



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

BOARD OF COMMISSIONERS

NOTICE OF MEETINGS

Mayor and Board of Commissioners of the City of Enid, Oklahoma, the Trustees of the Enid Municipal Authority, a Public Trust, the Trustees of the Enid Economic Development Authority, a Public Trust, and the Trustees of the Enid Public Transportation 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, the Trustees of the Enid Economic Development Authority, a Public Trust, and the Trustees of the Enid Public Transportation Authority, a Public Trust will meet in regular session at 6:30 p.m. on the 15th day of August, 2017, 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 1, 2017.
5. AWARDS, PRESENTATIONS, PROCLAMATIONS, AND ORGANIZATIONAL BUSINESS.
 1. PRESENT PET AVAILABLE FOR ADOPTION AT THE CITY ANIMAL SHELTER.
6. HEARINGS.
 1. NONE.
7. COMMUNITY DEVELOPMENT.

1. **NONE.**

8. **ADMINISTRATION.**
 1. **APPROVE AN AGREEMENT WITH KOCH FERTILIZER ENID, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TO INSTALL FOUR WIRELESS SIGNAL BOOSTERS OR REPEATERS TO SUPPORT AN AIR MONITORING PROJECT WITHIN THE CITY OF ENID RIGHT-OF-WAY.**
 2. **CONSIDER A RESOLUTION AMENDING THE 2017-2018 AIRPORT FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$57,000.00 TO INCREASE THE 2017-2018 APPROPRIATED AMOUNTS FOR THE AIRPORT DEPARTMENT.**
 3. **REVIEW 2017 CDBG AFTER SCHOOL PROGRAM APPLICATIONS.**

9. **CONSENT.**
 1. **AWARD AND EXECUTE THE PURCHASE OF AN ELGIN EAGLE BROOM STREET SWEEPER WITH DUAL SIDE BROOMS FOR THE PUBLIC WORKS DIVISION, IN THE AMOUNT OF \$289,489.00, FROM J & R EQUIPMENT LLC., OKLAHOMA CITY, OKLAHOMA.**
 2. **AWARD AND EXECUTE THE PURCHASE OF A NEW FORD F-650 CAB AND CHASSIS FOR THE ENID WOODRING REGIONAL AIRPORT FROM BOB MOORE FORD LLC, OKLAHOMA CITY, OKLAHOMA, IN THE AMOUNT OF \$50,808.00.**
 3. **EXECUTE EMPLOYMENT AGREEMENT WITH JUDGE JAMES F. LONG AND JUDGE LINDA MCKNIGHT PICKENS.**
 4. **APPROVE AND EXECUTE CONTRACT FOR PUBLIC SERVICES BETWEEN THE CITY OF ENID AND MAIN STREET ENID, INC.**
 5. **ACCEPT THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) PERMIT TO CONSTRUCT A WATERLINE 200 BLOCK OF EAST MAPLE, PROJECT NO. W-1708A.**
 6. **ACCEPT THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) PERMIT TO CONSTRUCT RAW WATER COLLECTION LINES FOR THE CLEO SPRINGS WELL FIELD, PROJECT NO. W-1710A.**
 7. **ACCEPT THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) PERMIT TO CONSTRUCT A WATERLINE TO SERVICE COMMERCIAL PROPERTY FOR WARREN CAT, PROJECT NO. W-1713A.**
 8. **EXECUTE AGREEMENT WITH THE UNITED STATES DEPARTMENT OF THE INTERIOR, GEOLOGICAL SURVEY (U.S.G.S.) FOR STREAM MONITORING, IN THE AMOUNT OF \$19,500.00.**
 9. **EXECUTE A MUTUAL AID AGREEMENT FOR FIRE EMERGENCY SERVICES BETWEEN THE SECRETARY OF THE AIR FORCE AND THE CITY OF ENID, OKLAHOMA.**

10. APPROVAL OF CLAIMS IN THE AMOUNT OF \$2,639,495.55.
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 AWARD OF CONTRACT TO WARREN POWER AND MACHINERY DBA WARREN CAT, OKLAHOMA CITY, OKLAHOMA, FOR THE LEASE OF A SCRAPER PLUS AN EXTENDED WARRANTY FOR THE ENID LANDFILL.
 2. APPROVAL OF CLAIMS IN THE AMOUNT OF \$333,762.69.
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. APPROVE AND EXECUTE AN ECONOMIC DEVELOPMENT SERVICES CONTRACT FOR FISCAL YEAR 2017-2018 BETWEEN ENID ECONOMIC DEVELOPMENT AUTHORITY AND ENID REGIONAL DEVELOPMENT ALLIANCE, INC. (ERDA), IN THE AMOUNT OF \$550,000.00, AND AUTHORIZE THE CHAIRMAN TO EXECUTE ALL CONTRACT DOCUMENTS.
 2. APPROVAL OF CLAIMS IN THE AMOUNT OF \$6,000.00.
16. ADJOURN TO CONVENE AS THE ENID PUBLIC TRANSPORTATION AUTHORITY.
17. TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY REGULAR MEETING.
18. ENID PUBLIC TRANSPORTATION AUTHORITY REGULAR MEETING.
 1. APPROVAL OF CLAIMS IN THE AMOUNT OF \$3,256.62.
19. ADJOURN TO RECONVENE AS THE ENID CITY COMMISSION.
20. PUBLIC COMMENTS.
21. ADJOURN.

City Commission Meeting

4.

Meeting Date: 08/15/2017

SUBJECT:

CONSIDER APPROVAL OF MINUTES OF THE REGULAR COMMISSION MEETING OF AUGUST 1, 2017.

Attachments

Minutes

MINUTES OF REGULAR MEETING OF THE
MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA,
TRUSTEES OF THE ENID MUNICIPAL AUTHORITY, A PUBLIC TRUST,
TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY, A PUBLIC TRUST,
AND TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY, A PUBLIC TRUST
HELD ON THE 1ST DAY OF AUGUST 2017

The Mayor and Board of Commissioners of the City of Enid, County of Garfield, State of Oklahoma, the Trustees of the Enid Municipal Authority, a Public Trust, the Trustees of the Enid Economic Development Authority, a Public Trust, and the Trustees of the Enid Public Transportation Authority, a Public Trust, met in regular session at 6:30 P.M. on the 1st day of August 2017, in the Council Chambers of the Administration Building of the City of Enid, located at 401 West Owen K. Garriott Road in said city, pursuant to notice given by December 15, 2016 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 31st day of July 2017.

-MAYOR AND BOARD OF COMMISSIONERS-

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

PRESENT: Commissioners Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin and Mayor Shewey.

ABSENT: None.

Staff present were City Manager Jerald Gilbert, Interim City Attorney Carol Lahman, City Clerk Alissa Lack, Chief Financial Officer Erin Crawford, Director of Engineering Services Christopher Gdanski, Public Utilities Director Lou Mintz, Planning Administrator Chris Bauer, Fire Chief Joe Jackson, Director of Marketing and Public Relations Steve Kime and Ex-Officio Member Colonel Lee Gentile.

Reverend Susan Southall from First United Methodist Church gave the Invocation, and Captain Bryan Skaggs led the Flag Salute.

Motion was made by Commissioner Ezzell and seconded by Commissioner Janzen to approve the minutes of the regular Commission meeting of July 18, 2017 and the corrected minutes of the special Commission meeting of July 24, 2017, and the vote was as follows:

AYE: Commissioners Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin and Mayor Shewey.

NAY: None.

Adoption Coordinator Charlet Ringwald presented “Meg,” a one-year old female Jack Russell Terrier mix, available for adoption at the Enid Animal Shelter.

Motion was made by Commissioner Ezzell and seconded by Commissioner Pankonin to reappoint Ms. Kingkini Arend to serve on the Historic Preservation Commission, as a registered architect, said term to expire March 1, 2020, and the vote was as follows:

AYE: Commissioners Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin and Mayor Shewey.

NAY: None.

Ballots were taken as follows for one (1) appointment to the Historic Preservation Commission, by a licensed real estate broker:

Starr Adams-Prince

Commissioner Wilson

Jimmy Nicholas

Commissioners Janzen, Norwood, Ezzell, Waddell, Pankonin and Mayor Shewey

Mr. Jimmy Nicholas was appointed to the Historic Preservation Commission, to serve as licensed real estate broker member, said term to expire March 1, 2010.

Motion was made by Commissioner Ezzell and seconded by Commissioner Waddell to appoint Mr. Taylor Venus, to serve as attorney member to the Historic Preservation Commission, said term to expire March 1, 2020.

A quarterly update was provided by Mr. Mike Cooper, Vance Development Consultant. He opened by speaking about the state level issues. He explained that they had been working at the state level to ensure that the Military Planning Commission was funded. He explained that there was a four percent cut, but it would still be funded for any projects that equal approximately \$159,000.00. It was noted that at the Vance Development Authority meeting earlier in the day, the VDA approved assisting, for a couple of years, funding from the Military Planning Commission, which would go toward the terminal building replacement. He also noted that the airport had received dollars from the Aeronautics Commission, a donation from an individual, in addition to the Military Planning Commission helping with the approximately \$1.8 million project. That would add to what was already done out there for that project, such as the hangar, the runway extension, and the pad. He stated that it was a great project and a huge improvement to have a great new terminal, and it was great for the community. Funding had been kept in place, this would be the next project, and there would be upwards of \$300,000.00 to \$400,000.00 from the Military Planning Commission.

Mr. Cooper noted that he and Mayor Shewey had attended the National Association of Defense Communities Conference in June. It was noted that Mr. Cooper ended a first-ever three-year term for that national organization, he would be the immediate chair-elect for two years, and after that he will be over the National Advisory Board for two years. The National Advisory Board was a board that brought together industry leaders, the Department of Defense, and military services experts to address the many issues that impact states and communities. He would still be engaged with the organization at that high level for some time.

At that meeting, three-star General Robertson at the Air Education Training Command was presented the President's Award, for the main reason of his ability to communicate what's important and how we as a community could help them, and they could help us. General Robertson is recognized at a high level, not only by the organization, but by the military and Department of Defense services, as well. Things that were important to them, air space and public-to-public and public-to-private partnerships, were communicated very well.

The new Secretary of the Air Force Heather Wilson was asked to present at the Conference. Following her address to the Conference, Mr. Cooper met with her and approximately eight community and state leaders from across the U.S. to talk to her about what was important to the Air Force. He explained that this was the reason that it was important to be members of that type of organization, because we hear from the leadership what's important to them, how things are going, and how we can assist them in doing what it is they do.

Secretary Wilson's two key points were the same as General Robertson's. The first was that help was needed with protection of air space, which is our number one military value asset because we are a flying mission. Also, she appreciated anything that could be done with education, and education was the most important thing that could be done for economic development, like infrastructure and quality of life. We had good schools, and would have a good output. She appreciated everything that had been done here locally and at the state level to try to assist with air space.

Mr. Cooper also met with Ronald Tickle, Director of the Department of Defense Clearinghouse. The Clearinghouse was the entity that addressed towers and structures that might impede or negatively impact air space, training ranges, bombing ranges, or drop zones. He explained that that there was now a great personal relationship with Mr. Tickle, as well.

There were also continued private meetings with Richard Hartley, the Principal Deputy Secretary of the Air Force and the Installation Secretary for the Air Force, Jennifer Miller. The consensus was the need to help protect the vital interest, which was the air space that they have, to prevent losing it.

At the national level, the National Defense Authorization Act worked with Senator Inhofe's staff and the new Director of the Department of Defense Clearinghouse Ronald Tickle to develop language to give the Department of Defense Clearinghouse more strength in what it is that they do when they are addressing negative impact to training ranges and routes. Currently, they didn't have the ability to say no to anything unless it rises to the level of national security, and training and readiness do not. The language is now inserted into the National Defense Authorization Act, that will be passed later this year, to say that readiness and training do rise to the level of national security.

At the state level, the Legislature, Senate Pro Tem, and Speaker have asked for a meeting with the wind industry and other business interests to decide how to and what to do to determine agreeable language and proper siting between the industry and the need.

Mr. Cooper had also worked with the Office of Economic Adjustment, the entity between the Department of Defense and states and cities. They were going to provide about a \$1.3 million grant. The Military Planning Commission would take money from Tinker, Vance, Altus, and the Guard, because it was an interest to them, in the approximate amount of \$120,000.00, to create a library and to create maps to show what was absolutely necessary to protect.

Currently in the National Defense Authorization Act, agreements made between the city and the military, that would be beneficial to the Air Force or the community, were for five years. That would now be changed to ten years.

In conclusion, Mr. Cooper briefly explained that also in the National Defense Authorization Act, Senator McCain had a Base Closure and Realignment Commission (BRAC) amendment. He explained that the initial recommendation was for a 2021 BRAC round, a time frame which is devastating for communities, because everything stops because of uncertainties. He noted that the language has been changed to 2019. The other recommendation was for a 2019 BRAC without a commission, which would not provide for a fair, open, and accountable process. The amendment is on the schedule for a September vote, but they are trying to make positive changes to the amendment before that happens.

At the request of Mr. Gilbert, Mr. Cooper provided a brief overview of the Joint Land Use Study, the importance of it, and how it would help. He explained that this would bring community leaders and other entities together to determine the key issues, what to protect, and how to move forward.

A hearing was held regarding a residential and commercial Planned Unit Development (PUD) design statement and Master Development Plan for Stonebridge East PUD described as part of the west half of the southwest quarter Section 1, Township 22 North, Range 7 West, Indian Meridian and a part of West Douglas Addition, Garfield County, Oklahoma more particularly described as follows: beginning at the southeast corner of said west half southwest quarter Section 1; thence South $89^{\circ}50'12''$ West along the south line of said southwest quarter Section 1 for a distance of 789.06 to a point 530.00 feet from the southwest corner of said southwest quarter Section 1; thence North $00^{\circ}00'46''$ East, parallel with the west line of said southwest quarter Section 1 and along the east line of a parcel recorded at Book 1152, Page 566, for a distance of 660.00 feet; thence South $89^{\circ}50'12''$ West, parallel with the south line of said southwest quarter Section 1 and along the north line and its extension of said parcel recorded at Book 1152, Page 566, for a distance of 530.00 feet; thence North $00^{\circ}00'46''$ East on the west line of said southwest quarter Section 1, for a distance of 1774.66 feet to a point 206.88 feet south of the northwest corner of said southwest quarter Section 1; thence North $89^{\circ}59'13''$ East for a distance of 141.94 feet; thence South $44^{\circ}49'09''$ East on the southwesterly railway rights-of-way for a distance of 1448.75 feet to the beginning of a non-tangential curve; thence continuing on said right-of-way on a curve turning to the left through $02^{\circ}07'47''$, having a radius of 5814.79 feet an arc distance of 216.06 feet and whose long chord bears South $45^{\circ}45'35''$ East for a chord distance of 216.05 feet to a point on the east line of said west half southwest quarter Section 1; thence continuing on said rights-of-way and on the north line of West Douglas Addition on a curve turning to the left through an angle of $03^{\circ}31'49''$, having a radius of 5814.79 feet an arc distance of 358.30 feet and whose long chord bears South $48^{\circ}38'25''$ East for a chord distance of 358.24 feet to the common north corner of West Douglas Addition and Douglas Addition;

thence South 00°00'08" East on the common line of said West Douglas Addition and Douglas Addition for a distance of 325.07 feet; thence South 89°50'12" West on the common lot line and its extension of Lots 16 and 17, Block 1, West Douglas Addition for a distance of 158.00 feet; thence 0°00'08" East on the east line and its extension of Block 2, West Douglas Addition for a distance of 90.00 feet; thence South 89°50'12" West on the north line of Block 3, West Douglas Addition, for a distance of 110.58 feet; thence South 00°01'41" East on the east line of said west half southwest quarter Section 1 and the west line of West Douglas Addition a distance of 600.00 feet to the point of beginning; located northeast of the corner of West Chestnut Avenue and North Cleveland Street from "R-2" Residential Single Family District and "R-4 Residential Duplex or Two-Family Dwelling District to "R-5" Townhouse District and "C-2" Planned Business Center District.

Planning Administrator Chris Bauer provided a brief presentation regarding the site for Stonebridge East, which was located east of Cleveland and north of Chestnut, and had the adequate infrastructure, in this case road, water, and sewer, to support the proposed rezoning. The proposed development was located across from the existing Stonebridge Development. He noted that the property was currently zoned "R-2" and "R-4". The developer was asking to rezone the property to "R-5" and "C-2", for proposed eighty-five single-family dwellings and ninety-one townhouses, for a total of 4.7 units per acre. This would allow maximum flexibility to respond to market change.

Mr. Bauer also noted that there were 11.4 acres of commercial use. He explained that they had analyzed the traffic intersection and a signalization would go in place, when the commercial portion was developed. Also illustrated was the location of the detention area for the site.

It was noted that the Metropolitan Area Planning Commission unanimously recommended approval at their meeting of July 17, 2017.

Commissioner Janzen expressed concern regarding the size of the retail stores that might occupy the commercial site. He explained that on a previous plan, it was described to the commission as small

retail stores or offices, but the first thing built instead was a big Walmart. He questioned whether there were any large retail stores planned for this site.

Mr. Bauer explained that it was speculative and the illustration included representatives of what could be, and the developer would come back with a specific, final plat, and final site plan, and it would be known at that point. He also noted that there were not any large retail stores planned at this point.

Commissioner Ezzell noted that this was a relatively small commercial area, and inquired if the site would still have to meet all of the commercial zoning requirements, even though the site was a PUD.

Mr. Bauer confirmed that this was correct. He also explained that the progress of the development would be market driven.

In response to Commissioner Waddell's question regarding the roads in the development, Mr. Bauer explained that the developer would install the roads to the specifications of the City, and upon acceptance of the project, the City would then be responsible for maintenance.

It was noted that this development was under Big Idea Five, in the Comprehensive Plan, of model neighborhoods where there was mixed use integrated into the development.

Mr. Gene Anderson, of AC Developments, provided a brief history regarding the development of Stonebridge. He explained that they had purchased a horse farm in 2012, and had a vision that it could be a nice residential and commercial area. He further explained that he thought this was an interesting project and a good example of how a developer and the City and the neighborhoods could come together in a joint effort to bring a development like this along. He noted that with the completion of the apartments and some residential and commercial going on the west development showed that the concept of single- and multi-family dwelling and commercial in a village setting was coming along.

Now, they had another idea and acquired the fifty acres on the east side, and had coordinated with the City to address the flood plain. He noted that housing was expensive and with an aging population of retirement people in Enid, this would be an opportunity for some downsizing. He explained that they

would be able to build some smaller homes there, that wouldn't take a lot of maintenance, and some townhomes, and looked forward to how that would develop.

Following brief discussion, the hearing concluded.

Motion was made by Commissioner Ezzell to adopt an ordinance rezoning property located northwest of the corner of West Chestnut Avenue and North Cleveland Street, from "R-2" Residential Single-Family Dwelling District and "R-4" Residential Duplex or Two-Family Dwelling District to "R-5" Townhouse District and "C-2" Planned Business Center District.

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

AYE: Commissioners Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin and Mayor Shewey.

NAY: None.

ORDINANCE NO. 2017- 13

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2014 TITLE 11, ENTITLED "ZONING", CHAPTER 2, ENTITLED "ADMINISTRATION AND ENFORCEMENT", SECTION 11-2-1 ENTITLED "CHANGES AND AMENDMENTS" AMENDING THE ZONING MAP TO CHANGE PART OF THE WEST HALF OF THE SOUTHWEST QUARTER SECTION 1, TOWNSHIP 22, NORTH, RANGE 7 WEST, INDIAN MERIDIAN AND A PART OF WEST DOUGLAS ADDITION, GARFIELD COUNTY, OKLAHOMA MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID WEST HALF SOUTHWEST QUARTER SECTION 1; THENCE S 89°50'12"W ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER SECTION 1 FOR A DISTANCE OF 789.06 TO A POINT 530.00 FEET FROM THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER SECTION 1; THENCE N 00°00'46" E, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER SECTION 1 AND ALONG THE EAST LINE OF A PARCEL RECORDED AT BOOK 1152, PAGE 566, FOR A DISTANCE OF 660.00 FEET; THENCE S 89°50'12" W, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER SECTION 1 AND ALONG THE NORTH LINE AND ITS EXTENSION OF SAID PARCEL RECORDED AT BOOK 1152, PAGE 566, FOR A DISTANCE OF 530.00 FEET; THENCE N 00°00'46" E ON THE WEST LINE OF SAID SOUTHWEST QUARTER SECTION 1, FOR A DISTANCE OF 1774.66 FEET TO A POINT 206.88 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER SECTION 1; THENCE N 89°59'13" E FOR A DISTANCE OF 141.94 FEET; THENCE S 44°49'09" E ON THE SOUTHWESTERLY RAILWAY RIGHTS OF WAY FOR A DISTANCE OF 1448.75 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, THENCE CONTINUING ON SAID RIGHT OF WAY ON A CURVE TURNING TO THE LEFT THROUGH 02°07'47", HAVING A RADIUS OF 5814.79 FEET AN ARC DISTANCE OF 216.06 FEET AND WHOSE LONG CHORD BEARS S 45°45'35" E FOR A CHORD DISTANCE OF 216.05 FEET TO A POINT ON THE EAST LINE OF SAID WEST

HALF SOUTHWEST QUARTER SECTION 1; THENCE CONTINUING ON SAID RIGHTS OF WAY AND ON THE NORTH LINE OF WEST DOUGLAS ADDITION ON A CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 03°31'49", HAVING A RADIUS OF 5814.79 FEET AN ARC DISTANCE OF 358.30 FEET AND WHOSE LONG CHORD BEARS S 48°38'25" E FOR A CHORD DISTANCE OF 358.24 FEET TO THE COMMON NORTH CORNER OF WEST DOUGLAS ADDITION AND DOUGLAS ADDITION; THENCE S 00°00'08" E ON THE COMMON LINE OF SAID WEST DOUGLAS ADDITION AND DOUGLAS ADDITION FOR A DISTANCE OF 325.07 FEET; THENCE S 89°50'12" W ON THE COMMON LOT LINE AND ITS EXTENSION OF LOTS 16 AND 17, BLOCK 1, WEST DOUGLAS ADDITION FOR A DISTANCE OF 158.00 FEET; THENCE 0°00'08" E ON THE EAST LINE AND ITS EXTENSION OF BLOCK 2, WEST DOUGLAS ADDITION FOR A DISTANCE OF 90.00 FEET; THENCE S 89°50'12" W ON THE NORTH LINE OF BLOCK 3, WEST DOUGLAS ADDITION, FOR A DISTANCE OF 110.58 FEET; THENCE S 00°01'41" E ON THE EAST LINE OF SAID WEST HALF SOUTHWEST QUARTER SECTION 1 AND THE WEST LINE OF WEST DOUGLAS ADDITION A DISTANCE OF 600.00 FEET TO THE POINT OF BEGINNING; LESS AND EXCEPT: A STRIP, PIECE, OR PARCEL OF LAND LYING IN PART OF THE SW/4 OF SECTION 1, T22N, R7W IN GARFIELD COUNTY, OKLAHOMA. SAID PARCEL OF LAND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS; COMMENCING AT THE SW CORNER OF SAID SW ¼; THENCE N 0°33'00" E ALONG THE WEST LINE OF SAID SW ¼ A DISTANCE 660.21 FEET TO THE POINT OF BEGINNING, THENCE N 89°17'30" E A DISTANCE OF 70.0 FEET; THENCE N 0°33'00" E A DISTANCE OF 1,762.0 FEET MORE OR LESS; TO THE SOUTH LINE OF AN EXCEPTED TRACT DESCRIBED AS: [EXCEPTED TRACT: BEGINNING AT A POINT WHERE THE WEST LINE OF SAID SW/4 INTERSECTS THE SOUTH LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT-OF-WAY, THENCE SOUTH ALONG SAID WEST LINE 143 FEET, THENCE EAST 142 FEET TO SAID RAILROAD RIGHT-OF-WAY, THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY 201.5 FEET TO THE POINT OF BEGINNING OF THE EXCEPTED TRACT;] THENCE N 89°27'00" W A DISTANCE OF 70.00 FEET ALONG SAID SOUTH LINE OF EXCEPTED TRACT OF LAND; THENCE S 0°32'54.33" W ALONG SAID WEST LINE A DISTANCE OF 1,763.35 FEET MORE OR LESS TO THE POINT OF BEGINNING TO INCLUDE A PUD OVERLAY DISTRICT UPON CERTAIN PROPERTY AS R-5 TOWNHOUSE DISTRICT AND C-2 PLANNED BUSINESS CENTER DISTRICT AND DESCRIBING THE SAME, TO AMEND THE ZONING MAP ACCORDINGLY; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

A hearing was held regarding the rezoning of property described as a tract of land in the southeast quarter of Section 11, Township 22 North, Range 6 West of the Indian Meridian, Garfield County, Oklahoma as shown on plot of survey (S09-042(3), the legal description of which was prepared by Charles W. Streit, LS 1150, on November 16, 2009, the basis of bearing being a measured bearing of the South 00°11'07" East on the east line of said southeast quarter, and which is more particularly described as follows: Commencing at the northwest corner of said southeast quarter, thence 323.20 feet, South 00°5'50" West, along the west line of said southeast quarter, to the south right-of-way line of United

States Highway 412/64 as described at Book 265 Misc. Page 97, for a point of beginning; thence, easterly, on a curve to the left, a radius of 86,668.7 feet, and arc length of 1877.28 feet, the chord of which bears North 89°23'02" East, 1877.22 feet, along said south right-of-way; thence North 89°10'52" East, 59.30 feet, along south right-of-way; thence South 79°30'32" East, 76.49 feet, along said south right-of-way; thence, North 89°10'52" East, 609.10 feet, along said south right-of-way to the east line of said southeast quarter; thence South 79°30'32" East, 76.49 feet, along said south right-of-way; thence, North 89°10'52" East, 609.140 feet, along said south right-of-way, to the east line of said southeast quarter; thence south 00°11'7" east along said east line, 1520.51 feet, to the north right-of-way line of the St. Louis and San Francisco Railroad; thence, North 62°41'09" West, along said north right-of-way, 2955.32 feet, to the west line of said southeast quarter; thence North 00°05'50" East, along said west line, 148.58 feet, to the point of beginning located at the southwest corner of 54th and Highway 412 (Owen K. Garriott Road) from "I-1" Planned Industrial Park to "I-2" Industrial "Light" District.

Planning Administrator Chris Bauer provided a brief presentation regarding property located at East Owen K. Garriott Road at 54th Street, west of AdvancePierre Foods. He noted that the supporting infrastructure was there: roads, water and sewer. The capacity was there to change zoning on this project from "I-1" to "I-2". The reason it was changing to "I-2" was because this site would become the home of Northwest Crane Company, and that was the correct zoning district for a contractor equipment yard.

It was noted that the company was based out of Woodward, and this would be their Enid location.

It was noted that the Metropolitan Area Planning Commission unanimously recommended approval at their meeting of July 17, 2017.

Brent Kisling, Director of the Enid Regional Development Association, expressed excitement to have Northwest Crane with a location here in the community. He explained that a lot of the reason that there were moving here was because of the large amount of construction in the last several years for projects such as wind farms, pipelines, and the Koch expansion.

Having no further comment, the hearing concluded.

Motion was made by Commissioner Ezzell to adopt an ordinance rezoning property described as a tract of land in the southeast quarter of Section 11, Township 22 North, Range 6 West of the Indian Meridian, Garfield County, Oklahoma, from "I-1" Planned Industrial Park to "I-2" Industrial "Light" District.

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

AYE: Commissioners Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin and Mayor Shewey.

NAY: None.

ORDINANCE NO. 2017- 14

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2014 TITLE 11, ENTITLED "ZONING", CHAPTER 2, ENTITLED "ADMINISTRATION AND ENFORCEMENT", SECTION 11-2-1, ENTITLED "CHANGES AND AMENDMENTS", AMENDING THE ZONING MAP TO CHANGE A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 22 NORTH, RANGE 6 WEST OF THE INDIAN MERIDIAN, GARFIELD COUNTY, OKLAHOMA AS SHOWN ON PLOT OF SURVEY (S09-042(3), THE LEGAL DESCRIPTION OF WHICH WAS PREPARED BY CHARLES W. STREIT, LS 1150, ON NOVEMBER 16, 2009, THE BASIS OF BEARINGS BEING A MEASURED BEARING OF THE SOUTH 00 DEGREES 11 MINUTES 07 SECONDS EAST ON THE EAST LINE OF SAID SOUTHEAST QUARTER, AND WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER, THENCE 323.20 FEET, SOUTH 00 DEGREES 05 MINUTES 50 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, TO THE SOUTH RIGHT OF WAY LINE OF UNITED STATES HIGHWAY 412/64 AS DESCRIBED AT BOOK 265 MISC. PAGE 97, FOR A POINT OF BEGINNING; THENCE, EASTERLY, ON A CURVE TO THE LEFT, A RADIUS OF 86,668.7 FEET, AN ARC LENGTH OF 1877.28 FEET, THE CHORD OF WHICH BEARS NORTH 89 DEGREES 23 MINUTES 02 SECONDS EAST, 1877.22 FEET, ALONG SAID SOUTH RIGHT-OF-WAY; THENCE NORTH 89 DEGREES 10 MINUTES 52 SECONDS EAST, 59.30 FEET, ALONG SAID SOUTH RIGHT-OF-WAY; THENCE, SOUTH 79 DEGREES 30 MINUTES 32 SECONDS EAST, 76.49 FEET, ALONG SAID SOUTH RIGHT-OF-WAY; THENCE, NORTH 89 DEGREES 10 MINUTES 52 SECONDS EAST, 609.10 FEET, ALONG SAID SOUTH RIGHT-OF-WAY, TO THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE, SOUTH 00 DEGREES 11 MINUTES 07 SECONDS EAST ALONG SAID EAST LINE, 1520.51 FEET, TO THE NORTH RIGHT-OF-WAY LINE OF THE ST. LOUIS AND SAN FRANCISCO RAILROAD; THENCE, NORTH 62 DEGREES 41 MINUTES 09 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY, 2955.32 FEET, TO THE WEST LINE

OF SAID SOUTHEAST QUARTER; THENCE, NORTH 00 DEGREES 05 MINUTES 50 SECONDS EAST, ALONG SAID WEST LINE, 148.58 FEET, TO THE POINT OF BEGINNING TO REZONE CERTAIN PROPERTY AS I-2 INDUSTRIAL LIGHT DISTRICT AND DESCRIBING THE SAME, TO AMEND THE ZONING MAP ACCORDINGLY; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

A hearing was held regarding the rezoning of property described as the west half of the northwest quarter (NW/4) of Section 7, Township 22 North, Range 5 West of the Indian Meridian. (Excepting roadway easement to County (66th Street) and strip for Highway (412/64) located at the northeast corner of 66th and Highway 412 (Owen K. Garriott Road) from “A” Agriculture District to “I-3” Industrial (Heavy) District.

Planning Administrator Chris Bauer provided a brief presentation regarding property located at 66th Street on the north side of Garriott. He explained that this was for TP & L’s wind turbine lay-down, the same thing that was done north of this site. He stated that there was adequate road to support the rezoning of the site. It was noted that there was no public water or sewer because it would be private. It was also noted that for this particular development, the need for large volume water and sewer was not there.

It was noted that the Metropolitan Area Planning Commission recommended approval at their meeting of July 17, 2017.

Brent Kisling, Director of the Enid Regional Development Association, explained that TP & L had moved in, and the prime components that they brought in were for wind energy development in northwest Oklahoma. With the announcement the previous week from PSO of a \$4.5 billion investment in northwest Oklahoma in wind energy, there would be a lot more components brought in by rail at that site and stored. It was noted that TP & L had also purchased the old Chesterfield building and were building a new 50,000 square foot building adjacent to that site, and have a pretty substantial presence in the community. This site would provide more space for them to store products, and get more contracts to come into the community. He further noted that when the company first came to Enid, a Tax Increment

District was passed in order to help offset some of the costs for 66th Street, which is under construction today, and this parcel of land was included in that TIF; this would allow for the TIF to be paid off more quickly, and would double the amount of the company's investment in the district.

Having no further comment, the hearing concluded.

Motion was made by Commissioner Waddell and seconded by Commissioner Norwood to adopt an ordinance rezoning property described as a the west half of the northwest quarter of Section 7, Township 22 North, Range 5 West of the Indian Meridian, from "A" Agriculture District to "I-3" Industrial (Heavy) District, and the vote was as follows:

AYE: Commissioners Janzen, Norwood, Waddell, Wilson, Pankonin and Mayor Shewey.

NAY: None.

Commissioner Ezzell was absent from the vote.

ORDINANCE NO. 2017-15

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE 2014 TITLE 11, ENTITLED "ZONING", CHAPTER 2, ENTITLED "ADMINISTRATION AND ENFORCEMENT", SECTION 11-2-1, ENTITLED "CHANGES AND AMENDMENTS", AMENDING THE ZONING MAP TO CHANGE THE WEST HALF OF THE NORTHWEST QUARTER (NW/4) OF SECTION SEVEN (7), TOWNSHIP TWENTY-TWO (22) NORTH, RANGE FIVE (5), WEST OF THE INDIAN MERIDIAN. (EXCEPTING ROADWAY EASEMENT TO COUNTY (66TH ST.) AND STRIP FOR HIGHWAY (412/64). TO REZONE CERTAIN PROPERTY AS I-3 INDUSTRIAL HEAVY DISTRICT AND DESCRIBING THE SAME, TO AMEND THE ZONING MAP ACCORDINGLY; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

A hearing was held regarding the rezoning of property described as a part of the southwest quarter of Section 11, Township 22 North, Range 7 West, Indian Meridian, Enid, Garfield County, Oklahoma as shown by Exhibit "B" and being more particularly described as follows: commencing at the northwest corner of said southwest quarter Section 11, for a distance of 460.00 feet; thence in an easterly

direction, parallel to the north line of said southwest quarter, for a distance of 353.00 feet to the point of beginning; thence in a southerly direction along the west line of said southwest quarter, for a distance of 521.96 feet; thence in an easterly direction, parallel to the north right-of-way of Oklahoma Avenue for a distance for 364.15 feet to a point on a curve on the west boundary of Neilson Place Sixth Addition; thence continuing along the west boundary of Neilson Place Sixty Addition said curve turning to the right through an angle of 17°53'33", having a radius of 1790.00 feet and an arch length of 558.98 feet; thence in a westerly direction parallel to the north line of said southwest quarter for distance of 176.04 feet to the point of beginning of said parcel, containing 3.0539 acres more or less located west of Neilson Place Sixth Addition, south of Randolph Avenue and east of Oakwood Road from "R-2" Residential Single-Family Dwelling District to "C-3" General Commercial District.

Planning Administrator Chris Bauer provided a brief presentation regarding property at Oakwood Road and Randolph. He noted that currently part of the site is zone "C-3" and the other part is zoned "R-2". The hearing was to rezone the section zoned "R-2" to "C-3". It was noted that there was adequate road, water and sewer, and stormwater in place to support a higher intensity use.

It was noted that the Metropolitan Area Planning Commission recommended approval at their meeting of July 17, 2017.

Following brief discussion, the hearing concluded.

Motion was made by Commissioner Janzen to adopt an ordinance rezoning property described as a part of the southwest quarter of Section 11, Township 22 North, Range 7 West, Indian Meridian, Enid, Garfield County, Oklahoma, from "R-2" Single-Family Dwelling District to "C-3" General Commercial District.

Commissioner Wilson inquired if there had been any opposition to the rezoning, and Mr. Bauer confirmed that there had not been.

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

AYE: Commissioners Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin and Mayor Shewey.

NAY: None.

Motion was made by Commissioner Ezzell to approve a sidewalk variance for TP & L, located at 301 South 54th Street, described as SW/4 Section 12, Township 22 North, Range 6 West of the Indian Meridian, Garfield County, Oklahoma.

It was noted that the Metropolitan Area Planning Commission unanimously recommended approval at their meeting of July 17, 2017.

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

AYE: Commissioners Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin and Mayor Shewey.

NAY: None.

City Engineer Robert Hitt spoke regarding an application for Capital Recovery for Waterline Extension on North 81. He provided a brief overview of the application submitted by Warren Power & Machinery, Inc., of Midland, Texas. The cost of improvement estimated on the application was \$304,920.79, which was improvement for an approximate half-mile of waterline and included the developer area of approximately 20.4 acres of the boundary that the waterline would serve. The boundary established by the application of the area served is approximately 153 acres. The general location of the waterline extension was located at Phillips Road and Highway 81. Mr. Hitt also provided a brief presentation which provided a copy of the application, location maps, and outlined the results of capital recovery.

Motion was made by Commissioner Ezzell and seconded by Commissioner Pankonin to approve an application for a Capital Recovery Water Line Extension by Warren Power Machinery, Inc., Midland, Texas, on North State Highway US 81, Project Number W-1713A.

Following brief discussion, the vote was as follows:

AYE: Commissioners Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin and Mayor Shewey.

NAY: None.

Motion was made by Commissioner Ezzell to approve a resolution indicating the support by the Enid City Council authorizing the Mayor of the City of Enid to accept a grant from the Oklahoma Strategic Military Planning Commission (OSMPC) to help with the funding of a Joint-Use Planning Room to be included in the new terminal facility that will be built at the Enid Woodring Regional Airport.

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

AYE: Commissioners Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin and Mayor Shewey.

NAY: None.

(Copy Resolution)

Motion was made by Commissioner Ezzell and seconded by Commissioner Waddell to approve staff recommendations on the following consent items as listed, and the vote was as follows:

AYE: Commissioners Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin and Mayor Shewey.

NAY: None.

- (1) Acceptance of Groundwater Permit #2016-575 from the Oklahoma Water Resource Board (OWRB) for municipal use by the City of Enid;
- (2) Award of purchase of Ready Mix Portland Cement Concrete through June 30, 2018, to Dolese Brothers Company, Oklahoma City, Oklahoma, as a secondary provider;
- (3) Approval of Change Order No. 2 with Luckinbill Inc., for Project W-1406B, North Cleveland Street and West Chestnut Avenue Waterline Relocation, which will add \$311,122.50 to the original contract, for a revised contract amount of \$991,411.50, to relocate 1,962 LF of waterline on Cleveland Street between railroad crossing a quarter mile North of Chestnut Avenue;
- (4) Approval to execute the County Jail Services Agreement Annual Service Payment Adjustment, in the amount of \$108,000.00, to house City prisoners;
- (5) 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, Norwood, Ezzell, Waddell, Wilson, Pankonin, Chairman Shewey, Trust Manager Jerald Gilbert, Interim Trust Attorney Carol Lahman and Secretary Alissa Lack.

ABSENT: None.

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

AYE: Trustees Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin and Chairman Shewey.

NAY: None.

(List Claims)

Chairman Shewey adjourned the meeting to convene as the Enid Public Transportation Authority.

- TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY -

PRESENT: Trustees Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin, Chairman Shewey, General Manager Jerald Gilbert, Interim Trust Attorney Carol Lahman and Secretary Alissa Lack.

ABSENT: None.

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

AYE: Trustees Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin and Chairman Shewey.

NAY: None.

(List Claims)

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

- MAYOR AND BOARD OF COMMISSIONERS -

Mr. Byrin Carr, 2604 East Randolph, addressed commissioners. He expressed concern regarding issues pertaining to his water bill and water service, and other unresolved legal issues.

Ms. Diane Levesque, 1324 West Oak Avenue, addressed commissioners. She expressed support for the Interim City Attorney. She also spoke at length regarding her status as a copyright holder for Pegasys, Inc.

Motion was made by Commissioner Janzen and seconded by Commissioner Waddell to convene into Executive Session pursuant to 25 O.S. §307(B)(4) to pending lawsuit to discuss City of Enid v. Fairway Outdoor Advertising, LLC et al, SC-2016-44, to engage in confidential communications between the Commission and the attorney because disclosure will impair the Commission's ability to proceed with the lawsuit , and the vote was as follows:

AYE: Commissioners Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin and Mayor Shewey.

NAY: None.

The meeting convened into Executive Session at 8:09 P.M.

In Executive Session the Commission discussed a pending lawsuit.

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

AYE: Commissioners Janzen, Norwood, Ezzell, Waddell, Pankonin and Mayor Shewey.

NAY: None.

Commissioner Wilson was absent from the vote.

The meeting reconvened into regular session at 8:52 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 Waddell that the meeting adjourn, and the vote was as follows:

AYE: Commissioners Janzen, Norwood, Ezzell, Waddell, Pankonin and Mayor Shewey.

NAY: None.

Commissioner Wilson was absent from the vote.

The meeting adjourned at 8:52 P.M.

City Commission Meeting

8.1.

Meeting Date: 08/15/2017

Submitted By: Audrey Randall, Executive Assistant

SUBJECT:

APPROVE AN AGREEMENT WITH KOCH FERTILIZER ENID, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TO INSTALL FOUR WIRELESS SIGNAL BOOSTERS OR REPEATERS TO SUPPORT AN AIR MONITORING PROJECT WITHIN THE CITY OF ENID RIGHT-OF-WAY.

BACKGROUND:

Koch Fertilizer Enid, LLC. has submitted an application to install four wireless signal boosters or repeaters to support an air monitoring project within City owned right-of-way, located at:

- 1) Southwest corner of Willow Street and 78th Street;
- 2) Northeast Corner of Chestnut Avenue and 64th Street;
- 3) Northwest corner of Chestnut Avenue and 78th Street;
- 4) Southeast corner of Market Street and 78th Street.

This project is being undertaken based on an EPA agreement to install site fence-line and remote air quality monitoring stations at two locations – the Pioneer Pleasant Vale School and the Woodring Airport. To ensure property signal strength and data quality boosters are required. The installation of the air monitoring equipment on Woodring airport has been permitted separately.

This agreement covers a ten-year term with discussion in the final year to extend the agreement an additional ten years. The fee will be \$500.00 per location per ten-year term.

Upon approval of the agreement, the contractor for this project will be issued a permit to begin construction on the right of way.

RECOMMENDATION:

Approve agreement.

PRESENTER:

Robert Hitt, PE, City Engineer

Attachments

Koch Right of Way Use Agreement

CITY OF ENID RIGHT-OF-WAY USE AGREEMENT

This Right-of-Way Agreement (“Agreement”) is entered into by and between the City of Enid, an Oklahoma Municipal Corporation, hereinafter referred to as “City,” and Koch Fertilizer Enid, LLC hereinafter referred to as “Owner.”

WHEREAS, the Owner desires to install and maintain four Wireless Signal Boosters or Repeaters to support an Air Monitoring Project in, under, and across City owned right-of-way; and,

WHEREAS, the City has determined that such use would not impair or impede the City’s rights in and use of such right-of-way; and,

WHEREAS, the City desires to allow such use.

WHEREAS, the parties hereto desire to outline the terms of such use.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions herein stated and in consideration of the mutual benefits which will accrue to each of the parties hereto, the sufficiency of which are hereby acknowledged by the parties, it is agreed by and between the parties as follows:

1. Authorization, Limitation and Subordination of Use:

- A. The Owner is hereby authorized to install, maintain and operate four Wireless Signal Boosters or Repeaters to support an Air Monitoring Project within City owned right-of-way per attached plans and exhibits.
- B. The Owner’s use of City owned right-of-way is subject and subordinate to the prior and continuing right and obligation of the City to use and maintain its entire right-of-way and property, including the right and power of the City to construct, maintain, repair, renew, use, operate, change, modify or relocate any railroad tracks, signals, communication, fiber optics or other wire lines, pipelines and any other facility upon, along, across or under any or all parts of the right-of-way, all or any of which may be freely done at any time or times by the City without liability to the Owner or to any other party for compensation or damages.
- C. The Owner’s use of City owned right-of-way is also subject to all outstanding prior rights, including those in favor of owners and lessees of the City’s right-of-way or property, and the right of the City to renew and extend the same, and this grant of use to Owner is made without covenant of title or for quiet enjoyment.
- D. The Owner’s use is also subject to any and all claims, if any, made by adjacent property owners for compensation for the additional burden, if any, placed on adjacent and abutting property by this Agreement.

2. Construction, Maintenance and Operation:

- A. The four Wireless Signal Boosters or Repeaters to support an Air Monitoring Project shall be constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Owner in strict conformity with the City Standard Specifications for right-of-way crossings, and all amendments thereof and supplements thereto, which by this reference is hereby made a part hereof, except as may be modified and approved by the City Engineer. In the event such specification conflicts in any respect with the requirements of any federal, state or municipal law or regulation, such requirements shall govern on all points of conflict, but in all other respects the specification shall apply. Owner further agrees to bury any lines, if placed, a minimum of four (4) feet below the bar ditch surface and in such a manner as to pass inspection by the City Engineer or his authorized agent.
- B. All work performed on public right-of-way of the City in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the four Wireless Signal Boosters or Repeaters to support an Air Monitoring Project shall be done under the supervision and to the satisfaction of the City.
- C. Prior to the commencement of any work in connection with the construction, renewal, modification, relocation, reconstruction or removal of the four Wireless Signal Boosters or Repeaters to support an Air Monitoring Project, the Owner shall submit to the City, plans setting out the method and manner of handling the work to protect the City operations, and shall not proceed with the work until such plans have been approved by the Engineer of the City, and then only under the supervision of his authorized representative. The City shall have the right, if it so elects, to provide such support as it may deem necessary for the use and safety of its right-of-way, the time of construction, renewal, modification, relocation, reconstruction or removal of the four Wireless Signal Boosters or Repeaters to support an Air Monitoring Project and, in the event the City provides such support, the Owner shall pay to the City, within fifteen (15) days after bills shall have been rendered therefore, all expense incurred by the City in connection therewith, which expense shall include all assignable costs.
- D. The Owner shall keep and maintain the soil near the four Wireless Signal Boosters or Repeaters to support an Air Monitoring Project thoroughly compacted and the grade even with the adjacent surface of the ground.

3. Notice of Commencement of Work. If an emergency should arise which requires immediate attention, the Owner shall provide as much notice as practicable to City before commencing any work. In all other situations, the Owner shall notify the City at least ten (10) days (or such other time as the City may allow) in advance of the commencement of any work upon property of the City in connection with the construction, any work that requires compaction or traffic control, renewal, modification, reconstruction, relocation

or removal of the four Wireless Signal Boosters or Repeaters to support an Air Monitoring Project. All such work shall be prosecuted diligently to completion.

4. Owner to Bear Entire Expense. The Owner shall bear the entire cost and expense incurred in connection with the construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the four Wireless Signal Boosters or Repeaters to support an Air Monitoring Project, including any and all expense which may be incurred by the City in connection therewith for supervision, inspection, flagging, or otherwise.
5. Relocation or Removal of four Wireless Signal Boosters or Repeaters to support an Air Monitoring Project:
 - A. The use herein allowed is subject to the needs and requirements of the City in the operation of its right-of-way and in the improvement and use of its property. The Owner shall, at its sole expense, move all or any portion of the four Wireless Signal Boosters or Repeaters to support an Air Monitoring Project to such new location as the City may designate, whenever in the furtherance of its needs and requirement, the City shall find such action necessary or desirable.
 - B. All the terms, conditions and stipulations herein expressed with reference to the four Wireless Signal Boosters or Repeaters to support an Air Monitoring Project on right-of-way of the City in the location hereinbefore described shall, so far as the four Wireless Signal Boosters or Repeaters to support an Air Monitoring Project remain on the property, apply to the four Wireless Signal Boosters or Repeaters to support an Air Monitoring Project as modified, changed or relocated within the contemplation of this section
6. No Interference with City's Operation. The four Wireless Signal Boosters or Repeaters to support an Air Monitoring Project and all parts thereof within and outside of the limits of the property of the City shall be constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the right-of-way and facilities of the City, and nothing shall be done or suffered to be done by the Owner at any time that would in any manner impair the safety thereof.
7. Protection of Fiber Optic Cable Systems:
 - A. Fiber optic cable systems may be buried on the City right-of-way. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users, resulting in business interruption and loss of revenue and profits. Owner shall determine if fiber optic cable is buried anywhere on the City right-of-way to be used by the Owner. If fiber optic cable is buried in the City's right-of-way, Owner shall telephone the telecommunication company involved, arrange for a cable locator and make arrangements for relocation or other

protection of the fiber optic cable prior to beginning any work in or on the City's right-of-way.

- B. In addition to the liability terms elsewhere in this Agreement, the Owner shall indemnify and hold the City harmless against and from all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of the owner, its contractor, agents and/or employees, that causes or in any way or degree contributes to:
- 1) Any damage to or destruction of any telecommunications system by the Owner, and/or its contractor, agents and/or employees, on City right-of-way; and/or,
 - 2) Any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on City right-of-way; and/or
 - 3) Any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of, such telecommunication company.

8. Claims and Liens for Labor and Material; Taxes:

- A. The Owner shall fully pay for all materials joined or affixed to and labor performed upon the right-of-way of the City in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the four Wireless Signal Boosters or Repeaters to support an Air Monitoring Project, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Owner. The Owner shall indemnify and hold harmless the City against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.
- B. The Owner shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the four Wireless Signal Boosters or Repeaters to support an Air Monitoring Project, to prevent the same from becoming a charge or lien upon property of the Owner, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the four Wireless Signal Boosters or Repeaters to support an Air Monitoring Project or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Owner's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Owner but shall be included in the assessment of the property of the City, then the Owner shall pay to

the City an equitable proportion of such taxes determined by the value of the Owner's property upon property of the City as compared with the entire value of such property.

9. Restoration of City Property. In the event the City authorizes the Owner to take down any fence of the City or in any manner move or disturb any of the other property of the City in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the four Wireless Signal Boosters or Repeaters to support an Air Monitoring Project, then in that event the Owner shall, as soon as possible and at the Owner's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed, and the Owner shall indemnify and hold harmless the City, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the taking down of any fence or the moving or disturbance of any other property of the City.

10. Indemnity:
 - A. As used in this section, "City" includes all right-of-way, property, and franchises at or near the location of the Owner's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from:
 - 1) Injury to or death of persons whomsoever (including the City's officers, agents, and employees, the Owner's officers, agents, and employees, as well as any other person); and
 - 2) Damage to or loss or destruction of property whatsoever (including City's property, damage to the roadbed, tracks, equipment, or other property of the City, or property in its care or custody).

 - B. As a major inducement and in consideration of the permit and permission herein granted, the Owner agrees to indemnify and hold harmless the City from any loss which is due to or arises from:
 - 1) The prosecution of any work contemplated by this Agreement, including, but not limited to, the installation, construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the four Wireless Signal Boosters or Repeaters to support an Air Monitoring Project or any part thereof; and/or,

- 2) The presence, operation, use of the four Wireless Signal Boosters or Repeaters to support an Air Monitoring Project or contents escaping therefrom, except to the extent the loss is caused by the sole and direct negligence of the City.
11. Removal of four Wireless Signal Boosters or Repeaters to support an Air Monitoring Project Upon Termination of Agreement. Prior to any termination of this Agreement, the Owner shall, at Owner's sole expense, remove the four Wireless Signal Boosters or Repeaters to support an Air Monitoring Project from those portions of the right-of-way or property of the City and shall restore, to the satisfaction of the City, such portions of such property to as good a condition as they were in at the time of the construction of the four Wireless Signal Boosters or Repeaters to support an Air Monitoring Project. If the Owner fails to do the foregoing, the City may do such work of removal and restoration at the cost and expense of the Owner. The City may, at its option, upon such termination, at the entire cost and expense of the Owner, remove the portions of the four Wireless Signal Boosters or Repeaters to support an Air Monitoring Project located in its right-of-way and restore such right-of-way to as good a condition as it was in at the time of the construction of the four Wireless Signal Boosters or Repeaters to support an Air Monitoring Project, or it may permit the Owner to do such work of removal and restoration under the supervision of the City. In the event of the removal by the City of the property of the Owner and of the restoration of the right-of-way and property as herein provided, the City shall in no manner be liable to the Owner for any damage sustained by the Owner for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the City may have against the Owner.
12. Waiver of Breach. The waiver by the City of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Owner shall in no way impair the right of the City to avail itself of any subsequent breach thereof.
13. Termination:
 - A. If the Owner does not use the right-of-way or four Wireless Signal Boosters or Repeaters to support an Air Monitoring Project for one (1) year, or if the Owner continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the City to the Owner specifying such default, the City may, at its option, forthwith immediately terminate this Agreement by written notice.
 - B. In addition to the provisions of subparagraph (A) above, this Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date upon which such notice shall be given.
 - C. Notice of default and notice of termination may be served personally upon the Owner or by mailing to the last known address of the Owner. Termination of this

Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

14. Assignment. The Owner shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the City, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the City, shall terminate this Agreement.
15. Binding Effect. Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.
16. Special Provisions. This section provides for the limited locations that the four Wireless Signal Boosters or Repeaters to support an Air Monitoring Project by owner is required to be in the City right-of-way due to the inability to make use of private right-of-way. As part of this agreement, the Owner agrees that when removal or relocation of the Owner's facilities and/or appurtenance is required by the City, that the Owner will make such removals or relocations at no cost to the City of Enid, for any and all facilities in the City right-of-way and for any part of the continuation of the facilities or lines that may fall in private easements, but requires removal and/or relocation of the facilities on the right-of-way. In addition, the Owner agrees to pay the City of Enid a one-time fee in the amount of Five Hundred Dollars (\$500.00) for each location, per term set in item 27, due and payable within thirty (30) days of the Effective Date as defined below.
17. Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Agreement, except as provided expressly herein.
18. Notices. Whenever a notice is required to be given in writing and under the terms of this Agreement, or any extension hereunder, such notice shall either be hand-delivered or mailed by certified mail, return receipt requested, and directed to the respective parties at the following addresses:

If to the City:

City of Enid
P.O. Box 1768
Enid, OK 73702
Attn: City Engineer

If to Owner:

Koch Fertilizer Enid, LLC
1619 S 78th Street
Enid, OK 73701
Attn: Plant Manager

or at such other address as a party shall specify by like notice to the other party hereto. Notices shall be effective on the date of delivery.

19. Severability. If any one or more of the sections, sentences, clauses, or parts be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this Agreement.
20. Employment Verification. The City of Enid requires all contractors to verify that employees working pursuant to contracts with the City of Enid are legally authorized to work in the United States. Owner agrees to verify and document the employment eligibility of all employees who may perform services pursuant to this Agreement. Owner also agrees to require all subcontractors who perform services under this Agreement to verify and document the employment eligibility of all employees who may perform services pursuant to this Agreement.
21. Non-Discrimination. The parties covenant (1) that no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this Agreement on the ground of race, color, age, sex, handicap, or national origin; and (2) that, in carrying out the terms and conditions of this Agreement, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or national origin.
22. Compliance with Laws. Owner shall conduct its business under the terms of this Agreement in such a manner that it does not violate Federal, State, or local laws or regulations applicable to the conduct of its operations under the terms of this Agreement.
23. Interpretation of Law. This Agreement shall be deemed to have been made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma.
24. Choice of Law. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties in the courts of the State of Oklahoma, County of Garfield, or, if it has or can acquire jurisdiction, in the United States District Court for the Western District of Oklahoma, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.
25. Governmental Tort Claims Act. By entering into this Agreement, City and its "employees," as defined by the Governmental Tort Claims Act, 51 Okla. Stat. § 151 et seq., do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Agreement modifies and/or waives any provision of the Local Government Tort Claims Act.
26. Construction. Captions and other headings contained in this Agreement are for reference and identification purposes only and do not alter, modify, amend, limit, or restrict the contractual obligations of the parties.

27. Term. This agreement shall be effective from August 1, 2017 (the "**Effective Date**"), and shall remain in effect until June 30, 2027. During the final year of the term, the parties will discuss an extension of the agreement for an additional ten (10) year period.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year last written below.

Date: _____

The City of Enid,
an Oklahoma Municipal Corporation

William Shewey, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

Approved as to form:

Carol Lahmen, Interim City Attorney

SIGNATURE PAGE OF OWNER

Date Signed: 7/31/17

“Owner”
Koch Fertilizer Enid, LLC
a Delaware Limited Liability Company,

Marc Hoss
Signature

MARC HOSS
Printed Name

ATTEST:

Secretary and/or Witness

ACKNOWLEDGEMENT

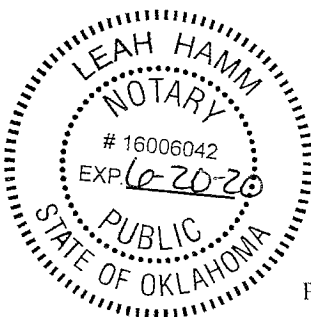
State of Oklahoma)
) ss.
County of Garfield)

On this 31 day of July, 2017, before me, a Notary Public in and for said county and state, personally appeared Marc Hoss, to me known, or proved on the basis of satisfactory evidence, to be the person whose name is subscribed to the foregoing instrument as the Plant Manager of Koch Fertilizer Enid, LLC, a Delaware Limited Liability Company, and acknowledged that he/she executed the same as the voluntary act and deed of said company.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Leah Hamm
Notary Public

My Commission Expires: 6-20-20
My Commission Number: 16006042



City Commission Meeting

8.2.

Meeting Date: 08/15/2017

Submitted By: Erin Crawford, Chief Financial Officer

SUBJECT:

CONSIDER A RESOLUTION AMENDING THE 2017-2018 AIRPORT FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$57,000.00 TO INCREASE THE 2017-2018 APPROPRIATED AMOUNTS FOR THE AIRPORT DEPARTMENT.

BACKGROUND:

This is a companion to item 9.3. The Airport Fund has funds available to the necessary funding to replace the 1981 model fuel truck.

RECOMMENDATION:

Approve Resolution.

PRESENTER:

Erin Crawford, Chief Financial Officer

Fiscal Impact

Budgeted Y/N: N

Amount: \$57,000.00

Funding Source:

Airport Fund Balance

Attachments

Resolution

RESOLUTION

A RESOLUTION AMENDING THE 2017-2018 AIRPORT FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$57,000.00 TO INCREASE THE 2017-2018 APPROPRIATED AMOUNTS FOR THE AIRPORT DEPARTMENT.

WHEREAS, the appropriated amounts for the 2017-2018 Airport Fund must be increased by \$57,000.00 to award the purchase of a new cab and chassis based on Oklahoma State Purchasing Contract SW035 and associated costs to relocate the existing tank from the fuel truck being replaced;

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 2017-2018 BUDGET BE AMENDED TO INCREASE THE APPROPRIATIONS FOR THE AIRPORT FUND AIRPORT DEPARTMENT:

FUND 20 AIRPORT	
Airport Department	\$57,000.00

Adopted this 15th day of August 2017.

Mayor

(Seal)

ATTEST:

City Clerk

City Commission Meeting

8.3.

Meeting Date: 08/15/2017

Submitted By: Stephanie Carr, Grants Administrator

SUBJECT:

REVIEW 2017 CDBG AFTER SCHOOL PROGRAM APPLICATIONS.

BACKGROUND:

A Request for Proposal (RFP) was sent out requesting applications from agencies and organizations providing after school services to at risk youth. The RFP process yielded responses from three eligible organizations. Responding organizations were Booker T. Washington Community Center, Making a Difference, Inc. and Zoe's Kid's Cafe. On July 18, 2017 the Annual Action Plan approving funding in the amount of \$59,122.00 set aside for the public service goal to provide after school services to at risk youth. Application packets were submitted by CDBG Director to Mayor and Commissioners for review prior to this meeting. On-site visits will be scheduled, conducted and completed by September 6, 2017.

On, September 7, 2017 at the regular City Commission meeting, selection and approval will be announced.

RECOMMENDATION:

Review After School Program organizations.

PRESENTER:

Stephanie Moffitt-Carr, CDBG Administrator

City Commission Meeting

9.1.

Meeting Date: 08/15/2017

Submitted By: Courtney O'Brien, Executive Assistance

SUBJECT:

AWARD AND EXECUTE THE PURCHASE OF AN ELGIN EAGLE BROOM STREET SWEEPER WITH DUAL SIDE BROOMS FOR THE PUBLIC WORKS DIVISION, IN THE AMOUNT OF \$289,489.00, FROM J & R EQUIPMENT LLC., OKLAHOMA CITY, OKLAHOMA.

BACKGROUND:

One street sweeper for the Public Works Division was identified in the budget process as being in need of replacement. The sweeper being replaced is ten or more years old and exceeds 6000 hours. The Oklahoma State Purchasing Contract SW191 with J&R Equipment LLC., provided the following quote:

Elgin Eagle Sweeper List Price	\$325,115.00
Less 3% discount per State Contract SW191	(9,753.45)
Allied Cost - Additional Warranties	5,975.00
Less - Additional Factory and J&R Discount	(31,847.55)
TOTAL	\$289,489.00

RECOMMENDATION:

Award purchase to J&R Equipment LLC. in the amount of \$289,489.00.

PRESENTER:

Erin Crawford, Chief Financial Officer

Fiscal Impact

Budgeted Y/N: Y

Amount: \$289,489.00

Funding Source:
General fund

Attachments

Product Info
 Dealer Summary/Bid
 State Contract

ELGIN[®]

Subsidiary of Federal Signal Corporation



AUTOCAR

ELGIN® SWEEPER AND AUTOCAR® XPERT®

Elgin Sweeper Company continues to partner with Autocar, LLC, producing the US built Autocar ACMD® used extensively throughout the Elgin product line. The single engine Broom Bear® is the latest result of this partnership.

Autocar continues to grow their ACMD product offerings, serving the U.S. and Canadian markets with class 7 and class 8 cabover chassis, providing Elgin Sweeper Company a wide array of choices for the changing requirements of the sweeping industry. You don't have to settle for a one-off, mod shop dual steer systems, or an import chassis. You can choose the Autocar ACMD, makers of durable, factory engineered and assembled "tough" trucks for over a century.

"The responsiveness of Autocar Solutions tech support team is unbelievable, which is one of the reasons why we will continue to grow our fleet of 50+ Autocars."

- **Robert Gibson**, City of Baltimore,
Chief of Fleet Management



CONTACT US FIRST, FOR LITERALLY ANYTHING!

Every Autocar ACMD is supported by our direct to end customer technical support team we refer to as AUTOCAR SOLUTIONS®, in Hagerstown, Indiana, with support available 24/7.

Elgin Sweeper and Autocar work to assure that every chassis with an Elgin sweeper on it has parts, service and warranty help just a quick click away. Ten minutes after your on-line contact with Autocar, an expert will call you back, guaranteed. Whether it's a truck down situation, a request for some technical information, a need for diagrams, locating an Autocar authorized distributor or in-depth help troubleshooting, our 24/7 web-based Web-Link Direct® tool puts you immediately in touch with the Autocar experts. They understand that your sweeper and chassis are an integrated piece of equipment and the problem source may not be immediately clear. Look for the Autocar Solutions logo on any page of the Autocar website: <http://www.autocartruck.com> or call 888-218-3611.

PREMIUM COMPONENT SUPPLIERS

Elgin Sweeper and Autocar have partnered with the heavy duty trucking industry's most respected and proven suppliers such as Cummins® engines, Allison® transmissions, TRW® steering systems, Meritor® braking systems, Hendrikson® suspensions and Dana® axles and drivelines. In addition, Autocar has the fewest amount of "captive" parts on our vehicles, allowing you to source common parts from multiple, local outlets, keeping your total cost of ownership down and your sweepers on the road.

THE MOST COMPLETE PRODUCT OFFERING IN THE INDUSTRY

Autocar offers front axle ratings from 12K to 16K. Rear axle ratings from 21K to 23K, both with the option of two-speed rear ratios. Engine choices include the Cummins B6.7, L9 and ISL-G natural gas engines. Transmission offerings include the Allison 2500, 3500 and 3000 RDS. Steering options include dual steering, left hand only or right hand only configurations.

INNOVATIVE, TOUGH DESIGN FOR THE U.S. AND CANADIAN MARKET



PREMIUM OPERATOR COMFORT AND SMOOTH RIDE

Autocar knows the importance of driver comfort. The Xpert cab provides the operator with the most comfortable working environment, with superior hip, belly and leg room, better placement of the accelerator and brake pedals and tilt and telescoping wheels from either driving position. There is also a large storage area rear of the seats for spill kits, coolers or other items a driver may need to get the job done.



A TRUE 12 VOLT ELECTRICAL SYSTEM FOR THE CAB AND CHASSIS

The Autocar ACMD is a rugged vocational chassis, designed for maximum durability. When the chassis does need to go in for repair, it is imperative to get the chassis back on the road as soon as possible. With this in mind the ACMD uses a true 12 Volt system throughout the cab and chassis. The 12 Volt system is easier to maintain, diagnose and repair. There is no inverter wedged between the cab and body for the mechanic to get to, no isolating of systems, and less risk of damage by not understanding the different systems.

FACTORY DUAL STEERING SYSTEM

No longer do vocational customers have to settle for third party modified dual steering, or play the waiting game as a chassis goes between an OEM and a modifier to install dual steering. The Autocar ACMD comes off the line with true dual steering. In fact, independent steering gears are used instead of a cross shaft. Tilt and telescoping functions are standard on both sides, as well as identical instrument clusters on either driving position, allowing your drivers to keep their eyes on the road instead of searching for gauges. Autocar builds you a better dual steering system and stands behind it with their warranty.



BEST IN CLASS VISIBILITY

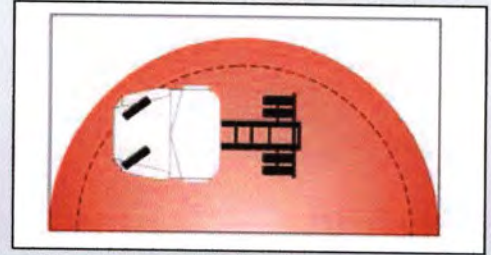
The Autocar Xpert is designed to ensure the best sight lines available in any cabover or conventional truck today. The ACMD has better sight lines to the ground out of the huge windshield. Greatly reduced blind spots with both front and rear side windows and an almost 360 degree viewing field thanks to the rear window. The larger cab allows for optimized seat position to maximize your driver's visibility, giving sweeper operators the best visibility for their side brooms for optimum sweeping performance.





AUTOCAR ACMD AND ITS SUPERIOR TURNING RADIUS

The turning radius of the Autocar ACMD is the best in its class without sacrificing interior driver space and comfort. Autocar engineers carefully dialed in the right steering gear, coupled with a tight turning "wide-track" front axle. They optimized the steering geometry and wheel cut in order to ensure the tightest turning radius possible, while minimizing tire scrub.



AUTOCAR WARRANTY & SERVICE

Uptime is a big deal for Autocar. Every Autocar truck is protected by a limited warranty plan and extended warranty plans are available. Remember, for any question at all regarding your Autocar truck contact the Autocar Solutions service command center first whenever you need help, 24/7. Autocar Solutions is based right at the Autocar factory and is staffed by expert technicians (not just an operator) who will stick with you until your issue is solved. They'll help with just about anything, even warranty coverage and issues with major truck components. Ideally, you'll be able to handle the issue in-house and not send your truck out for service. That can get your truck back to work days faster. But if you do need to send it out, Autocar Solutions will coordinate the network of Autocar dealers and service partners to get your truck turned-around as fast as possible. Autocar Solutions support comes with your Autocar truck free, for the life of your truck. Log in to www.autocartruck.com or call 888.218.3611.

Your Local Elgin Dealer Is:



1300 West Bartlett Road
 Elgin, IL 60120
 847.741.5370 Phone
 847.742.3035 Fax



551 South Washington Street
 Hagerstown, IN 47346
 Toll-Free: 877.973.3486

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Specifications subject to change without notice. Some items shown may be optional. Elgin® Whirlwind® Crosswind® Eagle® and Broom Bear® are registered trademarks of Elgin Sweeper Company. ACMD® Autocar® Autocar Solutions® and Xpert® are registered trademarks of Autocar, LLC. Printed in U.S.A. Federal Signal Corporation is listed on the NYSE by the symbol FSS.



**J&R
EQUIPMENT LLC**
8800 S.W. 8TH ST.
OKLAHOMA CITY, OK 73128
PH: (405) 495-5110
jandrequipment.com

General information / Website ect.

Please go to www.J&REquipment.com to view our website. You can also log onto www.elginsweeper.com to view all of the sweepers offered on the Oklahoma State Contract.

In addition we offer eco infused technology in many of our sweepers along with CNG options to help reduce the carbon footprint. Eco infused technology allows us to use available horsepower from the chassis to sweep at optimum levels without all the complications of tier4 final high horsepower engines that many of our competitors use. Call today to find out why Elgin is superior.

We also offer the largest selection of sweepers thus allowing us to match the perfect sweeper to the customer's application.

Rodney Womack

President

Federal Signal Environmental Solutions Group

1300 W. Bartlett Road
Elgin, IL 60120
p. (847) 741-5370
f. (847) 742-3035
www.elginsweeper.com

ELGIN
VACTOR
GUZZLER
JETSTREAM

May 5, 2017

Oklahoma State Contract

RE: J&R Equipment

To whom it may concern,

Please be advised that J&R Equipment is the authorized and approved dealer for selling, installing and servicing the Elgin Street Sweeper line of equipment and the Vactor Manufacturing line of equipment to all governmental entities in the state of Oklahoma.

Please contact me if you should have any questions.

Sincerely,



Tom Sybilrud
Federal Signal Corporation

CC: Rodney Womack – J&R Equipment





**J&R
EQUIPMENT LLC**

8800 S.W. 8TH ST.
OKLAHOMA CITY, OK 73128
PH: (405) 495-5110
jandrequipment.com

To whom it may concern:

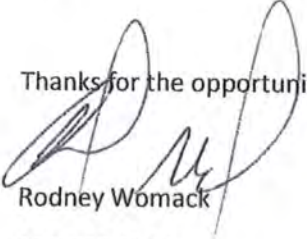
Any piece of equipment purchased from J&R Equipment llc/ J&R Environmental truck sales includes unlimited training for operators and technicians included with the purchase of a unit. We have after the sale support on service and parts in Oklahoma City or we can do field service work at your location for an hourly rate of \$115.00.

We also offer several different equipment options in CNG/ alternative fuel. Please call if you are interested and we can talk to you about our different offerings.

We also sell, rent or lease equipment with buy back opportunities. We can structure the purchase to meet the customer's needs.

We offer extended warranties and equipment purchases at a discount off of list price.

Thanks for the opportunity



Rodney Womack

405-760-8111



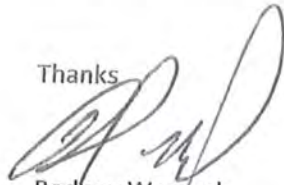
**J&R
EQUIPMENT LLC**

**8800 S.W. 8TH ST.
OKLAHOMA CITY, OK 73128
PH: (405) 495-5110
jandrequipment.com**

Pricing Pages

Please see attached pricing pages to get the chassis prices and other options available. We offer a 3% discount off of machines and options. Special options are available per request if not listed on the sheets and will be priced at list less 3% discount as well.

Thanks



Rodney Womack

City of Enid

From: J & R Equipment LLC
7/19/2017

OK State Contract SW191

Elgin Eagle Sweeper

List Price as equipped	\$	325,115.00
Less 3% discount per State Contract	\$	<u>(9,753.45)</u>
Oklahoma State Contract Price	\$	315,361.55
Allied Cost - Additional Warranties	\$	5,975.00
Less - Additional Factory and J & R Discount	\$	<u>(31,847.55)</u>
TOTAL	\$	289,489.00

Final Oklahoma State Contract Price \$289,489.00

Presents a Proposal Summary

of the



Eagle

Eagle Broom Street Sweeper with Dual Side Brooms

for

City of Enid

Per/OK State Contract SW191

From: J & R Equipment LLC

8800 S. W. 8th St., OKC, OK 73128

Date: 7-19-2017



PRODUCT DESCRIPTION

· Hydraulically driven left and right side brooms and variable height, right side dumping, 4.5 cubic yard hopper, sweeper is powder coated from powder coatings chart 2003/N with powder coated gray undercarriage.

STANDARD FEATURES

- Aux-engine;
- Two-stage dry type with restriction indicator (at engine) and precleaner
- Broom side, in-cab reversible, 46 "steel vertical digger 5 segment
- Broom side, pneumatic floating suspension, pneumatic deploy
- Broom, main, 34" diameter, 60" wide prefab disposable
- Camera, Rear with in-cab monitor
- Conveyor, cleated belt, adjustable height
- Conveyor flush out system
- Conveyor raise in reverse
- Conveyor stall alarm
- Dirt shoes, rubber
- Electric backup alarm
- Engine, sweeper, diesel, tier 4 FINAL, 74 HP
- Hopper inspection door
- Hopper,4.5 cu yd with window and skylight
- Hopper up visual/audible indicator
- Hopper, variable high dump, 38" -10'
- Hopper lift, dual scissors, 10,000 lbs
- Hose, hydrant fill, 16'8" (5080 mm) with strainer and coupling
- Hydraulic oil level gauge and in-cab level light
- Lights, automatic backup
- Lights, combination tail/stop, separate amber signal
- Lights, flood light, one per broom left,right,and main broom (3)
- Manuals, operator and parts
- Rear broom cover and anti-carryover wrap
- Rear broom spray bar
- Reflectors, set of 2
- Sweep resume / raise in reverse
- Tactile controls for all sweep functions
- Tool storage
- Water fill, anti-siphon
- Water level indicator in-cab
- Water Pump, electric diaphragm
- Water tank, molded polyethylene, 360 gallon total nominal capacity
- Sweeper Painted Standard White
- Chassis Painted Standard White
- Red Logo

ADDITIONAL FEATURES

- 2018 Autocar (Cabover) Dual Steer
- Right and Left Hand Heated and Remote Controlled Mirrors
- Left Hand Fender Mounted Mirror
- Daytime Running Lights
- (2) Spare Chassis Key
- In Cab Air Restriction Gauge for Chassis
- Variable Speed Brooms Dual
- Heavy Duty Lower Roller
- Lifeliner Hopper System

- Hydraulic Level Shutdown
- Hydraulic Temperature Shutdown
- In Cab Air Restriction Gauge for Auxiliary Engine
- Hopper Full Indicator (volumetric)
- SyKlone Pre Cleaner
- (2) Extra Key - Auxiliary Engine
- Hydrant Wrench
- Package 3 : Dual Rear/Single Hopper Beacon; Incandescent with Guard
- Package A : LED Stop/Tail/Turn Lights
- Package C : (2) Rear Low Mounted Oval Amber LED Flashers
- Package D : (2) Rear High Mounted Oval Amber LED Flashers
- 5 Lb. Fire Extinguisher
- **Warranty through 3rd Year (Parts/Labor) Sweeper Portion**
- Sweeper Service Manual
- Right Hand Broom Tilt from Cab with Indicator

Pricing Includes:

Chassis Warranty – Autocar - 3 yrs./300K Miles

Transmission Warranty – Allison 3 yrs.

Cummins ISB Engine Warranty – 4 yrs./200K Miles

Exhaust Aftertreatment Warranty – 4 yrs./200K Miles

Cummins Qsf 2.8L Warranty – 3 yrs./5000 hrs. (\$100 deductible per/occurrence)

Factory Total: LIST \$325,115.00

Less 3% per/OK State Contract SW191 <\$9753.45> = \$315,361.55
 Plus ALLIED COST OF: \$5975.00 for Additional Warranty's = \$321,336.55
 Less Additional Factory and J & R Discount <\$31,847.55.55> =

\$289,489.00 Total State Contract Price

Product Model: EAGLESTANDARD

Product Model: EAGLESTANDARD

Proposal Date: 7/19/2017

Quote Number: 2017-20582

Price List Date: 5/10/2017

P.O. Number:

Payment Terms:

Proposal Notes:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.

2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Elgin Sweeper Company prior to submittal of customer purchase order
3. All prices quoted are in US Dollars unless otherwise noted.

SIGNED BY:

_____ Date: _____



ELGIN SWEEPER COMPANY
 1300 W. Bartlett Road
 ELGIN, IL 60120-7529
 Phone: (847) 741-5370
 www.elginsweeper.com

ORDER DATE:	
PAGE #:	1 of 3
SALES ORDER #:	
WORK ORDER#:	
PRICE LIST DATE:	5/10/2017
SERIAL #:	
BMI QUOTE #:	2017-20582

DEALER SUMMARY

SOLD TO: 105581

J and R Equipment LLC
 8800 SW 8th Street
 Oklahoma City , OK 73128
 United States

SHIP TO: 818742

J & R Equip.
 8800 S W 8th ST.

OKC, OK 73128
 United States

END CUSTOMER: City of Enid

Purchase Order No.	Sales Order No.	Payment Terms	Quote No.	Incoterms 2010
			2017-20582	
Order Date		Ship Date	Sales Region	
			180 - Sybilrud	
Order Qty	Part Number	Description	List Price	
1	4M-EAGLE-F	4M-EAGLE-F	\$0.00	
1	1122024	4MF T4F,4.5YD,CONV,PNEU SB,	\$167,250.00	
1	1124667	2018 AUTOCAR WB=132	\$127,750.00	
1	1121973	CHASSIS ALTS/MODS-4MF,ATCR	\$2,135.00	
1	1032481	A-16'8"HOSE-EFGJLPSY	\$0.00	
1	1104503	O-URETHANE LINED 48" HOPPER	\$4,550.00	
1	4810001	WHT FREIGHTLINER	\$0.00	
1	4820001	WHT FREIGHTLINER	\$0.00	
1	1102783	A-RED LOGO/SWOOSH EAGLE	\$0.00	
1	1120375	A-5.0 LB FIRE EXTINGUISHR	\$245.00	
1	0730166	BROOM MEASUREMENT RULER	\$0.00	
1	1116786	O-VAR SPD SB,IN-CAB CNTRL,4MF	\$2,265.00	
1	1103536	A-DUAL RR, SGL HPR BCN, LED	\$4,105.00	
1	EW-ME-NA-3PL	EXT WTY 3 YR P/L MECH - NA	\$5,100.00	
1	FRT-111-006	FRT-ND,SD,NE,OK,KS,AR,AL,MO	\$2,715.00	
1	0701707	MECH PRODUCTS MACH DELIVRY PKT	\$0.00	
1	1119940	A-AUX ENG AIR RSTR GA,CAB,4M	\$765.00	
1	1102752	O-SY-KLONE PRECLEANER	\$645.00	
1	1102798	A-HYD LEVEL SHUTDOWN	\$175.00	
1	1101380	A+HIGH TEMP HYD OIL SHUTDOWN	\$175.00	
1	1036150	A-HYDRANT WRENCH	\$90.00	
1	1107244	A+D-DAYTIME RUNNING LIGHTS	\$530.00	
1	1102735	O-LED STOP/TURN LIGHTS	\$345.00	
1	1102736	A-2 REAR OVAL AMBER LED FLSHRS	\$460.00	



ELGIN SWEEPER COMPANY
 1300 W. Bartlett Road
 ELGIN, IL 60120-7529
 Phone: (847) 741-5370
 www.elginsweeper.com

ORDER DATE:	
PAGE #:	2 of 3
SALES ORDER #:	
WORK ORDER#:	
PRICE LIST DATE:	5/10/2017
SERIAL #:	
BMI QUOTE #:	2017-20582

1	1103898	A-2 RR UPR OVL AMB LED FL	\$570.00
1	1114837	O-(4) LED WORK LIGHTS	\$805.00
1	1107243	A+D-AIR RESTRICTN GAUGE, CAB	\$545.00
1	1106049	O-HD LOWER ROLLER	\$1,010.00
1	1104705	O-HOPPER FULL INDICATOR	\$780.00
1	1109244	A+D-EXTRA KEY	\$115.00
1	1109244	A+D-EXTRA KEY	\$115.00
1	6063004	A-D-1 KEY,IGN	\$45.00
1	6063004	A-D-1 KEY,IGN	\$45.00
1	0701682	4M EAGLE OPERATORS MANUAL	\$0.00
1	0702242	4M EAGLE PARTS BOOK	\$0.00
1	0702462	4M EAGLE SERVICE MANUAL	\$100.00
1	1116213	A+D-ATCR SVCE MNL CD,2014 13E	\$665.00
1	0704072	CUMMINS 2.8 OPER/MAINT MANUAL	\$0.00
1	0704073	CUMMINS 2.8 TROUBLESHOOTING ML	\$0.00
1	1117070	O-RH SB TILT W/INDICATOR,4M	\$1,020.00
1	0702020	ELGIN SAFETY MANUAL	\$0.00

Special Requests: Chassis Notes: Paint Notes: Special Delivery Requirements: Other Notes: Revision Log:
--

Company Name	J&R EQUIPMENT LLC
Doing Business as (if applicable)	J&R ENVIRONMENTAL TRUCK SALES
Contact Person for Solicitation Response	RODNEY WOMACK
Phone	405 495-5110
Email	RWOMACK@JREQUIP.NET
Address For Purchase Orders-Number & Street-Post Office Box (some companies have ordering addresses that are different than the payment address)	8800 SW 8th OKC
City, State, Zip	OKC, OKLA 73128
Contact Person for Contract/Ordering/Price Information/Equipment Additions/Changes/Discontinuations	Rodney Womack
Phone	405 495-5110
Fax	405 495-5112
Email	RWOMACK@JREQUIPMENT.NET
Secondary Contact for Contract/Ordering	RANDY HOLTZ
Phone	918-640-7474
Fax	N/A
Email	RHOLTZ@JREQUIP.NET
Address For Payment-Number & Street-Post Office Box (some companies have a different Payment/remittance address than the ordering address)	SAME
City, State, Zip	SAME
Contact Person/Department for payment	JULIE MURCER
Phone	405 495-5110
Fax	405 495-5112
Email	JMURCER@JREQUIP.NET
Counties You can provide products/warranty service/repair parts to	<input checked="" type="checkbox"/> All counties in Oklahoma OR just these counties: _____
Payment Discount (i.e. 15 days)	Net 10 days IF POSSIBLE
Supplier will be responsible for notifying the contracting officer when the contact information changes.	YES

ATTACHMENT B
Mechanical Sweepers

Commercial Cab-Chassis-Mount design

If you have different discounts for options, you WILL have to list the items. If you need more space, attach sheets or use Microsoft Excel.

BRAND	MODEL (Standard base unit)	Percentage off discount OFF PARTS %	BASE PRICE CURRENT YEAR
ELGIN	5801001 BROOM BADGER	3	127,565 BODY ONLY
* ELGIN	EAGLE 1121711	3	167,250 BODY ONLY
ELGIN	1121711 EAGLE WATERLESS	3	201,250 BODY ONLY
ELGIN	ROAD WIZARD 1117859	3	173,250 BODY ONLY
ELGIN	BROOM BEAR 1113136	3	145,375 BODY ONLY
ELGIN	1113137 BROOM BEAR CNG	3	145,375 BODY ONLY
PLEASE SEE ATTACHED PRICING SHEETS			

Attachments/Accessories: 3 % *SEE ATTACHED*
 Options: 3 % Installation Charge: \$ 115.00 Hourly Labor Rate: \$ 115.00
 Multiple Unit discount: 1 % (In addition to the equipment discount) based on 3 Units purchased
 OEM Repair Parts: 3 % After Market Parts: _____ % Financing of Lease Purchase interest rate: _____ % *CURRENT RATES*
 Extended Warranty offered? Yes No If yes, please attach information for the extended warranty purchase. Discount offered 3 %

Vendors, please explain your ordering process in an attached document and any promotional events that might provide for a discount off the price listed.



MECHANICAL
CHASSIS MOUNT

MODEL: 4M EAGLE
EFFECTIVE DATE: 10/03/2016
SUPERCEDES ALL PREVIOUS PRICE LISTS
DEALER PRICE LIST (U.S. DOLLARS)
REV #1 12/9/2016

Purchase Order #
Order Date:
Delivery Date Requirement If Any:

Ship To Address:
State Penalty Clause If Applicable:

QUANTITY	PART NUMBER	MODEL DESCRIPTION	2017 LIST PRICE	2017 EXTENDED
0	1117695	4M EAGLE - DUAL (M2) Hydraulically driven left and right side brooms and variable height, right side dumping, 4.5 cu. yd. hopper, sweeper is powder coated from powder coatings chart 2003/N with powder coated gray undercarriage and includes the standard features listed below.	\$167,250	\$0.00
0	1121718	4M EAGLE - DUAL (PETERBILT) Hydraulically driven left and right side brooms and variable height, right side dumping, 4.5 cu. yd. hopper, sweeper is powder coated from powder coatings chart 2003/N with powder coated gray undercarriage and includes the standard features listed below.	\$167,250	\$0.00
0	1122024	4M EAGLE - DUAL (AUTOCAR) Hydraulically driven left and right side brooms and variable height, right side dumping, 4.5 cu. yd. hopper, sweeper is powder coated from powder coatings chart 2003/N with powder coated gray undercarriage and includes the standard features listed below.	\$167,250	\$0.00
0	1122458	4M EAGLE - DUAL (IH) Hydraulically driven left and right side brooms and variable height, right side dumping, 4.5 cu. yd. hopper, sweeper is powder coated from powder coatings chart 2003/N with powder coated gray undercarriage and includes the standard features listed below.	\$167,250	\$0.00

167,250

CHASSIS				
0	1124667	2018 AUTOCAR XPRT DUAL STEER (LIMITED)	\$127,770	\$0.00
0	1107354	CANADIAN COMPLIANCE AND DAYTIME RUNNING LIGHTS FOR AUTOCAR CHASSIS	\$725	\$0.00
0	1124567	2018 M2 DUAL STEER (2013 EMISSIONS) (LIMITED)	\$101,465	\$0.00
0	1122276	2018 PETERBILT RIGHT HAND STEER (NON STOCKED CHASSIS) SINGLE SPEED REAR AXLE	\$109,990	\$0.00
0	1122277	2018 PETERBILT DUAL STEER (NON STOCKED CHASSIS) SINGLE SPEED REAR AXLE	\$126,875	\$0.00
0	1124539	2018 IH DUAL STEER	\$102,890	\$0.00

127,750

CHASSIS MOUNTING CHARGE				
0	1116594	M2 - CHASSIS ALTERATIONS	\$2,135	\$0.00
0	1121973	AUTOCAR - CHASSIS ALTERATIONS	\$2,135	\$0.00
0	1122411	IH - CHASSIS ALTERATIONS	\$2,135	\$0.00
0	1120762	PETERBILT - CHASSIS ALTERATIONS	\$2,135	\$0.00
0	SPECIAL	CUSTOMER SUPPLIED CHASSIS ALTERATIONS	CONTACT INSIDE SALES	\$0.00
0	CSC-HANDLING	CUSTOMER SUPPLIED HANDLING CHARGE	\$2,845	\$0.00

2135

NOTE: Customer Supplied Cassis Requires Both The Chassis Alterations and the Handling Charge

1		PAINT CAB STANDARD WHITE	N/C	\$0.00
1	4820001	PAINT SWEEPER STANDARD WHITE	N/C	\$0.00

NOTE: A BODY includes the cost of Elgin standard white finish paint. It does not however, include the price of the chassis

NOTE: The chassis being supplied by a customer or dealer must comply completely with all Elgin requirements or the chassis will be modified at dealer's expense.

NOTE: For cost of sweeper mounted on any other chassis, consult factory

NOTE: One year warranty on all Elgin supplied parts and labor. Consult your Elgin dealer for full warranty details.



MODEL: 4M EAGLE
 EFFECTIVE DATE: 10/03/2016
 SUPERCEDES ALL PREVIOUS PRICE LISTS
 DEALER PRICE LIST (U.S. DOLLARS)
 REV #1 12/9/2016

STANDARD FEATURES

Aux-engine;
 Two-stage dry type with restriction indicator (at engine) and precleaner
 Broom side, in-cab reversable, 46" steel vertical digger 5 segment
 Broom side, pneumatic floating suspension, pneumatic deploy
 Broom, main, 34" diameter, 60" wide prefab disposable
 Camera, Rear with in-cab monitor
 Conveyor, cleated belt, adjustable height
 Conveyor flush out system
 Conveyor raise in reverse
 Conveyor stall alarm
 Dirt shoes, rubber
 Electric backup alarm
 Engine, sweeper, diesel, tier 4 FINAL, 74 HP
 Hopper inspection door
 Hopper, 4.5 cu yd with window and skylight
 Hopper up visual/audible indicator
 Hopper, variable high dump, 36" - 10'
 Hopper lift, dual scissors, 10,000 lbs
 Hose, hydrant fill, 16.8" (5080 mm) with strainer and coupling

Hydraulic oil level gauge
 and in-cab level light
 Lights, automatic backup
 Lights, combination tail/stop, separate amber signal
 Lights, flood light, one per broom left, right and main broom (3)
 Manuals, operator and parts
 Rear broom cover and anti-carryover wrap
 Rear broom spray bar
 Reflectors, set of 2
 Sweep resume / raise in reverse
 Tactile controls for all sweep functions
 Tool storage
 Water fill, anti-siphon
 Water level indicator in-cab
 Water Pump, electric diaphragm
 Water tank, molded polyethylene, 360 gallon total
 nominal capacity

QUANTITY	PART NUMBER	MODEL DESCRIPTION	2017 LIST PRICE	2017 EXTENDED
-----ALARMS-----				
0	1104970	HOPPER UP CONSTANT ALARM	\$360.00	\$0.00
0	1101528	LATCHING ELEVATOR REVERSE AND ALARM	\$390.00	\$0.00
0	1112644	ECCO SA940 SMART ALARM (ILO of STD)	\$275.00	\$0.00
1	1104705	HOPPER FULL INDICATOR	\$780.00	\$780.00
-----AUTO LUBE-----				
0	1101559	AUTO LUBE-SWEEPER (DUAL)	\$4,885.00	\$0.00
0	1101560	AUTOLUBE - SWEEPER & TRUCK	\$7,110.00	\$0.00
-----AUTO SHUTDOWN-----				
1	1101380	HIGH TEMPERATURE HYDRAULIC OIL - SHUTDOWN	175.00	\$0.00
1	1102798	HYDRAULIC LEVEL SHUTDOWN	175.00	\$0.00
-----BROOMS-----				
0	1058158	STRIP MAINBROOM (URB)	\$350.00	\$0.00
0	1077151	URB STRIP MAINBROOM W/CENTER SWEEP MANDREL	\$350.00	\$0.00
1	1116786	VARIABLE SPEED	\$2,265.00	\$2,265.00
0	1096091	DEDUCT MAINBROOM & CORE	\$435.00	\$0.00
0	1118836	MAINBROOM SPRING SUSPENSION (NOT COMPATIBLE WITH HYDRAULIC CONTROL SIDEBROOMS)	N/C	\$0.00
0	1118869	HYDRAULIC CONTROL SIDEBROOMS (COMPATIBLE WITH CONVENTIONAL CHASSIS ONLY)	N/C	\$0.00
0	SPECIAL	HYDRAULIC CONTROL SIDEBROOMS (COMPATIBLE WITH CABOVER CHASSIS ONLY)	N/C	\$0.00
0	1109605	EXTENDED REACH RIGHT HAND SIDEBROOM (AUTOCAR & PETERBILT CHASSIS)	\$1,360.00	\$0.00
0	1105519	EXTENDED REACH RIGHT AND LEFT HAND SIDEBROOMS (AUTOCAR & PETERBILT CHASSIS)	\$1,910.00	\$0.00
0	1120381	EXTENDED REACH RIGHT HAND SIDEBROOM (M2 & IH CHASSIS)	\$1,360.00	\$0.00
0	1120782	EXTENDED REACH RIGHT AND LEFT HAND SIDEBROOMS (M2 & IH CHASSIS)	\$1,910.00	\$0.00
-----CONVEYOR/ELEVATOR-----				
1	1106049	HEAVY DUTY LOWER ROLLER	\$1,010.00	\$0.00
0	1118107	HIGH SPEED CONVEYOR MOTOR	\$460.00	\$0.00
0	1120662	SQUEEGEE CONVEYOR (ILO STANDARD RUBBER BELT)	N/C	\$0.00
-----DECALS-----				
0	1102783	RED LOGO/SWOOSH-EAGLE	N/C	\$0.00
0	1102784	WHITE LOGO/SWOOSH - EAGLE	N/C	\$0.00
0	1122829	SHIP DECALS AND SWOOSH LOOSE IN HOPPER	N/C	\$0.00

180

175
175

2265

1010



MODEL: 4M EAGLE
 EFFECTIVE DATE: 10/03/2016
 SUPERCEDES ALL PREVIOUS PRICE LISTS
 DEALER PRICE LIST (U.S. DOLLARS)
 REV #1 12/9/2016

QUANTITY	PART NUMBER	MODEL DESCRIPTION	2017 LIST PRICE	2017 EXTENDED
-----GAUGES-----				
0	1101379	BROOM HOUR METERS	\$375.00	\$0.00
0	1111656	HYDRAULIC OIL TEMPERATURE DISPLAY (IN CAB)	\$300.00	\$0.00
1	1119940	IN-CAB AUXILIARY ENGINE AIR RESTRICTION GAUGE	\$765.00	\$0.00
-----HOPPER-----				
0	1120240	HOPPER INTERIOR LED LIGHT	\$810.00	\$0.00
0	1101951	STAINLESS STEEL HOPPER	\$9,095.00	\$0.00
0	1115491	EXTENDED HOPPER CHUTE	\$990.00	\$0.00
-----EXTRA MANUALS-----				
1	0701682	EAGLE OPERATORS MANUAL	\$65.00	\$0.00
1	0702462	EAGLE SERVICE MANUAL	\$100.00	\$0.00
1	0702242	EAGLE PARTS BOOK	\$130.00	\$0.00
1	0704072	CUMMINS OPERATORS & MAINTENANCE MANUAL	\$135.00	\$0.00
1	0704073	CUMMINS TROUBLESHOOTING MANUAL	\$180.00	\$0.00
-----LIFE LINER SYSTEM-----				
1	1104503	LIFELINER HOPPER SYSTEM W/WARRANTY	\$4,550.00	\$0.00
0	1115546	LIFELINER HOPPER SYSTEM W/WARRANTY - LONG CHUTE	\$5,450.00	\$0.00
-----LIGHTS-----				
0	1103553	PACKAGE 1: SINGLE REAR/SINGLE HOPPER BEACON, LED WITH GUARD	\$1,950.00	\$0.00
0	1103533	PACKAGE 2: DUAL REAR/SINGLE HOPPER BEACON, LED WITH GUARD	\$2,865.00	\$0.00
1	1103536	PACKAGE 3: DUAL REAR/SINGLE HOPPER BEACON, LED WITH GUARD & LED ARROWSTICK	\$4,105.00	\$0.00
0	1104618	PACKAGE 4: SINGLE REAR/SINGLE HOPPER MOUNT AND GUARD W/O BEACONS	\$1,590.00	\$0.00
0	1104619	PACKAGE 5: DUAL REAR/SINGLE HOPPER MOUNT AND GUARD W/O BEACONS	\$1,975.00	\$0.00
1	1102735	LED STOP/TAIL/TURN/REAR ID/CLEARANCE LIGHTS	\$345.00	\$0.00
0	1102759	REAR MOUNTED LED ARROWSTICK	\$1,720.00	\$0.00
1	1102736	(2) REAR LOW MOUNTED OVAL AMBER LED FLASHERS	\$460.00	\$0.00
1	1103898	(2) REAR HIGH MOUNTED OVAL AMBER LED FLASHERS	\$570.00	\$0.00
0	1104481	ARROWBOARD - REAR	\$2,040.00	\$0.00
0	1114835	(3) LED WORK LIGHTS (1 EACH SIDE BROOM, 1 ON MAINBROOM)	\$600.00	\$0.00
1	1114837	(4) LED WORK LIGHTS (1 EACH SIDE BROOM, 2 ON MAINBROOM)	\$805.00	\$0.00
-----PM10-----				
0	1116589	PM10 COMPLIANT (RULE 1186)	\$3,095.00	\$0.00
-----SAFETY-----				
0	1101037	SLOW MOVING VEHICLE SIGN	\$155.00	\$0.00
0	1104991	REMOVE REAR CAMERA	N/C	\$0.00
0	SPECIAL	LEFT HAND SIDE CAMERA IN ADDITION TO STD REAR	\$530.00	\$0.00
0	9306848	TRIANGLE REFLECTIVE FLARES (3)	\$80.00	\$0.00
-----SWEEP COMPONENTS-----				
0	1116574	CARBIDE DIRT SHOES (ILO RUBBER)	\$830.00	\$0.00
0	1116575	RUBBER MOUNTED CARBIDE DRAG SHOES TWO-ROW (ILO RUBBER)	\$800.00	\$0.00
0	1100655	SIDEBROOM TILT - RIGHT	\$960.00	\$0.00
0	1100680	SIDEBROOM TILT - LEFT	\$960.00	\$0.00
1	1117070	SIDEBROOM TILT - RIGHT W/INDICATOR	\$1,020.00	\$0.00
0	1117071	SIDEBROOM TILT - LEFT W/INDICATOR	\$1,020.00	\$0.00
0	SPECIAL	SQUEEGEE CONVEYER (ILO CLEATED BELT)	N/C	\$0.00
-----SWEEPER ENGINE-----				
0	1120322	AUXILIARY ENGINE BATTERY DISCONNECT SWITCH	\$510.00	\$0.00
0	6053000	EXTRA KEY	\$45.00	\$0.00
0	1102752	SY-KLONE AUX ENGINE PRECLEANER	\$845.00	\$0.00
0	1119553	BLOCK HEATER	\$445.00	\$0.00

765

1000
9000

7550

4105

345
460
570

805

1020

90
645



MODEL: 4M EAGLE
 EFFECTIVE DATE: 10/03/2016
 SUPERCEDES ALL PREVIOUS PRICE LISTS
 DEALER PRICE LIST (U.S. DOLLARS)
 REV #1 12/9/2016

QUANTITY	PART NUMBER	MODEL DESCRIPTION	2017 LIST PRICE	2017 EXTENDED
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-----AUTOCAR XPERT CHASSIS OPTIONS-----

0	1107218	RAIN FLAPPER EXHAUST	\$395.00	\$0.00
0	1107220	2 BATTERIES, 31 ECL, 12V, 1900CCA	\$650.00	\$0.00
0	1107230	AUTO AIR DRAIN VALVE	\$950.00	\$0.00
0	1107232	BATTERY DISCONNECT	\$1,580.00	\$0.00
0	1107236	DUAL UNDERCAB AIR HORN	\$1,340.00	\$0.00
0	1107238	ISRI HT914 HIGH BACK, AIR RIDE, RH	\$2,100.00	\$0.00
0	1107239	ISRI HT914 HIGH BACK, AIR RIDE, LH	\$2,100.00	\$0.00
1	1107243	IN CAB AIR RESTRICTOR	\$545.00	\$0.00
1	1107244	DAYTIME RUNNING LIGHTS FOR US ONLY	\$530.00	\$0.00
0	1107245	PAINT OUTSIDE CAB	\$8,045.00	\$0.00
0	1107247	PAINT WHEEL RIMS	\$1,180.00	\$0.00
0	1108945	AMFM RADIO WITH CD	\$900.00	\$0.00
2	1109244	EXTRA KEY	\$115.00 (2)	\$0.00
0	SPECIAL	SPARE TIRE / WHEEL	\$1,330.00	\$0.00
0	SPECIAL	VANDALL PROTECTION PACKAGE	\$215.00	\$0.00
0	1120374	2 1/2 LB. FIRE EXTINGUISHER	\$215.00	\$0.00
1	1120375	5 LB. FIRE EXTINGUISHER	\$745.00	\$0.00
1	1116212	2014 AUTOCAR SERVICE MANUAL 2010 EMISSIONS- CD	\$665.00	\$0.00

545
530
230
245
665

-----WARRANTY-----

0	EW-ME-NA-2PL	EAGLE 2 ND YEAR PARTS/LABOR	\$2,705.00	\$0.00
1	EW-ME-NA-3PL	EAGLE 3 RD YEAR PARTS/LABOR	\$5,100.00	\$0.00
0	EW-ME-NA-4PL	EAGLE 4 TH YEAR PARTS/LABOR	\$7,250.00	\$0.00
0	EW-ME-NA-5PL	EAGLE 5 TH YEAR PARTS/LABOR	\$9,290.00	\$0.00

5100

-----FREIGHT RATES-----

0	FRT-111-001	SELF SHIPPING DOCK CHARGE	\$595.00	\$0.00
0	FRT-111-002	FREIGHT-IL, WI, IA, IN, MI, MN, KY	\$1,310.00	\$0.00
0	FRT-111-003	FREIGHT-TN, WV, PA, NY	\$2,850.00	\$0.00
0	FRT-111-004	FREIGHT-NH, VT, ME	\$3,595.00	\$0.00
0	FRT-111-005	FREIGHT-NEW YORK CITY	\$4,110.00	\$0.00
1	FRT-111-006	FREIGHT-ND, SD, NE, OK, KS, AR, AL, MO	\$2,715.00	\$0.00
0	FRT-111-007	FREIGHT-AZ, UT	\$5,445.00	\$0.00
0	FRT-111-008	FREIGHT-CA, NV, ID, OR, WA	\$8,355.00	\$0.00
0	FRT-111-009	FREIGHT-CHICAGO/MILWAUKEE	\$900.00	\$0.00
0	FRT-111-010	FREIGHT-FL, LA, TX, NM, CO, WY, MT	\$4,145.00	\$0.00
0	FRT-111-011	FREIGHT-OH, ST. LOUIS METRO	\$1,530.00	\$0.00
0	FRT-111-012	FREIGHT-MS, GA, SC, NC, VA, MD	\$3,130.00	\$0.00
0	FRT-111-013	FREIGHT - RI, DE, CT, NJ, MA	\$2,740.00	\$0.00
0	FRT-111-014	FREIGHT - LAREDO, TX	\$8,700.00	\$0.00
0	FRT-111-015	SPECIALIZED TRANSPORT EQUIPMENT	\$1,030.00	\$0.00

2715

SUB TOTAL \$0.00

325,115.00

-----DISCOUNTS-----

0	DISC-111-ADDL	ADDITIONAL DISCOUNT	\$0.00	\$0.00
0	DISC-111-PROMO	PROMO DISCOUNT	\$0.00	\$0.00

SPECIAL RFQ OPTIONS / OTHER DESCRIPTIONS

GRAND TOTAL \$0.00

\$325,115.00

City Commission Meeting

9.2.

Meeting Date: 08/15/2017

Submitted By: Kristin Martin, Executive Assistant

SUBJECT:

AWARD AND EXECUTE THE PURCHASE OF A NEW FORD F-650 CAB AND CHASSIS FOR THE ENID WOODRING REGIONAL AIRPORT FROM BOB MOORE FORD LLC, OKLAHOMA CITY, OKLAHOMA, IN THE AMOUNT OF \$50,808.00.

BACKGROUND:

This is a companion item to 8.2. The International Jet-A truck we use at the Enid Woodring Regional Airport is now 36 years old and has become unreliable. During the past several years we have had issues with it not starting at all or sometimes it dies while refueling airplanes. On the last maintenance visit we were told the truck is worn out and needs to be replaced. Since the fueling system still operates well, we have decided to purchase a new cab and chassis and install the existing tank and pumping system onto it. This would cost approximately \$100,000.00 less than the purchase price of a new fuel truck. We have identified a 2018 Ford F-650 from Bob Moore Ford on the Oklahoma State Purchasing Contract SW035. The fueling system will fix on this chassis. Cost for the truck is \$50,808.00.

RECOMMENDATION:

Approve purchase in the amount of \$50,808.00.

PRESENTER:

Caleb Arthur, Operations Manager

Attachments

State Contract Proposal

BOB MOORE FORD LLC
8948 S I-35 SERVICE ROAD
OKLAHOMA CITY, OK 73149

PHONE: 405-246-2356
 FAX: 405-246-2320

Proposal State Contract SW035

Date 8/2/2017

Category#

Item # 100009354
Description: F650 Medium Duty 25,500 GVW

Order	X
Stock	

Customer

Caleb Arthur
Enid Woodring Regional Airport

Phone: 580-616-7387

E-mail: carthur@enid.org

Contract Base Price			F6D			\$57,993	\$57,993
Contract Optional Items			Code			\$0	\$0
GAS 6.8L V10 Gasoline			V10			-\$5,800	-\$5,800
Clear CA 108"			108"			\$325	\$325
Delete Air Brakes			(AB)			-\$1,600	-\$1,600
Highway Tread Tire Rear			RCT			-\$110	-\$110
						\$0	\$0
						\$0	\$0
Options not listed			Code		MSRP	5% discount	\$0
					\$0	\$0	\$0
					\$0	\$0	\$0
					\$0	\$0	\$0
					\$0	\$0	\$0
FOB: your location							\$50,808
Thank You							
Robert Wilson							

Item # 100009354

Dealer Name: Bob Moore Ford

Medium Duty, 25,500 #
Truck

Make Bidding: Ford

Model Bidding: F650

Model Code: F6D

Can this Vehicle come ALT Fuel Equipped?? YES/NO: Yes

Body & Chassis	Standard Minimum Specifications	
GVWR	25,500	Comply
Curb Weight/Payload	Mfg. Std. List Size	10468 / 14800
Chassis CA	84" CA, Clear Frame Rail	Comply
Style, Cab/Tilt Hood	Tilt Hood	Comply
Axle, Min Front Rating/lb/seals	8000 lbs w/ springs	Comply
Axle, Min Rear Rating/lb/spd/seals	17,500 lbs, Oil	Comply
Suspension, Front/Rear, lb	8,000/17,500	Comply
Frame, RBM, Min, in-lb	80,000 PSI	Comply
Cab Mount	Air Ride Cab	N/A
Engine		
Engine Type	Diesel Turbocharged, Wet Sleeve Type, Parent Bore. - List Type	Parent Bore V8 6.7L
Engine Cyl/GHP/Gross Torque, Min	Inline 6 Cyl/210 HP/520 Torque	6.7L V8 270 HP 675 lb-ft Torque
Electronic Shutdown	High Water Temp/Low Oil Press	Comply
Governor	Electronic Control PTO Provision	Comply
Air Cleaner System	List Capacity	std HD air cleaner
Transmission		
Trans, Type/Speeds, Min.	Allison 2500 RDS 5 Speed	Ford HD 6-speed Automatic
PTO	Rt. Side 6 bolt	Side 6 Bolt LH
Electrical		
Alternator/Rating CapMin (amps)	12 Volt/ 130 Amp	200 Amp STD
Battery, CCA @ 0 deg F/Reserve	Two/1500 CCA	Comply
Disconnect Switch	Battery Disconnect Switch	Comply
Jump Start Stud	Mounted Outside Battery Box	Comply
Radio Wiring Harness	Two Way Radio Wiring Harness in Headler Console	N/A
Header Console		N/A
Body Builder wiring/Rear of frame		Comply
Block Heater Min.	1000 Watt	750 Watt
Fuel		
Fuel Capacity, (gal) Min	45 Gallon minimum	50 Gallon
Fuel Filters	Primary & Fuel Water Separator, Heated	Comply
Exterior		
Paint	Cab-White Base Coat Clear Coat, Frame/Running Gear-Black	Comply
Exhaust, Type	Horizontal	Comply
Horn	Dual Electric	Single Electric
Mirrors	Power Mirrors, Heated, Right and Left	Comply
Grill	Chrome Grill Mount Bug Screen	N/A
Courtesy Lights	Mounted Below Each Door	Comply
Handles	Grab Handles Both Sides	Comply
Doors & Windows		
Doors	2 Doors	Comply
Door Locks	1 Keyed Doors	Power Door Locks
Windows	Roll Up Windows	Power Windows
Keys	3 Additional Keys	Comply
Floor		
Floor Covering	Vinyl/Rubber	Comply
Interior		
Air Conditioning and Heater	Front AC Req.	Comply
Radio	AM/FM	Comply
Hand Throttle	Electronic	Comply
Gauges	All W/ Tach & Hour Meter List	Comply
Power Supply	12 Volt Power Supply in Cab	Comply
Seats		
Seating Capacity min.	Two (2) Air Suspension- Driver & Passenger	Comply
Safety		
Brakes	Air Brakes W/ 12 cu ft. Compressor W/ Air Dryer, Air Horn & Drain Valve w/ Battery Disconnect Switch	Comply
Alarm	Back-Up Alarm	Comply
Restraint System All Pass	Req.	Comply
Tires & Wheels		
Wheels, Type	Disc	Comply
Tires, Tubeless, Size/Tread Front	11R/22.5/14 Ply/ Load G	Comply
Tires, Tubeless, Size/Tread Rear	11R/22.5/14 Ply/ Load G, Mud/Snow Tread	Comply
Warranty		
2 Yr/Unlimited Mile Warranty	Includes Towing for Warrantable Failure	Comply plus 5 yr / 250,000 mile powertrain
PURCHASE PRICE:		\$57,993.00

City Commission Meeting

9.3.

Meeting Date: 08/15/2017

Submitted By: Korina Crawford, Executive Assistant

SUBJECT:

EXECUTE EMPLOYMENT AGREEMENT WITH JUDGE JAMES F. LONG AND JUDGE LINDA MCKNIGHT PICKENS.

BACKGROUND:

The City Commission met on September 20, 2016 and approved a new two-year contract for the Municipal Judges. These agreements are ready for execution.

RECOMMENDATION:

Execute employment agreement for Judge James F. Long and Judge Linda McKnight Pickens.

PRESENTER:

Carol Lahman, Interim City Attorney

Attachments

Judge Long Contract

Judge Pickens Contract

**EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF ENID AND JAMES F. LONG**

This Employment Agreement is made and entered into by and between the City of Enid, an Oklahoma Municipal Corporation, hereinafter referred to as the "City," and James F. Long, hereinafter referred to as "Long."

WITNESSETH

WHEREAS, the City desires to continue the employment of Long as Municipal Judge of the Municipal Criminal Court Not of Record for the City of Enid, Oklahoma; and,

WHEREAS, Long desires to continue to serve as Municipal Judge for such Court;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions herein stated and in consideration of the mutual benefits which will accrue to each of the parties hereto, the receipt and sufficiency of which considerations are hereby acknowledged by the parties, it is agreed by and between the parties as follows:

1. Employment. The City hereby contracts with, engages and hires Long. Long accepts such employment.
2. Scope of Duties. During the term of employment, Long shall serve as the Presiding Municipal Judge for the Municipal Criminal Court Not of Record for the City of Enid, Oklahoma. This position is a Part Time, Management/Confidential position and such duties will be rendered at 401 W. Owen K. Garriott Road, Enid, Oklahoma, and at such other places as the City shall require.
3. Term of Employment. The term of this Agreement shall be from September 20, 2016, until September 20, 2018, unless removed by a vote of a majority of all members of the Mayor and Board of Commissioners for cause as is provided for by law for the removal of public officers pursuant to 22 O.S. §1181.
4. Best Efforts. Long hereby agrees that he will, at all times, faithfully, diligently and to the best of his ability, experience and talents, perform all the duties that may be required of him as a Municipal Judge.
5. Compensation and Benefits. The City shall pay to Long and Long shall accept from the City the gross amount of fifty-eight thousand two hundred eight nine and ninety-two cents (\$58,289.92) per annum, less applicable payroll deductions, to be paid in equal bi-weekly installments. Additionally, Long shall receive the following benefits during the term of his employment:

- A. Any cost of living increase given to the non-union City work force effective after the date this agreement is executed.
 - B. One (1) continuing education seminar during each fiscal year that this Agreement is in full force and effect. The total expenses shall not exceed one thousand two hundred and fifty dollars (\$1,250.00)
 - C. Worker's Compensation coverage as provided to other Management/Confidential employees of the City.
 - D. Professional dues in the Oklahoma Bar Association and the Garfield County Bar Association.
 - E. Evaluation and Review. From time to time, Long' duties and performance shall be reviewed and evaluated by the Mayor and Board of Commissioners. In the event of an increase in Long' scope and duties, the City, in its sole discretion, may make any necessary adjustments to compensation as it sees fit.
 - F. Eligible to purchase benefits under the City's flexible benefits program. Should Long desire to purchase benefits, he will be responsible for the full cost and may elect to have the premiums deducted from his paycheck.
 - G. Eligible to purchase health and/or dental insurance. Should Long desire insurance, he will be responsible for the full cost and may elect to have the premium deducted from his paycheck.
6. Applicability of City Charter and Other Policies and Procedures. All provisions of the City Charter, Personnel Manual, and any other regulations or rules of the City relating to employee benefits and working conditions as now exist or hereinafter may be amended shall also apply to Long as they would to other Management/Confidential employees of the City except where they are in direct conflict with the express provisions of this agreement, in which case, this Agreement shall prevail.
7. Indemnification. The City shall indemnify Long from all acts taken by him while acting within the course and scope of his employment, pursuant to the Oklahoma Governmental Tort Claims Act.
8. Qualification and Code of Ethics. Long shall, at all times during the term of this Agreement, be a member in good standing of the Oklahoma Bar Association. Long shall also comply with and be bound by all rules and codes which regulate the conduct of attorneys and judges in this state, including, but not limited to, the Oklahoma Rules of Professional Conduct, the Oklahoma Code of Judicial Conduct, and the Oklahoma Bar Association Standards of Professionalism.
9. Non-Discrimination. The parties hereto do hereby covenant and agree that no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this Agreement on the ground of race, color, age, sex, handicap, or national origin; and that, in carrying out the terms and conditions of this Agreement, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or nation origin.

10. Compliance with Laws. Long agrees to conduct himself under the terms of this Agreement in such a manner that does not violate any federal, state, or local laws, or regulations applicable to his duties under the terms of this Agreement.
11. Interpretation of Law. This Agreement shall be deemed to have been made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma.
12. Jurisdiction. Any action or proceeding initiated to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties in the courts of the State of Oklahoma, County of Garfield.
13. Assignment. This contract is for services which are considered unique. Neither party shall assign this Agreement or any interest herein. Any attempted assignment or subcontracting shall be null and void.
14. Construction. Captions and other headings contained in this Agreement are for reference and identification purposes only and in no way alter, modify, amend, limit, or restrict the contractual obligations of the parties hereto.
15. Integration and Amendments. This Agreement constitutes the entire agreement between the parties and may not be amended, altered, modified, or changed in any way except in writing signed by all parties to this Agreement and which specifically references this Agreement. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this contract. No course of dealings involving the parties hereto and no usage of trade shall be relevant or admissible to interpret, supplement, explain, or in any way vary any of the terms expressly set forth in this Agreement. Any amendment to this Agreement shall be attached to this Agreement and all the terms in this Agreement not addressed in the amendment shall remain in full force and effect.
16. Severability. All agreements and covenants contained herein are severable, and in the event one of them shall be held to be invalid by any competent Court, this Agreement shall be interpreted as if such invalid agreement or covenant were not contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year last listed below.

Date Signed: _____

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

William E. Shewey, Mayor

(SEAL)

ATTEST:

Alissa Lack

Date Signed: _____

"Long"
James F. Long,
an Individual

James F. Long

Approved as to form and legality:

Carol Lahman, Interim City Attorney

**EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF ENID AND LINDA
McKNIGHT PICKENS**

This Employment Agreement is made and entered into by and between the City of Enid, an Oklahoma Municipal Corporation, hereinafter referred to as the "City," and Linda McKnight Pickens, hereinafter referred to as "Pickens."

WITNESSETH

WHEREAS, the City desires to continue the employment of Pickens as Municipal Judge of the Municipal Criminal Court Not of Record for the City of Enid, Oklahoma; and,

WHEREAS, Pickens desires to continue to serve as Municipal Judge for such Court;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions herein stated and in consideration of the mutual benefits which will accrue to each of the parties hereto, the receipt and sufficiency of which considerations are hereby acknowledged by the parties, it is agreed by and between the parties as follows:

1. Employment. The City hereby contracts with, engages and hires Pickens. Pickens accepts such employment.
2. Scope of Duties. During the term of employment, Pickens shall serve as the Associate Municipal Judge for the Municipal Criminal Court Not of Record for the City of Enid, Oklahoma. This position is a Part Time, Management/Confidential position and such duties will be rendered at 401 W. Owen K. Garriott Road, Enid, Oklahoma, and at such other places as the City shall require.
3. Term of Employment. The term of this Agreement shall be from September 20, 2016, until September 20, 2018, unless removed by a vote of a majority of all members of the Mayor and Board of Commissioners for cause as is provided for by law for the removal of public officers pursuant to 22 O.S. §1181.
4. Best Efforts. Pickens hereby agrees that she will, at all times, faithfully, diligently and to the best of her ability, experience and talents, perform all the duties that may be required of her as a Municipal Judge.
5. Compensation and Benefits. The City shall pay to Pickens and Pickens shall accept from the City the gross amount of forty-seven thousand one hundred twenty-nine dollars and sixty-eight cents (\$47,129.68) per annum, less applicable payroll deductions, to be paid in equal bi-weekly installments. Additionally, Pickens shall receive the following benefits during the term of her employment:

- A. Any cost of living increase given to the non-union City work force effective after the date this agreement is executed.
 - B. One (1) continuing education seminar during each fiscal year that this Agreement is in full force and effect. The total expenses shall not exceed one thousand two hundred and fifty dollars (\$1,250.00)
 - C. Worker's Compensation coverage as provided to other Management/Confidential employees of the City.
 - D. Professional dues in the Oklahoma Bar Association and the Garfield County Bar Association.
 - E. Evaluation and Review. From time to time, Pickens' duties and performance shall be reviewed and evaluated by the Mayor and Board of Commissioners. In the event of an increase in Pickens' scope and duties, the City, in its sole discretion, may make any necessary adjustments to compensation as it sees fit.
 - F. Eligible to purchase benefits under the City's flexible benefits program. Should Pickens desire to purchase benefits, she will be responsible for the full cost and may elect to have the premiums deducted from her paycheck.
 - G. Eligible to purchase health and/or dental insurance. Should Pickens desire insurance, she will be responsible for the full cost and may elect to have the premium deducted from her paycheck.
6. Applicability of City Charter and Other Policies and Procedures. All provisions of the City Charter, Personnel Manual, and any other regulations or rules of the City relating to employee benefits and working conditions as now exist or hereinafter may be amended shall also apply to Pickens as they would to other Management/Confidential employees of the City except where they are in direct conflict with the express provisions of this agreement, in which case, this Agreement shall prevail.
7. Indemnification. The City shall indemnify Pickens from all acts taken by her while acting within the course and scope of her employment, pursuant to the Oklahoma Governmental Tort Claims Act.
8. Qualification and Code of Ethics. Pickens shall, at all times during the term of this Agreement, be a member in good standing of the Oklahoma Bar Association. Pickens shall also comply with and be bound by all rules and codes which regulate the conduct of attorneys and judges in this state, including, but not limited to, the Oklahoma Rules of Professional Conduct, the Oklahoma Code of Judicial Conduct, and the Oklahoma Bar Association Standards of Professionalism.
9. Non-Discrimination. The parties hereto do hereby covenant and agree that no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this Agreement on the ground of race, color, age, sex, handicap, or national origin; and that, in carrying out the terms and conditions of this Agreement, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or nation origin.

10. Compliance with Laws. Pickens agrees to conduct herself under the terms of this Agreement in such a manner that does not violate any federal, state, or local laws, or regulations applicable to her duties under the terms of this Agreement.
11. Interpretation of Law. This Agreement shall be deemed to have been made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma.
12. Jurisdiction. Any action or proceeding initiated to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties in the courts of the State of Oklahoma, County of Garfield.
13. Assignment. This contract is for services which are considered unique. Neither party shall assign this Agreement or any interest herein. Any attempted assignment or subcontracting shall be null and void.
14. Construction. Captions and other headings contained in this Agreement are for reference and identification purposes only and in no way alter, modify, amend, limit, or restrict the contractual obligations of the parties hereto.
15. Integration and Amendments. This Agreement constitutes the entire agreement between the parties and may not be amended, altered, modified, or changed in any way except in writing signed by all parties to this Agreement and which specifically references this Agreement. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this contract. No course of dealings involving the parties hereto and no usage of trade shall be relevant or admissible to interpret, supplement, explain, or in any way vary any of the terms expressly set forth in this Agreement. Any amendment to this Agreement shall be attached to this Agreement and all the terms in this Agreement not addressed in the amendment shall remain in full force and effect.
16. Severability. All agreements and covenants contained herein are severable, and in the event one of them shall be held to be invalid by any competent Court, this Agreement shall be interpreted as if such invalid agreement or covenant were not contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year last listed below.

Date Signed: _____

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

William E. Shewey, Mayor

(SEAL)

ATTEST:

Alissa Lack

Date Signed: _____

"Pickens"
Linda McKnight Pickens,
an Individual

Linda McKnight Pickens

Approved as to form and legality:

Carol Lahman, Interim City Attorney

City Commission Meeting

9.4.

Meeting Date: 08/15/2017

Submitted By: Korina Crawford, Executive Assistant

SUBJECT:

APPROVE AND EXECUTE CONTRACT FOR PUBLIC SERVICES BETWEEN THE CITY OF ENID AND MAIN STREET ENID, INC.

BACKGROUND:

This is the yearly contract for Public Services between the City of Enid and Main Street Enid, Inc. This contract shall be effective from the 1st day of July, 2017 through the 30th day of June, 2018. The City and Main Street agree that Main Street will be compensated in the amount of \$75,000.00.

RECOMMENDATION:

Approve and execute contract.

PRESENTER:

Carol Lahman, Interim City Attorney

Fiscal Impact

Budgeted Y/N: Y

Amount: \$75,000.00

Funding Source:

General Fund

Attachments

Main Street Enid, Inc. Contract

**CONTRACT FOR PUBLIC SERVICES
BETWEEN THE CITY OF ENID AND
MAIN STREET ENID, INC.**

THIS CONTRACT is made and entered into by and between the City of Enid, Oklahoma, an Oklahoma Municipal Corporation, hereinafter called "City," and Main Street Enid, Inc., an Oklahoma Non-Profit Corporation, hereinafter called "Main Street."

WHEREAS, Main Street was established in 1994 with the mission of promoting the quality of life in Enid by strengthening downtown as the center of the community; and,

WHEREAS, Main Street has the specific goal of revitalizing the central business district using the Main Street 4-Point Approach. Main Street seeks to improve the economic appeal of downtown by strengthening existing assets and encouraging the redevelopment of vacant and underutilized space for retail, profession, entertainment and cultural uses; and,

WHEREAS, in accordance with Okla. Const. Art. 10, §§ 14 and 17, the Mayor and Board of Commissioners of the City of Enid, Oklahoma, find that Main Street serves a proper public purpose.

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

1. Engagement of Main Street. The City hereby engages Main Street for Main Street to perform certain public services for the benefit of the residents of the City of Enid. Main Street accepts such engagement pursuant to the terms and conditions set forth herein.
2. Scope of Engagement. The purpose of this contract is for Main Street to coordinate and/or provide community services to the residents of the City of Enid. Main Street shall use its good faith and best efforts to fulfill the following work, goals, and priorities. Such scope of work shall include the following:
 - a. Continue using the Main Street 4-Point Approach to promote the quality of life in Enid. Main Street's activities will include:
 - 1) Promotion. Main Street will continue the promotion of the downtown area by creating a positive image to attract shoppers, investors and visitors to downtown and by developing well-planned promotional and special events to create community excitement and involvement
 - 2) Design. Main Street will continue the design of the downtown area to enhance the visual quality of the area

8. Independent Contractor Status of Main Street. Main Street is a separate, legal entity from the City and the parties make this contract accordingly. All persons working for Main Street under this contract shall be employees of Main Street and shall not be considered employees of the City. The hiring, discharge, supervision, and management of the employees of Main Street who provide services under this contract, including, but not limited to, the determination from time to time of the qualifications of such Main Street employees who are required to perform the duties of Main Street, and the establishment, revision, and administration of wage scales, rates of compensation, conditions of employment, and job and position descriptions with respect to all such employees of Main Street hereunder shall be within the sole direction of Main Street.
9. Non-Discrimination. The parties covenant (1) that no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this contract on the ground of race, color, age, sex, handicap, or national origin; and (2) that, in carrying out the terms and conditions of this contract, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or national origin.
10. Default. Under this contract, default occurs when either party fails to keep, observe, or perform any material agreement, term, or provision of this contract to be kept, observed, or performed by it and such conduct continues for a period of thirty (30) days after written notice thereof by the other party.
11. Termination, Remedies Upon Default.
 - a. Upon default and in addition to any other remedies available to it on account of such event of default, either party may terminate this contract without further notice.
 - b. A default by Main Street shall result in the requirement to return funds to the City and/or disqualification from future funding.
 - c. No right or remedy herein conferred upon or reserved to either of the parties is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative to any other right or remedy given hereunder or now or hereafter legally existing upon default. The failure of either party to insist upon the strict observance or performance of any of the provisions of this contract or to exercise any right or remedy provided in this contract shall not impair any such right or remedy nor be construed as a waiver or relinquishment thereof with respect to subsequent defaults. Every right and remedy given by this contract to the parties may be exercised from time to time and as often as may be deemed expedient by the parties.

12. Interpretation of Law. This contract shall be deemed to have been made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma.
13. Venue. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this contract may be brought against any of the parties in the courts of the State of Oklahoma, County of Garfield.
14. Notices. Whenever notice is required to be given in writing, such notice shall be hand-delivered or mailed by certified mail, return receipt requested, and directed to the respective parties at the following addresses:

CITY: City Attorney
P.O. Box 1768
Enid, OK 73702

MAIN STREET: Main Street Enid, Inc.
P.O. Box 3001
Enid, Ok 73702

or at such other address as a party shall specify by like notice to the other party hereto. Notices shall be effective on the date of delivery.

15. Assignment. Neither party shall assign this contract or any interest herein without the express, written consent of the other party.
16. Indemnification and Hold Harmless. Main Street shall defend, indemnify and hold harmless the City and any and all officers, agents and employees of the City, against all damages, including but not limited to, any loss, liability, expense, suit, or claim for injury to persons or damages to property arising out of the activities of Main Street, its employees and agents under or in connection with this contract, whether or not any act or omission complained of is authorized, allowed or prohibited by Main Street and all reasonable expenses together with all damages and penalties thereto. Expenses shall include, without limitation, all out-of-pocket expenses, attorney's fees, witness fees, and discovery costs.
17. Construction. Captions and other headings contained in this contract are for reference and identification purposes only and do not alter, modify, amend, limit, or restrict the contractual obligations of the parties.
18. Binding Effect. This contract binds the parties and any successors and assigns of the parties.
19. Integration and Amendments. This contract constitutes the entire agreement between the parties and may not be amended, altered, modified or changed in any way except in writing signed by all parties to this contract and which specifically references this

contract. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this contract. No course of dealings involving the parties hereto and no usage of trade shall be relevant or admissible to interpret, supplement, explain or in any way vary any of the terms expressly set forth in this Agreement. Any amendment to this contract shall be attached to this contract and all of the terms in this contract not addressed in the amendment shall remain in full force and effect.

20. Severability. If any one or more of the sections, sentences, clauses, or parts be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this contract.
21. Counterparts. This contract may be executed in any number of counterparts, and when each party has signed and delivered to the other at least one (1) such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one (1) agreement; provided, however, this contract shall not be binding upon the parties hereto until signed by all of the parties.
22. Third Party Beneficiaries. Nothing in this contract, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Agreement, except as provided expressly herein.
23. Identity Theft Prevention. Main Street, for itself, successors, assigns, and subcontractors agree to familiarize themselves with 16 CFR § 681, Identity Theft Rules and 24 Okla. Stat. § 161 et seq., the Security Breach Notification Act. Main Street agrees to meet or exceed the guidelines set out in those laws, including, but not limited to, its policies and procedures regarding training of personnel, use of any personal information obtained, and reporting of “Red Flag” events.
24. Employment Verification. The City requires all contractors to verify that employees working pursuant to contracts with the City of Enid are legally authorized to work in the United States. Main Street agrees to verify and document the employment eligibility of all employees who may perform services pursuant to this contract. Main Street also agrees to require all subcontractors who perform services under this contract to verify and document the employment eligibility of all employees who may perform services pursuant to this contract.
25. Governmental Tort Claims Act. By entering into this contract, City and its “employees,” as defined by the Governmental Tort Claims Act, 51 Okla. Stat. § 151 et seq., do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this contract modifies and/or waives any provision of the Local Government Tort Claims Act.

26. Bargaining. Both Parties have had the opportunity to seek independent legal counsel before entering into this contract. The language of this contract shall be construed simply, according to its fair meaning, and not strictly for or against either party.

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

Date Signed: _____

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

William E. Shewey, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

Approved as to form and legality:

Carol Lahman, Interim City Attorney

Date Signed: _____

"MAIN STREET"
Main Street Enid, Inc.
an Oklahoma Non-Profit Corporation

President of the Board

Printed Name

WITNESS:

Signature

Printed Name and Title

City Commission Meeting

9.5.

Meeting Date: 08/15/2017

Submitted By: Audrey Randall, Executive Assistant

SUBJECT:

ACCEPT THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) PERMIT TO CONSTRUCT A WATERLINE 200 BLOCK OF EAST MAPLE, PROJECT NO. W-1708A.

BACKGROUND:

ODEQ approved a permit to construct 650 linear feet of eight-inch PVC potable waterline to serve the 200 block of East Maple, City of Enid, Garfield County, Oklahoma. Upon acceptance of Permit No. WL000024170492 by the Commission, it will be recorded as a permanent record.

RECOMMENDATION:

Accept ODEQ Permit.

PRESENTER:

Robert Hitt, C.E. City Engineer

City Commission Meeting

9.6.

Meeting Date: 08/15/2017

Submitted By: Audrey Randall, Executive Assistant

SUBJECT:

ACCEPT THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) PERMIT TO CONSTRUCT RAW WATER COLLECTION LINES FOR THE CLEO SPRINGS WELL FIELD, PROJECT NO. W-1710A.

BACKGROUND:

ODEQ approved a permit to construct 2,654 linear feet of eight-inch PVC raw waterline and 5,348 linear feet of six-inch PVC raw water transmission line to serve wells CS-35, SC-36, and CS-37 of the City of Enid, Garfield County, Oklahoma. Upon acceptance of Permit No. WL000024170493 by the Commission, it will be recorded as a permanent record.

RECOMMENDATION:

Accept ODEQ Permit.

PRESENTER:

Robert Hitt, C.E. City Engineer

City Commission Meeting

9.7.

Meeting Date: 08/15/2017

Submitted By: Audrey Randall, Executive Assistant

SUBJECT:

ACCEPT THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) PERMIT TO CONSTRUCT A WATERLINE TO SERVICE COMMERCIAL PROPERTY FOR WARREN CAT, PROJECT NO. W-1713A.

BACKGROUND:

ODEQ approved a permit to construct 2,646 linear feet of two-inch PE waterline, 2,418 linear feet of eight-inch PVC waterline, and 222 linear feet of ten-inch HDPE waterline to provide potable water service to Warren Cat, City of Enid, Garfield County, Oklahoma. Upon acceptance of Permit No. WL000024170322 by the Commission, it will be recorded as a permanent record.

RECOMMENDATION:

Accept ODEQ Permit.

PRESENTER:

Robert Hitt, C.E., City Engineer

City Commission Meeting

9.8.

Meeting Date: 08/15/2017

Submitted By: Audrey Randall, Executive Assistant

SUBJECT:

EXECUTE AGREEMENT WITH THE UNITED STATES DEPARTMENT OF THE INTERIOR, GEOLOGICAL SURVEY (U.S.G.S.) FOR STREAM MONITORING, IN THE AMOUNT OF \$19,500.00.

BACKGROUND:

This is the annual renewal of an agreement with U.S.G.S. to participate with operating cost of a stream monitoring station and water-quality monitor on Skeleton Creek southeast of the City of Enid and downstream of the Koch Nitrogen Company Plant. The station provides information on stream conditions, including certain information used directly by the Koch Nitrogen Company Plant. The cost of operating the station is \$24,500.00 per year. U.S.G.S. provides \$5,000.00 but requires a local government match to keep the station operating. Koch Nitrogen receives the benefit of the monitoring station and advances the local share cost to the City. This item is presented to approve the agreement with U.S.G.S. to continue the stream monitoring station and authorize payment in the amount of \$19,500.00. This agreement covers the period from October 1, 2017, through June 30, 2018.

RECOMMENDATION:

Execute agreement in the amount of \$19,500.00.

PRESENTER:

Robert Hitt, PE, City Engineer

Fiscal Impact

Budgeted Y/N: Y
Amount: \$19,500.00
Funding Source:
General Fund

City Commission Meeting

9.9.

Meeting Date: 08/15/2017

Submitted By: Kristin Martin, Executive Assistant

SUBJECT:

EXECUTE A MUTUAL AID AGREEMENT FOR FIRE EMERGENCY SERVICES BETWEEN THE SECRETARY OF THE AIR FORCE AND THE CITY OF ENID, OKLAHOMA.

BACKGROUND:

The agreement augments the fire protection services provided by either party under the agreement 'fire protection' includes personal services and equipment required for fire prevention, the protection of life and property from fire, firefighting, and emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue incidents involving vehicular and water mishaps, and trench, building, and confined space extractions. Upon request by a representative of the City Fire Department, fire protection equipment and personnel of the 71 FTW Fire Department may be dispatched to any point within the area for which the City normally provides fire protection services as designated by the representatives of the City Fire Department. Upon request by a representative of the 71 FTW Fire Department, fire protection equipment and personnel of the City may be dispatched to any point within the jurisdiction of the 71 FTW as designated by the representative of the FTW Fire Department.

RECOMMENDATION:

Approve agreement.

PRESENTER:

William H. Gill IV, Assistant City Attorney

Attachments

Agreement

MUTUAL AID AGREEMENT FOR FIRE EMERGENCY SERVICES BETWEEN
THE SECRETARY OF THE AIR FORCE AND THE CITY OF ENID, OKLAHOMA

This Mutual Aid Agreement ("Agreement"), is made and entered into by and between the Secretary of the Air Force acting by and through the Commander 71 Flying Training Wing ("71 FTW") and the City of Enid, Oklahoma, an Oklahoma Municipal Corporation ("City"). Together, the Air Force and the City of Enid, Oklahoma are hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, each of the Parties hereto maintains equipment and personnel for the suppression of fires and the management of other emergency incidents occurring within areas under their respective jurisdictions; and,

WHEREAS, as set forth in 42 U.S.C. § 1856 the term 'fire protection' includes personal services and equipment required for fire prevention, the protection of life and property from fire, firefighting, and emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue incidents involving vehicular and water mishaps, and trench, building, and confined space extractions; and,

WHEREAS, as the Parties hereto desire to augment the fire protection capabilities available in their respective jurisdictions by entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements herein established, the Parties hereby agree as follows:

- a. The authority to enter into this Agreement is set forth in 42 U.S.C. § 1856a, and Title 15 United States Code Section 2210, the regulations implementing same as Title 44 Code of Federal Regulations Part 151 *Emergency Management and Assistance* and Air Force Instruction 32-2001, *Fire Emergency Services Program*, and 74 O. S. §1008.
- b. This Agreement will serve as the agreement between the Parties for securing to each mutual aid in fire protection services as defined above. The purpose of this Agreement is to provide the terms and conditions upon which mutual aid in fire protection services may be provided by the Parties.
- c. Upon request by a representative of the City Fire Department, fire protection equipment and personnel of the 71 FTW Fire Department may be dispatched to any point within the area for which the City normally provides fire protection services as designated by the representatives of the City Fire Department.
- d. Upon request by a representative of the 71 FTW Fire Department, fire protection equipment and personnel of the City may be dispatched to any point within the jurisdiction of the 71 FTW as designated by the representative of the FTW Fire Department.

- e. Any dispatch of equipment and personnel by the Parties pursuant to this Agreement is subject to the following conditions:
- (1) Any request for aid hereunder will include a statement of the amount and type of equipment and personnel requested and will specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished will be determined by the responding organization. The requesting organization will ensure access to site for the responding organization.
 - (2) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and will be subject to the orders of that official.
 - (3) The responding organization will be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.
 - (4) Hazardous Materials incident response will include the response to, and control and containment of, any release or suspected release of any material suspected to be or known to be hazardous. Where the properties of a released material are not known, it will be considered hazardous until proven otherwise by the requesting organization using all technical resources available. Cleanup and removal of contained hazardous materials will be the responsibility of the requesting organization.
 - (5) In the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which the City normally provides fire protection services, the Chief of the 71 FTW Fire Department or his or her representative will assume full command upon arrival at the scene of the crash if the Chief or representative determines it is necessary.
 - (6) An Air Force Fire Emergency Services representative will respond to act as incident safety officer for fire protection equipment and personnel of the 71 FTW Fire Department. The 71 FTW Fire Emergency Services incident safety officer shall have authority to alter or suspend actions performed by 71 FTW Fire Department personnel and equipment.
 - (7) Where local agencies do not assign an incident safety officer, an Air Force representative will be assigned to act as the incident safety officer for 71 FTW to observe Air Force operations.

- f. Each Party hereby agrees that its intent with respect to the rendering of assistance to the other Party under this Agreement is not to seek reimbursement from the Party requesting such assistance. Notwithstanding the above, the Parties hereby recognize that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued there under (44 CFR Part 151), City Fire Department is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional firefighting costs over normal operating costs) incurred in fighting fires on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. § 1856a, and pursuant to any applicable state or local law, each Party hereby reserves the right to seek reimbursement from the other for all or any part of the costs (defined as additional firefighting costs over normal operational costs) incurred by it in providing fire protection services to the other Party in response to a request for assistance.
- g. Both Parties agree to implement the National Incident Management System during all emergency responses on and off installations in accordance with National Fire Protection Association (NFPA) Standard 1561.
- h. Each Party waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. This provision does not waive any right of reimbursement pursuant to paragraph f.
- i. All equipment used by City Fire Department in carrying out this Agreement will, at the time of action hereunder, be owned by it; and all personnel acting for City Fire Department under this Agreement will, at the time of such action, be an employee or volunteer member of City of Enid.
- j. The rendering of assistance under the terms of this Agreement will not be mandatory; however, the Party receiving a request for assistance will endeavor to immediately inform the requesting Party if the requested assistance will not be provided and, if assistance will be provided, the quantity of such resources as may be dispatched in response to such request.
- k. Neither Party will hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and/or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire protection services needed within their own jurisdictions.
- l. Disputes. Parties to Negotiate. If a dispute should arise, the Parties agree to first attempt to resolve the dispute using unassisted negotiation techniques (i.e., without the assistance of a neutral third party). Either Party may request in writing that unassisted negotiations commence. As part of the unassisted negotiation, the Parties shall consider employing joint fact-finding, if material factual disputes are involved, and shall use other early resolution techniques appropriate to the circumstances. If the dispute involves material

issues of fact, the Parties may employ a neutral third party to provide a confidential evaluation of the issues of fact.

m. Alternate Dispute Resolution.

- (1) If the dispute is not resolved within sixty (60) days after the request for unassisted negotiations, and the Parties do not mutually agree to continue the unassisted negotiations, the Parties shall employ alternative dispute resolution (“ADR”) procedures involving nonbinding mediation of the dispute by a neutral third party. The ADR procedures employed shall include a confidential evaluation of both the facts and the law and the issuance of confidential recommendations by the neutral third party.
- (2) By entering into this Agreement, the Parties have voluntarily adopted ADR procedures in accordance with 5 U.S.C. § 572(c). These procedures shall not be employed if determined by either Party to be inappropriate after taking into consideration the factors enumerated at 5 U.S.C. § 572(b). A Party rejecting ADR as inappropriate shall document its reasons in writing and deliver them to the other Party.
- (3) The Government’s obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment. The City of Enid obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment.

n. All notices, requests, demands, and other communications which may or are required to be delivered hereunder will be in writing and will be delivered by messenger, by a nationally-recognized overnight mail delivery service or by certified mail, return receipt requested, at the following addresses:

For the Air Force:

71 Flying Training Wing, Vance AFB OK
c/o Wing Commander
246 Brown Parkway, Suite 224
Vance AFB OK, 73705-5015

And:

Department of the Air Force
AFCEC/CXF
139 Barnes Dr. Suite 1
Tyndall AFB FL 32403-5319

And:

71 Flying Training Wing, Vance AFB OK
c/o Installation Fire Chief
546 Elam Road
Vance AFB OK, 73705-5409

For the City of Enid, Oklahoma

Enid Fire Department
c/o Fire Chief
410 W. Owen K. Garriott
Enid, OK 73701

- o. This Agreement will become effective on the date of the last signature to the Agreement and will remain in effect for 5 years from June 21, 2016 and automatically renews for an additional five (5) year period with the right to renew for two additional 5 year terms not to exceed a total of 20 years. Either Party may unilaterally terminate this Agreement during the Term by sending notification of its intent to terminate to the other Party at least one hundred and eighty (180) days in advance of the proposed date of termination. Such notification will be in the form of a written submission to the other Party.
- p. Upon becoming effective, this Agreement will supersede and cancel all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.
- q. The modification or amendment of this Agreement, or any of the provisions of this Agreement, will not become effective unless executed in writing by both Parties.
- r. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.
- s. Authorized Representatives. The Vance Air Force Base Installation Fire Chief and the Fire Chief of the City of Enid Fire Department are authorized representatives of said departments.
- t. Attorney General. This agreement is authorized by 74 O.S. § 1004(f) and will be submitted to the Attorney General of the State of Oklahoma for review and approval.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the dates shown below:

Date Signed: _____

The City of Enid, Oklahoma

William E. Shewey, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

Approved as to Form and Legality:

Carol Lahman, City Attorney

Date Signed: _____

The United States of America
by the Secretary of the Air Force

Commander, 71st Flying Training Wing

City Commission Meeting

9.10.

Meeting Date: 08/15/2017

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$2,639,495.55.

Attachments

Claimslist

JP Morgan Claimslist

PURCHASE ORDER CLAIMS LIST

8/15/2017

FUND 10 DEPT 000 - N.A.

01-02082	AT&T MOBILITY	PO0143493	MONTHLY SERVICE 6/17	\$1,172.38
01-02082	AT&T MOBILITY	PO0143493	MONTHLY SERVICE 7/17	\$3,852.12
01-03661	RK BLACK, INC.	PO0143375	MONTHLY SERVICE 6/17	\$34.85
01-03661	RK BLACK, INC.	PO0143375	MONTHLY SERVICE 7/17	\$34.84
01-03661	RK BLACK, INC.	PO0143498	COPIER USAGE 6/17	\$1.13
01-03661	RK BLACK, INC.	PO0143498	COPIER USAGE/LEASE 7/17	\$83.91
01-08123	HOLDINGS FOOD STORE, INC.	PO0143367	DIESEL/ST	\$12,910.09
01-15125	OK GAS & ELECTRIC	PO0143499	MONTHLY SERVICE 6/17	\$5,421.37
01-15125	OK GAS & ELECTRIC	PO0143499	MONTHLY SERVICE 7/17	\$51,158.12
01-15125	OK GAS & ELECTRIC	PO0143502	MONTHLY SERVICE 6/17	\$78.45
01-15125	OK GAS & ELECTRIC	PO0143502	MONTHLY SERVICE 7/17	\$663.53
01-15125	OK GAS & ELECTRIC	PO0143503	MONTHLY SERVICE 6/17	\$111.18
01-15125	OK GAS & ELECTRIC	PO0143503	MONTHLY SERVICE 7/17	\$1,644.69
01-15125	OK GAS & ELECTRIC	PO0143509	MONTHLY SERVICE 6/17	\$1,763.90
01-15125	OK GAS & ELECTRIC	PO0143509	MONTHLY SERVICE 7/17	\$16,532.63
01-15125	OK GAS & ELECTRIC	PO0143516	MONTHLY SERVICE 6/17	\$25,196.22
01-15125	OK GAS & ELECTRIC	PO0143516	MONTHLY SERVICE 7/17	\$5,041.32
01-15125	OK GAS & ELECTRIC	PO0143543	MONTHLY SERVICE 6/17	\$1,141.09
01-15125	OK GAS & ELECTRIC	PO0143543	MONTHLY SERVICE 7/17	\$200.63
01-15125	OK GAS & ELECTRIC	PO0143554	MONTHLY SERVICE 6/17	\$165.03
01-15125	OK GAS & ELECTRIC	PO0143554	MONTHLY SERVICE 7/17	\$1,700.15
01-15127	OK NATURAL GAS	PO0143490	MONTHLY SERVICE 6/17	\$205.48
01-15127	OK NATURAL GAS	PO0143490	MONTHLY SERVICE 7/17	\$437.79
01-15127	OK NATURAL GAS	PO0143501	MONTHLY SERVICE 6/17	\$14.72
01-15127	OK NATURAL GAS	PO0143501	MONTHLY SERVICE 7/17	\$103.05
01-16004	PDQ PRINTING	PO0143438	ENVELOPES/ST	\$325.00
01-16010	PIONEER TELEPHONE CO., INC.	PO0143505	MONTHLY SERVICE 8/17	\$245.99
01-19047	AT & T	PO0143496	MONTHLY SERVICE 8/17	\$1,722.37
01-67250	FRIENDS OF THE LIBRARY	PO0143376	4TH QTR PROCEEDS	\$994.45
01-67400	WESTEL	PO0143504	MONTHLY SERVICE 7/17	\$464.92
01-80343	FENTRESS OIL COMPANY, INC.	PO0143368	OIL/ST	\$539.00
N.A. TOTAL				\$133,960.40

FUND 10 DEPT 100 - ADM. SERVICES

01-01783	JP MORGAN CHASE	PO0143515	CHASE PAYMENT	\$1,788.94
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0143540	JANITORIAL SERVICE 7/17	\$1,316.72
01-16145	PETTY CASH	PO0143622	REIMB/TRAVEL/CITY MGR CONF/J GILBERT	\$140.86
01-67860	KIWANIS TRUST FUND, INC	PO0143388	2ND QTR DUES/MEAL/J GILBERT	\$65.00
ADM. SERVICES TOTAL				\$3,311.52

FUND 10 DEPT 110 - HUMAN RESOURCES

01-02082	AT&T MOBILITY	PO0143529	MONTHLY DATA PLAN 6/17	\$3.67
01-02082	AT&T MOBILITY	PO0143529	MONTHLY DATA PLAN 7/17	\$12.08
01-05134	ENID NEWS & EAGLE	PO0143600	ADVERTISING	\$181.00
01-16004	PDQ PRINTING	PO0143596	BUSINESS CARDS/E JOHNSON	\$45.00
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0143577	DRUG SCREEN	\$50.00
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0143619	DRUG SCREEN (2)	\$50.00
HUMAN RESOURCES TOTAL				\$341.75

FUND 10 DEPT 120 - LEGAL SVCS.

01-01255	INDEPENDENT MEDICAL EXAMS	PO0143384	WC/MEDICAL	\$177.62
01-01783	JP MORGAN CHASE	PO0143515	CHASE PAYMENT	\$275.08
01-02643	AMERICAN BAR ASSOCIATION	PO0143542	ANNUAL DUES/W GILL	\$175.00
01-02661	STRATEGIC GOVERNMENT RESOURCES, IN	PO0143594	ADVERTISING	\$500.00

01-03022	CULLIGAN OF ENID	PO0143380	WATER COOLER RENTAL 6/17	\$19.50
01-03309	JACQUE BRAUNER DEAN LAW, PLLC	PO0143570	WC/ATTORNEY FEES	\$66.00
01-03701	TYLER TECHNOLOGIES, INC.	PO0143398	SUBSCRIPTION FEES CITATIONS 5/17	\$2,101.05
01-03902	MCGIVERN & GILLIARD A PROFESSIONAL	PO0143518	WC/ATTORNEY FEES	\$699.95
01-03902	MCGIVERN & GILLIARD A PROFESSIONAL	PO0143568	WC/ATTORNEY FEES	\$749.47
01-03921	EXPRESS SCRIPTS, INC.	PO0143386	WC/MEDICAL	\$138.07
01-03921	EXPRESS SCRIPTS, INC.	PO0143485	WC/MEDICAL	\$464.54
01-03921	EXPRESS SCRIPTS, INC.	PO0143519	WC/MEDICAL	\$68.51
01-03921	EXPRESS SCRIPTS, INC.	PO0143571	WC/MEDICAL	\$424.83
01-04255	CV CASE MANAGEMENT SERVICES, LLC.	PO0143487	WC/MEDICAL	\$472.62
01-04608	OK WORKERS COMP COMMISSION	PO0143349	WC/FILING FEE	\$140.00
01-04608	OK WORKERS COMP COMMISSION	PO0143351	WC/FILING FEE	\$140.00
01-04618	ARENS, EDWARD C/O LOBAUGH LAW FIRM	PO0143484	WC/MEDICAL	\$458.44
01-16145	PETTY CASH	PO0143623	REIMB/DRAWER SHORTAGE	\$20.00
01-19194	OK TAX COMMISSION	PO0143345	WC/STATE AWARD TAXES	\$412.50
01-19194	OK TAX COMMISSION	PO0143350	WC/STATE AWARD TAXES	\$5.50
01-33380	OPFER, DAVID	PO0143348	WC/MEDICAL	\$317.36
01-33380	OPFER, DAVID	PO0143378	WC/MEDICAL	\$317.36
01-49880	DELL MARKETING, LP	PO0141902	COMPUTERS (3)	\$3,097.82
			LEGAL SVCS. TOTAL	\$11,241.22

FUND 10 DEPT 140 - SAFETY

01-01163	ADVANCED WATER SOLUTIONS	PO0143607	WATER COOLER RENTAL 8/17	\$15.15
01-01783	JP MORGAN CHASE	PO0143515	CHASE PAYMENT	\$29.99
			SAFETY TOTAL	\$45.14

FUND 10 DEPT 150 - PR/MARKETING

01-01586	DISH NETWORK	PO0143488	MONTHLY SERVICE 8/17	\$77.02
01-01783	JP MORGAN CHASE	PO0143515	CHASE PAYMENT	\$700.48
01-02421	SUDDENLINK	PO0143404	MONTHLY SERVICE 8/17	\$396.94
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0143540	JANITORIAL SERVICE 7/17	\$70.00
			PR/MARKETING TOTAL	\$1,244.44

FUND 10 DEPT 200 - GENERAL GOVERNMENT

01-01783	JP MORGAN CHASE	PO0143515	CHASE PAYMENT	\$1,735.71
01-04250	MITCHELL & DeCLERCK, PLLC	PO0143382	POLICE CIVIL SERVICE HEARING	\$717.50
01-05134	ENID NEWS & EAGLE	PO0143457	PUBLICATIONS	\$386.54
01-05367	GUNGOLL JACKSON BOX & DEVOLL, P.C.	PO0143541	PROFESSIONAL LEGAL SERVICE	\$8,152.50
01-16145	PETTY CASH	PO0143625	REIMB/FILING FEES	\$15.00
01-39700	GARFIELD CO. LEGAL NEWS	PO0143444	PUBLICATIONS	\$36.15
01-42400	AT & T	PO0143464	MONTHLY SERVICE 8/17	\$480.11
01-58150	MCAFFEE & TAFT	PO0143400	PROFESSIONAL LEGAL SERVICE	\$3,919.28
			GENERAL GOVERNMENT TOTAL	\$15,442.79

FUND 10 DEPT 210 - ACCOUNTING

01-00085	PITNEY BOWES	PO0142788	POSTAGE MACHINE	\$5,559.04
01-01163	ADVANCED WATER SOLUTIONS	PO0143537	WATER COOLER RENTAL 8/17	\$43.50
01-01472	STAPLES ADVANTAGE	PO0143396	RUBBERBANDS/DIVIDERS	\$12.07
01-01783	JP MORGAN CHASE	PO0143515	CHASE PAYMENT	\$1,426.88
01-02403	ASSOCIATION OF PUBLIC TREASURERS	PO0143539	MEMBERSHIP DUES (2)	\$200.00
01-02485	CRAWFORD, ERIN	PO0143475	REIMB/TRAVEL/APT US & C CONF	\$692.42
01-16004	PDQ PRINTING	PO0143438	ENVELOPES (5000)	\$150.00
			ACCOUNTING TOTAL	\$8,083.91

FUND 10 DEPT 220 - RECORDS & RECEIPTS

01-03022	CULLIGAN OF ENID	PO0143380	WATER COOLER RENTAL 6/17	\$13.00
01-16145	PETTY CASH	PO0143623	REIMB/DRAWER SHORTAGE	\$10.92
RECORDS & RECEIPTS TOTAL				\$23.92

FUND 10 DEPT 250 - INFORMATION TECHNOLOGY

01-01783	JP MORGAN CHASE	PO0143515	CHASE PAYMENT	\$388.49
01-03807	IMAGENET CONSULTING LLC	PO0142802	LASERFICHE RENEWAL 7/17-6/18	\$7,627.00
01-04569	DESTINY SOFTWARE, INC.	PO0143562	RENEWAL/AGENDA MGR	\$6,200.00
01-05101	INTERNATIONAL BUSINESS MACHINES CO	PO0142805	SUBSCRIPTION RENEWAL 7/17-6/18	\$5,820.00
01-80310	SOFTWARE HOUSE INTERNATIONAL, INC.	PO0143360	MS WINDOWS SERVER LICENSES (24)	\$12,312.00
INFORMATION TECHNOLOGY TOTAL				\$32,347.49

FUND 10 DEPT 300 - COMMUNITY DEVELOPMENT

01-01472	STAPLES ADVANTAGE	PO0143396	INK CARTRIDGE	\$197.99
01-01783	JP MORGAN CHASE	PO0143515	CHASE PAYMENT	\$150.50
COMMUNITY DEVELOPMENT TOTAL				\$348.49

FUND 10 DEPT 350 - CODE ENFORCEMENT

01-01783	JP MORGAN CHASE	PO0143515	CHASE PAYMENT	\$276.88
01-04732	DEAL LAWN CARE	PO0143430	MOW/706 N 6TH	\$75.00
01-04732	DEAL LAWN CARE	PO0143430	MOW/1909 E BROADWAY	\$75.00
01-04732	DEAL LAWN CARE	PO0143430	MOW/1829 E BROADWAY	\$150.00
01-04732	DEAL LAWN CARE	PO0143483	MOW/119 W ASH	\$75.00
01-04732	DEAL LAWN CARE	PO0143483	MOW/1138 E MAPLE	\$75.00
01-04732	DEAL LAWN CARE	PO0143483	MOW/415 N JOHNSON	\$75.00
01-04732	DEAL LAWN CARE	PO0143483	MOW/218 E YORK	\$75.00
01-04732	DEAL LAWN CARE	PO0143483	MOW/1209 E MAINE	\$75.00
01-04732	DEAL LAWN CARE	PO0143483	MOW/1415 E OKLAHOMA	\$75.00
01-04732	DEAL LAWN CARE	PO0143546	MOW/1402 S LEONA MITCHELL	\$150.00
01-04766	CLM MOWING	PO0143431	MOW/301 E WALNUT	\$60.00
01-04766	CLM MOWING	PO0143431	MOW/1120 E OKLAHOMA	\$60.00
01-04766	CLM MOWING	PO0143431	MOW/624 E MAINE	\$60.00
01-04766	CLM MOWING	PO0143431	MOW/454 E WABASH	\$60.00
01-04766	CLM MOWING	PO0143482	MOW/463 E IOWA	\$60.00
01-04766	CLM MOWING	PO0143482	MOW/734 N MALONE	\$60.00
01-04766	CLM MOWING	PO0143482	MOW/1830 E LOCUST	\$150.00
01-04766	CLM MOWING	PO0143482	MOW/305 SOMBERO	\$60.00
01-04766	CLM MOWING	PO0143482	MOW/1309 W PINE	\$60.00
01-04766	CLM MOWING	PO0143547	MOW/329 S 20TH	\$60.00
01-05295	GORE, KIRK A	PO0143432	MOW/2705 N MADISON	\$65.00
01-05295	GORE, KIRK A	PO0143432	MOW/1011 N JEFFERSON	\$65.00
01-05295	GORE, KIRK A	PO0143432	MOW/729 N 6TH	\$65.00
01-05295	GORE, KIRK A	PO0143481	MOW/1602 KENNEDY	\$800.00
01-05295	GORE, KIRK A	PO0143481	MOW/602 E BIRCH	\$65.00
01-05295	GORE, KIRK A	PO0143481	MOW/1028 N 5TH	\$65.00
01-05324	BIG K MOWING	PO0143403	MOW/2006 E WALNUT	\$350.00
01-05324	BIG K MOWING	PO0143403	MOW/1433 N 10TH	\$75.00
01-16145	PETTY CASH	PO0143623	REIMB/FILING FEES	\$197.00
01-16145	PETTY CASH	PO0143625	REIMB/FILING FEES	\$325.00
CODE ENFORCEMENT TOTAL				\$3,938.88

FUND 10 DEPT 400 - ENGINEERING

01-01163	ADVANCED WATER SOLUTIONS	PO0143500	WATER COOLER RENTAL 8/17	\$50.15
01-01783	JP MORGAN CHASE	PO0143515	CHASE PAYMENT	\$273.00
01-05271	INTEGRAL CONSULTING, INC.	PO0141212	G-1704A PROJECT MGMT	\$21,327.00
01-16145	PETTY CASH	PO0143626	REIMB/TRAVEL/KAW LAKE/C GDANSKI	\$124.07
ENGINEERING TOTAL				\$21,774.22

FUND 10 DEPT 700 - PUBLIC WORKS MGMT

01-01783	JP MORGAN CHASE	PO0143515	CHASE PAYMENT	\$181.16
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0143540	JANITORIAL SERVICE 7/17	\$1,316.72
PUBLIC WORKS MGMT TOTAL				\$1,497.88

FUND 10 DEPT 710 - FLEET MAINTENANCE

01-01783	JP MORGAN CHASE	PO0143515	CHASE PAYMENT	\$401.26
01-05320	SKYBITZ TANK MONITORING CORP	PO0143447	MONTHLY MONITORING SERVICE 8/17	\$135.52
01-05320	SKYBITZ TANK MONITORING CORP	PO0143538	MONITORING SYSTEMS (10)	\$5,452.00
01-13017	MUNN SUPPLY, INC.	PO0143405	CYLINDER RENTAL 8/17	\$48.30
01-13218	MYERS TIRE SUPPLY, INC.	PO0143417	TIRE WEIGHTS	\$129.26
01-35300	UNIFIRST, INC.	PO0143418	SHOP TOWEL SERVICE	\$162.86
01-40180	WAY OUT WEST	PO0143409	BOOTS/R DAWSON	\$125.00
FLEET MAINTENANCE TOTAL				\$6,454.20

FUND 10 DEPT 730 - PARKS & RECREATION

01-00146	CINTAS CORPORATION LOC. 624	PO0143477	UNIFORM RENTALS (26)	\$56.48
01-00146	CINTAS CORPORATION LOC. 624	PO0143511	UNIFORM RENTALS (12)	\$56.48
01-01338	J & P SUPPLY, INC.	PO0143456	CLEANER	\$91.16
01-01783	JP MORGAN CHASE	PO0143515	CHASE PAYMENT	\$1,963.27
01-04899	LASER TECH SERVICES	PO0143520	POOL PUMP REPAIR	\$593.52
01-05270	ZALOUDEK, FW & SONS	PO0143451	V539/V544 WHEEL FORK ASSY	\$1,054.53
01-05270	ZALOUDEK, FW & SONS	PO0143548	V166 WHEEL FORK ASSY/TIRES	\$615.03
01-05293	CIVICPLUS	PO0143551	SOFTWARE FEES	\$100.00
01-13017	MUNN SUPPLY, INC.	PO0143552	GAUGE	\$60.00
01-30830	LOCKE SUPPLY, INC.	PO0143472	BACK FLOW PREVENTER/SKATE PARK	\$73.08
01-30830	LOCKE SUPPLY, INC.	PO0143508	FITTINGS/SOLVENT	\$7.46
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0143469	V509 BLADE/NUTS/BOLTS	\$31.86
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0143510	TRIMMER SPOOL/COVERS	\$92.96
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0143510	V509 BLADES	\$27.44
01-55700	AUTO ZONE/AZ COMMERCIAL, INC.	PO0143618	V509 BELT	\$10.17
01-73780	JANTZ OVERHEAD DOOR, INC.	PO0143533	SHOP DOOR REPAIR	\$169.00
01-80153	KINNUNEN, INC.	PO0143536	EAR PLUGS	\$37.53
01-80246	ATWOODS	PO0143495	STRAP RATCHETS (4)/PAINT	\$42.94
01-80246	ATWOODS	PO0143613	BOOTS/L HARRIS	\$119.99
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0143514	FITTINGS/GLUE	\$19.84
PARKS & RECREATION TOTAL				\$5,222.74

FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT.

01-00146	CINTAS CORPORATION LOC. 624	PO0143395	UNIFORM RENTALS (16)	\$74.77
01-00146	CINTAS CORPORATION LOC. 624	PO0143511	UNIFORM RENTALS (16)	\$74.77
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0143416	V125 CAM SENSOR/PRIME PUMP	\$329.20
01-01783	JP MORGAN CHASE	PO0143515	CHASE PAYMENT	\$1,623.74
01-02243	BB MACHINE & SUPPLY, INC.	PO0143558	V585/V586/V583 BLADES	\$1,100.64
01-05005	ENID CONCRETE CO., INC.	PO0143453	CONCRETE	\$2,047.50

01-05066	BRUCKNER TRUCK SALES, INC.	PO0143419	V942 FITTING	\$39.89
01-05270	ZALOUDEK, FW & SONS	PO0143448	V190 BELT/IDLER SPRING	\$125.59
01-05270	ZALOUDEK, FW & SONS	PO0143548	V190 BELT SPINDLE/WIRE HARNESS	\$208.66
01-19235	SOUTHWEST TRUCK PARTS, INC.	PO0143550	V112 LIGHT ASSY/BRACKET	\$12.59
01-40180	WAY OUT WEST	PO0143615	BOOTS/K PETERSON	\$125.00
01-56300	TRUCK PRO, INC.	PO0143521	V112 LED LIGHTS (2)	\$142.18
01-56300	TRUCK PRO, INC.	PO0143549	V112 TARP	\$147.17
01-80246	ATWOODS	PO0143415	BOOTS/B WRIGHT	\$125.00
01-80246	ATWOODS	PO0143613	BOOTS/D DENNIS	\$125.00
			STRMWTR & ROADWAY MAINT. TOTAL	\$6,301.70

FUND 10 DEPT 750 - TECHNICAL SERVICES

01-00878	BROWN'S SHOE FIT COMPANY	PO0143401	BOOTS/A MARSHALL	\$238.50
01-01783	JP MORGAN CHASE	PO0143515	CHASE PAYMENT	\$7,168.17
01-80246	ATWOODS	PO0143415	JEANS/K KIRKPATRICK	\$60.00
			TECHNICAL SERVICES TOTAL	\$7,466.67

FUND 10 DEPT 900 - LIBRARY

01-00085	PITNEY BOWES	PO0143544	POSTAGE LEASE 8/17	\$86.59
01-00793	ONESOURCE MANAGED SERVICES	PO0143555	MONTHLY SERVICE 8/17	\$438.87
01-01163	ADVANCED WATER SOLUTIONS	PO0143458	BOTTLED WATER	\$33.25
01-01338	J & P SUPPLY, INC.	PO0143393	DEODORIZER/VACUUM REFRESHER	\$76.26
01-01338	J & P SUPPLY, INC.	PO0143512	RAGS	\$19.90
01-01783	JP MORGAN CHASE	PO0143515	CHASE PAYMENT	\$2,930.77
01-03454	OCLC ONLINE COMPUTER LIBRARY CENTE	PO0143565	ONLINE SUBSCRIPTION 8/17	\$1,256.48
01-13089	MERRIFIELD OFFICE SUPPLY	PO0143394	PAPER/MAILERS/TISSUE/FOLDERS	\$263.27
			LIBRARY TOTAL	\$5,105.39

FUND 10 DEPT 950 - SALES TAX TRANS.

01-03060	CENTRAL NATIONAL BANK	PO0143628	EMA SALES TAX TRANSFER 7/17	\$761,814.17
01-19099	SECURITY NATIONAL BANK	PO0143630	SCHOOL SALES TAX TRANSFER 7/17	\$105,444.85
01-19099	SECURITY NATIONAL BANK	PO0143631	EMA KAW SALES TAX TRANSFER 7/17	\$571,360.63
01-77520	BANK OF OKLAHOMA, NA	PO0143629	SCHOOL BOND TAX TRANSFER 7/17	\$85,008.69
			SALES TAX TRANS. TOTAL	\$1,523,628.34

FUND 10 DEPT 955 - CAPITAL ASSETS & PROJECTS

01-01783	JP MORGAN CHASE	PO0143515	CHASE PAYMENT	\$710.90
01-03000	CARTER PAINT CO.	PO0143534	M-1713A PAINT	\$62.47
01-05287	OSBURN ASSOCIATES, INC.	PO0143559	M-1713A REFLECTIVE SIGN SHEET	\$1,746.00
			CAPITAL ASSETS & PROJECTS TOTAL	\$2,519.37

FUND 12 DEPT 125 - SPECIAL PROJECT

01-01783	JP MORGAN CHASE	PO0143515	CHASE PAYMENT	\$750.00
			SPECIAL PROJECT TOTAL	\$750.00

FUND 14 DEPT 145 - HEALTH FUND

01-64810	WORKSITE BENEFIT PLANS, INC.	PO0143598	125 PLAN FEES 8/17	\$414.40
01-70870	FOCUS INSTITUTE, INC.	PO0143557	EAP SERVICE 8/17	\$1,233.33
01-78180	BLUE CROSS BLUE SHIELD OK	PO0143443	DENTAL FEES 8/17	\$1,839.77

01-78180	BLUE CROSS BLUE SHIELD OK	PO0143443	DENTAL CLAIMS 8/17	\$14,846.05
01-78180	BLUE CROSS BLUE SHIELD OK	PO0143443	HEALTH ADMIN FEES 8/17	\$20,068.16
01-78180	BLUE CROSS BLUE SHIELD OK	PO0143443	HEALTH CLAIMS 8/17	\$348,504.52
HEALTH FUND TOTAL				\$386,906.23

FUND 20 DEPT 205 - AIRPORT

01-00540	SIMONS PETROLEUM, LLC	PO0143455	DYED DIESEL	\$444.74
01-01783	JP MORGAN CHASE	PO0143515	CHASE PAYMENT	\$937.28
01-02712	FARMER BROS. CO.	PO0143440	COFFEE	\$99.68
01-03022	CULLIGAN OF ENID	PO0143402	SOLAR SALT	\$48.20
01-03022	CULLIGAN OF ENID	PO0143461	WATER SOFTENER RENTAL 7/17	\$50.00
01-04694	SPRING-GREEN LAWN CARE	PO0143460	WEED CONTROL	\$64.95
01-12007	LUCKINBILL, INC.	PO0143522	PLUMBING REPAIR	\$155.00
01-16145	PETTY CASH	PO0143624	REIMB/TRAVEL/OK AERO COMM/D OHNESORGE	\$197.96
01-16145	PETTY CASH	PO0143624	REIMB/TRAVEL/OSHKOSH/C ARTHUR	\$134.54
01-42400	AT & T	PO0143464	MONTHLY SERVICE 8/17	\$257.62
01-50210	LOWE'S HOME CENTERS, INC.	PO0143494	VACUUM/CLEANER/PRIMER	\$368.09
01-66290	AMERICAN REFRIGERATION & HEATING C	PO0143507	FREEZER REPAIR	\$90.00
01-80343	FENTRESS OIL COMPANY, INC.	PO0143506	OIL/ST	\$382.75
AIRPORT TOTAL				\$3,230.81

FUND 22 DEPT 000 - GOLF STOCK

01-05528	ANHEUSER-BUSCH, LLC	PO0143353	BEER/ST	\$430.40
GOLF STOCK TOTAL				\$430.40

FUND 22 DEPT 225 - GOLF

01-01338	J & P SUPPLY, INC.	PO0143456	CLEANER/AEROSOL	\$67.24
01-01783	JP MORGAN CHASE	PO0143515	CHASE PAYMENT	\$1,060.12
01-02539	BWI COMPANIES, INC.	PO0143474	FUNGICIDE	\$594.03
01-02539	BWI COMPANIES, INC.	PO0143564	FERTILIZER/REGULATOR	\$1,554.19
01-02674	P & K EQUIPMENT, INC. STILLWATER	PO0143466	MOWER WHEEL ASSEMBLY	\$291.45
01-04198	PRAIRIEFIRE COFFEE	PO0143408	COFFEE	\$35.40
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0143540	JANITORIAL SERVICE 7/17	\$675.61
01-04568	HARRELL'S, LLC	PO0143397	PIGMENT/DEFOAMER	\$1,140.00
01-04568	HARRELL'S, LLC	PO0143572	FERTILIZER	\$2,400.00
01-04713	SIMPLOT PARTNERS	PO0143449	FERTILIZER	\$1,400.00
01-04926	HAMPEL OIL DISTRIBUTORS, INC.	PO0143467	DIESEL	\$514.23
01-05062	OKLAHOMA STATE UNIVERSITY	PO0143465	SOIL ANALYSIS	\$150.00
01-05160	VGM FINANCIAL SERVICES	PO0143489	UTILITY TRUCK LEASE 7/17	\$365.95
01-05160	VGM FINANCIAL SERVICES	PO0143489	GREENS MOWER LEASE 7/17	\$690.60
01-05309	CHEM-CAN BUILDING & CONSTRUCTION S	PO0143473	PORTABLE TOILET RENTAL 7/17	\$75.00
01-05341	JENLAR PRODUCTS, INC.	PO0143414	DEGREASER	\$286.40
GOLF TOTAL				\$11,300.22

FUND 31 DEPT 230 - UTILITY BILLING

01-01163	ADVANCED WATER SOLUTIONS	PO0143537	WATER COOLER RENTAL 7/17-8/17	\$126.90
01-01783	JP MORGAN CHASE	PO0143515	CHASE PAYMENT	\$107.08
01-03921	EXPRESS SCRIPTS, INC.	PO0143571	WC/MEDICAL	\$90.23
01-16018	POSTMASTER	PO0143377	POSTAGE	\$20,000.00
UTILITY BILLING TOTAL				\$20,324.21

FUND 31 DEPT 315 - E.M.A.

01-01373	OKLAHOMA WATER RESOURCES BOARD	PO0143426	ORF-98-0006-CW PRINCIPAL 8/17	\$47,650.00
01-01373	OKLAHOMA WATER RESOURCES BOARD	PO0143426	ORF-98-0006-CW ADMIN FEE 8/17	\$359.36

01-01373	OKLAHOMA WATER RESOURCES BOARD	PO0143433	ORF-02-0012 CW PRINCIPAL 8/17	\$27,692.31
01-01373	OKLAHOMA WATER RESOURCES BOARD	PO0143433	ORF-02-0012 CW ADMIN FEE 8/17	\$696.15
01-01373	OKLAHOMA WATER RESOURCES BOARD	PO0143434	ORF-99-0016-CW PRINCIPAL 8/17	\$29,601.04
01-01373	OKLAHOMA WATER RESOURCES BOARD	PO0143434	ORF-99-0016-CW ADMIN FEE 8/17	\$520.90
01-02891	BANK OF OKLAHOMA, N.A.	PO0143436	2015 EMA TRUSTEE FEE	\$2,500.00
01-02891	BANK OF OKLAHOMA, N.A.	PO0143437	2010 CWSRF TRUSTEE FEE	\$500.00
			E.M.A. TOTAL	\$109,519.76

FUND 31 DEPT 760 - SOLID WASTE SERVICES

01-00146	CINTAS CORPORATION LOC. 624	PO0143395	UNIFORM RENTALS (8)	\$63.46
01-00146	CINTAS CORPORATION LOC. 624	PO0143477	UNIFORM RENTALS (68)	\$152.92
01-00146	CINTAS CORPORATION LOC. 624	PO0143610	UNIFORM RENTALS (33)	\$96.91
01-01163	ADVANCED WATER SOLUTIONS	PO0143500	WATER COOLER RENTAL 8/17	\$30.00
01-01783	JP MORGAN CHASE	PO0143515	CHASE PAYMENT	\$2,421.35
01-03000	CARTER PAINT CO.	PO0143391	PAINT	\$399.36
01-03000	CARTER PAINT CO.	PO0143391	V613 PAINT	\$130.02
01-03022	CULLIGAN OF ENID	PO0143616	WATER COOLER RENTAL 7/17-8/17	\$50.00
01-03022	CULLIGAN OF ENID	PO0143527	BOTTLED WATER	\$19.50
01-03110	VERMEER GREAT PLAINS	PO0140749	V252 PTO REPLACEMENT	\$30,774.21
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0143442	V261 SCRAPER/PUMP	\$4,041.50
01-03921	EXPRESS SCRIPTS, INC.	PO0143519	WC/MEDICAL	\$20.66
01-03921	EXPRESS SCRIPTS, INC.	PO0143571	WC/MEDICAL	\$679.66
01-04033	DOLESE BROTHERS CO., INC.	PO0143450	CRUSHER RUN	\$2,037.57
01-04207	FOUR J'S TIRE SERVICE, LLC	PO0143441	V208 TIRES (8)	\$3,220.00
01-04439	J A KING	PO0143425	SERVICE CALL/WEIGHT SCALES	\$687.00
01-04962	COMMUNITY NATIONAL BANK OF OKARCHE	PO0142913	DOZER LEASE 8/17	\$6,508.65
01-04962	COMMUNITY NATIONAL BANK OF OKARCHE	PO0142912	COMPACTOR LEASE 8/17	\$7,906.67
01-05255	HIDDEN, EARL R	PO0143486	WC/TRAVEL REIMB	\$105.93
01-07102	GARFIELD R W D #5	PO0143492	MONTHLY SERVICE 7/17	\$70.96
01-56300	TRUCK PRO, INC.	PO0143479	V117 HUB CAPS (2)	\$74.58
01-80246	ATWOODS	PO0143389	RECIPROCATING SAW/SWITCH	\$42.98
01-80246	ATWOODS	PO0143446	BOOTS/L BRADEN	\$125.00
			SOLID WASTE SERVICES TOTAL	\$59,658.89

FUND 31 DEPT 785 - PUBLIC UTILITIES MGMT

01-01783	JP MORGAN CHASE	PO0143515	CHASE PAYMENT	\$932.52
01-03512	PACE ANALYTICAL SERVICES, INC.	PO0143047	SIU SAMPLE ANALYSIS	\$558.00
01-16145	PETTY CASH	PO0143627	REIMB/TRAVEL/KAW LAKE/L MINTZ	\$96.69
			PUBLIC UTILITIES MGMT TOTAL	\$1,587.21

FUND 31 DEPT 790 - WATER PRODUCTION

01-00146	CINTAS CORPORATION LOC. 624	PO0143395	UNIFORM RENTALS (11)	\$51.15
01-00146	CINTAS CORPORATION LOC. 624	PO0143477	UNIFORM RENTALS (21)	\$46.65
01-00878	BROWN'S SHOE FIT COMPANY	PO0143421	BOOTS/A RODRIGUEZ	\$220.50
01-01005	ALFALFA ELECTRIC COOPERATIVE	PO0143513	MONTHLY SERVICE 8/17	\$11,799.01
01-01178	ACCURATE, INC.	PO0143392	SAMPLE ANALYSIS	\$300.00
01-01178	ACCURATE, INC.	PO0143468	SAMPLE ANALYSIS	\$577.50
01-01755	CENTRAL STATES ORTHOPEDIC SPECIALI	PO0143387	WC/MEDICAL	\$88.74
01-01783	JP MORGAN CHASE	PO0143515	CHASE PAYMENT	\$916.55
01-02017	A. W. BRUEGGEMANN CO., INC.	PO0143471	DRILL BIT	\$35.91
01-02243	BB MACHINE & SUPPLY, INC.	PO0143427	BELTS	\$9.46
01-07036	GRAINGER, INC.	PO0143463	FAN MOTOR	\$175.88
01-14118	NCL OF WISCONSIN	PO0143424	CHLORINE	\$206.01
01-16145	PETTY CASH	PO0143627	REIMB/CDL RENEW/A RODRIGUZ	\$56.50
01-19047	AT & T	PO0143573	MONTHLY SERVICE 5/17	\$403.69
01-19165	STEVENS FORD, INC.	PO0143423	V320 TIRE SENSOR	\$72.74
01-30830	LOCKE SUPPLY, INC.	PO0143428	BOILER DRAIN/HOSE	\$28.42

01-30830	LOCKE SUPPLY, INC.	PO0143472	FILTERS (12)	\$18.39
01-33210	P & K EQUIPMENT, INC.	PO0143429	V304 DRAWBAR	\$340.03
01-38030	DAL SECURITY, INC.	PO0143452	MONTHLY MONITORING 7/17	\$50.00
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0143469	TRIMMER REPAIR	\$35.00
01-79980	PIONEER BUSINESS SOLUTION	PO0143497	MONTHLY SERVICE 7/17	\$46.82
01-79980	PIONEER BUSINESS SOLUTION	PO0143523	MONTHLY SERVICE 6/17	\$2.94
01-79980	PIONEER BUSINESS SOLUTION	PO0143523	MONTHLY SERVICE 7/17	\$71.47
01-80246	ATWOODS	PO0143495	FILES	\$14.47
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0143422	PIPE/CEMENT/ADAPTER	\$12.07
			WATER PRODUCTION TOTAL	\$15,579.90

FUND 31 DEPT 795 - WATER RECLAMATION SERVICES

01-00146	CINTAS CORPORATION LOC. 624	PO0143477	UNIFORM RENTALS (56)	\$112.96
01-00917	HD SUPPLY WATERWORKS	PO0143413	METERS (12)	\$620.16
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0143435	REBAR	\$31.00
01-01783	JP MORGAN CHASE	PO0143515	CHASE PAYMENT	\$1,297.59
01-03000	CARTER PAINT CO.	PO0143391	PAINT	\$193.58
01-04033	DOLESE BROTHERS CO., INC.	PO0143411	CRUSHER RUN	\$204.40
01-04033	DOLESE BROTHERS CO., INC.	PO0143439	ROCK	\$855.92
01-04033	DOLESE BROTHERS CO., INC.	PO0143470	ROCK	\$102.25
01-04033	DOLESE BROTHERS CO., INC.	PO0143608	ROCK	\$255.05
01-04328	INTEGRIS MEDICAL GROUP	PO0143385	WC/MEDICAL	\$150.55
01-04847	W.W. STARR LUMBER CO., INC.	PO0143478	WATER NOZZLE	\$9.19
01-05005	ENID CONCRETE CO., INC.	PO0143453	CONCRETE	\$1,763.13
01-05005	ENID CONCRETE CO., INC.	PO0143445	CONCRETE	\$853.13
01-05005	ENID CONCRETE CO., INC.	PO0143531	CONCRETE	\$432.00
01-15083	OK CONTRACTORS SUPPLY	PO0143454	PVC PIPE (100)	\$788.00
01-15083	OK CONTRACTORS SUPPLY	PO0143561	METER BOXES/CAST IRON LIDS	\$1,750.00
01-15083	OK CONTRACTORS SUPPLY	PO0143561	PIPE/COUPLING/PLUGS	\$1,254.00
01-16017	PIONEER SUPPLY CO., INC.	PO0143412	DRILL/CUTTER/FITTINGS	\$519.70
01-49880	DELL MARKETING, LP	PO0141491	COMPUTERS (2)	\$1,414.40
01-80246	ATWOODS	PO0143415	BOOTS/T SUTTON	\$125.00
			WATER RECLAMATION SERVICES TOTAL	\$12,732.01

FUND 31 DEPT 799 - WASTEWATER PLANT MGMT

01-00103	WARREN CAT, INC.	PO0141235	GENERATOR REPAIR	\$2,919.24
01-01178	ACCURATE, INC.	PO0143560	SAMPLE ANALYSIS	\$1,230.00
01-01178	ACCURATE, INC.	PO0143560	AMMONIA/NITRITE/DETERGENT	\$2,167.69
01-01783	JP MORGAN CHASE	PO0143515	CHASE PAYMENT	\$41.56
01-02021	B'S QUALITY DOOR, INC.	PO0143407	OVERHEAD DOOR REPAIR	\$100.00
01-03176	HIBON, INC.	PO0141827	BEARING SET/SEAL KIT	\$1,796.54
01-04429	STOVER & ASSOCIATES, INC	PO0143362	PLANT MGMT SERVICE 7/17	\$105,458.25
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0143540	JANITORIAL SERVICE 7/17	\$622.44
01-80153	KINNUNEN, INC.	PO0143491	EYE WASH STATION	\$24.99
			WASTEWATER PLANT MGMT TOTAL	\$114,360.71

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

01-02687	RETAIL ATTRACTIONS, LLC	PO0143361	PROFESSIONAL SERVICE 7/17	\$6,000.00
			E.E.D.A. TOTAL	\$6,000.00

FUND 40 DEPT 405 - CAPITAL IMPROVEMENT

01-03615	PARATHON CONSTRUCTION, LLC.	PO0142457	M-1606B SOD INSTALLATION	\$200.00
01-60230	RICK LORENZ CONSTRUCTION	PO0141905	M-1707A 2017 ADA COMPLIANCE	\$22,237.43
			CAPITAL IMPROVEMENT TOTAL	\$22,437.43

FUND 42 DEPT 425 - SANITARY SEWER FUND

01-12007	LUCKINBILL, INC.	PO0141355	S-1704B VIDEO INSPECTIONS	\$10,360.98
01-12007	LUCKINBILL, INC.	PO0137771	S-1508 PROFESSIONAL SERVICE	\$32,538.45
01-12007	LUCKINBILL, INC.	PO0135425	S-1609A 2016 SEWER REPAIR	\$13,006.12
01-12007	LUCKINBILL, INC.	PO0141354	S-1704A POINT REPAIR PROGRAM	\$203,593.55
SANITARY SEWER FUND TOTAL				\$259,499.10

FUND 43 DEPT 435 - STORMWATER FUND

01-04927	MIES CONSTRUCTION	PO0135803	F-1603C DETENTION FACILITY	\$20,021.21
01-04927	MIES CONSTRUCTION	PO0139100	F-1603C OAKWOOD WEST DETENTION	\$20,346.76
01-05081	BEVERAGES CONSTRUCTION, LLC.	PO0139546	F-1701A PROFESSIONAL SERVICE	\$24,681.00
01-60230	RICK LORENZ CONSTRUCTION	PO0141299	F-1708A CULVERT REPLACEMENT	\$3,054.06
STORMWATER FUND TOTAL				\$68,103.03

FUND 44 DEPT 445 - WATER CAP. IMPROVEMENT FUND

01-04232	GABLE GOTWALS	PO0143524	W-1412B PROFESSIONAL SERVICE/KAW LAKE	\$724.50
01-04232	GABLE GOTWALS	PO0143569	W-1304B PROFESSIONAL SERVICE	\$2,736.00
WATER CAP. IMPROVEMENT FUND TOTAL				\$3,460.50

FUND 50 DEPT 505 - 911

01-01783	JP MORGAN CHASE	PO0143515	CHASE PAYMENT	\$104.99
01-42400	AT & T	PO0143556	MONTHLY SERVICE 7/17	\$1,788.96
01-49880	DELL MARKETING, LP	PO0142462	COMPUTER	\$1,205.38
01-66190	AT&T	PO0143566	MONTHLY SERVICE 8/17	\$10,127.91
911 TOTAL				\$13,227.24

FUND 51 DEPT 515 - POLICE

01-00916	BAYSINGER POLICE SUPPLY	PO0143528	BADGES (4)	\$445.99
01-01472	STAPLES ADVANTAGE	PO0143530	3 HOLE PUNCH	\$54.49
01-01780	B & B LAWN CARE	PO0143584	LAWN CARE 7/17	\$320.00
01-01783	JP MORGAN CHASE	PO0143515	CHASE PAYMENT	\$2,906.56
01-01988	BOARD OF TESTS FOR ALCOHOL/DRUG IN	PO0143575	INTOXYLIZER TRAINING (7)	\$434.00
01-02082	AT&T MOBILITY	PO0143567	MONTHLY SERVICE 6/17	\$407.89
01-02082	AT&T MOBILITY	PO0143567	MONTHLY SERVICE 7/17	\$1,340.21
01-03569	GRIMSLEY'S, INC.	PO0143582	TOWELS/LINERS/TISSUE/GLOVES	\$298.25
01-04157	CONSOLIDATED ELECTRICAL DISTRIBUTO	PO0143588	HEX NUTS	\$13.51
01-04164	OK DEPT. OF PUBLIC SAFETY	PO0143587	OLETS USERS FEE	\$350.00
01-05110	ENID NOON AMBUCS	PO0143585	3RD QTR DUES (2)	\$363.35
01-05366	PEARCE,ADRIANNE	PO0143462	REFUND/SPAY FEE (2)	\$225.00
01-05368	JACOBS, RICHARD	PO0143614	TUITION ASSISTANCE	\$1,000.00
01-13089	MERRIFIELD OFFICE SUPPLY	PO0143583	PAPER	\$59.99
01-13218	MYERS TIRE SUPPLY, INC.	PO0143417	V2151 SENSORS	\$179.52
01-14018	NORTHERN OK DEVELOPEMENT AUTHORITY	PO0143578	ANNUAL WIRELESS SERVICE 8/17-7/18	\$439.45
01-23090	WHEAT CAPITAL COMMUNICATION	PO0143579	MICS (5)	\$225.00
01-33210	P & K EQUIPMENT, INC.	PO0143581	EXHAUST CAP	\$21.55
01-46560	GROOM CLOSET	PO0143586	DOG FOOD	\$35.52
01-50210	LOWE'S HOME CENTERS, INC.	PO0143410	PIPE/FITTINGS	\$96.42
01-50210	LOWE'S HOME CENTERS, INC.	PO0143574	BRACKET KIT/NOZZLE	\$3.56
POLICE TOTAL				\$9,220.26

FUND 60 DEPT 605 - E.E.C.C.H.

01-15125	OK GAS & ELECTRIC	PO0143516	MONTHLY SERVICE 6/17	\$421.90
01-15125	OK GAS & ELECTRIC	PO0143516	MONTHLY SERVICE 7/17	\$12,484.28
01-80045	CHISHOLM TRAIL EXPO CENTER	PO0143525	HOTEL TAX 6/17	\$48,409.72
E.E.C.C.H TOTAL				\$61,315.90

FUND 65 DEPT 655 - FIRE

01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0143591	V1040 FILTERS	\$64.68
01-01227	AUTRY VO-TECH CENTER	PO0143609	EMT CLASS/R FELDER	\$899.00
01-01338	J & P SUPPLY, INC.	PO0143597	TOWELS/CLEANER/SPONGES	\$492.99
01-01783	JP MORGAN CHASE	PO0143515	CHASE PAYMENT	\$1,631.07
01-02053	BAKERS ALTERNATOR-STARTER, INC.	PO0143593	V1031 STARTER REPAIR/BEARING	\$374.54
01-02082	AT&T MOBILITY	PO0143563	MONTHLY SERVICE 6/17	\$5.43
01-02082	AT&T MOBILITY	PO0143563	MONTHLY SERVICE 7/17	\$17.83
01-03603	GIBSON HEATING & AIR, LLC	PO0143601	ICE MACHINE REPAIR	\$218.16
01-04185	EAGLE ENGRAVING, INC.	PO0143611	RETIREMENT AWARD	\$295.21
01-04442	SLATER MECHANICAL	PO0143604	AC REPAIR	\$187.50
01-04926	HAMPEL OIL DISTRIBUTORS, INC.	PO0143526	OIL	\$332.17
01-04926	HAMPEL OIL DISTRIBUTORS, INC.	PO0143592	OIL	\$636.35
01-12007	LUCKINBILL, INC.	PO0143517	HOOD INSPECTION/MAINT/STA 1	\$391.25
01-16091	PIONEER MESSAGING SOLUTIONS	PO0143612	HAZMAT WIFI SERVICE	\$33.04
01-19004	SHERWIN-WILLIAMS CO., INC.	PO0143605	BRUSHES/PADS	\$51.71
01-19235	SOUTHWEST TRUCK PARTS, INC.	PO0143590	V1031/V1034 DRIER	\$62.00
01-20106	T & W TIRE, INC.	PO0143595	V1040 TIRE MOUNT	\$30.00
01-30830	LOCKE SUPPLY, INC.	PO0143606	SLIP JOINT/SHUTOFFS	\$80.13
01-33210	P & K EQUIPMENT, INC.	PO0143602	TIE ROD ASSEMBLY	\$160.04
01-50210	LOWE'S HOME CENTERS, INC.	PO0143620	COAX CABLE/SHELVING	\$38.60
01-58660	FERRARA FIREFIGHTING EQUIPMENT	PO0143617	BOOTS (2)	\$546.99
01-60600	ENID FLORAL & GIFTS	PO0142796	LANDSCAPING/STATION 2	\$2,210.00
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0143599	CLEANER/TUBING/HANDLES	\$55.28
FIRE TOTAL				\$8,813.97

FUND 99 DEPT 995 - EPTA

01-01783	JP MORGAN CHASE	PO0143515	CHASE PAYMENT	\$232.87
01-01959	REYNOLDS, M.D., PLLC. W.EMERY	PO0143383	WC/MEDICAL	\$300.00
01-02082	AT&T MOBILITY	PO0143535	MONTHLY SERVICE 6/17	\$63.43
01-02082	AT&T MOBILITY	PO0143535	MONTHLY SERVICE 7/17	\$208.41
01-05134	ENID NEWS & EAGLE	PO0143589	ADVERTISING	\$346.25
01-05185	WILLIAM R GILLOCK, MD PC	PO0143352	WC/MEDICAL	\$590.33
01-05249	PETTIBONE, DONNA R	PO0143532	WC/TRAVEL REIMB 2/17-6/17	\$669.82
01-05249	PETTIBONE, DONNA R	PO0143532	WC/TRAVEL REIMB 7/17	\$66.98
01-19047	AT & T	PO0143480	MONTHLY SERVICE 7/17	\$288.00
01-31010	JACKSONS OF ENID	PO0143381	V8577 HVAC CONTROL MODULE	\$486.00
01-47300	OK TURNPIKE AUTHORITY	PO0143553	TOLLS (5)	\$4.45
EPTA TOTAL				\$3,256.62

FUND 70 DEPT 705 - CDBG

70-07085	GREATER ENID CHAMBER OF COMMERCE	PO0143399	B-15(411) ADMIN/LEADERSHIP CLASS	\$500.00
			CDBG TOTAL	\$500.00

COMBINED BREAKDOWN OF TOTALS

EMA	\$333,762.69
EEDA	\$6,000.00
EPTA	\$3,256.62
REMAINING FUNDS	\$2,639,495.55
TOTAL CLAIMS	\$2,982,514.86

PURCHASING CARD CLAIMS LIST

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FUND 10 DEPT 100 - ADMINISTRATIVE SERVICES

2000 CED	PO0143515	BREAKERS	82.07
ALBRIGHT STEEL WIRE EN	PO0143515	FENCE POSTS/ANCHOR PLATES/CLIPS	142.38
BEARING RUBBER HYDRAUL	PO0143515	DRIVE BELT/KEYSTOCK	8.05
ENID WINNELSON CO	PO0143515	VALVE/PVC PIPE/ELLS/ADAPTER	254.46
HUGHES LUMBER COMPANY	PO0143515	LUMBER	42.72
LOCKE SUPPLY WE ENID	PO0143515	LED LIGHT FIXTURES	417.52
OREILLY AUTO #0188	PO0143515	GREASE GUN/HOSE/GREASE	34.27
PAYPAL *CITY MGMT A	PO0143515	CMAO MEMBERSHIP/J GILBERT	740.00
STAPLES 00106633	PO0143515	PROCLAMATION FOLDERS	47.96
STUART C IRBY	PO0143515	FUSE/CABLE TIES	10.38
ADMINISTRATIVE SERVICES TOTAL			1,779.81

FUND 10 DEPT 110 - HUMAN RESOURCES

AMAZON MKTPLACE PMTS	PO0143515	DESK TRAY	9.13
HUMAN RESOURCES TOTAL			9.13

FUND 10 DEPT 120 - LEGAL SERVICES

CDW GOVT #JRD8058	PO0143515	LASER PRINTER	275.08
LEGAL SERVICES TOTAL			275.08

FUND 10 DEPT 140 - SAFETY

ABUELOS OKLAHOMA CITY	PO0143515	MEAL/ODOL TRAINING/L ANGUIANO	14.99
OKLAHOMA SAFETY CO	PO0143515	OK SAFETY COUNCIL WORKSHOP FEE	15.00
SAFETY TOTAL			29.99

FUND 10 DEPT 150 - PR/MARKETING

HOBBY-LOBBY #0008	PO0143515	COUNCIL PHOTOGRAPH	50.00
PAYPAL *3CMA	PO0143515	3CMA CONF NATIONAL AWARD RECIPIENT	605.00
STAPLES 00106633	PO0143515	POSTCARDS/PAPER	45.48
PR/MARKETING TOTAL			700.48

FUND 10 DEPT 200 - GENERAL GOVERNMENT

CHICK-FIL-A #02804	PO0143515	(CREDIT) COMMISSION MEETING	(31.09)
JUMBO FOODS	PO0143515	BOTTLED WATER/SODA/COFFEE	92.56
PAYPAL *OKLAHOMAMUN	PO0143515	OML CONF REGISTRATION (5)	1,195.00
RIB CRIB 44	PO0143515	MEAL/COMMISSION MEETING	354.74
SQ *ON THE SIDEWALK	PO0143515	MEAL/COMMISSION MEETING	124.50
GENERAL GOVERNMENT TOTAL			1,735.71

FUND 10 DEPT 210 - ACCOUNTING

CAFE GARCIA	PO0143515	MEAL (7)/DEPT MEETING	73.25
CDW GOVT #JQP0713	PO0143515	BATTERY BACKUP UNITS (5)	621.15
PANEVINO	PO0143515	MEAL (5)/FINANCE DIVISION MTG	60.00
SHERATON DOLPHIN HOTEL	PO0143515	LODGING/APTUS&C CONF/E CRAWFORD	672.48
ACCOUNTING TOTAL			1,426.88

FUND 10 DEPT 250 - INFORMATION TECHNOLOGY

AMAZON MKTPLACE PMTS	PO0143515	SOFTWARE/CABLES	112.21
AMAZON.COM	PO0143515	PRESENTATION REMOTE	117.28
LIVEPERSON, INC	PO0143515	ON LINE CHAT/COE WEB SITE	159.00
INFORMATION TECHNOLOGY TOTAL			388.49

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FUND 10 DEPT 300 - COMMUNITY DEVELOPMENT

VULCAN INC	PO0143515	SIGN BLANKS (7)	150.50
COMMUNITY DEVELOPMENT TOTAL			150.50

FUND 10 DEPT 350 - CODE ENFORCEMENT

NFPA NATL FIRE PROTECT	PO0143515	NFPA MEMBERSHIP/D COLQUITT	175.00
STAPLES DIRECT	PO0143515	BULLETIN BOARD/PHONE CASE	101.88
CODE ENFORCEMENT TOTAL			276.88

FUND 10 DEPT 400 - ENGINEERING

HOLIDAY INN EXPRESS &	PO0143515	LODGING (3)/KAW LAKE PROJECT MEETING	273.00
ENGINEERING TOTAL			273.00

FUND 10 DEPT 700 - PUBLIC WORKS MGMT

ADVANCED WATER SOLUTIO	PO0143515	WATER SOFTENER MAINTENANCE	73.20
ENID WINNELSON CO	PO0143515	COUPLING/CABLE SAW/PLUG	36.76
TLF ENID FLORAL AND GI	PO0143515	FLORAL ARRANGEMENT	54.48
WM SUPERCENTER #4390	PO0143515	COFFEE	16.72
PUBLIC WORKS MGMT TOTAL			181.16

FUND 10 DEPT 710 - FLEET MGMT

AMAZON MKTPLACE PMTS	PO0143515	V628 INVERTER	349.99
STAPLES 00106633	PO0143515	INK CARTRIDGE	51.27
FLEET MGMT TOTAL			401.26

FUND 10 DEPT 730 - PARKS & RECREATION

AMAZON MKTPLACE PMTS	PO0143515	SOAP REFILLS/TRIMMER BLADE/PHONE CASE	111.57
AMAZON.COM	PO0143515	EAR PLUGS (2)	41.98
ATWOOD 01 ENID	PO0143515	FEED SCOOPS/MURIATIC ACID/DRILL BITS	119.87
ENID WINNELSON CO	PO0143515	FITTINGS/TEFLON TAPE/PLASTIC CAP	17.74
F.W. ZALOUDEK CO.	PO0143515	V547 DAMPER ROD	61.87
FOUR J'S TIRE SERV	PO0143515	V508 TIRES (2)	145.26
FOUR J'S TIRE SERV	PO0143515	V546 TIRE	88.84
LESLIES POOLMART #909	PO0143515	CHLORINE TABS	727.46
LOWES #00205*	PO0143515	DRYWALL/FLOORING/CEILING TILE/TOOLS	230.95
NATIONAL RECREATION &	PO0143515	CPRP RENEWAL/K BOEHM	60.00
PP*RAINBOWSUZS	PO0143515	EVENT FLYER	50.00
STUART C IRBY	PO0143515	LIGHT BULBS	69.60
VAN BUREN ONE STOP S	PO0143515	EMP ERROR/REIMB VIA CHECK	40.00
WAL-MART #0499	PO0143515	POOL CONCESSIONS	58.96
WAL-MART #0499	PO0143515	TAB DIVIDERS/CLEANER	153.16
PARKS & RECREATION TOTAL			1,977.26

FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT

3MPRODS SS76025 CREDIT	PO0143515	REFLECTIVE MARKING/LOW BOY	82.75
ALBRIGHT STEEL WIRE EN	PO0143515	TUBE	32.36
FOUR J'S TIRE SERV	PO0143515	V162 TIRE/ORINGS	573.39
FOUR J'S TIRE SERV	PO0143515	V167 TUBES	54.96
FOUR J'S TIRE SERV	PO0143515	V585 TIRES (2)	412.56
HAMPEL OIL DISTRIBUTOR	PO0143515	GREASE	39.64
KINNUNEN SALES AND REN	PO0143515	SEALANT	159.12
SEARS HHO INC 1382	PO0143515	TOOL BOXES (3)	254.97
STRMWTR & ROADWAY MAINT TOTAL			1,609.75

PURCHASING CARD CLAIMS LIST

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FUND 10 DEPT 750 - TECHNICAL SERVICES

ACE HDWE	PO0143515	CLEANER/SPRAYER/HOSE UNION	99.05
ALBRIGHT STEEL WIRE EN	PO0143515	TUBING	23.46
AMAZON MKTPLACE PMTS	PO0143515	COFFEE/SUGAR/LOGO SHIRTS	148.76
AMAZON.COM	PO0143515	SAFETY LOCKS/GLOVES	66.25
A-Z FLOORING AMERICA	PO0143515	BLADES	27.76
CENEX FARMERS 07053606	PO0143515	WEED KILLER	23.75
ENID WINNELSON CO	PO0143515	GLOVES/FLUSHOMETER/INSIDE COVER	69.13
FASTENAL COMPANY01	PO0143515	GROMMETS/BOLTS/DRILL ATTACHMENT	92.01
FOUR J'S TIRE SERV	PO0143515	V442 TIRES (2)	253.14
GRIMSLEY'S, INC.	PO0143515	SOAP/GLOVES/PAPER TOWELS/TRASHBAGS	503.11
HUGHES LUMBER COMPANY	PO0143515	SAW BLADES	13.81
INTUIT *IN *APS FIRECO	PO0143515	FIRE ALARM REPAIR	480.00
JACK'S OUTDOOR POWER E	PO0143515	PLATE TAMPER/COMPACTOR REPAIR/BELTS	309.26
JOHNDROW'S PEST CONT	PO0143515	PEST CONTROL	465.00
JP SUPPLY-WALKER VACUU	PO0143515	PUSH BROOM	19.96
KINNUNEN SALES AND REN	PO0143515	GENERATOR/WIRE/SHOVEL/PICK	1,139.11
LOCKE SUPPLY - ENID	PO0143515	FITTINGS/ADAPTERS/ELBOW	55.70
LOWES #00205*	PO0143515	DOLLY/TRASH CAN/WRENCH/TAPE MEASURE	311.54
MID AMERICA FOOD DISTR	PO0143515	BOTTLED WATER (PALLET)	341.88
MIKE'S TRUCK FARM & WE	PO0143515	WELDING REPAIR	456.53
PARTMASTER	PO0143515	DRILL BITS	753.61
ROTEK SERVICES INC	PO0143515	AIRHANDLER MOTOR	664.00
SHERWIN WILLIAMS 70718	PO0143515	PAINT	32.57
SIGNWAREHOUSE.COM	PO0143515	INK CARTRIDGES (4)/TAPE/LAMINATE	508.00
STUART C IRBY	PO0143515	ELECTRICAL CONNECTORS/BREAKERS	213.53
WW STARR LUMBER ENID	PO0143515	CONCRETE	97.25
		TECHNICAL SERVICES TOTAL	7,168.17

FUND 10 DEPT 900 - LIBRARY

ACE HDWE	PO0143515	SEALANT	31.96
AMAZON MKTPLACE PMTS	PO0143515	XBOX ONE/CLEANER	362.85
BAKER & TAYLOR - BOOKS	PO0143515	BOOKS (51)	733.63
BRODART SUPPLIES	PO0143515	BOOKS (66)	841.05
CENTER POINT L00 OF 00	PO0143515	BOOKS (16)	358.92
HIDEAWAY PIZZA #14	PO0143515	MEAL (2)/SOCIAL MEDIA BOOT CAMP	36.88
HOBBY-LOBBY #0008	PO0143515	PROGRAM SUPPLIES	7.77
JUMBO II LLC	PO0143515	PROGRAM SUPPLIES	13.57
MAKERSPACES.COM	PO0143515	PROGRAM SUPPLIES	32.97
MARCOS PIZZA - 5064	PO0143515	MEAL/SUMMER READING PROGRAM	79.92
MERRIFIELD OFFICE & SC	PO0143515	PROGRAM SUPPLIES	17.08
MIDWEST TAPE LLC	PO0143515	DVD (5)	133.45
MOOD PANDORA	PO0143515	MONTHLY FEE/PANDORA	26.95
PILOT 00007047	PO0143515	V637 FUEL/SOCIAL MEDIA BOOT CAMP	29.82
SP * BREAKOUT INCORPOR	PO0143515	PROGRAM SUPPLIES	125.00
SQ *ON THE SIDEWALK	PO0143515	MEAL (4)/DEPARTMENT MEETING	52.02
TLF*ENID FLORAL AND GI	PO0143515	FLORAL ARRANGEMENT	38.95
WALGREENS #5531	PO0143515	PROGRAM SUPPLIES	7.98
		LIBRARY TOTAL	2,930.77

FUND 10 DEPT 955 - CAPITAL ASSETS & PROJECTS

ALBRIGHT STEEL WIRE EN	PO0143515	M-1713A SQUARE TUBING	212.40
OSBURN SIGNS INC	PO0143515	M-1713A LAMINATE	396.00

PURCHASING CARD CLAIMS LIST

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SQ *A W BRUEGGEMANN	PO0143515	M-1713A BOLTS/WASHERS/NUTS	102.50
		CAPITAL ASSETS & PROJECTS TOTAL	710.90

FUND 12 DEPT 125 - SPECIAL PROJECT

A-ONE INC	PO0143515	REGISTRATION FEES (3)/AONE CONF	750.00
		SPECIAL PROJECT TOTAL	750.00

FUND 20 DEPT 205 - AIRPORT

2000 CED	PO0143515	LIGHT FIXTURE	129.06
AMAZON MKTPLACE PMTS	PO0143515	INK CARTRIDGE/WEEDEATER PARTS	43.85
FASTENAL COMPANY01	PO0143515	MOWER BLADE BOLTS	13.16
JAMIE'S BARNSTORMERS	PO0143515	MEAL (3)/FAA MEETING	36.47
JUMBO II LLC	PO0143515	PILOT SNACKS	54.74
PDQ PRINTING	PO0143515	FUEL TICKETS	660.00
		AIRPORT TOTAL	937.28

FUND 22 DEPT 225 - GOLF

ATWOOD 01 ENID	PO0143515	LIGHTS	59.98
AUTOPAY/DISH NTWK	PO0143515	MONTHLY SERVICE 8/17	139.02
ENID WINNELSON CO	PO0143515	IRRIGATION FITTINGS	24.80
KMART 3128	PO0143515	POPCORN MACHINE	8.40
PDQ PRINTING	PO0143515	BUSINESS CARDS (2)	130.00
SAVE A LOT #24925	PO0143515	SNACKBAR SUPPLIES	76.61
STAPLES 00106633	PO0143515	PRINTER/INK CARTRIDGE	321.96
T&W TIRE ENID	PO0143515	MOWER TIRE	87.50
THE MAIL ROOM LLC	PO0143515	SHIPPING FEES	11.85
WILLIAMS BROADCAST	PO0143515	ADVERTISING	200.00
		GOLF TOTAL	1,060.12

FUND 31 DEPT 230 - UTILITY SERVICES

M&M SUPPLY CO.	PO0143515	PIPE WRENCH	66.84
STAPLES 00106633	PO0143515	DEODORIZER	5.79
STAPLES 00106633	PO0143515	WIRELESS MOUSE/PENS/LABEL TAPE	34.45
		UTILITY SERVICES TOTAL	107.08

FUND 31 DEPT 760 - SOLID WASTE

ATWOOD 01 ENID	PO0143515	HOSE/SPRAY BOTTLES/WD40	46.69
DANDY'S DONUTS	PO0143515	MEAL (12)/DEPT MEETING	30.67
EAGLE CARPORTS INC	PO0143515	DUMPSTER AREA/RECYCLE CENTER SHELTERS	1,690.00
ENID GLASSWORKS	PO0143515	V238 WINDSHIELD	292.45
FOUR J'S TIRE SERV	PO0143515	V294 TIRES (2)	168.74
FOUR J'S TIRE SERV	PO0143515	V296 TIRE	84.37
HOTSY OF OKLAHOMA	PO0143515	GREASE CLEANER	74.00
LOWES #00205*	PO0143515	BOLTS	8.25
LOWES #00205*	PO0143515	V216 SPRING	8.60
WAL-MART #4390	PO0143515	PAPER PLATES/SPOONS/BOWLS	17.58
		SOLID WASTE TOTAL	2,421.35

FUND 31 DEPT 785 - PUBLIC UTILITIES MGMT

ADVANCED WATER SOLUTIO	PO0143515	WATER SOFTENER MAINTENANCE	122.20
CHEESE&COFFEE CAFE/CAT	PO0143515	MEAL/PRETREATMENT CONF/B BRUMMIT	13.86
CHILI'S MENAUL	PO0143515	MEAL/PRETREATMENT CONF/B BRUMMIT	14.70
ELEPHANT BAR # 244	PO0143515	MEAL/PRETREATMENT CONF/B BRUMMIT	3.99
HOLIDAY INN EXPRESS &	PO0143515	LODGING (2)/KAW LAKE PROJECT	182.00

PURCHASING CARD CLAIMS LIST

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HOMEWOOD STES BY HILTO	PO0143515	LODGING/PRETREATMENT CONF/B BRUMMIT	571.85
SWEET TOMATOES 46 Q14	PO0143515	MEAL/PRETREATMENT CONF/B BRUMMIT	11.76
TLF*ENID FLORAL AND GI	PO0143515	(CREDIT) TAX REFUND	(4.55)
WM SUPERCENTER #4390	PO0143515	COFFEE	16.71
		PUBLIC UTILITIES MGMT TOTAL	932.52

FUND 31 DEPT 790 - WATER PRODUCTION

AUTOMATIONDIRECT.COM	PO0143515	BREAKER/HANDLE	238.00
LOCKE SUPPLY WE ENID	PO0143515	FLAT PANEL LED FIXTURES (6)	628.15
STUART C IRBY	PO0143515	HOLE SEALS	50.40
		WATER PRODUCTION TOTAL	916.55

FUND 31 DEPT 795 - WATER RECLAMATION SVS

AMAZON MKTPLACE PMTS	PO0143515	LOGO SHIRTS (5)/PHONE CASES (2)	217.14
AT&T*PREMIER EBIL	PO0143515	IPAD DATA PLAN 7/17	141.08
DENSE MECHANICAL CONTR	PO0143515	FAN TENSION PULLEY	140.00
ENID WINNELSON CO	PO0143515	PIPE/GLUE/PRIMER	258.17
LOCKE SUPPLY WHC ENID	PO0143515	FREON	201.00
STAPLES 00106633	PO0143515	INK CARTRIDGES (2)	205.98
TLF ENID FLORAL AND GI	PO0143515	FLORAL ARRANGEMENT	59.02
WW STARR LUMBER ENID	PO0143515	CONCRETE	15.56
YELLOWHOUSE MACHINERY	PO0143515	BACKHOE BUCKET PINS	59.64
		WATER RECLAMATION SVS TOTAL	1,297.59

FUND 31 DEPT 799 - WASTEWATER PLANT MGMT

ALBRIGHT STEEL WIRE EN	PO0143515	ANGLE IRON	30.12
MUNN SUPPLY	PO0143515	CUT OFF WHEELS	11.44
		WASTEWATER PLANT MGMT TOTAL	41.56

FUND 50 DEPT 505 - 911

DMI* DELL HLTHCR/PTR	PO0143515	COMPUTER ADAPTER	104.99
		911 TOTAL	104.99

FUND 51 DEPT 515 - POLICE

CATOOSA FOOD & BEVERAG	PO0143515	MEAL (6)/AONE CONF	82.70
FOUR J'S TIRE SERV	PO0143515	V2078 TIRES (2)	239.20
FOUR J'S TIRE SERV	PO0143515	V2081 TIRES (4)	554.08
FOUR J'S TIRE SERV	PO0143515	V2125 TIRES (2)	277.04
FOUR J'S TIRE SERV	PO0143515	V2151 TIRES (2)	274.68
FOUR J'S TIRE SERV	PO0143515	V412 TIRES (4)	571.84
HOBBY-LOBBY #0008	PO0143515	CUSTOM FRAME/DRY ERASE BOARD	66.98
LOVE S COUNTRY00000190	PO0143515	V2044 FUEL/CLEET TRAINING	28.07
PEAVEY CORP.	PO0143515	BOXES (4)/PPE	100.00
SIRCHIE FINGER PRINT L	PO0143515	PRINT KITS (8)	268.18
SQU*SQ *QBC DESIGNS FU	PO0143515	V2081 TIRES (4)	118.00
TKR CATOOSA LLC	PO0143515	MEAL (3)/AONE CONF	48.95
TWIN PEAKS - TULSA	PO0143515	MEAL (3)/AONE CONF	46.31
USPS PO 3928270415	PO0143515	SHIPPING FEES	8.77
WM SUPERCENTER #499	PO0143515	BATTERY/GENERATOR/SD CARD	221.76
		POLICE TOTAL	2,906.56

FUND 65 DEPT 655 - FIRE

AMAZON MKTPLACE PMTS	PO0143515	RADIO BATTERIES/EXAM GLOVES	317.35
AMAZON.COM	PO0143515	BRASS FITTINGS (4)	27.40

PURCHASING CARD CLAIMS LIST

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ATWOOD 01 ENID	PO0143515	GRINDER/VALVE CAPS	152.12
B J APPLIANCE	PO0143515	COOKTOP/VENT HOOD	635.00
BRADFORD INDUSTRIAL SP	PO0143515	LIQUID LINE FILTER DRYER	20.56
CVS/PHARMACY #10102	PO0143515	BEVERAGES	12.57
CYCLEPARTSNATION.C	PO0143515	V1029 GASKETS	38.73
FASTENAL COMPANY01	PO0143515	MASONARY FASTENERS	13.88
ISS/PARTDEAL.COM	PO0143515	TOOL KIT/SPLICER FITTINGS (9)	316.96
LOWES #00205*	PO0143515	DUST PAN (2)	6.46
N.B.F.S.P.Q.	PO0143515	FIRE SERVICE CERTIFICATION/M SCHATZ	17.50
RED RIVER PUMPS	PO0143515	EMP ERROR/REIMB VIA CHECK	6.58
UNITED LINEN	PO0143515	KITCHEN/SHOP TOWELS	36.68
WM SUPERCENTER #499	PO0143515	CAR CHARGERS (6)	29.28
FIRE TOTAL			1,631.07

FUND 99 DEPT 995 - EPTA

AMAZON MKTPLACE PMTS	PO0143515	BATTERY/CHARGING PORT	62.93
LOWES #00205*	PO0143515	LIGHT FIXTURES (2)	169.94
EPTA TOTAL			232.87

JP MORGANCHASE CLAIMS LIST TOTAL \$ 35,364.76

City Commission Meeting

12.1.

Meeting Date: 08/15/2017

Submitted By: Courtney O'Brien, Executive Assistance

SUBJECT:

CONSIDER AWARD OF CONTRACT TO WARREN POWER AND MACHINERY DBA WARREN CAT, OKLAHOMA CITY, OKLAHOMA, FOR THE LEASE OF A SCRAPER PLUS AN EXTENDED WARRANTY FOR THE ENID LANDFILL.

BACKGROUND:

In the budget process it was determined by the staff of the Public Utilities Division that the landfill is in need of an additional Scraper unit. The current CAT Scraper in use at the landfill is ten or more years old and exceeds 6000 hours. The Oklahoma State Purchasing Contract SW192 with WARREN POWER AND MACHINERY DBA WARREN CAT, provided the following quote :

Purchase	\$840,322.00
Lease with Purchase Option after 5 years	\$11,950.00 monthly for 5 years, After 5 years purchase option \$299,145.00
Lease with No Purchase Option after 5 years	\$11,950.00 monthly for 5 years

Based on the bids received, it is staff's recommendation to award a contract to WARREN POWER AND MACHINERY DBA WARREN CAT, OKLAHOMA CITY, OKLAHOMA, for a 5 year lease with no purchase option after 5 years in the amount of \$11,950.00 per month for 5 years. The lease holder for Warren Cat on the proposed Scraper is Caterpillar Financial Services Corporation. Lease documents will be brought for approval at a future meeting.

RECOMMENDATION:

Award contract to Warren Power and Machinery DBA Warren Cat, and authorize the Mayor to execute all contract documents.

PRESENTER:

Louis Mintz, Public Utilities Director

Fiscal Impact

Budgeted Y/N: Y

Amount: \$180,000.00

Funding Source:

Enid Municipal Authority

Attachments

State Contract
Finance Proposal
Warren Cat Bid



State of Oklahoma
Office of Management and Enterprise
Services, Central Purchasing

Statewide Contract Addendum

This addendum is added to and is to be considered part of the subject contract.

Contract Issuance Date: 05/29/2014

Statewide Contract #: SW-192

Contract Title: Construction Equipment

Addendum Date: 09/09/2015

Addendum #: 2

This addendum serves to clarify the Lease Purchase method of payment as used when purchasing equipment from this contract. The following replaces the clause in the original solicitation.

C.11 Payment Methods

C.11.1 Payment method by State Agencies will be the effective state wide fleet fuel and maintenance card, the State purchase card, or Purchase Orders.

C.11.2 Payment method by other government entities (Cities, Counties, Municipalities, Schools, and other State governments will be as in C.11.1 above or other purchasing methods, such as leasing, as allowed by their purchasing guidelines, regulations or statutory mandates.

C.11.3 LEASE PURCHASE

C.11.3.1

For County Purchases: When the method of payment will be in the form of a Lease Purchase by a county, making a purchase by using the statewide contract pricing, the Management Services Division of the State Auditor and Inspectors (SAI) Office has encouraged the use of an approved agreement form, Lease Purchase of Equipment Form 120B, as well as a Full Warranty Lease form, developed by their office. The State Auditor and Inspectors Office, through its Constitutional Authority, Article VI, Section 19, establishes accounting procedures and forms and provides assistance to counties and other forms of local government. Link to the forms listed on the State Auditor Website:

https://www.sai.ok.gov/publications_forms/county_clerk.php?action=showform&formdiv=5

For those Government Entities subject to the Oklahoma Bond Oversight and Reform Act: 62 O.S. Section 695.1 et seq., the Council of Bond Oversight reviews and must approve any request for financing by a State Government Entity. (All state and local government entities) The State Bond Advisor's Office serves as staff to the Council of Bond Oversight. See Chapter 10. Administration of the Oklahoma Bond Oversight and Reform Act (Administrative Rules) Link to the Council of Bond Oversight Website:

http://www.ok.gov/bondadvisor/Bond_Oversight/index.html

Lease Purchase Rates may be adjusted during the contract period. All lease purchase agreements established by using prices obtained from Suppliers listed as a participant in this competitively bid statewide contract shall be included in the total sales reported by the vendors.

**ATTACHMENT E
SITE DUMPERS (Track and Wheeled)**

If you have different discounts for different sizes of equipment or options, you WILL have to list the items. If you need more space, attach sheets in the same format as this one.

Type of Equipment	Brand Name	Price Book/Catalog Date of Manufacturer's Current Published Retail Price List	Percentage off discount %
All Series 621, 623, and 627 Wheel Tractor Scrapers and subsequent models	Caterpillar	Caterpillar Price List 2 January 2015	17%
All series 725, 730, 735, and 740 Articulated Dump Trucks and subsequent models	Caterpillar	Caterpillar Price List 2 January 2015	26%
All Caterpillar Work Tools ordered with machine	Caterpillar	Caterpillar Price List 2 January 2015	Same Discount as Machine Model
Caterpillar Work Tools ordered without machine order	Caterpillar	Caterpillar Price List 2 January 2015	15%
Note: Statewide Contract SW-192 special conditions are detailed on page 16B for qualified agencies regarding leasing, trade-in equipment, extended warranties, guaranteed repurchase and leases with residual of Caterpillar products.			

Attachments/Accessories: 15 %

Options: same as machine % Trade-Ins: X Available Not Available (include any special Conditions on a separate sheet)

Multiple Unit discount: 3 % (In addition to the equipment discount) based on X Units purchased
Dollar amount

If Units, how many? 3 If dollar amount, how much? _____



Statewide Contract Addendum

This addendum is added to and is to be considered part of the subject contract.

Contract Issuance Date: 05/29/2014

Statewide Contract #: SW 192

Contract Title: Construction Equipment

Addendum Date: 05/31/2017

Addendum #: 5

This Addendum serves to extend this contract for an additional period of 180 days through November 28, 2017.

Contact Information

Website:

Company Name	Warren Power & Machinery
Doing Business as (if applicable)	Warren CAT
Contact Person for Solicitation Response	Buzz McDonald
Phone	405 246 6072
Email	buzz.mcdonald@warrencat.com
Fax	405 563 9412
Address For Purchase Orders-Number & Street-Post Office Box (some companies have ordering addresses that are are different than the payment address)	PO Box 270720
City, State, Zip	Oklahoma City, OK 73127
Contact Person for Contract/Ordering/Price Information/Equipment Additions/Changes/Discontinuations	
Contact Name	Buzz McDonald
Phone	405 246 6072
Fax	405 563 9412
Email	buzz.mcdonald@warrencat.com
Secondary Contact for Contract/Ordering	Phil Hawkins HOWARD WICKERSHAM
Phone	405 945 3412 405 213-9516
Fax	405 563 9412
Email	phillip.hawkins@warrencat.com HOWARD.WICKERSHAM@WARRENCAT.COM
Address For Payment-Number & Street-Post Office Box (some companies have a different Payment/remittance address than the ordering address)	PO Box 842116
City, State, Zip	Dallas, TX, 75284-2116
Contact Person/Department for payment	Shanna Stevens
Phone	405 945 3460
Fax	405 563 9418
Email	shanna.stevens@warrencat.com
Counties You can provide products/warranty service/repair parts to	<input checked="" type="checkbox"/> All counties in Oklahoma OR just these counties: _____
(Include any special conditions, such as territory or district maps on a separate sheet)	
Payment Discount (i.e. 15 days)	Net 30 days
Supplier will be responsible for notifying the contracting officer when the contact information changes.	Notes: (Special ordering instructions-please attach any special instructions on a separate sheet)

H. PRICE AND COST

The State of Oklahoma is requesting pricing for construction equipment. The pricing matrix is a percentage off the Manufacturer's list price. Vendors can submit actual pricing schedules for their equipment though, with the percentage discount already figured.

The State of Oklahoma has been a leader in the push for State use of CNG-powered vehicles. If you have products that are fueled by means other than gas or diesel fuel, and that are considered environmentally friendly, please include them in your response.

Manufacturers responding please include a listing of Distributors/Dealers for the State of Oklahoma to include Name of business, Address, contact names, phone numbers, fax numbers, email addresses and websites.

Suppliers must submit specifications for all equipment bid, as well as options available. Please submit these specifications on a cd or dvd or flash drive. It is preferred that vendors have a website where customers can go and view the products. The Central Purchasing Statewide Contract website will be updated as necessary.

The manufacturer's price list date that you are being asked to provide is considered the "starting point" of the contract and is to be used as a measurement of price increases throughout the contract. (i.e. at the end of the contract year, the purchases will be compared to annotate any price changes that were made.) You will be expected to provide brochures and descriptive literature to those customers who request it and the contracting officer responsible for the maintenance of the contract. Although you will not be required to send actual pricing sheets as the prices are updated, you will be required to notify the contracting officer when there are price increases and a note will be made to the website where your contract will be located.

The Supplier will be expected to notify the Contracting Officer of any changes in the Company status, such as mergers, sell offs, discontinuation of equipment, addition of equipment lines and changes in the contact information for the contract. It is imperative that the Contracting Officer be able to contact someone at all times during business hours, especially when helping an entity make a decision on equipment they want to purchase.

With the age of technology, customers are more likely to use the internet to research the equipment they are interested in buying. We will put a link to your website on the contract website. Please provide a guide to the use of your website if you require a name and password to access current pricing, if listed, at no subscription cost to the State of Oklahoma. Also, please provide any additional enhancements such as any special ordering features available to users or a site with pricing specific to the Oklahoma contract even though we are not requiring you to offer a direct link to the Oklahoma-specific contract pricing or your current price lists.

Website: www.warrenca.com

Log-in required? Yes No

Government entities who will be buying from this contract will be expected to provide their accounting offices with a pricing sheet or pricing sheet reference data at the time they prepare their payment method. This pricing sheet will clearly state the Price Book/Catalog Number and Date. This sheet is to be attached to the quote provided by the Supplier. The quote will reference the Statewide contract number being used for the purchase. All set up charges, testing, and freight charges are to be included in the total price less discount offered.

Discounts offered will remain the same or can be increased throughout the contract period. Multiple Unit discounts are encouraged.

OEM Repair Parts: 0 % After Market Parts: 0 %

Extra manuals, warranties and tools:

Electronic (cd, dvd) Repair Parts manual: 0 % "Hard Copy" Repair parts manual: 0 %

Electronic (cd, dvd) Operator Manual: 0 % "Hard Copy" Operator's manual: 0 %

Electronic (cd, dvd) Service Manual: 0 % "Hard Copy" Service Manual: 0 %

Extended Warranty offered? Yes No If yes, please attach information for the extended warranty purchase. Discount offered 0 %

Scan tools (for diagnostics) offered? Yes No %

Diagnostic software and hardware included with equipment? Yes No If yes, please attach information.



Warren CAT

4501 W. Reno
Oklahoma City, OK 73127
405-947-6771
Fax: 405-945-3420

30 November 2015

Ms. Joyce Leivas
Contracting and Procurement Officer
Office of Management and Procurement Services
Will Rogers Building
Oklahoma City, OK

RE: Vendor Supplied Lease Purchase Financing

Warren Cat is pleased to offer lease purchase financing for Statewide Contracts SW190, SW-191, SW-192, SW-193, SW-194, SW-195, SW-196, SW-197, and SW-198.

We offer two rates depending on the length of term: Rates not to exceed 2.95% APR for terms up to 60 months. Rates not to exceed 3.35% APR for terms of 61 to 84 months. These rates will be effective for sales from this date to 30 June 2016.

We strongly support lease purchasing capability for statewide contracts and anticipate that many users who do not have the unencumbered funds to purchase outright will now be able to utilize the savings afforded by statewide contract purchasing.

Sincerely,

A handwritten signature in cursive script that reads "Phil Hawkins".

Phil Hawkins,

Western Region Sales Manager

WARREN EQUIPMENT
STATEWIDE CONTRACT SW-192
SPECIAL CONDITIONS

1. **TRADE-INS** Warren Caterpillar will accept trade-in on units purchased on Statewide Contract SW-192. Trade in values will be determined at time of transaction and deducted from the purchase price per paragraph C9.4 instructions.
- 2.
3. **EXTENDED WARRANTY** Caterpillar standard machine warranty is included in the pricing discount shown on each schedule A thru J. In addition extended warranties are available at Caterpillar's published additional cost at time of purchase.
- 4.
5. **VENDOR SUPPLIED LEASING** Full payout leases, leases with residual values, and leases with guaranteed repurchase are available for qualified counties and other agencies utilizing State Auditor and Inspector form 120-B format in accordance with Oklahoma Statute.
- 6.
7. **ATTACHMENTS** Caterpillar attachment pricing is listed on each individual schedule. Non-Caterpillar attachments pricing will be determined at time of purchase.

Caterpillar Financial Services Corporation

Finance Proposal

CUSTOMER

Name: CITY OF ENID

Address
 City
 State
 Zip code
 County

Good if:
 Acknowledged by Sep-12-17
 Funded by Sep-12-17

DEALER

WARREN POWER & MACHINERY, INC
 Sales person
 Dealer contact
 Telephone

Quote number 553-7482
 Fax number
 Quote date 07/26/2017
 Quote time 13:51:39

FINANCE PROPOSAL

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Financing type CAT VALUE OPTION	Purchase option Stated option
Number of payments 60 Monthly	Equipment Construction
Payments in Arrears	Quoted by servijm
	Report created by servijm

	Model	ADR Code	Ann. Hours	Qty	Amount Financed	Payment	Purchase Option
New	623K	15.00	1500	1	840,622.00	11,950.00	299,145.00

Special Conditions:

623K
 Serial Number - WTB00248, Model Year - 2017, Standard Environment; Major Attachments-Tires, Cab, Air Conditioning; Blades/Buckets/Rippers-Autolube, Grade Control; Other Blades/Buckets/Rippers-ARO READY

	Model	Insurance	Payment w/Insurance
New	623K	817.76	12,767.76

The estimate for insurance is provided through Caterpillar Insurance Company (Provided by Westchester Insurance Company in Rhode Island) and is not an offer to contract for insurance.

CONDITIONS

Insurance: The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named on the policies, as loss payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.

Taxes: All taxes are the responsibility of the customer and may or may not be included in the above payment amounts. Under the CAT Master Tax Lease and CAT Long Term Rental Agreement, a lessee is required to indemnify the lessor for loss of tax benefits.

Equipment: The equipment cannot be delivered until all documents are executed by CFSC. All equipment must reside in the United States at all times.

Approval: This proposal is subject to, among other things, final pricing, credit approval and document approval by CFSC.

The terms and conditions outlined herein are not all-inclusive and are based upon information provided to date. This proposal may be withdrawn or modified by Lessor at anytime. This proposal does not represent an offer or commitment by CFSC to enter into a transaction or to provide financing, and does not create any obligation for CFSC. A commitment to enter into the transaction described herein may only be extended by CFSC after this transaction has been approved by all appropriate credit and other authorities within CFSC.

Please indicate your acceptance of this proposal by executing this proposal and returning it to my attention along with the Proposal Fee at the address below. Please be sure to indicate which financing option you have accepted.

Caterpillar Financial Services Corporation
 2120 West End Avenue, Nashville, TN 37203
 (615)-341-1000

We appreciate the opportunity to provide you a proposal for this transaction.

Caterpillar Financial Services Corporation

Finance Proposal

Proposed by:

Acknowledged by:

Caterpillar Financial Services Corporation

CITY OF ENID

Date



Quote 184705-01

August 1, 2017

CITY OF ENID
ATTN ACCOUNTS PAYABLE
1500 W POPLAR AVE
ENID, OKLAHOMA 73703-3344

Attention: City of Enid

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New CATERPILLAR Model: 623K ARO Wheel Scraper with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER:C83241 **SERIAL NUMBER:**OWTB00248

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Michael J. Smith

Michael Smith
Machine Sales Representative

One (1) New CATERPILLAR Model: 623K ARO Wheel Scraper with all standard equipment in addition to the additional specifications listed below:
STANDARD EQUIPMENT

POWERTRAIN-TRACTOR:-Throttle Lock-C13 ACERT with MEUI-Transmission:-Cat engine brake-8 speed planetary powershift-Electric start, 24V-ECPC Control-Air cleaner, dry type with precleaner-APECS software-Fan, Hydraulic-Programmable top gear selection-Ground level shutdown-Transmission hold-Radiator, aluminum unit core,-Differential Lock-9 fins per in.-Guard, powertrain-Guard, crankcase-Tire Spin Reduction-Muffler (Only for Less or Non-Ground Speed Control-Regulated Regions Engine-Machine Speed Limit-Arrangement Only)-Differential Lock Protection-Starting aid, ether-**SCRAPER:**-Braking system:-Braking system:-Primary and Secondary, wet disk,-Primary and Secondary, wet disk,-hydraulic-hydraulic-Parking,hyd. release,spring applied

ELECTRICAL-TRACTOR:-Floodlight,(2) cutting edge-Alternator, 150 amp-and (1) bowl, halogen-Batteries (4), 12 Volt, 1000 CCA-Side Vision (2) halogen-maintenance free, high output-**SCRAPER:**-Electrical system, 24V-Alarm, backup-Lighting system:-Lighting system-Headlights,halogen-Brake lights, LED-Turn signals-Turn signals with hazard function, LED-with hazard function, LED

OPERATOR ENVIRONMENT-TRACTOR:-Windows, right side emergency egress-HVAC system, heat, AC, defrost-Windows, sliding-Thermostat control of HVAC system-Windows, laminated,zippered in-Coat hook-Windshield wipers, front and rear-Lunch box platform with holding strap-windows,includes washers-Diagnostic connection (2)-Door lock-12V power ports (2)-Messenger Display -Differential lock (1)-gauges, warnings include:-Dome courtesy light-Coolant temp-Horn, electric-Engine oil temp-T-Handle implement control-Hydraulic oil temp-Mirror, rear view-DPF temp-Radio ready-Fuel level-ROPS/FOPS cab, pressurized-Park brake-Keypad Switches-Implement lockout-Throttle lock-Brake system-Wipers/washers-Regeneration required-Hazard lights-Throttle lock-Retarding Level select-System voltage-Work Lights on, off-Secondary steering-Information mode-Bail down-on Messenger Display-Ejector auto-Safety Tab Rocker Switches:-Diff lock-Regeneration control-Apron float-(Tier 4 Final/ EU Stage IV only)-Transmission hold-Parking Brake-Cushion hitch-Seat belt, static two-piece-High beam lights-Seat, Cat Advanced Ride Management-Action lamp-(CARM), Cat comfort series 3,-Engine speed, rpm-rotates 30 degrees-Gear selection-Steering wheel, tilt, telescoping,-Dpf fill levels-padded

FLUIDS-Extended Life Coolant to -37C (-34F)

OTHER STANDARD EQUIPMENT-TRACTOR:-Heater, engine coolant 120V-Advanced Cushion Hitch-**SCRAPER:**-Accumulators (cushion hitch) with-Bowl-Canadian Registration Number (CRN)-23 cubic yard, heaped-Fast oil change-17.6 cubic yard, struck-Fenders, non metallic-Vandalism locks-Rims (2)-Elevator with 15 flights-Tow pin, front-Hydraulic Position Sensing-Vandalism locks-Cylinder (bowl lift)

MACHINE SPECIFICATIONS

Description	Reference No	List Amount
623K WHEEL TRACTOR-SCRAPER T4F	373-8501	\$911,880.00
STANDARD CERTIFICATION AR	373-8589	
STANDARD START ATTACHMENT	336-2306	
GRAVITY FILL GP	315-1200	
HID WORK LIGHTS	320-9575	\$3,555.00
CAB PRECLEANER	428-8768	\$640.00
NON-POWERED ACCESS GP	309-4760	
TIRES, 33.25R29 BS VLT ** E2A	264-1408	(\$2,820.00)
FILMS AR - U.S. (ANSI)	373-8584	
PRODUCT LINK, CELLULAR PLE641	499-5521	
SEQUENCE ASSIST AR	373-8509	\$3,605.00
CAT GRADE CONTROL W/LD ASSIST	424-4447	\$42,350.00
CAMERA AR-WAVS	373-8576	\$5,130.00
BEACON LIGHT, CAB ROOF	449-0260	\$349.00
DOMESTIC TRUCK,TR/SCR COMBINED	0P-0255	

Caterpillar 2017 List Price	\$966,099.00
Ext Warranty	Included
Statewide contract SW192 Discount (17%)	<\$125,777.00>
Net Statewide Contract Sales Price	\$840,322.00

WARRANTY

Standard Warranty: Standard 12 Month Unlimited Hour Full Machine Coverage

Extended Warranty: 623 GOVERNMENT 60 / 7500 PREMIER

F.O.B/TERMS

Enid

Cat Finance Doc Fee – Lease Option \$300.00

City Commission Meeting

12.2.

Meeting Date: 08/15/2017

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$333,762.69.

Attachments

Claimslist

JP Morgan Claimslist

City Commission Meeting

15.1.

Meeting Date: 08/15/2017

Submitted By: Korina Crawford, Executive Assistant

SUBJECT:

APPROVE AND EXECUTE AN ECONOMIC DEVELOPMENT SERVICES CONTRACT FOR FISCAL YEAR 2017-2018 BETWEEN ENID ECONOMIC DEVELOPMENT AUTHORITY AND ENID REGIONAL DEVELOPMENT ALLIANCE, INC. (ERDA), IN THE AMOUNT OF \$550,000.00, AND AUTHORIZE THE CHAIRMAN TO EXECUTE ALL CONTRACT DOCUMENTS.

BACKGROUND:

The purpose of this contract is for ERDA to promote the economic development of Enid by, including, but not limited to, advertising Enid to potential new industries, attracting new industries to Enid, retaining existing jobs, creating additional jobs by the expansion of existing industry, and providing such capital improvements that may be required to locate such new industry or to retain or expand existing industry. Alliance shall use its good faith and best efforts to fulfill the following work, goals, and priorities. Such scope of work includes the following objectives.:

- a. Develop and implement a mission statement, goals, and program of work for comprehensive economic development for Enid.
- b. Attract new jobs with an emphasis on higher paying jobs.
- c. Facilitate expansion and job growth in existing businesses.
- d. Develop, package, and recommend performance based local incentives to enhance the creation of new jobs (shell buildings, low interest financing, job credits, tax inducements, etc.).
- e. Raise per capita income and median household income in Enid and Garfield County.
- f. Achieve a population growth rate above the average of that of the state of Oklahoma.

This contract shall be effective from the 1st day of July, 2017 through the 30th day of June, 2018, and is in the amount of \$550,000.00.

RECOMMENDATION:

Approve and execute contract with ERDA and authorize the Chairman to execute all contract documents.

PRESENTER:

Carol Lahman, Interim City Attorney

Fiscal Impact

Budgeted Y/N: Y

Amount: \$550,000.00

Funding Source:

Enid Economic Development Authority

Attachments

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

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

WITNESSETH

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

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

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

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

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

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

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

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

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

- a. Develop and implement a mission statement, goals, and program of work for comprehensive economic development for Enid.
 - b. Attract new jobs with an emphasis on higher paying jobs.
 - c. Facilitate expansion and job growth in existing businesses.
 - d. Develop, package, and recommend performance based local incentives to enhance the creation of new jobs (shell buildings, low interest financing, job credits, tax inducements, etc.).
 - e. Raise per capita income and median household income in Enid and Garfield County.
 - f. Achieve a population growth rate above the average of that of the state of Oklahoma.
3. Term. This contract shall be effective from the 1st day of July, 2017, through the 30th day of June, 2018.
 4. Budget. In order to be considered for future fiscal year funding, on or before April 30, 2018, Alliance shall submit a budget to EEDA's Trust Manager for the following July 1st through June 30th fiscal year.
 5. Compensation. Alliance will be compensated in the amount of five hundred fifty thousand dollars (\$550,000.00) to provide economic development services as described in Paragraph 2 to be paid in four (4) equal quarterly installments. Alliance shall invoice EEDA quarter and such invoices shall generally be paid within thirty (30) days.
 6. Independent Contractor Status of Alliance. Alliance is a separate, legal entity subject to direction and control by its board of directors, and the parties make this contract accordingly. All persons working for Alliance under this contract shall be employees of Alliance and shall not be considered employees of EEDA. The hiring, discharge, supervision, and management of the employees of Alliance who provide services under this contract, including, but not limited to, the determination from time to time of the qualifications of such Alliance employees who are required to perform the duties of Alliance, and the establishment, revision, and administration of wage scales, rates of compensation, conditions of employment, and job and position descriptions with respect to all such employees of Alliance hereunder shall be within the sole direction of Alliance.
 7. Non-Discrimination. The parties covenant (1) that no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the

terms of this contract on the ground of race, color, age, sex, handicap, or national origin; and (2) that, in carrying out the terms and conditions of this contract, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or national origin.

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

13. Interpretation of Law. This contract shall be deemed to have been made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma.
14. Notices. Whenever notice is required to be given in writing, such notice shall be hand-delivered or mailed by certified mail, return receipt requested, and directed to the respective parties at the following addresses:

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

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

or at such other address as a party shall specify by like notice to the other party hereto. Notice shall be effective on the date of delivery.

15. Assignment. Neither party shall assign this contract or any interest herein without the express, written consent of the other party.
16. Indemnification and Hold Harmless. Alliance shall defend, indemnify and hold harmless the EEDA and any and all officers, agents and employees of the EEDA, against all damages, including but not limited to, any loss, liability, expense, suit, or claim for injury to persons or damages to property arising out of the activities of Alliance, its employees and agents under or in connection with this contract, whether or not any act or omission complained of is authorized, allowed or prohibited by Contractor and all reasonable expenses together with all damages and penalties thereto. Expenses shall include, without limitation, all out-of-pocket expenses, attorney's fees, witness fees, and discovery costs.
17. Construction. Captions and other headings contained in this contract are for reference and identification purposes only and do not alter, modify, amend, limit, or restrict the contractual obligations of the parties.
18. Integration and Amendments. This contract constitutes the entire agreement between the parties and may not be amended, altered, modified or changed in any way except in writing signed by all parties to this contract and which specifically references this contract. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this contract. No course of dealings involving the parties hereto and no usage of trade shall be relevant or admissible to interpret, supplement, explain or in any way vary any of the terms expressly set forth in this Agreement. Any amendment to this contract shall be attached to this contract and all of the terms in this contract not addressed in the amendment shall remain in full force and effect.
19. Binding Effect. This contract binds the parties and any successors and assigns of the parties.

20. Severability. If any one or more of the sections, sentences, clauses, or parts be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this contract.
21. Counterparts. This Contract may be executed in any number of counterparts, and when each party has signed and delivered to the other at least one such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one agreement; provided, however, this contract shall not be binding upon the parties hereto until signed by all of the parties.
22. Third Party Beneficiaries. Nothing in this contract, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Agreement, except as provided expressly herein.
23. Good Faith and Best Efforts. City and Contractor agree to perform obligations under this Contract in good faith and to use their respective best efforts to ensure that the each perform in a timely manner.
24. Identity Theft Prevention. Alliance, for itself, successors, assigns, and subcontractors agree to familiarize themselves with 16 CFR § 681, Identity Theft Rules and 24 Okla. Stat. § 161 et seq., the Security Breach Notification Act. Alliance agrees to meet or exceed the guidelines set out in those laws, including, but not limited to, its policies and procedures regarding training of personnel, use of any personal information obtained, and reporting of “Red Flag” events.
25. Governmental Tort Claims Act. By entering into this Agreement, EEDA and its “employees,” as defined by the Governmental Tort Claims Act, 51 Okla. Stat. § 151 et seq., do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Agreement modifies and/or waives any provision of the Local Government Tort Claims Act.
26. Employment Verification. The EEDA requires all contractors to verify that employees working pursuant to contracts with the EEDA are legally authorized to work in the United States. Alliance agrees to verify and document the employment eligibility of all employees who may perform services pursuant to this Contract. Alliance also agrees to require all subcontractors who perform services under this Contract to verify and document the employment eligibility of all employees who may perform services pursuant to this Contract.

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

Date Signed: _____

"EEDA"
Enid Economic Development Authority,
a Public Trust

William E. Shewey, Trust Chair

(SEAL)

ATTEST:

Alissa Lack, Secretary

Approved as to form and legality:

Carol Lahman, Interim City Attorney

Date Signed: _____

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

Brent Kisling, Executive Director

WITNESS:

Signature

Printed Name and Title

City Commission Meeting

15.2.

Meeting Date: 08/15/2017

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$6,000.00.

Attachments

Claimslist

JP Morgan Claimslist

City Commission Meeting

18.1.

Meeting Date: 08/15/2017

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$3,256.62.

Attachments

Claimslist

JP Morgan Claimslist
