



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 7th day of September, 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 15, 2017 AND THE SPECIAL COMMISSION MEETING OF AUGUST 30, 2017.
5. AWARDS, PRESENTATIONS, PROCLAMATIONS, AND ORGANIZATIONAL BUSINESS.
 1. PRESENT PET AVAILABLE FOR ADOPTION AT THE CITY ANIMAL SHELTER.
 2. "WALK 4R KIDS DAY" PROCLAMATION.
 3. "ENID ROTARY CLUB 100 YEAR" PROCLAMATION.
6. HEARINGS.

1. NONE.
7. COMMUNITY DEVELOPMENT.
 1. NONE.
8. ADMINISTRATION.
 1. CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 3, ENTITLED "BUSINESS AND LICENSES," CHAPTER 3, ENTITLED "FOOD SERVICE ESTABLISHMENTS," SECTION 3-3-12, ENTITLED "MOBILE FOOD VENDORS"; TO PROVIDE FOR MULTIPLE LOCATIONS; TO INCLUDE SALES TAX EXEMPTIONS FOR FARM PRODUCTS WHEN SOLD WHERE GROWN; TO SHORTEN AND SIMPLIFY THE APPLICATION PROCESS; AND TO LIMIT BACKGROUND CHECKS TO MOBILE FOOD VENDORS THAT CANVAS RESIDENTIAL AREAS CATERING TO CHILDREN AND TO REDUCE THE DISTANCE RESTRICTIONS FROM 150 FEET TO 100 FEET; AND TO ADOPT SECTION 3-3-13, ENTITLED "SEASONAL FOOD ESTABLISHMENTS" WHICH INCLUDES PRIOR REGULATIONS FOR SNOW CONE AND FRUIT AND VEGETABLE STANDS; TO INCLUDE SALES TAX EXEMPTIONS FOR FARM PRODUCTS WHEN SOLD WHERE GROWN; TO SHORTEN AND SIMPLIFY THE APPLICATION PROCESS; TO ALLOW SEATING TO BE APPROVED FOR SEASONAL FOOD ESTABLISHMENTS BY THE PROGRAM ADMINISTRATOR, PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.
 2. SELECT AND AWARD COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING TO A LOCAL ORGANIZATION TO ADMINISTER THE AFTER SCHOOL YOUTH PROGRAM FOR THE CITY OF ENID, IN THE AMOUNT OF \$59,122.00.
 3. CONSIDER A RESOLUTION SUPPORTING CONTINUED PARTICIPATION IN MAIN STREET PROGRAMS.
 4. CONSIDER A REQUEST FOR INSET PARKING AT THE PARK AREA ALONG STONERIDGE LANE AND AT THE COMMUNITY BUILDING ALONG NORTHRIDGE LANE, IN FORESTRIDGE FIRST ADDITION, BLOCKS 1-4.
 5. CONSIDER A RESOLUTION AUTHORIZING A GENERAL FUND TRANSFER OF \$22,282.00 TO THE ENID PUBLIC TRANSPORTATION AUTHORITY.
 6. APPROVE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH MR. MIKE COOPER, FOR MILITARY LIAISON CONSULTING SERVICES.
 7. APPROVE AND EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF ENID AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF).
9. CONSENT.
 1. ACCEPT A UTILITY EASEMENT AND HIGHWAY DEDICATION DEED FROM LOVE'S HOSPITALITY, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, FOR THE MICROTEL INN SITE PLAN APPROVAL FOR THE DEVELOPMENT AT THE NORTHEAST CORNER OF U.S. HIGHWAY 412 AND 42ND STREET.

2. ACCEPT DRAINAGE EASEMENT, PUBLIC UTILITY EASEMENT, AND TWO HIGHWAY DEDICATION DEEDS FROM LOVE'S TRAVEL STOPS & COUNTRY STORES, INC., AN OKLAHOMA CORPORATION, FOR THE DEVELOPMENT AT THE NORTHWEST CORNER OF U. S. HIGHWAY 412 AND 42ND STREET.
3. ACCEPT SANITARY SEWER (S-1505), ROAD (R-1508), AND WATER (W-1506) IMPROVEMENT PROJECTS TO SERVE LOVE'S TRAVEL STOP AT THE NORTHWEST CORNER OF U.S. HIGHWAY 412 AND 42ND STREET.
4. ACCEPT PUBLIC ACCESS EASEMENT FROM STK FINANCIALS, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, EDMOND, OKLAHOMA, FOR LOT 1, BLOCK 8, WILDERNESS COVE 2ND ADDITION.
5. ACCEPT A PROJECT WITH RICK LORENZ CONSTRUCTION INC. OF ENID, OKLAHOMA, FOR THE BOX CULVERT REPLACEMENT ON EAST CHESTNUT AVENUE, WEST OF 66TH STREET, PROJECT NO. F-1708A.
6. ACCEPT THE PROJECT WITH LUCKINBILL, INC., ENID, OKLAHOMA FOR THE 2016 SANITARY SEWER POINT REPAIR PROGRAM, PROJECT NO. S-1609A.
7. ACCEPT PROJECT WITH MIES CONSTRUCTION, INC., WICHITA, KANSAS, FOR WEST OAKWOOD DETENTION FACILITY, PROJECT NO. F-1603C.
8. APPROVE CHANGE ORDER NO. 1 TO LUCKINBILL INC., FOR OAKWOOD ROAD SANITARY SEWER RELIEF LINE AND ACCEPT THE PROJECT, IN THE AMOUNT OF \$48,029.00, PROJECT NO. S-1508A.
9. APPROVAL OF CLAIMS IN THE AMOUNT OF \$1,351,302.37.
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. AWARD AND EXECUTE THE PURCHASE OF ONE 310SL BACKHOE LOADER FOR THE PUBLIC UTILITIES DIVISION, FROM YELLOWHOUSE MACHINERY COMPANY, ENID, OKLAHOMA, IN THE AMOUNT OF \$99,707.20.
 2. APPROVAL OF CLAIMS IN THE AMOUNT OF \$298,713.33.
13. ADJOURN TO CONVENE AS THE ENID ECONOMIC DEVELOPMENT AUTHORITY.
14. TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY REGULAR MEETING.
15. ENID ECONOMIC DEVELOPMENT AUTHORITY REGULAR MEETING.
 1. CONSIDER APPROVAL OF FINAL PLANS AND SPECIFICATIONS FOR THE DOWNTOWN HOTEL PER THE MASTER DEVELOPMENT AGREEMENT.

2. APPROVAL OF CLAIMS IN THE AMOUNT OF \$95,170.21.
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. CONSIDER A RESOLUTION INCREASING THE 2017-2018 FISCAL FINANCIAL PLAN FOR THE ENID PUBLIC TRANSPORTATION AUTHORITY (EPTA), FOR PURCHASE OF THREE VEHICLES UNDER 5339(A) AND 5339(B) GRANT AGREEMENTS, IN THE AMOUNT OF \$158,369.00.
 2. AWARD AND EXECUTE THE PURCHASE OF THREE 24' MINI BUSES, FROM CREATIVE BUS SALES, INC., IRVING, TEXAS. IN THE AMOUNT OF \$189,204.00.
 3. CONSIDER A RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE AGREEMENT BETWEEN THE OKLAHOMA DEPARTMENT OF TRANSPORTATION, TRANSIT PROGRAMS DIVISION AND THE ENID PUBLIC TRANSPORTATION AUTHORITY, FOR A GRANT UNDER 49 U.S.C. SECTION 5311, NON-URBANIZED AREA FORMULA PROGRAM.
 4. APPROVAL OF CLAIMS IN THE AMOUNT OF \$5,098.90.
19. ADJOURN TO RECONVENE AS THE ENID CITY COMMISSION.
20. PUBLIC COMMENTS.
21. ADJOURN.

City Commission Meeting

4.

Meeting Date: 09/07/2017

SUBJECT:

CONSIDER APPROVAL OF MINUTES OF THE REGULAR COMMISSION MEETING OF AUGUST 15, 2017 AND THE SPECIAL COMMISSION MEETING OF AUGUST 30, 2017.

Attachments

Minutes 8-15-17

Minutes 8-30-17

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 15TH 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 15th 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 14th day of August 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, Police Chief Brian O'Rourke, Assistant Fire Chief Bill Burkhart, Director of Marketing and Public Relations Steve Kime, Human Resources Director Sonya Key, and Ex-Officio Member Colonel Darrell Judy.

Reverend Matt Spann from the Cherokee Strip Baptist Association gave the Invocation, and Mr. Chris Bauer led the Flag Salute.

Motion was made by Commissioner Ezzell and seconded by Commissioner Waddell to approve the minutes of the regular Commission meeting of August 1, 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 “Rojo,” a nine-year old male Red Heeler mix available for adoption at the Enid Animal Shelter.

City Engineer Robert Hitt provided a brief presentation regarding the specifications of an application submitted by Koch Industries to place repeaters for air monitoring systems on the rights-of-way. The application was to provide for installation at four locations on 78th Street and 66th and Chestnut. They were requesting to place those repeaters at those locations, which will allow transfer of data from the air monitoring equipment to their site.

Mr. Hitt explained that the four monitoring systems locations each consisted of a twelve foot pole and a solar panel to power the repeating system, and would be set at the right-of-way line on the street right-of-way.

It was noted that this agreement provided for a ten-year term and a fee of \$500.00 per location, and at the end of that term, there would be open negotiations to extend the terms. If there were improvements needed on the roadway system, then the monitoring system would be relocated.

Annie Forsberg, a representative from Koch Nitrogen, noted that the data from the monitoring equipment would go into a centralized location at the Koch facility, and if there was data that they believed that the airport or school system needed to be notified of, it would be reported to the local

emergency response agencies and they would establish protocols to communicate that information appropriately. She also noted that the monitoring system being put in was a result of a compliance agreement with the Environmental Protection Agency (EPA).

Following brief discussion, motion was made by Commissioner Janzen to 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 rights-of-way.

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.

Chief Financial Officer Erin Crawford spoke regarding the need to replace a 1981 model fuel truck that is no longer working, and noted that the airport has had to rent a unit as a result. Instead of purchasing a fuel truck, it was proposed that a new cab and chassis be purchased, and the current fuel tank would be removed and placed on the new cab and chassis. This would save a dollar amount in excess of \$100,000.00. This resolution was to cover the cost of the purchase of the cab and chassis, and was a companion item to Item 9.2, which was an amount a little over \$50,000.00. Approximately \$6,000 – 8,000 was anticipated as the expense to move the fuel tank over.

Motion was made by Commissioner Janzen to approve 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.

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.

(Copy Resolution)

Community Development Block Grant (CDBG) Coordinator Stephanie Carr spoke regarding the 2017 CDBG After School Program Applications and the CDBG allocations amounts for 2017. She explained that the amounts of the allocations had not changed, and the amount allocated for the After School Program remained at \$59,122.00, which was the maximum allowed due to the 15% cap put in place by HUD on public services. She explained the timeline involved for awarding the contract, beginning with the approval of the Annual Action Plan July 18th. The current meeting provided for the presentation of the three after school program applicants, which included Booker T. Washington Community Center, Making a Difference, Inc., and Zoe Kids' Café. It was noted that at the meeting of September 7th, Commissioners would approve the organization(s) to administer the After School Program, after they had an opportunity to participate in site visits, review the applications, and hear presentations from each organization. The contract would then be awarded at the meeting of October 3rd.

Commissioner Norwood expressed concern regarding selection of a program to receive the funds. He noted that the decision should be just, and the ultimate need should be considered.

Commissioner Ezzell requested a metric of measure to see how the dollars are used. He stated that the goal was to grow the population served.

Commissioner Waddell agreed, stating that this would be an investment with the expectation of growth.

Ms. Carr explained that reporting requirements included demographics and income. Proof of income had to be provided for every child attending the program. She noted that she checked that to ensure that over 51% of the children going to the programs were eligible. She also noted that some programs wouldn't get the income information or wouldn't be able to get the information, and that might eliminate them from receiving CDBG funds. It was a HUD requirement to show proof that income reporting was being followed.

Commissioners had requested to understand what data was expected to be available in order to understand if the program had grown, and defining on priority basis.

In response to Commissioner Janzen's question regarding how to prove income, Ms. Carr explained that basically everyone has an income, but if there wasn't really an income to report, DHS provided a card or a printout that reflected their services. She also explained that income was self-reported. It was noted that if there were 49% of students participating in a program, and the organization did not have data for them, the program was considered over-income. It was also possible to utilize census track data.

Mr. Clifford Porter and Mr. Don Jacks provided a brief presentation for Booker T. Washington Community Center.

Mr. Jacks noted that the organization was next door to Carver Head Start and explained how the programs complimented each other. He also shared their mission statement. He provided details regarding what is provided and how the organization serves the children through the After-School Program. Also included was a brief history of the organization and the facility.

In closing, Mr. Jacks briefly explained the financial aspect of the organization with respect to serving children and their fundraising efforts, and noted that the goals were to care for and mentor youth and also to become a self-sufficient organization.

Following brief discussion, the presentation concluded.

Ms. LaShandria Redman and Ms. Sharmon Pitts provided a brief presentation for Zoe Kids' Café after school and summer programs.

Ms. Redman provided a brief overview of their program, and what is involved for the after school and summer programs. She also shared their mission and vision statements, as well as a brief history of the organization. She then illustrated the different program components offered. She noted that there was a program fee, but also noted that most children do not pay the fee and provided the reasons why. Also illustrated were the various outreach opportunities that the organization was involved with.

In closing, she shared the goals to achieve to provide for the children in their program and to grow the program.

Following brief discussion, the presentation concluded.

Mr. Justin Simmons and Mr. Demetrius Office provided a presentation for Making a Difference, Inc. (MAD).

Mr. Simmons provided an overview and history of the organization. He also explained transportation strategies and noted collaborations that the organizations hoped to implement. Additionally, he introduced members of the organization's Board. He explained that the goal of the organization was to develop their Feed the Neighborhood Event into a year-round program, and not just a one-night event. He explained that the organization had been having after-school group counseling since 2012, and averaged around 30 kids per week with that program. He further explained that the organization had started a program called "Vertical" at Longfellow, and intended to expand into all three local middle schools. He also provided an overview of the Bigs and Littles Program. He noted that all of the programs that he mentioned were part of a strategic plan to move forward to provide a structured environment for the youth of Enid, and to change the culture and not only provide services.

Mr. Simmons explained that they did not plan to have fees for enrollment, but there might be a sliding scale fee for transportation and optional merchandise offered. He provided an overview of the capacity of the organization and program, the admission criteria and schedule, and what they hoped to accomplish.

Following brief discussion, the presentation concluded.

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

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

NAY: None.

- (1) Award of purchase of an Elgin Eagle Broom Street Sweeper with dual side brooms, for the Public Works Division, from J & R Equipment LLC, Oklahoma City, Oklahoma, in the amount of \$289,489.00;

- (2) Award of 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) Approval of Employment Agreements with Judge James F. Long and Judge Linda McKnight Pickens;
- (4) Acceptance of Permit #WL000024170492 from the Oklahoma Department of Environmental Quality (ODEQ) for Project W-1708A, to construct a waterline to serve the 200 block of East Maple, City of Enid, Garfield County, Oklahoma;
- (5) Acceptance of Permit #WL000024170493 from the Oklahoma Department of Environmental Quality (ODEQ) for Project W-1710A, to construct raw water collection lines for the Cleo Springs Well Field;
- (6) Acceptance of Permit #WL000024170322 from the Oklahoma Department of Environmental Quality (ODEQ) for Project W-1713A, to construct a waterline to service commercial property for Warren Cat;
- (7) Approval of agreement with the United States Department of the Interior, Geological Survey (U.S.G.S) for stream monitoring of Skeleton Creek, in the amount of \$19,500.00;
- (8) Approval of a Mutual Aid Agreement between the Secretary of the Air Force and the City of Enid, Oklahoma, for Fire Emergency Services;
- (9) Allowance of the following claims for payment as listed:

(List Claims)

Motion was made by Commissioner Ezzell for approval of Item 9.4, Approve And Execute Contract For Public Services Between The City Of Enid And Main Street Enid, Inc., amending the language in Section 2-E of the contract from Main Street promoting Downtown with “First Fridays monthly” to “supporting the First Friday Event”.

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.

Chairman Shewey adjourned 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.

Ms. Crawford noted that during the budget process for the current fiscal year, the need was identified for a new scraper to be purchased for the Landfill. Warren Power and Machinery, doing business as (dba) Warren Cat, was currently on State Contract, and the EMA would like to award based on State Contract. Once awarded, the EMA would be provided a serial number for the purpose of financing, and lease documents would be brought back for approval. Approval of this item was needed so that the machinery could be built.

Motion was made by Commissioner Ezzell and seconded by Commissioner Waddell for approval of contract award 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, in the amount of \$180,000.00.

Following brief discussion, the vote was as follows:

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

NAY: 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 Economic Development Authority.

- TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT 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 Commissioner Ezzell to approve a 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.

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

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

NAY: 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 Janzen and seconded by Trustee Waddell 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 –

Ms. Diane Levesque, 1324 West Oak Avenue, addressed commissioners. She expressed concern regarding flooding issues in the area of Polk and West Oak. She also spoke regarding the arrival of monarch butterflies in Enid, as well as retail occupancy in Downtown Enid.

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

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

NAY: None.

The meeting adjourned at 7:56 P.M.

MINUTES OF SPECIAL MEETING OF THE
TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY, A PUBLIC TRUST,
AND TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY, A PUBLIC TRUST
HELD ON THE 30TH DAY OF AUGUST 2017

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 special session at 5:30 P.M. on the 30th 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 forty-eight (48) hours in advance to the Clerk of the City of Enid, and pursuant to notice thereof displayed at the entrance to the Administration Building of said city, in prominent view and which notice was posted prior to 5:00 P.M. on the 29th day of August 2017.

- TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT 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.

General Manager Jerald Gilbert explained that the reason for asking for this item was because the Master Development Agreement stated that the Downtown Property closing was to occur by August 31, 2017 or sooner. It had not reached the point of closing, but was progressing and was close. He further explained that he had made contact with the developer via email, and the developer agreed that, from his perspective, sixty days was more than enough. Mr. Gilbert agreed that sixty days was sufficient for staff purposes, as well. He didn't expect to have to come back to ask for another extension. He explained that he felt that this was vital. Otherwise, per the Master Development Agreement, August 31st would be the end date.

Mr. Gilbert spoke regarding things that are going to happen, and things that had already happened. He noted that the thirty percent plans had already come before the Commission, and had been approved by the Commission. Also, the hundred percent plans had already been distributed to the City, and City staff was reviewing them and had a few comments. He explained that staff had been working with the local architect and engineer to resolve those issues. It was also noted that the Main Street Enid Design Committee had already looked at this, also. He explained that there had been a design issue with the ephus material, having to do with the signature blue curve Best Western GLO logo. In the thirty percent plans, this was going to be made of aluminum to look like brick, but due to concerns that it would be difficult to form, potential issues with the interface with the brick, and costs possibly being an issue. These were issues that had concerned the Commission and the Design Committee, and the developer was committed to building a downtown hotel that would make everyone happy, so he had worked that out earlier in the week. The GLO feature would now be made of brick. Mr. Gilbert explained that he understood that the Design Committee had expressed full support, and he expected to bring the plans to the Commission meeting to be held on September 7th for the Commission to consider for approval. He noted that things were clearly moving along, and that the previous developers, Lodgewell and Peachtree, had never gotten this far in the process.

In response to Chairman Shewey's inquiry, Mr. Gilbert explained that he expected that the developer would sign the extension, and that Dr. Atul Patel had indicated that he had no issue with it. He explained that once signed, Dr. Patel would be provided with a copy of the extension, and the project would still be on track. It was noted that the engineer and members of the Design Committee would be present at the meeting of September 7th. It was also noted that a hotel occupancy agreement had been drafted, and would likely be brought to the next Commission meeting of September 19th. This was one of the remaining legal documents to be completed. Dr. Patel would produce the other things that he was required to produce, such as Evidence of Financing, before closing. The estimated time of construction was approximately thirteen to fourteen months. Mr. Gilbert expected that it was likely that hotel

construction would begin, if not this calendar year, soon after. He also expressed the possibility that the hotel could be open by early spring, depending on progress.

Trustee Janzen inquired why the extension was for sixty days, and not thirty, if it is that close to closing. Mr. Gilbert explained that he did not want to be in a position where he would have to come back and ask for another extension, and this was to prevent that.

Trustee Janzen also expressed concern regarding the timetable and the beginning of construction.

Following brief comments, the discussion concluded.

Motion was made by Trustee Ezzell to Approve Extension of Closing Date in Master Development Agreement (MDA) Between Enid Economic Development Authority (EEDA) and Enid BWP, LLC.

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

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

NAY: None.

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.

EPTA General Manager Mary Beth Williams spoke regarding a resolution authorizing the acceptance of the agreement between the Oklahoma Department of Transportation (ODOT) and the Enid Public Transportation Authority (EPTA), for Public Transit Revolving Funds. She explained that this was an addition to 5311 Funds that EPTA receives. It was required to be turned in by August 31st. She

noted that this process had been delayed, due to the fact that they had to wait for the mileage audit to be completed before they could follow through with the application.

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

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

NAY: None.

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

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

NAY: None.

The meeting adjourned at 5:44 P.M.

Meeting Date: 09/07/2017

Submitted By: Korina Crawford, Executive Assistant

SUBJECT:

CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 3, ENTITLED "BUSINESS AND LICENSES," CHAPTER 3, ENTITLED "FOOD SERVICE ESTABLISHMENTS," SECTION 3-3-12, ENTITLED "MOBILE FOOD VENDORS"; TO PROVIDE FOR MULTIPLE LOCATIONS; TO INCLUDE SALES TAX EXEMPTIONS FOR FARM PRODUCTS WHEN SOLD WHERE GROWN; TO SHORTEN AND SIMPLIFY THE APPLICATION PROCESS; AND TO LIMIT BACKGROUND CHECKS TO MOBILE FOOD VENDORS THAT CANVAS RESIDENTIAL AREAS CATERING TO CHILDREN AND TO REDUCE THE DISTANCE RESTRICTIONS FROM 150 FEET TO 100 FEET; AND TO ADOPT SECTION 3-3-13, ENTITLED "SEASONAL FOOD ESTABLISHMENTS" WHICH INCLUDES PRIOR REGULATIONS FOR SNOW CONE AND FRUIT AND VEGETABLE STANDS; TO INCLUDE SALES TAX EXEMPTIONS FOR FARM PRODUCTS WHEN SOLD WHERE GROWN; TO SHORTEN AND SIMPLIFY THE APPLICATION PROCESS; TO ALLOW SEATING TO BE APPROVED FOR SEASONAL FOOD ESTABLISHMENTS BY THE PROGRAM ADMINISTRATOR, PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

BACKGROUND:

To streamline and shorten the process for obtaining a permit for mobile food trucks the following modifications are proposed: background checks are required for mobile prepackaged food sales, when vendor caters to children and has routes through residential neighborhoods, but removed for other vendors; linking the permit to mobile unit rather than the various locations a mobile unit will use, and, processing applications for permits as soon as possible, generally at the time the vendor applies. Other proposed modifications include: providing the state exception from sales tax for growers of farm and garden products when sold directly to the consumer at the place of production; reducing the prohibited distance from 150 feet to 100 feet from adjacent property owners of various types; and allowing Code Administration to approve seating where appropriate at seasonal food service establishments, principally snow cone stands and vegetable stands.

RECOMMENDATION:

Approve ordinance.

PRESENTER:

Carol Lahman, Interim City Attorney

Attachments

Ordinance

ORDINANCE NO. 2017-_____

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 3, ENTITLED "BUSINESS AND LICENSES," CHAPTER 3, ENTITLED "FOOD SERVICE ESTABLISHMENTS," SECTION 3-3-12, ENTITLED "MOBILE FOOD VENDORS"; TO PROVIDE FOR MULTIPLE LOCATIONS; TO INCLUDE SALES TAX EXEMPTIONS FOR FARM PRODUCTS WHEN SOLD WHERE GROWN; TO SHORTEN AND SIMPLIFY THE APPLICATION PROCESS; AND TO LIMIT BACKGROUND CHECKS TO MOBILE FOOD VENDORS THAT CANVAS RESIDENTIAL AREAS CATERING TO CHILDREN AND TO REDUCE THE DISTANCE RESTRICTIONS FROM 150 FEET TO 100 FEET; AND TO ADOPT SECTION 3-3-13, ENTITLED "SEASONAL FOOD ESTABLISHMENTS" WHICH INCLUDES PRIOR REGULATIONS FOR SNOW CONE AND FRUIT AND VEGETABLE STANDS; TO INCLUDE SALES TAX EXEMPTIONS FOR FARM PRODUCTS WHEN SOLD WHERE GROWN; TO SHORTEN AND SIMPLIFY THE APPLICATION PROCESS; TO ALLOW SEATING TO BE APPROVED FOR SEASONAL FOOD ESTABLISHMENTS BY THE PROGRAM ADMINISTRATOR, PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

ORDINANCE

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

Section I: That Title 3, Chapter 3, Section 3-3-12 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

3-3-12: MOBILE FOOD VENDORS:

A. Separate License ~~Each Location~~; Eligibility:

1. A mobile food vendor that has more than one ~~location~~ mobile unit shall have a separate license for each ~~location~~ unit.
2. With the exception of growers who are selling only their own fruits and vegetables, applicants must have a valid license from the Oklahoma state department of health.
3. ~~Applicants and employees shall not have been convicted of any violent crime or a crime which requires sex offender registry.~~

B. Application; Fee:

DRAFT

1. Application: Every application for a mobile food vendor license shall be in writing, signed and sworn to by the applicant, and shall be filed with the city clerk. The application shall be on a form provided by the city clerk and shall contain the following:
 - a. If the applicant is an individual, the name, date of birth, telephone number and address of the applicant; if a partnership, the business name of the partnership and the name, date of birth, telephone number and address of each partner; if a corporation, the names, telephone numbers and addresses of its principal officers and the names, telephone numbers and addresses of all directors thereof.
 - b. The names under which the applicant has engaged, does engage and proposes to engage in food service.
 - c. Proof that the food service establishment is licensed by the Oklahoma department of health.
 - d. Copy of Oklahoma sales tax permit: except for growers of farm, orchard, or garden products sold directly to the consumer when the products are sold where grown.
2. Fee: Applications shall be accompanied by the appropriate fee, as set out in subsection 2-6B-8D of this code.

C. Types of Mobile Food Vendors; Additional Restrictions:

~~1. Seasonal Food Service Establishments:~~

~~a. Includes:~~

~~(1) Snow cone stands.~~

~~(2) Coffee/drink stands.~~

~~b. Geographical And Other Restrictions:~~

~~(1) Authorized on private property in commercial and industrial zones.~~

~~(2) Drive through/drive by service and seating are is not authorized.~~

~~(3) Garbage receptacles shall be provided for customer use.~~

~~(4) Seating must be approved by the program administrator.~~

~~e. — Plat Required; Contents: The application shall be accompanied by a plat or drawing of the proposed seasonal food service establishment showing:~~

~~(1) — The anticipated duration.~~

~~(2) — Its location and dimensions.~~

~~(3) — The location and size of vehicle entrances and exits.~~

~~(4) — The location and type of surface of parking.~~

~~d. — Issuance Or Denial: Not later than thirty (30) days after the filing of a completed application, the applicant shall be notified by the administrator of the decision on the issuance or denial of the permit.~~

~~2. — Seasonal Fruit And Vegetable Stand:~~

~~a. — Includes:~~

~~(1) — Fruit and/or vegetable stands.~~

~~(2) — Farmers' markets. Only one license is required for a market. Individual sellers within the market are required to comply with applicable state law.~~

~~b. — Geographical And Other Restrictions:~~

~~(1) — Authorized on private property in agricultural, commercial and industrial zones.~~

~~(2) — Drive through/drive by service and seating are not authorized.~~

~~(3) — Garbage receptacles shall be provided for customer use.~~

~~c. — Plat Required; Contents: The application shall be accompanied by a plat or drawing of the proposed seasonal fruit and vegetable stand showing:~~

~~(1) — Its location and dimensions.~~

~~(2) — The anticipated duration.~~

~~(3) — The location and size of vehicle entrances and exits.~~

~~(4) — The location and type of surface of parking.~~

~~d. Issuance Or Denial: Not later than thirty (30) days after the filing of a completed application, the applicant shall be notified by the administrator of the decision on the issuance or denial of the permit.~~

1. Mobile Food Sales:

a. Includes:

- (1) Mobile food service establishments (food trucks).
- (2) Mobile retail food service establishments.
- (3) Pushcarts.
- (4) Pedal carriers.
- (5) Temporary stands.

b. Geographical and Other Restrictions:

- (1) Authorized on private property in commercial and industrial zones.
- (2) Licensee shall not sell within one hundred ~~fifty~~ feet (100') of any public or private school during school hours or during school related events except when authorized in writing by said school.
- (3) Licensee shall not sell within one hundred ~~fifty~~ feet (100') of the entrance to a stationary business establishment which is open for business and is offering for sale the same or similar product as an item offered for sale by the licensee unless authorized in writing by said stationary business establishment.
- (4) Licensee shall not sell within one hundred ~~fifty~~ feet (100') of a restaurant, cafe or other stationary eating establishment which is open for business unless authorized in writing by the stationary eating establishment.
- (5) Licensee shall not sell within one hundred ~~fifty~~ feet (100') of a public park where a city authorized concession stand is located while the concession stand is open for business unless authorized in writing by the city.
- (6) Licensee shall not sell within one hundred ~~fifty~~ feet (100') of a special event on public property unless licensee is taking part in the special event.

- (7) Drive-through/drive-by service and seating are not authorized.
- (8) Garbage receptacles shall be provided for customer use. Licensee shall be responsible for cleaning all of the public way surrounding the licensee's location of all debris, trash and litter generated by the vendor's activities at that location.

c. Motorized Vehicles:

- (1) Shall be enclosed with top and sides.
- (2) Interior walls, floor, ceiling and counters shall be of smooth, durable material, capable of withstanding repeated washing and scrubbing.
- (3) Shall be kept well painted, in good repair, and in good sanitary condition.
- (4) Shall not be used for any other purpose.

d. Special Events: Licensees taking part in a special event on public property must comply with the special event ordinance, title 1, chapter 15 of this code. No additional cost will be assessed.

2. Mobile Prepackaged Food Sales:

a. Includes:

- (1) Motorized vehicles.
- (2) Trailers.
- (3) Pushcarts.
- (4) Pedal carriers.
- (5) Temporary stands.

b. Geographical and Other Restrictions:

- (1) Authorized on private property in agricultural, commercial and industrial zones.
- (2) Authorized in residential zones between the hours of eight o'clock (8:00) A.M. and eight o'clock (8:00) P.M. Applicants and employees of vendors that cater to children such as ice cream

trucks shall not have been convicted of any violent crime or a crime which requires sex offender registry.

- (3) Licensee shall not sell within one hundred ~~fifty~~ feet (100') of any public or private school during school hours or during school related events except when authorized in writing by said school.
 - (4) Licensee shall not sell within one hundred ~~fifty~~ feet (100') of the entrance to a stationary business establishment which is open for business and is offering for sale the same or similar product as an item offered for sale by the licensee unless authorized in writing by said stationary business establishment.
 - (5) Licensee shall not sell within one hundred ~~fifty~~ feet (100') of a restaurant, cafe or other stationary eating establishment which is open for business unless authorized in writing by the stationary eating establishment.
 - (6) Licensee shall not sell within one hundred ~~fifty~~ feet (100') of a public park where a city authorized concession stand is located while the concession stand is open for business unless authorized in writing by the city.
 - (7) Licensee shall not sell within one hundred ~~fifty~~ feet (100') of a special event on public property unless licensee is taking part in the special event and holds a special event vendor permit.
 - (8) Drive-through/drive-by service and seating are not authorized.
 - (9) Garbage receptacles shall be provided for customer use. Licensee shall be responsible for cleaning all of the public way surrounding the licensee's location of all debris, trash and litter generated by the vendor's activities at that location.
- c. Temporary Stops: Licensees may make temporary stops to sell food or beverages on the public right of way. Such stops shall last no longer than ten (10) minutes, shall not impede the normal flow of traffic and shall not constitute a traffic hazard. No customer shall be served on the street side of the vehicle.
- d. Special Events: Licensees taking part in a special event on public property must comply with the special event ordinance, title 1, chapter 15 of this code. No additional cost will be assessed.

DRAFT

D. Mobile Food Vendor Food Court:

1. Separate License Each Location: A mobile food vendor food court owner that has more than one location shall have a separate license for each location.
2. Application; Fee:
 - a. Application: Every application for a mobile food vendor food court license shall be in writing, signed and sworn to by the applicant, and shall be filed with the city clerk. The application shall be on a form provided by the city clerk and shall contain the following:
 - (1) If the applicant is an individual, the name, date of birth, telephone number and address of the applicant; if a partnership, the business name of the partnership and the name, date of birth, telephone number and address of each partner; if a corporation, the names, telephone numbers and addresses of its principal officers and the names, telephone numbers and addresses of all directors thereof.
 - b. Fee: Applications shall be accompanied by the appropriate fee, as set out in subsection 2-6B-8E of this code.
3. Required Facilities: Mobile food vendor food court owners shall provide the following:
 - a. Public restrooms.
 - b. Trash facilities.
 - c. Public parking.
 - d. Tables and seating.
 - e. Utilities.
4. Plat Required; Contents: The application shall be accompanied by a plat or drawing of the proposed mobile food vendor food court showing:
 - a. Its location and dimensions.
 - b. The locations available for mobile food vendors.
 - c. The location and size of vehicle entrances and exits.
 - d. The location and type of surface of parking.

- e. The location and size of tables, chairs and other furniture.
 - f. The location and dimensions of restrooms.
 - g. The location and type of utilities.
 - h. If any portion of the mobile food vendor food court will be located inside of a building, the location and type of heating and/or cooling to be used in the building.
5. Vendor's Responsibilities: When a licensed mobile food vendor is located in a licensed mobile food vendor food court, the vendor shall be responsible for complying with all federal, state and local laws and regulations regarding mobile food vendors with the exception of restrooms and trash receptacles, which shall be provided by the mobile food vendor food court licensee.
6. Issuance or Denial: ~~Not later than thirty (30) days after the filing of a completed application,~~ The applicant shall be notified by the administrator of the decision on the issuance or denial of the permit as soon as possible. Applications may be emailed to the administrator to allow quick processing.

(Ord. 2015-41, 11-17-2015)

Section 2: That Title 3, Chapter 3 of the Enid Municipal Code, 2014, is hereby amended to add Section 3-3-13 which reads as follows:

3-3-13: SEASONAL FOOD ESTABLISHMENT:

A. Separate License Each Location; Eligibility:

- 1. A seasonal food establishment that has more than one location shall have a separate license for each location.
- 2. With the exception of growers who are selling only their own fruits and vegetables, applicants must have a valid license from the Oklahoma state department of health.

B. Application; Fee:

- 1. Application: Every application shall be in writing, signed and sworn to by the applicant, and shall be filed with the city clerk. The application shall be on a form provided by the city clerk and shall contain the following:

DRAFT

- a. If the applicant is an individual, the name, date of birth, telephone number and address of the applicant; if a partnership, the business name of the partnership and the name, date of birth, telephone number and address of each partner; if a corporation, the names, telephone numbers and addresses of its principal officers and the names, telephone numbers and addresses of all directors thereof.
 - b. The names under which the applicant has engaged, does engage and proposes to engage in food service.
 - c. Proof that the food service establishment is licensed by the Oklahoma department of health.
 - d. Copy of Oklahoma sales tax permit except for growers of farm, orchard, or garden products sold directly to the consumer when the products are sold where grown.
 - e. A description or drawing that details the establishment's location, the dimensions of the structure, the location and size of vehicle entrances and exits, and the location and type of parking and parking surface.
2. Fee: Applications shall be accompanied by the appropriate fee, as set out in subsection 2-6B-8D of this code.
 3. Issuance Or Denial: The applicant shall be notified by the administrator of the decision on the issuance or denial of the permit as soon as possible. Applications may be emailed to the administrator to allow quick processing.

B. Seasonal Food Service Establishments:

1. Includes:
 - (a) Snow cone or drink stands;
 - (b) Seasonal fruit and vegetable stand; and,
 - (c) Farmers' markets. Only one license is required for a market. Individual sellers within the market are required to comply with applicable state law.
2. Geographical And Other Restrictions:
 - (a) Authorized on private property in commercial and industrial zones.
 - (b) Drive-through/drive-by service is not authorized.

DRAFT

(c) Garbage receptacles shall be provided for customer use.

(d) Seating must be approved by the program administrator.

Section 3: Repealer. All ordinances or parts thereof, which are inconsistent with this ordinance, are hereby repealed.

Section 4: Savings Clause. Nothing in this ordinance hereby adopted shall be construed to affect any suit or proceedings now pending in any court, or any rights acquired or liability incurred, nor any cause or causes of action accrued or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired or affected by this ordinance.

Section 5: Severability. If any one or more of the sections, sentences, clauses or parts of this ordinance, chapter or section shall, for any reason, be held invalid, the invalidity of such section, clause or part shall not affect or prejudice in any way the applicability and validity of any other provision of this ordinance. It is hereby declared to be the intention of the City Commission of the City of Enid that this section of the Enid Municipal Code would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part not been included.

Section 6: Codification. This ordinance shall be codified as Title 3, Chapter 3, Sections 3-3-12 and 3-3-13 of the Enid Municipal Code, 2014.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this __ day of August, 2017.

CITY OF ENID, OKLAHOMA

William E. Shewey, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

DRAFT

Approved as to Form and Legality:

Carol Lahman, Interim City Attorney

City Commission Meeting

8.2.

Meeting Date: 09/07/2017

Submitted By: Stephanie Carr, Grants Administrator

SUBJECT:

SELECT AND AWARD COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING TO A LOCAL ORGANIZATION TO ADMINISTER THE AFTER SCHOOL YOUTH PROGRAM FOR THE CITY OF ENID, IN THE AMOUNT OF \$59,122.00.

BACKGROUND:

On April 4, 2017, the first Public Hearing regarding CDBG 2017 funding occurred. During that hearing a Request for Proposals for After School Youth Programs was requested and an additional public hearing was scheduled for July 6, 2017. At the July 6, 2017 Meeting the City Commission received public comments from organizations interested in administering the After School Youth Program for the CDBG department. On July 18, 2017 the City Commission met to discuss the process of selecting and awarding the After school Youth Program funding. The grant application to the Department of Housing and Urban Development was approved on August 1, 2017. Applications have been submitted to the City Commission for review and interested organizations presented regarding their proposed projects on August 15, 2017. The next step in the process is to select an organization to administer the After School Youth Program on behalf of the City of Enid, CDBG program. After selection is made a contract will be officially executed at the next City Commission meeting on September 19, 2017.

RECOMMENDATION:

Award CDBG grant funds to selected After School Youth Program.

PRESENTER:

Stephanie Moffitt-Carr, CDBG Coordinator

City Commission Meeting

8.3.

Meeting Date: 09/07/2017

Submitted By: Alissa Lack, City Clerk

SUBJECT:

CONSIDER A RESOLUTION SUPPORTING CONTINUED PARTICIPATION IN MAIN STREET PROGRAMS.

BACKGROUND:

This Resolution will show the City of Enid's continued support of Main Street Enid's participation in the 2017-2018 Oklahoma Main Street Program.

RECOMMENDATION:

Approve resolution.

PRESENTER:

Kelly Tompkins, Executive Director, Main Street Enid, Inc.

Attachments

Resolution

RESOLUTION

A RESOLUTION SUPPORTING CONTINUED PARTICIPATION IN MAIN STREET PROGRAMS.

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

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

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

SECTION 1. That the City of Enid, Oklahoma, supports the participation in the 2017 / 2018 Oklahoma Main Street Center with the specific goal of revitalizing the historic central business district using the Main Street 4-Point ApproachTM to economic revitalization.

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

PASSED AND APPROVED this 7th day of September 2017.

The City of Enid, Oklahoma

William E. Shewey, Mayor

(SEAL)

ATTEST:

Alissa K. Lack, City Clerk

Approved as to form and legality:

Carol Lahman, Interim City Attorney

City Commission Meeting

8.4.

Meeting Date: 09/07/2017

Submitted By: Audrey Randall, Executive Assistant

SUBJECT:

CONSIDER A REQUEST FOR INSET PARKING AT THE PARK AREA ALONG STONERIDGE LANE AND AT THE COMMUNITY BUILDING ALONG NORTHRIDGE LANE, IN FORESTRIDGE FIRST ADDITION, BLOCKS 1-4.

BACKGROUND:

The Engineering Department received a request from the Carland Group, LLC to construct inset parking at the park area along Stoneridge Lane and at the community building along Northridge Lane in Forestridge First Addition, Blocks 1-4.

It is the City of Enid's Traffic Policy that inset parking generally not be permitted in residentially-zoned areas. Inset parking may be considered in townhouse, condominium, or multi-family developments provided that off-street parking requirements have otherwise been met, and the requested inset parking is situated on cul-de-sacs or streets that serve no purpose in carrying through traffic.

The request for the inset parking at the park area along Stoneridge Lane is located on a cul-de-sac and generally fits the standard set out in the policy manual. The request for the inset parking at the community building along Northridge Lane is located off the through street of Forestridge and at the beginning on a cul-de-sac street. This location requires parked vehicles to back into the street of the intersection of a through street.

The Metropolitan Area Planning Commission (MAPC) reviewed the request at their regular meeting on August 21, 2017 and recommended approval of the inset parking at both locations. The options discussed were angle inset parking, parallel inset, non-inset parking (normal residential parking), or onsite parking. The committee supported the requests for angle inset parking at both locations as to best meeting the traffic needs of residents by limiting parking in front of residents and on Northridge not requiring all traffic to travel to go through the length of the street to turn a round.

RECOMMENDATION:

Approve request for inset parking locations as recommended by the MAPC.

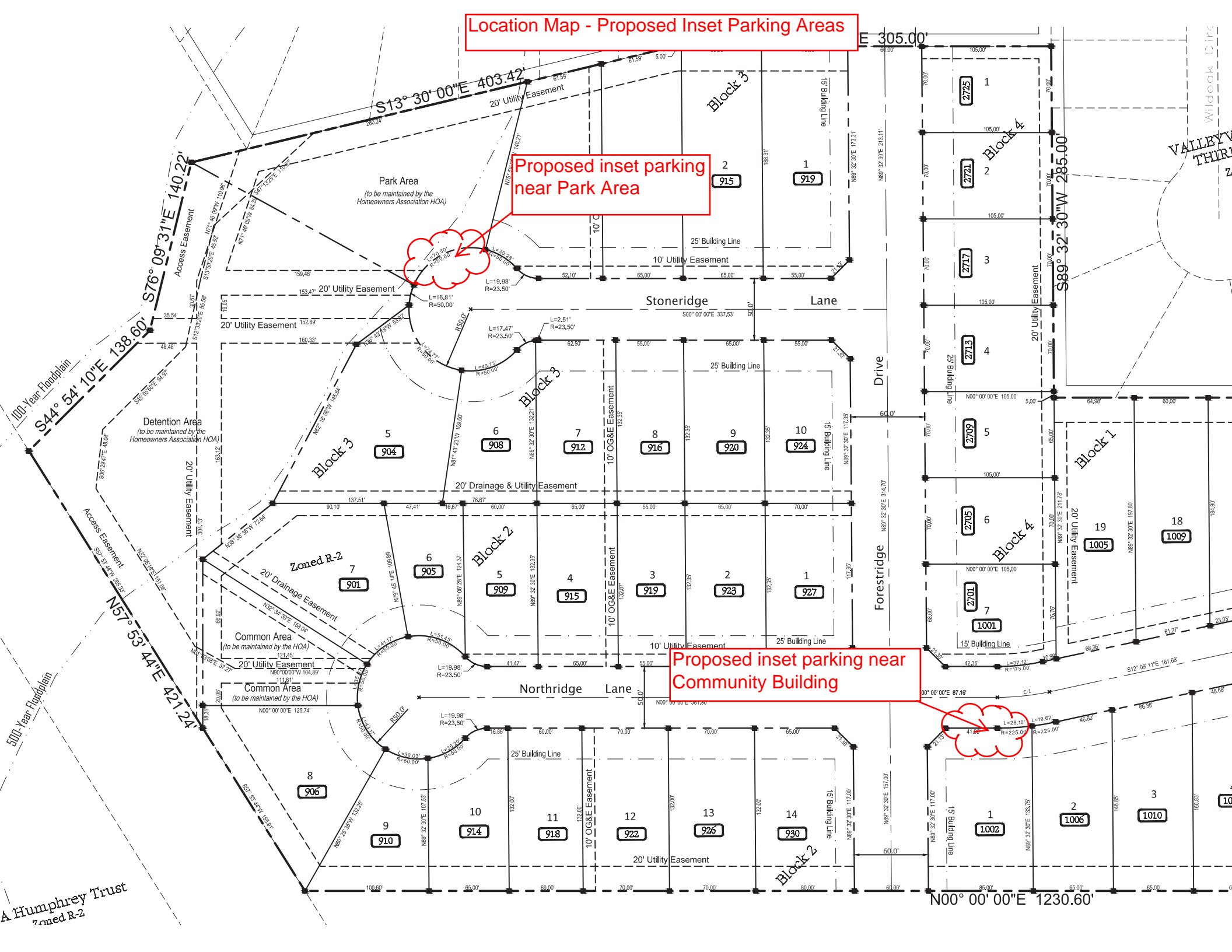
PRESENTER:

Robert Hitt, PE, City Engineer

Attachments

Location Map

Location Map - Proposed Inset Parking Areas



Proposed inset parking near Park Area

Proposed inset parking near Community Building

A. Humphrey Trust
Zoned R-2

City Commission Meeting

8.5.

Meeting Date: 09/07/2017

Submitted By: Erin Crawford, Chief Financial Officer

SUBJECT:

CONSIDER A RESOLUTION AUTHORIZING A GENERAL FUND TRANSFER OF \$22,282.00 TO THE ENID PUBLIC TRANSPORTATION AUTHORITY.

BACKGROUND:

The Enid Public Transportation Authority (EPTA) has been awarded a 5339(a) agreement in the amount of \$40,785.00 as a grant match to purchase one vehicle. The EPTA has been awarded a 5339(b) agreement in the amount of \$95,302.00 as a grant match to purchase two vehicles.

The State of Oklahoma SW797 contract prices the vehicles at \$63,068.00 per unit, for a total of \$189,204.00 for all three units. The 5339 agreements will cover funding for \$136,087.00, leaving the Authority's matching share at \$53,117.00.

The EPTA fiscal plan would need appropriations of \$189,204.00 to purchase the three vehicles, associated with the 5339 grant funds. The adopted EPTA fiscal financial plan already includes appropriations in the amount of \$30,835.00, and would need the additional \$158,369.00 appropriated for the purpose of funding vehicle replacement. The appropriation of \$158,369.00 would be funded by 5339 grant revenue of \$136,087.00 and a transfer from the General Fund in the amount of \$22,282.00.

This resolution authorizes the transfer of \$22,282.00 out of the General Fund to the EPTA.

RECOMMENDATION:

Approve resolution.

PRESENTER:

Erin Crawford, Chief Financial Officer

Attachments

Resolution

RESOLUTION

A RESOLUTION AUTHORIZING A GENERAL FUND TRANSFER OUT OF \$22,282.00 TO THE ENID PUBLIC TRANSPORTATION AUTHORITY.

WHEREAS, funds in the amount of \$22,282.00 have been repurposed to the General Fund Transfers department; and

WHEREAS, funds provided will provide a grant match to purchase 3 vehicles for the Enid Public Transportation Authority, along with 5339(a) and 5339(b) grant funds from the Oklahoma Department of Transportation; and

WHEREAS, funds will be transferred from the General Fund to the Enid Public Transportation Authority 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 AUTHORIZE A GENERAL FUND TRANSFER OUT:

FUND 10 GENERAL FUND	
General Fund Transfer Department	\$22,282.00

Adopted this 7th day of September 2017.

Mayor

(Seal)

ATTEST:

City Clerk

City Commission Meeting

8.6.

Meeting Date: 09/07/2017

Submitted By: Kristin Martin, Executive Assistant

SUBJECT:

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

BACKGROUND:

Mike Cooper provides Military Liaison Consulting Services for the City of Enid and the Vance Development Authority. His current contract runs from September, 2014 through August, 2019. Congress is in the process of determining if and when the next Base Realignment and Closure Process should be scheduled with possible dates in 2019 or 2021. This agreement extends the term from 2019 through June 30, 2022.

RECOMMENDATION:

Approve and execute agreement.

PRESENTER:

Jerald Gilbert, City Manager
Mayor William E. Shewey

Attachments

MC Timeline

Mike Cooper – Enid, Ok Military Liaison
Chairman, Oklahoma Strategic Military Planning Commission
President, national Association of Defense Communities

Cooper has led the City of Enid's effort to Develop, Coordinate, and Implement, Successful Strategies to Protect & Enhance Vance AFB. Since 1993

Focus and priorities have always been centered around improving Vance AFB. Infrastructure and to improve the overall Quality of Life for the Military family in Enid, OK.

Projects have also been designed to Increase Mission Capabilities & reduce cost at Vance AFB. We have always worked with the City of Enid, Governor's office & our State of Oklahoma legislature, and our U.S. Congressional delegation to bring projects to fruition.

- In 1994 he worked with business, community leaders and the Enid City Council to create the Vance Development Authority. VDA was created on March 29, 2016. This Authority gave the City of Enid the ability to spend on projects and land necessary to protect and enhance the base. Mike Cooper has been instrumental in garnering support for local community projects supporting Vance AFB and in helping solve associated issues at Woodring Regional Airport in Enid.
- In 1994 he helped analyze the BRAC Library comparative analysis data on all Air Force & Navy, Initial Pilot Training Bases, to determine strength and weaknesses of Vance AFB.
 - Strengths' – Airspace -& Cost to train
 - Weakness – No acreage to expand, most Northern Tier base, and infrastructure on the base was second to last as being the worst of all Air Force or Navy Pilot Training Bases.
- COE worked to provide initial 158 acres to the Air Force, which is acreage in front of the West gate. COE purchased property and proffered land to the Air Force in app. 1995-1996.
- Since then he has worked with the State of Oklahoma to get assistance to purchase additional acreage to proffer to the Air Force. This was 132 acres on front of the East gate, 10.5 acres in the southeast corner of the runways and finally 6.7 acres in the NW Corner of Sec. 1 Township 21N Range 7 West. Total cost of purchase of land was app. \$839,447 which was worked thru the Oklahoma Strategic Military Planning Commission and the City of Enid. This land ensured construction of the New Gates and the new Privatized Housing Project.
- He began long range efforts to improve overall infrastructure on the base in 1994. He worked to ensure projects were in the Air Force 5-Year Plan so we could have projects

considered for ADDS by the U.S. House or Senate. This effort was very effective, working with OK Congressional delegation and U.S. Air Force leadership. From 1994 until 2016 he has helped to bring over \$200 million dollars' worth of Military Construction Projects to Vance AFB. All projects were Congressional ADDS, not one was a regular programmed budgeted item from the Air Force. This effort has greatly improved our overall infrastructure, moving Vance AFB from an area of weakness to an area of strength. Starting with the Vehicle Maintenance Facility below are examples of MILCON projects.

- T-1A SUPT Maintenance Support - FY94
 - Upgrade Airfield Lightning- FY 94
 - Airfield Pavements/Runway – FY 94
 - Alteration to Enlisted Dorms – FY 95
 - Aircraft Parking Apron – FY 95
 - Base Engineering Complex – FY 98
 - Fire training Facility – FY 99
 - ADAL Physical Fitness Center – FY 99
 - Upgrade Center Runway/Taxiway – FY2000
 - Upgrade Maintenance Hangar – FY01
 - Phase 1 of on Base Housing – App. 52 Units
 - Elam Road replacement – FY03
 - Consolidated Logistic Complex – FY04
 - Vance Protection Enhancement / New Gates – FY06
 - Fuel Cell Facility – F 09
 - Control Tower – FY10
-
- Cooper served as **Mayor for the City of Enid from 1995-1999**
 - Developed and led a team to not only defend Vance AFB during 1995, but was successful in getting the base removed from the list of pilot training bases being considered for closure,
 - After the 1995 BRAC worked with the Governor and the State of Oklahoma legislature to create the Oklahoma Strategic Military Planning Commission. This was done to ensure that our communities, State of Oklahoma and our U.S. Congressional delegation were all working together to protect and enhance our military installations.
 - He works with Wing Commander and leadership from the Vance AFB. To understand requirements and how this overall effort can assist with Increasing Mission capability and reducing cost. Projects from this effort are paid for by the State of Oklahoma and the communities near our military base.

- Since 1996 City of Enid has received app. \$3.5 million from the OK Strategic Military Planning Commission to fund various projects that improve mission capability and reduce cost

- Since 2000, some of the Projects to be completed with assistance from the Oklahoma Strategic Military Planning Commission, City of Enid, U.S. Congressional delegation, OK Transportation Dept., and FAA are listed below. Cooper has coordinated each project to combine dollars and expertise to get each funded and completed in a timely manner.
 - Security buffer (Land) and infrastructure North side of Vance AFB. Engineering & Right of way cost for Southgate road. This paved way for MILCON Project to provide new security gates at both East and west entrances to Vance AFB.
 - Worked with OK Transportation to provide \$3.5 million for improvement to Southgate Road and provide connection road to new East gate entrance.
 - Worked with Wing leadership to develop strategy to provide redundancy capabilities for all utilities. First project was to provide fiber redundancy to Enid from OK City and then from the Enid, AT&T Central office, to Vance AFB, completing full redundancy capabilities for the base. Cooper worked with Network and Engineering/Construction officials from AT&T to get this funded and completed.
 - Water was the next project to be completed with assistance from the Oklahoma Strategic Military Planning Commission and the City of Enid. Vance AFB. Water redundancy project was completed in 2009.
 - Worked with 2005 BRAC Commission and officials from the OK National Guard to receive a new app. \$20 million, Armed Forces Reserve Center on the Southside of Vance AFB. As a requirement for this facility, Wheat Capital Road needed to be constructed. Worked with OK Transportation Dept., Oklahoma Military Planning Commission, and the City of Enid to put funding in place for completion of this road for the new entrance to the Southside of Vance AFB. Complete in 2008.
 - Worked with Wing leadership, Vance Development Authority, Woodring Airport Director, and Oklahoma Strategic Military Planning to determine funding and construction requirement for a new Joint Use Hangar to be built @ Woodring Airport. This is to be used to provide safety and cover for Military Aircraft to protect from weather or to simply hangar overnight for safety. Project Completed app. 2011.

- After the 2005 BRAC, Cooper worked with the Oklahoma Strategic Military Planning Commission, the Governor, and the OK Legislature to create legislation to allow for assistance for those communities with expansion from the BRAC Commission's recommendations. A bill was passed to assist with the first 5 years of interest on any infrastructure needed by a community with a military installation that received expansion from the 2015 BRAC project for Enid, and was identified as a new Waste

Water Treatment facility the City of Enid provides for Vance AFB. Waste Water treatment and the base is app. 20% of the overall wasted water Capacity at the Enid facility. Because of this legislation, Enid received app. \$3 million in assistance in the form of Interest payments paid for by the State of Oklahoma to complete this app. \$30 million project.

- As Mayor in 1998, Cooper started the process to determine the method of purchase of the recently closed Phillips University. Working with the Enid City Council, city manager and city attorney, they came up with idea to assist Enid with \$6 Million purchase of Phillips University. It was determined that a portion of the Community Development Block Grant could be used to assist the City with this purchase since it was in a depressed economic region. City of Enid submitted for an app. \$3 million CDBG grant to be paid out over several years and the rest is history. We now have capability to provide 4 year degrees through the new Northern Oklahoma College Campus, “Formerly Phillips University” and the Northwestern Oklahoma branch campus.
- As Chairman of the Oklahoma Strategic Military Planning Commission, Cooper worked successfully with the Governor of Oklahoma, OK legislature, Aeronautics Commission and Vance AFB. To craft legislation through the Pilot and Protection Act. This law was passed in 2007 and allows for protection against towers and structures being built within 3 miles from either end of the runways at any military Installation in the State of Oklahoma.
- More recently, Understanding the need to shelter transient military aircraft, he was able to persuade the Oklahoma Strategic Military Commission to fund \$333,000 of the \$571,000 price tag for our recently completed Joint-Use Hangar.
- In another area, when Enid leadership decided to push forward with extending the primary runway at Woodring Regional Airport to 8,000 ft in order to accommodate larger civilian aircraft and the T-38, he secured the support of Air Force leadership which precipitated that same support in the form of funding from the state. When we recognized a shortfall in the funding, Mike was able to open the FAA doors and facilitate meetings through which we were able to secure additional funding from the FAA. At the “end of the day”, 75% of this project was State funded largely due to Coopers efforts and tenacity.
- Cooper convinced the Oklahoma Strategic Military Planning Commission to assist with funding the construction of a new aircraft parking apron at Woodring Regional to help with the parking overflow of military aircraft—especially during weekend operations.

- When sequestration threatened to shut down contract control towers—like Woodring’s—he took the issue direct to Air Force top leadership who in turn went directly to FAA top leadership. As a result, Woodring was one of three that were initially spared from closing.
- He can strategize both for the short term and long term projects to benefit both Vance AFB and COE. “Such as runway extension, hangar, parking apron and now the new Terminal building all at Woodring Airport”.
- He has excellent relationships at both the State and federal level to get priorities for Enid & Vance AFB.
- He continues to serve in leadership positions at the National level as immediate Past Chair, of the Association of Defense Communities thru 2019 and then will serve a 2-year term ending in 2021 as the Chairman of the National Advisory Board. “Both positions keep him in contact with decision makers inside the Dept. of Defense, U.S. Air Force and all Senate & House Armed Services Committee members”.
- He provides leadership at local, state and federal level to support and pass legislation for improved Airspace protection for Vance AFB, Including Enid’s Joint Land Use Study (JLUS) and is working to secure funding for the Statewide Airspace Mapping Project.
- With excellent long term relationships within the Air Force, Dept. of Defense, U.S. Congress and industry leaders, Cooper can provide continued direction and accomplish goals for the Enid/Vance AFB effort.
- Cooper’s expertise and defense background allows for continuous communication and information flow for all media outlets concerning our Enid/Vance AFB protection strategies.
- Cooper continues to advise, direct and implement the Vance Development Authority’s goals and objectives.

All of these items have had a direct and positive impact on the local community and enhanced the ability of the 71 FTW to train military pilots at Vance AFB.

City Commission Meeting

8.7.

Meeting Date: 09/07/2017

Submitted By: Kristin Martin, Executive Assistant

SUBJECT:

APPROVE AND EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF ENID AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF).

BACKGROUND:

The negotiating between the City and the IAFF, the fire union, has concluded and an one year collective bargaining agreement is ready for execution. The agreement amends:

- Article 31, Incentive Pay, to increase incentive pay for EMTs and HAZ MAT Techs by \$10.00 a month;
- Article 32, Insurance, clarified the healthcare rates between the employee and employer portion per pay period;
- Article 33, Compensation, to add an additional step to the Fire Pay Plan.

RECOMMENDATION:

Approve and execute agreement.

PRESENTER:

Will H. Gill IV, Assistant City Attorney

Attachments

Agreement

**FISCAL YEARS 2017-2018
COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

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

AND

**INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS
LOCAL 3722**

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ARTICLE 1

PURPOSE OF AGREEMENT

It is the intent and purpose of this Agreement, entered into by and between the City of Enid, an Oklahoma Municipal Corporation, hereinafter referred to as City, and International Association of Fire Fighters Local 3722, hereinafter referred to as Union, to achieve and maintain harmonious relations between the City and the Union.

ARTICLE 2

RECOGNITION

The City recognizes the Union as the exclusive bargaining agent for full time paid firefighters of the Enid Fire Department, except the Fire Chief and an administrative assistant, to the extent required by the Fire and Police Arbitration Act ("FPAA").

ARTICLE 3

TERM OF AGREEMENT

Section 1. The City and the Union have, by these presents, reduced to writing the collective bargaining agreement resulting from negotiations entered into by the City and the Union.

Section 2. This agreement shall be effective as of July 1, ~~2017~~ ~~2016~~ and shall remain effective until June 30, ~~2018~~ ~~2017~~. This agreement shall thereafter continue from year to year and be automatically extended for one-year terms unless written notice of request for bargaining is given by either the City or the Union at least thirty (30) days before the anniversary date of this Agreement. However, should either the City or the Union intend to negotiate monetary issues, such notice shall be given at least one hundred and twenty (120) days before the anniversary date of this agreement. Should a notice of request for bargaining be given by either party, this agreement shall continue until a new agreement is reached.

Section 3. Before the beginning of each fiscal year during the term of this agreement, the City Commission shall determine whether to appropriate funds for expenditures under this Agreement for the fiscal year, as is required under the City's budgetary authority, and the Oklahoma Constitution and statutes. Should the City Commission fail to appropriate funds for expenditures under this agreement, either the City or the Union may elect to reopen negotiations on monetary issues only.

ARTICLE 4

MANAGEMENT RIGHTS

Section 1. The Union recognizes the prerogative of the City to operate and manage its affairs in all respects and in accordance with its responsibilities under law and to the citizens of the City, and all rights, powers and authority the City had prior to the signing of this Agreement are retained by the City and remain exclusively without limitation with the City.

Section 2. Except as, and only to the extent that, specific provisions of this Agreement expressly provide otherwise, the City retains its rights in accordance within the Constitution and Laws of the State of Oklahoma and the rights, responsibilities and duties contained in the Charter of the City of Enid, and the ordinances, regulations, and policies promulgated thereunder. Such rights include, but are not limited to, the following rights:

- A. To determine Fire Department policy and operations, including the rights to manage the affairs of the Fire Department in all aspects;
- B. To assign and determine working hours, including overtime, and to allocate and assign work or duties to members of the Fire Department;
- C. To manage and direct the members of the Fire Department, including the right to hire, evaluate, assign, schedule, examine, classify, train, promote, transfer or lay off, or to discharge, suspend, demote or discipline any member of the Fire Department, whether probationary or non-probationary, as provided in the Charter;
- D. To determine the table of organization of the Fire Department, including the right to organize and reorganize the Fire Department, to determine job classifications and ranks, to determine the number of employees to be employed by the Fire Department, to determine the manning of shifts in the Fire Department, and to determine the standards of performance of members of the Fire Department;
- E. To determine the safety, health and property protection measures for the Fire Department;
- F. To be the sole judge of the qualifications of applicants and training of new employees;
- G. To establish and enforce City and Fire Department rules, regulations, policies, procedures, directives and orders;
- H. To determine the methods, means, procedures, location and personnel by which the operations of the Fire Department are to be conducted;
- I. To introduce new, improved, or different methods and techniques of operation of the Fire Department, or change or eliminate existing methods and techniques;
- J. To maintain the efficiency of operation of the Fire Department;

- K. To determine the amount of supervision necessary;
- L. To control the departmental and City budgets;
- M. To take whatever actions may be necessary to carry out the mission of the City in situations of emergencies; and
- N. The Fire Chief has the sole authority to determine the purpose, mission, duties and responsibilities of the Fire Department.

Section 3. The rights, responsibilities and prerogatives listed in this Article are inherent to the City, the Fire Chief and/or the FCSC by virtue of constitutional, statutory and charter provisions.

ARTICLE 5

PREVAILING RIGHTS

All rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operation and administration of the Enid Fire Department currently in effect on the effective date of this Agreement shall be deemed a part of this Agreement, unless and except as modified or changed by the specific terms of this Agreement.

ARTICLE 6

HOURS OF WORK

Section 1. Employees assigned to twenty-four (24) hour shifts will work a three (3) platoon system consisting of A, B and C platoons. A work shift shall consist of twenty-four (24) consecutive hours. The work schedule will consist of two (2) work shifts of twenty-four (24) hours on duty, each followed by twenty-four (24) hours off duty, and a third (3rd) twenty-four (24) hour shift followed by ninety-six (96) consecutive hours off duty (24 on - 24 off, 24 on - 24 off, 24 on - 96 off). Shift employees shall work a twenty-seven (27) day work cycle (two hundred and four (204) hours).

Section 2. Time of shift change will be 0700 hours.

Section 3. Trading Shifts

- A. Employees on shifts may trade shifts, provided the employees are within one (1) rank of each other. Probationary firefighters must be certified to drive before they may trade shifts with drivers.

- B. All shift trading must be documented by the employees involved and submitted to the Shift Commander.

Section 4. Staff personnel will normally be scheduled for work from 0800 to 1700 hours with one (1) hour for lunch Monday-Friday, but it is recognized that the duties of staff personnel may require such personnel to work in excess of these hours and/or outside these hours.

- A. The Fire Chief may change the work schedules of staff personnel when their duties necessitate a change in their work schedules. The Fire Chief must provide twenty-four (24) hours advance notice of such changes.
- B. The Fire Chief may permit staff personnel to adjust their work schedules for other reasons when appropriate.

Section 5. Unit members called back to work by the Shift Commander on an "emergency basis", e.g. to respond to an ongoing fire or natural disaster, shall be paid a minimum of two (2) hours at time-and-a-half. If such members work more than two (2) hours after being called back to respond to an emergency, unit members shall be paid only for actual time worked.

ARTICLE 7

AVERAGE DUTY DAY FOR SHIFT PERSONNEL

Section 1. Shift exchange shall take place at 0700 hours.

Section 2. From 0700 hours to 0800 hours every day, shift personnel shall perform emergency equipment checks, and other related tasks as required.

Section 3. From 0800 hours to 1100 hours and from 1300 hours to 1700 hours Monday through Friday, and from 0800 hours to 1100 hours on Saturday, shift personnel shall perform assigned duties and tasks as determined by the Fire Chief.

Section 4. Other time will generally be considered stand down time, except as provided in Section 5, with the proviso that all shift personnel are subject to responding to calls and to perform other fire suppression duties at all times.

Section 5. Mechanics and inspectors also may be required to perform work assigned to them in the evenings and on weekends as determined by the Shift Commander.

Section 6. Suppression personnel who are not mechanics or inspectors also may be required to perform other duties which they have performed in the past, such as community awareness programs, safety seminars, public relations activities and station maintenance and clean up, as assigned by the Fire Chief or his designee. Such assignments will normally be limited to one per shift per month.

ARTICLE 8

SENIORITY

Section 1. Seniority shall mean the length of continuous service in the Fire Department, unless otherwise expressly stated in other specific sections of this Agreement. Seniority shall commence from the date on which the unit member becomes a regular employee upon satisfactory completion of a one-year probationary period. Upon completion of the one-year probationary period, the unit member's seniority will be computed retroactively to date of hire.

Section 2. Seniority shall be lost on the occurrence of any of the following:

- A. Discharge, if not reinstated;
- B. Resignation, unless an application to withdraw a resignation is made within thirty (30) days after the Fire Civil Service Commission (FCSC) receives the report of resignation from the Fire Chief, if reinstatement is recommended by the Fire Chief and consented to by the Fire Civil Service Commission;
- C. Unexcused failure to return to work upon the expiration of a formal leave of absence;
- D. Retirement.

Section 3. The City will maintain a seniority list, consisting of the unit member's name, position and date of employment.

ARTICLE 9

GRIEVANCE PROCEDURE

Section 1. Any dispute between the City, the Union or any non-probationary employee, concerning the interpretation or application of any provision of this Agreement over any of the terms or conditions of employment contained in this Agreement (except disciplinary actions covered by Section 8) shall be adjusted as set forth in this section.

Section 2.

- A. The Union, through an officer, or any non-probationary employee covered under this Agreement may file a grievance with the Union Grievance Committee within fifteen (15) calendar days of the date of an alleged violation of this Agreement occurs or becomes known to the Union, if it is a Union grievance, or to the employee, if it is an individual grievance.

- B. Within thirty (30) calendar days, the Union Grievance Committee shall determine, in their sole discretion and judgment, whether or not a grievance exists within the terms and conditions of this Section.
 - (1) If the Union Grievance Committee finds a grievance does not exist, no further proceedings will be had.
 - (2) If the Union Grievance Committee finds a grievance does exist, the procedure of Section 2.C. shall apply.
- C. If the Union Grievance Committee finds that a grievance does exist, the Committee shall submit the grievance, in writing, to the Fire Chief. The Fire Chief will sign and date two (2) copies of the grievance, one (1) copy for his file and one (1) copy for the Union to place in its file. If the Fire Chief is not at work on the date the Committee wishes to file the grievance, the Committee may submit the grievance to the City Attorney's office to be date stamped. The City Attorney's office will date stamp two (2) copies of the grievance, one (1) copy to be submitted to the Fire Chief and one (1) copy for the Union to place in its file. The City Attorney's office will transmit the grievance to the Fire Chief on the Chief's first day to return to work for the Chief's consideration.
- D. The Fire Chief shall have sixteen (16) business days from the date of his receipt of the grievance in which to submit his answer in writing to the Union Grievance Committee.
- E. The grievance shall be considered resolved unless the Union Grievance Committee, within thirty (30) calendar days requests arbitration by sending for a list of nine (9) arbitrators from the Federal Mediation and Conciliation Service (FMCS) and notifying the Fire Chief of such request.

Section 3.

- A. Prior to the initiation of arbitration, either party or the parties jointly may request mediation from the FMCS. If the grievance remains unresolved after mediation, the Union may request arbitration by sending a written request to the FMCS. Such request for arbitration shall be for a list of nine (9) arbitrators from the region in which Oklahoma is located, and shall be made within fifteen (15) calendar days of the date the mediation is completed. The Union shall also provide a copy of its request to the FMCS to the City.
- B. Within ten (10) calendar days from the receipt of the list of arbitrators from the FMCS, a representative of the Union and a representative of the City shall confer and alternately strike names until one (1) arbitrator remains who will serve as the arbitrator in the grievance. The parties will alternate in striking lists of arbitrators, with the Union striking first on all odd numbered grievances and the City striking first on all even numbered grievances.
- C. Upon notification to the Federal Mediation and Conciliation Service of the selection of the arbitrator and notification to the arbitrator of his selection, the date for arbitration shall be set

in consultation with the arbitrator, and taking into consideration the schedules of the arbitrator, the parties hereto and any employee involved.

Section 4.

- A. Within thirty (30) calendar days, if possible, after the conclusion of the hearing and submission of post-hearing briefs, the arbitrator shall issue a written opinion and decision with respect to the issue or issues presented. A copy of the decision shall be mailed or delivered to the Union and the City.
- B. The arbitration hearing shall be informal. The parties shall have the right to: cross-examine all witnesses; be represented by counsel; present evidence and argument; and submit briefs.
- C. The arbitrator shall have the right to: apply or not apply the rules of evidence as recognized by law; exclude irrelevant, incompetent, immaterial and repetitious evidence; and be the final authority as to the admissibility and relevance of evidence.
- D. The arbitrator shall have the power to administer oaths and require by subpoena the attendance and testimony of witnesses, the production of books, documents and other records.

Section 5.

- A. With respect to the interpretation or application of the provisions of this Agreement, the decisions and opinion of the arbitrator shall be final and binding upon the parties to this Agreement to the extent such decision and opinion are consistent with Oklahoma and/or federal law, as decided by a court of competent jurisdiction.
- B. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement or any supplement thereto. The arbitrator shall have no jurisdiction to establish provisions of a new Agreement or variation of the present Agreement, or to arbitrate away, in whole or in part, any provisions or amendments thereof.
- C. The arbitrator shall only consider the specific issue or issues submitted to him by the parties and shall have no authority to make any decision on any issue not so submitted.

Section 6. The cost of the impartial arbitrator shall be split equally between the parties. If a transcript of the proceedings is requested, then the party so requesting a transcript shall pay for it.

Section 7. All time limits in this Article may be extended or reduced by mutual agreement, in writing, but if not so extended or reduced, shall be strictly observed. It is agreed that if the last date of any time limit in this Article falls on a Saturday, Sunday or a legal holiday recognized by the City, that the time limit will be extended to the next regular City business days.

Section 8. The foregoing provisions govern all grievances with the exception of grievances pertaining to disciplinary actions against any employee(s). For the removal from service of a

probationary employee, the provisions of Article VII, Section B.7.5 of the Fire Department Civil Service Amendment shall apply. Arbitration of a termination of a probationary employee is not available under this agreement. Disciplinary action taken against non-probationary employees shall be for good cause pursuant to the provisions of the Fire Department Civil Service Amendment to the Enid City Charter. For the removal from service of a non-probationary employee the provisions of Article IX of the Fire Department Civil Service Amendment shall apply. Said provisions of Article IX state:

- A. Charges against any person holding an office or place of employment in the Fire Department Service of the City of Enid, may be filed by the Chief or head of the department in which the person against whom such charges are made is employed, or by any other person. Such charges shall be investigated by or before the Civil Service Commission. All charges must be in writing, signed and duly verified by the person making the same. No member of the Fire Department can be dismissed from service until proven guilty of charges previously brought, in the manner hereinafter provided.
- B. The Civil Service Commission shall cause notice in writing, together with a copy of all charges to be considered, to be personally served upon the accused or to be mailed to him at his address as shown by the records in the office of the Civil Service Commission, such notice to state the time, which shall not be less than ten (10) days after the serving or mailing of such notice, and place at which such charges will be investigated. The accused shall be given an opportunity for a public hearing in his defense at such investigation.
- C. The findings and decision of the Civil Service Commission shall be certified to the Chief of the Fire Department and shall be forthwith enforced by him.
- D. The Chief of the Fire Department may, for good cause, suspend, without pay, a subordinate for a period not to exceed thirty (30) days. In such case he must forthwith notify the Civil Service Commission in writing of the suspension and the reason therefor.
- E. Upon notification to the employee(s) involved of the decision of the Civil Service Commission, the employee(s) will have ten (10) calendar days to notify the Fire Chief of his intent to appeal the Civil Service Commission decision to arbitration. The employee(s), through the Union, shall request a list of arbitrators from the Federal Mediation and Conciliation Service within five (5) days after notice to the Fire Chief, as referenced in the preceding sentence. Such request for arbitration shall be for a list of nine (9) arbitrators from the region in which Oklahoma is located. The Union shall also provide a copy of its request to the FMCS to the City.
- F. Upon receipt of the list of arbitrators, the parties shall follow the provisions of Section 3.B. through 7 of this Article.

Section 9. It is expressly understood that the filing of a grievance under this Article which has as its last step final and binding arbitration, constitutes an election of remedies and a waiver of any rights the parties have to litigate the last answer rendered through the grievance procedure in any court or other appeal forum.

ARTICLE 10

DRUG AND ALCOHOL TESTING

Section 1. Purpose of Article.

A. The Union and the City recognize the desirability of maintaining a uniform policy for administering drug and alcohol testing for bargaining unit members in accordance with state and federal law.

The parties agree that the use and abuse of drugs and alcohol while in the workplace constitute a violation of the law, and represent a threat to personal and public safety and property and the ability of employees to perform their jobs. Unit members' work directly affects the safety of the public and other fire fighters. Having a substance abuse problem renders an employee unfit for duty. Such behavior shall not be tolerated and the City will administer a program to educate employees regarding the hazards of substance abuse and to eliminate such abuse. The City's program shall include efforts to rehabilitate employees suffering from substance abuse problems.

The parties agree that the City and the Union have a joint interest in workplace safety, and the elimination of substance abuse. The parties recognize that an effective means to reduce and hopefully eliminate drug and alcohol abuse by employees is drug and alcohol testing.

B. Definitions.

1. "Alcohol" means ethyl alcohol or ethanol;
2. "Confirmation test" means a drug or alcohol test on a sample to substantiate the results of a prior drug or alcohol test on the same sample and which uses different chemical principles and is of equal or greater accuracy than the prior drug or alcohol test;
3. "Drug" means amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, or a metabolite of any of the substances listed herein;
4. "Drug or alcohol test" means a chemical test administered for the purpose of determining the presence or absence of a drug or its metabolites or alcohol in a person's bodily tissue, fluids or products;
5. "Random selection basis" means a mechanism for selecting employees for drug or alcohol testing that:
 - a. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected, and

- b. does not give an employer discretion to waive the selection of any employee selected under the mechanism;
6. "Reasonable suspicion" means a belief that an employee is using or has used drugs or alcohol in violation of the employer's written policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience, and may be based upon, among other things:
- a. observable phenomena, such as:
 - (1) the physical symptoms or manifestations of being under the influence of a drug or alcohol while at work or on duty, or
 - (2) the direct observation of drug or alcohol use while at work or on duty,
 - b. a report of drug or alcohol use while at work or on duty, provided by reliable and credible sources and which has been independently corroborated,
 - c. evidence that an individual has tampered with a drug or alcohol test during his employment with the current employer, or
 - d. evidence that an employee is involved in the use, possession, sale, solicitation or transfer of drugs while on duty or while on the employer's premises or operating the employer's vehicle, machinery or equipment;
7. "Review officer" means a person, qualified by the State Board of Health, who is responsible for receiving results from a testing facility which have been generated by an employer's drug or alcohol testing program, and who has knowledge and training to interpret and evaluate an individual's test results together with the individual's medical history and any other relevant information;
8. "Sample" means tissue, fluid or product of the human body chemically capable of revealing the presence of drugs or alcohol in the human body;
9. "Testing facility" means any person, including any laboratory, hospital, clinic or facility, either off or on the premises of the employer, which provides laboratory services to test for the presence of drugs or alcohol in the human body.

Section 2. City of Enid Fire Department Policy Against Substance Abuse.

A. Alcohol.

- 1. Unit members are not permitted to consume alcohol within the four (4) hours just prior to beginning work;

2. Unit members are not allowed to purchase, sell, distribute or possess alcohol while at work;
3. Unit members are not allowed to consume alcohol while on duty, and are not permitted to be or remain on duty while under the influence of alcohol or with the odor of alcohol on their breath; and
4. Unit Members are prohibited from consuming alcohol immediately following any motor vehicle accident that occurs while on the job until the employee is tested or a decision is made not to test the employee.

B. Drugs.

1. Unit members are not allowed to perform their regular duties when using any prescription drug except if the use is pursuant to the instructions of a physician who has advised the unit member that the drug does not adversely affect the unit member's ability to safely perform fire duties;
2. Unit members are required to inform their supervisors when they are taking or have taken drugs which may induce drowsiness or otherwise impair their ability to operate equipment safely; and
3. Unit members are not permitted to use, possess, sell, or distribute illegal drugs.

Section 3. Testing Circumstances.

The City of Enid may require an employee to undergo drug or alcohol testing in the following circumstances: reasonable suspicion testing; post-accident testing; random testing; and post-rehabilitation testing.

- A. Failure to cooperate in such testing by the unit member, or refusal or inability to provide a requisite sample or specimen for a drug or alcohol test will subject the unit member to discipline, up to and including termination.

Section 4. Reasonable Suspicion Testing.

- A. The City may request or require a unit member to undergo drug or alcohol testing when the City has a reasonable suspicion that the unit member has violated the City of Enid Fire Department substance abuse policy, as stated in Section 2 above.
- B. The affected employee shall be given the opportunity to explain alternative reasons for the physical symptoms or articulable phenomena before any drug or alcohol testing shall be undertaken.

- C. A written record of the observations leading to a drug or alcohol test shall be created, documenting all bases upon which testing was initiated, and signed by the individual who made such observations. Supervisors are required to detail in writing on the Observation of Impairment Report, the specific facts, symptoms and observations which form the basis for their determination that reasonable suspicion exists to warrant the testing of an employee. This report shall be forwarded to the assistant city manager or his designee. The facts underlying the determination of reasonable suspicion shall be verbally disclosed to the employee at the time the demand for a sample is made, and the employee will be provided with copies of the documents referenced in this subsection.
- D. The City shall provide a program of training to assist supervisory personnel in identifying employees with substance abuse problems. Such training will be directed toward helping supervisors recognize the conduct and behavior giving rise to a reasonable suspicion of substance abuse. Supervisors must annually attend at least one (1) hour of training on alcohol misuse and substance abuse.

Section 5. Post-Accident Testing.

The City may require a unit member to undergo drug or alcohol testing if the unit member or another person has sustained a work-related injury or the City's property has been damaged, including damage to equipment, in an amount reasonably estimated at the time of the accident to exceed five hundred dollars (\$500.00). The employee shall remain on duty following an accident until released from duty by the City.

Section 6. Random Testing

- A. The City may request or require unit members to undergo drug and/or alcohol testing on a random selection basis.
- B. Unit employees shall be randomly tested at the following test rates:
 - 1. Up to fourteen (14) employees selected for drug and alcohol testing per quarter.
 - 2. An employee, already randomly selected twice within any one (1) fiscal year shall be excluded from further random selection testing for the fiscal year.
 - 3. Notwithstanding subsections B.1-3, all unit members shall be subject to a second random selection pool in which 10% of unit members may be tested for drugs and/or alcohol during the fiscal year.
- C. The City shall strive to ensure that random alcohol and controlled substances tests, conducted pursuant to this article, are unannounced.
- D. Every unit member who is selected for random drug and/or alcohol testing shall proceed to the test site immediately upon notification, unless the unit member is actively performing a safety sensitive function at the time of notification which will not reasonably allow his

replacement. In such cases, the unit member's supervisor shall ensure that the unit member proceeds to the testing site as soon as possible.

- E. Unit members will be informed that they have been selected to submit samples after they have arrived at work on the day of collection. Specimen collections shall occur as soon as possible after the unit member is selected to minimize the opportunities for a unit member to take any action that could invalidate or distort test results. Unit members shall be tested only during working hours as instructed by the Fire Chief and his designee.
- F. Fire department employees shall be considered a separate pool of employees for purposes of random testing.

Section 7. Post-Rehabilitation Testing.

- A. The City may request or require a unit member to undergo drug or alcohol testing without prior notice to the unit member for a period up to two (2) years commencing with the unit member's return to work, following a confirmed positive test, if the employee is permitted by the City to retain employment, or following participation in a drug or alcohol dependency treatment program under an employee benefit plan or at the request of the City.. Such unit members will be subject to follow-up testing which will include at least six (6) unannounced drug/alcohol tests during the first year following the rehabilitation and/or the positive test.
- B. Post-rehabilitation testing shall be conducted in addition to any other testing the employee is subject to under this policy.

Section 8. Substances, which may be tested for (including the appropriately related metabolites).

- A. The City of Enid may only test for drugs and alcohol as defined in the Standards for Workplace Drug and Alcohol Testing Act, including any controlled substances approved for testing by rule by the State Commissioner of Health, including the following substances:
 - 1. Ethyl alcohol or ethanol (beer, liquor, etc.)
 - 2. Cannabinoids
 - 3. Cocaine
 - 4. Amphetamines
 - 5. Opiates
 - 6. Phencyclidine
 - 7. Hallucinogens
 - 8. Methaqualone
 - 9. Barbiturates
 - 10. Benzodiazepines
 - 11. Semi-Synthetic and Synthetic narcotics

Section 9. Testing Levels for Drugs.

- A. A field screening test shall be used as the initial test for drugs. Any positive field screening test must be confirmed by the laboratory testing methods set out below.
- B. Urine or saliva shall be used for the initial test for all drugs. The following initial cut-off levels shall be used when screening specimens to determine whether they are negative for drugs or their metabolites:

<u>Substance</u>	<u>Test Level (ng/nl)</u>
Marijuana Metabolites	50
Cocaine Metabolites	300
Opiate and Metabolites	2,000
Semi-synthetic and Synthetic Narcotics	300
Phencyclidine	25
Amphetamines	1,000
Barbiturates	300
Benzodiazepines	300
Methaqualone	300.

- C. Urine shall be used for the confirmation test for all drugs. All specimens identified as positive on the initial screen test shall be confirmed using gas chromatography-mass spectrometry (GC/MS) techniques at the following cutoff levels for these drugs or their metabolites:

<u>Substance</u>	<u>Confirmatory Levels (ng/ml)</u>
Marijuana metabolites	15
Cocaine metabolites	150
Opiates and Metabolites	2,000
Semi-synthetic and Synthetic Narcotics	300
Phencyclidine	25
Amphetamines	500
Barbiturates	300
Benzodiazepines	300
Methaqualone	300

- D. Unit members with a presumptive positive on a field screening test shall be placed on paid Administrative Leave until the confirmation test is received by the City.

Section 10. Testing Levels for Alcohol.

- A. A field screening test shall be used as the initial test for alcohol. Any positive field screening test must be confirmed by the laboratory testing methods set out below.
- B. Breath, saliva or urine samples will normally be used for the initial test for alcohol. Blood may be used for initial testing when an alcohol screening device, EBT, or appropriately

trained breath alcohol technician is not readily available to conduct alcohol testing by breath or saliva. In the case of random alcohol testing, only breath, saliva or urine samples will be used.

1. An alcohol concentration of 0.02 or greater shall be considered a positive initial test for alcohol.
2. An alcohol concentration of 0.02 or greater shall be considered a positive confirmation test for alcohol.

Section 11. Drug or Alcohol Testing Methods and Documentation

- A. All collection, storage, transportation, and testing procedures shall be conducted in accordance with the rules established by the Oklahoma Board of Health at the time the testing is performed and any applicable federal statutes and regulations, including, but not limited to, the following:
1. All samples shall be collected and tested only by individuals deemed qualified by the State Board of Health, including qualified City employees, and may be collected on the premises of the employer with a qualified field test kit or at a testing facility. If City personnel collect the sample, they shall keep the initial field test results strictly confidential and only release information about the collection or sample to the testing laboratory and to the applicant or employee furnishing the sample..
 2. Testing facilities shall provide laboratory services that meet the qualifications established for testing facilities pursuant to Section 7 of the *Oklahoma Standards for Workplace Drug and Alcohol Testing Act* and standards of and be licensed by the State Board of Health to perform such tests.
 3. Only samples deemed appropriate by the State Board of Health for drug and alcohol testing shall be collected and appropriately labeled to preclude the possibility of erroneous identification of test results.
 4. The collection of samples shall be performed under reasonable and sanitary conditions.
 5. A sample shall be collected in sufficient quantity (at least 60 milliliters) for splitting into two separate specimens, pursuant to rules of the State Board of Health, to provide for any subsequent independent analysis in the event of challenge of the test results of the main specimen.
 6. If the unit member is unable to provide 60 milliliters of urine, the employee, at the direction of the collection site person, shall drink fluids and after a reasonable time again try to provide a complete sample using a fresh collection container. The unit member has a maximum of two hours in which to provide a complete sample.

7. Samples shall be collected with due regard to the privacy of the unit member being tested. In the instances of urinalysis, no employer or representative, agent or designee of the employer shall directly observe an applicant or employee in the process of producing a urine sample, except for retesting where there is reason to believe that the unit member altered or substituted the specimen provided.
 8. Sample collection, storage and transportation to the testing facility shall be performed so as to reasonably preclude the probability of sample contamination or adulteration.
 9. Sample testing shall conform to scientifically accepted analytical methods and procedures. Testing shall include confirmation of any positive test result by gas chromatography-mass spectroscopy or an equivalent scientifically accepted method of equal or greater accuracy, at the cutoff levels approved by the State Board of Health.
 10. A written record of the chain of custody form for each sample shall be maintained from the time of the collection of the sample until the sample is no longer required.
 11. Sample collection will be documented, including labeling of samples so as reasonably to preclude the probability of erroneous identification of test results.
 12. An opportunity shall be given to the unit member to provide notification of any information which the unit member considers relevant to the test, including identification of currently or recently used prescription or nonprescription drugs, or other relevant information.
 13. An employee who is found to have a confirmed positive drug test may request that the split sample be sent for a retest. Such testing facility shall also meet the standards set forth in this article.
- B. Upon demand that the employee submit a sample for testing, the employee shall receive a written description of his or her rights, obligations and options, as set forth in subsection 1 below. Thereafter, the employee will be escorted to a location on City property where a qualified City employee will collect a sample using a qualified field test kit. City shall not schedule random testing unless or until there are adequate testing supplies and employees to conduct the testing.
- C. Prior to testing, the employee shall sign a consent form authorizing: (1) the medical facility to take the specimen; and (2) authorizing the testing laboratory to release the test results to the medical review officer designated by the City to review an analysis of the samples and thereafter from the medical review officer to the designated substance abuse policy administrator. The consent forms shall provide space for the employee to acknowledge that he or she has been notified of the substance abuse policy. An employee's refusal to sign the consent form shall constitute a refusal to be tested.

D. Employee and Applicant Rights, Consent and Release Form.

EMPLOYEE AND APPLICANT RIGHTS

You, as an applicant or as an employee of the City of Enid, have been asked to give a sample for testing pursuant to the City of Enid's Drug and Alcohol Testing Policy, the Standards for Workplace Drug and Alcohol Testing Act, 40 O.S. § 551, et seq., and any applicable Collective Bargaining Agreement. You, as an applicant or employee, have the following rights:

1. The right to explain, in confidence, the result of your drug or alcohol test.
2. The right to refuse to provide a sample; however, refusal may result in the removal of your name from the list of applicants for a position, or if you are a current employee, refusal may result in disciplinary action up to and including termination.
3. The right to obtain a copy of all information and records related to your testing.
4. The right to confidentiality: The results of testing shall be the property of the employer and, upon the request of the applicant or employee tested, shall be made available for inspection and copying. The employer shall not release any testing records to any person other than the applicant, employee, or the employee's review officer, unless the applicant or employee, in writing, following the receipt of the test results, has expressly granted permission for the employer to release such records. A testing facility shall release the results of the drug or alcohol test, and any analysis and information related thereto, to the individual tested upon request.
5. The right to receive compensation and receive benefits, if applicable, that may accrue during the time taken for testing.
6. The right to request a retest of the sample in order to challenge a positive test result. If the employee demands a retest, he shall be responsible for the cost of such test unless the retest reverses the findings of the challenged positive result. If the retest reverses the challenged positive result, the City of Enid will reimburse the employee for the cost of the retest. A request for retesting must be made within twenty-four (24) hours of receiving notice of a positive result.

By signing below, I declare that I have read the foregoing information on my rights, or it has been read to me, and that I fully understand all of the information contained within this document.

Employee's Printed Name

Employee's Signature

Date

CONSENT AND RELEASE

Please mark one box with an "X" to indicate whether you will consent to a drug and/or alcohol test.

I voluntarily consent and agree to submit to the drug and/or alcohol test, which may include a urine test for controlled substances and/or evidential breath or blood test, or saliva test, by doctors or other qualified persons. I also consent to the results of my test being released to the City of Enid's Medical Review Officer.

OR

I do not consent or agree to submit a sample for testing. I understand that my refusal may result in the removal of my name from a list of applicants for a position, or, if I am a current employee, my refusal may result in disciplinary action up to and including termination.

Employee's Printed Name

Employee's Signature

Date

Section 12. Confidentiality of testing results and records.

- A. The City shall maintain all drug and alcohol test results and related information, including, but not limited to, interviews, reports, statements and memoranda, as confidential records, separate from other personnel records.
- B. Such records, including the records of the testing facility, shall not be used in any criminal proceeding, or any civil or administrative proceeding, except in administrative actions taken by the employer.
- C. The records described in paragraph A of Section 12 and maintained by the City shall be property of the employer and, upon request of the unit member, shall be made available for inspection and copying to the unit member.
- D. The City shall not release such records to any person other than the unit member or the City's medical review officer, unless the unit member, in writing following receipt of the test results, has expressly granted permission for the City to release such records or pursuant to a valid court order.
- E. A testing facility, or any agent, representative or designee of the facility, or any review officer, shall not disclose to any employer, based on the analysis of a sample collected from a unit member for the purpose of testing for the presence of drugs or alcohol, any information relating to:

1. the general health, pregnancy or other physical or mental condition of the unit member; or
 2. the presence of any drug other than the drug or its metabolites that the City requested to be identified and for which a medically acceptable explanation of the positive result, other than the use of drugs, has not been forthcoming from the unit member, provided however, a testing facility shall release the results of the drug or alcohol test, and any analysis and information related thereto, to the individual tested upon his request.
- F. If the test result is negative, the MRO shall only inform the City that the test was negative, without disclosing any other information.

Section 13. Costs.

- A. The City is responsible for the costs of testing for drugs or alcohol required by the City, provided however that if an employee requests a retest of a sample to challenge the findings of a positive test, the employee is responsible for all costs of the retest, unless that test reverses the findings of the previous test, in which case the City shall reimburse the unit member for the costs of the retest.
- B. Any drug or alcohol testing by the City shall occur during the regular work period of current unit members, and is deemed as work time for purposes of compensation and benefits for current employees.

Section 14. Refusal to Undergo Testing/Tampering with Sample.

- A. Unit members refusing to undergo testing according to the terms of this article may be subject to disciplinary action up to and including termination. A refusal to submit to a test includes: failing to provide an adequate sample for testing without a valid medical explanation; engaging in any conduct that obstructs the testing process or constitutes tampering or substitution; and refusal to sign the consent form discussed in this section.
- B. Employees found supplying or attempting to supply an altered sample or a substitute sample, not their own, by whatever means, may be subject to disciplinary action up to and including termination.

Section 15. Testing Procedure.

When the City deems it appropriate for a unit member to be required to undergo drug or alcohol testing, the unit member shall be escorted by the supervisor designated by the City from the time the employee is notified of testing, until being tested.

Section 16. Policy Posting procedures.

- A. A copy of this article shall be posted on the department's bulletin board. Each unit member shall be provided a copy of this article.

Section 17. Disciplinary Action.

- A. Any confirmed positive test result may result in discipline up to and including termination of employment.
- B. A violation of this article may result in discipline up to and including termination of employment.
- C. Unit members who are requested to undergo drug or alcohol testing shall have the opportunity to self refer into the employee assistance program. However, such self referral will not result in the unit member avoiding discipline, up to and including termination.

Section 18. Employee Assistance Program ("E.A.P.").

The City shall maintain either an in-house or contracted for "Employee Assistance Program," which at a minimum, provides for drug and alcohol dependency evaluation and referral services for substance abuse counseling, treatment or rehabilitation.

Section 19. Appeal Procedures, and Remedies.

- A. Unit members may appeal any discipline imposed as a result of drug or alcohol testing via the grievance procedure.
- B. The Oklahoma Standards for Workplace Drug and Alcohol Testing Act provides that any person aggrieved by a willful violation of the Act may institute a civil action for declaratory or injunctive relief and damages, and provides for misdemeanor penalties for knowing and willful violations of the Act.

Section 20. Consent.

- A. Unit members recognize and acknowledge that their consent for sample collection to determine the presence of alcohol and/or drugs is implicit in accordance with this policy.
- B. Unit members recognize and acknowledge that the designated collection site and/or testing facility may conduct appropriate initial screening tests and confirmation tests on blood, breath and/or urine samples when requested by the City in accordance with this policy. Unit members agree they will sign appropriate requisition/authorization form(s) provided by the collection site and/or testing facility, when necessary, to facilitate the collection of a test sample.

- C. Unit members authorize the designated testing facility to release test results to the City's Medical Review Officer ("MRO").
- D. Employees acknowledge that refusal to undergo testing according to the terms of this article shall cause them to be subject to discipline, up to and including termination.

ARTICLE 11

PERFORMANCE FILES & PERSONNEL MANUAL

Section 1. A unit member may review his or her performance file under the supervision of the Fire Chief or his designee at a reasonable time. If a unit member wishes to review his or her performance file, the unit member must make a request in writing in advance to schedule the time at which the unit member will be permitted to review his or her performance file.

Section 2. It is agreed that the City will notify the affected unit member of any documents concerning investigations, complaints, reprimands, counseling sessions for violations of any rules, regulations or policies that may be considered detrimental to the unit member's position, future or advancement with the Fire Department that the City places in the unit member's performance file.

Section 3. Performance records are available only to the following for official City purposes: the employee, the employee's supervisor, the Fire Civil Service Commission, and may be provided to the City Attorney, City Manager and anyone who has a legitimate business need in handling the file, at the discretion of the Fire Chief.

Section 4. An official Personnel File will be maintained in the Human Resources Department on each employee of the Enid Fire Department and will contain documents related to the person's employment with the City, such as applications for employment, personnel action forms and tax withholding information.

Section 5. It is agreed that the Fire Department will utilize the Personnel Manual in effect at the time of this contract unless the provisions of this agreement and/or the charter conflict with the manual. Should the City make changes to the Personnel Manual during the term of this contract, those changes shall not apply to the Union until the Union has had an opportunity for review and approval by MOU.

ARTICLE 12

LEAVES

Section 1. Members of the bargaining unit shall receive vacation time as follows:

<u>Years of Service</u>	<u>Shift Personnel</u>	<u>Staff Personnel</u>
1-4	7 shifts	13 days
5-9	8 shifts	15 days
10-14	9 shifts	18 days
15-19	11 shifts	22 days
20 or more	12 shifts	24 days

Section 2. Vacation leave for all personnel shall be scheduled with the approval of the Fire Chief or his designee. The Fire Chief has the authority to grant or deny any vacation leave. Once a vacation has been approved by the Fire Chief, the Fire Chief will not cancel an employee's vacation leave.

- A. During a bargaining unit member's scheduled vacation leave, that member shall be considered to be on vacation from the end of the member's last regularly scheduled shift prior to the members scheduled vacation, until the beginning of the shift that the member is scheduled to return to duty.
- B. Vacation leave shall be considered as hours worked for Fair Labor Standards Act (FLSA) purposes.

Section 3. Sick Leave.

- A. Sick leave is available to members of the bargaining unit only when such employees are unable to perform their duties due to personal sickness or injury, or for medical or dental appointments.
- B. A shift employee is required to make notification between 0630-0700 of his intention to use sick leave. A staff employee is required to notify the dispatcher on duty between 0730-0800 of his intention to use sick leave.
- C. Any sick leave granted for medical or dental appointments shall not exceed the actual time necessary for examination or treatment, and reasonable travel time.
- D. Members of the bargaining unit shall be charged sixteen (16) hours sick leave for each full shift of absence. Absences of less than a full shift will be charged to the nearest full hour, except that members of the bargaining unit will not be charged more than sixteen (16) hours sick leave for a full twenty-four (24) hour shift, nor more than eight (8) hours sick leave for a half shift (twelve (12) hours).

- E. Sick leave shall accrue at the rate of eight (8) hours per month, or 3.69 hours per pay period, with a maximum accrual and carryover of ninety (90) days (seven hundred and twenty (720) hours).
- F. Members of the bargaining unit who have accrued ninety (90) days (seven hundred and twenty (720) hours) of sick leave will be eligible for sick leave buy back not to exceed Fifty Dollars (\$50.00) per day and twelve (12) sick leave days per year. This sick leave buy back benefit shall only be paid for sick leave days accrued and not taken during the fiscal year. No employees shall be eligible to accrue or carry over more than ninety (90) days of sick leave. Sick leave buy back shall be completed by August 31st.
- G. Upon the retirement of any member of the bargaining unit after twenty (20) or more years of continuous service, or disability retirement in the line of duty, the City agrees to buy back up to ninety (90) days of a unit member's accrued and unused sick leave at Fifty Dollars (\$50.00) per day.
- H. The Fire Chief may require a release to return to work from a medical doctor before an employee may return to work after being off due to serious illness or injury.
- I. The Fire Chief may require a treating health care provider's written statement at any time the Fire Chief has reason to believe that personal sick leave is being abused. In such event, the Fire Chief shall put his reasons in writing and shall deliver a copy to the person involved. The Fire Chief may require a written statement from the treating health care provider before approving sick leave with pay of more than seventy-two (72) consecutive hours per occurrence.
- J. Bargaining unit members must use all available paid leave (sick leave and vacation leave) before the member is eligible to take leave without pay for sick leave purposes. Leave without pay for sick leave purposes must be approved by the Fire Chief.

Section 4. Funeral/Emergency Leave. When a member of an employee's immediate family dies or sustains a serious injury or illness or it is necessary to provide care and attendance for a member of the employee's family who resides with the employee or who is dependent on the employee to handle any critical illness or disease, the employee may be granted emergency leave. Emergency leave may not exceed three (3) shifts for shift personnel or a total of six (6) days for other personnel per fiscal year. Absences resulting from need to care for a family member not rising to the level of a critical injury or serious illness should be charged to emergency personal leave, vacation, or leave without pay.

- A. Funeral/emergency leave shall also be allowed for an employee to attend the funeral of, make funeral arrangements for, or perform other related activities involving an immediate family member, defined as spouse, children, parents, grandparents, grandchild, brother or sister (all to include step, half, and foster relationships), aunts, uncles, or any relative residing permanently with and dependent upon said employee. Funeral/emergency leave may also be used by an employee for situations involving his or her spouse's immediate family members, as defined above. The Chief does not have the discretion to allow a more

lenient interpretation of this leave, except he may approve funeral/emergency leave in excess of the maximum stated above which will be charged in the following order: emergency personal leave, vacation and leave without pay. For funeral attendance of individuals not falling within this definition, the employee may request emergency personal leave, vacation, or leave without pay.

- B. Funeral/emergency leave shall be considered as hours worked for FLSA purposes.
- C. Emergency personal leave of twenty-four (24) hours for shift personnel shall also be allowed at the discretion of the Fire Chief or his designee for other extenuating circumstances which may prevent an employee from normal attendance. Emergency personal leave of sixteen (16) hours for staff personnel shall also be allowed at the discretion of the Fire Chief or his designee for other extenuating circumstances which may prevent an employee from normal attendance. Emergency personal leave must be used within the fiscal year and may not be carried over to the next fiscal year.
- D. The amount of leave to be granted will be determined by the Fire Chief, taking into consideration the facts in each case. It shall not be automatic.

Section 5. Attendance Incentive Program.

- A. In cases where an employee does not use any sick leave during the fiscal year, the City will grant said employee twenty-four (24) hours leave if the employee is a shift employee and eight (8) hours leave if the employee is a staff employee.
- B. This leave time will be added to an employee's vacation leave, and will be scheduled in accordance the Fire Department's rules and regulations on scheduling vacation leave.
- C. If the employee does not use the time earned from the Attendance Incentive Program during the fiscal year, the employee shall be allowed to carry said time over for one (1) fiscal year.

ARTICLE 13

RETURN TO WORK/FITNESS FOR DUTY

Section 1. The City and the Union mutual recognize that the physical and mental health and the physical fitness of each employee are of paramount importance. Therefore, the parties agree as follows:

- A. The Union and the Fire Chief will appoint members to a committee to work out a proposal.
- B. Such proposal shall be finalized within six (6) months of the execution of this contract.

ARTICLE 14

BULLETIN BOARDS

Section 1. The City agrees to provide reasonable space in the main fire station and each substation, not to interfere with the normal operations of the Fire Department, for a bulletin board for the posting of notices limited to Union business, notice of meetings, seminars, workshops, legislative updates, safety bulletins and other like Union information. The existing bulletin boards are agreed to by both parties as to the size, type and location. The Union agrees that it is responsible for the cost of such bulletin boards. Should the Union wish to change any bulletin board, it is agreed that the City has the right to approve the size, type and location of each bulletin board for the main fire station and each substation. No more than one Union bulletin board may be put up in each station.

Section 2. It is understood there shall be no material posted of a derogatory, libelous or inflammatory nature toward the City, its employees, its citizens, or others, or relating to any local political candidate, race or election.

Section 3. It shall be the Union's responsibility to maintain the material posted on the Union bulletin boards, including to ensure that the material posted is in conformity with this section and the material posted on the substation boards is the same as the material posted on the main station board. Further it is the Union's responsibility to ensure the prompt removal of outdated material and that the posting of material is limited only to the bulletin board. In the event information is posted that is not in accordance with this Section, the Fire Chief or his designee may immediately remove such information and thereafter notify the Union President.

ARTICLE 15

REDUCTIONS IN FORCE

Section 1. The application of seniority in reductions in force will be as follows:

- A. Unit members with the least seniority in the Enid Fire Department shall be laid off first. The City shall provide thirty (30) days notice to the affected employee(s) and the president of the Union.
- B. If after a reduction in force there is a vacancy in the Fire Department, the City shall reinstate a laid off employee to the same classification in which he was formerly employed. Reinstatement shall be done in the order of the person with the most seniority being recalled first. Leave time will not accrue during a period of lay off. Upon reinstatement, vacation leave, sick leave and seniority will be reinstated at the rate which is in effect on the date of reinstatement. Additionally, all leave not paid upon lay-off shall be restored to employee upon reinstatement.

- C. The City will place laid off individuals on a recall list. In case of a recall, contact will be made by certified mail to the individual and the Union president at the address on file in the personnel office. It is the individual's responsibility to keep the personnel office informed of his current address and telephone number. Each individual contacted will be given eighteen (18) days to notify the City of his intentions. The eighteen (18) day time frame begins from the date of mailing of the notice. If the individual fails to notify the City within this eighteen (18) day period, he will relinquish all recall rights. If the individual does notify the City of his intention to return to work, but fails to report to work on the agreed upon starting date, he will relinquish all recall rights.

ARTICLE 16

UNION OR FIRE SERVICE BUSINESS

Section 1. Union Business.

- A. The Union is granted up to two hundred and forty (240) hours off per fiscal year with pay for the purpose of conducting Union business. Such leave for Union business shall be limited to attending PFFO conventions, seminars or workshops, IAFF conventions, seminars or workshops, AFL-CIO conventions, seminars or workshops, preparation of grievances, preparation for negotiations, and preparation for and participation in arbitrations. The specific Union members who shall be allowed to take said time off with pay is to be determined by the Union President.
- B. Written request for Union business leave shall be forwarded to the Fire Chief at least three (3) days in advance for his approval. The Fire Chief may disapprove leave for Union business if such leave would adversely affect the operations of the Department.
- C. Leave for Union business shall be considered as hours worked for FLSA purposes as long as the leave coincides with the members regularly scheduled work hours.
- D. The members of the Union's negotiating team, not to exceed four (4), shall be allowed time while already on duty, subject to call, to attend negotiating sessions which shall be set by the City and the Union for the purposes of collective bargaining.

Section 2. Fire Service Business

Firefighters who serve on the Oklahoma Firefighters Association Committees (OSFA) or any other fire related committees or organizations that are specifically approved by the Fire Chief may be paid when they take off from scheduled work to attend such meetings. The Fire Chief may approve or disapprove such leave based upon operational efficiencies.

ARTICLE 17

CERTIFIED WORKPLACE MEDICAL PLAN

The City of Enid will utilize a certified workplace medical plan to provide medical care and case management for employees who have work related injuries.

ARTICLE 18

INTERNET USE

Policy on E-mail, Computer, Text Messages, Cell phones and Internet Use

Use of City provided computers or City provided cell phones for conversations, e-mailing, texting or access to Internet for any of these activities is prohibited:

- 1) Sending, downloading, displaying, printing, or otherwise disseminating or failing to delete material that is sexually inappropriate or explicit, profane, obscene, harassing, fraudulent, racially offensive, defamatory, or otherwise unlawful;
- 2) Accessing information to which employee is not authorized;
- 3) Disseminating or storing commercial or personal advertisements, solicitations, promotions, destructive programs (that is, virus or self-replicating code), political information, or any other unauthorized material;
- 4) Logging into the computer system at an unauthorized terminal;
- 5) Except when performing work-related duties, wasting time and computer resources by sending mass mailings or chain letters, retrieving on-line radio stations, playing games, engaging in online non-city related chat groups, viewing, downloading or sending material to U-Tube, viewing, chatting or creating My Space, Face Book or other social network pages, purchasing personal items via on-line auctions, forwarding jokes, pictures, videos, or web-links, or otherwise creating unnecessary network traffic;
- 6) Using or copying software in violation of a license agreement or copyright;
- 7) Violating any state, federal, or international law; or
- 8) Failing to report unauthorized computer use or for any prohibited activities.

Access to all sites on the Internet is recorded and will be periodically reviewed by the City. The City reserves the right to monitor and log all network activity including e-mail, Internet, texting and cell phone use, with or without notice. Users should have no expectation of privacy or confidentiality when using these resources.

Access to the Internet and the e-mail system is not confidential; and information produced either in hard copy or in electronic form is considered City property. As such, these systems should not be used for personal or confidential communications. Deletion of e-mail or other electronic information may not fully delete the information from the system.

Taxpayers have a right to expect wise and appropriate use of city owned equipment and technology. We need to be faithful stewards of this trust. Also, because this is City equipment and technology, provided to you by the City so you are better able to do the work you do, your supervisor, and management have the right to read anything that is on that computer, or cell phone, including any personal email. No one should perceive their personal computer use, or use of a City cell phone as “private” – ever.

All Internet, cell phone, and email use involving the City's computer system or City electronic communication devices are subject to the Open Records Act, which means that members of the public or the media may request and receive copies of employees' emails, text messages and other Internet activities. This fact further eliminates any expectation of privacy that employees might have in their email and Internet activity involving City computers or cell phones.

This policy does not prohibit “brief” personal communications or use during stand-down hours as long as it does not become time consuming or detract employees from their work for extended periods of time. It is understood that an occasional email may be used for personal correspondence as long as it does not interfere with City business, is done on break time, and does not otherwise violate this policy.

All employees are required to read this policy and sign acknowledgement that they understand and will adhere to this policy. Please return this policy to the Human Resources Department through your supervisor.

I, _____, acknowledge receipt of the above referenced policy. I have read this policy and understand its content.

ARTICLE 19

UNIFORMS

Section 1. Uniform standards shall be determined by a committee formed of two representatives of the Union and two representatives of the City. The committee will meet and unanimously agree on any changes to the current uniforms in the Fire Department. Until such time as the committee reaches a unanimous recommendation on changing the uniform standards, the current standards shall remain in place, and all employees shall be required to comply with the current uniform standards.

Section 2. Instead of separate allowances for the purchase and cleaning of uniforms as was provided in the collective bargaining agreement for fiscal year 1997-98, the City and the Union

agreed in the collective bargaining agreement for fiscal year 1998-99 that the amounts previously paid separately as uniform purchase and cleaning allowances would be added to employees' base annual pay, and employees would not receive any separate uniform allowances. This practice will be continued for this fiscal year.

Section 3. All personal safety equipment approved and required by the City shall be provided by the City. Personal safety equipment does not include uniforms covered by Section 1. All personal safety equipment shall meet or exceed NFPA standards at the time said safety equipment is purchased.

Section 4. For newly hired employees only, the City will pay a new hire \$300.00 for the purchase of their uniforms. This payment will be made in the first paycheck the newly hired employees receive. The parties agree that this initial payment shall be deducted from the newly hired employee's pay at a rate of twenty-five dollars (\$25.00) per month, (\$12.50 bi-weekly) for the newly-hired employee's first 12 months of employment.

ARTICLE 20

PERSONAL PROPERTY

Section 1. The City agrees to repair or replace eyeglasses, contact lenses, dentures and/or watches which are unexpectedly destroyed or damaged as a result of a unit member's on-the-job work duties, subject to the remaining sections of this Article.

Section 2. A unit member shall be required to notify the Fire Chief or Assistant Fire Chief, in writing, of a claim for repair or replacement of personal property within ten (10) days of the damage or destruction of the unit member's eyeglasses, contact lenses, dentures or watches. A unit member shall be required to provide the City with documentation to verify the claim, including a written estimate of repair or replacement of the items damaged or destroyed, and a receipt for the purchase of replacement personal property if the City agrees to replacement of the item. The City shall only be responsible for paying for repairs or replacements it approves.

Section 3. The maximum amount payable for any and all items damaged in a single occurrence shall be two hundred and fifty dollars (\$250.00) for glasses, contact lenses and dentures, and twenty-five dollars (\$25.00) for watches. If such an item of personal property is replaced, the replacement item must be of a similar type and quality. The City may require a statement from an individual experienced and qualified in the repair of the appropriate item as to the feasibility and practicability of repair of the item versus replacement of the item.

Section 4. This Article creates no property right for unit members, or responsibility or liability of the City to pay any claim which may arise from incidents in which personal property is damaged or destroyed.

Section 5. The City shall have no responsibility to repair or replace any eyeglasses, contact lenses, dentures or watches that are damaged or destroyed as a result of horseplay or other non-work activities.

ARTICLE 21

PAYROLL DEDUCTIONS

Section 1.

A. The City agrees to deduct regular monthly Union dues from earned wages of those employees who are in the Union. The deduction shall be made bi-weekly from each interested employee's paycheck in a uniform amount certified to be current by the treasurer of the Union. A check for the total deductions will be picked up by the treasurer or president of the Union and signed for, no later than fifteen (15) calendar days after the deduction is made. Members of the Union desiring payroll deduction of Union dues shall individually sign an authorization card, provided by the Union and approved by the City, authorizing the stated monthly dues deduction be made. The City will retain the original authorization card, and make a copy for the Union. The payroll deduction shall be revocable by the employee notifying the City in writing. The Union shall be notified of any revocation.

B. The City agrees to deduct funds from earned wages of those IAFF L-3722 members who have filed an IAFF L-3722 COMMUNITY INVOLVEMENT FUND PAYROLL DEDUCTION AUTHORIZATION form. The deduction shall be made bi-weekly from each interested employee's paycheck in the amount specified on the individual's authorization card. A check for the total deductions will be mailed with a detailed listing of individual amounts deducted on one check with the IAFF dues no later than fifteen (15) calendar days after the deduction is made. Members of the Union desiring payroll deduction for this fund shall individually sign an authorization card, provided by the Union and approved by the City, authorizing the stated monthly deduction be made. The City will retain the original authorization card. The payroll deduction can be started at any time during the year, but changes shall only be made once per year between June 1st and June 15th of each year by the employee notifying the City using the authorization form.

Section 2. The City agrees to provide payroll deductions for Union members who wish to enroll in Pre-Paid Legal Services through the Union. A check for the total deductions will be picked up by the treasurer or president of the Union, and signed for, no later than fifteen (15) calendar days after the deduction is made. Members of the Union desiring payroll deductions for Pre-Paid Legal Services shall individually sign an authorization card, provided by the Union and approved by the City, authorizing the stated deduction to be made on a bi-weekly basis. The payroll deduction shall be revocable by the employee notifying the City in writing. The Union shall also be notified by the employee of any revocation. The City shall have no responsibility or obligation to participate in any way in the Pre-Paid Legal Services program.

Section 3. The City will deduct only Union dues, IAFF L-3722 Community Involvement Fund deductions and Pre-Paid Legal Services monthly payments from an employee's paycheck, and will

not deduct initiation fees, special assessments, fines or any other deductions, absent court order. In the event of an increase or decrease in Union dues, the Union will give the City thirty (30) days notice in order to allow the City to make the proper changes in its accounting records. No deductions will be made when the salary, less all other deductions, to be paid an employee is not sufficient to cover the amount to be deducted.

Section 4. The City will provide the treasurer of the Union with a detailed monthly report showing individual employees' names and deduction amounts, at the time of payment.

Section 5. All deductions will be for the month in which they are taken. All deductions refundable at the time of termination or resignation will be refunded by the Union. The City shall not be responsible for errors. In the case an error or improper deduction is made by the City, a proper adjustment of the same will be made by the Union with the employee affected.

Section 6. The Union shall indemnify, defend and hold the City harmless against any and all claims, demands or charges made and against any and all suits instituted against the City related to payroll deductions on behalf of the Union or unit members.

ARTICLE 22

REGULAR AND SPECIAL MEETINGS

Section 1. The City agrees that the Union will be permitted to hold one (1) regular meeting per month at the Main Fire Station. The City and the Union agree that the Union also will be permitted to hold four (4) special meetings per year, and such additional special meetings, as are approved by the Fire Chief. The Union agrees that the Union President must first provide the Fire Chief with advance notice of the meetings, and that the time of such meetings must be approved by the Fire Chief prior to said meetings. If there arises any conflict between any special Union meeting, and any City or Fire Department meeting, training or function, the Union shall move its meeting to another date.

Section 2. The Union agrees that its meetings, whether regular or special, will be held only during stand down time. The Union agrees that its meetings shall not interfere with the operations of the Fire Department. Members who are on duty shall be allowed to attend meetings, but during such meetings shall remain subject to call.

Section 3. The Union agrees that it is responsible for putting the meeting room back in order and making sure that the room is returned to a clean state. If the Union does not return the room to its prior order and clean up the room, the Fire Chief may suspend the privilege of the Union to meet in the Fire Station.

ARTICLE 23

PROMOTIONS

Section 1. Promotions will be handled in accordance with the City's Charter as applicable to the Fire Department.

Section 2. In addition, the following provisions will apply:

Bibliographies will be posted thirty days prior to any examination.

Section 3. The parties agree that they will form an advisory committee regarding promotions. The committee will consist of two (2) individuals appointed by the City and two (2) by the Union. The committee will meet quarterly. The committee may discuss any aspect of the promotional process, and develop suggestions as to the promotional process. Any suggestions by the committee may be forwarded to the Fire Civil Service Commission (FCSC) for consideration. The committee's suggestions are not binding on the FCSC, and the FCSC retains the right to determine all aspects of the promotional process in the Fire Department.

Section 4. The promoted employee shall receive an approximate five percent (5%) increase, but no less than four and one half percent (4.5 %) increase from his base pay.

Section 5. Line to staff promotions shall be handled in accordance with the City of Enid Charter and as determined by the FCSC. Staff positions include but are not limited to Fire Marshal, Assistant Fire Marshal, Training Officer and Assistant Training Officer.

A. Wage increases associated with line to staff promotions shall be determined by adding an approximate five percent (5%) increase, but no less than four and one half percent (4.5%) to the appointee's adjusted base pay, which includes base pay, scheduled overtime and holiday pay at the time of appointment before taxes are withheld, not to exceed the top step in the pay range for the staff position.

Section 6. Transfers to the Line.

A. An employee who transfers from a specialty officer or staff position to his previous line of command position, who served in that specialty officer or staff position less than three (3) years, will have his placement in the step plan adjusted as if he had never held the specialty officer or staff position. If the employee received merit pay increases while serving in the specialty officer or staff position, the employee's pay should advance the number of steps received, if the employee is not topped out. If the employee did not receive merit pay increases, the employee should be returned to the step he was in before he was promoted to the specialty officer or staff position.

B. An employee who transfers from a specialty officer or staff position to a new line of command position, who served in that specialty officer or staff position less than three (3) years, should have his pay adjusted in a two (2) step process. First, the procedure outlined

in subparagraph A of this Section should be used, and then the formula found in Section 4 of this article should be applied to determine the promotional increase and the proper step the employee should be in.

Section 7. Promotions to the Line.

An employee who promotes from a specialty officer or staff position to a new line of command position, higher in pay plan, should have his pay adjusted pursuant to Section 4 of this Article regardless of the time served in the specialty officer or staff position.

ARTICLE 24

MANAGEMENT – UNION COMMITTEE

Section 1. The City and the Union agree to meet at least quarterly and no more often than monthly to discuss operations of the Fire Department. A Management - Union Committee shall be formed for such meetings and shall be comprised of the Fire Chief and one (1) management designee, and the Union President and one (1) union designee. The Committee shall meet at a time mutually agreeable to Committee members. Meetings may be called by either side.

Section 2. The Committee is intended to encourage more communication between the parties. The Committee may discuss any matters relating to the operations of the Fire Department, including how the sides may work together for the productive utilization of personnel and equipment to best secure for the citizens of Enid the maximum productivity for their tax dollars; pending or potential grievances by employees or the Union; and any other issues that may affect the parties.

Section 3. The Committee does not have any authority to restrict, limit or impair any management rights of the City.

Section 4. Meetings will be held while employees are on duty, between the hours of 0800 to 1700, without loss of pay.

ARTICLE 25

JOB ASSIGNMENTS

Section 1. The City shall not require members of the bargaining unit to perform any major maintenance or repairs on any equipment, vehicles or structures owned or leased by the City of Enid, Oklahoma, that is not normal to their job classification, with the exception of possible emergencies that would require such work for the safety of the Community.

A. Duties that are normal to firefighters' duties include flowing hydrants, painting hydrants, trimming and/or mowing around hydrants, and yard maintenance at the fire stations.

ARTICLE 26

UNION MEAL PROGRAM

Members of the bargaining unit will be required to participate in an organized meal program while on duty. However, if any employee is on a special diet, he will not be required to participate for the time period he is on the special diet. The amount to be contributed to the meal program for each station for meals will be determined by the members of each duty station on each shift, but the amount shall not be less than Five Dollars (\$5.00) per shift per member. It is expressly agreed that this section of the Agreement is not subject to the grievance procedure of this Agreement. The City shall have no liability or responsibility for the Union's organized meal program.

ARTICLE 27

PROHIBITION OF STRIKES

Section 1. The Union agrees to a prohibition of any work stoppage, slowdown, strike or other job action, e.g., secondary boycott, sit-down, concerted refusal to perform work of any kind, mass absenteeism, or any other interruption or disruption of the operations of the Fire Department and the City of Enid. Members of the bargaining unit are prohibited from engaging in any work stoppage, slowdown, strike or other job action.

Section 2. The Union further agrees not to petition its affiliate, AFL-CIO, for legal sanction to strike during the term of this Agreement. The Union shall not aid or assist any person or parties engaging in the prohibitive conduct, by giving direction or guidance to such activities and conduct.

ARTICLE 28

OKLAHOMA STATE FIREFIGHTERS ASSOCIATION

Section 1. By January 15th of each year, the City shall pay the annual membership dues for each member of the bargaining unit to the Oklahoma State Firefighters Association.

Section 2. Members of the bargaining unit who are properly elected as delegates shall be given time off with pay, and be reimbursed for all allowable expenses, while attending the annual conference of the Oklahoma State Firefighters Association.

ARTICLE 29

TRAINING

Section 1. The Fire Chief will determine the training appropriate for the Fire Department, including, without limitation, the types of training, amounts of training, specific training courses, schools, workshops, seminars, etc., the locations of training, times of training, the job classifications eligible for the training, and the number of employees eligible from each shift, subject to budgetary limitations.

Section 2. When the Fire Chief determines that training will be offered, the Training Officer will post advance notice regarding such training.

- A. The notice will be posted on the bulletin board at station 1, and a copy will be placed in all substation out baskets. The notice shall state how many employees the Fire Chief has determined may attend the training. Notice will be posted for a minimum of five working days at each station. The Training Officer will also send an e-mail message on group e-mail regarding such training. (The only exception being a direct request to the Training Officer by the employee.)
- B. Employees in the job classifications designated by the Fire Chief may sign up for the training on the notice at Station 1. Only the employee interested in attending the training may sign his name to the notice.
- C. The most senior employees who sign up for the training slots will be sent to the training, unless they have already received such training within the last two years.

Section 3. Any employee who has been selected to attend training shall be allowed to attend training without loss of pay, if said training falls on the employee's regularly scheduled duty shift. However, if training is at a local site, then they may be considered on duty subject to call.

ARTICLE 30

DINING OUT

Section 1. Suppression division personnel, who are assigned to apparatus, shall be permitted to dine at public restaurants/eateries within the response area of their respective engine companies or crews during their regularly scheduled down time. Such personnel shall be subject to emergency call at all times.

- A. Personnel shall stay together as an engine company or crew.
- B. Personnel shall make prior arrangements with the management of the restaurant or eatery for payment of any bills by the personnel (not the City) in the event of dispatch to a call.

- C. All personnel shall be neat, courteous to the public and staff of the restaurant or eatery, and present a positive image and a sense of public accessibility to the Enid Fire Department when dining out in public.
- D. The response area may be expanded for purposes of this article by two (2) blocks with prior approval of the Fire Chief.

ARTICLE 31

INCENTIVE PAYS

Section 1. The City agrees to pay the following incentive pays.

- A. Any unit member who provides the Fire Chief proof of his certification as Emergency Medical Technician (EMT) ~~certification with the National Registry of Emergency Medical Technicians and EMT licensure with the Oklahoma State Department of Health~~ will receive ~~one hundred and ten dollars (\$110.00)~~ ~~\$100.00~~ per month incentive pay.
- B. Any unit member who provides the Fire Chief proof of his certification as Hazardous Materials Technician (Haz Mat Tech) ~~after attending an eighty (80) hour training course that complies with the National Firefighter Protection Association (NFPA) standard 472, or as otherwise designated by the Fire Chief,~~ will receive one hundred and ten dollars (\$110.00) ~~(\$100.00)~~ per month incentive pay.
- C. Any unit member who provides the Fire Chief proof of his certification as an EMT Instructor I or II, ~~from Oklahoma State University Fire Service Training (OSUFST) or from a separate EMT Instructor certification approved by the Chief of the Enid Fire Department,~~ by July 1 of the fiscal year, will receive incentive pay. Unit members certified as EMT Instructor I will receive one hundred and ~~thirty-five~~ ~~twenty-five~~ dollars (\$135.00)~~(\$125.00)~~ per month incentive pay. Unit members certified EMT Instructor II will receive one hundred and ~~sixty~~ ~~fifty~~ dollars (\$160.00) ~~(\$150.00)~~ per month incentive pay. All EMT Instructors will be required to teach training classes in the Fire Department to receive EMT Instructor pay.
- D. Any unit member who is a Specialty Officer in the mechanics division may receive EVT incentive pay of one hundred dollars (\$100.00) per month for EVT I upon certification as an EVT I and upon certification as an EVT II they may receive an additional one hundred dollars (\$100.00) a month incentive pay. Assistant Mechanics that are promoted to their position after July 1, 2006 must be certified within three (3) years of their appointment to the level of EVT I to remain in their position. Master Mechanics that are promoted to their position after July 1, 2006 must be certified within three (3) years of their appointment to the level of EVT II to remain in their position. EVT I certification shall include ASE T-4, T-5, T-8 exams and EVT F-2 exams. EVT II certification shall include ASE T-2, T-3, T-6 and EVT F-3 and F-4 exams.

- E. Any unit member who provides the Fire Chief proof of his certification as a car seat installation technician will receive fifty dollars (\$50.00) per month as incentive pay.
- F. Any unit member who is a Specialty Officer in the mechanics division who provides the Fire Chief with proof of their certification as an Air Supplied Technician will receive one hundred dollars (\$100.00) per month incentive pay.

Section 2. Inspector Incentive Pay.

- A. Six (6) members of the bargaining unit from the suppression division may elect to work as inspectors as specified in this Article, and if approved by the Chief, these unit members may receive inspector incentive pay of fifty dollars (\$50.00) per month. The unit members must agree to work as inspectors for the whole fiscal year to receive incentive pay and they cannot receive working out of classification pay at the same time.
- B. Two (2) unit members for each shift (A-shift, B-shift, and C-shift) may receive inspector assignment pay. Opportunities to receive this assignment pay will be based upon seniority by shift, but will be subject to approval by the Chief. Specialty officers and probationary firefighters will not be allowed to serve as inspectors.
- C. These unit members will serve in the inspection division between 8:00am to 5:00pm, or as night assignments require, when the suppression division is above minimum manning.

Section 3. Working Out of Classification Incentive Pay.

- A. Twenty seven (27) members of the bargaining unit may elect to work out of their regular classification for the term of this agreement. As specified in this article, these unit members may receive working out of classification assignment pay of fifty dollars (\$50.00) per month. The unit members must agree to work out of class for the whole fiscal year to receive the incentive pay.
- B. The following ranks are eligible to receive the pay specified in this section if they work up one classification:
 - 1. A firefighter who works up one classification as a driver;
 - 2. A driver who works up one classification as a lieutenant;
 - 3. A lieutenant who works up one classification as a captain.
- C. Three (3) unit members of the appropriate rank for each shift (A-shift, B-shift, C-shift) may receive assignment pay. Opportunities to receive this assignment pay will be based upon seniority by shift and position. If three (3) persons do not sign up for the assignment pay for each position per shift, the Chief will assign the least senior qualified person per shift and per position until the positions are filled. Only firefighters who are certified on fire apparatus will be allowed to work out of classification. If additional persons are needed to

work out of classification, those persons will do so without any additional pay, and will be selected pursuant to reverse seniority.

- D. Captains will be assigned to work up one (1) classification on a rotating basis but they will receive no assignment pay.
- E. The shift commander will select on a rotation basis from among those receiving incentive pay on his shift in the appropriate position when working out of class is needed.
- F. Time spent by a unit member working out of classification for which the member received working out of classification pay in the two (2) years prior to promotion to the higher classification shall be applied to the member's probation upon promotion up to a maximum of thirty (30) shifts.

ARTICLE 32

INSURANCE

Section 1. Health insurance, including dental coverage, will be provided by the City for the fiscal years covered by this Agreement.

All health insurance benefit packages in effect in Fiscal Year ~~2016-2017~~ ~~2014-2015~~ shall remain in effect for Fiscal Year ~~2017-2018~~ ~~2015-2016~~. Bi-weekly premiums charged to employees for Fiscal Year ~~2017-2018~~ ~~2015-2016~~ shall be as follows:

Plan A

\$38.47 Employee Only

~~\$38.47 + \$43.77~~ + (Spouse) = ~~\$82.24~~

~~\$38.47 + \$26.84~~ + (Child(ren)) = ~~\$65.31~~

~~\$38.47 + \$54.43~~ + (Family) = ~~\$92.90~~

Plan B

\$40.54 Employee Only

~~\$40.54 + \$44.74~~ + (Spouse) = ~~\$85.28~~

~~\$40.54 + \$26.41~~ + (Child(ren)) = ~~\$66.95~~

~~\$40.54 + \$78.85~~ + (Family) = ~~\$119.39~~

All dental insurance benefit packages in effect in Fiscal Year ~~2016-2017~~ ~~2014-2015~~ shall remain in effect for Fiscal Year ~~2017-2018~~ ~~2015-2016~~. Bi-weekly premiums charged to employees for Fiscal Year ~~2017-2018~~ ~~2015-2016~~ shall be as follows:

\$5.35 Employee Only

\$15.68 Employee/Family

Section 2. Employees who participate in the City's health insurance are entitled to participate in the City's wellness program.

Section 3. Employees and their spouses who participate in the City's health insurance may participate in the City's health fair each spring, at which they are entitled to receive a wellness examination. The results of such wellness examination will be available only to the individual participating in the wellness examination.

Section 4. At the time of enrollment for health care, any member of the bargaining unit may opt out of the City health insurance plan if that member can show proof of major medical coverage on a spouse's group plan. Once the member has opted out, that member can only opt in during the subsequent enrollment period for health care the following year unless that member can establish loss of coverage through a life circumstance as defined in the City's health insurance plan.

ARTICLE 33

COMPENSATION

Section 1. The Fire Department Pay Plan is attached as Appendix "A," and is effective from July 1, ~~2017~~ ~~2016~~ through June 30, ~~2018~~ ~~2017~~. **An additional step titled Step 12 shall be created and placed in the attached pay plan. Step 12 shall be an increase of four percent (4%) from Step 11.** The Fire Department shall be compensated for eleven (11) holidays.

Section 2. The City agrees to continue current longevity pay to employees as reflected in Appendix "B." Longevity shall be calculated based on years of service as of June 1st and December 1st of each fiscal year. The amounts listed in Appendix "B" are the total amounts of longevity pay for the fiscal year. Longevity pay will be paid in two installments, one in December, and one in June of each fiscal year. An employee who retires from service with the City of Enid shall have the final longevity installment from their last six months of employment added to their last paycheck.

Section 3. Each employee will receive an annual performance evaluation during the fiscal year. The annual performance appraisal shall occur prior to the employee's merit date.

- A. An employee who receives an overall rating of satisfactory or better on his annual performance evaluation over the one-year period will receive a merit pay increase of one step in his pay range in the pay plan, unless the employee is in the top step in his pay range.
- B. An employee who receives less than a satisfactory rating on his annual performance evaluation over the one year merit period will remain at the pre-evaluation pay rate until the next merit date.
- C. This section regarding merit pay increases shall not apply to any other evaluation or performance evaluation other than the annual performance evaluation on the employee's merit date. Employees shall have no right to any merit pay increase in relation to any other sort of performance evaluation.

D. Exceptions to Section 3:

1. An employee that has received discipline equating to a written reprimand or higher level of discipline over the one-year period may be denied an annual merit increase.
2. An employee that fails to maintain satisfactory monthly test score averages over the one-year period may be denied an annual merit increase.
3. An employee that has been denied a merit increase due to receiving a written reprimand or higher level of discipline may, at the discretion of the Fire Chief, be re-evaluated six months from the employee's merit date.
4. An employee that has been denied a merit increase for failing to maintain satisfactory monthly test score averages will be re-evaluated six months from the employee's merit date. The employee's merit will be reinstated if the employee has satisfactory monthly test score averages.

ARTICLE 34

PHYSICAL FITNESS

Section 1. The City and the Union recognize the benefits of employee physical fitness in reducing employee injuries, contributing to overall health and well-being, and resulting in safer employee working conditions. To that end, the City and the Union agree to form a committee to develop a proposal for a physical fitness program for employees.

Section 2. A joint Physical Fitness Committee, consisting of two members appointed by the City and two members appointed by the Union, shall continue its work. The goal of the committee is to recommend a physical fitness program for employees of the Fire Department. The committee shall consult the Fire Service Joint Labor Management Wellness-Fitness Initiative established by the International Association of Firefighters and the International Association of Fire Chiefs in developing its recommendations.

ARTICLE 35

COMPENSATORY TIME

Section 1. Compensatory time shall accrue to employees at time and one half (1.5) hours for entrance exam assistance, and court- required appearances off duty that are related to employees' job duties. The Fire Chief also may in his discretion permit compensatory time for other off duty assignments.

Section 2. Compensatory time opportunities for entrance exam assistance or other off-duty assignments will be posted at least five calendar days in advance, when possible. Selection for entrance exam assistance or other off-duty assignments will be made by seniority, except when seniority is inapplicable.

Section 3. At the employee's retirement or separation from employment, the employee has the option of selling his compensatory time back to the City if the employee applies for said compensatory time buy back 30 days before the employee's retirement or separation from employment.

Section 4. Employees with increments of 24 hours may add this time to their vacation leave during his shift's scheduled vacation draw. Once said leave has been approved, it shall be honored as scheduled.

Section 5. The City shall maintain records of all compensatory time for each employee.

Section 6. Compensatory time may be taken if it does not result in overtime use because of minimum manning requirements.

ARTICLE 36

TUITION SCHOLARSHIPS

Members shall be eligible to use the City's Tuition Scholarships for Non-Uniform Personnel as set out in Article 622 of the Personal Policies and Procedures Manual for the City of Enid.

ARTICLE 37

SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the successors and assignees of the parties hereto during the term of this Agreement.

ARTICLE 38

WAIVER CLAUSE

The City and the Local, for the duration of this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated, to further bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated and signed this Agreement.

ARTICLE 39

SAVINGS CLAUSE

Section 1. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Agreement, which can be given effect without the invalid provisions or applications, and to this end, the provisions of this Agreement are severable.

Section 2. It is understood that the foregoing is a complete understanding of all the terms and conditions of employment to be governed by this Agreement during the contract period and it cannot be altered in any manner, save by the complete written concurrence of the parties subscribing hereto.

Section 3. Any appendices to this Agreement shall become a part of this Agreement as if specifically set forth herein.

Section 4. All time limits set forth in this Agreement may be extended or reduced by the written consent of both parties, but if not so extended or reduced, shall be strictly observed.

ARTICLE 40

COPIES OF AGREEMENT

The City agrees to post one copy of this Agreement in the City IT Network, accessible to all employees.

IN WITNESS WHEREOF, the parties hereto have executed this contract effective on the 1st day of July, 2016.

* * SEPARATE SIGNATURE PAGES FOLLOW * *

Date: _____

The City of Enid, Oklahoma,
an Oklahoma Municipal Corporation

Ron Janzen, Mayor Pro Tem

ATTEST:

(SEAL)

Linda Parks, City Clerk

Approved as to Form and Legality:

Andrea L. Chism, City Attorney

Date: _____

The International Association of Fire
Fighters Local 3722

Signature

Printed Name

Title

ATTEST:

Lodge Secretary

APPENDIX "A"

FIRE DEPARTMENT PAY PLAN

APPENDIX "A"
FIRE DEPARTMENT PAY PLAN

FY 2016-2017

Subject to rounding error. Official payplan maintained in Great Plains.

RG	FF	2	3	4	5	6	7	8	9	10	11	
	Firefighter	0.05	0.05	0.05	0.05	0.05	0.04	0.04	0.04	0.04	0.04	
		Fire Dept. Pay Plan										
13	FF	11.85	12.45	13.07	13.72	14.41	14.98	15.58	16.21	16.85	17.53	
		1,327.49	1,393.86	1,463.55	1,536.73	1,613.57	1,678.11	1,745.23	1,815.04	1,887.64	1,963.15	
		\$34,514.61	\$36,240.34	\$38,052.36	\$39,954.98	\$41,952.73	\$43,630.84	\$45,376.07	\$47,191.11	\$49,078.75	\$51,041.90	
		Annual										
16	D	13.04	13.69	14.37	15.09	15.85	16.48	17.14	17.83	18.54	19.28	
	Driver	1,460.23	1,533.24	1,609.91	1,690.40	1,774.92	1,845.92	1,919.76	1,996.55	2,076.41	2,159.46	
		\$37,966.06	\$39,864.36	\$41,857.58	\$43,950.46	\$46,147.98	\$47,993.90	\$49,913.66	\$51,910.21	\$53,986.62	\$56,146.08	
		Annual										
17	LT	14.34	15.06	15.81	16.60	17.43	18.13	18.85	19.61	20.39	21.21	
	LT	1,606.26	1,686.57	1,770.90	1,859.44	1,952.41	2,030.51	2,111.73	2,196.20	2,284.05	2,375.41	
		\$41,762.66	\$43,850.79	\$46,043.33	\$48,345.50	\$50,762.78	\$52,793.29	\$54,905.02	\$57,101.22	\$59,385.27	\$61,760.68	
		Annual										
17	AM	14.34	15.06	15.81	16.60	17.43	18.13	18.85	19.61	20.39	21.21	
	Asst. Mech	1,606.26	1,686.57	1,770.90	1,859.44	1,952.41	2,030.51	2,111.73	2,196.20	2,284.05	2,375.41	
		\$41,762.66	\$43,850.79	\$46,043.33	\$48,345.50	\$50,762.78	\$52,793.29	\$54,905.02	\$57,101.22	\$59,385.27	\$61,760.68	
		Annual										
19	C	15.78	16.56	17.39	18.26	19.18	19.94	20.74	21.57	22.43	23.33	
	Captain	1,766.88	1,855.23	1,947.99	2,045.39	2,147.66	2,233.56	2,322.91	2,415.82	2,512.46	2,612.95	
		\$45,938.95	\$48,235.90	\$50,647.70	\$53,180.09	\$55,839.09	\$58,072.65	\$60,395.56	\$62,811.38	\$65,323.84	\$67,936.79	
		Annual										
21	AFM	24.29	25.51	26.78	28.12	29.53	30.71	31.94	33.22	34.55	35.93	
	AFM	1,943.57	2,040.75	2,142.79	2,249.93	2,362.42	2,456.92	2,555.20	2,657.40	2,763.70	2,874.25	
		\$50,532.85	\$53,059.49	\$55,712.46	\$58,498.08	\$61,422.98	\$63,879.90	\$66,435.10	\$69,092.50	\$71,856.20	\$74,730.45	
		Annual										
21	ATO	24.29	25.51	26.78	28.12	29.53	30.71	31.94	33.22	34.55	35.93	
	ATO	1,943.57	2,040.75	2,142.79	2,249.93	2,362.42	2,456.92	2,555.20	2,657.40	2,763.70	2,874.25	
		\$50,532.85	\$53,059.49	\$55,712.46	\$58,498.08	\$61,422.98	\$63,879.90	\$66,435.10	\$69,092.50	\$71,856.20	\$74,730.45	
		Annual										
23	MM	26.78	28.12	29.53	31.01	32.56	33.86	35.21	36.62	38.09	39.61	
	Master Mech	2,142.79	2,249.93	2,362.42	2,480.54	2,604.57	2,708.75	2,817.10	2,929.79	3,046.98	3,168.86	
		\$55,712.45	\$58,498.07	\$61,422.97	\$64,494.12	\$67,718.83	\$73,244.68	\$76,174.47	\$79,221.45	\$82,390.31	\$85,686.31	
		Annual										
23	TO	26.78	28.12	29.53	31.01	32.56	33.86	35.21	36.62	38.09	39.61	
	Training Officer	2,142.79	2,249.93	2,362.42	2,480.54	2,604.57	2,708.75	2,817.10	2,929.79	3,046.98	3,168.86	
		\$55,712.45	\$58,498.07	\$61,422.97	\$64,494.12	\$67,718.83	\$73,244.68	\$76,174.47	\$79,221.45	\$82,390.31	\$85,686.31	
		Annual										
23	FM	26.78	28.12	29.53	31.01	32.56	33.86	35.21	36.62	38.09	39.61	
	Fire Marshal	2,142.79	2,249.93	2,362.42	2,480.54	2,604.57	2,708.75	2,817.10	2,929.79	3,046.98	3,168.86	
		\$55,712.45	\$58,498.07	\$61,422.97	\$64,494.12	\$67,718.83	\$73,244.68	\$76,174.47	\$79,221.45	\$82,390.31	\$85,686.31	
		Annual										
23	DC	19.13	20.09	21.09	22.15	23.26	24.19	25.15	26.16	27.21	28.29	
	Deputy Chief	2,142.79	2,249.93	2,362.42	2,480.54	2,604.57	2,708.75	2,817.10	2,929.79	3,046.98	3,168.86	
		\$55,712.45	\$58,498.07	\$61,422.97	\$64,494.12	\$67,718.83	\$73,244.68	\$76,174.47	\$79,221.45	\$82,390.31	\$85,686.31	
		Annual										

REMOVED AND REPLACED

Appendix A Fire Department Pay Plan

FY 2017-2018

Subject to rounding error. Official payplan maintained in Great Plains.

RG		2	3	4	5	6	7	8	9	10	11	12
	Fire Dept. Pay Plan	0.05	0.05	0.05	0.05	0.05	0.04	0.04	0.04	0.04	0.04	0.04
13	FF Firefighter	11.85	12.45	13.07	13.72	14.41	14.98	15.58	16.21	16.85	17.53	18.23
		1,327.49	1,393.86	1,463.55	1,536.73	1,613.57	1,678.11	1,745.23	1,815.04	1,887.64	1,963.15	2,041.68
		\$34,514.61	\$36,240.34	\$38,052.36	\$39,954.98	\$41,952.73	\$43,630.84	\$45,376.07	\$47,191.11	\$49,078.75	\$51,041.90	\$53,083.58
												Annual
16	D Driver	13.04	13.69	14.37	15.09	15.85	16.48	17.14	17.83	18.54	19.28	20.05
		1,460.23	1,533.24	1,609.91	1,690.40	1,774.92	1,845.92	1,919.76	1,996.55	2,076.41	2,159.46	2,245.84
		\$37,966.06	\$39,864.36	\$41,857.58	\$43,950.46	\$46,147.98	\$47,993.90	\$49,913.66	\$51,910.21	\$53,986.62	\$56,146.08	\$58,391.92
												Annual
17	LT LT	14.34	15.06	15.81	16.60	17.43	18.13	18.85	19.61	20.39	21.21	22.06
		1,606.26	1,686.57	1,770.90	1,859.44	1,952.41	2,030.51	2,111.73	2,196.20	2,284.05	2,375.41	2,470.43
		\$41,762.66	\$43,850.79	\$46,043.33	\$48,345.50	\$50,762.78	\$52,793.29	\$54,905.02	\$57,101.22	\$59,385.27	\$61,760.68	\$64,231.11
												Annual
17	AM Asst. Mech	14.34	15.06	15.81	16.60	17.43	18.13	18.85	19.61	20.39	21.21	22.06
		1,606.26	1,686.57	1,770.90	1,859.44	1,952.41	2,030.51	2,111.73	2,196.20	2,284.05	2,375.41	2,470.43
		\$41,762.66	\$43,850.79	\$46,043.33	\$48,345.50	\$50,762.78	\$52,793.29	\$54,905.02	\$57,101.22	\$59,385.27	\$61,760.68	\$64,231.11
												Annual
19	C Captain	15.78	16.56	17.39	18.26	19.18	19.94	20.74	21.57	22.43	23.33	24.26
		1,766.88	1,855.23	1,947.99	2,045.39	2,147.66	2,233.56	2,322.91	2,415.82	2,512.46	2,612.95	2,717.47
		\$45,938.95	\$48,235.90	\$50,647.70	\$53,180.09	\$55,839.09	\$58,072.65	\$60,395.56	\$62,811.38	\$65,323.84	\$67,936.79	\$70,654.26
												Annual
21	AFM AFM	24.29	25.51	26.78	28.12	29.53	30.71	31.94	33.22	34.55	35.93	37.37
		1,943.57	2,040.75	2,142.79	2,249.93	2,362.42	2,456.92	2,555.20	2,657.40	2,763.70	2,874.25	2,989.22
		\$50,532.85	\$53,059.49	\$55,712.46	\$58,498.08	\$61,422.98	\$63,879.90	\$66,435.10	\$69,092.50	\$71,856.20	\$74,730.45	\$77,719.67
												Annual
21	ATO ATO	24.29	25.51	26.78	28.12	29.53	30.71	31.94	33.22	34.55	35.93	37.37
		1,943.57	2,040.75	2,142.79	2,249.93	2,362.42	2,456.92	2,555.20	2,657.40	2,763.70	2,874.25	2,989.22
		\$50,532.85	\$53,059.49	\$55,712.46	\$58,498.08	\$61,422.98	\$63,879.90	\$66,435.10	\$69,092.50	\$71,856.20	\$74,730.45	\$77,719.67
												Annual
23	MM Master Mech	26.78	28.12	29.53	31.01	32.56	33.86	35.21	36.62	38.09	39.61	41.19
		2,142.79	2,249.93	2,362.42	2,480.54	2,604.57	2,708.75	2,817.10	2,929.79	3,046.98	3,168.86	3,295.61
		\$55,712.45	\$58,498.07	\$61,422.97	\$64,494.12	\$67,718.83	\$70,427.58	\$73,244.68	\$76,174.47	\$79,221.45	\$82,390.31	\$85,685.92
												Annual
23	TO Training Officer	26.78	28.12	29.53	31.01	32.56	33.86	35.21	36.62	38.09	39.61	41.19
		2,142.79	2,249.93	2,362.42	2,480.54	2,604.57	2,708.75	2,817.10	2,929.79	3,046.98	3,168.86	3,295.61
		\$55,712.45	\$58,498.07	\$61,422.97	\$64,494.12	\$67,718.83	\$70,427.58	\$73,244.68	\$76,174.47	\$79,221.45	\$82,390.31	\$85,685.92
												Annual
23	FM Fire Marshal	26.78	28.12	29.53	31.01	32.56	33.86	35.21	36.62	38.09	39.61	41.19
		2,142.79	2,249.93	2,362.42	2,480.54	2,604.57	2,708.75	2,817.10	2,929.79	3,046.98	3,168.86	3,295.61
		\$55,712.45	\$58,498.07	\$61,422.97	\$64,494.12	\$67,718.83	\$70,427.58	\$73,244.68	\$76,174.47	\$79,221.45	\$82,390.31	\$85,685.92
												Annual
23	DC Deputy Chief	19.13	20.09	21.09	22.15	23.26	24.19	25.15	26.16	27.21	28.29	29.42
		2,142.79	2,249.93	2,362.42	2,480.54	2,604.57	2,708.75	2,817.10	2,929.79	3,046.98	3,168.86	3,295.61
		\$55,712.45	\$58,498.07	\$61,422.97	\$64,494.12	\$67,718.83	\$70,427.58	\$73,244.68	\$76,174.47	\$79,221.45	\$82,390.31	\$85,685.92
												Annual

INSERTED AS APPENDIX A

2012-2013
2017-2018

Removed step 1 & Added step 11
Added step 12

APPENDIX “B”

LONGEVITY PAY

Years of Service	Annual Amount	Semi-Annual Amount
5	\$250	\$125
6	\$338	\$169
7	\$425	\$213
8	\$513	\$256
9	\$600	\$300
10	\$688	\$344
11	\$775	\$388
12	\$863	\$431
13	\$950	\$475
14	\$1,038	\$519
15	\$1,125	\$563
16	\$1,213	\$606
17	\$1,300	\$650
18	\$1,388	\$694
19	\$1,475	\$738
20	\$1,563	\$781
21	\$1,650	\$825
22	\$1,738	\$869
23	\$1,825	\$913
24	\$1,913	\$956
25 or more	\$2,000	\$1,000

City Commission Meeting

9.1.

Meeting Date: 09/07/2017

Submitted By: Audrey Randall, Executive Assistant

SUBJECT:

ACCEPT A UTILITY EASEMENT AND HIGHWAY DEDICATION DEED FROM LOVE'S HOSPITALITY, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, FOR THE MICROTEL INN SITE PLAN APPROVAL FOR THE DEVELOPMENT AT THE NORTHEAST CORNER OF U.S. HIGHWAY 412 AND 42ND STREET.

BACKGROUND:

This item accepts a twenty foot Utility Easement and a twenty-seven foot Highway Dedication Deed along the east side of 42nd Street in accordance with site plan approval for Love's Microtel Inn and Suites. This easement and dedication deed are provided at no cost to the City of Enid.

RECOMMENDATION:

Accept utility easement and highway dedication deed.

PRESENTER:

Robert Hitt, PE, City Engineer

City Commission Meeting

9.2.

Meeting Date: 09/07/2017

Submitted By: Audrey Randall, Executive Assistant

SUBJECT:

ACCEPT DRAINAGE EASEMENT, PUBLIC UTILITY EASEMENT, AND TWO HIGHWAY DEDICATION DEEDS FROM LOVE'S TRAVEL STOPS & COUNTRY STORES, INC., AN OKLAHOMA CORPORATION, FOR THE DEVELOPMENT AT THE NORTHWEST CORNER OF U. S. HIGHWAY 412 AND 42ND STREET.

BACKGROUND:

This item accepts a twenty (20) foot Drainage and Public Utility Easement along the west side of 42nd Street, a ten (10) foot Highway Dedication Deed along Randolph Avenue, and a twenty-seven (27) foot Highway Dedication Deed along the west side of 42nd Street as part of the site development of Love's Travel Stops & Country Store at 4104 E. Randolph Avenue. These easements and dedication deeds are provided at no cost to the City of Enid.

RECOMMENDATION:

Accept Utility and Drainage Easements and Highway Dedication Deeds.

PRESENTER:

Robert Hitt, PE, City Engineer

City Commission Meeting

9.3.

Meeting Date: 09/07/2017

Submitted By: Audrey Randall, Executive Assistant

SUBJECT:

ACCEPT SANITARY SEWER (S-1505), ROAD (R-1508), AND WATER (W-1506) IMPROVEMENT PROJECTS TO SERVE LOVE'S TRAVEL STOP AT THE NORTHWEST CORNER OF U.S. HIGHWAY 412 AND 42ND STREET.

BACKGROUND:

These privately funded projects have been constructed in accordance with City standards and As-Built drawings have been received.

The developer has completed all work and the projects are presented for acceptance. The one year material and workmanship guarantee on these projects will commence upon acceptance of this improvement.

RECOMMENDATION:

Accept improvements.

PRESENTER:

Robert Hitt, PE, City Engineer

City Commission Meeting

9.4.

Meeting Date: 09/07/2017

Submitted By: Audrey Randall, Executive Assistant

SUBJECT:

ACCEPT PUBLIC ACCESS EASEMENT FROM STK FINANCIALS, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, EDMOND, OKLAHOMA, FOR LOT 1, BLOCK 8, WILDERNESS COVE 2ND ADDITION.

BACKGROUND:

This item accepts a Public Access Easement to allow for the construction of the required sidewalk within the Wilderness Cove 2nd Addition Subdivision. This easement is provided at no cost to the City of Enid.

RECOMMENDATION:

Accept public Access Easement.

PRESENTER:

Robert Hitt, PE, City Engineer

City Commission Meeting

9.5.

Meeting Date: 09/07/2017

Submitted By: Audrey Randall, Executive Assistant

SUBJECT:

ACCEPT A PROJECT WITH RICK LORENZ CONSTRUCTION INC. OF ENID, OKLAHOMA, FOR THE BOX CULVERT REPLACEMENT ON EAST CHESTNUT AVENUE, WEST OF 66TH STREET, PROJECT NO. F-1708A.

BACKGROUND:

This project consisted of the replacement of a deteriorating 8.5'x6.5' steel and concrete deck bridge on East Chestnut Ave, west of 66th Street. The box structure replacement was necessary to allow for the use of Chestnut Ave for truck traffic as a detour route during the reconstruction of 66th Street.

The final contract amount is \$121,360.72 and the project is presented for acceptance and this project has a three (3) year maintenance bond.

RECOMMENDATION:

Accept project.

PRESENTER:

Robert Hitt, PE, City Engineer

City Commission Meeting

9.6.

Meeting Date: 09/07/2017

Submitted By: Audrey Randall, Executive Assistant

SUBJECT:

ACCEPT THE PROJECT WITH LUCKINBILL, INC., ENID, OKLAHOMA FOR THE 2016 SANITARY SEWER POINT REPAIR PROGRAM, PROJECT NO. S-1609A.

BACKGROUND:

This project provided repair of defective sanitary sewer lines by performing point repairs and cast in place repairs. Point repair locations are identified utilizing video camera inspection techniques. Forty plus repairs were made under this contract including eight (8) repairs requested during the contract period by Public Utilities to prevent overflows.

The final contract amount is \$383,008.50 and the project is presented for acceptance with a three (3) year Maintenance Bond.

RECOMMENDATION:

Accept project.

PRESENTER:

Robert Hitt, PE, City Engineer

City Commission Meeting

9.7.

Meeting Date: 09/07/2017

Submitted By: Audrey Randall, Executive Assistant

SUBJECT:

ACCEPT PROJECT WITH MIES CONSTRUCTION, INC., WICHITA, KANSAS, FOR WEST OAKWOOD DETENTION FACILITY, PROJECT NO. F-1603C.

BACKGROUND:

As part of the Master Drainage Plan, this project provided for the excavation of soil and construction of the discharge control structure between Oakwood Road and Garland Road to provide the initial phase of stormwater detention. The pond area at Garland Road was completed and improvements were made in the channel to Oakwood Road. Only a temporary discharge structure was placed since an easement for the planned control structure could not be acquired from the property owner.

This phase I work is complete at a contract cost of \$464,490.92 with a three (3) year maintenance bond and is ready for acceptance.

RECOMMENDATION:

Accept project.

PRESENTER:

Robert Hitt, PE, City Engineer

City Commission Meeting

9.8.

Meeting Date: 09/07/2017

Submitted By: Audrey Randall, Executive Assistant

SUBJECT:

APPROVE CHANGE ORDER NO. 1 TO LUCKINBILL INC., FOR OAKWOOD ROAD SANITARY SEWER RELIEF LINE AND ACCEPT THE PROJECT, IN THE AMOUNT OF \$48,029.00, PROJECT NO. S-1508A.

BACKGROUND:

The change order consists of adding four water wells required to de-water the excavation site and adjust for final quantities delivered.

The local water table had changed since the initial sub-surface investigation was calculated resulting in the depth of groundwater found during construction to differ. The unit price for the wells is based on the competitively awarded bid price established for de-watering wells in the Point Repair Contract.

To facilitate potential future maintenance, the pipe material for the borings was changed from standard PVC pipe to a Restrained Joint Pipe. These activities resulted in an increase in the total units for trench excavation.

The original contract amount of \$413,861.00 is revised to a total of \$461,890.00.

RECOMMENDATION:

Approve Change Order number one and accept project.

PRESENTER:

Robert Hitt, PE, City Engineer

Fiscal Impact

Budgeted Y/N: Y

Amount: \$48,029.00

Funding Source:

Capital Improvement Fund

City Commission Meeting

9.9.

Meeting Date: 09/07/2017

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$1,351,302.37.

Attachments

Claimslist

JP Morgan Claimslist

PURCHASE ORDER CLAIMS LIST

9/7/2017

FUND 10 DEPT 000 - N.A.

01-01472	STAPLES ADVANTAGE	PO0143948	TISSUE/FILES/BATTERIES/ST	\$151.37
01-01472	STAPLES ADVANTAGE	PO0143956	PAPER/BATTERIES/ST	\$349.47
01-01472	STAPLES ADVANTAGE	PO0144008	PAPER/CANNED AIR/LEGAL PADS/ST	\$158.63
01-01472	STAPLES ADVANTAGE	PO0144011	PAPER/ST	\$311.39
01-02291	POND CREEK VETERINARY CLINIC	PO0143716	REIMB/SPAY/NEUTER	\$135.00
01-03030	OKLAHOMA UNIFORM BUILDING CODE	PO0143637	OUBCC 7/17	\$652.00
01-03620	MATOUSEK VETERINARY CLINIC	PO0143717	REIMB/SPAY/NEUTER	\$185.00
01-03661	RK BLACK, INC.	PO0143886	MONTHLY SERVICE 8/17	\$71.04
01-03784	BLACKWELL ANIMAL HOSPITAL	PO0143697	REIMB/SPAY/NEUTER	\$267.00
01-04340	STEINERT VETERINARY CLINIC, INC.	PO0143712	REIMB/SPAY/NEUTER	\$125.00
01-04656	CENTERPOINT ENERGY SERVICES, INC.	PO0143885	MONTHLY SERVICE 7/17	\$349.12
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0143770	MONTHLY SERVICE 8/17	\$644.18
01-04687	EARNHEART OIL, INC.	PO0143649	DIESEL/ST	\$9,790.31
01-04687	EARNHEART OIL, INC.	PO0144036	DIESEL/ST	\$3,556.87
01-05380	AUSTIN, CARMEN	PO0143898	REIMB/PARK SHELTER PERMIT	\$10.00
01-05381	MCCLEAVE, MICHAEL	PO0143899	REIMB/CHAMPLIN POOL FEES	\$150.00
01-08123	HOLDINGS FOOD STORE, INC.	PO0143648	UNLEADED/ST	\$12,756.76
01-08123	HOLDINGS FOOD STORE, INC.	PO0143945	UNLEADED/ST	\$12,400.75
01-08123	HOLDINGS FOOD STORE, INC.	PO0143947	DIESEL/ST	\$12,886.84
01-13089	MERRIFIELD OFFICE SUPPLY	PO0143999	PAPER/BATTERIES/PENS/ST	\$814.72
01-15125	OK GAS & ELECTRIC	PO0143667	MONTHLY SERVICE 7/17	\$1,189.62
01-15125	OK GAS & ELECTRIC	PO0143687	MONTHLY SERVICE 6/17	\$16,392.07
01-15125	OK GAS & ELECTRIC	PO0143687	MONTHLY SERVICE 8/17	\$42,506.27
01-15125	OK GAS & ELECTRIC	PO0143751	BILLING ERROR 1/17	\$26.10
01-15125	OK GAS & ELECTRIC	PO0143860	MONTHLY SERVICE 8/17	\$1,143.81
01-15125	OK GAS & ELECTRIC	PO0143893	MONTHLY SERVICE 8/17	\$226.58
01-15125	OK GAS & ELECTRIC	PO0144006	MONTHLY SERVICE 8/17	\$45.89
01-15127	OK NATURAL GAS	PO0143668	MONTHLY SERVICE 7/17	\$399.75
01-15127	OK NATURAL GAS	PO0143669	MONTHLY SERVICE 7/17	\$832.77
01-15127	OK NATURAL GAS	PO0143691	MONTHLY SERVICE 7/17	\$126.36
01-15127	OK NATURAL GAS	PO0143766	MONTHLY SERVICE 7/17	\$111.41
01-15127	OK NATURAL GAS	PO0143767	MONTHLY SERVICE 8/17	\$605.07
01-15127	OK NATURAL GAS	PO0143768	MONTHLY SERVICE 8/17	\$248.74
01-15127	OK NATURAL GAS	PO0143887	MONTHLY SERVICE 8/17	\$254.27
01-19047	AT & T	PO0143953	MONTHLY SERVICE 8/17	\$2,822.47
01-30420	OLSON ANIMAL HOSPITAL, INC.	PO0143681	REIMB/SPAY/NEUTER	\$125.00
01-33090	CAT CLINIC, INC.	PO0143720	REIMB/SPAY/NEUTER	\$110.00
01-38840	OAKWOOD VETERINARY CLINIC	PO0143715	REIMB/SPAY/NEUTER	\$110.00
01-53300	ANIMAL CARE OF ENID, INC.	PO0143718	REIMB/SPAY/NEUTER	\$100.00
01-80343	FENTRESS OIL COMPANY, INC.	PO0143664	OIL/ST	\$1,988.44
01-80343	FENTRESS OIL COMPANY, INC.	PO0143943	OIL/ST	\$936.14
N.A. TOTAL				\$126,066.21

FUND 10 DEPT 100 - ADM. SERVICES

01-01783	JP MORGAN CHASE	PO0143960	CHASE PAYMENT	\$1,298.31
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0143734	WAREHOUSE PARTS 7/17	\$44.38
01-05097	CENTRAL NATIONAL BANK CENTER	PO0143836	REO SPEEDWAGON TICKETS (30)	\$900.00
01-05097	CENTRAL NATIONAL BANK CENTER	PO0143940	MARK LOWRY TICKETS (20)	\$400.00
01-05369	AIR FORCE ASSOCIATION	PO0143635	AIR FORCE BALL SPONSORSHIP	\$5,000.00
01-55110	LEADERSHIP GREATER ENID	PO0143658	TUITION/GREATER ENID	\$500.00
01-55110	LEADERSHIP GREATER ENID	PO0144033	LGE DUES/J GILBERT	\$30.00
ADM. SERVICES TOTAL				\$8,172.69

FUND 10 DEPT 110 - HUMAN RESOURCES

01-00536	WILLIAMS BROADCASTING, LLC	PO0144005	ADVERTISING	\$500.00
01-01227	AUTRY VO-TECH CENTER	PO0144004	HR TRAINING 8/17	\$160.00
01-01783	JP MORGAN CHASE	PO0143960	CHASE PAYMENT	\$592.76
01-02196	VALIR OUTPATIENT CLINICS	PO0144017	PT EVALUATION	\$300.00
01-03053	NORTHWEST SHREDDERS, LLC	PO0143711	SECURITY CONSOLE 8/17	\$20.00
01-05017	ENID TYPEWRITER CO., INC.	PO0144019	PRINTS	\$89.11
01-18022	RUSCO PLASTICS	PO0144002	RETIREMENT PLAQUE	\$32.95
HUMAN RESOURCES TOTAL				\$1,694.82

FUND 10 DEPT 120 - LEGAL SVCS.

01-01783	JP MORGAN CHASE	PO0143960	CHASE PAYMENT	\$687.50
01-02018	BASS BAPTIST HEALTH CENTER - DALLA	PO0143787	WC/MEDICAL	\$654.15
01-02131	LEXISNEXIS	PO0144028	PROFESSIONAL SERVICE 7/17	\$474.00
01-03022	CULLIGAN OF ENID	PO0143726	BOTTLED WATER	\$19.50
01-03053	NORTHWEST SHREDDERS, LLC	PO0143711	SECURITY CONSOLE 8/17	\$80.00
01-03902	MCGIVERN & GILLIARD A PROFESSIONAL	PO0143736	WC/ATTORNEY FEES	\$1,820.94
01-03902	MCGIVERN & GILLIARD A PROFESSIONAL	PO0143748	WC/ATTORNEY FEES	\$510.00
01-03902	MCGIVERN & GILLIARD A PROFESSIONAL	PO0143779	WC/ATTORNEY FEES	\$59.40
01-03921	EXPRESS SCRIPTS, INC.	PO0143793	WC/MEDICAL	\$210.10
01-03921	EXPRESS SCRIPTS, INC.	PO0143927	WC/MEDICAL	\$619.25
01-03921	EXPRESS SCRIPTS, INC.	PO0144013	WC/MEDICAL	\$2,590.87
01-03967	COLDIRON, JACK D	PO0143938	WC/ATTORNEY FEES	\$70.19
01-05117	CENTRALINK CARE MGMT	PO0143749	WC/MEDICAL	\$137.10
01-05371	HERNANDEZ, TANIA	PO0143690	REFUND/CASH BOND	\$269.00
01-05377	DJO GLOBAL, INC.	PO0143813	WC/MEDICAL	\$84.47
01-33380	OPFER, DAVID	PO0143638	WC/MEDICAL	\$317.36
01-33380	OPFER, DAVID	PO0143684	WC/MEDICAL	\$317.36
01-33380	OPFER, DAVID	PO0143870	WC/MEDICAL	\$317.36
LEGAL SVCS. TOTAL				\$9,238.55

FUND 10 DEPT 140 - SAFETY

01-01227	AUTRY VO-TECH CENTER	PO0143944	SAFETY TRAINING	\$390.00
01-01783	JP MORGAN CHASE	PO0143960	CHASE PAYMENT	\$980.76
SAFETY TOTAL				\$1,370.76

FUND 10 DEPT 150 - PR/MARKETING

01-01163	ADVANCED WATER SOLUTIONS	PO0143809	WATER COOLER RENTAL 7/17	\$10.00
01-01783	JP MORGAN CHASE	PO0143960	CHASE PAYMENT	\$563.28
01-16004	PDQ PRINTING	PO0143825	ID TAGS (2)	\$14.00
PR/MARKETING TOTAL				\$587.28

FUND 10 DEPT 200 - GENERAL GOVERNMENT

01-01783	JP MORGAN CHASE	PO0143960	CHASE PAYMENT	\$382.55
01-02656	ROGGOW CONSULTING	PO0143911	CONSULTING SERVICE 7/17	\$4,000.00
01-02656	ROGGOW CONSULTING	PO0143911	CONSULTING SERVICE 8/17	\$4,000.00
01-02845	ENID REGIONAL DEVELOPMENT ALLIANCE	PO0143856	YOUNG PROFESSIONAL BANQUET (8)	\$200.00
01-16145	PETTY CASH	PO0143978	REIMB/PORTFOLIO/G PANKONIN	\$49.99
01-23053	WESTERN ENTERPRISES INC	PO0141837	FIREWORKS DISPLAY 7/17	\$15,000.00
01-36830	MAIN STREET ENID, INC.	PO0143740	LOCAL PROGRAM FUNDING 7/17	\$6,250.00
01-36830	MAIN STREET ENID, INC.	PO0143740	LOCAL PROGRAM FUNDING 8/17	\$6,250.00
01-36830	MAIN STREET ENID, INC.	PO0143740	LOCAL PROGRAM FUNDING 9/17	\$6,250.00
01-39700	GARFIELD CO. LEGAL NEWS	PO0143680	PUBLICATIONS	\$862.65
01-39700	GARFIELD CO. LEGAL NEWS	PO0143868	PUBLICATIONS	\$80.45
01-58150	MCAFFEE & TAFT	PO0143646	PROFESSIONAL LEGAL SERVICE	\$205.00
01-58150	MCAFFEE & TAFT	PO0143657	PROFESSIONAL LEGAL SERVICE	\$10,510.80
01-58150	MCAFFEE & TAFT	PO0143701	PROFESSIONAL LEGAL SERVICE/HOTEL DEVELOP	\$46,410.06
GENERAL GOVERNMENT TOTAL				\$100,451.50

FUND 10 DEPT 210 - ACCOUNTING

01-01472	STAPLES ADVANTAGE	PO0144011	INK CARTRIDGE	\$120.99
01-01783	JP MORGAN CHASE	PO0143960	CHASE PAYMENT	\$30.76
01-03053	NORTHWEST SHREDDERS, LLC	PO0143711	SECURITY CONSOLE 8/17	\$20.00
01-13089	MERRIFIELD OFFICE SUPPLY	PO0143999	INK CARTRIDGES (2)	\$462.71
01-55110	LEADERSHIP GREATER ENID	PO0143683	LGE DUES/E CRAWFORD	\$30.00
ACCOUNTING TOTAL				\$664.46

FUND 10 DEPT 220 - RECORDS & RECEIPTS

01-01472	STAPLES ADVANTAGE	PO0144008	POST-ITS	\$6.49
01-03022	CULLIGAN OF ENID	PO0143726	BOTTLED WATER	\$19.50
01-03715	COLOR ID, LLC	PO0143777	BUSINESS LICENSE CARDS (500)	\$45.00
01-16145	PETTY CASH	PO0143978	REIMB/DRAWER SHORTAGE (2)	\$19.40
RECORDS & RECEIPTS TOTAL				\$90.39

FUND 10 DEPT 250 - INFORMATION TECHNOLOGY

01-01768	AT&T INTERNET SERVICES, INC.	PO0143888	MONTHLY SERVICE 8/17	\$1,062.00
01-01783	JP MORGAN CHASE	PO0143960	CHASE PAYMENT	\$1,215.10
INFORMATION TECHNOLOGY TOTAL				\$2,277.10

FUND 10 DEPT 300 - COMMUNITY DEVELOPMENT

01-01783	JP MORGAN CHASE	PO0143960	CHASE PAYMENT	\$562.49
01-02615	JAMIE'S BARNSTORMERS	PO0144032	MEAL/MAPC MEETING	\$164.85
01-05363	EVERETT, DIANNA	PO0143344	PREP/NAT'L REGISTRY OF HIST PLACES (3)	\$6,000.00
COMMUNITY DEVELOPMENT TOTAL				\$6,727.34

FUND 10 DEPT 350 - CODE ENFORCEMENT

01-01783	JP MORGAN CHASE	PO0143960	CHASE PAYMENT	\$364.42
01-02639	RON'S MOWING SERVICE	PO0143804	MOW/2609 S VAN BUREN	\$70.00
01-02639	RON'S MOWING SERVICE	PO0143829	MOW/418 W MULBERRY	\$70.00
01-02639	RON'S MOWING SERVICE	PO0143866	MOW/125 W HACKBERRY	\$70.00
01-03053	NORTHWEST SHREDDERS, LLC	PO0143711	SECURITY CONSOLE 8/17	\$20.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0143734	WAREHOUSE PARTS 7/17	\$21.71
01-04732	DEAL LAWN CARE	PO0143733	MOW/229 E STATE	\$75.00
01-04732	DEAL LAWN CARE	PO0143733	MOW/476 E WABASH	\$75.00
01-04732	DEAL LAWN CARE	PO0143733	MOW/464 E WABASH	\$75.00
01-04732	DEAL LAWN CARE	PO0143733	MOW/523 E INDIANA	\$75.00
01-04732	DEAL LAWN CARE	PO0143733	MOW/401 W ILLINOIS	\$150.00
01-04732	DEAL LAWN CARE	PO0143733	MOW/231 W STATE	\$75.00
01-04732	DEAL LAWN CARE	PO0143733	MOW/1402 E ELM	\$150.00
01-04732	DEAL LAWN CARE	PO0143733	MOW/1403 W ELM	\$75.00
01-04732	DEAL LAWN CARE	PO0143733	MOW/2529 W PARK	\$75.00
01-04732	DEAL LAWN CARE	PO0143733	MOW/1559 N QUINCY	\$75.00
01-04732	DEAL LAWN CARE	PO0143733	MOW/1806 W OKLAHOMA	\$75.00
01-04732	DEAL LAWN CARE	PO0143834	MOW/424 N 8TH	\$75.00
01-04732	DEAL LAWN CARE	PO0143834	MOW/414 E PINE	\$150.00
01-04732	DEAL LAWN CARE	PO0143865	MOW/404 N 4TH	\$150.00
01-04732	DEAL LAWN CARE	PO0143865	MOW/601 N MALONE	\$75.00
01-04732	DEAL LAWN CARE	PO0143939	MOW/605 N TYLER	\$75.00
01-04732	DEAL LAWN CARE	PO0143939	MOW/615 N TYLER	\$75.00
01-04732	DEAL LAWN CARE	PO0143939	MOW/1218 E CYPRESS	\$75.00
01-04732	DEAL LAWN CARE	PO0144023	MOW/1030 N DAVIS	\$75.00
01-04732	DEAL LAWN CARE	PO0144023	MOW/1418 N 13TH	\$75.00
01-04732	DEAL LAWN CARE	PO0144023	MOW/412 S 14TH	\$150.00
01-04732	DEAL LAWN CARE	PO0144023	MOW/1332 E PARK	\$150.00
01-04732	DEAL LAWN CARE	PO0144023	MOW/2902 W CHEROKEE	\$450.00
01-04732	DEAL LAWN CARE	PO0144023	MOW/1312 W OKLAHOMA	\$75.00
01-04732	DEAL LAWN CARE	PO0144023	MOW/468 E WABASH	\$75.00
01-04732	DEAL LAWN CARE	PO0144023	MOW/1318 W RANDOLPH	\$150.00
01-04766	CLM MOWING	PO0143763	MOW/426 S BUCHANAN	\$60.00
01-04766	CLM MOWING	PO0143763	MOW/506 W BIRCH	\$60.00
01-04766	CLM MOWING	PO0143763	MOW/1122 E CHEROKEE	\$60.00
01-04766	CLM MOWING	PO0143763	MOW/1309 SUGGETT	\$60.00
01-04766	CLM MOWING	PO0143763	MOW/1228 E MAINE	\$60.00
01-04766	CLM MOWING	PO0143763	MOW/406 E WABASH	\$60.00
01-04766	CLM MOWING	PO0143946	MOW/510 E CEDAR	\$150.00
01-04766	CLM MOWING	PO0143946	MOW/1406 N 12TH	\$150.00
01-04766	CLM MOWING	PO0143946	MOW/2421 E OAK	\$150.00
01-04766	CLM MOWING	PO0144018	MOW/5610 FOUNTAIN HEAD DR	\$60.00
01-04766	CLM MOWING	PO0144018	MOW/2411 E OAK	\$150.00

01-04766	CLM MOWING	PO0144018	MOW/1306 S 4TH	\$60.00
01-04766	CLM MOWING	PO0144018	MOW/1909 S HUDSON	\$60.00
01-04766	CLM MOWING	PO0144018	MOW/510 E RANDOLPH	\$60.00
01-05295	GORE GROUND WORKZ	PO0143792	MOW/902 E ELM	\$65.00
01-05295	GORE GROUND WORKZ	PO0143831	MOW/2602 N JEFFERSON	\$120.00
01-05295	GORE GROUND WORKZ	PO0143863	MOW/1201 N GRAND	\$65.00
01-05295	GORE GROUND WORKZ	PO0143932	MOW/420 N 5TH	\$65.00
01-05295	GORE GROUND WORKZ	PO0143932	MOW/435 S BUCHANAN	\$65.00
01-05295	GORE GROUND WORKZ	PO0143932	MOW/1314 N 2ND	\$65.00
01-05295	GORE GROUND WORKZ	PO0143932	MOW/1316 N 2ND	\$65.00
01-05295	GORE GROUND WORKZ	PO0144020	MOW/1011 N JEFFERSON	\$65.00
01-05295	GORE GROUND WORKZ	PO0144020	MOW/201 W HACKBERRY	\$65.00
01-05295	GORE GROUND WORKZ	PO0144020	MOW/205 E INDIANA	\$65.00
01-05295	GORE GROUND WORKZ	PO0144020	MOW/418 N 11TH	\$65.00
01-05295	GORE GROUND WORKZ	PO0144020	MOW/424 S MONROE	\$65.00
01-05295	GORE GROUND WORKZ	PO0144020	MOW/318 E OHIO	\$120.00
01-05295	GORE GROUND WORKZ	PO0144020	MOW/1120 E OKLAHOMA	\$65.00
01-05295	GORE GROUND WORKZ	PO0144020	MOW/1829 E BROADWAY	\$65.00
01-05295	GORE GROUND WORKZ	PO0144020	MOW/329 S 20TH	\$65.00
01-05324	BIG K MOWING	PO0143949	MOW/1821 E ASH	\$250.00
01-05324	BIG K MOWING	PO0143949	MOW/310 N 17TH	\$400.00
01-05328	E & H TREE TRIMMING AND REMOVAL, L	PO0143950	MOW/702 N DAVIS	\$175.00
01-08022	HUGHES LUMBER CO., LLC	PO0144016	STAKES	\$45.57
01-16145	PETTY CASH	PO0143983	REIMB/FILING FEES	\$348.00
01-16145	PETTY CASH	PO0143984	REIMB/FILING FEES	\$381.00
01-32090	POLK DIRECTORIES, INC.	PO0143633	CITY DIRECTORY	\$167.00
CODE ENFORCEMENT TOTAL				\$7,582.70

FUND 10 DEPT 400 - ENGINEERING

01-01783	JP MORGAN CHASE	PO0143960	CHASE PAYMENT	\$2,117.49
01-02116	MESHEK & ASSOCIATES, PLC	PO0143355	G-1801A GIS HOSTING/METERS	\$10,000.00
01-02515	ENID EYE OPTICAL, INC.	PO0143919	SAFETY GLASSES/J NORMAN	\$76.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0143734	WAREHOUSE PARTS 7/17	\$32.61
01-16145	PETTY CASH	PO0143981	REIMB/TRAVEL/PIPELINE CONF/C GDANSKI	\$139.42
01-32090	POLK DIRECTORIES, INC.	PO0143633	CITY DIRECTORY	\$300.00
01-67730	OK FLOODPLAIN MANAGEMENT ASSOC.	PO0143855	CONF REGISTRATION (3)	\$700.00
01-67730	OK FLOODPLAIN MANAGEMENT ASSOC.	PO0143855	CFM RENEWAL (3)	\$200.00
ENGINEERING TOTAL				\$13,565.52

FUND 10 DEPT 700 - PUBLIC WORKS MGMT

01-01783	JP MORGAN CHASE	PO0143960	CHASE PAYMENT	\$250.26
01-04129	OK DEPT. OF CORRECTIONS	PO0143647	INMATE COSTS	\$840.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0143734	WAREHOUSE PARTS 7/17	\$150.14
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0143770	MONTHLY SERVICE 8/17	\$3.84
01-32090	POLK DIRECTORIES, INC.	PO0143633	CITY DIRECTORY	\$167.00
PUBLIC WORKS MGMT TOTAL				\$1,411.24

FUND 10 DEPT 710 - FLEET MAINTENANCE

01-00146	CINTAS CORPORATION LOC. 624	PO0143930	UNIFORM RENTALS (24)	\$120.06
01-01783	JP MORGAN CHASE	PO0143960	CHASE PAYMENT	\$742.08
01-01908	DOUBLE CHECK COMPANY, INC.	PO0143848	FUEL NOZZLE	\$163.00
01-03608	GARFIELD PANEL & SUPPLY, INC.	PO0143854	NUTS/BOLTS/WASHERS/SCREWS	\$450.77
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0143734	WAREHOUSE PARTS 7/17	\$6,286.33
01-13017	MUNN SUPPLY, INC.	PO0143840	PLUGS/FLOWMETER/ARGON/OXYGEN	\$140.60
01-13218	MYERS TIRE SUPPLY, INC.	PO0143851	TPMS MACHINE	\$405.90
01-16145	PETTY CASH	PO0143981	REIMB/CDL LICENSE/R DAWSON	\$29.00
01-35300	UNIFIRST, INC.	PO0143845	SHOP TOWEL SERVICE	\$325.72
01-35300	UNIFIRST, INC.	PO0143931	SHOP TOWEL SERVICE	\$162.86
FLEET MAINTENANCE TOTAL				\$8,826.32

FUND 10 DEPT 730 - PARKS & RECREATION

01-00146	CINTAS CORPORATION LOC. 624	PO0143778	UNIFORM RENTALS (12)	\$67.29
01-00146	CINTAS CORPORATION LOC. 624	PO0143903	UNIFORM RENTALS (13)	\$118.70
01-01783	JP MORGAN CHASE	PO0143960	CHASE PAYMENT	\$7,833.34
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0143734	WAREHOUSE PARTS 7/17	\$627.57
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0143770	MONTHLY SERVICE 8/17	\$159.65
01-04847	W.W. STARR LUMBER CO., INC.	PO0143786	SLEDGE HAMMER/DRILL BIT	\$47.27
01-05026	LESLIE'S SWIMMING POOL SUPPLIES	PO0141830	CHLORINE/ACID	\$1,809.02
01-05026	LESLIE'S SWIMMING POOL SUPPLIES	PO0141831	SPLASH AQUATIC ADA LIFT	\$5,399.03
01-05147	HERC RENTALS INC.	PO0143698	BOOM RENTAL	\$1,650.50
01-18116	RAMSEY'S WHAT EVER STORE	PO0143729	PVC COMPRESSION SLEEVE	\$6.50
01-30830	LOCKE SUPPLY, INC.	PO0143784	FITTINGS (44)	\$92.57
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0143783	TRIMMER CAP/HITCH PIN	\$8.58
01-80153	KINNUNEN, INC.	PO0143670	ELECTRIC JACK HAMMER	\$1,789.28
01-80343	FENTRESS OIL COMPANY, INC.	PO0143842	V501 HYDRAULIC OIL	\$250.00
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0143728	FITTINGS	\$101.17
PARKS & RECREATION TOTAL				\$19,960.47

FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT.

01-00146	CINTAS CORPORATION LOC. 624	PO0143778	UNIFORM RENTALS (16)	\$138.73
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0143850	V929 HOSE	\$37.07
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0143811	HINGE/BOLT	\$4.48
01-01783	JP MORGAN CHASE	PO0143960	CHASE PAYMENT	\$1,996.72
01-02243	BB MACHINE & SUPPLY, INC.	PO0143846	V939 FITTINGS	\$69.68
01-02515	ENID EYE OPTICAL, INC.	PO0143959	SAFETY GLASSES/J LECHLITER	\$102.00
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0143844	V162 MIRROR	\$137.43
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0143844	V161 SCREW/LINE	\$166.68
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0143844	V119 GASKET	\$16.66
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0143933	V161 VALVE/SEAL	\$258.37
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0143734	WAREHOUSE PARTS 7/17	\$2,748.15
01-05005	ENID CONCRETE CO., INC.	PO0143969	CONCRETE	\$344.00
01-05066	BRUCKNER TRUCK SALES, INC.	PO0143847	V132 TURN INDICATOR	\$170.37
01-05114	HRT SERVICE COMPANY, LLC.	PO0142914	MOW/RIGHT OF WAY	\$5,450.00
01-05270	ZALOUDEK, FW & SONS	PO0143713	V541 BELT	\$84.83
01-05270	ZALOUDEK, FW & SONS	PO0143974	V550 FORKS (2)/BEARINGS (4)	\$404.06
01-05270	ZALOUDEK, FW & SONS	PO0143974	V541 STARTER	\$344.69
01-05356	GOOD CHOICE CLEANING, LLC	PO0143065	MOW/CLEAN/RIGHT OF WAY	\$1,850.00
01-08022	HUGHES LUMBER CO., LLC	PO0143800	LUMBER	\$17.97
01-11060	KIRBY-SMITH OKLAHOMA	PO0143060	EXCAVATOR RENTAL	\$6,175.00
01-13017	MUNN SUPPLY, INC.	PO0143782	CYLINDER RENTAL	\$24.97
01-19004	SHERWIN-WILLIAMS CO., INC.	PO0143812	PAINT/TRAY LINERS	\$23.95
01-33210	P & K EQUIPMENT, INC.	PO0143755	LOCKING NUT	\$19.23
01-33210	P & K EQUIPMENT, INC.	PO0143853	V569 VALVE	\$877.17
01-33210	P & K EQUIPMENT, INC.	PO0143935	V568 WINDOW	\$394.62
01-40180	WAY OUT WEST	PO0143867	BOOTS/H STEVISON	\$125.00
01-50210	LOWE'S HOME CENTERS, INC.	PO0143674	FITTINGS/BUSHING	\$9.52
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0143783	AIR FILTERS (4)/SCRENCH	\$59.58
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0143973	POLE SAW REPAIR	\$112.60
01-59360	FASTENAL COMPANY	PO0143788	SCREWS/WASHERS/WIRING	\$46.45
01-80153	KINNUNEN, INC.	PO0143695	WARNING SIGNS (4)/VESTS (4)	\$300.00
01-80246	ATWOODS	PO0143976	PUMP/HOSE/ADAPTER	\$76.55
01-80343	FENTRESS OIL COMPANY, INC.	PO0143942	BULK OIL	\$230.07
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0143676	HOOK ROPE	\$36.38
STRMWTR & ROADWAY MAINT. TOTAL				\$22,852.98

FUND 10 DEPT 750 - TECHNICAL SERVICES

01-00146	CINTAS CORPORATION LOC. 624	PO0143903	UNIFORM RENTALS (71)	\$411.47
01-00146	CINTAS CORPORATION LOC. 624	PO0144030	UNIFORM RENTALS (17)	\$90.51
01-01783	JP MORGAN CHASE	PO0143960	CHASE PAYMENT	\$7,993.47
01-03178	CARPET PLUS	PO0142046	CARPET/INSTALL/ADMIN BLDG	\$6,003.13
01-03225	WILCOX SALES	PO0143756	PEDESTRIAN SIGNALS	\$2,490.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0143734	WAREHOUSE PARTS 7/17	\$59.42
01-04949	APS FIRECO OKLAHOMA CITY, LLC	PO0143700	ANNUAL FIRE ALARM INSPECT (6)	\$1,340.00
01-05067	ENID GLASSWORKS, INC.	PO0143823	V644 WINDOW	\$180.00
01-07030	GADES SALES CO., INC.	PO0142783	SCHOOL ZONE POLE ASSEMBLY	\$2,195.00

01-16008	PINKLEY SALES CO.	PO0143696	SIGNS (30)	\$919.20
01-16008	PINKLEY SALES CO.	PO0143815	PED PUSH BUTTON/INSULATOR	\$426.73
01-16008	PINKLEY SALES CO.	PO0143891	DETECTION SYSTEM CAMERA	\$2,788.00
01-16008	PINKLEY SALES CO.	PO0143966	BATTERY BACKUP (6)	\$888.00
01-19001	STANLEY'S WRECKER SERVICE	PO0143820	V600 AIRBAG SWITCH	\$50.00
01-37230	HERITAGE ROOFING SYSTEMS, INC.	PO0143675	ROOF REPAIR	\$110.00
01-80153	KINNUNEN, INC.	PO0143772	GENERATOR	\$939.00
01-80246	ATWOODS	PO0143722	BOOTS/I PEREZ	\$99.99
01-80246	ATWOODS	PO0143790	BOOTS/W WEISS	\$119.99
TECHNICAL SERVICES TOTAL				\$27,103.91

FUND 10 DEPT 900 - LIBRARY

01-01338	J & P SUPPLY, INC.	PO0143864	RAGS/CLEANER/AEROSOL	\$171.41
01-01338	J & P SUPPLY, INC.	PO0144015	DEODORIZER	\$26.60
01-01783	JP MORGAN CHASE	PO0143960	CHASE PAYMENT	\$4,394.02
01-03053	NORTHWEST SHREDDERS, LLC	PO0143711	SECURITY CONSOLE 8/17	\$40.00
01-05378	HIGH PLAINS LIBRARY DISTRICT	PO0143858	REIMB/BOOK	\$7.99
01-16004	PDQ PRINTING	PO0143710	POSTCARDS (2000)	\$170.00
01-32090	POLK DIRECTORIES, INC.	PO0143633	CITY DIRECTORY	\$167.00
01-57310	PURCHASE POWER	PO0143636	QUARTERLY POSTAGE	\$3,000.00
01-65460	ACTSHON PEST CONTROL	PO0143929	PEST CONTROL 8/17	\$30.00
01-80203	CARRIER OKLAHOMA	PO0143723	CIRCUIT BOARD	\$200.28
01-80234	LUCAS COLOR CARD, INC.	PO0143890	DIGITAL MEDIA CARDS (4179)	\$1,214.79
LIBRARY TOTAL				\$9,422.09

FUND 10 DEPT 955 - CAPITAL ASSETS & PROJECTS

01-01783	JP MORGAN CHASE	PO0143960	CHASE PAYMENT	\$800.61
01-05005	ENID CONCRETE CO., INC.	PO0143665	M-1713A CONCRETE	\$381.00
01-05005	ENID CONCRETE CO., INC.	PO0143857	M-1713A CONCRETE	\$454.76
01-05303	S & S COATING, LLC	PO0143819	M-1713A SIGNS/POLES	\$750.00
CAPITAL ASSETS & PROJECTS TOTAL				\$2,386.37

FUND 12 DEPT 125 - SPECIAL PROJECT

01-01783	JP MORGAN CHASE	PO0143960	CHASE PAYMENT	\$648.72
SPECIAL PROJECT TOTAL				\$648.72

FUND 14 DEPT 145 - HEALTH FUND

01-25008	YMCA	PO0144003	WELLNESS DOLLARS	\$100.00
01-70870	FOCUS INSTITUTE, INC.	PO0143963	EAP SERVICES 9/17	\$1,233.33
HEALTH FUND TOTAL				\$1,333.33

FUND 20 DEPT 205 - AIRPORT

01-01338	J & P SUPPLY, INC.	PO0143760	LINERS/TOWELS/CLEANER/CUPS	\$206.64
01-01783	JP MORGAN CHASE	PO0143960	CHASE PAYMENT	\$300.11
01-01913	EXECUTIVE CARPET CLEANING	PO0143761	CARPET CLEANING	\$341.95
01-02269	CEC CORPORATION	PO0142519	A-1701A PROFESSIONAL SERVICE	\$6,166.67
01-02269	CEC CORPORATION	PO0142528	A-1702A PROFESSIONAL SERVICE	\$5,750.00
01-03122	CROWN PRODUCTS, INC.	PO0143750	VALVE SEAL KIT/FILTERS	\$172.07
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0143734	WAREHOUSE PARTS 7/17	\$465.73
01-04684	OROSCO, NANCY	PO0143731	JANITORIAL SERVICE 8/17	\$187.50
01-04904	GARY'S AUDIO SYSTEMS	PO0143791	SOUND SYSTEM	\$150.00
01-09006	INDUSTRIAL MATERIAL CORP.	PO0143884	DOOR/FRAME	\$540.00
01-16145	PETTY CASH	PO0143982	REIMB/GH2 ARCHITECT MTG/C ARTHUR	\$119.03
01-16145	PETTY CASH	PO0143982	REIMB/TRAVEL/PRESS CONF/D OHNESORGE	\$99.19
01-23076	WING AERO PRODUCTS, INC.	PO0143757	FAR AIMS/CHARTS/SECTIONALS	\$272.77
01-35300	UNIFIRST, INC.	PO0143759	WIPERS/MAT/MOP	\$116.91

01-73500	RURAL COMMUNITY INSURANCE SERVICE	PO0143918	1/17-6/17 CROP INSURANCE	\$150.00
01-73500	RURAL COMMUNITY INSURANCE SERVICE	PO0143918	7/17-12/17 CROP INSURANCE	\$153.75
01-80343	FENTRESS OIL COMPANY, INC.	PO0143664	OIL/ST	\$273.25
01-80343	FENTRESS OIL COMPANY, INC.	PO0143894	OIL/ST	\$1,004.96
AIRPORT TOTAL				\$16,470.53

FUND 22 DEPT 000 - GOLF STOCK

01-05230	POPE DISTRIBUTING CO, INC.	PO0143641	BEER/ST	\$419.35
01-05230	POPE DISTRIBUTING CO, INC.	PO0143661	BEER/ST	\$645.90
01-05230	POPE DISTRIBUTING CO, INC.	PO0143758	BEER/ST	\$360.65
01-05240	ACUSHNET COMPANY	PO0143650	PRO SHOP/ST	\$1,000.00
01-05240	ACUSHNET COMPANY	PO0143765	PRO SHOP/ST	\$1,773.12
01-05240	ACUSHNET COMPANY	PO0143830	PRO SHOP/ST	\$1,008.82
01-05240	ACUSHNET COMPANY	PO0143832	PRO SHOP/ST	\$1,232.65
01-05240	ACUSHNET COMPANY	PO0144009	PRO SHOP/ST	\$2,473.57
01-05240	ACUSHNET COMPANY	PO0144022	PRO SHOP/ST	\$595.80
01-05275	H2 GOLF, LLC	PO0144024	PRO SHOP/ST	\$332.85
01-05275	H2 GOLF, LLC	PO0144025	PRO SHOP/ST	\$84.50
01-05275	H2 GOLF, LLC	PO0144026	PRO SHOP/ST	\$603.80
01-05275	H2 GOLF, LLC	PO0144027	PRO SHOP/ST	\$39.60
01-05336	BUSHNELL OUTDOOR PRODUCTS	PO0143663	PRO SHOP/ST	\$850.66
01-05336	BUSHNELL OUTDOOR PRODUCTS	PO0143704	PRO SHOP/ST	\$882.80
01-05528	ANHEUSER-BUSCH, LLC.	PO0143639	BEER/ST	\$531.25
01-05528	ANHEUSER-BUSCH, LLC.	PO0143685	BEER/ST	\$807.15
01-07022	GREAT PLAINS COCA-COLA	PO0143640	SNACK BAR/ST	\$691.12
01-07022	GREAT PLAINS COCA-COLA	PO0143660	SNACK BAR/ST	\$313.76
01-07022	GREAT PLAINS COCA-COLA	PO0143754	SNACK BAR/ST	\$167.84
01-13145	MID-AMERICA WHOLESale, INC.	PO0143662	SNACK BAR/ST	\$491.09
GOLF STOCK TOTAL				\$15,306.28

FUND 22 DEPT 225 - GOLF

01-00461	HOT SHOT POWER WASHING, INC.	PO0143817	CLEAN/DEGREASE/KITCHEN EXHAUST	\$350.00
01-01338	J & P SUPPLY, INC.	PO0143752	CLEANER/TISSUE/TRASH BAGS	\$590.52
01-01783	JP MORGAN CHASE	PO0143960	CHASE PAYMENT	\$627.46
01-02539	BWI COMPANIES, INC.	PO0143671	FUNGICIDE/ROTARY SPREADER	\$1,877.70
01-04173	DE LAGE PUBLIC FINANCE, LLC.	PO0143805	BLADE GRINDER LEASE 9/17	\$377.15
01-04198	PRAIRIEFIRE COFFEE	PO0143692	COFFEE	\$35.40
01-04744	CHELSEA INFORMATION SYSTEMS, INC.	PO0143806	HOSTED GOLF RESERVATIONS 9/17	\$245.00
01-04926	HAMPEL OIL DISTRIBUTORS, INC.	PO0143822	UNLEADED	\$567.12
01-04926	HAMPEL OIL DISTRIBUTORS, INC.	PO0143822	DIESEL	\$580.00
01-05134	ENID NEWS & EAGLE	PO0143727	ADVERTISING	\$120.00
01-13145	MID-AMERICA WHOLESale, INC.	PO0143662	SNACK BAR SUPPLIES	\$90.89
01-13145	MID-AMERICA WHOLESale, INC.	PO0143915	SNACK BAR SUPPLIES	\$83.43
01-13145	MID-AMERICA WHOLESale, INC.	PO0143921	SNACK BAR SUPPLIES	\$90.89
01-14075	CHEMSEARCH	PO0143816	GREASE	\$489.77
01-33210	P & K EQUIPMENT, INC.	PO0143725	BELTS/LASTEC ROUGH UNIT	\$312.44
01-33210	P & K EQUIPMENT, INC.	PO0143755	WELDMENT/BELTS/BEARINGS	\$483.85
01-40180	WAY OUT WEST	PO0143709	BOOTS/E LAMB	\$125.00
01-65460	ACTSHON PEST CONTROL	PO0143818	PEST CONTROL 8/17	\$75.00
01-66210	YAMAHA MOTOR CORPORATION USA	PO0142933	GOLF CART LEASE 8/17	\$2,945.00
GOLF TOTAL				\$10,066.62

FUND 31 DEPT 230 - UTILITY BILLING

01-00793	ONESOURCE MANAGED SERVICES	PO0143838	MONTHLY SERVICE 8/17	\$186.19
01-00917	HD SUPPLY WATERWORKS	PO0143889	SPLICE KITS (500)	\$1,415.00
01-01472	STAPLES ADVANTAGE	PO0143948	INK CARTRIDGE	\$306.99
01-01783	JP MORGAN CHASE	PO0143960	CHASE PAYMENT	\$41.77
01-03053	NORTHWEST SHREDDERS, LLC	PO0143711	SECURITY CONSOLE 8/17	\$20.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0143734	WAREHOUSE PARTS 7/17	\$19.06
UTILITY BILLING TOTAL				\$1,989.01

FUND 31 DEPT 760 - SOLID WASTE SERVICES

01-00146	CINTAS CORPORATION LOC. 624	PO0143678	UNIFORM RENTALS (15)	\$245.79
01-00146	CINTAS CORPORATION LOC. 624	PO0143903	UNIFORM RENTALS (18)	\$96.91
01-00146	CINTAS CORPORATION LOC. 624	PO0143967	UNIFORM RENTALS (16)	\$197.34
01-00146	CINTAS CORPORATION LOC. 624	PO0144030	UNIFORM RENTALS (18)	\$96.91
01-00159	UNITED STATES GYPSUM COMPANY	PO0143737	CRUSHER RUN	\$9,331.20
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0143934	V226 SEAT	\$682.97
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0143827	ANGLE IRON	\$313.86
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0143882	REBAR/METAL STRIPS (3)/PLATE	\$306.47
01-01783	JP MORGAN CHASE	PO0143960	CHASE PAYMENT	\$6,192.29
01-02243	BB MACHINE & SUPPLY, INC.	PO0144029	V210 HOSE/STEM	\$94.63
01-03000	CARTER PAINT CO.	PO0143821	PAINT	\$13.58
01-03110	VERMEER GREAT PLAINS	PO0143374	V252 GRINDER REPAIR/LABOR	\$1,871.42
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0142799	LOADER RENTAL 8/17	\$3,200.00
01-03512	PACE ANALYTICAL SERVICES, INC.	PO0143824	SAMPLE ANALYSIS	\$232.00
01-04073	DERRICK CANVAS, INC.	PO0143975	GROMMETS (8)	\$10.00
01-04207	FOUR J'S TIRE SERVICE, LLC	PO0143951	V517 TIRES (4)	\$1,610.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0143734	WAREHOUSE PARTS 7/17	\$17,902.70
01-04563	XPRESS WELLNESS, LLC	PO0143780	WC/MEDICAL	\$94.95
01-04943	JACK E MARSHALL, MD. LLC	PO0143937	WC/MEDICAL	\$368.85
01-05005	ENID CONCRETE CO., INC.	PO0143857	CONCRETE	\$597.20
01-05065	HORIZON HYDRAULICS, INC.	PO0143849	V265 PUMP REBUILD	\$587.74
01-05066	BRUCKNER TRUCK SALES, INC.	PO0143847	V241 AXLE PARTS	\$294.92
01-05207	EMPIRE FINANCIAL, LLC	PO0143924	2017 TRASH TRUCK LEASE/PETERBUILT 7/17	\$9,466.89
01-05207	EMPIRE FINANCIAL, LLC	PO0143924	2017 TRASH TRUCK LEASE/PETERBUILT 8/17	\$9,466.89
01-05207	EMPIRE FINANCIAL, LLC	PO0143924	2017 TRASH TRUCK LEASE/PETERBUILT 9/17	\$9,466.89
01-05207	EMPIRE FINANCIAL, LLC	PO0143925	2017 TRASH TRUCK LEASE/MAC 7/17	\$5,052.27
01-05207	EMPIRE FINANCIAL, LLC	PO0143925	2017 TRASH TRUCK LEASE/MAC 8/17	\$5,052.27
01-05207	EMPIRE FINANCIAL, LLC	PO0143925	2017 TRASH TRUCK LEASE/MAC 9/17	\$5,052.27
01-05309	CHEM-CAN BUILDING & CONSTRUCTION S	PO0143900	SEPTIC TANK CLEANING 8/17	\$300.00
01-05346	ACCENT WIRE-TIE	PO0143826	WIRE	\$285.28
01-13017	MUNN SUPPLY, INC.	PO0143840	FLUX CORE WIRE/ARGON/OXYGEN	\$87.21
01-18116	RAMSEY'S WHAT EVER STORE	PO0143679	V261 PIPE	\$5.00
01-19004	SHERWIN-WILLIAMS CO., INC.	PO0143693	PAINT/TRAY LINERS	\$622.59
01-21001	UNITED ENGINES, INC.	PO0143843	V241 BUMPER	\$605.22
01-56300	TRUCK PRO, INC.	PO0143968	V132 HANGER/ADAPTER/BOLT KIT	\$27.93
01-78470	OK SPINE HOSPITAL	PO0143954	WC/MEDICAL	\$2,283.39
01-79980	PIONEER BUSINESS SOLUTION	PO0143773	MONTHLY SERVICE 8/17	\$403.68
01-80246	ATWOODS	PO0143673	GRINDER/WELDING ROD	\$117.90
01-80246	ATWOODS	PO0143790	BOOTS/J CRANE	\$125.00
01-80246	ATWOODS	PO0143941	BOOTS/B WHITE	\$125.00
01-80246	ATWOODS	PO0143976	WATER	\$171.15
01-80343	FENTRESS OIL COMPANY, INC.	PO0143808	OIL/ST	\$1,048.43
01-80343	FENTRESS OIL COMPANY, INC.	PO0143942	BULK OIL	\$230.07
SOLID WASTE SERVICES TOTAL				\$94,337.06

FUND 31 DEPT 785 - PUBLIC UTILITIES MGMT

01-01178	ACCURATE, INC.	PO0143971	SAMPLE ANALYSIS	\$210.00
01-01783	JP MORGAN CHASE	PO0143960	CHASE PAYMENT	\$221.51
01-03512	PACE ANALYTICAL SERVICES, INC.	PO0143047	SIU SAMPLE ANALYSIS	\$558.00
01-04129	OK DEPT. OF CORRECTIONS	PO0143647	INMATE COSTS/DOC VAN USAGE	\$840.00
01-04129	OK DEPT. OF CORRECTIONS	PO0143699	INMATE MEALS 5/17	\$1,087.69
01-16145	PETTY CASH	PO0143977	REIMB/TRAVEL/PRETREAT ASSN/B BRUMMIT	\$154.30
01-16145	PETTY CASH	PO0143977	REIMB/TRAVEL/CLD CLASS/C OBRIEN	\$44.37
01-32090	POLK DIRECTORIES, INC.	PO0143633	CITY DIRECTORY	\$167.00
PUBLIC UTILITIES MGMT TOTAL				\$3,282.87

FUND 31 DEPT 790 - WATER PRODUCTION

01-00146	CINTAS CORPORATION LOC. 624	PO0143678	UNIFORM RENTALS (11)	\$59.80
01-00146	CINTAS CORPORATION LOC. 624	PO0143903	UNIFORM RENTALS (22)	\$132.80
01-00146	CINTAS CORPORATION LOC. 624	PO0144030	UNIFORM RENTALS (10)	\$55.30
01-00878	BROWN'S SHOE FIT COMPANY	PO0143732	BOOTS/J GRAVES	\$180.00
01-00878	BROWN'S SHOE FIT COMPANY	PO0143732	BOOTS/G GEORGE	\$103.50
01-01178	ACCURATE, INC.	PO0143682	SAMPLE ANALYSIS	\$1,052.50
01-01178	ACCURATE, INC.	PO0143762	SAMPLE ANALYSIS	\$740.00

01-01178	ACCURATE, INC.	PO0143874	SAMPLE ANALYSIS	\$577.50
01-01178	ACCURATE, INC.	PO0144014	SAMPLE ANALYSIS	\$25.00
01-01783	JP MORGAN CHASE	PO0143960	CHASE PAYMENT	\$268.30
01-02462	ICONICS, INC.	PO0143892	WORX SUPPORT RENEWAL	\$4,860.50
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0143734	WAREHOUSE PARTS 7/17	\$715.90
01-05270	ZALOUDEK, FW & SONS	PO0143871	V301 TIRES (2)	\$344.62
01-08022	HUGHES LUMBER CO., LLC	PO0143872	SEALANT (4)	\$19.16
01-08022	HUGHES LUMBER CO., LLC	PO0143972	CONCRETE	\$24.48
01-13017	MUNN SUPPLY, INC.	PO0143705	CYLINDER RENTAL	\$50.34
01-13017	MUNN SUPPLY, INC.	PO0143840	CYLINDER RENTAL	\$21.40
01-14118	NCL OF WISCONSIN	PO0144031	CHLORINE	\$256.15
01-16010	PIONEER TELEPHONE CO., INC.	PO0143841	MONTHLY SERVICE 8/17	\$77.88
01-19047	AT & T	PO0143706	MONTHLY SERVICE 7/17	\$411.30
01-33210	P & K EQUIPMENT, INC.	PO0143652	V309 REPAIR/PARTS/LABOR	\$1,339.34
01-38030	DAL SECURITY, INC.	PO0143869	MONTHLY MONITORING 8/17	\$50.00
01-50210	LOWE'S HOME CENTERS, INC.	PO0143902	REFLECTIVE ROOF COATING/BRUSH	\$95.82
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0143881	BULBS (2)/FILTER	\$43.37
01-79980	PIONEER BUSINESS SOLUTION	PO0143955	MONTHLY SERVICE 8/17	\$123.13
01-80246	ATWOODS	PO0143901	CUTTING/GRINDING WHEELS (2)	\$20.04
01-80258	BRENNTAG SOUTHWEST, INC.	PO0142828	CHLORINE 7/17-6/18	\$6,995.20
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0143965	ADAPTER/BUSHING	\$2.78
WATER PRODUCTION TOTAL				\$18,646.11

FUND 31 DEPT 795 - WATER RECLAMATION SERVICES

01-00146	CINTAS CORPORATION LOC. 624	PO0143778	UNIFORM RENTALS (12)	\$69.46
01-00146	CINTAS CORPORATION LOC. 624	PO0143828	UNIFORM RENTALS (12)	\$124.62
01-00146	CINTAS CORPORATION LOC. 624	PO0143903	UNIFORM RENTALS (11)	\$69.46
01-00447	FRONTIER EQUIP. SALES, LLC	PO0143833	SEWER REPAIR	\$1,045.00
01-00917	HD SUPPLY WATERWORKS	PO0143632	GATE VALVE	\$4,893.47
01-01363	J & R EQUIPMENT, LLC	PO0143651	CAMERA SEALS/O RINGS/CABLE	\$1,851.55
01-01783	JP MORGAN CHASE	PO0143960	CHASE PAYMENT	\$1,206.30
01-02018	BASS BAPTIST HEALTH CENTER - DALLA	PO0143735	WC/MEDICAL	\$1,268.99
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0143933	V345 SWITCH	\$178.45
01-04033	DOLESE BROTHERS CO., INC.	PO0143708	ROCK	\$504.72
01-04033	DOLESE BROTHERS CO., INC.	PO0143810	ROCK	\$366.73
01-04033	DOLESE BROTHERS CO., INC.	PO0143883	ROCK/CRUSHER RUN	\$1,343.06
01-04207	FOUR J'S TIRE SERVICE, LLC	PO0143807	V438 TIRES (6)	\$1,253.76
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0143734	WAREHOUSE PARTS 7/17	\$15,021.83
01-04553	CIMARRON IRON & STEEL	PO0143769	IRON	\$15.00
01-05005	ENID CONCRETE CO., INC.	PO0143969	CONCRETE	\$341.25
01-05379	M-6 HYDRAULICS, LLC	PO0143897	V447 CYLINDER REBUILD	\$435.92
01-08022	HUGHES LUMBER CO., LLC	PO0143800	CONCRETE	\$16.32
01-08022	HUGHES LUMBER CO., LLC	PO0143839	STAKES	\$20.94
01-13017	MUNN SUPPLY, INC.	PO0143840	CYLINDER RENTAL	\$49.92
01-13017	MUNN SUPPLY, INC.	PO0143970	CYLINDER RENTAL	\$9.30
01-14004	NORTHCUTT CHEVROLET, INC.	PO0143852	V687 DECAL	\$44.84
01-15083	OK CONTRACTORS SUPPLY	PO0143366	AQUA TAP KIT	\$2,950.00
01-15083	OK CONTRACTORS SUPPLY	PO0143814	ADAPTER/NUT ASSEMBLY	\$954.00
01-15083	OK CONTRACTORS SUPPLY	PO0143964	ANGLE STOPS/ELBOWS/ADAPTERS	\$1,274.00
01-16145	PETTY CASH	PO0143979	REIMB/CDL RENEWAL (2)	\$129.00
01-19235	SOUTHWEST TRUCK PARTS, INC.	PO0143859	V447 NUTS	\$15.00
01-26005	ZEE MEDICAL SERVICE COMPANY	PO0143707	DRINK MIX/GLOVES	\$286.50
01-59250	USA BLUEBOOK	PO0143958	INSULATED PROBES (4)	\$328.00
WATER RECLAMATION SERVICES TOTAL				\$36,067.39

FUND 31 DEPT 799 - WASTEWATER PLANT MGMT

01-01178	ACCURATE, INC.	PO0143653	AMMONIA/NITRITE/FILTERS	\$2,340.21
01-01783	JP MORGAN CHASE	PO0143960	CHASE PAYMENT	\$714.61
01-02462	ICONICS, INC.	PO0142798	WORX SUPPORT RENEWAL	\$12,194.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0143734	WAREHOUSE PARTS 7/17	\$1,065.84
01-04429	STOVER & ASSOCIATES, INC	PO0143362	PLANT MGMT SERVICE 8/17	\$105,458.25
01-05354	HAWKINS, INC.	PO0143054	POLYMER	\$2,599.70
01-11074	KLINE SIGN, LLC	PO0143952	CRANE RENTAL	\$1,800.00
01-80246	ATWOODS	PO0143790	TARP/STRAPS	\$22.91
WASTEWATER PLANT MGMT TOTAL				\$126,195.52

FUND 31 DEPT 956 - EMA CAPITAL REPLACE

01-01363	J & R EQUIPMENT, LLC	PO0141352	TRANSPORTER	\$18,195.37
			EMA CAPITAL REPLACE TOTAL	\$18,195.37

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

01-02687	RETAIL ATTRACTIONS, LLC	PO0143361	PROFESSIONAL SERVICE 7/17-3/18	\$6,000.00
01-04063	JUMBO IV, LLC	PO0143703	SALES TAX REBATE 2ND QTR 2017	\$8,532.25
01-04347	ENID CROSSING INVESTORS LP	PO0143702	SALES TAX REBATE 2ND QTR 2017	\$21,230.12
01-05372	ENID INVESTMENT PARTNERS, LLC	PO0143741	INCENTIVE AGREEMENT REBATE	\$59,407.84
			E.E.D.A. TOTAL	\$95,170.21

FUND 33 DEPT 335 - V.D.A.

01-00223	COOPER, MICHAEL G.	PO0143064	CONSULTING SERVICE	\$10,000.00
01-00223	COOPER, MICHAEL G.	PO0143719	REIMB/TRAVEL/DC TRIP	\$1,362.09
01-00223	COOPER, MICHAEL G.	PO0143957	REIMB/PHONE SERVICE	\$135.41
01-00332	TRAVEL ENTERPRISE, INC.	PO0143654	AIRFARE/DC TRIP/M COOPER	\$246.98
			V.D.A. TOTAL	\$11,744.48

FUND 40 DEPT 405 - CAPITAL IMPROVEMENT

01-00917	HD SUPPLY WATERWORKS	PO0142789	M-1701C STORMWATER DRAINAGE	\$8,452.80
01-60230	RICK LORENZ CONSTRUCTION	PO0141905	M-1707A 2017 ADA COMPLIANCE	\$44,003.08
			CAPITAL IMPROVEMENT TOTAL	\$52,455.88

FUND 43 DEPT 435 - STORMWATER FUND

01-00912	EAGLE CONCRETE	PO0143359	F-1804A PROFESSIONAL SERVICE	\$2,425.00
01-60230	RICK LORENZ CONSTRUCTION	PO0141556	F-1702 STORMWATER CULVERTS	\$18,519.92
			STORMWATER FUND TOTAL	\$20,944.92

FUND 44 DEPT 445 - WATER CAP. IMPROVEMENT FUND

01-03707	DOERNER, SAUNDERS, DANIEL & ANDERS	PO0143724	W-1304A WATER RIGHTS	\$4,274.89
01-03760	GARVER, LLC	PO0139545	W-1712B PROFESSIONAL SERVICE	\$739,216.76
01-04232	GABLE GOTWALS	PO0143721	W-1304B PROFESSIONAL SERVICE	\$1,285.00
			WATER CAP. IMPROVEMENT FUND TOTAL	\$744,776.65

FUND 50 DEPT 505 - 911

01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0143988	COPIER LEASE/USAGE 8/17	\$166.39
01-66190	AT&T	PO0143962	MONTHLY SERVICE 8/17	\$1,141.53
			911 TOTAL	\$1,307.92

FUND 51 DEPT 515 - POLICE

01-00612	PHYSICIANS GROUP, LLC	PO0143746	WC/MEDICAL/T EVANS	\$412.02
01-00612	PHYSICIANS GROUP, LLC	PO0143936	WC/MEDICAL/T EVANS	\$131.83
01-01783	JP MORGAN CHASE	PO0143960	CHASE PAYMENT	\$2,020.91
01-02082	AT&T MOBILITY	PO0144012	MONTHLY SERVICE 6/17	\$362.18
01-02082	AT&T MOBILITY	PO0144012	MONTHLY SERVICE 7/17	\$1,190.02
01-02612	CELLEBRITE USA CORP	PO0143877	2017 UFED TOUCH ULTIMATE RENEWAL	\$3,400.00
01-02750	AQUA EXPRESS NORTH, LLC	PO0144010	CAR WASHES (45)	\$180.00
01-02750	AQUA EXPRESS NORTH, LLC	PO0143998	CAR WASHES (32)	\$128.00
01-03000	CARTER PAINT CO.	PO0143821	V2004/V2028/V2075 PAINT	\$378.37
01-03053	NORTHWEST SHREDDERS, LLC	PO0143711	SECURITY CONSOLE 8/17	\$100.00
01-03274	CLEET	PO0143835	CLEET MEALS (120)/TRAINING	\$2,898.00
01-03453	SALTUS TECHNOLOGIES, LLC	PO0143961	THERMAL PRINTER (2)/PAPER/BATTERIES (4)	\$1,182.92

01-03569	GRIMSLEY'S, INC.	PO0143993	TOWELS/TISSUE/LINERS	\$361.61
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0143734	WAREHOUSE PARTS 7/17	\$4,030.97
01-04395	MTM RECOGNITION CORPORATION	PO0143987	PADFOLIOS (50)	\$496.92
01-04563	XPRESS WELLNESS, LLC	PO0143744	WC/MEDICAL/J HODGES	\$91.15
01-04563	XPRESS WELLNESS, LLC	PO0143745	WC/MEDICAL/L ANDREWS	\$88.74
01-04563	XPRESS WELLNESS, LLC	PO0143745	WC/MEDICAL/N JOHN	\$91.15
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0143988	COPIER LEASE/USAGE 8/17	\$645.91
01-04916	RF RESULTS, LLC	PO0143991	RADIO REPAIR	\$84.00
01-04974	LEAGUE MOBILE VET SERVICE	PO0143730	REIMB/VACCINES	\$175.00
01-05007	LAW ENFORCEMENT PSYCH SVS	PO0143994	PSYCH EVALUATIONS (4)	\$760.00
01-13089	MERRIFIELD OFFICE SUPPLY	PO0143999	COPY PAPER	\$449.85
01-13145	MID-AMERICA WHOLESale, INC.	PO0144000	COFFEE/CUPS/STRAWS	\$330.19
01-13218	MYERS TIRE SUPPLY, INC.	PO0143851	V2126 SENSOR	\$179.52
01-16004	PDQ PRINTING	PO0144001	CONTACT CARDS (3750)	\$210.00
01-19001	STANLEY'S WRECKER SERVICE	PO0143820	V407 TOWING	\$50.00
01-19087	SIRCHIE FINGER PRINT LAB	PO0143986	DRUG TEST KITS (35)	\$525.00
01-30420	OLSON ANIMAL HOSPITAL, INC.	PO0143681	REIMB/EXAMS/VACCINES	\$95.00
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0144021	VACCINATIONS (2)	\$65.00
01-38030	DAL SECURITY, INC.	PO0143989	2017 MONITORING SERVICE	\$301.00
01-46560	GROOM CLOSET	PO0143995	DOG FOOD	\$71.04
01-49880	DELL MARKETING, LP	PO0143208	COMPUTER/ICAC	\$1,516.32
01-50210	LOWE'S HOME CENTERS, INC.	PO0143985	SPLICES/CLAMPS/CABLE TIES	\$41.17
01-53300	ANIMAL CARE OF ENID, INC.	PO0143718	REIMB/VACCINES	\$305.00
01-65460	ACTSHON PEST CONTROL	PO0143997	PEST CONTROL 8/17	\$60.00
01-79090	ST MARYS REGIONAL MEDICAL CENTER	PO0143747	WC/MEDICAL/T EVANS	\$350.10
01-79290	SIGN SHACK THE	PO0143992	V2004 VINYL LETTERING	\$40.00
01-80246	ATWOODS	PO0143996	DOG FOOD	\$400.29
			POLICE TOTAL	\$24,199.18

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

01-04656	CENTERPOINT ENERGY SERVICES, INC.	PO0143885	MONTHLY SERVICE 7/17	\$23.99
01-15127	OK NATURAL GAS	PO0143668	MONTHLY SERVICE 7/17	\$18.81
01-15127	OK NATURAL GAS	PO0143766	MONTHLY SERVICE 7/17	\$500.58
01-80045	CHISHOLM TRAIL EXPO CENTER	PO0144007	HOTEL TAX 7/17	\$41,200.58
			E.E.C.C.H. TOTAL	\$41,743.96

FUND 65 DEPT 655 - FIRE

01-00781	INTERSTATE ALL BATTERY CENTER, INC	PO0143861	V1040 BATTERIES (6)	\$629.70
01-01227	AUTRY VO-TECH CENTER	PO0143912	TESTING	\$200.00
01-01338	J & P SUPPLY, INC.	PO0143926	TOWELS/CLEANER	\$88.15
01-01476	NORTHERN SAFETY CO., INC.	PO0143922	BATTERY ASSEMBLY (3)	\$185.93
01-01476	NORTHERN SAFETY CO., INC.	PO0143922	USB SOFTWARE	\$56.85
01-01783	JP MORGAN CHASE	PO0143960	CHASE PAYMENT	\$5,841.13
01-01913	EXECUTIVE CARPET CLEANING	PO0143913	MATTRESS CLEANING (10)	\$500.00
01-04217	TRUTH VERIFICATION POLYGRAPH SERVI	PO0143910	EMPLOYMENT SCREEN	\$275.00
01-04442	SLATER MECHANICAL	PO0143920	AC REPAIR/STA 5	\$490.00
01-04563	XPRESS WELLNESS, LLC	PO0143745	WC/MEDICAL/J CUNNINGHAM	\$24.30
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0143909	INK CARTRIDGE	\$145.00
01-04720	CLEAN AIR CONCEPTS	PO0143907	FILTERS (12)	\$390.12
01-05370	JIM'S WELDING SERVICE	PO0143666	V1039 BOX CAP/CAP COVERS	\$477.50
01-06019	FLAMING AUTO SUPPLY CO., INC.	PO0143895	V1040 RADIATOR HOSE	\$6.87
01-06019	FLAMING AUTO SUPPLY CO., INC.	PO0143895	V1013 DOOR LATCH CABLE	\$49.99
01-15132	O'REILLY AUTO PARTS, INC.	PO0143917	SAND PAPER/BRUSH/ADHESIVE	\$78.10
01-15132	O'REILLY AUTO PARTS, INC.	PO0143917	V1040 FUEL HOSE	\$7.50
01-16156	PLANTS-A-PLenty	PO0143906	ROCK	\$291.00
01-19235	SOUTHWEST TRUCK PARTS, INC.	PO0143914	CLEARANCE LIGHTS (4)	\$105.12
01-19235	SOUTHWEST TRUCK PARTS, INC.	PO0143914	V1040 AIR LINE FITTINGS	\$17.76
01-30830	LOCKE SUPPLY, INC.	PO0143923	BALL VALVE/SOLVENT WELD	\$4.32
01-30830	LOCKE SUPPLY, INC.	PO0143923	LIGHT BULB/PLATE/CONNECTOR	\$8.99
01-32090	POLK DIRECTORIES, INC.	PO0143633	CITY DIRECTORY	\$167.00
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0143908	V1029 BUSHING	\$6.90
01-56880	CHIEF SUPPLY	PO0143862	GATE VALVE	\$18.49
01-58530	INTEGRIS OCC. EMPLOYEE HEALTH	PO0143905	PENSION BOARD PHYSICAL	\$550.00

01-79290	SIGN SHACK THE	PO0143916	V1040 DECAL REPAIR	\$50.00
01-80445	A E HOWARD TILE AND CARPET, INC.	PO0142437	FLOORING/COUNTERTOPS	\$21,071.39
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0143896	ELBOWS/EPOXY/CLAMPS/FILTERS	\$201.82
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0143896	V1019 ELBOWS/NUT/BOLTS	\$26.77
FIRE TOTAL				\$31,965.70

FUND 82 DEPT 825 - CLEET

01-02587	OK BUREAU OF NARCOTICS	PO0143689	MONTHLY REIMB 7/17	\$5.00
01-03274	CLEET	PO0143688	MONTHLY REIMB 7/17	\$3,800.91
01-55470	OK STATE BUREAU INVESTIGATION	PO0143686	MONTHLY REIMB AFIS 7/17	\$2,076.24
01-55470	OK STATE BUREAU INVESTIGATION	PO0143686	MONTHLY REIMB FORENSIC 7/17	\$1,988.35
CLEET TOTAL				\$7,870.50

FUND 99 DEPT 995 - EPTA

01-01783	JP MORGAN CHASE	PO0143960	CHASE PAYMENT	\$1,948.33
01-01959	REYNOLDS, M.D., PLLC. W.EMERY	PO0143781	WC/MEDICAL	\$58.91
01-02964	4R KIDS FOUNDATION, INC.	PO0143904	SHREDDING 8/17	\$10.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0143734	WAREHOUSE PARTS 7/17	\$2,049.85
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0143734	WAREHOUSE PARTS 7/17	\$59.39
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0143770	MONTHLY SERVICE 8/17	\$85.54
01-05375	OK CENTER FOR ORTHOPEDIC SURGERY	PO0143785	WC/MEDICAL	\$280.76
01-16004	PDQ PRINTING	PO0143837	RIDE CARDS (4000)	\$295.00
01-19047	AT & T	PO0143928	MONTHLY SERVICE 8/17	\$290.50
01-31010	JACKSONS OF ENID	PO0144034	V8576 SEAT BELT	\$20.62
EPTA TOTAL				\$5,098.90

FUND 70 DEPT 705 - CDBG

70-16145	PETTY CASH	PO0143980	REIMB/FILING FEES	\$15.00
CDBG TOTAL				\$15.00

COMBINED BREAKDOWN OF TOTALS

EMA	\$298,713.33
EEDA	\$95,170.21
EPTA	\$5,098.90
REMAINING FUNDS	\$1,351,302.37
TOTAL CLAIMS	\$1,750,284.81

PURCHASING CARD CLAIMS LIST

8/7/17-8/27/17

FUND 10 DEPT 100 - ADMINISTRATIVE SERVICES

AT&T*PREMIER EBIL	PO0143960	IPAD DATA PLAN 8/17	177.06
ATWOOD 01 ENID	PO0143960	WHEEL BARROW WHEELS	24.97
EMBASSY SUITES NORMAN	PO0143960	LODGING/OEMA CONF/M HONIGSBERG	116.84
LOGANS # 480	PO0143960	MEAL/OEMA CONF/M HONIGSBERG	14.13
M & M LUMBER COMPANY	PO0143960	FENCE BOARDS	768.00
STUART C IRBY	PO0143960	CORD GRIP/SEALS	55.56
SWADLEY'S BBQ - BETHAN	PO0143960	MEAL/HOSPITAL VISIT/COMMISSIONERS	73.31
WW STARR LUMBER ENID	PO0143960	LUMBER/BOLTS/STRAP	68.44
ADMINISTRATIVE SERVICES TOTAL			1,298.31

FUND 10 DEPT 110 - HUMAN RESOURCES

ACADEMY SPORTS #271	PO0143960	RETIREMENT GIFT CARDS (2)	550.00
AMAZON.COM	PO0143960	TEA/BREAKROOM	32.76
PAYPAL *OKLAHOMAMUN	PO0143960	EMPLOYMENT ADVERTISEMENT	10.00
HUMAN RESOURCES TOTAL			592.76

FUND 10 DEPT 120 - LEGAL SERVICES

OKLAHOMA BAR ASSOCIATI	PO0143960	EMPLOYMENT ADVERTISEMENT	287.50
OKSELFINSUR	PO0143960	OSIA FALL WC CONF/C STEIN	150.00
WORKERS COMPENSATION	PO0143960	2017 WC CONF/C STEIN	250.00
LEGAL SERVICES TOTAL			687.50

FUND 10 DEPT 140 - SAFETY

AT&T*BILL PAYMENT	PO0143960	IPAD DATA PLAN 7/17	30.76
RAPID DETECT INC	PO0143960	DRUG SCREENING SUPPLIES	950.00
SAFETY TOTAL			980.76

FUND 10 DEPT 150 - PR/MARKETING

AMERICAN 00121418348004	PO0143960	AIRFARE/CITY COUNTY GOVT CONF/S KIME	536.27
AT&T*PREMIER EBIL	PO0143960	IPAD DATA PLAN 8/17	27.01
PR/MARKETING TOTAL			563.28

FUND 10 DEPT 200 - GENERAL GOVERNMENT

JUMBO FOODS	PO0143960	BOTTLED WATER/COFFEE/SODA	35.42
JUMBO FOODS	PO0143960	DESSERT/COMMISSION MEETING	13.23
PANEVINO	PO0143960	MEAL/COMMISSION MEETING	278.00
VANCE CLUB	PO0143960	MEAL/VAFB RECOGNITION DINNER/B SHEWEY	55.90
GENERAL GOVERNMENT TOTAL			382.55

FUND 10 DEPT 210 - ACCOUNTING

AT&T*PREMIER EBIL	PO0143960	IPAD DATA PLAN 8/17	30.76
ACCOUNTING TOTAL			30.76

FUND 10 DEPT 250 - INFORMATION TECHNOLOGY

AMAZON MKTPLACE PMTS	PO0143960	CAT5 CABLE/CABLE TOOLS/ENDS	717.65
AT&T*PREMIER EBIL	PO0143960	IPAD DATA PLAN 8/17	23.26
PAYPAL *LIQUIDFILES	PO0143960	SECURE FILE TRANSFER LICENSE RENEWAL	149.00
TESSCO TECHNOLOGIES	PO0143960	DATA LINE PROTECTORS	325.19
INFORMATION TECHNOLOGY TOTAL			1,215.10

PURCHASING CARD CLAIMS LIST

8/7/17-8/27/17

FUND 10 DEPT 300 - COMMUNITY DEVELOPMENT

DMI* DELL HLTHCR/PTR	PO0143960	PROJECTOR	562.49
		COMMUNITY DEVELOPMENT TOTAL	562.49

FUND 10 DEPT 350 - CODE ENFORCEMENT

ARBY'S 6174	PO0143960	MEAL/CODE TRAINING/C SMITH	9.37
AT&T*PREMIER EBIL	PO0143960	IPAD DATA PLAN 8/17	115.05
INT'L CODE COUNCIL INC	PO0143960	ICC MEMBERSHIP	240.00
		CODE ENFORCEMENT TOTAL	364.42

FUND 10 DEPT 400 - ENGINEERING

FOUR J'S TIRE SERV	PO0143960	V701 TIRES (4)	777.24
HERTZ RENT-A-CAR	PO0143960	RENTAL CAR/ASCE CONF/C GDANSKI	121.35
MARRIOTT JW DESERT RID	PO0143960	LODGING/ASCE CONF/C GDANSKI	513.32
PEET'S COFFEE & TEA S2	PO0143960	MEAL/ASCE CONF/C GDANSKI	15.58
SOUTH CENTRAL ARC U	PO0143960	GIS CONF REGISTRATION (2)	690.00
		ENGINEERING TOTAL	2,117.49

FUND 10 DEPT 700 - PUBLIC WORKS MGMT

AT&T*BILL PAYMENT	PO0143960	IPAD DATA PLAN	54.78
JS DONUTS	PO0143960	MEAL (6)/SUPERVISOR MEETING	14.85
LOCKE SUPPLY - ENID	PO0143960	FILTER CARTRIDGE	12.14
STAPLES 00106633	PO0143960	PHONE CHARGER/INK CARTRIDGES (4)	168.49
		PUBLIC WORKS MGMT TOTAL	250.26

FUND 10 DEPT 710 - FLEET MGMT

AT&T*BILL PAYMENT	PO0143960	IPAD DATA PLAN 8/17	30.76
INT*IN *AMERICAN REFRI	PO0143960	ICE MACHINE REPAIR	165.50
LOWES #00205*	PO0143960	V628 TOOLBOX	299.00
PDQ PRINTING	PO0143960	TASK CARDS	85.00
STAPLES 00106633	PO0143960	INK CARTRIDGE	35.99
THE VACUUM CENTER	PO0143960	VACUUM HOSE	73.99
WM SUPERCENTER #4390	PO0143960	COFFEE	51.84
		FLEET MGMT TOTAL	742.08

FUND 10 DEPT 730 - PARKS & RECREATION

ACE HDWE	PO0143960	WOODEN DOWELS/GLUE/SCREWS	28.43
AMAZON MKTPLACE PMTS	PO0143960	TRIMMER RACK/DOOR CLOSER/GATE LATCH	859.99
AMAZON.COM	PO0143960	ADA TOILETS (2)/CEMENT MIXER/GATOR BAGS	2,275.14
AT&T*BILL PAYMENT	PO0143960	IPAD DATA PLAN 8/17	115.54
ATWOOD 01 ENID	PO0143960	POST LEVEL	6.99
CHEM CAN BUILDING & CO	PO0143960	PORTABLE TOILET RENTAL (4)	804.00
ENID WINNELSON CO	PO0143960	PVC PARTS	661.92
HERTZ EQUIPMENT	PO0143960	HAMMER RENTAL	69.00
HOBBY-LOBBY #0008	PO0143960	GLUE/XACTO KNIFES/TAPE/DECORATIONS	97.50
INT*IN *AMERICAN REFRI	PO0143960	ICE MACHINE REPAIR	165.50
KINNUNEN SALES AND REN	PO0143960	HOSE REEL/IMPACT DRIVER/SAFETY GLASSES	835.68
LOWES #00205*	PO0143960	CONCRETE BAGS (42)/PAINT/PVC PIPE	316.50
SPRINKLERWAREHOUSE.	PO0143960	IRRIGATION VALVE BOXES/LIDS/EXTENSIONS	772.43
STAPLES 00106633	PO0143960	PLANNER/IPHONE CASE/CALENDAR	78.96
STUART C IRBY	PO0143960	PHOTO CELL CONTROL	26.88
UFIRST *UNIFIRST CORP	PO0143960	SHOP TOWEL/RUG SERVICE	216.00
VISTAPR*VISTAPRINT.COM	PO0143960	FLYERS/POSTCARDS	95.71

PURCHASING CARD CLAIMS LIST

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WAL-MART #0499	PO0143960	OFFICE CHAIR/BANDAIDS	218.26
WAL-MART #4390	PO0143960	POOL CONCESSIONS	69.66
WM SUPERCENTER #4390	PO0143960	MEAL (19)/EMPLOYEE APPRECIATION	119.25
		PARKS & RECREATION TOTAL	7,833.34

FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT

ALBRIGHT STEEL WIRE EN	PO0143960	EXPANSION JOINT	164.66
ENID WINNELSON CO	PO0143960	FITTINGS	2.45
FOUR J'S TIRE SERV	PO0143960	V100 TIRE	68.18
FOUR J'S TIRE SERV	PO0143960	V190 TIRES (6)/TUBES	255.90
FOUR J'S TIRE SERV	PO0143960	V504 TIRES (4)	617.52
FOUR J'S TIRE SERV	PO0143960	V932 TIRE REPAIR	191.00
FOUR J'S TIRE SERV	PO0143960	WELDER TIRE	17.36
INT*IN *AMERICAN REFRI	PO0143960	ICE MACHINE REPAIR	165.50
KINNUNEN SALES AND REN	PO0143960	CRACK REPAIR/CONCRETE SEALANT	392.52
LOWES #00205*	PO0143960	CONCRETE FLEX SEAL	47.56
P AND K EQUIPMENT ENID	PO0143960	BOLTS/LOCK NUTS	67.67
SQ *A W BRUEGGEMANN	PO0143960	V574 WASHERS	6.40
		STRMWTR & ROADWAY MAINT TOTAL	1,996.72

FUND 10 DEPT 750 - TECHNICAL SERVICES

2000 CED	PO0143960	CONTACTORS/LIGHT BULBS	915.41
ACE HDWE	PO0143960	WEATHER STRIP/DOOR STOPS/HINGES/BRACE	56.15
ALBRIGHT STEEL WIRE EN	PO0143960	REBAR DOWELS	17.50
AMAZON MKTPLACE PMTS	PO0143960	COFFEE/BATTERY	156.81
APL* ITUNES.COM/BILL	PO0143960	PDF EXPERT (6)	9.99
AT&T*PREMIER EBIL	PO0143960	IPAD DATA PLAN 8/17	292.90
BB MACHINE & SUPPLY IN	PO0143960	BELTS	168.12
BRADFORD INDUSTRIAL SP	PO0143960	ACTUATOR	131.41
CRITICAL COMM	PO0143960	MONTHLY SERVICE 8/17	47.57
DROPBOX*BMQ6MM79W3LD	PO0143960	DROPBOX STORAGE	99.00
EEI - FILTER DIVISION	PO0143960	FILTERS	435.58
ENID IRON & METAL CO	PO0143960	TUBING	72.00
ENID WINNELSON CO	PO0143960	FILTERS/COUPLINGS/BRUSHES	111.50
FASTENAL COMPANY01	PO0143960	ANCHORS	17.42
GRIMSLEY'S, INC.	PO0143960	TOILET PAPER/TOWELS/CUPS/LINERS	497.37
HOBBY-LOBBY #0008	PO0143960	PHOTO FRAME/GLUE/FORM BOARDS	25.47
HUGHES LUMBER COMPANY	PO0143960	RUBBING BLOCKS/CONCRETE MIX	45.12
INDUSTRIAL MATERIALS	PO0143960	DOOR KNOB	58.00
INT*IN *AMERICAN REFRI	PO0143960	ICE MACHINE REPAIR	165.50
INTERSTATE ALL BATTERY	PO0143960	INTERSECTION BATTERY BACKUP	990.00
JACK'S OUTDOOR POWER E	PO0143960	PACKER REPAIR	196.79
KINNUNEN SALES AND REN	PO0143960	DRILLS (2)/ELECTRONIC LEVELS (2)/BLADES/BITS	1,145.96
LAMPTON WELDING SUP EN	PO0143960	LOGO JACKETS (2)	62.72
LOCKE SUPPLY WE ENID	PO0143960	LIGHT BULBS	72.91
LOWES #00205*	PO0143960	BLINDS/HEADRAILS/SHOVEL/WRENCH	292.80
MIKE'S TRUCK FARM & WE	PO0143960	BOBCAT REPAIR	188.09
MUNN SUPPLY	PO0143960	FACESHIELD	45.00
OKLAHOMA GLASS & WALLP	PO0143960	DOOR PIVOT/DOOR CLOSURE	480.00
OREILLY AUTO #0188	PO0143960	GREASE CLEANER	70.63
SHERWIN WILLIAMS 70718	PO0143960	STRAINER/HOSE/GUN FILTER/PAINT	124.85
SQ *ABSOLUTELY TNT	PO0143960	LOGO SHIRTS (48)	240.00

PURCHASING CARD CLAIMS LIST

8/7/17-8/27/17

STAPLES 00106633	PO0143960	HARD DRIVE/PHONE COVER	129.98
STUART C IRBY	PO0143960	FUSES	190.96
THE VACUUM CENTER	PO0143960	VAC REPAIR	179.20
WHITTON SUPPLY CO	PO0143960	SHEAR FILE/ASSORTED FILES	81.04
WW STARR LUMBER ENID	PO0143960	CONCRETE MIX/LUMBER/DRIVERS	179.72
TECHNICAL SERVICES TOTAL			7,993.47

FUND 10 DEPT 900 - LIBRARY

2000 CED	PO0143960	LED RETROFIT LIGHTS/CABLE	375.75
AMAZON MKTPLACE PMTS	PO0143960	BOOKS (24)	208.28
AMAZON MKTPLACE PMTS	PO0143960	PROGRAM SUPPLIES	163.85
AMAZON.COM	PO0143960	BOOK CLUB BOOKS/FRIENDS	986.20
AMER LIB ASSOC-IMIS	PO0143960	ALA DUES (2)	420.00
ATWOOD 01 ENID	PO0143960	WHEEL BARROW WHEEL	14.99
BRODART SUPPLIES	PO0143960	BOOKS (25)	331.00
DOLLAR TREE	PO0143960	PROGRAM SUPPLIES	12.00
DROPBOX*72HC4CNLBYYH	PO0143960	DROPBOX RENEWAL	1,050.00
LOWES #00205*	PO0143960	CLEANER/DISH SOAP/LIGHTS	68.76
LUCAS COLOR CARD	PO0143960	LIBRARY CARDS (500)	473.77
MOOD PANDORA	PO0143960	MONTHLY FEE/PANDORA	26.95
PBI*LEASEDEQUIPMENT	PO0143960	POSTAGE MACHINE LEASE	86.59
SP * BREAKOUT INCORPOR	PO0143960	PROGRAM SUPPLIES	125.00
STAPLES 00106633	PO0143960	PROGRAM SUPPLIES	26.38
WAL-MART #0499	PO0143960	PROGRAM SUPPLIES	24.50
LIBRARY TOTAL			4,394.02

FUND 10 DEPT 955 - CAPITAL ASSETS & PROJECTS

ALBRIGHT STEEL WIRE EN	PO0143960	M-1713A FLAT METAL	24.28
MUNN SUPPLY	PO0143960	M-1713A ACETYLENE/CUT OFF WHEELS	68.33
SIGNWAREHOUSE.COM	PO0143960	M-1713A SIGN INK	278.00
SQ *A W BRUEGGEMANN	PO0143960	M-1713A ALUMINUM PIECES	80.00
TERMINAL DESIGN INC	PO0143960	M-1713A CLEARVIEW FONTS	350.00
CAPITAL ASSETS & PROJECTS TOTAL			800.61

FUND 12 DEPT 125 - SPECIAL PROJECT

HARD ROCK HOTEL TULSA	PO0143960	LODGING (3)/AONE CONF	648.72
SPECIAL PROJECT TOTAL			648.72

FUND 20 DEPT 205 - AIRPORT

AMAZON MKTPLACE PMTS	PO0143960	RECEIPT TAPE	19.15
BRADFORD INDUSTRIAL SP	PO0143960	AC FILTERS	33.05
JUMBO II LLC	PO0143960	PILOT SNACKS	26.86
LOCKE SUPPLY WHC ENID	PO0143960	FREON	221.05
AIRPORT TOTAL			300.11

FUND 22 DEPT 225 - GOLF

ATWOOD 01 ENID	PO0143960	HITCH PINS	29.96
JUMBO FOODS	PO0143960	SNACKBAR SUPPLIES	23.63
LOCKE SUPPLY - ENID	PO0143960	FILTER CARTRIDGE	12.13
LOWES #00205*	PO0143960	LANDSCAPE STAKES/CARPET TAPE	43.65
OREILLY AUTO #0188	PO0143960	MOTOR OIL	17.16
PDQ PRINTING	PO0143960	HOLE SIGNS	85.00
STAPLES 00106633	PO0143960	INK CARTRIDGE/LAMINATING SHEETS	164.97

PURCHASING CARD CLAIMS LIST

8/7/17-8/27/17

SUDDENLINK-NAT'L SITE	PO0143960	MONTHLY SERVICE 8/17	79.95
UNITED SUPERMARKET 3	PO0143960	SNACKBAR SUPPLIES	26.62
WAL-MART #0499	PO0143960	SNACKBAR SUPPLIES	144.39
GOLF TOTAL			627.46

FUND 31 DEPT 230 - UTILITY SERVICES

AMAZON MKTPLACE PMTS	PO0143960	V275 REMOTE KEY FOB	5.60
AMAZON.COM	PO0143960	SPLICER CRIMPER	17.33
WAL-MART #4390	PO0143960	COFFEE	18.84
UTILITY SERVICES TOTAL			41.77

FUND 31 DEPT 760 - SOLID WASTE

AT&T*BILL PAYMENT	PO0143960	IPAD DATA PLAN 8/17	342.06
FOUR J'S TIRE SERV	PO0143960	TRAILER TIRE	82.73
FOUR J'S TIRE SERV	PO0143960	V208 TIRES (5)	2,067.06
FOUR J'S TIRE SERV	PO0143960	V210 TIRE	402.50
FOUR J'S TIRE SERV	PO0143960	V211 TIRES (4)	1,449.56
FOUR J'S TIRE SERV	PO0143960	V241 TIRES (2)	805.00
FOUR J'S TIRE SERV	PO0143960	V248 TIRES (2)	805.00
INT*IN *AMERICAN REFRI	PO0143960	ICE MACHINE REPAIR	165.50
LOWES #00205*	PO0143960	CONTROL BOX HASP	4.90
SCHIEBER S DONUTS & DE	PO0143960	MEAL (15)/DEPT MEETING	30.00
TRUCK PRO	PO0143960	WHEEL CHOCKS	37.98
SOLID WASTE TOTAL			6,192.29

FUND 31 DEPT 785 - PUBLIC UTILITIES MGMT

AT&T*BILL PAYMENT	PO0143960	IPAD DATA PLAN	74.02
STAPLES 00106633	PO0143960	INK CARTRIDGES (4)	147.49
PUBLIC UTILITIES MGMT TOTAL			221.51

FUND 31 DEPT 790 - WATER PRODUCTION

BELL SUPPLY - ENID OK	PO0143960	BLIND FLANGE	36.42
ENID IRON & METAL CO	PO0143960	FLAT METAL	39.44
INT*IN *AMERICAN REFRI	PO0143960	ICE MACHINE REPAIR	165.50
THE UPS STORE 5063	PO0143960	SHIPPING FEES	15.95
THE VACUUM CENTER	PO0143960	VACUUM BAGS	10.99
WATER PRODUCTION TOTAL			268.30

FUND 31 DEPT 795 - WATER RECLAMATION SVS

2000 CED	PO0143960	ANCHOR KIT/PVC CONDUIT	157.23
ALBRIGHT STEEL WIRE EN	PO0143960	METAL TUBE	137.31
AT&T*BILL PAYMENT	PO0143960	IPAD DATA PLAN 8/17	210.62
ATWOOD 01 ENID	PO0143960	LOCKING PINS	6.57
DOMINO'S 6465	PO0143960	MEAL (3)/DEPT MEETING	40.00
DOWNTOWN THREADS	PO0143960	LOGO SHIRTS EMBROIDERING SERVICE	23.75
STAPLES 00106633	PO0143960	INK CARTRIDGES (3)	100.96
STUART C IRBY	PO0143960	RECEPTACLES/SWITCHES/COVERS	180.91
VALMONT COMPOSITE STRU	PO0143960	FIBERGLASS DELINEATORS	348.95
WATER RECLAMATION SVS TOTAL			1,206.30

FUND 31 DEPT 799 - WASTEWATER PLANT MGMT

BEARING RUBBER HYDRAUL	PO0143960	GATE BEARINGS	59.60
FASTENAL COMPANY01	PO0143960	BOLTS/NUTS/WASHERS	25.23

PURCHASING CARD CLAIMS LIST

8/7/17-8/27/17

HOTSY OF OKLAHOMA	PO0143960	WIRING PANEL	222.00
HUGHES LUMBER COMPANY	PO0143960	COIL NAILS	58.78
WW STARR LUMBER ENID	PO0143960	PRIMER/NAILS/FASCIA BOARDS	349.00
		WASTEWATER PLANT MGMT TOTAL	714.61

FUND 51 DEPT 515 - POLICE

AMAZON MKTPLACE PMTS	PO0143960	SECURITY CAMERA EQUIPMENT	40.73
ARBY'S 1425	PO0143960	MEAL (3)/CLEET TRAINING	27.06
CATOOSA FOOD & BEVERAG	PO0143960	MEAL (6)/AONE TRAINING	53.70
EMBLEM ENTERPRISES INC	PO0143960	UNIFORM PATCHES/SWAT	436.00
NPCA	PO0143960	NPCA ORGANIZATIONAL FEES (2)	120.00
PRAIRIE KITCHEN	PO0143960	MEAL (3)/CLEET TRAINING	22.47
RICKS PHARMACY INC	PO0143960	EVIDENCE SWABS	13.80
SANTA FE CATTLE COMPAN	PO0143960	MEAL (6)/CLEET TRAINING	104.09
SAVE A LOT #24925	PO0143960	MEAL (35)/DEPT MEETING	54.39
STAPLES 00106633	PO0143960	BATTERY BACKUP	149.99
TIRES PLUS 517917	PO0143960	V2024 ALIGNMENT	59.99
TIRES PLUS 517917	PO0143960	V2031 ALIGNMENT	59.99
TOPS & STRIPES	PO0143960	V2170 WINDOW TINT	95.00
ULINE *SHIP SUPPLIES	PO0143960	PACKAGING MATERIAL/EVIDENCE	476.42
USPS PO 3928270415	PO0143960	SHIPPING FEES	6.06
WAL-MART #0499	PO0143960	UNIFORMS/BUILDING MAINT	200.28
ZOGICS.COM	PO0143960	CLEANING WIPES	89.95
		POLICE TOTAL	2,009.92

FUND 65 DEPT 655 - FIRE

AMAZON MKTPLACE PMTS	PO0143960	MATTRESS PROTECTORS (30)/FLAGS (2)	706.48
APPLIANCE PARTS PROS	PO0143960	THERMOSTAT KNOB	41.65
ATWOOD 01 ENID	PO0143960	CYLINDER/AXE HANDLE/WINCH/BOLTS	207.71
BRADFORD INDUSTRIAL SP	PO0143960	FILTERS (6)	52.26
CENEX HOLDINGS09878588	PO0143960	V1005 FUEL/MECHANICS TRAINING	33.88
CENEX KWIK STO09890385	PO0143960	MEAL/MECHANICS TRAINING/D HENDERSON	9.13
COASTALTOOLSUPPLY	PO0143960	AC CHARGING & RECOVERY MACHINE	2,695.95
INTAKEHOSES.COM	PO0143960	TURBO HOSES	78.13
JOSE PEPPERS	PO0143960	MEAL/MECHANICS TRAINING/D HENDERSON	15.37
JUMBO FOODS	PO0143960	COFFEE (48)	301.97
JUMBO FOODS	PO0143960	RETIREMENT RECEPTION	29.44
LOWES #00205*	PO0143960	MOLDING/TRIM/PAINT/BRUSHES	122.89
LOWES #00205*	PO0143960	V1019 GATE LATCH CABLE	25.92
LOWES #00205*	PO0143960	V1040 WEATHERSTRIPPING	25.44
MERRIFIELD OFFICE & SC	PO0143960	PAPER CLIPS	2.27
MINSKYS PIZZA SHAWNEE	PO0143960	MEAL/MECHANICS TRAINING/D HENDERSON	12.84
PAULO & BILL RESTAURAN	PO0143960	MEAL/MECHANICS TRAINING/D HENDERSON	9.67
PAYPAL *GARY KERN	PO0143960	SCBA FACEPIECE	149.95
PHILLIPS 66 - STAR FUE	PO0143960	V1005 FUEL/MECHANICS TRAINING	50.10
RED RIVER PUMPS	PO0143960	EMP ERROR/REIMB VIA CHECK	6.52
SEQUOYAH LODGE	PO0143960	LODGING/STATE FIRE MARSHAL CONF/M SCHATZ	91.00
SHI INTERNATIONAL CORP	PO0143960	MICROSOFT OFFICE	331.00
SQ *FMAO	PO0143960	FIRE MARSHAL CONF REGISTRATION/M SCHATZ	130.00
STAPLES 00106633	PO0143960	MANILA ENVELOPES	27.98
THE UPS STORE 5063	PO0143960	SHIPPING FEES	86.86
THE WEBSTAUANT STORE	PO0143960	ICE MACHINE FILTERS	118.93

PURCHASING CARD CLAIMS LIST

8/7/17-8/27/17

UNITED LINEN	PO0143960	KITCHEN/SHOP TOWELS	36.68
UNITED SUPERMARKET 3	PO0143960	RETIREMENT RECEPTION	21.42
WM SUPERCENTER #499	PO0143960	COMPUTER MONITORS (2)/BATTERIES	430.68
FIRE TOTAL			5,852.12

FUND 99 DEPT 995 - EPTA

COACH & EQUIPMENT MFG.	PO0143960	V8563 SPRINGS	190.74
LOWES #00205*	PO0143960	PAINT/LIGHT GLOBES/BULBS	55.70
OTC BRANDS, INC.	PO0143960	PROMO BRACELETS	13.98
POWAPODCOM	PO0143960	MOBILE PHONE CHARGER	78.65
STAPLES 00106633	PO0143960	STAPLER/STAPLES/MEMORY CARD	95.96
STUART C IRBY	PO0143960	LIGHT FIXTURES (6)	900.00
STUART C IRBY	PO0143960	EXTERIOR LIGHTS	600.00
USPS PO 3928270415	PO0143960	SHIPPING FEES	13.30
EPTA TOTAL			1,948.33

JP MORGANCHASE CLAIMS LIST TOTAL \$ 52,837.36

City Commission Meeting

12.1.

Meeting Date: 09/07/2017

Submitted By: Courtney O'Brien, Executive Assistance

SUBJECT:

AWARD AND EXECUTE THE PURCHASE OF ONE 310SL BACKHOE LOADER FOR THE PUBLIC UTILITIES DIVISION, FROM YELLOWHOUSE MACHINERY COMPANY, ENID, OKLAHOMA, IN THE AMOUNT OF \$99,707.20.

BACKGROUND:

During the budgeting process the need for a new backhoe loader was identified. Due to the increase in projects that require use of a backhoe loader, it was discovered that the Public Utilities Division needed a new backhoe loader. The current backhoe loader that resides in the Public Utilities Division is being relocated to the Public Works Division to facilitate the growing needs for this equipment to complete projects in the Public Works Division to improve infrastructure.

The Oklahoma State Purchasing Contract SW192 with Yellowhouse Machinery Company provided the following quote:

List Price	\$169,795.00
State Contract Discount SW192 (44%)	(\$77,709.80)
Subtotal	\$95,085.20
5 Year/5,000 Hour Full Machine Warranty	\$4,266.00
Total Price	\$99,707.20

RECOMMENDATION:

Award purchase to Yellowhouse Machinery Company in the amount of \$99,707.20.

PRESENTER:

Louis Mintz, Public Utilities Director

Fiscal Impact

Budgeted Y/N: Y

Amount: \$99,707.20

Funding Source:

Enid Municipal Authority

Attachments

State Contract

Quote

Equipment Detail

Contact Information

Website:

Company Name	John Deere Shared Services, Inc.
Doing Business as (if applicable)	John Deere Construction Retail Sales
Contact Person for Solicitation Response	Mark R. Deakyne
Phone	(309) 765-0294
Email	DeakyneMarkR@JohnDeere.com
Fax	(309) 765-3358
Address For Purchase Orders-Number & Street-Post Office Box (some companies have ordering addresses that are different than the payment address)	John Deere Construction Retail Sales 1515 Fifth Avenue
City, State, Zip	Moline, IL 61265
Contact Person for Contract/Ordering/Price Information/Equipment Additions/Changes/Discontinuations	
Contact Name	Richard Murga
Phone	(309) 765-0260
Fax	(309) 765-3358
Email	MurgaRichard@JohnDeere.com
Secondary Contact for Contract/Ordering	Mark R. Deakyne
Phone	(309) 765-0294
Fax	(309) 765-3358
Email	DeakyneMarkR@JohnDeere.com
Address For Payment-Number & Street-Post Office Box (some companies have a different Payment/remittance address than the ordering address)	John Deere Shared Services, Inc. 1515 Fifth Avenue
City, State, Zip	Moline, IL 61265
Contact Person/Department for payment	Richard Murga
Phone	(309) 765-0260
Fax	(309) 765-3358
Email	MurgaRichard@JohnDeere.com
Counties You can provide products/warranty service/repair parts to	<u> X </u> 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 <u> 30 </u> days No Payment Discount. Terms are 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)

Construction Products

Backhoes, Dozers, Loaders, Excavators, Motor Graders, ADTs

Backhoe Name	Dir. City	Dir. State	Dir. Zip	Dir. Phone	Dir. Fax No.	Contact	
RAMSEY IMPLEMENTS, INC	1501 NE LINCOLN RD	IDABEL	OK	74745	580-286-3088	580-286-3015	John Ramsey
THE CLARENCE L. BOYD CO., INC	4220 W RENO	OKLAHOMA CITY	OK	731076532	405-942-8000	405-945-8569	Jim Meisner
THE CLARENCE L. BOYD CO., INC	2107 COOPER DRIVE	ARDMORE	OK	73401	580-224-2693	580-226-2367	Jim Meisner
THE CLARENCE L. BOYD CO., INC	802 SE 3RD ST	LAWTON	OK	735012421	580-355-6667	580-357-2770	Jim Meisner
YELLOWHOUSE MACHINERY CO.	1100 W. WEKIVA ROAD	SAND SPRINGS	OK	74063	918-245-5926	918-245-8557	Curtis Christiansen
YELLOWHOUSE MACHINERY CO.	1325 S. GEORGE NIGH EXPWAY	MCALISTER	OK	74502	918-423-2555	918-423-7493	Curtis Christiansen
YELLOWHOUSE MACHINERY CO.	1300 W CHESTNUT ST	ENID	OK	737034305	580-233-5000	580-234-4006	Curtis Christiansen

Commercial Worksite Products

Compact Excavators, Compact Wheel Loader, Compact Track Loader, Skid Steers

GREEN COUNTRY EQUIPMENT, LLC	306 S. CIMARRON AVENUE	BOISE CITY	OK	73933	580-544-2542	580-544-3412	Eric Hatthway
GREEN COUNTRY EQUIPMENT, LLC	1108 NE 12TH STREET	GYMNON	OK	73942	580-338-8511	580-338-8514	Eric Hatthway
GRISSOMS, LLC	223 NORTH JIM THORPE BLVD	FRAGUE	OK	74864	405-567-2205	405-567-3886	Keith & Vic Grissom
GRISSOMS, LLC	101 SOUTH INDUSTRIAL ROAD	CHECOTAH	OK	74426	918-473-2205	918-473-3089	Keith & Vic Grissom
GRISSOMS, LLC	5577 S US HWY 69	MCALESTER	OK	745016365	918-423-3308	918-302-0753	Keith & Vic Grissom
GRISSOMS, LLC	13503 HWY 177	SHAWNEE	OK	74804	405-214-2205	405-275-0271	Keith & Vic Grissom
GRISSOMS, LLC	540 N. 43RD STREET	MUSKOGEE	OK	7440333987	918-682-3881	918-681-1711	Keith & Vic Grissom
GRISSOMS, LLC	13920 COUNTY ROAD 3530	ADA	OK	74820	580-332-2422	580-332-9424	Keith & Vic Grissom
P & K EQUIPMENT, INC.	17759 US HIGHWAY 81	KINGFISHER	OK	737507519	405-375-3111	405-375-6467	Drew Combs
P & K EQUIPMENT, INC.	1719 SOUTH GREEN AVENUE	PURCELL	OK	73080	405-527-2425	405-527-5092	Drew Combs
P & K EQUIPMENT, INC.	5029 SE 44TH	NORMAN	OK	73072	405-321-5439	405-364-6891	Drew Combs
P & K EQUIPMENT, INC.	604 EASTGATE STREET	STILLWATER	OK	74074	405-743-4050	405-743-4089	Drew Combs
P & K EQUIPMENT, INC.	11518 E. 66TH STREET NORTH	OWASSO	OK	74055	918-437-3193	918-437-0667	Drew Combs
P & K EQUIPMENT, INC.	4385 W. 520	PRYOR	OK	74361	918-824-8541	918-824-2103	Drew Combs
P & K EQUIPMENT, INC.	665 NE WASHINGTON BLVD	BARTLESVILLE	OK	74006	918-335-2650	918-335-1277	Drew Combs
P & K EQUIPMENT, INC.	4121 NORTH HIGHWAY 81 BYPASS	ENID	OK	73701	580-237-2304	580-237-8404	Drew Combs
P & K EQUIPMENT, INC.	3802 WEST DOOLIN AVENUE	BLACKWELL	OK	746319515	580-363-3758	580-373-5952	Drew Combs
PETTIT MACHINERY, INC.	6010 WEST BROADWAY	ARDMORE	OK	73401	580-223-7722	580-223-7721	Clint Tillison
PETTIT MACHINERY, INC.	3610 NORTH FIRST STREET	DURANT	OK	74701	580-924-4698	580-924-5931	Clint Tillison
PETTIT MACHINERY, INC.	HWY 70 WEST	HUGO	OK	74743	580-326-7556	580-326-9537	Clint Tillison
PETTIT MACHINERY, INC.	20016 HIGHWAY 77	PAULS VALLEY	OK	73075	405-238-3339	405-238-2433	Clint Tillison
QUALITY IMPLEMENT CO.	401 S 10TH	FREDERICK	OK	73542	580-335-5541	580-355-5420	Scott Fisher
SPIDER WEBB FARM IMPLEMENTS	3421 SOUTH ZERO	FORT SMITH	AR	729086845	479-242-3337	918-647-3544	Billy Terry
SPIDER WEBB FARM IMPLEMENTS	28811 STATE HIGHWAY 112	POTEAU	OK	74953	918-647-3230	918-647-3544	Billy Terry
THE CLARENCE L. BOYD CO. INC	4220 W RENO	OKLAHOMA CITY	OK	731076532	405-942-8000	405-945-8569	Jim Meisner
THE CLARENCE L. BOYD CO. INC	802 SE 3RD ST	LAWTON	OK	735012421	580-355-6667	580-357-2770	Jim Meisner
WESTERN EQUIPMENT, L.L.C.	3709 N. 183	CLINTON	OK	73601	580-323-1324	580-323-4563	Ryan Egan
WESTERN EQUIPMENT, L.L.C.	4501 MAIN STREET	WEATHERFORD	OK	73096	580-772-5578	580-772-5584	Ryan Egan
WESTERN EQUIPMENT, L.L.C.	3999 LAKEVIEW DRIVE	WOODWARD	OK	73801	580-254-0080	580-254-2140	Ryan Egan
WESTERN EQUIPMENT, L.L.C.	3008 EAST BROADWAY	ALTUS	OK	73521	580-482-6666	580-482-7559	Ryan Egan
WESTERN EQUIPMENT, L.L.C.	1029 E. 11TH STREET	HOBART	OK	73651	580-726-6726	580-726-5883	Ryan Egan
WESTERN EQUIPMENT, L.L.C.	3126 COLLEGE BOULEVARD	ALVA	OK	73717	580-327-0105	580-327-1244	Ryan Egan
YELLOWHOUSE MACHINERY CO.	1100 W. WEKIWA ROAD	SAND SPRINGS	OK	74063	918-245-5926	918-245-8557	Curtis Christiansen
YELLOWHOUSE MACHINERY CO.	1325 S. GEORGE NIGH EXPWAY	MCALESTER	OK	74502	918-423-2555	918-423-7493	Curtis Christiansen
YELLOWHOUSE MACHINERY CO.	1300 W CHESTNUT ST	ENID	OK	737034305	580-233-5000	580-234-4006	Curtis Christiansen

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.deere.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 date 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: N/A % After Market Parts: N/A %

Extra manuals, warranties and tools:

Electronic (cd, dvd) Repair Parts manual: N/A %

"Hard Copy" Repair parts manual: N/A %

Electronic (cd, dvd) Operator Manual: N/A %

"Hard Copy" Operator's manual: N/A %

Electronic (cd, dvd) Service Manual: N/A %

"Hard Copy" Service Manual: N/A %

Extended Warranty offered? Yes No

warranty purchase. Discount offered N/A % If yes, please attach information for the extended Extended Warranty can be purchased through the local Dealership.

Scan tools (for diagnostics) offered? Yes No N/A %

Diagnostic software and hardware included with equipment? Yes No If yes, please attach information. Not beyond what is available in the Standard Display Monitor.

ATTACHMENT F BACKHOES

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 or Implement	Brand Name	Price Book/Catalog Date of Manufacturer's Current Published Retail Price List	Percentage off discount %
Tractor Loader	John Deere Model JD-210L	May 30, 2017	36.00%
Tractor Loader	John Deere Model JD-210L EP	July 7, 2017	36.00%
Backhoe	John Deere Model JD-310L EP	July 7, 2017	44.00%
Backhoe	John Deere Model JD-310L	May 30, 2017	44.00%
Backhoe	John Deere Model JD-310SL	July 7, 2017	44.00%
Backhoe	John Deere Model JD-310SL HL	July 7, 2017	44.00%
Backhoe	John Deere Model JD-410L	May 30, 2017	40.00%
Backhoe	John Deere Model JD-710L	May 30, 2017	40.00%
Backhoe	John Deere Model JD-310SK	January 7, 2015	44.00%

Attachments/Accessories: 20 % Offered ONLY when sold with machine. Discount ONLY applies to John Deere Field Attachments (AT#s), John Deere C&F Work Tools, and John Deere Worksite Pro Attachments.

Options: X % Same Discount as Model (Codes 9XXX)

Multiple Unit discount: X % (In addition to the equipment discount) based on X Units purchased _____ Dollar amount 2-4 units 1.5%, 5-7 units 3.5%, 8-14 units 5%, 15-30 units 7%

If Units, how many? see above If dollar amount, how much? _____

OEM Repair Parts: N/A % After Market Parts: N/A %

Extra manuals, warranties and tools: Manuals, Extended Warranty, and Tools can be purchased from local John Deere Dealer.

Electronic (cd, dvd) Repair Parts manual: N/A % "Hard Copy" Repair parts manual: N/A %

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

Electronic (cd, dvd) Service Manual: N/A % "Hard Copy" Service Manual: N/A %

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

Scan tools (for diagnostics) offered? Yes X No N/A %

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



JOHN DEERE

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

Will Rodgers Building
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, OK 73105

Phone: (405) 521-2479

Mark R. Deakyne

1515 5th Avenue
Moline, IL 61265

Phone: (309) 765-0924

Reference Solicitation Number: SW192 Construction Equipment, Opening May 22, 2014 @ 3:00 PM CST/CDT

Thank you for the opportunity to support the State of Oklahoma. Noted below is supplement to your solicitation.

C.15. Training

Training is included in the price of the local handling fee annotated separately on the quote. Upon delivery of the machine to the customer, your local John Deere Dealership will schedule onsite training for your operators and maintenance personal. The dealership representatives will walk the audience, step by step, through the machine's system features, daily operating procedures, and preventative maintenance measures. This training typically takes 4 to 8 hours depending on the size of the group.

If the customer desires additional training, sessions and the specifics can be arrange through your local John Deere Dealership.

Mark R Deakyne
Contract Manager
John Deere Construction and Forestry Company

2. **Factory-Installed Undercarriage Warranty** covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor/labour; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.
3. **StructurALL Warranty** for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. **StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture.** If a particular component is not listed below it is not covered by StructurALL Warranty.

Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

Items Covered by StructurALL for Cut-to-Length Forestry Machines: Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint frame; Cabin swing frame; Main Boom

StructurALL Warranty does not apply to:

1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
2. C-Frames on H-Series & J-Series Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
3. Cut-to-Length Forestry Heads and Slash Bundler Units.
4. Crawlers equipped with optional side booms.
5. Cut-to-Length Forestry, Excavator, and Log Loader swing bearings.
6. Motor Graders equipped with front- or rear-mounted snow wings.

E. ITEMS NOT COVERED -

John Deere is NOT responsible for the following:

1. Freight
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Diagnostic Time
6. Additional Labor/Labour Time - Above SPG/Labor/Labour Rate
7. Additional Cleaning - Above SPG/Labor/Labour Rate
8. Rental Fees
9. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, negligence, collision or other accidents.
10. Premiums charged for Overtime Labor/Labour
11. Transportation to and from the dealership.
12. Travel time, mileage or service calls by the dealer.

13. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
14. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers. Note: Reimbursement for refills of oils/coolants lost due to a warrantable failure is covered when a system failure occurs outside the boundaries of a normal oil change (within 25% of specified change interval as provided in the Operator's Manual).
15. Torn, cut, or worn hoses.
16. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
17. Items such as cutting edge parts, delimiting knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
18. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
19. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
20. Parts supplied or modifications done by third party suppliers.
21. Topping off fluids when fluid levels fall in the range between low and full
22. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
23. Attachments installed aftermarket – i.e. Winch not installed at factory.
24. Custom options installed outside the factory – i.e. G.R. Manufacturing option packages.
25. Used Products (except as otherwise provided in section L below).

F. TERMINATION OF WARRANTY-

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. Service (other than normal maintenance and replacement of service items) is performed by someone other than an authorized John Deere dealer; or
2. The product is modified or altered in ways not approved by John Deere; or
3. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
4. The product is moved outside the US and/or Canada.

G. PARTS REPLACED UNDER WARRANTY -

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is reported to an authorized John Deere dealer within 90 days of installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

H. TELEMATICS

NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data, including Machine Data, to John Deere and/or Dealer. The suite of software, subscription and data services available via Telematics is collectively referred to as "Data Services". Purchaser may deactivate Telematics at www.jdlink.com. Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at www.JohnDeere.com/MachineDataPolicy.

I. OBTAINING WARRANTY SERVICE -

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or

Quote Id: 15810927

Prepared For:
CITY OF ENID

Prepared By: **DUSTY BITTLE**

Yellowhouse Machinery Co.
1300 W Chestnut St
Enid, OK 737034305

Tel: 580-233-5000

Fax: 580-234-4006

Email: dustyb@yellowhouse.us

Date: 01 August 2017

Offer Expires: 31 August 2017

Confidential

Quote Summary

Prepared For:
 CITY OF ENID
 410 W Owen K Garriott Rd
 Enid, OK 73701
 Business: 580-234-0400

Prepared By:
 DUSTY BITTLE
 Yellowhouse Machinery Co.
 1300 W Chestnut St
 Enid, OK 737034305
 Phone: 580-233-5000
 dustyb@yellowhouse.us

\$169,795.00 LIST PRICE
~~-\$77,709.80~~ STATE CONTRACT SW192 DISCOUNT (44%)
 \$95,085.20 SUBTOTAL
 +\$4,266.00 5YR. / 5,000 HOUR FULL MACHINE WARRANTY
 \$99,707.20 TOTAL

Quote Id: 15810927
Created On: 01 August 2017
Last Modified On: 07 August 2017
Expiration Date: 31 August 2017

Equipment Summary

	Selling Price		Qty		Extended
JOHN DEERE 310SL BACKHOE LOADER	\$ 99,707.20	X	1	=	\$ 99,707.20
John Deere Extended Warranty-5 YR. / 5,000 HOUR FULL MACHINE WARRANTY INCLUDING TRAVEL TIME AND MILEAGE	\$ 0.00	X	1	=	\$ 0.00

Equipment Total **\$ 99,707.20**

Quote Summary

Equipment Total	\$ 99,707.20
SubTotal	\$ 99,707.20
Total	\$ 99,707.20
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 99,707.20

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 15810927

Customer: CITY OF ENID

JOHN DEERE 310SL BACKHOE LOADER

Hours:
Stock Number:

Code	Description	Qty
0A70T	310SL BACKHOE LOADER	1
Standard Options - Per Unit		
170C	JDLink Ultimate Cellular - 5 Years	1
1065	John Deere PowerTech Plus 4.5L (276 Cu. In.) Engine Meets Final Tier 4 and Stage IV Emissions	1
2035	Cab	1
2401	English Decals with English Operator and Safety Manuals	1
3095	Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential Autoshift Transmission	1
4781	Firestone 19.5L - 24 In. 10 PR (R4) Tubeless Rear & 12.5/80 - 18 In. 12 PR Traction Front Sure Grip Lug Tires	1
5225	Mechanical Controls, Two Lever, ISO (DEERE)	1
5400	Less Coupler	1
5656	24" (610 mm) Wide, Heavy-Duty, 7.5 Cu. Ft. (0.21 Cu. M.) Capacity Bucket	1
6020	Extendible Dipperstick	1
6230	Auxiliary Hydraulic with One & Two Way Flow (Hammer & Thumb/Swinger)	1
7035	Loader Coupler, 2-Function Hydraulics, Single Lever	1
7650	1.3 Cu. Yd. (1.0 Cu. M.) 92 in. (2.34 m) wide Heavy-Duty Long-Lip Coupler Bucket with Cutting Edge and Skid Plates	1
8455	750 Lb. (340 kg) Front Counterweight	1
8685	Dual Maintenance Free Batteries With Disconnect and Jump Post	1
9060	Front View Mirror	1
9080	Engine Coolant Heater	1
9140	Heavy-Duty Backhoe Bucket Cylinder	1
9210	Left Side Console Storage with Cup Holders	1
9505	Full MFWD Driveshaft Guard	1
9515	Diagnostic Oil Sampling Ports	1

Selling Equipment

Quote Id: 15810927

Customer: CITY OF ENID

9905	Strobe Light with Magnetic Mount	1
9917	Radio, Bosch Basic Package	1
9919	Sun Visor	1
9965	Seat, Cloth Air-Suspension	1

Service Agreements

John Deere Extended Warranty - 5
YR. / 5,000 HOUR FULL MACHINE
WARRANTY INCLUDING TRAVEL
TIME AND MILEAGE



JOHN DEERE

Equipment Details

Dealership: DUSTY BITTLE
 YELLOWHOUSE MACHINERY CO.
 1300 W CHESTNUT ST
 ENID, OK 737034305
 Phone: 5802335000

Date August 01, 2017

All amounts are displayed in USD

310SL BACKHOE LOADER			
Code	Description	Qty	List Price
0A70T	310SL BACKHOE LOADER		\$115,807.00
Options			
Required Items:			
170C	<p>JDLink Ultimate Cellular - 5 Years Includes JDLink hardware: integrated cab wiring harness, antenna, 4G LTE modular telematics gateway (MTG), Wi-Fi data transfer, Blue Tooth capability and JDLink Ultimate activation.</p> <p>JDLink utilizes cellular and satellite technology infrastructure that is outside the control of John Deere. Changes to that infrastructure may require customers to purchase compatible JDLink hardware to restore functionality.</p> <p>Includes 5 year subscription. Annual subscription renewal required after 5 years for continued functionality. JDLink customer account must be created to access JDLink Ultimate data. Go to www.StellarSupport.com to renew or update JDLink subscriptions.</p> <p>Use of this service, and all rights and obligations of John Deere and the Customer (as identified in the applicable agreement), are governed by the terms and conditions outlined in the applicable Services and Software agreements available at www.JohnDeere.com/Agreements. If these terms and conditions are not agreeable do not proceed and do not use the service.</p>	1	In Base Price
2401	English Decals with English Operator and Safety Manuals Includes English decals installed and English language operator's manual and parts book	1	In Base Price
3095	Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential Autoshift Transmission	1	\$2,876.00

	5F/3R Autoshift Transmission. Autoshift can turned on/off in the SSM. When Autoshift if off, Backhoe will operate with Powershift transmission.		
4781	Firestone 19.5L - 24 In. 10 PR (R4) Tubeless Rear & 12.5/80 - 18 In. 12 PR Traction Front Sure Grip Lug Tires 86 in. (2.18 m) overall width. Requires Axle Code 3065 or 3095. Rear tire chains require wheel spacers.	1	\$604.00
2035	Cab Isolation mounted Modular design ROPS/FOPS Level 2 (meets ISO 3449 & ISO 3471 / SAE J1040) Molded roof. Tinted safety glass. Deluxe interior trim. Headliner. Molded floor mats. Less Radio. Air Conditioning 26,000 BTU. CFC free R134a refrigerant. Heater/defrosters/pressurizer, 40,000 BTU, 3 speed. Mechanical Suspension Deluxe, Cloth, Swivel Seat with Lumbar Adjustment and Arm Rests, Fully Adjustable. 3 in Seat Belt. Tilt Steering Wheel. Interior Rearview Mirror Front 2-speed wiper with windshield washer and rear 1-speed wiper. (2) front driving/working halogen lights - 32,500 Candlepower Each (2) rear working halogen lights - 32,500 Candlepower Each (6) additional work roof lights adds 2 front, 2 rear and 1 on each side of roof (4) turn signal/flashing/rear stop/tail lights - 2 front and rear (2) rear reflector See Order As Desired codes for additional Cab options not included in standard Cab (i.e. Air Suspension Seat, Radio, Sun Visor).	1	\$12,889.00
8685	Dual Maintenance Free Batteries With Disconnect and Jump Post Recommended for use in ambient temperatures BELOW 32 degrees F (0 degrees C).	1	\$529.00
6020	Extendible Dipperstick Extended stabilizer legs.	1	\$8,141.00
6230	Auxiliary Hydraulic with One & Two Way Flow (Hammer & Thumb/Swinger) Includes plumbing to end of dipperstick for one way flow valve. Less plumbing for two way flow valve.	1	\$3,597.00
5225	Mechanical Controls, Two Lever, ISO (DEERE)	1	In Base Price
5400	Less Coupler	1	In Base Price
5656	24" (610 mm) Wide, Heavy-Duty, 7.5 Cu. Ft. (0.21 Cu. M.) Capacity Bucket Bucket includes TK Teeth.	1	\$1,333.00

7035	Loader Coupler, 2-Function Hydraulics, Single Lever Includes Ride Control Cannot be used with Code 9110 Ride Control Will accept G, J, K, and L-Series loader coupler buckets	1	\$6,646.00
7650	1.3 Cu. Yd. (1.0 Cu. M.) 92 in. (2.34 m) wide Heavy-Duty Long-Lip Coupler Bucket with Cutting Edge and Skid Plates	1	\$3,428.00
8455	750 Lb. (340 kg) Front Counterweight	1	\$971.00
1065	John Deere PowerTech Plus 4.5L (276 Cu. In.) Engine Meets Final Tier 4 and Stage IV Emissions With Net Peak Power of 99 Hp. For use only in areas where EPA Final Tier 4/EU Stage IV is required. Turbocharged. Wet Sleeve Cylinder Liners. 4 Valves / Cylinder. Electronically Controlled HPCR Fuel Delivery System, B20 Biodiesel Compatible . Cooled Exhaust Gas Recirculation. Serpentine Belt with Automatic Belt Tensioner. Enclosed Safety Fan Guard. Vertical Spin-On Engine Oil Filter. Spin-On Fuel Filter with Water Separator. Dual Safety Element Dry-Type Air Cleaner with Evacuator Valve. Underhood Catalysts with Vertical Curved Exhaust Stack. Passive flow-through Exhaust Aftertreatment system with Grid Heater. Electronically controlled, variable-speed cooling fan.	1	\$9,760.00

Optional Items:

9965	Seat, Cloth Air-Suspension	1	\$490.00
9210	Left Side Console Storage with Cup Holders	1	\$79.00
9060	Front View Mirror	1	\$80.00
9919	Sun Visor	1	\$92.00
9917	Radio, Bosch Basic Package AM/FM/Weather Radio	1	\$850.00
9905	Strobe Light with Magnetic Mount Light is shipped loose in the cab.	1	\$572.00
9140	Heavy-Duty Backhoe Bucket Cylinder Increases backhoe bucket breakout force by 27%.	1	\$266.00
9080	Engine Coolant Heater	1	\$167.00
9515	Diagnostic Oil Sampling Ports Requires code engine code 1085 or 1065. Includes 4 ports: Engine oil Engine coolant Transmission oil Hydraulic oil.	1	\$201.00
9505	Full MFWD Driveshaft Guard	1	\$417.00

Configuration Total:**\$169,795.00****Summary**

Equipment Totals (includes "Other Charges")	Qty	Each	Extended
310SL BACKHOE LOADER	1	\$169,795.00	\$169,795.00

Price and availability subject to change without notice. Taxes, extended warranty and freight charges are extra.
Some additional charges may apply.

City Commission Meeting

12.2.

Meeting Date: 09/07/2017

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$298,713.33.

Attachments

Claimslist

JP Morgan Claimslist

City Commission Meeting

15.1.

Meeting Date: 09/07/2017

Submitted By: Kristin Martin, Executive Assistant

SUBJECT:

CONSIDER APPROVAL OF FINAL PLANS AND SPECIFICATIONS FOR THE DOWNTOWN HOTEL PER THE MASTER DEVELOPMENT AGREEMENT.

BACKGROUND:

The Enid Economic Development Authority (EEDA) entered into a master development agreement with ENIDBWP, LLC on February 23, 2017. The commission approved the preliminary plans on June 20, 2017. The Main Street Design Committee met on June 15, 2017 and approved the preliminary plans and has reaffirmed approval of the final plans. Closing on the downtown EEDA property is expected to occur on or before October 30, 2017 per the extension signed on August 30, 2017. Once closing occurs, construction of the hotel is supposed to occur within 45 days following the closing, provided, however, subject to extension due to Excusable Delay.

RECOMMENDATION:

Consider plans and specifications.

PRESENTER:

Jerald R Gilbert, City Manager

Cheryl Denny, Legal Counsel

City Commission Meeting

15.2.

Meeting Date: 09/07/2017

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$95,170.21.

Attachments

Claimslist

JP Morgan Claimslist

City Commission Meeting

18.1.

Meeting Date: 09/07/2017

Submitted By: Erin Crawford, Chief Financial Officer

SUBJECT:

CONSIDER A RESOLUTION INCREASING THE 2017-2018 FISCAL FINANCIAL PLAN FOR THE ENID PUBLIC TRANSPORTATION AUTHORITY (EPTA), FOR PURCHASE OF THREE VEHICLES UNDER 5339(A) AND 5339(B) GRANT AGREEMENTS, IN THE AMOUNT OF \$158,369.00.

BACKGROUND:

EPTA has been awarded a 5339(a) agreement in the amount of \$40,785.00 as a grant match to purchase one vehicle. The Enid Public Transportation Authority has been awarded a 5339(b) agreement in the amount of \$95,302.00 as a grant match to purchase two vehicles.

The State of Oklahoma SW797 contract prices the vehicles at \$63,068.00 per unit, for a total of \$189,204.00 for all three units. The 5339 agreements will cover funding for \$136,087.00, leaving the Authority's matching share at \$53,117.00.

EPTA fiscal plan would need appropriations of \$189,204.00 to purchase the three vehicles, associated with the 5339 grant funds. The adopted EPTA fiscal financial plan already includes appropriations in the amount of \$30,835.00, and would need the additional \$158,369.00 appropriated for the purpose of funding vehicle replacement. The appropriation of \$158,369.00 would be funded by 5339 grant revenue of \$136,087.00 and a transfer from the General Fund in the amount of \$22,282.00.

RECOMMENDATION:

Approve resolution.

PRESENTER:

Erin Crawford, Chief Financial Officer

Fiscal Impact

Budgeted Y/N: N

Amount: \$158,369.00

Funding Source:

Grant Funding & General Fund Transfer

Attachments

ODOT Funding Acknowledgement
Resolution



OKLAHOMA DEPARTMENT OF TRANSPORTATION

Transit Programs Division

200 N.E. 21st Street
Oklahoma City, OK 73105-3204
www.odot.org

August 22, 2017

Mr. William Shewey, Mayor
Enid Public Transportation Authority
1502 W. Poplar
Enid, OK 73703-3344

Attention: Mary Beth Williams

To Whom It May Concern,

This letter is in reference to Oklahoma Department of Transportation's multiple 5339 agreements with Enid Public Transportation Authority. The 5339(a) agreement is for one cutaway and the federal share amount is \$40,785.00. The 5339(b) agreement is for two cutaways and the federal share amount is \$95,302.00. On both grants Enid Public Transportation Authority has been given the notice to proceed.

If you have any questions regarding this information please do not hesitate to contact me at 405-522-8921 or cgiven@odot.org.

A handwritten signature in black ink, appearing to read "Cody Given", with a horizontal line extending to the right.

Cody Given
Transportation Manager

"The mission of the Oklahoma Department of Transportation is to provide a safe, economical, and effective transportation network for the people, commerce and communities of Oklahoma."

AN EQUAL OPPORTUNITY EMPLOYER

RESOLUTION

A RESOLUTION INCREASING THE 2017-2018 FISCAL FINANCIAL PLAN FOR THE ENID PUBLIC TRANSPORTATION AUTHORITY IN THE AMOUNT OF \$158,369.00.

WHEREAS, the amounts for the 2017-2018 Enid Public Transportation Authority (EPTA) fiscal financial plan must be increased by \$158,369.00 to pay costs associated with the purchase of three vehicles; and

WHEREAS, a 5339(a) agreement and a 5339(b) agreement with Oklahoma Department of Transportation have given EPTA the notice to proceed, with respect to said project; and

WHEREAS, funds of \$136,087.00 will be provided from Oklahoma Department of Transportation and supplemented with a transfer of \$22,282.00 from the General Fund revenues in the current fiscal year to provide funding to the Enid Public Transportation Authority;

AND NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND BOARD OF TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY, THAT THE ENID PUBLIC TRANSPORTATION AUTHORITY 2017-2018 FISCAL FINANCIAL PLAN BE INCREASED IN THE FOLLOWING AMOUNT:

FUND 99 ENID PUBLIC TRANSPORTATION AUTHORITY	
EPTA Department	\$158,369.00

Adopted this 7th day of September 2017.

Chairman

(Seal)

ATTEST:

Secretary

City Commission Meeting

18.2.

Meeting Date: 09/07/2017

Submitted By: Erin Crawford, Chief Financial Officer

SUBJECT:

AWARD AND EXECUTE THE PURCHASE OF THREE 24' MINI BUSES, FROM CREATIVE BUS SALES, INC., IRVING, TEXAS. IN THE AMOUNT OF \$189,204.00.

BACKGROUND:

This is a companion to items 8.5 and 18.1. The Oklahoma State Purchasing Contract SW797 with Creative Bus Sales, Inc., provided the following quote:

Creative Bus Sales	Cost per Bus	Extended Cost
2018 Glaval Base Price	\$61,265.00	\$183,795.00
Back up Monitor System	\$865.00	\$2,595.00
Driver's Shield	\$75.00	\$225.00
Vinyl Seats	(\$32.00)	(\$96.00)
Adjustable Rear Suspension System	\$895.00	\$2,685.00
Total Cost with options	\$63,608.00	\$189,204.00

RECOMMENDATION:

Award purchase to Creative Bus Sales, Inc., in the amount of \$189,204.00 based on State Contract SW797.

PRESENTER:

Mary Williams, EPTA General Manager

Fiscal Impact

Budgeted Y/N: N

Amount: \$189,204.00

Funding Source:

Grant Funding & General Fund Transfer

Attachments

Creative Bus Sales Quote

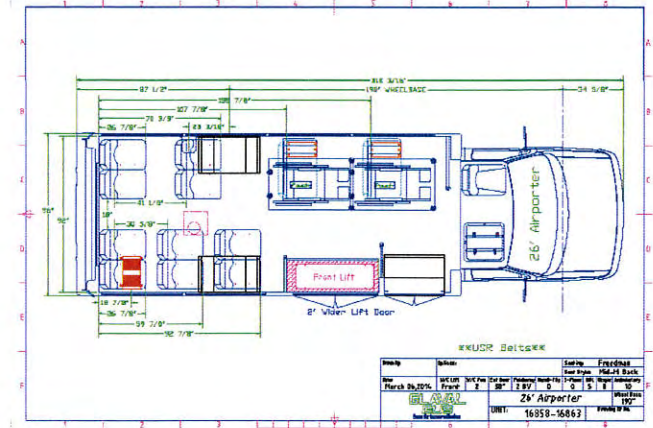
Oklahoma Statewide Contract SW797



Section "I"
24' 12 Passenger
Metal Bus

Creative Bus Sales

2018 Glaval
BASE PRICE:
\$61,265.00



CNG Conversion Ford Chassis	\$23,765.00
CNG BiFuel Conversion Ford Chassis	N/A
Propane Dedicated Conversion	\$16,525.00
Propane Dual Fuel Conversion	N/A
Back Up Monitor System	\$865.00
Two Way Radio-UHF	\$820.00
Two Way Radio-VHF	\$980.00
Two Way Radio-800MHZ	\$1,210.00
Drivers Shield	\$75.00
Painted Lower Skirts	\$675.00
Outside Passenger Door Switch	\$0.00
Bus Camera System	\$3,425.00
Fabric Insert on Ceiling	\$550.00
Street Side Exhaust	\$185.00
Integrated Child Seats	\$896.00(1 position)\$1,291.00(2 positions)
Vinyl Seats	\$(32.00)
PA System	\$190.00
Passenger Signal System Pull Cord	\$875.00
Passenger Stop Request Signs	\$220.00
Fare Collection Box	\$11,280.00
Destination Signs	\$13,995.00
Bicycle Rack	\$2,175.00
Delete B Pillar and Co-pilot Seat	\$(186.00)
Delete Altro Chroma Flooring	\$(150.00)
Delete Yellow Powder Coating	\$(75.00)
100% Nida-Core Structure	N/A
Composite Floor	N/A
Side Door Slide Out Battery Box	\$125.00
Diesel Engine	\$15,262.00(GM 4500 DuraMax Diesel)
Rear Spare Tire Holder	\$125.00
Adjustable Rear Suspension System	\$895.00

61,265.00
865.00
75.00
0.00
32.00
895.00
63,068.00

Brent Roy, Regional Sales Manager
682.808.9830
broy@creativebussales.com

City Commission Meeting

18.3.

Meeting Date: 09/07/2017

Submitted By: Kristin Martin, Executive Assistant

SUBJECT:

CONSIDER A RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE AGREEMENT BETWEEN THE OKLAHOMA DEPARTMENT OF TRANSPORTATION, TRANSIT PROGRAMS DIVISION AND THE ENID PUBLIC TRANSPORTATION AUTHORITY, FOR A GRANT UNDER 49 U.S.C. SECTION 5311, NON-URBANIZED AREA FORMULA PROGRAM.

BACKGROUND:

This resolution will authorize an agreement with the Oklahoma Department of Transportation to accept FTA Section 5311 Program financial assistance for the purpose of operating a rural public transit system in the City of Enid. This grant provides funding for the EPTA's operational budget to assist with costs as a rural transit provider.

RECOMMENDATION:

Consider resolution.

PRESENTER:

Mary Beth Williams, General Manager, EPTA

Attachments

Resolution

Application Package

State Revolving Fund Application

RESOLUTION
Res.#5311-2017-2018

A RESOLUTION AUTHORIZING THE AGREEMENT BETWEEN THE OKLAHOMA DEPARTMENT OF TRANSPORTATION, TRANSIT PROGRAMS DIVISION, AND THE ENID PUBLIC TRANSPORTATION AUTHORITY FOR THE GRANT UNDER 49 U.S.C. SECTION 5311, NONURBANIZED AREA FORMULA PROGRAM.

WHEREAS, Section 5311 of Title 49 U.S.C. provides that eligible recipients may receive federal funds through the Federal Transit Administration to enhance the access of person living in rural areas to health care, shopping, education, recreation, public services, and employment; and,

WHEREAS, the Oklahoma Department of Transportation ("ODOT") has received the Section 5311 Nonurbanized Area Formula Program ("Grant"); and,

WHEREAS, the Enid Public Transportation Authority ("EPTA") submitted a Fiscal Year 2017 Grant Application for financial assistance; and,

WHEREAS, EPTA was selected by the Oklahoma Department of Transportation as a sub-recipient for the Grant; and,

WHEREAS, in order to receive the Grant funds, EPTA must execute an agreement adopting the general terms and conditions for Grant projects.

NOW THEREFORE, BE IT RESOLVED by the Trustees of the Enid Public Transportation Authority, that the Chairman is authorized to execute an agreement between the Oklahoma Department of Transportation and the Enid Public Transportation Authority.

APPROVED AND EXECUTED this 7th day of September, 2017.

Enid Public Transportation Authority

William E. Shewey, City of Enid Mayor

{SEAL}

ATTEST:

Alissa Lack, City of Enid Clerk

APPROVED AS TO FORM AND LEGALITY

Carol Lahman, Interim City Attorney



An Application to the
Oklahoma Department of Transportation
Transit Programs Division

FOR

FINANCIAL ASSISTANCE

UNDER THE

OKLAHOMA PUBLIC TRANSIT REVOLVING

FUND

TO PROVIDE FINANCIAL ASSISTANCE FOR A

PUBLIC TRANSPORTATION PROGRAM

FOR THE

STATE PROGRAM YEAR

2018

SUBMITTED BY

ENID PUBLIC TRANSPORTATION AUTHORITY

EPTA

1502 W. POPLAR

ENID, OK 73703

SFY-2018
Public Transit Revolving Fund Application and
Agreement Check List

The following required application documents must be submitted to ODOT's Transit Programs Division by 3:00 pm August 31, 2017:

- A detailed description of the transportation service provided.
- A proposed budget and budget justification outlining the use of funding for the next fiscal year (*Use last year's amount received as the total amount for the New Year's budget*).
- An independent audit report stating that the mileage reported is exact and accurate.
- Certification of vehicle revenue miles claimed.
- Certification of services to the elderly and disabled.
- Certification of availability to the general public.

The following documents are due when you submit your three original executed agreements (agreements for execution will be provided by ODOT at a later date):

- Workers Compensation Insurance Certificate
- Liability Insurance Certificate

Transit Agency Contact Information

SFY- 2018

(Please fill out all fields and return with application)

Revolving Fund Contracting Agency (Agency Entering into an Agreement with ODOT):

Enid Public Transportation Authority – City of Enid (EPTA)

Agency phone number:

(580) 233-7433

Agency physical address (Agency's office location):

**1502 W. Poplar
Enid, OK 73703**

Agency mailing address (Location where documents should be mailed to by ODOT):

**1502 W. Poplar
Enid, OK 73703**

Primary Contact Information (Person to send Contract and Invoices to):

Name (First & Last):

Mary Williams

Title:

General Manager

Phone:

(580) 616-7356

Email address:

Mary.williams@enid.org

Secondary Contact (Back up person for primary contact):

Name (First & Last):

Jerald Gilbert

Title:

City Manager of Enid, Oklhaoma

Phone:

(580) 234-0400

Email address:

jgilbert@enid.org

CERTIFICATION OF VEHICLE REVENUE MILES CLAIMED

Enid Public Transportation Authority City of Enid (EPTA)
(Agency Name)

Invoice for public mass transportation vehicle revenue miles for the period of July 1, 2016 to June 30, 2017.

Total Revenue Miles Provided: 251,536

I certify that the above amounts are true and correct.

Williams E. Shewey
Print Name of Authorized Official

Signature of Authorized Official

Mayor of Enid, Oklahoma
Title of Authorized Official

Sept. 7, 2017
Date

State of: OKLAHOMA) ss:
County of: COUNTY)

Subscribed and sworn to before me this _____ day of _____, 2017

Notary Public

Commission Expiration Date

AFFIX SEAL

Commission Number

CERTIFICATION OF AVAILABILITY TO THE GENERAL PUBLIC

The Enid Public Transportation Authority hereby certifies that the transportation
(Agency Name)

Service provided by its public transportation program is open to the public. The level of service is based on the travel demands of the public as well as public comments and suggestions regarding service available. The Enid Public Transportation Authority also
(Agency Name)

certifies that all vehicles participating in the program will be clearly marked with block lettering no smaller than 2" in height, as "**OPEN TO PUBLIC USE**" and that a phone number for inquiring about the public transportation will be clearly displayed on all vehicles participating in the program.

Williams E. Shewey
Print Name of Authorized Official Signature of Authorized Official

Mayor of Enid, Oklahoma
Title of Authorized Official Date

State of: OKLAHOMA) ss:

County of: COUNTY)

Subscribed and sworn to before me this _____ day of _____, 2017

Notary Public Commission Expiration Date

AFFIX SEAL

Commission Number

CERTIFICATION OF SERVICES TO THE ELDERLY AND DISABLED

The Enid Public Transportation Authority doing business as
(Agency Name)

Enid Public Transportation Authority (EPTA), hereby certifies that a
(Transit Agency Name)

minimum of 50% of the funds for the Public Transit Revolving Fund will be used to provide transportation services to the elderly and disabled.

Williams E. Shewey
Print Name of Authorized Official Signature of Authorized Official

Mayor of Enid, Oklahoma Sept. 7, 2017
Title of Authorized Official Date

State of: OKLAHOMA) ss:

County of: COUNTY)

Subscribed and sworn to before me this _____ day of _____, 2017

Notary Public Commission Expiration Date

AFFIX SEAL

Commission Number

September 1, 2017

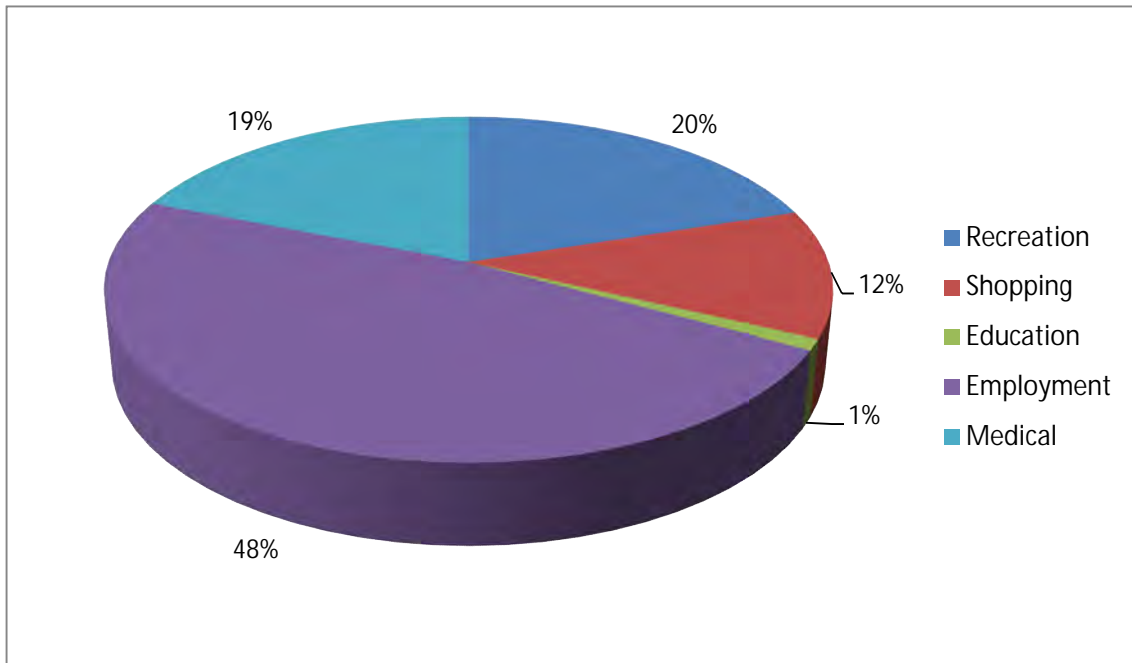
**ENID PUBLIC TRANSPORTATION AUTHORITY
PUBLIC TRANSIT REVOLVING FUND APPLICATION FY 2018**

This proposal requests assistance for public transportation in rural and small urban areas as provided by section 4031 of Title 69, Public Transit Revolving Fund of the Oklahoma Statutes. Enid Public Transportation Authority- City of Enid is a public, demand-response system that operates vans and buses with wheelchair lifts in accordance with ADA regulations for accessibility by Disabled and Elderly individuals as well as the General Public. Enid Public Transportation Authority – City of Enid provides express shuttle service to Airport, Train and Bus Stations in Oklahoma City, Stillwater, Perry, and Tulsa Oklahoma.

Transportation Service Description:

The Enid Public Transportation Authority (EPTA) was established in 1984 as a demand-response, shared-ride paratransit system to provide transportation for the general public under the guidelines of the Americans with Disabilities Act (ADA). Enid Public Transportation Authority – City of Enid operated a fixed route system between December 2007 and July 2013, with additional demand-response for qualified disabled transit riders and seniors. Beginning July 22, 2013 EPTA has transitioned into an all demand-response system in order to maximize efficiency and operate within budgetary restrictions. With State of Oklahoma funding Enid Public Transportation Authority – City of Enid continues to provide

safe, reliable, affordable transportation service to all of Enid and North Enid. Enid Public Transportation Authority – City of Enid promotes community access and independent living to the disabled and elderly in addition to the general public. Enid Public Transportation Authority – City of Enid is governed by a seven member Board of Trustees. The City of Enid and North Enid both have a combined land area of approximately 76 square miles and according to the census bureau approximately 53,000 people reside in this service area. Our *average monthly* ridership during this fiscal year, 2016-2017, was nearly 3,929 trips and our estimated passenger revenue is \$6,842. During the service period from July 2016 to June 2017, Enid Public Transportation Authority – City of Enid provided 47,142 trips throughout the City, of which 19% were for medical related travel and 48% were for employment. We are aggressively implementing efficiency measures to increase our service to our service area population.



Enid/North Enid Populations Demographics:

<u>Total Population</u>	<u>Total</u>	<u>Percentage</u>
Under 18	12,197	24.7%
65 and Older	7,505	15.2%
 <u>Total Disabled (Non-Institutionalized)</u>		
Under age 65 Years Old	5,382	
 <u>Income</u>		
Median Household Income	\$44,286	
Per Capita Income	\$24,078	
Families Below Poverty Level	14.3%	
 <u>Total Dwelling Units</u>		
Owner Households	30,566	
Renter Households	7,707	
 <u>Race</u>		
White	40,293	
Black	1,778	
Native American	1,136	
Asian	605	
Pacific Islander, Hawaiian	1,086	
Hispanic & Latino	5,086	
Two or More Races	1,876	

2010 U.S. Census Bureau Statistics

Operations:

Enid Public Transportation Authority – City of Enid operates 17 wheelchair lift equipped, buses and minivans that meet ADA regulations for accessibility. The department's current personnel include: 14 transit drivers, 9 of which are part-time employees; 2 dispatchers, one full-time and one part-time; a general manager; a full-time administrative assistant; a part-time marketing coordinator. Our service hours are 6:00 am to 7 pm, Monday through Saturday. Our normal operating hours ensure that the general public, including elderly and disabled, have an opportunity to access community resources such as shopping,

entertainment, local colleges, as well as social and special interest clubs, organizations and events.

Fare:

Enid Public Transportation Authority – City of Enid fare was established by the EPTA –City of Enid Board of Trustees with an emphasis on affordability to allow disadvantaged and low income residents equal access to reliable transportation. Our per trip fare structure for general public, elderly and disabled passengers is \$2 per ride. Punch cards for 10 rides are sold for \$20.

Ridership:

Enid Public Transportation Authority – City of Enid services Enid and North Enid with trips to Oklahoma City, Tulsa, and Perry, Oklahoma on a demand-response basis for \$125, \$150 and \$60 respectively. All drivers use public roads which have the most direct routes and shortest travel times between origin and destination. We would currently like to average 4,200 trips per month for an annual estimate of 50,400 trips.

Routes		Annual Trips FY18	Estimated Revenue
24-01	Demand Response	50,345	\$100,690.00
24-IC	Oklahoma City, OK	40	\$5,000.00
24-IT	Tulsa, Oklahoma	5	\$750.00
24-IP	Perry, Oklahoma	10	\$600.00
Total Estimated Trips		50,400	\$107,040.00

Proposed Budget:

2017 Estimate 5311 Allocation	+	\$140,699.00
2017 Estimate State Revolving Fund (subsidizing fuel costs)	+	\$44,292.00
Fuel	-	<u>\$50,000.00</u>
TOTAL		\$234,991.00

Sincerely,

Mary Beth Williams, General Manager
Enid Public Transportation Authority – City of Enid

City Commission Meeting

18.4.

Meeting Date: 09/07/2017

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$5,098.90.

Attachments

Claimslist

JP Morgan Claimslist
