



City of Enid  
401 W. Owen K. Garriott Road  
Enid, Oklahoma 73701  
580-234-0400

---

BOARD OF COMMISSIONERS

---

NOTICE OF REGULAR MEETING

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

Notice is hereby given that the Mayor and Board of Commissioners of the City of Enid, Oklahoma, the Trustees of the Enid Municipal Authority, a Public Trust, and the Trustees of the Enid Economic Development Authority, a Public Trust, will meet in regular session at 6:30 p.m. on the 18th day of August, 2015, in the Council Chambers of the City Administration Building, located at 401 W. Owen K. Garriott Road in said city, and the agenda for said meeting is as follows:

- AGENDA -

MAYOR AND BOARD OF COMMISSIONERS REGULAR MEETING

1. CALL TO ORDER/ROLL CALL.
2. INVOCATION.
3. FLAG SALUTE.
4. CONSIDER APPROVAL OF MINUTES OF THE REGULAR COMMISSION MEETING OF AUGUST 4, 2015.
5. AWARDS, PRESENTATIONS, PROCLAMATIONS, AND ORGANIZATIONAL BUSINESS.
  1. PRESENT PET AVAILABLE FOR ADOPTION AT THE CITY ANIMAL SHELTER.
6. HEARINGS.

1. **CONDUCT A PUBLIC HEARING REGARDING THE SUBMISSION OF THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR THE 2014 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR.**
  
7. **COMMUNITY DEVELOPMENT.**
  1. **NONE.**
  
8. **ADMINISTRATION.**
  1. **APPROVE RESOLUTION TO ALLOW THE SUBMISSION OF THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR THE 2014 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR.**
  
  2. **CONSIDER SELECTING A DEVELOPER TO CONSTRUCT A HILTON GARDEN INN HOTEL IN DOWNTOWN ENID, OKLAHOMA, AND APPROVE AND EXECUTE A TERM SHEET SUMMARIZING THE PRINCIPAL TERMS AND CONDITIONS OF A MASTER DEVELOPMENT AGREEMENT AND CERTAIN OTHER AGREEMENTS TO BE EXECUTED BY THE PARTIES.**
  
  3. **CONSIDER A RESOLUTION AMENDING THE 2015-2016 AIRPORT FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$275,145.00 TO INCREASE THE 2015-2016 APPROPRIATED AMOUNTS FOR THE AIRPORT DEPARTMENT.**
  
9. **CONSENT.**
  1. **ACCEPT ROAD IMPROVEMENT PROJECT FOR WILDERNESS COVE 2ND ADDITION, BLOCK 7, 8, AND 9, PROJECT NUMBER R-1412A.**
  
  2. **ACCEPT PUBLIC UTILITY EASEMENTS FROM CAROLYN TODD AND HOLLRAH FARMS, LLC, FOR DEVELOPMENT OF PIPELINE TO TRANSPORT RESUSE WATER TO KOCH NITROGEN PLANT AT NO COST TO THE CITY OF ENID.**
  
  3. **CONSIDER ENTERING INTO AN AGREEMENT WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION TO PARTICIPATE IN FEDERAL-AID PROJECTS FOR THE CONSTRUCTION OF SAFETY IMPROVEMENTS AT RAILROAD CROSSING LOCATED AT NORTH WASHINGTON STREET, AND AUTHORIZE PAYMENT IN THE AMOUNT OF \$32,606.00.**
  
  4. **CONSIDER ENTERING INTO AN AGREEMENT WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION TO PARTICIPATE IN FEDERAL-AID PROJECTS FOR THE CONSTRUCTION OF SAFETY IMPROVEMENTS AT RAILROAD CROSSING LOCATED AT NORTH 2ND STREET AND AUTHORIZE PAYMENT IN THE AMOUNT OF \$24,325.00.**

5. **ACCEPT ROAD IMPROVEMENTS AT CHESTNUT AND CLEVELAND INTERSECTION CONSTRUCTED BY MVG DEVELOPMENT OF DENVER, COLORADO, PROJECT NO. R-1509.**
6. **ACCEPT A TEMPORARY EASEMENT FROM GARY AND ANNETTE LILLIE, ENID, OKLAHOMA, IN THE AMOUNT OF \$3,100.00, FOR INSTALLATION OF A WATER PRODUCTION WELL, PROJECT NO. W-0906A.**
7. **ACCEPT A 30-FOOT WIDE RIGHT-OF-WAY EASEMENT FROM JAMES AND DIANNE FRANTZ, AND KURT AND IVANA FRANTZ, ENID, OKLAHOMA, IN THE AMOUNT OF \$1,059.96, FOR ALFALFA ELECTRIC COOPERATIVE, INC., PROJECT NO. W-0906.**
8. **ACCEPT THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) CONSTRUCTION PERMIT TO CONSTRUCT A WATER LINE TO SERVE CANDLEWOOD SUITES, PROJECT NO. W-1514A.**
9. **CONSIDER APPROVAL OF A REQUEST TO ALLOW A LARGER UPSTREAM SANITARY SEWER LINE IN THE STONEBRIDGE DEVELOPMENT AND WAIVE REQUIREMENTS OUTLINED IN SECTION 12-8-5. (17), OF THE ENID MUNICIPAL CODE 2014, ENTITLED "SANITARY SEWER CONSTRUCTION PLANS".**
10. **APPROVE CHANGE ORDER NO. 1 WITH AC OWEN CONSTRUCTION COMPANY, EDMOND, OKLAHOMA, AT NO COST TO THE CITY, FOR THE ENID FIRE STATION NO. 4 RELOCATION, PROJECT M-1408.**
11. **CONSIDER SELECTING AN INDEPENDENT AUDITOR TO CONDUCT THE 2014-2015 AUDIT IN THE AMOUNT OF \$92,500.00, AND COMPLETE THE INDEPENDENT AUDITOR'S REPORT ON THE FINANCIAL STATEMENTS OF THE CITY OF ENID, OKLAHOMA, AND ITS RELATED AUTHORITIES; COMPLETE THE A-133 FEDERAL GRANT AUDIT; LANDFILL DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) AGREED-UPON PROCEDURES; STATE AUDITOR AND INSPECTOR FORM 2643 REPORT; AND ENID PUBLIC TRANSPORTATION AUTHORITY (EPTA) VEHICLE REVENUE MILEAGE AUDIT, NO LATER THAN DECEMBER 31, 2015.**
12. **CONSIDERATION AND DENIAL OF TORT CLAIM OF JAMI CHANCE.**
13. **CONSIDERATION AND DENIAL OF TORT CLAIM OF LORI TAMBUNGA.**
14. **CONSIDERATION AND DENIAL OF TORT CLAIM OF KEATON ELY.**
15. **CONSIDERATION AND DENIAL OF TORT CLAIM OF WARREN WELLS.**
16. **CONSIDER AND APPROVE CONTRACTS TO PURCHASE THE PROPERTIES LOCATED AT 613 A STREET, 729 A STREET, 2313-2317 B COURT, 2218-2222 C COURT, 2314-2318 C COURT AND 2318-2322 E COURT FOR APPROXIMATELY \$627,300.00, INCLUDING CLOSING COSTS, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CLOSING DOCUMENTS.**

17. **AWARD A CONTRACT TO RURAL ELECTRIC, INC., MESA, ARIZONA, IN THE AMOUNT OF \$877,995.00, TO REPLACE RUNWAY 35 INSTRUMENT LANDING SYSTEM (ILS), MEDIUM INTENSITY APPROACH LIGHTS SYSTEM (MALSR), AND PRECISION APPROACH PATH INDICATOR (PAPI), FOR THE RUNWAY 17/35 EXTENSION PROJECT AT ENID WOODRING REGIONAL AIRPORT, PROJECT NO. A-1301E, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS AFTER REVIEW BY THE CITY ATTORNEY.**
18. **APPROVE AMENDMENT NO. 7 TO THE OWNER-ENGINEER AGREEMENT DATED APRIL 16, 2013 WITH CEC CORPORATION (FORMERLY COBB ENGINEERING) OKLAHOMA CITY, OKLAHOMA FOR CONSTRUCTION ADMINISTRATION, CONSTRUCTION INSPECTION AND PREPARATION OF "AS-BUILT" RECORD DRAWINGS REQUIRED BY THE FEDERAL AVIATION ADMINISTRATION (FAA) TO SUPPORT REPLACING RUNWAY 35 INSTRUMENT LANDING SYSTEM (ILS), MEDIUM INTENSITY APPROACH LIGHTS SYSTEM (MALSR), AND PRECISION APPROACH PATH INDICATOR (PAPI), FOR THE RUNWAY 17/35 EXTENSION PROJECT AT ENID WOODRING REGIONAL AIRPORT, PROJECT NO. A-1301E.**
19. **APPROVE CHANGE ORDER NO. 2 WITH TTK CONSTRUCTION COMPANY, INC., EDMOND, OKLAHOMA, TO MODIFY LIQUIDATED DAMAGES FOR PHASE 2A OF THE EXTEND AND LIGHT RUNWAY 17/35 AND PARALLEL TAXIWAY PROJECT AT ENID WOODRING REGIONAL AIRPORT, PROJECT NO. A-1301D, AT NO ADDITIONAL COST TO THE CITY.**
20. **APPROVE CHANGE ORDER NO. 1 IN AN AMOUNT NOT TO EXCEED \$20,000.00, WITH KEYSTONE SERVICES, INC., BIXBY, OKLAHOMA, TO PROVIDE PAVEMENT CRACK/JOINT SEALING AT ENID WOODRING REGIONAL AIRPORT, PROJECT NO. R-1506A.**
21. **APPROVAL OF CLAIMS IN THE AMOUNT OF \$2,418,556.96.**
10. **RECESS TO CONVENE AS THE ENID MUNICIPAL AUTHORITY.**
11. **TRUSTEES OF THE ENID MUNICIPAL AUTHORITY REGULAR MEETING.**
12. **ENID MUNICIPAL AUTHORITY REGULAR MEETING.**
1. **CONSIDER SELECTING AN INDEPENDENT AUDITOR TO CONDUCT THE 2014-2015 AUDIT IN THE AMOUNT OF \$92,500.00, AND COMPLETE THE INDEPENDENT AUDITOR'S REPORT ON THE FINANCIAL STATEMENTS OF THE CITY OF ENID, OKLAHOMA, AND ITS RELATED AUTHORITIES; COMPLETE THE A-133 FEDERAL GRANT AUDIT; LANDFILL DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) AGREED-UPON PROCEDURES; STATE AUDITOR AND INSPECTOR FORM 2643 REPORT; AND ENID PUBLIC TRANSPORTATION AUTHORITY (EPTA) VEHICLE REVENUE MILEAGE AUDIT, NO LATER THAN DECEMBER 31, 2015.**
2. **APPROVAL OF CLAIMS IN THE AMOUNT OF \$157,828.40.**

13. ADJOURN TO CONVENE AS THE ENID ECONOMIC DEVELOPMENT AUTHORITY.
14. TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY REGULAR MEETING.
15. ENID ECONOMIC DEVELOPMENT AUTHORITY REGULAR MEETING.
  1. CONSIDER SELECTING AN INDEPENDENT AUDITOR TO CONDUCT THE 2014-2015 AUDIT IN THE AMOUNT OF \$92,500.00, AND COMPLETE THE INDEPENDENT AUDITOR'S REPORT ON THE FINANCIAL STATEMENTS OF THE CITY OF ENID, OKLAHOMA, AND ITS RELATED AUTHORITIES; COMPLETE THE A-133 FEDERAL GRANT AUDIT; LANDFILL DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) AGREED-UPON PROCEDURES; STATE AUDITOR AND INSPECTOR FORM 2643 REPORT; AND ENID PUBLIC TRANSPORTATION AUTHORITY (EPTA) VEHICLE REVENUE MILEAGE AUDIT, NO LATER THAN DECEMBER 31, 2015.
  2. CONSIDER AND APPROVE CONTRACTS TO PURCHASE THE PROPERTIES LOCATED AT 613 A STREET, 729 A STREET, 2313-2317 B COURT, 2218-2222 C COURT, 2314-2318 C COURT AND 2218-2322 E COURT FOR APPROXIMATELY \$627,300.00, INCLUDING CLOSING COSTS.
16. ADJOURN TO RECONVENE AS THE ENID CITY COMMISSION.
17. PUBLIC DISCUSSION.
18. CONSIDER CONVENING INTO EXECUTIVE SESSION PURSUANT TO 25 O.S. §307(C)(10) TO DISCUSS MATTERS PERTAINING TO ECONOMIC DEVELOPMENT BECAUSE AN EXECUTIVE SESSION IS NECESSARY TO PROTECT THE CONFIDENTIALITY OF THE BUSINESS; AND PURSUANT TO 25 O.S. §307(B)(4) TO DISCUSS CITY OF ENID V. WALTERS, ET AL. BECAUSE DISCLOSURE WILL SERIOUSLY IMPAIR THE ABILITY OF THE PUBLIC BODY TO PROCESS THE CLAIM OR CONDUCT PENDING LITIGATION IN THE PUBLIC INTEREST; AND TO RECONVENE INTO REGULAR SESSION TO TAKE ANY NECESSARY ACTION.
19. ADJOURN.

**City Commission Meeting**

4.

**Meeting Date:** 08/18/2015

**Submitted By:** Ashley Keim, Executive Assistant

---

**SUBJECT:**

CONSIDER APPROVAL OF MINUTES OF THE REGULAR COMMISSION MEETING OF AUGUST 4, 2015.

**BACKGROUND:**

**RECOMMENDATION**

**PRESENTER:**

---

**Attachments**

Regular Meeting Minutes 8/4/2015.

---

MINUTES OF REGULAR MEETING OF 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  
HELD ON THE 21ST DAY OF AUGUST 2015

The Mayor and Board of Commissioners of the City of Enid, County of Garfield, State of Oklahoma, Trustees of the Enid Municipal Authority, a Public Trust, and the Trustees of the Enid Economic Development Authority, a Public Trust, met in regular meeting in the Council Chambers of the Administration Building of the City of Enid, located at 401 West Owen K. Garriott Road in said city, at 5:00 P.M. on the 21st day of August 2015, pursuant to notice given by December 15, 2014 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 19th day of August 2015.

-MAYOR AND BOARD OF COMMISSIONERS-

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

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

ABSENT: Commissioner Brownlee.

Staff present were City Manager Jerald Gilbert, Assistant City Manager Joan Riley, City Attorney Andrea Chism, City Clerk Linda Parks, Director of Engineering Services Christopher Gdanski, Chief Financial Officer Erin Crawford, Public Works Director Billy McBride, Planning Administrator Chris Bauer, Police Chief Brian O'Rourke, Fire Chief Joe Jackson, Director of Marketing and Public Relations Steve Kime, Human Resources Director Sonya Key. And Ex-Official Member Col. Jim Lackey.

\*\*\*\*\*

Pastor Clarence Glaze from Pentecostal Holiness Church gave the Invocation, and Col. Jim Lackey led the Flag Salute.

\*\*\*\*\*

Motion was made by Commissioner Janzen and seconded by Commissioner Ezzell to approve the minutes of the special Commission meeting of July 21, 2015, and the vote was as follows:

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

NAY: None.

\*\*\*\*\*

Officer Gene Robertson presented a two-year old female Chihuahua, available for adoption at the Enid Animal Shelter.

\*\*\*\*\*

A quarterly update was made by Mr. Mike Cooper, Vance Development Authority.

Mr. Cooper reported that during finalization of the State's budget, he had worked with the Governor and House and Senate leaders to ensure that the Oklahoma Strategic Military Planning Commission (OSMPC) continued to be funded to assist Oklahoma cities with military installations with protection and increased mission capability efforts. He stated that Enid's portion of the OSMPC's allocation for the budget year totaled \$193,000.00, which would be used for the runway expansion project at Enid Woodring Regional Airport. He noted that with the current allocation, the City of Enid will have received approximately \$873,000.00 from the OSMPC toward the runway project alone.

Mr. Cooper spoke regarding his role as military liaison for the Vance Development Authority, which was to keep and maintain relationships with those making the decisions within the Defense Department, and with congressional leaders. He stated that he was able to do so as President of the Association of Defense Communities, and as past president of the Air Force Association, in that those entities remained the closest in making the decisions dealing with Enid and Vance Air Force Base. He spoke regarding the recent annual conference of the Association of Defense Communities, attended by



Mayor Shewey and him. At the conference, they had heard from members of the Defense Department regarding their opinions going forward in dealing with the Federal budget, sequestration, BRAC, and warm basing, as well as from House Armed Services and Senate Armed Services committee staff members regarding the political issues relating to those issues.

In closing, Mr. Cooper stated that the most critical issues to the services at this time were resolution of the Federal budget and sequestration, and that it was his job, and that of the Association of Defense Communities, to ensure that congressional leaders and others knew how those issues were impacting the services.

\*\*\*\*\*

It was noted that Item 5.3, OMAG Presentation On Emergency Vehicle Operations DVD, was being removed from the agenda, and would be presented at a later date.

\*\*\*\*\*

A hearing was held regarding a rezoning request by Mr. Ken Brumfield for property located at 602 West Cherokee and 216 South Madison, from “C-3” General Commercial District to “R-4” Residential Duplex or Two-Family Dwelling District. It was noted that the Metropolitan Area Planning Commission, at its meeting of July 20, 2015, unanimously recommended approval of said request.

Planning Administrator Chris Bauer stated that the property was currently developed as residential, with a duplex located at 216 South Madison and a single-family residence located at 602 West Cherokee. He stated that if approved, the rezoning would facilitate a sale of the property by the owner.

There being no further comments, the hearing concluded.

\*\*\*\*\*

Motion was made by Commissioner Ezzell and seconded by Commissioner Janzen to adopt an ordinance rezoning property located at 602 West Cherokee and 216 South Madison, from “C-3” General Commercial District to “R-4” Residential Duplex or Two-Family Dwelling District, and the vote was as follows:

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

NAY: None.

**ORDINANCE NO. 2015-26**

**AN ORDINANCE AMENDING TITLE 11, CHAPTER 2, SECTION 11-2-1 OF THE ENID MUNICIPAL CODE, 2014, BY CHANGING THE ZONING ON A CERTAIN PROPERTY AND DESCRIBING THE SAME, AMENDING THE ZONING MAP ACCORDINGLY.**

\*\*\*\*\*

Motion was made by Commissioner Janzen and seconded by Commissioner Ezzell to approve the final plat for Stonebridge Development, Lots 1 and 2, Block 2, located at the northwest corner of West Chestnut Avenue and North Cleveland Street, for AC Development, LLC, and the vote was as follows:

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

NAY: None.

\*\*\*\*\*

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

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

NAY: None.

- (1) Award of purchase for three trucks for the Public Works Division to Bob Hurley Ford, Oklahoma City, Oklahoma, in the amount of \$109,439.93. It was noted that the purchase price of said vehicles was per Oklahoma State Purchasing Contract SW035;
- (2) Approval of contract awards for mowing and cleaning the City of Enid's rights-of-ways for Fiscal Year 2015-2016, to the low bidders, Patterson Mowing, CLM Mowing, Advance Services, and Jantz Mowing, all from Enid, Oklahoma;
- (3) Approval of recommendation of the Metropolitan Area Planning Commission, at its meeting of July 20, 2015, to establish a no-parking zone on both sides of South Hoover Street, south of West Owen K. Garriott Road, to assist in providing emergency egress from the new Fire Station 4;
- (4) Approval of Collective Bargaining Agreement between the City of Enid and the International Association of Fire Fighters Local 3722 for Fiscal Year 2015-2016;

- (5) Acceptance of the following described Public Access easements from Milestone Builders, LLC, located in Blocks 4, 5 and 6, Tara Estates Subdivision, which will allow construction of required sidewalks within the Subdivision:

(Copy Descriptions)

and

- (6) 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, Ezzell, Timm, Wilson, Vanhooser, Chairman Shewey, Trust Manager Jerald Gilbert, Trust Attorney Andrea Chism, and Secretary Linda Parks.

ABSENT: Trustee Brownlee.

\*\*\*\*\*

Motion was made by Trustee Janzen and seconded by Trustee Ezzell to award a contract in the amount of \$390,519.00, to Yellow House Machinery Company, Enid, Oklahoma, for a five-year lease of a dozer for the City of Enid's Landfill, and authorize the Mayor to execute all contract documents after review by the City Attorney. It was noted that the lease price was based on Oklahoma State Purchasing Contract SW192.

The vote was taken as follows:

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

NAY: None.

\*\*\*\*\*

Motion was made by Trustee Ezzell and seconded by Trustee Janzen to award the purchase of two trucks for the Public Utilities Division, to Bob Hurley Ford, Oklahoma, City, Oklahoma, in the amount of \$54,337.30. It was noted that the purchase price of said vehicles was per Oklahoma State Purchasing Contract SW035.

The vote was taken as follows:

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

NAY: None.

\*\*\*\*\*

Motion was made by Trustee Timm and seconded by Trustee Wilson to approve Change Order No. 1 with Stover & Associates, Inc., Stillwater, Oklahoma, for ground maintenance services at the Water Reclamation Facility, at no additional cost to the City, and the vote was as follows:

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

NAY: None.

\*\*\*\*\*

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

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

NAY: None.

(List Claims)

\*\*\*\*\*

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

- TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY-

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

ABSENT: Trustee Brownlee.

\*\*\*\*\*

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

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

NAY: None.

(List Claims)

\*\*\*\*\*

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

- MAYOR AND BOARD OF COMMISSIONERS-

Motion was made by Commissioner Ezzell and seconded by Commissioner Wilson to convene into Executive Session pursuant to 25 Okla. Stat. §307(C)(10), to discuss matters pertaining to economic development, to protect the confidentiality of the business, and the vote was as follows:

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

NAY: None.

The meeting convened into Executive Session at 6:56 P.M.

\*\*\*\*\*

In Executive Discussion the Commission discussed economic development.

\*\*\*\*\*

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

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

NAY: None.

The meeting reconvened into regular session at 7:42 P.M.

\*\*\*\*\*

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

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

NAY: None.

The meeting adjourned at 7:42 P.M.

**City Commission Meeting**

**6. 1.**

**Meeting Date:** 08/18/2015

**Submitted By:** Stephanie Carr, CDBG Administrator

---

**SUBJECT:**

**CONDUCT A PUBLIC HEARING REGARDING THE SUBMISSION OF THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR THE 2014 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR.**

**BACKGROUND:**

The City of Enid, as an entitlement city, is required to submit a Consolidated Annual Performance and Evaluation Report (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 19, 2014 at 9:00 a.m. and the City of Enid will submit the report to HUD along with a narrative of public comments received during the comment period and from tonight's public hearing. Approval for the submission of the Consolidated Annual Performance and Evaluation Report to HUD will also be on the agenda at this evening's City Commission meeting. The CAPER is due to HUD on or before September 30, 2015.

**RECOMMENDATION**

Conduct public hearing.

**PRESENTER:**

Stephanie Carr, CDBG Administrator

---

**City Commission Meeting**

**8. 1.**

**Meeting Date:** 08/18/2015

**Submitted By:** Stephanie Carr, CDBG Administrator

---

**SUBJECT:**

**APPROVE RESOLUTION TO ALLOW THE SUBMISSION OF THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR THE 2014 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR.**

**BACKGROUND:**

This is a companion item to 6.1.

The City of Enid, as an entitlement city, is required to submit a Consolidated Annual Performance and Evaluation Report (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 19, 2015 at 9 am. With the approval of the resolution, the City of Enid will submit the report to HUD.

**RECOMMENDATION**

Approve submission of the 2014 CAPER to HUD.

**PRESENTER:**

Stephanie Carr, CDBG Administrator

---

**Attachments**

CAPER 2014

---



**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE COMMUNITY DEVELOPMENT BLOCK GRANT CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT FOR THE 2014 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 July 31, 2015; 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 18, 2015 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 2014 CDBG project year on August 18, 2015 after allowing for a fifteen (15) day comment period from the date of the August 19, 2015 publication date and submit the CAPER report to the United States Department of Housing and Urban Development prior to the September 30, 2015 due date.

**PASSED AND APPROVED** this 18th day of August 2015.

---

William E. Shewey, Mayor

(SEAL)

ATTEST:

---

Linda Parks, City Clerk

**City Commission Meeting**

8. 2.

**Meeting Date:** 08/18/2015

**Submitted By:** Andrea Chism, City Attorney

---

**SUBJECT:**

**CONSIDER SELECTING A DEVELOPER TO CONSTRUCT A HILTON GARDEN INN HOTEL IN DOWNTOWN ENID, OKLAHOMA, AND APPROVE AND EXECUTE A TERM SHEET SUMMARIZING THE PRINCIPAL TERMS AND CONDITIONS OF A MASTER DEVELOPMENT AGREEMENT AND CERTAIN OTHER AGREEMENTS TO BE EXECUTED BY THE PARTIES.**

**BACKGROUND:**

The City of Enid issued a Request for Proposals seeking a preferred developer to construct a Hilton Garden Inn Hotel in downtown Enid, Oklahoma. The Enid Regional Development Alliance (ERDA) and Retail Attractions reviewed the proposals, selected the top three developers and recommended one of those to the City Commission.

**RECOMMENDATION**

Select developer and approve and execute term sheet.

**PRESENTER:**

Andrea L. Chism, City Attorney.

---

**Fiscal Impact**

**Budgeted Y/N:** N/A

**Amount:** N/A

**Funding Source:**

N/A

---

**Attachments**

Hotel Term Sheet

---

**HOTEL DEVELOPMENT TERM SHEET  
HILTON GARDEN INN, CITY OF ENID, OKLAHOMA**

August \_\_\_\_\_, 2015

The City of Enid, Oklahoma, an Oklahoma municipal corporation (the “City”), has selected Peachtree Hotel Group II, LLC, a Georgia limited liability company (including a special purpose entity created for the Project, “Developer”) as the preferred developer to construct a Hilton Garden Inn Hotel on land currently owned by the City in downtown Enid, Oklahoma (the “Project”). This Term Sheet summarizes the principal terms and conditions of a Master Development Agreement and certain other agreements to be executed by the parties pursuant to which certain economic development incentives will be provided to Developer for the purpose of defraying certain costs and risks associated with the Project.

Except for the provisions entitled “Confidentiality” and “Transaction Expenses,” no legally binding obligations will be created until definitive agreements are executed and delivered by all parties. This Term Sheet is not a commitment to construct the hotel or to provide or accept the economic development incentives described below, and the obligations of the parties are expressly conditioned on the completion of due diligence, legal review and documentation that is satisfactory to all parties. This Term Sheet will be governed in all respects by the laws of the State of Oklahoma and will expire in 60 days from the above date if definitive agreements have not been executed and delivered by all parties prior to such date.

<b><u>Description of the Project and Economic Development Incentives</u></b>	
<i>Parties:</i>	<p>City of Enid, Oklahoma (the “<u>City</u>”)</p> <p>The Enid Economic Development Authority (the “<u>EEDA</u>”)</p> <p>Peachtree Hotel Group II, LLC, a Georgia limited liability company, and/or a single-purpose subsidiary created for the Project (“<u>Developer</u>”)</p>
<i>Project:</i>	<p>Developer will construct a Hilton Garden Inn on the Development Property (as defined below) consisting of at least 60,000 square feet with a minimum of 100 guest rooms, a restaurant and bar, room service and other amenities required by the Hilton Garden Inn flag (collectively, the “<u>Hotel</u>”).</p> <p>The façade of the Hotel will be designed to complement the historical architecture of downtown Enid. At the City’s option and sole cost, the Hotel may also include a covered walkway connecting the Hotel to the neighboring Enid Event Center and Enid Convention Center, which may be included in the initial design of</p>

	<p>the Hotel or added at a later date.</p> <p>To service the Hotel, Developer will also construct a surface parking lot on the Development Property (the “<u>Parking Lot</u>”) conforming to the City’s one-to-one zoning requirement for hotel parking and any requirements imposed by Hilton.</p>
<p><i>Development Property:</i></p>	<p>The Hotel and Parking Lot will be constructed on property currently owned by the City on S. Independence Street in Enid, OK with the following legal description: Lot Two (2), Replat of Block Thirty-Two (32), Original Townsite of Enid, Garfield County, Oklahoma, according to the recorded replat thereof (the “<u>Development Property</u>”).</p>
<p><i>Economic Development Incentives:</i></p>	<p>In order to incentivize Developer to undertake the Project, the City and the EEDA have agreed to provide the following economic development incentives to Developer subject to certain terms and conditions as described herein:</p> <ul style="list-style-type: none"> <li>(1) The City will transfer the Development Property to the Developer for \$1 (the “<u>Property Transfer</u>”);</li> <li>(2) The City will implement a 1% sales tax reimbursement pursuant to which up to \$400,000 of sales taxes generated by the Hotel will be reimbursed to Developer (the “<u>Sales Tax Reimbursement</u>”); and</li> <li>(3) EEDA will loan \$1.5 – \$2 million to Developer upon completion of construction on the terms described herein (the “<u>EEDA Loan</u>”).</li> </ul> <p>Developer will not seek (a) any additional public assistance from the City for the Project or (b) any additional public assistance from any other source for the Project to the extent that obtaining such assistance would reasonably be expected to result in delays commencing or completing construction of the Hotel (other than force majeure delays).</p>
<p><i>Timeline:</i></p>	<p>The parties acknowledge that the deadlines described below are reasonable and agree to use their reasonable best efforts to work toward meeting such deadlines:</p> <ul style="list-style-type: none"> <li>8.19.2015 – Execute Term Sheet</li> <li>9.15.2015 – Execute Definitive Documents</li> </ul>

	<p>9.18.2015 – Civil Site Investigation &amp; DD  9.18.2015 – Schematic Layout &amp; Program  10.5.2015 – Franchise Approval  10.5.2015 – Civil Design  11.17.2015 – Franchise Agreement  12.17.2015 – Architectural Drawings  2.1.2016 – Final CD Set  3.1.2016 – Permitting / Approvals  4.16.2016 – Ra-Lin Pricing  4.16.2016 – Submit Evidence of Financing  5.6.2016 – Close Property Transfer  5.16.2016 – Commence Construction  8.15.2017 – Complete Construction  8.18.2017 – Hotel Opening</p> <p>If the Property Transfer has not closed by May 16, 2016, then the City will have the option of terminating the Master Development Agreement and other documents executed in connection therewith and awarding the hotel development rights and economic development incentives described herein to another developer.</p>
<i>Legal Documentation:</i>	Attached hereto as <u>Exhibit A</u> is a description of the material legal documents expected to be executed as part of the arrangements between the City and Developer.
<b><u>Terms and Conditions of Property Transfer</u></b>	
<i>Overview:</i>	The City will transfer the Development Property to Developer for \$1 (the “ <u>Property Transfer</u> ”) upon satisfaction of the terms and conditions described below.
<i>Conditions Precedent:</i>	<p>Developer must satisfy the following conditions for the benefit of the City prior to the closing of the Property Transfer:</p> <ul style="list-style-type: none"> <li>(1) Receipt of a construction budget and construction timeline reasonably satisfactory to the City;</li> <li>(2) Receipt of evidence reasonably satisfactory to the City that Developer has equity available to contribute to the Project in an amount equal to the greater of (i) \$2 million or (ii) 15% of the total Project construction budget;</li> <li>(3) Receipt of evidence reasonably satisfactory to the City that Developer has obtained a senior loan, a bridge loan for the EEDA loan and other</li> </ul>

	<p>financing reasonably necessary to complete the Property;</p> <p>(4) Receipt of Project design schematics satisfactory to the City’s Board of Commissioners, in their sole discretion (but with input and advice from the Main Street Enid Design Committee);</p> <p>(5) Receipt of evidence that Developer has rights to the Hilton flag in Enid, Oklahoma;</p> <p>(6) Receipt of evidence that Developer has entered into a Franchise License Agreement with Hilton with respect to the Hotel, that the terms of such agreement are consistent with other transactions Developer has had with Hilton or the equivalent franchisor and that all conditions precedent to such agreement have been satisfied to the extent that such conditions precedent are able to be satisfied prior to the Property Transfer;</p> <p>(7) Receipt of evidence that Developer has entered into a Management Agreement with another party (whether or not an affiliate of Developer) and that the terms of such agreement are reasonably satisfactory to the City;</p> <p>(8) Execution of the documents described on <u>Exhibit A</u>, including, without limitation, a Completion Guaranty to be executed by Developer’s parent company and certain principals of Developer’s parent company; and</p> <p>(9) Satisfaction of such other conditions as may be reasonably necessary to satisfy the City that Developer is able to begin construction of the Hotel within 10 days of closing on the Property Transfer and is capable of completing construction and operating the Hotel.</p>
<p><i>Parking Lot:</i></p>	<p>As part of the Property Transfer, the City will agree to provide certain limited maintenance for the Parking Lot, which will include sweeping, re-striping and maintenance of light bulbs on a schedule consistent with nearby parking lots owned by the City. The City will not be responsible for day-to-day maintenance of the Parking Lot, repairing the Parking Lot, providing snow removal for the Parking Lot or upkeep of lighting fixtures (other than bulb replacement).</p>

	<p>To the extent required by Developer, the City will negotiate in good faith to make additional parking available to the Hotel on a non-exclusive basis using nearby City-owned parking lots.</p>
<p><i>Restriction on Future Incentives:</i></p>	<p>During the Restricted Period (as defined below), the City will not (i) transfer any City-owned property in the Enid downtown area for the purpose of hotel development or (ii) provide any new direct financing incentives for other hotel developments within the City limits; <i>provided</i> that, for the avoidance of doubt, the City shall not be restricted from providing public infrastructure improvements necessary to support new hotel developments. The “Restricted Period” shall begin on the closing date of the Property Transfer and shall continue through the earlier of (x) the date on which the Hotel has achieved a \$100 revenue per available room figure, determined on an annual basis (such period expected to be within 4-5 years following the opening date of the Hotel) and (y) the date on which the City completes its obligation to reimburse sales taxes (as described above).</p>
<p><i>Reverter:</i></p>	<p>The Development Property will revert back to the City if construction on the Project fails to commence within 45 days of closing of the Property Transfer.</p>
<p><i>Repurchase Right:</i></p>	<p>If any of the following events occur, the City will have the right to repurchase the Development Property for a purchase price equal to the greater of (a) the fair market value of the Development Property (as determined by independent appraisal) and (b) the amount of outstanding mortgage indebtedness secured by the Development Property, plus the amount of any equity capital invested by the Developer into the Development Property (the “<u>Repurchase Purchase Price</u>”):</p> <ol style="list-style-type: none"> <li>(1) Within the first 15 years after completion of the Project, the Hotel fails to be branded as a Hilton Garden Inn Hotel or carry a flag of comparable quality (as determined by the City in its sole discretion); or</li> <li>(2) Within the first 15 years after completion of the Project, the Project ceases to be used a hotel.</li> </ol> <p>These repurchase rights will be included in the Special</p>

	<p>Warranty Deed executed contemporaneously with the Property Transfer and recorded as an encumbrance on the Development Property. If the City elects not to repurchase the Development Property pursuant to the repurchase right described above, then the Developer shall be free to sell the Development Property to another party so long as the sale price is not less than the Repurchase Purchase Price. If the Developer wishes to sell the Development Property to another party at a price less than the Repurchase Purchase Price, then it must first re-offer the Development Property to the City at the same price being offered to the third party.</p> <p>In addition to the foregoing, the City will have the right to repurchase the Development Property if construction ceases for a period of 45 days prior to the opening of the Hotel. The purchase price for such repurchase option will be equal to the sum of (x) 100% of total project costs, including expenses, spent by the Developer in connection with the Project at the time of exercising such option, plus (y) an additional amount necessary to generate a 12% annual internal rate of return on any equity capital spent by the Developer in connection with the Project at the time of exercising such option.</p>
--	---

**Terms and Conditions of Sales Tax Reimbursement**

<p><i>Overview:</i></p>	<p>The City will implement a 1% sales tax reimbursement pursuant to which up to \$400,000 of sales taxes generated by the Hotel will be reimbursed to Developer (the “<u>Sales Tax Reimbursement</u>”). The Sales Tax Reimbursement will extend for a period of 10 years and the total amount reimbursed will not exceed \$400,000 regardless of the amount of sales tax generated by the Hotel.</p>
<p><i>Sales Tax Generation:</i></p>	<p>The Sales Tax Reimbursement will be based on taxable sales generated by the Hotel, including the restaurant and bar. The parties acknowledge that the hotel/motel tax charged within the City of Enid is a dedicated tax and, therefore, will not be part of the Sales Tax Reimbursement.</p> <p>At Developer’s option, the Sales Tax Reimbursement may also be based on taxable sales of construction materials incorporated into the Project subject to the negotiation of mutually agreeable tracking, reporting and payment procedures and with any expense</p>



	associated with such procedures borne by the Developer.
<i>Procedures:</i>	The Sales Tax Reimbursement will be paid semi-annually based on reports submitted by Developer to the Oklahoma Tax Commission. The City and Developer will work together to establish a procedure whereby Developer requests payment of the Sales Tax Reimbursement on a semi-annual basis, which procedure will include Developer providing copies of such reports to the City’s Finance Office.
<b><u>Terms and Conditions of EEDA Loan</u></b>	
<i>Overview:</i>	EEDA will loan \$1.5 million to Developer upon completion of construction and on the terms described herein (the “ <u>EEDA Loan</u> ”); <i>provided</i> that, if the Hotel commences operations on or before the first anniversary of the construction commencement date (anticipated to be 5.16.2017 based on 5.16.2016 construction commencement), then the amount of the EEDA Loan will increase by \$500,000 to \$2 million; and, <i>provided, further,</i> that the deadline shall be extended (x) up to a maximum of 45 days if events beyond the control of the Developer delay construction (e.g., delays in obtaining brand approval or delays due to the holidays) and (y) on a day-for-day basis if force majeure events affecting the Enid, Oklahoma area actually impact Developer’s ability to commence operations of the Hotel by the first anniversary.
<i>Loan Terms:</i>	Principal Amount – \$1.5 - \$2.0 million Interest Rate – 2% Payments – Interest-only payments for the initial 24 months and, thereafter, principal and interest payments based on 20-year amortization schedule Maturity Date – 7 years with balloon payment of all remaining principal and accrued interest due at maturity
<i>Priority &amp; Collateral:</i>	The EEDA Loan will be subordinate to Developer’s senior debt on the Project and will be secured by the following:  <ul style="list-style-type: none"> <li>(1) Second mortgage on the Development Property;</li> <li>(2) Subordinate security interest in all FF&amp;E and OSE used in the Project; and</li> </ul>

	<p>(3) “Bad boy” carveout guaranty from Developer’s parent company and certain principals of Developer.</p> <p>The City will also require an environmental indemnity pertaining to Developer’s period of ownership from Developer’s parent company and certain principals of Developer.</p>
<p><b><u>Miscellaneous Provisions</u></b></p>	
<p><i>Confidentiality:</i></p>	<p>The existence and terms and conditions of this Term Sheet are confidential and shall not be disclosed to any third party without the consent of the parties, except that the parties may disclose the existence and terms and conditions of this Term Sheet as required by law (including, without limitation, the Oklahoma Open Records Act) and to their respective officers, directors, employees, attorneys and other advisers, provided that such persons agree to the confidentiality restrictions contained herein.</p>
<p><i>Publicity:</i></p>	<p>Within 30 days following execution of definitive documents (estimated to occur on September 15, 2015), Developer, at its own cost, shall cause signage to be manufactured and installed at the Development Property advertising the dates on which construction of the Hotel is expected to commence and on which the Hotel is expected to open; <i>provided</i> that the appearance and content of such signage shall be subject to the approval of the City Commissioners and shall comply with the City’s zoning and other regulatory requirements. In addition, at the request of the City, the Developer shall assist the City (or its designee) in publicity and public relations efforts related to the Hotel, which may include public input sessions which are attended by representatives of the Developer and/or making representatives of the Developer available for interviews with local media outlets.</p>
<p><i>Transaction Expenses:</i></p>	<p>The parties will each pay their own fees and expenses incurred in connection with the parties’ consideration and discussion or negotiation of the transactions contemplated by this Term Sheet; <i>provided</i> that, if the Property Transfer is not consummated on or before May 16, 2016, then Developer will pay one-half of the reasonable costs and expenses of outside counsel to the</p>

	City and the EEDA up to a maximum of \$15,000.
--	--

*[Signature Page Follows]*

Please indicate your agreement with the foregoing by executing two copies of this Term Sheet in the space provided below and returning one such copy to the undersigned at your earliest convenience. This Term Sheet shall become null and void if it is not signed by each party prior to 5 p.m. (CDT) on August 19, 2015.

We appreciate Peachtree Hotel Group II, LLC's continued interest in the City of Enid, and we look forward to the creation of a successful public-private partnership and the development of a first-class hotel that will be beneficial to the City and its citizens and business community.

Sincerely,

CITY OF ENID, OKLAHOMA

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

Name:

Title:

AGREED TO AND ACCEPTED this \_\_\_ day  
of August, 2015:

PEACHTREE HOTEL GROUP II, LLC,  
a Georgia limited liability company

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

Name:

Title:

**Exhibit A:**  
**List of Material Documents**

<u>Description of Document</u>	<u>Parties</u>	<u>Timing of Execution</u>
Master Development Agreement, Including following Exhibits  <u>Property Transfer Docs</u> Bill of Sale Special Warranty Deed Completion Guaranty Letter Ag. re: Parking Lot  <u>Sales Tax Reimbursement Docs</u> Board of Comm Resolution MOU re: Procedures  <u>EEDA Loan Docs</u> Loan Agreement Promissory Note Mortgage Security Agreement Payment Guaranty Environmental Indemnity	City EEDA Developer	9.15.2015
<b><u>Property Transfer Documents</u></b>		
Bill of Sale	City Developer	5.6.2016 (Property Transfer Closing)
Special Warranty Deed	City	5.6.2016 (Property Transfer Closing)
Completion Guaranty	Developer Parent Company Principals	5.6.2016 (Property Transfer Closing)
Letter Agreement re: Parking Lot	City Developer	5.6.2016 (Property Transfer Closing)
<b><u>Sales Tax Reimbursement Documents</u></b>		
Board of Commissioners Resolution	City	5.6.2016

		(Property Transfer Closing)
MOU re: Procedures	City Developer	5.6.2016 (Property Transfer Closing)
<b><u>EEDA Loan Documents</u></b>		
Loan Agreement	EEDA Developer	8.15.2017 (Completion of Construction)
Promissory Note	Developer	8.15.2017 (Completion of Construction)
Mortgage	Developer	8.15.2017 (Completion of Construction)
Security Agreement	EEDA Developer	8.15.2017 (Completion of Construction)
UCC-1 Filing	N/A	8.15.2017 (Completion of Construction)
Payment Guaranty	Developer Parent Company Principals	8.15.2017 (Completion of Construction)
Environmental Indemnity	Developer Parent Company Principals	8.15.2017 (Completion of Construction)
Title Insurance Documents	N/A	8.15.2017 (Completion of Construction)
Opinions of Borrowers Counsel	N/A	8.15.2017 (Completion of Construction)

**City Commission Meeting**

**8. 3.**

**Meeting Date:** 08/18/2015

**Submitted By:** Erin Crawford, Chief Financial Officer

---

**SUBJECT:**

**CONSIDER A RESOLUTION AMENDING THE 2015-2016 AIRPORT FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$275,145.00 TO INCREASE THE 2015-2016 APPROPRIATED AMOUNTS FOR THE AIRPORT DEPARTMENT.**

**BACKGROUND:**

This is a companion item to 9.17 & 9.18. A budget appropriation is necessary to approve the contract amendment with CEC Corporation to provide administration, inspector oversight and preparation of as-built drawings in the amount of \$187,150.00 and award a contract with Rural Electric, Inc. to replace the navigational aids for the Runway 17/35 extension project in the amount of \$877,995.00. The original 2015-2016 Airport Budget included \$790,000 for relocating the navigational aids for the Runway 17/35 extension project. Sufficient funds are available in the Airport Fund to accommodate the additional funds for a budget appropriation in the amount of \$275,145.00.

**RECOMMENDATION**

Approve Resolution.

**PRESENTER:**

Erin Crawford, Chief Financial Officer.

---

**Fiscal Impact**

**Budgeted Y/N:** N  
**Amount:** \$275,145.00  
**Funding Source:**  
Airport Fund.

---

**Attachments**

Airport Resolution

---

**RESOLUTION**

**A RESOLUTION AMENDING THE 2015-2016 AIRPORT FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$275,145.00 TO INCREASE THE 2015-2016 APPROPRIATED AMOUNTS FOR THE AIRPORT DEPARTMENT.**

**WHEREAS,** the appropriated amounts for the 2015-2016 Airport Fund must be increased by \$275,145.00 to replace the navigational aids for the runway 17/35 extension at Woodring Regional Airport; and provide administration, inspector oversight and as-built drawings.

**WHEREAS,** funds are available in the Airport Fund Airport Department to provide the necessary funding;

**AND NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA, THAT THE CITY OF ENID 2015-2016 BUDGET BE AMENDED TO INCREASE THE APPROPRIATIONS FOR THE AIRPORT FUND AIRPORT DEPARTMENT:**

<b>FUND 20 AIRPORT</b>	
<b>Airport Department</b>	<b>\$275,145.00</b>

Adopted this 18th day of August 2015.

\_\_\_\_\_  
Mayor

(Seal)

ATTEST:

\_\_\_\_\_  
City Clerk



**City Commission Meeting**

**9. 1.**

**Meeting Date:** 08/18/2015

**Submitted By:** Ashley Keim, Executive Assistant

---

**SUBJECT:**

**ACCEPT ROAD IMPROVEMENT PROJECT FOR WILDERNESS COVE 2ND ADDITION, BLOCK 7, 8, AND 9, PROJECT NUMBER R-1412A.**

**BACKGROUND:**

This privately funded project has been constructed in accordance with City standards and as-builts have been received.

This project has a one-year maintenance period that will commence upon acceptance of this item.

**RECOMMENDATION**

Accept Improvements.

**PRESENTER:**

Murali Katta, P.E., Project Engineer.

---

**City Commission Meeting**

**9. 2.**

**Meeting Date:** 08/18/2015

**Submitted By:** Ashley Keim, Executive Assistant

---

**SUBJECT:**

**ACCEPT PUBLIC UTILITY EASEMENTS FROM CAROLYN TODD AND HOLLRAH FARMS, LLC, FOR DEVELOPMENT OF PIPELINE TO TRANSPORT RESUSE WATER TO KOCH NITROGEN PLANT AT NO COST TO THE CITY OF ENID.**

**BACKGROUND:**

This item accepts three (3) public utility easements to allow for a pipeline to be constructed for transportation of re-use water from the Water Reclamation Facility to the Koch Nitrogen Plant. These easement's are provided at no cost to the City of Enid.

**RECOMMENDATION**

Accept Public Utility Easements.

**PRESENTER:**

Murali Katta, P.E., Project Engineer.

---

**Attachments**

Utility Easement from Hollrah.

Utility Easement from Todd.

---



June 26, 2015

Hollrah Farms LLC  
Attn: Mr. Richard Hollrah  
3602 Lisa Ln  
Enid, OK 73703

Subject: Enid Pipeline Project – Offer for Property Access

Dear Mr. Hollrah,

The Enid Pipeline Project to allow the Koch Fertilizer Plant to replace the potable water supply with treated effluent from the City’s Water Reclamation Facility (WRF) includes a proposed segment of the pipeline project on your property located **West of the Woodring Airport (See Drawing OK01-OB-P01-3005)**. Black and Veatch Corporation ("BV") has been retained to design and oversee the construction of the water pipeline and present you with easements for the water pipeline and completion and installation project. The purpose of this letter is to provide you with a fair offer for such easements.

Construction of the pipeline is scheduled between August 1 and November 30, 2015. In consideration of your granting the City of Enid a permanent easement for the water pipeline across your property, our client will offer you \$7,500 per acre. Construction will not affect any agricultural activities in your property. The project inside your property will impact approximately **0.13 acres**. Our offer for access to your property and permanent easement is **\$1,002.00**.

I am attaching drafts of the permanent easement documents for the water pipeline and the temporary construction easement for the project activities. I’m also attaching IRS Form W-9 (Request for Taxpayer Identification Number and Certification) which needs to be completed and returned before a check can be issued. Please indicate by signing in the space provided below, your acknowledgement and agreement to the offer presented and please return to me the appropriately executed easements and IRS Form W-9. Our client will make payment after receipt of the appropriately executed easements and receipt of your IRS Form W-9. Please contact me via phone at 817 769 6077 or via email at [cadenai@bv.com](mailto:cadenai@bv.com) if you should have any questions about this offer.

Very truly yours,  
BLACK & VEATCH CORPORATION

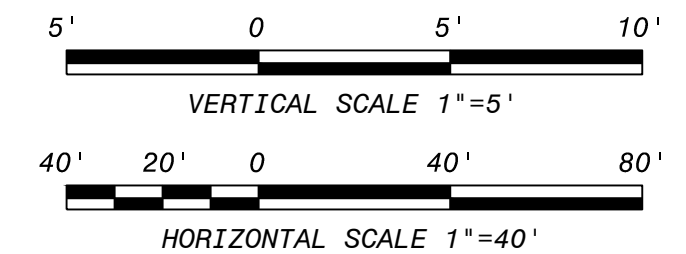
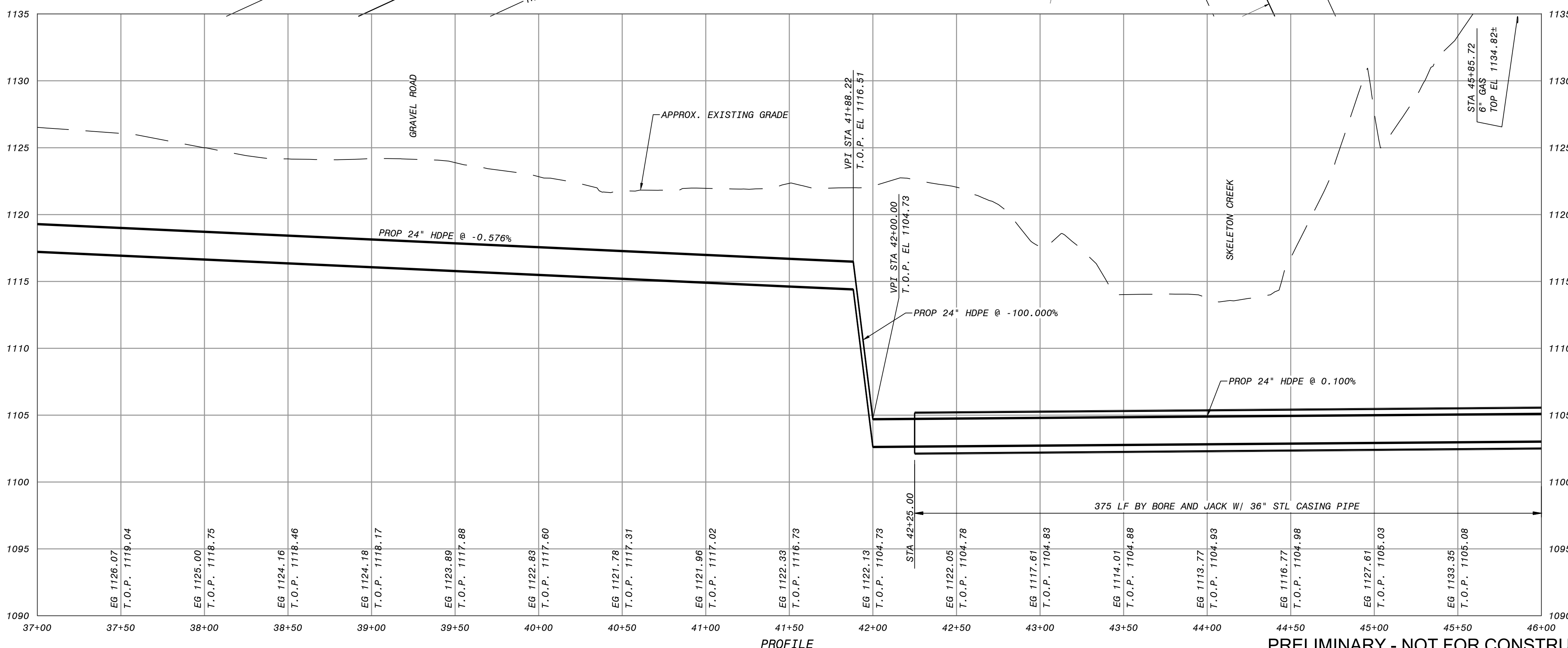
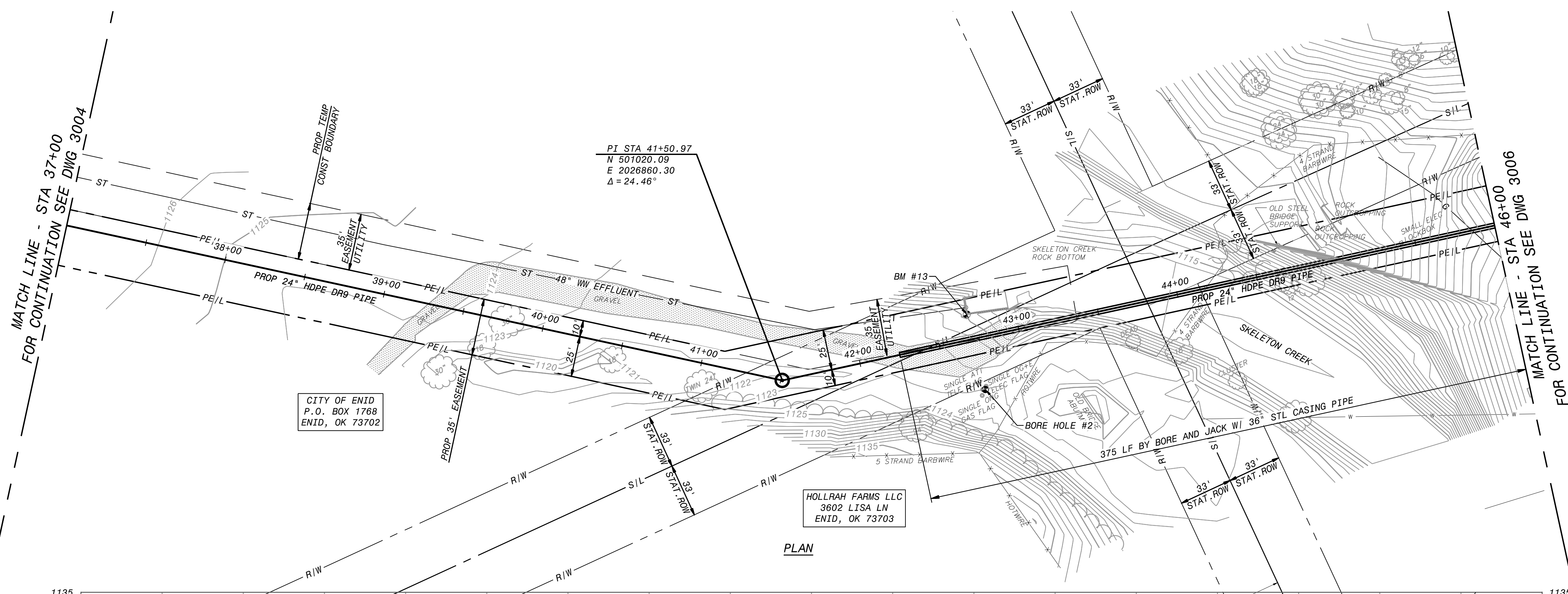
Ignacio Cadena, P.E.  
Project Manager

Acknowledged and Agreed:

Mr. Richard Hollrah

Date

- NOTES:**
- POINTS OF VERTICAL INTERSECTION (PVI) ARE SHOWN ON THE PLAN/PROFILE DRAWINGS. IT IS INTENDED THAT ALL PIPE BE INSTALLED ON GRADUAL VERTICAL CURVATURE TO PRECLUDE THE NECESSITY OF USING FITTINGS.



**PRELIMINARY**

THIS DOCUMENT RELEASED FOR REVIEW UNDER AUTHORITY OF JONATHAN SHIRK, OKLAHOMA P.E. 27930 ON JUNE 5, 2015. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMITTING.

I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF OKLAHOMA.

SIGNED JONATHAN SHIRK  
DATE 06/05/2015 REG NO. 27930

**BLACK & VEATCH**  
Building a world of difference®  
1308 Summit Ave., Suite 400, Fort Worth, TX 76102  
Ph. 817.429.7558 - OK CAP: 3314

JOB NO. 187720-OB-P01-3005  
B&V DRAWING NO. A

BLACK & VEATCH REVISIONS

NO.	DATE	REVISIONS AND RECORD OF ISSUE	DRN/DES/CHK/PDE/APP

MK	DATE	REVISIONS	BY	AP.	MK	DATE	REVISIONS	BY	AP.

**NOTICE**

This drawing has not been published and is the sole property of Koch Nitrogen Company, Enid, Oklahoma, and is lent to the borrower for his confidential use only; and in consideration of the loan of this drawing the borrower promises and agrees that it shall not be reproduced, copied, lent or otherwise disposed of directly or indirectly, nor used for any purpose other than for which it is specifically furnished.

DWG. NO.	REFERENCE DRAWINGS



**KOCH-ENID FACILITY REUSE PIPELINE PROJECT**  
PLAN & PROFILE  
STA 37+00 TO STA 46+00

DES. TSH  
DR. TSH  
CH.  
AP.

JOB NO. W. O.  
SCALE 1"=40'

DATE  
DWG. NO.  
REV.

OK01-OB-P01-3005

ENID No.: S-1515A B&V Proj. No.: 187720 WBS No.: X

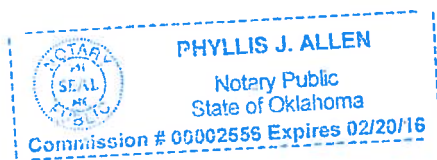
ACAD 10.c7  
1=1  
DATE TIME  
D-Size



Before me, the undersigned, a Notary Public, in and for said County and State on this 8<sup>TH</sup> day of JULY, 2015, personally appeared, **Hollrah Farms, LLC**, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

(SEAL)



  
Notary Public

My Commission Number: 00002556  
My Commission Expires: 2/20/2016

## EXHIBIT A

A strip of land lying in the Northeast Quarter of Section 23, Township 22 North, Range 6 West of the Indian Meridian, Garfield County, Oklahoma being more particularly described as follows:

COMMENCING at the northeast corner of said Northeast Quarter;

THENCE North  $89^{\circ}58'29''$  West, along the north line of said Northeast Quarter, a distance of 19.99 feet to the POINT OF BEGINNING;

THENCE South  $77^{\circ}31'05''$  East a distance of 20.49 feet to a point on the east line of said Northeast Quarter;

THENCE South  $00^{\circ}12'29''$  East, along said east line, a distance of 35.88 feet;

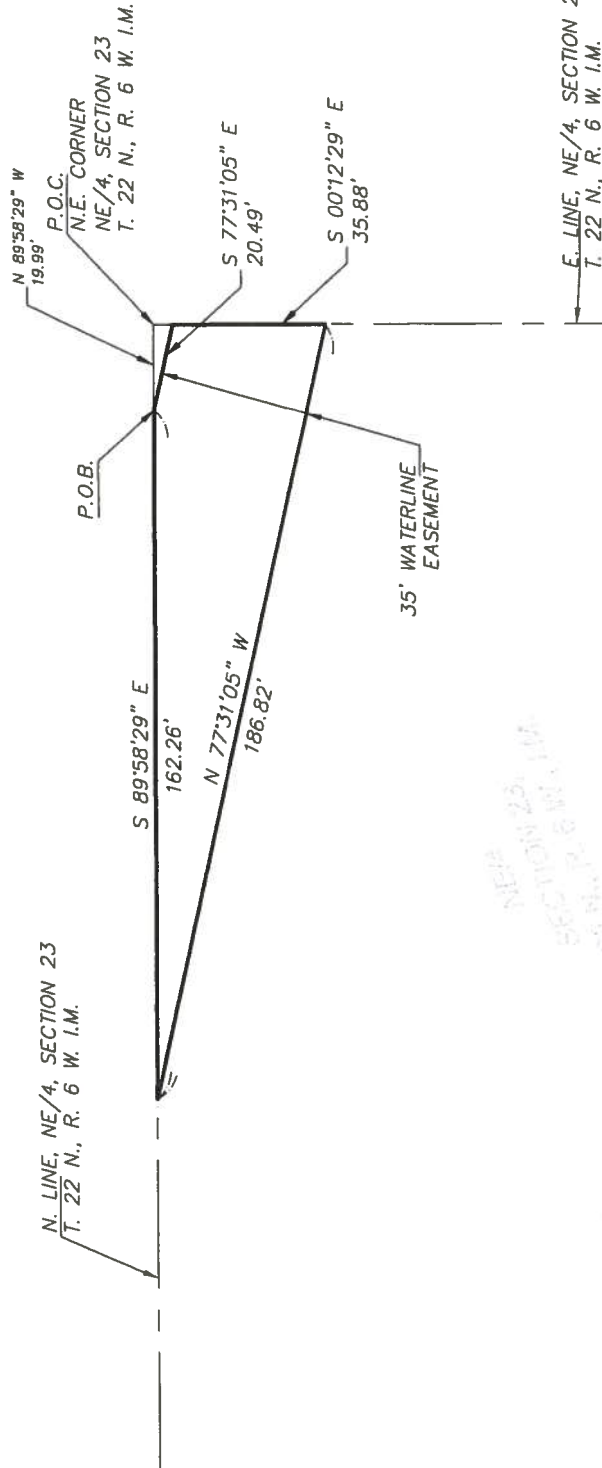
THENCE North  $77^{\circ}31'05''$  West a distance of 186.82 feet to a point on the north line of said Northeast Quarter;

THENCE South  $89^{\circ}58'29''$  East, along said north line, a distance of 162.26 feet to the POINT OF BEGINNING.

Said described strip of land contains an area of 3,628 square feet or 0.0833 acres, more or less.

The basis of bearings for this legal description was the Oklahoma State Plane Coordinate System (NAD83-North Zone) using a bearing of North  $89^{\circ}58'29''$  West on the north line of the Northeast Quarter of Section 23, Township 22 North, Range 6 West of the Indian Meridian.

Prepared by: Christopher L. Tripp, Professional Land Surveyor No. 1685  
Dodson-Thompson-Mansfield PLLC  
20 N.E. 38th Street - OKC, OK 73105  
May 12, 2015



NE/4  
SECTION 23,  
T. 22 N., R. 6 W. I.M.



**EXHIBIT B**  
NOT TO SCALE

**DODSON - THOMPSON - MANSFIELD, PLLC**

20 NE 38th Street  
Oklahoma City, OK 73105  
Phone: 405-601-7402  
Fax: 405-601-7421  
email: randjtm@dtm-ok.com

Surveying - Engineering - Planning

CERTIFICATE OF AUTHORIZATION NO: 6391 EXPIRES JUNE 30, 2016



**ACCEPTANCE BY THE CITY OF ENID**

The foregoing easement is hereby accepted by the City of Enid, Oklahoma, on this \_\_\_\_\_ day of \_\_\_\_\_, **2015**.

**THE CITY OF ENID, AN OKLAHOMA  
MUNICIPAL CORPORATION**

\_\_\_\_\_  
William Shewey, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
Linda Parks, City Clerk

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type  
See Specific Instructions on page 2.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Hollrah Farms LLC	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <u>P</u> Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) 3602 Lisa Lane	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code Enid, OK 73703-2929	
<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>																
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>					-	<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>					-	<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
or																
<b>Employer identification number</b>																
2	7	-	1	7	4											
7	9	3	1	1	1											

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Richard E. Hollrah</i>	Date ▶ <i>26 July 2015</i>
------------------	--	----------------------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.  
*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  2. Certify that you are not subject to backup withholding, or
  3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
  4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

June 26, 2015

Ms. Carolyn Todd  
112 Longview Dr. SW  
Piedmont, OK 73708

Subject: Enid Pipeline Project – Offer for Property Access

Dear Ms. Todd,

The Enid Pipeline Project to allow the Koch Fertilizer Plant to replace the potable water supply with treated effluent from the City's Water Reclamation Facility (WRF) includes a proposed segment of the water pipeline on your property located **east of the Woodring Airport on Rupe Avenue (See Drawings OK01-OB-P01-3014, 3015, 3016 & 3017)**. Black and Veatch Corporation ("BV") has been retained to design and oversee the construction of the water pipeline and present you with easements for the water pipeline and completion and installation project. The purpose of this letter is to provide you with a fair offer for such easements.

Construction of the pipeline is scheduled between August 1 and November 30, 2015. In consideration of your granting the City of Enid a permanent easement for the water pipeline across your property, our client will offer you **\$7,500 per acre**. In consideration of your granting a temporary construction easement for completion of the project, our client will offer you **\$750 per acre** for the 4 month duration of the project. The project inside your property will impact approximate **1.81 acres**, of which **0.38 acres** are for permanent easement and **1.43 acres** are for temporary construction easement. Construction will not affect the agricultural activities in your property.

In summary, our client's offer to you for access to your property, granting of the permanent easement for the water pipeline and granting of temporary construction easement is itemized below.

Permanent Easement	\$ 2,862
Temporary Construction Easement	<u>\$ 1,072</u>
<b>Total</b>	<b>\$ 3,934</b>

I am attaching drafts of the permanent easement for the water pipeline and the temporary construction easement for the project activities. I'm also attaching IRS Form W-9 (Request for Taxpayer Identification Number and Certification) which needs to be completed and returned before a check can be issued. Please indicate by signing in the space provided below, your acknowledgement and agreement to the offer presented and please return to me the appropriately executed easements and IRS Form W-9. Our client will make payment after receipt of the appropriately executed easements and receipt of your IRS Form W-9. Please contact me via phone at 817 769 6077 or via email at [cadenai@bv.com](mailto:cadenai@bv.com) if you should have any questions about this offer.

Very truly yours,  
BLACK & VEATCH CORPORATION



Ignacio Cadena, P.E.  
Project Manager

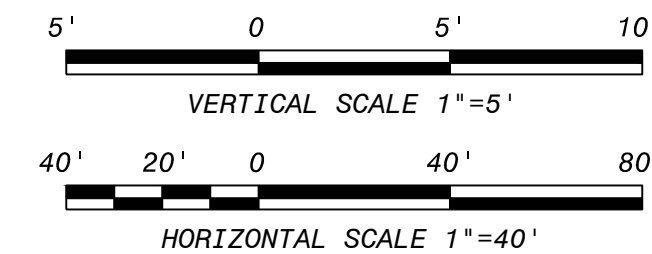
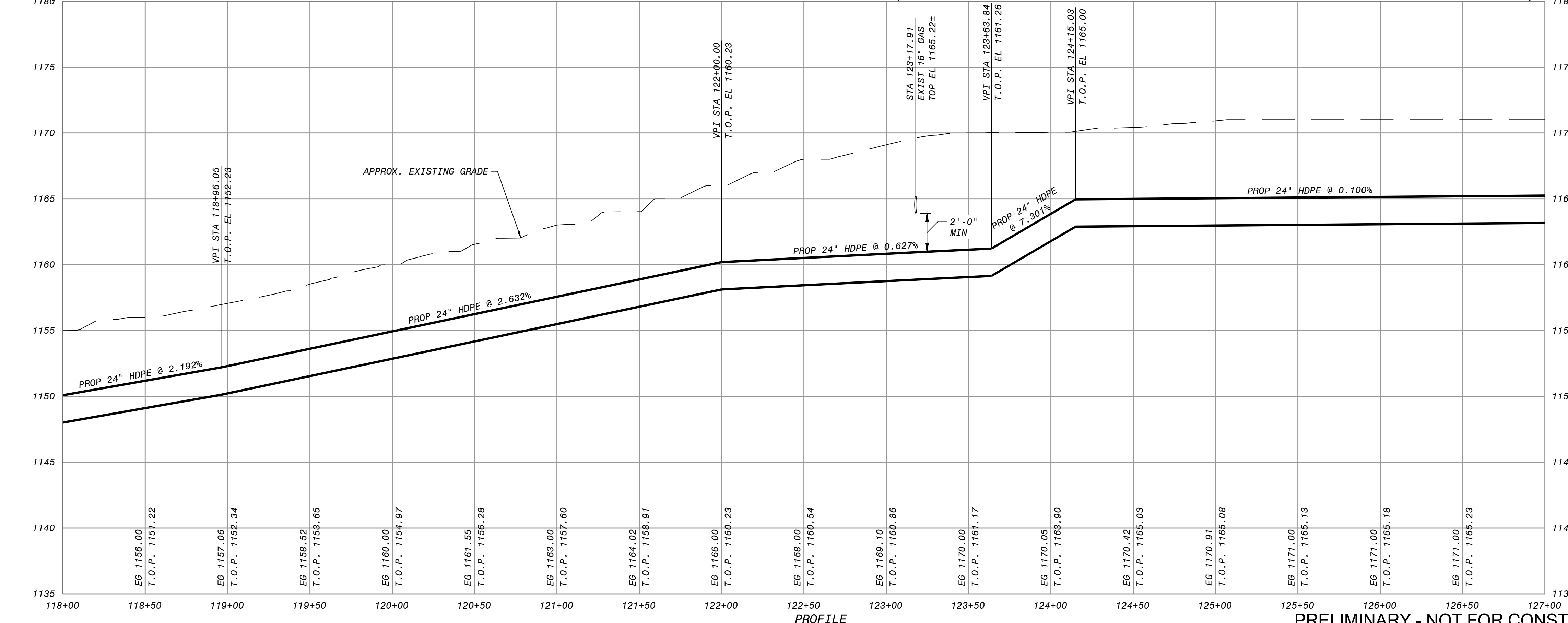
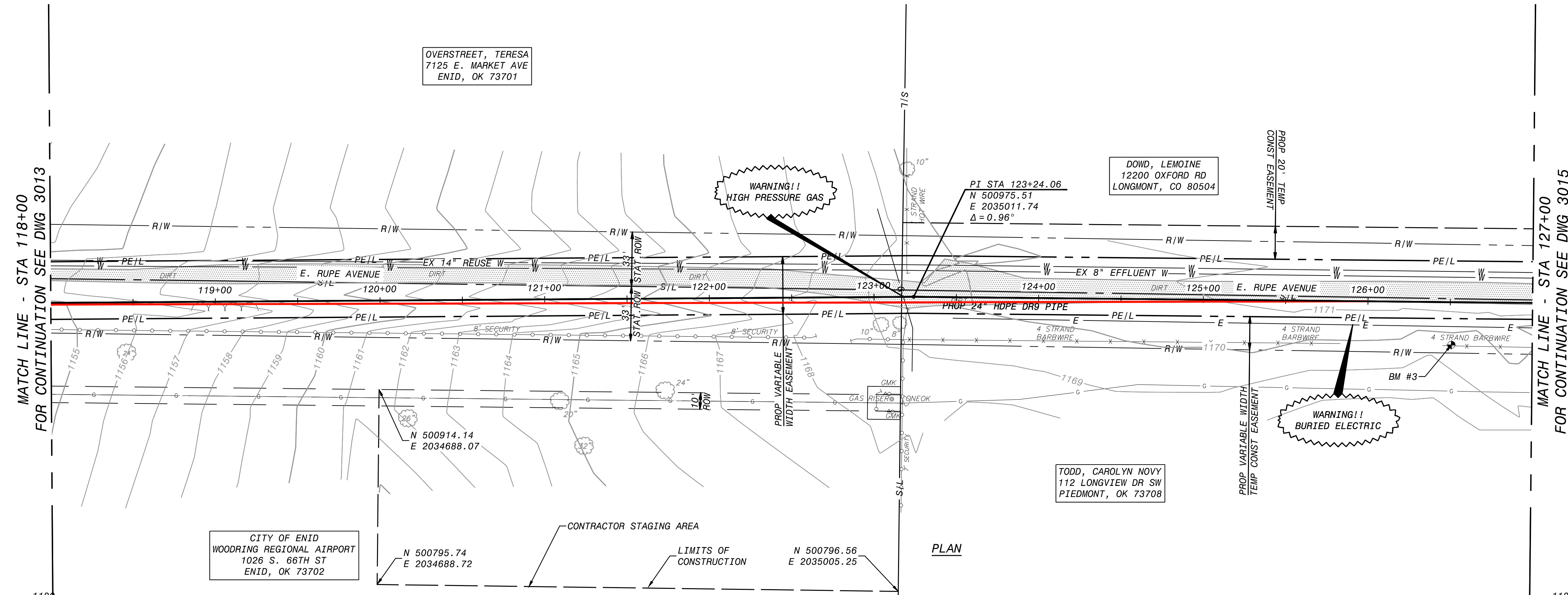
Acknowledged and Agreed:

  
Ms. Carolyn Todd

Date: 7-27-15

**NOTES:**

- POINTS OF VERTICAL INTERSECTION (PVI) ARE SHOWN ON THE PLAN/PROFILE DRAWINGS. IT IS INTENDED THAT ALL PIPE BE INSTALLED ON GRADUAL VERTICAL CURVATURE TO PRECLUDE THE NECESSITY OF USING FITTINGS.



**PRELIMINARY**

THIS DOCUMENT RELEASED FOR REVIEW UNDER AUTHORITY OF JONATHAN SHIRK, OKLAHOMA P.E. 27930 ON JUNE 5, 2015. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMITTING.

I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF OKLAHOMA.

SIGNED JONATHAN SHIRK  
DATE 06/05/2015 REG NO. 27930

NOT TO BE USED FOR CONSTRUCTION

The distribution and use of the native format cad file of this drawing is uncontrolled; the user shall verify traceability of this drawing to the latest controlled version.

**BLACK & VEATCH**  
Building a world of difference®  
1300 Summit Ave., Suite 400, Fort Worth, TX 76102  
Ph. 817.429.7559 - OK CAP: 3314

JOB NO. 187720-OB-P01-3014  
B&V DRAWING NO. A

BLACK & VEATCH REVISIONS

NO	DATE	REVISIONS AND RECORD OF ISSUE	DRN/DES/CHK/PDE/APP

MK	DATE	REVISIONS	BY	AP.	MK	DATE	REVISIONS	BY	AP.

**NOTICE**

This drawing has not been published and is the sole property of Koch Nitrogen Company, Enid, Oklahoma, and is lent to the borrower for his confidential use only; and in consideration of the loan of this drawing the borrower promises and agrees that it shall not be reproduced, copied, lent or otherwise disposed of directly or indirectly, nor used for any purpose other than for which it is specifically furnished.

DWG. NO.      REFERENCE DRAWINGS



**KOCH-ENID FACILITY REUSE PIPELINE PROJECT  
PLAN & PROFILE  
STA 118+00 TO STA 127+00**

DES. TSH      JOB NO. W. O.      DATE      DWG. NO.      REV.

CH.      SCALE 1"=40'

AP.      OK01-OB-P01-3014

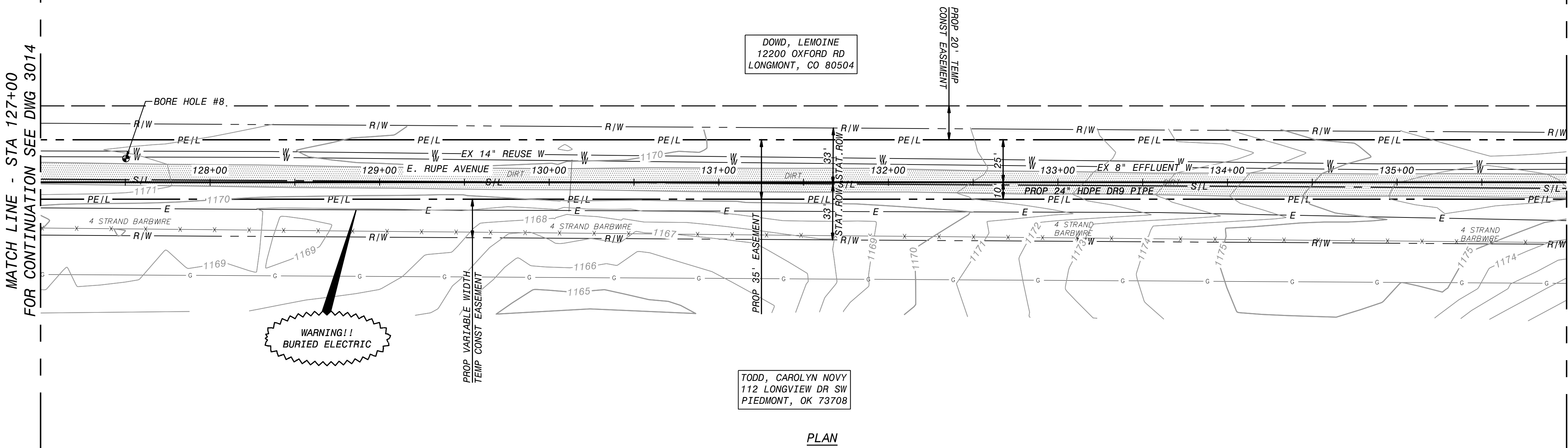
ENID No.: S-1515A      B&V Proj. No.: 187720      WBS No.: X



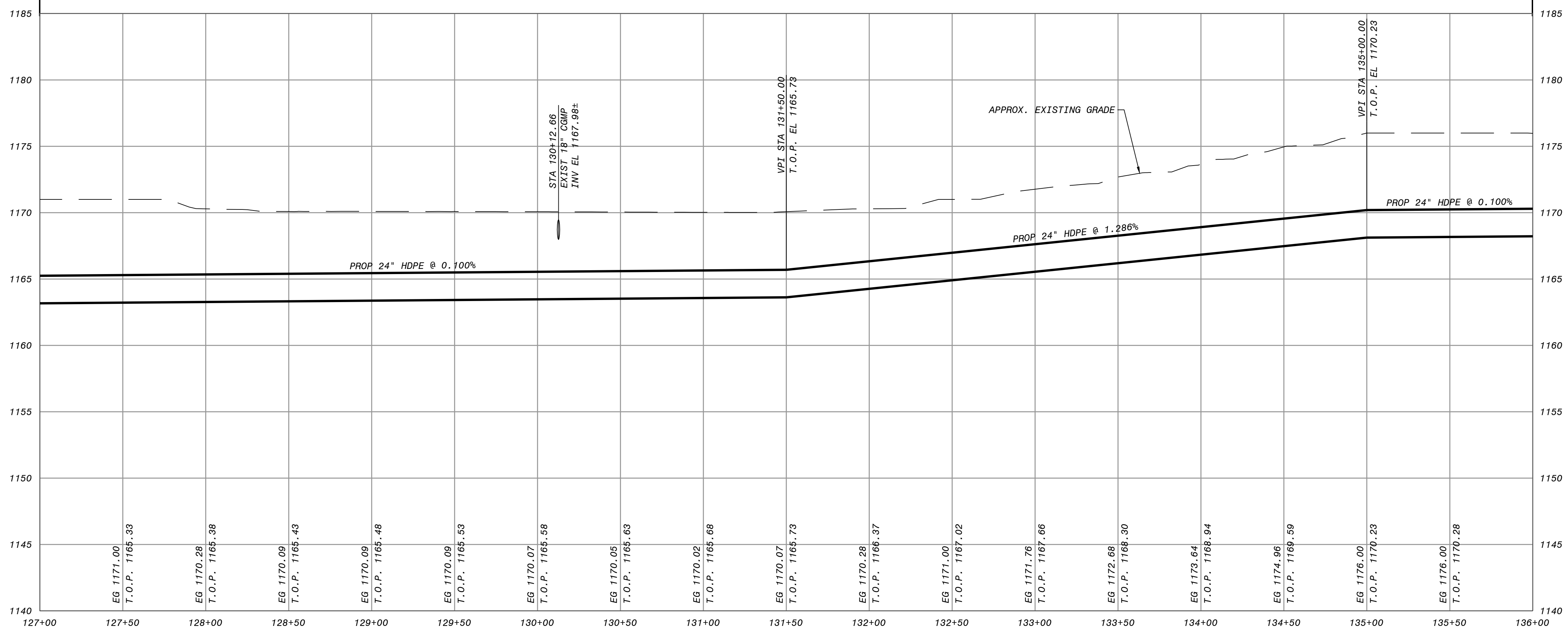
- NOTES:**
- POINTS OF VERTICAL INTERSECTION (PVI) ARE SHOWN ON THE PLAN/PROFILE DRAWINGS. IT IS INTENDED THAT ALL PIPE BE INSTALLED ON GRADUAL VERTICAL CURVATURE TO PRECLUDE THE NECESSITY OF USING FITTINGS.

MATCH LINE - STA 127+00  
FOR CONTINUATION SEE DWG 3014

MATCH LINE - STA 136+00  
FOR CONTINUATION SEE DWG 3016

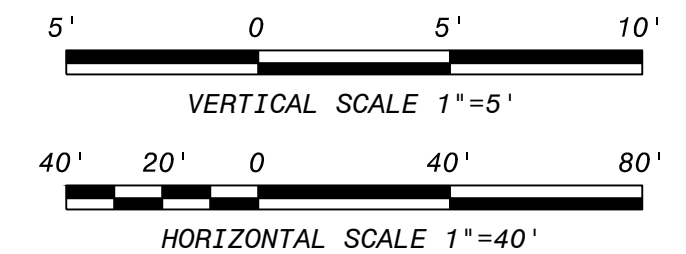


PLAN



PROFILE

PRELIMINARY - NOT FOR CONSTRUCTION



**PRELIMINARY**

THIS DOCUMENT RELEASED FOR REVIEW UNDER AUTHORITY OF JONATHAN SHIRK, OKLAHOMA P.E. 27930 ON JUNE 5, 2015. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMITTING.

I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF OKLAHOMA.

SIGNED JONATHAN SHIRK  
DATE 06/05/2015 REG NO. 27930

NOT TO BE USED FOR CONSTRUCTION

The distribution and use of the native format cad file of this drawing is uncontrolled. The user shall verify traceability of this drawing to the latest controlled version.

**BLACK & VEATCH**  
Building a world of difference.  
1300 Summit Ave., Suite 400, Fort Worth, TX 76102  
Ph. 817.429.7558 - OK CAP: 3314

JOB NO. 187720-OB-P01-3015  
B&V DRAWING NO. A  
B&V REV. A

NO.	DATE	REVISIONS AND RECORD OF ISSUE	DRN/DES/CHK/PDE/APP

MK	DATE	REVISIONS	BY	AP.	MK	DATE	REVISIONS	BY	AP.

**NOTICE**

This drawing has not been published and is the sole property of Koch Nitrogen Company, Enid, Oklahoma, and is lent to the borrower for his confidential use only; and in consideration of the loan of this drawing the borrower promises and agrees that it shall not be reproduced, copied, lent or otherwise disposed of directly or indirectly, nor used for any purpose other than for which it is specifically furnished.

DWG. NO.	REFERENCE DRAWINGS



**KOCH-ENID FACILITY REUSE PIPELINE PROJECT**  
PLAN & PROFILE  
STA 127+00 TO STA 136+00

DES. TSH  
DR. TSH  
CH. TSH  
AP. TSH

JOB NO. W. O.  
SCALE 1"=40'

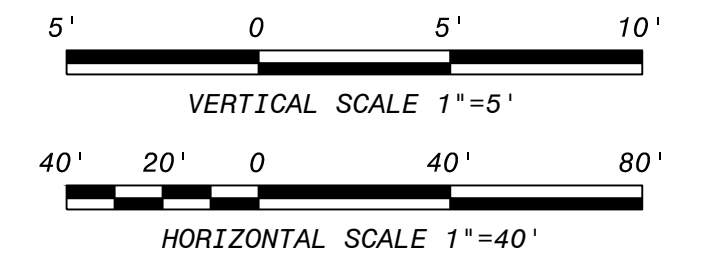
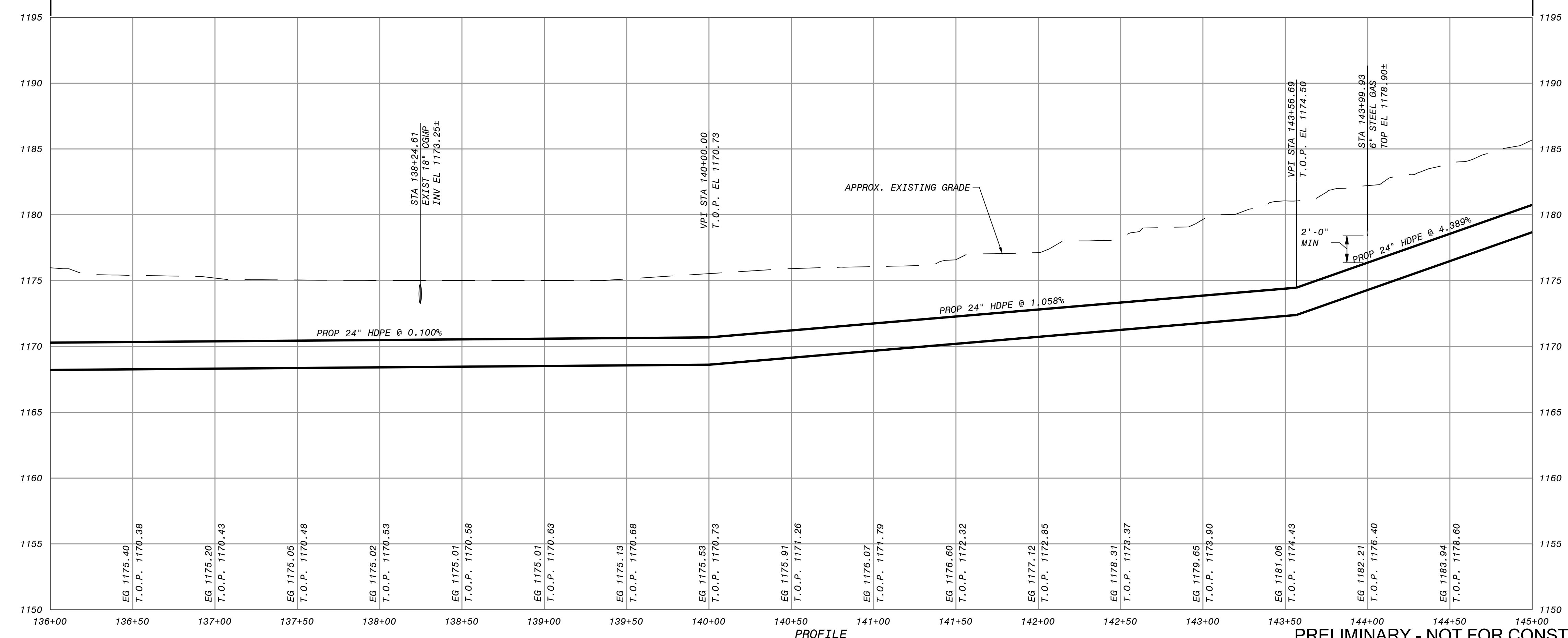
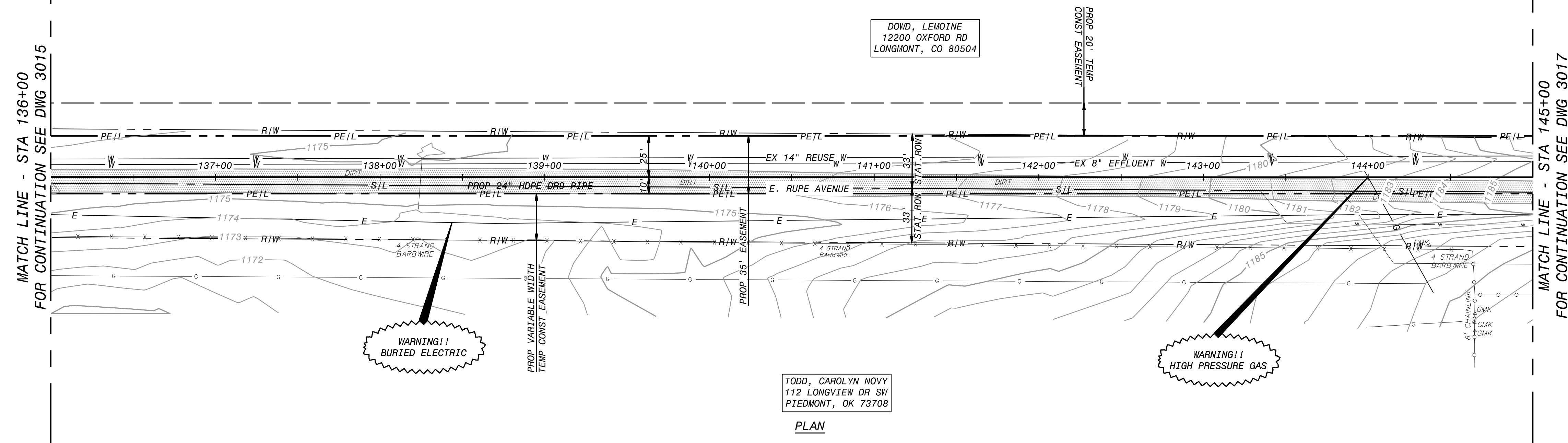
DATE  
DWG. NO.  
REV.

OK01-OB-P01-3015

ENID No.: S-1515A B&V Proj. No.: 187720 WBS No.: X

ACAD 10.c7  
1=1  
DATE TIME  
D-Size

- NOTES:**
- POINTS OF VERTICAL INTERSECTION (PVI) ARE SHOWN ON THE PLAN/PROFILE DRAWINGS. IT IS INTENDED THAT ALL PIPE BE INSTALLED ON GRADUAL VERTICAL CURVATURE TO PRECLUDE THE NECESSITY OF USING FITTINGS.



**PRELIMINARY**

THIS DOCUMENT RELEASED FOR REVIEW UNDER AUTHORITY OF JONATHAN SHIRK OKLAHOMA P.E. 27930 ON

**JUNE 5, 2015**

IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMITTING

I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF OKLAHOMA.

SIGNED JONATHAN SHIRK  
DATE 06/05/2015 REG NO. 27930

NOT TO BE USED FOR CONSTRUCTION		<p><b>BLACK &amp; VEATCH</b> Building a world of difference. 1308 Summit Ave., Suite 400, Fort Worth, TX 76102 Ph. 817.429.7558 - OK CAP: 3314</p>	JOB NO. B&V DRAWING NO. B&V REV. <b>187720-OB-P01-3016</b> A
The distribution and use of the native format cad file of this drawing is uncontrolled, the user shall verify traceability of this drawing to the latest controlled version.			
BLACK & VEATCH REVISIONS			
NO.	DATE	REVISIONS AND RECORD OF ISSUE	DRN/DES/CHK/PDE/APP

MK	DATE	REVISIONS	BY	AP.	MK	DATE	REVISIONS	BY	AP.

**NOTICE**

This drawing has not been published and is the sole property of Koch Nitrogen Company, Enid, Oklahoma, and is lent to the borrower for his confidential use only; and in consideration of the loan of this drawing the borrower promises and agrees that it shall not be reproduced, copied, lent or otherwise disposed of directly or indirectly, nor used for any purpose other than for which it is specifically furnished.

DWG. NO.	REFERENCE DRAWINGS



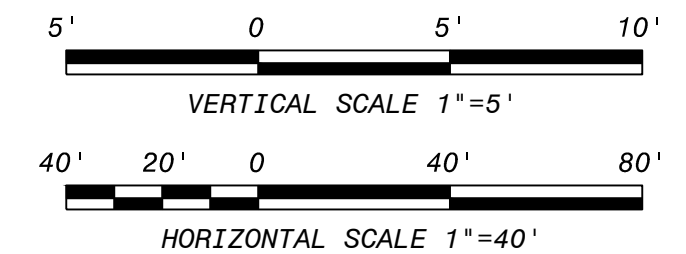
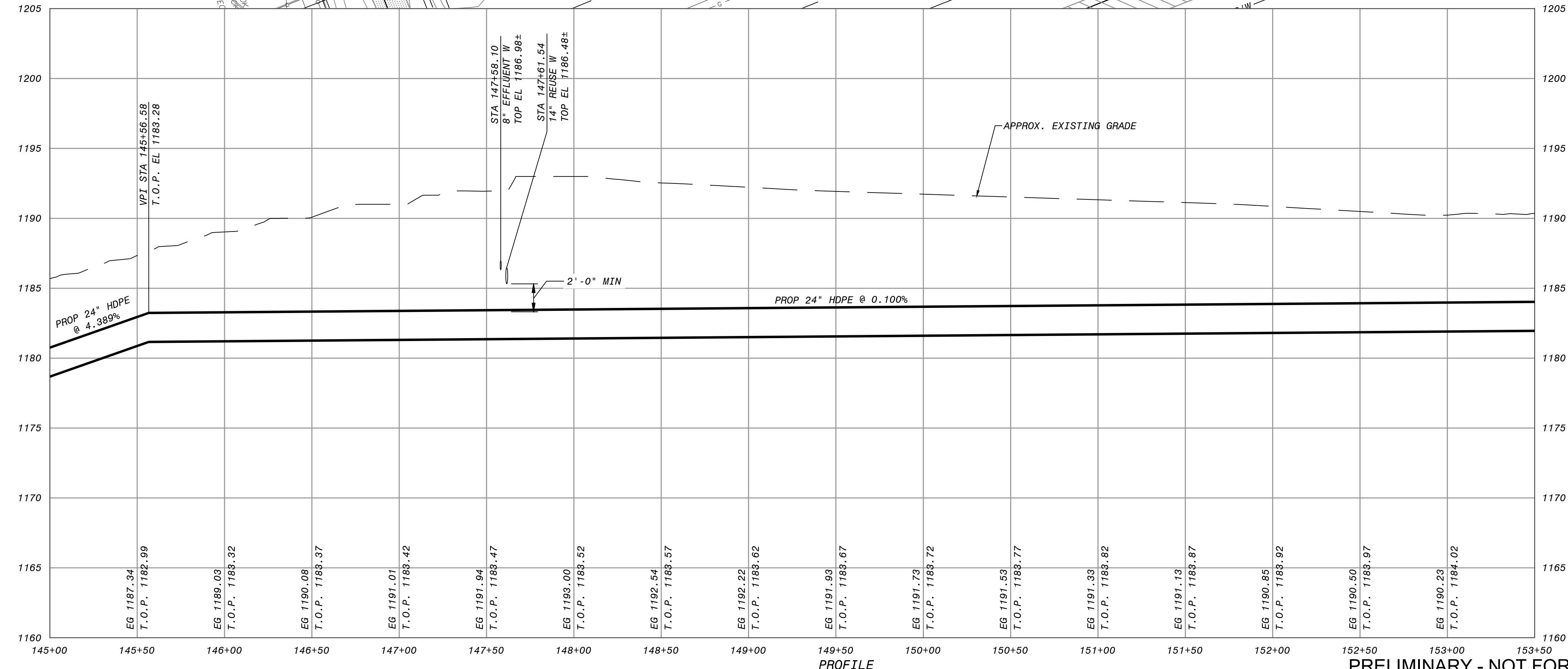
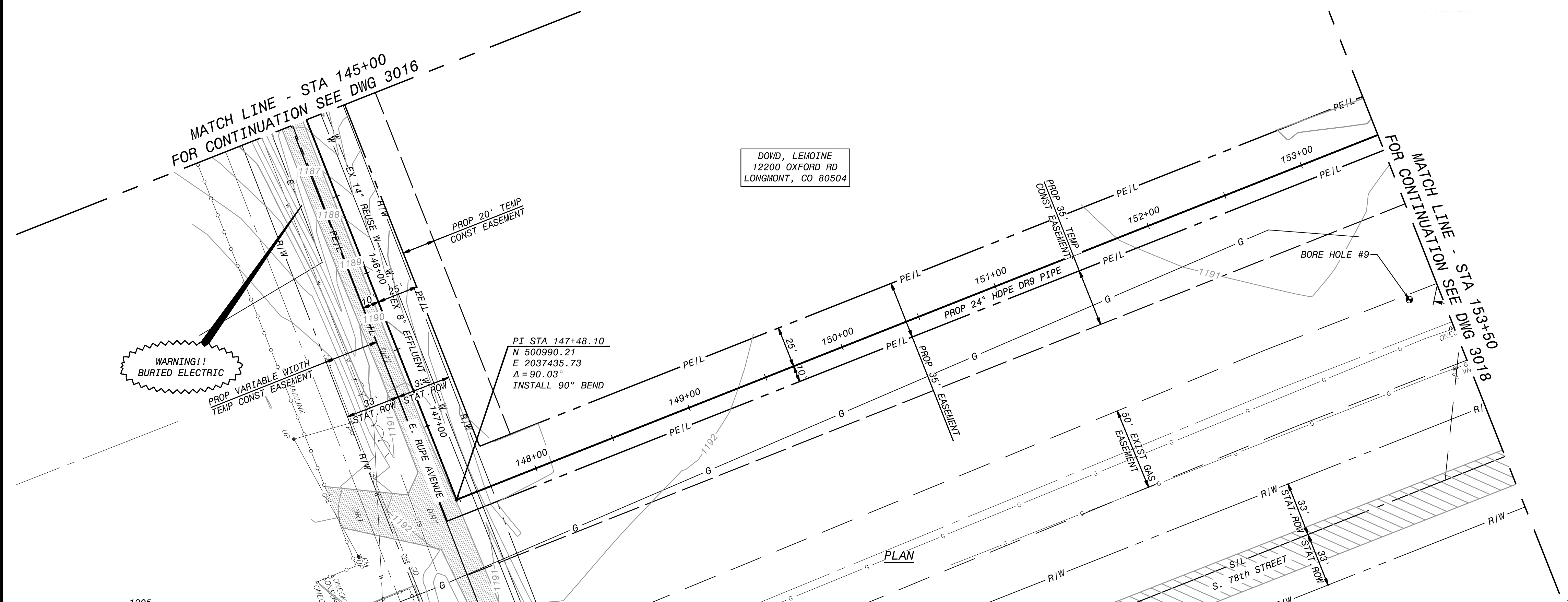
<b>KOCH-ENID FACILITY REUSE PIPELINE PROJECT</b>			
PLAN & PROFILE			
STA 136+00 TO STA 145+00			
DES.	JOB NO.	DATE	REV.
DR. TSH	W. O.	DWG. NO.	
CH.	SCALE 1"=40'	<b>OK01-OB-P01-3016</b>	
AP.			

ACAD 10.c7  
1=1  
DATE TIME  
D-Size

20  
18  
16  
14  
12  
10  
8  
6  
4  
2  
0

SECOND COORD.

- NOTES:**
- POINTS OF VERTICAL INTERSECTION (PVI) ARE SHOWN ON THE PLAN/PROFILE DRAWINGS. IT IS INTENDED THAT ALL PIPE BE INSTALLED ON GRADUAL VERTICAL CURVATURE TO PRECLUDE THE NECESSITY OF USING FITTINGS.



**PRELIMINARY**

THIS DOCUMENT RELEASED FOR REVIEW UNDER AUTHORITY OF JONATHAN SHIRK, OKLAHOMA P.E. 27930 ON JUNE 5, 2015. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMITTING.

I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF OKLAHOMA.

SIGNED: JONATHAN SHIRK  
DATE: 06/05/2015 REG. NO. 27930

NOT TO BE USED FOR CONSTRUCTION

The distribution and use of the native format cad file of this drawing is uncontrolled; the user shall verify traceability of this drawing to the latest controlled version.

**BLACK & VEATCH**  
Building a world of difference.  
1300 Summit Ave., Suite 400, Fort Worth, TX 76102  
Ph. 817.429.7558 - OK CAP: 3314

JOB NO. 187720-OB-P01-3017  
B&V DRAWING NO. A

BLACK & VEATCH REVISIONS

NO.	DATE	REVISIONS AND RECORD OF ISSUE	DRN/DES/CHK/PDE/APP

MK	DATE	REVISIONS	BY	AP.	MK	DATE	REVISIONS	BY	AP.

**NOTICE**

This drawing has not been published and is the sole property of Koch Nitrogen Company, Enid, Oklahoma, and is lent to the borrower for his confidential use only; and in consideration of the loan of this drawing the borrower promises and agrees that it shall not be reproduced, copied, lent or otherwise disposed of directly or indirectly, nor used for any purpose other than for which it is specifically furnished.

DWG. NO.	REFERENCE DRAWINGS



**KOCH-NITROGEN COMPANY**  
ENID, OKLAHOMA

**KOCH-ENID FACILITY REUSE PIPELINE PROJECT**  
PLAN & PROFILE  
STA 145+00 TO STA 153+50

DES. TSH JOB NO. W. O. DATE DWG. NO. REV.  
CH. SCALE 1"=40' OK01-OB-P01-3017  
AP. ENID No.: S-1515A B&V Proj. No.: 187720 WBS No.: X

ACAD 10.c7  
1=1  
DATE TIME  
D-Size



Before me, the undersigned, a Notary Public, in and for said County and State on this 27<sup>th</sup> day of July, 2015, personally appeared, **CAROLYN (NOVY) TODD**, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

(SEAL)



  
\_\_\_\_\_  
Notary Public

My Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**ACCEPTANCE BY THE CITY OF ENID**

The foregoing easement is hereby accepted by the City of Enid, Oklahoma, on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**THE CITY OF ENID, AN OKLAHOMA  
MUNICIPAL CORPORATION**

\_\_\_\_\_  
William Shewey, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
Linda Parks, City Clerk

## EXHIBIT A

A strip of land lying in the Northeast Quarter of Section 19, Township 22 North, Range 5 West of the Indian Meridian, Garfield County, Oklahoma being more particularly described as follows:

COMMENCING at the northeast corner of said Northeast Quarter;

THENCE South  $89^{\circ}59'52''$  West, along the north line of said Northeast Quarter, a distance of 301.89 feet to the POINT OF BEGINNING;

THENCE South  $89^{\circ}39'10''$  West a distance of 2,332.07 feet;

THENCE South  $88^{\circ}41'29''$  West a distance of 7.38 feet to a point on the west line of said Northeast Quarter;

THENCE North  $00^{\circ}14'55''$  West, along said west line, a distance of 14.21 feet to the northwest corner of said Northeast Quarter;

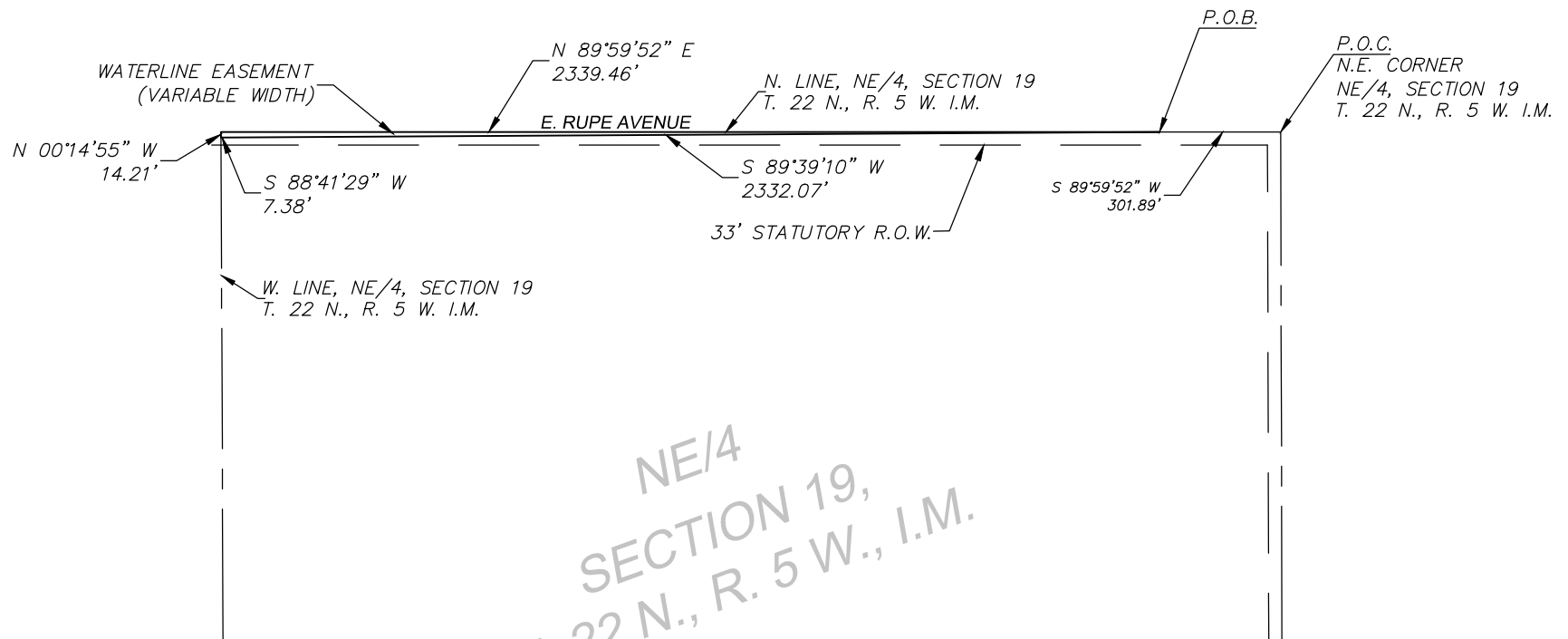
THENCE North  $89^{\circ}59'52''$  East, along the north line of said Northeast Quarter, a distance of 2,339.46 feet to the POINT OF BEGINNING.

Said described strip of land contains an area of 16,477 square feet or 0.3783 acres, more or less.

The basis of bearings for this legal description was the Oklahoma State Plane Coordinate System (NAD83-North Zone) using a bearing of South  $89^{\circ}59'52''$  West on the north line of the Northeast Quarter of Section 19, Township 22 North, Range 5 West of the Indian Meridian.

Prepared by: Christopher L. Tripp, Professional Land Surveyor No. 1685

Dodson-Thompson-Mansfield PLLC  
20 N.E. 38th Street - OKC, OK 73105  
May 12, 2015



NE/4  
SECTION 19,  
T. 22 N., R. 5 W., I.M.

# EXHIBIT B

NOT TO SCALE



DODSON - THOMPSON - MANSFIELD, PLLC

20 NE 38th Street Phone: 405-601-7402 email: randym@dtm-ok.com  
Oklahoma City, OK 73105 Fax: 405-601-7421

Surveying - Engineering - Planning

CERTIFICATE OF AUTHORIZATION NO: 6391 EXPIRES JUNE 30, 2016



## EXHIBIT A

A strip of land lying in the Northeast Quarter of Section 19, Township 22 North, Range 5 West of the Indian Meridian, Garfield County, Oklahoma being more particularly described as follows:

COMMENCING at the northeast corner of said Northeast Quarter;

THENCE South 89°59'52" West, along the north line of said Northeast Quarter, a distance of 165.00 feet to the POINT OF BEGINNING;

THENCE South 00°22'25" East a distance of 33.00 feet to a point on the Statutory right of way line of said Section;

THENCE South 89°59'52" West, along said Statutory right of way line, a distance of 2476.42 feet to a point on the west line of said Northeast Quarter;

THENCE North 00°14'55" West, along said west line, a distance of 18.79 feet;

THENCE North 88°41'29" East a distance of 7.38 feet;

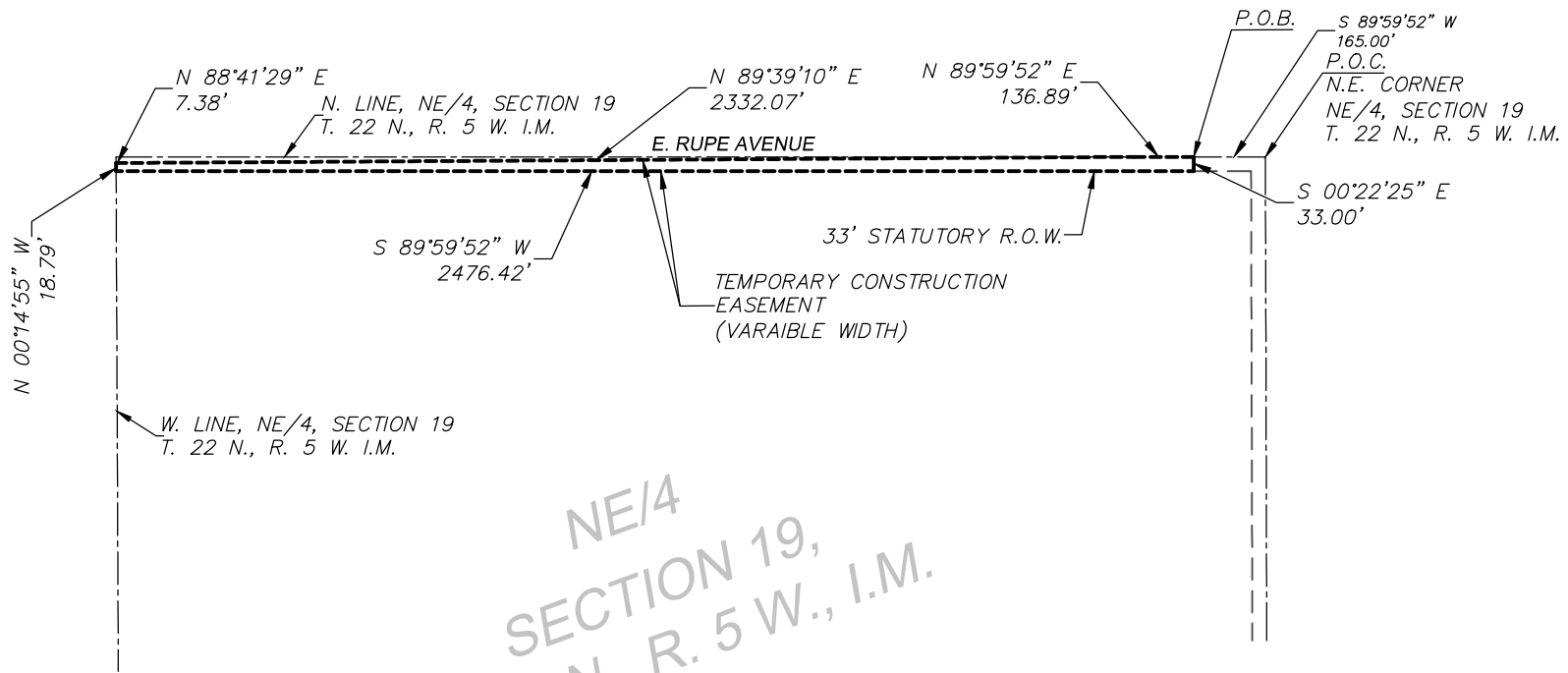
THENCE North 89°39'10" East a distance of 2332.07 feet to a point on the north line of said Northeast Quarter;

THENCE North 89°59'52" East, along said north line, a distance of 136.89 feet to the POINT OF BEGINNING.

Said described strip of land contains an area of 65,240 square feet or 1.4977 acres, more or less.

The basis of bearings for this legal description was the Oklahoma State Plane Coordinate System (NAD83-North Zone) using a bearing of South 89°51'07" West on the south line of the Southwest Quarter of Section 18, Township 22 North, Range 5 West of the Indian Meridian.

Prepared by: Christopher L. Tripp, Professional Land Surveyor No. 1685  
Dodson-Thompson-Mansfield PLLC  
20 N.E. 38th Street - OKC, OK 73105  
June 8, 2015



NE/4  
SECTION 19,  
T. 22 N., R. 5 W., I.M.

# EXHIBIT B

NOT TO SCALE



DODSON - THOMPSON - MANSFIELD, PLLC

20 NE 38th Street Oklahoma City, OK 73105 Phone: 405-601-7402 Fax: 405-601-7421 email: randym@dtm-ok.com

Surveying - Engineering - Planning

CERTIFICATE OF AUTHORIZATION NO: 6391 EXPIRES JUNE 30, 2016

## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

Print or type  
 See Specific instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>CAROLYN TODD</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) <b>112 LONGVIEW DR. SW</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>PIEDMONT, OR 97078</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number										
4	F	4	-	4	8	-	7	9	5	4
or										
Employer identification number										
			-							

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶ <b>Carolyn Todd</b>	Date ▶ <b>7-27-15</b>
------------------	--	-----------------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.  
*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**City Commission Meeting**

**9. 3.**

**Meeting Date:** 08/18/2015

**Submitted By:** Ashley Keim, Executive Assistant

---

**SUBJECT:**

**CONSIDER ENTERING INTO AN AGREEMENT WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION TO PARTICIPATE IN FEDERAL-AID PROJECTS FOR THE CONSTRUCTION OF SAFETY IMPROVEMENTS AT RAILROAD CROSSING LOCATED AT NORTH WASHINGTON STREET, AND AUTHORIZE PAYMENT IN THE AMOUNT OF \$32,606.00.**

**BACKGROUND:**

The City Commission approved a resolution on September 16, 2014, for this project.

The improvements will include, improved crossing surface, pedestal-mounted flashing signals with gates and arms, improved gates, and upgraded LED lenses.

Total cost of these improvements is estimated to be \$454,823.00. The City's estimated share is \$32,606.00.

**RECOMMENDATION**

Approve agreement and authorize payment.

**PRESENTER:**

Robert Hitt, P.E., City Engineer.

---

**Fiscal Impact**

**Budgeted Y/N:** Y  
**Amount:** \$32,606.00.  
**Funding Source:**  
Capital Improvement Funds.

---

**Attachments**

R-1417A Agreement.

---

**PROJECT AGREEMENT FOR  
FEDERAL-AID RAILROAD PROJECT**

**STP-224D(024)RR, J/P # 31676(04)**

**AT THE AT-GRADE CROSSING OF**

**BURLINGTON NORTHERN SANTA-FE RAILWAY COMPANY**

**AT NORTH WASHINGTON STREET IN ENID, GARFIELD COUNTY  
DOT No. 673840S**

**BY AND BETWEEN THE CITY OF ENID**

**AND**

**THE OKLAHOMA DEPARTMENT OF TRANSPORTATION**



## AGREEMENT

This AGREEMENT, entered into in triplicate the day and year last written below, by and between the City of Enid, Oklahoma, hereinafter referred to as the CITY, and the Oklahoma Department of Transportation, hereinafter referred to as the DEPARTMENT, for the following intents and purposes and subject to the following terms and conditions:

### WITNESS TO:

That the DEPARTMENT propose to make improvements to the railroad crossing as directed by the Oklahoma Transportation Commission at their meeting of June 01, 2015 authorizing State apportioned Federal-aid funds and CITY funds for participation in the project for Railroad Crossing Improvements in the City of Enid, designated as Federal-aid Project STP-224D(024)RR, J/P No. 31676(04) consisting of improvements to railroad crossing as follows:

**Installation of pedestal-mounted flashing light signals with gate arms utilizing prediction circuitry and two 40' full-depth concrete surfaces at North Washington Street (DOT No. 673840S) in ENID, GARFIELD COUNTY.**

The location and type of any proposed construction is to be as shown on the site plans prepared by the DEPARTMENT and by reference made part of this AGREEMENT. Such plans are to be in accordance with the Oklahoma Standard Specifications for Highway Construction.

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

1. The DEPARTMENT agrees to provide the Location Site plans. Design engineering for this project will be provided by the RAILROAD. No change in plans or specifications shall be made without written consent of the parties hereto.
2. The DEPARTMENT agrees that Federal-aid funds shall be used to provide 90% of the total construction cost (\$409,340.00), a matching 10% Railroad Company Funds for surface installation costs (\$12,877.00), and 10% matching CITY funds for signal installation costs (\$32,606.00) will be utilized to fund this project. The total amount of the project is estimated at FOUR HUNDRED FIFTY-FOUR THOUSAND EIGHT HUNDRED TWENTY-THREE DOLLARS AND NO CENTS (\$454,823.00).
3. The CITY agrees that local funds shall be used to provide their obligations of 10% of the Signal construction costs which shall be deposited with the DEPARTMENT prior to issuance of a work order or the end of the current fiscal year, whichever first occurs.
4. Upon approval of this AGREEMENT and the plans and specifications, by the Federal

Highway Administration, the RAILROAD shall install the improvements designated as Federal-aid Project STP-224D(024)RR, J/P No. 31676(04).

5. The CITY and DEPARTMENT agree that the final adjustments in the total cost will be made upon the completion of this project.
6. Upon completion of the railroad crossing installations provided for herein, the CITY shall, thereafter, at its own expense, maintain the advance warning signing and striping.
7. It is understood and agreed that the railroad crossing installations specified hereunder shall not be altered, removed, or cease to be operative without mutual written consent of the DEPARTMENT and the CITY.
8. The CITY shall by resolution, duly authorize the execution of this AGREEMENT by proper officials, and attach copies of such resolution.

**IN WITNESS WHEREOF**, the Deputy Director, pursuant to authority vested in him by the State Transportation Commission, has here into subscribed his name as Deputy Director of the Oklahoma Department of Transportation and the CITY has executed same pursuant to authority prescribed by law.

The CITY on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the DEPARTMENT on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF ENID, GARFIELD COUNTY, OKLAHOMA**

BY: \_\_\_\_\_

Mayor

**ATTEST:**

**APPROVED AS TO FORM AND LEGALITY**

\_\_\_\_\_  
City Clerk (Seal)

BY: \_\_\_\_\_

City Attorney

**THE DEPARTMENT OF TRANSPORTATION  
OF THE STATE OF OKLAHOMA  
(Acting for and on behalf of the State of Oklahoma)**

\_\_\_\_\_  
Deputy Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Capital Programs

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Division Manager

\_\_\_\_\_  
Date

## RESOLUTION

### A RESOLUTION AUTHORIZING PARTICIPATION IN THE STATE OF OKLAHOMA AT-GRADE RAILROAD SAFETY PROGRAM FOR CERTAIN FEDERAL-AID RAILROAD SAFETY PROJECTS

**WHEREAS**, the Burlington Northern Santa Fe Railway Company crossings in the City of Enid, Garfield County, qualify for safety improvements under the State of Oklahoma at-grade Railroad Safety Program.

**WHEREAS**, representatives from the Burlington Northern Santa Fe Railway Company, the City of Enid, and the Oklahoma Department of Transportation recommend the following engineering improvements as follows:

- 1) The installation of Pedestal Flashing Signals with Gates, Utilizing Prediction Circuitry and a new Full-Depth Concrete Crossing Surface at the following location: N. Washington Street – DOT No. 673-864S. The estimated City share of the cost is Thirty-Five Thousand Dollars (\$35,000.00).
- 2) The installation of Gates to Existing Cantilevers, Upgrading of the LED Lenses and the installation of a new Full-Depth Concrete Crossing Surface at the following location: N. Cleveland Street – DOT No. 673-844U. The estimated City share of the cost is Twelve Thousand Five Hundred Dollars (\$12,500.00).
- 3) The installation of Pedestal Flashing Signals with Gates, Utilizing Prediction Circuitry at the following location: N. 2nd Street – DOT No. 673-837J. The estimated City share of the cost is Twenty-Five Thousand Dollars (\$25,000.00).

**WHEREAS**, City funds will be utilized to fund 10% of the total cost of the Signal portion of the listed safety improvements at an estimated total cost to the City of \$72,500.00

**WHEREAS**, the City agrees to assume responsibility and to execute an agreement with the State of Oklahoma for the maintenance of the railroad advance warning signs and pavement markings after initial installation. This does not include other accessories such as signals or gates which shall be maintained by the Burlington Northern Santa Fe Railway Company.

**WHEREAS**, the City will not hold the Oklahoma Department of Transportation liable for any damages to city streets incurred during the rerouting of traffic.

**NOW, THEREFORE**, the City resolves to participate in these projects and the Mayor is hereby authorized to execute such agreements as shall be necessary to implement this resolution.

**PASSED AND APPROVED** this 16th day of September 2014.

THE CITY OF ENID, OKLAHOMA

William E. Shewey  
William E. Shewey, Mayor

(SEAL)

ATTEST:

Linda S. Parks  
Linda S. Parks, City Clerk

Approved as to Form and Legality:

Andrea L. Chism  
Andrea L. Chism, City Attorney

**City Commission Meeting**

**9. 4.**

**Meeting Date:** 08/18/2015

**Submitted By:** Ashley Keim, Executive Assistant

---

**SUBJECT:**

**CONSIDER ENTERING INTO AN AGREEMENT WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION TO PARTICIPATE IN FEDERAL-AID PROJECTS FOR THE CONSTRUCTION OF SAFETY IMPROVEMENTS AT RAILROAD CROSSING LOCATED AT NORTH 2ND STREET AND AUTHORIZE PAYMENT IN THE AMOUNT OF \$24,325.00.**

**BACKGROUND:**

The City Commission approved a resolution on September 16, 2014, for this project.

The improvements will include, improved crossing surface, pedestal-mounted flashing signals with gates and arms, improve gates, and upgraded LED lenses.

Total cost of these improvements is estimated to be \$243,250.00. The City's estimated share is \$24,325.00.

**RECOMMENDATION**

Approve agreement, and authorize payment.

**PRESENTER:**

Robert Hitt, P.E., City Engineer.

---

**Attachments**

R-1419A Agreement

---

**PROJECT AGREEMENT FOR  
FEDERAL-AID RAILROAD PROJECT**

**STP-224D(025)RR, J/P # 31677(04)**

**AT THE AT-GRADE CROSSING OF**

**BURLINGTON NORTHERN SANTA-FE RAILWAY COMPANY**

**AT NORTH 2ND STREET IN ENID, GARFIELD COUNTY  
DOT No. 673837J**

**BY AND BETWEEN THE CITY OF ENID**

**AND**

**THE OKLAHOMA DEPARTMENT OF TRANSPORTATION**

## AGREEMENT

This AGREEMENT, entered into in triplicate the day and year last written below, by and between the City of Enid, Oklahoma, hereinafter referred to as the CITY, and the Oklahoma Department of Transportation, hereinafter referred to as the DEPARTMENT, for the following intents and purposes and subject to the following terms and conditions:

### WITNESS TO:

That the DEPARTMENT propose to make improvements to the railroad crossing as directed by the Oklahoma Transportation Commission at their meeting of June 01, 2015 authorizing State apportioned Federal-aid funds and CITY funds for participation in the project for Railroad Crossing Improvements in the City of Enid, designated as Federal-aid Project STP-224D(025)RR, J/P No. 31677(04) consisting of improvements to railroad crossing as follows:

**Installation of pedestal-mounted flashing light signals with gate arms utilizing prediction circuitry at North 2<sup>nd</sup> Street (DOT No. 673837J) in ENID, GARFIELD COUNTY.**

The location and type of any proposed construction is to be as shown on the site plans prepared by the DEPARTMENT and by reference made part of this AGREEMENT. Such plans are to be in accordance with the Oklahoma Standard Specifications for Highway Construction.

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

1. The DEPARTMENT agrees to provide the Location Site plans. Design engineering for this project will be provided by the RAILROAD. No change in plans or specifications shall be made without written consent of the parties hereto.
2. The DEPARTMENT agrees that Federal-aid funds shall be used to provide 90% of the total construction cost (\$218,925.00), and 10% matching CITY funds for signal installation costs (\$24,325.00) will be utilized to fund this project. The total amount of the project is estimated at TWO HUNDRED FORTY-THREE THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO CENTS (\$243,250.00).
3. The CITY agrees that local funds shall be used to provide their obligations of 10% of the Signal construction costs which shall be deposited with the DEPARTMENT prior to issuance of a work order or the end of the current fiscal year, whichever first occurs.
4. Upon approval of this AGREEMENT and the plans and specifications, by the Federal Highway Administration, the RAILROAD shall install the improvements designated as Federal-aid Project STP-224D(025)RR, J/P No. 31677(04).



5. The CITY and DEPARTMENT agree that the final adjustments in the total cost will be made upon the completion of this project.
6. Upon completion of the railroad crossing installations provided for herein, the CITY shall, thereafter, at its own expense, maintain the advance warning signing and striping.
7. It is understood and agreed that the railroad crossing installations specified hereunder shall not be altered, removed, or cease to be operative without mutual written consent of the DEPARTMENT and the CITY.
8. The CITY shall by resolution, duly authorize the execution of this AGREEMENT by proper officials, and attach copies of such resolution.

**IN WITNESS WHEREOF**, the Deputy Director, pursuant to authority vested in him by the State Transportation Commission, has here into subscribed his name as Deputy Director of the Oklahoma Department of Transportation and the CITY has executed same pursuant to authority prescribed by law.

The CITY on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, and the DEPARTMENT on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**CITY OF ENID, GARFIELD COUNTY, OKLAHOMA**

BY: \_\_\_\_\_

Mayor

**ATTEST:**

**APPROVED AS TO FORM AND LEGALITY**

\_\_\_\_\_  
City Clerk (Seal)

BY: \_\_\_\_\_

City Attorney

**THE DEPARTMENT OF TRANSPORTATION  
OF THE STATE OF OKLAHOMA  
(Acting for and on behalf of the State of Oklahoma)**

\_\_\_\_\_  
Deputy Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Capital Programs

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Division Manager

\_\_\_\_\_  
Date

(7)

(7)

**RESOLUTION**

**A RESOLUTION AUTHORIZING PARTICIPATION IN THE STATE OF OKLAHOMA AT-GRADE RAILROAD SAFETY PROGRAM FOR CERTAIN FEDERAL-AID RAILROAD SAFETY PROJECTS**

**WHEREAS**, the Burlington Northern Santa Fe Railway Company crossings in the City of Enid, Garfield County, qualify for safety improvements under the State of Oklahoma at-grade Railroad Safety Program.

**WHEREAS**, representatives from the Burlington Northern Santa Fe Railway Company, the City of Enid, and the Oklahoma Department of Transportation recommend the following engineering improvements as follows:-

- 1) The installation of Pedestal Flashing Signals with Gates, Utilizing Prediction Circuitry and a new Full-Depth Concrete Crossing Surface at the following location: N. Washington Street – DOT No. 673-864S. The estimated City share of the cost is Thirty-Five Thousand Dollars (\$35,000.00).
- 2) The installation of Gates to Existing Cantilevers, Upgrading of the LED Lenses and the installation of a new Full-Depth Concrete Crossing Surface at the following location: N. Cleveland Street – DOT No. 673-844U. The estimated City share of the cost is Twelve Thousand Five Hundred Dollars (\$12,500.00).
- 3) The installation of Pedestal Flashing Signals with Gates, Utilizing Prediction Circuitry at the following location: N. 2nd Street – DOT No. 673-837J. The estimated City share of the cost is Twenty-Five Thousand Dollars (\$25,000.00).

**WHEREAS**, City funds will be utilized to fund 10% of the total cost of the Signal portion of the listed safety improvements at an estimated total cost to the City of \$72,500.00


**WHEREAS**, the City agrees to assume responsibility and to execute an agreement with the State of Oklahoma for the maintenance of the railroad advance warning signs and pavement markings after initial installation. This does not include other accessories such as signals or gates which shall be maintained by the Burlington Northern Santa Fe Railway Company.

**WHEREAS**, the City will not hold the Oklahoma Department of Transportation liable for any damages to city streets incurred during the rerouting of traffic.

**NOW, THEREFORE**, the City resolves to participate in these projects and the Mayor is hereby authorized to execute such agreements as shall be necessary to implement this resolution.

**PASSED AND APPROVED** this 16th day of September 2014.

THE CITY OF ENID, OKLAHOMA

  
\_\_\_\_\_  
William E. Shewey, Mayor

(SEAL)

ATTEST:

  
\_\_\_\_\_  
Linda S. Parks, City Clerk

Approved as to Form and Legality:

  
\_\_\_\_\_  
Andrea L. Chism, City Attorney

**City Commission Meeting**

**9. 5.**

**Meeting Date:** 08/18/2015

**Submitted By:** Ashley Keim, Executive Assistant

---

**SUBJECT:**

**ACCEPT ROAD IMPROVEMENTS AT CHESTNUT AND CLEVELAND INTERSECTION  
CONSTRUCTED BY MVG DEVELOPMENT OF DENVER, COLORADO, PROJECT NO. R-1509.**

**BACKGROUND:**

The site plan for the Walmart Market development called for the improvement of the Cleveland and Chestnut intersection by providing a left hand turn and drainage structures in the driveways. These improvements were designed and constructed to provide a portion of the planned five-lane intersection, including construction of a portion of the outside lane on Cleveland Street and drainage systems on Cleveland Street and Chestnut Avenue.

All punch list items have been resolved and the improvements are presented for acceptance.

**RECOMMENDATION**

Accept Project.

**PRESENTER:**

Robert Hitt, P.E., City Engineer.

---

**City Commission Meeting**

**9. 6.**

**Meeting Date:** 08/18/2015

**Submitted By:** Ashley Keim, Executive Assistant

---

**SUBJECT:**

**ACCEPT A TEMPORARY EASEMENT FROM GARY AND ANNETTE LILLIE, ENID, OKLAHOMA, IN THE AMOUNT OF \$3,100.00, FOR INSTALLATION OF A WATER PRODUCTION WELL, PROJECT NO. W-0906A.**

**BACKGROUND:**

Accept a temporary easement of 0.62 acre to place and operate a water production well necessary to replace an old well, located in the Northeast Quarter (NE/4) of Section Twenty Seven (27), Township Twenty-Three (23) North, Range Seven (7) West, Indian Meridian, Garfield County, in the City of Enids well field northwest of the City.

The cost of this easement is \$3,100.00.

**RECOMMENDATION**

Accept Temporary Easement and authorize payment.

**PRESENTER:**

Murali Katta, P.E., Project Engineer.

---

**Fiscal Impact**

**Budgeted Y/N:** Y

**Amount:** \$3,100.00

**Funding Source:**

Water Capital Improvement Fund.

---

**Attachments**

Utility Easement.

Temporary Easement - Water Well.

---

PLEASE RETURN TO:  
CITY OF ENID  
CITY CLERK'S OFFICE  
P.O. BOX 1768  
ENID, OK 73702

## TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Gary Wayne Lillie and Annette Elaine Lillie, Co-Trustees of The Gary and Annette Lillie Trust of January 2010, hereinafter referred to as "Grantor," in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto the City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the public, a temporary easement and right of way under, over, and across the following described real property and premises, situated in Garfield County, State of Oklahoma, to-wit:

A Tract of land laying in the Northeast Quarter of the Northeast Quarter of the Northeast Quarter (NE/4-NE/4-NE/4) of Section 27, Township 23 North, Range 7 West of the Indian Meridian, Garfield County and further described as follows.

Commencing at the Northeast corner of the said Section 27; thence West along the North line of said section S89°26'46"W a distance of 177.45 feet; thence South and parallel to the East line of said section S0°33'14"E a distance of 33.00 feet to the point of beginning; thence continue South and parallel to the east line said section S0°33'14"E a distance of 134.00 feet; thence West and parallel to North line of said section S89°26'46"W a distance of 200.00 feet; thence North and parallel to the East line of said section N0°33'14"W a distance of 134.00 feet; thence East and parallel to North line of said section N89°26'46"E a distance of 200.00 feet to the point of beginning,

Said tract containing 0.62 acres more or less

with right of ingress and egress to and from same with necessary labor, equipment, vehicles and material at any and all times, for the purpose of providing additional work space with the construction of improvements associated with City of Enid's Water Well to be undertaken by Grantee.

Grantor hereby warrants and covenants that Grantor is the lawful owner of the land upon which this temporary easement is granted, has good and marketable title to such real estate, and has the lawful right to convey the temporary easement herein. Grantor also warrants and covenants that the easement is free and clear from encumbrances of record which would interfere with the intended use by Grantee.

It is a condition of this easement that it shall be filed for record, and all rights granted herein shall terminate upon abandoning the water well or site is unsuitable for water production. Grantor agrees that this temporary construction easement shall be binding upon their heirs,

executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 20 day of July, 2015.

Co-Trustees of The Gary and Annette Lillie Trust of January 2010 Grantor

Gary Lillie  
Gary Wayne Lillie

Annette Elaine Lillie  
Annette Elaine Lillie

**ACKNOWLEDGEMENT**

State of Oklahoma )  
County of Garfield ) ss:

Before me, the undersigned Notary Public, in and for said County and State on this 20 day of July, 2015, personally appeared, Gary Wayne Lillie, and Annette Elaine Lillie to me known or proved on the basis of satisfactory evidence to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument as the Co-Trustees of The Gary and Annette Lillie Trust of January 2010 and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



Sherry Sims  
Notary Public

My Commission Number: 11-16-09009522  
My Commission Expires: 11-16-17



**ACCEPTANCE BY THE CITY OF ENID**

The foregoing Public Utility and Access Easement is hereby accepted by the Enid Municipal Authority, a public trust, on this \_\_\_\_\_ day of \_\_\_\_\_, 2015

Enid Municipal Authority, a Public Trust

\_\_\_\_\_  
William E. Shewey, Chairman

(SEAL)

ATTEST:

\_\_\_\_\_  
Linda S. Parks, Secretary

PLEASE RETURN TO:  
CITY OF ENID  
CITY CLERK'S OFFICE  
P.O. BOX 1768  
ENID, OK 73702

## TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Gary Wayne Lillie and Annette Elaine Lillie, Co-Trustees of The Gary and Annette Lillie Trust of January 2010, hereinafter referred to as "Grantor," in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto the City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the public, a temporary easement and right of way under, over, and across the following described real property and premises, situated in Garfield County, State of Oklahoma, to-wit:

A Tract of land laying in the Northeast Quarter of the Northeast Quarter of the Northeast Quarter (NE/4-NE/4-NE/4) of Section 27, Township 23 North, Range 7 West of the Indian Meridian, Garfield County and further described as follows.

Commencing at the Northeast corner of the said Section 27; thence West along the North line of said section S89°26'46"W a distance of 177.45 feet; thence South and parallel to the East line of said section S0°33'14"E a distance of 33.00 feet to the point of beginning; thence continue South and parallel to the east line said section S0°33'14"E a distance of 134.00 feet; thence West and parallel to North line of said section S89°26'46"W a distance of 200.00 feet; thence North and parallel to the East line of said section N0°33'14"W a distance of 134.00 feet; thence East and parallel to North line of said section N89°26'46"E a distance of 200.00 feet to the point of beginning,

Said tract containing 0.62 acres more or less

with right of ingress and egress to and from same with necessary labor, equipment, vehicles and material at any and all times, for the purpose of providing additional work space with the construction of improvements associated with City of Enid's Water Well to be undertaken by Grantee.

Grantor hereby warrants and covenants that Grantor is the lawful owner of the land upon which this temporary easement is granted, has good and marketable title to such real estate, and has the lawful right to convey the temporary easement herein. Grantor also warrants and covenants that the easement is free and clear from encumbrances of record which would interfere with the intended use by Grantee.

It is a condition of this easement that it shall be filed for record, and all rights granted herein shall terminate upon abandoning the water well or site is unsuitable for water production. Grantor agrees that this temporary construction easement shall be binding upon their heirs,

executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 20 day of July, 2015.

Co-Trustees of The Gary and Annette Lillie Trust of January 2010 Grantor

Gary Lillie  
Gary Wayne Lillie

Annette Elaine Lillie  
Annette Elaine Lillie

**ACKNOWLEDGEMENT**

State of Oklahoma )  
County of Garfield ) ss:

Before me, the undersigned Notary Public, in and for said County and State on this 20 day of July, 2015, personally appeared, Gary Wayne Lillie, and Annette Elaine Lillie to me known or proved on the basis of satisfactory evidence to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument as the Co-Trustees of The Gary and Annette Lillie Trust of January 2010 and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



Sherry Sims  
Notary Public

My Commission Number: 11-16 09009522  
My Commission Expires: 11-16-17

**ACCEPTANCE BY THE CITY OF ENID**

The foregoing Public Utility and Access Easement is hereby accepted by the Enid Municipal Authority, a public trust, on this \_\_\_\_\_ day of \_\_\_\_\_, 2015

Enid Municipal Authority, a Public Trust

\_\_\_\_\_  
William E. Shewey, Chairman

(SEAL)

ATTEST:

\_\_\_\_\_  
Linda S. Parks, Secretary

**City Commission Meeting**

**9. 7.**

**Meeting Date:** 08/18/2015

**Submitted By:** Ashley Keim, Executive Assistant

---

**SUBJECT:**

**ACCEPT A 30-FOOT WIDE RIGHT-OF-WAY EASEMENT FROM JAMES AND DIANNE FRANTZ, AND KURT AND IVANA FRANTZ, ENID, OKLAHOMA, IN THE AMOUNT OF \$1,059.96, FOR ALFALFA ELECTRIC COOPERATIVE, INC., PROJECT NO. W-0906.**

**BACKGROUND:**

This item will accept a right-of-way utility easement covering a 30-foot wide tract of land to place and operate an electric transmission line with Alfalfa Electric Cooperative.

This easement is located in the Northwest Quarter (NW/4) of Section Thirty-Four (34), Township Twenty-Three (23) North, Range Thirteen (13) West, Indian Meridian, Woods County, Oklahoma, in the Cleo Springs Well Field.

The cost of this easement is \$1,059.96.

**RECOMMENDATION**

Accept Right-of-Way Easement and authorize payment.

**PRESENTER:**

Murali Katta, P.E., Project Engineer.

---

**Fiscal Impact**

**Budgeted Y/N:** Y

**Amount:** \$1,059.96

**Funding Source:**

Water Capital Improvement Fund.

---

**Attachments**

Right-of-Way Easement.

---

# RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That the undersigned:

The James and Dianne Frantz, and Kurt and Ivana Frantz for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto **Alfalfa Electric Cooperative, Inc.**, a Corporation, whose post office address is Cherokee, Oklahoma, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of \_\_\_\_\_ Woods State of OK and more particularly described as follows:

**LEGAL DESCRIPTION: A 30' wide easement is located in the Section 34 , Township 23 and Range 13 W, Indian Meridian.  
More particularly described in Attachment A**

and to place, construct, operate, repair, relocate, maintain and replace thereon and in or upon all streets, roads or highways abutting said lands an electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wire in falling, and to spray trees along the right-of-way without liability to the Cooperative for damages to or from adjacent trees or plants.

In granting this easement, it is understood that at pole locations, only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

**LIEN HOLDERS:** \_\_\_\_\_

It is further understood that, whenever necessary, words used in the singular in this instrument shall be construed to read in the plural and words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SIGN HERE:** \_\_\_\_\_

James and Dianne Frantz  
3115 Pride Ditch Rd  
Enid, OK 73703

Kurt and Ivana Frantz  
2707 Gold Rush Lane  
Carrollton, TX 75007

Signatures are in the following pages

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

James Frantz

\_\_\_\_\_

Dianne Frantz

\_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )

) ss:

COUNTY OF \_\_\_\_\_ )

Before me, the undersigned, a Notary Public, in and for said County and State on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, personally appeared, \_\_\_\_\_, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

\_\_\_\_\_

Notary Public

(SEAL)

My Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Kurt Frantz

\_\_\_\_\_

Ivana Frantz

\_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )

) ss:

COUNTY OF \_\_\_\_\_ )

Before me, the undersigned, a Notary Public, in and for said County and State on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, personally appeared, \_\_\_\_\_, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

\_\_\_\_\_

Notary Public

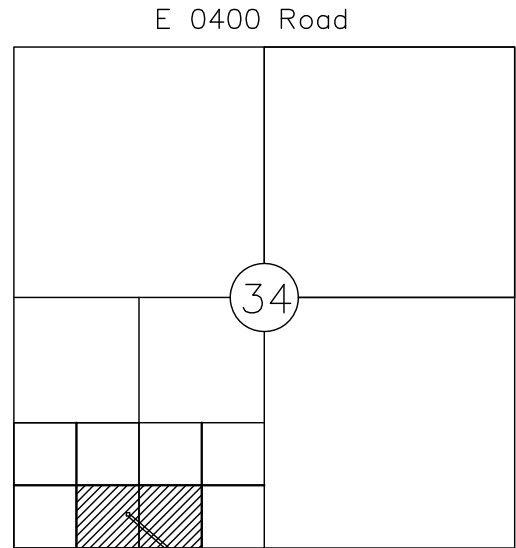
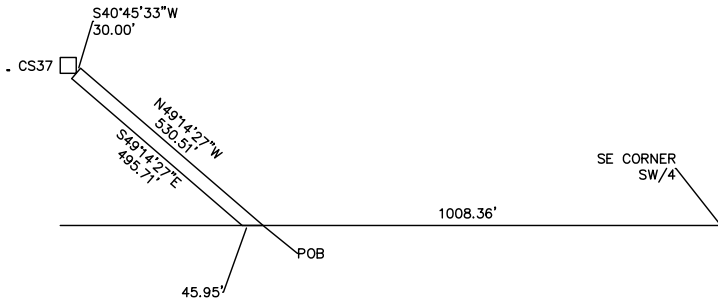
(SEAL)

My Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



Attachment A  
RIGHT-OF-WAY EASEMENT WELL CS37  
TRACK 1



LOCATION MAP


LEGAL DESCRIPTION  
 UTILITY EASEMENT(TRACT 1)  
 WELL CS37

A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 34; TOWNSHIP 23 NORTH; RANGE 13 WEST OF THE INDIAN MERIDIAN, WOODS COUNTY, OKLAHOMA AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 34;  
 THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION A DISTANCE OF 1008.36 FEET TO THE POINT OF BEGINNING;

THENCE N49°14'27\"/>

CONTAINING 0.36 ACRES MORE OR LESS.

		<p><b>The City Of Enid, Oklahoma</b>                  401 West Owen K. Garriott Road                  P.O. Box 1768                  Enid, Oklahoma 73702                  Telephone: (580) 234-0400 Fax: (580) 234-8946</p>
DATE	MAY 19, 2015	
PROJECT #	W-0906A	
DRAWN BY	JM	
PAGE	1 OF 1	

**City Commission Meeting**

**9. 8.**

**Meeting Date:** 08/18/2015

**Submitted By:** Ashley Keim, Executive Assistant

---

**SUBJECT:**

**ACCEPT THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ)  
CONSTRUCTION PERMIT TO CONSTRUCT A WATER LINE TO SERVE CANDLEWOOD SUITES,  
PROJECT NO. W-1514A.**

**BACKGROUND:**

ODEQ approved a permit to construct 682 linear feet of eight-inch PVC pipe potable water line to serve Candlewood Suites, located in the 1200 Block of East Owen K Garriott Road.

Upon acceptance of Permit No. WL000024150522 by the Commission, it will be recorded as permanent record.

**RECOMMENDATION**

Accept ODEQ Permit.

**PRESENTER:**

Murali Katta, P.E., Project Engineer.

---

**Meeting Date:** 08/18/2015

**Submitted By:** Ashley Keim, Executive Assistant

---

**SUBJECT:**

**CONSIDER APPROVAL OF A REQUEST TO ALLOW A LARGER UPSTREAM SANITARY SEWER LINE IN THE STONEBRIDGE DEVELOPMENT AND WAIVE REQUIREMENTS OUTLINED IN SECTION 12-8-5. (17), OF THE ENID MUNICIPAL CODE 2014, ENTITLED "SANITARY SEWER CONSTRUCTION PLANS".**

**BACKGROUND:**

Brinkmann Construction, the construction firm for MVG, acquired a permit to construct a 10-inch sanitary sewer line across the Stonebridge commercial development to serve the commercial sites and the Stonebridge residential development west of the Cleveland Street and Chestnut Avenue intersection. However, Brinkmann constructed the line based on an earlier set of plans that had not been approved which called for constructing a 8-inch line.

The purpose of the larger line was to meet minimum slope requirements, to allow for the line to service the Stonebridge residential development. The 8-inch line has sufficient capacity to provide for full upstream development, however a 10-inch line will be required upstream to meet minimum slopes. Oklahoma Department of Environmental Quality has approved the "As-Built" plans for the 8-inch sanitary sewer line.

Section 12-8-5 D. (17.) of the Enid Municipal Code 2014, Entitled "SANITARY SEWER CONSTRUCTION PLANS" does not allow plans showing larger sanitary sewer lines draining into a smaller line. This is intended to assure that a future development does not exceed the downstream capacity.

The total future capacity for the Stonebridge development can be served with the "As-Built" configuration. The two engineering firms involved with the commercial and residential development have both confirmed in writing that the 8-inch line is adequate for the full development.

Brinkmann Construction has requested approval of allowing a larger upstream line in the Stonebridge development. This item is presented to consider the request.

**RECOMMENDATION**

Approve Sanitary Sewer "As-Built" Configuration

**PRESENTER:**

Robert Hitt, P.E., City Engineer.

---

**Attachments**

Letter from Brinkmann Construction.

---



Mr. Robert Hitt  
City Engineer  
City of Enid  
401 W. Owen K Garriott  
Enid, OK 73701

August 7, 2015

**RE: Oklahoma - Enid; Store #4390, Stonebridge sewer main**

Dear Mr. Hitt:

We are writing you to ask for a variance on the sewer main installed at the above project and to be included on the 8/18 council agenda. Here is what we are requesting to be reviewed:

1. We would like to request for a variance of the ordinance to allow the 10" Anderson Development sewer main to be tied into the existing 8" main that is currently installed on the Stonebridge Site.
2. The variance is necessary due to a gap in coordination between the two contributing civil engineering firms associated with the project. The original permit calls for 10" but we built an 8" because the construction documents we had at the time showed an 8" main.
3. We have visited with both contributing engineering firms and they have reviewed and subsequently approved the transition from 10" to 8". Please see the attached letters.
4. Envirotech Civil Engineers have informed me that the transition from 10" to 8" has been approved by ODEQ.

Please let me know if there are any other questions or documentation you request to support the above information.

Sincerely,  
R.G. Brinkmann Company

Lane Parker  
Project Manager



2500 North Eleventh Street □ Enid, OK 73701 □ (580) 234-8780 □ Fax (580) 237-4302 www.envirotechconsulting.com

# Memo

**To:** Mr. Lane Parker – Brinkman Constructors  
**From:** Jimmy Stallings, PE - Envirotech Engineering and Consulting  
**Date:** June 10, 2015  
**Re:** **Stonebridge Development – Block 1-3 (City of Enid Project S-1420A; ODEQ SL-000024140631)**

---

ENVIROTECH ENGINEERING & CONSULTING, INC., has reviewed the As-Built Drawings for the **Stonebridge Development – Block 1-3 (City of Enid Project S-1420A; ODEQ SL-000024140631)**. Based on the fact that an 8-in line was installed in lieu of a 10-in line, we have also reviewed the design for the sewer line that is immediately upstream to determine if the system can still perform as needed. The upstream system is the **Stonebridge First Addition Blocks 1-2 (City of Enid Project S-1503; ODEQ SL-000024141055)**, see **Figure 1**. We have evaluated both the capacity of the in-place system, the future sewer loading based on the land use and the grades needed to ensure service is possible to all of the future development. The results of that analysis are discussed here with.

## **Flow Capacity:**

The capacity of the system as it is installed is **0.321 MGD** (Million Gallons per Day). This is based on an 8-inch diameter PVC pipe laid on 0.5% slope. – Note these numbers can be found in a table in *Attachment A*.

## **Sewer Demand:**

The sewer demand for this system comes from multiple sources in this mixed use development. A summary of the source of the demand and a table of the average daily flows can also be found in *Attachment B*. The total flow in the system at the time of full development is **0.042 MGD**.

Based on these number, at full up-stream development, the system will have over 7 times the capacity needed to handle the average daily flows.

## **Future System Design:**

An additional sewer system has been designed to connect with the currently installed manhole at station 6+42. After a review of the design of **Stonebridge First Addition Blocks 1-2 (City of Enid Project S-1503; ODEQ SL-000024141055)** the installation of the designed 10" line will still be adequate to meet the requirements of the residential development upstream.

All areas in the sewer basin that surround Stonebridge development are already serviced by the City of Enid's Sewer system. Thus, there is no potential for any additional future development.

**Conclusions**

Based on the analysis summarized above and provided in the Attachments to this memo, it is Envirotech's opinion that while this line was not installed as designed and permitted, it should be accepted by the City of Enid and the Oklahoma Department of Environmental Quality.

Should you have any questions or require and additional information please feel free to contact me.

Best regards,

**ENVIROTECH ENGINEERING & CONSULTING, INC.**



Jimmy Stallings, PE  
President / Principal Engineer  
**Attachments:** Figure 1, Figure 2, Attachment A,

C.A. 1960  
Exp. 6/30/16



Figure 1

**STONEBRIDGE DEVELOPMENT**  
 Sanitary Sewer Capacity Analysis  
 Sanitary Sewer Basin 2H & 2K  
 City of Enid, Oklahoma

**ENVIROTECH**  
 ENGINEERING & CONSULTING, INC.  
 1000 S. W. 10th St., Suite 100  
 Enid, Oklahoma 73701  
 Phone: (405) 326-1234  
 Fax: (405) 326-1235  
 www.envirotechinc.com

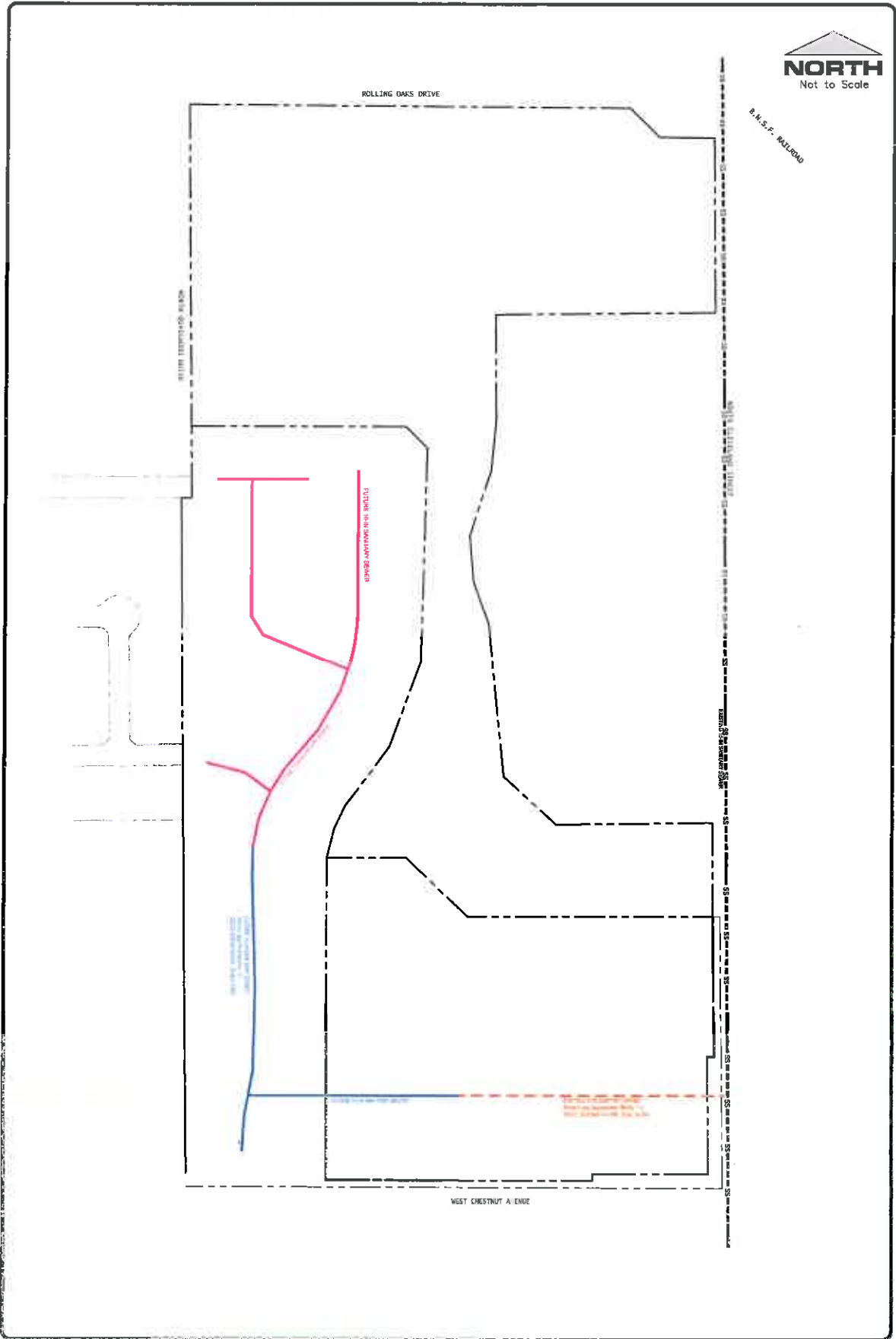


Figure 2

**STONEBRIDGE DEVELOPMENT**  
 Sanitary Sewer Capacity Analysis  
 Sanitary Sewer Basin 2H & 2K  
 City of Enid, Oklahoma





# **ATTACHMENT A.**

## **SANITARY SEWER FLOW CAPACITY ANALYSIS**

Gravity Sanitary Sewer Pipe										
Slope	Size	Percent Full Design	Full Capacity (gpm)	Full Capacity (MGD)	Reserve Capacity (gpm)	Reserve Capacity (MGD)	Design Capacity (gpm)	Design Capacity (MGD)	Design Capacity (gpm)	Design Capacity (MGD)
0.40	8	50%	445.9	0.642	223.0	0.321	223.0	0.321	223.0	0.321
0.28	10	50%	676.5	0.974	338.2	0.487	338.2	0.487	338.2	0.487
0.22	12	50%	975.1	1.404	487.5	0.702	487.5	0.702	487.5	0.702
0.15	15	55%	1,459.8	2.102	656.9	0.946	802.9	1.156	802.9	1.156
0.12	18	60%	2,123.2	3.057	849.3	1.223	1,273.9	1.834	1,273.9	1.834
0.10	21	65%	2,923.6	4.210	1,023.3	1.473	1,900.3	2.736	1,900.3	2.736
0.08	24	70%	3,733.4	5.376	1,120.0	1.613	2,613.4	3.763	2,613.4	3.763
0.067	27	75%	4,677.4	6.736	1,169.4	1.684	3,508.1	5.052	3,508.1	5.052
0.058	30	80%	5,763.7	8.300	1,152.7	1.660	4,611.0	6.640	4,611.0	6.640
0.046	36	85%	8,346.8	12.019	1,252.0	1.803	7,094.8	10.216	7,094.8	10.216
0.037	42	90%	11,291.9	16.260	1,129.2	1.626	10,162.7	14.634	10,162.7	14.634
0.032	48	90%	14,992.9	21.590	1,499.3	2.159	13,493.6	19.431	13,493.6	19.431
0.027	54	90%	18,853.8	27.149	1,885.4	2.715	16,968.4	24.435	16,968.4	24.435
0.024	60	95%	23,542.0	33.900	1,177.1	1.695	22,364.9	32.205	22,364.9	32.205
0.021	66	95%	28,394.1	40.887	1,419.7	2.044	26,974.4	38.843	26,974.4	38.843
0.019	72	95%	34,061.5	49.049	1,703.1	2.452	32,358.4	46.596	32,358.4	46.596
Minimum Slope according to "10 state standards"	Pipe Diameter (Inches)	Percent Full Design (%)	100% Full Capacity (gpm)	100% Full Capacity (MGD)	Reserve Capacity in the Design Conditions (gpm)	Reserve Capacity in the Design Conditions (MGD)	Capacity in the Design Conditions (gpm)	Capacity in the Design Conditions (MGD)	Capacity in the Design Conditions (gpm)	Capacity in the Design Conditions (MGD)

Mannings N  
 0.010 Value Used In  
 Capacity Calculations

Forcemain Sanitary Sewer Pipe										
Size (In)	H <sub>s</sub> /W C Values (unitless)	5 fps Capacity (gpm)	2 fps Capacity (gpm)	Percent Full (%)	Design Flow (gpm)	Design Flow (MGD)				
4	100	195	80	100%	195.0	0.281				
6	110	450	179	100%	450.0	0.648				
8	110	800	310	100%	800.0	1.152				
10	120	1275	465	100%	1275.0	1.836				
12	120	1800	700	100%	1800.0	2.592				
16	130	3400	1250	100%	3400.0	4.896				
18	140	4250	1600	100%	4250.0	6.120				
24	140	7500	2750	100%	7500.0	10.800				
Pipe Diameter (Inches)	Hazen-Williams Coefficient	Capacity in Forcemain at Max. Velocity (10 state Standard = 5 fps)	Capacity in Forcemain at Min. Velocity (10 state Standard = 2 fps)	Percent Full	Design Capacity of Forcemain (gpm)	Design Capacity of Forcemain (MGD)				

# **ATTACHMENT B.**

## **SANITARY SEWER DEMAND ANALYSIS**

**Stonebridge Development**  
***Sanitary Sewer Flow Demands Analysis***

	GPD	MGD
<b><i>Residential Flow Contribution</i></b>		
70 Single Family Homes	21,000 gpd	0.02 mgd
 <b><i>Commercial Flow Contribution</i></b>		
<b>MVG-Development</b>		
Neighborhood Market	8,368 gpd	0.008 mgd
Fuel Station	38 gpd	0.0004 mgd
 <b>Future Stonebridge Commercial Development</b>		
Retail Area (25 Restrooms)	5000 gpd	0.005 mgd
Office Area (28 Occupant)	280 gpd	0.0003 mgd
Restaurants (2)	7,000 gpd	0.007 mgd
 <b><i>Total Projected Flow for Interior Development</i></b>	 41,686 gpd	 0.042 mgd
 <b>Capacity for existing 8-in Sanitary Sewer</b>	 320,742 gpd	 0.321 mgd

**APPENDIX F. ESTIMATED AVERAGE DAILY FLOW FOR SMALL PUBLIC ON-SITE SEWAGE TREATMENT SYSTEMS**

<b>TYPE OF ESTABLISHMENT</b>	<b>FLOW UNIT</b>	<b>ESTIMATED AVERAGE DAILY FLOW In Gallons</b>
Bar or Lounge	Per Seat	10
Boarding School	Per Room	50
Church w/o Kitchen	Per Sanctuary Seat	4
Church w/Kitchen	Per Sanctuary Seat	6
Condominiums, Apartments, Townhouses, Mobile Home Parks, and Housing Developments	Per Residence w/1 or 2 Bedrooms	200
	Each additional Bedroom	66
Construction Site	Per Worker	50
Country Club	Per Member	25
Daycare w/o Kitchen	Per Child	15
Daycare w/Kitchen	Per Child	25
Factory	Per Person Per Shift	15
Hospital	Per Bed	200
Hotel or Motel	Per Bed	75
Lounge	Per Seat	10
Movie Theater	Per Seat	5
Nursing Home	Per Bed	100
Office Building w/o Food Service	Per Occupant	5
Office Building w/Food Service	Per Occupant	10
Park w/o Bathhouse	Per Person	10
Park w/Bathhouse	Per Person	15
Laundry Mat	Per Machine	250
Restaurant-Fast Food	Per Seat	15
Restaurant-Full Service	Per Seat	35
RV Park	Per Space	50
School w/Food Service	Per Student	25
School w/o Food Service	Per Student	15
Service Station	Per Vehicle	10
Stores	Per Restroom	200
Swimming Pool Bathhouses	Per Person	10
Youth Camps	Per Camper	30

**City Commission Meeting**

**9. 10.**

**Meeting Date:** 08/18/2015

**Submitted By:** Ashley Keim, Executive Assistant

---

**SUBJECT:**

**APPROVE CHANGE ORDER NO. 1 WITH AC OWEN CONSTRUCTION COMPANY, EDMOND, OKLAHOMA, AT NO COST TO THE CITY, FOR THE ENID FIRE STATION NO. 4 RELOCATION, PROJECT M-1408.**

**BACKGROUND:**

This change order will add 40 contract days for the construction of the new fire station located at 801 South Hoover. The original contract days were 270, with a completion date of July 12, 2015. This change order will extend the contract calendar days to 310, with a completion date of August 21, 2015.

This change order was requested due to inclement weather during the construction period. The additional requested days will not affect funding of the project.

**RECOMMENDATION**

Approve Change Order No. 1.

**PRESENTER:**

Joe Jackson, Fire Chief.

---

**City Commission Meeting**

9. 11.

**Meeting Date:** 08/18/2015

**Submitted By:** Erin Crawford, Chief Financial Officer

---

**SUBJECT:**

**CONSIDER SELECTING AN INDEPENDENT AUDITOR TO CONDUCT THE 2014-2015 AUDIT IN THE AMOUNT OF \$92,500.00, AND COMPLETE THE INDEPENDENT AUDITOR'S REPORT ON THE FINANCIAL STATEMENTS OF THE CITY OF ENID, OKLAHOMA, AND ITS RELATED AUTHORITIES; COMPLETE THE A-133 FEDERAL GRANT AUDIT; LANDFILL DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) AGREED-UPON PROCEDURES; STATE AUDITOR AND INSPECTOR FORM 2643 REPORT; AND ENID PUBLIC TRANSPORTATION AUTHORITY (EPTA) VEHICLE REVENUE MILEAGE AUDIT, NO LATER THAN DECEMBER 31, 2015.**

**BACKGROUND:**

The City solicited proposals for auditing professional services in 2012-2013 and selected the firm of Cole & Reed, P.C., which has subsequently been acquired by McGladrey, LLP, to complete the 2014-2015 audit and independent auditor's report on the financial statements of the City and its related Authorities. The City has the option to renew with McGladrey, LLP for three more years and has proposed a total audit fee of \$85,500.00 plus up to \$7,000.00 in direct expenses this year to cover the audit, A-133 Federal grant audit, Landfill DEQ agreed-upon procedures, SA&I 2643 report, and the EPTA vehicle revenue mileage audit.

**RECOMMENDATION**

Approve renewal of auditing professional services with McGladrey, LLP in the amount of \$92,500.00.

**PRESENTER:**

Erin Crawford, Chief Financial Officer.

---

**Fiscal Impact**

**Budgeted Y/N:** Y  
**Amount:** \$92,500.00  
**Funding Source:**  
General Fund.

---

**Attachments**

Arrangement Letter  
EPTA Letter  
Communication Letter

---

August 13, 2015

City Council  
Mr. Jerald Gilbert, City Manager  
Ms. Erin Crawford, Chief Financial Officer  
401 West Owen K. Garriott Road  
City of Enid  
Enid, Oklahoma

Attention: Finance Committee

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

You have requested that we audit the financial statements of the City of Enid (the "City"), which comprise governmental activities, business-type activities, each major fund and aggregate remaining fund information as of and for the year ended June 30, 2015 which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

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

We will also perform the audit of the City as of June 30, 2015, so as to satisfy the audit requirements imposed by the Single Audit Act and the U. S. Office of Management and Budget (OMB) Circular No. A-133.

### **The Responsibilities of the Auditor**

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

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

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



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

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

Our audit will include all of the City's accounts and funds in effect as of and during the year ended June 30, 2015.

The City's blended component units that are to be included as part of the City's financial statements are Enid Municipal Authority, Vance Development Authority, Enid Public Transportation Authority, and the Enid Economic Development Authority.

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

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

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

You will provide us with a preliminary schedule of expenditures of federal awards, covering Federal expenditures for the period from July 1, 2014 through June 30, 2015, by August 31, 2015. We will make our preliminary determination of major programs from this schedule. A final schedule of expenditures of federal awards will be provided to us by October 15, 2015.

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

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

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

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

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

- a. That management has fulfilled its responsibilities as set out in the terms of this letter; and
- b. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

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

Management is responsible for the preparation of the required supplementary information (RSI) and supplementary information presented in relation to the financial statements as a whole in accordance with accounting principles generally accepted in the United States of America. Management agrees to include

the auditor's report on the RSI and supplementary information in any document that contains the supplementary information and that indicates that the auditor has reported on such RSI and supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

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

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

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

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

Because McGladrey LLP will rely on the City of Enid and its management and the City Council to discharge the foregoing responsibilities, the City of Enid holds harmless and releases McGladrey LLP, its partners, and employees from all claims, liabilities, losses and cost arising in circumstances where there has been a knowing misrepresentation by a member of the City of Enid's management which has caused, in any respect, McGladrey LLP's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

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

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

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

The assistance to be supplied by City personnel will be discussed and coordinated with City management. The audit timeline and participation list will be discussed with and agreed to by Jerald Gilbert, City Manager, and Erin Crawford, Chief Financial Officer. The timely and accurate completion of this work is an essential condition to completion of the audit and issuance of our audit report by December 31, 2015.

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

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

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

#### **Other Relevant Information**

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

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

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

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

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

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

- Financial statement audit \$ 76,000
- OMB Circular A-133 compliance audit \$ 3,000 per Major Program

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

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, the City agrees it will compensate McGladrey LLP for any additional costs incurred as a result of the City's employment of a partner or professional employee of McGladrey LLP

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

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

### **Claim Resolution**

The City of Enid and McGladrey LLP agree that no claim arising out of services rendered pursuant to this agreement shall be filed more than two years after the date of the audit report issued by McGladrey LLP or the date of this arrangement letter if no report has been issued. The City of Enid waives any claim for punitive damages. McGladrey LLP's liability for all claims, damages and costs of the City of Enid arising from this engagement is limited to the amount of fees paid by the City of Enid to McGladrey LLP for the services rendered under this arrangement letter.

If any term or provision of this Agreement is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

### **Reporting**

We will issue a written report upon completion of our audit the City's financial statements. Our report will be addressed to the City Council. We cannot provide assurance that an unmodified opinion will be

expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

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

- A report on the fairness of the presentation of the City's schedule of expenditures of federal awards for the year ending June 30, 2015.
- Reports on internal control related to the financial statements, and major programs. These reports will describe the scope of testing of internal control and the results of our tests of internal controls.
- Reports on compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any noncompliance which could have a material effect on the financial statements and any noncompliance which could have a material effect, as defined by OMB Circular A-133, on each major program.
- A schedule of findings and questioned costs.

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

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

Sincerely yours,



Mike Gibson  
Partner

***Confirmed on behalf of the City Council:***

\_\_\_\_\_  
Mayor

***Management's acknowledgment of the agreement:***

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Chief Financial Officer

August 13, 2015

Mr. Jerald Gilbert, City Manager  
Ms. Erin Crawford, Chief Financial Officer  
City of Enid  
401 West Owen K. Garriott Road  
Enid, Oklahoma 73702

Re: Enid Public Transportation Authority Attestation Examination

Attention: Finance Committee

This letter is to explain our understanding of the arrangements regarding our engagement to examine the statement of vehicle revenue mileage, as defined in the January 2012 publication of the *Public Transportation Revolving Fund State Management Plan*, of the Enid Public Transportation Authority for the year ended June 30, 2015, in accordance with attestation standards established by the American Institute of Certified Public Accountants. We ask that you confirm this understanding.

### **Engagement Services**

We will perform an examination of the statement of vehicle revenue mileage of the Enid Public Transportation Authority in relation to established or stated criteria. Accordingly, we will perform such procedures as we consider necessary to evaluate the statement of vehicle revenue mileage of the Enid Public Transportation Authority in relation to the established or stated criteria for the purpose of expressing positive assurance on the statement of vehicle revenue mileage of the Enid Public Transportation Authority.

The services that we will perform are not designed and cannot be relied upon to disclose errors, fraud, or illegal acts, should any exist. However, we will inform the appropriate level of management of any material errors that come to our attention and any fraud or illegal acts that come to our attention, unless they are clearly inconsequential.

Furthermore, the services were not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, we will communicate to management and the City Council any significant deficiencies or material weaknesses that become known to us during the course of the engagement.

### **City of Enid's Responsibilities**

Management is responsible for the statement of vehicle revenue mileage of the Enid Public Transportation Authority. Management is responsible for providing us with a written management representation letter confirming certain representations made during the course of the engagement. Management is responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the statement of vehicle revenue mileage of the Enid Public Transportation Authority that is free from material misstatement, whether due to fraud or error.

Mr. Jerald Gilbert, City Manager  
Ms. Erin Crawford, Chief Financial Officer  
City of Enid  
August 13, 2015  
Page 2

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

Because McGladrey LLP will rely on the City of Enid and its management and those charged with governance to discharge the foregoing responsibilities, the City of Enid holds harmless and indemnifies McGladrey LLP and its partners and employees from all claims, liabilities, losses, and costs arising in circumstances where there has been a known misrepresentation by a member of the City of Enid's management that has caused, in any respect, Cole & Reed's breach of contract or negligence. This provision will survive termination of this letter.

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

The attestation standards require that we perform our examination engagement only if we have reason to believe that the statement of vehicle revenue mileage of the Enid Public Transportation Authority is capable of evaluation against criteria that are suitable and available to users. If circumstances arise relating to the condition of the City's records, the availability of appropriate evidence, or indications of a significant risk of material misstatement of the statement of vehicle revenue mileage of the Enid Public Transportation Authority because of error or, fraud that, in our professional judgment, prevents us from completing the engagement or forming an opinion or issuing our report, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawal from the engagement

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

The assistance to be supplied by City personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Erin Crawford, Chief Financial Officer. The timely and accurate completion of this work is an essential condition to our completion of our services and issuance of our report.

#### **Fees, Costs, and Access to Documentation**

Our fees for the services described above are based on the time required by the individuals assigned to the engagement, plus direct expenses. Our fees for the services described in this letter will be \$3,500.

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



Mr. Jerald Gilbert, City Manager  
Ms. Erin Crawford, Chief Financial Officer  
City of Enid  
August 13, 2015  
Page 3

Our professional standards require that we perform certain additional procedures on current and previous years' engagements whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client. Accordingly, the City agrees it will compensate McGladrey LLP for any additional costs incurred as a result of the City's employment of a partner or professional employee of McGladrey LLP

### **Claim Resolution**

The City of Enid and McGladrey LLP agree that no claim arising out of services rendered pursuant to this agreement by or on behalf of the City of Enid shall be asserted more than two years after the date of the report issued by McGladrey LLP. The City of Enid waives any claim for punitive damages. McGladrey LLP's liability for all claims, damages, and costs of the City of Enid arising from this engagement is limited to the amount of fees paid by the City of Enid to McGladrey LLP for the services rendered under this arrangement letter.

If any term or provision of this agreement is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

### **Reporting**

We will issue a written report upon completion of our examination of the statement of vehicle revenue mileage of the Enid Public Transportation Authority in relation to established or stated criteria. Our report will be addressed to the City Council of the City of Enid. We cannot guarantee that positive assurance on the statement of vehicle revenue mileage of the Enid Public Transportation Authority will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph[s], or withdraw from the engagement.

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

If this letter defines the arrangements as the City understands them, please sign and date the enclosed copy and return it to us. We appreciate your business.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Mike Gibson", with a long horizontal line extending to the right.

Mike Gibson  
Partner

Mr. Jerald Gilbert, City Manager  
Ms. Erin Crawford, Chief Financial Officer  
City of Enid  
August 13, 2015  
Page 4

*Confirmed on behalf of the City Council:*

---

Mayor or Chairman of Audit Committee

*Management's acknowledgement of the agreement:*

---

City Manager

---

Chief Financial Officer

August 13, 2015

City Council  
City of Enid  
Enid, Oklahoma

Attention: Finance Committee

This letter is intended to communicate certain matters related to the planned scope and timing of our audit of City of Enid's financial statements and compliance as of and for the year ended June 30, 2015.

### **Communication**

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

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

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

### **Independence**

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

### **The Audit Planning Process**

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

As part of obtaining an understanding of your entity and its environment, we will obtain an understanding of internal control. We will use this understanding to identify risks of material misstatement, which will provide us with a basis for designing and implementing responses to the assessed risks of material misstatement. We will also obtain an understanding of the users of the financial statements in order to establish an overall materiality level for audit purposes. We will conduct formal discussions among engagement team members to consider how and where your financial statements might be susceptible to material misstatement due to fraud or error.

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

We apply the concept of materiality both in planning and performing the audit, evaluating the effect of identified misstatements on the audit, and the effect of uncorrected misstatements, if any, on the financial statements, and in forming the opinion in our report. Our determination of materiality is a matter of professional judgment and is effected by our perception of the financial information needs of users of the financial statements. We establish performance materiality at an amount less than materiality for the financial statements as a whole to allow for the risk of misstatements that may not be detected by the audit. We use performance materiality for the purposes of assessing the risks of material misstatement and determining the nature, timing and extent of further audit procedures. Our assessment of materiality throughout the audit will be based on both quantitative and qualitative considerations. Because of the interaction of quantitative and qualitative considerations, misstatements of a relatively small amount could have a material effect on the current financial statements as well as financial statements of future periods. We will accumulate misstatements identified during the audit, other than those that are clearly trivial. At the end of the audit, we will inform you of all individual unrecorded misstatements aggregated by us in connection with our evaluation of our audit test results.

### **Our Approach to Internal Control and Compliance Relevant to the Audit**

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

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

We will issue reports on compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any noncompliance which could have a material effect on the financial statements and any noncompliance which could have a direct and material effect on each major program. Our reports on compliance will address material errors, fraud, abuse, violations of compliance

requirements, and other responsibilities imposed by state and federal statutes and regulations and assumed contracts; and any state or federal grant, entitlement or loan program questioned costs of which we become aware, consistent with the requirements of the standards and circular identified above.

**Timing of the Audit**


We will perform planning and interim procedures in September 2015. Year end audit procedures will primarily be performed in October and November 2014. Management's adherence to its closing schedule and timely completion of information used by us in performance of the audit is essential to meeting this schedule and completing our audit on a timely basis.

**Closing**

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

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

Sincerely yours,

A handwritten signature in black ink that reads "Mike Gibson". The signature is written in a cursive style with a long horizontal line extending to the right.

Mike Gibson  
Partner

**City Commission Meeting**

**9. 12.**

**Meeting Date:** 08/18/2015

**Submitted By:** Korina Crawford, Executive Assistant

---

**SUBJECT:**

**CONSIDERATION AND DENIAL OF TORT CLAIM OF JAMI CHANCE.**

**BACKGROUND:**

On or about June 8, 2015, Jami Chance submitted a tort claim for property damage in the amount of two hundred ninety-seven dollars and forty-nine cents (\$297.49). The claim alleged that while driving in the far southbound lane on Grand Avenue, a few feet north of Grand and Mulberry, Ms. Chance hit a pot hole causing damage to her 2001 Mitsubishi Eclipse. The City Attorney investigated and found that the the City had received no report of potholes near this area on Grand Avenue, and therefore had no previous notice of the potholes. The City Attorney found no liability on the City's part regarding the incident and recommends that the City deny the claim.

**RECOMMENDATION**

Deny tort claim.

**PRESENTER:**

Andrea L. Chism, City Attorney.

---

**Fiscal Impact**

**Budgeted Y/N:** N/A

**Amount:** N/A

**Funding Source:**

N/A

---

**City Commission Meeting**

**9. 13.**

**Meeting Date:** 08/18/2015

**Submitted By:** Korina Crawford, Executive Assistant

---

**SUBJECT:**

**CONSIDERATION AND DENIAL OF TORT CLAIM OF LORI TAMBUNGA.**

**BACKGROUND:**

On or about June 10, 2015, Lori Tambunga submitted a tort claim for property damage in the amount of forty dollars (\$40.00). The claim alleged that while driving on Mulberry and Grand, Ms. Tambunga hit a pot hole causing damage to her 2004 Hyunda Sonata. According to City records, there was a previous report of a pot hole in this area two days before Ms. Tambunga's tort claim was received by the City Attorney's Office. The City Attorney investigated and found that the City was not liable as alleged because two days is not a reasonable time frame to take the appropriate remedial action. A municipality may be liable if it had prior notice of a defect or problem and failed to take appropriate remedial action within a reasonable time before the damaged occurred. The City Attorney found no liability on the City's part regarding the incident and recommends that the City deny the claim.

**RECOMMENDATION**

Deny tort claim.

**PRESENTER:**

Andrea L. Chism, City Attorney.

---

**Fiscal Impact**

**Budgeted Y/N:** N/A

**Amount:** N/A

**Funding Source:**

N/A

---

**City Commission Meeting**

**9. 14.**

**Meeting Date:** 08/18/2015

**Submitted By:** Korina Crawford, Executive Assistant

---

**SUBJECT:**

**CONSIDERATION AND DENIAL OF TORT CLAIM OF KEATON ELY.**

**BACKGROUND:**

On or about July 6, 2015, Keaton Ely submitted a tort claim for property damage in the amount of five hundred thirteen dollars and seventy-two cents (\$513.72). The claim alleged that on May 24, 2015, while driving down Oakwood Road, by the Oakwood Country Club, Mr. Ely hit a pot hole full of water and blew the tire out on his 2009 Nissan. According to City reports, there was a pot hole reported at 1710 N. Oakwood Road and a pot hole reported at 1906 N. Oakwood Road, but those reports were made after the damaged alleged in Mr. Ely's claim. The City of Enid Pot Hole Request Report shows those two areas have since been repaired. The City Attorney investigated and found that the City was not liable as alleged because there were no pot holes reported in that area prior to May 24, 2015. The City Attorney found no liability on the City's part regarding the incident and recommends that the City deny the claim.

**RECOMMENDATION**

Deny tort claim.

**PRESENTER:**

Andrea L. Chism, City Attorney.

---



**City Commission Meeting**

**9. 15.**

**Meeting Date:** 08/18/2015

**Submitted By:** Korina Crawford, Executive Assistant

---

**SUBJECT:**

**CONSIDERATION AND DENIAL OF TORT CLAIM OF WARREN WELLS.**

**BACKGROUND:**

On or about July 23, 2015, Warren Wells submitted a tort claim for property damage in the amount of eight hundred nine dollars and twenty-one cents (\$809.21). The claim alleged that while driving in the alley behind 902 W. York Avenue, he fell into a sewer trench causing damage to his 2012 GMC Crew Cab. The City Attorney investigated and found that the City was not liable as alleged because the work in the alley was not completed by the City of Enid. According to an employee with Water Reclamation Services, this area appeared to be repaired by a plumber and it is in no way related to the City of Enid. This area was also reported to the Code Department, who then opened a case and sent out a violation notice to the property owner on July 21, 2015. The City Attorney found no liability on the City's part regarding the incident and recommended that the City deny the claim.

**RECOMMENDATION**

Deny tort claim.

**PRESENTER:**

Andrea L. Chism, City Attorney.

---

**Fiscal Impact**

**Budgeted Y/N:** N/A

**Amount:** N/A

**Funding Source:**

N/A

---

**City Commission Meeting**

9. 16.

**Meeting Date:** 08/18/2015

**Submitted By:** Andrea Chism, City Attorney

---

**SUBJECT:**

**CONSIDER AND APPROVE CONTRACTS TO PURCHASE THE PROPERTIES LOCATED AT 613 A STREET, 729 A STREET, 2313-2317 B COURT, 2218-2222 C COURT, 2314-2318 C COURT AND 2318-2322 E COURT FOR APPROXIMATELY \$627,300.00, INCLUDING CLOSING COSTS, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CLOSING DOCUMENTS.**

**BACKGROUND:**

This is a companion item to item 15.2. Pursuant to the Agreement with Hunt Properties, Inc., the City will acquire approximately 23 parcels in the Lahoma Addition. The expenses incurred in acquiring these properties will be recouped by the City upon sale of the properties to Hunt Properties, Inc.

**RECOMMENDATION**

Approve contracts and authorize the Mayor to execute all closing documents.

**PRESENTER:**

Andrea L. Chism, City Attorney.

---

**Fiscal Impact**

**Budgeted Y/N:** Y  
**Amount:** \$627,300.00  
**Funding Source:**  
EEDA

---

**Attachments**

613 A ST Contract  
719 A ST Contract  
2218-2222 C CT Contract  
2313-2317 B CT Contract  
2314-2318 C CT Contract  
2318-2322 E CT Contract

---

## CONTRACT FOR SALE OF REAL ESTATE

This Contract is entered into by and between Raymond B. Hendrie and Patty J. Hendrie, husband and wife, hereinafter referred to as "Seller," and the City of Enid, Oklahoma, an Oklahoma Municipal Corporation, hereinafter referred to as "Buyer."

### WITNESSETH:

WHEREAS, the City of Enid has approved a public improvement project (the to be sited in the location of Seller's property described below; and,

WHEREAS, the City desires to raze the Seller's property to accommodate the Project; and,

WHEREAS, the Seller has operated the real property for business purposes for a significant time period and does not desire to sell or re-locate the business; and,

WHEREAS, the Buyer has declared by letter (the "Threat Letter") dated July 15, 2015, attached hereto and incorporated herein by reference, its intent to acquire the Seller's property by condemnation; whereas, considering such threat, the Seller is reluctantly agreeable to sell the property subject to the terms of this contract.

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

1. Sale. Seller agrees to sell and convey to Buyer surface rights only by Warranty Deed and Buyer agrees to purchase the following described real estate (the "Property") located in Garfield County, Oklahoma:

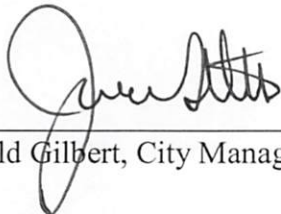
Lot Two (2), Block Eight (8), Lahoma Addition to the City of Enid, Oklahoma. (The street address of which is 613 A Street, Enid, Oklahoma.)
2. Purchase Price. The total Purchase Price is Seventy Thousand Dollars (\$70,000.00) payable as follows:
  - a. Three Thousand Five Hundred (\$3,500.00) upon the execution of this Agreement hereinafter referred to as "Escrow Payment."
  - b. Sixty Six Thousand Five Hundred Dollars (\$66,500.00) at closing.
3. Title. Seller is to provide, within thirty (30) days prior to closing, an Abstract of Title certified at least to the date of this Contract at Buyer's expense, showing Seller's title to the property to be marketable in fact, as defined by the Title Examination Standards of the Oklahoma Bar. Buyer shall have seven (7) days after receipt of the abstract to deliver to Seller written objections to the condition of Seller's title. No matter shall be construed as a valid objection to title under this Contract unless it is so construed under the "Real Estate

Title Examination Standards” of the Oklahoma Bar Association, where applicable. In case of valid objections to title, Seller shall have a reasonable time to satisfy such objections.

4. **Taxes and Prorations.** A. The Seller shall pay in full: 1) All special assessments against the property upon the date of possession, whether or not payable in installments; 2) All taxes other than general ad valorem taxes for the current calendar year, which are a lien upon the property upon the date of closing; and 3) The cost of any item of workmanship or material furnished on or prior to the date of closing which is or may become a lien upon the property. B. General ad valorem taxes for the current year shall be prorated between Seller and Buyer as of the date of possession.
5. **Condition of Property.** Until transfer of possession, risk of loss to the property, ordinary wear and tear excepted, shall be upon Seller; after transfer of possession, such risk shall be upon Buyer.
6. **Closing.** Subject to the provisions of Paragraph 3, the Closing shall be held on or before August 31, 2015, at Guarantee Abstract, Enid, Oklahoma. If there are valid objections to title which require correction, the Closing shall be extended by agreement of the parties. At or prior to the Closing, the Seller shall deliver to the escrow agent a duly executed and acknowledged warranty deed conveying the property to the Buyer for delivery to the Buyer upon payment of the Purchase Price.
7. **Breach or Failure to Close.** In the event the Seller performs all obligations under this contract, and Buyer fails to perform all obligations under this contract, then the Escrow Agent shall disburse the Escrow Payment to the Seller. Seller may at Seller's option retain the Escrow Payment as liquidated damages and rescind the contract, or take any appropriate action for performance or damages and retain the Escrow Payment pending the determination of such action. Seller shall give Buyer written notice of the remedy elected by Seller.. Should Buyer perform all of the obligations of Buyer hereunder and Seller shall breach this Contract or fail to perform any of Seller's obligations hereunder, then Buyer may at Buyer's option retain the Escrow Payment and rescind the contract, or retain the Escrow Payment and take any appropriate action for performance or damages. Buyer shall give Seller written notice of the remedy elected by Buyer.
8. **Closing Costs.** Buyer is to pay all Closing Costs.
9. **Effect.** This Contract shall be executed in triplicate and, when executed by both Seller and Buyer, shall be binding and inure to the benefit of Seller and Buyer, their heirs, successors and assigns. This Contract sets forth the complete understanding of Seller and Buyer and supersedes all previous negotiations, representations and agreements between them and their agents. This Contract can only be amended by written agreement by Seller and Buyer. Time is of the essence.
10. **Escrow.** The Escrow Payment shall be made to Guarantee Abstract Company as Escrow Agent subject to the terms of this contract. Any fee charged by the Escrow Agent shall be paid by the Buyer.

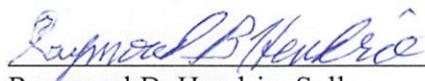
11. No Sales Commission. Buyer agrees to indemnify and hold Seller harmless from any claim by any broker that such broker was commissioned by Buyer to acquire the Real Property.

Approved by the Buyer this 30th day of July, 2015.



\_\_\_\_\_  
Jerald Gilbert, City Manager

Approved by the Seller this 22nd day of July, 2015.



\_\_\_\_\_  
Raymond B. Hendrie, Seller



\_\_\_\_\_  
Patty J. Hendrie, Seller

ACCEPTANCE AND RECEIPT  
BY ESCROW AGENT

The undersigned agrees to serve as escrow agent pursuant to the foregoing terms and conditions. The undersigned acknowledges receipt from Buyer of the Escrow Payment.

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

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



**CITY OF ENID**

Office of the City Attorney

P.O. Box 1768

Enid, Oklahoma 73702-1768

PH (580) 616-7204

[www.enid.org](http://www.enid.org)

July 15, 2015

Mr. Raymond B. Hendrie  
Mrs. Patty J. Hendrie  
1402 Sun Rise DR  
Enid, OK 73703

Re: Lot Two (2), Block Eight (8), Lahoma Addition  
Lot Three (3), Block Two (2), Lahoma Addition  
Lot Eight (8), Block Two (2), Lahoma Addition

Mr. and Mrs. Hendrie,

As you know, the City of Enid has approved construction of a multimillion dollar project, which will include many public improvements, to be sited on your properties described above. The City of Enid previously advised you that acquisition of your properties is necessary for the public improvements involved in the project.

On May 4, 2015, the Mayor and Board of Commissioners of the City of Enid authorized the condemnation of your properties, should we fail to reach a satisfactory agreement.

Sincerely,

A handwritten signature in cursive script that reads "Andrea Chism".

Andrea L. Chism  
City Attorney

cc: Clint Claypole

## CONTRACT FOR SALE OF REAL ESTATE

This Contract is entered into by and between Madalen C. Robinson as Trustee of the Madalen C. Robinson Trust, hereinafter referred to as "Seller," and the City of Enid, Oklahoma, an Oklahoma Municipal Corporation, hereinafter referred to as "Buyer."

WHEREAS, the Buyer desires to acquire the Seller's property; and,

WHEREAS, the Buyer's governing body authorized the condemnation of the Seller's property should the parties fail to come to an agreement; and,

WHEREAS, the Seller, under the threat of condemnation, has agreed to sell the property subject to the terms of this contract.

NOW THEREFORE, upon approval of this Contract by both Seller and Buyer, evidenced by their signatures hereto, a valid and binding contract of sale shall exist, the terms and conditions of which are as follows:

1. Sale. Seller agrees to sell and convey to Buyer surface rights only by Warranty Deed and Buyer agrees to purchase the following described real estate (the "Property") located in Garfield County, Oklahoma:

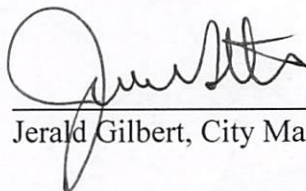
Lot Two (2), Block Six (6), Lahoma Addition to the City of Enid, Oklahoma. (The street address of which is 729 A Street, Enid, Oklahoma.)

2. Purchase Price The total Purchase Price is \$ 95,000.00 net to seller. payable in full by Buyer to Seller at Closing.
3. Title. Seller is to provide, thirty (30) days prior to closing, an Abstract of Title certified at least to the date of this Contract, showing Seller's title to the property to be marketable in fact, as defined by the Title Examination Standards of the Oklahoma Bar. Buyer shall have seven (7) days after receipt of the abstract to deliver to Seller written objections to the condition of Seller's title. No matter shall be construed as a valid objection to title under this Contract unless it is so construed under the "Real Estate Title Examination Standards" of the Oklahoma Bar Association, where applicable. In case of valid objections to title, Seller shall have a reasonable time to satisfy such objections.
4. Taxes and Prorations. A. The Seller shall pay in full: 1) All special assessments against the property upon the date of possession, whether or not payable in installments; 2) All taxes other than general ad valorem taxes for the current calendar year, which are a lien upon the property upon the date of closing; and 3) The cost of any item of workmanship or material furnished on or prior to the date of closing which is or may become a lien upon the property. B. General ad valorem taxes for the current year shall be prorated between Seller and Buyer as of the date of possession.



5. Condition of Property. Until transfer of possession, risk of loss to the property, ordinary wear and tear excepted, shall be upon Seller; after transfer of possession, such risk shall be upon Buyer.
6. Closing. Subject to the provisions of Paragraph 3, the Closing shall be held on or before August 31, 2015, at Guarantee Abstract, Enid, Oklahoma. If there are valid objections to title which require correction, the Closing shall be extended by agreement of the parties. At or prior to the Closing, the Seller shall deliver to the escrow agent a duly executed and acknowledged warranty deed conveying the property to the Buyer for delivery to the Buyer upon payment of the Purchase Price.
7. Breach or Failure to Close. If, after the Seller has performed its obligations under this Contract, and within five (5) days after the date specified for closing under Paragraph 6, the Buyer fails to make the payments or to perform any other obligation of the Buyer under this Contract, then all sums theretofore paid on the purchase price shall, at the option of Seller, be retained as such or as liquidated damages for the breach of this Contract by Buyer, and both parties shall be released from all obligations hereunder or Seller may pursue any other legal remedy. Should Buyer perform all of the obligations of Buyer hereunder and Seller shall breach this Contract or fail to perform any of Seller's obligations hereunder, then Buyer shall be entitled either to cancel or terminate this Contract, and receive a refund of any moneys heretofore paid, or pursue any other legal remedy.
8. Closing Costs. Buyer is to pay all Closing Costs.
9. Effect. This Contract shall be executed in triplicate and, when executed by both Seller and Buyer, shall be binding and inure to the benefit of Seller and Buyer, their heirs, successors and assigns. This Contract sets forth the complete understanding of Seller and Buyer and supersedes all previous negotiations, representations and agreements between them and their agents. This Contract can only be amended by written agreement by Seller and Buyer. Time is of the essence.
10. No Sales Commission. Buyer agrees to indemnify and hold Seller harmless from any claim by any broker that such broker was commissioned by Buyer to acquire the Real Property.

Approved by the Buyer this 30<sup>th</sup> day of July, 2015.

  
\_\_\_\_\_  
Jerald Gilbert, City Manager

Approved by the Seller this 30<sup>th</sup> day of July, 2015.

Madalen C. Robinson

Madalen C. Robinson, Trustee

## CONTRACT FOR SALE OF REAL ESTATE

This Contract is entered into by and between SRR Enterprises, L.L.C., an Oklahoma Limited Liability Company, hereinafter referred to as "Seller," and the City of Enid, Oklahoma, an Oklahoma Municipal Corporation, hereinafter referred to as "Buyer."

WHEREAS, the Buyer desires to acquire the Seller's property; and.

WHEREAS, the Buyer's governing body authorized the condemnation of the Seller's property should the parties fail to come to an agreement; and.

WHEREAS, the Seller, under the threat of condemnation, has agreed to sell the property subject to the terms of this contract.

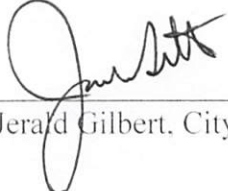
NOW THEREFORE, upon approval of this Contract by both Seller and Buyer, evidenced by their signatures hereto, a valid and binding contract of sale shall exist, the terms and conditions of which are as follows:

1. Sale. Seller agrees to sell and convey to Buyer surface rights only by Warranty Deed and Buyer agrees to purchase the following described real estate (the "Property") located in Garfield County, Oklahoma:

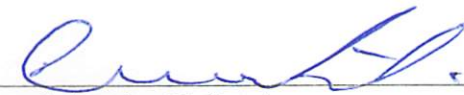
Lot Three (3), Block Eight (8), Lahoma Addition to the City of Enid, Oklahoma. (The street address of which is 2218-2222 C Court, Enid, Oklahoma.)
2. Purchase Price The total Purchase Price is One Hundred Fifteen Thousand Dollars (\$115,000.00) payable by Buyer to Seller at Closing.
3. Title. Seller is to provide, thirty (30) days prior to closing, an Abstract of Title certified at least to the date of this Contract, showing Seller's title to the property to be marketable in fact, as defined by the Title Examination Standards of the Oklahoma Bar. Buyer shall have seven (7) days after receipt of the abstract to deliver to Seller written objections to the condition of Seller's title. No matter shall be construed as a valid objection to title under this Contract unless it is so construed under the "Real Estate Title Examination Standards" of the Oklahoma Bar Association, where applicable. In case of valid objections to title, Seller shall have a reasonable time to satisfy such objections.
4. Taxes and Prorations. A. The Seller shall pay in full: 1) All special assessments against the property upon the date of possession, whether or not payable in installments; 2) All taxes other than general ad valorem taxes for the current calendar year, which are a lien upon the property upon the date of closing; and 3) The cost of any item of workmanship or material furnished on or prior to the date of closing which is or may become a lien upon the property. B. General ad valorem taxes for the current year shall be prorated between Seller and Buyer as of the date of possession.

5. Condition of Property. Until transfer of possession, risk of loss to the property, ordinary wear and tear excepted, shall be upon Seller; after transfer of possession, such risk shall be upon Buyer.
6. Closing. Subject to the provisions of Paragraph 3, the Closing shall be held on or before August 31, 2015, at Guarantee Abstract, Enid, Oklahoma. If there are valid objections to title which require correction, the Closing shall be extended by agreement of the parties. At or prior to the Closing, the Seller shall deliver to the escrow agent a duly executed and acknowledged warranty deed conveying the property to the Buyer for delivery to the Buyer upon payment of the Purchase Price.
7. Breach or Failure to Close. If, after the Seller has performed its obligations under this Contract, and within five (5) days after the date specified for closing under Paragraph 6, the Buyer fails to make the payments or to perform any other obligation of the Buyer under this Contract, then all sums theretofore paid on the purchase price shall, at the option of Seller, be retained as such or as liquidated damages for the breach of this Contract by Buyer, and both parties shall be released from all obligations hereunder or Seller may pursue any other legal remedy. Should Buyer perform all of the obligations of Buyer hereunder and Seller shall breach this Contract or fail to perform any of Seller's obligations hereunder, then Buyer shall be entitled either to cancel or terminate this Contract, and receive a refund of any moneys heretofore paid, or pursue any other legal remedy.
8. Closing Costs. Buyer is to pay all Closing Costs.
9. Effect. This Contract shall be executed in triplicate and, when executed by both Seller and Buyer, shall be binding and inure to the benefit of Seller and Buyer, their heirs, successors and assigns. This Contract sets forth the complete understanding of Seller and Buyer and supersedes all previous negotiations, representations and agreements between them and their agents. This Contract can only be amended by written agreement by Seller and Buyer. Time is of the essence.

Approved by the Buyer this 7th day of JULY, 2015.

  
\_\_\_\_\_  
Jerald Gilbert, City Manager

Approved by the Seller this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

  
\_\_\_\_\_  
By: Rameshchandra V. Patel

## CONTRACT FOR SALE OF REAL ESTATE

This Contract is entered into by and between Raymond B. Hendrie and Patty J. Hendrie, husband and wife, hereinafter referred to as "Seller," and the City of Enid, Oklahoma, an Oklahoma Municipal Corporation, hereinafter referred to as "Buyer."

### WITNESSETH:

WHEREAS, the City of Enid has approved a public improvement project (the to be sited in the location of Seller's property described below; and,

WHEREAS, the City desires to raze the Seller's property to accommodate the Project; and,

WHEREAS, the Seller has operated the real property for business purposes for a significant time period and does not desire to sell or re-locate the business; and,

WHEREAS, the Buyer has declared by letter (the "Threat Letter") dated July 15, 2015, attached hereto and incorporated herein by reference, its intent to acquire the Seller's property by condemnation; whereas, considering such threat, the Seller is reluctantly agreeable to sell the property subject to the terms of this contract.

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

1. Sale. Seller agrees to sell and convey to Buyer surface rights only by Warranty Deed and Buyer agrees to purchase the following described real estate (the "Property") located in Garfield County, Oklahoma:

Lot Three (3), Block Two (2), Lahoma Addition to the City of Enid, Oklahoma. (The street address of which is 2313-2317 B Court, Enid, Oklahoma.)

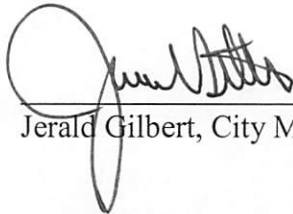
2. Purchase Price. The total Purchase Price is One Hundred Fifteen Thousand Dollars (\$115,000.00) payable as follows:
  - a. Three Thousand Five Hundred (\$3,500.00) upon the execution of this Agreement hereinafter referred to as "Escrow Payment."
  - b. One Hundred Eleven Thousand Five Hundred Dollars (\$111,500.00) at closing.
3. Title. Seller is to provide, within thirty (30) days prior to closing, an Abstract of Title certified at least to the date of this Contract at Buyer's expense, showing Seller's title to the property to be marketable in fact, as defined by the Title Examination Standards of the Oklahoma Bar. Buyer shall have seven (7) days after receipt of the abstract to deliver to Seller written objections to the condition of Seller's title. No matter shall be construed as a valid objection to title under this Contract unless it is so construed under the "Real Estate

Title Examination Standards” of the Oklahoma Bar Association, where applicable. In case of valid objections to title, Seller shall have a reasonable time to satisfy such objections.

4. Taxes and Prorations. A. The Seller shall pay in full: 1) All special assessments against the property upon the date of possession, whether or not payable in installments; 2) All taxes other than general ad valorem taxes for the current calendar year, which are a lien upon the property upon the date of closing; and 3) The cost of any item of workmanship or material furnished on or prior to the date of closing which is or may become a lien upon the property. B. General ad valorem taxes for the current year shall be prorated between Seller and Buyer as of the date of possession.
5. Condition of Property. Until transfer of possession, risk of loss to the property, ordinary wear and tear excepted, shall be upon Seller; after transfer of possession, such risk shall be upon Buyer.
6. Closing. Subject to the provisions of Paragraph 3, the Closing shall be held on or before August 31, 2015, at Guarantee Abstract, Enid, Oklahoma. If there are valid objections to title which require correction, the Closing shall be extended by agreement of the parties. At or prior to the Closing, the Seller shall deliver to the escrow agent a duly executed and acknowledged warranty deed conveying the property to the Buyer for delivery to the Buyer upon payment of the Purchase Price.
7. Breach or Failure to Close. In the event the Seller performs all obligations under this contract, and Buyer fails to perform all obligations under this contract, then the Escrow Agent shall disburse the Escrow Payment to the Seller. Seller may at Seller's option retain the Escrow Payment as liquidated damages and rescind the contract, or take any appropriate action for performance or damages and retain the Escrow Payment pending the determination of such action. Seller shall give Buyer written notice of the remedy elected by Seller.. Should Buyer perform all of the obligations of Buyer hereunder and Seller shall breach this Contract or fail to perform any of Seller’s obligations hereunder, then Buyer may at Buyer's option retain the Escrow Payment and rescind the contract, or retain the Escrow Payment and take any appropriate action for performance or damages. Buyer shall give Seller written notice of the remedy elected by Buyer.
8. Closing Costs. Buyer is to pay all Closing Costs.
9. Effect. This Contract shall be executed in triplicate and, when executed by both Seller and Buyer, shall be binding and inure to the benefit of Seller and Buyer, their heirs, successors and assigns. This Contract sets forth the complete understanding of Seller and Buyer and supersedes all previous negotiations, representations and agreements between them and their agents. This Contract can only be amended by written agreement by Seller and Buyer. Time is of the essence.
10. Escrow. The Escrow Payment shall be made to Guarantee Abstract Company as Escrow Agent subject to the terms of this contract. Any fee charged by the Escrow Agent shall be paid by the Buyer.

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

Approved by the Buyer this 30th day of July, 2015.

  
\_\_\_\_\_  
Jerald Gilbert, City Manager

Approved by the Seller this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

  
\_\_\_\_\_  
Raymond B. Hendrie, Seller

  
\_\_\_\_\_  
Patty J. Hendrie, Seller

ACCEPTANCE AND RECEIPT  
BY ESCROW AGENT

The undersigned agrees to serve as escrow agent pursuant to the foregoing terms and conditions. The undersigned acknowledges receipt from Buyer of the Escrow Payment.

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

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





**CITY OF ENID**

Office of the City Attorney

P.O. Box 1768

Enid, Oklahoma 73702-1768

PH (580) 616-7204

[www.enid.org](http://www.enid.org)

July 15, 2015

Mr. Raymond B. Hendrie  
Mrs. Patty J. Hendrie  
1402 Sun Rise DR  
Enid, OK 73703

Re: Lot Two (2), Block Eight (8), Lahoma Addition  
Lot Three (3), Block Two (2), Lahoma Addition  
Lot Eight (8), Block Two (2), Lahoma Addition

Mr. and Mrs. Hendrie,

As you know, the City of Enid has approved construction of a multimillion dollar project, which will include many public improvements, to be sited on your properties described above. The City of Enid previously advised you that acquisition of your properties is necessary for the public improvements involved in the project.

On May 4, 2015, the Mayor and Board of Commissioners of the City of Enid authorized the condemnation of your properties, should we fail to reach a satisfactory agreement.

Sincerely,

  
Andrea L. Chism  
City Attorney

cc: Clint Claypole

## CONTRACT FOR SALE OF REAL ESTATE

This Contract is entered into by and between Raymond B. Hendrie and Patty J. Hendrie, husband and wife, hereinafter referred to as "Seller," and the City of Enid, Oklahoma, an Oklahoma Municipal Corporation, hereinafter referred to as "Buyer."

### WITNESSETH:

WHEREAS, the City of Enid has approved a public improvement project (the to be sited in the location of Seller's property described below; and,

WHEREAS, the City desires to raze the Seller's property to accommodate the Project; and,

WHEREAS, the Seller has operated the real property for business purposes for a significant time period and does not desire to sell or re-locate the business; and,

WHEREAS, the Buyer has declared by letter (the "Threat Letter") dated July 15, 2015, attached hereto and incorporated herein by reference, its intent to acquire the Seller's property by condemnation; whereas, considering such threat, the Seller is reluctantly agreeable to sell the property subject to the terms of this contract.

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

1. Sale. Seller agrees to sell and convey to Buyer surface rights only by Warranty Deed and Buyer agrees to purchase the following described real estate (the "Property") located in Garfield County, Oklahoma:

Lot Eight (8), Block Two (2), Lahoma Addition to the City of Enid, Oklahoma. (The street address of which is 2314-2318 C Court, Enid, Oklahoma.)

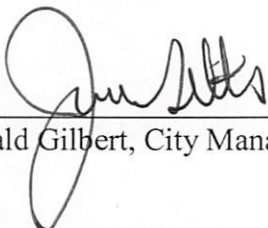
2. Purchase Price. The total Purchase Price is One Hundred Fifteen Thousand Dollars (\$115,000.00) payable as follows:
  - a. Three Thousand Five Hundred (\$3,500.00) upon the execution of this Agreement hereinafter referred to as "Escrow Payment."
  - b. One Hundred Eleven Thousand Five Hundred Dollars (\$111,500.00) at closing.
3. Title. Seller is to provide, within thirty (30) days prior to closing, an Abstract of Title certified at least to the date of this Contract at Buyer's expense, showing Seller's title to the property to be marketable in fact, as defined by the Title Examination Standards of the Oklahoma Bar. Buyer shall have seven (7) days after receipt of the abstract to deliver to Seller written objections to the condition of Seller's title. No matter shall be construed as a valid objection to title under this Contract unless it is so construed under the "Real Estate

Title Examination Standards” of the Oklahoma Bar Association, where applicable. In case of valid objections to title, Seller shall have a reasonable time to satisfy such objections.


4. Taxes and Prorations. A. The Seller shall pay in full: 1) All special assessments against the property upon the date of possession, whether or not payable in installments; 2) All taxes other than general ad valorem taxes for the current calendar year, which are a lien upon the property upon the date of closing; and 3) The cost of any item of workmanship or material furnished on or prior to the date of closing which is or may become a lien upon the property. B. General ad valorem taxes for the current year shall be prorated between Seller and Buyer as of the date of possession.
5. Condition of Property. Until transfer of possession, risk of loss to the property, ordinary wear and tear excepted, shall be upon Seller; after transfer of possession, such risk shall be upon Buyer.
6. Closing. Subject to the provisions of Paragraph 3, the Closing shall be held on or before August 31, 2015, at Guarantee Abstract, Enid, Oklahoma. If there are valid objections to title which require correction, the Closing shall be extended by agreement of the parties. At or prior to the Closing, the Seller shall deliver to the escrow agent a duly executed and acknowledged warranty deed conveying the property to the Buyer for delivery to the Buyer upon payment of the Purchase Price.
7. Breach or Failure to Close. In the event the Seller performs all obligations under this contract, and Buyer fails to perform all obligations under this contract, then the Escrow Agent shall disburse the Escrow Payment to the Seller. Seller may at Seller's option retain the Escrow Payment as liquidated damages and rescind the contract, or take any appropriate action for performance or damages and retain the Escrow Payment pending the determination of such action. Seller shall give Buyer written notice of the remedy elected by Seller.. Should Buyer perform all of the obligations of Buyer hereunder and Seller shall breach this Contract or fail to perform any of Seller's obligations hereunder, then Buyer may at Buyer's option retain the Escrow Payment and rescind the contract, or retain the Escrow Payment and take any appropriate action for performance or damages. Buyer shall give Seller written notice of the remedy elected by Buyer.
8. Closing Costs. Buyer is to pay all Closing Costs.
9. Effect. This Contract shall be executed in triplicate and, when executed by both Seller and Buyer, shall be binding and inure to the benefit of Seller and Buyer, their heirs, successors and assigns. This Contract sets forth the complete understanding of Seller and Buyer and supersedes all previous negotiations, representations and agreements between them and their agents. This Contract can only be amended by written agreement by Seller and Buyer. Time is of the essence.
10. Escrow. The Escrow Payment shall be made to Guarantee Abstract Company as Escrow Agent subject to the terms of this contract. Any fee charged by the Escrow Agent shall be paid by the Buyer.

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

Approved by the Buyer this 30<sup>th</sup> day of July, 2015.

  
\_\_\_\_\_  
Jerald Gilbert, City Manager

Approved by the Seller this 22<sup>nd</sup> day of July, 2015.

  
\_\_\_\_\_  
Raymond B. Hendrie, Seller

  
\_\_\_\_\_  
Patty J. Hendrie, Seller

ACCEPTANCE AND RECEIPT  
BY ESCROW AGENT

The undersigned agrees to serve as escrow agent pursuant to the foregoing terms and conditions. The undersigned acknowledges receipt from Buyer of the Escrow Payment.

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

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



**CITY OF ENID**

Office of the City Attorney

P.O. Box 1768

Enid, Oklahoma 73702-1768

PH (580) 616-7204

[www.enid.org](http://www.enid.org)

July 15, 2015

Mr. Raymond B. Hendrie  
Mrs. Patty J. Hendrie  
1402 Sun Rise DR  
Enid, OK 73703

Re: Lot Two (2), Block Eight (8), Lahoma Addition  
Lot Three (3), Block Two (2), Lahoma Addition  
Lot Eight (8), Block Two (2), Lahoma Addition

Mr. and Mrs. Hendrie,

As you know, the City of Enid has approved construction of a multimillion dollar project, which will include many public improvements, to be sited on your properties described above. The City of Enid previously advised you that acquisition of your properties is necessary for the public improvements involved in the project.

On May 4, 2015, the Mayor and Board of Commissioners of the City of Enid authorized the condemnation of your properties, should we fail to reach a satisfactory agreement.

Sincerely,

  
Andrea L. Chism  
City Attorney

cc: Clint Claypole

## CONTRACT FOR SALE OF REAL ESTATE

This Contract is entered into by and between Ronald Duncan, as Trustee of the Ronald Duncan Revocable Trust of March 18, 2003, and Darlene Duncan, as Trustee of the Darlene Duncan Revocable Trust of March 18, 2003, together hereinafter referred to as "Seller," and the City of Enid, Oklahoma, an Oklahoma Municipal Corporation, hereinafter referred to as "Buyer."

Upon approval of this Contract by both Seller and Buyer, evidenced by their signatures hereto, a valid and binding contract of sale shall exist, the terms and conditions of which are as follows:

1. Sale. Seller agrees to sell and convey to Buyer surface rights only by Warranty Deed and Buyer agrees to purchase the following described real estate (the "Property") located in Garfield County, Oklahoma:

Lot Seven (7), Block Three (3), Lahoma Addition to the City of Enid, Oklahoma. (The street address of which is 2318-2322 E Court, Enid, Oklahoma.)

2. Purchase Price. The total Purchase Price is One Hundred Two Thousand Dollars (\$102,000.00) payable by Buyer to Seller at Closing.
3. Title. Seller is to provide, thirty (30) days prior to closing, an Abstract of Title certified at least to the date of this Contract, showing Seller's title to the property to be marketable in fact, as defined by the Title Examination Standards of the Oklahoma Bar. Buyer shall have seven (7) days after receipt of the abstract to deliver to Seller written objections to the condition of Seller's title. No matter shall be construed as a valid objection to title under this Contract unless it is so construed under the "Real Estate Title Examination Standards" of the Oklahoma Bar Association, where applicable. In case of valid objections to title, Seller shall have a reasonable time to satisfy such objections.
4. Taxes and Prorations. A. The Seller shall pay in full: 1) All special assessments against the property upon the date of possession, whether or not payable in installments; 2) All taxes other than general ad valorem taxes for the current calendar year, which are a lien upon the property upon the date of closing; and 3) The cost of any item of workmanship or material furnished on or prior to the date of closing which is or may become a lien upon the property. B. General ad valorem taxes for the current year shall be prorated between Seller and Buyer as of the date of possession.
5. Condition of Property. Until transfer of possession, risk of loss to the property, ordinary wear and tear excepted, shall be upon Seller; after transfer of possession, such risk shall be upon Buyer.
6. Closing. Subject to the provisions of Paragraph 3, the Closing shall be held on or before ~~July 19<sup>th</sup>~~, 2015, at Guarantee Abstract, Enid, Oklahoma. If there are valid

August 31 — RD

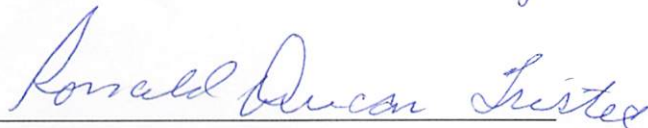
objections to title which require correction, the Closing shall be extended by agreement of the parties. At or prior to the Closing, the Seller shall deliver to the escrow agent a duly executed and acknowledged warranty deed conveying the property to the Buyer for delivery to the Buyer upon payment of the Purchase Price.

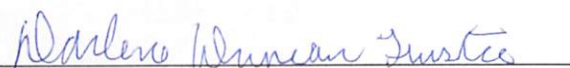
7. Breach or Failure to Close. If, after the Seller has performed its obligations under this Contract, and within five (5) days after the date specified for closing under Paragraph 6, the Buyer fails to make the payments or to perform any other obligation of the Buyer under this Contract, then all sums theretofore paid on the purchase price shall, at the option of Seller, be retained as such or as liquidated damages for the breach of this Contract by Buyer, and both parties shall be released from all obligations hereunder or Seller may pursue any other legal remedy. Should Buyer perform all of the obligations of Buyer hereunder and Seller shall breach this Contract or fail to perform any of Seller's obligations hereunder, then Buyer shall be entitled either to cancel or terminate this Contract, and receive a refund of any moneys heretofore paid, or pursue any other legal remedy.
8. Closing Costs. Buyer is to pay Closing Costs.
9. Effect. This Contract shall be executed in triplicate and, when executed by both Seller and Buyer, shall be binding and inure to the benefit of Seller and Buyer, their heirs, successors and assigns. This Contract sets forth the complete understanding of Seller and Buyer and supersedes all previous negotiations, representations and agreements between them and their agents. This Contract can only be amended by written agreement by Seller and Buyer. Time is of the essence.

Approved by the Buyer this 22 day of June, 2015.

  
\_\_\_\_\_  
Jerald Gilbert, City Manager

Approved by the Seller this 19<sup>th</sup> day of June, 2015.

  
\_\_\_\_\_  
Ronald Duncan – Trustee

  
\_\_\_\_\_  
Darlene Duncan - Trustee



**NOTICE OF ASSIGNMENT**

TO: CITY OF ENID, OKLAHOMA, an Oklahoma Municipal Corporation

FROM: RONALD DUNCAN, TRUSTEE OF THE RONALD DUNCAN REVOCABLE TRUST OF MARCH 18, 2003 AND DARLENE DUNCAN, TRUSTEE OF THE DARLENE DUNCAN REVOCABLE TRUST OF MARCH 18, 2003

DATE: June 19, 2015,

You are hereby notified that all of our rights and interest in and to that certain CONTRACT FOR THE SALE OF REAL ESTATE dated June 19, 2015, relative to the sale of real property in Garfield County, State of Oklahoma, more particularly described therein, have been assigned to Reverse Properties, LLC, as qualified intermediary, for purposes of completing a like-kind exchange of property under Section 1031 of the Internal Revenue Code of 1986, as amended.

DATED AND PRESENTED this 19<sup>th</sup> day of June, 2015.

RONALD DUNCAN, TRUSTEE OF THE  
RONALD DUNCAN REVOCABLE  
TRUST OF MARCH 18, 2003 AND  
DARLENE DUNCAN, TRUSTEE OF THE  
DARLENE DUNCAN REVOCABLE  
TRUST OF MARCH 18, 2003

Ronald Duncan Trustee  
RONALD DUNCAN, TRUSTEE

Darlene Duncan Trustee  
DARLENE DUNCAN, TRUSTEE

ACKNOWLEDGED AND ACCEPTED THIS 22 day of June, 2015.

CITY OF ENID, A MUNICIPAL  
CORPORATION

BY: Jerald Gilbert  
Jerald Gilbert, City Manager

**City Commission Meeting**

9. 17.

**Meeting Date:** 08/18/2015

**Submitted By:** Ashley Keim, Executive Assistant

**SUBJECT:**

**AWARD A CONTRACT TO RURAL ELECTRIC, INC., MESA, ARIZONA, IN THE AMOUNT OF \$877,995.00, TO REPLACE RUNWAY 35 INSTRUMENT LANDING SYSTEM (ILS), MEDIUM INTENSITY APPROACH LIGHTS SYSTEM (MALS), AND PRECISION APPROACH PATH INDICATOR (PAPI), FOR THE RUNWAY 17/35 EXTENSION PROJECT AT ENID WOODRING REGIONAL AIRPORT, PROJECT NO. A-1301E, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS AFTER REVIEW BY THE CITY ATTORNEY.**

**BACKGROUND:**

Bids for this project were opened on August 13, 2015. Two firms responded, with Rural Electric, Inc. submitting the lowest, responsible bid.

Rural Electric, Inc. Mesa, Arizona	\$877,995.00
Libra Electric Company Oklahoma City, OK	\$1,398,154.00
Engineer's Estimate	\$950,000.00

The Oklahoma Strategic Military Planning Commission will provide \$193,256.00 to help fund the project, with the City of Enid providing the remaining funds.

**RECOMMENDATION**

Award contract to Rural Electric, Inc. in the amount of \$877,995.00, and authorize the Mayor to execute all contract documents after review by City Attorney.

**PRESENTER:**

Dan Ohnesorge, Airport Director.

**Fiscal Impact**

**Budgeted Y/N:** Y  
**Amount:** \$877,995.00  
**Funding Source:**  
OSMPC Grant and Airport Fund.

**Attachments**

Canvass of Bids

## TABULATION OF BIDS

Replace Runway 35 Instrument Landing System (ILS), Medium Intensity Approach Light System (MALSR), and Precision Approach Path Indicator (PAPI)  
A-1301E  
Enid Woodring Regional Airport

8/13/2015  
Bids Opened: 11:10 AM  
City Council Chambers  
Enid, Oklahoma

Item	Description	Quantity		Libra Electric Company		Rural Electric		Engineer's Estimate	
				Unit Price \$	Amount \$	Unit Price \$	Amount \$	CEC	
								Unit Price \$	Amount \$
<b>Base Bid</b>									
1	Mobilization	1	LS	\$ 77,000.00	77,000.00	\$ 62,000.00	62,000.00	\$ 69,000.00	69,000.00
2	Closed Runway Crosses	1	LS	\$ 3,260.00	3,260.00	\$ 1,400.00	1,400.00	\$ 2,750.00	2,750.00
3	Low Profile Flag & Flasher Barricades	1	LS	\$ 6,600.00	6,600.00	\$ 3,850.00	3,850.00	\$ 4,000.00	4,000.00
4	Construction Staking	1	LS	\$ 10,000.00	10,000.00	\$ 12,000.00	12,000.00	\$ 10,000.00	10,000.00
5	Temporary Erosion Control (Silt Fence)	55	LF	\$ 6.80	374.00	\$ 4.00	220.00	\$ 4.00	220.00
6	Geotextile Fabric	7,400	SY	\$ 5.20	38,480.00	\$ 2.00	14,800.00	\$ 3.40	25,160.00
7	6" Aggregate Base, Type A	960	SY	\$ 24.00	23,040.00	\$ 15.00	14,400.00	\$ 18.00	17,280.00
8	6" Lime Treated Subgrade	960	SY	\$ 22.00	21,120.00	\$ 10.00	9,600.00	\$ 10.00	9,600.00
9	Hydrated Lime	12	TON	\$ 305.00	3,660.00	\$ 225.00	2,700.00	\$ 250.00	3,000.00
10	6" Structural Portland Cement Concrete	30	SY	\$ 135.00	4,050.00	\$ 150.00	4,500.00	\$ 150.00	4,500.00
11	6" Traffic Bound Surface Course, Type E	6,470	SY	\$ 19.00	122,930.00	\$ 15.00	97,050.00	\$ 20.00	129,400.00
12	2" Hot Mix Asphalt Superpave Type S4 (PG 64-22 OK)	105	TON	\$ 450.00	47,250.00	\$ 200.00	21,000.00	\$ 200.00	21,000.00
13	18" CGMP Storm Sewer W/Prefabricated End Sections	22	LF	\$ 125.00	2,750.00	\$ 200.00	4,400.00	\$ 150.00	3,300.00
14	Bore 4" HDPE Duct with Guard Wire and Ground Rods	300	LF	\$ 45.50	13,650.00	\$ 29.00	8,700.00	\$ 70.00	21,000.00
15	7' Tall Galvanized Chain Link Fence with 1' Climb Barrier	650	LF	\$ 40.00	26,000.00	\$ 46.00	29,900.00	\$ 45.00	29,250.00
16	4' Single Swing Gate	7	EA	\$ 545.00	3,815.00	\$ 900.00	6,300.00	\$ 700.00	4,900.00
17	Bollards	7	EA	\$ 545.00	3,815.00	\$ 675.00	4,725.00	\$ 600.00	4,200.00
18	Relocate AWOS Electrical Service	1	LS	\$ 2,625.00	2,625.00	\$ 2,300.00	2,300.00	\$ 2,000.00	2,000.00
19	Localizer Electrical Service	1	LS	\$ 13,280.00	13,280.00	\$ 14,000.00	14,000.00	\$ 12,000.00	12,000.00
20	Localizer Foundations	1	LS	\$ 123,000.00	123,000.00	\$ 46,270.00	46,270.00	\$ 39,000.00	39,000.00
21	Localizer Shelter and Equipment Relocation	1	LS	\$ 27,950.00	27,950.00	\$ 14,000.00	14,000.00	\$ 12,540.00	12,540.00
22	Localizer Antenna Electrical	1	LS	\$ 27,950.00	27,950.00	\$ 16,500.00	16,500.00	\$ 15,000.00	15,000.00
23	Localizer Antenna Replacement	1	LS	\$ 25,000.00	25,000.00	\$ 10,100.00	10,100.00	\$ 10,000.00	10,000.00
24	Remove Previously Installed Localizer Foundations	1	LS	\$ 24,590.00	24,590.00	\$ 8,000.00	8,000.00	\$ 10,000.00	10,000.00
25	Localizer Ground Check Markers	12	EA	\$ 305.00	3,660.00	\$ 460.00	5,520.00	\$ 350.00	4,200.00
26	Localizer Antenna Cables	1	LS	\$ 16,725.00	16,725.00	\$ 7,000.00	7,000.00	\$ 11,000.00	11,000.00
27	Glide Slope Preparation and Foundations	1	LS	\$ 53,200.00	53,200.00	\$ 18,600.00	18,600.00	\$ 20,000.00	20,000.00
28	Glide Slope Electrical Service	1	LS	\$ 16,650.00	16,650.00	\$ 10,500.00	10,500.00	\$ 15,000.00	15,000.00
29	Glide Slope Installation	1	LS	\$ 37,340.00	37,340.00	\$ 12,200.00	12,200.00	\$ 26,000.00	26,000.00
30	Remove Previously Installed GS Equip. and Foundations	1	LS	\$ 9,850.00	9,850.00	\$ 4,760.00	4,760.00	\$ 3,500.00	3,500.00
31	Climbing Safety Rail System	1	LS	\$ 8,350.00	8,350.00	\$ 7,700.00	7,700.00	\$ 5,000.00	5,000.00
32	RWY 35 MALSR Shelter Foundation	1	LS	\$ 16,310.00	16,310.00	\$ 8,050.00	8,050.00	\$ 9,000.00	9,000.00
33	RWY 35 MALSR Shelter Installation	1	LS	\$ 10,000.00	10,000.00	\$ 3,800.00	3,800.00	\$ 4,700.00	4,700.00
34	RWY 35 MALSR Electrical Service and Grounding	1	LS	\$ 20,540.00	20,540.00	\$ 16,900.00	16,900.00	\$ 15,000.00	15,000.00
35	RWY 35 MALSR Threshold Bar	1	LS	\$ 88,760.00	88,760.00	\$ 30,250.00	30,250.00	\$ 26,000.00	26,000.00
36	EMT Light Bar	2	EA	\$ 21,370.00	42,740.00	\$ 12,750.00	25,500.00	\$ 10,000.00	20,000.00
37	MALS MG-20 L.I.R. Support	7	EA	\$ 10,200.00	71,400.00	\$ 13,000.00	91,000.00	\$ 12,000.00	84,000.00
38	RAIL MG-20 L.I.R. Support	5	EA	\$ 11,640.00	58,200.00	\$ 14,900.00	74,500.00	\$ 12,000.00	60,000.00
39	Station 10+84 Distribution Panel	1	LS	\$ 31,500.00	31,500.00	\$ 19,600.00	19,600.00	\$ 20,000.00	20,000.00
40	MALSR Cable, Conduit, Trench and Backfill	1	LS	\$ 180,590.00	180,590.00	\$ 93,700.00	93,700.00	\$ 127,500.00	127,500.00
41	Electrical Service PAPI Runway 35	1	LS	\$ 16,500.00	16,500.00	\$ 10,700.00	10,700.00	\$ 10,000.00	10,000.00
42	Relocation of L-880 PAPI on Runway 35	1	LS	\$ 62,350.00	62,350.00	\$ 25,900.00	25,900.00	\$ 28,000.00	28,000.00
43	Remove Previously Installed PAPI Equipment	1	LS	\$ 1,300.00	1,300.00	\$ 2,100.00	2,100.00	\$ 2,000.00	2,000.00
44	Third Party Insurance	1	LS	\$ -	0.00	\$ 1,000.00	1,000.00	\$ -	0.00
<b>Total Base Bid</b>				<b>\$1,398,154.00</b>		<b>\$877,995.00</b>		<b>\$950,000.00</b>	

**City Commission Meeting**

9. 18.

**Meeting Date:** 08/18/2015

**Submitted By:** Ashley Keim, Executive Assistant

---

**SUBJECT:**

APPROVE AMENDMENT NO. 7 TO THE OWNER-ENGINEER AGREEMENT DATED APRIL 16, 2013 WITH CEC CORPORATION (FORMERLY COBB ENGINEERING) OKLAHOMA CITY, OKLAHOMA FOR CONSTRUCTION ADMINISTRATION, CONSTRUCTION INSPECTION AND PREPARATION OF "AS-BUILT" RECORD DRAWINGS REQUIRED BY THE FEDERAL AVIATION ADMINISTRATION (FAA) TO SUPPORT REPLACING RUNWAY 35 INSTRUMENT LANDING SYSTEM (ILS), MEDIUM INTENSITY APPROACH LIGHTS SYSTEM (MALSR), AND PRECISION APPROACH PATH INDICATOR (PAPI), FOR THE RUNWAY 17/35 EXTENSION PROJECT AT ENID WOODRING REGIONAL AIRPORT, PROJECT NO. A-1301E.

**BACKGROUND:**

This amendment will provide for construction administration, inspector oversight, and preparation of "as-built" drawings required by the FAA, at an additional cost of \$187,150.00.

**RECOMMENDATION**

Approve Amendment.

**PRESENTER:**

Dan Ohnesorge, Airport Director.

---

**Fiscal Impact**

**Budgeted Y/N:** N  
**Amount:** \$187,150.00  
**Funding Source:**  
Airport Fund

---

**Attachments**

Amendment No. 7

---

**AMENDMENT NO. 7 TO OWNER-ENGINEER AGREEMENT**

**Subject of Amendment: Airport Improvement**

**1. Background Data:**

- a. Effective Date of OWNER-ENGINEER Agreement: April 16, 2013
- b. OWNER: City of Enid
- c. ENGINEER: Cobb Engineering Company
- d. Project: Replace Runway 35 Instrument Landing System (ILS), Medium Intensity Approach Lights System (MALSR), and Precision Approach Path Indicator (PAPI) - A-1301E

**2. Nature of Amendment**

Additional Services to be performed by ENGINEER

**3. Description of Amendment**

See Attachment 1, "Additions"

OWNER and ENGINEER hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is \_\_\_\_\_.

OWNER:

\_\_\_\_\_ City of Enid \_\_\_\_\_

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

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

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

ATTEST:

\_\_\_\_\_  
(SEAL)

ENGINEER:

\_\_\_\_\_ Cobb Engineering Company \_\_\_\_\_

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

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

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

ATTEST:

\_\_\_\_\_  
Secretary (SEAL)

This is Attachment 1, consisting of 1 page,  
to **Amendment No. 7**, dated \_\_\_\_\_.

Initial:

OWNER \_\_\_\_\_  
ENGINEER \_\_\_\_\_

**Additions**

---

A1. ENGINEER shall perform the following Additional Services:

- a. Construction Administration
  - i. Preparation of Contract Documents
  - ii. Review of Contractor Material Submittals for Civil/Structural Items
  - iii. Electrical Engineer Review of all components for compliance with FAA requirements
  - iv. Coordination with FAA NAVAIDs Engineering Division
  - v. Attendance of Pre-Construction Meeting
  - vi. 5 Construction Site Visits (Monthly or as needed)
  - vii. Review and Approval of Contractor Pay Estimates
  - viii. Preparation of Change Orders (as needed)
  - ix. Attendance of Final Inspection
  
- b. Construction Inspection
  - i. Provide Resident Project Representative with Responsibilities as detailed in Exhibit D of the Owner-Engineer Agreement, dated April 16, 2013.
  - ii. Per diem and lodging shall be billed based on current US General Services Administration (GSA) published rates.
  - iii. If additional site visits by the Engineer are requested by the Owner, in addition to those provided in Item "a" above, time for such visits shall be billed under this item.
  
- c. Prepare "As-Built" Record Drawings
  - i. Drawings shall be prepared as required by Article 3, Section C, Item 23 of FAA Reimbursable Agreement AJW-FN-CSA-14-2141.
  - ii. This item may also be used if field changes during construction, made at the direction of the FAA, require additional drawings, exhibits, or engineering calculations to be distributed, with written approval from the Airport Director.

A2 For the Additional Services set forth above, OWNER shall pay ENGINEER the following additional compensation:

- a. Lump Sum \$ 60,750
- b. Hourly, Not To Exceed \$121,400
- c. Hourly, Not To Exceed \$ 5,000

**City Commission Meeting**

9. 19.

**Meeting Date:** 08/18/2015

**Submitted By:** Ashley Keim, Executive Assistant

---

**SUBJECT:**

**APPROVE CHANGE ORDER NO. 2 WITH TTK CONSTRUCTION COMPANY, INC., EDMOND, OKLAHOMA, TO MODIFY LIQUIDATED DAMAGES FOR PHASE 2A OF THE EXTEND AND LIGHT RUNWAY 17/35 AND PARALLEL TAXIWAY PROJECT AT ENID WOODRING REGIONAL AIRPORT, PROJECT NO. A-1301D, AT NO ADDITIONAL COST TO THE CITY.**

**BACKGROUND:**

During the initial restriping of Runway 35 last October, TTK's sub-contractor took 44 hours longer than contracted to complete the project. As a result, the runway was closed for two additional days beyond the contract agreement. Once the sub-contractor realized that they could not meet the required time, they chose to "eat" the liquidated damages, assessed at \$100.00 per hour, rather than rent additional equipment to complete the project on time.

In three months, the runway will again be restriped for its final configuration. TTK desires to use the same sub-contractor for the project. However, per TTK's contract documents, and with sufficient justification, the City of Enid may reject utilization of any sub-contractor. An agreement was reached between the Airport Director and TTK that would allow the same sub-contractor to perform the work, if they agreed to increase the liquidated damage amount. Liquidated damages in the amount of \$1,000.00/hour was then agreed upon by all parties.

**RECOMMENDATION**

Approve Change Order No 2.

**PRESENTER:**

Dan Ohnesorge, Airport Director.

---

**Attachments**

Change Order #2

---

**CHANGE ORDER**

Project: Extend and Light Runway 17-35 and Parallel Taxiway AIP No. 3-40-0028-026-2014, OAC WDG-15-FS	Change Order No. 2
Project Description: Extend and Light Runway 17-35 and Parallel Taxiway	
Requested Changes & Reasons: Modification of Liquidated Damages for Phase 2A	
LOCATION: Enid, Oklahoma	

The above will necessitate the following changes in quantities and estimates, which will be shown as overruns and underruns on future progressive estimates and vouchers.

Item	Description	Quantity	Unit Price \$	Amount \$	Days Req'd
	Liquidated damages specified under Phase 2A Note 3, on sheet 08 of the plans, shall be increased to \$1,000.00 per hour.			0	0 W
<b>Total this Change Order</b>				<b>0</b>	<b>0 W</b>
<b>Existing Contract</b>				<b>4,927,175.13</b>	<b>180 W</b>
<b>Final Contract</b>				<b>\$4,927,175.13</b>	<b>180 W</b>

The prices for additional items have been compared with other contract prices and are fair for the amount of work involved.

7-29-15

Date

*[Signature]*

CEC Corporation

Approved by the City of Enid this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

William E. Shewey, Mayor

We, TTK Construction Co., Inc., contractor on the above project, do hereby agree to a net change in the contract of \$0 and 0 working days as full compensation for making the above changes in accordance with the governing specifications.

TTK Construction Co., Inc.,

*[Signature]*

Tim Duit, President

Subscribed and sworn before me this 15th day of July, 2015.

My Commission Expires:

9-3-18



*[Signature]*  
Notary Public



**City Commission Meeting**

9. 20.

**Meeting Date:** 08/18/2015

**Submitted By:** Ashley Keim, Executive Assistant

---

**SUBJECT:**

**APPROVE CHANGE ORDER NO. 1 IN AN AMOUNT NOT TO EXCEED \$20,000.00, WITH KEYSTONE SERVICES, INC., BIXBY, OKLAHOMA, TO PROVIDE PAVEMENT CRACK/JOINT SEALING AT ENID WOODRING REGIONAL AIRPORT, PROJECT NO. R-1506A.**

**BACKGROUND:**

On June 16, 2015, the Enid City Commission awarded Keystone Services, Inc., a contract to apply crack/joint sealant on approximately eight miles of city streets. After discussions with Keystone's management, the firm has agreed to apply crack/sealant at the same rate on certain apron, parking areas, and a street at Enid Woodring Regional Airport, at a cost not to exceed \$20,000.00.

**RECOMMENDATION**

Approve Change Order No 1.

**PRESENTER:**

Dan Ohnesorge, Airport Director.

---

**Fiscal Impact**

**Budgeted Y/N:** Y  
**Amount:** \$20,000.00  
**Funding Source:**  
Airport Fund.

---

**Attachments**

Change Order #1

---

## City of Enid Change Order

Project Title: 2015 Crack Seal Program  
 Project Number: R-1506A  
 Change Order No.: One (1)  
 Contractor: Keystone Services Inc  
 Date: August 4, 2015

Route and then apply Bituminous pavement Crack/Joint Sealant Type "B" Material Zone 4 at Woodring Regional Airport South apron, Boeing Drive and Terminal parking lot. Total area to be covered approximately 155,000 sq ft.

No.	Quan.	Unit	Item	Unit Price	Total Price
<b>ADD</b>					
	44,444.00	LF	Bituminous Pavement Crack/Joint Sealant Routing Zone 4	\$ 0.17	\$ 7,555.48
	8,763.00	LBS.	Bituminous Pavement Crack/Joint Sealant Type "B" Sealant Material Zone 4	\$ 1.42	\$ 12,444.52
<b>Total</b>					<b>\$ 20,000.00</b>

Original Contract:	\$ 100,000.00
Revised Contract by any prior change orders:	\$ -
Change Order - add or (deduct):	\$ 20,000.00
Revised Contract:	\$ 120,000.00

\_\_\_\_\_  
 City Engineer  
 Date: \_\_\_\_\_

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

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

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

**City Commission Meeting**

**9. 21.**

**Meeting Date:** 08/18/2015

**Submitted By:** Linda Parks, City Clerk

---

**SUBJECT:**

**APPROVAL OF CLAIMS IN THE AMOUNT OF \$2,418,556.96.**

**BACKGROUND:**

**RECOMMENDATION**

**PRESENTER:**

---

**Attachments**

Claims List 8-18-15

JP Morgan 8-18-15

---

## PURCHASE ORDER CLAIMS LIST

8/18/2015

FUND 10 DEPT 000 - N.A.

01-00565	STAERKEL VET CLINIC	PO0130140	REIMB/SPAY/NEUTER	\$24.00
01-02082	AT&T MOBILITY	PO0129982	MONTHLY SERVICE 8/15	\$5,423.67
01-03030	OKLAHOMA UNIFORM BUILDING CODE	PO0130161	OUBCC FEE 7/15	\$544.00
01-03255	TRI-COUNTY VET, LLC	PO0130139	REIMB/SPAY/NEUTER	\$110.00
01-03718	BUSINESS WORLD, INC.	PO0130006	MONTHLY SERVICE 8/15	\$102.84
01-04340	STEINERT VETERINARY CLINIC, INC.	PO0130141	REIMB/SPAY/NEUTER	\$80.00
01-04687	EARNHEART OIL, INC.	PO0129840	DIESEL/ST	\$12,364.68
01-04830	MCFADDEN, REBECCA	PO0129925	REFUND/POOL RENTAL	\$125.00
01-04831	KULI, SEMON	PO0129927	REFUND/POOL RENTAL	\$300.00
01-04832	YOUNGER, MONNA	PO0129929	REFUND/POOL RENTAL	\$125.00
01-04836	TOWERS, KATHERINE	PO0130069	REFUND/ADOPTION FEE	\$95.00
01-04838	COSTELLANOS, MARIA	PO0130160	REFUND/PARK RENTAL	\$150.00
01-05041	ENID PET HOSPITAL	PO0130155	REIMB/SPAY/NEUTER	\$632.00
01-15125	OK GAS & ELECTRIC	PO0129983	MONTHLY SERVICE 7/15	\$6,431.73
01-15125	OK GAS & ELECTRIC	PO0130044	MONTHLY SERVICE 7/15	\$1,998.26
01-15125	OK GAS & ELECTRIC	PO0130045	MONTHLY SERVICE 7/15	\$625.08
01-15125	OK GAS & ELECTRIC	PO0130046	MONTHLY SERVICE 7/15	\$33,210.46
01-15125	OK GAS & ELECTRIC	PO0130047	MONTHLY SERVICE 7/15	\$2,320.46
01-15125	OK GAS & ELECTRIC	PO0129992	MONTHLY SERVICE 8/15	\$66,357.84
01-15127	OK NATURAL GAS	PO0130048	MONTHLY SERVICE 7/15	\$506.24
01-15127	OK NATURAL GAS	PO0129991	MONTHLY SERVICE 8/15	\$277.17
01-16004	PDQ PRINTING	PO0130025	LOGO ENVELOPES/ST	\$175.00
01-16010	PIONEER TELEPHONE CO., INC.	PO0129915	MONTHLY SERVICE 8/15	\$322.59
01-19047	AT & T	PO0129913	MONTHLY SERVICE 8/15	\$1,610.31
01-30420	OLSON ANIMAL HOSPITAL, INC.	PO0130153	REIMB/SPAY/NEUTER	\$450.00
01-33090	CAT CLINIC, INC.	PO0130131	REIMB/SPAY/NEUTER	\$60.00
01-57310	PURCHASE POWER	PO0130028	POSTAGE RESERVE 8/15	\$4,000.00
01-67400	WESTEL	PO0130038	MONTHLY SERVICE 7/15	\$388.49
01-80343	FENTRESS OIL COMPANY, INC.	PO0129839	OIL/ST	\$1,212.52
01-80343	FENTRESS OIL COMPANY, INC.	PO0130076	OIL/ST	\$1,144.60
01-80343	FENTRESS OIL COMPANY, INC.	PO0130092	OIL/ST	\$1,559.90
			<u>N.A. TOTAL</u>	<u>\$142,726.84</u>

FUND 10 DEPT 100 - ADM. SERVICES

01-01163	ADVANCED WATER SOLUTIONS	PO0130023	WATER COOLER RENTAL 8/15	\$43.50
01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$1,654.64
01-03438	ENID CONVENTION & VISITORS BUREAU	PO0129901	BAGS/MAGNETS/CANDY	\$7.75
01-04068	OKLAHOMA SOCIETY OF CPAs	PO0129943	ANNUAL OSCPA DUES/J GILBERT	\$320.00
01-04116	DOWNTOWN THREADS	PO0129981	LOGO SHIRTS (2)	\$51.08
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0129919	JANITORIAL SERVICE 7/15	\$1,448.40
01-04569	DESTINY SOFTWARE, INC.	PO0129967	ANNUAL HOSTING RENEWAL	\$6,200.00
01-04680	ENID EVENT CENTER	PO0129817	EVENT TICKETS (30)	\$974.00
01-04680	ENID EVENT CENTER	PO0129969	EVENT TICKETS (4)	\$156.00
			<u>ADM. SERVICES TOTAL</u>	<u>\$10,855.37</u>

FUND 10 DEPT 110 - HUMAN RESOURCES

01-01338	J & P SUPPLY, INC.	PO0130060	CLEANER/DEODORANT/BROOMS	\$344.32
01-01338	J & P SUPPLY, INC.	PO0130149	TOWELS/LINERS/CUPS/CREAMER	\$410.36
01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$1,086.47

01-02082	AT&T MOBILITY	PO0130147	IPAD DATA PLAN 8/15	\$16.66
01-05134	ENID NEWS & EAGLE	PO0130057	CLASS RECRUITMENT	\$362.00
01-15007	OK MUNICIPAL LEAGUE, INC.	PO0129968	ANNUAL LABOR RELATIONS FEE	\$550.00
01-18022	RUSCO PLASTICS	PO0130061	RETIREMENT PLAQUE	\$32.95
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0130150	DRUG SCREENING	\$45.00
01-51430	ENID P T PROFESSIONALS	PO0130058	PHYSICALS (7)	\$1,050.00
			<b>HUMAN RESOURCES TOTAL</b>	<b>\$3,897.76</b>

FUND 10 DEPT 120 - LEGAL SVCS.

01-00526	WHITLEY, CALVIN	PO0130001	WC/MEDICAL	\$75.67
01-00612	PHYSICIANS GROUP, LLC	PO0129989	WC/MEDICAL	\$308.27
01-01284	MOORAD, AMAL E. MD.	PO0129854	WC/MEDICAL	\$290.37
01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$207.46
01-01800	COMMUNITY HOSPITAL, LLC	PO0129995	WC/MEDICAL	\$146.12
01-01800	COMMUNITY HOSPITAL, LLC	PO0129999	WC/MEDICAL	\$1,752.60
01-02131	LEXISNEXIS	PO0130156	MONTHLY SERVICE 7/15	\$1,012.00
01-02425	MCGEE EYE INSTITUTE	PO0130002	WC/MEDICAL	\$194.51
01-03564	WINSTON SERVICES, INC.	PO0129857	WC/MEDICAL	\$898.40
01-03921	EXPRESS SCRIPTS, INC.	PO0129860	WC/MEDICAL	\$263.52
01-03921	EXPRESS SCRIPTS, INC.	PO0129861	WC/MEDICAL	\$418.51
01-03921	EXPRESS SCRIPTS, INC.	PO0129862	WC/MEDICAL	\$136.66
01-03921	EXPRESS SCRIPTS, INC.	PO0130000	WC/MEDICAL	\$1,142.65
01-04425	STREAMCARE LLC	PO0129998	WC/MEDICAL	\$3,760.09
01-04789	MOORAD, AMAL E., MD	PO0129996	WC/MEDICAL	\$400.00
01-04833	OKLAHOMA SPINE AND MUSCULOSKELETAL	PO0129997	WC/MEDICAL	\$226.20
01-04834	MOGG, RODNEY R	PO0130004	WC/MEDICAL	\$103.50
01-16006	PHILLIPS PRINTING, INC.	PO0129962	COURT ORDERS (2000)	\$428.00
01-33380	OPFER, DAVID	PO0129814	WC/MEDICAL	\$317.36
01-33380	OPFER, DAVID	PO0129934	WC/MEDICAL	\$317.36
01-39640	RADIOLOGY ASSOC. OF ENID	PO0129993	WC/MEDICAL	\$123.15
01-80416	BOETTCHER LAW OFFICE INC	PO0129863	WC/MEDICAL	\$113.93
			<b>LEGAL SVCS. TOTAL</b>	<b>\$12,636.33</b>

FUND 10 DEPT 140 - SAFETY

01-01163	ADVANCED WATER SOLUTIONS	PO0129975	MONTHLY SERVICE 8/15	\$15.15
01-01227	AUTRY VO-TECH CENTER	PO0129918	HEARING SCREENING 7/15	\$560.00
01-01227	AUTRY VO-TECH CENTER	PO0129920	SAFETY TRAINING 7/15	\$20.00
01-01227	AUTRY VO-TECH CENTER	PO0129818	SAFETY TRAINING 7/15	\$60.00
01-01227	AUTRY VO-TECH CENTER	PO0130039	SAFETY TRAINING 7/15	\$20.00
01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$87.82
01-02034	OKLA. DEPT. OF LABOR	PO0129837	BOILER INSPECTION FEE 7/15	\$25.00
			<b>SAFETY TOTAL</b>	<b>\$787.97</b>

FUND 10 DEPT 150 - PR/MARKETING

01-01082	CLASSIC PRINTING	PO0129971	COE NEWSLETTER 9/15	\$1,680.00
01-01163	ADVANCED WATER SOLUTIONS	PO0129970	MONTHLY SERVICE 8/15	\$8.50
01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$24.97
01-02421	SUDDENLINK	PO0129980	MONTHLY SERVICE 8/15	\$400.90
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0129919	JANITORIAL SERVICE 7/15	\$80.00
			<b>PR/MARKETING TOTAL</b>	<b>\$2,194.37</b>

FUND 10 DEPT 200 - GENERAL GOVERNMENT

01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$565.62
01-02656	ROGGOW CONSULTING	PO0129432	CONSULTING SERVICE 8/15	\$4,000.00
01-03218	MCMORROW-LOVE, MARGARET	PO0129973	PROFESSIONAL LEGAL SERVICE	\$3,657.48
01-05134	ENID NEWS & EAGLE	PO0130120	PUBLICATIONS	\$63.80
01-16145	PETTY CASH	PO0130137	REIMB/FILING FEES	\$85.00
01-16145	PETTY CASH	PO0130159	REIMB/TITLE TRANSFER	\$25.00
01-16145	PETTY CASH	PO0130159	REIMB/LIEN COPIES	\$1.00
01-39700	GARFIELD CO. LEGAL NEWS	PO0130146	PUBLICATIONS	\$191.55
01-70700	US GEOLOGICAL SURVEY	PO0129834	SKELETON CREEK MAINTENANCE	\$19,500.00
			<u>GENERAL GOVERNMENT TOTAL</u>	<u>\$28,089.45</u>

FUND 10 DEPT 210 - ACCOUNTING

01-01163	ADVANCED WATER SOLUTIONS	PO0129966	MONTHLY SERVICE 8/15	\$30.55
01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$20.00
01-16004	PDQ PRINTING	PO0130025	ENVELOPES	\$85.00
01-16145	PETTY CASH	PO0130137	NOTARY RENEWAL/BOND/J SMITH	\$83.90
			<u>ACCOUNTING TOTAL</u>	<u>\$219.45</u>

FUND 10 DEPT 220 - RECORDS & RECEIPTS

01-16145	PETTY CASH	PO0130137	DRAWER SHORTAGE (2)	\$20.00
			<u>RECORDS &amp; RECEIPTS TOTAL</u>	<u>\$20.00</u>

FUND 10 DEPT 250 - INFORMATION TECHNOLOGY

01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$2,104.34
01-49880	DELL MARKETING, LP	PO0129538	COMPUTER	\$1,920.97
01-58430	CDW COMPUTER CENTER INC	PO0129537	VMWARE LICENSE/SUPPORT 15-16	\$10,945.88
			<u>INFORMATION TECHNOLOGY TOTAL</u>	<u>\$14,971.19</u>

FUND 10 DEPT 300 - COMMUNITY DEVELOPMENT

01-02465	PICTOMETRY	PO0130005	LICENSED IMAGING SERVICE	\$2,097.66
			<u>COMMUNITY DEVELOPMENT TOTAL</u>	<u>\$2,097.66</u>

FUND 10 DEPT 350 - CODE ENFORCEMENT

01-02082	AT&T MOBILITY	PO0130009	MONTHLY SERVICE 7/15	\$47.76
01-04732	DEAL LAWN CARE	PO0129891	MOW/1405 SENECA	\$150.00
01-04732	DEAL LAWN CARE	PO0129926	MOW/710 E CHESTNUT	\$75.00
01-04732	DEAL LAWN CARE	PO0129928	MOW/1214 N 16TH	\$75.00
01-04732	DEAL LAWN CARE	PO0129930	MOW/1634 W JAMES	\$150.00
01-04732	DEAL LAWN CARE	PO0129931	MOW/2604 N QUINCY	\$150.00
01-04732	DEAL LAWN CARE	PO0129932	MOW/313 W CHERRY	\$140.00
01-04732	DEAL LAWN CARE	PO0129935	MOW/620 W CHEROKEE	\$75.00
01-04732	DEAL LAWN CARE	PO0129936	MOW/1301 N ADAMS	\$75.00
01-04732	DEAL LAWN CARE	PO0129821	MOW/404 N 4TH	\$150.00
01-04732	DEAL LAWN CARE	PO0130012	MOW/1505 E MAPLE	\$75.00

01-04732	DEAL LAWN CARE	PO0130013	MOW/2106 E ASH	\$75.00
01-04732	DEAL LAWN CARE	PO0130014	MOW/1420 W PINE	\$75.00
01-04732	DEAL LAWN CARE	PO0130015	MOW/109 W OAK	\$75.00
01-04766	CLM MOWING	PO0130008	MOW/1621 W CHEROKEE	\$100.00
01-04766	CLM MOWING	PO0130010	MOW/1559 N QUINCY	\$100.00
01-16145	PETTY CASH	PO0130133	REIMB/FILING FEES	\$288.00
01-16145	PETTY CASH	PO0130159	REIMB/FILING FEES	\$169.00
01-49880	DELL MARKETING, LP	PO0129155	COMPUTER	\$2,723.84
01-80177	ALVARADO'S QUALITY MOWING	PO0129822	MOW/508 S PIERCE	\$100.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129823	MOW/720 N MONROE	\$69.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129824	MOW/418 N 11TH	\$69.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129828	MOW/625 E YORK	\$69.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129829	MOW/118 E YORK	\$164.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129830	MOW/212 E YORK	\$69.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129831	MOW/1415 E OKLAHOMA	\$164.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129832	MOW/1517 S 2ND	\$164.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129833	MOW/613 E WABASH	\$69.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129978	MOW/1755 E MAINE	\$69.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129978	MOW/802 S INDEPENDENCE	\$164.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129978	MOW/224 W ILLINOIS	\$69.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129978	MOW/218 W YORK	\$69.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129978	MOW/228 W ILLINOIS	\$69.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129978	MOW/355 E HEMLOCK	\$69.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129978	MOW/608 W NAGEL	\$69.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129978	MOW/405 E STATE	\$69.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129978	MOW/406 E WABASH	\$69.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129978	MOW/313 E OHIO	\$164.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129978	MOW/1342 E CHERRY	\$69.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129978	MOW/1132 E GARRIOTT	\$164.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129978	MOW/616 N CENTRAL	\$69.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129978	MOW/309 E INDIANA	\$69.00
01-80177	ALVARADO'S QUALITY MOWING	PO0130007	MOW/1406 N CENTRAL	\$69.00
01-80224	T & M PRINTING, INC.	PO0130011	BUSINESS CARDS/S LOCKE	\$29.95
			<u>CODE ENFORCEMENT TOTAL</u>	<u>\$7,055.55</u>

FUND 10 DEPT 400 - ENGINEERING

01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$245.90
01-02116	MESHEK & ASSOCIATES, PLC	PO0122887	G-1502A PROFESSIONAL SERVICE	\$937.50
01-02465	PICTOMETRY	PO0130005	LICENSED IMAGING SERVICE/SUPPORT	\$2,097.68
01-16145	PETTY CASH	PO0130154	REIMB/TRAVEL/M KATTA	\$133.60
01-16145	PETTY CASH	PO0130158	REIMB/TRAVEL/L SHELDON	\$19.46
01-16145	PETTY CASH	PO0130158	REIMB/TRAVEL/J ORTIZ-LOPEZ	\$18.01
01-16145	PETTY CASH	PO0130158	REIMB/TRAVEL/S CARR	\$23.92
			<u>ENGINEERING TOTAL</u>	<u>\$3,476.07</u>

FUND 10 DEPT 700 - PUBLIC WORKS MGMT

01-01163	ADVANCED WATER SOLUTIONS	PO0129975	MONTHLY SERVICE 8/15	\$49.00
01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$447.09
01-02466	FIRECO OF OKLAHOMA, INC.	PO0130072	FIRE EXTINGUISHER	\$62.00
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0129919	JANITORIAL SERVICE 7/15	\$1,448.40
01-04736	DIGITAL SUPPLY CENTER, INC.	PO0129819	TONER (2)	\$1,237.86
01-13017	MUNN SUPPLY, INC.	PO0130148	CYLINDER RENTAL	\$336.22
01-13017	MUNN SUPPLY, INC.	PO0130066	CYLINDER RENTAL	\$494.14
			<u>PUBLIC WORKS MGMT TOTAL</u>	<u>\$4,074.71</u>

FUND 10 DEPT 710 - FLEET MAINTENANCE

01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$204.33
01-01908	DOUBLE CHECK COMPANY, INC.	PO0130067	FUEL PUMP REPAIR	\$201.95
01-13218	MYERS TIRE SUPPLY, INC.	PO0130089	O-RINGS/TIRE GAUGES/PATCHES	\$312.35
01-19001	STANLEY'S WRECKER SERVICE	PO0130063	V125 TOW IN	\$148.73
01-35300	UNIFIRST, INC.	PO0130073	SHOP TOWEL SERVICE	\$175.39
01-35300	UNIFIRST, INC.	PO0130112	SHOP TOWEL SERVICE	\$495.81
01-80246	ATWOODS	PO0129911	BOOTS/J HALL	\$99.99
<b>FLEET MAINTENANCE TOTAL</b>				<b>\$1,638.55</b>

FUND 10 DEPT 730 - PARKS & RECREATION

01-01338	J & P SUPPLY, INC.	PO0130050	DISINFECTANT/MOP BUCKET/SOAP	\$309.31
01-01568	OAKWOOD POOL & SPAS, INC.	PO0129944	CHLORINE TABS	\$2,400.00
01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$4,502.98
01-01943	JOHNSTON SEED COMPANY, INC.	PO0130029	GRASS SEED/SOCCER FIELD	\$1,900.00
01-03107	CHEM-CAN SERVICES, INC.	PO0129947	PORTABLE TOILET RENTAL 8/15	\$165.00
01-03107	CHEM-CAN SERVICES, INC.	PO0129949	PORTABLE TOILET RENTAL 8/15	\$484.00
01-04033	DOLESE BROTHERS CO., INC.	PO0130055	CONCRETE BLOCKS (20)	\$700.00
01-04394	ASH RECREATION & DESIGN. LLC	PO0130026	MULCH	\$2,400.00
01-04821	KIEFER SWIM PRODUCTS	PO0129950	SWIMSUIT	\$32.44
01-04821	KIEFER SWIM PRODUCTS	PO0129953	SWIMSUITS (3)	\$71.85
01-25008	YMCA	PO0130080	LIFEGUARD TRAINING (6)	\$1,050.00
01-30830	LOCKE SUPPLY, INC.	PO0129942	DRAINS	\$19.25
01-35300	UNIFIRST, INC.	PO0129955	WIPERS/MATS/BAGS	\$64.43
01-35300	UNIFIRST, INC.	PO0129957	WIPERS/MATS/BAGS	\$64.43
01-35300	UNIFIRST, INC.	PO0130112	SHOP TOWEL SERVICE	\$64.43
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0130030	TRIMMER REPAIR	\$56.04
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0130031	COVER/SPOOL/SLEEVE	\$49.22
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0130032	LABOR/SPARK PLUGS/FILTER	\$43.97
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0130127	FILTER/SPARK PLUG	\$8.28
01-59360	FASTENAL COMPANY	PO0129945	BACKBOARD BRACE	\$48.55
01-80246	ATWOODS	PO0129914	BOOTS/J HAMBLIN	\$125.00
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0130042	POST HOLE DIGGER/WEED POPPER	\$79.94
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0130118	PRUNER/GARDEN HOE	\$55.98
<b>PARKS &amp; RECREATION TOTAL</b>				<b>\$14,695.10</b>

FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT.

01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0130022	ANGLE IRON	\$25.95
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0130024	FLAT IRON	\$18.22
01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$964.65
01-02243	BB MACHINE & SUPPLY, INC.	PO0130087	V584 DRIVELINE	\$1,192.04
01-03089	CUMMINS CONSTRUCTION EQUIP. CO., I	PO0130037	ASPHALT	\$2,423.63
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0130086	V162 WINDOW	\$298.84
01-04033	DOLESE BROTHERS CO., INC.	PO0130164	CONCRETE	\$1,521.50
01-08109	HUTCHINSON SALT CO, INC	PO0129243	ROCK SALT (600 TONS)	\$10,948.21
01-19001	STANLEY'S WRECKER SERVICE	PO0130090	V575 TOW IN	\$75.00
01-19235	SOUTHWEST TRUCK PARTS, INC.	PO0130135	V125 DIFFERENTIAL	\$1,095.00
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0130018	TRIMMER STRING	\$38.99



01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0130019	TRIMMER STRING	\$35.20
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0130021	TRIMMER STRING	\$91.98
01-76250	LOGAN COUNTY ASPHALT COMPANY	PO0130043	PROLINE COLD PATCH	\$4,249.23
01-80153	KINNUNEN, INC.	PO0129964	REBAR/TRUNCATED DOME (4)	\$565.68
			<u>STRMWTR &amp; ROADWAY MAINT. TOTAL</u>	<u>\$23,544.12</u>

FUND 10 DEPT 750 - TECHNICAL SERVICES

01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$1,474.37
01-02123	BRADFORD INDUSTRIAL SUPPLY CORP.	PO0129965	AC/HEAT SYSTEM	\$1,576.84
01-03695	CUSTOM TRAILER SALES, INC.	PO0128832	TILT TRAILER	\$6,034.05
01-04813	GME SUPPLY COMPANY	PO0129618	TRUCK PULLEY	\$3,217.36
			<u>TECHNICAL SERVICES TOTAL</u>	<u>\$12,302.62</u>

FUND 10 DEPT 900 - LIBRARY

01-01338	J & P SUPPLY, INC.	PO0129876	TOWELS/TISSUE/LINERS	\$374.22
01-01338	J & P SUPPLY, INC.	PO0129880	HAND SOAP/LINERS	\$103.94
01-01338	J & P SUPPLY, INC.	PO0129881	GLOVES	\$34.89
01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$8,540.85
01-03702	NEWSBANK, INC.	PO0129855	ANNUAL ONLINE SUBSCRIPTION	\$5,320.00
01-04345	LAWTON PUBLIC LIBRARY	PO0129906	BOOK CD	\$18.00
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0129886	COPIER USAGE 7/15	\$326.68
01-04829	UNIVERSITY OF ARKANSAS	PO0129907	BOOK	\$90.00
01-15148	OK DEPT. OF LIBRARIES	PO0129835	CERTIFICATION FEE/J REGIER	\$20.00
01-16145	PETTY CASH	PO0130158	REIMB/TRAVEL/J CHAMPION	\$73.39
01-30750	U S POSTAL SERVICE-ENID	PO0130035	POSTAGE	\$100.00
01-32090	POLK DIRECTORIES, INC.	PO0129856	CITY DIRECTORY	\$350.00
01-50210	LOWE'S HOME CENTERS, INC.	PO0129882	DUST MOP/PAPER TOWELS/SPONGE	\$76.75
01-50210	LOWE'S HOME CENTERS, INC.	PO0129883	BATTERIES (15)	\$115.26
01-57310	PURCHASE POWER	PO0130101	QUARTERLY POSTAGE 8/15	\$3,000.00
01-65460	ACTSHON PEST CONTROL	PO0130040	PEST CONTROL 8/15	\$15.00
			<u>LIBRARY TOTAL</u>	<u>\$18,558.98</u>

FUND 10 DEPT 950 - SALES TAX TRANS.

01-03060	CENTRAL NATIONAL BANK	PO0130082	EMA SALES TAX TRANSFER 8/15	\$751,139.72
01-19099	SECURITY NATIONAL BANK	PO0130084	SCHOOL SALES TAX TRANSFER 8/15	\$118,883.28
01-77520	BANK OF OKLAHOMA, NA	PO0130083	SCHOOL BOND TAX TRANSFER 8/15	\$85,082.24
			<u>SALES TAX TRANS. TOTAL</u>	<u>\$955,105.24</u>

FUND 10 DEPT 955 - CAPITAL ASSETS & PROJECTS

01-03521	TRIBRIDGE HOLDINGS, LLC	PO0129744	IT-1601 GP DYNAMICS UPGRADE	\$3,977.50
01-03521	TRIBRIDGE HOLDINGS, LLC	PO0129744	IT-1601 GP DYNAMICS UPGRADE	\$323.75
01-04461	THE FIELD SHOP, INC.	PO0128849	OPTICAL FIBER CONNECTOR/OUTPUT	\$2,166.00
01-16008	PINKLEY SALES CO.	PO0127950	TRAFFIC SIGNAL CONTROLLER	\$5,948.00
			<u>CAPITAL ASSETS &amp; PROJECTS TOTAL</u>	<u>\$12,415.25</u>

FUND 12 DEPT 125 - SPECIAL PROJECT

01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$832.53
			<u>SPECIAL PROJECT TOTAL</u>	<u>\$832.53</u>

FUND 14    DEPT 145 - HEALTH FUND

01-01869	DEARBORN LIFE INSURANCE CO.	PO0130151	INSURANCE PREMIUMS 8/15	\$2,642.88
01-64810	WORKSITE BENEFIT PLANS, INC.	PO0130062	125 PLAN FEES 7/15	\$464.80
01-64810	WORKSITE BENEFIT PLANS, INC.	PO0130062	125 PLAN FEES 8/15	\$463.80
01-70870	FOCUS INSTITUTE, INC.	PO0130059	EAP SERVICES 8/15	\$1,233.33
01-78180	BLUE CROSS BLUE SHIELD OK	PO0130053	DENTAL FEES 7/15	\$1,756.74
01-78180	BLUE CROSS BLUE SHIELD OK	PO0130053	DENTAL CLAIMS 7/15	\$25,125.90
01-78180	BLUE CROSS BLUE SHIELD OK	PO0130053	HEALTH ADMIN FEES 7/15	\$21,957.93
01-78180	BLUE CROSS BLUE SHIELD OK	PO0130053	HEALTH CLAIMS 7/15	\$422,286.14
			<u>HEALTH FUND TOTAL</u>	<u>\$475,931.52</u>

FUND 20    DEPT 000 - N.A.

01-80343	FENTRESS OIL COMPANY, INC.	PO0129838	OIL/ST	\$203.95
			<u>N.A. TOTAL</u>	<u>\$203.95</u>

FUND 20    DEPT 205 - AIRPORT

01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$261.59
01-04007	HAGAR RESTAURANT SERVICE, INC.	PO0129972	PILOT LIGHT STEMS/SLEEVES	\$37.62
01-04318	THE CANVAS SHOP, LLC	PO0129916	WINDSOCKS (2)	\$70.00
01-05070	ENID MACK SALES, INC.	PO0130068	V803 A/C REPAIR	\$1,034.96
01-12007	LUCKINBILL, INC.	PO0129158	A/C REPAIR	\$4,694.23
01-16145	PETTY CASH	PO0130158	REIMB/TRAVEL/C ARTHUR	\$189.39
01-23062	WATER ONE, INC.	PO0129820	RO/WATER SOFTENER RENTAL 7/15	\$47.00
01-23076	WING AERO PRODUCTS, INC.	PO0129827	CHARTS/SECTIONALS	\$23.25
01-33210	P & K EQUIPMENT, INC.	PO0129979	U-JOINT INSTALL	\$113.67
01-39700	GARFIELD CO. LEGAL NEWS	PO0130121	A-1301E PUBLICATION	\$626.00
01-50210	LOWE'S HOME CENTERS, INC.	PO0129952	TRIMMER BRUSH (2)	\$137.06
			<u>AIRPORT TOTAL</u>	<u>\$7,234.77</u>

FUND 22    DEPT 225 - GOLF

01-00988	BUSBY PUMP AND SUPPLY	PO0128830	VFD DRIVES/INSTALL	\$11,126.00
01-01338	J & P SUPPLY, INC.	PO0129940	LINERS	\$40.76
01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$666.25
01-02446	JOHN DEERE FINANCIAL	PO0129229	MOWER LEASE 8/15	\$622.37
01-02539	BWI COMPANIES, INC.	PO0129868	FUNGICIDE	\$1,290.05
01-02539	BWI COMPANIES, INC.	PO0129847	FERTILIZER	\$271.21
01-03107	CHEM-CAN SERVICES, INC.	PO0129845	PORTABLE TOILET RENTAL 7/15	\$77.00
01-04173	DE LAGE PUBLIC FINANCE, LLC.	PO0129230	BLADE GRINDER LEASE 8/15	\$377.15
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0129919	JANITORIAL SERVICE 7/15	\$675.61
01-04713	SIMPLOT PARTNERS	PO0129869	FERTILIZER	\$1,617.60
01-04713	SIMPLOT PARTNERS	PO0129851	FERTILIZER	\$388.60
01-04713	SIMPLOT PARTNERS	PO0129852	FERTILIZER	\$710.00
01-04744	CHELSEA INFORMATION SYSTEMS, INC.	PO0129836	HOSTED RESERVATIONS 9/15	\$245.00
01-04828	TURF PRIDE, LLC	PO0129897	SHIPPING FEE	\$45.14
01-33210	P & K EQUIPMENT, INC.	PO0129848	SPRINGS/PIN	\$21.96
01-33210	P & K EQUIPMENT, INC.	PO0130016	WHEEL ASSEMBLY (2)	\$190.00

01-33210	P & K EQUIPMENT, INC.	PO0130017	BELTS (4)	\$90.96
01-65460	ACTSHON PEST CONTROL	PO0129939	PESTICIDE	\$75.00
01-73330	IROQUOIS PRODUCTS, INC.	PO0129849	TOWELS	\$166.27
01-80215	PROFESSIONAL TURF PRODUCTS, INC.	PO0129846	ROLLER SHAFT	\$76.39
01-80215	PROFESSIONAL TURF PRODUCTS, INC.	PO0129850	ROLLER SHAFT	\$176.33
			<b>GOLF TOTAL</b>	<b>\$18,949.65</b>

FUND 30 DEPT 305 - STREET & ALLEY

01-04033	DOLESE BROTHERS CO., INC.	PO0125518	R-1505A 2015 CONCRETE REPAIRS	\$2,911.70
01-60230	RICK LORENZ CONSTRUCTION	PO0127771	R-1401A 2014 LOCAL STREET PROGRAM	\$828.02
01-60230	RICK LORENZ CONSTRUCTION	PO0121360	R-1401A 2014 LOCAL STREET PROGRAM	\$10,200.00
01-60230	RICK LORENZ CONSTRUCTION	PO0128853	R-1401A 2014 LOCAL STREET PROGRAM	\$54,043.26
			<b>STREET &amp; ALLEY TOTAL</b>	<b>\$67,982.98</b>

FUND 31 DEPT 230 - UTILITY BILLING

01-01163	ADVANCED WATER SOLUTIONS	PO0130036	WATER COOLER RENTAL 8/15	\$23.55
01-02750	AQUA EXPRESS NORTH, LLC	PO0130052	V373/V375 TRUCK WASH	\$15.00
			<b>UTILITY BILLING TOTAL</b>	<b>\$38.55</b>

FUND 31 DEPT 315 - E.M.A.

01-04348	ARNOLD, BART L.	PO0129813	WC/MEDICAL	\$323.00
01-04348	ARNOLD, BART L.	PO0129933	WC/MEDICAL	\$18.09
			<b>E.M.A. TOTAL</b>	<b>\$341.09</b>

FUND 31 DEPT 760 - SOLID WASTE SERVICES

01-00146	CINTAS CORPORATION LOC. 624	PO0129888	SHOP TOWEL SERVICE	\$70.54
01-00612	PHYSICIANS GROUP, LLC	PO0129865	WC/MEDICAL	\$7,016.70
01-01163	ADVANCED WATER SOLUTIONS	PO0129963	FILTERS	\$30.00
01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$1,612.02
01-01800	COMMUNITY HOSPITAL, LLC	PO0129884	WC/MEDICAL	\$4,581.04
01-02243	BB MACHINE & SUPPLY, INC.	PO0129961	V252/V185 HOSES (5)	\$223.06
01-03022	CULLIGAN OF ENID	PO0129986	WATER COOLER RENTAL 7/15	\$8.50
01-03022	CULLIGAN OF ENID	PO0129986	BOTTLED WATER	\$6.00
01-03107	CHEM-CAN SERVICES, INC.	PO0129889	PORTABLE TOILET RENTAL 7/15	\$175.00
01-03110	VERMEER GREAT PLAINS	PO0129826	V252 GRINDER CHAIN	\$234.42
01-03110	VERMEER GREAT PLAINS	PO0129977	V252 GRINDER	\$969.72
01-03921	EXPRESS SCRIPTS, INC.	PO0129874	WC/MEDICAL	\$152.63
01-04033	DOLESE BROTHERS CO., INC.	PO0129825	CRUSHER RUN	\$1,200.74
01-04033	DOLESE BROTHERS CO., INC.	PO0130075	CRUSHER RUN	\$3,973.08
01-04742	SMITH, BOBBY A.	PO0129864	WC/TRAVEL REIMB	\$89.44
01-05070	ENID MACK SALES, INC.	PO0130068	V212 EXHAUST REPAIR/C-PIPE	\$571.86
01-07102	GARFIELD R W D #5	PO0129899	MONTHLY SERVICE 7/15	\$50.03
01-09006	INDUSTRIAL MATERIAL CORP.	PO0130079	LOCK SET/RECYCLING CENTER	\$96.35
01-19235	SOUTHWEST TRUCK PARTS, INC.	PO0129959	V608 AIR BRAKE LINE	\$13.62

01-33210	P & K EQUIPMENT, INC.	PO0129921	V566 O-RINGS	\$9.36
01-38980	SWANA	PO0129923	MOLO TRAINING/CERT/S DELANGEL	\$1,495.00
01-51430	ENID P T PROFESSIONALS	PO0130003	WC/MEDICAL	\$136.77
01-80343	FENTRESS OIL COMPANY, INC.	PO0129938	OIL	\$1,972.52
01-80343	FENTRESS OIL COMPANY, INC.	PO0130136	OIL	\$1,546.67
01-80343	FENTRESS OIL COMPANY, INC.	PO0130081	OIL	\$3,134.07
01-80343	FENTRESS OIL COMPANY, INC.	PO0130162	OIL	\$652.97
			<b>SOLID WASTE SERVICES TOTAL</b>	<b>\$30,022.11</b>

FUND 31 DEPT 785 - PUBLIC UTILITIES MGMT

01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$403.44
01-03512	PACE ANALYTICAL SERVICES, INC.	PO0129841	SAMPLE ANALYSIS	\$385.60
01-03512	PACE ANALYTICAL SERVICES, INC.	PO0129843	SAMPLE ANALYSIS	\$186.80
01-03512	PACE ANALYTICAL SERVICES, INC.	PO0130054	SAMPLE ANALYSIS	\$186.80
01-04837	AHMED, SHAMEEM	PO0130051	WC/TRAVEL REIMB	\$935.21
			<b>PUBLIC UTILITIES MGMT TOTAL</b>	<b>\$2,097.85</b>

FUND 31 DEPT 790 - WATER PRODUCTION

01-00781	INTERSTATE ALL BATTERY CENTER, INC	PO0130091	CELL PHONE BATTERY	\$55.10
01-00878	BROWN'S SHOE FIT COMPANY	PO0129912	BOOTS/T KELLEY	\$229.50
01-01178	ACCURATE, INC.	PO0129896	SAMPLE ANALYSIS	\$175.00
01-01178	ACCURATE, INC.	PO0129910	W-1510 SAMPLE ANALYSIS	\$300.00
01-01178	ACCURATE, INC.	PO0130116	W-1510 SAMPLE ANALYSIS	\$300.00
01-01178	ACCURATE, INC.	PO0130116	SAMPLE ANALYSIS	\$50.00
01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$273.90
01-02204	CORRPRO CO., INC.	PO0130074	WATER INSPECTION SERVICE	\$980.00
01-08022	HUGHES LUMBER CO., LLC	PO0130106	CONCRETE	\$11.39
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0129890	WEED EATER	\$329.99
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0130127	MOWER BLADE/CARBURETORS/FILTER	\$254.33
01-80258	BRENNTAG SOUTHWEST, INC.	PO0129317	CHLORINE	\$1,691.80
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0130118	GARDEN SPRAYER	\$43.98
			<b>WATER PRODUCTION TOTAL</b>	<b>\$4,694.99</b>

FUND 31 DEPT 795 - WATER RECLAMATION SERVICES

01-01001	A & B RADIATOR SERVICE	PO0130085	V354 RADIATOR REPAIR	\$120.00
01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$832.50
01-03538	DESERT DIAMOND INDUSTRIES LLC	PO0130132	CHAINSAW/BLADE	\$2,420.00
01-04115	DITCH WITCH OF OKLAHOMA	PO0129985	CLAMP ASSEMBLY	\$380.50
01-04750	LOEWENSTEIN, JOSHUA M	PO0129872	WC/TRAVEL REIMB	\$64.06
01-08022	HUGHES LUMBER CO., LLC	PO0130106	GRAVEL	\$8.16
01-13089	MERRIFIELD OFFICE SUPPLY	PO0129866	INK CARTRIDGES (7)	\$233.85
01-13089	MERRIFIELD OFFICE SUPPLY	PO0129867	DRY ERASE/NOTEBOOKS/CLIPBOARDS	\$30.09
01-16145	PETTY CASH	PO0130134	REIMB/DRILL REPAIR	\$20.00
01-16145	PETTY CASH	PO0130154	REIMB/TRAVEL/A CARUTHERS	\$58.25
01-16145	PETTY CASH	PO0130154	REIMB/TRAVEL/M PEREZ	\$35.56
01-16145	PETTY CASH	PO0130154	REIMB/TRAVEL/N MITCHELL	\$31.63

01-19235	SOUTHWEST TRUCK PARTS, INC.	PO0130071	V516 CLUTCH	\$747.90
01-19235	SOUTHWEST TRUCK PARTS, INC.	PO0130088	V516 TRANSMISSION	\$2,023.37
01-79090	ST MARYS REGIONAL MEDICAL CENTER	PO0129994	WC/MEDICAL	\$591.89
01-80153	KINNUNEN, INC.	PO0129917	PUMPS (2)	\$2,713.18
01-80246	ATWOODS	PO0129911	BOOTS/M PEREZ	\$125.00
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0130118	SCREWDRIVERS/PLIERS/RATCHET	\$122.92
			<u>WATER RECLAMATION SERVICES TOTAL</u>	<u>\$10,558.86</u>

FUND 31 DEPT 799 - WASTEWATER MGMT

01-00146	CINTAS CORPORATION LOC. 624	PO0129871	SHOP TOWEL SERVICE	\$142.80
01-00146	CINTAS CORPORATION LOC. 624	PO0129873	SHOP TOWEL SERVICE	\$95.09
01-00146	CINTAS CORPORATION LOC. 624	PO0129892	SHOP TOWEL SERVICE	\$285.27
01-01178	ACCURATE, INC.	PO0129902	PHOSPHORUS/AMMONIA TESTS	\$1,146.72
01-01178	ACCURATE, INC.	PO0129948	THERMOSTAT REACTOR BLOCK	\$1,274.04
01-01338	J & P SUPPLY, INC.	PO0129898	COFFEE/INSECT REPELLENT	\$150.17
01-03022	CULLIGAN OF ENID	PO0129885	SOLAR SALT	\$140.00
01-03107	CHEM-CAN SERVICES, INC.	PO0129844	SEPTIC TANK CLEANING	\$530.00
01-03107	CHEM-CAN SERVICES, INC.	PO0129875	SEPTIC TANK CLEANING	\$265.00
01-04429	STOVER & ASSOCIATES, INC	PO0129554	PROFESSIONAL SERVICE 7/15	\$105,264.21
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0129919	JANITORIAL SERVICE 7/15	\$574.56
01-13017	MUNN SUPPLY, INC.	PO0129903	CYLINDER RENTAL	\$9.00
01-59250	USA BLUEBOOK	PO0129870	CHEMICAL DROPPER	\$142.38
01-59250	USA BLUEBOOK	PO0129887	SAFETY GLASSES (6)	\$55.71
			<u>WASTEWATER MGMT TOTAL</u>	<u>\$110,074.95</u>

FUND 33 DEPT 335 - V.D.A.

01-00223	COOPER, MICHAEL G.	PO0129431	CONSULTING SERVICE 8/15	\$10,000.00
01-00332	TRAVEL ENTERPRISE, INC.	PO0129900	AIRFARE/J GILBERT	\$494.00
01-01227	AUTRY VO-TECH CENTER	PO0130128	TUITION ASSISTANCE	\$300.00
			<u>V.D.A. TOTAL</u>	<u>\$10,794.00</u>

FUND 40 DEPT 405 - CAPITAL IMPROVEMENT

01-00158	C-P INTEGRATED SERVICES INC.	PO0127172	M-1505 E BROADWAY RAMPS/TRAIL	\$61,804.88
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0129937	P-1503A REBAR/EXP JOINT/CHAIN	\$2,474.00
01-04033	DOLESE BROTHERS CO., INC.	PO0129946	P-1503A CRUSHER RUN/CONCRETE	\$2,268.95
01-04033	DOLESE BROTHERS CO., INC.	PO0130034	P-1503A 2015 CONCRETE REPAIRS	\$458.00
01-12007	LUCKINBILL, INC.	PO0124154	W-1203B WATER RELOCATION	\$167,200.95
01-15061	OK CORRECTIONAL INDUST.	PO0128525	P-1504 BENCHES (10)	\$2,317.50
			<u>CAPITAL IMPROVEMENT TOTAL</u>	<u>\$236,524.28</u>

FUND 41 DEPT 415 - STREET IMPROVEMENT

01-60230	RICK LORENZ CONSTRUCTION	PO0120495	R-1401A 2014 LOCAL STREET PROGRAM	\$807.94
			<u>STREET IMPROVEMENT TOTAL</u>	<u>\$807.94</u>

FUND 42    DEPT 425 - SANITARY SEWER FUND

01-03681	MATTHEWS TRENCHING CO.	PO0125829	S-1304A 54TH ST SEWER IMPROVEMENT	\$88,130.13
			<u>SANITARY SEWER FUND TOTAL</u>	<u>\$88,130.13</u>

FUND 44    DEPT 445 - WATER CAP. IMPROVEMENT FUND

01-03707	DOERNER, SAUNDERS, DANIEL & ANDERS	PO0130056	W-1304A PROFESSIONAL SERVICE	\$75.00
01-03707	DOERNER, SAUNDERS, DANIEL & ANDERS	PO0130138	W-1304A WATER RIGHTS	\$75.00
01-04835	LILLIE, GARY	PO0130020	W-0906A PRODUCTION WELL INSTALL	\$3,100.00
01-32020	OK WATER RESOURCES BOARD	PO0129924	W-1601A PERMIT FEE	\$195.00
			<u>WATER CAP. IMPROVEMENT FUND TOTAL</u>	<u>\$3,445.00</u>

FUND 50    DEPT 505 - 911

01-02465	PICTOMETRY	PO0130005	LICENSED IMAGING SERVICE/SUPPORT	\$2,097.66
01-42400	AT & T	PO0129956	MONTHLY SERVICE 8/15	\$1,788.96
01-66190	AT&T	PO0129976	MONTHLY SERVICE 8/15	\$10,408.99
			<u>911 TOTAL</u>	<u>\$14,295.61</u>

FUND 51    DEPT 515 - POLICE

01-01780	B & B LAWN CARE	PO0130105	MONTHLY MOWING 7/15	\$400.00
01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$3,927.92
01-02082	AT&T MOBILITY	PO0129894	MONTHLY SERVICE 7/15	\$1,649.09
01-02082	AT&T MOBILITY	PO0129960	MONTHLY SERVICE 7/15	\$478.12
01-02465	PICTOMETRY	PO0130005	LICENSED IMAGING SERVICE/SUPPORT	\$2,097.66
01-03491	COPS PRODUCTS, LLC	PO0130077	UNIFORM SHIRTS/HATS/JACKET	\$1,184.03
01-03569	GRIMSLEY'S, INC.	PO0129951	FLOOR BRUSH	\$59.89
01-03609	ALL TRAFFIC SOLUTIONS	PO0130107	BATTERY CHARGERS	\$135.00
01-04164	OK DEPT. OF PUBLIC SAFETY	PO0130145	OLETS USER FEE	\$350.00
01-05110	ENID NOON AMBUCS	PO0129893	QTRLY DUES/B SKAGGS	\$165.05
01-13036	MESSER BOWERS	PO0129909	NOTARY BOND (2)	\$60.00
01-13089	MERRIFIELD OFFICE SUPPLY	PO0130143	PAPER/CD SLEEVES/CDR/DVD	\$140.99
01-13089	MERRIFIELD OFFICE SUPPLY	PO0130144	NOTARY STAMP/J PRIEST	\$25.50
01-13145	MID-AMERICA WHOLESAL, INC.	PO0129954	RETIREMENT RECEPTION/D GRASSINO	\$143.96
01-13145	MID-AMERICA WHOLESAL, INC.	PO0130142	COFFEE/CREAM	\$253.42
01-16004	PDQ PRINTING	PO0129958	ID CARD/D GRASSINO	\$5.00
01-16004	PDQ PRINTING	PO0130130	ID CARD/BUSINESS CARDS (2)	\$192.00
01-16145	PETTY CASH	PO0130134	NOTARY BOND/M EVANS	\$10.00
01-16145	PETTY CASH	PO0130134	NOTARY (3)	\$45.00
01-19087	SIRCHIE FINGER PRINT LAB	PO0129908	DRUG SCREENING TESTS (29)	\$427.75
01-19165	STEVENS FORD, INC.	PO0130070	V2055 COLLISION REPAIR	\$959.00
01-30420	OLSON ANIMAL HOSPITAL, INC.	PO0130153	REIMB/VACCINES	\$30.00
01-79290	SIGN SHACK THE	PO0130129	DECAL REPAIRS (9)	\$760.00
			<u>POLICE TOTAL</u>	<u>\$13,499.38</u>

FUND 52    DEPT 525 - C.I.C.

01-02082	AT&T MOBILITY	PO0129894	MONTHLY SERVICE 7/15	\$175.92
			<u>C.I.C. TOTAL</u>	<u>\$175.92</u>

FUND 60    DEPT 605 - CONFERENCE CENTER

01-07036	GRAINGER, INC.	PO0130152	GENERATOR	\$594.30
01-15125	OK GAS & ELECTRIC	PO0129990	MONTHLY SERVICE 8/15	\$25,159.13
			<u>CONFERENCE CENTER TOTAL</u>	<u>\$25,753.43</u>

FUND 65    DEPT 655 - FIRE

01-00612	PHYSICIANS GROUP, LLC	PO0129989	WC/MEDICAL/R LIVINGSTON	\$131.83
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0130102	V1044 TURN SIGNAL	\$122.89
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0130102	V1040 SENSOR	\$102.30
01-01197	EVERYMAN'S OPTION LLC	PO0130122	OIL ABSORBENT	\$318.00
01-01338	J & P SUPPLY, INC.	PO0130078	GLOVES/DISH SOAP	\$190.19
01-01338	J & P SUPPLY, INC.	PO0130096	TOWELS/GLOVES/CLEANER/LINERS	\$369.06
01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$1,216.63
01-02082	AT&T MOBILITY	PO0130111	IPAD DATA PLAN 8/15	\$24.17
01-02146	SPRINT NEXTEL	PO0130099	MONTHLY SERVICE 8/15	\$19.09
01-02363	CONRAD FIRE EQUIP., INC.	PO0130123	V1042 AC SWITCH/SEAT BUCKLE/BELT	\$185.42
01-02465	PICTOMETRY	PO0130005	LICENSED IMAGING SERVICE/SUPPORT	\$2,097.66
01-03765	SMOKIN OKIE DIESEL	PO0129312	V1025 WIRE ASSEMBLY REPAIR	\$7,284.73
01-03921	EXPRESS SCRIPTS, INC.	PO0130000	WC/MEDICAL/R LIVINGSTON	\$105.73
01-04630	A C OWEN CONSTRUCTION. LLC	PO0125182	M-1408A FIRE STATION/STA 4	\$165,494.75
01-04839	STEELE FIRE APPARATUS, LLC	PO0130163	V1043 SENSOR KIT	\$292.24
01-15006	OK GLASS & WALLPAPER	PO0130110	GARAGE DOOR REPAIR	\$15.16
01-19001	STANLEY'S WRECKER SERVICE	PO0130125	V1008/V1025 TOW IN	\$150.00
01-19004	SHERWIN-WILLIAMS CO., INC.	PO0130114	HYDRANT PAINT/BRUSHES	\$557.87
01-19165	STEVENS FORD, INC.	PO0130115	V1019 TANK ASSEMBLY	\$84.67
01-20108	TOTAL COM, INC.	PO0130100	ANTENNA INSTALL/RADIO REPAIR	\$93.00
01-33210	P & K EQUIPMENT, INC.	PO0130108	BELT	\$73.45
01-38950	IFSTA FIRE PROTECTION PUB.	PO0130119	BOOKS (12)	\$799.00
01-46390	FEDERAL SIGNAL CORP.	PO0130113	SIREN REPAIR	\$76.94
01-51430	ENID P T PROFESSIONALS	PO0129877	WC/MEDICAL/R LIVINGSTON	\$366.54
01-55160	BOUND TREE MEDICAL, LLC	PO0130126	BANDAGES/SEAL/SHEARS	\$275.16
01-79980	PIONEER BUSINESS SOLUTION	PO0130104	MONTHLY SERVICE 8/15	\$32.91
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0130124	HOSES/CLAMPS/WEED KILLER/SEALANT	\$136.82
			<u>FIRE TOTAL</u>	<u>\$180,616.21</u>

FUND 99    DEPT 995 - EPTA

01-00793	ONESOURCE MANAGED SERVICES	PO0130093	COPIER USAGE 8/15	\$55.00
01-01163	ADVANCED WATER SOLUTIONS	PO0130095	WATER COOLER RENTAL 8/15	\$23.55
01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$1,119.56
01-02082	AT&T MOBILITY	PO0130103	MONTHLY SERVICE 7/15	\$222.53
01-02964	4R KIDS FOUNDATION, INC.	PO0130094	SHREDDING 7/15	\$10.00

01-15127	OK NATURAL GAS	PO0130097	MONTHLY SERVICE 7/15	\$89.49
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0130150	PHYSICALS (5)	\$400.00
01-47300	OK TURNPIKE AUTHORITY	PO0130098	TOLL	\$1.55
			<u>EPTA TOTAL</u>	<u>\$1,921.68</u>

FUND 70    DEPT 705 - CDBG

70-16145	PETTY CASH	PO0130157	REIMB/B-13 (392)TRAVEL/S CARR	\$95.40
			<u>CDBG TOTAL</u>	<u>\$95.40</u>

COMBINED BREAKDOWN OF TOTALS

EMA	\$157,828.40
EEDA	\$0.00
REMAINING FUNDS	\$2,418,556.96
 TOTAL CLAIMS	 \$2,576,385.36



## PURCHASING CARD CLAIMS LIST

8/18/2015

**FUND 10 DEPT 100 - ADMINISTRATIVE SERVICES**

ACE HARDWARE	PO0130065	BRACKETS/SCREWS	33.71
BB MACHINE & SUPPLY IN	PO0130065	LUBRICANT/GREASE CARTRIDGE/BELTS	71.58
BRADFORD INDUSTRIAL SP	PO0130065	FILTERS	56.40
CENEX FARMERS 07053606	PO0130065	INSECTICIDE	53.50
NATIONAL LEAGUE OF CIT	PO0130065	NAT LEAGUE OF CITIES/J RILEY	690.00
PAYPAL *CITY MGMT A	PO0130065	CONF REGISTRATION/J RILEY	440.00
PAYPAL *OKLAHOMAMUN	PO0130065	OML ANNUAL CONF/J RILEY	282.50
SQ *ON THE SIDEWALK BA	PO0130065	MEAL (2)/DEPT MEETING	26.95
<b>ADMINISTRATIVE SERVICES TOTAL</b>			<b>1,654.64</b>

**FUND 10 DEPT 110 - HUMAN RESOURCES**

ACE HARDWARE	PO0130065	SPRAYER/BOLTS	18.99
LOWES #00205*	PO0130065	GIFT CARD/RETIREMENT	260.00
LOWES #00205*	PO0130065	MULCH/SPRINKLER/INSECTICIDE	234.33
PREHIRE SCREENING SERV	PO0130065	BACKGROUND SCREENS	573.15
WM SUPERCENTER #499	PO0130065	VENDING MACHINE SNACKS	30.51
<b>HUMAN RESOURCES TOTAL</b>			<b>1,116.98</b>

**FUND 10 DEPT 120 - LEGAL SERVICES**

OFFICE DEPOT #1079	PO0130065	CHAIR MATS/COFFEE/MOUSE/KEYBOARD	207.46
<b>LEGAL SERVICES TOTAL</b>			<b>207.46</b>

**FUND 10 DEPT 140 - SAFETY**

OKLAHOMA SAFETY CO	PO0130065	MEAL/OK SAFETY COUNCIL MEETING/L ANGUIANO	15.00
PARADISE DONUTS	PO0130065	MEAL (24)/SUPERVISORS MEETING	51.95
WESTERN SIZZLIN	PO0130065	MEAL (2)/DEPARTMENT OF LABOR MEETING	20.87
<b>SAFETY TOTAL</b>			<b>87.82</b>

**FUND 10 DEPT 150 - PR/MARKETING**

JUMBO II LLC	PO01030065	CAKE/EMPLOYEE APPRECIATION	24.97
<b>PR/MARKETING TOTAL</b>			<b>24.97</b>

**FUND 10 DEPT 200 - GENERAL GOVERNMENT**

CAFE GARCIA	PO0130065	MEAL/COMMISSION MEETING	360.00
HOLIDAY INNS	PO0130065	(CREDIT) LODGING REFUND	(124.83)
JUMBO FOODS	PO0130065	MEAL/COMMISSION MEETING	47.44
PAYPAL *OKLAHOMAMUN	PO0130065	OML ANNUAL CONF/R JANZEN	252.50
<b>GENERAL GOVERNMENT TOTAL</b>			<b>535.11</b>

**FUND 10 DEPT 210 - ACCOUNTING**

CAFE GARCIA	PO0130065	MEAL (2)/DEPT MEETING	20.00
<b>ACCOUNTING TOTAL</b>			<b>20.00</b>

**FUND 10 DEPT 250 - INFORMATION TECHNOLOGY**

AMAZON MKTPLACE PMTS	PO0130065	CORDLESS HAMMER DRILL	158.44
CDW GOVERNMENT	PO0130065	BACKUP TAPES	155.30
GROUPON INC	PO0130065	WIRELESS RANGE EXTENDER	25.64
LIVEPERSON, INC	PO0130065	ONLINE CHAT/CITY OF ENID WEBSITE	159.00

## PURCHASING CARD CLAIMS LIST

8/18/2015

QUANTUM CORPORATION	PO0130065	BACKUP TAPE/LIBRARY SUPPORT RENEWAL	1,350.00
WWW.NEWEGG.COM	PO0130065	MONITOR/STAND	255.96
		<b>INFORMATION TECHNOLOGY TOTAL</b>	<b>2,104.34</b>

**FUND 10 DEPT 400 - ENGINEERING**

BERKELEY PIZZA	PO0130065	MEAL/ESRI CONF/M KATTA	9.72
BLUE MOON	PO0130065	MEAL (2)/KAW LAKE MEETING	22.46
MEZE GREEK FUSION	PO0130065	MEAL/ESRI CONF/M KATTA	21.44
NATURAL BREAK QPS	PO0130065	MEAL/ESRI CONF/M KATTA	12.84
SAN DIEGO CONV CTR CON	PO0130065	MEAL/ESRI CONF/M KATTA	12.00
SHERATON SAN DIEGO MAR	PO0130065	LODGING/ESRI CONF/M KATTA	94.68
SHERATON SD MARINA DIN	PO0130065	MEAL/ESRI CONF/M KATTA	21.32
USA PARK OKLAHOMA CITY	PO0130065	PARKING/ESRI CONF/M KATTA	37.54
YELLOW RADIO SERVICE	PO0130065	TAXI/ESRI CONF/M KATTA	13.90
		<b>ENGINEERING TOTAL</b>	<b>245.90</b>

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

A-1 PLUMBING HEATING A	PO0130065	SHEETMETAL DUCT ELL	126.15
ADVANCED WATER SOLUTIO	PO0130065	WATER SOFTENER	49.00
LOCKE SUPPLY WHC ENID	PO0130065	SIDEWALL REGISTER/CAPACITOR	50.88
LOWES #00205*	PO0130065	CEILING TILE/DOOR KNOB	76.77
STAPLES 00106633	PO0130065	CAR CHARGER/COPY PAPER	70.98
WESTERN SIZZLIN	PO0130065	MEAL (3)/LUNCH INTERVIEW	73.31
		<b>PUBLIC WORKS MGMT TOTAL</b>	<b>447.09</b>

**FUND 10 DEPT 710 - FLEET MGMT**

LOWES #00205*	PO0130065	HOSE	72.33
NAPA TRACS	PO0130065	ONLINE VEHICLE INFO 8/15	132.00
		<b>FLEET MGMT TOTAL</b>	<b>204.33</b>

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

3MSTPAU TP54164 10-730	PO0130065	VINYL HIGH INTENSITY	522.00
ACE HARDWARE	PO0130065	HOSE BARB FITTING/HOSE CLAMPS	4.87
AMAZON MKTPLACE PMTS	PO0130065	SLOPE METERS (12)	418.80
AT&T O519 8327	PO0130065	PHONE CASE	50.00
ATWOOD 01 ENID	PO0130065	TRIMMER/PAINT/BOLTS/SPREADER	1,077.46
BB MACHINE & SUPPLY IN	PO0130065	V500 HOSE	43.40
HODGE PRODUCTS INC	PO0130065	PADLOCKS	130.80
LENNOX INDUSTRIES	PO0130065	CONDENSER FAN MOTOR	230.18
LITTLE CAESARS 0129 00	PO0130065	MEAL (8)/EMPLOYEE APPRECIATION	27.08
LOCKE SUPPLY WE ENID	PO0130065	LIGHT BULBS	136.16
LOWES #00205*	PO0130065	PAINT/SUPPLIES/KELLET VOLUNTEERS	535.53
OES GLOBAL, INC	PO0130065	GATORADE	363.02
PARADISE DONUTS	PO0130065	MEAL/DEPT MEETING	14.30
SHERWIN WILLIAMS #7185	PO0130065	SPRAY CAN MARKING PAINT	38.52
SIGNWAREHOUSE.COM	PO0130065	LAMINATING FILM	228.99
STAPLES 00106633	PO0130065	RECEIPT MACHINE	149.99
STUART C IRBY	PO0130065	LIGHT FIXTURE	266.60
VULCAN INC	PO0130065	SIGN BLANKS	92.20
WM SUPERCENTER #4390	PO0130065	POOL CONCESSIONS	173.08
		<b>PARKS &amp; RECREATION TOTAL</b>	<b>4,502.98</b>

## PURCHASING CARD CLAIMS LIST

8/18/2015

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

AT&T DATA	PO0130065	IPAD DATA PLAN 8/15	30.00
ATWOOD 01 ENID	PO0130065	TRIMMER MOWER	399.99
COUNTRY HOME PRODUCTS	PO0130065	SPACER/WEED EATER	7.98
HODGE PRODUCTS INC	PO0130065	PADLOCKS	130.80
JUMBO FOODS	PO0130065	GATORADE	65.88
SOUTHWES 5262129090071	PO0130065	AIRFARE/APWA CONF/M KEY	330.00
<b>STRMWTR &amp; ROADWAY MAINT TOTAL</b>			<b>964.65</b>

**FUND 10 DEPT 750 - TECHNICAL SERVICES**

AMAZON MKTPLACE PMTS	PO0130065	CHANNEL LOCK	30.82
ATWOOD 01 ENID	PO0130065	FENCING CLIPS/BOLTS	20.84
ENID WINNELSON CO	PO0130065	SAW BLADES	22.36
HODGE PRODUCTS INC	PO0130065	PADLOCKS	130.80
JUMBO FOODS	PO0130065	GATORADE	31.66
LOCKE SUPPLY WHC ENID	PO0130065	COPPER ELLS/PVC P TRAP/ADAPTERS	26.79
LOWES #00205*	PO0130065	WATER HOSE/VALVES/KEYS	141.25
PMSI EDMOND	PO0130065	YELLOW PAINT	950.00
SOUTHWEST TRUCK PARTS	PO0130065	ANTI SLIP TAPE	67.97
STABLES CAFE	PO0130065	MEAL/PAINT PICKUP/M GOODPASTURE	15.45
STUART C IRBY	PO0130065	RUNG LOCKS	36.43
<b>TECHNICAL SERVICES TOTAL</b>			<b>1,474.37</b>

**FUND 10 DEPT 900 - LIBRARY**

4IMPRINT	PO0130065	BRANDED EARBUDS FOR SALE (150)	401.07
AMAZON MKTPLACE PMTS	PO0130065	CARPET CLEANER WAND/HOSES/CUPS/PLATES	469.87
AMAZON.COM	PO0130065	BOOKS (25)	227.85
AMAZON.COM	PO0130065	LITTER BOX/LIQUID PAPER	38.10
AT&T DATA	PO0130065	IPAD DATA PLAN 8/15	14.99
BAKER & TAYLOR - BOOKS	PO0130065	BOOKS (60)	832.35
CABLESANDKITS	PO0130065	NETWORK SWITCH/CABLE	655.95
DART/TARTAN/MCNAUGH	PO0130065	BOOKS (92)	1,287.65
ESKIMO JOES	PO0130065	MEAL (4)/ICON CONF	67.03
HASTINGS 9675 ENID 907	PO0130065	GIFT CARDS/SRP VOLUNTEER PRIZES	85.00
JIMMY JOHNS - 2187	PO0130065	MEAL/TEEN PARTY	56.00
JUMBO FOODS	PO0130065	MEAL/ BOOK CLUB MEETING	16.95
KATYS PANTRY	PO0130065	MEAL (4)/DEPT MEETING	36.75
KOHLER SERVICE PARTS	PO0130065	PISTON/ELECTRONIC FAUCETS	117.46
LOCKE SUPPLY WE ENID	PO0130065	FLUORESCENT TUBES	383.01
LOWES #00205*	PO0130065	BATTERIES/EPOXY/GLUE/TAPE/WATER COOLER	449.54
PRANDOMHOUSE8007333000	PO0130065	BOOK ON CD (8)	260.55
SCOTTSDALE ART FACTORY	PO0130065	FRONT DOOR PULLS	1,027.47
STAPLES 00106633	PO0130065	CALENDAR/FILE FOLDERS/RULERS	35.97
URBAN GIRL L L C	PO0130065	LATERAL FILES/DIVIDERS/ORGANIZERS	1,622.17
USPS 39282704133607748	PO0130065	CERTIFIED LETTER POSTAGE	6.74
WAL-MART #0499	PO0130065	MEAL/TEEN PARTY	58.95
WAL-MART #4390	PO0130065	MEAL (18)/DEPT MEETING	17.81
WM SUPERCENTER #499	PO0130065	TOWELS/CARPET CLEANER/BULBS	371.62
<b>LIBRARY TOTAL</b>			<b>8,540.85</b>

## PURCHASING CARD CLAIMS LIST

8/18/2015

**FUND 12 DEPT 125 - SPECIAL PROJECT**

A-ONE INC	PO0130065	REGISTRATION FEES (3)/AONE CONF	675.00
CATOOSA FOOD & BEVERAG	PO0130065	MEAL (3)/AONE CONF	23.75
HUHOT MONGOLIAN GRILL	PO0130065	MEAL (3)/AONE CONF	53.44
SAVASTANOS	PO0130065	MEAL (3)/AONE CONF	39.00
TKR CATOOSA LLC	PO0130065	MEAL (3)/AONE CONF	41.34
<b>SPECIAL PROJECT TOTAL</b>			<b>832.53</b>

**FUND 20 DEPT 205 - AIRPORT**

AMAZON.COM	PO0130065	V90 WINDOW CABLES	32.74
LOWES #00205*	PO0130065	WEEDEATERS/STRING/BLEACH	228.85
<b>AIRPORT TOTAL</b>			<b>261.59</b>

**FUND 22 DEPT 225 - GOLF**

AUTOPAY/DISH NTWK	PO0130065	MONTHLY SERVICE 8/15	227.00
ENID WINNELSON CO	PO0130065	PVC REPAIR FITTINGS	187.09
JACK'S OUTDOOR POWER E	PO0130065	SPARK PLUGS	22.62
OREILLY AUTO 00001883	PO0130065	CARBURETOR CLEANER	7.98
STAPLES 00106633	PO0130065	ADDING MACHINE/PAPER/BATTERIES	132.89
SUDDENLINK-NAT'L SITE	PO0130065	MONTHLY SERVICE 8/15	74.95
USPS 39282704133607748	PO0130065	SHIPPING FEES	13.72
<b>GOLF TOTAL</b>			<b>666.25</b>

**FUND 31 DEPT 760 - SOLID WASTE**

AMAZON MKTPLACE PMTS	PO0130065	CARD READER	172.23
APL* ITUNES.COM/BILL	PO0130065	PDF EXPERT APP	9.99
BIG COUNTRY MEAT MARKE	PO0130065	MEAL/RETIREMENT RECEPTION	492.96
GOLDEN CORRAL - #636	PO0130065	MEAL (2)/DEPT MEETING	22.16
INDUSTRIAL SPECIALTIES	PO0130065	FILTERS	34.26
JUMBO FOODS	PO0130065	MEAL/RETIREMENT RECEPTION	494.73
LAMPTON WELDING SUPPLY	PO0130065	GROUND CLAMP/WELDING ROD	47.29
NNA*NATL NOTARY ASSN	PO0130065	NOTARY RENEWAL	84.00
WAL-MART #0499	PO0130065	MEAL/RETIREMENT RECEPTION	136.24
WM SUPERCENTER #4390	PO0130065	CLEANER/BATTERIES/BOTTLED WATER	118.16
<b>SOLID WASTE TOTAL</b>			<b>1,612.02</b>

**FUND 31 DEPT 785 - PUBLIC UTILITIES MGMT**

ACE HARDWARE	PO0130065	TRASH BAGS	7.49
BRASS TAP - FT WORTH	PO0130065	MEAL/PRETREATMENT CONF/P FOSSUM	15.00
CHEVRON 0305176	PO0130065	V637 FUEL/PRETREATMENT CONF	30.00
FORT WORTH HILTON FB	PO0130065	MEAL/PRETREATMENT CONF/P FOSSUM	4.09
FW SAUCER #4	PO0130065	MEAL/PRETREATMENT CONF/P FOSSUM	14.00
HODGE PRODUCTS INC	PO0130065	PADLOCKS	130.80
JAKES HAMBURGERS MAIN	PO0130065	MEAL/PRETREATMENT CONF/P FOSSUM	27.00
PICCHI PACCHI	PO0130065	MEAL (2)/PRETREATMENT CONF/P FOSSUM	11.08
PIZZERIA UNO REST & BA	PO0130065	MEAL/PRETREATMENT CONF/P FOSSUM	30.00
STAPLES 00106633	PO0130065	INK CARTRIDGES	113.98
WAFFLE HOUSE 0385	PO0130065	MEAL/PRETREATMENT CONF/P FOSSUM	20.00
<b>PUBLIC UTILITIES MGMT TOTAL</b>			<b>403.44</b>

**PURCHASING CARD CLAIMS LIST**

8/18/2015

**FUND 31 DEPT 790 - WATER PRODUCTION**

BELL SUPPLY - ENID OK	PO0130065	PVC PIPE ADAPTER	42.42
ENID WINNELSON CO	PO0130065	PVC PIPE ADAPTER	44.64
LOWES #00205*	PO0130065	HEAT TAPE/INSULATION	186.84
<b>WATER PRODUCTION TOTAL</b>			<b>273.90</b>

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

BRADFORD INDUSTRIAL SP	PO0130065	FREON	75.50
LOWES #00205*	PO0130065	CORDLESS DRIVER	289.00
<b>WATER RECLAMATION SVS TOTAL</b>			<b>364.50</b>

**FUND 31 DEPT 799 - WASTE WATER MGMT**

LOWES #00205*	PO0130065	REFRIGERATOR	468.00
<b>WASTE WATER MGMT TOTAL</b>			<b>468.00</b>

**FUND 51 DEPT 515 - POLICE**

ALOFT CHICAGO O'HARE	PO0130065	LODGING/ICAC CONF/T HESS	1,014.35
AMERICAN 00102878158810	PO0130065	LUGGAGE FEES/ICAC CONF/T HESS	25.00
AMPCO PARKING OKLAHOMA	PO0130065	PARKING FEES/ICAC CONF/T HESS	30.00
APPLEBEES 082065082786	PO0130065	MEAL/SUPERVISOR SCHOOL/M EVANS	22.48
APPLEBEES NEIG98299993	PO0130065	MEAL (6)/CLEET/ADA	59.73
CHICKEN ANNIES ORIGINA	PO0130065	MEAL/SUPERVISOR SCHOOL/M EVANS	14.30
DICKEY'S BBQ PIT -GATE	PO0130065	MEAL/ICAC CONF/T HESS	12.17
EL CHARRO PITTSBURG	PO0130065	MEAL/SUPERVISOR SCHOOL/M EVANS	16.14
EMBLEM ENTERPRISES INC	PO0130065	UNIFORM PATCHES/SGTS	65.75
GUSANOS CHICAGO STYLE	PO0130065	MEAL/SUPERVISOR SCHOOL/M EVANS	12.99
HOBBY-LOBBY #0008	PO0130065	CUSTOM FRAMES (3)	59.98
HOLIDAY INN EXPRESS PI	PO0130065	LODGING/SUPERVISOR SCHOOL/M EVANS	439.90
JIMS STEAK HOUSE AND L	PO0130065	MEAL/SUPERVISOR SCHOOL/M EVANS	31.05
JUMBO FOODS	PO0130065	MEAL/RETIREMENT RECEPTION	243.05
LOVE S COUNTRY00000869	PO0130065	V2055 FUEL/EOD TRANSPORT	16.20
LOVE S COUNTRY00002196	PO0130065	V2084 FUEL/CLEET/ADA	24.00
LOVE S COUNTRY00002196	PO0130065	V96 FUEL/CLEET/ADA	24.59
LOWES #00205*	PO0130065	CEILING TILES/RANGE/JUMPER CABLES	241.90
MALL DELI	PO0130065	MEAL/SUPERVISOR SCHOOL/M EVANS	9.39
MAZZIO'S	PO0130065	MEAL/SUPERVISOR SCHOOL/M EVANS	8.50
MCDONALD'S F17274	PO0130065	MEAL/ICAC CONF/T HESS	6.91
PETES #13	PO0130065	V2101 FUEL/SUPERVISOR SCHOOL/M EVANS	28.47
PIKEPASS ON-LINE	PO0130065	PIKEPASS	100.00
RIB CRIB #75	PO0130065	MEAL/SUPERVISOR SCHOOL/M EVANS	16.48
RIB CRIB 58	PO0130065	MEAL (3)/CLEET/ADA	35.97
SANTA FE CATTLE COMPAN	PO0130065	MEAL (5)/CLEET/ADA	78.50
SPECIAL OPS UNIFORMS I	PO0130065	UNIFORMS/C GENTRY	697.88
STAPLES 00106633	PO0130065	LABEL MAKER (2)	44.98
TIRES PLUS 517917	PO0130065	V2057 ALIGNMENT	59.99
USPS 39282704133607748	PO0130065	SHIPPING FEES	15.83
WAL-MART #0499	PO0130065	DOG FOOD/HAND SOAP/SPONGES	471.44
<b>POLICE TOTAL</b>			<b>3,927.92</b>

## PURCHASING CARD CLAIMS LIST

8/18/2015

**FUND 65 DEPT 655 - FIRE**

2000 CED	PO0130065	WIRE/GROUND RODS	181.31
ACTION TRAINING-TERMIN	PO0130065	USER LICENSE (4)	80.00
ATWOOD 01 ENID	PO0130065	SAW BLADES (3)	59.97
CHICK-FIL-A #02804	PO0130065	MEAL/FIRE CIVIL SERVICE COMMISSION	29.79
FAMILY DOLLAR #2065	PO0130065	LIGHT BULBS/PAINT BRUSHES	58.00
JUMBO FOODS	PO0130065	GATORADE	29.94
LOCKE SUPPLY WHC ENID	PO0130065	RUN CAPACITOR	14.44
LOWES #00205*	PO0130065	CABINET/PAINT/BRUSHES/BUG SPRAY	483.61
SADDORIS COMPANIES INC	PO0130065	SHOP/KITCHEN TOWELS	72.00
SOUTHWEST TRUCK PARTS	PO0130065	BULB	5.76
SOUTHWEST TRUCK PARTS	PO0130065	V1042 EXPANSION VALVE	20.00
STAPLES 00106633	PO0130065	STAPLER/SIGNS/PENS/TABS/STAPLES/CLIPS	81.23
WITMER PUBLIC SAFETY G	PO0130065	V1039 SPANNER/BRACKET SET	100.58
<b>FIRE TOTAL</b>			<b>1,216.63</b>

**FUND 99 DEPT 995 - EPTA**

B&H PHOTO, 800-606-696	PO0130065	WIRELESS HEADSET	179.99
DMI* DELL K-12/GOVT	PO0130065	DESKTOP COMPUTER	869.13
GOOGLE *ADWS6274127912	PO0130065	ADVERTISING 8/15	25.74
WAL-MART #0499	PO0130065	OIL	44.70
<b>EPTA TOTAL</b>			<b>1,119.56</b>

**JP MORGANCHASE CLAIMS LIST TOTAL \$ 33,277.83**

**City Commission Meeting**

12. 1.

**Meeting Date:** 08/18/2015

**Submitted By:** Erin Crawford, Chief Financial Officer

---

**SUBJECT:**

**CONSIDER SELECTING AN INDEPENDENT AUDITOR TO CONDUCT THE 2014-2015 AUDIT IN THE AMOUNT OF \$92,500.00, AND COMPLETE THE INDEPENDENT AUDITOR'S REPORT ON THE FINANCIAL STATEMENTS OF THE CITY OF ENID, OKLAHOMA, AND ITS RELATED AUTHORITIES; COMPLETE THE A-133 FEDERAL GRANT AUDIT; LANDFILL DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) AGREED-UPON PROCEDURES; STATE AUDITOR AND INSPECTOR FORM 2643 REPORT; AND ENID PUBLIC TRANSPORTATION AUTHORITY (EPTA) VEHICLE REVENUE MILEAGE AUDIT, NO LATER THAN DECEMBER 31, 2015.**

**BACKGROUND:**

This is a companion item to 9.11 and 15.1.

**RECOMMENDATION**

Approve renewal of auditing professional services with McGladrey LLP in the amount of \$92,500.00.

**PRESENTER:**

Erin Crawford, Chief Financial Officer.

---

**City Commission Meeting**

**12. 2.**

**Meeting Date:** 08/18/2015

**Submitted By:** Ashley Keim, Executive Assistant

---

**SUBJECT:**

**APPROVAL OF CLAIMS IN THE AMOUNT OF \$157,828.40.**

**BACKGROUND:**

**RECOMMENDATION**

**PRESENTER:**

---

**Attachments**

Claimslist 8-18-15

JP Morgan - 8-18-15

---



## PURCHASE ORDER CLAIMS LIST

8/18/2015

FUND 10 DEPT 000 - N.A.

01-00565	STAERKEL VET CLINIC	PO0130140	REIMB/SPAY/NEUTER	\$24.00
01-02082	AT&T MOBILITY	PO0129982	MONTHLY SERVICE 8/15	\$5,423.67
01-03030	OKLAHOMA UNIFORM BUILDING CODE	PO0130161	OUBCC FEE 7/15	\$544.00
01-03255	TRI-COUNTY VET, LLC	PO0130139	REIMB/SPAY/NEUTER	\$110.00
01-03718	BUSINESS WORLD, INC.	PO0130006	MONTHLY SERVICE 8/15	\$102.84
01-04340	STEINERT VETERINARY CLINIC, INC.	PO0130141	REIMB/SPAY/NEUTER	\$80.00
01-04687	EARNHEART OIL, INC.	PO0129840	DIESEL/ST	\$12,364.68
01-04830	MCFADDEN, REBECCA	PO0129925	REFUND/POOL RENTAL	\$125.00
01-04831	KULI, SEMON	PO0129927	REFUND/POOL RENTAL	\$300.00
01-04832	YOUNGER, MONNA	PO0129929	REFUND/POOL RENTAL	\$125.00
01-04836	TOWERS, KATHERINE	PO0130069	REFUND/ADOPTION FEE	\$95.00
01-04838	COSTELLANOS, MARIA	PO0130160	REFUND/PARK RENTAL	\$150.00
01-05041	ENID PET HOSPITAL	PO0130155	REIMB/SPAY/NEUTER	\$632.00
01-15125	OK GAS & ELECTRIC	PO0129983	MONTHLY SERVICE 7/15	\$6,431.73
01-15125	OK GAS & ELECTRIC	PO0130044	MONTHLY SERVICE 7/15	\$1,998.26
01-15125	OK GAS & ELECTRIC	PO0130045	MONTHLY SERVICE 7/15	\$625.08
01-15125	OK GAS & ELECTRIC	PO0130046	MONTHLY SERVICE 7/15	\$33,210.46
01-15125	OK GAS & ELECTRIC	PO0130047	MONTHLY SERVICE 7/15	\$2,320.46
01-15125	OK GAS & ELECTRIC	PO0129992	MONTHLY SERVICE 8/15	\$66,357.84
01-15127	OK NATURAL GAS	PO0130048	MONTHLY SERVICE 7/15	\$506.24
01-15127	OK NATURAL GAS	PO0129991	MONTHLY SERVICE 8/15	\$277.17
01-16004	PDQ PRINTING	PO0130025	LOGO ENVELOPES/ST	\$175.00
01-16010	PIONEER TELEPHONE CO., INC.	PO0129915	MONTHLY SERVICE 8/15	\$322.59
01-19047	AT & T	PO0129913	MONTHLY SERVICE 8/15	\$1,610.31
01-30420	OLSON ANIMAL HOSPITAL, INC.	PO0130153	REIMB/SPAY/NEUTER	\$450.00
01-33090	CAT CLINIC, INC.	PO0130131	REIMB/SPAY/NEUTER	\$60.00
01-57310	PURCHASE POWER	PO0130028	POSTAGE RESERVE 8/15	\$4,000.00
01-67400	WESTEL	PO0130038	MONTHLY SERVICE 7/15	\$388.49
01-80343	FENTRESS OIL COMPANY, INC.	PO0129839	OIL/ST	\$1,212.52
01-80343	FENTRESS OIL COMPANY, INC.	PO0130076	OIL/ST	\$1,144.60
01-80343	FENTRESS OIL COMPANY, INC.	PO0130092	OIL/ST	\$1,559.90
			<u>N.A. TOTAL</u>	<u>\$142,726.84</u>

FUND 10 DEPT 100 - ADM. SERVICES

01-01163	ADVANCED WATER SOLUTIONS	PO0130023	WATER COOLER RENTAL 8/15	\$43.50
01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$1,654.64
01-03438	ENID CONVENTION & VISITORS BUREAU	PO0129901	BAGS/MAGNETS/CANDY	\$7.75
01-04068	OKLAHOMA SOCIETY OF CPAs	PO0129943	ANNUAL OSCPA DUES/J GILBERT	\$320.00
01-04116	DOWNTOWN THREADS	PO0129981	LOGO SHIRTS (2)	\$51.08
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0129919	JANITORIAL SERVICE 7/15	\$1,448.40
01-04569	DESTINY SOFTWARE, INC.	PO0129967	ANNUAL HOSTING RENEWAL	\$6,200.00
01-04680	ENID EVENT CENTER	PO0129817	EVENT TICKETS (30)	\$974.00
01-04680	ENID EVENT CENTER	PO0129969	EVENT TICKETS (4)	\$156.00
			<u>ADM. SERVICES TOTAL</u>	<u>\$10,855.37</u>

FUND 10 DEPT 110 - HUMAN RESOURCES

01-01338	J & P SUPPLY, INC.	PO0130060	CLEANER/DEODORANT/BROOMS	\$344.32
01-01338	J & P SUPPLY, INC.	PO0130149	TOWELS/LINERS/CUPS/CREAMER	\$410.36
01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$1,086.47

01-02082	AT&T MOBILITY	PO0130147	IPAD DATA PLAN 8/15	\$16.66
01-05134	ENID NEWS & EAGLE	PO0130057	CLASS RECRUITMENT	\$362.00
01-15007	OK MUNICIPAL LEAGUE, INC.	PO0129968	ANNUAL LABOR RELATIONS FEE	\$550.00
01-18022	RUSCO PLASTICS	PO0130061	RETIREMENT PLAQUE	\$32.95
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0130150	DRUG SCREENING	\$45.00
01-51430	ENID P T PROFESSIONALS	PO0130058	PHYSICALS (7)	\$1,050.00
			<b>HUMAN RESOURCES TOTAL</b>	<b>\$3,897.76</b>

FUND 10 DEPT 120 - LEGAL SVCS.

01-00526	WHITLEY, CALVIN	PO0130001	WC/MEDICAL	\$75.67
01-00612	PHYSICIANS GROUP, LLC	PO0129989	WC/MEDICAL	\$308.27
01-01284	MOORAD, AMAL E. MD.	PO0129854	WC/MEDICAL	\$290.37
01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$207.46
01-01800	COMMUNITY HOSPITAL, LLC	PO0129995	WC/MEDICAL	\$146.12
01-01800	COMMUNITY HOSPITAL, LLC	PO0129999	WC/MEDICAL	\$1,752.60
01-02131	LEXISNEXIS	PO0130156	MONTHLY SERVICE 7/15	\$1,012.00
01-02425	MCGEE EYE INSTITUTE	PO0130002	WC/MEDICAL	\$194.51
01-03564	WINSTON SERVICES, INC.	PO0129857	WC/MEDICAL	\$898.40
01-03921	EXPRESS SCRIPTS, INC.	PO0129860	WC/MEDICAL	\$263.52
01-03921	EXPRESS SCRIPTS, INC.	PO0129861	WC/MEDICAL	\$418.51
01-03921	EXPRESS SCRIPTS, INC.	PO0129862	WC/MEDICAL	\$136.66
01-03921	EXPRESS SCRIPTS, INC.	PO0130000	WC/MEDICAL	\$1,142.65
01-04425	STREAMCARE LLC	PO0129998	WC/MEDICAL	\$3,760.09
01-04789	MOORAD, AMAL E., MD	PO0129996	WC/MEDICAL	\$400.00
01-04833	OKLAHOMA SPINE AND MUSCULOSKELETAL	PO0129997	WC/MEDICAL	\$226.20
01-04834	MOGG, RODNEY R	PO0130004	WC/MEDICAL	\$103.50
01-16006	PHILLIPS PRINTING, INC.	PO0129962	COURT ORDERS (2000)	\$428.00
01-33380	OPFER, DAVID	PO0129814	WC/MEDICAL	\$317.36
01-33380	OPFER, DAVID	PO0129934	WC/MEDICAL	\$317.36
01-39640	RADIOLOGY ASSOC. OF ENID	PO0129993	WC/MEDICAL	\$123.15
01-80416	BOETTCHER LAW OFFICE INC	PO0129863	WC/MEDICAL	\$113.93
			<b>LEGAL SVCS. TOTAL</b>	<b>\$12,636.33</b>

FUND 10 DEPT 140 - SAFETY

01-01163	ADVANCED WATER SOLUTIONS	PO0129975	MONTHLY SERVICE 8/15	\$15.15
01-01227	AUTRY VO-TECH CENTER	PO0129918	HEARING SCREENING 7/15	\$560.00
01-01227	AUTRY VO-TECH CENTER	PO0129920	SAFETY TRAINING 7/15	\$20.00
01-01227	AUTRY VO-TECH CENTER	PO0129818	SAFETY TRAINING 7/15	\$60.00
01-01227	AUTRY VO-TECH CENTER	PO0130039	SAFETY TRAINING 7/15	\$20.00
01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$87.82
01-02034	OKLA. DEPT. OF LABOR	PO0129837	BOILER INSPECTION FEE 7/15	\$25.00
			<b>SAFETY TOTAL</b>	<b>\$787.97</b>

FUND 10 DEPT 150 - PR/MARKETING

01-01082	CLASSIC PRINTING	PO0129971	COE NEWSLETTER 9/15	\$1,680.00
01-01163	ADVANCED WATER SOLUTIONS	PO0129970	MONTHLY SERVICE 8/15	\$8.50
01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$24.97
01-02421	SUDDENLINK	PO0129980	MONTHLY SERVICE 8/15	\$400.90
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0129919	JANITORIAL SERVICE 7/15	\$80.00
			<b>PR/MARKETING TOTAL</b>	<b>\$2,194.37</b>

FUND 10 DEPT 200 - GENERAL GOVERNMENT

01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$565.62
01-02656	ROGGOW CONSULTING	PO0129432	CONSULTING SERVICE 8/15	\$4,000.00
01-03218	MCMORROW-LOVE, MARGARET	PO0129973	PROFESSIONAL LEGAL SERVICE	\$3,657.48
01-05134	ENID NEWS & EAGLE	PO0130120	PUBLICATIONS	\$63.80
01-16145	PETTY CASH	PO0130137	REIMB/FILING FEES	\$85.00
01-16145	PETTY CASH	PO0130159	REIMB/TITLE TRANSFER	\$25.00
01-16145	PETTY CASH	PO0130159	REIMB/LIEN COPIES	\$1.00
01-39700	GARFIELD CO. LEGAL NEWS	PO0130146	PUBLICATIONS	\$191.55
01-70700	US GEOLOGICAL SURVEY	PO0129834	SKELETON CREEK MAINTENANCE	\$19,500.00
			<u>GENERAL GOVERNMENT TOTAL</u>	<u>\$28,089.45</u>

FUND 10 DEPT 210 - ACCOUNTING

01-01163	ADVANCED WATER SOLUTIONS	PO0129966	MONTHLY SERVICE 8/15	\$30.55
01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$20.00
01-16004	PDQ PRINTING	PO0130025	ENVELOPES	\$85.00
01-16145	PETTY CASH	PO0130137	NOTARY RENEWAL/BOND/J SMITH	\$83.90
			<u>ACCOUNTING TOTAL</u>	<u>\$219.45</u>

FUND 10 DEPT 220 - RECORDS & RECEIPTS

01-16145	PETTY CASH	PO0130137	DRAWER SHORTAGE (2)	\$20.00
			<u>RECORDS &amp; RECEIPTS TOTAL</u>	<u>\$20.00</u>

FUND 10 DEPT 250 - INFORMATION TECHNOLOGY

01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$2,104.34
01-49880	DELL MARKETING, LP	PO0129538	COMPUTER	\$1,920.97
01-58430	CDW COMPUTER CENTER INC	PO0129537	VMWARE LICENSE/SUPPORT 15-16	\$10,945.88
			<u>INFORMATION TECHNOLOGY TOTAL</u>	<u>\$14,971.19</u>

FUND 10 DEPT 300 - COMMUNITY DEVELOPMENT

01-02465	PICTOMETRY	PO0130005	LICENSED IMAGING SERVICE	\$2,097.66
			<u>COMMUNITY DEVELOPMENT TOTAL</u>	<u>\$2,097.66</u>

FUND 10 DEPT 350 - CODE ENFORCEMENT

01-02082	AT&T MOBILITY	PO0130009	MONTHLY SERVICE 7/15	\$47.76
01-04732	DEAL LAWN CARE	PO0129891	MOW/1405 SENECA	\$150.00
01-04732	DEAL LAWN CARE	PO0129926	MOW/710 E CHESTNUT	\$75.00
01-04732	DEAL LAWN CARE	PO0129928	MOW/1214 N 16TH	\$75.00
01-04732	DEAL LAWN CARE	PO0129930	MOW/1634 W JAMES	\$150.00
01-04732	DEAL LAWN CARE	PO0129931	MOW/2604 N QUINCY	\$150.00
01-04732	DEAL LAWN CARE	PO0129932	MOW/313 W CHERRY	\$140.00
01-04732	DEAL LAWN CARE	PO0129935	MOW/620 W CHEROKEE	\$75.00
01-04732	DEAL LAWN CARE	PO0129936	MOW/1301 N ADAMS	\$75.00
01-04732	DEAL LAWN CARE	PO0129821	MOW/404 N 4TH	\$150.00
01-04732	DEAL LAWN CARE	PO0130012	MOW/1505 E MAPLE	\$75.00

01-04732	DEAL LAWN CARE	PO0130013	MOW/2106 E ASH	\$75.00
01-04732	DEAL LAWN CARE	PO0130014	MOW/1420 W PINE	\$75.00
01-04732	DEAL LAWN CARE	PO0130015	MOW/109 W OAK	\$75.00
01-04766	CLM MOWING	PO0130008	MOW/1621 W CHEROKEE	\$100.00
01-04766	CLM MOWING	PO0130010	MOW/1559 N QUINCY	\$100.00
01-16145	PETTY CASH	PO0130133	REIMB/FILING FEES	\$288.00
01-16145	PETTY CASH	PO0130159	REIMB/FILING FEES	\$169.00
01-49880	DELL MARKETING, LP	PO0129155	COMPUTER	\$2,723.84
01-80177	ALVARADO'S QUALITY MOWING	PO0129822	MOW/508 S PIERCE	\$100.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129823	MOW/720 N MONROE	\$69.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129824	MOW/418 N 11TH	\$69.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129828	MOW/625 E YORK	\$69.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129829	MOW/118 E YORK	\$164.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129830	MOW/212 E YORK	\$69.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129831	MOW/1415 E OKLAHOMA	\$164.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129832	MOW/1517 S 2ND	\$164.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129833	MOW/613 E WABASH	\$69.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129978	MOW/1755 E MAINE	\$69.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129978	MOW/802 S INDEPENDENCE	\$164.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129978	MOW/224 W ILLINOIS	\$69.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129978	MOW/218 W YORK	\$69.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129978	MOW/228 W ILLINOIS	\$69.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129978	MOW/355 E HEMLOCK	\$69.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129978	MOW/608 W NAGEL	\$69.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129978	MOW/405 E STATE	\$69.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129978	MOW/406 E WABASH	\$69.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129978	MOW/313 E OHIO	\$164.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129978	MOW/1342 E CHERRY	\$69.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129978	MOW/1132 E GARRIOTT	\$164.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129978	MOW/616 N CENTRAL	\$69.00
01-80177	ALVARADO'S QUALITY MOWING	PO0129978	MOW/309 E INDIANA	\$69.00
01-80177	ALVARADO'S QUALITY MOWING	PO0130007	MOW/1406 N CENTRAL	\$69.00
01-80224	T & M PRINTING, INC.	PO0130011	BUSINESS CARDS/S LOCKE	\$29.95
			<u>CODE ENFORCEMENT TOTAL</u>	<u>\$7,055.55</u>

FUND 10 DEPT 400 - ENGINEERING

01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$245.90
01-02116	MESHEK & ASSOCIATES, PLC	PO0122887	G-1502A PROFESSIONAL SERVICE	\$937.50
01-02465	PICTOMETRY	PO0130005	LICENSED IMAGING SERVICE/SUPPORT	\$2,097.68
01-16145	PETTY CASH	PO0130154	REIMB/TRAVEL/M KATTA	\$133.60
01-16145	PETTY CASH	PO0130158	REIMB/TRAVEL/L SHELDON	\$19.46
01-16145	PETTY CASH	PO0130158	REIMB/TRAVEL/J ORTIZ-LOPEZ	\$18.01
01-16145	PETTY CASH	PO0130158	REIMB/TRAVEL/S CARR	\$23.92
			<u>ENGINEERING TOTAL</u>	<u>\$3,476.07</u>

FUND 10 DEPT 700 - PUBLIC WORKS MGMT

01-01163	ADVANCED WATER SOLUTIONS	PO0129975	MONTHLY SERVICE 8/15	\$49.00
01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$447.09
01-02466	FIRECO OF OKLAHOMA, INC.	PO0130072	FIRE EXTINGUISHER	\$62.00
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0129919	JANITORIAL SERVICE 7/15	\$1,448.40
01-04736	DIGITAL SUPPLY CENTER, INC.	PO0129819	TONER (2)	\$1,237.86
01-13017	MUNN SUPPLY, INC.	PO0130148	CYLINDER RENTAL	\$336.22
01-13017	MUNN SUPPLY, INC.	PO0130066	CYLINDER RENTAL	\$494.14
			<u>PUBLIC WORKS MGMT TOTAL</u>	<u>\$4,074.71</u>

FUND 10 DEPT 710 - FLEET MAINTENANCE

01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$204.33
01-01908	DOUBLE CHECK COMPANY, INC.	PO0130067	FUEL PUMP REPAIR	\$201.95
01-13218	MYERS TIRE SUPPLY, INC.	PO0130089	O-RINGS/TIRE GAUGES/PATCHES	\$312.35
01-19001	STANLEY'S WRECKER SERVICE	PO0130063	V125 TOW IN	\$148.73
01-35300	UNIFIRST, INC.	PO0130073	SHOP TOWEL SERVICE	\$175.39
01-35300	UNIFIRST, INC.	PO0130112	SHOP TOWEL SERVICE	\$495.81
01-80246	ATWOODS	PO0129911	BOOTS/J HALL	\$99.99
			<u>FLEET MAINTENANCE TOTAL</u>	<u>\$1,638.55</u>

FUND 10 DEPT 730 - PARKS & RECREATION

01-01338	J & P SUPPLY, INC.	PO0130050	DISINFECTANT/MOP BUCKET/SOAP	\$309.31
01-01568	OAKWOOD POOL & SPAS, INC.	PO0129944	CHLORINE TABS	\$2,400.00
01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$4,502.98
01-01943	JOHNSTON SEED COMPANY, INC.	PO0130029	GRASS SEED/SOCCER FIELD	\$1,900.00
01-03107	CHEM-CAN SERVICES, INC.	PO0129947	PORTABLE TOILET RENTAL 8/15	\$165.00
01-03107	CHEM-CAN SERVICES, INC.	PO0129949	PORTABLE TOILET RENTAL 8/15	\$484.00
01-04033	DOLESE BROTHERS CO., INC.	PO0130055	CONCRETE BLOCKS (20)	\$700.00
01-04394	ASH RECREATION & DESIGN. LLC	PO0130026	MULCH	\$2,400.00
01-04821	KIEFER SWIM PRODUCTS	PO0129950	SWIMSUIT	\$32.44
01-04821	KIEFER SWIM PRODUCTS	PO0129953	SWIMSUITS (3)	\$71.85
01-25008	YMCA	PO0130080	LIFEGUARD TRAINING (6)	\$1,050.00
01-30830	LOCKE SUPPLY, INC.	PO0129942	DRAINS	\$19.25
01-35300	UNIFIRST, INC.	PO0129955	WIPERS/MATS/BAGS	\$64.43
01-35300	UNIFIRST, INC.	PO0129957	WIPERS/MATS/BAGS	\$64.43
01-35300	UNIFIRST, INC.	PO0130112	SHOP TOWEL SERVICE	\$64.43
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0130030	TRIMMER REPAIR	\$56.04
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0130031	COVER/SPOOL/SLEEVE	\$49.22
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0130032	LABOR/SPARK PLUGS/FILTER	\$43.97
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0130127	FILTER/SPARK PLUG	\$8.28
01-59360	FASTENAL COMPANY	PO0129945	BACKBOARD BRACE	\$48.55
01-80246	ATWOODS	PO0129914	BOOTS/J HAMBLIN	\$125.00
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0130042	POST HOLE DIGGER/WEED POPPER	\$79.94
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0130118	PRUNER/GARDEN HOE	\$55.98
			<u>PARKS &amp; RECREATION TOTAL</u>	<u>\$14,695.10</u>

FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT.

01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0130022	ANGLE IRON	\$25.95
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0130024	FLAT IRON	\$18.22
01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$964.65
01-02243	BB MACHINE & SUPPLY, INC.	PO0130087	V584 DRIVELINE	\$1,192.04
01-03089	CUMMINS CONSTRUCTION EQUIP. CO., I	PO0130037	ASPHALT	\$2,423.63
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0130086	V162 WINDOW	\$298.84
01-04033	DOLESE BROTHERS CO., INC.	PO0130164	CONCRETE	\$1,521.50
01-08109	HUTCHINSON SALT CO, INC	PO0129243	ROCK SALT (600 TONS)	\$10,948.21
01-19001	STANLEY'S WRECKER SERVICE	PO0130090	V575 TOW IN	\$75.00
01-19235	SOUTHWEST TRUCK PARTS, INC.	PO0130135	V125 DIFFERENTIAL	\$1,095.00
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0130018	TRIMMER STRING	\$38.99

01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0130019	TRIMMER STRING	\$35.20
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0130021	TRIMMER STRING	\$91.98
01-76250	LOGAN COUNTY ASPHALT COMPANY	PO0130043	PROLINE COLD PATCH	\$4,249.23
01-80153	KINNUNEN, INC.	PO0129964	REBAR/TRUNCATED DOME (4)	\$565.68
			<u>STRMWTR &amp; ROADWAY MAINT. TOTAL</u>	<u>\$23,544.12</u>

FUND 10 DEPT 750 - TECHNICAL SERVICES

01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$1,474.37
01-02123	BRADFORD INDUSTRIAL SUPPLY CORP.	PO0129965	AC/HEAT SYSTEM	\$1,576.84
01-03695	CUSTOM TRAILER SALES, INC.	PO0128832	TILT TRAILER	\$6,034.05
01-04813	GME SUPPLY COMPANY	PO0129618	TRUCK PULLEY	\$3,217.36
			<u>TECHNICAL SERVICES TOTAL</u>	<u>\$12,302.62</u>

FUND 10 DEPT 900 - LIBRARY

01-01338	J & P SUPPLY, INC.	PO0129876	TOWELS/TISSUE/LINERS	\$374.22
01-01338	J & P SUPPLY, INC.	PO0129880	HAND SOAP/LINERS	\$103.94
01-01338	J & P SUPPLY, INC.	PO0129881	GLOVES	\$34.89
01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$8,540.85
01-03702	NEWSBANK, INC.	PO0129855	ANNUAL ONLINE SUBSCRIPTION	\$5,320.00
01-04345	LAWTON PUBLIC LIBRARY	PO0129906	BOOK CD	\$18.00
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0129886	COPIER USAGE 7/15	\$326.68
01-04829	UNIVERSITY OF ARKANSAS	PO0129907	BOOK	\$90.00
01-15148	OK DEPT. OF LIBRARIES	PO0129835	CERTIFICATION FEE/J REGIER	\$20.00
01-16145	PETTY CASH	PO0130158	REIMB/TRAVEL/J CHAMPION	\$73.39
01-30750	U S POSTAL SERVICE-ENID	PO0130035	POSTAGE	\$100.00
01-32090	POLK DIRECTORIES, INC.	PO0129856	CITY DIRECTORY	\$350.00
01-50210	LOWE'S HOME CENTERS, INC.	PO0129882	DUST MOP/PAPER TOWELS/SPONGE	\$76.75
01-50210	LOWE'S HOME CENTERS, INC.	PO0129883	BATTERIES (15)	\$115.26
01-57310	PURCHASE POWER	PO0130101	QUARTERLY POSTAGE 8/15	\$3,000.00
01-65460	ACTSHON PEST CONTROL	PO0130040	PEST CONTROL 8/15	\$15.00
			<u>LIBRARY TOTAL</u>	<u>\$18,558.98</u>

FUND 10 DEPT 950 - SALES TAX TRANS.

01-03060	CENTRAL NATIONAL BANK	PO0130082	EMA SALES TAX TRANSFER 8/15	\$751,139.72
01-19099	SECURITY NATIONAL BANK	PO0130084	SCHOOL SALES TAX TRANSFER 8/15	\$118,883.28
01-77520	BANK OF OKLAHOMA, NA	PO0130083	SCHOOL BOND TAX TRANSFER 8/15	\$85,082.24
			<u>SALES TAX TRANS. TOTAL</u>	<u>\$955,105.24</u>

FUND 10 DEPT 955 - CAPITAL ASSETS & PROJECTS

01-03521	TRIBRIDGE HOLDINGS, LLC	PO0129744	IT-1601 GP DYNAMICS UPGRADE	\$3,977.50
01-03521	TRIBRIDGE HOLDINGS, LLC	PO0129744	IT-1601 GP DYNAMICS UPGRADE	\$323.75
01-04461	THE FIELD SHOP, INC.	PO0128849	OPTICAL FIBER CONNECTOR/OUTPUT	\$2,166.00
01-16008	PINKLEY SALES CO.	PO0127950	TRAFFIC SIGNAL CONTROLLER	\$5,948.00
			<u>CAPITAL ASSETS &amp; PROJECTS TOTAL</u>	<u>\$12,415.25</u>

FUND 12 DEPT 125 - SPECIAL PROJECT

01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$832.53
			<u>SPECIAL PROJECT TOTAL</u>	<u>\$832.53</u>

FUND 14    DEPT 145 - HEALTH FUND

01-01869	DEARBORN LIFE INSURANCE CO.	PO0130151	INSURANCE PREMIUMS 8/15	\$2,642.88
01-64810	WORKSITE BENEFIT PLANS, INC.	PO0130062	125 PLAN FEES 7/15	\$464.80
01-64810	WORKSITE BENEFIT PLANS, INC.	PO0130062	125 PLAN FEES 8/15	\$463.80
01-70870	FOCUS INSTITUTE, INC.	PO0130059	EAP SERVICES 8/15	\$1,233.33
01-78180	BLUE CROSS BLUE SHIELD OK	PO0130053	DENTAL FEES 7/15	\$1,756.74
01-78180	BLUE CROSS BLUE SHIELD OK	PO0130053	DENTAL CLAIMS 7/15	\$25,125.90
01-78180	BLUE CROSS BLUE SHIELD OK	PO0130053	HEALTH ADMIN FEES 7/15	\$21,957.93
01-78180	BLUE CROSS BLUE SHIELD OK	PO0130053	HEALTH CLAIMS 7/15	\$422,286.14
			<u>HEALTH FUND TOTAL</u>	<u>\$475,931.52</u>

FUND 20    DEPT 000 - N.A.

01-80343	FENTRESS OIL COMPANY, INC.	PO0129838	OIL/ST	\$203.95
			<u>N.A. TOTAL</u>	<u>\$203.95</u>

FUND 20    DEPT 205 - AIRPORT

01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$261.59
01-04007	HAGAR RESTAURANT SERVICE, INC.	PO0129972	PILOT LIGHT STEMS/SLEEVES	\$37.62
01-04318	THE CANVAS SHOP, LLC	PO0129916	WINDSOCKS (2)	\$70.00
01-05070	ENID MACK SALES, INC.	PO0130068	V803 A/C REPAIR	\$1,034.96
01-12007	LUCKINBILL, INC.	PO0129158	A/C REPAIR	\$4,694.23
01-16145	PETTY CASH	PO0130158	REIMB/TRAVEL/C ARTHUR	\$189.39
01-23062	WATER ONE, INC.	PO0129820	RO/WATER SOFTENER RENTAL 7/15	\$47.00
01-23076	WING AERO PRODUCTS, INC.	PO0129827	CHARTS/SECTIONALS	\$23.25
01-33210	P & K EQUIPMENT, INC.	PO0129979	U-JOINT INSTALL	\$113.67
01-39700	GARFIELD CO. LEGAL NEWS	PO0130121	A-1301E PUBLICATION	\$626.00
01-50210	LOWE'S HOME CENTERS, INC.	PO0129952	TRIMMER BRUSH (2)	\$137.06
			<u>AIRPORT TOTAL</u>	<u>\$7,234.77</u>

FUND 22    DEPT 225 - GOLF

01-00988	BUSBY PUMP AND SUPPLY	PO0128830	VFD DRIVES/INSTALL	\$11,126.00
01-01338	J & P SUPPLY, INC.	PO0129940	LINERS	\$40.76
01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$666.25
01-02446	JOHN DEERE FINANCIAL	PO0129229	MOWER LEASE 8/15	\$622.37
01-02539	BWI COMPANIES, INC.	PO0129868	FUNGICIDE	\$1,290.05
01-02539	BWI COMPANIES, INC.	PO0129847	FERTILIZER	\$271.21
01-03107	CHEM-CAN SERVICES, INC.	PO0129845	PORTABLE TOILET RENTAL 7/15	\$77.00
01-04173	DE LAGE PUBLIC FINANCE, LLC.	PO0129230	BLADE GRINDER LEASE 8/15	\$377.15
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0129919	JANITORIAL SERVICE 7/15	\$675.61
01-04713	SIMPLOT PARTNERS	PO0129869	FERTILIZER	\$1,617.60
01-04713	SIMPLOT PARTNERS	PO0129851	FERTILIZER	\$388.60
01-04713	SIMPLOT PARTNERS	PO0129852	FERTILIZER	\$710.00
01-04744	CHELSEA INFORMATION SYSTEMS, INC.	PO0129836	HOSTED RESERVATIONS 9/15	\$245.00
01-04828	TURF PRIDE, LLC	PO0129897	SHIPPING FEE	\$45.14
01-33210	P & K EQUIPMENT, INC.	PO0129848	SPRINGS/PIN	\$21.96
01-33210	P & K EQUIPMENT, INC.	PO0130016	WHEEL ASSEMBLY (2)	\$190.00

01-33210	P & K EQUIPMENT, INC.	PO0130017	BELTS (4)	\$90.96
01-65460	ACTSHON PEST CONTROL	PO0129939	PESTICIDE	\$75.00
01-73330	IROQUOIS PRODUCTS, INC.	PO0129849	TOWELS	\$166.27
01-80215	PROFESSIONAL TURF PRODUCTS, INC.	PO0129846	ROLLER SHAFT	\$76.39
01-80215	PROFESSIONAL TURF PRODUCTS, INC.	PO0129850	ROLLER SHAFT	\$176.33
			<b>GOLF TOTAL</b>	<b>\$18,949.65</b>

FUND 30 DEPT 305 - STREET & ALLEY

01-04033	DOLESE BROTHERS CO., INC.	PO0125518	R-1505A 2015 CONCRETE REPAIRS	\$2,911.70
01-60230	RICK LORENZ CONSTRUCTION	PO0127771	R-1401A 2014 LOCAL STREET PROGRAM	\$828.02
01-60230	RICK LORENZ CONSTRUCTION	PO0121360	R-1401A 2014 LOCAL STREET PROGRAM	\$10,200.00
01-60230	RICK LORENZ CONSTRUCTION	PO0128853	R-1401A 2014 LOCAL STREET PROGRAM	\$54,043.26
			<b>STREET &amp; ALLEY TOTAL</b>	<b>\$67,982.98</b>

FUND 31 DEPT 230 - UTILITY BILLING

01-01163	ADVANCED WATER SOLUTIONS	PO0130036	WATER COOLER RENTAL 8/15	\$23.55
01-02750	AQUA EXPRESS NORTH, LLC	PO0130052	V373/V375 TRUCK WASH	\$15.00
			<b>UTILITY BILLING TOTAL</b>	<b>\$38.55</b>

FUND 31 DEPT 315 - E.M.A.

01-04348	ARNOLD, BART L.	PO0129813	WC/MEDICAL	\$323.00
01-04348	ARNOLD, BART L.	PO0129933	WC/MEDICAL	\$18.09
			<b>E.M.A. TOTAL</b>	<b>\$341.09</b>

FUND 31 DEPT 760 - SOLID WASTE SERVICES

01-00146	CINTAS CORPORATION LOC. 624	PO0129888	SHOP TOWEL SERVICE	\$70.54
01-00612	PHYSICIANS GROUP, LLC	PO0129865	WC/MEDICAL	\$7,016.70
01-01163	ADVANCED WATER SOLUTIONS	PO0129963	FILTERS	\$30.00
01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$1,612.02
01-01800	COMMUNITY HOSPITAL, LLC	PO0129884	WC/MEDICAL	\$4,581.04
01-02243	BB MACHINE & SUPPLY, INC.	PO0129961	V252/V185 HOSES (5)	\$223.06
01-03022	CULLIGAN OF ENID	PO0129986	WATER COOLER RENTAL 7/15	\$8.50
01-03022	CULLIGAN OF ENID	PO0129986	BOTTLED WATER	\$6.00
01-03107	CHEM-CAN SERVICES, INC.	PO0129889	PORTABLE TOILET RENTAL 7/15	\$175.00
01-03110	VERMEER GREAT PLAINS	PO0129826	V252 GRINDER CHAIN	\$234.42
01-03110	VERMEER GREAT PLAINS	PO0129977	V252 GRINDER	\$969.72
01-03921	EXPRESS SCRIPTS, INC.	PO0129874	WC/MEDICAL	\$152.63
01-04033	DOLESE BROTHERS CO., INC.	PO0129825	CRUSHER RUN	\$1,200.74
01-04033	DOLESE BROTHERS CO., INC.	PO0130075	CRUSHER RUN	\$3,973.08
01-04742	SMITH, BOBBY A.	PO0129864	WC/TRAVEL REIMB	\$89.44
01-05070	ENID MACK SALES, INC.	PO0130068	V212 EXHAUST REPAIR/C-PIPE	\$571.86
01-07102	GARFIELD R W D #5	PO0129899	MONTHLY SERVICE 7/15	\$50.03
01-09006	INDUSTRIAL MATERIAL CORP.	PO0130079	LOCK SET/RECYCLING CENTER	\$96.35
01-19235	SOUTHWEST TRUCK PARTS, INC.	PO0129959	V608 AIR BRAKE LINE	\$13.62



01-33210	P & K EQUIPMENT, INC.	PO0129921	V566 O-RINGS	\$9.36
01-38980	SWANA	PO0129923	MOLO TRAINING/CERT/S DELANGEL	\$1,495.00
01-51430	ENID P T PROFESSIONALS	PO0130003	WC/MEDICAL	\$136.77
01-80343	FENTRESS OIL COMPANY, INC.	PO0129938	OIL	\$1,972.52
01-80343	FENTRESS OIL COMPANY, INC.	PO0130136	OIL	\$1,546.67
01-80343	FENTRESS OIL COMPANY, INC.	PO0130081	OIL	\$3,134.07
01-80343	FENTRESS OIL COMPANY, INC.	PO0130162	OIL	\$652.97
			<b>SOLID WASTE SERVICES TOTAL</b>	<b>\$30,022.11</b>

FUND 31 DEPT 785 - PUBLIC UTILITIES MGMT

01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$403.44
01-03512	PACE ANALYTICAL SERVICES, INC.	PO0129841	SAMPLE ANALYSIS	\$385.60
01-03512	PACE ANALYTICAL SERVICES, INC.	PO0129843	SAMPLE ANALYSIS	\$186.80
01-03512	PACE ANALYTICAL SERVICES, INC.	PO0130054	SAMPLE ANALYSIS	\$186.80
01-04837	AHMED, SHAMEEM	PO0130051	WC/TRAVEL REIMB	\$935.21
			<b>PUBLIC UTILITIES MGMT TOTAL</b>	<b>\$2,097.85</b>

FUND 31 DEPT 790 - WATER PRODUCTION

01-00781	INTERSTATE ALL BATTERY CENTER, INC	PO0130091	CELL PHONE BATTERY	\$55.10
01-00878	BROWN'S SHOE FIT COMPANY	PO0129912	BOOTS/T KELLEY	\$229.50
01-01178	ACCURATE, INC.	PO0129896	SAMPLE ANALYSIS	\$175.00
01-01178	ACCURATE, INC.	PO0129910	W-1510 SAMPLE ANALYSIS	\$300.00
01-01178	ACCURATE, INC.	PO0130116	W-1510 SAMPLE ANALYSIS	\$300.00
01-01178	ACCURATE, INC.	PO0130116	SAMPLE ANALYSIS	\$50.00
01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$273.90
01-02204	CORRPRO CO., INC.	PO0130074	WATER INSPECTION SERVICE	\$980.00
01-08022	HUGHES LUMBER CO., LLC	PO0130106	CONCRETE	\$11.39
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0129890	WEED EATER	\$329.99
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0130127	MOWER BLADE/CARBURETORS/FILTER	\$254.33
01-80258	BRENNTAG SOUTHWEST, INC.	PO0129317	CHLORINE	\$1,691.80
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0130118	GARDEN SPRAYER	\$43.98
			<b>WATER PRODUCTION TOTAL</b>	<b>\$4,694.99</b>

FUND 31 DEPT 795 - WATER RECLAMATION SERVICES

01-01001	A & B RADIATOR SERVICE	PO0130085	V354 RADIATOR REPAIR	\$120.00
01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$832.50
01-03538	DESERT DIAMOND INDUSTRIES LLC	PO0130132	CHAINSAW/BLADE	\$2,420.00
01-04115	DITCH WITCH OF OKLAHOMA	PO0129985	CLAMP ASSEMBLY	\$380.50
01-04750	LOEWENSTEIN, JOSHUA M	PO0129872	WC/TRAVEL REIMB	\$64.06
01-08022	HUGHES LUMBER CO., LLC	PO0130106	GRAVEL	\$8.16
01-13089	MERRIFIELD OFFICE SUPPLY	PO0129866	INK CARTRIDGES (7)	\$233.85
01-13089	MERRIFIELD OFFICE SUPPLY	PO0129867	DRY ERASE/NOTEBOOKS/CLIPBOARDS	\$30.09
01-16145	PETTY CASH	PO0130134	REIMB/DRILL REPAIR	\$20.00
01-16145	PETTY CASH	PO0130154	REIMB/TRAVEL/A CARUTHERS	\$58.25
01-16145	PETTY CASH	PO0130154	REIMB/TRAVEL/M PEREZ	\$35.56
01-16145	PETTY CASH	PO0130154	REIMB/TRAVEL/N MITCHELL	\$31.63

01-19235	SOUTHWEST TRUCK PARTS, INC.	PO0130071	V516 CLUTCH	\$747.90
01-19235	SOUTHWEST TRUCK PARTS, INC.	PO0130088	V516 TRANSMISSION	\$2,023.37
01-79090	ST MARYS REGIONAL MEDICAL CENTER	PO0129994	WC/MEDICAL	\$591.89
01-80153	KINNUNEN, INC.	PO0129917	PUMPS (2)	\$2,713.18
01-80246	ATWOODS	PO0129911	BOOTS/M PEREZ	\$125.00
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0130118	SCREWDRIVERS/PLIERS/RATCHET	\$122.92
			<u>WATER RECLAMATION SERVICES TOTAL</u>	<u>\$10,558.86</u>

FUND 31 DEPT 799 - WASTEWATER MGMT

01-00146	CINTAS CORPORATION LOC. 624	PO0129871	SHOP TOWEL SERVICE	\$142.80
01-00146	CINTAS CORPORATION LOC. 624	PO0129873	SHOP TOWEL SERVICE	\$95.09
01-00146	CINTAS CORPORATION LOC. 624	PO0129892	SHOP TOWEL SERVICE	\$285.27
01-01178	ACCURATE, INC.	PO0129902	PHOSPHORUS/AMMONIA TESTS	\$1,146.72
01-01178	ACCURATE, INC.	PO0129948	THERMOSTAT REACTOR BLOCK	\$1,274.04
01-01338	J & P SUPPLY, INC.	PO0129898	COFFEE/INSECT REPELLENT	\$150.17
01-03022	CULLIGAN OF ENID	PO0129885	SOLAR SALT	\$140.00
01-03107	CHEM-CAN SERVICES, INC.	PO0129844	SEPTIC TANK CLEANING	\$530.00
01-03107	CHEM-CAN SERVICES, INC.	PO0129875	SEPTIC TANK CLEANING	\$265.00
01-04429	STOVER & ASSOCIATES, INC	PO0129554	PROFESSIONAL SERVICE 7/15	\$105,264.21
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0129919	JANITORIAL SERVICE 7/15	\$574.56
01-13017	MUNN SUPPLY, INC.	PO0129903	CYLINDER RENTAL	\$9.00
01-59250	USA BLUEBOOK	PO0129870	CHEMICAL DROPPER	\$142.38
01-59250	USA BLUEBOOK	PO0129887	SAFETY GLASSES (6)	\$55.71
			<u>WASTEWATER MGMT TOTAL</u>	<u>\$110,074.95</u>

FUND 33 DEPT 335 - V.D.A.

01-00223	COOPER, MICHAEL G.	PO0129431	CONSULTING SERVICE 8/15	\$10,000.00
01-00332	TRAVEL ENTERPRISE, INC.	PO0129900	AIRFARE/J GILBERT	\$494.00
01-01227	AUTRY VO-TECH CENTER	PO0130128	TUITION ASSISTANCE	\$300.00
			<u>V.D.A. TOTAL</u>	<u>\$10,794.00</u>

FUND 40 DEPT 405 - CAPITAL IMPROVEMENT

01-00158	C-P INTEGRATED SERVICES INC.	PO0127172	M-1505 E BROADWAY RAMPS/TRAIL	\$61,804.88
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0129937	P-1503A REBAR/EXP JOINT/CHAIN	\$2,474.00
01-04033	DOLESE BROTHERS CO., INC.	PO0129946	P-1503A CRUSHER RUN/CONCRETE	\$2,268.95
01-04033	DOLESE BROTHERS CO., INC.	PO0130034	P-1503A 2015 CONCRETE REPAIRS	\$458.00
01-12007	LUCKINBILL, INC.	PO0124154	W-1203B WATER RELOCATION	\$167,200.95
01-15061	OK CORRECTIONAL INDUST.	PO0128525	P-1504 BENCHES (10)	\$2,317.50
			<u>CAPITAL IMPROVEMENT TOTAL</u>	<u>\$236,524.28</u>

FUND 41 DEPT 415 - STREET IMPROVEMENT

01-60230	RICK LORENZ CONSTRUCTION	PO0120495	R-1401A 2014 LOCAL STREET PROGRAM	\$807.94
			<u>STREET IMPROVEMENT TOTAL</u>	<u>\$807.94</u>

FUND 42    DEPT 425 - SANITARY SEWER FUND

01-03681	MATTHEWS TRENCHING CO.	PO0125829	S-1304A 54TH ST SEWER IMPROVEMENT	\$88,130.13
			<u>SANITARY SEWER FUND TOTAL</u>	<u>\$88,130.13</u>

FUND 44    DEPT 445 - WATER CAP. IMPROVEMENT FUND

01-03707	DOERNER, SAUNDERS, DANIEL & ANDERS	PO0130056	W-1304A PROFESSIONAL SERVICE	\$75.00
01-03707	DOERNER, SAUNDERS, DANIEL & ANDERS	PO0130138	W-1304A WATER RIGHTS	\$75.00
01-04835	LILLIE, GARY	PO0130020	W-0906A PRODUCTION WELL INSTALL	\$3,100.00
01-32020	OK WATER RESOURCES BOARD	PO0129924	W-1601A PERMIT FEE	\$195.00
			<u>WATER CAP. IMPROVEMENT FUND TOTAL</u>	<u>\$3,445.00</u>

FUND 50    DEPT 505 - 911

01-02465	PICTOMETRY	PO0130005	LICENSED IMAGING SERVICE/SUPPORT	\$2,097.66
01-42400	AT & T	PO0129956	MONTHLY SERVICE 8/15	\$1,788.96
01-66190	AT&T	PO0129976	MONTHLY SERVICE 8/15	\$10,408.99
			<u>911 TOTAL</u>	<u>\$14,295.61</u>

FUND 51    DEPT 515 - POLICE

01-01780	B & B LAWN CARE	PO0130105	MONTHLY MOWING 7/15	\$400.00
01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$3,927.92
01-02082	AT&T MOBILITY	PO0129894	MONTHLY SERVICE 7/15	\$1,649.09
01-02082	AT&T MOBILITY	PO0129960	MONTHLY SERVICE 7/15	\$478.12
01-02465	PICTOMETRY	PO0130005	LICENSED IMAGING SERVICE/SUPPORT	\$2,097.66
01-03491	COPS PRODUCTS, LLC	PO0130077	UNIFORM SHIRTS/HATS/JACKET	\$1,184.03
01-03569	GRIMSLEY'S, INC.	PO0129951	FLOOR BRUSH	\$59.89
01-03609	ALL TRAFFIC SOLUTIONS	PO0130107	BATTERY CHARGERS	\$135.00
01-04164	OK DEPT. OF PUBLIC SAFETY	PO0130145	OLETS USER FEE	\$350.00
01-05110	ENID NOON AMBUCS	PO0129893	QTRLY DUES/B SKAGGS	\$165.05
01-13036	MESSER BOWERS	PO0129909	NOTARY BOND (2)	\$60.00
01-13089	MERRIFIELD OFFICE SUPPLY	PO0130143	PAPER/CD SLEEVES/CDR/DVD	\$140.99
01-13089	MERRIFIELD OFFICE SUPPLY	PO0130144	NOTARY STAMP/J PRIEST	\$25.50
01-13145	MID-AMERICA WHOLESAL, INC.	PO0129954	RETIREMENT RECEPTION/D GRASSINO	\$143.96
01-13145	MID-AMERICA WHOLESAL, INC.	PO0130142	COFFEE/CREAM	\$253.42
01-16004	PDQ PRINTING	PO0129958	ID CARD/D GRASSINO	\$5.00
01-16004	PDQ PRINTING	PO0130130	ID CARD/BUSINESS CARDS (2)	\$192.00
01-16145	PETTY CASH	PO0130134	NOTARY BOND/M EVANS	\$10.00
01-16145	PETTY CASH	PO0130134	NOTARY (3)	\$45.00
01-19087	SIRCHIE FINGER PRINT LAB	PO0129908	DRUG SCREENING TESTS (29)	\$427.75
01-19165	STEVENS FORD, INC.	PO0130070	V2055 COLLISION REPAIR	\$959.00
01-30420	OLSON ANIMAL HOSPITAL, INC.	PO0130153	REIMB/VACCINES	\$30.00
01-79290	SIGN SHACK THE	PO0130129	DECAL REPAIRS (9)	\$760.00
			<u>POLICE TOTAL</u>	<u>\$13,499.38</u>

FUND 52    DEPT 525 - C.I.C.

01-02082	AT&T MOBILITY	PO0129894	MONTHLY SERVICE 7/15	\$175.92
			<u>C.I.C. TOTAL</u>	<u>\$175.92</u>

FUND 60    DEPT 605 - CONFERENCE CENTER

01-07036	GRAINGER, INC.	PO0130152	GENERATOR	\$594.30
01-15125	OK GAS & ELECTRIC	PO0129990	MONTHLY SERVICE 8/15	\$25,159.13
			<u>CONFERENCE CENTER TOTAL</u>	<u>\$25,753.43</u>

FUND 65    DEPT 655 - FIRE

01-00612	PHYSICIANS GROUP, LLC	PO0129989	WC/MEDICAL/R LIVINGSTON	\$131.83
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0130102	V1044 TURN SIGNAL	\$122.89
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0130102	V1040 SENSOR	\$102.30
01-01197	EVERYMAN'S OPTION LLC	PO0130122	OIL ABSORBENT	\$318.00
01-01338	J & P SUPPLY, INC.	PO0130078	GLOVES/DISH SOAP	\$190.19
01-01338	J & P SUPPLY, INC.	PO0130096	TOWELS/GLOVES/CLEANER/LINERS	\$369.06
01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$1,216.63
01-02082	AT&T MOBILITY	PO0130111	IPAD DATA PLAN 8/15	\$24.17
01-02146	SPRINT NEXTEL	PO0130099	MONTHLY SERVICE 8/15	\$19.09
01-02363	CONRAD FIRE EQUIP., INC.	PO0130123	V1042 AC SWITCH/SEAT BUCKLE/BELT	\$185.42
01-02465	PICTOMETRY	PO0130005	LICENSED IMAGING SERVICE/SUPPORT	\$2,097.66
01-03765	SMOKIN OKIE DIESEL	PO0129312	V1025 WIRE ASSEMBLY REPAIR	\$7,284.73
01-03921	EXPRESS SCRIPTS, INC.	PO0130000	WC/MEDICAL/R LIVINGSTON	\$105.73
01-04630	A C OWEN CONSTRUCTION. LLC	PO0125182	M-1408A FIRE STATION/STA 4	\$165,494.75
01-04839	STEELE FIRE APPARATUS, LLC	PO0130163	V1043 SENSOR KIT	\$292.24
01-15006	OK GLASS & WALLPAPER	PO0130110	GARAGE DOOR REPAIR	\$15.16
01-19001	STANLEY'S WRECKER SERVICE	PO0130125	V1008/V1025 TOW IN	\$150.00
01-19004	SHERWIN-WILLIAMS CO., INC.	PO0130114	HYDRANT PAINT/BRUSHES	\$557.87
01-19165	STEVENS FORD, INC.	PO0130115	V1019 TANK ASSEMBLY	\$84.67
01-20108	TOTAL COM, INC.	PO0130100	ANTENNA INSTALL/RADIO REPAIR	\$93.00
01-33210	P & K EQUIPMENT, INC.	PO0130108	BELT	\$73.45
01-38950	IFSTA FIRE PROTECTION PUB.	PO0130119	BOOKS (12)	\$799.00
01-46390	FEDERAL SIGNAL CORP.	PO0130113	SIREN REPAIR	\$76.94
01-51430	ENID P T PROFESSIONALS	PO0129877	WC/MEDICAL/R LIVINGSTON	\$366.54
01-55160	BOUND TREE MEDICAL, LLC	PO0130126	BANDAGES/SEAL/SHEARS	\$275.16
01-79980	PIONEER BUSINESS SOLUTION	PO0130104	MONTHLY SERVICE 8/15	\$32.91
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0130124	HOSES/CLAMPS/WEED KILLER/SEALANT	\$136.82
			<u>FIRE TOTAL</u>	<u>\$180,616.21</u>

FUND 99    DEPT 995 - EPTA

01-00793	ONESOURCE MANAGED SERVICES	PO0130093	COPIER USAGE 8/15	\$55.00
01-01163	ADVANCED WATER SOLUTIONS	PO0130095	WATER COOLER RENTAL 8/15	\$23.55
01-01783	JP MORGAN CHASE	PO0130065	CHASE PAYMENT	\$1,119.56
01-02082	AT&T MOBILITY	PO0130103	MONTHLY SERVICE 7/15	\$222.53
01-02964	4R KIDS FOUNDATION, INC.	PO0130094	SHREDDING 7/15	\$10.00

01-15127	OK NATURAL GAS	PO0130097	MONTHLY SERVICE 7/15	\$89.49
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0130150	PHYSICALS (5)	\$400.00
01-47300	OK TURNPIKE AUTHORITY	PO0130098	TOLL	\$1.55
			<u>EPTA TOTAL</u>	<u>\$1,921.68</u>

FUND 70    DEPT 705 - CDBG

70-16145	PETTY CASH	PO0130157	REIMB/B-13 (392)TRAVEL/S CARR	\$95.40
			<u>CDBG TOTAL</u>	<u>\$95.40</u>

COMBINED BREAKDOWN OF TOTALS

EMA	\$157,828.40
EEDA	\$0.00
REMAINING FUNDS	\$2,418,556.96
 TOTAL CLAIMS	 \$2,576,385.36

## PURCHASING CARD CLAIMS LIST

8/18/2015

**FUND 10 DEPT 100 - ADMINISTRATIVE SERVICES**

ACE HARDWARE	PO0130065	BRACKETS/SCREWS	33.71
BB MACHINE & SUPPLY IN	PO0130065	LUBRICANT/GREASE CARTRIDGE/BELTS	71.58
BRADFORD INDUSTRIAL SP	PO0130065	FILTERS	56.40
CENEX FARMERS 07053606	PO0130065	INSECTICIDE	53.50
NATIONAL LEAGUE OF CIT	PO0130065	NAT LEAGUE OF CITIES/J RILEY	690.00
PAYPAL *CITY MGMT A	PO0130065	CONF REGISTRATION/J RILEY	440.00
PAYPAL *OKLAHOMAMUN	PO0130065	OML ANNUAL CONF/J RILEY	282.50
SQ *ON THE SIDEWALK BA	PO0130065	MEAL (2)/DEPT MEETING	26.95
<b>ADMINISTRATIVE SERVICES TOTAL</b>			<b>1,654.64</b>

**FUND 10 DEPT 110 - HUMAN RESOURCES**

ACE HARDWARE	PO0130065	SPRAYER/BOLTS	18.99
LOWES #00205*	PO0130065	GIFT CARD/RETIREMENT	260.00
LOWES #00205*	PO0130065	MULCH/SPRINKLER/INSECTICIDE	234.33
PREHIRE SCREENING SERV	PO0130065	BACKGROUND SCREENS	573.15
WM SUPERCENTER #499	PO0130065	VENDING MACHINE SNACKS	30.51
<b>HUMAN RESOURCES TOTAL</b>			<b>1,116.98</b>

**FUND 10 DEPT 120 - LEGAL SERVICES**

OFFICE DEPOT #1079	PO0130065	CHAIR MATS/COFFEE/MOUSE/KEYBOARD	207.46
<b>LEGAL SERVICES TOTAL</b>			<b>207.46</b>

**FUND 10 DEPT 140 - SAFETY**

OKLAHOMA SAFETY CO	PO0130065	MEAL/OK SAFETY COUNCIL MEETING/L ANGUIANO	15.00
PARADISE DONUTS	PO0130065	MEAL (24)/SUPERVISORS MEETING	51.95
WESTERN SIZZLIN	PO0130065	MEAL (2)/DEPARTMENT OF LABOR MEETING	20.87
<b>SAFETY TOTAL</b>			<b>87.82</b>

**FUND 10 DEPT 150 - PR/MARKETING**

JUMBO II LLC	PO01030065	CAKE/EMPLOYEE APPRECIATION	24.97
<b>PR/MARKETING TOTAL</b>			<b>24.97</b>

**FUND 10 DEPT 200 - GENERAL GOVERNMENT**

CAFE GARCIA	PO0130065	MEAL/COMMISSION MEETING	360.00
HOLIDAY INNS	PO0130065	(CREDIT) LODGING REFUND	(124.83)
JUMBO FOODS	PO0130065	MEAL/COMMISSION MEETING	47.44
PAYPAL *OKLAHOMAMUN	PO0130065	OML ANNUAL CONF/R JANZEN	252.50
<b>GENERAL GOVERNMENT TOTAL</b>			<b>535.11</b>

**FUND 10 DEPT 210 - ACCOUNTING**

CAFE GARCIA	PO0130065	MEAL (2)/DEPT MEETING	20.00
<b>ACCOUNTING TOTAL</b>			<b>20.00</b>

**FUND 10 DEPT 250 - INFORMATION TECHNOLOGY**

AMAZON MKTPLACE PMTS	PO0130065	CORDLESS HAMMER DRILL	158.44
CDW GOVERNMENT	PO0130065	BACKUP TAPES	155.30
GROUPON INC	PO0130065	WIRELESS RANGE EXTENDER	25.64
LIVEPERSON, INC	PO0130065	ONLINE CHAT/CITY OF ENID WEBSITE	159.00

**PURCHASING CARD CLAIMS LIST**

8/18/2015

QUANTUM CORPORATION	PO0130065	BACKUP TAPE/LIBRARY SUPPORT RENEWAL	1,350.00
WWW.NEWEGG.COM	PO0130065	MONITOR/STAND	255.96
		<b>INFORMATION TECHNOLOGY TOTAL</b>	<b>2,104.34</b>

**FUND 10 DEPT 400 - ENGINEERING**

BERKELEY PIZZA	PO0130065	MEAL/ESRI CONF/M KATTA	9.72
BLUE MOON	PO0130065	MEAL (2)/KAW LAKE MEETING	22.46
MEZE GREEK FUSION	PO0130065	MEAL/ESRI CONF/M KATTA	21.44
NATURAL BREAK QPS	PO0130065	MEAL/ESRI CONF/M KATTA	12.84
SAN DIEGO CONV CTR CON	PO0130065	MEAL/ESRI CONF/M KATTA	12.00
SHERATON SAN DIEGO MAR	PO0130065	LODGING/ESRI CONF/M KATTA	94.68
SHERATON SD MARINA DIN	PO0130065	MEAL/ESRI CONF/M KATTA	21.32
USA PARK OKLAHOMA CITY	PO0130065	PARKING/ESRI CONF/M KATTA	37.54
YELLOW RADIO SERVICE	PO0130065	TAXI/ESRI CONF/M KATTA	13.90
		<b>ENGINEERING TOTAL</b>	<b>245.90</b>

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

A-1 PLUMBING HEATING A	PO0130065	SHEETMETAL DUCT ELL	126.15
ADVANCED WATER SOLUTIO	PO0130065	WATER SOFTENER	49.00
LOCKE SUPPLY WHC ENID	PO0130065	SIDEWALL REGISTER/CAPACITOR	50.88
LOWES #00205*	PO0130065	CEILING TILE/DOOR KNOB	76.77
STAPLES 00106633	PO0130065	CAR CHARGER/COPY PAPER	70.98
WESTERN SIZZLIN	PO0130065	MEAL (3)/LUNCH INTERVIEW	73.31
		<b>PUBLIC WORKS MGMT TOTAL</b>	<b>447.09</b>

**FUND 10 DEPT 710 - FLEET MGMT**

LOWES #00205*	PO0130065	HOSE	72.33
NAPA TRACS	PO0130065	ONLINE VEHICLE INFO 8/15	132.00
		<b>FLEET MGMT TOTAL</b>	<b>204.33</b>

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

3MSTPAU TP54164 10-730	PO0130065	VINYL HIGH INTENSITY	522.00
ACE HARDWARE	PO0130065	HOSE BARB FITTING/HOSE CLAMPS	4.87
AMAZON MKTPLACE PMTS	PO0130065	SLOPE METERS (12)	418.80
AT&T O519 8327	PO0130065	PHONE CASE	50.00
ATWOOD 01 ENID	PO0130065	TRIMMER/PAINT/BOLTS/SPREADER	1,077.46
BB MACHINE & SUPPLY IN	PO0130065	V500 HOSE	43.40
HODGE PRODUCTS INC	PO0130065	PADLOCKS	130.80
LENNOX INDUSTRIES	PO0130065	CONDENSER FAN MOTOR	230.18
LITTLE CAESARS 0129 00	PO0130065	MEAL (8)/EMPLOYEE APPRECIATION	27.08
LOCKE SUPPLY WE ENID	PO0130065	LIGHT BULBS	136.16
LOWES #00205*	PO0130065	PAINT/SUPPLIES/KELLET VOLUNTEERS	535.53
OES GLOBAL, INC	PO0130065	GATORADE	363.02
PARADISE DONUTS	PO0130065	MEAL/DEPT MEETING	14.30
SHERWIN WILLIAMS #7185	PO0130065	SPRAY CAN MARKING PAINT	38.52
SIGNWAREHOUSE.COM	PO0130065	LAMINATING FILM	228.99
STAPLES 00106633	PO0130065	RECEIPT MACHINE	149.99
STUART C IRBY	PO0130065	LIGHT FIXTURE	266.60
VULCAN INC	PO0130065	SIGN BLANKS	92.20
WM SUPERCENTER #4390	PO0130065	POOL CONCESSIONS	173.08
		<b>PARKS &amp; RECREATION TOTAL</b>	<b>4,502.98</b>

## PURCHASING CARD CLAIMS LIST

8/18/2015

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

AT&T DATA	PO0130065	IPAD DATA PLAN 8/15	30.00
ATWOOD 01 ENID	PO0130065	TRIMMER MOWER	399.99
COUNTRY HOME PRODUCTS	PO0130065	SPACER/WEED EATER	7.98
HODGE PRODUCTS INC	PO0130065	PADLOCKS	130.80
JUMBO FOODS	PO0130065	GATORADE	65.88
SOUTHWES 5262129090071	PO0130065	AIRFARE/APWA CONF/M KEY	330.00
<b>STRMWTR &amp; ROADWAY MAINT TOTAL</b>			<b>964.65</b>

**FUND 10 DEPT 750 - TECHNICAL SERVICES**

AMAZON MKTPLACE PMTS	PO0130065	CHANNEL LOCK	30.82
ATWOOD 01 ENID	PO0130065	FENCING CLIPS/BOLTS	20.84
ENID WINNELSON CO	PO0130065	SAW BLADES	22.36
HODGE PRODUCTS INC	PO0130065	PADLOCKS	130.80
JUMBO FOODS	PO0130065	GATORADE	31.66
LOCKE SUPPLY WHC ENID	PO0130065	COPPER ELLS/PVC P TRAP/ADAPTERS	26.79
LOWES #00205*	PO0130065	WATER HOSE/VALVES/KEYS	141.25
PMSI EDMOND	PO0130065	YELLOW PAINT	950.00
SOUTHWEST TRUCK PARTS	PO0130065	ANTI SLIP TAPE	67.97
STABLES CAFE	PO0130065	MEAL/PAINT PICKUP/M GOODPASTURE	15.45
STUART C IRBY	PO0130065	RUNG LOCKS	36.43
<b>TECHNICAL SERVICES TOTAL</b>			<b>1,474.37</b>

**FUND 10 DEPT 900 - LIBRARY**

4IMPRINT	PO0130065	BRANDED EARBUDS FOR SALE (150)	401.07
AMAZON MKTPLACE PMTS	PO0130065	CARPET CLEANER WAND/HOSES/CUPS/PLATES	469.87
AMAZON.COM	PO0130065	BOOKS (25)	227.85
AMAZON.COM	PO0130065	LITTER BOX/LIQUID PAPER	38.10
AT&T DATA	PO0130065	IPAD DATA PLAN 8/15	14.99
BAKER & TAYLOR - BOOKS	PO0130065	BOOKS (60)	832.35
CABLESANDKITS	PO0130065	NETWORK SWITCH/CABLE	655.95
DART/TARTAN/MCNAUGH	PO0130065	BOOKS (92)	1,287.65
ESKIMO JOES	PO0130065	MEAL (4)/ICON CONF	67.03
HASTINGS 9675 ENID 907	PO0130065	GIFT CARDS/SRP VOLUNTEER PRIZES	85.00
JIMMY JOHNS - 2187	PO0130065	MEAL/TEEN PARTY	56.00
JUMBO FOODS	PO0130065	MEAL/ BOOK CLUB MEETING	16.95
KATYS PANTRY	PO0130065	MEAL (4)/DEPT MEETING	36.75
KOHLER SERVICE PARTS	PO0130065	PISTON/ELECTRONIC FAUCETS	117.46
LOCKE SUPPLY WE ENID	PO0130065	FLUORESCENT TUBES	383.01
LOWES #00205*	PO0130065	BATTERIES/EPOXY/GLUE/TAPE/WATER COOLER	449.54
PRANDOMHOUSE8007333000	PO0130065	BOOK ON CD (8)	260.55
SCOTTSDALE ART FACTORY	PO0130065	FRONT DOOR PULLS	1,027.47
STAPLES 00106633	PO0130065	CALENDAR/FILE FOLDERS/RULERS	35.97
URBAN GIRL L L C	PO0130065	LATERAL FILES/DIVIDERS/ORGANIZERS	1,622.17
USPS 39282704133607748	PO0130065	CERTIFIED LETTER POSTAGE	6.74
WAL-MART #0499	PO0130065	MEAL/TEEN PARTY	58.95
WAL-MART #4390	PO0130065	MEAL (18)/DEPT MEETING	17.81
WM SUPERCENTER #499	PO0130065	TOWELS/CARPET CLEANER/BULBS	371.62
<b>LIBRARY TOTAL</b>			<b>8,540.85</b>



## PURCHASING CARD CLAIMS LIST

8/18/2015

**FUND 12 DEPT 125 - SPECIAL PROJECT**

A-ONE INC	PO0130065	REGISTRATION FEES (3)/AONE CONF	675.00
CATOOSA FOOD & BEVERAG	PO0130065	MEAL (3)/AONE CONF	23.75
HUHOT MONGOLIAN GRILL	PO0130065	MEAL (3)/AONE CONF	53.44
SAVASTANOS	PO0130065	MEAL (3)/AONE CONF	39.00
TKR CATOOSA LLC	PO0130065	MEAL (3)/AONE CONF	41.34
<b>SPECIAL PROJECT TOTAL</b>			<b>832.53</b>

**FUND 20 DEPT 205 - AIRPORT**

AMAZON.COM	PO0130065	V90 WINDOW CABLES	32.74
LOWES #00205*	PO0130065	WEEDEATERS/STRING/BLEACH	228.85
<b>AIRPORT TOTAL</b>			<b>261.59</b>

**FUND 22 DEPT 225 - GOLF**

AUTOPAY/DISH NTWK	PO0130065	MONTHLY SERVICE 8/15	227.00
ENID WINNELSON CO	PO0130065	PVC REPAIR FITTINGS	187.09
JACK'S OUTDOOR POWER E	PO0130065	SPARK PLUGS	22.62
OREILLY AUTO 00001883	PO0130065	CARBURETOR CLEANER	7.98
STAPLES 00106633	PO0130065	ADDING MACHINE/PAPER/BATTERIES	132.89
SUDDENLINK-NAT'L SITE	PO0130065	MONTHLY SERVICE 8/15	74.95
USPS 39282704133607748	PO0130065	SHIPPING FEES	13.72
<b>GOLF TOTAL</b>			<b>666.25</b>

**FUND 31 DEPT 760 - SOLID WASTE**

AMAZON MKTPLACE PMTS	PO0130065	CARD READER	172.23
APL* ITUNES.COM/BILL	PO0130065	PDF EXPERT APP	9.99
BIG COUNTRY MEAT MARKE	PO0130065	MEAL/RETIREMENT RECEPTION	492.96
GOLDEN CORRAL - #636	PO0130065	MEAL (2)/DEPT MEETING	22.16
INDUSTRIAL SPECIALTIES	PO0130065	FILTERS	34.26
JUMBO FOODS	PO0130065	MEAL/RETIREMENT RECEPTION	494.73
LAMPTON WELDING SUPPLY	PO0130065	GROUND CLAMP/WELDING ROD	47.29
NNA*NATL NOTARY ASSN	PO0130065	NOTARY RENEWAL	84.00
WAL-MART #0499	PO0130065	MEAL/RETIREMENT RECEPTION	136.24
WM SUPERCENTER #4390	PO0130065	CLEANER/BATTERIES/BOTTLED WATER	118.16
<b>SOLID WASTE TOTAL</b>			<b>1,612.02</b>

**FUND 31 DEPT 785 - PUBLIC UTILITIES MGMT**

ACE HARDWARE	PO0130065	TRASH BAGS	7.49
BRASS TAP - FT WORTH	PO0130065	MEAL/PRETREATMENT CONF/P FOSSUM	15.00
CHEVRON 0305176	PO0130065	V637 FUEL/PRETREATMENT CONF	30.00
FORT WORTH HILTON FB	PO0130065	MEAL/PRETREATMENT CONF/P FOSSUM	4.09
FW SAUCER #4	PO0130065	MEAL/PRETREATMENT CONF/P FOSSUM	14.00
HODGE PRODUCTS INC	PO0130065	PADLOCKS	130.80
JAKES HAMBURGERS MAIN	PO0130065	MEAL/PRETREATMENT CONF/P FOSSUM	27.00
PICCHI PACCHI	PO0130065	MEAL (2)/PRETREATMENT CONF/P FOSSUM	11.08
PIZZERIA UNO REST & BA	PO0130065	MEAL/PRETREATMENT CONF/P FOSSUM	30.00
STAPLES 00106633	PO0130065	INK CARTRIDGES	113.98
WAFFLE HOUSE 0385	PO0130065	MEAL/PRETREATMENT CONF/P FOSSUM	20.00
<b>PUBLIC UTILITIES MGMT TOTAL</b>			<b>403.44</b>

**PURCHASING CARD CLAIMS LIST**

8/18/2015

**FUND 31 DEPT 790 - WATER PRODUCTION**

BELL SUPPLY - ENID OK	PO0130065	PVC PIPE ADAPTER	42.42
ENID WINNELSON CO	PO0130065	PVC PIPE ADAPTER	44.64
LOWES #00205*	PO0130065	HEAT TAPE/INSULATION	186.84
<b>WATER PRODUCTION TOTAL</b>			<b>273.90</b>

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

BRADFORD INDUSTRIAL SP	PO0130065	FREON	75.50
LOWES #00205*	PO0130065	CORDLESS DRIVER	289.00
<b>WATER RECLAMATION SVS TOTAL</b>			<b>364.50</b>

**FUND 31 DEPT 799 - WASTE WATER MGMT**

LOWES #00205*	PO0130065	REFRIGERATOR	468.00
<b>WASTE WATER MGMT TOTAL</b>			<b>468.00</b>

**FUND 51 DEPT 515 - POLICE**

ALOFT CHICAGO O'HARE	PO0130065	LODGING/ICAC CONF/T HESS	1,014.35
AMERICAN 00102878158810	PO0130065	LUGGAGE FEES/ICAC CONF/T HESS	25.00
AMPCO PARKING OKLAHOMA	PO0130065	PARKING FEES/ICAC CONF/T HESS	30.00
APPLEBEES 082065082786	PO0130065	MEAL/SUPERVISOR SCHOOL/M EVANS	22.48
APPLEBEES NEIG98299993	PO0130065	MEAL (6)/CLEET/ADA	59.73
CHICKEN ANNIES ORIGINA	PO0130065	MEAL/SUPERVISOR SCHOOL/M EVANS	14.30
DICKEY'S BBQ PIT -GATE	PO0130065	MEAL/ICAC CONF/T HESS	12.17
EL CHARRO PITTSBURG	PO0130065	MEAL/SUPERVISOR SCHOOL/M EVANS	16.14
EMBLEM ENTERPRISES INC	PO0130065	UNIFORM PATCHES/SGTS	65.75
GUSANOS CHICAGO STYLE	PO0130065	MEAL/SUPERVISOR SCHOOL/M EVANS	12.99
HOBBY-LOBBY #0008	PO0130065	CUSTOM FRAMES (3)	59.98
HOLIDAY INN EXPRESS PI	PO0130065	LODGING/SUPERVISOR SCHOOL/M EVANS	439.90
JIMS STEAK HOUSE AND L	PO0130065	MEAL/SUPERVISOR SCHOOL/M EVANS	31.05
JUMBO FOODS	PO0130065	MEAL/RETIREMENT RECEPTION	243.05
LOVE S COUNTRY00000869	PO0130065	V2055 FUEL/EOD TRANSPORT	16.20
LOVE S COUNTRY00002196	PO0130065	V2084 FUEL/CLEET/ADA	24.00
LOVE S COUNTRY00002196	PO0130065	V96 FUEL/CLEET/ADA	24.59
LOWES #00205*	PO0130065	CEILING TILES/RANGE/JUMPER CABLES	241.90
MALL DELI	PO0130065	MEAL/SUPERVISOR SCHOOL/M EVANS	9.39
MAZZIO'S	PO0130065	MEAL/SUPERVISOR SCHOOL/M EVANS	8.50
MCDONALD'S F17274	PO0130065	MEAL/ICAC CONF/T HESS	6.91
PETES #13	PO0130065	V2101 FUEL/SUPERVISOR SCHOOL/M EVANS	28.47
PIKEPASS ON-LINE	PO0130065	PIKEPASS	100.00
RIB CRIB #75	PO0130065	MEAL/SUPERVISOR SCHOOL/M EVANS	16.48
RIB CRIB 58	PO0130065	MEAL (3)/CLEET/ADA	35.97
SANTA FE CATTLE COMPAN	PO0130065	MEAL (5)/CLEET/ADA	78.50
SPECIAL OPS UNIFORMS I	PO0130065	UNIFORMS/C GENTRY	697.88
STAPLES 00106633	PO0130065	LABEL MAKER (2)	44.98
TIRES PLUS 517917	PO0130065	V2057 ALIGNMENT	59.99
USPS 39282704133607748	PO0130065	SHIPPING FEES	15.83
WAL-MART #0499	PO0130065	DOG FOOD/HAND SOAP/SPONGES	471.44
<b>POLICE TOTAL</b>			<b>3,927.92</b>

**PURCHASING CARD CLAIMS LIST**

8/18/2015

**FUND 65 DEPT 655 - FIRE**

2000 CED	PO0130065	WIRE/GROUND RODS	181.31
ACTION TRAINING-TERMIN	PO0130065	USER LICENSE (4)	80.00
ATWOOD 01 ENID	PO0130065	SAW BLADES (3)	59.97
CHICK-FIL-A #02804	PO0130065	MEAL/FIRE CIVIL SERVICE COMMISSION	29.79
FAMILY DOLLAR #2065	PO0130065	LIGHT BULBS/PAINT BRUSHES	58.00
JUMBO FOODS	PO0130065	GATORADE	29.94
LOCKE SUPPLY WHC ENID	PO0130065	RUN CAPACITOR	14.44
LOWES #00205*	PO0130065	CABINET/PAINT/BRUSHES/BUG SPRAY	483.61
SADDORIS COMPANIES INC	PO0130065	SHOP/KITCHEN TOWELS	72.00
SOUTHWEST TRUCK PARTS	PO0130065	BULB	5.76
SOUTHWEST TRUCK PARTS	PO0130065	V1042 EXPANSION VALVE	20.00
STAPLES 00106633	PO0130065	STAPLER/SIGNS/PENS/TABS/STAPLES/CLIPS	81.23
WITMER PUBLIC SAFETY G	PO0130065	V1039 SPANNER/BRACKET SET	100.58
		<b>FIRE TOTAL</b>	<b>1,216.63</b>

**FUND 99 DEPT 995 - EPTA**

B&H PHOTO, 800-606-696	PO0130065	WIRELESS HEADSET	179.99
DMI* DELL K-12/GOVT	PO0130065	DESKTOP COMPUTER	869.13
GOOGLE *ADWS6274127912	PO0130065	ADVERTISING 8/15	25.74
WAL-MART #0499	PO0130065	OIL	44.70
		<b>EPTA TOTAL</b>	<b>1,119.56</b>

**JP MORGANCHASE CLAIMS LIST TOTAL \$ 33,277.83**

**City Commission Meeting**

15. 1.

**Meeting Date:** 08/18/2015

**Submitted By:** Erin Crawford, Chief Financial Officer

---

**SUBJECT:**

**CONSIDER SELECTING AN INDEPENDENT AUDITOR TO CONDUCT THE 2014-2015 AUDIT IN THE AMOUNT OF \$92,500.00, AND COMPLETE THE INDEPENDENT AUDITOR'S REPORT ON THE FINANCIAL STATEMENTS OF THE CITY OF ENID, OKLAHOMA, AND ITS RELATED AUTHORITIES; COMPLETE THE A-133 FEDERAL GRANT AUDIT; LANDFILL DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) AGREED-UPON PROCEDURES; STATE AUDITOR AND INSPECTOR FORM 2643 REPORT; AND ENID PUBLIC TRANSPORTATION AUTHORITY (EPTA) VEHICLE REVENUE MILEAGE AUDIT, NO LATER THAN DECEMBER 31, 2015.**

**BACKGROUND:**

This is a companion item to 9.11 and 12.1.

**RECOMMENDATION**

Approve renewal of auditing professional services with McGladrey LLP in the amount of \$92,500.00.

**PRESENTER:**

Erin Crawford, Chief Financial Officer.

---

**City Commission Meeting**

15. 2.

**Meeting Date:** 08/18/2015

**Submitted By:** Andrea Chism, City Attorney

---

**SUBJECT:**

**CONSIDER AND APPROVE CONTRACTS TO PURCHASE THE PROPERTIES LOCATED AT 613 A STREET, 729 A STREET, 2313-2317 B COURT, 2218-2222 C COURT, 2314-2318 C COURT AND 2218-2322 E COURT FOR APPROXIMATELY \$627,300.00, INCLUDING CLOSING COSTS.**

**BACKGROUND:**

This is a companion to item 9.16. Pursuant to the Agreement with Hunt Properties, Inc., the City will acquire approximately 23 parcels in the Lahoma Addition. The expenses incurred in acquiring these properties will be recouped by the City upon sale of the properties to Hunt Properties, Inc.

**RECOMMENDATION**

Approve contracts.

**PRESENTER:**

Andrea L. Chism, City Attorney.

---

**Fiscal Impact**

**Budgeted Y/N:** Y  
**Amount:** \$627,300.00  
**Funding Source:**  
EEDA

---

**Meeting Date:** 08/18/2015

**Submitted By:** Andrea Chism, City Attorney

---

**SUBJECT:**

**CONSIDER CONVENING INTO EXECUTIVE SESSION PURSUANT TO 25 O.S. §307(C)(10) TO DISCUSS MATTERS PERTAINING TO ECONOMIC DEVELOPMENT BECAUSE AN EXECUTIVE SESSION IS NECESSARY TO PROTECT THE CONFIDENTIALITY OF THE BUSINESS; AND PURSUANT TO 25 O.S. §307(B)(4) TO DISCUSS CITY OF ENID V. WALTERS, ET AL. BECAUSE DISCLOSURE WILL SERIOUSLY IMPAIR THE ABILITY OF THE PUBLIC BODY TO PROCESS THE CLAIM OR CONDUCT PENDING LITIGATION IN THE PUBLIC INTEREST; AND TO RECONVENE INTO REGULAR SESSION TO TAKE ANY NECESSARY ACTION.**

**BACKGROUND:**

The City Attorney recommends the Mayor and Board of Commissioners go into Executive Session pursuant to 25 O.S. §307 (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 their jurisdiction if public disclosure of the matter discussed would interfere with the development of products or services or if public disclosure would violate the confidentiality of the business" and pursuant to 25 O.S. §307(B)(4), to engage in "confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if 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 a pending investigation, litigation, or proceeding in the public interest."

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

**RECOMMENDATION**

Convene into Executive Session.

**PRESENTER:**

Andrea L. Chism, City Attorney.

---

**Fiscal Impact**

**Budgeted Y/N:** N/A

**Amount:** N/A

**Funding Source:**

N/A

---