield County Metropolitan Area Planning Commission pursuant to public notice thereof displayed on the bulletin board at the Administration Building of the City of Enid, Oklahoma in prominent view and which notice was posted prior to 6:00 P.M. on the 16th day of June 2014, a copy of which is attached hereto.

Present: Aaron Brownlee, Cody Haney, Geoff Helm, Marvin Kusik, Cole Ream, Don Rose,

Jim Strate Jr., and Ex-Officio Dr. David Vanhooser

Absent: Richard Wuerflein and Ex-Officio James Simunek

ITEM # 1: Consider the approval of the minutes from the May 19, 2014 regular meeting.

#### **ACTION TAKEN:**

Cole Ream made a motion to approve the May 19, 2014 regular minutes, which was seconded by Don Rose and passed unanimously with the vote being recorded as follows:

AYES: Aaron Brownlee, Cody Haney, Geoff Helm, Marvin Kusik, Cole Ream,

Don Rose and Jim Strate Jr.

NAYS: None

#### County Interest:

ITEM # 2:

Consider the Rezoning of property in a tract of land situated in the Southeast Quarter of Section 10, Township 21 North, Range 8 West of the Indian Meridian located five miles south of SH 412 on the west side of Highway 132 from A-1 General Agriculture District to I-2 Light Industrial District.

#### **ACTION TAKEN:**

Jim Strate Jr. made a motion to recommend approval to the Garfield County Commissioners for property five miles south of SH 412 on the west side of Highway 132, which was seconded by Aaron Brownlee and passed unanimously with the vote being recorded as follows:

AYES: Aaron Brownlee, Cody Haney, Geoff Helm, Marvin Kusik, Cole Ream,

Don Rose and Jim Strate Jr.

NAYS: None

ITEM # 3. Consider a Final Plat for Autumn Orchard Subdivision in the Northeast Quarter of Section 16, Township 23 North, Range 7 West of the Indian Meridian located at Garland and Lake Hellums Roads.

#### **ACTION TAKEN:**

Cole Ream made a motion to recommend approval to the Garfield County Commissioners for the Autumn Orchard Subdivision final plat. The motion was seconded by Jim Strate Jr. and passed unanimously with the vote being recorded as follows:

AYES: Aaron Brownlee, Cody Haney, Geoff Helm, Marvin Kusik, Cole Ream,

Don Rose and Jim Strate Jr.

NAYS: None

City Interest:

ITEM # 4. Consider the Rezoning of property in the East Half of the Northeast Quarter of Section 11, Township 22 North, Range 6 W of the Indian Meridian located in the 500 block of North 54th Street from I-1 Planned Industrial Park District to I-2 Industrial (Light) District.

Cole Ream left the meeting at this time.

#### **ACTION TAKEN:**

Don Rose made a motion to recommend approval to the Mayor and Board of Commissioners for the rezoning of the property in the East Half of the Northeast Quarter of Section 11, Township 22 North, Range 6 West of the Indian Meridian. The motion was seconded by Cody Haney and passed unanimously with the vote being recorded as follows:

AYES: Aaron Brownlee, Cody Haney, Geoff Helm, Marvin Kusik, Cole Ream,

Don Rose and Jim Strate Jr.

NAYS: None

ITEM # 5. Consider the Rezoning of property located on Government Lot No. 2 in the Northeast Quarter of Section 2, Township 22 North, Range 6 West of the Indian Meridian located at 4817 East Willow from A Agriculture District to I-2 Industrial (Light) District.

#### **ACTION TAKEN:**

Geoff Helm made a motion to recommend approval to the Mayor and Board of Commissioners for the rezoning of the property on Government Lot No. 2 in the Northeast Quarter Section 2, Township 22 North, Range 6 West of the Indian Meridian which was seconded by Cody Haney and passed unanimously with the vote being recorded as follows:

AYES: Aaron Brownlee, Cody Haney, Geoff Helm, Marvin Kusik, Cole Ream,

Don Rose and Jim Strate Jr.

NAYS: None

Cole Ream returned to the meeting at this time.

ITEM # 6. Consider a Lot Split for KB Enid Investments LLC located at 602 West Cherokee.

#### **ACTION TAKEN:**

Don Rose made a to approve the lot split 602 West Cherokee, which was seconded by Cole Ream and passed unanimously with the vote being recorded as follows:

AYES: Aaron Brownlee, Cody Haney, Geoff Helm, Marvin Kusik, Cole Ream,

Don Rose and Jim Strate Jr.

NAYS: None

ITEM # 7. Consider an appeal concerning the legal status of Lowes Drive in the Replat of part of Lot 3 Bobsfarm 8th Addition.

Don Rose asked if the private drive needed to meet city standards for a street. Chris Bauer indicated only if the developer plans to dedicate the street to the City.

Cole Ream asked about the "flag" lot. Chris Bauer stated the ordinance requires the lot to have its full frontage on a street. This particular lot is fronting an access easement.

Don Rose asked about the water detention. Robert Hitt indicated the existing detention south of Lowes predated the ordinance however Lowes incorporated the detention into their plan and provides for a public easement for all the development on Bobsfarm 8th to utilize the detention.

Don Rose asked about the authority MAPC has to grant a variance. Chris Bauer directed Mr. Rose to Section 12-1-8 of the Subdivision regulations which provides the guidelines for recommending a variance.

Cole Ream asked why the developer did not want to plat. Eli Berry stated this drive was part of Lowes original site plan that was approved in 1995 and did not think it was necessary to plat the drive.

Bob Berry explained the requirement for Lowes to maintain the drive which was written in the covenants.

#### **ACTION TAKEN:**

Cole Ream made a motion to deny the variance as not meeting the four criteria outlined in Section 12-1-8 A. concerning the legal status of Lowes Drive. The motion was seconded by Geoff Helm and passed unanimously with the vote being recorded as follows:

AYES: Aaron Brownlee, Cody Haney, Geoff Helm, Marvin Kusik, Cole Ream,

Don Rose and Jim Strate Jr.

NAYS: None

ITEM # 8. Consider a Replat of a part of Lot 3, Bobsfarm 8th Addition.

#### **ACTION TAKEN:**

Cole Ream made a motion to recommend approval to the Mayor and Board of Commissioners for replat of part of Lot 3 Bobsfarm 8th Addition contingent on Lowes Drive being platted, the building setbacks are platted per the C-2 zoning regulations, the addresses comply with the Numbering Building Ordinance for Parcels 3A and 3E, the sewer and water improvement plans are provided and the instruments for easements outside the plat are reviewed. The motion was seconded by Cody Haney and passed unanimously with the vote being recorded as follows:

AYES: Aaron Brownlee, Cody Haney, Geoff Helm, Marvin Kusik, Cole Ream,

Don Rose and Jim Strate Jr.

NAYS: None

### ITEM # 9. Adjourn.

Cole Ream made a motion to adjourn, which was seconded by Aaron Brownlee and passed unanimously.

The meeting adjourned at 6:47 PM.



RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE COMMUNITY DEVELOPMENT BLOCK GRANT CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT FOR THE 2013 CDBG FUNDING YEAR AFTER ALLOWING FOR A FIFTEEN DAY TIME PERIOD FOR PUBLIC COMMENT.

#### RESOLUTION

**WHEREAS,** the City of Enid is an Entitlement Community for Community Development Block Grant ("CDBG") Program and, under this program, receives funding from the United States Department of Housing and Urban Development; and,

WHEREAS, the City of Enid is required to annually report accomplishments of grant funded activities to the United States Department of Housing and Urban Development in the form of a Consolidated Annual Performance Evaluation Report ("CAPER"). The CAPER must be submitted within ninety (90) days of the end of the program year and the City of Enid must provide a fifteen (15) day period for public comment on the CAPER; and,

**WHEREAS,** notice of the availability of the CAPER was published in the Enid News & Eagle on August 4, 2014; and,

**WHEREAS**, copies of the CAPER have been made available for public review at Booker T. Washington Community Center, the Enid Public Library, the Community Development Support Association (CDSA), Carver Educational Center and the City of Enid CDBG office; and,

**WHEREAS**, a public hearing was conducted during the August 19, 2014 regularly scheduled meeting of the Mayor and Board of Commissioners and any comments received will be published in the report.

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, that the Mayor of the City of Enid shall have full authority to execute the CAPER for the 2013 CDBG project year on August 19, 2014 after allowing for a fifteen (15) day comment period from the date of the August 22, 2014 publication date and submit the CAPER report to the United States Department of Housing and Urban Development prior to the September 30, 2014 due date.

**PASSED AND APPROVED** this 19th day of August 2014.

	William E. Shewey, Mayor
(SEAL)	
ATTEST:	
Linda Parks, City Clerk	

## Canvass of Bids

For

## CLEANING AND MOWING THE CITY OF ENID'S APPROACHES TO THE ENTRANCES OF ENID

(1) Van Buren: Southgate to the City of Enid's city limits

(2) Owen K Garriott: Garland to Imo Road

(3) Owen K Garriott: 30th Street to 78th Street

(4) Van Buren: Purdue to Carrier Road

(5) Southgate Road: Van Buren to Cleveland

(A) Firm Name and Address	Product/Service Bid	Bid Price
Advance Services. 528 North Grand Enid, Oklahoma 73701	Unit 1 Unit 2 Unit 3 Unit 4 Unit 5	\$ 3,000.00 \$ 2,500.00 \$ 3,000.00 \$ 3,300.00 \$ 1,650.00
Bid meets or exceeds all major specification Bid meets or exceeds all minor specification		
<b>Deviations:</b> No deviations		
(B) Firm Name and Address	Product/Service Bid	Bid Price

(b) Firm Name and Address	Product/Service Bld		<u>bia Price</u>
Patterson Mowing, LLC	Unit 1		\$ 1,666.00
2807 Robin Ridge	Unit 2		\$ 1,666.00
Enid, Oklahoma 73703	Unit 3		No Bid
	Unit 4		No Bid
	Unit 5		\$ 833.00
Bid meets or exceeds all major speci	fications: X YES	NO	
Bid meets or exceeds all minor speci	fications X YES	NO	

**Deviations:** No deviations

(C) Firm Name and Address	Product/Service Bid	Bid Price				
Don Jantz Mowing 2807 Robin Ridge Enid, Oklahoma 73703	Unit 1 Unit 2 Unit 3 Unit 4 Unit 5	No Bid No Bid \$ 3,900.00 \$ 1,770.00 No Bid				
Bid meets or exceeds all major specification Bid meets or exceeds all minor specification						
<b>Deviations:</b> No deviations						
(D) Firm Name and Address	Product/Service Bid	Bid Price				
Byrin's Lawn Care 2807 Robin Ridge Enid, Oklahoma 73703	Unit 1 Unit 2 Unit 3 Unit 4 Unit 5	No Bid No Bid \$ 3,000.00 No Bid No Bid				
Bid meets or exceeds all major specifications: YES Bid meets or exceeds all minor specifications YES						
<b>Deviations:</b> No deviations						
(E) Firm Name and Address	Product/Service Bid	Bid Price				
Byrin's Lawn Care 2807 Robin Ridge Enid, Oklahoma 73703	Unit 1 Unit 2 Unit 3 Unit 4 Unit 5	No Bid \$ 6,000.00 \$ 6,000.00 No Bid No Bid				
Bid meets or exceeds all major specifications: X YES N Bid meets or exceeds all minor specifications X YES N						
<b>Deviations:</b> No deviations						
<u>SELECTION</u>						
Patterson Mowing, LLC Patterson Mowing, LLC Advance Services Don Jantz Mowing Patterson Mowing, LLC	Unit 1 Unit 2 Unit 3 Unit 4 Unit 5	\$ 1,666.00 \$ 1,666.00 \$ 3,000.00 \$ 1,770.00 \$ 833.00				

#### **ORDINANCE NO. 2014-**

AN ORDINANCE CREATING ENID MUNICIPAL CODE, 2014, TITLE 8, ENTITLED "UTILITIES," CHAPTER 7, ENTITLED "NATURAL GAS FRANCHISE," GRANTING TO ONE GAS, INC., ACTING BY AND THROUGH ITS OKLAHOMA NATURAL GAS COMPANY DIVISION, AND ITS SUCCESSORS AND ASSIGNS, FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM APPROVAL AND ACCEPTANCE OF THIS ORDINANCE, A NON-EXCLUSIVE FRANCHISE AND RIGHT TO ENTER THE PUBLIC WAYS TO INSTALL, OPERATE AND MAINTAIN A DISTRIBUTION SYSTEM WITHIN, ALONG, ACROSS, OVER AND UNDER THE PUBLIC WAYS OF THE CITY OF ENID, OKLAHOMA FOR THE TRANSPORTATION, DISTRIBUTION AND/OR SALE OF GAS TO CONSUMERS AND THE PUBLIC GENERALLY IN THE CITY; DEFINING THE WORDS AND PHRASES THEREIN; PROVIDING FOR ASSIGNMENT, SALE OR LEASE OF THE FRANCHISE; PROVIDING FOR CHARGING PERSONS TRANSPORTING GAS THROUGH GRANTEE'S DISTRIBUTION SYSTEM A FEE ON THE CALCULATED VALUE OF SUCH TRANSPORTED GAS; PROVIDING FOR USE AND REPAIR OF THE PUBLIC WAYS; PROVIDING FOR REGULATION OF SERVICE; ESTABLISHING DEPTH OF PIPELINES; ESTABLISHING RIGHTS AND DUTIES IN THE MOVEMENT AND ALTERATION OF PIPELINES; PROVIDING FOR INDEMNIFICATION OF THE CITY OF ENID; PROVIDING FOR GRANTEE'S RULES AND REGULATIONS; **PROVIDING FOR INSPECTION OF GRANTEE'S RECORDS:** REOUIRING GRANTEE TO PAY A FRANCHISE FEE; ESTABLISHING **OPTION** TO **PURCHASE**; **GRANTOR'S PROVIDING OF** FRANCHISE: **CONDITIONS** THE **PROVIDING FOR** CONSTRUCTION OF THIS ORDINANCE UPON THE INVALIDITY OF ANY PART THEREOF; PROVIDING FOR THE SUBMISSION OF THIS ORDINANCE TO AN ELECTION OF THE OUALIFIED VOTERS OF THE CITY; PROVIDING FOR ACCEPTANCE OF THIS FRANCHISE BY GRANTEE AND BOTH AN EFFECTIVE AND AN OPERATIVE DATE THEREOF: PROVIDING FOR REPEALER, SAVINGS CLAUSE. SEVERABILITY AND CODIFICATION.

## **ORDINANCE**

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

<u>Section I.</u> That Title 8, Chapter 7, Section 8-7-1 of the Enid Municipal Code, 2014, is hereby created to read as follows:

### **8-7-1: DEFINITIONS:**

As used in this Ordinance, the following words and phrases shall have the following meanings:

- A. "Calculated Value" shall mean the total Transport Gas measured in Dekatherms (Dth), delivered to a Transport Gas Consumer for a billing period, multiplied by the Settlement Price to arrive at the value of the Transport Gas transported by Grantee for that Transport Gas Consumer.
- B. "Consumer" shall mean any individual person, corporation, company, partnership, firm, unincorporated association, trust, municipality, or public or private entity located within the municipal corporate limits of the City and served by the Grantee through any use of the Public Ways.
- C. "Dekatherm" or "Dth" shall mean a measurement of natural gas equal to 1,000,000 British Thermal Units ("Btu"), or 1 MMBtu, on a dry basis. Btu shall be computed on a temperature base of 60 degrees Fahrenheit and a pressure base of 14.73 PSIA.
- D. "Distributed" or "Distribution" shall mean all sales, distribution, or transportation of natural gas to any Consumer or user located within the municipal corporate limits of the City by the Grantee or by others through Grantee's Distribution System.
- E. "Distribution System" shall mean a system of works, pipes, pipelines, apparatus, machinery, structures, appliances and appurtenances as are reasonably necessary for the transportation, distribution or sale of gas to Consumers.
- F. "Franchise" shall mean the rights and privileges granted by Grantor to Grantee under Paragraph A of Section 2 of this Ordinance.
- G. "Franchise Fee" or "Franchise Fees" shall mean the sum of fees to be paid to the City by Grantee under Subsection 8-7-11(A)(1) of this Ordinance, as consideration for the use of the Public Ways.
- H. "Grantee" shall mean ONE Gas, Inc., a corporation acting by and through its Oklahoma Natural Gas Company division, and its successors and assigns.
- I. "Grantor" shall mean the City of Enid, Oklahoma, a municipal corporation, hereinafter also referred to as the "City."
- J. "Gross Receipts" shall mean any and all compensation derived by Grantee directly from the Distribution of natural gas to a Consumer for any use, including residential, industrial and commercial purposes, and shall include without limitation revenues from any operation or use of any or all of the Distribution System by Grantee or others. Gross Receipts shall not include revenues received by Grantee from Consumers as franchise fee reimbursement nor Volumetric Rate Fees collected by Grantee and remitted to Grantor in

accordance with Subsection 8-7-11(A)(2), nor shall Gross Receipts include revenues from incidental charges or miscellaneous fees not directly generated by the Distribution of natural gas to Consumers, such as, by way of example, connection and disconnection fees, reconnection fees, customer project contributions, returned check charges, delayed or late payment charges, temporary service charges, and other such charges.

- K. "Install, operate and maintain" shall mean to acquire, erect, construct, install, extend, repair, remove, relocate, replace, or otherwise operate and maintain.
- L. "Public Ways" shall mean any street, alley, avenue, boulevard, lane, park, parkway, sidewalk, driveway, public right of way, and any other public ways, places, areas, or grounds within the municipal corporate limits of the City as now constituted or as may be added or extended hereafter.
- M. "Settlement Price" shall mean the settlement prices for natural gas futures contracts traded on the New York Mercantile Exchange (NYMEX), or any successor exchange or index, on the 15<sup>th</sup> day of each month as published daily in *The Wall Street Journal* (WSJ) on the following business day (or the next day in which a Settlement Price is published) for each month of the twelve-month period immediately following.
- N. "Transportation Tariff Arrangement" shall mean any arrangement between Grantee and a Consumer pursuant to which natural gas owned by any party other than the Grantee shall be transported, distributed or sold through any portion of Grantee's Distribution System and under one of Grantee's tariffs or special contract for delivery to the Consumer.
- O. "Transport Gas" shall mean all natural gas transported by Grantee pursuant to a Transportation Tariff Arrangement or by other agreement, but not sold by Grantee though Grantee's Distribution System to any Consumer or user located within the municipal corporate limits of the City.
- P. "Transport Gas Consumer" shall mean a Consumer which uses Transport Gas.
- Q. "Volumetric Rate" shall mean Four Percent (4%) of the Calculated Value of Transport Gas as determined by Grantee in accordance with the provisions of this definition. The Volumetric Rate Calculation Form incorporated herein as Exhibit "A" shall be used for the calculation of the Volumetric Rate; provided, the four-percent multiplier labeled "4% Bundled Franchise Fee Rate" set forth on "Exhibit A" shall increase beginning January 1, 2016, in the manner as set out in Section 11(A)(1)(a), inclusive, of this Ordinance. The calculation shall be completed by Grantee and filed with the City Clerk of the City upon Grantee's acceptance of this Franchise and annually by each July following acceptance. The calculation filed upon Grantee's acceptance of this Franchise shall be effective from the date of such filing through and including December 31 of the next succeeding calendar year. The calculation filed by Grantee on July 31 in years following the year of acceptance of this Franchise shall be effective on January 1 of the next succeeding calendar year through and including December 31 of such calendar year. The calculation shall be subject to review by the City for mathematical correctness and the City shall

notify Grantee in writing within forty-five (45) calendar days after submission if the City deems such calculation to be incorrect. The volumetric rate calculation shall be based on the average of the average Settlement Prices for the twelve-month period beginning in July of the immediately preceding year and ending in June immediately preceding the July 31 calculation. The average Settlement Prices for each month during said twelvemonth period shall be calculated by adding the Settlement Prices for such month and the previous eleven months as published and dividing by twelve. The average Settlement Prices for each of the twelve months shall then be summed and divided by twelve to determine the average of the average Settlement Prices and then multiplied by four percent (4%) to obtain the Volumetric Rate; provided, the four percent (4%) multiplier used to obtain the Volumetric Rate shall increase beginning January 1, 2016, in the manner as set out in Section 11(A)(1)(a), inclusive, of this Ordinance; provided, in the event the then-current average of the average Settlement Prices as calculated above and entered on the Volumetric Rate Calculation Form, attached as Exhibit A (see line designated on Exhibit "A" as "settlement price average"), exceeds the Index price for ONEOK Gas Transportation, L.L.C., that is listed in the issue of Platt's "Inside FERC's Gas Market Report" published on the first business day of the respective month ("Platt's Index price"), then the Platt's Index price shall be used to calculate the Volumetric Rate for that delivery month in lieu of the average of the average Settlement Prices entered on the Volumetric Rate Calculation Form (Exhibit A) (i.e., for that respective delivery month, the Volumetric Rate shall be determined by taking the Platt's Index price and multiplying that price by 4% or the then applicable increased percentage determined in the same manner set out in Subsection 8-7-11(A)(2) of this Franchise).

R. "Volumetric Rate Fee" or "Volumetric Rate Fees" shall mean the fee or fees based on the Volumetric Rate to be collected and remitted to the City by Grantee as required by Subsection 8-7-11(A)(2) of this Franchise.

<u>Section II</u>. That Title 8, Chapter 7, Section 8-7-2 of the Enid Municipal Code, 2014, is hereby created to read as follows:

# 7-8-2: GRANT OF FRANCHISE:

- A. The Grantor hereby grants to Grantee for the term of twenty-five (25) years from the passage and voter approval of this Ordinance and the filing of a written acceptance by the Grantee, the right to enter upon the Public Ways to install, operate and maintain a Distribution System along, across, over and under the Public Ways for the privilege of transporting, distributing and/or selling gas to Consumers and the public generally within the municipal corporate limits of the City.
- B. The Ordinance shall have the effect of and shall be a contract between Grantor and Grantee and shall be the measure of the rights and liabilities of Grantor as well as Grantee.
- C. The Franchise granted by this Ordinance is not exclusive and nothing herein shall be construed to divest the Grantor of its control and regulation of the Public Ways.

<u>Section III</u>. That Title 8, Chapter 7, Section 8-7-3 of the Enid Municipal Code, 2014, is hereby created to read as follows:

# 7-8-3: FRANCHISE ASSIGNMENT, SALE OR LEASE

- A. Grantee shall not have the right to assign, sell, lease, or otherwise transfer in any manner whatsoever to any third party not affiliated with Grantee the rights and privileges granted under this Ordinance except as hereinafter provided. Any assignment, sale, lease, or other transfer by the Grantee of the Franchise granted herein to any third party not affiliated with Grantee shall be ineffective and void unless:
  - 1. The proposed assignment, sale, lease or transfer shall be in writing:
  - 2. The prospective assignee, buyer, lessee or other transferee shall agree in writing to accept and become responsible for full performance of all conditions, covenants, obligations, and liabilities contained in this Ordinance; and
  - 3. Such writing shall be submitted to the City Clerk of the Grantor.

This Paragraph A shall not apply to any arrangement which is in compliance with the provisions of Paragraph B of this Section. This Section shall not apply to the use of any portion of Grantee's distribution system for the transportation, distribution or sale to any Consumer purchasing, receiving and using natural gas outside the municipal corporate limits of the City.

B. After the operative date of this Ordinance, Grantee shall have the right to enter into or continue to operate pursuant to any "Transportation Tariff Arrangement" or to enter into or continue any arrangement by which natural gas owned by any party other than Grantee shall be transported, distributed or sold through any portion of Grantee's Distribution System for delivery to any Consumer located within the municipal corporate limits of the City.

<u>Section IV</u>. That Title 8, Chapter 7, Section 8-7-4 of the Enid Municipal Code, 2014, is hereby created to read as follows:

#### 8-7-4: USE AND REPAIR OF THE PUBLIC WAYS:

- A. Grantee's Distribution System shall be erected, placed, and laid or otherwise installed, operated and maintained in such a manner as will, consistent with reasonable necessity, least interfere with other public uses of the Public Ways.
- B. Before Grantee shall excavate or disturb the surface of any Public Way, except in the case of emergency, at least forty-eight (48) hours notice shall be given to the City's Engineer, Public Works Director or other proper authority designated in writing by the Grantor. After such excavation or disturbance, the Grantee shall, with due diligence and

dispatch, place the Public Way in a condition in compliance with the Grantor's reasonable standards and specifications.

- C. Upon Grantee's failure to commence or complete any construction, maintenance or restoration work required by this Ordinance with due diligence and dispatch, the Grantor may cause such work to be done after written notice to Grantee, given so as to afford Grantee an opportunity to commence and complete such work within a reasonable time. The cost of such construction, maintenance or restoration incurred by Grantor upon Grantee's failure shall then be charged and collected from the Grantee.
- D. Grantor reserves the right to make and enforce reasonable regulations concerning the construction of Grantee's Distribution System located within, along, across, over, or under the Public Ways and to reasonably designate where the Distribution System's works and pipelines shall be placed, so long as such regulations are not in conflict with the laws of the State of Oklahoma and the United States or the orders, rules or regulations of the Oklahoma Corporation Commission or other regulatory authority having jurisdiction over Grantee.
- E. No main gas line shall be laid in any park without the written permission from the Grantor designating the location and depth of such line.

<u>Section V</u>. That Title 8, Chapter 7, Section 8-7-5 of the Enid Municipal Code, 2014, is hereby created to read as follows:

# 8-7-5: REGULATION OF SERVICE:

- A. The Distribution System of the Grantee shall at all times be installed, operated and maintained in accordance with accepted good practice and in such condition as will enable the Grantee to furnish adequate and continuous service as required by the orders, rules and regulations of the Corporation Commission of Oklahoma or other regulatory authority having jurisdiction. The requirements set forth in this Section shall not relieve Grantee of any other obligations set forth herein.
- B. In the event that the Corporation Commission of Oklahoma or other state regulatory authority shall be deprived of the authority to regulate Grantee, then Grantor shall have the authority to set rates, terms and conditions of service for transportation, distribution or sale of natural gas by Grantee within the municipal corporate limits of the City.

<u>Section VI.</u> That Title 8, Chapter 7, Section 8-7-6 of the Enid Municipal Code, 2014, is hereby created to read as follows:

### 8-7-6: DEPTH OF PIPELINES:

After the operative date of this Franchise, Grantee's main or lateral lines installed or replaced in Public Ways shall be installed or replaced at depths which comply with all applicable state and federal rules and regulations establishing minimum safety standards for the design, construction, maintenance and operation of pipelines. Depth shall be measured from the lower of existing grade or proposed future grade as set forth on plans or other specifications existing at the time such lines are installed or replaced.

<u>Section VII</u>. That Title 8, Chapter 7, Section 8-7-7 of the Enid Municipal Code, 2014, is hereby created to read as follows:

# 8-7-7: DUTY TO MOVE OR ALTER LINES:

- A. Grantor reserves the right to lay or permit to be laid cables, electric conduits, water, sewer, gas or other pipelines and to do or permit to be done any underground work deemed necessary and proper by the Grantor, along, across, over or under the Public Ways. In permitting such work to be done, the Grantor shall not be liable to the Grantee for any damage to Grantee's pipeline unless Grantor or its agents or contractors are negligent in causing said damage.
- B. Whenever by reason of establishing a grade or changes in the grade of any street or in the location or manner of construction of any public way, cables, electric conduits, water, sewer, gas or other underground structures, it shall be deemed necessary by the Grantor to alter, change, adapt or conform any portion of Grantee's Distribution System located in the Public Ways, such alterations or changes shall be made within a reasonable time by the Grantee, as ordered in writing by the Grantor, without claim for reimbursement or compensation for damages against Grantor; provided, however, that this Section is not intended to require Grantee to alter, change, adapt or conform any portion of its Distribution System without reimbursement or compensation where the right to locate the same, whether by private right-of-way grant, utility easement or otherwise, was acquired prior to its location in the public way.
- C. If Grantor shall require the Grantee to adapt or conform its Distribution System or in any way to alter, relocate or change its property to enable any other person, firm, corporation or entity (whether public or private), other than the Grantor, to use the Public Ways, the Grantee shall be reimbursed by the person, firm corporation or entity desiring or occasioning such change for any and all loss, cost or expense occasioned thereby.
- D. "Person," "firm," "corporation," and "entity" as used in Paragraph C of this Section shall not include regular departments of the Grantor, or any trust or authority formed by or for the benefit of Grantor for public utility purposes, but shall include any other agency or authority of the City, whether acting in a governmental or non-governmental capacity, including, but not limited to, any urban renewal authority, or any other agency or authority, which as a part of its program clears whole tracts of land within the municipal corporate limits and relocates citizens for the purpose of urban development or similar aims.

<u>Section VIII</u>. That Title 8, Chapter 7, Section 8-7-8 of the Enid Municipal Code, 2014, is hereby created to read as follows:

### 8-7-8: INDEMNIFICATION OF GRANTOR:

The Grantee shall indemnify, become responsible for and forever save harmless the Grantor from any and all damages, judgments, reasonable costs and expenses, including attorney fees, which the Grantor may suffer or incur, or which may be legally obtained against the Grantor, for or by reason of the negligent use, repair or occupation of any public way within the municipal corporate limits of the City by the Grantee pursuant to the terms of this Ordinance or resulting from the negligent exercise by the Grantee of any of its privileges or by reason of its carrying on its business in the City (except where such damages, judgments, reasonable costs and expenses, including attorney fees, result from the negligence of Grantor or its agents or contractors); provided, however, that in the event of such claim or claims being prosecuted against the Grantor, the Grantee shall have the right to defend against the same, and to settle or discharge same in such manner as it may see fit, and the Grantor shall give prompt written notice to the Grantee of the presentation or prosecution of such claims.

<u>Section IX</u>. That Title 8, Chapter 7, Section 8-7-9 of the Enid Municipal Code, 2014, is hereby created to read as follows:

## 8-7-9: GRANTEE'S RULES AND REGULATIONS:

The Grantee shall have the right to make and enforce such reasonable rules and regulations as it may deem necessary for the extension of its facilities, the sale of its gas and the prudent conduct of its business, provided that such rules and regulations shall neither be in conflict with the laws of the State of Oklahoma, with the orders, rules or regulations of the Corporation Commission of Oklahoma or other regulatory authority having jurisdiction, nor with the ordinances and regulations of the Grantor insofar as they are consistent with the jurisdiction of the Corporation Commission of Oklahoma or such other regulatory authority.

<u>Section X</u>. That Title 8, Chapter 7, Section 8-7-10 of the Enid Municipal Code, 2014, is hereby created to read as follows:

# 8-7-10: INSPECTION OF RECORDS:

Grantee shall permit Grantor or its agents to inspect, during regular business hours, the books, papers and records kept by Grantee in the ordinary course of business and pertaining to the natural gas business carried on by it in the City, such as plats, maps and atlases identifying Grantee's pipelines in the City, and the books and records necessary to verify the franchise fee and Volumetric Rate Fee payments provided for in Section 11 hereof. Notwithstanding the obligation herein, Grantee shall have the right to request the reasonable protection of proprietary information and to provide redacted documents or require Grantor or its agents to enter into such agreements pertaining to confidentiality as may reasonably protect the proprietary information of Grantee but which do not unreasonably frustrate the purposes of this Section. Grantor shall promptly notify Grantee in writing of areas newly annexed into or de-annexed from the corporate limits of Grantor, and Grantee shall update its records for the purpose of payment of franchise fees as soon as reasonably practicable after receiving such notice.

<u>Section XI</u>. That Title 8, Chapter 7, Section 8-7-11 of the Enid Municipal Code, 2014, is hereby created to read as follows:

### 8-7-11: CONSIDERATION FOR FRANCHISE: FRANCHISE FEE:

- A. In consideration for the rights and privileges enjoyed under this Franchise, Grantee agrees to pay Grantor as follows:
  - 1. Grantee shall pay Grantor a franchise fee the sum of which is equal to Four Percent (4%) of the Gross Receipts received by Grantee, per billing period, from the transportation, distribution, and sale of natural gas for domestic, commercial or industrial consumption within the municipal corporate limits of the City. All sums due from Grantee shall be in lieu of all other franchise, license, or occupational taxes or fees, which may be levied or attempted to be levied on Grantee by the City; however,
    - a. Beginning January 1, 2016 and continuing through and including the remaining term of the Franchise, Grantee shall pay Grantor a franchise fee the sum of which is equal to Four point Two Five Percent (4.25%) of the Gross Receipts received by Grantee, per billing period, from the transportation, distribution, and sale of natural gas for domestic, commercial or industrial consumption within the municipal corporate limits of the City. All sums due from Grantee shall be in lieu of all other franchise, license, or occupational taxes or fees, which may be levied or attempted to be levied on Grantee by the City.
  - 2. Grantee shall pay Grantor a sum equal to the then-current Volumetric Rate multiplied by the number of Dth of Transport Gas transported or distributed through Grantee's system within the corporate limits of the City by Grantee or by any third-party to Transport Gas Consumers for consumption within the City.
- B. Should Grantee accept any franchise from any other municipality in Oklahoma in which Grantee provides consumers with natural gas service, and should such other franchise provide for a franchise fee, exaction fee or other similar assessment greater than the applicable rate specified above in Subsection 8-7-11(A)(1) of this Ordinance, then the rate provided for herein shall be automatically increased as of the date of Grantee's acceptance of the other franchise to such higher rate.
- C. In the event a Consumer or a Transport Gas Consumer does not pay a monthly bill from Grantee in full, Grantee shall prorate its payments of remissions to the City for sums due on that particular bill so that the amount actually paid by the Consumer or Transport Gas Consumer to Grantee on the bill is distributed to Grantee for the natural gas commodity and transportation or distribution service and to the City for sums due on the bill in proportion to the percentage of the total bill actually paid by the Consumer or Transport Gas Consumer. In the event Grantee actually collects any outstanding amounts due on a past due, unpaid or partially paid monthly bill to a Consumer or Transport Gas

Consumer, then Grantee shall pay Grantor its proportionate share of sums due to the City on such bill.

- D. Grantee's franchise fee based upon a percentage of gross cash receipts or a volumetric rate shall be payable monthly on or before the 25<sup>th</sup> day of each month, on its gross cash receipts of the preceding calendar month.
- E. All sums due from Grantee under this Section shall be payable monthly on or before the 25<sup>th</sup> day of each month for the preceding calendar month, which sums shall be in lieu of all other franchise, license, or occupation taxes or fees, which may be levied or attempted to be levied on Grantee by the City.
- F. The City's chief administrative officer or his designee may waive the Volumetric Rate Fee or any part thereof due from a Transport Gas Consumer, but such waiver shall only be granted if:
  - 1. The Transport Gas Consumer could otherwise obtain its energy needs from another source that would not be subject to the fees imposed in Subsection 8-7-11(A)(2) above and sufficient evidence is produced by the Transport Gas Consumer so as to substantiate such alternative source; and
  - 2. Such alternative source, including all other fees, would be less than the cost of utilizing Grantee to furnish and transport the gas or transport alone, as the case may be.
- G. Grantee shall update its records for the purpose of franchise fee payments as soon as reasonably practicable after receiving such notice.
- H. In the event the accounting rendered to Grantor by Grantee is found to be incorrect, then payment shall be made on the corrected amount, it being agreed that Grantor may accept amount offered by Grantee, but the acceptance thereof by Grantor shall not be deemed a settlement of such item if the amount is in dispute or later found to be incorrect. Grantee shall have no obligation, however, to make payment upon Transport Gas for which Grantee has not been paid. Grantee shall provide notice to Grantor of such delinquent accounts within ninety days and Grantor shall hold Grantee harmless from the cost or liability for the collection of franchise fees on such delinquent accounts.

<u>Section XII.</u> That Title 8, Chapter 7, Section 8-7-12 of the Enid Municipal Code, 2014, is hereby created to read as follows:

# SECTION 12. GRANTOR'S OPTION TO PURCHASE

A. Grantor shall have the option and right to purchase, take over and acquire (the "Purchase Option"), on an as-is, where-is basis:

- 1. Grantee's system of pipes, pipelines, meters and connected apparatus that is located in, across, upon and under the public ways within the incorporated limits of the City, and that is used for the purposes of transporting, distributing and selling gas to the City and/or its inhabitants, and
- 2. non-exclusive rights to use all assignable private rights of way and easements in favor of Grantee to the extent such rights of way and easements are located within the incorporated limits of the City and are used for the purposes of transporting, distributing and selling gas to the City and/or its inhabitants (collectively the items in (1) and (2) are referred to herein as the "Purchase Option Assets"), provided that the Purchase Option Assets shall not include any of the following:
  - a. Grantee's office locations,
  - b. office equipment (including without limitation computers, computer software, data), books and records, and office supplies,
  - c. vehicles,
  - d. intangible property,
  - e. assets used for operations, maintenance, meter reading, monitoring, construction, customer service, recordkeeping, administrative functions, emergency identification and response, or personnel training,
  - f. assets within the incorporated limits of the City that are used exclusively for the provision of gas service to areas outside such incorporated limits, and
  - g. assets that contribute to or assist in the delivery of gas to or from systems outside the incorporated limits of the City.
- B. The Purchase Option shall be subject to all the following terms and conditions:
  - 1. In order to exercise the Purchase Option, the City must deliver the following (the "Purchase Option Notice") to Grantee, in writing, any time during the next to final year of this Franchise, but no later than December 1, 2038:
    - a. a written notice that the City intends to exercise the Purchase Option and the proposed closing date, and
    - b. a copy, certified by the chief administrative officer of the City, of resolution(s) of the City's governing body along with an opinion of counsel for the City, in form reasonably acceptable to Grantee, stating that, among other things, the City has taken all necessary measures and has all necessary authority to consummate the purchase of the Purchase

Option Assets pursuant to the Purchase Option, reflecting the City's intent to take over, purchase and acquire the Purchase Option Assets (the "Purchase").

- 2. If the City fails to provide the Purchase Option Notice during the next to final year of the Franchise, then the Purchase Option shall automatically and immediately terminate without notice.
- 3. Any Purchase by the City shall be on the following terms:
  - a. The closing date of the Purchase shall not be later than the last day of the term of this Franchise.
  - b. At or before closing of the Purchase, the City must pay to Grantee the following:
    - (1) an amount equal to the Fair Market Value (as defined below, and determined in accordance with the Appraisal Procedure) of the Purchase Option Assets as they exist on the date (the "Appraisal Effective Date") of appointment of the third appraiser, as set forth in the Appraisal Procedure defined below,
    - (2) plus the actual cost or expense of all necessary capital improvements made by Grantee to the Purchase Option Assets and all necessary additions to the Purchase Option Assets from and after the Appraisal Effective Date until the date of closing the Purchase.
    - (3) plus comply with any and all requirements as may be ordered by any State or Federal regulatory agency including, but not limited to, the Oklahoma Corporation Commission pursuant to OAC 165:45-3-5 regarding the sale or disposal of jurisdictional facilities by utility which may include, but may not be limited to, any and all costs associated with isolating and separating Grantee's distribution system within the incorporated limits of the City that is used at the time to serve customers, current and future, outside the incorporated limits of the City (the "Separate Distribution Assets") so that (i) the Purchase can effectively take place without interfering with Grantee's rights and/or obligations to such customers and (ii) Grantee can serve such customers without the use of the Purchase Option Assets (collectively the "Additional Separation Costs"). The Additional Separation Costs shall be determined using the Appraisal Procedure.
  - c. the City shall Grant permits, licenses and/or easements to Grantee in a form acceptable to Grantee, at no cost to Grantee, for construction,

operation and maintenance of existing facilities within the incorporated limits of the City that may be determined to be the most cost effective and/or reliable means of serving customers outside the incorporated limits of the City, in order to not unnecessarily add cost to the Grantee's other customers in Oklahoma.

- d. "Fair Market Value" shall mean the fair market sales value of the Purchase Option Assets that would be obtained in an arm's length transaction between an informed and willing buyer (other than a buyer currently in possession) and an informed and willing seller, in each case under no compulsion to buy or sell, as determined in accordance with the Appraisal Procedure.
- e. "Appraisal Procedure" shall mean the following procedure for determining the Fair Market Value of the Purchase Option Assets and the Additional Separation Costs (collectively the "Values").

After Grantee's receipt of a Purchase Option Notice, Grantor and Grantee shall consult for purposes of determining the Values by mutual agreement.

In the absence of such agreement on or before the 60<sup>th</sup> day after the Grantee's receipt of the Purchase Option Notice, then the Values shall be determined by a panel of three independent appraisers, one of whom shall be selected by each of the Grantor and Grantee on or before the 20th day following the expiration of such 60-day period, such selection to be made by a writing delivered by the selecting party to the other. If one party appoints an appraiser pursuant to the immediately preceding sentence, and if the other party fails to appoint a second appraiser within the applicable time limit, the appraisal shall be made by such appraiser. On or before the 10th day after appointment of the second appraiser, a third appraiser shall be selected by agreement of the first two appraisers, or if such two appraisers are unable to agree upon a third appraiser by such date, such appointment shall be made by the American Arbitration Association (or its successors).

Each appraiser appointed pursuant to the foregoing procedure shall (i) be experienced in rendering appraisals of gas distribution systems, (ii) be of recognized ability, and (iii) have no real or apparent conflict of interest with Grantor or Grantee (for example, and not by way of limitation, no appraiser shall be a resident or employee of the City nor an officer, employee, stockholder, or director of Grantee).

If they so desire, the appraisers may jointly retain the services of one or more third-party consultants (the "Third-Party Appraiser Consultants") for the purposes of performing any engineering and technical work the appraisers desire in order to carry out their duties hereunder, including without limitation the determination of the components of the Fair Market Value of the Purchase Option Assets and/or the Additional Separation Costs.

The appraisers shall determine the Values and communicate such determination to the parties in writing (each such writing a "Return") on or before the 180th day after the appointment of the last of such appraisers to be appointed, and such determination shall be final, binding and conclusive upon the parties, subject to the provisions set forth below. If three appraisers shall be appointed, the Values shall be the applicable averages of the three appraisals rendered by the appraisers. In the event, however, that the lowest or the highest of the three appraisals, or both, in regard to any component of the Values (*i.e.* the Fair Market Value of the Purchase Option Assets or the Additional Separation Cost), varies by more than ten percent from the middle appraisal, the appraisal or appraisals so varying shall be disregarded in determining such component(s) of the Values.

Regardless of whether the Purchase is actually closed, (i) Grantor and Grantee shall share equally the fees and expenses of the Appraisal Procedure and (ii) Grantor shall pay the costs and expenses related to the Third-Party Appraiser Consultants, as incurred.

Within thirty (30) days of receiving the last Return to be received, Grantor and Grantee shall each serve written notification on one another regarding whether such party agrees or disagrees with the determination of the Values. Any such written notice of agreement or disagreement shall be served personally or by certified mail, return receipt requested, on the City Manager of the City and on the Senior Vice President, Commercial or other equivalent officer of Grantee, respectively. Failure of a party to serve such written notice of agreement or disagreement within thirty (30) days of receiving such Return shall constitute a waiver of the right of the party not serving the notice in a timely manner to disagree with the determination, and such determination shall thereupon become binding on that party. If both parties agree with the determination, then such determination shall be binding on both parties. If either party disagrees with the determination of the appraiser(s) and serves written notice of such disagreement on the other party within thirty (30) days of receipt of the last Return to be received, as provided above, then the parties shall forthwith proceed to district court by the filing of an appropriate civil action for a declaratory judgment by either party against the other party, with the determination of the Values to be decided by non-jury trial. The district judge making such determination shall use the same criteria for determining the Values as are to be used by the appraiser(s) under the Appraisal Procedure. After the judge renders a verdict and the district court enters judgment on such verdict, either party shall have such further

right to appeal the verdict and judgment to an appellate court as may be provided by Oklahoma law. In any such judicial proceeding, the prevailing party, as determined by the court, shall be entitled to recover from the other party all legal fees and expenses that were incurred in connection with such judicial proceeding.

The decision of the appraisers (or the court, as applicable), and the Purchase, shall be subject to all applicable federal, state and local laws, or other applicable rules, regulations or orders.

- f. After closing of the Purchase,
  - (1) Grantor shall be responsible for all aspects of licensing and operating the Purchase Option Assets and
  - (2) Grantor shall indemnify Grantee and hold Grantee harmless of and from all costs, expenses and liabilities relating to the ownership or operation of the Purchase Option Assets that arise or are incurred after the closing.
- C. The closing of the Purchase shall occur on a date agreeable to the City and Grantee but in any event no later than one hundred twenty (120) days after the receipt of the last Return and, if any judicial proceeding is timely instituted under Subsection 8-7-12(B)(3)(e) above, the final determination and disposition of all appeals in regard to any such judicial proceeding (such date the "Closing Deadline"). The closing shall occur at a location agreed to by both the City and Grantee.
- D. At the closing of the Purchase,
  - 1. Grantor shall pay to Grantee, in cash or immediately available funds, the amounts set forth in Subsections 8-7-12(B)(3)(b) and B(3)(e) above,
  - 2. Grantor shall execute and deliver to Grantee such documents and instruments as Grantee shall reasonably require to grant and transfer to Grantee the permits, licenses and/or easements described in Subsection 8-7-12(B)(3)(c) above,
  - 3. Grantee shall execute and deliver to Grantor such documents and instruments as Grantor shall reasonably request to transfer the Purchase Option Assets to Grantor, as-is and where is, expressly disclaiming any and all express and implied warranties, and
  - 4. Each of Grantor and Grantee shall execute and deliver such other documents and instruments as shall be necessary to carry out the intent of this Section.
- E. If Grantor is unable or unwilling to close by the Closing Deadline, Grantee may, at Grantee's option, terminate the Purchase Option by written notice to Grantor. In any

such case, Grantor and Grantee shall pay the fees, costs and expenses of the Appraisal Procedure as set forth in Subsection 8-7-12(B)(3)(e).

- F. Any and all sales (including bulk sales), use, transfer, recording, value added, ad valorem, privilege, documentary, gross receipts, registration, conveyance, excise, license, stamp or similar taxes and fees arising out of, in connection with or attributable to the Purchase (the "Transfer Taxes") shall be paid by the City. City and Grantee shall:
  - 1. cooperate in timely making all filings, returns, reports and forms as may be required in connection with the City's payment of the Transfer Taxes and
  - 2. as appropriate, execute and deliver, or cause to be executed and delivered, all instruments and certificates necessary to enable the other to comply with any filing requirements relating to any Transfer Taxes.
- G. The Purchase Option shall be non-assignable by the City.
- H. Nothing contained in the Section shall be construed as denying the City the right of acquiring at any time, the properties and property rights of Grantee in such manner as may be otherwise provided or permitted by applicable laws of the State of Oklahoma.

<u>Section XIII</u>. That Title 8, Chapter 7, Section 8-7-13 of the Enid Municipal Code, 2014, is hereby created to read as follows:

# 8-7-13: CONDITIONS OF FRANCHISE:

This contract, Franchise, grant and privilege is granted and accepted under and subject to all applicable laws and under and subject to all of the orders, rules, and regulations now or hereafter adopted by governmental bodies now or hereafter having jurisdiction.

<u>Section XIV</u>. That Title 8, Chapter 7, Section 8-7-14 of the Enid Municipal Code, 2014, is hereby created to read as follows:

# 8-7-14: INVALIDITY OF ORDINANCE:

If any clause, sentence, or section of this Ordinance shall be held to be invalid, it shall not affect the remaining portions of this Ordinance, which shall remain valid and effective as if such invalid provision did not exist, although the parties shall be entitled to a judicial interpretation or construction of this Ordinance to address the validation of such provision by minimal amendment thereof. Further, should any governmental body now or hereafter having jurisdiction determine that Grantee shall not be permitted to collect in whole or in part the compensation due Grantor by others for Transport Gas as set forth in Subsection 8-7-3(B) and Subsection 8-7-11(A)(2) of this Ordinance, Grantee shall thereafter have no obligation to make such payment to Grantor and Subsection 8-7-3(B) and Subsection 8-7-11(A)(2) shall be of no force and effect.

<u>Section XV</u>. Election Required. This Ordinance shall not become operative until it shall be approved by a majority of the qualified electors voting thereon residing within the municipal corporate limits of the City at an election called for that purpose, and a special election is hereby called for the purpose of submitting to the qualified electors residing in said City, the question of approval or disapproval of this Ordinance, which election shall be held on the 4<sup>th</sup> day of November, 2014, between the hours prescribed by law. The Mayor of the City is hereby authorized and directed to issue a proper and lawful call and proclamation of such special election to be held on such date as aforesaid for said purpose, and the Board of Commissioners of the City are hereby directed to give due and lawful notice of such election and submission of said question to the electors of said City as prescribed by law and the Ordinances of the City.

<u>Section XVI</u>. Effective Date, Operative Date and Acceptance. In the event this Ordinance is approved by a majority vote of said electors voting thereon at said election, this Ordinance shall become *effective* immediately from and after its passage. The Grantee shall file with the City Clerk, within thirty (30) days after the official canvass of the votes and declaration by the Board of Trustees of the results thereof, a written acceptance. This Ordinance shall become *operative* on the date of filing of such acceptance

<u>Section XVII</u>. Repealer. All ordinances or parts thereof, which are inconsistent with this Ordinance, are hereby repealed.

<u>Section XVIII</u>. 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.

<u>Section XIX</u>. The provisions of this Ordinance are severable, and if any part or provision hereof shall be adjudged invalid by any court of competent jurisdiction, such adjudication shall not affect or impair any of the remaining parts or provisions hereof. It is hereby declared to be the intention of the City Commission of the City of Enid that this Ordinance would have been adopted had such invalid part not been included.

<u>Section XX</u>. Codification. This Ordinance shall be codified as Title 8, Chapter 7, Sections 8-7-1 through 8-7-14 of the Enid Municipal Code, 2014.

**PASSED AND APPROVED** by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this 19th day of August, 2014.

William E.	Shewey,	Mayor	

ATTEST:	
Linda Parks, City Clerk	
Approved as to form and legality:	
Andrea L. Chism, City Attorney	

#### Exhibit "A" The City of Enid, Oklahoma **Volumetric Rate Calculation Form** For the Transportation of Natural Gas in Pipelines Located in the City of Enid, Oklahoma Based on the NYMEX settlement prices for each month of the twelve forward months as occurred on the 15th of each month, published the following business day. Wall Street Journal Source: Form must be filed each year with the City Clerk by July 31 and notice sent to the Natural Gas Companies. Deadline: Last Year Last Year Last Year Last Year This Year This Year Last Year Last Year This Year This Year This Year This Year Month **Jul 15** Aug 15 Sep 15 Oct 15 Nov 15 Dec 15 Jan 15 Feb 15 Mar 15 Apr 15 May 15 Jun 15 Aug Last Year Sep Last Year Oct Last Year Nov Last Year Dec Last Year Jan Current Year Feb Current Year Mar Current Year Apr Current Year May Current Year Jun Current Year Jul Current Year Aug Current Year Sep Current Year Oct Current Year Nov Current Year Dec Current Year Jan Next Year Feb Next Year Mar Next Year Apr Next Year May Next Year Jun Next Year Avg Settlement Price through June \_ settlement price average X. Bundled Franchise Fee Rate Note: If the 15th of the month falls on a week-end or holiday, then use the next business day settlement price. Volumetric Rate/MCF

### ELECTION PROCLAMATION AND NOTICE

Under and by virtue of the authority vested in my by the Constitution and laws of the State of Oklahoma, the Charter of the City of Enid, Oklahoma, and City of Enid Resolution dated August 19, 2014, authorizing the calling of an election on the proposition hereinafter set forth, I, William E. Shewey, the duly elected Mayor of the City of Enid, do hereby declare, proclaim and call an election to be held in the City of Enid on the 4th day of November, 2014, and submit the following question and proposition to the qualified voters of the City of Enid.

# **Proposition No. 1**

SHALL THE ORDINANCE PROPOSING THE GRANTING TO ONE GAS, INC., AND ITS SUCCESSORS AND ASSIGNS, A TWENTY-FIVE (25) YEAR NON-EXCLUSIVE FRANCHISE AND RIGHT TO ENTER THE PUBLIC WAYS TO INSTALL, OPERATE AND MAINTAIN A DISTRIBUTION SYSTEM WITHIN THE PUBLIC WAYS OF THE CITY OF ENID, OKLAHOMA FOR THE TRANSPORTATION, DISTRIBUTION AND/OR SALE OF GAS TO CONSUMERS; PROVIDING DEFINITIONS; PROVIDING FOR ASSIGNMENT, SALE OR LEASE OF THE FRANCHISE; PROVIDING **PERSONS** FOR **CHARGING** TRANSPORTING GAS THROUGH GRANTEE'S DISTRIBUTION SYSTEM A FEE ON THE CALCULATED VALUE OF SUCH TRANSPORTED GAS; PROVIDING FOR USE AND REPAIR OF PUBLIC WAYS; PROVIDING FOR REGULATION OF SERVICE; ESTABLISHING DEPTH OF PIPELINES; ESTABLISHING RIGHTS AND DUTIES IN THE MOVEMENT AND ALTERATION OF PIPELINES; PROVIDING FOR INDEMNIFICATION OF GRANTOR; PROVIDING FOR GRANTEE'S RULES AND REGULATIONS; PROVIDING FOR INSPECTION OF GRANTEE'S RECORDS; REQUIRING GRANTEE TO PAY A FRANCHISE FEE; ESTABLISHING GRANTOR'S OPTION TO PURCHASE; PROVIDING FOR CONDITIONS OF THE FRANCHISE; SUBMISSION OF THIS ORDINANCE TO AN ELECTION OF THE QUALIFIED VOTERS OF THE CITY; PROVIDING FOR ACCEPTANCE OF THIS FRANCHISE BY GRANTEE AND BOTH AN EFFECTIVE AND AN OPERATIVE DATE THEREOF; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION?

#### YES – FOR THE PROPOSITION

### NO – AGAINST THE PROPOSITION

The ballot used at said election shall set out the Proposition as above set forth, and shall also contain the words: "The voter shall complete the arrow pointing to your choice."

That only the registered, qualified voters of the City of Enid, Oklahoma, may vote upon the proposition as set forth above.

The election shall be held at the same places and in the same manner prescribed by law for conducting county and state elections and the numbers and locations of the polling places and the persons who shall conduct said election shall be the same as for county and state elections, all as respectively designated and prescribed by the County Election Board of Garfield County, Oklahoma.

The polls shall be opened at 7:00 o'clock a.m. and remain open until and be closed at 7:00 p.m.

Witness my hand as Mayor of the City of Enid, Oklahoma, and seal of said City affixed hereto on this 19th day of August, 2014.

	William E. Changer Mayor	_
	William E. Shewey, Mayor	
(SEAL)		
ATTEST:		
Linda Parks, City Clerk		
Approved as to form and legality:		
Andrea L. Chism, City Attorney		

## RESOLUTION

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA, AUTHORIZING THE CALLING AND HOLDING OF AN ELECTION IN THE CITY OF ENID, STATE OF OKLAHOMA (THE "CITY"), ON THE 4TH DAY OF NOVEMBER, 2014, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED QUALIFIED ELECTORS OF SAID CITY THE QUESTION OF GRANTING A FRANCHISE TO ONE GAS, INC.; AND CONTAINING OTHER PROVISIONS RELATING THEREO.

BE IT RESOLVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma:

<u>Section 1</u>. Proposition. That the Mayor of the City of Enid, or in his absence or incapacity, the duly qualified Vice Mayor, be and hereby is authorized and directed to call an election to be held in the City of Enid on the 4th day of November, 2014, for the purpose of submitting to the registered qualified voters of the City, for their approval or rejection, the following proposition:

## **PROPOSITION**

"SHALL THE ORDINANCE PROPOSING THE GRANTING TO ONE GAS, INC., AND ITS SUCCESSORS AND ASSIGNS, A TWENTY-FIVE (25) YEAR NON-EXCLUSIVE FRANCHISE AND RIGHT TO ENTER THE WAYS TO INSTALL, OPERATE AND MAINTAIN DISTRIBUTION SYSTEM WITHIN THE PUBLIC WAYS OF THE CITY OF ENID, OKLAHOMA FOR THE TRANSPORTATION, DISTRIBUTION AND/OR SALE OF GAS TO CONSUMERS; PROVIDING DEFINITIONS; PROVIDING FOR ASSIGNMENT, SALE OR LEASE OF THE FRANCHISE; PROVIDING **FOR CHARGING PERSONS** TRANSPORTING THROUGH GRANTEE'S DISTRIBUTION SYSTEM A FEE ON THE CALCULATED VALUE OF SUCH TRANSPORTED GAS; PROVIDING FOR USE AND REPAIR OF PUBLIC WAYS; PROVIDING FOR REGULATION OF SERVICE; ESTABLISHING DEPTH OF PIPELINES; ESTABLISHING RIGHTS AND DUTIES IN THE MOVEMENT AND ALTERATION OF PIPELINES; PROVIDING FOR INDEMNIFICATION OF GRANTOR; PROVIDING FOR GRANTEE'S RULES AND REGULATIONS: PROVIDING FOR INSPECTION OF GRANTEE'S RECORDS; REQUIRING GRANTEE TO PAY A FRANCHISE FEE; ESTABLISHING GRANTOR'S OPTION TO PURCHASE: PROVIDING FOR CONDITIONS OF THE FRANCHISE: SUBMISSION OF THIS ORDINANCE TO AN ELECTION OF THE QUALIFIED VOTERS OF THE CITY; PROVIDING FOR ACCEPTANCE OF THIS FRANCHISE BY GRANTEE AND BOTH AN EFFECTIVE AND AN OPERATIVE DATE THEREOF; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION?"

- Section 2. That such call for said election shall be by proclamation, signed by the Mayor of the City and attested by the City Clerk, setting forth the proposition to be voted upon and the hours of opening and closing of the polls. That the ballots shall set forth the proposition to be voted upon substantially as set out in Section 1 hereof, and that the returns of said election shall be made to and canvassed by the Garfield County Election Board.
- <u>Section 3</u>. That the number and location of the polling places and the persons who shall conduct the election shall be the same as the regular polling places and persons prescribed and selected by the Garfield County Election board, for elections in the City of Enid, Oklahoma.
- <u>Section 4</u>. That the Proclamation and Notice of Election of even date, a copy of which is on file with the City Clerk and which is incorporated herein by reference, calling said election is hereby approved in all respects, and the Mayor or vice Mayor is hereby authorized to execute said Proclamation and Notice of Election on behalf of the City, and the City Clerk is hereby authorized to attest and affix the seal of the City to said Proclamation and Notice of Election, and to cause a copy of said Proclamation and Notice of Election to be published as required by law, and a copy thereof delivered to the Garfield County Election Board.

<u>Section 5</u>. That the City Clerk shall serve or caused to be served, a copy of this Resolution and the Proclamation and Notice of Election upon the office of the Garfield county Election Board at least sixty (60) days prior to the date of the election.

PASSED AND APPROVED this 19th day August, 2014.

THF	CITY	OF ENID	OKI	AHOMA
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	William E. Shewey, Mayor	
(SEAL)		
ATTEST:		
Linda Parks, City Clerk		

Approved as to form and legality:	
Andrea L. Chism, City Attorney	_

Funding Approval/Agreement
Title I of the Housing and Community
Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development Office of Community Planning and Development Community Development Block Grant Program

Name of Grantee (as shown in item 5 of Standard Form 424)     City of Enid	9	ID Nu	rantee's 9-digit Ta imber: 5005197	3b. Grantee 074-27	e's DUNS Number: 7-5363	4. Date use of funds may begin (mm/dd/yyyy): 07/01/2013
Grantee's Complete Address (as shown in item 5 of Standard P.O. Box 1768	1 Form 424)		5a. Project/Gran B-14-MC	-40-0006	7 494 7 444	ount Approved 60,806
Enid, OK 73702			5b. Project/Gran	nt No. 2	6b. Am	ount Approved
			5c. Project/Gran	nt No. 3	6c. Amo	ount Approved
Grant Agreement: This Grant Agreement between the authority of Title I of the Housing and Community Deve HUD regulations at 24 CFR Part 570 (as now in econditions/addendums, constitute part of the Agreement available to the Grantee upon execution of the Agreement after the date specified in item 4 above provided the acagreement costs may not be paid with funding assistance conditions to the Funding Approval. The Grantee agreementies in regulations issued by the Secretary pursual responsibility for adherence to the Agreement by sub-recurs. Department of Housing and Urban Development (By Nam Bill Bright	lopment Act of 1974  Iffect and as may  Subject to the propert by the parties. The  tivities to which such a specified here unless to assume all of the  nt to Section 104(graphent entities to which	t, as amended be amended ovisions of the funding ass ch costs are ass st they are as e responsibility of Title I is	from time to his Grant Agreen distance specified related are carried athorized in HUI ties for environment and published in anding assistance Grantee Name	et seq.). The Gra time), and this ment, HUD will d in the Funding ed out in complia D regulations or a mental review, de in 24 CFR Part 5	ntee's submission Funding Approv make the funding Approval may be unce with all appl approved by waiv cision making, an 58. The Grantee able.	is for Title I assistance, the ral, including any special gassistance specified here used to pay costs incurred licable requirements. Preser and listed in the special dactions, as specified and
Title			Title.	ind, Oktanom	a	
Director of Community Planning and Deve			Bill Shev	vey, Mayor of	the City of Er	nid, Oklahoma
Signature .	Date (mm/dd/yyy 07/14/2014	y)	Signature Bill	Shower	2-	Date (mm/dd/yyyy)
7. Category of Title I Assistance for this Funding Action (check only one)  a. Entitlement, Sec 106(b)  b. State-Administered, Sec 106(d)(1)  c. HUD-Administered Small Cities, Sec 106(d)(2)(B)  d. Indian CDBG Programs, Sec 106(a)(1)	8. Special Condit (check one) None	ions	9a. Date (mm/d 9b. Date (mm/d 9c. Date	HUD Received Suld/yyyy) 05/16/2 Grantee Notified (d/yyyy) of Start of Program (d/yyyy) 07/01/2	2014 ×	ack one a. Orig. Funding Approval b. Amendment Amendment Number
e. Surplus Urban Renewal Funds, Sec 112(b)  f. Special Purpose Grants, Sec 107	11. Amount of Co Block Grant	ommunity Deve	elopment	Y (2014)	FY( )	Levi
g. Loan Guarantee, Sec 108	a. Funds Reserved for this			430,806	F1( )	FY( )
	7.4.2.5005.51.5	w being Appro		130,806		
	5-100000-100	on to be Cance		0		
12a. Amount of Loan Guarantee Commitment now being Appro	oved	12b. Name an		ss of Public Agency		
Loan Guarantee Acceptance Provisions for Designate The public agency hereby accepts the Grant Agreement Department of Housing and Urban Development on the respect to the above grant number(s) as Grantee desig loan guarantee assistance, and agrees to comply wit	e above date with	12c. Name of		I for Designated Pu	blic Agency	
conditions of the Agreement, applicable regulative requirements of HUD now or hereafter in effect, passistance provided it.	ons, and other pertaining to the	Title	APPLICA			
HIID Accounting the Only		(30,000				
HUD Accounting use Only						Effective Date
Batch TAC Program Y A Reg Area	ШП	roject Number		Amo		(mm/dd/yyyyy) F
Ď Ď		Project Number		Amo	1	
Date Entered PAS (mm/dd/yyyy) Date Entered LOCCS (m	m/dd/yyyy) Batch N	Number	Transaction	Code	Entered By	Verified By
- La				24 C	FR 570	form HUD-7082 (4/93)

	PURCHASE	ORDER CLA	IMS LIST	8/19/2014
<u>FUND 10</u>	<u>DEPT 000 - N.A.</u>			
01-01472 01-02082 01-02291 01-03030 01-03718 01-04535 01-04536 01-05041 01-06041 01-08123 01-15125 01-15125 01-15127 01-16004 01-16004 01-19047 01-23055 01-3309 01-67250 01-67250 01-67250 01-70950 01-77580	WHEATLAND ANIMAL CLINIC OLSON ANIMAL HOSPITAL, INC. CAT CLINIC, INC. ANIMAL CARE OF ENID, INC. FRIENDS OF THE LIBRARY	PO0123348 PO0123137 PO0123242 PO0123187 PO0123144 PO0123365 PO0123353 PO0123365 PO0123238 PO0123190 PO012324 PO0123329 PO0123203 PO0123217 PO0123136 PO0123367 PO0123146 PO0123146 PO0123376 PO0123354 PO0123354 PO0123354 PO0123354	MONTHLY SERVICE 7/14 REIMB/SPAY/NEUTER OUBCC FEES 7/14 COPIER MAINTENANCE 7/14 REIMB/SPAY/NEUTER REFUND/NEUTER FEE REIMB/SPAY/NEUTER DYED DIESEL UNLEADED FUEL MONTHLY SERVICE 7/14 REIMB/SPAY/NEUTER REIMB/SPAY/NEUTER REIMB/SPAY/NEUTER QUARTERLY PROCEEDS MONTHLY SERVICE 7/14 COPIER MAINTENANCE 7/14 REIMB/SPAY/NEUTER	\$134.00 \$44.32 \$5,478.92 \$105.00 \$708.00 \$86.29 \$135.00 \$122.00 \$22,139.66 \$21,241.51 \$42,087.70 \$64,858.07 \$794.32 \$216.15 \$740.00 \$665.56 \$1,556.04 \$75.00 \$60.00 \$60.00 \$650.00 \$947.25 \$542.77 \$704.45 \$200.00 \$1,982.66 \$1,982.66
FUND 10	DEPT 100 - ADM. SERVICES			
01-01338 01-01783 01-04273 01-04319 01-04501 01-04540 01-13036 01-16145 01-16145	ADVANCED WATER SOLUTIONS J & P SUPPLY, INC. JP MORGAN CHASE SRO PRODUCTIONS OF TULSA, INC. NAPA AUTO PARTS-WAREHOUSE NAPA AUTO PARTS-WAREHOUSE THE PACE GROUP SPLASH ZONE MESSER BOWERS PETTY CASH PETTY CASH QUILL CORPORATION, INC.	PO0123230 PO0123400 PO0123121 PO0123413 PO0123414 PO0122441 PO0123410 PO0123183 PO0123236 PO0123236	MONTHLY SERVICES 7/14 M-1414A COE LOGO MAT CHASE PAYMENT ENTERTAINMENT/HOLIDAY PARTY WAREHOUSE PARTS 5/14 WAREHOUSE PARTS 4/14 PROFESSIONAL SERVICES DAY PASSES (100) NOTARY BOND/E MCKISSICK REIMB/MEALS/E BENSON REIMB/TRAVEL/J RILEY INK CARTRIDGE ADM. SERVICES TOTAL	\$43.50 \$584.11 \$1,061.25 \$8,613.00 \$163.23 \$143.66 \$739.70 \$1,000.00 \$30.00 \$26.31 \$110.81 \$146.69 \$12,662.26
<u>FUND 10</u>	DEPT 110 - HUMAN RESOURCES			
01-02082 01-04129 01-04319 01-16004 01-51430 01-74730	J & P SUPPLY, INC. JP MORGAN CHASE AT&T MOBILITY OK DEPT. OF CORRECTIONS NAPA AUTO PARTS-WAREHOUSE PDQ PRINTING ENID P T PROFESSIONALS NORTHERN OKLAHOMA COLLEGE WELLS FARGO	PO0123317 PO0123400 PO0123308 PO0123312 PO0123413 PO0123320 PO0123384 PO0123204 PO0123243	CHASE PAYMENT DATA CHARGES 7/14 INMATE COSTS/DOC VAN USAGE WAREHOUSE PARTS 5/14 BUSINESS CARDS/K DODGE NEW EMPLOYEE EXAMS (11) TUITION ASSISTANCE	\$710.98 \$821.64 \$0.61 \$805.76 \$77.79 \$45.00 \$1,650.00 \$1,000.00 \$625.00 \$5,736.78

<u>FUND 10</u>	DEPT 120 - LEGAL SVCS.			
01-02131 01-03902 01-03921 01-04118 01-04251 01-04537 01-16145 01-33380	JP MORGAN CHASE LEXISNEXIS MCGIVERN & GILLIARD A PROFESSIONAL EXPRESS SCRIPTS, INC. ARENS, EDWARDS SPALDING REPORTING SERVICE, INC. IWCF, INC PETTY CASH PETTY CASH OPFER, DAVID OPFER, DAVID	PO0123400 PO0123265 PO0123343 PO0123338 PO0123341 PO0123342 PO0123366 PO0123236 PO0123236 PO0123248	PROFESSIONAL SERVICES 7/14 WC/ATTORNEY FEES WC/MEDICAL WC/TRAVEL REIMB WC/DEPOSITION WORKERS COMP CONFERENCE REIMB/FILING FEES REIMB/CLERK FEES WC/MEDICAL	\$551.33 \$993.00 \$20.00 \$1,398.88 \$102.59 \$219.75 \$250.00 \$125.70 \$2.50 \$317.36 \$317.36 \$4,298.47
<u>FUND 10</u>	DEPT 140 - SAFETY			
01-01227 01-01783 01-02919 01-04319	ADVANCED WATER SOLUTIONS AUTRY VO-TECH CENTER JP MORGAN CHASE RAPID DETECT, INC. NAPA AUTO PARTS-WAREHOUSE NAPA AUTO PARTS-WAREHOUSE	PO0123212 PO0123364 PO0123400 PO0123325 PO0123413 PO0123414	SAFETY TRAINING 7/14 CHASE PAYMENT DRUG SCREENING TESTS (3)	\$15.15 \$120.00 \$641.49 \$932.70 \$408.90 \$15.19 \$2,133.43
<u>FUND 10</u>	DEPT 150 - PR/MARKETING			
01-02421	JP MORGAN CHASE SUDDENLINK COPIERS PLUS, INC.	PO0123400 PO0123357 PO0123160	CHASE PAYMENT MONTHLY SERVICES 8/14 COPIER OVERAGE 7/14 PR/MARKETING TOTAL	\$105.74 \$168.75 \$6.67 <b>\$281.16</b>
FUND 10	DEPT 200 - GENERAL GOVERNMENT			
01-07085 01-36830	JP MORGAN CHASE ROGGOW CONSULTING MCMORROW-LOVE, MARGARET MCMORROW-LOVE, MARGARET NAPA AUTO PARTS-WAREHOUSE NAPA AUTO PARTS-WAREHOUSE SOUTHERN MUNICIPAL CONFERENCE ENID NEWS & EAGLE GREATER ENID CHAMBER OF COMMERCE MAIN STREET ENID, INC. GARFIELD CO. LEGAL NEWS AT & T BOOKER T WASHINGTON	PO0123122 PO0123233 PO0123234 PO0122594	CONSULTING SERVICES 7/14 PROFESSIONAL SERVICES 6/14 PROFESSIONAL SERVICES 7/14 WAREHOUSE PARTS 5/14 WAREHOUSE PARTS 4/14 SOUTHERN MUNICIPAL CONF 2014 PUBLIC NOTICE CHEROKEE STRIP SPONSORSHIP LOCAL PROGRAM FUNDING 8/14 PUBLICATIONS 8/14	\$1,248.60 \$4,000.00 \$114.60 \$4,531.87 \$163.23 \$174.39 \$250.00 \$98.00 \$600.00 \$6,250.00 \$652.70 \$474.37 \$15,000.00 \$33,557.76
<u>FUND 10</u>	DEPT 210 - ACCOUNTING			
01-01783 01-16004 01-16004	ADVANCED WATER SOLUTIONS JP MORGAN CHASE PDQ PRINTING PDQ PRINTING PETTY CASH	PO0123212 PO0123400 PO0123203 PO0123235 PO0123236	CHASE PAYMENT ENVELOPES	\$36.85 \$149.00 \$75.00 \$370.00 \$55.43 <b>\$686.28</b>

#### FUND 10 DEPT 220 - RECORDS & RECEIPTS 01-01783 JP MORGAN CHASE PO0123400 CHASE PAYMENT \$18.99 01-13089 MERRIFIELD OFFICE SUPPLY PO0123379 INK PADS/LAMINATING SHEETS \$8.02 REIMB/DRAWER SHORTAGE 01-16145 PETTY CASH PO0123236 \$100.00 01-55120 QUILL CORPORATION, INC. PO0123350 **PFNS** \$14.36 **RECORDS & RECEIPTS TOTAL** \$141.37 FUND 10 DEPT 250 - INFORMATION TECHNOLOGY 01-00630 DIAMOND SOFTWARE, INC. PO0123206 ANNUAL DSI ENHANCEMENT RENEWAL \$19,027.99 01-01783 JP MORGAN CHASE PO0123400 CHASE PAYMENT \$922.45 PO0123117 01-02047 CHICKASAW TELECOM, INC. ANNUAL IRONPORT LICENSE RENEWAL \$3,945.00 01-04319 NAPA AUTO PARTS-WAREHOUSE PO0123413 WAREHOUSE PARTS 5/14 \$10.10 PO0123236 REIMB/CARPET SLIDER/SCREWS 01-16145 PETTY CASH \$11.18 INFORMATION TECHNOLOGY TOTAL \$23,916.72 FUND 10 DEPT 300 - COMMUNITY DEVELOPMENT 01-01472 STAPLES ADVANTAGE PO0123348 WIRELESS MOUSE/KEYBOARD \$49.95 01-16145 PETTY CASH PO0123236 REIMB/MEALS/MAPC MEETING \$74.00 **COMMUNITY DEVELOPMENT TOTAL** \$123.95 FUND 10 DEPT 350 - CODE ENFORCEMENT 01-00712 INTERNATIONAL CODE COUNCIL - IL PO0123406 BOOK \$34.50 01-01783 JP MORGAN CHASE PO0123400 CHASE PAYMENT \$59.54 01-02639 RON'S MOWING SERVICE PO0123174 MOW/1029 N 11TH PO0123174 MOW/710 E CHESTNUT PO0123174 MOW/702 N 20TH PO0123174 MOW/720 N 13TH PO0123174 MOW/1221 N 13TH PO0123174 MOW/1201 N 10TH PO0123174 MOW/515 N MADISON PO0123174 MOW/209 N 5TH PO0123174 MOW/323 W OAK PO0123174 MOW/315 W OAK PO0123174 MOW/315 W OAK PO0123287 MOW/407 GREG ST PO0123287 MOW/407 GREG ST PO0123287 MOW/409 E ILLINOIS PO0123287 MOW/702 S GRAND PO0123287 MOW/702 S GRAND PO0123287 MOW/314 E IOWA PO0123287 MOW/811 S WASHINGTON PO0123335 MOW/817 S WASHINGTON PO0123335 MOW/1205 W MALLS TO PO0123174 MOW/2418 E CYPRESS \$75.00 01-02639 RON'S MOWING SERVICE \$175.00 01-02639 RON'S MOWING SERVICE \$75.00 01-02639 RON'S MOWING SERVICE \$550.00 01-02639 RON'S MOWING SERVICE \$75.00 PO0123177 MOW/1205 W WALNUT PO0123177 MOW/401 S VAN BUREN 01-03924 GIRLS GETTER DONE \$185.00 01-03924 GIRLS GETTER DONE \$85.00 01-03924 GIRLS GETTER DONE PO0123177 MOW/619 N TYLER \$85.00 PO0123179 MOW/1103 W PINE PO0123191 MOW/3114 N EMERSON 01-03924 GIRLS GETTER DONE \$85.00 01-03924 GIRLS GETTER DONE \$85.00 PO0123191 MOW/431 F WAI NUT 01-03924 GIRLS GETTER DONE \$85.00 01-03924 GIRLS GETTER DONE PO0123191 MOW/317 E CEDAR \$85.00 PO0123191 MOW/514 S MONROE PO0123191 MOW/1028 E BROADWAY 01-03924 GIRLS GETTER DONE \$85.00 01-03924 GIRLS GETTER DONE \$85.00 PO0123191 MOW/1910 E BROADWAY 01-03924 GIRLS GETTER DONE \$85.00 PO0123191 MOW/329 S 20TH 01-03924 GIRLS GETTER DONE \$85.00 01-03924 GIRLS GETTER DONE PO0123285 MOW/1619 W ELM \$185.00 01-03924 GIRLS GETTER DONE PO0123285 MOW/214 S TYLER \$85.00 01-03924 GIRLS GETTER DONE PO0123285 MOW/819 W CHEROKEE \$85.00

01-03924 01-03924 01-03924 01-03924 01-04319 01-04319 01-08022 01-16145	GIRLS GETTER DONE NAPA AUTO PARTS-WAREHOUSE NAPA AUTO PARTS-WAREHOUSE NAPA AUTO PARTS-WAREHOUSE HUGHES LUMBER CO., LLC PETTY CASH STAPLES, INC.	PO0123285 PO0123285 PO0123333 PO0123285 PO0123285 PO0123413 PO0123412 PO0123414 PO0123181 PO0123236 PO0123386	MOW/305 SPLIT RAIL RD MOW/2014 E RANDOLPH MOW/5308 RIDGEVIEW AVE MOW/2913 INDIAN DR WAREHOUSE PARTS 5/14	\$85.00 \$85.00 \$85.00 \$85.00 \$85.00 \$91.35 \$567.86 \$49.69 \$45.57 \$1,093.00 \$189.98 \$6,021.49
FUND 10	DEPT 400 - ENGINEERING			
01-01783 01-03927 01-04319 01-04319 01-04319 01-13089 01-16145	STAPLES ADVANTAGE JP MORGAN CHASE GEOSHACK,INC. NAPA AUTO PARTS-WAREHOUSE NAPA AUTO PARTS-WAREHOUSE NAPA AUTO PARTS-WAREHOUSE MERRIFIELD OFFICE SUPPLY PETTY CASH COPIERS PLUS, INC.	PO0123400 PO0123374 PO0123413 PO0123412 PO0123414 PO0123240 PO0123352		\$4.28 \$282.80 \$301.00 \$72.06 \$167.77 \$514.66 \$1,925.00 \$37.00 \$95.40 \$3,399.97
FUND 10	DEPT 700 - PUBLIC WORKS MGMT			
01-01783 01-02082 01-03512 01-04319 01-04319 01-04319 01-64080	ACCURATE, INC. JP MORGAN CHASE AT&T MOBILITY PACE ANALYTICAL SERVICES, INC. NAPA AUTO PARTS-WAREHOUSE NAPA AUTO PARTS-WAREHOUSE NAPA AUTO PARTS-WAREHOUSE AIRGAS COPIERS PLUS, INC.	PO0123289 PO0123400 PO0123355 PO0123222 PO0123413 PO0123412 PO0123414 PO0123290 PO0123157	MONTHLY SERVICES 8/14 SAMPLE ANALYSIS 7/14 WAREHOUSE PARTS 5/14	\$200.00 \$4,658.99 \$232.66 \$608.10 \$3,407.42 \$332.59 \$2,638.20 \$83.04 \$9.85 \$12,170.85
FUND 10	DEPT 710 - FLEET MAINTENANCE			
01-04319 01-04319 01-04319	JP MORGAN CHASE NAPA AUTO PARTS-WAREHOUSE NAPA AUTO PARTS-WAREHOUSE NAPA AUTO PARTS-WAREHOUSE INTEGRIS BASS OCCUP. MEDICINE	PO0123413 PO0123412 PO0123414	CHASE PAYMENT WAREHOUSE PARTS 5/14 WAREHOUSE PARTS 6/14 WAREHOUSE PARTS 4/14 EMPLOYEE SCREENING FLEET MAINTENANCE TOTAL	\$434.67 \$3,019.80 \$1,726.03 \$2,491.74 \$125.00 \$7,797.24
<u>FUND 10</u>	DEPT 730 - PARKS & RECREATION			
01-01338 01-01338 01-01783 01-01943 01-0292 01-02260 01-02736 01-03107	· · · · · · · · · · · · · · · · · · ·	PO0123254 PO0123260 PO0123388 PO0123400 PO0123252 PO0123301 PO0123355 PO0123194 PO0123283 PO0123149 PO0123249	DISINFECTANT/CHLORINE TABLETS CHLORINE TABLETS (44) CHASE PAYMENT FERTILIZER/GRASS SEED FERTILIZER MONTHLY SERVICES 8/14 HAZARDOUS WASTE DISPOSAL TREE REMOVAL PORTABLE TOILET RENTAL 7/14	\$84.33 \$440.38 \$2,507.56 \$1,820.80 \$794.00 \$1,500.00 \$14.99 \$1,275.00 \$500.00 \$572.00 \$691.00

01-04116 01-04119 01-04319 01-04319 01-05005 01-05134 01-13145 01-19004 01-32760 01-33220 01-50210 01-51190 01-59360 01-59360 01-70950 01-80473 01-80473	CHEM-CAN SERVICES, INC. DOWNTOWN THREADS DOWNTOWN THREADS NAPA AUTO PARTS-WAREHOUSE NAPA AUTO PARTS-WAREHOUSE NAPA AUTO PARTS-WAREHOUSE END CONCRETE CO., INC. ENID NEWS & EAGLE MID-AMERICA WHOLESALE, INC. SHERWIN-WILLIAMS CO., INC. INTEGRIS BASS OCCUP. MEDICINE ZALOUDEK, F. W. LOWE'S HOME CENTERS, INC. JACK'S OUTDOOR POWER EQUIPMENT FASTENAL COMPANY FASTENAL COMPANY COPIERS PLUS, INC. ACE HARDWARE-SOUTHERN HARDLINES ACE HARDWARE-SOUTHERN HARDLINES	PO0123258 PO0123263 PO0123413 PO0123414 PO0123256 PO0123373 PO0123184 PO0123223 PO0123262 PO0123316 PO0123269 PO0123164 PO0123255 PO0123259 PO0123157	EDGER BLADE/SCREWS EPOXY QUICK LINKS (10) COPIER MAINTENANCE 7/14 HOSE NOZZLE QUICK LINKS (2)	\$60.00 \$9.50 \$248.28 \$4,388.25 \$22,882.37 \$13,479.77 \$118.00 \$210.00 \$331.54 \$802.80 \$87.99 \$45.00 \$346.37 \$159.60 \$111.64 \$25.89 \$10.21 \$43.08 \$9.99 \$2.98 \$29.98 \$53,603.30
FUND 10	DEPT 740 - STRMWTR & ROADWAY MAINT.			
01-01710 01-01783 01-03089 01-03107 01-04033 01-04033 01-04033 01-04319 01-04319 01-04319 01-26001 01-26001 01-33210 01-33210 01-51190	ALBRIGHT STEEL & WIRE COMPANY CIMARRON METALS, INC. JP MORGAN CHASE CUMMINS CONSTRUCTION EQUIP. CO., I CHEM-CAN SERVICES, INC. DOLESE BROTHERS CO., INC. DOLESE BROTHERS CO., INC. DOLESE BROTHERS CO., INC. DOLESE BROTHERS CO., INC. PATTERSON MOWING NAPA AUTO PARTS-WAREHOUSE NAPA AUTO PARTS-WAREHOUSE NAPA AUTO PARTS-WAREHOUSE ZALOUDEK IMPLEMENT CO., INC. ZALOUDEK IMPLEMENT CO., INC. P & K EQUIPMENT, INC. P & K EQUIPMENT, INC. JACK'S OUTDOOR POWER EQUIPMENT ENID TAG AGENCY	PO0123161 PO0123227 PO0123201 PO0123239 PO0123413 PO0123412 PO0123414 PO0123147 PO0123147 PO0123232 PO0123192 PO0123164	GRAVEL MIX CRUSHER RUN GRAVEL MIX/CONCRETE MOW/VANBUREN/SOUTHGATE/IMO WAREHOUSE PARTS 5/14 WAREHOUSE PARTS 6/14 WAREHOUSE PARTS 4/14 V541 PULLEY WHEEL ASSEMBLY/PULLEY TRACTOR MOTOR/TM OIL/FILTERS V568 SWITCH	\$60.06 \$36.80 \$418.53 \$1,486.98 \$60.00 \$422.14 \$1,380.84 \$1,332.75 \$280.54 \$4,165.00 \$9,132.66 \$9,129.50 \$14,948.21 \$13.32 \$269.26 \$2,289.93 \$48.23 \$509.02 \$51.50 \$46,035.27
FUND 10	DEPT 750 - TECHNICAL SERVICES			
01-00878 01-00878 01-01783 01-03878 01-04319 01-04319 01-04319 01-32760	CONSTRUCTION INDUSTRIES BOARD CONSTRUCTION INDUSTRIES BOARD BROWN'S SHOE FIT COMPANY BROWN'S SHOE FIT COMPANY JP MORGAN CHASE MORRISON SUPPLY COMPANY NAPA AUTO PARTS-WAREHOUSE NAPA AUTO PARTS-WAREHOUSE NAPA AUTO PARTS-WAREHOUSE INTEGRIS BASS OCCUP. MEDICINE ATWOODS	PO0123282 PO0123282 PO0123264 PO0123309 PO0123400 PO0123284 PO0123413 PO0123412 PO0123414 PO0123316 PO0123182	APPRENTICE RENEWAL/F SWEET APPRENTICE APP (5) BOOTS/M GOODPASTURE BOOTS/L ODOM CHASE PAYMENT FILTERS (48) WAREHOUSE PARTS 5/14 WAREHOUSE PARTS 6/14 WAREHOUSE PARTS 4/14 EMPLOYEE SCREENING BOOTS/K LEACHMAN TECHNICAL SERVICES TOTAL	\$20.00 \$125.00 \$125.00 \$216.00 \$3,716.00 \$78.31 \$2,585.37 \$3,457.06 \$4,089.17 \$45.00 \$89.99 \$14,546.90

<u>FUND 10</u>	DEPT 900 - LIBRARY			
01-00792 01-01163 01-01783 01-02466 01-04487 01-04534 01-04538 01-15148 01-48610 01-55110 01-55120 01-55120	ONE NET ULINE, INC. ADVANCED WATER SOLUTIONS JP MORGAN CHASE FireCO OF OKLAHOMA, INC. BELLWETHER MEDIA, INC. CAKES BY DIANE HUGH W FOLEY, JR OK DEPT. OF LIBRARIES STITCHES AHEAD, INC. LEADERSHIP GREATER ENID QUILL CORPORATION, INC. QUILL CORPORATION, INC. COPIERS PLUS, INC.	PO0123405 PO0123211 PO0123212 PO0123400 PO0123318 PO0122398 PO0123376 PO0123377 PO0123376 PO0123214 PO0123218 PO0123221 PO0123375	CHASE PAYMENT EXTINGUISHERS (7)/INSPECTIONS BOOKS (491) CATERING/RETIREMENT LTA1014-1 PRESENTER PAYMENT OLA2013 GRANT REIMBURSEMENT LOGO SHIRT	\$1,586.00 \$64.04 \$26.60 \$2,862.07 \$587.30 \$8,537.50 \$365.05 \$200.00 \$331.62 \$6.75 \$30.00 \$35.93 \$62.55 \$456.27 <b>\$15,151.68</b>
<u>FUND 10</u>	DEPT 950 - SALES TAX TRANS.			
01-19099	CENTRAL NATIONAL BANK SECURITY NATIONAL BANK BANK OF OKLAHOMA, NA	PO0123391 PO0123394 PO0123393		\$751,696.12 \$114,230.73 \$85,077.98 <b>\$951,004.83</b>
<u>FUND 10</u>	DEPT 955 - CAPITAL ASSETS & PROJECTS			
01-01783	JP MORGAN CHASE	PO0123400	CHASE PAYMENT CAPITAL ASSETS & PROJECTS TOTAL	\$1,338.63 <b>\$1,338.63</b>
<u>FUND 12</u>	DEPT 125 - SPECIAL PROJECT			
	ID MODCAN CHASE	DO0400400	CHACE DAYMENT	
01-01783	JP MORGAN CHASE	PO0123400	CHASE PAYMENT SPECIAL PROJECT TOTAL	\$1,017.22 <b>\$1,017.22</b>
01-01/83		PO0123400		
FUND 14 01-64810 01-70870 01-78180 01-78180 01-78180		PO0123363 PO0123198 PO0123199 PO0123199 PO0123199 PO0123199	125 PLAN FEES 7/14 EAP SERVICES 7/14	
FUND 14 01-64810 01-70870 01-78180 01-78180 01-78180	DEPT 145 - HEALTH FUND  WORKSITE BENEFIT PLANS, INC. FOCUS INSTITUTE, INC. BLUE CROSS BLUE SHIELD OK	PO0123363 PO0123198 PO0123199 PO0123199 PO0123199	125 PLAN FEES 7/14 EAP SERVICES 7/14 HEALTH ADMIN FEES 7/14 HEALTH CLAIMS 7/14 DENTAL ADMIN FEES 7/14 DENTAL CLAIMS 7/14	\$417.60 \$1,233.33 \$41,156.64 \$263,612.25 \$1,813.55 \$15,597.23

	SMITH, TOM SMITH, TOM	PO0123358 PO0123371	REMOVE ROCK/VIETNAM WALL PAINT/F-4 AIRCRAFT AIRPORT TOTAL	\$750.00 \$2,400.00 <b>\$19,329.38</b>
FUND 22	DEPT 225 - GOLF			
01-00540 01-01338 01-01783 01-02243 01-02446 01-02539 01-02944 01-03107 01-04319 01-04319 01-13017 01-33210 01-65460	HOT SHOT POWER WASHING, INC. SIMONS PETROLEUM, LLC J & P SUPPLY, INC. JP MORGAN CHASE BB MACHINE & SUPPLY, INC. JOHN DEERE FINANCIAL BWI COMPANIES, INC. AGRIUM ADVANCED TECHNOLOGIES CHEM-CAN SERVICES, INC. AMERITURF DE LAGE PUBLIC FINANCE, LLC. NAPA AUTO PARTS-WAREHOUSE NAPA AUTO PARTS-WAREHOUSE MUNN SUPPLY, INC. P & K EQUIPMENT, INC. ACTSHON PEST CONTROL JESCO PRODUCTS, INC.	PO0123272 PO0123368 PO0123274 PO0123400 PO0123142 PO0122680 PO0123331 PO0123159 PO0123311 PO0123197 PO0122579 PO0123413 PO0123412 PO0123231 PO0123313 PO0123273 PO0123314	UNLEADED/DIESEL FUEL METERED DEODORANT CHASE PAYMENT BEARINGS/OIL SEAL MOWER LEASE 8/14 GROWTH REGULATOR/DEFOAMER TURF DYE PORTABLE TOILET RENTAL 8/14 FERTILIZER BLADE SHARPENER LEASE WAREHOUSE PARTS 5/14 WAREHOUSE PARTS 6/14 CYLINDER RENTAL 5/14 SPARK PLUGS/THROTTLE CABLES PEST CONTROL 7/14	\$350.00 \$1,390.36 \$17.50 \$374.95 \$24.42 \$622.37 \$343.46 \$240.00 \$77.00 \$2,330.00 \$377.15 \$185.09 \$99.61 \$6.90 \$138.01 \$75.00 \$1,003.48 \$7,655.30
FUND 30	DEPT 305 - STREET & ALLEY			
01-04033	DOLESE BROTHERS CO., INC. DOLESE BROTHERS CO., INC. DOLESE BROTHERS CO., INC.	PO0123161 PO0123227 PO0123239		\$3,648.09 \$813.75 \$2,501.26 <b>\$6,963.10</b>
<u>FUND 31</u>	DEPT 230 - UTILITY BILLING			
01-04319 01-04319 01-04319	JP MORGAN CHASE NAPA AUTO PARTS-WAREHOUSE NAPA AUTO PARTS-WAREHOUSE NAPA AUTO PARTS-WAREHOUSE INTEGRIS BASS OCCUP. MEDICINE	PO0123400 PO0123413 PO0123412 PO0123414 PO0123316	WAREHOUSE PARTS 5/14 WAREHOUSE PARTS 6/14	\$158.66 \$36.24 \$124.69 \$361.57 \$45.00 <b>\$726.16</b>
<u>FUND 31</u>	<u>DEPT 315 - EMA</u>			
	MITCHELL, JASON MITCHELL, JASON	PO0123124 PO0123247	WC/MEDICAL WC/MEDICAL EMA TOTAL	\$323.00 \$323.00 <b>\$646.00</b>
FUND 31	DEPT 760 - SOLID WASTE SERVICES			
01-00146 01-01163 01-01783 01-02082 01-03022 01-03110 01-04319 01-04319 01-0439 01-04399 01-04399 01-07102	CINTAS CORPORATION LOC. 624 CINTAS CORPORATION LOC. 624 ADVANCED WATER SOLUTIONS JP MORGAN CHASE AT&T MOBILITY CULLIGAN WATER CONDITION, INC. VERMEER GREAT PLAINS EXPRESS SCRIPTS, INC. NAPA AUTO PARTS-WAREHOUSE NAPA AUTO PARTS-WAREHOUSE NAPA AUTO PARTS-WAREHOUSE STIDHUM, ANTHONY STIDHUM, ANTHONY GARFIELD R W D #5 ABSOLUTE PEST CONTROL	PO0123151 PO0123250 PO0123212 PO0123400 PO0123355 PO0123155 PO0123359 PO0123413 PO0123412 PO0123414 PO0123123 PO0123246 PO0123175 PO0123133	SHOP TOWEL SERVICE 8/14	\$70.54 \$70.54 \$30.00 \$77.34 \$585.00 \$14.50 \$317.39 \$55.32 \$36,796.57 \$186,291.65 \$13,428.02 \$323.00 \$323.00 \$57.41 \$150.00

01-40180 01-50210 01-80189 01-80246 01-80246 01-80343 01-80343	INTEGRIS BASS OCCUP. MEDICINE WAY OUT WEST LOWE'S HOME CENTERS, INC. THE CAREL CORPORATION ATWOODS ATWOODS FENTRESS OIL COMPANY, INC. FENTRESS OIL COMPANY, INC. FENTRESS OIL COMPANY, INC.	PO0123316 PO0123360 PO0123169 PO0123292 PO0123139 PO0123291 PO0123244 PO0123399 PO0123351	BOOTS/R HEDGES RATCHETS CONSULTING SERVICES 8/14 BOTTLED WATER BOTTLED WATER OIL OIL/GREASE	\$45.00 \$125.00 \$154.65 \$935.00 \$47.88 \$35.88 \$5,313.40 \$1,486.70 \$690.70 \$247,424.49
<u>FUND 31</u>	DEPT 790 - WATER PRODUCTION			
01-01783 01-01954 01-02525 01-04319 01-04319 01-04319 01-32760	PAGE PLUS, INC. NAPA AUTO PARTS-WAREHOUSE	PO0123152 PO0123400 PO0123322 PO0123215 PO0123413 PO0123414 PO0123316 PO0123253	WATER METERS (3) MONTHLY SERVICE 7/14 WAREHOUSE PARTS 5/14 WAREHOUSE PARTS 6/14 WAREHOUSE PARTS 4/14 EMPLOYEE SCREENING	\$2,666.07 \$24.73 \$2,131.80 \$23.73 \$1,434.54 \$1,153.49 \$2,569.57 \$45.00 \$141.30 \$10,190.23
<u>FUND 31</u>	DEPT 795 - WATER RECLAMATION SERVICES	<u>i</u>		
01-01102 01-01783 01-02082 01-02470 01-03089 01-04319 01-04319 01-04319 01-04319 01-05012 01-12007 01-16145 01-32760 01-51190	BROWN'S SHOE FIT COMPANY ATHEY LUMBER CO., INC. JP MORGAN CHASE AT&T MOBILITY DERWIN'S CONSTRUCTION CUMMINS CONSTRUCTION EQUIP. CO., I NAPA AUTO PARTS-WAREHOUSE NAPA AUTO PARTS-WAREHOUSE NAPA AUTO PARTS-WAREHOUSE WEST WILLOW CAR WASH ENID WINNELSON COMPANY, INC. LUCKINBILL, INC. PETTY CASH INTEGRIS BASS OCCUP. MEDICINE JACK'S OUTDOOR POWER EQUIPMENT ACE HARDWARE-SOUTHERN HARDLINES	PO0123264 PO0123269 PO0123400 PO0123355 PO0123387 PO0123413 PO0123412 PO0123414 PO0123271 PO0123271 PO0123352 PO0123316 PO0123270 PO0123270 PO0123268	LUMBER/CODE ENTRY LOCK CHASE PAYMENT MONTHLY SERVICES 8/14 STREET REPAIRS GEARBOX SHAFT EXTRACTION WAREHOUSE PARTS 5/14 WAREHOUSE PARTS 6/14 WAREHOUSE PARTS 4/14 CAR WASH TOKENS (100) METER ADAPTER PROFESSIONAL SERVICES 7/14 REIMB/TRAVEL/T KIRKPATRICK EMPLOYEE SCREENING CHAIN SAW CHAIN	\$125.00 \$201.99 \$2,263.34 \$284.99 \$1,639.16 \$90.00 \$40,961.70 \$9,406.00 \$12,695.10 \$100.00 \$188.22 \$260.50 \$44.05 \$45.00 \$39.00 \$7.49 \$68,351.54
<u>FUND 31</u>	DEPT 799 - WASTE WATER MGMT			
01-00146 01-00146 01-00146 01-01178 01-01178 01-01338 01-01338 01-42180	CINTAS CORPORATION LOC. 624 CINTAS CORPORATION LOC. 624 ACCURATE, INC. ACCURATE, INC. J & P SUPPLY, INC. J & P SUPPLY, INC.	PO0123293 PO0123293 PO0123396 PO0123132 PO0123289 PO0123209 PO0123294 PO0123407	SAMPLE ANALYSIS 8/14 COFFEE	\$146.91 \$316.46 \$229.63 \$425.00 \$175.00 \$107.96 \$26.99 \$1,308.06 <b>\$2,736.01</b>
FUND 32	<u>DEPT 325 - E.E.D.A.</u>			
01-46000	TRAYNOR, LONG & WYNNE, PC	PO0123241	W-1304B PROFESSIONAL SERVICES E.E.D.A. TOTAL	\$1,044.93 <b>\$1,044.93</b>

FUND 33	<u>DEPT 335 - V.D.A.</u>			
01-00223 01-04477 01-04539	COOPER, MICHAEL G. COOPER, MICHAEL G. DEJESUS, NICOLA GREEN, JACQUELYN EMBRY-RIDDLE AERO UNIVERSITY	PO0123395 PO0123392 PO0123334 PO0123390 PO0123389	REIMB/PHONE SERVICE (2 MO) REIMB/TRAVEL TEXTBOOK REIMBURSEMENT REIMB/TEXTBOOK TUITION ASSISTANCE V.D.A. TOTAL	\$375.38 \$351.82 \$305.60 \$100.00 \$300.00 <b>\$1,432.80</b>
FUND 40	DEPT 405 - CAPITAL IMPROVEMENT			
	PARATHON CONSTRUCTION, LLC. RICK LORENZ CONSTRUCTION	PO0120944 PO0121856	M-1309A PRAIRIE VIEW SIDEWALK M-1405A ADA IMPROVEMENTS CAPITAL IMPROVEMENT TOTAL	\$12,312.95 \$18,875.55 <b>\$31,188.50</b>
<u>FUND 41</u>	DEPT 415 - STREET IMPROVEMENT			
01-03531	CABBINESS ENGINEERING, LLC	PO0117416	W-1409B PROFESSIONAL SERVICES STREET IMPROVEMENT TOTAL	\$500.00 <b>\$500.00</b>
FUND 42	DEPT 425 - SANITARY SEWER FUND			
01-03594 01-03594 01-03808	BNSF RAILROAD CO NOWAK CONSTRUCTION, INC. BUDGET PLUMBING & CONSTRUCTION, LL BUDGET PLUMBING & CONSTRUCTION, LL ALAN PLUMMER ASSOCIATES, INC. ENVIROTECH	PO0121852 PO0123145	S-1304A PERMIT FEE S-1412A SEWER RELOCATION S-0703T STORM DRAIN REPAIR S-1402D MANHOLE LID REPLACEMEN S-1303A WASTEWATER TREATMENT S-1304A FLOW MONITORING SANITARY SEWER FUND TOTAL	\$600.00 \$140,207.65 \$250.00 \$35,435.00 \$1,132.36 \$3,850.00 <b>\$181,475.01</b>
FUND 43	DEPT 435 - STORMWATER FUND			
	DOWNEY CONTRACTING, LLC. ENVIROTECH ENVIROTECH		F-1205A DRAINAGE IMPROVEMENT F-1307A PROFESSIONAL SVCS F-1307B PROFESSIONAL SVCS STORMWATER FUND TOTAL	\$114,842.25 \$3,450.00 \$500.00 <b>\$118,792.25</b>
FUND 44	DEPT 445 - WATER CAP. IMPROVEMENT FUN	D		
01-32020	GABLE GOTWALS OWRB TRAYNOR, LONG & WYNNE, PC		W-1304B PROFESSIONAL SERVICES W-1412A WATER PERMIT FEE W-1304B PROFESSIONAL SERVICES WATER CAP. IMPROVEMENT FUND TOTAL	\$1,925.50 \$3,000.00 \$1,357.00 <b>\$6,282.50</b>
FUND 50	<u>DEPT 505 - 911</u>			
01-42400 01-66190		PO0123207 PO0123378		\$1,788.96 \$10,297.36 <b>\$12,086.32</b>
<u>FUND 51</u>	DEPT 515 - POLICE			
01-01472 01-01780 01-01783 01-01943 01-02082 01-03569 01-03921	ARNOLD, BART C/O BELL LAW FIRM STAPLES ADVANTAGE B & B LAWN CARE JP MORGAN CHASE JOHNSTON SEED COMPANY, INC. AT&T MOBILITY GRIMSLEY'S, INC. EXPRESS SCRIPTS, INC. OK DEPT. OF PUBLIC SAFETY	PO0123344 PO0123348 PO0123297 PO0123400 PO0123168 PO0123205 PO0123300 PO0123305	CARD STOCK/LABELS/CHALK/INK FERTILIZER/MOWING 7/14 CHASE PAYMENT HERBICIDE MONTHLY SERVICE 7/14 PUBLICATIONS 8/14 WC/MEDICAL	\$75.09 \$150.65 \$475.00 \$2,321.08 \$32.00 \$1,525.37 \$84.98 \$16.73 \$350.00

01-04319 01-04319 01-04527 01-13016 01-13089 01-16004 01-16145 01-18022 01-23055 01-30420 01-46560 01-50210 01-50210 01-53300 01-79290 01-79290	NAPA AUTO PARTS-WAREHOUSE NAPA AUTO PARTS-WAREHOUSE NAPA AUTO PARTS-WAREHOUSE MCBRIDE, GEOFFREY MANN'S RENTAL MERRIFIELD OFFICE SUPPLY PDQ PRINTING PETTY CASH PETTY CASH RUSCO PLASTICS WHEATLAND ANIMAL CLINIC OLSON ANIMAL HOSPITAL, INC. GROOM CLOSET LOWE'S HOME CENTERS, INC. LOWE'S HOME CENTERS, INC. ANIMAL CARE OF ENID, INC. COPIERS PLUS, INC. SIGN SHACK THE SIGN SHACK THE DAN CORNFORTH LOCK & SAFE	PO0123412 PO0123414 PO0123340 PO0123371 PO0123306 PO0123352 PO0123352 PO0123362 PO0123185 PO0123189 PO0123169 PO0123169 PO0123302 PO0123146 PO0123298 PO0123228	PENS TIME CARDS (1250) REIMB/NOTARY RENEWAL REIMB/MEALS/R BENCH TAGS (2) VACCINATIONS/EXAM REIMB/VACCINES/EXAMS DOG FOOD RAGS/CLEANER/SPRAYER OUTLET/CORD/BRUSH/HANDLE REIMB/VACCINATIONS/EXAMS COPIER USAGE 7/14 STENCILS V24 DECALS	\$3,899.04 \$6,024.61 \$4,638.10 \$101.92 \$20.00 \$41.28 \$228.00 \$20.00 \$13.05 \$4.50 \$178.50 \$90.00 \$35.52 \$185.18 \$85.43 \$400.00 \$289.36 \$265.00 \$6.00 \$21,606.39
FUND 52	DEPT 525 - C.I.C.			
01-02082	AT&T MOBILITY	PO0123296	MONTHLY SERVICE 7/14 C.I.C. TOTAL	\$176.34 <b>\$176.34</b>
FUND 60	DEPT 605 - CONFERENCE CENTER			
01-03212	GLOBAL SPECTRUM CONVERGENCE DESIGN, LLC OK GAS & ELECTRIC		TRUCK WHEEL RISERS (2) M-1419A EXHAUST ENHANCEMENT MONTHLY SERVICES 7/14 CONFERENCE CENTER TOTAL	\$1,515.32 \$5,000.00 \$25,266.34 <b>\$31,781.66</b>
FUND 65	DEPT 655 - FIRE			
01-00957 01-01338 01-01783 01-01912 01-02017 01-02021 01-02363 01-02363 01-03607 01-03607 01-04030 01-04030 01-04312 01-04319 01-04375 01-15132 01-15132 01-15132 01-55160 01-55160 01-58660 01-70950 01-79980	ROBERTS TRUCK CENTER, INC. NAFECO J & P SUPPLY, INC. JP MORGAN CHASE EMPCO, INC. A. W. BRUEGGEMANN CO., INC. B'S QUALITY DOOR, INC. SPRINT NEXTEL CONRAD FIRE EQUIP., INC. CONRAD FIRE EQUIP., INC. GIBSON HEATING & AIR, LLC ABSOLUTE SECURITY, FIRE & DESIGN, CURRIER, JOHN WELDON PARTS, INC. LION TOTAL CARE NAPA AUTO PARTS-WAREHOUSE REINART, MORGAN OK FIRE CHIEFS ASSOC O'REILLY AUTO PARTS, INC. INTEGRIS BASS OCCUP. MEDICINE JACK'S OUTDOOR POWER EQUIPMENT BOUND TREE MEDICAL, LLC FERRARA FIREFIGHTING EQUIPMENT COPIERS PLUS, INC. PIONEER BUSINESS SOLUTION ACE HARDWARE-SOUTHERN HARDLINES	PO0123385 PO0123162 PO0123400 PO0123382 PO0123141 PO0123328 PO0123153 PO0123310	SHOCK ABSORBERS/STRAP V1029 BLOWER MOTOR ICE MACHINE REPAIR FIRE MONITORING 12/13 WC/TRAVEL REIMB V1029/BRAKE PADS/BRAKES/FAN V1043 SHOCKS BUNKER GEAR INSPECTION/REPAIR WAREHOUSE PARTS 5/14 WC/TRAVEL REIMB 2015 ANNUAL MEMBERSHIP HOSES REIMB/CHARCOAL V1043 OIL DRAIN VALVE EMPLOYEE SCREENING WEED EATER HEAD/STRING AIRWAYS (1200) BOOTS COPIER MAINTENANCE 7/14 HAZMAT WIFI	\$94.14 \$1,823.80 \$378.92 \$1,196.30 \$5.38 \$103.30 \$19.09 \$566.19 \$211.40 \$174.95 \$360.00 \$1,832.69 \$826.31 \$100.00 \$3,386.40 \$256.02 \$164.08 \$72.00 \$67.01 \$36.01 \$41.81 \$359.00 \$40.65 \$22.52 \$261.37 \$134.49 \$30.75
			FIRE TOTAL	\$14,065.04

# FUND 99 DEPT 995 - EPTA

01-01163	ADVANCED WATER SOLUTIONS	PO0123346	WATER COOLER RENTAL 8/14	\$10.25
01-01783	JP MORGAN CHASE	PO0123400	CHASE PAYMENT	\$157.18
01-02082	AT&T MOBILITY	PO0123345	TABLET DATA PLANS 7/14	\$74.27
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0123413	WAREHOUSE PARTS 5/14	\$2,631.07
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0123412	WAREHOUSE PARTS 6/14	\$908.57
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0123414	WAREHOUSE PARTS 4/14	\$1,931.50
01-15127	OK NATURAL GAS	PO0123336	MONTHLY SERVICE 7/14	\$185.81
01-16004	PDQ PRINTING	PO0123337	FREE RIDE PASSES (2000)	\$125.00
01-47300	OK TURNPIKE AUTHORITY	PO0123380	TOLLS	\$29.70
01-72920	EAGLE MARKETING, INC.	PO0123349	ADVERTISING 7/14	\$228.00
01-80312	DAN CORNFORTH LOCK & SAFE	PO0123347	V8569 LOCK	\$7.00
			EPTA TOTAL	\$6,288.35

## FUND 70 DEPT 705 - CDBG

70-00340 NAT'L COMMUNITY DEVELOPMENT ASSN. PO0123237 B-12 (379) ANNUAL MEMBERSHIP \$50.00 **CDBG TOTAL** \$50.00

### **COMBINED BREAKDOWN OF TOTALS**

EMA \$330,074.43 EEDA \$1,044.93 REMAINING FUNDS \$2,145,518.77

TOTAL CLAIMS \$2,476,638.13

FUND 10	DEPT 100 - ADMINISTRATIV	'E SERVICES		
	ACE HARDWARE	PO0123400	FILTERS	11.96
	AMAZON MKTPLACE PMTS	PO0123400	PHOTOEYE SAFETY SENSORS	139.98
	BB MACHINE & SUPPLY IN	PO0123400	DRIVE BELTS/BATTERIES	25.20
	BOBBLEHEADS.COM LLC	PO0123400	EMPLOYEE APPRECIATION EVENT	10.88
	CE OKLAHOMA CITY	PO0123400	TRANSDUCER/SENSOR	214.51
	KEEPDOGGIESAFE COM	PO0123400	CAR PET THERMOMETERS (24)	239.76
	LOCKE SUPPLY WHC ENID	PO0123400	COPPER FITTINGS/FREON	346.54
	NAPOLIS ITALIAN RESTAU	PO0123400	MEAL (3)/INTERN FAREWELL	36.42
	SHORT STOP	PO0123400	GAS/MOW CITY PROPERTY	36.00
		. 60.20.00	ADMINISTRATIVE SERVICES TOTAL	1,061.25
FUND 10	DEPT 110 - HUMAN RESOU	RCES		
	CHICK-FIL-A #02804	PO0123400	MEAL/EMPLOYEE MEETING	152.00
	PREHIRE SCREENING SERV	PO0123400	BACKGROUND SCREENING (12)	506.00
	T J MAXX #1339	PO0123400	RETIREMENT GIFT CARD/K LOGAN	200.00
	TARGET.COM *	PO0123400	CREDIT/REFUND TAX CHARGE	(36.36)
			HUMAN RESOURCES TOTAL	821.64 <sup>´</sup>
FUND 10	DEPT 120 - LEGAL SERVIC	FS		
1 0110 10	AMAZON MKTPLACE PMTS	PO0123400	LEGAL PUBLICATION	39.94
	AT&T DATA	PO0123400	IPAD DATA PLAN 8/14	25.00
	ELEGALSUPPL	PO0123400	EXHIBIT TABS (10)	38.25
	OFFICE DEPOT #1079	PO0123400	BINDERS/PENS/TABS/COFFEE	205.67
	PLN*HOTEL-BOOK-ONLINE	PO0123400	LODGING/IMLA CONF/A CHISM	242.47
	TENTIONEE BOOK ONLINE	1 00120100	LEGAL SERVICES TOTAL	551.33
FUND 10	DEPT 140 - SAFETY			
<u> </u>	ACE HARDWARE	PO0123400	SPARE OFFICE KEYS	2.78
	ATT*PAYMENT	PO0123400	IPAD DATA PLAN 8/14	43.71
	UTA DIV OF ENTERPRISE	PO0123400	HAZARDOUS TRAINING/L ANGUIANO	595.00
	on by or enterminate	1 00120100	SAFETY TOTAL	641.49
FUND 10	DEPT 200 - GENERAL GOVI	ERNMENT		
. 5.15 10	NATIONAL LEAGUE OF CIT	PO0123400	NLC REGISTRATION/B SHEWEY	1,060.00
	WM SUPERCENTER #499	PO0123400	VENDING MACHINE SNACKS	188.60
	WW GOT ENGLISTER # 100	1 00120100	GENERAL GOVERNMENT TOTAL	1,248.60
ELIND 10	DEPT 210 - ACCOUNTING			_
FUND IU	CLAMCASE, LLC	PO0123400	IPAD CASE	140.00
	CLAIMCASE, LLC	PO0123400	ACCOUNTING TOTAL	149.00 149.00
ELIND 40	DEDT 220 DECORDE 9 DE	CEIDTE		
רטוזט 10	DEPT 220 - RECORDS & RE		FILE CTORACE DOVES	40.00
	STAPLES 00106633	PO0123400	FILE STORAGE BOXES	18.99
			RECORDS & RECEIPTS TOTAL	18.99

FUND 10 DEPT 150 -PUBLIC RELATION PRODUC	PO0123400	CURTAINS	105.74
	. 65.25.65	PUBLIC RELATIONS/MARKETING TOTAL	105.74
ELIND 40 DEDT 250 INCODMATION	TECHNOLOGY		
FUND 10 DEPT 250 - INFORMATION		ADDLE LADTOD	004.07
AMAZON MKTPLACE PMTS	PO0123400	APPLE LAPTOP	604.87
COLORID FASTENAL COMPANY01	PO0123400 PO0123400	ID BADGES MICROWAVE MOUNTING HARDWARE	301.00
FASTENAL COMPANTUI	PO0123400	INFORMATION TECHNOLOGY TOTAL	16.58 <b>922.45</b>
FUND 10 DEPT 350 - CODE ENFORC	FMENT		
STAPLES 00106633	PO0123400	LETTER TRAYS/FILES/STAPLES	59.54
31AFLES 00100033	PO0123400	CODE ENFORCEMENT TOTAL	59.54 59.54
FUND 10 DEPT 400 - ENGINEERING			
BD OF RFPE & LAND SURV	PO0123400	PELS LICENSE RENEWAL/J MADISON	152.00
SOCIETY OF WOMEN ENGIN	PO0123400	SWE/ANNUAL MEMBERSHIP DUE/J ORTIZ	100.00
THE HIDEAWAY	PO0123400	MEAL/(3)/WATER SUPPLY OPTIONS MEETING	30.80
		ENGINEERING TOTAL	282.80
FUND 10 DEPT 700 - PUBLIC WORK	S MGMT		
ALLSUPS 134	PO0123400	V687 FUEL/PRETREATMENT CONF	41.35
AMAZON MKTPLACE PMTS	PO0123400	LASER LEVEL/REFRIG RECOVERY MACHINE	1,661.77
AMAZON.COM	PO0123400	SAW BLADES/HOSES/TOOL POUCH	170.03
ATHEY LUMBER COMPANY	PO0123400	DOOR STOPS	17.72
ATYOURPACEONLINE.COM	PO0123400	MIS CHARGE CEU TRAINING	158.00
BB MACHINE & SUPPLY IN	PO0123400	GREASE GUN	56.74
BRADFORD INDUS SUPPLY	PO0123400	MANIFOLD HOSES/SOLDER/TANKS	433.79
CATFISH O HARLIES DECA	PO0123400	MEAL/PRETREATMENT CONF/B BRUMMIT	14.50
CENEX HOLDING 07016462	PO0123400	ICE/SHIP SAMPLES	2.29
DEPT OF ENV QUALITY	PO0123400	ODEQ LICENSE RENEWAL/R CAMP	184.00
DMI* DELL K-12/GOVT	PO0123400	DESKTOP COMPUTER	645.44
DROPBOX	PO0123400	DROPBOX/SUBSCRIPTION	199.00
FAMILY DOLLAR #2065	PO0123400	GREASE SAMPLER WIPES	4.50
HILTON HOTELS F&B	PO0123400	MEAL/PRETREATMENT CONF/B BRUMMIT	8.99
LITTLE RED WASP	PO0123400	MEAL/PRETREATMENT CONF/B BRUMMIT	31.65
LOWES #00205*	PO0123400	WIRE/SEALANT/SHOVELS/FITTINGS	630.08
RADIOSHACK COR00166611	PO0123400	IPAD CAR CHARGERS	131.95
STAPLES 00106633	PO0123400	TAPE/STAPLES/POST-IT	50.85
STEVES WHOLESALE	PO0123400	TOOL BAG/ VOLTAGE METER	144.90
TMS*T AND M PRINTING I	PO0123400	INSPECTION FORMS	22.80
UPS (800) 811-1648	PO0123400	SHIPPING FEES	38.68
WM SUPERCENTER #499	PO0123400	BOTTLED WATER	9.96
		PUBLIC WORKS MGMT TOTAL	4,658.99

FUND 10	DEPT 710 - FLEET MGMT			
	NAPA TRACS	PO0123400	ONLINE VEHICLE INFO 7/14	132.00
	STAPLES 00106633	PO0123400	PRINTER/INK	302.67
			FLEET MGMT TOTAL	434.67
EUND 40	DEDT TOO DADIGO O DEODE	471011		
<u>FUND 10</u>	DEPT 730 - PARKS & RECRE			
	ADOLPH KIEFER AND ASSO	PO0123400	LIFEGUARD SHIRTS (2)	15.92
	ATM OF FAUR # 04	PO0123400	IPAD DATA PLAN 8/14	30.00
	ATW OF ENID # 01	PO0123400	PIPE WRENCH	162.51
	CENEX HOLDING 07016462	PO0123400	ICE	2.29
	FUNFLICKS OUTDOOR MOVI LOCKE SUPPLY - ENID	PO0123400	EQUIPMENT RENTAL/CHAMPLIN POOL PVC P-TRAP	502.10
	LOWES #00205*	PO0123400 PO0123400	LUMBER/PAINT/BRUSHES/MULCH	3.21 1,040.20
	STUART C IRBY	PO0123400	CUTTING TOOL	1,040.20
	WM SUPERCENTER #499	PO0123400	SPRAY PAINT/SEALANT/DUCT TAPE	52.62
	WINI OUT EROEINTER #400	1 00120400	PARKS & RECREATION TOTAL	1,820.80
<u>FUND 10</u>	DEPT 740 - STRMWTR & ROA	ADWAY MAINT	<u>[</u>	
	ALBRIGHT STEEL & WIRE	PO0123400	SHEET METAL	45.21
	FLAMING AUTO SUPPLY CO	PO0123400	SANDPAPER/POLISH	76.82
	HEIGL ADHESIVE SALE	PO0123400	HOT GLUE	170.52
	WM SUPERCENTER #499	PO0123400	GATORADE	125.98
			STRMWTR & ROADWAY MAINT TOTAL	418.53
FUND 10	DEPT 750 -TECHNICAL SERV	/ICES		
	3MSTPAU SS82182 CREDIT	PO0123400	HIGH INTENSITY VINYL	522.00
	AERVOE.COM	PO0123400	STRIPING PAINT	750.56
	AMAZON MKTPLACE PMTS	PO0123400	2011 NEC CODE BINDER	135.49
	AMAZON.COM	PO0123400	GROUND ROD DRIVER/TABS	65.23
	APL* ITUNES.COM/BILL	PO0123400	IPAD APPS	9.98
	AUTOMATIONDIRECT.COM	PO0123400	SONAR LEVEL SENSOR	924.00
	BB MACHINE & SUPPLY IN	PO0123400	DRIVE BELTS/GREASE	154.09
	FASTENAL COMPANY01	PO0123400	SCREWS	4.23
	FASTENAL COMPANY01	PO0123400	LEATHER GLOVES	45.33
	HUGHES LUMBER COMPANY	PO0123400	PAINT ROLLER	6.52
	LOWES #00205*	PO0123400	DRILL COMBO PACK/BITS	370.55
	MUNN SUPPLY	PO0123400	V605 JACK PLUGS	53.74
	ROSE ST COLLEGE	PO0123400	ONLINE RENEWAL WASTEWATER LICENSE (2)	58.00
	SIGNWAREHOUSE.COM	PO0123400	PRINTER PADS	80.50
	STAPLES 00106633	PO0123400	INK/USB STICKS	300.97
	STUART C IRBY	PO0123400	FORKS/REDUCERS/NUT DRIVERS	234.81
			TECHNICAL SERVICES TOTAL	3,716.00
FUND 10	DEPT 900 - LIBRARY			
	ABBEY'S HALLMARK SHOP	PO0123400	GREETING CARDS (9)	28.91
	AMAZON MKTPLACE PMTS	PO0123400	KINDLES/NOOK/CASES (20)/TRAINING DEVICES	987.70
	DART/TARTAN/MCNAUGH	PO0123400	BOOKS (47)	690.50
	HASTINGS 9675 ENID 899	PO0123400	DIVERGENT DVD/PRG	17.99

	HOBBY-LOBBY #0008	PO0123400	JEWELRY SUPPLIES/DUCK TAPE/PRG	105.85
	JACK'S OUTDOOR POWER E	PO0123400	MOWER/BLADE REPLACEMENT/MAINTENANCE	209.26
	JUMBO FOODS	PO0123400	MEAL/RETIREMENT RECEPTION	135.37
	KATIES COUNTRY GRIDDLE	PO0123400	MEAL/CATS MEETING/G CUMPSTON	7.49
	KATYS PANTRY	PO0123400	COOKIES (36)/LUNCH/LEARN	61.25
	LOWES #00205*	PO0123400	TOWELS/DISINFECTANT/EQUIP FUEL	163.44
	PAYPAL *HELPFORCOMP	PO0123400	TRAINING DVD	29.98
	STAPLES 00106633	PO0123400	CALENDAR/BINDER/TABS/PLANNING	75.42
	THE VACUUM CENTER	PO0123400	VACUUM PULLEY/BELT/MOTOR PM	111.97
	WAL-MART #0499	PO0123400	DISINFECT WIPES/TOWELS	78.61
	WM SUPERCENTER #499	PO0123400	TOWELS/CREAMER/SWEEPER/ORGANIZER	158.33
			LIBRARY TOTAL	2,862.07
FUND 10	DEPT 955 - CAPITAL ASSE	TS & PROJECT	·s	
	2000 CED	PO0123400	M-1414A NETWORK CABLE/COMM CHAMBERS	606.00
	B & H PHOTO-VIDEO-MO/T	PO0123400	M-1414A EQUIPMENT RACK	558.81
	LOWES #00205*	PO0123400	M-1414A WALL ANCHORS/ZIP TIES	11.38
	STUART C IRBY	PO0123400	M-1414A WALL PLATES	23.49
	WWW.NEWEGG.COM	PO0123400	M-1414A WIRELESS ROUTER	138.95
			CAPITAL ASSETS & PROJECTS TOTAL	1,338.63
FUND 12	2 DEPT 125 - SPECIAL PROJ	ECT		
	A-ONE INC	PO0123400	A-1 REGISTRATION (4)	850.00
	TKR CATOOSA LLC	PO0123400	MEAL (5)/A-1 CONF	120.96
	WAFFLE HOUSE 0619	PO0123400	MEAL (3)/A-1 CONF	30.05
	WHATABURGER 1068	PO0123400	MEAL (2)/A-1 CONF	16.21
			SPECIAL PROJECT TOTAL	1,017.22
FUND 20	DEPT 205 - AIRPORT			
I UND Z	8008089000 PIONEERTELE	PO0123400	AIRPORT 800 NUMBER	84.04
	DELTA 00682472529476		BAGGAGE FEES/OSHKOSH/C ARTHUR	50.00
	ENID WINNELSON CO	PO0123400	COUPLINGS/CLIP	
	EXPEDIA*EXPEDIA.COM	PO0123400 PO0123400		19.00
	JUMBO II LLC	PO0123400 PO0123400	(CREDIT) REFUND AIRFARE/OSHKOSH PILOT SNACKS	(326.52) 46.08
	LOWES #00205*	PO0123400	WEED EATERS/PAINT	211.94
	TULSA AIRPORT	PO0123400	BAGGAGE FEES/OSHKOSK	30.00
	ULS LICENSE	PO0123400	FCC LISCENSE EMISSIONS FEE	190.00
	OLS LIGHNOL	F 00 123400	AIRPORT TOTAL	304.54
FUND 22	DEPT 225 - GOLF			
I JIID ZZ	AUTOPAY/DISH NTWK	PO0123400	MONTHLY DISH SERVICE 8/14	222.00
	DAL SECURITY LLC		ALARM SERVICE	78.00
	SUDDENLINK-NAT'L SITE	PO0123400 PO0123400	MONTHLY INTERNET SERVICE 8/14	76.00 74.95
	SUDDENLINK-NAT L SITE	FO0123400	GOLF TOTAL	374.95
FIIND 24	I DEPT 230 - UTILITY SERVIO	res		
i GHD 3	TESSCO INCORPORATED	PO0123400	POWER SUPPLY	158.66
	120000 INCORPORATED	1 00123400	UTILITY SERVICES TOTAL	158.66
			CHEILI OFKAIOFO LOLVE	130.00

<b>FUND 31</b>				
	LITTLE CAESARS 0129 00	PO0123400	MEAL (17)/DEPT MEETING	75.53
	MOORE MEDICAL LLC	PO0123400	FINGER SPLINTS	1.81
			SOLID WASTE TOTAL	77.34
ELIND 31	DEPT 790 - WATER PRODUC	TION		
	STAPLES 00106633	PO0123400	PLANT MONITORS	68.97
	TESSCO INCORPORATED	PO0123400 PO0123400	(CREDIT) TAX REFUND	(44.24)
	TESSES INCORF SKATED	F 00123400	WATER PRODUCTION TOTAL	24.73
FUND 31	DEPT 795 - WATER RECLAM	IATION SVS		
	AIRGAS CENTRAL	PO0123400	WELDING GLOVES/CUT OFF WHEELS	69.12
	ALBRIGHT STEEL & WIRE	PO0123400	ALUMINUM SHEET METAL	61.27
	ATW OF ENID # 01	PO0123400	ALUMINUM SHEET METAL	71.96
	DESERT DIAMOND INDUSTR	PO0123400	DIAMOND CONCRETE SAW BLADE	650.00
	ENID IRON & METAL CO	PO0123400	PIPE	57.00
	ENID WINNELSON CO	PO0123400	PVC BALL VALVE/PIPE/CEMENT/ADAPT	661.53
	LAMPTON WELDING SUPPLY	PO0123400	FIRE BLANKET/BRUSH	40.64
	LITTLE CAESARS 0129 00	PO0123400	MEAL (7)/DEPT MEETING	29.51
	MUNN SUPPLY	PO0123400	SHEILD CUP/CUTTING TIP	186.56
;	SIEMENS INDUSTRY INC	PO0123400	FLOW METER TERMINALS (2)	435.75
			WATER RECLAMATION SVS TOTAL	2,263.34
FUND 51	DEPT 515 - POLICE			
	BLAUER MANUFACTURING	PO0123400	UNIFORMS/PARKING COMP OFFICER	209.97
	BUC-EE'S #22	PO0123400	MEAL (2)/K-9 SEMINAR	49.81
	CHIEF SUPPLY	PO0123400	UNIFORMS/ANIMAL CONTROL	49.98
	COUNTY LINE RIVERWALK	PO0123400	MEAL (2)/K-9 SEMINAR	47.82
	DAIRY QUEEN #14299	PO0123400	MEAL (2)/K-9 SEMINAR	17.08
	DMI* DELL K-12/GOVT	PO0123400	ADAPTERS/COMPUTER	56.22
	GALLS INTERN*	PO0123400	UNIFORMS/PARKING COMPLIANCE	283.41
	HARD ROCK SAN ANTONIO	PO0123400	MEAL (2)/K-9 SEMINAR	44.00
	LNDRY'S-SA DTWN	PO0123400	MEAL (2)/K-9 SEMINAR	46.11
	LOVE S COUNTRY00002196	PO0123400	V2185 FUEL/CLEET	31.59
1	LOVE S COUNTRY00002196	PO0123400	V96 FUEL/CLEET	31.89
1	MICHELINOS OLE LONESTA	PO0123400	MEAL (2)/K-9 SEMINAR	45.58
1	NORTHWEST INN	PO0123400	LODGING/ANIMAL CONT CERT/G ROBERTSON	166.00
	NPCA	PO0123400	REGSTRATION/NPCA	700.00
	RIVER EDGE	PO0123400	MEAL (2)/K-9 SEMINAR	43.97
;	SCHILO S DELI	PO0123400	MEAL (2)/K-9 SEMINAR	25.19
;	SHELL OIL 57445553407	PO0123400	V2067 FUEL/EOD	45.96
;	STAPLES 00106633	PO0123400	BATTERY BACKUP/TONER	154.98
	TC'S OF ENID INC	PO0123400	AMMUNITION	80.00
	THE PARKING ZONE	PO0123400	CHALK HOLDER/POUCH	93.00
	TRVL CTRS OF AMERICA	PO0123400	V2149 FUEL/K-9 SEMINAR	64.95
,	WHATABURGER 1025	PO0123400	MEAL (4)/K-9 SEMINAR	33.57
			POLICE TOTAL	2,321.08

<b>FUND 65</b>	<b>DEPT 655 - FIRE</b>			
	ATW OF ENID # 01	PO0123400	COUPLERS/REGULATORS/TOW STRAP/VALVES	108.85
	CENEX FARMERS 07053606	PO0123400	HERBICIDE	55.00
	JUMBO FOODS	PO0123400	COFFEE	226.48
	JUMBO II LLC	PO0123400	COFFEE	167.76
	NATIONAL EXAMS	PO0123400	SUBSCRIPTION	79.95
	SADDORIS COMPANIES INC	PO0123400	TOWEL SERVICE	70.00
	STAPLES 00106633	PO0123400	CHAIR/BOX	106.28
	THE KNOX COMPANY	PO0123400	LOCKS (2)	348.00
	WWW.NEWEGG.COM	PO0123400	NETWORK CARD	33.98
			FIRE TOTAL	1,196.30
FUND 99	<u>DEPT 995 - EPTA</u>			
	CELL PHONE SHOP SVCS I	PO0123400	TABLET CHARGERS	29.93
	JUMBO FOODS	PO0123400	MEAL (15)/DEPT MEETING	34.26
	STAPLES 00106633	PO0123400	TONER	92.99
			EPTA TOTAL	157.18
	JP MORGANCHASE CLA	AIMS LIST TO	DTAL	\$ 29,007.86