

October 4th, 1937.

Upon motion of Commissioner Gray, seconded by Commissioner Hopkins, the following resolution was presented, moved and adopted.

WHEREAS, there is now on deposit in Sinking Fund account of Water Improvement District #5 of Tulsa County, Oklahoma, in the hands of the County Treasurer of Tulsa County, Oklahoma, after payment of all interest due on the bond issue before the maturity date of the next installment of said assessment, levied to create a fund with which to pay said bonds; sufficient to constitute a surplus over and above the necessary requirements of said fund to pay the principal and interest on bonds numbered 51-52-53-54-55-56-57-58-59-60-61-62-63-74 up to April 1, 1938. These bonds are being retired in numerical order as required by the statutes.

NOW, THEREFORE, Since there is on hand with the County Treasurer a surplus over and above of the amount necessary to take care of all interest falling due it is hereby resolved by the Board of Commissioners of Tulsa County, Oklahoma, that Water Improvement District #5 bonds numbered 51-52-53-54-55-56-57-58-59-60-61-62-63-64 be called in and paid, same being in numerical order that are outstanding. It is further resolved that a copy of this resolution be sent to the Fiscal Agency of the State of New York, and they be notified that after October 1, 1937 no further interest will be paid on bonds numbered 51-52-53-54-55-56-57-58-59-60-61-62-63-64 Series "A" bonds, Water Improvement District #5.

Dated this 4th day of October, 1937.

Attest: Andy Stokes, County Clerk.
By: M. Pendleton, Deputy.
Seal.

Signed: John H. Miller, Chairman.

Motion by Commissioner Hopkins, seconded by Commissioner Gray, that the following Commercial Gas Contract be entered into. Upon roll call, all members voting in the affirmative, motion was by the Chairman declared carried.

COMMERCIAL GAS CONTRACT

This CONTRACT AND AGREEMENT made and entered into this 4th day of October, 1937, by and between OKLAHOMA NATURAL GAS COMPANY, herein called "Seller" and BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA, herein called "Customer".

W I T N E S S E T H:

Seller is engaged in the transportation, distribution, and sale of natural gas for fuel purposes to customers in the State of Oklahoma.

County Customer is the owner of the Tulsa County Court House and Tulsa Building
Farm located on the following described property, to-wit:

Tulsa County Court House is located at the corner of Sixth Street and Boulder Avenue in the City of Tulsa, Oklahoma.

Tulsa County Farm, together with all buildings connected therewith, is located Southeast of the City of Tulsa on East 51st Street.

and is desirous of contracting to purchase gas, for commercial uses, from Seller, upon the terms herein specifically set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

(1) From the date hereof Seller agrees to sell and deliver to Customer, and Customer agrees to purchase and receive from Seller, natural gas for all heating and fuel purposes which shall be required in operating Customer's building above described. Customer agrees to purchase all fuel requirements for said premises and improvements described from Seller, pursuant to the terms hereof, in accordance with Seller's rules, regulations, and requirements, in accordance with applicable regulations of the Corporation Commission of Oklahoma and as provided by the Statutes of Oklahoma relative to the furnishing of gas by Seller. This contract shall cease and determine with the regular billing by Seller to Customer in the month of June, 1938.

(2) Customer agrees to pay Seller, on a monthly basis, for all gas furnished by Seller at the following rates.

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| First | 100 M.C.F. per Customer per month | \$0.45 per M.C.F. |
| Next | 400 M.C.F. per Customer per month | \$0.18 per M.C.F. |
| All over | 500 M.C.F. per Customer per month | \$0.15 per M.C.F. |

Bills computed on the above rate shall be due within ten (10) days from the date of the bill and if not paid within ten (10) days, an additional charge of 2¢ (two) per M.C.F. will be made and paid by the Customer for non-payment within the time limit.