



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 1st day of May, 2018, 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 APRIL 3, 2018.
5. AWARDS, PRESENTATIONS, PROCLAMATIONS, AND ORGANIZATIONAL BUSINESS.
 1. PRESENT PET AVAILABLE FOR ADOPTION AT THE CITY ANIMAL SHELTER.
 2. PRESENT "BETTER HEARING AND SPEECH AWARENESS MONTH" PROCLAMATION.
 3. GIRL SCOUT TROOP 727 RECOGNITION AND WORLD PREMIER OF "SMASH HIT!" MUSIC VIDEO FOR MAINE STREET BRIDGE SONG.

4. **UPDATE ON VAFB AND KAW LAKE INFRASTRUCTURE EFFORTS AND WASHINGTON DC TRIP BY MIKE COOPER.**
5. **CONSIDER APPOINTMENTS TO THE LIBRARY BOARD AND FIRE CIVIL SERVICE COMMISSION.**
6. **ADMINISTRATION.**
 1. **CONSIDER A RESOLUTION AUTHORIZING THE ENID MUNICIPAL AUTHORITY (EMA) TO PURCHASE A LETTER OF CREDIT FOR THE PURPOSE OF LANDFILL FINANCIAL ASSURANCE AS REQUIRED BY THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ).**
 2. **CONSIDER AWARD OF A PROFESSIONAL SERVICE CONTRACT WITH RSM US LLP, OKLAHOMA CITY, OK, IN THE AMOUNT OF \$86,600.00 TO COMPLETE FINANCIAL STATEMENT PREPARATION; THE INDEPENDENT AUDITOR'S REPORT ON THE FINANCIAL STATEMENTS OF THE CITY OF ENID, OKLAHOMA AND ITS RELATED AUTHORITIES; COMPLETE THE SINGLE-AUDIT COMPLIANCE AUDIT; AND THE STATE AUDITOR AND INSPECTOR FORM 2643.**
 3. **CONSIDER A REQUEST FOR A VARIANCE TO CITY OF ENID ORDINANCE 10-6-1 SIDEWALKS REQUIRED, FOR PROPERTY LOCATED AT 310 E. HARVARD AVENUE.**
 4. **AWARD A CONTRACT TO BEVERAGES CONSTRUCTION LLC, CRESCENT, OKLAHOMA, FOR THE CHESTNUT WEST DETENTION FACULTY – PHASE I, PROJECT NO. F-1803C1, IN THE AMOUNT OF \$499,777.50, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS.**
 5. **REVIEW THE SIGN REQUEST FOR PROPERTY LOCATED AT 5230 WEST OWEN K. GARRIOTT ROAD TO DETERMINE IF AN EXISTING BILLBOARD MAY BE RELOCATED AND CONVERTED TO A DIGITAL BILLBOARD UNDER SECTION 11-13-9(D) OF THE ENID MUNICIPAL CODE (EMC), SPECIFIC ECONOMIC DEVELOPMENT OPPORTUNITIES, AND TAKE APPROPRIATE ACTION.**
7. **CONSENT.**
 1. **ACCEPT A PUBLIC HIGHWAY DEDICATION DEED FROM CASEY'S MARKETING COMPANY, ANKENY, POLK COUNTY, IOWA, FOR THE DEVELOPMENT AT 206 N. OAKWOOD ROAD.**
 2. **ACCEPT COMPLETION OF WORK ESTABLISHED BY CHANGE ORDER NO. 2 WITH BEVERAGES CONSTRUCTION, LLC, CRESCENT, OKLAHOMA, AT THE CHEROKEE DETENTION PHASE 3, PROJECT NO. F-1701, IN THE AMOUNT OF \$54,000.00.**
 3. **APPROVE CHANGE ORDER NO. 1 WITH BEVERAGES CONSTRUCTION LLC, CRESCENT, OKLAHOMA, FOR CHESTNUT WEST DETENTION FACILITY – PHASE I, PROJECT NO. F-1803C1, IN THE AMOUNT OF \$ 403,000.00.**

4. EXECUTE A CONTRACT WITH JE DIRT WURX, LLC, OF WAGONER, OKLAHOMA, FOR THE WILLOW ROAD WEST OF 66TH STREET BRIDGE REPLACEMENT, PROJECT NO. F-1809C, IN THE AMOUNT OF \$192,800.00, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS.
5. EXECUTE A CONTRACT TO CIMARRON CONSTRUCTION COMPANY, OKLAHOMA CITY, OKLAHOMA, FOR THE BROADWAY AVENUE WATERLINE RELOCATION, US-81 TO WASHINGTON STREET, PROJECT NO. W-1801C1, IN THE AMOUNT OF \$623,326.00, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS.
6. APPROVE CHANGE ORDER NO. 3 WITH LUCKINBILL, INC., ENID, OKLAHOMA, FOR THE 2017 SANITARY SEWER POINT REPAIR PROGRAM, PROJECT NO. S-1704A, IN THE AMOUNT OF \$344,500.00.
7. APPROVE CHANGE ORDER NO. 2, TO DUKE'S ROOT CONTROL INC., SYRACUSE, NEW YORK, IN THE AMOUNT OF \$180.33, ACCEPT THE PROJECT, AND AUTHORIZE FINAL PAYMENT FOR THE 2007 SANITARY SEWER CHEMICAL ROOT CONTROL, PROJECT NO. S-1705.
8. ACCEPT THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) PERMIT TO EXTEND A SANITARY SEWER LINE TO SERVICE ENID PUBLIC HIGH SCHOOL, PROJECT NO. S-1807A.
9. ACCEPT THE COMPLETED CONSTRUCTION WITH LUCKINBILL INC, ENID, OKLAHOMA, FOR NORTH CLEVELAND STREET AND WEST CHESTNUT AVENUE WATER LINE RELOCATION PROJECT, AND AUTHORIZE THE START OF MAINTENANCE PERIOD AND RELEASE OF RETAINAGE, PROJECT NO. W-1406B.
10. CONSIDER AN AGREEMENT WITH DOBSON TECHNOLOGIES, OKLAHOMA CITY, OKLAHOMA, TO BORE OWEN K GARRIOTT ROAD AND INSTALL A FIBER OPTIC CABLE WITHIN THE CITY OF ENID RIGHT-OF-WAY.
11. APPROVE RIGHT-OF-WAY AGREEMENT WITH GUNGOLL, JACKSON, BOX AND DEVOLL P.C. TO RUN SERVICE FROM OFFICE BUILDING TO PARKING LOT ACROSS ALLEY.
12. APPROVE A RESOLUTION AMENDING THE CITY OF ENID 401(K) RETIREMENT SUPPLEMENT PLAN TO PROVIDE FOR PARTIAL WITHDRAWALS FROM THE ACCOUNT BALANCE BY PARTICIPANTS WHO HAVE SEPARATED SERVICE AND PROVIDING FOR AN EFFECTIVE DATE OF JULY 1, 2018.
13. APPROVE A RESOLUTION AMENDING THE CITY OF ENID RETIREMENT PLAN TO PROVIDE FOR A PLAN YEAR THAT IS CONSISTENT WITH THE CITY OF ENID FISCAL YEAR BUDGET AND PROVIDING FOR AN EFFECTIVE DATE OF JANUARY 1, 2018.
14. APPROVAL OF CLAIMS IN THE AMOUNT OF \$4,404,887.29.
8. RECESS TO CONVENE AS THE ENID MUNICIPAL AUTHORITY.
9. TRUSTEES OF THE ENID MUNICIPAL AUTHORITY REGULAR MEETING.

10. ENID MUNICIPAL AUTHORITY REGULAR MEETING.
 1. APPROVE PURCHASE OF A LETTER OF CREDIT WITH SECURITY NATIONAL BANK, ENID, OKLAHOMA FOR LANDFILL ASSURANCE AS REQUIRED BY THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY IN THE AMOUNT OF \$25,804.93.
 2. EXECUTE CONTRACT WITH COGSDALE CORPORATION FOR THE DIAMOND MUNICIPAL SERVICES SOFTWARE REPLACEMENT IN THE AMOUNT OF \$573,300.00 AND AUTHORIZE THE CHAIRMAN TO EXECUTE ALL CONTRACT DOCUMENTS.
 3. APPROVAL OF CLAIMS IN THE AMOUNT OF \$348,696.38.
11. ADJOURN TO CONVENE AS THE ENID ECONOMIC DEVELOPMENT AUTHORITY.
12. TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY REGULAR MEETING.
13. ENID ECONOMIC DEVELOPMENT AUTHORITY REGULAR MEETING.
 1. APPROVE AND EXECUTE A CONTRACT WITH RETAIL ATTRACTIONS, LLC, OF TULSA, OKLAHOMA, TO RETAIN AND RECRUIT LOCAL RETAIL BUSINESS AND INCREASE ECONOMIC DEVELOPMENT IN THE CITY OF ENID IN ORDER TO PROTECT THE CITY'S REVENUE STREAM AND IMPROVE THE QUALITY OF LIFE FOR ALL RESIDENTS.
 2. APPROVAL OF CLAIMS IN THE AMOUNT OF \$6,000.00.
14. ADJOURN TO CONVENE AS THE ENID PUBLIC TRANSPORTATION AUTHORITY.
15. TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY REGULAR MEETING.
16. ENID PUBLIC TRANSPORTATION AUTHORITY REGULAR MEETING.
 1. AWARD A CONTRACT WITH RSM US LLP, OKLAHOMA CITY, OKLAHOMA TO COMPLETE THE 2017-2018 ENID PUBLIC TRANSPORTATION AUTHORITY VEHICLE REVENUE MILEAGE AUDIT IN THE AMOUNT OF \$4,000.00.
 2. APPROVAL OF CLAIMS IN THE AMOUNT OF \$3,245.45.
17. ADJOURN TO RECONVENE AS THE ENID CITY COMMISSION.
18. PUBLIC COMMENTS.
19. ADJOURN.

City Commission Meeting

4.

Meeting Date: 05/01/2018

SUBJECT:

CONSIDER APPROVAL OF MINUTES OF THE REGULAR COMMISSION MEETING OF APRIL 3, 2018.

Attachments

Minutes

MINUTES OF REGULAR MEETING OF THE
MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA,
TRUSTEES OF THE ENID MUNICIPAL AUTHORITY, A PUBLIC TRUST,
TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY, A PUBLIC TRUST,
AND TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY, A PUBLIC TRUST
HELD ON THE 3RD DAY OF APRIL 2018

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 3rd day of April 2018, 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, 2017 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 2nd day of April 2018.

-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, City Attorney Carol Lahman, City Clerk Alissa Lack, Chief Financial Officer Erin Crawford, City Engineer Robert Hitt, Public Utilities Director Lou Mintz, Planning Administrator Chris Bauer, Police Captain Bryan Skaggs, Fire Chief Joe Jackson, Director of Marketing, Human Resources Director Sonya Key, and Public Relations Steve Kime, and Ex-Officio Member Chief Master Sergeant Jeffrey Wilson.

Mr. Dan Schiedel from the United Way gave the Invocation, and Chief Master Sergeant Jeffrey Wilson led the Flag Salute.

Motion was made by Commissioner Janzen and seconded by Commissioner Waddell to approve the minutes of the regular Commission meeting of March 20, 2018, and the vote was as follows:

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

NAY: None.

Animal Adoption Coordinator Charlet Ringwald presented “Blossom”, an 8-month-old female Pocket Pit Bull available for adoption at the Enid Animal Shelter.

A Proclamation was read and presented proclaiming the week of April 8-14, 2018 as “National Crime Victims’ Rights Week”.

A Proclamation was read and presented proclaiming the month of April 2018 as “Fair Housing Awareness Month”.

A Proclamation was read and presented proclaiming Friday, April 27, 2018 as “Arbor Day” in the city of Enid.

A Proclamation was read and presented proclaiming April 3, 2018 as “Jiffy Trip Corporate Citizen Recognition Day”.

Ballots were taken as follows for one (1) appointment to the Police Civil Service Commission:

Ryan Jackson Commissioners Janzen, Norwood, Ezzell, Wilson, Pankonin and Mayor Shewey

Joseph Tindal Commissioner Waddell

Mr. Ryan Jackson was appointed to serve on the Police Civil Service Commission through April 19, 2023.

Ballots were taken as follows for one (1) appointment to the Metropolitan Area Planning Commission (MAPC):

David Trojan Commissioners Janzen, Norwood, Pankonin and Mayor Shewey

Michael Stuber Commissioners Ezzell, Waddell and Wilson

Mr. David Trojan was appointed to serve on the MAPC to March 1, 2021.

Motion was made by Commissioner Ezzell and seconded by Commissioner Janzen to appoint Ms. Gail Wood as a representative of the Meadowlake Ladies' Association to the Golf Course Advisory Board, and the vote was as follows:

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

NAY: None.

Ms. Wood was appointed to serve a term through March 1, 2021.

Motion was made by Commissioner Ezzell and seconded by Commissioner Waddell to appoint Mr. Todd Nahnsen as a representative of the Kenwood Historic District to the Historic Preservation Society, and the vote was as follows:

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

NAY: None.

Mr. Nahnsen was appointed to serve a term through March 1, 2021.

Planning Administrator Chris Bauer spoke regarding the re-plat of Oakwood Square, Section 4, Block 2. He explained that Mr. David Ritchie had purchased three lots, which were zoned Commercial, and he sought to re-plat them into four lots. Water and streets were available to serve the lots, and sanitary sewer would be extended in the rear of the lots.

It was noted that the Metropolitan Area Planning Commission voted unanimously to approve the re-plat.

Motion was made by Commissioner Ezzell and seconded by Commissioner Waddell to approve the re-plat of Oakwood Square Section 4, Block 2, and the vote was as follows:

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

NAY: None.

Mr. Bauer addressed commissioners regarding the re-plat of Forestridge 1st Addition, Blocks 1-4. He explained that this property had been already been platted before, and houses had been built. The developer, Forestridge LLC, now wished to privatize the streets. The rights-of-way would then be “Public Access”, instead of “Public Right-of-Way”.

It was noted that the Metropolitan Area Planning Commission voted unanimously to approve the re-plat.

Mr. Chris Burdig from Envirotech addressed commissioners noting that some areas had minor fractures, and the developer had elected to take on the maintenance, instead of going through the approval process with the City, which required all of the area to be replaced. Money would be collected through the homeowners’ association (HOA) to make repairs. He noted that the homes were rented out, and not sold. Forestridge LLC would retain complete ownership of the subdivision, including ownership of the HOA.

Motion was made by Commissioner Waddell and seconded by Commissioner Pankonin to approve the re-plat of Forestridge 1st Addition, Blocks 1-4.

Following brief discussion, the vote was as follows:

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

NAY: Commissioners Janzen and Ezzell.

Chief Financial Officer Erin Crawford noted that at the meeting of March 20, 2018, commissioners voted to approve the purchase of #1 Woodlands Drive. This item was for the appropriation for the funding to secure that property.

Motion was made by Commissioner Wilson and seconded by Commissioner Ezzell to approve a resolution amending the 2017-2018 General Fund Budget by appropriating additional funds in the amount of \$265,000.00 to increase the 2017-2018 appropriated amounts for the General Fund Capital Replacement Department, and the vote was as follows:

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

NAY: None.

A hearing was held regarding the appeal of Mr. Rodney Phillips, pursuant to Title 4, Chapter 4, Section 4-4-3 of the Enid Municipal Code, 2014, regarding the City Manager's determination that 210 East Illinois Avenue has become a nuisance and should be abated.

Property Inspector Cary Huffhines provided a presentation regarding the property located at 210 East Illinois Avenue, between 2nd and 3rd Streets, and owned by Mr. Rodney Phillips. She provided photos to show the condition of the property, and explained that she had made contact with Mr. Phillips several times, and he had indicated that he was not going to clean the property. A case history was provided, and the timeline began at January 9, 2018, when Ms. Huffhines observed trash and debris at the location. At this time she posted the property and sent a letter to the property owner. Upon re-inspection on January 24, 2018, there was no progress observed at the location. At this time, she acknowledged that she and the Code Official were refused access to the property by Mr. Phillips, and it was determined that

they should move on to the abatement of the property, since they could not get on the property to inspect. As of January 31, 2018, the trash and debris remained and a notice of violation was sent for Public Nuisance Abatement, which allowed for ten days to clean the property. A re-inspection on March 7, 2018 presented no change in the condition of the property, and on March 9th the City Manager declared the property a nuisance. March 20, 2018 was the deadline for compliance, but on March 16th Mr. Phillips submitted a written appeal to the City Attorney. As of April 3rd, the property remained in the same condition.

A list that contained a total of sixteen violations that had been documented on the property since 2007 was presented, and included the following:

- Nine instances of high grass & weeds and trash & debris – which resulted in one complaint filed in 2016 and a fine of \$104.00 assessed. The property owner completed community service to pay the fine.
- Three instances of inoperable vehicles – which resulted in the filing of two complaints and a fine of \$104.00 assessed.
- Two instances of open storage/care of premises.
- One infraction regarding zoning, due to animals on the property.
- The current issue with the property being deemed a nuisance.

Ms. Huffhines noted that one tool that was used when providing a case history was Google Earth, which allowed her to create a timeline when documenting the condition of the property. She also noted that there were times when Mr. Phillips removed some items, but at the next inspection, the items were back on the property again. It was noted that at times there were many animals kept in cages on the property.

Mr. Rodney Phillips addressed commissioners regarding the appeal of the nuisance determination of his property. He explained that his property was under a grandfathered law and he had a permit from the City to keep his animals. He noted that he needed the animals on his lots to help keep the grass down, and also for his depression. He stated that his depression got worse every time the City came to his property to tell him what he needed to do. He explained that he wanted his goats back on the property.

Mr. Phillips explained that he knew that he needed help cleaning his property up, but he wanted his goats back so that he wouldn't have another problem with the grass and weeds getting too tall. He spoke, at length, regarding his animals.

Commissioner Wilson explained that this hearing was not as much about the animals as it was the cleaning of the property. The problem that the Code Department had with this property was that there were a lot of things that needed to be cleaned up, and that Mr. Phillips told them that he was not going to clean it up.

Mr. Phillips stated that he told City staff that if he gets his goats back, he might be happy to help clean up everything. He further stated that he needed help because he had a bad back.

City Attorney Carol Lahman noted that in Section 4-4-3(A)(2) of the Enid Municipal Code, it stated that if it was found that there was a nuisance, the property owner was to be given time to abate the nuisance. It was not an ordinance that would allow the City to immediately abate it.

City Manager Jerald Gilbert asked Mr. Phillips how much time that he might need to abate his situation, and noted that the City had always been willing to work with him, but the reason that he was here at this venue was because he was not willing to work with them.

Mr. Phillips stated that he had said that he would work with the City, if they would work with him to get his goats back.

It was noted by Mr. Gilbert that the goat issue was an issue that had already been determined, and was separate from the cleaning of the property.

Ms. Lahman explained that there were different processes, and the process that was being used was the City Manager Abatement Process. They could choose to do a clean-up with the fees added to the tax rolls or choose this current process, which required the City to give the property owner a chance to clean up the property. If the commission determined that the property needed to be abated, her suggestion was to clean the property up before talking about the goats, because with everything on the property, it was not a safe place for the goats.

Following brief discussion, the hearing concluded.

Motion was made by Commissioner Ezzell made a motion to uphold the City Manager's determination that the property had become a nuisance and should be abated, and allow Mr. Phillips ninety (90) days to do so.

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

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

NAY: None.

Code Official Angela Rasmuson noted that if Mr. Phillips was willing, City staff could put him in touch with some of the groups that they utilize that help citizens that can't take care of the clean up due to medical issues.

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

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

NAY: None.

- (1) Acceptance of warranty deed for #1 Woodlands Drive located in Lot One, Block One, Woodlands Subdivision, of the city of Enid, Garfield County, Oklahoma from Denise Ann Bares, Trustee of the Dean E. Bomholt Inter Vivos Trust of January 15, 1981, in the amount of \$247,900.00;
- (2) Approval of contract award for Project No. F-1809C, Willow Road West of 66th Street Bridge Replacement, to the lowest responsible bidder, JE Dirt Wurx, LLC, Waggoner, Oklahoma, for the Base Bid in the amount of \$192,800.00;
- (3) Acceptance of the following described Sidewalk and Utility Easement from Mr. Todd Vaverka, a 25' by 25' triangle totaling 312.5 SF located on the southwest corner of East Maple Avenue and North 24th Street, for Project No. M-1707, 2017 ADA Compliance, in the amount of \$2,450.00;
- (4) Acceptance of work as completed by Henson Construction in Project No. P-1601A, Don Haskins Park Trailhead;
- (5) Approval of contract award for Project No. W-1801C, Broadway Avenue Waterline Relocation, US-81 to Washington Street, to the lowest responsible bidder, Cimarron Construction Company, LLC, Oklahoma City, Oklahoma for a base bid in the amount of

\$350,183.60 and Alternate 1 in the amount of \$273,142.40, for a total contract amount of \$623,326.00;

- (6) Approval of design for the train tunnel mural at Meadowlake Park, and funding in an amount up to \$250.00;
- (7) Allowance of the following claims for payment as listed:

(List Claims)

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, Trust Attorney Carol Lahman and Secretary Alissa Lack.

ABSENT: None.

Motion was made by Trustee Ezzell and seconded by Trustee Janzen to approve a resolution increasing the 2017-2018 Fiscal Financial Plan for the Enid Municipal Authority in the amount of \$265,000.00, 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 Norwood 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, Trust Manager Jerald Gilbert, Trust Attorney Carol Lahman, and Secretary Alissa Lack.

ABSENT: None.

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

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

NAY: None.

(List Claims)

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

- TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY –

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

ABSENT: None.

Motion was made by Trustee Janzen and seconded by Trustee Ezzell to approve Change Order No. 1 with the Oklahoma Department of Transportation (ODOT) to Creative Bus Sales, for three new passenger buses, in the amount of \$3,600.00, and the vote was as follows:

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

NAY: None.

Motion was made by Trustee Wilson 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 reconvene as the Enid City Commission.

- MAYOR AND BOARD OF COMMISSIONERS -

Ms. Diane Levesque, 1324 West Oak Avenue, addressed Commissioners regarding the increase of sales revenues, and being able to afford the Kaw Lake project due to sales tax that was put in place for the project. She expressed concern regarding Animal Control and trapped skunks, the life span of the Kaw pipeline and the decisions made by future commissioners, the funding of Main Street Enid, and spring cleanup.

Motion was made by Commissioner Ezzell and seconded by Commissioner Pankonin to convene into Executive Session, pursuant to 25 O.S. 307(C)(10) to hear a presentation by Rickey Hayes of Retail Attractions LLC, the City of Enid's Retail Consultant, because public disclosure could interfere with the development of economic development proposals would violate the confidentiality of business, and the vote was as follows:

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

NAY: Commissioner Janzen.

The meeting convened into Executive Session at 7:45 P.M.

In Executive Session, the Commission discussed economic development matters.

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

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

NAY: None.

The meeting reconvened into regular session at 8:17 P.M.

Motion was made by Commissioner Wilson and seconded by Commissioner Waddell to convene into Executive Session, pursuant to 25 O.S. 307(B)(4) to discuss City of Enid v. Freddie and Kathryn Lorenz, CV-2013-49, pending litigation, and to engage in confidential communications with its' attorney concerning this case because disclosure would impair the ability of the public body to proceed appropriately and the vote was as follows:

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

NAY: None.

Commissioner Ezzell abstained from the vote.

The meeting convened into Executive Session at 8:18 P.M.

In Executive Session, the Commission discussed pending litigation. Commissioner Ezzell was absent from this portion of Executive Session.

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

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

NAY: None.

Commissioners Ezzell and Wilson were absent from the vote.

The meeting reconvened into regular session at 9:26 P.M.

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

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

NAY: None.

Commissioners Ezzell and Wilson were absent from the vote.

The meeting adjourned at 9:27 P.M.

City Commission Meeting

5.5.

Meeting Date: 05/01/2018

Submitted By: Alissa Lack, City Clerk

SUBJECT:

CONSIDER APPOINTMENTS TO THE LIBRARY BOARD AND FIRE CIVIL SERVICE COMMISSION.

BACKGROUND:

The City Clerk has advertised for vacancies to the board and commission listed above. The following appointments are to be considered:

Library Board - Two vacancies to be filled by any interested resident of the city of Enid. Mr. Bert Clampitt and Ms. Nancy Jewell are incumbents. Ms. Jewell is term limited. Mr. Clampitt seeks reappointment. Applications have also been received from Mr. Eli Carpenter, Ms. Renae Lewis, Ms. Carolyn Poplin, Ms. Joyce Powell, Ms. Jennifer Stebly, and Ms. Amber Weese. The successful applicants will serve on the board through May 2021. Applications and ballot are attached for consideration.

Fire Civil Service Commission - One vacancy to be filled by a citizen of the city of Enid. Mr. Todd Earl is the incumbent, and seeks reappointment. An application has also been received from Mr. Tom Layne. The successful candidate will serve on the commission through May 19, 2024. Applications and ballot attached for consideration.

RECOMMENDATION:

Consider appointments.

PRESENTER:

Jerald Gilbert, City Manager

Attachments

Ballot & Applications - FCSC

Applications & Ballot - Library Board

**BOARDS AND COMMISSIONS
MAY 1, 2018**

**BALLOT
FIRE CIVIL SERVICE COMMISSION**

TODD EARL

TOM LAYNE

Vote for one (1) to fill vacancy.

CIRCLE & INITIAL

Janzen

Norwood

Ezzell

Waddell

Wilson

Pankonin

Mayor Shewey

CITY OF ENID
ADVISORY COMMISSION APPLICATION FORM
FIRE CIVIL SERVICE COMMISSION

NAME Todd Earl

HOME ADDRESS 2727 Redbird Lane

MAILING ADDRESS same

HOME PHONE (580) 237-5218 BUSINESS PHONE (580)-233-3512

*No longer
w/ this employer*
Cell 747-4035

DRIVER'S LICENSE # 081178728 COMMISSION WARD 6

HAVE YOU EVER BEEN CONVICTED OF A CRIME (OTHER THAN TRAFFIC OFFENSES)?
IF SO, WHAT, WHEN, AND WHERE? No

ARE YOU CURRENTLY UNDER A SUSPENSION OR DEFERRED SENTENCE (OTHER
THAN TRAFFIC OFFENSES)? IF SO, WHAT, WHEN, AND WHERE? No

CIVIL, PROFESSIONAL & COMMUNITY ACTIVITIES attached

OTHER COMMENTS _____

REFERENCES

Bud Nicholas

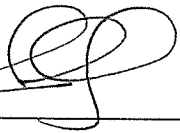
Doug Frantz

4-23-18 - Yes

AUTHORIZATION FOR BACKGROUND INFORMATION

I authorize the City of Enid and its agents to investigate me and to request and receive any information concerning me, including, but not limited to, a criminal history. I further release, discharge and hold harmless the City of Enid, its agents, its employees, officers and representatives of any kind, from any and all claims, liability, damages and responsibility of whatever kind or nature arising out of, or in connection with, any act or omission and any such investigation, or compliance with this authorization and request to release information or any attempt to comply with it. This paragraph applies to any negligence, comparative negligence, sole negligence, concurrent negligence, error, or omission. I have voluntarily signed this release to assist in the evaluation of my qualifications for appointment to the Fire Civil Service Commission.

I agree that if any investigation at any time reveals that I have provided false information to, or amended information from the City of Enid, then the City may take action to remove me from the Fire Civil Service Commission, without liability.



SIGNATURE

2 March 2015
DATE

Return application to: City Clerk
401 W. Owen K. Garriott Road or: PO Box 1768
Enid, OK 73701 Enid, OK 73702
lparks@enid.org
FAX: 580-242-7760

Biographical Information

Todd Earl

2727 Redbird Lane
Enid, OK 73703
(580) 237-5218

Education:

Enid High School, May, 1980
Oklahoma State University July, 1984 - BS - Finance
Graduate School of Banking of the South, Louisiana State University, June, 1995

Wife – Cindy, children – Jason, 25, Cort, 23, Kristina, 22, Cody, 21, Casper, 8

Employment

Home Savings Bank, Lawton, Management Trainee – August, 1984 – August, 1985
AmQuest Bank - Duncan, various positions, most recently Vice President – Commercial Lending - August, 1985 - August, 1997
NBC Oklahoma - President - August, 1997 – present

Professional Affiliations

American Bankers Association - America's Community Bankers Council, member since 2003,
Administrative Committee since 2006 - 2009
Oklahoma Bankers Association – Member, Government Relations Council, 2007 – present
American Bankers Association Education Foundation 2009 - 2012

Current Board Positions

Northwest Oklahoma Osteopathic Foundation – Trustee
Organizing Committee – Enid Charity Ball 2003 – present (Past Chairman)
Chisholm Foundation – Board Member

Previous Board Affiliations

Cherokee Strip Regional Heritage Center – Board Member 2011 - 2014
United Way of Enid and Northwest Oklahoma – President
Cherokee Strip Community Foundation – President
2008 United Way Campaign Co-Chair with wife, Cindy
Chairman – Greater Enid Chamber of Commerce
President – Enid Public Schools Foundation
President – Enid Arts & Sciences Foundation
Vice President – Enid Symphony Orchestra
Board Member – Enid Metropolitan Commission
Member – Vance Development Authority
Member – Salvation Army

Civic Activities

- Honorary Chairman - March of Dimes 1999 WalkAmerica, 1996 and 1997 Walk Chairman
- United Way, Allocations Committee Chairman/Loaned Executive/Solicitor/Professional Division Chairman
- Y's Guys Academic Bowl Competition – Moderator/Judge
- Honorary Commander – 32nd FTS, Vance Air Force Base, 1 Nov 2000 – 31 Dec 2003
- Chairman, 2001 Eisenhower School Sales Tax Campaign
- Chairman – Yes, Kids, Yes Enid 2003 Enid Public Schools Bond Issue/Sales Tax Campaign
- Chairman – Building on Success 2007 Enid Public Schools Bond Issue Campaign
- Member – Enid Public Schools 2010 Bond Issue Leadership Team

Other Activities

Coach Youth Sports – Baseball, Basketball and Soccer (20, 7 and 6 years, respectively)
Elementary Reading Program – Volunteer (13 years)
Youth Group Sponsor – First United Methodist Church

CITY OF ENID
ADVISORY COMMISSION APPLICATION FORM

FIRE CIVIL SERVICE COMMISSION

NAME Thomas "Tom" L. Kayre Jr.

HOME ADDRESS 1320 W. Oklahoma Enid, OK 73703

MAILING ADDRESS _____

HOME PHONE 580-402-5741 BUSINESS PHONE 580-599-6318

DRIVER'S LICENSE # K081871237 COMMISSION WARD _____

HAVE YOU EVER BEEN CONVICTED OF A CRIME (OTHER THAN TRAFFIC OFFENSES)?
IF SO, WHAT, WHEN, AND WHERE? NO

ARE YOU CURRENTLY UNDER A SUSPENSION OR DEFERRED SENTENCE (OTHER
THAN TRAFFIC OFFENSES)? IF SO, WHAT, WHEN, AND WHERE? NO

CIVIL, PROFESSIONAL & COMMUNITY ACTIVITIES Boy Scouts

OTHER COMMENTS _____

REFERENCES

Myrl T. Montross David Hamerton

AUTHORIZATION FOR BACKGROUND INFORMATION

I authorize the City of Enid and its agents to investigate me and to request and receive any information concerning me, including, but not limited to, a criminal history. I further release, discharge and hold harmless the City of Enid, its agents, its employees, officers and representatives of any kind, from any and all claims, liability, damages and responsibility of whatever kind or nature arising out of, or in connection with, any act or omission and any such investigation, or compliance with this authorization and request to release information or any attempt to comply with it. This paragraph applies to any negligence, comparative negligence, sole negligence, concurrent negligence, error, or omission. I have voluntarily signed this release to assist in the evaluation of my qualifications for appointment to the Fire Civil Service Commission.

I agree that if any investigation at any time reveals that I have provided false information to, or amended information from the City of Enid, then the City may take action to remove me from the Fire Civil Service Commission, without liability.


SIGNATURE

1-19-17
DATE

Return application to: City Clerk
401 W. Owen K. Garriott Road or: PO Box 1768
Enid, OK 73701 Enid, OK 73702
lparks@enid.org
FAX: 580-242-7760

**BOARDS AND COMMISSIONS
MAY 1, 2018**

**BALLOT
LIBRARY BOARD**

ELI CARPENTER	<input type="checkbox"/>	BERT CLAMPITT	<input type="checkbox"/>
RENAE LEWIS	<input type="checkbox"/>	CAROLYN POPLIN	<input type="checkbox"/>
JOYCE POWELL	<input type="checkbox"/>	JENNIFER STEBLY	<input type="checkbox"/>
AMBER WEESE	<input type="checkbox"/>		

Vote for two (2) to fill vacancies.

CIRCLE & INITIAL

Janzen
Norwood
Ezzell
Waddell
Wilson
Pankonin
Mayor Shewey



CITY OF ENID
ADVISORY COMMISSION APPLICATION FORM

NAME Eli Carpenter

HOME ADDRESS 2029 Lantern Ln Enid Ok 73703

MAILING ADDRESS Same

HOME PHONE 406 750 5625 BUSINESS PHONE _____

EMAIL ADDRESS elimagee@gmail.com

COMMISSION WARD _____

ADVISORY COMMISSION PREFERENCE(S):

Library

RESIDENCE HISTORY: finished High school
4 Associates Completed in I.T.
almost completed Bachelors in I.T.

EDUCATIONAL BACKGROUND: 4418 Redpath Dr. (vance AFB) 1 year
2029 Lantern Ln (Heritage Hills) 2 years

WORK HISTORY: I am currently a stay at home dad. I
work on computers in my spare time. I volunteer at the
clinic on Vance AFB with their I.T. department from time to time.
I ~~was~~ served in the Air National Guard of Montana for 7 years before
moving to Enid.

CIVIC, COMMUNITY ACTIVITIES: _____
I participate in library Activities with my child, am
active in the Scouting Program at my Church, and
am on the Committee for my HOA (at Heritage Hills)

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: _____

None

REASONS FOR WANTING TO SERVE ON ABOVE COMMISSION(S): _____

I come often to the library with my child for books and activities. I have a vested interest in ~~having~~ current library programs and in improving and enhancing experiences for our children.

REFERENCES:

Karen Boardman (Library)

Maj. Julie Carpenter (Vance AFB) — 406 217 4719

OTHER COMMENTS: _____

RESUME ATTACHED: (YES) _____ (NO) X

[Signature]
SIGNATURE

April 18 2018
DATE

Return application to:

City Clerk
401 W. Owen K. Garriott Road or: PO Box 1768
Enid, OK 73701 Enid, OK 73702
alack@enid.org
FAX: 580-242-7760

1:31pm 2-10-09
Linda Parks
CITY CLERK by UB

CITY OF ENID

ADVISORY COMMISSION APPLICATION FORM

2-4-10 YCS
YES 3-19-10
YES 10-10-10

7 2010 10 15 20

NAME Bert H. Clappitt

HOME ADDRESS 1916 W. Maine

MAILING ADDRESS 1916 W. Maine, Enid, OK 73703

HOME PHONE 237-3896 BUSINESS PHONE

COMMISSION WARD

ADVISORY COMMISSION PREFERENCE(S):

Library Board

RESIDENCE HISTORY: Born in Enid
Lived in Enid past 5 years

EDUCATIONAL BACKGROUND: BS - Univ of Oklahoma
PhD - Iowa State University

WORK HISTORY: Gulf Oil, Pennzoil, Oak Ridge
National Lab

CIVIC, COMMUNITY ACTIVITIES: IRAB board Vanda
church
Symphony Orchestra Board
Gaslight Theater patron

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE:

None

REASONS FOR WANTING TO SERVE ON ABOVE COMMISSION(S): _____

*Need to make the library a vital part of
our community - always enjoyed the public library*

REFERENCES:

Chris P. ... - Garretts Road Book Club

Marilyn ... - Vance

OTHER COMMENTS: _____

RESUME ATTACHED: (YES) _____ (NO) X

Had to furnish, if needed

Bert H. Clough
SIGNATURE

2/10/09
DATE

Return application to: City Clerk
401 W. Owen K. Garriott Road or: PO Box 1768
Enid, OK 73701 Enid, OK 73702
FAX: 580-242-7760



CITY OF ENID
ADVISORY COMMISSION APPLICATION FORM

NAME Renae Lewis
HOME ADDRESS 4816 Minco Rd, Enid, OK 73701
MAILING ADDRESS 4816 Minco Rd, Enid, OK 73701
HOME PHONE 405-401-1727 BUSINESS PHONE - Same -
EMAIL ADDRESS denrae@gmail.com
COMMISSION WARD _____

ADVISORY COMMISSION PREFERENCE(S):

Enid Public Library

RESIDENCE HISTORY: I have lived most of my life in Oklahoma, but lived in Alaska on & off for 7 years with my husband between stations at Vance

EDUCATIONAL BACKGROUND: I have a Bachelors from OU in Business Administration. I also have a Masters from UCO in Forensic Science.

WORK HISTORY: I worked in the Forensics field until getting married & starting a family. Then I began working in education once my kids started School.

CIVIC, COMMUNITY ACTIVITIES: I teach art classes & am on the Board of Creative Arts Enid. I have led Vance Spouse Squadron Groups & planned charity auctions for the base VSG. I was also the Mayor Coordinator for all of the housing neighborhoods on the Joint Army / Air Force Base in Alaska.

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: _____

I have served on the Board of Creative Arts
Enid for approximately 1 year.

REASONS FOR WANTING TO SERVE ON ABOVE COMMISSION(S): I have a

real passion for education, especially
literature in education. I also love being
involved in the community & planning activities
to benefit it. I also adore working with & for families.

REFERENCES:

<u>Jessica Sudlow</u>	<u>785-483-1693</u>
<u>Barbara Crook</u>	<u>580-822-5484</u>

OTHER COMMENTS:

I am an active library user
and am always so impressed with all of
their ideas & events! I would love to be
more involved.

RESUME ATTACHED: (YES) _____ (NO) _____

R Lewis
SIGNATURE

4-24-18
DATE

Return application to:

City Clerk
401 W. Owen K. Garriott Road or: PO Box 1768
Enid, OK 73701 Enid, OK 73702
FAX: 580-242-7760



CITY OF ENID
ADVISORY COMMISSION APPLICATION FORM

NAME CAROLYN POPLIN

HOME ADDRESS 1413 SUGGETT

MAILING ADDRESS SAME

HOME PHONE 237-4168 BUSINESS PHONE _____

COMMISSION WARD _____

ADVISORY COMMISSION PREFERENCE(S):

SPECIAL SALES TAX OVERSIGHT LIBRARY BOARD/PUB ARTS COMM
HISTORIC PRESERVATION VANCE DEVELOPMENT AUTH

RESIDENCE HISTORY: 1413 SUGGETT FROM 2010 TO TODAY;
1718 W. RANDOLPH FROM 1980 TO 2010

EDUCATIONAL BACKGROUND: B.S IN BUSINESS ADMIN

WORK HISTORY: 39 YRS FOR MAJOR CONTRACTOR AT VANCE AFB

CIVIC, COMMUNITY ACTIVITIES: POLLING PLACE OFFICER

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: _____

REASONS FOR WANTING TO SERVE ON ABOVE COMMISSION(S): TO GIVE BACK
TO MY COMMUNITY

REFERENCES:

MABLE CARPENTER 233-173
ANNETTE RADOMSKI 616-7295

OTHER COMMENTS: _____

RESUME ATTACHED: (YES) _____ (NO) ✓

Coralyn Poplin
SIGNATURE

13 May 2017
DATE

Return application to: City Clerk
401 W. Owen K. Garriott Road or: PO Box 1768
Enid, OK 73701 Enid, OK 73702
alack@enid.org
FAX: 580-242-7760



CITY OF ENID
ADVISORY COMMISSION APPLICATION FORM

NAME Joyce Powell
 HOME ADDRESS 2700 N. Van Buren #23
 MAILING ADDRESS 2700 N. Van Buren #23
 HOME PHONE 580-402-4979 ^{Cell} ~~Hand line~~ BUSINESS PHONE 580-279-3013
 EMAIL ADDRESS cjapowell@yahoo.com
 COMMISSION WARD _____

ADVISORY COMMISSION PREFERENCE(S):

Library Board _____

RESIDENCE HISTORY: paternal grandparents, made CS Run
in 1893

EDUCATIONAL BACKGROUND: Billings High School graduate 1958
Phillips University graduate 1962 and 1970

WORK HISTORY: Enid public school teacher 1962-~~1990~~ ²⁰⁰⁰

CIVIC, COMMUNITY ACTIVITIES: Bible Baptist Church 1958-Present
Many teacher organizations

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: _____

None

REASONS FOR WANTING TO SERVE ON ABOVE COMMISSION(S): *was asked*

to serve

REFERENCES:

Library staff

OTHER COMMENTS:

I have been a life long reader and educator. My uncle Ferrell Emmitt Long donated to this library.

RESUME ATTACHED: (YES) _____ (NO)

Joyce Powell
SIGNATURE

DATE

Return application to:

City Clerk
401 W. Owen K. Garriott Road or: PO Box 1768
Enid, OK 73701 Enid, OK 73702
alack@enid.org
FAX: 580-242-7760



CITY OF ENID
ADVISORY COMMISSION APPLICATION FORM

NAME Jennifer M. Stebly
HOME ADDRESS 1320 N. Oakwood Rd. Enid, Ok. 73703
MAILING ADDRESS - Same as above -
HOME PHONE (970) 302-6869 BUSINESS PHONE ---
EMAIL ADDRESS Cureff@gmail.com
COMMISSION WARD 6

ADVISORY COMMISSION PREFERENCE(S):

Library Advisory Board

RESIDENCE HISTORY: Current address Jan 2016 - present
4318 Rampart Enid OK Nov 2009 - Jan 2016
Arvada, CO. Aug 2004 - Nov 2009
Fl. Collins, CO. May 2003 - Aug 2004

EDUCATIONAL BACKGROUND: University of Northern Colorado
Aug 1999 - May 2003 - Greeley, CO. -
Stratton High School Aug 1995 - May 1999
- Stratton, CO. -

WORK HISTORY: Stay at Home Mom June 2014 - present
Drummond Public Schools Sept 2010 - June 2014 Drummond, CO.
St. Joan of Arc ELC Aug 2004 - Nov. 2009 Arvada, CO.

CIVIC, COMMUNITY ACTIVITIES:

Children's religious class for Our lady of Fatima
Catholic Church - Lakewood, CO. 2007-2009
Youth Group (Teen) Volunteer St. Gregory's Catholic Church
2010-2012 Enid, OK.
Vacation Bible School Volunteer St. Joan of Arc Catholic Church
2004-2009 Arvada, CO.
Music Ministry Volunteer St. Joan of Arc Catholic Church

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: _____

-None-

REASONS FOR WANTING TO SERVE ON ABOVE COMMISSION(S): Our family is
heavily involved in the Children's programs/activities as well as being
avid patrons on the library. I would like to use my experience
in the education system to help contribute to increasing patronage,
expanding programs & funding, and ensuring accessibility to all citizens
in the area. I believe this library is a wonderful asset to our community
& I would like to play a small part in continuing the progress that has
REFERENCES: already been made.

Dr. Mike Woods (405) 853-4321

Judy Hill (580) 493-2890

Karen Boardman (580) 234-6313

Jenny Regier (580) 234-6313

OTHER COMMENTS: _____

RESUME ATTACHED: (YES) (NO) _____

Jeanette Plitt
SIGNATURE

April 25th 2018
DATE

Return application to:

City Clerk
401 W. Owen K. Garriott Road or: PO Box 1768
Enid, OK 73701 Enid, OK 73702
alack@enid.org
FAX: 580-242-7760

JENNIFER M. STEBLY

1320 N. Oakwood Rd. Enid, OK 73703 | (970) 302-6869 | cureff@gmail.com

OBJECTIVE

To obtain a position on the Library Advisory Board for the Enid Public Library. To use my skills and experience to help contribute to increasing patronage, expanding programs/funding, and ensuring accessibility to all citizens in the area.

SKILLS & ABILITIES

- Effective communication
- Understanding of Child development
- Works effectively within a team
- Proficient with social media as a form of communication, fund raising, and promoting

WORK EXPERIENCE

June 2014-present *Since resigning from my last position at Drummond Elementary, I have been a stay at home mom. In addition I am currently homeschooling my two preschool age children.*

Aug. 2013-
June 2014 *Pre-K teacher, Drummond Elementary School-Drummond, OK*

August 2011-
June 2013 *TK teacher, Drummond Elementary School-Drummond, OK*

September
2010-June
2011 *TK/1 Teacher's aide, Drummond Elementary School-Drummond, OK*

August 2004-
November
2009 *Pre-K Teacher, St Joan of Arc ELC-Arvada, CO*

EDUCATION

Aug 1999- Studied Early Childhood Education and Development
May 2003 University of Northern Colorado-Greeley, CO

August 1995- Attended Stratton High School-Stratton, CO
May 1999

COMMUNICATION

Consistently and effectively held parent-teacher conference for all of my students during the ten years I was teaching in the classroom.

LEADERSHIP

Was chosen on two separate occasions to help with the preliminary application and interview process for new teacher hires at Drummond Public Schools under Dr. Mike Woods.

Was on the curriculum committee for adapting new teaching tools and curriculum for the early childhood education classrooms at Drummond Public Schools. Was asked to implement several new programs in my classroom for a period of time and then provide feedback to other teachers and administration.

Worked as a part of the team at Drummond Public Schools to develop levels and goal rewards for the students participating in the Accelerated Reader program.



**CITY OF ENID
ADVISORY COMMISSION APPLICATION FORM**

NAME Amber Weese

HOME ADDRESS 514 S. Roosevelt Enid OK 73703

MAILING ADDRESS Same

HOME PHONE 580-603-1849 **BUSINESS PHONE** 580-233-3535

EMAIL ADDRESS Home: amwjax0613@gmail.com Work: aweese@cnb-ok.com

COMMISSION WARD 1

ADVISORY COMMISSION PREFERENCE(S):

Library Board

RESIDENCE HISTORY: 514 S. Roosevelt Enid OK 73703 - 6 years

EDUCATIONAL BACKGROUND: Enid High School
Southwestern Oklahoma State University - Weatherford Oklahoma

WORK HISTORY: Central National Bank and Trust - 7 years
Lowe's Home Improvement - 6 years

CIVIC, COMMUNITY ACTIVITIES: Ambassador with Enid Chamber of Commerce
Member of the Hoove Elementary School PTO
Member of Friends of the Library (starting in May)
Volunteer with the Welcome Table and Central Assembly of God

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: _____

REASONS FOR WANTING TO SERVE ON ABOVE COMMISSION(S): I have always loved the library. It was somewhere I could go and loose myself in stories I grew to love. I want to see the library flourish. It would warm my hear to see the kids of today enjoy something that I enjoyed growing up.
My son shares the same love fore books that i have, and now I can take him somewhere and share the history.
I am always looking for a way to give back to my community.

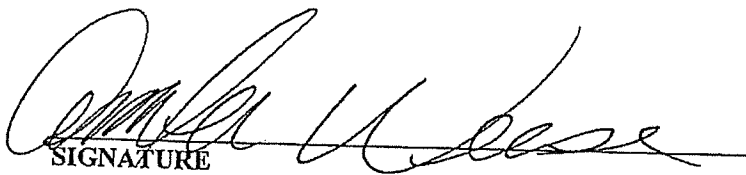
REFERENCES:

Sandra West - 214-336-4196
Brett Easter - 405-802-1574

Heather Bronaugh - 417-317-1368
Kim Mahoney - 318-488-0925

OTHER COMMENTS: _____

RESUME ATTACHED: (YES) _____ (NO) x


SIGNATURE

4/23/2018
DATE

Return application to: City Clerk
401 W. Owen K. Garriott Road or: PO Box 1768
Enid, OK 73701 Enid, OK 73702
alack@enid.org
FAX: 580-242-7760

City Commission Meeting

6.1.

Meeting Date: 05/01/2018

Submitted By: Alissa Lack, City Clerk

SUBJECT:

CONSIDER A RESOLUTION AUTHORIZING THE ENID MUNICIPAL AUTHORITY (EMA) TO PURCHASE A LETTER OF CREDIT FOR THE PURPOSE OF LANDFILL FINANCIAL ASSURANCE AS REQUIRED BY THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ).

BACKGROUND:

This is a companion item to 10.1. ODEQ requires all landfill sites to comply with all ODEQ regulations, including annual submittal of closure and post-closure plans and associated cost estimates. The cost estimates require EMA's landfill, under solid waste permit 3524006 to have a financial assurance mechanism in place. The mechanism secures funding to complete the required ODEQ closing and monitoring processes when the landfill site has reached capacity.

The current ODEQ approved closure estimate is \$3,760,854.63 and the post-closure maintenance cost estimate is \$1,400,131.07. The total of \$5,160,985.70 is required to be covered with financial assurance. Staff has reviewed all available financial assurance mechanisms and deemed the letter of credit to be the most viable and lowest cost option at a rate of \$25,804.93 to assure the \$5,160,985.70 cost estimate.

RECOMMENDATION:

Discuss and take necessary action.

PRESENTER:

Erin Crawford, Chief Financial Officer

Attachments

Resolution

RESOLUTION

A RESOLUTION APPROVING THE INCURRENCE OF INDEBTEDNESS BY THE ENID MUNICIPAL AUTHORITY (THE "AUTHORITY") ISSUING ITS LETTER OF CREDIT IN THE AMOUNT OF \$5,160,985.70 FOR THE PURPOSE OF FINANCIAL ASSURANCE ON SOLID WASTE PERMIT 3524006 (THE "NOTE"); PROVIDING THAT THE ORGANIZATIONAL DOCUMENT CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE NOTE INDENTURE AUTHORIZING THE ISSUANCE OF SAID NOTE; WAIVING COMPETITIVE BIDDING WITH RESPECT TO THE SALE OF SAID NOTE AND APPROVING THE PROCEEDINGS OF THE AUTHORITY PERTAINING TO THE SALE OF SAID NOTE; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA:

SECTION 1. INDEBTEDNESS AUTHORIZED. The Enid Municipal Authority (the "Authority") is hereby authorized to incur an indebtedness by the issuance of its Letter of Credit, in the amount of \$5,160,985.70 (the "Note"), according to the terms and conditions of a Note Indenture by and among the Authority, Security National Bank, as Issuer of the Note, provided that said Note shall never constitute a debt of the City.

SECTION 2. ORGANIZATIONAL DOCUMENT SUBJECT TO NOTE INDENTURE. The organizational document creating the Authority, is hereby made subject to the terms of the Note Indenture authorizing the issuance and securing the payment of the Note as more fully described in Section 1 hereof.

SECTION 3. WAIVING COMPETITIVE BIDDING; APPROVAL OF SALE PROCEEDINGS. The waiving of competitive bidding for the purchase of the Note by the Authority to Security National Bank is hereby approved.

SECTION 4. AUTHORIZING EXECUTION. The Mayor or Vice Mayor and City Clerk or Deputy City Clerk of the City representing the City at the closing of the above-referenced note

issue are hereby authorized to approve and make any changes to the documents approved by this Resolution, for and on behalf of the City, the execution and delivery of such documents being conclusive as to the approval of any changes contained therein by the City; and to execute and deliver on behalf of the City any and all certifications and documentation necessary or attendant to the delivery of the Note, as directed by Bond Counsel.

[Remainder of Page Intentionally Left Blank]

PASSED AND APPROVED THIS 1ST DAY OF MAY, 2018.

ENID MUNICIPAL AUTHORITY

By: _____
Mayor

(SEAL)

ATTEST:

By: _____
City Clerk

City Commission Meeting

6.2.

Meeting Date: 05/01/2018

Submitted By: Erin Crawford, Chief Financial Officer

SUBJECT:

CONSIDER AWARD OF A PROFESSIONAL SERVICE CONTRACT WITH RSM US LLP, OKLAHOMA CITY, OK, IN THE AMOUNT OF \$86,600.00 TO COMPLETE FINANCIAL STATEMENT PREPARATION; THE INDEPENDENT AUDITOR'S REPORT ON THE FINANCIAL STATEMENTS OF THE CITY OF ENID, OKLAHOMA AND ITS RELATED AUTHORITIES; COMPLETE THE SINGLE-AUDIT COMPLIANCE AUDIT; AND THE STATE AUDITOR AND INSPECTOR FORM 2643.

BACKGROUND:

This is a companion item to 16.1. The City of Enid solicited proposals to conduct the 2017-2018 audit and complete the Independent Auditor's Report on the financial statements of the City of Enid and its related authorities no later than December 31, 2018 with an option to renew annually.

Proposals were sent to 12 audit firms on the approved Oklahoma Board of Accountancy government auditor list. Two proposals were received from Arledge & Associates, P.C., Edmond, OK and RSM US LLP, Oklahoma City, OK. The proposals are on file in the office of the City Clerk. The selection committee determined RSM US LLP was the best qualified firm to deliver the required services.

Total compensation for these services will not exceed \$86,600.00 for the 2017-2018 audit services, which represents a decrease of \$7,900.00 from the 2016-2017 audit service fee or an approximate 8% reduction.

RECOMMENDATION:

Select RSM US LLP to conduct the 2017-2018 audit services in the amount of \$86,600.00 with an option to renew annually and authorize the Mayor to execute all documents.

PRESENTER:

Erin Crawford, Chief Financial Officer

Fiscal Impact

Budgeted Y/N: Y
Amount: \$86,600.00
Funding Source:
General Fund

Attachments

Arrangement Letter
SAI Arrangement Letter
Audit Professional Services Proposal Tab



April 27, 2018

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

RSM US LLP

210 Park Avenue
Suite 1725
Oklahoma City, OK 73102
T +1 405 239 7961
F +1 405 235 0042
www.rsmus.com

Attention: Finance Committee

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the City of Enid's (the City) governmental activities, business-type activities, each major fund and aggregate remaining fund information as of and for the year ended June 30, 2018 which collectively comprise the basic financial statements. Our audit will also include required supplementary information and other supplementary information presented by the City. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements. We will also report on whether certain supplemental information (statement of changes in assets and liabilities-agency funds and schedule of expenditures of federal awards) is fairly stated in all material respects in relation to the financial statements as a whole. The accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the budgetary comparison schedules, the schedule of the City's proportionate share of the net pension liability, and the schedule of the City's contributions to the various defined benefit retirement plans for which the City participates and the schedule of contributions to OPEB Plan that the City sponsors be presented to supplement the basic financial statements. We will apply certain limited procedures to this required supplementary information, but will not express an opinion or provide any assurance on this information.

We will also perform the audit of the City as of June 30, 2018, so as to satisfy the audit requirements imposed by the Single Audit Act and Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The Responsibilities of the Auditor

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS); *Government Auditing Standards* (GAS) issued by the Comptroller General of the United States; the provisions of the Single Audit Act; Subpart F of Title 2 U.S. CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*; and the U.S. Office of Management and Budget's (OMB) Compliance Supplement. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial

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statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of abuse is subjective; therefore, GAS does not expect us to provide reasonable assurance of detecting abuse.

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

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

The funds that you have told us are maintained by the City and that are to be included as part of our audit are listed here:

Governmental Funds include:

General Fund	Police Fund	Fire Fund
Special Projects	Water Assessment	Street Improvement Fund
CDBG Fund	Paving Assessment Fund	Sanitary Sewer Fund
Park Board	911 Fund	Capital Projects Escrow
Storm Water Fund	Debt Service Fund	Vance Development Authority
Water Capital Improvements Fund	Capital Improvements Fund	
Enid Economic Development Authority	Street and Alley	

Community Intervention Center

Enterprise Funds include:

Enid Municipal Authority
Enid Event Center and Convention Hall
Enid Public Transportation Authority
Woodring Airport
Meadowlake Golf Course

Other Fund Types – Court Bond Fund and CLEET Fund

Internal Service Fund - Health Care Fund
Fiduciary Fund – Defined Benefit Retirement Plan
Fiduciary Fund – 401(k) Retirement Plan

City management will inform us of any new funds that have been created.

The City's blended component units whose financial statements you have told us are to be included as part of the City's financial statements are Enid Municipal Authority, Vance Development Authority, Enid

Public Transportation Authority, and the Enid Economic Development Authority. The City has no discrete component units that are required to be included in the City's basic financial statements.

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

We are responsible for the compliance audit of major programs under the Uniform Guidance, including the determination of major programs, the consideration of internal control over compliance, and reporting responsibilities. Our report(s) on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and regulations identified above. Our report(s) on compliance matters will address material errors, fraud, abuse, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts; and any state or federal grant, entitlement or loan program questioned costs of which we become aware, consistent with requirements of the standards and regulations identified above.

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

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

You will provide us with a preliminary schedule of expenditures of federal awards, covering Federal expenditures for the period from July 1, 2017 through June 30, 2018, by July 15, 2018. We will make our preliminary determination of major programs from this schedule. A final schedule of expenditures of federal awards will be provided to us by October 17, 2018.

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

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

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

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not evaluate subsequent events earlier than the date of the management representation letter referred to below
- c. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- d. For establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;
- e. For report distribution;
- f. To provide us with:
 - (1) Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
 - (2) Additional information that we may request from management for the purpose of the audit;
 - (3) Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;

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

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

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

allegations of fraud or abuse or suspected fraud or abuse affecting the entity received in communications from employees, former employees, analysts, regulators, or others.

Management is responsible for the preparation of the required supplementary information (RSI) and supplementary information presented in relation to the financial statements as a whole in accordance with accounting principles generally accepted in the United States of America. Management agrees to include the auditor's report on the RSI and supplementary information in any document that contains the supplementary information and that indicates that the auditor has reported on such RSI and supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

Because the audit will be performed in accordance with the Single Audit Act and the Uniform Guidance, management is responsible for (a) identifying all federal awards received and expended; (b) preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with Uniform Guidance requirements; (c) internal control over compliance; (d) compliance with federal statutes, regulations, and the terms and conditions of federal awards; (e) making us aware of significant vendor relationships where the vendor is responsible for program compliance; (f) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings and a corrective action plan; and (g) submitting the reporting package and data collection form.

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

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

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

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

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

City of Enid's Records and Assistance

If circumstances arise relating to the condition of the City's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment,

prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion, or issue a report, or withdrawing from the engagement.

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

The assistance to be supplied by City personnel will be discussed and coordinated with City management. The audit timeline and participation list will be discussed with and agreed to by Jerald Gilbert, City Manager, and Erin Crawford, Chief Financial Officer. The timely and accurate completion of this work is an essential condition to completion of the audit and issuance of our audit report by December 31, 2018.

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

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

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

Other Relevant Information

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

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

Fees, Costs, and Access to Workpapers

Our fees for the audit and accounting services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses including report processing, travel, meals, and fees for services from other professionals, as well as a charge of 5 percent of fees for all other expenses, including indirect administrative expenses such as technology, research and library databases, communications, photocopying, postage and clerical assistance.. Our fee estimate and completion of our work is based upon the following criteria:

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

If any of the aforementioned criteria are not met, then fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred. Our fee for the services described in this letter will be as follows:

- Audit of financial statements \$ 79,600
- Uniform Guidance compliance audit \$ 3,000 per Major Program

Our fees for the services described in this letter will not exceed the amount listed above, unless any of the aforementioned criteria are not met, in which case we will discuss the situation with you before proceeding. The professional fees for the Federal program compliance audit in accordance with Uniform Guidance is dependent upon the number of programs that are required to be audited in accordance with Uniform Guidance. We will provide you with the initial estimate upon receipt of the preliminary Schedule of Expenditures of Federal Awards, and the final amount upon receipt of the final schedule. Other factors that could cause an adjustment to the professional fees include new funds or component units not previously communicated to us, changes in laws and regulations, accounting principles, auditing standards, and other matters that increase the amount of work required to complete the audit. All other provisions of this letter will survive any fee adjustment.

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

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

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

Claim Resolution

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

Information Security - Miscellaneous Terms

RSM US LLP is committed to the safe and confidential treatment of the City's proprietary information. RSM US LLP is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. The City agrees that it will not provide RSM US LLP with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of the City information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

RSM US LLP may terminate this relationship immediately in its sole discretion if RSM US LLP determines that continued performance would result in a violation of law, regulatory requirements, applicable professional standards or RSM US LLP client acceptance or retention standards, or if the City is placed on a verified sanctioned entity list or if any director or executive of, or other person closely associated with, the City or its affiliates is placed on a verified sanctioned person list, in each case, including but not limited to lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the United Nations Security Council, the European Union or any other relevant sanctioning authority.

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

Reporting

We will issue a written report upon completion of our audit the City's financial statements. Our report will be addressed to the City Council. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

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

1. A report on the fairness of the presentation of the City's schedule of expenditures of federal awards for the year ending June 30, 2018.
2. Reports on internal control related to the financial statements, and major programs. These reports will describe the scope of testing of internal control and the results of our tests of internal controls.

3. Reports on compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any noncompliance which could have a material effect on the financial statements and any noncompliance which could have a material effect, as defined by the Uniform Guidance, on each major program.
4. An accompanying schedule of findings and questioned costs.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature of a party to this agreement or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities or (iv) a digital signature. This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

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

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

RSM US LLP

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

Mike Gibson, Partner

Confirmed on behalf of the City Council:

Mayor

Management's acknowledgment of the agreement:

City Manager

Chief Financial Officer



RSM US LLP

210 Park Avenue
Suite 1725
Oklahoma City, OK 73102

T +1 405 239 7961
F +1 405 235 0042

www.rsmus.com

April 27, 2018

Ms. Erin Crawford, Chief Financial Officer
City of Enid
Enid, Oklahoma

Attention: Ms. Crawford:

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

The Objective and Scope of the Engagement

You have requested that we compile, from information you provide, the 2018 Annual Survey of City and Town Finances (SA&I Form 2643), and perform a compilation engagement with respect to the SA&I Form 2643. We are pleased to confirm our understanding of this engagement by means of this letter

Our Responsibilities:

The objective of our engagement is to:

1. Prepare the SA&I Form 2643 in accordance with the requirements of the Office of the State Auditor and Inspector of the State of Oklahoma.
2. Apply accounting and financial reporting expertise to assist you in the presentation of the SA&I Form 2643 without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with the requirements of the Office of the State Auditor and Inspector of the State of Oklahoma.

We will conduct our compilation engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the SA&I Form 2643.

Our engagement cannot be relied upon to identify or disclose any misstatements, including those caused by fraud or error, or identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

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Your Responsibilities

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare the SA&I Form 2643 in accordance with the requirements of the Office of the State Auditor and Inspector of the State of Oklahoma and assist you in the presentation of the financial statements in accordance with the requirements of the Office of the State Auditor and Inspector of the State of Oklahoma. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

1. The selection of the requirements of the Office of the State Auditor and Inspector of the State of Oklahoma as the financial reporting framework to be applied in the preparation of the financial statements;
2. The preparation and fair presentation of financial statements in accordance with the requirements of the Office of the State Auditor and Inspector of the State of Oklahoma;
3. The design, implementation and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error;
4. The prevention and detection of fraud;
5. To ensure that the entity complies with the laws and regulations applicable to its activities;
6. The accuracy and completeness of the records, documents, explanations and other information, including significant judgments, you provide to us for the engagement; and
7. To provide us with:
 - a. Access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters;
 - b. Additional information that we may request from you for the purpose of the compilation engagement; and
 - c. Unrestricted access to persons within the entity of whom we determine it necessary to make inquiries.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge and experience to oversee our preparation of your financial statements. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

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

Records and Assistance

If circumstances relating to the conditions of your records were to arise during the course of our work which in our professional judgment prevent us from completing the engagement, we will notify you promptly. In such a situation, we retain the unilateral right to take any course of action permitted by professional standards, including withdrawal from the engagement.

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

If, in connection with our compilation, you request us to perform accounting services necessary for the preparation of the financial statements (such as maintaining depreciation schedules, computing the provision for income taxes, drafting the financial statements, etc.), you agree to designate an appropriate individual to oversee the services, make all management decisions involved in those services, evaluate the adequacy and results of the services, and accept responsibility for the results of the services.

Fees, Costs, and Access to Workpapers

Our fees for these services are based on the time required by individuals assigned to the engagement, plus direct expenses including report processing, travel, meals, and fees for services from other professionals, as well as a charge of 5 percent of fees for all other expenses, including indirect administrative expenses such as technology, research and library databases, communications, photocopying, postage and clerical assistance. If any of the aforementioned criteria are not met, then fees may increase. Our fees for the services described in this letter will be \$1,000. These fees assume that the City of Enid prepare substantially all of the supporting schedules for the SA&I Form 2643.

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

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

The City agrees that it will not include our reports, or otherwise make reference to us, in any public or private securities or debt offering.

Claim Resolution

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

Information Security - Miscellaneous Terms

RSM US LLP is committed to the safe and confidential treatment of the City's proprietary information. RSM US LLP is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. The City agrees that it will not provide RSM US LLP with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of the City information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

RSM US LLP may terminate this relationship immediately in its sole discretion if RSM US LLP determines that continued performance would result in a violation of law, regulatory requirements, applicable professional standards or RSM US LLP's client acceptance or retention standards, or if the City is placed on a verified sanctioned entity list or if any director or executive of, or other person closely associated with, the City or its affiliates is placed on a verified sanctioned person list, in each case, including but not limited to lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the United Nations Security Council, the European Union or any other relevant sanctioning authority.

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

Our Report

As part of our engagement, we will issue a report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion or a conclusion nor provide any assurance on them. Circumstances may arise in which it is necessary for us to modify our report or withdraw from the engagement.

You agree to include our accountant's compilation report in any document containing the SA&I Form 2643 that indicates we have performed a compilation engagement on such form and, prior to inclusion of the report, ask our permission to do so.

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

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature of a party to this agreement or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities or (iv) a digital signature. This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall

Ms. Erin Crawford, Chief Financial Officer
City of Enid
April 27, 2018
Page 5

contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Please sign and return a copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our engagement to prepare the SA&I Form 2643 described herein and to perform a compilation engagement with respect to that same form and our respective responsibilities.

RSM US LLP

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

Mike Gibson, Partner

Acknowledged:

City of Enid, Oklahoma

Chief Financial Officer

Date

Criteria	Max points	RSM US LLP						Arledge & Associates, P.C.					
		1	2	3	4	5	Average	1	2	3	4	5	Average
Understanding of scope of services	15	15	12	15	15	14	14.2	8.5	9	7	13	6	8.7
Qualifications of staff to be assigned to the audit engagement	40	40	37	40	40	35	38.4	40	29	20	40	30	31.8
Commitment to government accounting and auditing	20	19	13	18	18	16	16.8	13	13	12	16	8	12.4
Audit approach and plan	13	12.5	11	13	13	13	12.5	0	9	5	13	9	7.2
Single audit	10	10	10	9	10	10	9.8	7	7	4	9	10	7.4
Other considerations	10	10	10	10	8	10	9.6	9	9	5	9	9	8.2
Enid Public Transportation revenue mileage audit	7	5.5	7	5	7	7	6.3	0	0	0	0	0	0
	115	112	100	110	111	105	107.6	77.5	76	53	100	72	75.7

	RSM US LLP	Arledge & Associates, P.C.
FY18-19		
Fees Proposed	\$90,600.00	\$65,000.00
Hours Proposed	680	500
Hourly Fee	\$133.24	\$130.00
FY19-20		
Fees Proposed	\$92,170.00	\$67,600.00
Hours Proposed	680	475
Hourly Fee	\$135.54	\$142.32
FY20-21		
Fees Proposed	\$93,770.00	\$70,300.00
Hours Proposed	680	475
Hourly Fee	\$137.90	\$148.00
FY21-22		
Fees Proposed	\$95,410.00	\$73,100.00
Hours Proposed	680	475
Hourly Fee	\$140.31	\$153.89
FY22-23		
Fees Proposed	\$97,080.00	\$76,000.00
Hours Proposed	680	475
Hourly Fee	\$142.76	\$160.00

City Commission Meeting

6.3.

Meeting Date: 05/01/2018

Submitted By: Ashley Keim, Project Assistant

SUBJECT:

CONSIDER A REQUEST FOR A VARIANCE TO CITY OF ENID ORDINANCE 10-6-1 SIDEWALKS REQUIRED, FOR PROPERTY LOCATED AT 310 E. HARVARD AVENUE.

BACKGROUND:

The City of Enid has received a variance request from the requirement to install sidewalks at 310 E. Harvard Avenue, from Ray Ballard, contractor, and Don Reeks, property owner. The property is zoned Industrial "I-2". and consists of Lots 23-24, Block 21 and Lots 17-21, Block 22, Rock Island Addition in Enid. Four J's Tire Service, LLC is currently at this location. The construction consists of a 5,536 square foot metal shop building on the west side and an office addition on the east side of the existing shop that is approximately 5,000 square feet. Enid Municipal Code Section 10-6-1 requires the construction of sidewalks that parallel abutting streets when construction occurs whether an addition, redevelopment or infill development on property zoned or used commercial or industrial.

The Code exempts property from the sidewalk requirement along unimproved streets. Harvard Avenue has been improved in the past so the exemption does not apply in this instance. The variance request is based upon the current condition of the road, which has deteriorated and because there are no sidewalks in the surrounding area.

The Metropolitan Area Planning Commission heard the request and recommended approval of the variance.

RECOMMENDATION:

Consider variance.

PRESENTER:

Robert Hitt, P.E., City Engineer

Attachments

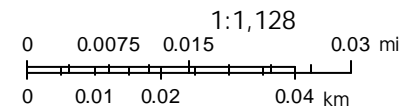
Location Map

310 E Harvard Avenue - Location Map



March 21, 2018

- | | | | |
|-----------------|----------------|------------------------------------|---------------------|
| Parcels | State Highways | Major County Transportation | Street |
| Highways | Streets | US Highway | Railroad |
| US Highways | Railroads | OK Highway | City Limit Boundary |



City of Enid, Meshek NODA
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus

City Commission Meeting

6.4.

Meeting Date: 05/01/2018

Submitted By: Ashley Keim, Project Assistant

SUBJECT:

AWARD A CONTRACT TO BEVERAGES CONSTRUCTION LLC, CRESCENT, OKLAHOMA, FOR THE CHESTNUT WEST DETENTION FACULTY – PHASE I, PROJECT NO. F-1803C1, IN THE AMOUNT OF \$499,777.50, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS.

BACKGROUND:

This project consists of the construction of a trickle channel, discharge structure, detention berm and associated dirt work to establish this storm water detention facility. The project site is located on North Garland Road a half mile south of West Willow Road.

Seven responsive bids were received, shown low to high:

Beverages Construction LLC	\$ 499,777.50
Barnes Construction Solutions	\$ 618,861.25
Mies Construction, Inc.	\$ 718,292.73
C-P Intergrated, Inc.	\$ 760,086.95
Luckinbill, Inc.	\$ 846,900.00
Wynn Construction Co., Inc.	\$1,069,134.00
Cimarron Construction Company	\$1,527,329.50
Engineer's Estimate	\$ 754,115.00

Tri City Seal Co., Inc. submitted a non-responsive proposal on an incorrect proposal form and did not include the changes associated with the units as required by the addendum. As this submittal is non-responsive; the sealed bid cannot be considered.

Beverages Construction LLC submitted the lowest, responsive base bid in the amount of \$ 499,777.50.

Alternate bids were requested to establish a unit price for conducting additional excavation to increase the detention capacity to the level that the budget would provide. The total alternate bid exceeds the budgeted funds and is not considered in this award. However, a change order submitted as item 7.3 could increase the contract amount by \$403,000.00 based on funds available.

RECOMMENDATION:

Award contract to Beverages Construction LLC, in the amount of \$ 499,777.50 and authorize the Mayor to execute contract documents.

PRESENTER:

Robert Hitt, P.E. City Engineer

Budgeted Y/N: Y

Amount: \$410,000.00

Funding Source:
Storm Water Funds

Attachments

Canvass of Bids

City Commission Meeting

6.5.

Meeting Date: 05/01/2018

Submitted By: Karla Ruther, Assistant City Planner

SUBJECT:

REVIEW THE SIGN REQUEST FOR PROPERTY LOCATED AT 5230 WEST OWEN K. GARRIOTT ROAD TO DETERMINE IF AN EXISTING BILLBOARD MAY BE RELOCATED AND CONVERTED TO A DIGITAL BILLBOARD UNDER SECTION 11-13-9(D) OF THE ENID MUNICIPAL CODE (EMC), SPECIFIC ECONOMIC DEVELOPMENT OPPORTUNITIES, AND TAKE APPROPRIATE ACTION.

BACKGROUND:

A new Jiffy Trip will be constructed at 5230 W Owen K Garriott Road where an existing billboard is located. The property is zoned C-3 General Commercial District. The applicant is seeking to relocate the existing billboard 57 feet to the west of its current location to improve traffic circulation safety on the property. See attached site plan for the new billboard location. Additionally, the applicant wants to change the existing static display to an electric or digital display. This type of billboard is prohibited pursuant to Section 11-13-7(D)(1)(j) of the EMC. The type of display requested is consistent with the automatic changeable copy sign regulations pursuant to Section 11-13-7(A)(5) of the EMC. The proposed billboard's size is reduced from 10' x 40' to 10' x 30'.

This request is made pursuant to Section 11-13-9(D) of the EMC, which allows the City Commission to review and approve proposed signs that are not in compliance with the EMC when due to specific economic development considerations, a waiver of specific provisions would be in the interest of the City. The moving of the billboard to accommodate the development of the site does not require the approval of the City Commission under 11-13-9(D) but the change from a static display to digital requires approval.

RECOMMENDATION:

Review the proposed sign package.

PRESENTER:

Chris Bauer, Planning Administrator

Attachments

Location map & site plan

Variance request

Billboard article



Atwood

Site

Hillsboro

Ridgedale

GlenhAven Dr

W Owen K-Garriott Rd

Frontage Rd

Wal-Mart

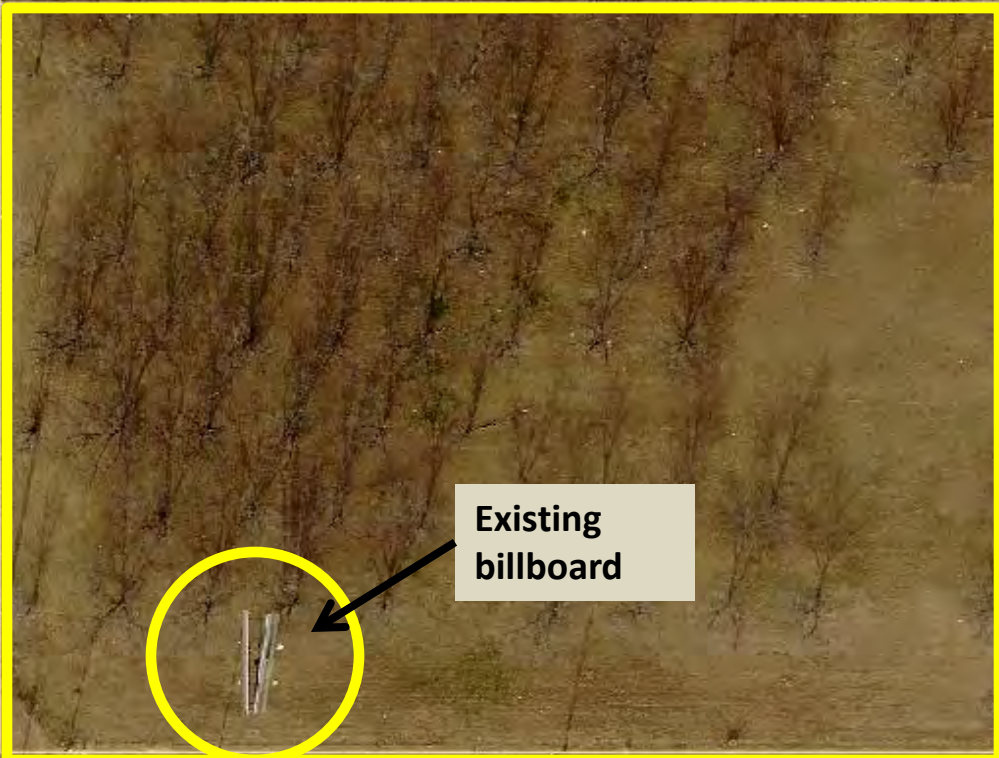
Lowe's

Lowes Drive

Mill Run

nd Rd

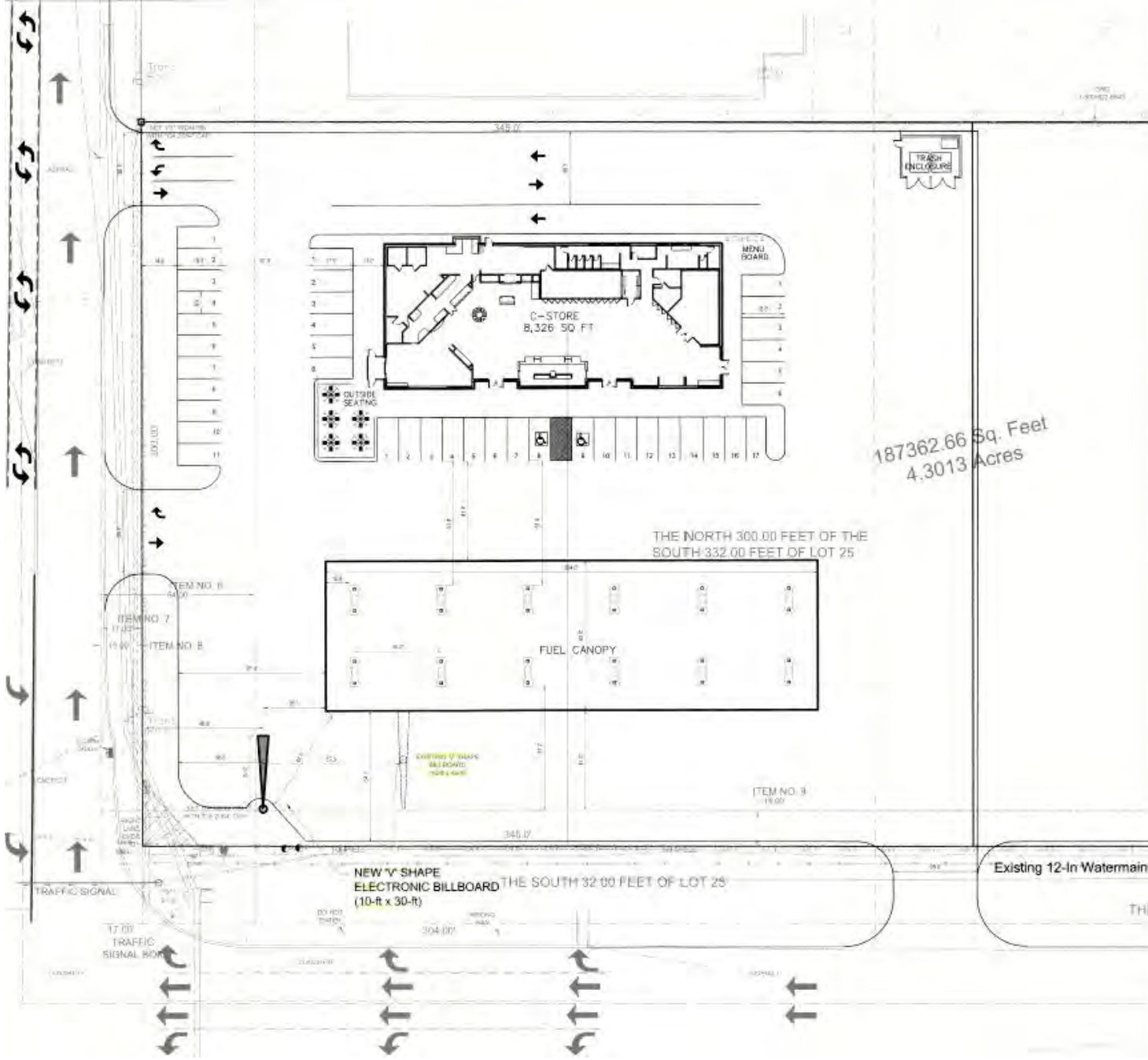
S Garland Rd



Existing billboard

412

W Owen K Garriott Rd



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EnviroTech Engineering and Consulting, Inc.
 1710 West Willow Road
 Enid, Oklahoma 73703
 Phone 580.234.3971
 www.envirotechinc.com

HAMMER WILLIAMS COMPANY
 1710 West Willow Road
 Enid, Oklahoma 73703
 Phone 580.234.3971



CONCEPTUAL PLAN
 Enid, Oklahoma - Jiffy Trip

Sheets No.	01
Date	April 4, 2016
Scale	1"=30'
Designed By	C. Burdick
Drawn By	C. Burdick
Checked By	J. Jennings
Project No.	28045



City Of Enid

4-4-18

RE: Variance to Sign Regulation

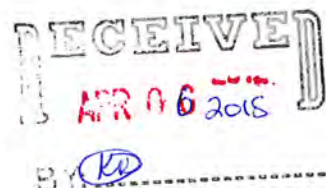
Dear Sirs,

Williams Broadcasting Company is the owner of the billboard located at the NE corner of Garland and Owen K Garriott.

The current property owner is developing the site for a new Jiffy Trip convenience store and restaurant. Our existing sign location interferes with the development of the new project. The billboard will block a portion of the entry to the fuel island. It also creates a safety hazard as the pole would be in the traffic lane and subject our sign to possible damage. The property owner has asked if we could move the sign further to the West on their property to allow them to proceed with the project. We have agreed to move the sign but understand to do so requires us to adhere to the new sign ordinance.

We are requesting a variance to the sign regulation in accordance with 11-13-9: Review and Appeal, 2D, "Review Of Sign Regulations For Specific Economical Development Opportunities". Our request is to renovate the older existing billboard and move it 57'-0 to the West. The renovation will be to change from the existing static display to an electronic sign. The new sign will be decreased in size from a (10 x 40) to a (10 x 30). The electronic sign will conform to the sign ordinance 11-13-17, D "Billboard; Off Premises Signs", and section 11-13-17, H, "Automatic or Changing sign".

Williams Broadcasting
1710 West Willow, Suite 300 • Enid, Oklahoma 73703 • 580-234-4230



Attached is a site plan that shows the existing location of the billboard and the new smaller billboard located further to the West.

We appreciate your consideration to approve this variance. The new sign location will allow for the future development of Jiffy Trip store and additional economic expansion opportunities. Furthermore, this new sign will be a smaller, more attractive, modern and versatile sign than currently exists on the site today.

Respectively,



Don Rose

- [Blog](#)
- [Careers](#)
- [Contact](#)
-

Search Watchfire

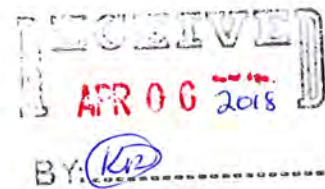
- [Dealer Login](#)

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- [Dealer Login](#)



Billboard Safety and Zoning

Working with your local zoning board or municipal officials will be an important step in converting an existing billboard or establishing a new site.

Digital billboards offer numerous benefits to communities, including increasing the tax base as local operators and their clients boost profits. A recent study by the Outdoor Advertising of America (OAAA) showed that much of the money spent on digital billboard campaigns really does stay local. More than 70 percent of billboard advertisers are local businesses. In smaller markets, 90 percent of billboard advertisements are for local businesses, and more than 96 percent of those advertisers are small businesses.



Digital billboards also help community agencies and governments communicate with the public. From emergency weather alerts to FBI wanted postings and Amber alerts, digital billboards offer a way to communicate quickly and effectively in an unprecedented way.

While some communities have expressed safety concerns over digital billboards, a recent landmark [report by the U.S. Department of Transportation Federal Highway Administration](#) confirms that digital billboards pose no safety risk to passing motorists.

The study tracked eye-movements of motorists as they passed by both static and digital billboards to measure how long their attention was diverted from the road ahead. The study concluded that the glances toward the digital billboards fell far below the two-second benchmark, which would constitute a hazard, according to the National Highway Traffic Safety Administration. This study is just the most recent in a long line of traffic safety studies conducted on digital billboards with similar results.

During 2009 and 2010, five studies were conducted to analyze more than 160,000 accident records in proximity to 69 digital billboard structures. The billboard sizes varied, and the locations included Interstates, expressways and local roads. The combined traffic counts in these studies exceed one-half billion cars per year. In all five of the studies, there was no statistically-significant relationship between accidents and digital billboards. These studies also showed that the age of the driver and the time of the day were not factors.

In 2007, state officials from South Carolina, Virginia and West Virginia also found that the rate of accidents did not increase in proximity to digital billboards. Local officials in El Paso, Texas; Rochester, Minn.; Cleveland, Ohio; and elsewhere have echoed this same finding.

Next Topic: Which locations are the best for a digital billboard?

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[Digital Billboards](#)

- [Digital Billboard Products](#)
- [How to Select a Billboard Manufacturer](#)
- [Our 10-Year Brightness, Color and Parts Guarantee](#)
- [Ignite OA Inventory Management for Billboard Operators](#)
- [Software to Run Your Billboard Business Efficiently](#)
- [How to Finance an LED Billboard](#)
- [Billboard Safety and Zoning](#)
- [How to Set Advertising Rates](#)
- [OAAA Experts: Out of Home Industry Growth](#)
- [Contact Us](#)

10 Critical Facts About Digital Billboards

Read this free guide to learn what every billboard operator should know about digital billboards.

[Download Now](#)

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City Commission Meeting

7.1.

Meeting Date: 05/01/2018

Submitted By: Ashley Keim, Project Assistant

SUBJECT:

ACCEPT A PUBLIC HIGHWAY DEDICATION DEED FROM CASEY'S MARKETING COMPANY, ANKENY, POLK COUNTY, IOWA, FOR THE DEVELOPMENT AT 206 N. OAKWOOD ROAD.

BACKGROUND:

This item accepts a Public Highway Dedication Deed for ten feet of additional right-of-way along Oakwood Road and twenty feet of additional right-of-way along Randolph Avenue as a part of the site development of Casey's General Store at 206 N. Oakwood Road. This Public Highway Dedication Deed is provided at no cost to the City of Enid as a requirement of the site plan.

RECOMMENDATION:

Accept Public Highway Dedication Deed.

PRESENTER:

Robert Hitt, PE, City Engineer

City Commission Meeting

7.2.

Meeting Date: 05/01/2018

Submitted By: Ashley Keim, Project Assistant

SUBJECT:

ACCEPT COMPLETION OF WORK ESTABLISHED BY CHANGE ORDER NO. 2 WITH BEVERAGES CONSTRUCTION, LLC, CRESCENT, OKLAHOMA, AT THE CHEROKEE DETENTION PHASE 3, PROJECT NO. F-1701, IN THE AMOUNT OF \$54,000.00.

BACKGROUND:

The Cherokee Detention Phase III work consisted of increasing the detention capacity by excavating additional soil from the detention facility in the area north of W. Owen K Garriott Road between Garland Road and Oakwood Road. Change Order No. 2 was approved to increase the excavation and haul the excess soil to the softball field development site at Crosslin Park. The work associated with Change Order No. 1 and base contract was accepted by prior Commission action and this item will accept the added work of Change Order No. 2.

The work associated with Change Order No. 2 to excavate and haul of up to 6,000 CY of soil to the new softball complex is complete and the site has been seeded and ready for acceptance.

RECOMMENDATION:

Accept completion of established by Change Order No. 2.

PRESENTER:

Robert Hitt, P.E., City Engineer

City Commission Meeting

7.3.

Meeting Date: 05/01/2018

Submitted By: Ashley Keim, Project Assistant

SUBJECT:

APPROVE CHANGE ORDER NO. 1 WITH BEVERAGES CONSTRUCTION LLC, CRESCENT, OKLAHOMA, FOR CHESTNUT WEST DETENTION FACILITY – PHASE I, PROJECT NO. F-1803C1, IN THE AMOUNT OF \$ 403,000.00.

BACKGROUND:

The award of the base contract for making improvements at Chestnut West Detention was considered in item 6.5. This Change Order will add the excavation of 65,000 CY of additional soil, based on unit prices, to increase the capacity of the basin. An add alternate was included in the bids to allow for extending the soil removal based on funds available.

Change Order No.1 will add \$403,000.00 to the base bid contract and increase the detention capacity to 60% of the full design. If approved, the total contract amount will be \$852,777.50.

RECOMMENDATION:

Approve Change Order No. 1 in amount of \$403,000.00.

PRESENTER:

Robert Hitt, P.E. City Engineer

Fiscal Impact

Budgeted Y/N: Y

Amount: \$403,000.00

Funding Source:

Storm Water Fund

City Commission Meeting

7.4.

Meeting Date: 05/01/2018

Submitted By: Ashley Keim, Project Assistant

SUBJECT:

EXECUTE A CONTRACT WITH JE DIRT WURX, LLC, OF WAGONER, OKLAHOMA, FOR THE WILLOW ROAD WEST OF 66TH STREET BRIDGE REPLACEMENT, PROJECT NO. F-1809C, IN THE AMOUNT OF \$192,800.00, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS.

BACKGROUND:

This work consists of the construction of a reinforced concrete box culvert across Willow Road in the channel just west of 66th Street. This creek crossing has been closed due to deterioration in the old bridge piles. The work of replacing the bridge with a new box was awarded to JE Dirt Wurx, LLC at the April 3, 2018 Commission Meeting.

This action will complete contract execution and allow for start of the work with a 60 day contract time.

RECOMMENDATION:

Authorize the Mayor to execute all contract documents.

PRESENTER:

Robert Hitt, P.E., City Engineer

Fiscal Impact

Budgeted Y/N: Y

Amount: \$192,800.00

Funding Source:

Storm Water Fund

City Commission Meeting

7.5.

Meeting Date: 05/01/2018

Submitted By: Ashley Keim, Project Assistant

SUBJECT:

EXECUTE A CONTRACT TO CIMARRON CONSTRUCTION COMPANY, OKLAHOMA CITY, OKLAHOMA, FOR THE BROADWAY AVENUE WATERLINE RELOCATION, US-81 TO WASHINGTON STREET, PROJECT NO. W-1801C1, IN THE AMOUNT OF \$623,326.00, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS.

BACKGROUND:

This project will relocate water lines from under the pavement on Broadway Avenue from Washington Street to Van Buren in advance of a future resurfacing project. This project was awarded to Cimarron Construction Company in the April 3, 2018 Commission Meeting. Cimarron Construction has provided the required contract documents and this item is presented to authorize the mayor to execute the contract.

RECOMMENDATION:

Authorize the Mayor to execute all contract documents.

PRESENTER:

Murali Katta, P.E., Project Engineer

Fiscal Impact

Budgeted Y/N: Y

Amount: \$623,326.00

Funding Source:

Street Improvement Fund

City Commission Meeting

7.6.

Meeting Date: 05/01/2018

Submitted By: Ashley Keim, Project Assistant

SUBJECT:

APPROVE CHANGE ORDER NO. 3 WITH LUCKINBILL, INC., ENID, OKLAHOMA, FOR THE 2017 SANITARY SEWER POINT REPAIR PROGRAM, PROJECT NO. S-1704A, IN THE AMOUNT OF \$344,500.00.

BACKGROUND:

This annual project provides for the repair of defective sanitary sewer lines at identified locations. These point repair locations have been identified utilizing prior year video camera inspections.

Change Order No. 3 will add the 2017-2018 Point Repair Program to the existing contract based on competitively awarded unit prices. This year's program will consist of thirty-five repair sites at an estimated cost of \$344,500.00.

This change order adds \$344,500.00 resulting in a total contract amount of \$852,770.00.

RECOMMENDATION:

Approve Change Order No. 3.

PRESENTER:

Jason T. Unruh, Project Engineer

Fiscal Impact

Budgeted Y/N: Y

Amount: \$344,500.00

Funding Source:

Sanitary Sewer Capital Improvement Fund

City Commission Meeting

7.7.

Meeting Date: 05/01/2018

Submitted By: Ashley Keim, Project Assistant

SUBJECT:

APPROVE CHANGE ORDER NO. 2, TO DUKE'S ROOT CONTROL INC., SYRACUSE, NEW YORK, IN THE AMOUNT OF \$180.33, ACCEPT THE PROJECT, AND AUTHORIZE FINAL PAYMENT FOR THE 2007 SANITARY SEWER CHEMICAL ROOT CONTROL, PROJECT NO. S-1705.

BACKGROUND:

This project provides for the treating of the City's sanitary sewer collection lines for invasive roots. The project is complete and final inspection has occurred

Duke's Root control Inc of Syracuse, New York completed the work within the allotted contract period of performance.

Change Order No. 2 will add \$180.33 to the contract amount for the adjustment of the quantities delivered at the contract unit price resulting in a final contract amount of \$166,449.93 .

The project is presented for acceptance and includes a three year Maintenance Bond.

RECOMMENDATION:

Approve Change Order Number 2, accept the project and authorize final payment.

PRESENTER:

Jason T. Unruh, PE, Project Engineer

Fiscal Impact

Budgeted Y/N: Y

Amount: \$180.33

Funding Source:

Sanitary Sewer Capital Improvement Fund

City Commission Meeting

7.8.

Meeting Date: 05/01/2018

Submitted By: Ashley Keim, Project Assistant

SUBJECT:

ACCEPT THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) PERMIT TO EXTEND A SANITARY SEWER LINE TO SERVICE ENID PUBLIC HIGH SCHOOL, PROJECT NO. S-1807A.

BACKGROUND:

ODEQ approved a permit to construct 370 linear feet of eight-inch PVC sanitary sewer line and all appurtenances to serve the Enid Public High School, City of Enid, Garfield County, Oklahoma. This work will relocate an existing sanitary sewer line and allow for construction of a new High School facility.

Upon acceptance of Permit No. SL000024180022 by the Commission, it will be recorded as a permanent record.

RECOMMENDATION:

Accept ODEQ Permit.

PRESENTER:

Jason Unruh, PE, Project Engineer

City Commission Meeting

7.9.

Meeting Date: 05/01/2018

Submitted By: Ashley Keim, Project Assistant

SUBJECT:

ACCEPT THE COMPLETED CONSTRUCTION WITH LUCKINBILL INC, ENID, OKLAHOMA, FOR NORTH CLEVELAND STREET AND WEST CHESTNUT AVENUE WATER LINE RELOCATION PROJECT, AND AUTHORIZE THE START OF MAINTENANCE PERIOD AND RELEASE OF RETAINAGE, PROJECT NO. W-1406B.

BACKGROUND:

This project relocated the existing 8, 12 and 24-inch waterlines on North Cleveland Street and West Chestnut Avenue and the waterline on North Cleveland Street to the railroad crossing, along with the water line along East Maple Avenue between 2nd and 3rd Streets.

The original contract relocated the water lines in the intersection of North Cleveland Street and West Chestnut Avenue intersection. Change Order No. 1 relocated the water line along North Cleveland Street from the intersection to the south side of the railroad crossing. Change order No. 2 added construction of the water line along East Elm Avenue between 2nd and 3rd Streets.

This item is presented to accept the completed work, authorize release of the retainage and start a maintenance bond. The contract will remain open to allow use of the approximately \$42,000.00 contract reserves as needed during the Cleveland Street and Chestnut Ave road construction. Due to the complexity of the water system at the Cleveland Street and Chestnut Avenue intersection and the new development in the area, further water line adjustments may be required by road construction which could be addressed under this contract.

RECOMMENDATION:

Accept completed work on the Base Bid, Change Order No. 1 and 2, and authorize release of retainage and start of 3 year maintenance period.

PRESENTER:

Murali Katta, PE, Project Engineer

City Commission Meeting

7.10.

Meeting Date: 05/01/2018

Submitted By: Ashley Keim, Project Assistant

SUBJECT:

CONSIDER AN AGREEMENT WITH DOBSON TECHNOLOGIES, OKLAHOMA CITY, OKLAHOMA, TO BORE OWEN K GARRIOTT ROAD AND INSTALL A FIBER OPTIC CABLE WITHIN THE CITY OF ENID RIGHT-OF-WAY.

BACKGROUND:

Dobson Technologies has made an application to lay, maintain, and operate a fiber optic cable within City of Enid right-of-way.

This fiber optic cable will connect to the existing Oklahoma Community Anchor Network (OCAN) which is the statewide broadband network. It will be installed by boring Owen K Garriott Road, 838 feet east of Mill Run Road and includes the installation of a 1.5" HDP pipe casing.

The work will also include running a line approximately 500' along the south side of Owen K. Garriott Road before crossing the Street.

Upon approval of the agreement, the contractor for this project will be issued a permit to begin work.

RECOMMENDATION:

Consider agreement.

PRESENTER:

Robert Hitt, PE, City Engineer

City Commission Meeting

7.11.

Meeting Date: 05/01/2018

Submitted By: William Gill, Asst City Attorney

SUBJECT:

APPROVE RIGHT-OF-WAY AGREEMENT WITH GUNGOLL, JACKSON, BOX AND DEVOLL P.C. TO RUN SERVICE FROM OFFICE BUILDING TO PARKING LOT ACROSS ALLEY.

BACKGROUND:

Gungoll, Jackson, Box and Devoll P.C. is upgrading its mechanical systems which requires a generator. The firm wants to locate the generator in its parking lot and to do so it is necessary to bury the connection from the office to the parking lot. This requires work in the right-of-way, specifically in the alley between the building and the parking lot.

RECOMMENDATION:

Approve agreement.

PRESENTER:

William H. Gill IV, Assistant City Attorney

Attachments

ROW Agreement

CITY OF ENID RIGHT OF WAY AGREEMENT

This Right-of-Way Agreement (“Agreement”) is entered into by and between the City of Enid, an Oklahoma Municipal Corporation, hereinafter referred to as “City,” and Gungoll, Jackson, Box & Devoll P.C., a Professional Corporation, hereinafter referred to as “Firm”.

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

1. Authorization, Limitation and Subordination of Use:

- A. Firm is hereby authorized to lay, maintain and operate an electric service line to connect its generator with its building underneath the alley that runs between the building and the parking lot.
- B. The Firm’s use of City right-of-way is subject and subordinate to the prior and continuing right and obligation of the City to use and maintain its entire right-of-way, including the right and power of the City to construct, maintain, repair, renew, use, operate, change, modify or relocate any communication, fiber optics or other wire lines, upon, along, across or under any or all parts of the right-of-way, all or any of which may be freely done at any time or times by the City without liability to the Firm for compensation or damages.
- C. The Firm’s use of City right-of-way (the alley) is also subject to all outstanding prior rights, including those in favor of owners and lessees of the City’s right-of-way or property, and the right of the City to renew and extend the same, and this grant of use to Firm is made without covenant of title or for quiet enjoyment.
- D. The Firm’s use is also subject to any and all claims, if any, made by adjacent property owners for compensation for the additional burden, if any, placed on adjacent and abutting property by this Agreement.

2. Construction, Maintenance and Operation:

- A. The electrical service shall be constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Firm in strict conformity with the City Standard Specifications for right-of-way crossings, and all amendments thereof and supplements thereto, which by this reference is hereby made a part hereof, except as may be modified and approved by the City Engineer. Firm further agrees to bury said electrical service a minimum of four (4) feet below the surface of the alley and in such a manner as to pass inspection by the City Engineer or his authorized agent.

- B. All work performed on public right-of-way in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the electrical service shall be done under the supervision and to the satisfaction of the City.
 - C. Prior to the commencement of any work in connection with the construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the electrical service where it passes underneath the alley, the Firm shall submit to the City, plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect City operations, and shall not proceed with the work until such plans have been approved by the Engineer of the City, and then only under the supervision of his authorized representative. The City shall have the right, if it so elects, to provide such support as it may deem necessary for the use and safety of its right-of-way, the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the power line.
3. Notice of Commencement of Work. If an emergency should arise which requires immediate attention, the Firm shall provide as much notice as practicable to the City before commencing any work. In all other situations, the Firm shall notify the City at least ten (10) days (or such other time as the City may allow) in advance of the commencement of any work upon the alley, in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the power line. All such work shall be prosecuted diligently to completion.
4. Firm to Bear Expense. The Firm shall bear the entire cost and expense incurred in connection with the construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the electrical service.
5. Relocation or Removal of Electrical Service:
- A. The use herein allowed is subject to the needs and requirements of the City in the operation of its right-of-way and in the improvement and use of its property. The Firm shall, at its sole expense, move the electrical service to such new location as the City may designate, if the City shall find such action necessary.
 - B. All the terms, conditions and stipulations herein expressed with reference to the electrical service placed under the alley, shall apply as long as the electrical service remains under the alley to the electrical service as modified, changed or relocated within the contemplation of this section.
6. No Interference with City's Operation. The electrical service shall be constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference with the constant, continuous and uninterrupted use of the right-of-way, and nothing shall be done or suffered to be done by the Firm at any time that would in any manner impair the safety of the right of way.

7. Protection of Fiber Optic Cable Systems.
Fiber optic cable systems may be buried on the City right-of-way. The Firm shall determine if fiber optic cable is buried under the part of the alley in question to be used by the Firm. If fiber optic cable is buried under the alleyway, the Firm shall telephone the telecommunication company involved, arrange for a cable locator and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work in or on the alley.
8. Claims and Liens for Labor and Material.
The Firm shall fully pay for all materials joined or affixed to and labor performed upon the alley in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the electrical service, and shall not permit or suffer any mechanic's or materialman's lien to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Firm. The Firm shall indemnify and hold harmless the City against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.
9. Indemnity.
As a major inducement and in consideration of the permit and permission herein granted, the Firm agrees to indemnify and hold harmless the City from any loss which may arise from the installation, construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the electrical service except to the extent the loss is caused by the sole and direct negligence of the City.
10. Removal of Electrical Service Upon Termination of Agreement.
Prior to any termination of this Agreement, the Firm shall, at Firm's sole expense, remove the electrical service from the alley and shall restore, to the satisfaction of the City, the alley to as good a condition as it was at the time of the construction of the power line. The City may, at its option, upon such termination, at the entire cost and expense of the Firm remove the electrical service located underneath its alley and restore the alley to as good a condition as it was in at the time of the construction of the electrical service, or it may permit the Firm to do such work of removal and restoration under the supervision of the City.
11. Waiver of Breach.
The waiver by the City of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Firm shall in no way impair the right of the City to avail itself of any subsequent breach thereof.
12. Termination:
 - A. If the Firm does not use the electrical service for one year, or if the Firm continues in default in the performance of any covenant or agreement herein contained for a period of sixty days after written notice from the City to the

Firm specifying such default, the City may, at its option, forthwith immediately terminate this Agreement by written notice.

- B. In addition to the provisions of subparagraph (A) above, this Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than one hundred and eighty days subsequent to the date upon which such notice shall be given.
- C. Notice of default and notice of termination may be served personally upon the Firm or by mailing to the last known address of the Firm. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.
13. Assignment. The Firm shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the City, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void.
14. Binding Effect. Subject to the provisions of Section 13 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.
15. Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Agreement, except as provided expressly herein.
16. Notices. Whenever a notice is required to be given in writing and under the terms of this Agreement, or any extension hereunder, such notice shall either be hand-delivered or mailed by certified mail, return receipt requested, and directed to the respective parties at the following addresses:

If to the City:

City of Enid
P.O. Box 1768
Enid, OK 73702

If to the Firm:

Gungoll, Jackson, Box & Devoll
323 W. Broadway Avenue
Enid, OK 73701

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

17. Severability. If any one or more of the sections, sentences, clauses, or parts be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not

affect nor prejudice the applicability and validity of any other provision of this Agreement.

18. Interpretation of Law. This Agreement shall be deemed to have been made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma.
19. Choice of Law. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties in the courts of the State of Oklahoma, County of Garfield.
20. Governmental Tort Claims Act. By entering into this Agreement, City and its "employees," as defined by the Governmental Tort Claims Act, 51 Okla. Stat. § 151 et seq., do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Agreement modifies and/or waives any provision of the Local Government Tort Claims Act.
21. Construction. Captions and other headings contained in this Agreement are for reference and identification purposes only and do not alter, modify, amend, limit, or restrict the contractual obligations of the parties.

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

Date: _____

The City of Enid,
an Oklahoma Municipal Corporation

Mayor

(SEAL)

ATTEST:

City Clerk

Approved as to form:

City Attorney

Date: _____

Gungoll, Jackson, Box & Devoll P.C.

Signature

Printed Name

Title

ATTEST:

Secretary and/or Witness

City Commission Meeting

7.12.

Meeting Date: 05/01/2018

Submitted By: Sonya Key, Human Resources Director

SUBJECT:

APPROVE A RESOLUTION AMENDING THE CITY OF ENID 401(K) RETIREMENT SUPPLEMENT PLAN TO PROVIDE FOR PARTIAL WITHDRAWALS FROM THE ACCOUNT BALANCE BY PARTICIPANTS WHO HAVE SEPARATED SERVICE AND PROVIDING FOR AN EFFECTIVE DATE OF JULY 1, 2018.

BACKGROUND:

The City of Enid 401(k) Plan currently only provides for plan participants to withdraw all or none of their 401(k) balances after they separate service from the City of Enid. The Employee Retirement Committee met on March 28, 2018 and after hearing from the fund actuarial, Andy Witte, and the financial consultants of the fund, Exencial Wealth Advisors, voted unanimously to recommend amendment of the plan to allow participants more flexibility in using the assets that they have earned and saved during employment with the City of Enid. John Papahronis, Benefit Attorney with McAfee Taft, prepared the attached plan amendment.

RECOMMENDATION:

Approve the 2018 First Amendment to the City of Enid 401(k) Retirement Supplement Plan.

PRESENTER:

Sonya Key, Human Resources Director

Attachments

1st 401(k) PLAN AMENDMENT RESOLUTION

1st 401(k) PLAN AMENDMENT

**RESOLUTION ADOPTING THE FIRST AMENDMENT TO THE
CITY OF ENID 401(k) RETIREMENT SUPPLEMENT PLAN
TO PROVIDE FOR PARTIAL DISTRIBUTION FROM THE PLAN BY PARTICIPANTS
AFTER SEPARATION OF SERVICE**

WHEREAS, the City has in existence that certain defined contribution retirement plan entitled "City of Enid 401(k) Retirement Supplement" (the "Plan"); and

WHEREAS, it is in the best interest of the City, its employees, and the Plan to amend the Plan to provide that distributions from the Plan may be part or all of the Participant's Accounts; and

WHEREAS, such amendment has been incorporated in the 2018 First Amendment to the City of Enid 401(k) Retirement Supplement (the "Amendment"); and

WHEREAS, a copy of the Amendment has been presented to the City Commission for their review and adoption in the form of Exhibit "A" which is attached hereto and is made a part hereof.

NOW, THEREFORE, BE IT RESOLVED, that the Amendment is hereby approved and adopted to be effective as of the dates therein stated.

FURTHER RESOLVED, that the Mayor be, and he is hereby, appointed and authorized to do all acts necessary and proper to implement the Amendment and the foregoing resolutions.

Approved and executed this 1ST day of May, 2018.

CITY OF ENID

By: _____
William Shewey, Mayor

ATTEST:

City Clerk

**2018 FIRST AMENDMENT TO THE
CITY OF ENID 401(K) RETIREMENT SUPPLEMENT**

Pursuant to the authority vested in the undersigned, the third paragraph of Section 5.05 of City of Enid 401(k) Retirement Supplement (the "Plan") is hereby amended to read as follows:

"All distributions hereunder may be made in one or more of the following manners:

- By one or more payments which may be part or all of the Participant's Account; or
- In substantially equal payments in monthly, quarterly, semi-annual or annual installments; provided, an installment election must be for a period less than the life expectancy of the Participant or his Beneficiaries."

Except as otherwise provided in this 2018 First Amendment to the City of Enid 401(k) Retirement Supplement Plan ("Amendment"), the Plan is hereby ratified and confirmed in all respects. This Amendment shall be effective as of July 1, 2018.

EXECUTED as of the ____ day of _____, 2018.

THE CITY OF ENID, OKLAHOMA

By _____
Name: _____
Title: _____

City Commission Meeting

7.13.

Meeting Date: 05/01/2018

Submitted By: Sonya Key, Human Resources Director

SUBJECT:

APPROVE A RESOLUTION AMENDING THE CITY OF ENID RETIREMENT PLAN TO PROVIDE FOR A PLAN YEAR THAT IS CONSISTENT WITH THE CITY OF ENID FISCAL YEAR BUDGET AND PROVIDING FOR AN EFFECTIVE DATE OF JANUARY 1, 2018.

BACKGROUND:

The City of Enid Retirement Plan currently has a plan year that is based on the calendar year. Due to changes in accounting requirements, the Chief Financial Officer recommended that the plan year be changed to be consistent with the City of Enid fiscal year to accommodate reporting requirements of auditors. The City of Enid Retirement Committee met on March 28, 2018, and after hearing from Andy Witte, the Fund Actuarial, and Exencial Wealth Advisors, the Fund Consultants, voted unanimously to recommend that the plan be amended to have a plan year from July 1st to June 30th annually. John Papahronis, McAfee & Taft Benefit Attorney, prepared the Plan Amendment, which provides for a short plan year beginning January 1, 2018 and ending June 30, 2018; and then a full plan year beginning on July 1st and ending June 30th of each year thereafter.

RECOMMENDATION:

Approve resolution.

PRESENTER:

Sonya Key, Human Resources Director

Attachments

2018 1st AMENDMENT RESOLUTION
2018 1st AMENDMENT

**RESOLUTION ADOPTING THE FIRST AMENDMENT TO THE
CITY OF ENID, OKLAHOMA RETIREMENT PLAN
TO PROVIDE FOR AN ANNUAL PLAN YEAR OF JUNE 30 TO JULY 1**

WHEREAS, the City has in existence that certain defined benefit retirement plan entitled “City of Enid, Oklahoma Retirement Plan” (the “Plan”); and

WHEREAS, it is in the best interest of the City, its employees, and the Plan to amend the Plan to change the Plan Year to provide for a 6-month Plan Year beginning January 1, 2018 and ending June 30, 2018, and thereafter, 12-month periods beginning July 1 and ending June 30; and

WHEREAS, such amendments have been incorporated in the 2018 First Amendment to the City of Enid, Oklahoma Retirement Plan (the “Amendment”); and

WHEREAS, a copy of the Amendment has been presented to the City Commission for their review and adoption in the form of Exhibit “A” which is attached hereto and is made a part hereof.

NOW, THEREFORE, BE IT RESOLVED, that the Amendment is hereby approved and adopted to be effective as of the dates therein stated.

FURTHER RESOLVED, that the Mayor be, and he is hereby, appointed and authorized to do all acts necessary and proper to implement the Amendment and the foregoing resolutions.

Approved and executed this 1ST day of May, 2018.

CITY OF ENID

By: _____
William Shewey, Mayor

ATTEST:

City Clerk

**2018 FIRST AMENDMENT TO THE
CITY OF ENID, OKLAHOMA RETIREMENT PLAN**

Pursuant to the authority vested in the undersigned, Section 1.28 of the City of Enid, Oklahoma Retirement Plan (the "Plan") is hereby amended to read as follows:

"1.28 Plan Year. The Plan Year is the 12-month period beginning April 1 and ending March 31. Provided, however, effective April 1, 2001, the Plan Year shall be the 9-month period beginning April 1, 2001 and ending December 31, 2001, and thereafter shall be the 12-month period beginning January 1 and ending December 31. Provided further, effective January 1, 2018, the Plan Year shall be the 6-month period beginning January 1, 2018 and ending June 30, 2018, and thereafter shall be the 12-month period beginning July 1 and ending June 30."

Except as otherwise provided in this 2018 First Amendment to the City of Enid, Oklahoma Retirement Plan ("Amendment"), the Plan is hereby ratified and confirmed in all respects. This Amendment shall be effective as of January 1, 2018.

EXECUTED as of the ____ day of _____, 2018.

THE CITY OF ENID, OKLAHOMA

By: _____
Name: _____
Title: _____

City Commission Meeting

7.14.

Meeting Date: 05/01/2018

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$4,404,887.29.

Attachments

Claimslist

JP Morgan Claimslist

PURCHASE ORDER CLAIMS LIST

5/1/2018

FUND 10 DEPT 000 - N.A.

01-01472	STAPLES ADVANTAGE	PO0147992	CANNED AIR/ST	\$14.95
01-01472	STAPLES ADVANTAGE	PO0147993	HIGHLIGHTERS/ST	\$6.49
01-02082	AT & T MOBILITY	PO0147908	MONTHLY SERVICE 3/18	\$4,594.60
01-02113	RED CARPET LANDFILL, INC.	PO0147787	REFUND/DODGEBALL CANCELLATION	\$20.00
01-03030	OKLAHOMA UNIFORM BUILDING CODE COMM	PO0147909	OUBCC FEES 3/18	\$708.00
01-03620	MATOUSEK VETERINARY CLINIC	PO0148124	REIMB/SPAY/NEUTER	\$273.00
01-03661	RK BLACK, INC.	PO0147912	MONTHLY SERVICE 4/18	\$107.82
01-03661	RK BLACK, INC.	PO0148192	MONTHLY SERVICE 4/18	\$64.24
01-04656	CENTERPOINT ENERGY SERVICES, INC.	PO0148248	MONTHLY SERVICE 3/18	\$1,551.44
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0147946	MONTHLY SERVICE 3/18	\$698.69
01-04687	EARNHEART OIL, INC.	PO0147814	UNLEADED/ST	\$15,623.18
01-04687	EARNHEART OIL, INC.	PO0147815	DIESEL/ST	\$16,178.75
01-04687	EARNHEART OIL, INC.	PO0148194	UNLEADED/ST	\$14,794.49
01-05531	DIAZ, JESUS A.	PO0147986	REFUND/CHAMPION GYM	\$20.00
01-05537	WILLIAMS, CHRISTINA	PO0147987	REFUND/CHAMPION GYM	\$100.00
01-05538	SUTHERLAND, ROBIN	PO0147988	REFUND/PARK SHELTER	\$70.00
01-05539	HERNANDEZ, MARISELA	PO0147989	REFUND/PARK SHELTER	\$15.00
01-05540	FRENCH, AMBER	PO0147990	REFUND/SPAY/VACCINE FEES	\$155.00
01-05546	OKLAHOMA HUMANE SOCIETY	PO0148123	REIMB/SPAY/NEUTER	\$72.00
01-05547	JOSEPH, ROMA	PO0148145	REFUND/PARK SHELTER	\$75.00
01-05548	CAMPBELL, SHANICHA	PO0148149	REFUND/PARK SHELTER	\$145.00
01-08123	HOLDINGS FOOD STORE, INC.	PO0148195	DIESEL/ST	\$15,610.80
01-08123	HOLDINGS FOOD STORE, INC.	PO0148265	DIESEL/ST	\$16,383.21
01-13089	MERRIFIELD OFFICE SUPPLY	PO0147994	FILE FOLDERS/ST	\$56.34
01-13089	MERRIFIELD OFFICE SUPPLY	PO0148181	BATTERIES/TISSUE/STAPLES/ST	\$52.06
01-15125	OK GAS & ELECTRIC	PO0147916	MONTHLY SERVICE 3/18	\$22,026.23
01-15125	OK GAS & ELECTRIC	PO0147917	MONTHLY SERVICE 3/18	\$79,727.07
01-15125	OK GAS & ELECTRIC	PO0147918	MONTHLY SERVICE 3/18	\$442.42
01-15125	OK GAS & ELECTRIC	PO0147919	MONTHLY SERVICE 3/18	\$350.68
01-15125	OK GAS & ELECTRIC	PO0147921	MONTHLY SERVICE 3/18	\$22,048.96
01-15125	OK GAS & ELECTRIC	PO0147944	MONTHLY SERVICE 3/18	\$841.30
01-15125	OK GAS & ELECTRIC	PO0148157	MONTHLY SERVICE 3/18	\$41,782.70
01-15125	OK GAS & ELECTRIC	PO0148191	MONTHLY SERVICE 4/18	\$1,985.77
01-15125	OK GAS & ELECTRIC	PO0148218	MONTHLY SERVICE 4/18	\$375.62
01-15127	OK NATURAL GAS	PO0148138	MONTHLY SERVICE 3/18	\$539.30
01-15127	OK NATURAL GAS	PO0148139	MONTHLY SERVICE 3/18	\$88.42
01-15127	OK NATURAL GAS	PO0148154	MONTHLY SERVICE 3/18	\$2,220.07
01-15127	OK NATURAL GAS	PO0148156	MONTHLY SERVICE 3/18	\$2,158.53
01-16010	PIONEER TELEPHONE CO., INC.	PO0147910	MONTHLY SERVICE 4/18	\$190.22
01-19047	AT & T	PO0148247	MONTHLY SERVICE 4/18	\$4,426.07
01-30420	OLSON ANIMAL HOSPITAL, INC.	PO0148122	REIMB/SPAY/NEUTER	\$390.00
01-33090	CAT CLINIC, INC.	PO0148125	REIMB/SPAY/NEUTER	\$100.00
01-38840	OAKWOOD VETERINARY CLINIC	PO0148126	REIMB/SPAY/NEUTER	\$95.00
01-53300	ANIMAL CARE OF ENID, INC.	PO0148047	REIMB/SPAY/NEUTER	\$530.00
01-67250	FRIENDS OF THE LIBRARY	PO0147882	1ST QTR REIMBURSEMENT	\$615.70
01-67400	WESTEL	PO0147913	MONTHLY SERVICE 3/18	\$19.25
01-80343	FENTRESS OIL COMPANY, INC.	PO0148153	OIL/ST	\$704.55
01-80343	FENTRESS OIL COMPANY, INC.	PO0147789	OIL/ST	\$1,445.11
01-80343	FENTRESS OIL COMPANY, INC.	PO0148163	OIL/ST	\$936.10
			N.A. TOTAL	\$271,429.13

FUND 10 DEPT 100 - ADM. SERVICES

01-01163	ADVANCED WATER SOLUTIONS	PO0147899	WATER COOLER RENTAL 4/18	\$101.60
01-01783	JP MORGAN CHASE	PO0147954	CHASE PAYMENT	\$2,838.15
01-01783	JP MORGAN CHASE	PO0148281	CHASE PAYMENT	\$1,204.72
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0147945	JANITORIAL SERVICE 3/18	\$1,448.40
01-05124	ENID ROTARY CLUB, INC.	PO0147953	QTRLY MEMBERSHIP DUES/J GILBERT	\$240.00
01-16145	PETTY CASH	PO0148239	REIMB/ATTORNEY GEN MTG/J GILBERT	\$20.00
			ADM. SERVICES TOTAL	\$5,852.87

FUND 10 DEPT 110 - HUMAN RESOURCES

01-01783	JP MORGAN CHASE	PO0147954	CHASE PAYMENT	\$571.18
01-01783	JP MORGAN CHASE	PO0148281	CHASE PAYMENT	\$1,960.27
01-02196	VALIR OUTPATIENT CLINICS	PO0148129	PHYSICAL	\$150.00
01-03053	NORTHWEST SHREDDERS, LLC	PO0148116	SECURITY CONSOLE 3/18	\$20.00
01-03611	ICIMS, INC.	PO0148110	QTRLY RENEW 4/18-6/18	\$3,787.83
01-05017	ENID TYPEWRITER CO., INC.	PO0148081	PRINTS	\$36.50
01-15004	OK EMPLOYMENT SECURITY COMMISSION	PO0148111	UNEMPLOYMENT 1ST QTR 2018	\$5,647.08
01-18022	RUSCO PLASTICS	PO0148078	RETIREMENT PLAQUE	\$32.95
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0148120	DRUG SCREENING	\$50.00
HUMAN RESOURCES TOTAL				\$12,255.81

FUND 10 DEPT 120 - LEGAL SVCS.

01-01255	INDEPENDENT MEDICAL EXAMS	PO0147868	WC/MEDICAL	\$46.63
01-01472	STAPLES ADVANTAGE	PO0147993	PENS/STAPLER	\$51.57
01-01783	JP MORGAN CHASE	PO0147954	CHASE PAYMENT	\$80.65
01-01783	JP MORGAN CHASE	PO0148281	CHASE PAYMENT	\$421.70
01-02799	CRESCENT STORAGE CENTERS	PO0147719	ANNUAL STORAGE RENTAL 4/18-3/19	\$1,083.00
01-03022	CULLIGAN OF ENID	PO0147896	WATER COOLER RENTAL 3/18	\$19.50
01-03053	NORTHWEST SHREDDERS, LLC	PO0148116	SECURITY CONSOLE 3/18	\$80.00
01-03309	JACQUE BRAWNER DEAN LAW, PLLC	PO0147845	WC/ATTORNEY FEES	\$132.00
01-03402	OMCCA	PO0148171	OMCCA DUES/R GRAMILLO	\$55.00
01-03902	MCGIVERN & GILLIARD A PROFESSIONAL	PO0147843	WC/ATTORNEY FEES	\$2,166.62
01-03921	EXPRESS SCRIPTS, INC.	PO0147834	WC/MEDICAL	\$292.34
01-03921	EXPRESS SCRIPTS, INC.	PO0147847	WC/MEDICAL	\$703.70
01-03921	EXPRESS SCRIPTS, INC.	PO0147878	WC/MEDICAL	\$25.09
01-03921	EXPRESS SCRIPTS, INC.	PO0147935	WC/MEDICAL	\$1,501.59
01-03921	EXPRESS SCRIPTS, INC.	PO0148167	WC/MEDICAL	\$793.43
01-03967	COLDIRON, JACK D	PO0147866	WC/TRAVEL REIMB	\$210.58
01-04618	ARENS, EDWARD C/O LOBAUGH LAW FIRM	PO0147924	WC/TRAVEL REIMB	\$83.60
01-05106	WELLS, MICHAEL A.	PO0147870	WC/TRAVEL REIMB	\$58.53
01-05117	CENTRALINK LLC	PO0148155	WC/MEDICAL	\$100.00
01-05266	FIRSTCHOICE HEALTHCARE, P.C.	PO0147848	WC/MEDICAL	\$98.60
01-05281	OKLAHOMA STATE UNIVERSITY	PO0148170	OMCCA CERT FEE/R GRAMILLO	\$20.00
01-05410	EFFEL MEDICAL, LLC	PO0148180	WC/MEDICAL	\$1,195.01
01-05420	THOMSON REUTERS	PO0148119	MONTHLY SERVICE 3/18	\$251.00
01-05420	THOMSON REUTERS	PO0148291	MONTHLY SERVICE 3/18	\$27.00
01-16006	PHILLIPS PRINTING, INC.	PO0148290	POST CARDS/COURT FORMS	\$180.50
01-16145	PETTY CASH	PO0148239	REIMB/WC CONF/C STEIN	\$70.59
01-19194	OK TAX COMMISSION	PO0147793	1ST QTR MITF ASSESSMENT	\$3,442.48
01-33380	OPFER, DAVID	PO0147703	WC/MEDICAL	\$317.36
01-33380	OPFER, DAVID	PO0147794	WC/MEDICAL	\$317.36
01-33380	OPFER, DAVID	PO0147923	WC/MEDICAL	\$317.36
01-33380	OPFER, DAVID	PO0148140	WC/MEDICAL	\$317.36
LEGAL SVCS. TOTAL				\$14,460.15

FUND 10 DEPT 140 - SAFETY

01-01227	AUTRY VO-TECH CENTER	PO0147842	SAFETY TRAINING 3/18	\$280.00
01-01783	JP MORGAN CHASE	PO0148281	CHASE PAYMENT	\$1,957.18
01-02711	DRUG PAK, LLC	PO0147898	ANNUAL SOFTWARE/SUPPORT RENEW	\$489.51
SAFETY TOTAL				\$2,726.69

FUND 10 DEPT 150 - PR/MARKETING

01-01163	ADVANCED WATER SOLUTIONS	PO0147758	WATER COOLER RENTAL 4/18	\$21.30
01-01586	DISH NETWORK	PO0147772	MONTHLY SERVICE 4/18	\$85.02
01-01783	JP MORGAN CHASE	PO0147954	CHASE PAYMENT	\$203.32
01-01783	JP MORGAN CHASE	PO0148281	CHASE PAYMENT	\$47.54
01-02421	SUDDENLINK	PO0147762	MONTHLY SERVICE 4/18	\$383.00
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0147945	JANITORIAL SERVICE 3/18	\$60.00

01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0147761	COPIER USAGE 4/18	\$25.00
01-05545	JVCKENWOOD USA CORP	PO0148042	ETN STUDIO CAMERA REPAIR	\$2,078.46
01-06067	FEDERAL EXPRESS CORP.	PO0147813	SHIPPING FEES	\$359.98
01-19004	SHERWIN-WILLIAMS CO., INC.	PO0147750	PAINT/ETN	\$49.54
01-72920	EAGLE MARKETING, INC.	PO0147759	ADVERTISING	\$280.00
PR/MARKETING TOTAL				\$3,593.16

FUND 10 DEPT 200 - GENERAL GOVERNMENT

01-01783	JP MORGAN CHASE	PO0147954	CHASE PAYMENT	\$755.51
01-01783	JP MORGAN CHASE	PO0148281	CHASE PAYMENT	\$2,394.80
01-02656	ROGGOW CONSULTING	PO0143911	CONSULTING SERVICE 4/18	\$4,000.00
01-05535	CHODRICK, CHARLES	PO0147925	TORT CLAIM	\$1,000.00
01-16145	PETTY CASH	PO0148239	REIMB/OML GOV DAY/B SHEWEY	\$87.75
01-16145	PETTY CASH	PO0148239	REIMB/NWC MEETING/B SHEWEY	\$131.35
01-16145	PETTY CASH	PO0148240	REIMB/FILING FEES	\$34.00
01-36830	MAIN STREET ENID, INC.	PO0143740	LOCAL PROGRAM FUNDING 5/18	\$6,250.00
01-39700	GARFIELD CO. LEGAL NEWS	PO0147826	PUBLICATIONS	\$384.10
01-39700	GARFIELD CO. LEGAL NEWS	PO0147996	PUBLICATIONS	\$674.90
01-39700	GARFIELD CO. LEGAL NEWS	PO0148032	PUBLICATIONS	\$106.45
01-39700	GARFIELD CO. LEGAL NEWS	PO0148172	PUBLICATIONS	\$640.60
01-42400	AT & T	PO0147906	MONTHLY SERVICE 4/18	\$489.95
01-46000	TRAYNOR, LONG & WYNNE, PC	PO0148046	PROFESSIONAL LEGAL SERVICE	\$600.00
01-80352	STERLING CODIFIERS, INC.	PO0147720	CODE REPRINTS (3)	\$435.00
01-80352	STERLING CODIFIERS, INC.	PO0148193	SUPPLEMENT #9	\$1,674.00
GENERAL GOVERNMENT TOTAL				\$19,658.41

FUND 10 DEPT 210 - ACCOUNTING

01-01163	ADVANCED WATER SOLUTIONS	PO0147804	WATER COOLER RENTAL 4/18	\$70.10
01-01472	STAPLES ADVANTAGE	PO0147992	DIVIDERS	\$35.80
01-01472	STAPLES ADVANTAGE	PO0147993	LEGAL PADS	\$71.98
01-01783	JP MORGAN CHASE	PO0147954	CHASE PAYMENT	\$80.00
01-01783	JP MORGAN CHASE	PO0148281	CHASE PAYMENT	\$10.76
01-02663	OAPT US&C	PO0147788	ANNUAL MEMBERSHIP DUES (2)	\$50.00
01-03053	NORTHWEST SHREDDERS, LLC	PO0148116	SECURITY CONSOLE 3/18	\$20.00
01-13089	MERRIFIELD OFFICE SUPPLY	PO0147994	BINDERS (4)	\$45.08
01-16004	PDQ PRINTING	PO0147967	ENVELOPES (5000)	\$200.00
01-49880	DELL MARKETING, LP	PO0147706	DESKTOP COMPUTERS (2)	\$1,902.26
ACCOUNTING TOTAL				\$2,485.98

FUND 10 DEPT 220 - RECORDS & RECEIPTS

01-01472	STAPLES ADVANTAGE	PO0147992	DIVIDERS/HOLE PUNCH	\$39.80
01-01472	STAPLES ADVANTAGE	PO0147993	THERMAL PAPER/STAPLERS	\$134.66
01-02799	CRESCENT STORAGE CENTERS	PO0147719	ANNUAL STORAGE RENTAL 4/18-3/19	\$3,249.00
01-03022	CULLIGAN OF ENID	PO0147896	WATER COOLER RENTAL 3/18	\$19.50
01-04116	DOWNTOWN THREADS	PO0148055	COE LOGO SHIRTS (2)/JACKETS (5)	\$184.31
01-16145	PETTY CASH	PO0148240	REIMB/DRAWER SHORTAGE (2)	\$2.05
RECORDS & RECEIPTS TOTAL				\$3,629.32

FUND 10 DEPT 250 - INFORMATION TECHNOLOGY

01-00578	IPSWITCH, INC.	PO0147495	ANNUAL SOFTWARE SERVICE	\$1,813.90
01-01768	AT&T INTERNET SERVICES, INC.	PO0147901	MONTHLY SERVICE 3/18	\$924.22
01-01783	JP MORGAN CHASE	PO0147954	CHASE PAYMENT	\$449.10
01-01783	JP MORGAN CHASE	PO0148281	CHASE PAYMENT	\$192.96
01-02047	CHICKASAW TELECOM, INC.	PO0146744	CISCO SWITCHES/SMARTNET	\$20,868.26
01-02047	CHICKASAW TELECOM, INC.	PO0147600	ANNUAL IRONPORT SMARTNET RENEW	\$4,313.52
01-03730	H & H TOWER SERVICES	PO0148089	TOWER CABLE REPLACE	\$765.00
INFORMATION TECHNOLOGY TOTAL				\$29,326.96

FUND 10 DEPT 300 - COMMUNITY DEVELOPMENT

01-05503	GASTON, KELLI E.	PO0146998	PROFESSIONAL SERVICE/CONSULT FEES	\$2,368.00
01-13089	MERRIFIELD OFFICE SUPPLY	PO0148181	INK CARTRIDGE	\$199.17
01-16145	PETTY CASH	PO0148271	REIMB/TRAVEL/CLG MTG/K RUTHER	\$92.11
01-16145	PETTY CASH	PO0148271	REIMB/MEAL/MAPC MTG	\$110.00
COMMUNITY DEVELOPMENT TOTAL				\$2,769.28

FUND 10 DEPT 350 - CODE ENFORCEMENT

01-01783	JP MORGAN CHASE	PO0147954	CHASE PAYMENT	\$342.84
01-01783	JP MORGAN CHASE	PO0148281	CHASE PAYMENT	\$239.92
01-03030	OKLAHOMA UNIFORM BUILDING CODE COM	PO0147972	OUBCC FEES/C SMITH	\$26.25
01-03053	NORTHWEST SHREDDERS, LLC	PO0148116	SECURITY CONSOLE 3/18	\$20.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0148292	WAREHOUSE PARTS 3/18	\$309.61
01-04387	RICHARDS TREE CARE	PO0147705	TREE TRIMMING/507 W CHEROKEE	\$100.00
01-04732	DEAL LAWN CARE	PO0148113	MOW/917 N 11TH	\$65.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0147985	CLEAN UP/2006 E WALNUT	\$75.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0147985	CLEAN UP/614 N 15TH	\$45.00
01-08022	HUGHES LUMBER CO., LLC	PO0148075	STAKES	\$45.57
01-16004	PDQ PRINTING	PO0147812	INSPECT TAGS (500)/STICKERS (200)	\$165.00
01-16145	PETTY CASH	PO0148267	REIMB/FILING FEES	\$65.00
01-16145	PETTY CASH	PO0148268	REIMB/FILING FEES	\$65.00
01-16145	PETTY CASH	PO0148269	REIMB/FILING FEES	\$50.00
01-16145	PETTY CASH	PO0148283	BUILDNG INSPECTOR CLASS/EXAM/P ANSTEAD	\$74.56
01-57360	UNIVERSAL MANAGEMENT COMPANY	PO0148094	CARPET CLEANING	\$349.80
01-80177	ALVARADO'S QUALITY MOWING	PO0148128	CLEAN UP/2218 N QUINCY	\$150.00
CODE ENFORCEMENT TOTAL				\$2,188.55

FUND 10 DEPT 400 - ENGINEERING

01-01163	ADVANCED WATER SOLUTIONS	PO0147899	WATER COOLER RENTAL 4/18	\$63.45
01-01472	STAPLES ADVANTAGE	PO0147992	SHARPIES	\$8.29
01-01783	JP MORGAN CHASE	PO0147954	CHASE PAYMENT	\$762.00
01-01783	JP MORGAN CHASE	PO0148281	CHASE PAYMENT	\$1,113.99
01-02116	MESHEK & ASSOCIATES, PLC	PO0143355	G-1801A GIS HOSTING/METERS	\$215.00
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0147946	MONTHLY SERVICE 3/18	\$110.80
01-05271	INTEGRAL CONSULTING, INC.	PO0141212	G-1704A PROJECT MGMT	\$11,480.70
ENGINEERING TOTAL				\$13,754.23

FUND 10 DEPT 700 - PUBLIC WORKS MGMT

01-01338	J & P SUPPLY, INC.	PO0148178	LINERS	\$14.38
01-01783	JP MORGAN CHASE	PO0147954	CHASE PAYMENT	\$283.38
01-01783	JP MORGAN CHASE	PO0148281	CHASE PAYMENT	\$397.84
01-04129	OK DEPT. OF CORRECTIONS	PO0148007	INMATE MEALS 3/18	\$840.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0148292	WAREHOUSE PARTS 3/18	\$58.82
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0147945	JANITORIAL SERVICE 3/18	\$1,382.56
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0147946	MONTHLY SERVICE 3/18	\$5.79
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0147857	TAPE/NUTS/BOLTS/SCREWS	\$10.67
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0148127	TAPE/NUTS/BOLTS/SCREWS	\$13.67
PUBLIC WORKS MGMT TOTAL				\$3,007.11

FUND 10 DEPT 710 - FLEET MAINTENANCE

01-00146	CINTAS CORPORATION LOC. 624	PO0147928	UNIFORM RENTAL (28)	\$248.71
01-01783	JP MORGAN CHASE	PO0147954	CHASE PAYMENT	\$149.54
01-01783	JP MORGAN CHASE	PO0148281	CHASE PAYMENT	\$581.13

01-03608	GARFIELD PANEL & SUPPLY, INC.	PO0148021	NUTS/SCREWS/WASHERS	\$64.31
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0148292	WAREHOUSE PARTS 3/18	\$3,300.55
01-05246	ALKOTA OF KANSAS, LLC	PO0147932	CAR WASH SOAP (55)	\$330.00
01-05320	SKYBITZ TANK MONITORING CORP	PO0147930	FUEL TANK MONITORING	\$84.00
01-13017	MUNN SUPPLY, INC.	PO0147936	CYLINDER RENTAL	\$57.96
01-13218	MYERS TIRE SUPPLY, INC.	PO0147933	TIRE DOLLY	\$149.88
01-16004	PDQ PRINTING	PO0147929	BUSINESS CARDS/K BROWN	\$45.00
01-16145	PETTY CASH	PO0148282	REIMB/VEHICLE TAG/REGISTRATION (2)	\$75.00
01-35300	UNIFIRST, INC.	PO0147927	SHOP TOWEL SERVICE	\$651.44
01-35830	ENID NEW HOLLAND, INC.	PO0147931	V347 SEAL	\$100.00
01-40180	WAY OUT WEST	PO0147817	BOOTS/H STEVISON	\$149.95
FLEET MAINTENANCE TOTAL				\$5,987.47

FUND 10 DEPT 730 - PARKS & RECREATION

01-00146	CINTAS CORPORATION LOC. 624	PO0147774	UNIFORM RENTALS (14)	\$99.87
01-01783	JP MORGAN CHASE	PO0147954	CHASE PAYMENT	\$7,476.94
01-01783	JP MORGAN CHASE	PO0148281	CHASE PAYMENT	\$5,976.11
01-02243	BB MACHINE & SUPPLY, INC.	PO0147768	BELT	\$7.93
01-02243	BB MACHINE & SUPPLY, INC.	PO0148045	ADAPTERS/BUSHINGS/FITTINGS	\$57.62
01-02539	BWI COMPANIES, INC.	PO0146699	PESTICIDE	\$21,592.69
01-02623	SHOE SHOW, INC.	PO0148036	BOOTS/C CHESLIC	\$152.73
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0148292	WAREHOUSE PARTS 3/18	\$726.73
01-04442	SLATER MECHANICAL	PO0147231	HVAC/CHAMPION GYM	\$16,450.00
01-04562	ELI BRIDGE COMPANY	PO0147227	FERRIS WHEEL REPAIR	\$1,753.00
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0147946	MONTHLY SERVICE 3/18	\$117.69
01-04847	W.W. STARR LUMBER CO., INC.	PO0148044	ANCHORS/LUMBER	\$339.87
01-05147	HERC RENTALS INC.	PO0148056	CORE DRILL RENTAL	\$503.01
01-05506	BROWER INC.	PO0147769	PORTABLE TOILET RENTAL 3/18	\$288.69
01-05506	BROWER INC.	PO0148285	PORTABLE TOILET RENTAL 4/18	\$495.60
01-12007	LUCKINBILL, INC.	PO0144712	ELECTRICAL REPAIR/TENNIS COURTS	\$15,000.00
01-12007	LUCKINBILL, INC.	PO0147983	FIRE SYSTEM MONITORING DEVICE	\$1,500.00
01-13017	MUNN SUPPLY, INC.	PO0147936	CYLINDER RENTAL	\$61.91
01-16145	PETTY CASH	PO0148275	REIMB/CDL PERMIT/P CRUM	\$85.50
01-18116	RAMSEY'S WHAT EVER STORE	PO0148019	FITTINGS	\$2.25
01-30830	LOCKE SUPPLY, INC.	PO0148043	CRIMPS (15)/VALVE/COUPLING	\$370.66
01-30830	LOCKE SUPPLY, INC.	PO0148286	CRIMPS (25)/CLAMPS (50)/FITTINGS	\$97.47
01-30830	LOCKE SUPPLY, INC.	PO0147776	PLUMBING REPAIR/COUPLINGS/FITTINGS	\$114.30
01-30830	LOCKE SUPPLY, INC.	PO0147824	BRASS FITTINGS	\$9.92
01-33210	P & K EQUIPMENT, INC.	PO0147821	MOWER REPAIR/CYLINDERS (2)/LOCK	\$302.49
01-50210	LOWE'S HOME CENTERS, INC.	PO0147825	LED HEADLAMP/FAUCET/BATTERIES	\$37.93
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0148030	BOLTS (20)	\$7.80
01-55700	AUTO ZONE/AZ COMMERCIAL, INC.	PO0147767	V651 WIPER MOTOR/BLADES (2)	\$12.00
01-55700	AUTO ZONE/AZ COMMERCIAL, INC.	PO0148058	V512 FUSES	\$9.49
01-55700	AUTO ZONE/AZ COMMERCIAL, INC.	PO0148058	CLEANER/LUBE/MOTOR TREATMENT	\$21.98
01-55700	AUTO ZONE/AZ COMMERCIAL, INC.	PO0148082	V651 TRANSMISSION FIX	\$12.69
01-59360	FASTENAL COMPANY	PO0147895	BATTERY/TAPE MEASURE/BIT SET	\$141.46
01-80153	KINNUNEN, INC.	PO0148057	TAPE MEASURE/BROOM	\$84.97
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0147765	OIL/TAPE MEASURE/TRASH BAGS/KEYS (4)	\$34.52
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0147820	POST HOLE DIGGER/PAINT	\$71.15
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0148041	CAULK	\$39.96
PARKS & RECREATION TOTAL				\$74,056.93

FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT.

01-00146	CINTAS CORPORATION LOC. 624	PO0147774	UNIFORM RENTALS (17)	\$115.52
01-00146	CINTAS CORPORATION LOC. 624	PO0147880	UNIFORM RENTALS (17)	\$115.52
01-00146	CINTAS CORPORATION LOC. 624	PO0148060	UNIFORM RENTALS (17)	\$140.78
01-00146	CINTAS CORPORATION LOC. 624	PO0148213	UNIFORM RENTALS (16)	\$107.68
01-00447	FRONTIER EQUIP. SALES, LLC	PO0147960	V119 COTTON BROOMS (2)	\$270.00
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0147962	FLAT IRON	\$15.55
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0148061	V5701 BOOM ARM REPAIR/ANGLE IRON	\$16.33
01-01363	J & R EQUIPMENT, LLC	PO0148069	V121 SWEEPER BROOM SHOES (2)	\$301.20
01-01363	J & R EQUIPMENT, LLC	PO0148211	V119 BROOM/CONVEYOR COVER	\$545.85

01-01783	JP MORGAN CHASE	PO0147954	CHASE PAYMENT	\$188.80
01-01783	JP MORGAN CHASE	PO0148281	CHASE PAYMENT	\$3,273.82
01-01943	JOHNSTON SEED COMPANY, INC.	PO0147780	HERBICIDE	\$1,460.70
01-01943	JOHNSTON SEED COMPANY, INC.	PO0148274	HERBICIDE	\$1,870.60
01-02017	A. W. BRUEGGEMANN CO., INC.	PO0148210	SNAP RINGS (12)	\$9.96
01-02243	BB MACHINE & SUPPLY, INC.	PO0148045	V162 HYDRAULIC LINE REPAIR	\$215.29
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0148079	V157 MUFFLER/CLAMP/DRAIN VALVE	\$990.57
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0148214	V162 FILLER CAP	\$23.60
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0148214	V339 TENSIONER/TOOTH/HOSES (2)	\$438.37
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0148214	V934 SWITCH	\$47.56
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0148276	GRINDER TEETH	\$1,008.72
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0148292	WAREHOUSE PARTS 3/18	\$2,855.18
01-04707	PAVING MAINTENANCE SUPPLY	PO0147781	CRACK SEALANT	\$541.30
01-04707	PAVING MAINTENANCE SUPPLY	PO0148072	CRACK SEALANT	\$541.30
01-04949	APS FIRECO OKLAHOMA CITY, LLC	PO0148207	ANNUAL FIRE EXT INSPECTIONS (2)	\$63.90
01-05066	BRUCKNER TRUCK SALES, INC.	PO0148243	V139 AIR CLEANER LID	\$34.31
01-05270	ZALOUDEK, FW & SONS	PO0147779	MOWER BLADES (20)/WASHERS	\$505.24
01-08022	HUGHES LUMBER CO., LLC	PO0147961	CONCRETE	\$102.00
01-08022	HUGHES LUMBER CO., LLC	PO0148215	CONCRETE/PAINT	\$35.24
01-13017	MUNN SUPPLY, INC.	PO0147782	CYLINDER RENTAL	\$65.31
01-13017	MUNN SUPPLY, INC.	PO0148212	CYLINDER RENTAL	\$17.83
01-13017	MUNN SUPPLY, INC.	PO0148212	WELDER STINGER/ELECTRODES (10)	\$80.31
01-16004	PDQ PRINTING	PO0148065	INSPECTION BOOKS (30)	\$215.00
01-16145	PETTY CASH	PO0148275	REIMB/CDL PERMIT/R MOGG	\$56.50
01-18063	DUB ROSS COMPANY, INC.	PO0148209	CULVERT REPLACE/1725 NORMAN RD	\$286.56
01-26005	ZEE MEDICAL SERVICE COMPANY	PO0148064	FIRST AID SUPPLIES	\$53.70
01-33210	P & K EQUIPMENT, INC.	PO0147821	MOWER BLADE	\$12.98
01-33210	P & K EQUIPMENT, INC.	PO0147821	V582/V584/V585 SKIDS	\$270.20
01-33210	P & K EQUIPMENT, INC.	PO0147821	V585 AIR BAG	\$360.35
01-33210	P & K EQUIPMENT, INC.	PO0148062	V571 TILT STEERING CYLINDER	\$120.98
01-33210	P & K EQUIPMENT, INC.	PO0148238	V584 SHOE/FASTENER/DIPSTICK	\$139.03
01-33210	P & K EQUIPMENT, INC.	PO0148238	V569 FILTERS/BELT	\$201.43
01-33210	P & K EQUIPMENT, INC.	PO0148238	HOSE/CLAMP	\$27.52
01-33210	P & K EQUIPMENT, INC.	PO0148277	V574 CLEVIS/FILTER/BOLT/NUT	\$1,147.62
01-40870	C L BOYD, INC.	PO0148067	V157/V161/V162 BLADES (10)	\$954.60
01-56300	TRUCK PRO, INC.	PO0147963	V135 HUB OIL/CAP	\$23.24
01-59360	FASTENAL COMPANY	PO0148071	NUTS/BOLTS/SCREWS	\$21.37
01-59360	FASTENAL COMPANY	PO0148071	V162 NUTS/BOLTS	\$14.93
01-59360	FASTENAL COMPANY	PO0148071	V220 HEADLINER	\$10.00
01-76250	LOGAN COUNTY ASPHALT COMPANY	PO0147958	PROLINE PATCH	\$1,675.68
01-80246	ATWOODS	PO0147900	V504 PINS (5)	\$11.45
01-80246	ATWOODS	PO0148034	PUMP/HOSE/SWITCH KIT/CLEANER/SOAP	\$103.46
01-80246	ATWOODS	PO0148034	V601 WATER PUMP	\$82.98
01-80246	ATWOODS	PO0148073	V339 ANTI-FREEZE	\$107.88
01-80343	FENTRESS OIL COMPANY, INC.	PO0148148	DEF FLUID/ALL VEHICLES	\$148.05
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0147820	NUTS/BOLTS/SCREWS	\$16.38
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0148041	CHISEL SET	\$13.58
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0148041	V601 COUPLERS/HOSE	\$15.77
STRMWTR & ROADWAY MAINT. TOTAL				\$22,089.58

FUND 10 DEPT 750 - TECHNICAL SERVICES

01-00146	CINTAS CORPORATION LOC. 624	PO0147715	UNIFORM RENTALS (17)	\$114.94
01-00146	CINTAS CORPORATION LOC. 624	PO0148204	UNIFORM RENTALS (16)	\$103.08
01-01783	JP MORGAN CHASE	PO0147954	CHASE PAYMENT	\$6,164.49
01-01783	JP MORGAN CHASE	PO0148281	CHASE PAYMENT	\$3,612.58
01-02047	CHICKASAW TELECOM, INC.	PO0146744	CISCO SWITCHES/SMARTNET	\$6,000.00
01-04082	THYSSENKRUPP ELEVATOR CORP.	PO0148121	ELEVATOR MAINTENANCE 4/18-6/18	\$310.35
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0148292	WAREHOUSE PARTS 3/18	\$360.21
01-04949	APS FIRECO OKLAHOMA CITY, LLC	PO0147881	ANNUAL FIRE ALARM INSPECTIONS (12)	\$1,500.00
01-04949	APS FIRECO OKLAHOMA CITY, LLC	PO0148048	ANNUAL FIRE EXT INSPECTIONS	\$35.00
01-05312	ENNIS-FLINT, INC.	PO0148100	GLASS BEADS	\$1,000.00
01-05312	ENNIS-FLINT, INC.	PO0148101	THERMOPLASTIC	\$1,225.00
01-05532	SIGNALTEK, INC.	PO0147722	TRAFFIC PULL BOXES (4)	\$645.00
01-05544	ADVANCED INSPECTION & REPAIR	PO0148006	STATE WELDING CERT/D BREEZE	\$85.00
01-16145	PETTY CASH	PO0148275	REIMB/ODL WELDING LICENSE/D BREEZE	\$25.00
01-16145	PETTY CASH	PO0148275	REIMB/CDL A LICENSE/W WEISS	\$101.50

01-33210	P & K EQUIPMENT, INC.	PO0148238	V572/V573 FILTERS (2)	\$98.72
01-59270	FLINT TRADING INC	PO0145442	TURN ARROWS (67)/TORCH/SEALER	\$4,949.28
01-80246	ATWOODS	PO0148228	CASTERS/HOOKS	\$35.94
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0148227	PVC (2)/CAPS (4)/KEY	\$12.63
TECHNICAL SERVICES TOTAL				\$26,378.72

FUND 10 DEPT 900 - LIBRARY

01-00032	MIDWEST TAPE	PO0146999	M-1717 AUDIOBOOKS (40)	\$2,488.40
01-00077	MOTION PICTURE LICENSING CORP	PO0147984	ANNUAL LICENSE RENEW 5/18-5/19	\$72.02
01-00085	PITNEY BOWES	PO0147897	POSTAGE LEASE 4/18	\$86.59
01-00551	PROQUEST INFORMATION AND LEARNING	PO0147778	ANNUAL ONLINE SUBSCRIPTION	\$968.00
01-00573	INSIGHT PUBLIC SECTOR, INC	PO0147755	IPAD MINIS (5)	\$1,874.45
01-00793	ONESOURCE MANAGED SERVICES	PO0148017	COPIER LEASE 4/18	\$446.47
01-01163	ADVANCED WATER SOLUTIONS	PO0147758	BOTTLED WATER	\$33.25
01-01338	J & P SUPPLY, INC.	PO0147822	RAGS/TISSUE	\$41.87
01-01783	JP MORGAN CHASE	PO0147954	CHASE PAYMENT	\$8,302.10
01-01783	JP MORGAN CHASE	PO0148281	CHASE PAYMENT	\$4,331.19
01-02016	BRODART CO., INC.	PO0146967	M-1717 READING HIDEOUT/CHAIRS	\$548.25
01-03053	NORTHWEST SHREDDERS, LLC	PO0148116	SECURITY CONSOLE 3/18	\$40.00
01-03454	OCLC ONLINE COMPUTER LIBRARY CENTE	PO0148027	ONLINE CATALOGING SUBSCRIPTION 4/18	\$1,256.48
01-04012	DEMCO, INC	PO0147771	BAGS/LABELS	\$165.78
01-04082	THYSSENKRUPP ELEVATOR CORP.	PO0148121	ELEVATOR MAINTENANCE 4/18-6/18	\$320.44
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0148292	WAREHOUSE PARTS 3/18	\$16.67
01-04589	SWANK MOTION PICTURES, INC	PO0147964	SITE LICENSE 5/18-4/19	\$75.00
01-04589	SWANK MOTION PICTURES, INC	PO0147966	COPYRIGHT LICENSE 5/18-4/19	\$1,197.00
01-05134	ENID NEWS & EAGLE	PO0147980	ADVERTISING	\$288.00
01-15019	OK HISTORICAL SOCIETY	PO0148114	MICROFILM SUBSCRIPTION 4/18	\$65.00
01-65460	ACTSHON PEST CONTROL	PO0147968	PEST CONTROL 3/18	\$30.00
01-80335	MAGAZINE SUBSCRIPTION SERVICE	PO0147496	MAGAZINE RENEWALS 2018/2019	\$3,546.53
LIBRARY TOTAL				\$26,193.49

FUND 10 DEPT 950 - SALES TAX TRANS.

01-03060	CENTRAL NATIONAL BANK	PO0147940	EMA SALES TAX TRANSFER 3/18	\$716,242.47
01-19099	SECURITY NATIONAL BANK	PO0147942	SCHOOL SALES TAX TRANSFER 3/18	\$94,051.93
01-19099	SECURITY NATIONAL BANK	PO0147942	EMA KAW SALES TAX TRANSFER 3/18	\$537,181.85
01-77520	BANK OF OKLAHOMA, NA	PO0147941	SCHOOL BOND TAX TRANSFER 3/18	\$85,008.69
SALES TAX TRANS. TOTAL				\$1,432,484.94

FUND 10 DEPT 955 - CAPITAL ASSETS & PROJECTS

01-02047	CHICKASAW TELECOM, INC.	PO0147754	ANNUAL EMAIL SECURITY SOFTWARE/CISCO	\$3,988.88
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0147323	WHEEL BALANCER/TIRE CHANGER	\$21,944.85
01-04719	DEAN E BOMHOLT	PO0147792	PROPERTY PURCHASE/#1 WOODLANDS	\$247,900.00
01-05493	NORLEM TECHNOLOGY CONSULTING	PO0147599	ANNUAL PALO ALTO FIREWALL/SUB/SUPPORT	\$17,793.50
01-05502	MORIDGE MANUFACTURING, INC.	PO0146971	MOWERS (3)	\$40,777.26
01-66270	SOUTHWEST TRAILER	PO0146738	DUMP TRUCK BODY/ACCESSORIES	\$30,952.20
CAPITAL ASSETS & PROJECTS TOTAL				\$363,356.69

FUND 14 DEPT 145 - HEALTH FUND

01-01783	JP MORGAN CHASE	PO0147954	CHASE PAYMENT	\$28.25
01-05543	ANYTIME FITNESS, ENID	PO0147970	COUCH TO 5K TRAIN/HEALTH FAIR	\$750.00
01-70870	FOCUS INSTITUTE, INC.	PO0148109	EAP SERVICE 4/18	\$1,233.33
01-78180	BLUE CROSS BLUE SHIELD OK	PO0148108	DENTAL FEES 3/18	\$1,800.44
01-78180	BLUE CROSS BLUE SHIELD OK	PO0148108	DENTAL CLAIMS 3/18	\$16,604.38
01-78180	BLUE CROSS BLUE SHIELD OK	PO0148108	HEALTH ADMIN FEES 3/18	\$19,698.24
01-78180	BLUE CROSS BLUE SHIELD OK	PO0148108	HEALTH CLAIMS 3/18	\$979,655.01
HEALTH FUND TOTAL				\$1,019,769.65

FUND 20 DEPT 205 - AIRPORT

01-00918	POTTER OIL CO, INC.	PO0147805	DIESEL	\$636.60
01-01338	J & P SUPPLY, INC.	PO0147822	TISSUE/TOWELS/DISPENSER/BATTERIES	\$423.70
01-01783	JP MORGAN CHASE	PO0147954	CHASE PAYMENT	\$226.58
01-01783	JP MORGAN CHASE	PO0148281	CHASE PAYMENT	\$175.93
01-01882	WEATHER SERVICES INTERNATIONAL	PO0148205	QTRLY PILOT BRIEF OPTIMA 4/18-6/18	\$564.00
01-01908	DOUBLE CHECK COMPANY, INC.	PO0148018	FUEL PUMP MAINTENANCE	\$229.12
01-02712	FARMER BROS. CO.	PO0148187	COFFEE	\$137.04
01-03022	CULLIGAN OF ENID	PO0147810	WATER SOFTENER RENTAL 4/18	\$58.00
01-04207	FOUR J'S TIRE SERVICE, LLC	PO0148107	V815 TIRES (3)	\$2,140.50
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0148292	WAREHOUSE PARTS 3/18	\$395.09
01-04684	OROSCO, NANCY	PO0148186	JANITORIAL SERVICE 4/18	\$187.50
01-05189	DBT TRANSPORTATION SERVICES, LLC	PO0147957	2ND QTR AWOS	\$1,270.00
01-05214	TECHNOLOGY CONTROL GROUP	PO0147809	FRONT GATE CAMERA REPAIR	\$75.00
01-13017	MUNN SUPPLY, INC.	PO0147969	OXYGEN REGULATOR/TORCH TIP	\$103.46
01-35300	UNIFIRST, INC.	PO0148020	MOPS (3)/MATS (2)/AIR FRESHENER	\$127.11
01-42400	AT & T	PO0147906	MONTHLY SERVICE 4/18	\$262.90
01-80343	FENTRESS OIL COMPANY, INC.	PO0147801	OIL/ST	\$382.82
01-80343	FENTRESS OIL COMPANY, INC.	PO0147979	SHIPPING FEES	\$102.69
01-80343	FENTRESS OIL COMPANY, INC.	PO0147979	OIL/ST	\$493.04
AIRPORT TOTAL				\$7,991.08

FUND 22 DEPT 000 - GOLF STOCK

01-05230	POPE DISTRIBUTING CO, INC.	PO0147709	BEER/ST	\$401.40
01-05230	POPE DISTRIBUTING CO, INC.	PO0147795	BEER/ST	\$564.00
01-05230	POPE DISTRIBUTING CO, INC.	PO0147796	BEER/ST	\$155.20
01-05230	POPE DISTRIBUTING CO, INC.	PO0147798	BEER/ST	\$346.00
01-05230	POPE DISTRIBUTING CO, INC.	PO0148196	BEER/ST	\$42.90
01-05240	ACUSHNET COMPANY	PO0148010	PRO SHOP/ST	\$139.95
01-05240	ACUSHNET COMPANY	PO0148011	PRO SHOP/ST	\$120.00
01-05240	ACUSHNET COMPANY	PO0148177	PRO SHOP/ST	\$1,332.91
01-05241	CALLAWAY GOLF SALES CO	PO0147770	PRO SHOP/ST	\$111.23
01-05241	CALLAWAY GOLF SALES CO	PO0148012	PRO SHOP/ST	\$164.94
01-05241	CALLAWAY GOLF SALES CO	PO0148197	PRO SHOP/ST	\$139.14
01-05275	H2 GOLF, LLC	PO0148005	PRO SHOP/ST	\$297.13
01-05336	BUSHNELL OUTDOOR PRODUCTS	PO0147711	PRO SHOP/ST	\$402.00
01-05417	CLEVELAND GOLF/SRIXON	PO0147712	PRO SHOP/ST	\$576.18
01-05417	CLEVELAND GOLF/SRIXON	PO0148015	PRO SHOP/ST	\$1,082.21
01-05439	TEXOMA GOLF, LLC	PO0148016	PRO SHOP/ST	\$143.34
01-05444	OUTDOOR CUSTOM SPORTSWEAR, LLC	PO0148199	PRO SHOP/ST	\$249.12
01-05444	OUTDOOR CUSTOM SPORTSWEAR, LLC	PO0148273	PRO SHOP/ST	\$1,104.83
01-05528	ANHEUSER-BUSCH, LLC.	PO0147704	BEER/ST	\$714.80
01-05528	ANHEUSER-BUSCH, LLC.	PO0148141	BEER/ST	\$342.40
01-05542	CUTTER & BUCK	PO0147971	PRO SHOP/ST	\$530.21
01-05542	CUTTER & BUCK	PO0147973	PRO SHOP/ST	\$281.36
01-05542	CUTTER & BUCK	PO0147978	PRO SHOP/ST	\$37.96
01-05542	CUTTER & BUCK	PO0147976	PRO SHOP/ST	\$365.94
01-07022	GREAT PLAINS COCA-COLA	PO0147982	SNACK BAR/ST	\$685.08
01-07022	GREAT PLAINS COCA-COLA	PO0148009	SNACK BAR/ST	\$326.70
01-13145	MID-AMERICA WHOLESAL, INC.	PO0147710	SNACK BAR/ST	\$136.53
01-13145	MID-AMERICA WHOLESAL, INC.	PO0147995	SNACK BAR/ST	\$70.97
01-13145	MID-AMERICA WHOLESAL, INC.	PO0148014	SNACK BAR/ST	\$146.39
01-13145	MID-AMERICA WHOLESAL, INC.	PO0148198	SNACK BAR/ST	\$246.78
01-13145	MID-AMERICA WHOLESAL, INC.	PO0148185	SNACK BAR/ST	\$285.32
GOLF STOCK TOTAL				\$11,542.92

FUND 22 DEPT 225 - GOLF

01-01338	J & P SUPPLY, INC.	PO0147822	TOWELS/TISSUE/CLEANER/SCREENS	\$431.01
01-01338	J & P SUPPLY, INC.	PO0148201	DEODORIZER	\$22.13
01-01783	JP MORGAN CHASE	PO0147954	CHASE PAYMENT	\$640.88
01-01783	JP MORGAN CHASE	PO0148281	CHASE PAYMENT	\$410.51
01-02539	BWI COMPANIES, INC.	PO0147934	HERBICIDE	\$2,158.57

01-04173	DE LAGE PUBLIC FINANCE, LLC.	PO0147713	GRINDER LEASE 5/18	\$377.15
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0147945	JANITORIAL SERVICE 3/18	\$196.11
01-04713	SIMPLOT PARTNERS	PO0145032	HERBICIDE	\$6,426.00
01-04713	SIMPLOT PARTNERS	PO0148203	GROWTH REGULATOR/FUNGICIDE	\$686.96
01-04744	CHELSEA INFORMATION SYSTEMS, INC.	PO0147708	HOSTED RESERVATIONS/WEBSITE SERVICE 5/18	\$395.00
01-04926	HAMPEL OIL DISTRIBUTORS, INC.	PO0148013	UNLEADED	\$334.49
01-04926	HAMPEL OIL DISTRIBUTORS, INC.	PO0148013	DIESEL	\$503.36
01-05160	VGM FINANCIAL SERVICES	PO0144112	UTILITY TRUCK LEASE 3/18	\$365.95
01-05160	VGM FINANCIAL SERVICES	PO0144113	GREENS MOWER LEASE 3/18	\$690.60
01-05241	CALLAWAY GOLF SALES CO	PO0148102	DRIVING RANGE BALLS (500)	\$2,475.00
01-13017	MUNN SUPPLY, INC.	PO0148052	CYLINDER RENTAL	\$7.14
01-13145	MID-AMERICA WHOLESale, INC.	PO0147710	SNACK BAR SUPPLIES	\$24.93
01-13145	MID-AMERICA WHOLESale, INC.	PO0147995	SNACK BAR SUPPLIES	\$52.88
01-13145	MID-AMERICA WHOLESale, INC.	PO0148014	CUPS/OIL	\$77.98
01-13145	MID-AMERICA WHOLESale, INC.	PO0148198	SNACK BAR SUPPLIES	\$10.32
01-13145	MID-AMERICA WHOLESale, INC.	PO0148185	SNACK BAR SUPPLIES	\$72.02
01-38030	DAL SECURITY, INC.	PO0148206	MONTHLY MONITORING 4/18	\$91.00
01-38830	LIGHTLE SAND & CONSTRUCTION CO.	PO0148182	SAND	\$1,661.10
01-50210	LOWE'S HOME CENTERS, INC.	PO0148200	CUPS/NOZZLES/BOLTS	\$75.94
01-65460	ACTSHON PEST CONTROL	PO0147968	PEST CONTROL 3/18	\$75.00
01-66210	YAMAHA MOTOR CORPORATION USA	PO0142933	GOLF CART LEASE 4/18	\$2,945.00
01-80215	PROFESSIONAL TURF PRODUCTS, INC.	PO0147974	MOWER REPAIR	\$381.87
			GOLF TOTAL	\$21,588.90

FUND 30 DEPT 305 - STREET & ALLEY

01-01783	JP MORGAN CHASE	PO0147954	CHASE PAYMENT	\$445.25
01-01783	JP MORGAN CHASE	PO0148281	CHASE PAYMENT	\$448.87
01-04033	DOLESE BROTHERS CO., INC.	PO0147783	R-1812C CRUSHER RUN	\$297.70
01-04033	DOLESE BROTHERS CO., INC.	PO0147956	R-1812C CRUSHER RUN	\$1,203.13
01-04579	COWAN GROUP ENGINEERING, LLC	PO0146069	R-1801A STREET IMPROVEMENT	\$37,715.00
01-05005	ENID CONCRETE CO., INC.	PO0147819	R-1808 CONCRETE	\$236.00
01-05005	ENID CONCRETE CO., INC.	PO0147965	R-1812C CONCRETE	\$11,489.50
01-05005	ENID CONCRETE CO., INC.	PO0148208	R-1812C CONCRETE	\$590.00
01-05005	ENID CONCRETE CO., INC.	PO0148272	R-1812C CONCRETE	\$1,003.00
			STREET & ALLEY TOTAL	\$53,428.45

FUND 31 DEPT 230 - UTILITY BILLING

01-00793	ONESOURCE MANAGED SERVICES	PO0147977	COPIER USAGE 3/18	\$88.89
01-00793	ONESOURCE MANAGED SERVICES	PO0148190	COPIER USAGE 4/18	\$362.58
01-01163	ADVANCED WATER SOLUTIONS	PO0147758	WATER COOLER RENTAL 4/18	\$70.10
01-01783	JP MORGAN CHASE	PO0147954	CHASE PAYMENT	\$337.92
01-01783	JP MORGAN CHASE	PO0148281	CHASE PAYMENT	\$223.97
01-02750	AQUA EXPRESS NORTH, LLC	PO0148053	V375 CAR WASHES (2)	\$15.00
01-02799	CRESCENT STORAGE CENTERS	PO0147719	ANNUAL STORAGE RENTAL 4/18-3/19	\$1,083.00
01-02799	CRESCENT STORAGE CENTERS	PO0147802	ANNUAL STORAGE RENTAL 4/18-3/19	\$230.00
01-03053	NORTHWEST SHREDDERS, LLC	PO0148116	SECURITY CONSOLE 3/18	\$20.00
01-03921	EXPRESS SCRIPTS, INC.	PO0147834	WC/MEDICAL	\$69.36
01-04116	DOWNTOWN THREADS	PO0148115	LOGO SHIRTS (6)	\$151.78
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0148292	WAREHOUSE PARTS 3/18	\$74.98
01-05384	CORE & MAIN LP	PO0148289	SPLICER KITS (200)	\$576.70
01-16004	PDQ PRINTING	PO0147812	CONTACT/RETURN CK CARDS (1000)	\$360.00
01-49880	DELL MARKETING, LP	PO0147601	COMPUTERS (2)	\$1,489.24
01-49880	DELL MARKETING, LP	PO0147591	COMPUTERS (2)	\$1,489.24
01-57360	UNIVERSAL MANAGEMENT COMPANY	PO0148094	CARPET CLEANING	\$378.00
			UTILITY BILLING TOTAL	\$7,020.76

FUND 31 DEPT 760 - SOLID WASTE SERVICES

01-00146	CINTAS CORPORATION LOC. 624	PO0147774	UNIFORM RENTALS (48)	\$214.24
01-00146	CINTAS CORPORATION LOC. 624	PO0147774	SHOP TOWEL SERVICE	\$48.88
01-00146	CINTAS CORPORATION LOC. 624	PO0148003	UNIFORM RENTALS (30)	\$287.37
01-00146	CINTAS CORPORATION LOC. 624	PO0148091	SHOP TOWEL SERVICE	\$48.88
01-00146	CINTAS CORPORATION LOC. 624	PO0148091	UNIFORM RENTALS (29)	\$239.21

01-00146	CINTAS CORPORATION LOC. 624	PO0148174	UNIFORM RENTALS (10)	\$73.55
01-00146	CINTAS CORPORATION LOC. 624	PO0148174	SHOP TOWEL SERVICE	\$48.88
01-00146	CINTAS CORPORATION LOC. 624	PO0148213	UNIFORM RENTALS (19)	\$192.26
01-00159	UNITED STATES GYPSUM COMPANY	PO0145543	CRUSHER RUN	\$970.90
01-00878	BROWN'S SHOE FIT COMPANY	PO0148023	BOOTS/R HENSLEE	\$150.00
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0147981	PLATE (4)/TUBING	\$47.68
01-01152	JANUARY ENVIRONMENTAL SERVICES, IN	PO0148039	WASTE WATER DISPOSAL	\$975.00
01-01163	ADVANCED WATER SOLUTIONS	PO0147804	WATER COOLER RENTAL 4/18	\$30.00
01-01517	LAVICKY SAND COMPANY, INC.	PO0148117	V265 VEHICLE TRANSPORT	\$920.00
01-01783	JP MORGAN CHASE	PO0147954	CHASE PAYMENT	\$1,484.47
01-01783	JP MORGAN CHASE	PO0148281	CHASE PAYMENT	\$4,564.26
01-02017	A. W. BRUEGGEMANN CO., INC.	PO0148173	V265 WASHER/BOLTS	\$22.40
01-02018	BASS BAPTIST HEALTH CENTER - DALLA	PO0147846	WC/MEDICAL	\$47.55
01-02243	BB MACHINE & SUPPLY, INC.	PO0147823	AUGER REPAIR/YOKE/U-JOINT	\$91.51
01-02243	BB MACHINE & SUPPLY, INC.	PO0147997	SPRINGS (24)/TRASH TRUCKS	\$163.44
01-02259	ENID OVERHEAD DOOR	PO0148083	OVERHEAD DOOR REPAIR	\$126.00
01-03022	CULLIGAN OF ENID	PO0148040	WATER COOLER RENTAL 4/18	\$28.00
01-03110	VERMEER GREAT PLAINS	PO0148026	V262 CLUTCH PRESSURE SWITCH	\$1,483.07
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0142799	LOADER RENTAL 4/18	\$3,200.00
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0148038	V267 FILTER KIT	\$100.81
01-03312	CAROLINA SOFTWARE, INC.	PO0147784	SOFTWARE SUPPORT 4/18-6/18	\$900.00
01-03921	EXPRESS SCRIPTS, INC.	PO0147834	WC/MEDICAL	\$697.84
01-04023	NEUROSCIENCE SPECIALISTS, PC	PO0147849	WC/MEDICAL	\$88.74
01-04038	OK DEPT OF ENVIRONMENTAL QUALITY	PO0147718	STATE DISPOSAL FEE 1/18-3/18	\$20,810.00
01-04060	SCS AQUATERRA	PO0148162	GREENHOUSE GAS REPORT	\$1,300.00
01-04207	FOUR J'S TIRE SERVICE, LLC	PO0148107	V224 TIRES (4)	\$1,194.00
01-04207	FOUR J'S TIRE SERVICE, LLC	PO0148107	V246 ALIGNMENT	\$1,290.45
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0148292	WAREHOUSE PARTS 3/18	\$16,451.20
01-04560	DOCUGUARD	PO0144268	RECYCLING CONTRACT 2/18-3/18	\$7,225.08
01-04949	APS FIRECO OKLAHOMA CITY, LLC	PO0147881	ANNUAL FIRE EXT INSPECTIONS (35)	\$1,081.12
01-04962	COMMUNITY NAT'L BANK OF OKARCHE	PO0142912	COMPACTOR LEASE 4/18	\$7,906.67
01-04962	COMMUNITY NAT'L BANK OF OKARCHE	PO0142913	DOZER LEASE 4/18	\$6,508.65
01-04979	SHEPHERD ENGINEERING DESIGN CO., I	PO0146586	POST CLOSURE REPORT	\$660.00
01-05066	BRUCKNER TRUCK SALES, INC.	PO0145225	V226 WALKING BEAM REPAIR	\$4,959.05
01-05207	EMPIRE FINANCIAL, LLC	PO0143924	2017 TRASH TRUCK LEASE/PETERBUILT 5/18	\$9,466.89
01-05207	EMPIRE FINANCIAL, LLC	PO0143925	2017 TRASH TRUCK LEASE/MAC 5/18	\$5,052.27
01-05448	CATERPILLAR FINANCIAL SVS	PO0145824	CATERPILLAR SCRAPER LEASE	\$11,950.00
01-05549	WASTEBUILT ENVIRONMENTAL SOLUTIONS	PO0148165	V223/V225/V246 HYDRAULIC FILTERS (3)	\$353.30
01-07102	GARFIELD R W D #5	PO0148118	MONTHLY SERVICE 3/18	\$42.06
01-08018	HOTSY OF OKLAHOMA, INC.	PO0148096	CLEANER	\$74.00
01-13017	MUNN SUPPLY, INC.	PO0148131	CYLINDER RENTAL	\$28.53
01-16145	PETTY CASH	PO0148236	REIMB/CDL PERMIT/C HEDGES	\$56.50
01-19235	SOUTHWEST TRUCK PARTS, INC.	PO0147998	V216 HOSES/UNION	\$287.49
01-40180	WAY OUT WEST	PO0148143	BOOTS/C HEDGES	\$139.95
01-40180	WAY OUT WEST	PO0148143	BOOTS/J REDDING	\$149.95
01-50210	LOWE'S HOME CENTERS, INC.	PO0148136	BLADES (2)	\$21.44
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0147818	V212 FUEL LINE	\$2.76
01-59360	FASTENAL COMPANY	PO0147811	NUTS/BOLTS/FITTINGS	\$47.82
01-61010	B-K PROPANE, INC.	PO0148037	PROPANE	\$716.84
01-80153	KINNUNEN, INC.	PO0148033	DRILL BIT/ANCHOR WEDGES (10)	\$38.64
01-80246	ATWOODS	PO0147760	BOOTS/E BUFFUM	\$149.99
01-80246	ATWOODS	PO0148034	ELBOW NOZZLE KIT	\$7.77
01-80246	ATWOODS	PO0148090	BOTTLED WATER (PALLET)	\$167.16
01-80343	FENTRESS OIL COMPANY, INC.	PO0147959	OIL	\$1,170.28
01-80343	FENTRESS OIL COMPANY, INC.	PO0148105	V250 HYDRAULIC OIL	\$585.50
01-80343	FENTRESS OIL COMPANY, INC.	PO0148148	DEF FLUID/ALL VEHICLES	\$148.05
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0148004	BIT	\$2.97
			SOLID WASTE SERVICES TOTAL	\$117,291.32

FUND 31 DEPT 785 - PUBLIC UTILITIES MGMT

01-00878	BROWN'S SHOE FIT COMPANY	PO0148287	BOOTS/A RODGERS	\$130.50
01-01178	ACCURATE, INC.	PO0148176	SAMPLE ANALYSIS	\$370.00
01-01178	ACCURATE, INC.	PO0148230	SAMPLE ANALYSIS	\$260.00
01-01178	ACCURATE, INC.	PO0148246	SAMPLE ANALYSIS	\$3,855.00
01-01338	J & P SUPPLY, INC.	PO0148178	LINERS	\$14.37
01-01783	JP MORGAN CHASE	PO0147954	CHASE PAYMENT	\$593.91
01-01783	JP MORGAN CHASE	PO0148281	CHASE PAYMENT	\$1,123.51

01-03512	PACE ANALYTICAL SERVICES, INC.	PO0147858	POTW SAMPLE ANALYSIS	\$803.00
01-03512	PACE ANALYTICAL SERVICES, INC.	PO0148130	SAMPLE ANALYSIS	\$158.50
01-03661	RK BLACK, INC.	PO0146694	COLOR COPIER	\$3,613.90
01-04129	OK DEPT. OF CORRECTIONS	PO0148007	INMATE MEALS 3/18	\$840.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0148292	WAREHOUSE PARTS 3/18	\$18.99
01-15181	OK CORPORATION COMMISSION	PO0147785	ANNUAL TANK REGISTRATION	\$125.00
01-80445	A E HOWARD TILE AND CARPET, INC.	PO0148231	TILE/GROUT	\$705.62
PUBLIC UTILITIES MGMT TOTAL				\$12,612.30

FUND 31 DEPT 790 - WATER PRODUCTION

01-00146	CINTAS CORPORATION LOC. 624	PO0147880	UNIFORM RENTALS (30)	\$554.38
01-00146	CINTAS CORPORATION LOC. 624	PO0148134	UNIFORM RENTALS (9)	\$70.35
01-00159	UNITED STATES GYPSUM COMPANY	PO0148175	CRUSHER RUN	\$1,167.55
01-00159	UNITED STATES GYPSUM COMPANY	PO0148188	CRUSHER RUN	\$1,314.33
01-00543	WILSON, LU ANN	PO0147748	WATER ROYALTIES 7/17-12/17	\$50.00
01-00545	HAYES, FREDDIE L.	PO0147733	WATER ROYALTIES 7/17-12/17	\$50.00
01-00781	INTERSTATE ALL BATTERY CENTER, INC	PO0148025	PHONE BATTERY	\$33.10
01-01005	ALFALFA ELECTRIC COOPERATIVE	PO0147922	MONTHLY SERVICE 4/18	\$13,505.54
01-01178	ACCURATE, INC.	PO0147879	SAMPLE ANALYSIS	\$70.00
01-01178	ACCURATE, INC.	PO0148051	SAMPLE ANALYSIS	\$577.50
01-01178	ACCURATE, INC.	PO0148146	SAMPLE ANALYSIS	\$577.50
01-01234	LEE, VERNON E.	PO0147747	WATER ROYALTIES 7/17-12/17	\$100.00
01-01338	J & P SUPPLY, INC.	PO0147863	TOWELS/CLEANER/DISP INSTALL	\$344.12
01-01453	WESTERN HYDRO CORP.	PO0148086	DROP PIPE (8)/ADAPTERS (2)	\$253.23
01-01453	WESTERN HYDRO CORP.	PO0148103	ADAPTERS/TAPE/SPLICE KITS	\$1,121.38
01-01453	WESTERN HYDRO CORP.	PO0148147	DROP PIPE (10)	\$103.24
01-01486	HAYES, KEVIN W.	PO0147734	WATER ROYALTIES 7/17-12/17	\$50.00
01-01487	HENNEKE, DAVID	PO0147735	WATER ROYALTIES 7/17-12/17	\$100.00
01-01783	JP MORGAN CHASE	PO0147954	CHASE PAYMENT	\$120.96
01-01783	JP MORGAN CHASE	PO0148281	CHASE PAYMENT	\$648.98
01-01954	PUMPS OF OKLAHOMA, INC.	PO0147955	METERS (3)/MOTOR	\$4,448.10
01-01954	PUMPS OF OKLAHOMA, INC.	PO0148008	METERS (3)	\$2,465.10
01-01954	PUMPS OF OKLAHOMA, INC.	PO0148189	METERS (3)	\$2,465.10
01-02021	B'S QUALITY DOOR, INC.	PO0148085	HINGE/ROLLERS (2)	\$199.75
01-02082	AT&T MOBILITY	PO0147948	MONTHLY SERVICE 3/18	\$54.78
01-02138	RENBARGER, ELEANOR	PO0147739	WATER ROYALTIES 7/17-12/17	\$100.00
01-02437	CROW, LORA NELL	PO0147736	WATER ROYALTIES 7/17-12/17	\$33.34
01-02515	ENID EYE OPTICAL, INC.	PO0147806	SAFETY GLASSES/T KELLEY	\$156.00
01-03698	RADIX PARTNERS, LLC	PO0147726	WATER ROYALTIES 7/17-12/17	\$200.00
01-04008	DENNIS, ISABELL C.	PO0147728	WATER ROYALTIES 7/17-12/17	\$100.00
01-04157	CONSOLIDATED ELECTRICAL DISTRIBUTO	PO0148132	SPLICE KITS (20)	\$76.85
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0148292	WAREHOUSE PARTS 3/18	\$404.18
01-04924	SUMMERS, DARLA V.	PO0147743	WATER ROYALTIES 7/17-12/17	\$100.00
01-05102	LEE, LAVETA M	PO0147737	WATER ROYALTIES 7/17-12/17	\$100.00
01-05533	DIERKSON, DOLORES	PO0147749	WATER ROYALTIES 7/17-12/17	\$100.00
01-13017	MUNN SUPPLY, INC.	PO0148131	CYLINDER RENTAL	\$21.40
01-13223	M&M SUPPLY COMPANY	PO0147862	FLANGE/TEE	\$198.39
01-16145	PETTY CASH	PO0148236	REIMB/MEAL/ODEQ TRAIN (2)	\$152.96
01-19047	AT & T	PO0148024	MONTHLY SERVICE 4/18	\$466.75
01-19261	STEFFEN, LELAND MD	PO0147742	WATER ROYALTIES 7/17-12/17	\$125.00
01-23039	WALTON, EDITH	PO0147746	WATER ROYALTIES 7/17-12/17	\$100.00
01-34520	BUTLER, LACY, JR.	PO0147725	WATER ROYALTIES 7/17-12/17	\$100.00
01-34570	CROW, FRANK W., III	PO0147727	WATER ROYALTIES 7/17-12/17	\$33.33
01-34580	CROW, FOREST W.	PO0147730	WATER ROYALTIES 7/17-12/17	\$33.33
01-34600	SMITH, ILA MAE	PO0147741	WATER ROYALTIES 7/17-12/17	\$50.00
01-34640	VAUGHN, IRIS	PO0147744	WATER ROYALTIES 7/17-12/17	\$100.00
01-34680	RASAR, ELIZABETH L.	PO0147738	WATER ROYALTIES 7/17-12/17	\$50.00
01-34690	RASAR, VAUGHN B	PO0147745	WATER ROYALTIES 7/17-12/17	\$50.00
01-38030	DAL SECURITY, INC.	PO0148084	MONTHLY MONITORING 5/18	\$50.00
01-49880	DELL MARKETING, LP	PO0148161	COMPUTERS (2)	\$2,019.61
01-50210	LOWE'S HOME CENTERS, INC.	PO0147850	FILTERS (16)	\$67.84
01-59670	FARMERS & MERCHANTS NAT'L BANK	PO0147731	WATER ROYALTIES 7/17-12/17	\$100.00
01-61010	B-K PROPANE, INC.	PO0147861	PROPANE	\$102.07
01-65900	ANDERSON-BURRIS FUNERAL	PO0147724	WATER ROYALTIES 7/17-12/17	\$100.00
01-65910	GOODE, GERALD TRUST	PO0147732	WATER ROYALTIES 7/17-12/17	\$50.00

01-65920	DETRICK, TERRY & RITA	PO0147729	WATER ROYALTIES 7/17-12/17	\$100.00
01-72200	GOODE, SHERRY TRUST	PO0147740	WATER ROYALTIES 7/17-12/17	\$50.00
01-79980	PIONEER BUSINESS SOLUTION	PO0147775	MONTHLY SERVICE 4/18	\$93.23
01-79980	PIONEER BUSINESS SOLUTION	PO0148144	MONTHLY SERVICE 4/18	\$251.87
01-80258	BRENNTAG SOUTHWEST, INC.	PO0142828	CHLORINE	\$7,095.20
WATER PRODUCTION TOTAL				\$43,376.34

FUND 31 DEPT 795 - WATER RECLAMATION SERVICES

01-00146	CINTAS CORPORATION LOC. 624	PO0147721	UNIFORM RENTALS (16)	\$163.86
01-00146	CINTAS CORPORATION LOC. 624	PO0147860	UNIFORM RENTALS (15)	\$101.00
01-00146	CINTAS CORPORATION LOC. 624	PO0148091	UNIFORM RENTALS (16)	\$211.20
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0147763	REBAR	\$31.00
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0148001	V120 PLATE	\$631.24
01-01783	JP MORGAN CHASE	PO0147954	CHASE PAYMENT	\$1,024.66
01-01783	JP MORGAN CHASE	PO0148281	CHASE PAYMENT	\$1,387.79
01-02017	A. W. BRUEGGEMANN CO., INC.	PO0147764	WRENCH	\$74.25
01-03921	EXPRESS SCRIPTS, INC.	PO0147834	WC/MEDICAL	\$16.49
01-04033	DOLESE BROTHERS CO., INC.	PO0147716	CRUSHER RUN	\$191.30
01-04033	DOLESE BROTHERS CO., INC.	PO0147723	CRUSHER RUN	\$983.67
01-04033	DOLESE BROTHERS CO., INC.	PO0148050	CRUSHER RUN	\$610.66
01-04033	DOLESE BROTHERS CO., INC.	PO0148135	CRUSHER RUN	\$210.47
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0148292	WAREHOUSE PARTS 3/18	\$9,809.87
01-05005	ENID CONCRETE CO., INC.	PO0147807	CONCRETE	\$283.75
01-05005	ENID CONCRETE CO., INC.	PO0147819	CONCRETE	\$631.50
01-05384	CORE & MAIN LP	PO0146972	COMPOUND METERS (2)	\$5,610.00
01-05384	CORE & MAIN LP	PO0146996	ANGLE STOPS/CURB STOPS	\$4,962.00
01-13017	MUNN SUPPLY, INC.	PO0148131	CYLINDER RENTAL	\$49.92
01-13017	MUNN SUPPLY, INC.	PO0148179	CYLINDER RENTAL	\$9.30
01-15083	OK CONTRACTORS SUPPLY	PO0147859	DRAIN SHOVELS (3)/RIVETS (8)	\$125.25
01-15083	OK CONTRACTORS SUPPLY	PO0148002	SHARP SHOOTER/HYDRANT EXTENSION	\$434.40
01-15083	OK CONTRACTORS SUPPLY	PO0147325	FIRE HYDRANTS (10)	\$14,200.00
01-15083	OK CONTRACTORS SUPPLY	PO0148270	ANGLE STOPS/COUPLINGS/ADAPTERS	\$1,180.00
01-19165	STEVENS FORD, INC.	PO0148031	V336 FUSES (8)	\$12.40
01-50210	LOWE'S HOME CENTERS, INC.	PO0147756	DRYWALL/WINDOW CASING	\$44.62
01-80153	KINNUNEN, INC.	PO0147717	GENERATOR COVER	\$29.99
01-80246	ATWOODS	PO0148022	BOOTS/D LUGINBILL	\$129.99
WATER RECLAMATION SERVICES TOTAL				\$43,150.58

FUND 31 DEPT 799 - WASTEWATER PLANT MGMT

01-00447	FRONTIER EQUIP. SALES, LLC	PO0147714	WATER TANK FILTERS (2)	\$57.50
01-01178	ACCURATE, INC.	PO0148028	AMMONIA/NITRATE/PHOS TESTS	\$2,266.60
01-01783	JP MORGAN CHASE	PO0148281	CHASE PAYMENT	\$372.76
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0148292	WAREHOUSE PARTS 3/18	\$1,556.96
01-04429	STOVER & ASSOCIATES, INC	PO0143362	PLANT MGMT SERVICE 4/18	\$105,458.25
01-04439	J A KING	PO0148184	CALIBRATIONS (5)/THERMOMETER	\$1,050.00
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0147945	JANITORIAL SERVICE 3/18	\$622.44
01-04967	ALFA LAVAL, INC.	PO0148106	BELTS (2)	\$4,378.57
01-05354	HAWKINS, INC.	PO0143054	POLYMER	\$122.00
01-05524	UV DOCTOR LAMPS, LLC	PO0147751	UV LAMPS (80)	\$9,360.00
WASTEWATER PLANT MGMT TOTAL				\$125,245.08

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

01-02687	RETAIL ATTRACTIONS, LLC	PO0143361	PROFESSIONAL SERVICE 3/18	\$6,000.00
E.E.D.A. TOTAL				\$6,000.00

FUND 33 DEPT 335 - V.D.A.

01-00223	COOPER, MICHAEL G.	PO0143064	CONSULTING SERVICE 3/18	\$10,000.00
01-00223	COOPER, MICHAEL G.	PO0148244	REIMB/TRAVEL/DC TRIP/KAW LAKE	\$1,828.00
01-00223	COOPER, MICHAEL G.	PO0148245	REIMB/REG FEE/NATIONAL SUMMIT	\$595.00

01-00332	TRAVEL ENTERPRISE, INC.	PO0147786	AIRFARE/AIRSPACE PROTECT/M COOPER	\$796.00
01-00332	TRAVEL ENTERPRISE, INC.	PO0148104	AIRFARE/DC TRIP/M COOPER	\$577.60
01-00332	TRAVEL ENTERPRISE, INC.	PO0148104	AIRFARE/OFF BASE INFRASTRUCTURE/M COOPER	\$520.60
V.D.A. TOTAL				\$14,317.20

FUND 40 DEPT 405 - CAPITAL IMPROVEMENT

01-00894	POE & ASSOCIATES, INC.	PO0146067	R-1803A IMPROVEMENT DESIGN	\$23,334.50
01-03531	CABBINESS ENGINEERING, LLC	PO0147501	P-1802A PROFESSIONAL SERVICE	\$7,863.75
01-60230	RICK LORENZ CONSTRUCTION	PO0141905	M-1707A 2017 ADA COMPLIANCE	\$33,775.20
CAPITAL IMPROVEMENT TOTAL				\$64,973.45

FUND 41 DEPT 415 - STREET IMPROVEMENT

01-05459	OLSSON ASSOCIATES, INC.	PO0145985	R-1802A MILL/OVERLAY	\$9,436.10
STREET IMPROVEMENT TOTAL				\$9,436.10

FUND 42 DEPT 425 - SANITARY SEWER FUND

01-12007	LUCKINBILL, INC.	PO0146493	S-1704A POINT REPAIR PROGRAM	\$12,635.38
SANITARY SEWER FUND TOTAL				\$12,635.38

FUND 43 DEPT 435 - STORMWATER FUND

01-05050	ENVIROTECH	PO0143358	F-1803A PROFESSIONAL SERVICE	\$1,425.00
STORMWATER FUND TOTAL				\$1,425.00

FUND 44 DEPT 445 - WATER CAP. IMPROVEMENT FUND

01-03760	GARVER, LLC	PO0139545	W-1712B PROFESSIONAL SERVICE	\$561,977.52
01-05384	CORE & MAIN LP	PO0147234	W-1805A GATE VALVES (30)	\$12,227.40
WATER CAP. IMPROVEMENT FUND TOTAL				\$574,204.92

FUND 50 DEPT 505 - 911

01-01783	JP MORGAN CHASE	PO0148281	CHASE PAYMENT	\$332.71
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0148229	COPIER USAGE 4/18	\$168.40
01-42400	AT&T	PO0147914	MONTHLY SERVICE 3/18	\$1,788.96
01-66190	AT&T	PO0147851	MONTHLY SERVICE 4/18	\$582.26
01-66190	AT&T	PO0148249	MONTHLY SERVICE 4/18	\$9,655.19
01-66190	AT&T	PO0148252	MONTHLY SERVICE 4/18	\$1,174.93
911 TOTAL				\$13,702.45

FUND 51 DEPT 515 - POLICE

01-00082	OU PHYSICIANS	PO0147875	WC/MEDICAL/G ROBERTSON	\$133.01
01-00612	PHYSICIANS GROUP, LLC	PO0147864	WC/MEDICAL/G ROBERTSON	\$88.74
01-01227	AUTRY VO-TECH CENTER	PO0148222	HPC TESTING (2)	\$70.00
01-01338	J & P SUPPLY, INC.	PO0147852	TOWELS/TISSUES/SCREENS/AEROSOL	\$666.40
01-01338	J & P SUPPLY, INC.	PO0148225	DRAIN CLEANER	\$195.04
01-01472	STAPLES ADVANTAGE	PO0147991	INK CARTRIDGES (3)/CD SLEEVES	\$250.96
01-01583	ORTHOPEDIC ASSOCIATES, INC.	PO0147871	WC/MEDICAL/D WILLSON	\$384.17
01-01783	JP MORGAN CHASE	PO0147954	CHASE PAYMENT	\$2,347.85
01-01783	JP MORGAN CHASE	PO0148281	CHASE PAYMENT	\$3,906.29
01-02082	AT & T MOBILITY	PO0147915	MONTHLY SERVICE 3/18	\$3,875.96
01-02423	GIN, ANDREW MD	PO0147873	WC/MEDICAL/G ROBERTSON	\$131.83
01-02750	AQUA EXPRESS NORTH, LLC	PO0148235	CAR WASHES (58)	\$220.00
01-03053	NORTHWEST SHREDDERS, LLC	PO0148116	SECURITY CONSOLE 3/18	\$100.00
01-03226	BLAKLEY LAWN SERVICE, LLC.	PO0148217	WEED CONTROL	\$200.00
01-03453	SALTUS TECHNOLOGIES, LLC	PO0147855	DIGITICKET PAPER	\$563.00
01-03609	ALL TRAFFIC SOLUTIONS	PO0148250	ANNUAL TRAFFIC SUITE APP RENEW	\$3,000.00
01-03815	TLO, LLC	PO0148251	ANNUAL ONLINE INVEST SVC RENEW	\$1,320.00

01-04013	STILLWATER MEDICAL CENTER AUTHORIT	PO0147877	WC/MEDICAL/D FITZWATER	\$1,043.64
01-04018	OKLAHOMA SPINE & BRAIN INSTITUTE	PO0147865	WC/MEDICAL/B SCHWARZKOPF	\$131.83
01-04023	NEUROSCIENCE SPECIALISTS, PC	PO0147841	WC/MEDICAL/B SCHWARZKOPF	\$146.76
01-04116	DOWNTOWN THREADS	PO0148233	UNIFORM CAP	\$4.80
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0148292	WAREHOUSE PARTS 3/18	\$2,181.21
01-04563	XPRESS WELLNESS, LLC	PO0147876	WC/MEDICAL/A LUCAS	\$231.57
01-04563	XPRESS WELLNESS, LLC	PO0147876	WC/MEDICAL/D WILLSON	\$362.46
01-04563	XPRESS WELLNESS, LLC	PO0147876	WC/MEDICAL/D MAJOWITZ	\$220.57
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0148229	COPIER USAGE 4/18	\$591.57
01-04916	RF RESULTS, LLC	PO0147856	RADIO REPAIR	\$241.08
01-05110	ENID NOON AMBUCS	PO0148224	QUARTERLY DUES/B SKAGGS	\$159.55
01-05285	THERAPY INNOVATIONS	PO0147844	WC/MEDICAL/D WILLSON	\$676.19
01-05436	SCHWARZKOPF, BRIAN D	PO0148150	WC/TRAVEL REIMB	\$129.17
01-05519	WILLSON, DEBBIE M	PO0147831	WC/TRAVEL REIMB	\$58.55
01-05519	WILLSON, DEBBIE M	PO0147874	WC/TRAVEL REIMB	\$58.55
01-05519	WILLSON, DEBBIE M	PO0148152	WC/TRAVEL REIMB	\$58.55
01-07041	GALL'S, INC.	PO0143644	UNIFORMS/EQUIPMENT	\$660.94
01-11074	KLINE SIGN, LLC	PO0148220	FLAG POLE REPAIR	\$435.00
01-13089	MERRIFIELD OFFICE SUPPLY	PO0148232	PAPER	\$294.86
01-16145	PETTY CASH	PO0148278	REIMB/POLYGRAPH LICENSE/C VON SCHRILTZ	\$150.00
01-16145	PETTY CASH	PO0148278	REIMB/VEHICLE TAG/REGISTRATION	\$19.00
01-30420	OLSON ANIMAL HOSPITAL, INC.	PO0148122	REIMB/VACCINES	\$210.00
01-30830	LOCKE SUPPLY, INC.	PO0148234	FLEX FOIL DUCTS	\$60.97
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0147949	VACCINATIONS (3)	\$235.00
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0148219	TB TESTS (4)	\$100.00
01-46560	GROOM CLOSET	PO0147853	DOG FOOD	\$35.52
01-46560	GROOM CLOSET	PO0148216	DOG FOOD	\$71.04
01-49880	DELL MARKETING, LP	PO0147854	MEMORY	\$194.88
01-50210	LOWE'S HOME CENTERS, INC.	PO0147850	MOP PADS/HOLDER/NUTS/SCREWS	\$249.02
01-53300	ANIMAL CARE OF ENID, INC.	PO0148047	REIMB/VACCINES	\$245.00
01-65460	ACTSHON PEST CONTROL	PO0148237	PEST CONTROL 4/18	\$90.00
01-79090	ST MARYS REGIONAL MEDICAL CENTER	PO0147872	WC/MEDICAL/D WILLSON	\$592.47
01-79290	SIGN SHACK THE	PO0148226	V2007 DECAL	\$185.00
01-80343	FENTRESS OIL COMPANY, INC.	PO0148105	OIL	\$788.28
01-80391	INTEGRIS BASS PAVILION	PO0147867	WC/MEDICAL/B SCHWARZKOPF	\$119.40
			POLICE TOTAL	\$28,485.68

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

01-01783	JP MORGAN CHASE	PO0148281	CHASE PAYMENT	\$101.01
01-03438	ENID CONVENTION & VISITORS BUREAU	PO0148029	4TH QTR VISIT ENID FUNDING	\$109,153.00
01-04656	CENTERPOINT ENERGY SERVICES, INC.	PO0148248	MONTHLY SERVICE 3/18	\$301.00
01-15125	OK GAS & ELECTRIC	PO0147920	MONTHLY SERVICE 3/18	\$12,932.82
01-15127	OK NATURAL GAS	PO0148139	MONTHLY SERVICE 3/18	\$635.49
01-80045	CHISHOLM TRAIL EXPO CENTER	PO0148288	HOTEL TAX 3/18	\$38,437.61
			E.E.C.C.H. TOTAL	\$161,560.93

FUND 65 DEPT 655 - FIRE

01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0148112	V1043 EMERGENCY REPAIR	\$3,709.88
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0148261	FILTERS (9)/ENGINE BOLTS (12)	\$363.70
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0148261	V1029 PLUG KIT/VALVE COVER	\$6.32
01-00957	NAFECO	PO0147884	SUSPENDERS (10)	\$419.17
01-01338	J & P SUPPLY, INC.	PO0147889	TOWELS/TISSUE/LINERS/CLEANER	\$746.99
01-01338	J & P SUPPLY, INC.	PO0148263	CLEANER/TOWELS/SOAP/MOPS (2)	\$330.98
01-01476	NORTHERN SAFETY CO., INC.	PO0147952	O-RINGS (20)/BEARINGS (20)	\$110.80
01-01476	NORTHERN SAFETY CO., INC.	PO0147952	REGULATOR KNOBS (10)/PINS (10)	\$83.49
01-01476	NORTHERN SAFETY CO., INC.	PO0148254	CONNECTOR KITS (2)	\$92.03
01-01783	JP MORGAN CHASE	PO0147954	CHASE PAYMENT	\$2,348.11
01-01783	JP MORGAN CHASE	PO0148281	CHASE PAYMENT	\$1,173.37
01-02017	A. W. BRUEGGEMANN CO., INC.	PO0148266	TAP/DIE SET	\$250.00
01-02047	CHICKASAW TELECOM, INC.	PO0146744	CISCO SWITCHES/SMARTNET	\$3,026.12
01-02082	AT&T MOBILITY	PO0147830	MONTHLY SERVICE 3/18	\$185.86
01-02243	BB MACHINE & SUPPLY, INC.	PO0148253	V1039 O-RINGS	\$4.76
01-02363	CONRAD FIRE EQUIP., INC.	PO0147951	COMMAND LIGHTS (2)	\$132.10
01-02363	CONRAD FIRE EQUIP., INC.	PO0148262	V1039 LADDER HYDRAULIC LIFTERS	\$298.63
01-02363	CONRAD FIRE EQUIP., INC.	PO0148262	V1029 ROLL UP DOOR REPAIR/CAPS	\$374.85
01-02363	CONRAD FIRE EQUIP., INC.	PO0148262	HOSE GATED VALVE KIT	\$237.45

01-03545	OK STATE DEPT OF HEALTH	PO0148264	ANNUAL EMT LICENSE RENEW (28)	\$630.00
01-03607	ABSOLUTE SECURITY, FIRE & DESIGN,	PO0147894	2ND QTR MONITORING SERVICE/STA 1-4	\$360.00
01-03661	RK BLACK, INC.	PO0147887	COPIER MAINTENANCE 3/18	\$222.55
01-04073	DERRICK CANVAS, INC.	PO0147829	V1034 HOSE COVER REPAIR	\$65.00
01-04116	DOWNTOWN THREADS	PO0147888	FIRE ACADEMY SHIRTS (15)	\$278.10
01-04217	TRUTH VERIFICATION POLYGRAPH SERVI	PO0148259	POLYGRAPH	\$275.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0148292	WAREHOUSE PARTS 3/18	\$8.12
01-04406	DOBBS, JO	PO0147892	JACKET ALTERATIONS (2)	\$6.00
01-04584	MCBRIDE ORTHOPEDIC HOSPITAL	PO0147869	WC/MEDICAL/J MILACEK	\$301.91
01-04584	MCBRIDE ORTHOPEDIC HOSPITAL	PO0147938	WC/MEDICAL/J MILACEK	\$1,509.57
01-04584	MCBRIDE ORTHOPEDIC HOSPITAL	PO0147939	WC/MEDICAL/J MILACEK	\$5,055.83
01-04888	FULLERTON WELDING SUPPLY	PO0147828	HYDRO TEST BOTTLES (8)/O-RING	\$182.00
01-05134	ENID NEWS & EAGLE	PO0147890	ADVERTISING	\$409.00
01-05285	THERAPY INNOVATIONS	PO0147844	WC/MEDICAL/J MILACEK	\$1,027.42
01-09021	INT'L. PERSONNEL MGMT. ASSOC.	PO0147840	FIREFIGHTER TESTS (15)	\$284.50
01-12007	LUCKINBILL, INC.	PO0147937	SPRINKLER/ALARM INSPECTIONS	\$1,100.00
01-13017	MUNN SUPPLY, INC.	PO0148257	WELDING GAS/TIP	\$46.12
01-13089	MERRIFIELD OFFICE SUPPLY	PO0147838	CHAIR MAT	\$62.20
01-13089	MERRIFIELD OFFICE SUPPLY	PO0147838	FILE CABINET	\$250.00
01-16006	PHILLIPS PRINTING, INC.	PO0147891	MEDICAL REPORTS (1000)	\$229.00
01-16145	PETTY CASH	PO0148280	REIMB/TOLLS/OFCA/W BURKHART	\$4.00
01-16145	PETTY CASH	PO0148280	REIMB/FIRE OFFICER CERT TEST/A BOOKER	\$70.00
01-16145	PETTY CASH	PO0148280	REIMB/CHARCOAL/HOPE OUTREACH PROGRAM	\$16.98
01-16145	PETTY CASH	PO0148280	REIMB/TOLLS/CHILD SEAT SAFTEY/S KUEHN	\$7.50
01-19004	SHERWIN-WILLIAMS CO., INC.	PO0147883	HYDRANT PAINT/BRUSHES (40)	\$695.00
01-19165	STEVENS FORD, INC.	PO0148256	V1019 FILTER	\$55.98
01-19235	SOUTHWEST TRUCK PARTS, INC.	PO0147832	V1039 AIR DRYER	\$198.52
01-19235	SOUTHWEST TRUCK PARTS, INC.	PO0147832	V1042 AIR SYSTEM FITTINGS	\$23.31
01-19235	SOUTHWEST TRUCK PARTS, INC.	PO0147832	V1029 CLEARANCE LIGHTS (5)	\$46.10
01-19235	SOUTHWEST TRUCK PARTS, INC.	PO0148258	V1029 CLEARANCE LIGHT	\$9.22
01-20108	TOTAL COM, INC.	PO0147886	KNOX BOX/RADIO REPAIR (5)	\$475.00
01-30830	LOCKE SUPPLY, INC.	PO0148260	COUPLING/TANK BALL/LEVER	\$12.24
01-30830	LOCKE SUPPLY, INC.	PO0147839	LIGHT BULBS (30)/RECEPTACLES (5)	\$116.00
01-50210	LOWE'S HOME CENTERS, INC.	PO0147836	BOLT CUTTER	\$24.69
01-56300	TRUCK PRO, INC.	PO0147833	V1042 TUBING/LIGHTS	\$64.50
01-56880	CHIEF SUPPLY	PO0147827	CLIP ASSEMBLY (4)/LIGHT BULBS (4)	\$69.05
01-58660	FERRARA FIREFIGHTING EQUIPMENT	PO0147885	BOOTS/J CUNNINGHAM	\$273.31
01-79980	PIONEER BUSINESS SOLUTION	PO0147950	MONTHLY SERVICE 4/18	\$33.04
01-80445	A E HOWARD TILE AND CARPET, INC.	PO0147837	WALL BASE (36)	\$36.00
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0147835	V1034 PIPE	\$3.98
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0147835	CAULK/WASHERS/HEDGE TRIMMER	\$40.75
FIRE TOTAL				\$28,472.10

FUND 82 DEPT 825 - CLEET

01-02587	OK BUREAU OF NARCOTICS	PO0148158	MONTHLY REIMB 3/18	\$15.00
01-03274	CLEET	PO0148160	MONTHLY REIMB 3/18	\$4,765.19
01-55470	OK STATE BUREAU INVESTIGATION	PO0148159	MONTHLY REIMB AFIS 3/18	\$4,249.38
01-55470	OK STATE BUREAU INVESTIGATION	PO0148159	MONTHLY REIMB FORENSIC 3/18	\$4,080.90
CLEET TOTAL				\$13,110.47

FUND 99 DEPT 995 - EPTA

01-01783	JP MORGAN CHASE	PO0147954	CHASE PAYMENT	\$535.72
01-01783	JP MORGAN CHASE	PO0148281	CHASE PAYMENT	\$356.62
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0148292	WAREHOUSE PARTS 3/18	\$306.94
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0147946	MONTHLY SERVICE 3/18	\$113.62
01-04949	APS FIRECO OKLAHOMA CITY, LLC	PO0148166	ANNUAL FIRE EXT INSPECTIONS (19)	\$228.40
01-05134	ENID NEWS & EAGLE	PO0147803	ADVERTISING	\$598.00
01-19047	AT & T	PO0148221	MONTHLY SERVICE 4/18	\$317.24
01-19165	STEVENS FORD, INC.	PO0148223	V8562 THROTTLE REPAIR	\$698.91
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0148120	DOT PHYSICAL	\$90.00
EPTA TOTAL				\$3,245.45

FUND 70 DEPT 705 - CDBG

70-05426	MAKING A DIFFERENCE, INC.	PO0145115	B-17 (419) MAD AFTER SCHOOL	\$11,287.54
70-16145	PETTY CASH	PO0148279	B-16 (416) ST CAPITOL MTG/S CARR	\$92.00
70-60230	RICK LORENZ CONSTRUCTION INC	PO0146707	P-1601C TRAIL CONNECTION	\$19,177.60
CDBG TOTAL				\$30,557.14

COMBINED BREAKDOWN OF TOTALS

EMA	\$348,696.38
EEDA	\$6,000.00
EPTA	\$3,245.45
REMAINING FUNDS	\$4,404,887.29
TOTAL CLAIMS	\$4,762,829.12

PURCHASING CARD CLAIMS LIST

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FUND 10 DEPT 100 - ADMINISTRATIVE SERVICES

2 SISTERS DELI	PO0148281	MEAL/DC TRIP/J GILBERT	18.00
AMAZON MKTPLACE PMTS	PO0147954	IPAD SCREEN PROTECTOR	8.49
AT&T*PREMIER EBIL	PO0148281	IPAD DATA PLAN 4/18	87.06
CAP VISITOR CT11195500	PO0148281	MEAL/DC TRIP/J GILBERT	10.90
CAPITAL GRILLE 0133200	PO0148281	MEAL/DC TRIP/J GILBERT	398.90
CE OKLAHOMA CITY	PO0147954	TRANSDUCERS (2)	200.00
CHART HOUSE ALEXANDRA	PO0148281	MEAL/DC TRIP/J GILBERT	100.96
DMI* DELL HLTHCR/PTR	PO0147954	DESKTOP COMPUTER	951.13
ENID WINNELSON CO	PO0147954	VACUUM/FLUSH VALVE/GRAB BARS	810.62
HOBBY-LOBBY #0008	PO0148281	MLK PORTRAIT DECOR	76.96
INT*IN *A. E. HOWARD T	PO0147954	RESTROOM TILE/ADMIN BLDG	801.34
INT*IN *TOTAL COM, INC	PO0147954	TWO WAY RADIO EQUIPMENT	111.44
INTERSTATE ALL BATTERY	PO0148281	SIREN BATTERIES (2)	248.60
JUMBO FOODS	PO0148281	MEAL (40)/RESOURCE ALLIANCE	98.18
LUNA GRILL & DINER	PO0148281	MEAL/DC TRIP/J GILBERT	20.00
METRO 048-KING ST	PO0148281	TRANSPORTATION/DC TRIP/J GILBERT	54.00
OLD TOWN SANDWITCH SHO	PO0148281	MEAL/DC TRIP/J GILBERT	21.29
SQU*SQ *TAXI CAB SERVI	PO0148281	TRANSPORTATION/DC TRIP/J GILBERT	25.00

ADMINISTRATIVE SERVICES TOTAL	4,042.87
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FUND 10 DEPT 110 - HUMAN RESOURCES

ACADEMY SPORTS #271	PO0148281	RETIREMENT GIFTCARD	290.00
AMAZON MKTPLACE PMTS	PO0148281	TEA	28.05
AT&T*PREMIER EBIL	PO0147954	IPAD DATA PLAN 3/18	15.75
BASS PRO STORE OKLAHOM	PO0147954	RETIREMENT GIFTCARD	280.00
FACTOR 110 CONF REG	PO0148281	LEADHR CONF/E JOHNSON	275.00
FACTOR 110 CONF REG	PO0148281	OKHR REGISTRATION/S KEY	150.00
INTERNATIONAL PUBLIC M	PO0148281	IPMA HR MEMBERSHIP DUES/S KEY	109.00
LOWES #00205*	PO0148281	PLANTS/FISH POND	122.06
PAYPAL *LIQUIDFILES	PO0148281	LIQUIDFILES LICENSES	50.00
PREHIRE SCREENING SERV	PO0147954	BACKGROUND SCREENS (5)	228.75
SHRM CERTIFICATION	PO0148281	SHRM CERTIFICATION/S KEY	375.00
SHRM*MEMBER600830550	PO0148281	SHRM ANNUAL MEMBERSHIP RENEWAL (2)	418.00
TMS*PLANTS A PLENTY	PO0148281	ROCK/PLANTS/FISH POND	143.16
WAL-MART #0499	PO0147954	GLOW RUN SUPPLIES	46.68

HUMAN RESOURCES TOTAL	2,531.45
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FUND 10 DEPT 120 - LEGAL SERVICES

AMAZON.COM	PO0147954	SCANNER ROLLER KIT	110.09
HAMPTON INN & SUITES	PO0148281	LODGING/OK WCC CEC CONF/C STEIN	225.26
OKLAHOMA BAR ASSOCIATI	PO0148281	OBA/CLE TRAINING/W GILL	140.00
SU PARKING GARAGE	PO0148281	PARKING/OK WCC CEC CONF/C STEIN	27.00

LEGAL SERVICES TOTAL	502.35
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FUND 10 DEPT 140 - SAFETY

AT&T*BILL PAYMENT	PO0148281	IPAD DATA PLAN 3/18	30.76
DMI* DELL HLTHCR/PTR	PO0148281	DESKTOP COMPUTER	951.13
KINNUNEN SALES AND REN	PO0148281	SAFETY GLASSES/EAR PLUGS/PLACARD	75.31
RAPID DETECT INC	PO0148281	DRUG SCREENING SUPPLIES	870.00
SQ *SQ *DAYLIGHT DONUT	PO0148281	MEAL (15)/SAFETY MEETING	29.98

SAFETY TOTAL	1,957.18
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FUND 10 DEPT 150 - PR/MARKETING

AT&T*PREMIER EBIL	PO0148281	IPAD DATA PLAN 4/18	10.76
INTERSTATE ALL BATTERY	PO0148281	BATTERIES (2)	75.60
LOWES #00205*	PO0147954	INSULATION	62.12
NAPOLIS ITALIAN RESTAU	PO0148281	MEAL (7)/DEPT MEETING	102.38

PR/MARKETING TOTAL	250.86
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PURCHASING CARD CLAIMS LIST

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FUND 10 DEPT 200 - GENERAL GOVERNMENT

ALAMO RENT-A-CAR	PO0148281	RENTAL CAR/DC TRIP/T WILSON	277.41
BLACKWALL HITCH	PO0148281	MEAL (3)/DC TRIP/B SHEWEY	109.80
CAP VISITOR CT11195500	PO0148281	MEAL (3)/DC TRIP	27.82
CAPITAL GRILLE 0133200	PO0148281	MEAL(15)/DC TRIP/B SHEWEY	485.10
CHART HOUSE ALEXANDRA	PO0148281	MEAL (5)/DC TRIP	390.65
CONSOLIDATED FOOD COUR	PO0148281	MEAL/DC TRIP/T WILSON	17.31
COURTYARD BY MARRIOTT-	PO0147954	LODGING/OML GOV DAY/B SHEWEY	108.50
DC PARKING METERS	PO0148281	PARKING/DC TRIP/T WILSON	5.50
DELTA 0068263582053	PO0148281	BAGGAGE FEE/DC TRIP/T WILSON	100.00
DELTA 0068263746610	PO0148281	BAGGAGE FEE/DC TRIP/G PANKONIN	50.00
DOUBLETREE BY HILTON W	PO0148281	LODGING/DC TRIP/T WILSON	177.87
DULLES AIRPORT TAXI IN	PO0148281	TRANSPORTATION/DC TRIP/J WADDELL	93.28
ICSC	PO0148281	ICSC MEMBERSHIP RENEWAL/T WILSON	50.00
JUMBO FOODS	PO0147954	BOTTLED WATER/COFFEE/TEA/SODA	173.64
LAPORTAS	PO0148281	MEAL/DC TRIP/B SHEWEY	32.49
LICKETY SPLIT - 4244	PO0148281	MEAL/DC TRIP/T WILSON	12.07
MANSION ON O STREET	PO0148281	DC TRIP/T WILSON	23.60
MCALISTER'S DELI 727	PO0147954	MEAL/COMMISSION MEETING	316.77
METRO 048-KING ST	PO0148281	TRANSPORTATION (2)/DC TRIP	55.50
METRO 060-EASTERN MARK	PO0148281	TRANSPORTATION/DC TRIP/B SHEWEY	10.00
MOES SW GRILL/MANCHU W	PO0148281	MEAL/DC TRIP/B SHEWEY	13.50
NMAH STARS S11222221	PO0148281	MEAL/DC TRIP/T WILSON	29.48
OKLAHOMA CITY AIRPORT	PO0148281	MEAL (2)/DC TRIP	19.23
PIZZERIA PARADISO DUPO	PO0148281	MEAL/DC TRIP/T WILSON	62.00
QUINCE LLC	PO0148281	MEAL/DC TRIP/D NORWOOD	22.35
SCHIEBER'S DONUTS & DE	PO0147954	MEAL (8)/COMMISSIONER MTG	156.60
SOUTHSIDE 815	PO0148281	MEAL/DC TRIP/T WILSON	53.85
SQUARE *SQ *BAY C	PO0148281	TRANSPORTATION/DC TRIP/B SHEWEY	19.76
TAXI SVC ALEXANDRIA	PO0148281	TRANSPORTATION/DC TRIP/T WILSON	12.99
THEISMANN'S RESTAURANT	PO0148281	MEAL/DC TRIP/J WADDELL	71.00
TRAVELOCITY*7344843896	PO0148281	BOOKING FEE/DC TRIP/T WILSON	40.00
UBER TRIP ADPYE	PO0148281	TRANSPORTATION/DC TRIP/J WADDELL	57.24
UNITED 01626078587210	PO0148281	BAGGAGE FEES/DC TRIP/J WADDELL	75.00

GENERAL GOVERNMENT TOTAL	3,150.31
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FUND 10 DEPT 210 - ACCOUNTING

AT&T*PREMIER EBIL	PO0148281	IPAD DATA PLAN 4/18	10.76
EL PATIO MEXICAN GRILL	PO0147954	MEAL (7)/DEPT MEETING	80.00

ACCOUNTING TOTAL	90.76
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FUND 10 DEPT 250 - INFORMATION TECHNOLOGY

ABB INC	PO0147954	POWER CORDS (2)	276.39
AMAZON MKTPLACE PMTS	PO0148281	IPAD CHARGE CABLE	108.91
AT&T*PREMIER EBIL	PO0148281	IPAD DATA PLAN 4/18	10.76
LIVEPERSON, INC	PO0147954	ON LINE CHAT/COE WEB SITE	159.00
PAYPAL *LIQUIDFILES	PO0148281	LIQUIDFILES LICENSES	87.00

INFORMATION TECHNOLOGY TOTAL	642.06
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FUND 10 DEPT 350 - CODE ENFORCEMENT

AMAZON MKTPLACE PMTS	PO0148281	BUSINESS CARD HOLDER/SLEDGEHAMMER	59.95
AMAZON.COM	PO0147954	TAPE MEASURE/LOCKING FILE CABINET	36.06
AT&T*PREMIER EBIL	PO0148281	TABLET DATA PLAN 4/18	97.06
INT'L CODE COUNCIL INC	PO0148281	ICC MEMBERSHIP DUES/D COLQUITT	85.00
PP*OMIA	PO0147954	CEUS TRAINING (2)	225.00
SHELL OIL 10007682031	PO0148281	FUEL/CODE TRAINING/P ANSTEAD	69.70
TEXAS RDHSE HOLDINGS L	PO0147954	MEAL/CODE TRAINING/D COLQUITT	9.99

CODE ENFORCEMENT TOTAL	582.76
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PURCHASING CARD CLAIMS LIST

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FUND 10 DEPT 400 - ENGINEERING

AMERICAN PUBLIC WORKS	PO0147954	APWA ADVERTISING/PARTY CHIEF SURVEYOR	325.00
AMERICAN PUBLIC WORKS	PO0148281	APWA PW CONF REGISTRATION/R HITT	829.00
APL* ITUNES.COM/BILL	PO0148281	NOTABILITY IPAD APP	9.99
BD OF RFPE & LAND SURV	PO0147954	PE LICENSE RENEW/M KATTA	152.00
MWW*MONSTER.COM	PO0148281	PARTY CHIEF SURVEYOR ADVERTISING	275.00
OSU - CLGT	PO0147954	APWA OK CONF/R HITT	275.00
PAYPAL *OKLAHOMAMUN	PO0147954	OML ADVERTISING/PARTY CHIEF SURVEYOR	10.00

ENGINEERING TOTAL			1,875.99
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FUND 10 DEPT 700 - PUBLIC WORKS MGMT

AT&T*BILL PAYMENT	PO0148281	IPAD DATA PLAN 4/18	44.02
ENID WINNELSON CO	PO0148281	FITTINGS	13.56
HOLIDAY INN EXPRESS	PO0148281	LODGING/ROADS CONF/E GLENN	209.98
HOME COOKING CAFE	PO0148281	MEAL/ROADS CONF/E GLENN	13.50
HUDDLE HOUSE 781	PO0148281	MEAL/ROADS CONF/E GLENN	11.30
JAMIE'S BARNSTORMERS	PO0148281	MEAL (3)/DEPT MEETING	23.97
JP SUPPLY-WALKER VACUU	PO0147954	LINERS/SCREENS/CLEANER	69.00
JUMBO FOODS	PO0148281	CAKE/EMPLOYEE APPRECIATION	29.99
PHILLIPS 66 - QUICK &E	PO0148281	V637 FUEL/ROADS CONF/E GLENN	14.32
PRAIRIEFIRE	PO0148281	MEAL/ROADS CONF/E GLENN	18.00
SHI INTERNATIONAL CORP	PO0147954	ANNUAL ACROBAT LICENSE RENEWAL	258.10
STAPLES 00106633	PO0147954	ROLODEX/PENS	25.28
SUBWAY 00111971	PO0148281	MEAL/ROADS CONF/E GLENN	10.14
TACO BELL #28361	PO0148281	MEAL/ROADS CONF/E GLENN	9.06

PUBLIC WORKS MGMT TOTAL			750.22
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FUND 10 DEPT 710 - FLEET MGMT

ACE HDWE	PO0148281	KEYS	4.17
INDUSTRIAL MATERIALS	PO0148281	COMMERCIAL LOCK SETS (3)	210.00
STAPLES 00106633	PO0148281	INK CARTRIDGE	366.96
WAL-MART #4390	PO0147954	COFFEE	80.54

FLEET MGMT TOTAL			661.67
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FUND 10 DEPT 730 - PARKS & RECREATION

10-S TENNIS SUPPLY	PO0147954	CENTER STRAP ANCHORS/STRAPS	554.09
2000 CED	PO0147954	GALVANIZED STEEL/SLOT CHANNEL/NUTS	550.03
ACE HDWE	PO0147954	PLUMBING FITTINGS	26.31
ALBRIGHT STEEL WIRE EN	PO0147954	CHAIN LINK FENCE FABRIC/TENSION BARS (18)	1,475.62
AMAZON MKTPLACE PMTS	PO0148281	TREE WATERING BAGS (15)/EYE WASH STATION	1,465.94
AMAZON.COM	PO0148281	BOOTS/C BULLER	139.99
AMAZON.COM	PO0148281	BOOTS/C GROOM	139.99
AMAZON.COM	PO0148281	BOOTS/P RUNCO	145.00
AMAZON.COM	PO0148281	TRASH GRABBER (10)/BASES/DISPENSERS	540.19
AMERICAN PUBLIC WORKS	PO0147954	APWA ADVERTISING/PARKS SUPERVISOR	325.00
ARBOR DAY FOUNDATION	PO0148281	ARBOR DAY CELEBRATION SAPLINGS (100)	400.00
AT&T*BILL PAYMENT	PO0148281	IPAD DATA PLAN 4/18	103.80
ATWOOD 01 ENID	PO0147954	OIL ABSORBENT/TRASH BAGS/POPCORN	216.11
BIG ED'S SURPLUS, LLC	PO0148281	METAL DRUMS (12)	396.00
BUILDASIGN.COM	PO0148281	SANDWICH BOARD PANELS (4)/BANNERS (2)	221.00
CINTAS 624	PO0147954	UNIFORM RENTALS (45)	401.68
ENID WINNELSON CO	PO0147954	IRRIGATION VALVE BOXES/FITTINGS	788.05
FASTENAL COMPANY01	PO0148281	2 PART EPOXY/GUN	169.44
FOUR J'S TIRE SERV	PO0147954	V519 TIRES (4)	690.64
FOUR J'S TIRE SERV	PO0147954	V520 TIRES (4)	690.64
HARBOR CITY SUPPLY	PO0147954	(CREDIT) REFUND BATHROOM PARTITIONS	(1,488.00)
HOBBY-LOBBY #0008	PO0147954	AWARD FRAMES (3)/PAINTING CANVAS (24)	125.40
INDUSTRIAL MATERIALS	PO0148281	LOCKS/THRESHOLD	188.40
JCPENNEY.COM	PO0147954	LIFEGUARD SWIMSUIT (6)	186.67
JOHNSTON SEED COMPANY	PO0147954	HERBICIDE	500.80
LOCKE SUPPLY	PO0147954	WATER HEATERS (3)/BULBS/CONNECTORS	1,056.50
LOWES #00205*	PO0148281	LUMBER/PVC GLUE/SINK DRAIN	254.41
MERRIFIELD OFFICE & SC	PO0148281	OFFICE PARTITION	109.00
OESGLOBAL	PO0147954	(CREDIT) REFUND TRAFFIC DELINEATORS (30)	(916.20)

PURCHASING CARD CLAIMS LIST

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PAYPAL *OKLAHOMAMUN

PO0147954 OML ADVERTISING/PARKS SUPERVISOR

10.00

PURCHASING CARD CLAIMS LIST

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PAYPAL *SHOREBIRD	PO0147954	TRAFFIC DELINEATORS/BASES (75)	2,780.00
PIZZA HUT #029878	PO0147954	MEAL (6)/EMPLOYEE APPRECIATION	59.89
POPEYES CHICKEN #1273	PO0148281	MEAL (20)/EMPLOYEE APPRECIATION	250.00
RAMSEYS WHAT EVER	PO0147954	BITS (2)	5.90
STENCILSONL	PO0148281	CUSTOMIZED STENCIL/COE PARKS	44.82
STUART C IRBY	PO0148281	WIRE/SPLICES	251.13
SUPERMARINEPAINT.COM	PO0147954	POOL PAINT	218.03
UFIRST *LAUNDRY SVCS	PO0148281	RUG SERVICE	108.00
WALMART.COM	PO0147954	URINAL/CROSSLIN PARK	268.78

PARKS & RECREATION TOTAL	13,453.05
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FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT

2000 CED	PO0148281	LIGHT FIXTURES (2)	82.60
AMAZON MKTPLACE PMTS	PO0148281	USB WIRELESS ADAPTER	16.59
AMAZON.COM	PO0147954	SSD HARDDRIVE	97.08
AT&T*PREMIER EBIL	PO0148281	IPAD DATA PLAN 4/18	54.78
FOUR J'S TIRE SERV	PO0147954	V139 ALIGNMENT	187.50
FOUR J'S TIRE SERV	PO0148281	V139 TIRES (4)	1,326.00
HARBOR FREIGHT TOOLS 6	PO0148281	JACKHAMMER	529.98
HOLIDAY INN EXPRESS	PO0148281	LODGING/ROADS CONF/B BRUCE	209.98
HOME COOKING CAFE	PO0148281	MEAL/ROADS CONF/B BRUCE	13.50
HUDDLE HOUSE 781	PO0148281	MEAL/ROADS CONF/B BRUCE	13.70
LOCKE SUPPLY	PO0148281	LIGHT FIXTURES (9)	978.26
PHILLIPS 66 - QUICK & E	PO0148281	V637 FUEL/ROADS CONF/B BRUCE	14.33
PRAIRIEFIRE	PO0148281	MEAL/ROADS CONF/B BRUCE	18.00
STAPLES 00106633	PO0147954	DRY ERASE MARKERS	16.99
SUBWAY 00111971	PO0148281	MEAL/ROADS CONF/B BRUCE	8.64
TACO BELL #28361	PO0148281	MEAL/ROADS CONF/B BRUCE	7.46
WM SUPERCENTER #4390	PO0147954	MEAL (7)/DEPT MEETING	74.73

STRMWTR & ROADWAY MAINT TOTAL	3,650.12
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FUND 10 DEPT 750 - TECHNICAL SERVICES

ACE HDWE	PO0148281	BIT SET/PVC FITTINGS/GLUE/CLEANER	65.00
AMAZON MKTPLACE PMTS	PO0148281	TRAFFIC CABINET CANISTERS	119.20
AMAZON.COM	PO0147954	LASER POINTER/MEASURE/PHONE CASE	308.25
AMERICAN GAS LAMP WORK	PO0147954	LIGHT GLOBES (8)	840.00
AT&T*PREMIER EBIL	PO0148281	IPAD DATA PLAN 4/18	125.32
ATWOOD 01 ENID	PO0147954	BOTTLED WATER	167.16
BB MACHINE & SUPPLY IN	PO0148281	V659 STEEL VALVE/FITTING	57.74
BRADFORD INDUSTRIAL SP	PO0147954	FREON	257.00
CENEX FARMERS 07053606	PO0147954	PROPANE	124.67
CRITICAL COMM	PO0147954	MONTHLY SERVICE 3/18	47.57
DOWNTOWN THREADS	PO0148281	LOGO SHIRTS (3)/JACKET	111.77
ENID WINNELSON CO	PO0148281	ADA TOILETS (2)/GLOVES/VALVE/STOPS	796.93
FASTENAL COMPANY01	PO0148281	BOLTS/WASHER	29.64
FOUR J'S TIRE SERV	PO0147954	V130 ALIGNMENT	69.95
GADES SALES CO. INC	PO0148281	TRAFFIC CABINET EXTENDERS	1,265.00
GRIMSLEY'S, INC.	PO0148281	CLEANING SUPPLIES	721.83
HUGHES LUMBER COMPANY	PO0147954	TAPE MEASURE/UTILITY KNIVES/BLADES	65.18
JP SUPPLY-WALKER VACUJ	PO0148281	TRASH CAN BUNGEE CORD	17.48
KINNUNEN SALES AND REN	PO0147954	CONCRETE DRILL BITS (3)/SAND BAGS (100)	838.50
LIGHTING INC	PO0148281	STREET LAMP GLOBE TOP/FINIAL	191.12
LOCKE SUPPLY	PO0148281	BREAKERS (4)/RECEPTACLE COVERS (2)	117.76
LOWES #00205*	PO0147954	COMBO WRENCH SET/BUNGEE CORD	172.00
OREILLY AUTO #0188	PO0148281	LIFT SUPPORT/TOOL BOX	30.74
OREILLY AUTO #0188	PO0147954	V685 KEY FOB BATTERY	6.99
PDQ PRINTING	PO0148281	BUSINESS CARDS (2)	90.00
ROXIES AUTO BEAUTY SAL	PO0147954	V685 DETAIL	125.00
SHERWIN WILLIAMS 70718	PO0147954	SCRAPER/PAINT	96.81
SHI INTERNATIONAL CORP	PO0147954	MS OFFICE LICENSE	331.00
SIGNWAREHOUSE.COM	PO0147954	LAMINATE	179.00
STAPLES 00106633	PO0147954	USB HUB/CABLE/SC CARD/PAPER	130.75
STUART C IRBY	PO0147954	PHOTOCELLS (4)/CONNECTORS/OUTLET	145.87

PURCHASING CARD CLAIMS LIST

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THE VACUUM CENTER	PO0147954	VACUUM BAGS/FILTER	29.98
UPS (800) 811-1648	PO0148281	SHIPPING FEES	12.02
VOGEL TRAFFIC SERVICES	PO0147954	V659 PAINT SPRAYER ATTACHMENT/FITTINGS	1,061.96
VULCAN INC	PO0147954	STOP SIGNS (50)	659.00
WW STARR LUMBER ENID	PO0147954	CONCRETE	181.38

TECHNICAL SERVICES TOTAL	9,589.57
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FUND 10 DEPT 900 - LIBRARY

030 BRAUMS STORE	PO0148281	PROGRAM SUPPLIES	8.62
A NEW CHAPTER BOOKSTOR	PO0148281	PROGRAM SUPPLIES	100.00
AMAZON MKTPLACE PMTS	PO0147954	PROGRAM SUPPLIES	512.52
AMAZON MKTPLACE PMTS	PO0147954	COFFEE/CUPS/ROUTER/TEA/PHONE CASE	567.60
AMAZON.COM	PO0148281	PADLOCKS (3)	29.82
AMER LIB ASSOC-IMIS	PO0147954	LITA WEBINAR REGISTRATION	240.00
BAKER & TAYLOR - BOOKS	PO0147954	BOOKS (144)	2,057.74
BRODART BOOKS	PO0147954	M-1717 BOOK	14.08
BRODART SUPPLIES	PO0147954	M-1717 FURNITURE/ADA GRANT	453.05
BRODART SUPPLIES	PO0147954	MAGAZINE BINDERS	890.45
CAPSTONE	PO0148281	M-1717 BOOKS (100)	2,545.21
CENTER POINT LARGE PRI	PO0147954	BOOKS (16)	358.92
DBC*BLICK ART MATERIAL	PO0148281	PROGRAM SUPPLIES	124.69
DEMCO INC	PO0147954	PROGRAM SUPPLIES	614.61
DOLLAR GENERAL #14642	PO0148281	PROGRAM SUPPLIES	9.00
DOLLAR TREE	PO0147954	PROGRAM SUPPLIES	29.00
ETSY.COM - YULISCRAFT	PO0147954	BANNER/BOOKMARKS	29.65
FAMILY DOLLAR #2065	PO0147954	PROGRAM SUPPLIES	8.00
FIVE80 COFFEEHOUSE	PO0147954	CONTEST GIFTCARD	25.00
FUNIMATION PRODUCTIONS	PO0147954	ANNUAL SUBSCRIPTION FEE	59.99
HOBBY-LOBBY #0008	PO0148281	PROGRAM SUPPLIES	183.17
INT*IN *CUPCAKE SHOP B	PO0148281	CAKE/EMPLOYEE APPRECIATION	45.00
LITTLE CAESARS 0129 00	PO0147954	PROGRAM SUPPLIES	105.26
LOCKE SUPPLY	PO0147954	TIMECLOCK SWITCH	105.03
LOWES #00205*	PO0147954	BULBS (38)/BUCKET/MOP/CLEANER/SCRAPER	504.61
MIDWEST TAPE LLC	PO0147954	DVDS (3)	69.47
NAPOLIS ITALIAN RESTAU	PO0148281	MEAL (6)/DEPT MEETING	39.97
OKLAHOMA LIBRARY ASSOC	PO0148281	OLA MEMBERSHIP DUES/M SHAKLEE	101.00
OKLAHOMA LIBRARY ASSOC	PO0147954	OLA REGISTRATION (4)	720.00
PAYPAL *ANLIKATUTI	PO0147954	BOOKMARKS	1.00
PAYPAL *ARTTEACHERN	PO0148281	REGISTRATION/ONLINE TRAINING	99.00
PAYPAL *REPAIRPARTS	PO0148281	IPAD MINI SCREEN REPLACEMENT	26.98
RECORDED BOOKS	PO0147954	CDS (30)	196.20
SCHOLASTIC EDUCATION	PO0147954	BOOKS (438)	981.14
STAPLES 00106633	PO0148281	NOTEBOOK (2)/RCA CORDS (2)/MOUSE	42.55
STAPLES DIRECT	PO0148281	CHAIR/INK CARTRIDGE	554.09
WALGREENS #5531	PO0148281	PROGRAM SUPPLIES	16.53
WAL-MART #0499	PO0148281	PROGRAM SUPPLIES	50.55
WHISKEY CAKE - OKLAHOM	PO0148281	MEAL (3)/ODL PROGRAM SUPPLIES TRIP	74.50
WM SUPERCENTER #4390	PO0148281	PLATES/SNACKS (5)/WATER	39.29

LIBRARY TOTAL	12,633.29
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FUND 14 DEPT 145 - HEALTH FUND

ITSYOURRACE.COM	PO0147954	5K REGISTRATION FEE	28.25
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HEALTH FUND TOTAL	28.25
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FUND 20 DEPT 205 - AIRPORT

AMERICAN 0010282086608	PO0148281	PARKING/DC TRIP/D OHNESORGE	60.00
ENID WINNELSON CO	PO0148281	HEATING ELEMENTS	47.28
JAMIE'S BARNSTORMERS	PO0147954	MEAL (5)/DEPT MEETING	49.95
LOWES #00205*	PO0148281	SAFETY GLASSES (10)	40.28
STAPLES 00106633	PO0148281	BINDERS/LABELS	42.36
STUART C IRBY	PO0147954	CONDUIT CLIPS (100)/ZIP SCREWS (100)	162.64

AIRPORT TOTAL	402.51
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PURCHASING CARD CLAIMS LIST

4/27/2018

FUND 22 DEPT 225 - GOLF

ATWOOD 01 ENID	PO0147954	LED SHOP LIGHT/CHAIN/TIRE/POSTS	129.99
AUTOPAY/DISH NTKW	PO0147954	MONTHLY SERVICE 4/18	144.02
ENID WINNELSON CO	PO0147954	CLOSET REPAIR KIT	54.93
FACEBK *X3VXFNNM2	PO0147954	ADVERTISING	8.91
JP SUPPLY-WALKER VACUU	PO0147954	AIR FRESHENERS (6)	38.55
JUMBO FOODS	PO0147954	SNACKBAR SUPPLIES	71.91
LOCKE SUPPLY	PO0148281	FAN MOTOR	131.37
SAVE A LOT #24925	PO0148281	SNACKBAR SUPPLIES	27.61
SS GRAPHICS INC.	PO0148281	SIGN BOARD/WIRE STAKES	153.67
STAPLES 00106633	PO0147954	INK CARTRIDGE/PAPER/CALENDARS (2)	104.26
SUDDENLINK-NAT'L SITE	PO0147954	MONTHLY SERVICE 3/18	79.95
WAKO LLC	PO0147954	DISCS (4)	86.34
WM SUPERCENTER #499	PO0147954	SOUND SYSTEM RECEIVER	19.88

GOLF TOTAL **1,051.39**

FUND 30 DEPT 305 - STREET & ALLEY

KINNUNEN SALES AND REN	PO0148281	R-1812C CONCRETE SEALANT/REBAR	805.79
WW STARR LUMBER ENID	PO0147954	R-1812C LUMBER	88.33

STREET & ALLEY TOTAL **894.12**

FUND 31 DEPT 230 - UTILITY SERVICES

AMAZON.COM	PO0147954	INK CARTRIDGE	143.92
FOUR J'S TIRE SERV	PO0147954	V373 TIRES (2)	186.50
SCHIEBER'S DONUTS & DE	PO0147954	MEAL (9)/DEPT MEETING	7.50
STAPLES 00106633	PO0148281	INK CARTRIDGE/PENS/SCREEN WIPES	223.97

UTILITY SERVICES TOTAL **561.89**

FUND 31 DEPT 760 - SOLID WASTE

AT&T*BILL PAYMENT	PO0148281	IPAD DATA PLAN 4/18	195.64
FOUR J'S TIRE SERV	PO0148281	V216 TIRES (2)	785.50
FOUR J'S TIRE SERV	PO0148281	V223 TIRES (2)	657.00
FOUR J'S TIRE SERV	PO0147954	V226 TIRES (2)	657.00
FOUR J'S TIRE SERV	PO0148281	V241 TIRES (2)	821.16
FOUR J'S TIRE SERV	PO0148281	V247 TIRES (2)	563.00
FOUR J'S TIRE SERV	PO0148281	V248 TIRES (3)	985.50
KATYS PANTRY	PO0148281	MEAL (3)/DEPT MEETING	23.80
LOWES #00205*	PO0147954	CONCRETE/BATTERIES/PAINT/SCREWS	467.09
SAFETY VISION	PO0147954	BACKUP CAMERA/STOCK	264.00
STAPLES 00106633	PO0148281	INK CARTRIDGE	132.48
STUART C IRBY	PO0148281	STRUT BASES (4)	211.60
VERMEER GREAT PLAINS I	PO0147954	V262 CHAIN	186.15
WM SUPERCENTER #4390	PO0147954	COFFEE/SUGAR/CREAMER	98.81

SOLID WASTE TOTAL **6,048.73**

FUND 31 DEPT 785 - PUBLIC UTILITIES MGMT

ACADEMY SPORTS #271	PO0148281	RETIREMENT GIFT	79.94
ADVANCED WATER SOLUTIO	PO0147954	WATER SOFTENER RENTAL	49.00
CYCLE WARD	PO0148281	RETIREMENT GIFT	30.00
DEPT OF ENV QUALITY	PO0148281	TESTING/TRAINING FEES/A RODGERS	124.00
HOBBY-LOBBY #0008	PO0148281	RETIREMENT GIFT/CARDS	43.34
JP SUPPLY-WALKER VACUU	PO0147954	LINERS/SCREENS/CLEANER	69.00
JUMBO FOODS	PO0148281	MEAL/RETIREMENT RECEPTION	608.91
LITTLE CAESARS 0129 00	PO0148281	MEAL (7)/DEPT MEETING	25.66
LOWES #00205*	PO0147954	ADHESIVE (18)	71.46
PAYPAL *CARL4	PO0147954	GATE ACCESS CARD READER	347.51
PDQ PRINTING	PO0148281	BUSINESS CARDS/A ROGERS	45.00
SIGNWAREHOUSE.COM	PO0147954	BANNER STAND	84.00
STAPLES 00106633	PO0148281	PHOTO PRINTER PAPER	15.97
WAL-MART #0499	PO0148281	DRINKS/CUPS/PLATES/SILVERWARE	55.97
WM SUPERCENTER #499	PO0148281	PLASTIC CUPS/PLATES/NAPKINS/TABLE CLOTHS	52.72
WW STARR LUMBER ENID	PO0147954	GROUT SPONGES	14.94

PURCHASING CARD CLAIMS LIST

4/27/2018

<u>PUBLIC UTILITIES MGMT TOTAL</u>	<u>1,717.42</u>
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PURCHASING CARD CLAIMS LIST

4/27/2018

FUND 31 DEPT 790 - WATER PRODUCTION

DEPT OF ENV QUALITY	PO0148281	A CLASS OPERATORS LICENSE TEST/A RODRIGUEZ	62.00
HOLIDAY INN EXPRESS HO	PO0148281	LODGING/B CLASS LAB/J THOMAS	570.00
LOWES #00205*	PO0148281	SHOP-VAC FILTER	16.98
NORTHCUTT CHEVROLET BU	PO0147954	V300 WIRE REPAIR	120.96

WATER PRODUCTION TOTAL	769.94
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FUND 31 DEPT 795 - WATER RECLAMATION SVS

AT&T*PREMIER EBIL	PO0148281	IPAD DATA PLAN 4/18	192.60
ATWOOD 01 ENID	PO0148281	BOTTLED WATER/BUG SPRAY	209.10
DEPT OF ENV QUALITY	PO0147954	ODEQ TRAINING/CERT FEES/K CHANCE	62.00
ENID WINNELSON CO	PO0147954	BALL VALVE/ADAPTERS/FITTINGS	417.25
HUGHES LUMBER COMPANY	PO0147954	LUMBER/SCREWS/STAKES	45.85
KINNUNEN SALES AND REN	PO0147954	SHARP SHOOTER SHOVEL	60.00
LOWES #00205*	PO0147954	RIVET GUN	19.98
MERRIFIELD OFFICE & SC	PO0148281	INK CARTRIDGES (8)	291.94
THE UPS STORE 5063	PO0148281	SHIPPING FEES	694.15
WAKO LLC	PO0147954	V445 HOSE REEL SWIVEL/THERMA GAUGE	331.26

WATER RECLAMATION SVS TOTAL	2,324.13
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FUND 31 DEPT 799 - WASTEWATER PLANT MGMT

STUART C IRBY	PO0147954	HEATING ELEMENTS (3)/OUTLETS	102.71
ENID WINNELSON CO	PO0148281	COUPLINGS	43.03
LOWES #00205*	PO0148281	SCREWS	25.92
ACTSHON PEST CONTROL	PO0148281	PEST CONTROL	245.00
ALBRIGHT STEEL WIRE EN	PO0148281	POLE	44.42

WASTEWATER PLANT MGMT TOTAL	461.08
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FUND 50 DEPT 505 - 911

AMAZON MKTPLACE PMTS	PO0148281	MUTE SWITCH (3)/HEADSET (3)	276.81
FAMILY DOLLAR #2065	PO0148281	CLEANING SUPPLIES	55.90

911 TOTAL	332.71
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FUND 51 DEPT 515 - POLICE

046 BRAUMS STORE	PO0147954	MEAL (3)/CLEET TRAINING	21.87
3SI SECURITY SYSTEMS	PO0147954	ANNUAL USAGE/TRACKER	691.00
CHELINOS MEXICAN REST	PO0147954	MEAL (2)/TASER RECERTIFICATION	23.96
CHILI'S ADA	PO0147954	MEAL (6)/CLEET TRAINING	67.86
CONOCO - DEER CREEK CO	PO0147954	V2038 FUEL/CLEET TRAINING	12.61
COTTON PATCH CAFE - 96	PO0148281	MEAL (2)/CLEET TRAINING	22.25
DELTA 00623210474843	PO0148281	AIRFARE (3)/ICAC	1,579.20
FAMILY DOLLAR #2065	PO0148281	BANDAIDS	3.00
FOUR J'S TIRE SERV	PO0148281	V2014 TIRES (4)	468.80
FOUR J'S TIRE SERV	PO0147954	V2039 TIRES (4)	542.08
FOUR J'S TIRE SERV	PO0148281	V2041 TIRES (4)	542.08
FOUR J'S TIRE SERV	PO0148281	V2081 TIRE	135.52
FRESCOS MEXICAN GRILL	PO0147954	MEAL (6)/CLEET TRAINING	33.34
GOLDEN'S GAS & GRILL	PO0148281	V2038 FUEL/CLEET TRAINING	24.96
GOLDEN'S GAS & GRILL	PO0148281	V2047 FUEL/EOD TRANSPORT	29.00
GT DISTRIBUTORS INC	PO0148281	TRAINING AMMUNITION	524.20
GUIDANCE SOFTWARE INC	PO0147954	ANNUAL LICENSE RENEWAL/ENCASE	654.54
J DONUTS	PO0147954	REFRESHMENTS/REID SCHOOL	34.95
JACK IN THE BOX 6100	PO0147954	MEAL (3)/CLEET TRAINING	15.37
L E A DATA TECHNOLOGIE	PO0148281	SOFTWARE UPGRADE/INVENTORY SOFTWARE	100.00
MURPHY6578ATWALMART	PO0147954	V2149 FUEL/CLEET TRAINING	60.49
PIGSKIN'S BBQ	PO0148281	MEAL (2)/CLEET TRAINING	27.00
RB AKINS COMPANY	PO0147954	BATHROOM FAN MOTOR	114.72
SANTA FE CATTLE COMPAN	PO0147954	MEAL (2)/CLEET TRAINING	29.97
SAVE A LOT #24925	PO0148281	TEA/SODA/WATER/REID SCHOOL	57.10
SHELL OIL 57445723307	PO0147954	V9050 FUEL/CLEET TRAINING	28.00
SONIC DRIVE IN #3180	PO0147954	MEAL (15)/CLEET TRAINING	111.83
SOUTHSIDE WRECKER SERV	PO0148281	TOWING FEE/STOLEN VAN	210.14

PURCHASING CARD CLAIMS LIST

4/27/2018

STAPLES 00106633

PO0148281 PRINTER/POLYGRAPH

74.99

PURCHASING CARD CLAIMS LIST

4/27/2018

USPS PO 3928270415	PO0147954	SHIPPING FEES	20.99
WAL-MART #0499	PO0147954	(CREDIT) REFUND/CLOCK	(19.56)
WM SUPERCENTER #4390	PO0147954	REFRESHMENTS/REID SCHOOL	11.88

POLICE TOTAL			6,254.14
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FUND 60 DEPT 605 - EECCH

AMAZON MKTPLACE PMTS	PO0148281	LAPTOP HD BEZEL	2.83
AMAZON MKTPLACE PMTS	PO0148281	REPLACEMENT SSD	98.18

EECCH TOTAL			101.01
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FUND 65 DEPT 655 - FIRE

ALBRIGHT STEEL WIRE EN	PO0147954	ANGLE/METAL STRIP	98.43
AMAZON MKTPLACE PMTS	PO0147954	COUPLER/BATTERIES/PLUGS/GLOVES/VALVE	624.32
AMAZON.COM	PO0148281	PRESSURE SNUBBERS (4)	45.24
ATWOOD 01 ENID	PO0148281	COUPLER (4)/TEFLON TAPE (12)/CEMENT/VINYL RING	102.54
CAST PRODUCTS INC	PO0148281	V1034 SCBA DOOR/LID	130.44
CHILI'S LAWTON	PO0148281	MEAL/CHIEFS CONF/B BURKAHRT	14.38
ENID WINNELSON CO	PO0147954	ADAPTERS (2)/REDUCER FITTING	87.12
FASTENAL COMPANY01	PO0147954	LOCK NUTS	3.86
FITNESS FACTORY OUTLET	PO0147954	CABLES	75.00
HILTON GARDEN INN	PO0148281	LODGING/CHIEFS CONF/B BURKHART	91.00
HUTCH'S #116	PO0148281	V1042 FUEL/WOODWARD FIRES	43.08
JUMBO FOODS	PO0148281	COFFEE/TEA/CUPS/BOTTLED WATER	337.07
KJ MAGNETICS INC	PO0147954	V1029 ROLL UP DOOR SWITCH	20.20
LOWES #00205*	PO0147954	SMOKE ALARMS (32)/LUMBER/BATTERIES	667.60
MSC	PO0148281	THREADED INSERT (2)/THREADED INSERT TOOL	69.28
PAYPAL *AUTOMOTIVES	PO0148281	CLEARANCE LIGHT (2)	51.30
RADISSON FORT WORTH	PO0147954	LODGING/MEALS (5)/SWEVT TRAINING/S HENDERSON	549.50
RHUBCOM.COM	PO0148281	WEB CONFERENCING SERVICE	15.95
SHELL OIL 575429129QPS	PO0147954	MEAL/SWEVT TRAINING/S HENDERSON	10.00
SHELL OIL 575429129QPS	PO0147954	V1013 FUEL/SWEVT TRAINING/S HENDERSON	53.39
STAPLES 00106633	PO0148281	PROJECTION SCREEN/BINDERS/FOLDERS	296.45
TOOLS & HYDRAULIC INC	PO0147954	UNIVERSAL RELEASE ASSEMBLY	45.20
UNITED LINEN	PO0147954	KITCHEN/SHOP TOWELS	73.36
UNITED SUPERMARKET 3	PO0147954	NAPKINS	3.21
WHATS COOK N CHEF	PO0147954	MEAL/SWEVT TRAINING/S HENDERSON	13.56

FIRE TOTAL			3,521.48
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FUND 99 DEPT 995 - EPTA

AT&T*BILL PAYMENT	PO0148281	TABLET DATA PLAN 4/18	356.62
ATT*BUS PHONE PMT	PO0147954	MONTHLY SERVICE 3/18	345.80
STAPLES DIRECT	PO0147954	PAPER/BATTERIES/SANITIZER/PAPER TOWELS	189.92

EPTA TOTAL			892.34
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JP MORGANCHASE CLAIMS LIST TOTAL			\$ 81,725.65
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City Commission Meeting

10.1.

Meeting Date: 05/01/2018

Submitted By: Alissa Lack, City Clerk

SUBJECT:

APPROVE PURCHASE OF A LETTER OF CREDIT WITH SECURITY NATIONAL BANK, ENID, OKLAHOMA FOR LANDFILL ASSURANCE AS REQUIRED BY THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY IN THE AMOUNT OF \$25,804.93.

BACKGROUND:

This is a companion to item 6.1.

RECOMMENDATION:

Approve purchase of a letter of credit with Security National Bank in the amount of \$25,804.93.

PRESENTER:

Erin Crawford, Chief Financial Officer.

Fiscal Impact

Budgeted Y/N: Y

Amount: \$25,804.93

Funding Source:

Enid Municipal Authority

Attachments

ODEQ Closure Approval Letter

Security National Bank Offer Letter



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

March 29, 2018

Mr. Barry Brummit
City of Enid Municipal Landfill
1500 W. Poplar
Enid, OK 73703

Subject: Updated Closure and Post-Closure Cost Estimates
City of Enid Municipal Landfill
Garfield County
Solid Waste Permit No.: 3524006

Dear Mr. Brummit:

On February 20, 2018, the Department of Environmental Quality (DEQ) received, by email, the Updated Closure and Post-Closure Cost Estimates (Estimates) for the City of Enid Municipal Landfill. Supplemental information was received by email on February 28, 2018 and March 22, 2018.

The current Estimates include the 1.02% adjustment for inflation and the additional costs for the five (5) passive vents installed in 2017. DEQ approves the closure cost estimate of \$3,760,854.63 and the post-closure maintenance cost estimate of \$1,400,131.07. The total cost estimate of 5,160,985.70 is approved as submitted. Please update the financial assurance mechanism for the new approved costs as soon as possible.

Should you have any questions or require additional information, please contact Ms. Cindy Hailes of my staff at (405) 702-5114.

Sincerely,

A handwritten signature in black ink, appearing to read 'Hillary Young', is written over the typed name and title.

Hillary Young, P. E.
Chief Engineer
Land Protection Division

HY/ckh

cc: Jeff A. Shepherd, P.E., Shepherd Engineering Design Co., Inc.

File Copy: Permit No. 3524006





**SECURITY
NATIONAL BANK**

Box 1272, Enid, OK 73702
(580) 234-5151
SNBee-Line (580) 237-6233
www.snbenid.com

April 5, 2018

Erin Crawford, CFO
City of Enid
P.O. Box 1768
Enid, OK 73702

Re: EMA Landfill Assurance

Dear Erin:

Thank you for your inquiry to Security National Bank, concerning a letter of credit for EMA Landfill Assurance. The City of Enid is a valued customer of SNB, and we always look forward to any opportunity to offer you our services.

We were able to approve the request for the letter of credit in the amount of \$5,160,985.70. Just as in previous years, we are able to offer you a fee that we believe is well under normal market rates. That fee will be \$25,804.93, or ½ of 1 percent of the commitment.

Thank you again for the opportunity to be of service.

Sincerely,

Jason Turnbow
Vice President

City Commission Meeting

10.2.

Meeting Date: 05/01/2018

Submitted By: Erin Crawford, Chief Financial Officer

SUBJECT:

EXECUTE CONTRACT WITH COGSDALE CORPORATION FOR THE DIAMOND MUNICIPAL SERVICES SOFTWARE REPLACEMENT IN THE AMOUNT OF \$573,300.00 AND AUTHORIZE THE CHAIRMAN TO EXECUTE ALL CONTRACT DOCUMENTS.

BACKGROUND:

The current billing system software, Diamond Municipal Services, was installed in 2002. The current system allows for the integration of the utility billing, cash receipting, permitting, licensing functions directly with the financial software already in place.

The selection process consisted of a request for proposal from qualified software vendors. Three firms submitted proposals and are on file in the office of the City Clerk. The selection committee consisted of employees from the Information Technology, City Clerk, Utility Billing, Code Enforcement and Accounting departments. The committee reviewed and scored all three proposals and determined Cogsdale Corporation was the best software to meet the needs of the City.

RECOMMENDATION:

Approve award of contract with Cogsdale Corporation and allow chairman to execute all contract documents.

PRESENTER:

Dana Watkins, Information Technology Director

Fiscal Impact

Budgeted Y/N: Y

Amount: \$573,300.00

Funding Source:

Enid Municipal Authority

Attachments

Statement of Work

License Agreement

Service Agreement

Maintenance Agreement

Billing Software Scores & Bids



Statement of Work

**City of Enid
CIS Implementation
March 8th, 2018**

Revision and Signoff Sheet

Change Record

Date	Author	Version	Change reference
		.1	Initial draft for review/discussion
		.2	
		.3	
		.4	

Reviewers

Name	Version approved	Position	Date

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1 INTRODUCTION

This Statement of Work (SOW), as well as any exhibits, appendices, schedules, and attachments, is made pursuant to the contract, dated [\[Click here and type WO date\]](#), the terms of which are incorporated herein by reference, by and between Cogsdale and City of Enid (Enid) and sets forth the services to be performed by Cogsdale related to its CIS Implementation. This SOW, together with the contracts, represents the complete baseline for scope, services, service deliverables, and acceptance applicable to this project. All changes to this document will be managed in accordance with the Change Management Process defined below. Any terms not otherwise defined herein will assume the meanings set forth in the contract.

1.1 Background

The City is located in Northwest Oklahoma, approximately 90 miles north from Oklahoma City and 120 Miles West of Tulsa. With a population of approximately 50,000, Enid is the 10th largest city in the state. We provide service to about 20,000 customers.

The City of Enid currently uses Microsoft Dynamics GP for their Financial Solution. Enid also utilizing an AMI system by Neptune Technologies, Inc. Payments are being processed by Xpress Billpay. In addition, Enid requires a solution to provide business licenses, permits, cash receipting and other functions of both their

Code Department and City Clerk's Department. The City's goal is to have a user-friendly system that embraces modern technology, helping us improve our customer service, modernize our work order system, and decrease workload with the use of automation.

2 PROJECT OBJECTIVES AND GOALS

2.1 Objectives & Goals

City of Enid (Enid) selected Cogsdale CIS to a feature rich, proven solution, that fully integrates with their existing Microsoft Dynamics GP Financial solution.

Enid's goal is to gain efficiencies and to update existing processes. The new CIS system should meet the following objectives:

- Streamline processes to take advantage of best practices through automation, integration, and workflows
- Eliminate the need for redundant data entry
- Provide agreed upon Permit & Licensing functionality as detailed within Exhibit 9

The full project scope and system requirements are identified in the City's Request for Proposal (RFP) and Cogsdale's proposal response to the RFP.

3 PROJECT APPROACH

3.1 Approach

Cogsdale's Implementation Methodology, using industry best practices, provides a structured approach as well as detailed guidance regarding the roles required to perform the activities.

The Cogsdale Methodology organizes the approach into seven sub-phases during the implementation project lifecycle:

- Initiation
- Analysis
- Assembly
- Acceptance
- Pre Go-Live
- Go-Live
- Post Go-Live

3.2 Project Phases

This project will include two (2) phases. These phases are:

- Phase 1 – includes services to implement Cogsdale CSM, Cogsdale Local Government, Cogsdale Customer Web and Satori.
- Phase 2 – includes services to implement Cogsdale Mobile Work and Cogsdale GLM.

4 PROJECT SCOPE & DELIVERABLES

4.1 In Scope

Cogsdale will implement the solution described in section 4.1.1.

Cogsdale's implementation approach is based on methodologies used by leaders in project implementations, Microsoft Dynamics Sure Step and Project Management Institute (PMI). Cogsdale uses this as the basis for the implementation, adding experience and best practices from previous projects to address the intricacies of utility organizations. This approach allows flexibility in aligning Cogsdale's implementation approach with ENID requirements, goals and objectives.

Cogsdale uses an iterative approach as part of the methodology. This happens in all phases, until the project is complete. Project Management services (as defined in section 4.1.2) will occur through all project phases.



The following sections provide more detail on how we will execute each of the sub-phases, the in scope activities, key deliverables and roles and responsibilities.

During each project phase, Cogsdale's implementation team will go through each of the following sub-phases. The following project activities and deliverables will be delivered for each phase as outlined, unless otherwise specified.

4.1.1 Application Software

As part of the scope of this project, Cogsdale will provide the services to implement the following software modules. Services include discovery, configuration, testing assistance, go live and post go live support (as defined further in this document). The below versions of software will be installed in an environment where ENID's already owned versions of GP2015 is running.

Software	Version
Cogsdale CIS	CSM B43
Cogsdale Customer Web	
Satori Mailroom Kit	
Cogsdale Local Government	CSM B43
Cogsdale Mobile Work	
Cogsdale GLM	
Cogsdale System Tools (Extender, Smartview, SmartConnect, Smartfill, AD Configurator, Audit Trails, Enhanced Notes and Workflow Management)	For GP2015

The purchase and installation of Microsoft Dynamics GP or system tools not included above are not included in the scope of this project as ENID already owns these.

4.1.2 Project Management

Cogsdale believes in maintaining strong communication throughout the project. This includes setting expectations early, facilitating, coaching, and monitoring progress.

Cogsdale's methodology is the foundation of the implementation; however it is understood that each organization has specific requirements. Cogsdale's consultative and pragmatic approach ensures the methodology addresses the organization's business needs. Utilizing best practices, as well as previous ENID and industry experience, Cogsdale will work closely with ENID to refine the methodology to best suit the organization.

The project manager that Cogsdale assigns to the project will be 25% dedicated throughout the life of the project. There are critical times when it will be required for the project manager will be onsite. Since travel costs are outside the project budget, the project manager will ensure travel will be mutually agreed between ENID and Cogsdale.

Cogsdale's project manager will work directly with organization's project manager, as well as the project team to ensure that all project responsibilities are met and milestones achieved.

Cogsdale and ENID project managers shall be responsible for the planning and execution of the project. The project managers will work to collaboratively manage activities throughout the project, and the delivery of change management as well as project communications. However, ENID project manager is ultimately accountable for ENID's resources, project tasks and internal

project plans and Cogsdale’s project manager is accountable for Cogsdale resources and project tasks. Both project managers will need to work together and retain the authority for day-to-day project decisions.

4.1.2.1 Monthly Project Management Activities

The Project Managers’ objective will be to establish an effective project office, leveraging **Cogsdale’s** established methods, templates and tools while working within the **Organization** project management framework. This method provides an effective and efficient management structure.

Throughout the lifecycle of the project, the Cogsdale Project Manager will ensure delivery of the below deliverables. However both project managers be required to contribute content will complete the following tasks. These activities will be defined in the communication plan delivered during the Initiation sub-phase.

Deliverable	Description	Delivery Method
Project Site	This is a site that all project users can login to share information, share documents, and maintain issue logs	SharePoint site
Updated Project Schedule (Monthly)	Updates to the baseline Project schedule are performed and published monthly. The plan is updated to refine tasks, percent complete and milestone completions, inclusive of resource updates and timeframe updates. Both parties will commit to staffing and resources to meet a rolling 3-month window.	Project Plan via email or on SharePoint Site
Issue Logs and Issue Worksheets (Ongoing)	Report that lists project issues, responsible resource, due date. Issues are reviewed on a regular basis (at minimum bi-monthly)	SharePoint List
Status Reports (Bi-monthly)	The Status report will be provided on a bi-monthly basis. Status reports document: <ul style="list-style-type: none"> • Project Planning Activities - plan changes • Details of accomplishments and upcoming activities (by phase) • Issue Summary • Risk Register • Key Milestone Table • Financial Status • Change Order History 	MS Word Document

Deliverable	Description	Delivery Method
Risk Log (Monthly)	Report that lists risks, probability, impact, status, and responsible resource. Risks are reviewed on a regular basis (generally monthly) This task is led by Cogsdale.	MS Excel Document

4.1.3 Initiation

The Initiation sub-phase represents the official start of the implementation. This sub-phase defines the activities required to initiate and effectively plan the entire project. The initiation sub-phase begins with the project kick off meeting, which provides the project team an overview of the scope, objectives, methodology, and benefits. In addition, the meeting covers the schedule, resources, roles, responsibilities, and deliverables.

Following the project kickoff, the project planning team finalizes the project plan. Upon approval by ENID, this forms the basis of the entire project. Other activities in this sub-phase includes preparing the hardware environments, setting up the database structure, and software installation.

4.1.3.1 *Project Management*

In addition to the regular monthly project management tasks that take place during the initiation sub-phase the following activities occur:

- Delivery of communication plan - Outlines the communications approach for the project; including frequency of status meetings, executive sponsor meeting, and escalation process.
- Delivery of risk management plan - Defines the process for identifying, monitoring, and controlling risks.

4.1.3.2 *Testing*

Testing activities included in this sub-phase are:

- Test environments to ensure all required users have appropriate access
- Test remote access for Cogsdale staff

4.1.3.3 *Infrastructure & Software*

The following activities will occur in this sub-phase:

- Prepare hardware environments and databases for software installation
- Install all in-scope software per section 4.1.1

Please note it is the responsibility of ENID to ensure to there is an environment available that meets the minimal required setup with GP2015 installed on it that Cogsdale can load the in scope software on.

4.1.3.4 Key Sub-phase Deliverables

The following are the key deliverables for the Initiation Sub-phase

Deliverable / Work Product	Description
Project Kickoff	Activities required to perform the official project start. This includes a presentation with project staff to review the project approach, schedule and goals.
Software Installed	ENID has verified all in-scope software is installed.
Technical Infrastructure Document	This document outlines ENID infrastructure for this project.
Installation Software Summary Document	Outlines all installed software, software version, where it is installed and other important information regarding the software installation.
Project Plan	The initial project plan defines the timing of project activities including ENID time constraints and planning activities with ENID project manager.
Communication Plan	Outlines the communications approach for the project, includes frequency of status meetings, executive sponsor meeting and escalation process.
Risk Management Plan	The risk management defines the process for identifying, monitoring and controlling risks.

4.1.3.5 Roles and Responsibilities

The following table shows the project activities and who is responsible for each.

Key Project Activity	Cogsdale PM	Cogsdale Functional Cons.	Cogsdale Report Writer	Cogsdale Data Conversion	Cogsdale Enviro. Consultant	Cogsdale Programmers	ENID PM	ENID SMEs	ENID Core Team	ENID Testers	ENID End Users	ENID IT	ENID Exec Sponsor

Project Kickoff Prep Activities	L	A						A	P				
Project Kickoff Meeting	L	P						A	P	P			
Project Plan	L	P	P	P	P			A	P	P			
Communication Plan	L							A					
Risk Management Plan	L							A					
Infrastructure Plan					L								A
Prepare hardware						P							L
Install Software					L								A
Installation Summary Document					L								
Verify Software Installation					L								A

Key: L=Lead - The party ultimately responsible for the task; A= Assist - The party provides active assistance in completing the task; P=Participate - The party provides passive participation in a task

4.1.4 Analysis

During analysis sub-phase, time is spent mapping the business requirements to the Cogsdale solution. The phase begins with comprehensive overview training. Upon completion of training, the functional consultants conduct workshops to document and model the future-state business processes. Other activities that are completed in the analysis sub-phase include; review and discovery of interface strategy, in scope modifications and reporting. All the deliverables completed during this sub-phase will define the go forward details of the Cogsdale implementation.

4.1.4.1 Project Management

During this phase the project manager will continue to complete regular monthly project management activities as defined in section 4.1.2

4.1.4.2 Training

During the analysis sub-phase a Cogsdale functional consultant will be onsite to provide comprehensive system overview training for the modules in the phase. The goal of this training is to provide ENID subject matter experts detailed knowledge on the functionality of the out of the box Cogsdale solution. This training is a prerequisite for the users that will be attending the workshops. This helps prepare the users for the workshops discussions.

4.1.4.3 Business Process Analysis

During the analysis sub-phase the Cogsdale Functional Consultant(s) will hold a series of workshops. The purpose of these workshops are to meet with ENID Subject Matter Experts (SMEs) to discuss their business processes, business requirements, their wants and needs for the Cogsdale Solution and any other information the Cogsdale Consultants or SMEs feel is relevant. This information will be used to map the recommended best practices to the Cogsdale solution and identify the go forward business process. This information will be documented and put together by the Cogsdale Consultants to develop the Business Transformation Plan. The Business Transformation Plan is used in all the following stages to help ensure the Cogsdale Solution is configured to meet ENID's business needs.

If during the workshop sessions and/or the business process recommendations an out of scope item is identified the change management process will be initiated.

Note: as part of the business process analysis Cogsdale will identify any workflows that are required to be built to meet the business requirements. These workflows will be included in the scope of this project.

4.1.4.4 Modifications

During the analysis sub-phase, a Cogsdale Consultant will review the details of any in scope modification to ensure no details have changed based on the best practice recommendations. At this time any initial functional designs for a modification will be documented. A Modification plan, if needed, will be created that outlines the high level functional details of the modification, how/where it fits in the business process(s), as well as a timeline for the detailed design specifications, approval timeline and code delivery.

If during the workshop sessions and/or the business process recommendations an out of scope modification is identified the change management process will be initiated.

As part of the scope of this project Cogsdale will meet the functional requirements for Permits and Licenses as defined in Exhibit 9 Permits & Licenses; subsection A. [Permits & License Requirements](#). The majority of these requirements are out of the box functionality. However, there are some development items that will be required, which are defined in Exhibit 9 Permits & Licenses; subsection B. [Permits & License Modifications](#). Items defined in this section will follow the Modification process.

4.1.4.5 Interfaces

During the analysis sub-phase, a Cogsdale Consultant will review the details of any in scope interfaces to ensure no details have changed based on the best practice recommendations. At this time an initial functional design for the interface will be documented. An Interface Plan will be created. This plan will outline the high level functional details of the interface, how/where it fits in the business process(s), as well as a timeline for the detailed design specifications, approval timeline and code delivery.

If during the workshop sessions and/or the business process recommendations an out of scope interface is identified the change management process will be initiated.

Interfaces included in scope by phase are:

- Phase 1 CIS – No interfaces in scope

- Phase 2 WMS/GLM– No interfaces in scope

4.1.4.6 Quality and Testing

During the analysis sub-phase a meeting will be held where Cogsdale will explain the testing process and the expectations of testing. A Test plan will be created that will outline these topics and the initial out of the box test scripts will be provided to ENID.

A Traceability Matrix will be started at this point in the project to act as a validation that all business requirements have been met and identifying in what part of the Cogsdale solution. If an existing ENID business process will be obsoleted due to the Cogsdale Solution and/or the implementation of a new best practice this will be noted in the matrix.

4.1.4.7 Reporting

During the analysis sub-phase a review of all ENID reports is completed. During the report workshop ENID is requested to bring copies of the existing reports they use, explain what they need the report for, how often they use it and what data is required. Details from this workshop is used by the Cogsdale Consultant to map the reporting needs to the Cogsdale Solution and create a Report Plan.

The purpose of the Report Plan is to identify what reports are required as a part of the project scope to meet ENID's business requirements. In this report, a table will be provided outlining the existing report ENID uses today, if the report will still be required as part of the go forward business process, if it is an out of the box report, what tool the report will be built with and who will be responsible for this report.

In scope Cogsdale has included 60 hours to complete minor changes to out of the box reports. The Report Discovery will define how these hours will be used.

4.1.4.8 Data Migration

During this sub-phase there are several data conversion activities. This starts with the Data Conversion Strategy. This strategy defines the "W's" of data conversion. Where is the data? What format does the data need to be received in? When does the data need to be pulled from the systems? Where will the data be converted to? How much data will be converted?

Upon approval of the conversion strategy, we identify data cleansing activities. This includes details about what data ENID will need to manually clean up and/or what data will be cleaned up via SQL scripts and who is responsible for completion of those scripts.

The following is included in scope for each phase:

Phase 1 – CIS

As part of the scope Cogsdale will import no more than 24 months of history. If ENID requires additional history to be converted this data can be populated to SQL tables outside the Cogsdale database. ENID users can then build Smartlists to view the data.

Phase 2 – MW/GLM

No conversion activities are included for phase 2.

4.1.4.9 Key Deliverables from the Analysis Phase

Deliverable / Work Product	Description
Overview Training Agenda	A document that outlines the topics and timing included in the comprehensive overview training.
Workshop Agenda(s)	Multiple documents that detail the sessions and timing of the workshop sessions and the topic for each workshop session.
Overview Training	Hands on training for core team members to provide training on the out of the box Cogsdale solution.
Training Attendance Form	A document that records who attended the training session(s). ENID staff are required to sign into each training session.
Workshop Attendance Form	A document that records who attended the workshop session(s). ENID staff are required to sign into each workshop session.
Completed Workshops	All workshop sessions/interviews completed.
Business Transformation Plan	Defines the go forward business processes, and any gaps and recommendations for addressing these.
Report Plan	Identifies which reports are required, what tool will be used to create the report and who is responsible to develop.
Data Conversion Strategy	A document that defines all the data that will be converted, where is it coming from and how much data will be converted. This document defines the details and plan for conversion throughout the project
Test Plan	A document that outlines the strategy for testing during ENID project.

4.1.4.10 Roles and Responsibilities

The following table shows the project activities and who is responsible for each.

Key Project Activity	Cogsdale												
	PM	Functional Cons.	Report Writer	Data Conversion	Enviro. Consultant	Programmers	ENID PM	ENID SMES	ENID Core Team	ENID Testers	ENID End Users	ENID IT	ENID Exec Sponsor
Prepare Computers for Training												L	
Prepare Training Sessions		L											
Overview Training Agenda	A	L					P						
Workshop Agenda(s)	A	L					P						
Overview Training		L						P	P				
Functional Workshops		L						A	A				
Business Transformation Plan	A	L					P	P	P				
Reporting Workshop	A	L	A					P	P			P	
Reporting Plan	A	L	A				P		P			P	
Interface Workshop (if applicable)	A	L				A		P	P			p	
Modification Workshop		L				A		P	P			P	
Testing Plan	A	L					P		P			P	
Initial Test Out of Box Test Scripts	A	L											
Data Conversion Strategy		A		L				P				A	

Key: L=Lead - The party ultimately responsible for the task; A= Assist - The party provides active assistance in completing the task; P=Participate - The party provides passive participation in a task

4.1.5 Assembly

This sub-phase includes all the activities required to get the system ready for testing and training and to confirm that all business process can be accommodated using the Cogsdale Solution. Activities that occur in this phase include configuration, training planning activities, building reports, interfaces and any modifications, as well as iterations of the data conversion process.

Risk management continues to play an important role in the management of the project. To properly create mitigation plans, confirm existing risks and identify new risks weekly. Update the project accordingly.

4.1.5.1 Project Management

During this phase the project manager will continue to complete regular monthly project management activities as defined in section 4.1.2

4.1.5.2 Training

During this phase Cogsdale will provide ENID with the knowledge required to assist with configuration activities and data validation activities. In addition, the Training Plan and Training Matrix will be developed. These documents will be used to define the required testing and end user training classes and what roles need to attend what classes.

4.1.5.3 Configuration

A Cogsdale Consultant will lead core team members in the configuration of all in scope modules. The configuration will be based on the decisions made and documented in the business transformation plan. All system configuration will be documented and provided as part of the project documents.

Note: This configuration will include any workflows that were identified as part of the business requirements and outlined in the business transformation plan.

4.1.5.4 Quality and Testing

During this sub-phase a Cogsdale Consultant will be available to the ENID Core team members to answer questions as ENID updates the out of the box testing scripts, proved in the Analysis phase, to customize them to meet ENID's specific business processes.

4.1.5.5 Interfaces

The following process will occur for any in scope interfaces:

- A Cogsdale Product Designer will work with the Cogsdale Consultant and required ENID SMEs to create a detailed Design Specification. This detailed design specification will define how the interface will function and look.
- ENID will be required to review and signoff on the detailed design specification.
- Cogsdale Programmers will develop the interface based on the approved design specification.
- Cogsdale's Quality Assurance team will test the interface based on the approved design specification.
- The interface will be deployed in ENID test environment for ENID use in Function and User Acceptance Testing.

Interfaces included in scope by phase are:

- Phase 1 CIS – No interfaces in scope
- Phase 2 MW/GLM – No interfaces in scope

4.1.5.6 Modifications

The following process will occur for any in scope modifications:

- A Cogsdale Product Designer will work with the Cogsdale Consultant and required ENID SMEs to create a detailed Design Specification. This detailed design specification will define how the modification will function and look.
- ENID will be required to review and signoff on the detailed design specification.
- Cogsdale Programmers will develop the modification based on the approved design specification.
- Cogsdale's Quality Assurance team will test the modification based on the approved design specification.
- The interface will be deployed in ENID test environment for ENID use in Functional and User Acceptance Testing.

4.1.5.7 Data Migration

For the Assembly sub-phase the first step in data conversion is to complete detailed data mapping between the Cogsdale Solution and ENID Legacy system(s). This activity involves ENID Data Conversion Resource working with the Cogsdale Data Conversion Resource and/or the Cogsdale Functional Consultant to go through both the systems, field by field, and determine where data from ENID legacy system is populated in what table/field of the Cogsdale Solution.

Upon completion of the initial mapping ENID Conversion Resource(s) will be required to build routines to extract data from their legacy in the required format provide by Cogsdale. Meanwhile the Cogsdale Conversion Resource will prepare the Cogsdale Solution to receive this data.

When Cogsdale receives the required data in the extracted forms they will work with ENID to import this data into the Cogsdale Solution. Once this data is brought into the Cogsdale Solution, a Data Conversion Iteration Report is created and provided to ENID.

ENID is required to review all reports, and validate the data in the Cogsdale Solution to ensure is has converted properly. Any issues should be reported using the issue management log and reported to the Conversion groups so the root cause of the issue can be determined and resolved. This will complete an iteration of data conversion.

In scope for Phase 1 CIS Phase of the project there will be three (3) data conversion iterations in the Assembly sub-phase. For Phase 2 MW/GLM no data conversions are in scope.

4.1.5.8 Reporting

During this sub-phase all required reports (as defined in the Report Plan developed during the Analysis sub-phase) are either created or updated. Once reports are built they are deployed in ENID's environment and ready for user testing. Any reports that Cogsdale is responsible to deliver per the Report Plan, detailed report specifications are created and provided to ENID for review and signoff. Once, these report specifications are approved by ENID a Report Writer will create the report. This report will be loaded in ENID's test system for client users to review and approve

4.1.5.9 Security & Auditing

During the Assembly phase it is time to setup the required system security for all the users and ensure the required auditing is enabled. This configuration needs to be in place for user testing and training.

4.1.5.10 Key Deliverables from the Assembly Phase

Deliverable / Work Product	Description
System Configuration Completed	All Phase Modules are configured and ready for user testing and training.
Training Plan and Training Matrix	Documents that outline the requirements for training, what training classes are required and who should attend each training class.
Design Specifications (Interface) – if applicable	A document that outlines details on how an in scope interface will look and function within the Cogsdale Solution.
Delivery of Interface(s) Code – if applicable	Software that can be installed in ENID environment, ready for user testing that meets details of the approved design specification.
Design Specifications (Modification) – if applicable	A document that outlines details on how an in scope modifications will look and function within the Cogsdale Solution.
Delivery of Modification Code – if applicable	Software that can be installed in ENID environment, ready for user testing that meets details of the approved design specification.
ENID Specific Test Scripts	Scripts that will be used during testing to guide users through ENID specific business processes to ensure the Cogsdale Solution meets the needs of ENID.
Data Mapping Documents	Multiple documents that map all fields from ENID's existing system(s) to the Cogsdale solution.
Data Conversion Iteration Reports	A document that details information about the conversion iteration. This includes information such as how many records for the record type were converted, control totals, etc.
Updated Business Process Flow Charts	Using the Business Process Flow Charts created in the Analysis Sub-phase, these

	charts are updated with any agreed upon business process changes.
Report Specifications	A detailed document that defines how the report will work, what data it will include and how it will look.
Reports Delivery	All required reports are built and in the system ready for user testing and training.
Security & Auditing	All required security is setup and ready for user testing and training.
Setup Documentation	Documents that show how the system is configured.

4.1.5.11 Roles and Responsibilities

The following table shows the project activities and who is responsible for each.

Key Project Activity														
	Cogsdale PM	Cogsdale Functional Cons.	Cogsdale Report Writer	Cogsdale Data Conversion	Cogsdale Enviro. Consultant	Cogsdale Programmers	ENID PM	ENID SMES	ENID Core Team	ENID Testers	ENID End Users	ENID IT	ENID Exec Sponsor	
System Modules Configured		L							A					
ENID Specific Test Scripts		P							L					
Report Specification (per Report plan)		A	L						P			A		
Reports Delivery (per Report plan)		A	L									A		
Data Mapping				A								L		
Data File Layout Requirements				L								P		
Data Extraction Routines (from Legacy System)				P								L		
Exacted Data Files				P								L		
Data Import (into Cogsdale CIS)				L								A		

Data Conversion Iteration Report(s)				L								A	
Data Validation		A		A					L			A	
Update Data Mapping				A								L	
Update Extraction Routines				P								L	
Update Import Routines				L								P	
Design Specification Interface(s)	P	L					P		P				
Delivery of Interface(s)		P				L							
Updated Process Flow Documents		L							A				

Key: L=Lead - The party ultimately responsible for the task; A= Assist - The party provides active assistance in completing the task; P=Participate - The party provides passive participation in a task

4.1.6 Acceptance

The Acceptance sub-phase is where all the efforts of the project team come together to ensure all business processes can be run successfully in the Cogsdale Solution. Key activities in this phase include End User Training, and User Acceptance Testing.

This sub-phase involves ongoing project management activities to manage risks and issues, communications, change requests, and project plan updates.

The infrastructure and technical teams prepare the production environment for the cutover tasks that lead to the go-live state. Required configurations may be made, and performance tuning may be performed if necessary.

4.1.6.1 Project Management

During this sub-phase the project manager will continue to complete regular monthly project management activities as defined in section 4.1.2

4.1.6.2 Training

In the Acceptance phase training will be provided for the users that will be performing the User Acceptance Testing (UAT) and additional training sessions will be provided for the end users.

All training sessions will contain the following:

- Training agendas
- Instructor led
- Training exercises
- Job Aides

For end user training multiple sessions of each course will be provided to help minimize disruption to ENID's business.

Job Aides are provided to describe out of the box functionality. These short documents act as a quick reference on how to perform a specific job. These job aides describe out of the box functionality and are provided to ENID in Word format. ENID may modify these to meet their business processes, if desired.

4.1.6.3 Requirements and Configuration

If issues are discovered during testing, that require modifications to the system configuration these changes will be completed in this sub-phase. In addition to making changes to the system configuration all setup documentation will be updated.

4.1.6.4 Quality and Testing

During the Acceptance sub-phase two (2) rounds of testing occur. The first round of testing is functional testing. During functional testing, ENID testing users work through test scripts to ensure the desired functionality is working. Cogdale Consultants are available to support the ENID users during this time.

The second round of testing is for User Acceptance Testing (UAT). This testing really focuses on ENID users running through the custom test scripts to ensure all business processes are working as required. ENID will be provided out of the box scripts and will be responsible for modifying these for their business processes. Cogdale resource will be available to answer questions while they develop these scripts. In addition, this testing also acts as parallel testing, comparing results between both the Cogdale Solution and ENID's legacy system to ensure that the system is working as expected. If there are discrepancies between systems, Cogdale and ENID will work together to determine the reason for the discrepancy and make the required changes.

4.1.6.5 Infrastructure

The Cogdale performs a production environment audit and obtains final system approval from ENID. The system is now ready for go-live and any subsequent environment changes are placed under the change control process. Things to check during this audit are:

- Ensure the production environment has all the required resources set properly
- All software, reports, etc. are all installed on the production environment
- If using multiple terminal servers, ensure any required software is installed and configured on all terminal servers
- All systems paths are pointed correctly

4.1.6.6 Data Migration

In scope for Phase 1 CIS Phase of the project there will be two (2) data conversion iterations in the Acceptance sub-phase. For Phase 2 MW/GLM there is no (0) data conversion iterations completed in the Acceptance sub-phase.

The first iteration in this phase will be used to support functional testing and the second iteration will be used to support UAT testing. These conversion iterations will follow the same process that was used in the Assembly sub-phase. When Cogsdale receives the required data in the extracted forms they will work with ENID to import this data into the Cogsdale Solution. Once this data is brought into the Cogsdale Solution Conversion Reports are created and provided to ENID.

ENID is required to review all reports, and validate the data in the Cogsdale Solution to ensure it has converted properly. Any issues should be reported using the issue management log and reported to the Conversion groups so the root cause of the issue can be determined and resolved. This will complete an iteration of data conversion.

This activity only applies to Phase 1. Phase 2 MW/GLM no data conversion is included in the scope.

4.1.6.7 Security

At this point in the project, the initial setup for security is completed. However, during functional and UAT testing issues with either may occur. These issues would be resolved during this sub-phase activity.

4.1.6.8 Contingency Planning

During the Acceptance sub-phase the first version of the contingency plan is created. This plan will define the process for cutover, any back out options and the point where a back out is no longer an option.

4.1.6.9 Key Deliverables from the Acceptance Phase

Deliverable / Work Product	Description
Out of box Job Aides	One to two pages that act as a quick reference on how to perform a specific job. These job aides describe out of the box functionality and are provided to ENID in Word so ENID may modify to meet their business processes if desired.
Training Agendas	Multiple documents that detail the sessions and timing of the training sessions and the topics for each training session.
UAT Tester Training	Training sessions for ENID users that will be involved in UAT testing. This training will be instructor led and include hands on time as well.
End User Training	Training sessions for ENID end users. This training will be instructor led and include hands on time as well.

Cutover Schedule	A detailed plan that shows every step that will occur during the cutover weekend, including timing and who is responsible to perform the activity.
Contingency Plan	A plan that details possible scenarios for the go live weekend. In addition, it includes steps in the unlikely event that we need to back out of the go live weekend and identifies the point where backing out is too risky.
Security & Auditing Updates	Updates to security and auditing based on testing results.
Functional Testing Completed	All functional testing activities are completed and issues resolved.
UAT Testing Completed	All UAT activities are completed and issues resolved.
Setup Documentation Updates	Updates to the setup documentation created in the assembly sub-phase based on results from testing.

4.1.6.10 Roles and Responsibilities

The following table shows the project activities and who is responsible for each.

Key Project Activity	Cogsdale PM	Cogsdale Functional Cons.	Cogsdale Report Writer	Cogsdale Data Conversion	Cogsdale Enviro. Consultant	Cogsdale Programmers	ENID PM	ENID SMEs	ENID Core Team	ENID Testers	ENID End Users	ENID IT	ENID Exec Sponsor
Configuration Updates		L							A				
Setup Documentation Updates		L							A				
Infrastructure Audit					A							L	
Training Agendas		L						P	P				
UAT Tester Training		L								P			
End User Training		L									P		
Data Conversion Iteration Report(s)				L								A	
Data Validation		A		A					L			A	
Update Data Mapping				A								L	

Update Extraction Routines				P								L	
Update Import Routines				L								P	
Updated Process Flow Documents		A							L				
Functional Testing	A	A						A	L				
User Acceptance Testing (UAT)	A	A						A			L		
Contingency Plan	L	A					A		A				
Cutover Schedule	L	A					A		A				
Security Updates		A										L	
Auditing Updates		A										L	

Key: L=Lead - The party ultimately responsible for the task; A= Assist - The party provides active assistance in completing the task; P=Participate - The party provides passive participation in a task

4.1.7 Pre Go-Live

4.1.7.1 Project Management

During this sub-phase the project manager will continue to complete regular monthly project management activities as defined in section 4.1.2

4.1.7.2 Mock Go-Live

The Mock Go-Live acts as a dress rehearsal for the actual go-live weekend. This practice run is used to ensure everyone understands their roles and responsibilities for the actual go live. In addition, it allows us to validate the schedule and timings. This includes any manual entry required after the completed conversion, validation of all reporting.

This activity only applies to Phase 1 only.

4.1.7.3 Data Migration

The mock conversion is performed exactly as it will be performed during the Go-Live weekend. The idea of this conversion is not to change data but to practice all the steps required in the proper order as you would during the Go Live. This allows both Cogsdale and ENID to validate timing, roles and responsibilities and schedule.

This activity only applies to Phase 1 only.

4.1.7.4 Go/No Go Decision

This is a decision point at the end of the Mock Go-Live when the results have been validated to determine if ENID will proceed with the scheduled Go Live.

4.1.7.5 Key Deliverables from the Pre Go-Live Phase

Deliverable / Work Product	Description
Mock Go Live Accepted	A complete dress rehearsal of the go live activities in order to ensure all parties understand their role in go-live.
Go/No Go Decision	A meeting upon the acceptance of the mock go-live to decide if ENID is wishing to move forward with the scheduled go-live.
Security Audit	An audit to ensure all security is setup for all users as required.
Phase Report	Report that summarizes phase highlights, budget snap shot, milestone summary, critical decisions and critical outstanding issues.

4.1.7.6 Roles and Responsibilities

The following table shows the project activities and who is responsible for each.

Key Project Activity	Cogsdale PM	Cogsdale Functional Cons.	Cogsdale Report Writer	Cogsdale Data Conversion	Cogsdale Enviro. Consultant	Cogsdale Programmers	ENID PM	ENID SMEs	ENID Core Team	ENID Testers	ENID End Users	ENID IT	ENID Exec Sponsor
Security Audit					A							L	
Mock Go-Live	L	L			P		A		A		A	A	
Mock Data Conversion				A					A		A	L	
Infrastructure Validation					A							L	
Updated Contingency Plan	L	A					A		A				
Updated Cutover Schedule	L	A					A		A				
Go/No Go Decision	A						L						A

Key: L=Lead - The party ultimately responsible for the task; A= Assist - The party provides active assistance in completing the task; P=Participate - The party provides passive participation in a task

4.1.8 Go-Live

The Go-Live sub-phase is the period of time, typically over a weekend, where all required activities are performed to get the system ready for ENID to start using the Cogsdale Solution as the system of record. This includes all data conversion activities, data validation, any manual entries, etc. Cogsdale consultants will be onsite during the cutover activities, unless requested not to be by ENID.

4.1.8.1 Project Management

In addition to the regular monthly project management tasks that take place during the initiation sub-phase the following activities occur:

- Go-Live Punchlist – This is a list of go live issues and uncompleted project scope items that needs to be completed for project close out.

4.1.8.2 Cutover Activities

During the go-live cutover the Cogsdale Project team will be there to support ENID’s users as they complete the cutover scheduled activities.

4.1.8.3 Data Conversion

This is the final conversion where the data is converted into ENID’s production system. Upon completion of this conversion ENID staff will perform final validation per the cutover schedule.

This activity only applies to Phase 1 only.

4.1.8.4 Key Deliverables from the Go-Live Phase

Deliverable / Work Product	Description
Data Validation	Validation of data to ensure all control totals are accurate and the system is ready for opening of business.
Go-Live Acceptance	A ENID signoff that they are ready to move forward with the use of the Cogsdale solution as their system of record.
Go-Live Punchlist	A list of issues and/or open scoped items required to be completed for project closeout.

Final Data Conversion	The final conversion of ENID’s data into their production environment.
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4.1.8.5 Roles and Responsibilities

The following table shows the project activities and who is responsible for each.

Key Project Activity	Cogsdale PM	Cogsdale Functional Cons.	Cogsdale Report Writer	Cogsdale Data Conversion	Cogsdale Enviro. Consultant	Cogsdale Programmers	ENID PM	ENID SMES	ENID Core Team	ENID Testers	ENID End Users	ENID IT	ENID Exec Sponsor
Data Validation		A		A					L			A	
Cutover Activities	L	A	A		P		A	A			A	A	
Final Data Conversion	A	A		A								L	
Go-Live Punchlist	L	A					A		P			P	

Key: L=Lead - The party ultimately responsible for the task; A= Assist - The party provides active assistance in completing the task; P=Participate - The party provides passive participation in a task

4.1.9 Post Go-Live

The Post Go-Live sub-phase defines the activities required for system stabilization, transition to support and phase/project close out. Key objectives of this phase include providing post go-live support, transitioning the solution to Cogsdale Support, performing a final quality audit, and providing project closure.

Any remaining items that were not covered during the previous phases/sub-phases are completed. The Go-Live punch list items are delivered. Upon completion of the post go-live support activities, the team completes all necessary logistical activities, and obtains final signoff on the project.

4.1.9.1 Project Management

In addition to the regular monthly project management tasks that take place during the initiation sub- phase the following activities occur:

- Project Close Out Documentation – A document that documents all project deliverables have been completed and accepted by ENID. In addition, this document includes any future recommendations for ENID, such as adding additional functionality that is not part of project scope that was identified as a potential future use for ENID, recommendations on timing of future upgrades, etc.
- Project Close Out Activities – This includes all activities that are required to ensure successful close out of the project. For examples activities such as ensuring both Cogsdale and ENID have the finalized copies of all project documents, all ENID specific reports, interfaces, modifications are backed up in Cogsdale’s Code Storage Warehouse, etc. are included.

4.1.9.2 Post Implementation Support

The primary activity of the Post Go-Live phase is post implementation support. This is the period where ENID end users are leading the use of the system by performing their day to day responsibilities in the Cogsdale Solution. ENID’s legacy system is set to a read only mode and is available in a scenario if it is needed to check a piece of information. The Cogsdale project team is available to assist end users with questions, perform ad-hoc refresher training, and work with ENID core team to close out items on the go-live punch list.

The following post implementation support periods are in place:

- Phase 1 CIS – equivalent of one for time consultant for 4 weeks. Note this can be made up of one full time consultant or multiple part time consultants, depending on the post go live needs of ENID.
- Phase 2 MW/GLM – equivalent to one consultant for business days

4.1.9.3 Support Transition

Upon completion of post implementation support, ENID will be transitioned to the Cogsdale Support team. This transition includes a knowledge transfer about ENID and their project between the Cogsdale Project Team and the Cogsdale Support Group. Copies of all project documents are made available to the support team and an introduction call is scheduled between ENID and the Cogsdale Support group. During this meeting the Support Group will review information with ENID about how to contact support and answer any questions ENID may have.

4.1.9.4 Key Deliverables from the Operation Phase

Deliverable / Work Product	Description
Completed Go-Live Punch list	The finalized go live punch list where all items are completed and signed off on.
Post Implementation Support	A defined time period where the Cogsdale Project Team supports ENID End User while they use the system to perform their daily job

	functions in a production environment. Activities during this time include adhoc training, answering questions as required etc.
Support Transition Meeting	A meeting where ENID in introduced to the Cogsdale Support group, and they are taught about the Cogsdale Support progress.

4.1.9.5 Roles and Responsibilities

The following table shows the project activities and who is responsible for each.

Key Project Activity	ENID												
	Cogsdale PM	Cogsdale Functional Cons.	Cogsdale Report Writer	Cogsdale Data Conversion	Cogsdale Enviro. Consultant	Cogsdale Support	ENID PM	ENID SMEs	ENID Core Team	ENID Testers	ENID End Users	ENID IT	ENID Exec Sponsor
Operate System in Production Environment	P	A	A	A	A		P		A	A	L	A	
Cogsdale PS to Support Handoff Activities	L	A	A	A	A	A	P		P				
Attend Support Transition Meeting	L	P				A	P	P	P		P	P	
Complete Punch List Items	L	L	A	A			A	A	A	A	P	A	
Acceptance of Punch List Items	A						L						
Close Activities	L	A	A	A	A		A	P	P	P		P	
Project Closeout Signoff	L						A						

Key: L=Lead - The party ultimately responsible for the task; A= Assist - The party provides active assistance in completing the task; P=Participate - The party provides passive participation in a task

4.2 Included Interfaces and Modifications

4.2.1 Interfaces

The following is a list and a description of the modifications that are included in the scope of this project and will be provided by Cogsdale:

4.2.1.1 Interface A – ACH Vendor Payments

4.2.2 Modifications

The following is a list and a description of the modifications that are included in the scope of this project and will be provided by Cogsdale:

No modifications are included in the project scope

4.3 Out of Scope

Anything that is not excluded in this section and not listed in the previous “Areas Within Scope” is considered out of scope for this statement of work.

- **Hardware.** The Organization is responsible for procuring any required hardware for both the project and the server
- **Product licenses.** The Organization is responsible for acquiring all necessary product licenses required that are not listed as in scope. This includes, but not limited to, Microsoft Office, Microsoft SQL Server and Operating Systems
- **Custom/ENID Specific Training Aides –** Cogsdale will provide job aides or other training material that details how the out of the box solution works. Customization of this material for ENID’s specific needs or business process is not part of the Cogsdale scope. Material can be provided to ENID in Microsoft Word format so ENID may customize material as they see fit.

4.4 Timeline

The project will be divided into phases and milestones as depicted below. This timeline is an estimate only and is based on our current planning assumptions and may change during the course of the project. The actual project plan will be defined and provided to the client upon completion of Project Initiation activities.

Start	Finish	Task Name	Duration	Work	Cost
Tue 4/3/18	Thu 4/11/19	ENID Proforma Project Plan	267.31 days	4,194.42 hrs	\$360,550.00
Tue 4/3/18	Mon 4/30/18	Project Initiation	19.77 days	126.17 hrs	\$4,225.00
Tue 4/3/18	Fri 2/1/19	Phase 1 - CIS Implementation	218.97 days	3,618.25 hrs	\$311,775.00
Wed 4/11/18	Mon 5/28/18	Analysis - CIS	32.97 days	484.25 hrs	\$42,225.00
Tue 4/3/18	Tue 9/18/18	Assembly - CIS	120.48 days	1,397 hrs	\$122,925.00
Thu 8/30/18	Tue 12/11/18	Acceptance - CIS	73.17 days	857.5 hrs	\$54,375.00
Tue 12/11/18	Fri 12/21/18	Pre Go-Live - CIS	8.03 days	128 hrs	\$8,925.00
Fri 12/21/18	Wed 1/2/19	Go Live - CIS	8 days	97.5 hrs	\$7,875.00
Wed 1/2/19	Thu 1/31/19	Post Go-Live - CIS	20.63 days	304 hrs	\$22,950.00
Wed 4/11/18	Fri 2/1/19	CIS Project Management	212.12 days	350 hrs	\$52,500.00
Thu 1/31/19	Thu 4/11/19	Phase 2 - Mobile Work and GLM	50 days	450 hrs	\$44,550.00
Thu 1/31/19	Fri 2/15/19	Analysis	11.57 days	90 hrs	\$7,875.00
Fri 2/15/19	Mon 3/4/19	Assembly	10.4 days	78 hrs	\$11,700.00
Mon 3/4/19	Tue 3/26/19	Acceptance	16.4 days	186 hrs	\$10,575.00
Tue 3/26/19	Mon 4/1/19	Go live	3.53 days	19 hrs	\$2,850.00
Mon 4/1/19	Mon 4/8/19	Post Go-Live	5.27 days	39.5 hrs	\$5,925.00
Thu 1/31/19	Thu 4/11/19	Project Management	50 days	37.5 hrs	\$5,625.00

*Please refer to full PP included as 9.10 Exhibit 10 – Proforma Project Plan

5 PROJECT GOVERNANCE

5.1.1 Document Acceptance

Any plan document that is created during this project will require the approval of ENID. It is assumed that ENID will review and provide sign off on a plan within the agreed acceptance period*. This includes but is not limited to the following documents:

- Business Transformation Plan
- Report Plan
- Interface Plan
- Modifications Plan
- Design Specifications
- Training Plan
- Test Plan

Note: * The agreed acceptance period is defined in the project assumptions section of this document. If a plan has been provided to ENID and no feedback is provided within the agreed acceptance period it is deemed that this document is approved by ENID.

5.1.2 Pre-project

Cogsdale will work with ENID to finalize the recommended technical infrastructure required for the project. **ENID** will be responsible for ordering, delivery and installation of necessary hardware and operating system software as per the documented technical infrastructure recommendations. **ENID** will establish remote access for **Cogsdale** to **ENID's** network for the purposes of the Implementation.

5.1.3 Milestone Acceptance Process

As milestones throughout the project are completed, the Cogsdale Project Manager will submit a Milestone Acceptance Form for review and approval to ENID Project Manager. Service deliverables shall be accepted or rejected within 5 consecutive business days from the time of submittal for acceptance. Service deliverables will be considered accepted in the absence of review or response of acceptance within this specified time. The use or partial use of any service deliverable in a production environment constitutes acceptance of that service deliverable. Feedback supplied after the review period will be evaluated as a potential change of scope and shall follow the Change Management Process outlined in this SOW.

The Service Deliverable Acceptance Process is described below.

■ Submission of Service Deliverables

The Cogsdale Project Manager, or his or her designee, will prepare a Milestone Acceptance Form (see Exhibit section) and forward with the respective service deliverable to ENID Project Manager, or ENID designee, for consideration.

■ Assessment of Service Deliverables

ENID Project Manager will determine whether the service deliverable meets the requirements as defined in this SOW and that the service deliverable is complete.

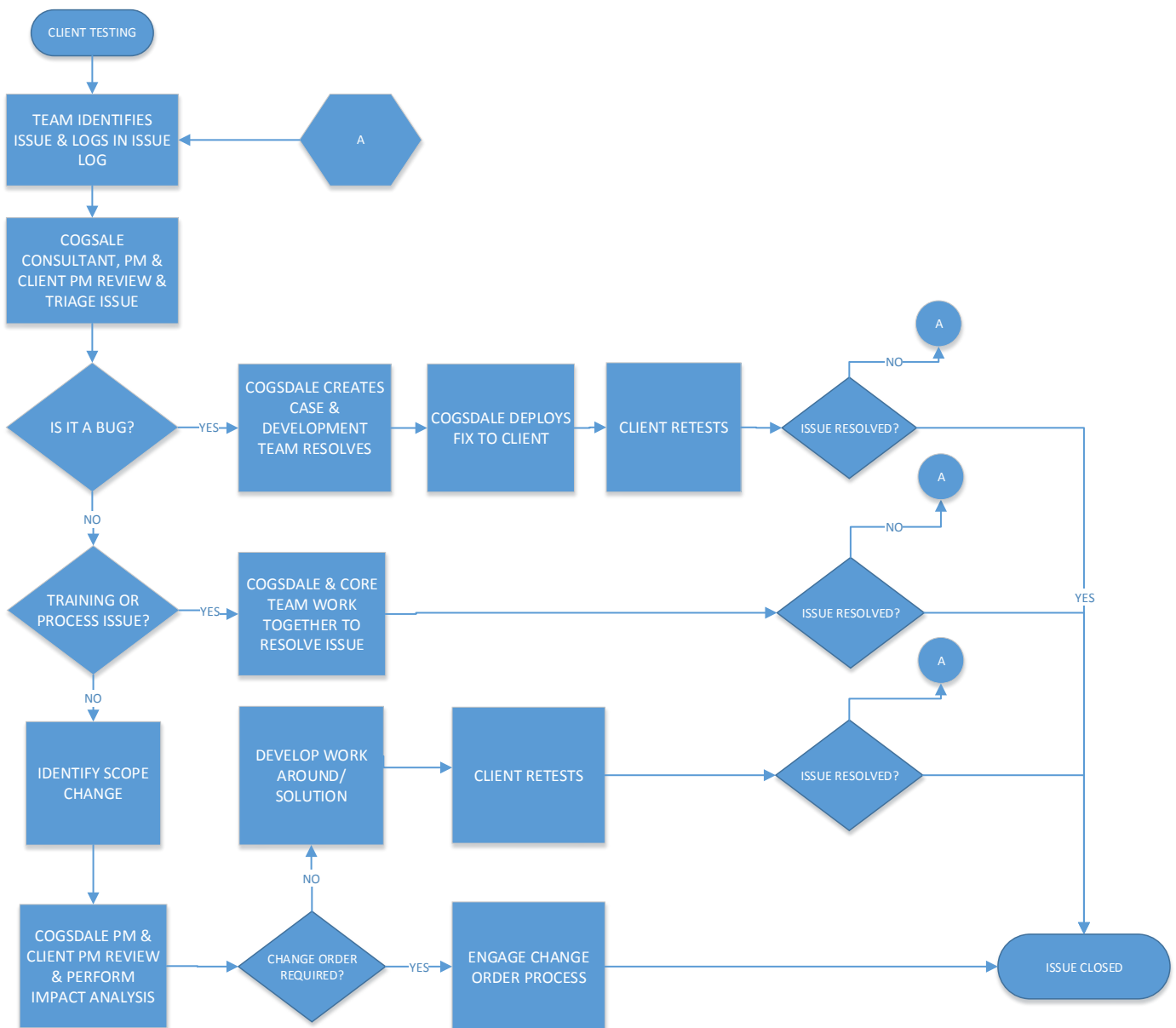
Additional work on or changes to an accepted service deliverable that are requested by ENID will be managed through the Change Management Process.

■ Acceptance / Rejection

After reviewing, ENID will either accept the service deliverable (by signing and dating the Milestone Acceptance Form) or will provide a written reason for rejecting it and will return the Milestone Acceptance Form to the Cogsdale Project Manager. If the Milestone is accepted the Cogsdale Project Manager will invoice for the milestone. If the milestone is rejected the Cogsdale Project Manager will review the reason and work with ENID Project Manager to determine if the rejected reason is within scope and if so resolve any ENID concerns. Once concerns are addressed the milestone acceptance form will be updated and resubmitted for approval

5.1.4 Issue Communication & Tracking Process

Issue Communications & Tracking Process



5.1.5 Change Management Process

During the project either party may request additions, deletions, or modifications to the services or software described in this SOW (“change”). All changes will be documented and approved, regardless if there is a cost associated with the change or it is a \$0 change.

Upon a request for a change, the Cogsdale Project Manager will create a Change Order describing the change, including the estimated impact of the change on the project schedule, fees, and expenses. The Change Management Process that will be employed is defined below. The change order must be approved by both Cogsdale and ENID before any work related to this change order is completed.

- Identify the requested change
- Identify and document the solution and scope of work associated with the change request
- Estimate required effort, and any associated costs
- Assess impact of change on schedule, travel fees, milestones and contract
- Submit for review and approval by ENID and Cogsdale.
- If not approved no changes are completed and the change order is canceled
- If approved project documents are updated and work on the change order is scheduled into the project.
- Monitor and report progress
- Communicate change resolution

A sample change order document is included in the exhibits of this document.

5.2 Quarterly Sponsorship

The Quarterly Sponsor Review will include Cogsdale and ENID Project Managers and Project Sponsors. This review will take place at ENID site, once a quarter. The intent of the Quarterly Sponsor Review Meeting is to ensure that the project is on-time and on-budget, and that Executive Management for both Cogsdale and ENID have a clear view into the project status. The primary tool that will be used to do the Sponsor Review is the latest month’s Monthly Project Status Report. The intended level of attention to detail during this meeting is to identify areas of concern or material change to the project. A MS PowerPoint deck will be created to highlight the following areas:

- The percent complete for the overall project thus far. Descriptions of any material variances in schedule or work will be provided if the percent complete is different than what was expected from the prior month.
- An expected percent complete will be forecast for the end of each of the project’s upcoming months.
- The current Risk Management Plan will be included and risk status will be reviewed, based on priority of risks.
- The current Key Deliverables Report will be included and reviewed for any areas of concern or material change to the project.
- The Project Plan will be included and reviewed for any areas of concern or material change to the project.

5.3 Project Completion

The project will be considered complete, when any of the following are met:

1. All of the service deliverables identified within this SOW have been completed, delivered and accepted or deemed accepted, including approved Change Request Forms;
2. The fee provisions of the contract have been met; or
3. This agreement is terminated pursuant to the provisions of the contract.
4. If ENID is using the system in a production environment for longer than 60 days with no written documentation of issues related to the scope included in this SOW.

6 PROJECT ENID AND STAFFING

6.1 Project Roles and Responsibilities

This section provides a brief overview of key project role responsibilities. If a Cogsdale or ENID staff member needs to be changed this will be initiated via the change management process and ENID will have the opportunity to approve the replacement staff. A staff member change can be initiated by with Cogsdale or ENID.

Key Cogsdale Name Roles

<i>Cogsdale Resource Role</i>	<i>Cogsdale Named Resources</i>	<i>Description</i>	<i>Time Dedicated to Project</i>
Vice President, of Operations	Dana Lendorf-McCarty	Primary point of contact at the executive level. Maintains relationships at the executive level, participates in Project Sponsor Meeting	As Required
Director of Professional Services	Judy Wells	The Manager of Implementation Services provides support and guidance to the Cogsdale Project Manager, is available as an escalation point after the Project Manager, and provides Quality Assurance through the use of monthly project reviews.	5%
Project Manager		Maintains overall day-to-day responsibility for the Cogsdale deliverables for the implementation. The Project Manager will work closely with ENID Project Manager to ensure that the project is completed on time and on budget.	25%
Primary Application Consultant	Annie Gates	The Primary Application Consultant will have had previous implementation experience and will provide on-going review and quality assurance of all aspects of the software configuration and implementation.	50%
Secondary Application Consultant		The Secondary Application Consultant(s) will provide assistance to the Primary Application Consultant and the project team on specific tasks as detailed in the Project Plan.	25%

Trainer		Training consultant delivers training either on-site or remotely, prepares training plans, schedules training in conjunction with ENID.	5%
Data Conversion Analyst	Nathan MacPherson	<p>The Data Conversion analyst is responsible for running the Data Discovery Session and preparing the data conversion plan as follows. The person in this role will:</p> <ul style="list-style-type: none"> ✓ Do analysis, design, development, unit testing and integrated testing of all conversion applications and modules, ✓ Perform Audits on converted data at various project points, ✓ Relate conversion technical issues to the Cogsdale Project Manager. 	As required by schedule
Technical Consultant	Mike MacDonald	The Technical Consultant will be responsible for installing the Cogsdale Software, and setting up and defining Cogsdale software application and security. The Technical Consultant will also provide system administration assistance and perform regular System maintenance during the installation process.	5%, or as needed
Report Developer	Nathan MacPherson	The Report Developer will assist ENID in preparing the specifications for the Bill Print functionality. This person will also be available during the testing of the Bill, to assist in problem analysis and resolution. The Report Developer will also be responsible for development of custom reports.	As needed
Programmer	Development team resources	As specific Interfaces or System Modifications will be required, Programmer(s) from different Modules and Products will be used to design and implement the contracted changes to the system.	Per the project schedule

Key ENID Name Roles

<i>ENID Resource Role</i>	<i>Named ENID Resource</i>	<i>Description</i>
Executive Project Sponsor		ENID's Project Sponsor will be the project sponsor that directly communicates the company's long-term

		goals and visions. The project sponsor is the ultimate owner of the project and has final decision-making authority.
ENID Project Manager	TBD	<p>ENID Project Manager should be experienced in the implementation of large software projects. The Project Manager must be capable of initiating appropriate changes to the hardware, software, personnel and processes, if required.</p> <p>The Project Manager owns the project deliverables and is responsible for day-to-day project management of ENID's resources and project activities. The Project Manager is the primary liaison with the Project Sponsor, as well as the consulting team.</p>
IT Resource(s)	TBD	<p>Primary IT support contact. Core team member active in IT aspects of the implementation.</p> <p>This person(s) will be key in regards to providing the following assistance to the project team:</p> <ul style="list-style-type: none"> ✓ Environmental setup support (e.g. Citrix/network connectivity, workstation problems) ✓ Hardware issue resolution (printer problems) <p>Instance management of ENID's applications</p>
Subject Matter Experts/Core Team Members	TBD	<p>Subject Matter Experts will be ENID employees with sufficient experience and authority to fully participate in both the design of business rules and the configuration of this system. Subject Matter Experts will be chosen from the principal business areas (one individual may provide support in more than one area)</p> <p>Subject Matter Experts will be assigned to the project for all aspects of configuration, testing and cutover to production. A Subject Matter Expert should be capable of reviewing and revising business processes. They will</p>

		also provide a key role in providing end-user training.
Database Administrator (& Legacy System Conversion Analyst)	TBD	<p>A DBA familiar with the Legacy Database should be assigned to the project to assist in the Data Conversion sub-project. They should be able to provide assistance on the following tasks:</p> <ul style="list-style-type: none"> ✓ Familiarity with ENID's Legacy system and data architecture ✓ Analysis of all conversion and data related technical issues and strategies with relation to the Legacy system ✓ Constant contact with the Cogsdale's Conversion Resource in order to revise all technical issues and strategies and their impact to the conversion
Report Writer/Analyst	TBD	ENID Report Writer/Analyst will be responsible for working with the Business Process Analysts to develop report specifications and write additional custom reports that do not form part of this Scope of Work.

7 PROJECT ASSUMPTIONS

7.1 Project Assumptions

It is assumed:

7.1.1 Overall Assumptions

- a) **ENID** will strive to minimize the impact of competing initiatives that may have a negative impact to the Project.
- b) All prices are quoted in U.S. dollars and include taxes where applicable.
- c) The Not to Exceed will be firm for the services identified herein through the project duration and post implementation support, as identified in this SOW. **Cogsdale** and **ENID** may mutually agree on Change Orders if the scope of the project changes from this Statement of Work. Any underage at the time of System Acceptance may be re-allocated or applied to future phases as mutually agreed by **Cogsdale** and **ENID**.
- d) Prompt decision-making and problem resolution will be required to achieve an on-time, on-budget project completion. It is expected most decisions and/or problems will be resolved within five business days (or to a mutually agreed to timeframe).
- e) **ENID** and **Cogsdale** understand the project scope and project timelines and agree to communicate and adhere to those objectives, thus setting the proper expectation level.
- f) Any and all changes to the Scope of Work shall be managed in accordance with the Change Management process.
- g) **ENID** will provide the hardware and network infrastructure necessary to execute the project in accordance with the equipment requirements identified by **Cogsdale**.
- h) **ENID** will make Information Technology (IT) resources available to assist with data extraction, data mapping, and preliminary data validation during the conversion efforts.
- i) All Workshops and any significant analysis or review activities that are facilitated by **Cogsdale** will be conducted onsite at **ENID**'s facilities. Exceptions may be granted by the mutual agreement of both Project Managers.
- j) **Cogsdale** will provide staff as described in the detail project schedule and the staffing matrix with the appropriate skills and experience to lead each workshop, analytical session, or other review activities, whether onsite or conducted remotely.
- k) **ENID** will provide workspace for each onsite **Cogsdale** consultant, with access to a, network, telephone and close proximity to the Project Team. Breakout and conference space will also be provided if available and as mutually agreed upon by **Cogsdale** and **ENID**.
- l) When **Cogsdale** is onsite, the Project Team should ideally be located near the **Cogsdale** project members to facilitate good communication and coordination amongst the team.
- m) Adequate training space will be provided by **ENID** for the training of end users. The training room will consist of fully functioning networked computers for the amount of **ENID** participants to training classes, meeting at least **ENID** minimum or better hardware standards.
- n) **ENID** will ensure Project Team members are available for meetings, workshops, discussions and conference calls upon request by **Cogsdale**. Project Team members will respond to information requests by **Cogsdale** staff not to exceed five (5) Business Days unless agreed upon in time to minimize delays in the project

- o) Any documents submitted to ENID for signoff will be reviewed and either signed and returned or provide in writing any requests for changes, not to exceed five (5) Business Days unless agreed upon in time to minimize delays in the project
- p) Whenever possible, the Project Team may consider alternative meeting options such as LiveMeeting, WebEx, Remote Desktop and Conference Calls. Making use of this technology will help in reducing travel and expense costs.
- q) In the event that onsite travel is cancelled due to **ENID** action or inaction after Cogsdale's purchase of airline tickets, ENID may be responsible for out of pocket expenses.
- r) Where feasible **Cogsdale** Consultants may choose to travel directly to another ENID site, in this event the charges will be split between the two ENIDs and would not exceed the single return cost associated with a direct return to the consultants office.
- s) Both parties agree to work a reasonable amount of extra hours (when required) to help complete project deliverables and to make project timelines.
- t) All **ENID** and **Cogsdale** Project Team members are expected to take normal vacation and holiday days throughout the course of the project except during stages of the project where their presence is critical. The Project Managers will review any requests for time away from the project before approval is granted.
- u) **Cogsdale** will assume responsibility for the successful installation and completion of this SOW including the management of all **Cogsdale** and subcontracted resources and related project activities.
- v) **Cogsdale** will assume overall responsibility for conducting all project related administration activities including the development and administration of an MS Project based work plan for all Cogsdale work
- w) **Cogsdale** is responsible for the initial installation, configuration, and testing of multiple instances of the system for training, development, testing along with the setup of several user PC workstations necessary to support the System's front-end environment. Once **ENID** has participated in the initial install and completed System Manager Training, this will be **ENID**'s responsibility.
- x) **ENID** will implement and maintain a remote connection for **Cogsdale**'s access to **ENID**'s server environment. This may be via direct access or through the establishment of a VPN tunnel.
- y) **Cogsdale** will be responsible for researching known defect database for software defects.
- z) **ENID** is willing to consider **Cogsdale** "Best Practices" in order to minimize the need for software customizations. This may not always be possible, but **ENID** will approach each opportunity from this perspective.
- aa) All Workshops and any significant analysis or review activities that are facilitated by **Cogsdale** will be conducted onsite at **ENID**'s facilities. Exceptions may be granted by the mutual agreement of both Project Managers.
- bb) If travel is scheduled and ENID cancels at the last minute a change order may be required to cover the costs of the travel change fees.

7.1.2 Data Migration Assumptions:

1. **ENID** will assign individuals to conduct data preparation and cleansing activities.
2. **Cogsdale** will develop a conversion plan and present to **ENID** for review and approval.
3. **ENID** will assign technical resources to provide **Cogsdale** with current system file layouts and data descriptions.

4. **Cogsdale** will review **the Cogsdale** file layouts and data descriptions with **ENID**. The mapping of source data to the target environment will be done in a joint **Cogsdale** and **ENID** Data Conversion Workshop. **Cogsdale** and **ENID** will update the data conversion plan based on these sessions.
5. **Cogsdale** will design, develop, create validation processes (for example dollars, meter reads, consumption).
6. **ENID** will design, develop, and unit test the conversion extract programs.
7. **Cogsdale** will run the data conversion programs to import data into Cogsdale CIS and provide data conversion results.
8. **Cogsdale** will modify conversion routines, and **ENID** will modify conversion extract programs to address data conversion and data clean-up issues.

7.1.3 Development Assumptions:

1. **Cogsdale** will take the lead and be responsible for the development of forms, reports, interfaces, conversions, enhancements, and modifications with the assistance of **ENID** resources identified in this SOW.
2. **Cogsdale** assumes responsibility for managing the interface design, development, testing and roll-out of interfaces. Cogsdale assumes responsibility for the Cogsdale portion of design, development, testing, and roll-out of interfaces.
3. **ENID** will provide subject matter experts for the legacy system as required to support the design, development and testing of interfaces to other systems.
4. **Cogsdale** will be responsible for performing quality assurance of all product enhancements, interfaces, reports, and forms.

7.1.4 System Testing Assumptions:

1. **Cogsdale** will provide templates for testing.
2. **Cogsdale** and **ENID** will jointly develop a test plan from a **Cogsdale** template that outlines the testing approach, methods, data, and participants.
3. **Cogsdale** will lead and **ENID** will support conducting a product integration test to insure the delivered interfaces, reports, forms work to specification and do not adversely impact the system as a whole.
4. **Cogsdale** and **ENID** will assume responsibility for conducting a volume test to ensure batch and on-line performance.
5. **ENID** will assume responsibility for conducting a business test focusing on how well business processes flow with the new system.
6. **ENID** will review and assist in testing activities under the direction of **Cogsdale**, per the test plan.
7. **Cogsdale** will provide resources for product fixes resulting from errors identified during the system testing process.
8. **Cogsdale** will deliver the system to **ENID** for review and acceptance, which System Acceptance will occur after the post cutover support period.

7.1.5 Training Assumptions:

1. **ENID** is responsible for prerequisite education and training such as basic PC skills, MS windows training, and/or fundamental business process knowledge of the current business processes.

2. **Cogsdale** will lead **ENID** in end-user training.
3. **ENID** will provide its users with specific times during their workday to conduct a hands-on user refresher post go-live either at their desktop or on a workstation within their work area.
4. **Cogsdale** will provide a classroom training approach to complete the end-user Training. Training classes will be limited to a number agreed upon by Cogsdale and ENID to ensure quality of the training sessions.
5. **ENID** has the facilities and will provide the necessary logistics support for all training sessions, including: class schedules, meeting rooms, training rooms, material reproduction, overhead projectors, training workstations, and any other necessary training supplies.
6. **ENID** will identify user training requirements through the use of a training matrix, which includes training schedules, technical tracks, functional tracks, course summaries, and personal learning plans.
7. **ENID** will ensure end-user attendance at training.

7.1.6 Production Readiness and Cutover Assumptions:

1. **Cogsdale**, with assistance of **ENID**, will develop a mutually agreed to go-live plan and schedule.
2. **Cogsdale** will update the go-live plan and schedule with **ENID** agreement, based on testing results.
3. **Cogsdale**, with assistance of **ENID**, will conduct production cutover activities.
4. **ENID** will conduct manual conversion activities as required following production cutover for data that does not conform to **Cogsdale**'s standard data model.

8 TECHNOLOGY REQUIREMENTS

8.1.1 System Requirements

SQL Server

- SQL Server 2016 Enterprise license required (Enterprise is recommended because the Enterprise edition doesn't have limitations on number of cores and maximum memory allocation. Enterprise edition also has advanced High Availability features).
- Server can be virtual (recommended) or physical
- Specs:
 - Windows Server 2016
 - 6-8 vCPU
 - 40-48 GB RAM
 - 800-1000 GB hard drive space (SSD drives recommended)
 - This hard drive space can be local SSD drives on the physical host server, or it can be on a Storage System. The recommended setup would be to have it on your Storage System to take advantage of High Availability and Redundancy features that enterprise-grade Storage Systems provide.
 - Minimum of 1-gig network connection

Reporting Server

- This is optional. The SQL Reporting Service can either be installed on a stand-alone server, or it can be installed on the SQL Server. If ECUA is planning on using reporting extensively, it is down the performance of the SQL Server if it's used extensively and it's installed on the SQL Server.
- SQL Server 2016 license required
- Server can be virtual (recommended) or physical
- Specs:
 - Windows Server 2016
 - 2-4 vCPU
 - 16-20 GB RAM
 - 200-300 GB hard drive space
 - Minimum of 1-gig network connection

Terminal Servers (Application Servers)

- A minimum of 2 Terminal Servers are required
- Windows Server 2016
- Server can be virtual (recommended) or physical
- Specs for each Terminal Server (based on a 2-Server setup):
 - 4 vCPU
 - 24-32 GB RAM
 - 200-300 GB hard drive space
 - Minimum of 1-gig network connection
- Terminal Server CALs required for the number of GP users at ECUA

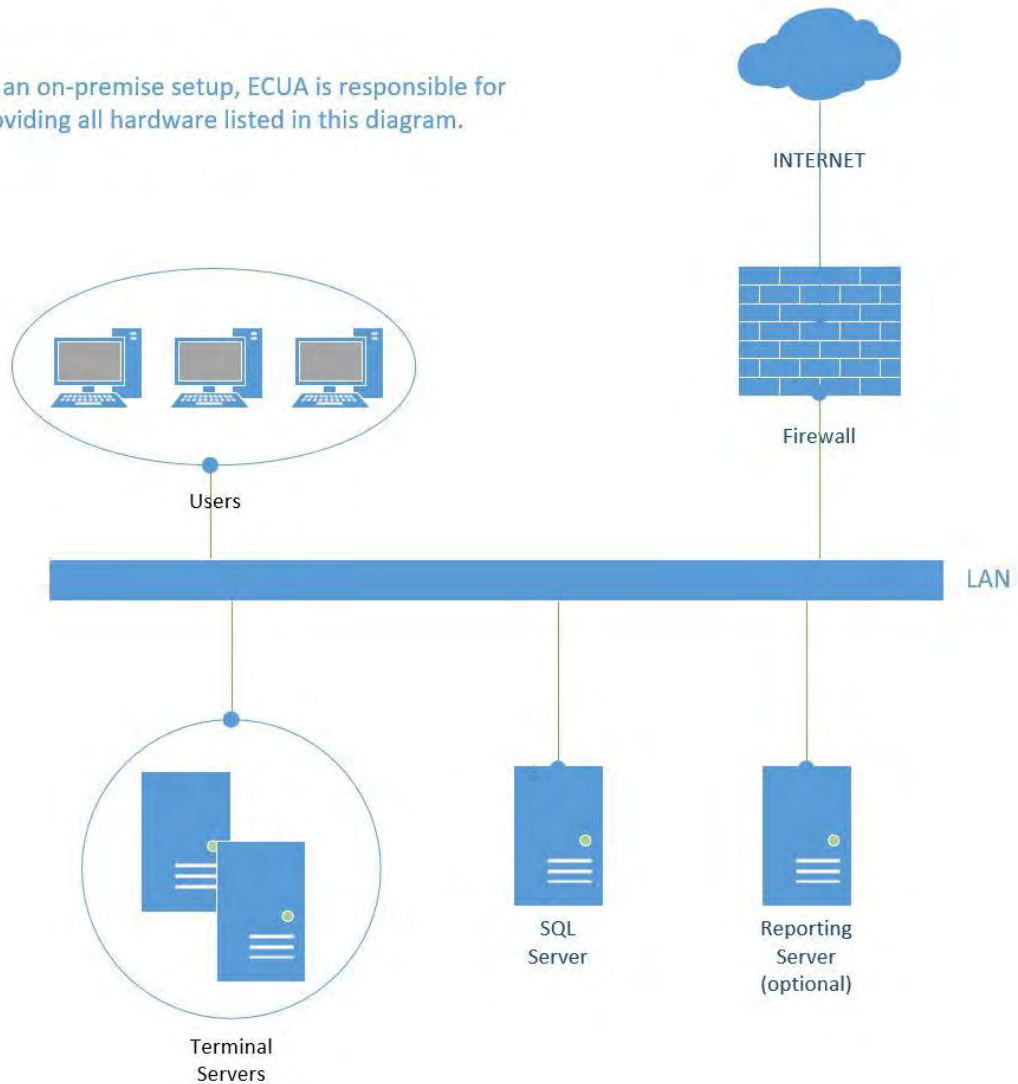
End-User PCs

- Since the recommended setup is with Terminal Servers, all the computation and workload takes place on the Terminal Servers and SQL Server. Therefore, there are no specific requirements for end-user PCs; the minimum requirements for a Windows (10, 8 or 7) machine will suffice.
- End-user PCs can be thick ENIDs (desktop) or thin ENIDs.

8.1.2 Technology Architecture

The following diagram demonstrates the recommend Architecture.

Note: since this is an on-premise setup, ECUA is responsible for setting up and providing all hardware listed in this diagram.



For improved security, all Servers should be in a different subnet than the Users.

8.1.3 Required Environments

The following environments will be set up as part of this project:

- Configuration
- Development
- Conversion
- Training

- Production

These environments are required for the life cycle of the project. Upon project completion ENID may reduce the number of environments. However, it is recommended that ENID keep at least one environment as a test system for go forward such as testing upgrades, newly released features, etc.

8.1.4 Hardware Availability

For on-premise configuration it is the responsibility of ENID to source and determine availability of all hardware required for the project.

8.1.4.1 Requirements for Project Start

For on-premise infrastructure solutions ENID is required to ensure the hardware is in place, setup and ready for software installation (per the project scope) at the time of project kickoff. While Cogsdale will make every effort to work around hardware not being available at project kickoff, delays in hardware could result in schedule delays and changes orders.

9 EXHIBITS

9.1 Exhibit 1 Dictionary of Terms

Definition/Term Name	Definition/Term Description
Acceptance	Acceptance is defined as information, documentation or object approved and signed off by client.
Acceptance Testing	Acceptance testing is ENID validation against named features and functionality to ensure top-to-bottom functional stability and adherence to existing business requirements and business processes. Testing will be in several phases, including, but not limited to, functional testing, parallel testing, integration testing, and performance testing.
Bi-monthly	Activity occurs once every weeks.
Business Day	One regular workday (Monday through Friday – non holidays or emergency days) as defined by ENID’s business calendar.
Business Process	A defined series of procedures that will identify and document process steps and system transactions. Business Process documentation can be used to facilitate testing and training.
Business Process Design	The process design is conducted during business process modelling activities, and focused on conducting business process design work in the context of the system environment. This design work will address operational and organizational changes required to implement the proposed solution.
Calendar Day/Days	A 24-hour period—typically starting at midnight.
Change Management	The activities, events, processes and procedures that are employed for handling transformation from one system environment to another; this relates mainly to the people and business processes.
Change Order	Any and all changes to the SOW must be agreed upon by the parties and evidenced in a written instrument signed by the parties’ authorized representatives. Any changes that do not satisfy this requirement shall be deemed unauthorized, void, and unenforceable.
Configuration	Process of setting up software to perform ENID ’s specific user requirements. Configuration does not require programmatic software changes.
Conversion Validation	As a component of the data conversion process, this ensures the data from the legacy ERP/CIS to the ERP/CIS Solution has been completed accurately.
Courseware	End-User Training Materials that will be developed to facilitate end-user training execution.
Cut-Over	Includes all activities required to prepare the systems for the transition of the new ERP/CIS Solution to production processing. The activities will include: ensuring security setup, establishing user profiles, closing out pending data in the legacy system, manual data conversions when required, running final data conversion scripts, system access rollout to end users, and other activities Cogsdale and ENID deem necessary.

Definition/Term Name	Definition/Term Description
Cycle Parallel Testing	Process of comparing generated bills from the legacy system and the new ERP/CIS Solution to compare mass volumes of rates and charges.
Detailed Walkthrough Document	A document that results after discovery workshops. This document describes how the functional requirements will be met using the Cogsdale Solution.
Data Dictionary	Information about a database that defines its tables, fields, field types, field lengths, precision and relationship to other tables. Similar to data model.
Data Mapping	The process of assigning source system data elements to target data elements in the system data model for purpose of conversion.
Data Model	Conceptual description of data objects, their attributes, and the relationships between them.
Delivery	Delivery is defined as information, documentation or object provided to client to review, test, and/or provide feedback in anticipation of client and sign off
Development Design Specifications	Documents that describe, in business terms, all the changes to the software that Cogsdale will modify to meet ENID business requirements. These documents will include a definition of the change, screen layouts, report layouts, descriptions for searching, sorting, filtering, and generally how the change will be accomplished.
ERP/CIS Solution	The ERP/CIS Solution (aka Software Solution) includes Microsoft Dynamics GP (FIS/Purchasing/HR/Payroll), and Cogsdale CSM (CIS) as well as the combination of licensed Cogsdale software, implementation services, work products and third party products as described herein and in the License Agreement and Implementation Services Agreement.
Fallback Plan	Cut-over planning includes risk and contingency planning. A component of the contingency planning will include processes and procedures in the event that ENID needs to roll back to a Legacy ERP/CIS system after the system go- live.
Fixed Price	The total cost for implementation & expenses to deliver the ERP/CIS Solution as noted in this SOW and other Exhibits to the Agreement.
Functional Requirements Document	The detailed requirements created by ENID , listing all functionality required for their current and future business practices.
Functional Test	Singular test of an object, such as a screen, report, or batch program. These tests will focus on specific functions.
Integration Test	The integration testing will utilize formal test plans and scripts that will define how to test a singular feature and business process based on pre-defined expected results. Integration tests are formal in nature, cover multiple scenarios of a feature and process, and are based on the variations of ENID 's business.
Interface	Passing of data between two separate and distinct systems; can be accomplished in real-time or batch mode.
Legacy ERP/CIS	References ENID's Financial (FIS), ENID Service (CIS), Human Resources (HR) and Work Management System (WMS).
Mock Go Live	A process where all the steps of the go live are ran through in order to practice and ensure all cutover steps are documented, responsibilities are assigned and ENID is ready for real go live.

Definition/Term Name	Definition/Term Description
Mock Conversion	An execution of the conversion processes and programs for the entire dataset being converted. All Conversion Validation is executed as well as part of the Mock Conversion. A Mock Conversion consists of a test of the activities to be completed as part of the cut-over to the production process. The Mock Conversion is staged in the exact manner as the pre-go-live steps and procedures including data validation. A mock conversion is a large part of the Mock Go Live.
Modification	Custom code that is inserted into the standard system. This does not include configuration changes of any form.
Performance Testing	This testing will exercise the system to ensure ENID will achieve agreed upon performance between ENID and Cogsdale .
Phase	A part of the project that includes the implementation a particular piece of the Cogsdale Solution.
Primary and Secondary Scenarios	Document that describes the steps and actions required to test a particular feature or function.
Quality Assurance	The process of verifying that the proper processes and procedures have been adhered to on the project from a methodology as well as project management perspective and that the deliverables produced on the project have included the appropriate content and meet expectations.
Script Testing	Testing using a pre-determined script or set of instructions. Testing can be either manual or automated work.
Traceability Matrix	Document that contains ENID functional requirements to be delivered by Cogsdale for this ERP/CIS Solution implementation. This Functional Matrix should also include cross references/traceability to the corresponding test cases. As defined in the scope section
Technical Specification	A document that describes, in technical terms, how a Functional Specification will be developed. These documents identify code, data elements, indexes, etc., that will require changes.
Test Matrix	A worksheet that identifies accounting periods, account numbers, financial transaction, ENID information, meters, billing data, etc. And other expected results for testing purposes.
Test Plan	Document that outlines a strategy or approach for testing a particular test script or group of test scripts. Describes key setup issues, dependencies, and other general factors.
Test Scripts	A series of actions, functions, or commands documented for the purpose of execution during various phases of testing.
User Acceptance Test	Final testing that will be conducted at the conclusion of all Integration testing. This testing phase will include all components of the project and duplicate normal business days to test all aspects of the system and all transaction types.

9.2 Exhibit 2 Change Request Form



Change Order

Client		Client Contact	
Project Manager		Prepared By	
Reference Number		Case Number	
Effective Date		Client PO	
Description			

Estimate Hours

	Quantity/Hours	Rate	Total
Services			
Professional Services		\$	-
Design		\$	-
Development		\$	-
Testing		\$	-
Project Management		\$	-
		\$	-
		\$	-
Sub-Total	0	\$	-
Software			
		\$	-
		\$	-
Sub-Total	0	\$	-
Annual Maintenance and Support			
Total		\$	-

Contract Information

The original contract sum was (includes M&S)	
Net change by previously authorized Change Orders	
The Contract Sum prior to this Change Order was	
The Contract Sum will Increase/Decrease by this Change order in the amount of	
The Contact Sum including this Change Order will be	
The Contract completion date as a result of this Change Order will be	

Milestones

Milestone Impact:

As a result of this change order the following changes will be made to the project milestones:

New Milestone(s) Change Existing Milestone(s) Remove Milestone(s)

Details of Milestone Changes:

Milestones To Be Removed

Milestone	Description	Acceptance Criteria	Total

New Milestones

Milestone	Description	Acceptance Criteria	Total

Changed Milestones

Milestone	Description	Acceptance Criteria	Total

Maintenance and Support

As a result of signing this change order your annual maintenance and support will be increased XXX per year.

Travel Expense

As a result of signing this change order your travel budget will be:

▲ **Notes**

- This change order is valid for 30 days from the quote effective date. Failure to sign this quote within this time period may result in changes to timelines, estimates, and consultant availability.
- This quote is a high level estimate based on the current information available. If a scope change occurs Cogsdale will work with the client to come to a mutually acceptable adjustment to the original quote.
- Charges may be incurred if scheduled work is cancelled within 10 days of scheduled services.
- Client description and proposed solution are defined in the sections following the authorization.
- **Please note that this is a time and material quote. If the hours in the above are exceeded, then an additional change request may be required in order to complete the work.

Authorization

Signature indicates the parties have read, understood, and agreed to all the contents of this quote.

Authorized by Cogsdale:		
_____	_____	_____
Name	Title	Date
Authorized by Client:		
_____	_____	_____
Client Oversight	Title	Date
_____	Project Manager	_____
Client Project Manager	Title	Date

Client Description

.

Proposed Solution/Scope

Proposed Schedule

Out of Scope

9.3 Exhibit 3 Service Deliverable Acceptance Form



Milestone Acceptance

Client Information	
Client Name: _____	Consultant: _____
Project: _____ _____	Project Manager: _____ _____

Track or Milestone Name/Number:	
Date Completed:	
Cogsdale Deliverables Actually Produced, & Dates Delivered:	

Exceptions/Additions to SOW:	
Additions to SOW:	
Notes for Invoicing:	
Milestone Amount:	
Comments	

Milestone Acceptance

Milestone Acceptance



Cogsdale Attest – Signature/Title/Date:		
Name	Title	Date
Acceptance – Signature/Title/Date:		
Name	Title	Date

Deliverable Acceptance sign-off indicates the client has reviewed the deliverable and it meets their requirements as defined.

9.4 Exhibit 4 Sample Status Report



Weekly Status Report

Project	Project Phase		
Week Ending	Project Go Live Date		
Project Status	Normal	Caution	Alert

A joint communication between Harris and Client

Client Representatives

Cogsdale Representatives

Financial Information System

Critical Issues			
Status	Description	Owner	Due Date
●			
●			
●			
●			

Phase Accomplishments – Period Month Day Year through Month Day Year

Project Messages

Phase Cogsdale Activities Planned or in Progress

Status	Description	Date	Due Date	Resource
●				
●				
●				



Weekly Status Report

Phase Outstanding Task & Decision List		Date Reported	Due Date	Assigned

Invoice/Milestone	Upcoming MS Deliverables	Amount	Due Date	Comments

Project Risk Log Summary				
Project Risk SharePoint Hyperlink				
ID	Description	Date Identified	Impact	Probability

9.5 Exhibit 7 Sample Risk Log



Cogsdale Project Risk Register

Risk Identification		Qualitative Rating				Risk Response		
Risk	Risk Category	Probability	Impact	Risk Score	Risk Ranking	Risk Response	Trigger	Risk Owner
Hardware delay as project cannot start without project in place	Schedule Impacts	6	10	60	1	Try expediting hardware orders, reschedule project activities	Hardware not received or hardware received does not meet requirements	Client
User(s) will not accept new business processes or functionality	User Acceptance	6	8	48	3	Work with users to understand concerns; Ensure management buy in is communicated to staff for all changes	Negative attitude to toward project activities	Cogsdale PM/Client PM
Travel issues or weather related delays	Schedule Impacts	3	4	12	6	Adjust travel schedules if there is enough notice. Use remote work options such as live meeting, etc.	Weather alerts	Cogsdale PM/Client PM
Resource Scheduling/Availability - competing priorities with project activities vs daily work responsibilities	Schedule Impacts	5	7	35	4	Ensure scheduled dates are provided in advance; Ensure project activities are prioritized	Resources not able to attend meeting or complete required tasks per schedule	Cogsdale PM/Client PM
Project length may result in staff changes to the project	Schedule Impacts	4	5	20	5	If change occurs determine plan for addition of new staff	Employee leaves during project; Employee hired and assigned to project	Cogsdale PM/Client PM
Outside distractions during project sessions (for example cell, emails, etc.)	Resource Engagement	7	8	56	2	Establish technology policy is defined for project sessions; Ensure rules are communicated and adhered to	Resource distracted during sessions	Cogsdale PM/Client PM
				0	7			
				0	8			
				0	9			
				0	10			
				0	11			
				0	12			
				0	13			
				0	14			
				0	15			
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				0	24			
				0	25			
				0	26			
				0	27			
				0	28			
				0	29			
				0	30			
Key Terms								
Risk: The risk stated in a complete sentence which states the cause of the risk, the risk, and the effect that the risk causes to the project.								
Risk Category: Categorization of risks by area of project affected, source of risk or other useful category.								
Probability: The likelihood that a risk or opportunity will occur (on a scale from 0 to 10 with 10 being the highest).								
Impact: The impact of the risk on the project if the risk occurs (scale from 0 to 10 with 10 being the highest).								
Risk Score: Determined by multiplying probability and impact (scale from 0 to 100).								
Risk Ranking: A priority list which is determined by the relative ranking of the risks (by their scores) within the project with the number one being the highest risk score.								
Risk Response: The action which is to be taken if this risk occurs.								
Trigger: Something which indicates that a risk is about to occur or has already occurred.								
Risk Owner: The person who the project manager assigns to watch for triggers, and manage the risk response if the risk occurs.								
This Risk Register Template is brought to you by www.projectmanagementdocs.com								

9.6 Exhibit 8 Milestones and Payment Amounts

The following table outlines the milestones, their acceptance criteria and the amount due upon reaching the acceptance criteria.

Phase 1 - CIS Implementation			
001	CIS Project Management Services Month 1	Delivery of PM Services per the SOW	\$ 4,471.00
002	CIS Project Management Services Month 2	Delivery of PM Services per the SOW	\$ 4,471.00
003	CIS Project Management Services Month 3	Delivery of PM Services per the SOW	\$ 4,471.00
004	CIS Project Management Services Month 4	Delivery of PM Services per the SOW	\$ 4,471.00
005	CIS Project Management Services Month 5	Delivery of PM Services per the SOW	\$ 4,471.00
006	CIS Project Management Services Month 6	Delivery of PM Services per the SOW	\$ 4,471.00
007	CIS Project Management Services Month 7	Delivery of PM Services per the SOW	\$ 4,471.00
008	CIS Project Management Services Month 8	Delivery of PM Services per the SOW	\$ 4,471.00
009	CIS Project Management Services Month 9	Delivery of PM Services per the SOW	\$ 4,471.00

010	CIS Project Management Services Month 10	Delivery of PM Services per the SOW	\$ 4,471.00
011	CIS Project Management Services Month 11	Delivery of PM Services per the SOW	\$ 4,471.00
012	CIS Project Management Services Month 12	Delivery of PM Services per the SOW	\$ 4,471.00
013	CIS Project Management Services Month 13	Delivery of PM Services per the SOW	\$ 4,471.00
014	Project Kick off	Delivery of the Kickoff Presentation, initial project plan delivered	\$ 1,225.00
015	Software Installation	Software Installed, Delivery of Software Installation Documents	\$ 3,000.00
016	Functional Overview Training	Delivery of Functional Overview Agendas and Training	\$ 2,850.00
017	Customer Service Workshops	Agenda for Workshop Completion of Workshop	\$ 2,000.00
018	Service Orders & Mobile Workshops	Agenda for Workshop Completion of Workshop	\$ 1,250.00
019	Meters Workshops	Agenda for Workshop Completion of Workshop	\$ 3,000.00
020	Billing Workshops	Agenda for Workshop Completion of Workshop	\$ 2,250.00
021	Accounting & Payments Workshops	Agenda for Workshop Completion of Workshop	\$ 3,000.00
022	Bill Template Workshops	Agenda for Workshop Completion of Workshop	\$ 2,750.00
023	Permits and Licenses Workshops	Agenda for Workshop Completion of Workshop	\$ 1,650.00
024	Data Definitions & Mapping	Delivery of initial data mapping and Data Conversion Plan	\$ 9,000.00
025	Data Cleansing	Delivery of data cleansing plan	\$ 1,725.00
026	Document Custom Reports to be Developed	Delivery of initial report requirements doc (based on client-provided reports)	\$ 1,725.00
027	Create Initial Test Plan	Delivery of initial test plan documents	\$ 900.00
028	Process Documentation - Detailed Walkthrough Document	Delivery of Detail Walkthrough Report	\$ 9,000.00
029	Detailed Walkthrough Document Signoff	Detailed Walkthrough Report Signed off by Client	\$ 1,125.00
030	Global Configuration	Global Configuration Completed	\$ 600.00
031	Ad Config setup	Ad Config setup completed	\$ 600.00
032	Security Setup	Security setup completed	\$ 600.00
033	Setup Auditor	Auditor Setup completed	\$ 600.00
034	System Administration Training	Deliver Training Agenda and Training Material Deliver Training and Training Attendance Sheets	\$ 600.00
035	Train in Smartlist Builder	Deliver Training Agenda and Training Material Deliver Training and Training Attendance Sheets	\$ 1,125.00

036	Setup Smartlist & SmartView	Smartlist & SmartView Setup Completed	\$ 1,125.00
037	Train in Smartlist & SmartView	Deliver Training Agenda and Training Material Deliver Training and Training Attendance Sheets	\$ 1,125.00
038	Setup Extender	Extender Setup Completed	\$ 1,125.00
039	Train in Extender	Deliver Training Agenda and Training Material Deliver Training and Training Attendance Sheets	\$ 600.00
040	Setup Smartfill	Smartfill Setup Completed	\$ 600.00
041	Train Smartfill	Deliver Training Agenda and Training Material Deliver Training and Training Attendance Sheets	\$ 600.00
042	Setup SmartConnect	SmartConnect Setup Completed	\$ 600.00
043	Train in SmartConnect	Deliver Training Agenda and Training Material Deliver Training and Training Attendance Sheets	\$ 600.00
044	Setup Enhanced Notes	Enhanced Notes Setup Completed	\$ 300.00
045	Train in Enhanced Notes	Deliver Training Agenda and Training Material Deliver Training and Training Attendance Sheets	\$ 300.00
046	Setup Business Analyzer deployment	Business Analyzer Setup Completed	\$ 1,125.00
047	Train in Business Analyzer	Deliver Training Agenda and Training Material Deliver Training and Training Attendance Sheets	\$ 600.00
048	Setup Cogsdale Workflow	Cogsdale Workflow Setup Completed	\$ 1,125.00
049	Train in Cogsdale Workflow	Deliver Training Agenda and Training Material Deliver Training and Training Attendance Sheets	\$ 1,125.00
050	Geographical Configuration	Geographical Configuration Completed	\$ 900.00
051	Financial Configuration	Financial Configuration Completed	\$ 600.00
052	Connections Configuration	Connections Configuration Completed	\$ 1,200.00
053	Billing Configuration	Billing Configuration Completed	\$ 2,100.00
054	Rates Configuration	Rates Configuration Completed	\$ 900.00
055	Collections Configuration	Collections Configuration Completed	\$ 1,800.00
056	Meters Configuration	Meters Configuration Completed	\$ 2,250.00
057	EMR Configuration	EMR Configuration Completed	\$ 3,375.00

058	Service Order Configuration	Service Order Configuration Completed	\$ 3,225.00
059	Payments Configuration	Payments Configuration Completed	\$ 2,850.00
060	Payment Import File Configuration	Payment Import File Configuration Completed	\$ 1,125.00
061	Bill Template specifications	Delivery of Bill Print Template Specification Document	\$ 5,500.00
062	Develop Bill Template	Delivery of Bill Print Template	\$ 8,000.00
063	Outsourced bill printing integration	Delivery of Bill Print Integration	\$ 5,625.00
064	Customer Portal Configuration	Customer Portal Configuration Completed	\$ 5,625.00
065	Payment Processor Configuration	Payment Processor Configuration Completed	\$ 1,125.00
066	Permits Configuration	Permits Configuration Completed	\$ 3,375.00
067	Licenses Configuration	Licenses Configuration Completed	\$ 2,250.00
068	Conversion - Provide file layouts	Delivery of File Layouts	\$ 5,625.00
069	Data Conversion - Take 1	Delivery of Data Conversion Take 1	\$ 10,500.00
070	Data Conversion - Take 1 Review	Data Integrity Report accepted and signed off QA Review of Data accepted and signed off	\$ 4,125.00
071	Data Conversion - Take 2	Delivery of Data Conversion Take 2	\$ 7,125.00
072	Data Conversion - Take 2 Review	Data Integrity Report accepted and signed off QA Review of Data accepted and signed off	\$ 4,125.00
073	Data Conversion - Take 3	Delivery of Data Conversion Take 3	\$ 7,125.00
074	Data Conversion - Take 3 Review	Data Integrity Report accepted and signed off QA Review of Data accepted and signed off	\$ 4,125.00
075	Data Conversion - Take 4	Delivery of Data Conversion Take 4	\$ 4,500.00
076	Data Conversion - Take 4 Review	Data Integrity Report accepted and signed off QA Review of Data accepted and signed off	\$ 1,125.00
077	Data Conversion - Take 5	Delivery of Data Conversion Take 5	\$ 4,500.00
078	Data Conversion - Take 5 Review	Data Integrity Report accepted and signed off QA Review of Data accepted and signed off	\$ 1,125.00
079	Custom Report Design Spec	Delivery of Custom Reports Design Specifications for Signoff	\$ 2,000.00
080	Develop CIS Custom Reports A	Delivery of 50% CIS Custom Reports	\$ 3,500.00
081	Develop CIS Custom Reports B	Delivery of 50% CIS Custom Reports	\$ 3,500.00
082	Business Analyzer for CSM	Delivery of Business Analyzer Custom Reports	\$ 2,250.00
083	Custom Training Plan & Matrix	Delivery of Custom Training Plan & Matrix	\$ 900.00

084	Test Script Workshop	Delivery of Standard Test Scripts Completion of Script Review Sessions	\$ 1,125.00
085	Core Team Training - Financial Administration	Deliver Training Agenda and Training Material Deliver Training and Training Attendance Sheets	\$ 150.00
086	Core Team Training - Connections	Deliver Training Agenda and Training Material Deliver Training and Training Attendance Sheets	\$ 525.00
087	Core Team Training - Billing	Deliver Training Agenda and Training Material Deliver Training and Training Attendance Sheets	\$ 525.00
088	Core Team Training - Rates	Deliver Training Agenda and Training Material Deliver Training and Training Attendance Sheets	\$ 525.00
089	Core Team Training - Collections	Deliver Training Agenda and Training Material Deliver Training and Training Attendance Sheets	\$ 525.00
090	Core Team Training - Meters	Deliver Training Agenda and Training Material Deliver Training and Training Attendance Sheets	\$ 525.00
091	Core Team Training - Service Orders	Deliver Training Agenda and Training Material Deliver Training and Training Attendance Sheets	\$ 525.00
092	Core Team Training - Payments and Cashiering	Deliver Training Agenda and Training Material Deliver Training and Training Attendance Sheets	\$ 525.00
093	Core Team Training - Customer Web Portal Administration	Deliver Training Agenda and Training Material Deliver Training and Training Attendance Sheets	\$ 525.00
094	Core Team Training - Permits & Licenses	Deliver Training Agenda and Training Material Deliver Training and Training Attendance Sheets	\$ 525.00
095	Functional & Integration Testing A	Testing Executed and Issues Documented on Client Issue Log	\$ 7,500.00
096	Functional & Integration Testing B	Completion & sign off of Functional & Integration testing	\$ 7,125.00
097	User Acceptance Testing A	Testing Executed and Issues Documented on Client Issue Log	\$ 6,375.00

098	User Acceptance Testing B	Completion & sign off of User Acceptance testing	\$ 6,000.00
099	End User Training - Financial Administration	Deliver Training Agenda and Training Material Deliver Training and Training Attendance Sheets	\$ 150.00
100	End User Training - Connections	Deliver Training Agenda and Training Material Deliver Training and Training Attendance Sheets	\$ 1,125.00
101	End User Training - Billing	Deliver Training Agenda and Training Material Deliver Training and Training Attendance Sheets	\$ 1,125.00
102	End User Training - Rates	Deliver Training Agenda and Training Material Deliver Training and Training Attendance Sheets	\$ 1,125.00
103	End User Training - Collections	Deliver Training Agenda and Training Material Deliver Training and Training Attendance Sheets	\$ 1,125.00
104	End User Training - Meters	Deliver Training Agenda and Training Material Deliver Training and Training Attendance Sheets	\$ 1,125.00
105	End User Training - Service Orders	Deliver Training Agenda and Training Material Deliver Training and Training Attendance Sheets	\$ 1,125.00
106	End User Training - Payments and Cashiering	Deliver Training Agenda and Training Material Deliver Training and Training Attendance Sheets	\$ 1,125.00
107	End User Training - Customer Web Portal Administration	Deliver Training Agenda and Training Material Deliver Training and Training Attendance Sheets	\$ 1,200.00
108	End User Training - Permit & licenses	Deliver Training Agenda and Training Material Deliver Training and Training Attendance Sheets	\$ 1,125.00
109	Contingency Plan	Delivery of Initial Contingency Plan	\$ 1,200.00
110	Mock Go-Live Completed	Mock Go-Live Tasks Completed, Updated Cutover List	\$ 8,625.00
111	Load data for cutover	Completed Data Load for Cutover	\$ 4,500.00
112	Complete Cutover	Completed Cutover Activities	\$ 3,375.00

113	Post-Implementation Support A	Complete 2 weeks of Month 1 Post Implementation Support	\$ 11,250.00
114	Post-Implementation Support B	Complete remaining 2 weeks of Month 1 of Post Implementation Support	\$ 11,250.00
115	Transition to Support	Complete Transition to support meeting (Transition to Support document, Phase Closeout Checklist, Updated Go-Live Punch List)	\$ 450.00
Phase 2 - Mobile Work and GLM			
116	MW Project Management Services Month 1	Delivery of PM Services per the SOW	\$ 1,400.00
117	MW Project Management Services Month 2	Delivery of PM Services per the SOW	\$ 1,400.00
118	MW Project Management Services Month 3	Delivery of PM Services per the SOW	\$ 1,400.00
119	MW Project Management Services Month 4	Delivery of PM Services per the SOW	\$ 1,425.00
120	Mobile Service Orders Workshop	Agenda for Workshop Completion of Workshop	\$ 1,125.00
121	GLM Workshop	Agenda for Workshop Completion of Workshop	\$ 1,125.00
122	Detailed Walkthrough Document	Delivery of Detailed Walkthrough Report	\$ 3,500.00
123	Detailed Walkthrough Document Signoff	Detailed Walkthrough Report Signed off by Client	\$ 1,125.00
124	Configuration - GIS Address Master file	Completion of GIS Address Master File Configuration	\$ 450.00
125	Configuration - GLM for CSM	Completion of GLM for CSM Configuration	\$ 4,600.00
126	Configuration - Mobile Work for CSM	Completion of Mobile Work for CSM Configuration	\$ 3,500.00
127	Core Team Training - GLM & Mobile Work	Deliver Training Agenda and Training Material Deliver Training and Training Attendance Sheets	\$ 1,125.00
128	Test Scripts & Test Plan	Delivery of Initial Test plan and Test Scripts	\$ 2,250.00
129	Test Mobile Work & GLM Part A	Testing Executed and Issues Documented on Client Issue Log	\$ 2,250.00
130	Test Mobile Work & GLM Part B	Testing Completed and Signed off by Client	\$ 2,250.00
131	End User Training - GLM and Mobile Work	Deliver Training Agenda and Training Material Deliver Training and Training Attendance Sheets	\$ 2,552.00
132	Go-Live Checklist & Plan	Delivery of Go-Live Checklist & Cutover Plan	\$ 450.00
133	Cutover -Mobile Work & GLM	Complete Cutover Activities	\$ 2,500.00
134	Post Go Live Support	Completion of 2 weeks Post-live Support and Delivery of Project Close Out Documents	\$ 4,500.00

TOTAL \$ 360,550.00

9.7 Exhibit 9 – Permit & License Requirements

The following functionality marked with a “Y” in the Y/N Column will be delivered as part of the scope of the project

No.	Functional Requirement	Y/N	Development Required
Permitting			
1	Create permitting template form in Cogsdale.	Y	
2	Template for denial of a permit.	Y	
3	STAFF SHOULD NOT HAVE TO SEARCH FOR A PERMIT NUMBER. Our current system just randomly loses the number cycle and IT has to come to reset it or staff has to try to figure out which number was used last.	Y	
4	If a staff member is working on entering a permit another staff member who needs to enter a permit should not have access to the same permit number as someone who is already working on entering data. This happens when we have multiply people entering permits.	Y	
5	Ability to issue both Temporary Certificates of Occupancy and Certificates of Occupancy from system.		
6	Ability to upload permit documents into permit file.	Y	
7	When contractor is created we need the ability to link bond and insurance information to that contractor.		
8	Permits should reflect both contractor and owner information.	Y	
9	Owner information for permitting should be integrated from the County records. Water bill information is not necessarily reflective of ownership.	Y	
10	Alerts for permits or business licenses that are about to expire.	Y	
11	Ability to run monthly reports (everything that was issued that month).	Y	
12	Ability to run annual reports.	Y	
13	Ability to run reports based off type of permit issued.	Y	
14	Status options on permits (options such as active, pending, cancelled, denied, completed).	Y	
15	Ability to run a report which reflects completed and remaining inspections for an issued permit.	Y	
16	Reports that will reflect all inspections performed related to permitting.	Y	

17	Ability to run reports on business licenses which reflect expiration dates.	Y	
18	All of the types of inspections that we perform must be in the system with us having the ability to customize each permit by selecting the types of inspections that will be needed.	Y	
19	Permit type should populate what inspections are needed.	Y	Permits are not currently tied to inspection types (Service Orders) Dev Hours - 100
20	If someone closes a permit we need a way to be able to see who completed that action.	Y	
21	Our customers should be able to see the status of their permit and inspections with a mobile app.	N	This does not exist in any form at the moment. And would require a development effort to expose via Customer Portal. Dev Hours - 150
22	Can Cogsdale auto-generate the inspections but only populate the inspections that are needed? We are fine if it doesn't auto-populate all inspections so it won't populate the unnecessary ones but it would be nice to set up specific inspections needed for each type of permit so none of that extra work would be necessary.	Y	Permits are not currently tied to inspection types (Service Orders). Tied to #19
23	Can it alert when permit expires?	Y	
24	Can it alert when there are fails or need a follow-up? Should always have somewhere to document failures.	Y	
Field Inspections			
25	Inspectors MUST HAVE the ability to enter inspection results in the field and the ability to upload a photo or photos related to that inspection.	Y	
26	Ability to see the permit file from the field and the ability to run an address to verify whether or not a permit has been issued for that address.	Y	
27	Inspectors need to be able to see all completed inspections for that permit, not just the one that they are performing.	Y	FURTHER INFORMATION TO BE PROVIDED
28	Ability to run a weekly, daily or annual report which reflects completed inspections per inspector.	Y	
29	Inspections must be able to be logged as a pass or a fail. If an inspection fails that needs to remain as a part of the file and not overridden by the passed inspection.	Y	
30	If an inspection fails and a re-inspection is added an alert needs to prompt the inspector to revisit the location so that customers don't proceed without a pass.	Y	

31	Ability to run a report on passed and failed inspections.	Y	
32	Ability to run a report or have an alert on all outstanding assigned inspections.	Y	
33	All inspections that are performed have to tie back in to the permit that they are related to.	Y	Permits are not currently tied to inspection types (Service Orders) Tied to #19
34	Does the app work for both Android and Iphone?	Y	

Property Inspections

35	I don't believe this system will be able to meet our property inspection needs and we are satisfied with our current database. If we are required to switch to Cogsdale below is what we would need. I would not recommend switching property inspection to Cogsdale until such time that all permitting and field inspection requirements are up and running efficiently.		
36	Letters, notices, mowing bills and municipal complaint forms would need to be added to the system and the Property Inspector would need to be able to generate the necessary document out of the system.	Y	
37	Ability to intergrate ownership from County records.	Y	
38	Ability to store photos and all associated inspections in the case file.	Y	
39	Ability to run reports based on activities completed by inspector.	Y	
40	Ability to run reports weekly based on open/closed cases.	Y	
41	Generate a daily to do list of inspections and re-inspections for each inspector.	Y	
42	Show and maintain a case history of the violations found at each property.	Y	
43	Ability to search an address from the field to see if there is a current active case.	Y	
44	Database of violations with the ability to integrate a violation or violations into a letter.	Y	
45	Ability to have both ownership information and tenant information in a case file.	Y	
46	Ability to close cases assigning a particular result. (i.e. voluntary compliance, complaint filed, mowed...etc)	Y	
47	System must compile a case report when needed such as for municipal court.	Y	
48	Can you trigger letters to be sent or trigger another inspection?	Y	

General (Permitting)

49	The ability for customers to view their permit and inspection status is important as well as the ability of an inspector to be able to view permit documents in the field.	N	This would need to be developed. Portal - Tied to #21 . Mobile Work -
50	It would also be great to have a system that could send a text alert when a permit is ready for pickup and a reminder when it has not been picked up.	Y	
53	Printing can be from the mobile app? You can print what each person does each day or look at it for each week, etc.	Y	
54	Can Smartlists be setup to reconcile with fees associated with that permit.	Y	

City Clerks Office Requirements

Monthly Processes

1	Aging Report – Run monthly on the 1st business day of each month to push receivables into the next aging bucket.	Y	
	<i>Business License Invoicing:</i>		
2	Ability to create invoices in 1 batch for all business licenses that are due for renewal the following month	Y	
3	Must be able to edit fee amounts and quantities before printing and posting invoices.	Y	
4	Invoices needs to have searchable invoice number. We need to be able to edit the format of the invoices to make sure they include all needed information and logo, and that the name and mailing address is in the correct location to be displayed through the window in the mailing envelope.	Y	
5	Ability to void invoices after posting if errors are made or if a license is being closed out and an invoice is no longer needed. Invoices need to be pulled using the due date or expiration date field.	Y	

Weekly Processes

	<i>ACH – Run 7 times per month</i>		
6	ACH accounts must be pulled into batch using the Plan ID or Zone #, and not by the due date.	Y	Can currently only be selected by a combination of due date and routeID. Dev Hours -60
7	Need printable report listing all accounts to be processed with that day's ACH report to review before sending to bank and posting batch.	Y	
8	Need report to be compatible with bank for file transfer (NACHA format).	Y	

Annual Processes

Annual Processes			
	<i>Cash receipting</i>		
9	Ability to have multiple batches open at one time each day, one for each operator to work from separately and one for inputting mailed in payments.	Y	
10	Need to be able to view account details from the cash receipt entry screen to provide customer needed information on account balances.	Y	
11	Ability to select payment type and change due if paying by cash, need to be able to input check numbers that appear on receipt, and are searchable in the system.	Y	
12	Receipts need to be formatted to print on 3-1/8 thermal receipt paper with COE logo, account name, account number, date and timestamp, operator initials of who processed payment, total amount due, amount paid, change given, receipt #, check #.	Y	
13	Payments must appear as pending as soon as receipt is printed.	Y	
14	Ability to create and use short or quick codes to enter miscellaneous payments received such as interest and royalties, without the need to manually enter the 9 digit account number each time.	Y	
15	Receipts printed for these transactions should have the same information as listed above.	Y	
16	Need to be able to edit transactions before posting to correct errors, only with supervisor password.	Y	
17	Operators begin to balance at approximately 3pm each day, and need the ability to open a batch for the next business day after balancing.	Y	
18	Ability to re-print a settled batch through an easy report search.	Y	
19	Cash receipts should be searchable by receipt #, name, account number or quick code, amount paid, check number, date processed, payment method, and/or operator who processed payment.	Y	
20	For misc. payments, the ability to search by the receipt description field would be very helpful.	Y	
21	Cash receipt search must be able to be filtered to reduce the number of results when searching for specific payments.	Y	
	<i>Bank Transactions</i>		
22	Ability to enter daily interdepartmental deposits to appropriate 9 digit account numbers.	Y	

23	Funds may be dispersed across several account numbers, so ability to disperse the funds as needed on 1 transaction is required.	Y	
24	Multiple description fields are needed in order to adequately identify the deposit.	Y	
25	Enough fields are needed to identify the amount and method of the deposit, which department it came from, the date of the deposit and additional fields to enter other misc. information needed.	Y	
26	Need printable report of transaction as soon as it is processed.	Y	
27	Ability to void or edit these transactions to correct errors is needed.	Y	
28	Need printable bank deposit report that will allow cash and credit card to be posted separately, listing all transactions processed, receipt numbers and the amounts for the previous day.	Y	
29	Account/ license searches – need to be able to search for utility accounts, receivables accounts, business licenses, etc., by name, address, account number, or invoice number.	Y	
	<i>Business Licenses</i>		
30	Ability to create and update license names, mailing address and license location separately, license numbers, date license received, effective and expiration dates.	Y	
31	COE has dozens of different license types and all have varying expiration dates.	Y	
32	These fields must be formatted to display on a printable license on 8*11 paper with COE logo and area for staff signature.	Y	
33	A detailed history is needed of the license including payment dates, invoice numbers and dates billed, and all changes and updates made in license's history.	Y	
34	Business licenses need to have a singular designated license number per customer, with the ability to update the customer's information at the time of renewal under that designated number.	Y	There is currently no functionality to ensure a singular designated license number is assigned to a customer. Dev Hours - 24
35	Ability to locate license in system by license number, invoice number, license location, and/or business name.	Y	
	<i>NSF/Void</i>		
36	Ability to void receipts after posting that return as NSF.	Y	
37	Payments need to be redistributed to the appropriate grid codes and ability add the NSF fee in the same transaction is needed.	Y	
38	Also, the option to charge back the payment but not charge an NSF fee is needed.	Y	
39	Printable reports are needed to document transactions. These reports may need to be referenced and reprinted at a later date, so they need to be easy to locate.	Y	

40	Ability to add NSF to misc. payments through same process.	Y	
	<i>Adjustments</i>		
41	Ability to add or remove charges to utility accounts, such as an NSF fee charged in error, or to transfer a misapplied payment from account to account.	Y	
42	Printable reports are needed to document transactions.	Y	
43	Ability to locate and reprint at a later time is needed.	Y	
44	Easily transfer and redistribute business license or permitting payment if misapplied.	Y	

Reports

	<i>Business license reports</i>		
45	Printable reports are needed that can be pulled by multiple options and filtered to reduce results.	Y	
46	We need to be able to pull reports by license type, expiration dates, active and inactive licenses, licenses with outstanding unpaid invoices, creation dates, license or business names, and invoice numbers.	Y	
47	The ability to easily reprint invoices to resend is needed.	Y	
48	It would be very helpful to be able to repull a previously created invoice batch to identify which invoices are still unpaid after period of time and to send a 2nd notice to the business.	Y	
49	Need to be able to pull a report of active licenses that have are expired.	Y	
	<i>Cash receipting reports</i>		
50	When posting a cash receipt batch, multiple reports are required, listed below.		
51	All of these reports need to be easily locatable to reprint when needed.		
52	If it is one fluid summarized report that breaks everything down, that would be fine too. As long as everything is broken down. If it consolidates everything in one report, for fewer pages, I wouldn't have an issue with that.	Y	
53	Transaction Journal – A complete listing of all transactions processed in the batch to include account numbers, receipt numbers, and amounts paid.	Y	
54	Collections Page – A separate list of all accounts with payments processed in the batch that are in the collections process.	Y	
55	Payment Summary – A summary of all payments in the batch listing cash, check, and credit card totals separately.	Y	

56	Cash Journal – A detailed list of cash payments with receipt #, account name or receipt description, and transaction total.	Y	
57	Check Journal – A detailed list of check payments with receipt #, account name or receipt description check number and transaction total.	Y	
58	Credit card journal – A detailed list of credit card payment with receipt #, account name or receipt description and transaction total.	Y	
59	Distribution Summary – A summary of how the batch total was distributed among revenue accounts.	Y	
60	Bank Summary – A total summary of all transactions for the batch.	Y	
61	Voided Documents – A detailed listing of all voided transactions contained in the batch, if any.	Y	
62	Airport Posting Journal/Journal Entries – This report currently cannot be reprinted if needed. We need this function.	Y	
63	We should have the capability to reprint any posting that we do.	Y	
Utility Services			
Utility Services			
1	Work orders can be sent and completed online – mobile devices	Y	
2	Pop-ups, can flag special accounts	Y	
3	Ebilling	Y	
4	Better search functions (by SSN or partial address)	Y	
5	Better reporting functions by any field	Y	
6	Account holder is able to have more than one mailing address	Y	
7	Alerts personalized by the customer to notify them of leaks.	Y	

B. Permit & License Modifications

The items listed below are require development to meet these requirements. This development is included in the scope of the project and will follow the modification process.

No.	Functional Requirement	Y/N	Development Required
Permitting			
19	Permit type should populate what inspections are needed.	Y	Permits are not currently tied to inspection types (Service Orders) Dev Hours - 100

22	Can Cogsdale auto-generate the inspections but only populate the inspections that are needed? We are fine if it doesn't auto-populate all inspections so it won't populate the unnecessary ones but it would be nice to set up specific inspections needed for each type of permit so none of that extra work would be necessary.	Y	Permits are not currently tied to inspection types (Service Orders). Tied to #19
Field Inspections			
27	Inspectors need to be able to see all completed inspections for that permit, not just the one that they are performing.	Y	FURTHER INFORMATION TO BE PROVIDED
33	All inspections that are performed have to tie back in to the permit that they are related to.	Y	Permits are not currently tied to inspection types (Service Orders) Tied to #19
Weekly Processes			
6	ACH accounts must be pulled into batch using the Plan ID or Zone #, and not by the due date.	Y	Can currently only be selected by a combination of due date and routeID. Dev Hours -60
34	Business licenses need to have a singular designated license number per customer, with the ability to update the customer's information at the time of renewal under that designated number.	Y	There is currently no functionality to ensure a singular designated license number is assigned to a customer. Dev Hours - 24

9.10 Exhibit 10 – Proforma Project Plan

SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT made as of the day of January, 2018.

BETWEEN:

COGSDALE CORPORATION (“Cogsdale”)

- and -

The City of Enid (“Organization”)

RECITALS

1. The Organization issued a Request for Proposals for New Utility Billing System and Implementation Services issued XXXX, 2017; and
2. Cogsdale submitted a proposal for the Software (as defined below) and related services;
3. The Organization wishes to acquire a license to utilize the Software; and
4. Cogsdale wishes to grant the Organization a license to utilize the Software.
5. The Organization and Cogsdale agree to enter into three (3) separate agreements each dealing with a separate aspect of the Software: a Software License Agreement, a Support and Maintenance Agreement and a Software Implementation Services Agreement.

NOW THEREFORE, in consideration of the mutual covenants set out in this License Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

ARTICLE I INTERPRETATION

Section 1.01 Definitions

Throughout this License Agreement, except as otherwise expressly provided, the following words and expressions shall have the following meanings:

- a) **“Agreement”** and similar expressions mean this Software License Agreement, including all of its Schedules and all instruments supplementing, amending or confirming this Agreement. All references to “Articles” or “Sections” mean and refer

to the specified Article or Section of this Agreement except where a different agreement is explicitly identified.

- b) **“Completion of Services”** shall have the definition ascribed to it in the Software Implementation Services Agreement.
- c) **“Concurrent User License”** means a license that restricts the total number of Users who can access the Software at any one time to the number detailed in Schedule “A” and Schedule “C”.
- d) **“Confidential Information”** means, with respect to a party to this License Agreement, all information or material which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the parties to be considered confidential or proprietary, such as the Software, or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information.
- e) **“Designated Computer System”** shall mean the Organization’s platform and operating system environment which is operating the Software.
- f) **“Documentation”** means user guides, operating manuals, educational materials, product descriptions and specifications, technical manuals, supporting materials, and other information regardless of the media on which it is provided.
- g) **“Full Users”** receive unrestricted direct or indirect access to all of the functionality in parts of the Third Party Software including setting-up, administering, and managing all parameters or functional processes across the System as permitted by such Third Party Software.
- h) **“Functional Requirements”** means the functional, operational and/or performance capabilities of the Software or System as described in the Scope of Work at Schedule “A” of the Software Implementation Services Agreement.
- i) **“License”** means the license granted to the Organization pursuant to Section 1.04 hereof and includes both a Concurrent User License and a Site License.
- j) **“License Agreement”** means this Software License Agreement.
- k) **“Limited Users”** get restricted access to the System through part of the Third Party Software to complete only the following tasks:

- “Read” which is access to any data contained in the Solution through any client; and
 - “Write” access (i) as a Self-serve User, or (ii) to the Solution through the Software.
- l) **“Release”** means an Update and an Upgrade.
 - m) **“Required Programs”** have the meaning set out in Section 1.12.
 - n) **“Self-serve Users”** may only access to the following modules that form part of the System for the purpose of entering and retrieving their own personalized data: ESS Employee, the ESS PTE Employee, and the ESS Purchase Requester security role IDs,
 - o) **“Site License”** means a license that restricts the Software such that it can reside in one production environment and unlimited non production environments.
 - p) **“Software”** means the software products that are listed in Schedule “A” and to which the License applies. Third Party Software is not included in the definition of Software except where this License Agreement explicitly states otherwise.
 - q) **“System”** means the Software and Third Party Software.
 - r) **“Third Party Software”** means the third party software product licensed to Organization and described in Schedule “C”.
 - s) **“Update”** means a minor modification or enhancement to the Software related to a bug fix, minor additional functionality or legislative changes.
 - t) **“Upgrade”** means a major overhaul of the Software which is a complete new version of the Software.
 - u) **“User”** means any employee of Organization or any of Organization’s agents who are authorized by Cogsdale pursuant to the terms of this License Agreement to have access to the Software.

Section 1.02 Currency

Unless otherwise specified, all references to amounts of money in this License Agreement and the related Schedules refer to U.S. currency.

Section 1.03 Schedules

The Schedules described below and appended to this License Agreement shall be deemed to be integral parts of this License Agreement.

Schedule “A” - Description of Software

- Schedule "B" - License Fees & Payment Schedule
- Schedule "C" - Third Party Software License and Third Party Software Terms
- Schedule "D" - Optional Software
- Schedule "E" - Required Programs

In the event of any conflict or inconsistency between the terms and conditions in the main body of this License Agreement and the terms and conditions in any Schedule, the terms and conditions of the main body of this License Agreement shall control.

ARTICLE II SOFTWARE LICENSES

Section 1.04 Grant of Licenses

- (a) Subject to the terms and conditions of this License Agreement, Cogsdale hereby grants to the Organization a perpetual, personal, non-exclusive, non-transferable and limited right and license to use the Software in object code format on the Designated Computer System (the "License") in consideration for the payment of the License fees. All Releases installed by Organization are subject to this License. This License and the other terms and conditions related to this License do not apply to Third Party Software except as this License Agreement may state otherwise.
- (b) Any Software furnished by Cogsdale in machine-readable form may be copied in whole or in part by Organization for use on the Designated Computer System, access to which by Users can be from any computer terminal, whether internal to or external to Organization's facility incorporating the Designated Computer System. To the extent that any temporary files associated with the Software are created during such use on terminals those temporary files are permitted under this License but only for such time that the temporary files are actually required. Organization agrees that the original copy of all Software furnished by Cogsdale and all copies thereof made by Organization are and at all times remain the sole property of Cogsdale.
- (c) Any License granted under this License Agreement permits the Organization to: (i) use the Software for its governmental and corporate purposes including, but not limited to, use in live production, performing testing, disaster recovery, disaster testing, training, archival and backup as the Organization deems necessary, and (ii) use, copy and modify the Documentation for the purpose of creating and using training materials relating to the Software, which training materials may include flow diagrams, system operation schematics, and/or screen prints from operation of the Software. Access to and use of the Software by independent contractors of the Organization shall be considered authorized use under this Section so long as any such independent contractors are bound by obligations of confidentiality and have been approved by Cogsdale in advance of the independent contractors' access to the Software. The Organization shall be responsible for (i) all of the actions of and (ii) any misuse of the Software by any independent contractor.

- (d) The Organization may duplicate Documentation, at no additional charge, for the Organization's permitted uses so long as all required proprietary markings are retained on all duplicated copies.
- (e) The Software is licensed to the Organization on multiple levels. The Software is licensed on a "Concurrent User License" and "Site License" basis as set forth in Schedule "A" and Schedule "C".
- (f) A Concurrent User License permits the Organization to use the Software on the Designated Computer System (including all environments such as training, disaster recovery, etc.) provided that the number of Users who may be simultaneously using the Software is limited to the number of Concurrent Users specified for such Software on Schedule "A". A User is further defined as anyone authorized by the Organization who is logged onto the Software, regardless of the type of interface (i.e. graphical user interface or browser user interface).
- (g) A Site License permits the Organization to use the Software on the Designated Computer System in one (1) production environment and unlimited non production environments for the purposes of disaster recovery, disaster testing, training, archival and backup. Organization requires a separate Site License for each production environment into which the Software or any portion thereof is read in machine-readable form.
- (h) The Organization may purchase additional Software Licenses at the time such Licenses become necessary at Cogsdale's then current prices and terms.
- (i) Is between Cogsdale and Organization, Cogsdale reserves all rights, title and interest in and to the Software not expressly granted herein and the License specifically excludes all such reserved rights, title and interest.

Section 1.05 Term of License

The License commences on the date of this License Agreement. The License is perpetual and of indefinite duration and shall continue to be in force unless terminated pursuant to the terms hereof.

Section 1.06 Restrictions on Use

- (a) Without limiting the generality of the License granted in Section 1.04 and the other restrictions listed therein, Organization shall not, and will not allow, direct or authorize (directly or indirectly) any other party to: (i) use the Software for any purpose other than in connection with Organization's business or operations; (ii) disassemble, de-compile, reverse engineer, defeat license encryption mechanisms, or translate any part of the Software, or otherwise attempt to reconstruct or discover the source code of the Software except and only to the extent that applicable law expressly permits, despite this limitation; (iii) modify or create derivative works of the Software; (iv) rent, lease, lend, or use the Software for timesharing or bureau use or to publish or host the Software for others to use; or (v) take any actions that

would cause the Software to become subject to any open source or quasi-open source license agreement. Organization shall be wholly liable to Cogsdale for any misuse of the Software and these restrictions are absolute except as and only to the extent that this License Agreement may expressly permit Organization to do otherwise.

- (b) The Software and related materials supplied by Cogsdale are protected by copyright and trademark laws. The Software is licensed and may not be resold by Organization. Any rights not expressly granted herein are reserved. Organization may not obscure, remove or otherwise alter any copyright, trademark or other proprietary notices from the Software and related materials supplied by Cogsdale.

Section 1.07 Ownership of Software and Confidential Information

- (a) The Organization acknowledges that the Software contains proprietary information and Confidential Information of Cogsdale which shall, at all times, remain the property of Cogsdale and, in addition to its obligations outlined in Section 1.06, the Organization agrees to treat such Confidential Information in accordance with Subsections (b) and (c) herein.
- (b) The Organization will take the same care to safeguard the Software as it takes to safeguard its own Confidential Information of a like nature and such care shall not be any less than would be taken by a reasonable person to safeguard its own confidential information.
- (c) In order to assist Cogsdale with the protection of its proprietary information and Confidential Information and to enable Cogsdale to ensure that the Organization is complying with its obligations, Organization shall permit Cogsdale to visit during normal business hours any premises at which the Software is used or installed and shall provide Cogsdale with access to its Software. Cogsdale shall provide Organization with reasonable notice of any such audit.

Section 1.08 Ownership and Disposition of Documents

- (a) The parties agree that no materials or documents are being created for Organization by Cogsdale under this License Agreement as of the effective date. All materials and documents which were developed or prepared by Cogsdale for general use and which are not the copyright of any other party or publicly available, including educational materials, the Software and any other computer applications, shall continue to be the property of Cogsdale.
- (b) Only where the Organization requests custom materials or documents, then upon the agreement of the parties in writing as evidenced by a duly executed statement of work, the Organization shall be the exclusive owner of all such custom, materials and documents which are developed or prepared by Cogsdale specifically for the Organization so long as such customer materials and documents are specifically described as being deliverables that are subject to this Subsection 2.05 (b) in the relevant statement of work, except to the extent to which such materials or

documents may contain pre-existing Cogsdale materials, in which case the statement of work will describe the license for such pre-existing Cogsdale materials.

Section 1.09 Third Party Software

- (a) Cogsdale shall distribute to Organization the Third Party Software which is described as Third Party Software in Schedule “C”. Organization shall pay Cogsdale for the Third Party Software in the amount of the purchase price(s) listed on Schedule “B. Cogsdale and/or the Third Party Software manufacturer(s) will provide Organization with one copy of the then current user documentation for use with the Third Party Software.
- (b) It is acknowledged by the parties hereto that the Third Party Software provided by Cogsdale to Organization pursuant to this License Agreement was developed and delivered to Cogsdale by one or more third party software companies and Cogsdale is distributing, sublicensing and/or reselling copies of the Third Party Software to Organization. As such, Cogsdale makes no warranties, express or implied, with respect to the Third Party Software, including, without limitation, their merchantability or fitness for a particular purpose and Cogsdale accepts no liability of any kind whatsoever with respect to the Third Party Software. Any warranty Organization has with respect to the Third Party Software shall be solely provided by the Third Party Software licensor except where this License Agreement may state otherwise.
- (c) The Third Party Software may be subject to the following licenses which may be purchased from Cogsdale but are license grants from the applicable Third Party Software licensor: Full User licenses, Limited User licenses, and Self-serve User licenses. All such licenses – though defined in this License Agreement – shall be subject to the terms of the applicable Third Party Software license agreement and any discrepancy or inconsistency between the terms of this License Agreement and those of the Third Party Software license agreement shall have the terms of the Third Party Software license agreement prevail to the extent of the discrepancy or inconsistency.
- (d) Organization agrees that it shall not permit any third party to have access to the Third Party Software during the term of this License Agreement and that the restrictions as set out in Section 1.06 shall equally apply to the Third Party Software, subject to any specific permissions that are provided in the license provided by the third party licensor to the Organization.

**ARTICLE III
REPRESENTATIONS AND WARRANTIES**

Section 1.10 Warranty of Performance

Cogsdale warrants to the Organization that:

- (a) **System Warranty.** The System will substantially perform as described in the Documentation (which for the purposes of this Section, shall include the Functional Requirements in the Statement of Work) for a period of one (1) year from Completion of Services (“Warranty Period”) if the System is used in accordance with the Documentation, the terms of this License Agreement and where the Organization has the Required Programs and the Required Hardware. The Organization’s primary recourse in the event the System does not conform to the Documentation is to have Cogsdale repair the Software, or, alternately, replace the System. In the event Cogsdale cannot repair or replace the System within ninety (90) days from written notice by Organization as provided for in this Section, Organization shall be entitled to seek any other remedies available by law.
- (b) **Intellectual Property Warranty.** Cogsdale represents and warrants that to the best of its knowledge at the time of entering into this Agreement, no claims have been asserted against Cogsdale (whether or not any action or proceeding has been brought) that allege that any part of the Software infringes or misappropriates any patent, copyright, mask copyright or any trade secret or other intellectual or proprietary right of a third party.
- (c) **Third Party Software Licenses:** Cogsdale represents and warrants that it has the authority to grant the sublicenses for all Third Party Software licensed to Organization under this Agreement.
- (d) **Disabling Code Warranty.** Cogsdale represents, warrants and agrees that, at the time of delivery of the Software, the Software does not contain any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design, including surveillance Software or routines which may, or is designed to, permit access by any person, or on its own, to erase, or otherwise harm or modify the Software or any Organization system or data (a "Disabling Code"). Examples of a Disabling Code shall include without limitation, any limitations that are triggered by: (a) the Software being used or copied a certain number of times, or after the lapse of a certain period of time; (b) the Software being installed on or moved to a central processing unit or system that has a serial number, model number or other identification different from the central processing unit or system on which the Software was originally installed; or (c) the occurrence or lapse of any similar triggering factor or event. In the event a Disabling Code is identified, Cogsdale shall take all steps necessary, at no additional cost to Organization, to: (a) restore and/or reconstruct any and all data lost by Organization as a result of Disabling Code; (b) furnish to Enid a new copy of the Software without the

presence of Disabling Codes; and, (c) install and implement the new copy of the Software at no additional cost to Organization.

- (e) **Warranty of Authority.** Each party represents and warrants that it has the right to enter into this Agreement. Cogsdale represents and warrants that it has the financial viability to fulfill its obligations under this Agreement. Cogsdale represents, warrants and agrees that Software shall be free and clear of all liens, claims, encumbrances or demands of third parties.
- (f) **Date/Time Change Warranty.** Cogsdale represents and warrants to Organization that the Software provided will accurately process date and time-based calculations under circumstances of change including, but not limited to: century changes and daylight saving time changes. Cogsdale must repair any date/time change defects at Cogsdale's own expense.

Section 1.11 No Other Warranties

The express warranties contained in this Article III are in lieu of all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade, including all warranties related to the merchantability and fitness for a particular purpose of the Software. No warranties are provided in relation to Releases in this License Agreement. Subject to the requirements of Section 3.01, Cogsdale reserves the right to correct any defects about which it is made aware and to produce Releases at a time of Cogsdale's own choosing and at Cogsdale's discretion. Without limiting the generality of the foregoing, Cogsdale does not represent or warrant and the Organization acknowledges that there are no further representations or warranties that the operation of the Software will be error free.

Section 1.12 Required Programs

- (a) The Organization acknowledges that the use of the Software requires that the Organization obtain and install additional required software programs (the "**Required Programs**"), as detailed in the attached Schedule "E". The Organization agrees that the acquisition of the Required Programs shall be at its sole cost and that the cost thereof is not included in the fees herein, including for any future updates about which Organization is provided with commercially reasonable advance notice.
- (b) Organization's hardware must also be of sufficient quality, condition and repair, and the Organization agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of the proper installation and implementation of the Software in accordance the Software Implementation Services Agreement. If Cogsdale determines that Organization's hardware is not of sufficient quality, condition and repair, Cogsdale shall notify Organization in writing of the Hardware deficiencies. Organization will strive to remedy any hardware deficiencies within 30 days of notification

Section 1.13 Exclusions to Warranty

Cogsdale shall not be liable for any breach of the foregoing warranties which results from causes beyond the reasonable control of Cogsdale, including

- (a) where the installation, integration, modification or enhancement of the Software has not been carried out by Cogsdale or its authorized agent, or where Organization has taken any action which is expressly prohibited by the Documentation or this License Agreement;
- (b) any use or combination of the Software with any software, equipment or services not supplied by or on behalf of Cogsdale;
- (c) user error, or other use of the Software in a manner or in an operating environment for which it was not intended or other than as permitted in the relevant scope of work or in this License Agreement;
- (d) Organization's failure to install a new Update which has been released to remedy an error or bug, and which Cogsdale has stated to Organization is a required Update necessary for security purposes or for legislative compliance purposes or other reasons as Cogsdale may determine is important in its sole discretion; or
- (e) natural disasters, power surges, lightning strikes, and the like.

ARTICLE IV FEES AND PAYMENTS

Section 1.14 Fees and Payments

- (a) The Organization agrees to pay Cogsdale total license fees detailed in Schedule "B", which is not inclusive of any applicable taxes. The Organization shall be responsible for the payment of any applicable duties and sales/consumption taxes. The fee structure and payment schedule is outlined in the attached Schedule "B". The License is subject to the full payment of the license fees.
- (b) Except for any aspect of the license fee which is payable on the date that this License Agreement is executed, in which case the payment is due on the date of execution, during the term of this License Agreement Organization shall have thirty (30) days after the date outlined in the payment schedule in Schedule "B" to pay Cogsdale the applicable license fee.

ARTICLE V
REMEDIES, LIABILITY and indemnity

Section 1.15 Remedies and Liability

- (a) Termination of this License Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
- (b) The Organization and Cogsdale recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of Cogsdale arising from this License Agreement. The parties agree that in all such circumstances the Organization's remedies and Cogsdale's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this License Agreement.
- (c) EXCEPT FOR DAMAGES ARISING OUT OF (a) COGSDALE'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (b) COGSDALE'S INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (c) COGSDALE'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 5.03, OR (d) ORGANIZATIONS BREACH OF SECTION 2.03 OR 2.04, NEITHER PARTY'S LIABILITY (UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DIRECT DAMAGES RELATING TO OR ARISING UNDER THIS LICNESE AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE THE LICENSE FEES PAID TO COGSDALE BY THE ORGANIZATION IN CONNECTION WITH THIS LICENSE AGREEMENT.
- (d) IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- (e) CLAUSES (c) AND (d) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

Section 1.16 Intent

The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this License Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability

is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.

Section 1.17 Intellectual Property Indemnity

- (a) Cogsdale shall indemnify, defend and hold Enid harmless from any and all actions, proceedings, or claims of any type brought against Enid alleging that the Software and/or Documentation or Enid's use of the Software and/or Documentation constitutes a misappropriation or infringement upon any patent, copyright, trademark, or other proprietary right or violates any trade secret or other contractual right of any Party. Cogsdale agrees to defend against, and hold Enid harmless from, any claims and to pay all litigation costs, all reasonable attorneys' fees, settlement payments and all judgments, damages, costs or expenses awarded or resulting from any claim. Enid shall, after receiving notice of a claim, advise Cogsdale of it. Enid's failure to give Cogsdale timely notification of said claim shall not effect Cogsdale's indemnification obligation unless such failure materially prejudices Cogsdale's ability to defend the claim. Enid reserves the right to employ separate counsel and participate in the defense of any claim at its own expense.
- (b) If the Software and/or Documentation, or any part thereof, is the subject of any claim for infringement of any patent, copyright, trademark, or other proprietary right or violates any trade secret or other contractual right of any party, or if it is adjudicated by a court of competent jurisdiction that the Software and/or Documentation, or any part thereof, infringes any patent, copyright, trademark, or other proprietary right or violates any trade secret or other contractual right of any party, and Enid's use of the Software and/or Documentation, or any part of it, is enjoined or interfered with in any manner, Cogsdale shall, at its sole expense and within thirty (30) calendar days of such injunction or interference, either: (a) procure for Enid the right to continue using the Software and/or Documentation free of any liability for infringement or violation; (b) replace or modify the Software and/or Documentation, or parts thereof, with non-infringing Software and/or Documentation of equivalent or better functionality that is reasonably satisfactory to Enid.
- (c) Cogsdale shall have no obligation to indemnify Enid for a claim if: (a) Enid uses the Software in a manner contrary to the provisions of this Agreement and such misuse is the cause of the infringement or misappropriation; or (b) Enid's use of the Software in combination with any product, software or system not authorized, approved or recommended by Cogsdale and such combination is the cause of the infringement or misappropriation.
- (d) No limitation of liability set forth elsewhere in this Agreement is applicable to the Intellectual Property Infringement Indemnification.
- (e) The indemnity provisions of this Section 1.17 shall not apply to Third Party Software and Cogsdale shall have the right to substitute the licensor of the Third Party Software to

perform Cogsdale's obligations hereunder and the Organization agrees to release Cogsdale from any obligations related to such Third Party Software.

Section 1.18 Remedies

Where remedies are expressly afforded by this License Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Organization for liabilities of Cogsdale arising out of or in connection with this License Agreement, notwithstanding any remedy otherwise available at law or in equity.

ARTICLE VI GENERAL

Section 1.19 Confidentiality

- (a) Cogsdale acknowledges that it may receive information from the Organization or otherwise in connection with this License Agreement. Except for information in the public domain, unless such information falls into the public domain by disclosure or other acts of the Organization or through the fault of the Organization, Cogsdale agrees:
- i) to maintain this information in confidence;
 - ii) not to use this information other than in the course of this License Agreement;
 - iii) not to disclose or release such information;
 - iv) not to disclose or release such information to any third person without the prior written consent of the Organization, except for authorized employees or agents of Cogsdale; and
 - v) to take all reasonable actions, whether by instruction, agreement or otherwise, to ensure that third persons with access to the information under the direction or control or in any contractual privity with Cogsdale, do not disclose or use, directly or indirectly, for any purpose other than for performing the Services during or after the term of this License Agreement, any material or information, including the information, without first obtaining the written consent of the Organization.

(b) Duty Owed to Cogsdale -- The parties agree that if the Organization breaches any term of Section 1.06 or Section 1.07 then Cogsdale shall have the right to terminate this License Agreement and the grant of Licenses herein forthwith without giving notice as set forth in Section 1.20(a).

Section 1.20 Termination

- (a) If either party should fail to comply with its obligations under this License Agreement, the other party must notify the breaching party in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the breaching party must correct the default at no additional cost to the other party, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days

immediately following receipt of a Default Notice. If the breaching party fails to correct the default, or issue a notice disputing the alleged default, in either case within ninety (90) days following receipt of the Default Notice, the other party may terminate the whole of this License Agreement.

- (b) If Organization has failed to pay the license fees in accordance with this Agreement then Cogsdale shall have the right to terminate the License and this License Agreement immediately without complying with Section 1.22.
- (c) Organization may terminate this Agreement upon thirty (30) days written notice if: Organization becomes aware or receives notice that Cogsdale is insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any domestic bankruptcy or insolvency law or publicly announces liquidation proceedings.

Section 1.21 Procedure on Termination

- (a) If this License Agreement is terminated prior to the Completion of Services, then within thirty (30) days following such termination, the Organization shall either return to Cogsdale or delete the Software from all of its locations (except as required under any statute related to retention requirements) and shall certify, under the hand of a duly authorized officer of the Organization, that all copies of the Software or any part thereof, in any form, within the possession or control of the Organization have either been returned to Cogsdale or deleted.
- (b) If this License Agreement is terminated following the Completion of Services, then the Organization may retain the copy of the Software in its possession as of the Completion of Services. Notwithstanding the foregoing, the Organization will remain subject to the obligations imposed upon it pursuant to this License Agreement with respect to the Software, including, but not limited to, such obligations relating to ownership of the Software and confidentiality and all of the restrictions on the Organization as set out in Article II.
- (c) Despite Subsection (d) below, all warranties related to the Software automatically terminate upon the termination of this License Agreement.
- (d) The following sections and articles shall survive the termination of this License Agreement: Section 1.11, Section 1.13, Section 1.15, Section 1.16, Section 1.18, 0 IV and 0 VI.

Section 1.22 Insurance

Cogsdale shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned if any and non-owned and hired automobile liability, and professional liability insurance coverage relating to Cogsdale's services to be performed hereunder covering Organizations's risks in form subject to approval of Organization's counsel. The minimum

amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	Statutory minimum
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$2,000,000 per occurrence and \$5,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to Cogsdale's vehicle usage in performing services hereunder)
Technology Professional Liability	\$2,000,000 per claim and aggregate

Technology Professional Liability coverage shall include security and privacy liability (privacy breach response costs, regulatory fines and penalties), media liability (infringement of copyright, trademark and trade dress), Cyber extortion, and privacy.

Concurrently with the execution of this Agreement, Cogsdale shall furnish Organization with certificates and copies of information or declaration pages of the insurance required hereunder and, for evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

- (a) Providing that Cogsdale's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsement);
- (b) Naming Organization, its governing Commission, officers, employees and agents, as additional insureds; and
- (c) Providing that Cogsdale's insurance coverage shall be primary insurance with respect to Organization, its governing Commission, officers, employees and agents and that any insurance or self-insurance maintained by Organization for itself, its governing Commission, officers, employees and agents shall be excess of Cogsdale's insurance and not contributory with it.

Section 1.23 Mediation

Except where this License Agreement explicitly states that this Section does not apply, the parties agree to submit any claim, controversy or dispute arising out of or relating to this License Agreement or the relationship created by this License Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute

be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.

Section 1.24 Addresses for Notice

Any notice required or permitted to be given to any party to this License Agreement shall be given in writing and shall be delivered personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed, in the case of Cogsdale, to:

COGSDALE CORPORATION
3 Lower Malpeque Road, Lower Level
Charlottetown , PE, C1E 1R4
Attention: Executive Vice President
Telephone: 1.800.533.9690

and in the case of the Organization, to:

The City of Enid

Enid, OK
Telephone: _____

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 6.05.

Section 1.25 Assignment

Neither party may assign any of its rights or duties under this License Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, except that either party may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. The License Agreement

shall inure to the benefit of and be binding upon the parties to this License Agreement and their respective successors and permitted assigns

Section 1.26 Reorganizations

The Organization acknowledges that the License fee set out in this License Agreement has been established on the basis of the structure of the Organization as of the Effective Date. To the extent that the Organization amalgamates, consolidates or undergoes any similar form of corporate reorganization or transition (a "Reorganization"), and the resulting entity (whether or not the Organization is the resulting or continuing entity) requires additional Licenses to support the system, Cogsdale shall be entitled to receive, and the Organization shall pay, an additional License fee based on the then prevailing License fee in effect. The provisions of this Section 6.07 shall apply to any subsequent Reorganizations occurring following the first Reorganization. The provisions of this Section 6.07 shall not apply where the Organization undergoes a Reorganization involving only other organizations that have already purchased a License from Cogsdale only to the extent that the License is for the same Software. For purposes of this License Agreement, any corporate changes undergone by the Organization will be characterized as either an assignment, in which case Section 6.06 will apply, or a Re-organization, in which case Section 6.07 will apply, but it is not intended that Section 6.06 and Section 6.07 will apply to any single sequence of events, if such application would result in a duplication of the fees provided for in those provisions.

Section 1.27 Entire Agreement

This License Agreement shall constitute the entire agreement between the parties hereto with respect to the matters covered herein with respect to the License of the Software. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Cogsdale by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. However, the parties agree that two other agreements are being entered into concurrently with this License Agreement, which are in addition to any of the Third Party Agreements detailed herein. These two other agreements are the Support and Maintenance Agreement and the Software Implementation Services Agreement, each of which are separate agreements and are binding in their own right and upon their own terms.

Section 1.28 Section Headings

Section and other headings in this License Agreement are for reference purposes only, and are in no way intended to describe, interpret, define or limit the scope or extent of any provision hereof.

Section 1.29 Governing Law.

This License Agreement shall be governed by the laws of Oklahoma. The United Nations Convention on Contracts for the International Sale of Goods (UNCCISG) does not apply to this Agreement.

Section 1.30 Invalidity

The invalidity or unenforceability of any provision or covenant contained in this License Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.

Section 1.31 Waiver

A term or condition of this License Agreement may be waived or modified only by written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the term or condition to be performed, and either party may evoke any remedy available under the License Agreement or by law despite such forbearance or notice.

Section 1.32 Counterparts

This License Agreement may be executed in counterparts (whether by facsimile signature, in an email PDF or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

Section 1.33 Further Assurances

The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purposes of this License Agreement and carry out its provisions.

Section 1.34 Allocation of Risk

Organization acknowledges that the limited warranties, disclaimers and limitations of liability contained in this License Agreement set forth an allocation of risk reflected in the fees and payments due hereunder.

IN WITNESS WHEREOF the parties hereto have duly executed this License Agreement to be effective as of the date first written above.

COGSDALE CORPORATION

Per:

Name: Terry Ridyard
Title: Executive Vice President

The City of Enid

Per:

Name:
Title:

Schedule "A"
Description of Software

Customer Service Management		
Cogsdale Platform	\$12,000	
Cogsdale System Tools	\$28,200	
Cogsdale Permits & License	\$10,000	
Customer Service Management	\$80,000	
Cogsdale Mobile Work Management	\$10,000	
Cogsdale ESRI GIS Integration	\$10,000	
Customer Service Management Subtotal:		\$170,200

Schedule "B"
License Fees - Payment Schedule

1	Due upon execution of this Agreement	
	TOTAL	\$170,200

Schedule "C"
Third Party Software

Not Applicable

Schedule "D"
Optional Software

1. Additional "Light" Users Licenses of Dynamics GP can be purchased at \$600 per user.

*Costs detailed above based on Microsoft pricing and are subject to change.

Schedule “E” Required Programs

Technology Requirements

System Requirements

SQL Server

- SQL Server 2016 Enterprise license required (Enterprise is recommended because the Enterprise edition doesn't have limitations on number of cores and maximum memory allocation. Enterprise edition also has advanced High Availability features).
- Specs:
 - Windows Server 2016
 - 6-8 vCPU
 - 40-48 GB RAM
 - 800-1000 GB hard drive space (SSD drives)
 - This hard drive space can be local SSD drives on the physical host server, or it can be on a Storage System. The recommended setup would be to have it on your Storage System to take advantage of High Availability and Redundancy features that enterprise-grade Storage Systems provide.
 - Minimum of 1-gig network connection

Reporting Server

- This is optional. The SQL Reporting Service can either be installed on a stand-alone server, or it can be installed on the SQL Server.
- SQL Server 2016 license required
- Specs:
 - Windows Server 2016
 - 2-4 vCPU
 - 16-20 GB RAM
 - 200-300 GB hard drive space
 - Minimum of 1-gig network connection

Terminal Servers (Application Servers)

- A minimum of 1 Terminal Server is required, and sometimes 2 or more, depending on the number of users.
- Windows Server 2016 Specs for each Terminal Server:
 - 4-6 vCPU
 - 24-32 GB RAM
 - 200-300 GB hard drive space
 - Minimum of 1-gig network connection

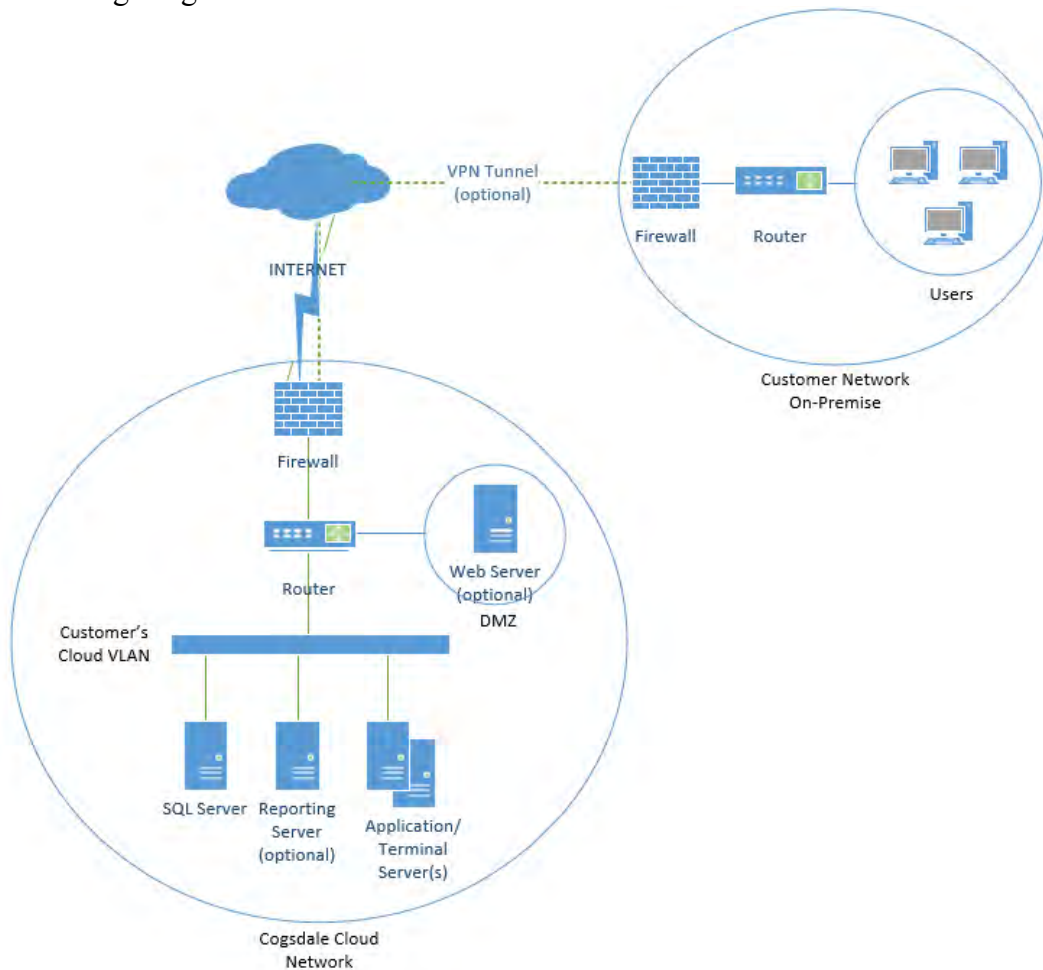
- Terminal Server CALs required for the number of GP users

End-User PCs

- Since the Cloud setup is configured on Terminal Servers, all the computation and workload takes place on the Terminal Servers and SQL Server. Therefore, there are no specific requirements for end-user PCs; the minimum requirements for a Windows (10, 8 or 7) machine will suffice.
- End-user PCs can be thick clients (desktop) or thin clients.

Technology Architecture

The following diagram illustrates the Cloud network architecture.



Required Environments

The following environments will be set up as part of this project:

- Development
- Production

These environments are required for the life cycle of the project. Upon project completion, the number of environments may be reduced. However, it's recommended to keep at least one

environment as a test system for go forward such as testing upgrades, newly released features, etc.

SOFTWARE IMPLEMENTATION SERVICES AGREEMENT

THIS AGREEMENT made as of the _____ day of January , 2018 .

BETWEEN:

COGSDALE CORPORATION (“Cogsdale”)

- And -

The City of Enid (“Organization”)

RECITALS

1. The Organization wishes retain Cogsdale to perform the Services (as defined herein).
2. The Organization and Cogsdale agree to enter into three (3) separate agreements each dealing with a separate aspect of the software: a Software License Agreement, a Support and Maintenance Agreement and a Software Implementation Services Agreement (collectively “Agreements”).
3. Organization is a public entity organized and existing under the laws of the State of Oklahoma.
4. Cogsdale is and will continue to be for this Agreement’s duration, a Canadian Corporation in good standing which employs person(s) who are duly licensed to perform the services set forth herein.
5. Cogsdale possesses the competence, experience, expertise, skill, facilities, equipment, personnel, financial wherewithal, and other resources necessary to perform this Agreement’s tasks in a professional and competent manner.
6. Cogsdale desires to furnish and perform professional services for Organization, on the terms and conditions described in this Agreement and on the additional terms and conditions set forth in the Agreements.
7. Cogsdale has the legal authority to provide, engage in, and carry out the professional services set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

ARTICLE I INTERPRETATION

1.1 Definitions

Throughout this Agreement, except as otherwise expressly provided, the following words and expressions shall have the following meanings:

- (a) **“Agreement”** and similar expressions mean this Software Implementation Services Agreement, including all of its Schedules and all instruments supplementing, amending or confirming this Agreement. All references to **“Articles”** or **“Sections”** mean and refer to the specified Article or Section of this Agreement except where a different agreement is explicitly identified.
- (b) **“Change Order”** means any written documentation between the Organization and Cogsdale evidencing their agreement to change particular aspects of this Agreement.
- (c) **“Completion of Services”** means that the Software is fully operational and performing in conformity with the specifications set out herein. For purposes of this Agreement, Completion of Services will be deemed to have occurred on the date which the Organization commences using the Software as it’s predominate business system.
- (d) **“Required Programs”** has the meaning set out in Section 2.3(b) hereof.
- (e) **“Scope of Work”** means the scope of work appended hereto as Schedule “A” delineating, among other things, the Services that will be provided by Cogsdale to Organization pursuant to this Agreement, as such schedule may be amended or modified by mutual specific written agreement of the parties’ respective representatives from time to time in accordance with the terms of this Agreement.
- (f) **“Services”** has the meaning set out in Section 2.1 hereof.

To the extent that a capitalized word is used in this Agreement, should it not be properly defined in this Agreement then it shall have the meaning attributed to it in the Software License Agreement executed concurrently with this Agreement. Any discrepancy between a defined term in this Agreement and one in the Software License Agreement shall be resolved in favour of the definition in this Agreement, to the extent that there is an inconsistency.

1.2 Schedules

The Schedules described below and appended to this Agreement shall be deemed to be integral parts of this Agreement.

Schedule “A”	-	Scope of Work
Schedule “B”	-	Fee Structure & Payment Schedule
Schedule “C”	-	Sample Form Change Order

In the event of any conflict or inconsistency between the terms and conditions in the main body of this Agreement and the terms and conditions in any Schedule, the terms and conditions of the main body of this Agreement shall control.

ARTICLE II CONSULTING SERVICES

2.1 Cogsdale's Services

In order to achieve the Completion of Services, Cogsdale agrees, subject to the terms and conditions of this Agreement, to perform the services delineated on Schedule "A" which is incorporated herein by this reference, in the following manner (the "Services") for the Organization:

- (a) Oversee and implement the conversion from the Organization's existing software applications to Cogsdale's Software.
- (b) Install the Software and perform necessary set up and configuration operations.
- (c) Provide training.
 - (i) Cogsdale recommends a maximum of ten (10) people in each training class for optimal training. In any training class exceeding ten (10) people, Organization may be assessed an additional charge for additional instructors.
 - (ii) Organization is required to make copies of the training manuals required for the training classes either by photocopy or electronic duplication each of which is subject to the restrictions and obligations contained in this Agreement.
 - (iii) On-line reference documentation is delivered with each release. Organization may print this documentation solely for its internal use.
 - (iv) Cancellation of any on-site Services by Organization is allowed for any reason if done in writing more than fourteen (14) days in advance of such Services. Organization will be billed for any non-recoverable direct costs incurred by Cogsdale that result from a cancellation by Organization with fourteen (14) days or less of scheduled on-site Services. Additionally, Organization hereby acknowledges that cancellation of on-site Services means that such on-site Services will be rescheduled as Cogsdale's then current schedule permits. Cogsdale is not responsible for any delay in Organization's project resulting from Organization's cancellation of Services. If upon Cogsdale arrival, the Organization is not adequately prepared or has not completed the assigned tasks for such visit by Cogsdale, then the Organization will be billed 100% of the on-site fee and scheduled on-site Services can be cancelled by Cogsdale. If additional Services are required because the Organization was not adequately prepared, Cogsdale will provide a Change Order to the Organization for the additional Services.
- (d) The Scope of Work describes in greater detail the Services, the method by which the Services shall be performed and other obligations on the part of the two parties. To the extent that the Scope of Work more explicitly details the Services or the obligations of a party, then those details shall prevail over any other document that is less explicit. Any

warranties or representations on the part of Cogsdale in the Scope of Work are not binding on Cogsdale and are merely provided for information purposes; the only warranties and representations provided by Cogsdale in respect of the Services and this Agreement are found in Article III.

- (e) Final Acceptance. Enid shall have a full fiscal quarter cycle from Completion of Services which to determine whether it substantially complies with the Functional Requirements. Within this period, Enid shall notify Cogsdale whether it has accepted the System (“Accept”) or whether it has identified any material discrepancies with the System (“Reject”). For the sake of clarity, material means a deficiency that would cause impairment in Enid’s ability to use the System effectively. If Enid Rejects the System, Enid shall provide a written list of items that they believe a deficient. On receipt of Enid’s notice, Cogsdale shall promptly commence, at no additional charge to Enid, all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the System as will permit it to be ready for retesting and review, but in no event shall such corrective measures exceed thirty (30) days from receipt of Enid’s notice. The evaluation process shall resume, as set forth above. If Enid Accepts the System, it shall issue a written “Acceptance Notice.” The date of such Acceptance Notice shall be deemed the “Acceptance Date.” The foregoing correction and modification procedure shall be repeated until the System is accepted. The Acceptance Notice does not affect Enid’s other rights or remedies under this Agreement or relieve Cogsdale of any of its obligations, warranties, representations or duties under this Agreement. For the sake of clarity, this is a description of the method for final acceptance; it does constitute a warranty on the Software or System itself. The Software License Agreement contains any and all warranties with regards to the Software and/or System.

2.2 **Performance by Cogsdale**

- (a) Manner of Performance -- Cogsdale shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Cogsdale is engaged in the geographical area in which Cogsdale practices its profession. Cogsdale shall prepare all work products required by this Agreement in a professional manner and shall conform to the standards of quality normally observed by a person practicing in Cogsdale's profession.
- (b) Cogsdale’s Discretion -- Cogsdale shall determine in its sole discretion the manner and means by which the Services shall be performed, with due consideration of adequate knowledge transfer to the Organization personnel. Cogsdale will communicate openly with the Organization on its methodology, manner and means.
- (c) Conduct on Organization’s Premises -- The Services shall be performed with the Organization’s full co-operation, on the premises of the Organization or, if agreed to by both parties, at an alternative location. Cogsdale agrees, while working on the

Organization's premises, to observe the Organization's rules and policies relating to the security thereof, access to or use of all or part of the Organization's premises and any of the Organization's property, including proprietary or confidential information. Cogsdale agrees that when it is working on the Organization's premises, its personnel shall observe the Organization's administrative and ethics codes relating to the security, access or use of all or part of the Organization's premises and any of the Organization's property, including proprietary or confidential information.

- (d) Inquiries by Organization -- Cogsdale shall respond expeditiously to any inquiries pertaining to this Agreement from the Organization.
- (e) Independence -- As an independent consultant, Organization retains Cogsdale on an independent contractor basis and not as an employee.
- (f) Coordination of Services -- Cogsdale agrees to work closely with Organization staff in the performance of Services and shall be available to Organization's staff, consultants, and other staff at all reasonable times.
- (g) Maintenance and Inspection -- Cogsdale shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Cogsdale shall allow a representative of Organization, during normal business hours, to examine, audit, and make transcripts or copies of such records and any other documents created, pursuant to the Agreement. Cogsdale shall allow inspection of all work, data, documents, proceedings, and activities related to the agreement for a period of two (2) years from the date of final payment under this Agreement unless Cogsdale is required to maintain such records pursuant to any law or regulation.
- (h) Independent Contractor - At all times during the term of this Agreement, Cogsdale, its employees and agents shall be independent contractors and not employees or agents of Organization. Cogsdale, its employees and agents shall have no authority, express or implied, to bind Organization to any obligation whatsoever.

2.3 Performance by Organization

- (a) Co-operation by Organization -- The Organization acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Organization and its staff and agrees to act reasonably and cooperate fully with Cogsdale to achieve the Completion of Services.
- (b) Required Programs -- The Organization acknowledges that the use of the Software requires that the Organization obtain and install additional required software programs (the "Required Programs"), as detailed in Schedule "A" of the Software License

Agreement, and the Organization agrees that the acquisition of the Required Programs shall be at its sole cost and that the cost thereof is not included in the fees herein. The Organization further acknowledges that the operation of the Software requires the Organization's hardware to be of sufficient quality, condition and repair, and the Organization agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of Completion of Services. If the Organization has not properly installed the Required Programs on hardware of sufficient quality, condition and repair, Cogsdale shall have the right to suspend the Services and the related scheduled time frames until these issues have been dealt with by Organization sufficiently and to Cogsdale's reasonable satisfaction.

- (c) Project Manager -- The Organization shall appoint a project manager (the "Project Manager") who shall work closely with Cogsdale to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the Organization and their co-operation with and participation in such process.
- (d) Additional Organization Obligations
 - (i) Organization shall install all Updates within a reasonable period of time of Organization's notification of their availability. However, any fix or correction designated as "critical" by Cogsdale shall be implemented by Organization within thirty (30) days of notification to the Organization by Cogsdale of its availability.
 - (ii) Organization shall notify Cogsdale of suspected defects in any of the Software supplied by Cogsdale. Organization shall provide, upon Cogsdale request, additional data deemed necessary or desirable by Cogsdale to reproduce the environment in which such defect occurred.
 - (iii) Organization shall allow the use of online diagnostics on the Software supplied by Cogsdale to Organization, if required by Cogsdale during problem diagnosis. Organization shall provide to Cogsdale, at Organization's expense, access to the Designated Computer System via the Organization's firewall to communications software (e.g. PC Anywhere, WebEx, Web Demo).
 - (iv) Organization shall ensure that its personnel are, at relevant stages of the project, educated and trained in the proper use of the Software in accordance with applicable Cogsdale manuals and instructions. If Organization's personnel are not properly trained as mutually determined by Cogsdale and Organization, Organization agrees that such personnel will be trained by Cogsdale or Organization within fifteen (15) days of determination. If Organization desires Cogsdale to perform the required training then Cogsdale shall be compensated in accordance with this Agreement.

- (v) Organization shall establish proper backup procedures necessary to replace critical Organizational data in the event of loss or damage to such data from any cause. Organization shall provide Cogsdale with access to qualified functional or technical personnel to aid in diagnosis and to assist in repair of the Software in the event of error, defect or malfunction.
- (vi) Organization shall have the sole responsibility for:
 - (A) the performance of any tests it deems necessary prior to the use of the Software.
 - (B) assuring proper Designated Computer System installation, configuration, verification, audit controls and operating methods.
 - (C) implementing proper procedures to assure security and accuracy of input and output and restart and recovery in the event of malfunction.
 - (D) timely upgrade and keeping current all third party license releases and/or Software products to meet the requirements of the Software.

ARTICLE III REPRESENTATIONS AND WARRANTIES

3.1 Warranty

Cogsdale represents, warrants and agrees that it shall perform its obligations required by this Agreement in a professional manner, in accordance with the highest applicable industry practices and standards and in compliance with all applicable laws and regulations; provided, however, that where this Agreement specifies a particular standard or criteria for performance, this warranty shall not diminish that standard or criteria for performance.

Cogsdale shall have no liability hereunder if the Organization has modified the Software in any manner without the prior written consent of Cogsdale.

3.2 No Other Warranties

The express warranties contained above are in lieu of all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade. Without limiting the generality of the foregoing, Cogsdale does not represent or warrant and the Organization acknowledges that there are no further representations or

warranties, whether express or implied, including any warranties regarding the merchantability of the Services nor for any outcome.

ARTICLE IV FEES AND PAYMENTS

4.1 Fees and Payments

- a) The Organization agrees to pay Cogsdale total fees as delineated in Schedule "B". The fee structure and payment schedule is outlined in the attached Schedule "B".
- b) During the term of this Agreement, Cogsdale shall, from time to time, deliver invoices to Organization. Each invoice delivered to Organization by Cogsdale shall be due and payable upon receipt thereof by Organization.
- c) The Organization shall reimburse Cogsdale for (1) its reasonable direct travel expenses including, but not limited to hotel, airfare, car rental, tolls, parking and airline and travel agent fees; (2) a travel time rate of \$75.00 per hour; (3) a per diem rate of \$70.00 for week days and a \$125.00 for weekends and statutory holidays that includes all meal, food and telecommunications expenses (no receipts will be provided); (4) a mileage charge based on the current Internal Revenue Service recommended rate per mile; and (5) all other reasonable direct expenses incurred in the performance of Cogsdale's duties including courier services and documentation copying or production. These costs are excluded from the total fees amount described in Section 4.1 (a).
- d) Upon receipt by Enid of Cogsdale invoice for payment, Enid shall review the submitted invoice as soon as practicable after receipt for the purpose of determining that the invoice complies with the requested information and is proper for payment. Any request for payment determined not to be a proper payment request suitable for payment shall be returned to Cogsdale as soon as practicable, but not later than ten (10) days after receipt. A request for payment returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the request for payment is not proper.
- e) If requested, Cogsdale shall provide such additional data as may be reasonably required to support the invoice payment request. Enid will be available to meet to discuss the invoice payment request prior to its resubmittal(s) whereby the parties agree to convene and cooperate in good faith to resolve the disputed invoice. In the event the parties fail to reach resolution of the dispute on or before ninety (90) days after the date all or any portion of an invoice becomes due, in addition to all other remedies Cogsdale has under this Agreement or otherwise, Cogsdale shall have the option to suspend or terminate all Services under this Agreement. Suspension or termination of any such Services shall not relieve the Organization of its obligation to pay its outstanding invoices, including any applicable late charges.

- f) Cogsdale shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Any tax Cogsdale may be required to collect or pay upon the delivery of the Services described in this Agreement shall be paid by Organization and are excluded from the prices listed in Schedule “B” and such sums (including the payment of the taxes) shall be due and payable to Cogsdale upon receipt of an invoice. Any taxes levied after delivery of the Services described in this Agreement shall be paid by Organization. The Organization shall be responsible for the payment of any applicable duties and sales/consumption taxes.

4.2 Change Orders

With respect to any proposed changes to the Services defined by this Agreement that do not materially impact the scope of either party's work effort required under this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof, and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change that, in the reasonable opinion of the other party, materially impacts the scope of the parties' work effort required under this Agreement, such as, but not limited to, changes in the allocation of the resources of the Organization and of Cogsdale applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require a party to provide additional work hours, the other party may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing the Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute. A sample change order is presented in Schedule “C”

ARTICLE V INDEMNIFICATION, REMEDIES AND LIABILITY

5.1 General Indemnification

Cogsdale shall indemnify, defend and save harmless Organization, its officers, officials, employees and agents, from and against any and all losses, liabilities, damages, costs, assessments, expenses (including, without limitation, interest, penalties, fines, expert fees and reasonable attorneys' fees), incurred in connection with any and all causes of action, claims, demands, actions, suits, proceedings, settlements and judgments (collectively, “Claims”) which Organization may incur or suffer or be put to by reason of or in connection with or arising directly or indirectly from any breach or non-performance by Cogsdale of any obligation contained in this Agreement to be observed by Cogsdale, or any negligent acts or omissions of Cogsdale, or any wrongful act or willful misconduct of Cogsdale, its officers, employees, agents or subcontractors which relates to this Agreement, however arising. This indemnity is only effective where (i) Organization has provided prompt notice of the claim, action or demand to Cogsdale; (ii) Organization has not made any admissions of liability or settlement offers either prior to or after providing notice to Cogsdale of the applicable claim except with Cogsdale's prior written consent,

except to the extent required by applicable law, (iii) Cogsdale has sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement; (iv) Organization provides reasonable assistance to Cogsdale, at Cogsdale's expense throughout the action or proceeding, and (v) Organization may, at Organization's sole cost and expense, retain counsel of its own choosing who shall be permitted to attend settlement conferences and hearings or other court appearances and hearings (except where the court has specifically ordered otherwise) related to the proceeding.

5.2 Remedies and Liability

- (a) Termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
- (b) The Organization and Cogsdale recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of Cogsdale arising from this Agreement. The parties agree that in all such circumstances the Organization's remedies and Cogsdale's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.
- (c) EXCEPT FOR DAMAGES ARISING OUT OF (a) DAMAGE TO TANGIBLE PROPERTY OR (b) INJURY OR DEATH TO PERSONS, BOTH PARTIES AGREE THAT THE AGGREGATE LIABILITY OF COGSDALE TO ORGANIZATION FOR ALL CLAIMS, SUITS, ACTIONS AND PROCEEDINGS HOWSOEVER ARISING, DIRECTLY OR INDIRECTLY, UNDER OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER, INCLUDING THOSE BASED ON, BREACH OR RESCISSION OF
- (d) CONTRACT, TORT, BREACH OF TRUST, BREACH OF FIDUCIARY DUTY, AND ANY PAYMENTS OBLIGATIONS ARISING OUT OF THE INDEMNIFICATION OBLIGATIONS, SHALL NOT EXCEED, IN THE AGGREGATE, ONE AND A HALF TIMES (1.5x) THE FEES PAID BY ORGANIZATION, INCLUDING ORGANIZATION'S REASONABLE ATTORNEY'S FEES AND LITIGATION EXPENSES INCURRED IN CONNECTION WITH SUCH CLAIMS, TO COGSDALE PURSUANT TO THE RELEVANT STATEMENT OF WORK.
- (e) IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CLAIMS FOR CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, INDIRECT DAMAGES, SPECIAL DAMAGES, AGGRAVATED DAMAGES, LOSS OF REVENUE, LOSS OF PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY EITHER UNDER OR RELATING TO THIS

AGREEMENT OR ITS SUBJECT MATTER, WHETHER BASED ON BREACH OF RESCISSION OF CONTRACT, TORT, BREACH OF TRUST, OR BREACH OF FIDUCIARY DUTY EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES.

5.3 **Intent**

The parties agree that the limitation of liability as set out in Section 5.1 above shall apply under any circumstances (including as a result of a default under this Agreement, a tort related claim or breach of contract). For the purposes of Section 5.1 only, a party relying on the limitation of liability shall be deemed to include that party's shareholders, directors, officers, employees, elected officials and affiliates.

5.4 **Remedies**

Where remedies are expressly afforded by this Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Organization for liabilities of Cogsdale arising out of or in connection with this Agreement, notwithstanding any remedy otherwise available at law or in equity.

ARTICLE VI
GENERAL

6.1 **Force Majeure**

Neither party shall be liable for delay or failure in performance resulting from acts beyond the control of such party including, but not limited to, acts of God, acts of war or of the public enemy, riots, fire, flood, or other natural disaster, acts of government, strike, walkout, communication line or power failure, failure in operability or destruction of the Organization's computer (unless by reason of the negligence of a party to this Agreement) or failure or inoperability of any software other than the Software. Any applicable delivery schedule shall be extended by a period of time equal to the time lost because of any such delay.

6.2 **Confidentiality**

- (a) Duty Owed to the Organization -- Cogsdale acknowledges that it may receive information from the Organization or otherwise in connection with this Agreement or the performance of the Services. Except for information in the public domain, unless such information falls into the public domain by disclosure or other acts of the Organization or through the fault of the Organization, Cogsdale agrees:
- (i) to maintain this information in confidence;
 - (ii) not to use this information other than in the course of this Agreement;

- (iii) not to disclose or release such information except on a need-to-know only basis;
- (iv) not to disclose or release such information to any third person without the prior written consent of the Organization, except for authorized employees or agents of Cogsdale; and
- (v) to take all appropriate action, whether by instruction, agreement or otherwise, to ensure that third persons with access to the information under the direction or control or in any contractual privity with Cogsdale, do not disclose or use, directly or indirectly, for any purpose other than for performing the Services during or after the term of this Agreement, any material or information, including the information, without first obtaining the written consent of the Organization.

6.3 Termination

- (a) Except for those terms that explicitly survive the expiration or termination of this Agreement, this Agreement shall expire upon the Completion of Services. The parties may at any time revive this Agreement so that it may be used in relation to a new Scope of Work.
- (b) Organization may terminate this Agreement upon thirty (30) days written notice if Organization becomes aware or receives notice that Cogsdale is insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any domestic bankruptcy or insolvency law or publicly announces liquidation proceedings.
- (c) If Cogsdale should neglect to perform the Services properly or otherwise fail to comply with the requirements of this Agreement, the Organization must notify Cogsdale in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, Cogsdale must either correct the default at no additional cost to the Organization, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If Cogsdale fails to correct the default, or issue a notice disputing the alleged default, in either case within ninety (90) days following receipt of the Default Notice, the Organization may terminate the whole of this Agreement or the part of this Agreement relating to the provision of Services and in such case will be responsible for payment to Cogsdale of only that part of the fee earned by Cogsdale for those Services performed up to the time of communication of such notice of termination to Cogsdale. This Section shall not apply to Organization's right of Final Acceptance.
- (d) If the Organization should fail to comply with its obligations under this Agreement, Cogsdale must notify the Organization in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the Organization must correct the default at no

additional cost to Cogsdale, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If the Organization fails to correct the default, or issue a notice disputing the alleged default, in either case within ninety (90) days following receipt of the Default Notice, Cogsdale may terminate the whole of this Agreement and in such case the Organization will be responsible for payment to Cogsdale of only that part of the fee earned by Cogsdale for that part of the Services performed in accordance with this Agreement up to the time of communication of such notice of termination to the Organization.

- (e) The termination of this Agreement prior to the Completion of Services shall result in the concurrent termination of the Support and Maintenance Agreement and of the Software License Agreement. The termination or expiration of this Agreement following the Completion of Services shall not affect the rights of either party in either the Support and Maintenance Agreement or the Software License Agreement.

6.4 Mediation

The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties.

6.5 Addresses for Notice

Any notice required or permitted to be given to any party to this Agreement shall be given in writing and shall be delivered personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed, in the case of Cogsdale, to:

COGSDALE CORPORATION
3 Lower Malpeque Road, Lower Level
Charlottetown, PE, C1E 1R4
Attention: Executive Vice President
Telephone: 902-892-3101

and in the case of the Organization, to:

The City of Enid

Enid, OK,
Attention: _____
Telephone: _____

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 6.5.

6.6 Assignment

Neither party may assign any of its rights or duties under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, except that either party may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. The Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.

6.7 Reorganizations

The Organization acknowledges that when a “Reorganization” occurs as that term is defined in the Software License Agreement, the same provisions related thereto shall apply to this Agreement. The application of a Reorganization may result in a change in the fees provided for in these provisions.

6.8 Entire Agreement

This Agreement shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Cogsdale by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Organization acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

6.9 **Section Headings**

Section and other headings in this Agreement are for reference purposes only, and are in no way intended to describe, interpret, define or limit the scope or extent of any provision hereof.

6.10 **Governing Law**

This Agreement shall be governed by the laws of the State in which Organization is located.

6.11 **Trial by Jury**

Organization and Cogsdale hereby waive, to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in contract, tort or otherwise, relating directly or indirectly to this Agreement or any acts or omissions of Cogsdale in connection therewith or contemplated thereby.

6.12 **Invalidity**

The invalidity or unenforceability of any provision or covenant contained in this Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.

6.13 **Waiver**

A term or condition of this Agreement may be waived or modified only by written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the term or condition to be performed, and either party may evoke any remedy available under the Agreement or by law despite such forbearance or notice.

6.14 **Counterparts**

This Agreement may be executed in counterparts (whether by facsimile or PDF signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

6.15 **Survival**

Section 4.1 and Articles V and VI shall survive the termination and/or expiration of this Agreement.

6.16 **Competitive Bid**

Organization has conducted a competitive evaluation and has concluded such efforts with this negotiated Agreement (including any addenda hereto); therefore, this Agreement may serve as the basis for similar agreements whereby other entities may contract separately with Cogsdale.

Organization agrees that Cogsdale may disclose all or any portion of this Agreement to any of its current or prospective customers.

6.17 **Further Assurances**

The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purposes of this Agreement and carry out its provisions.

IN WITNESS WHEREOF the parties hereto have duly executed this Software Implementation Services Agreement to be effective as of the date first written above.

COGSDALE CORPORATION

Per: _____

Name: Terry Ridyard
Title: Executive Vice President

The City of Enid

Per: _____

Name:
Title:

Schedule "A"
Scope of Work

Schedule "B"
Fee Structure and Payment Schedule

The total fees payable under this Software Implementation Services Agreement are **\$360,550** which amount is not inclusive of those elements which are specifically excluded as described in the Software Implementation Services Agreement. The fees shall be paid in the following manner as delineated below:

Schedule "C"
Sample Form Change Order



Change Order

CLIENT		CLIENT CONTACT	
PROJECT MANAGER		PREPARED BY	
REFERENCE NUMBER		CASE NUMBER	
DATE		CLIENT PO	
DESCRIPTION			

Estimate			
	Quantity/Hours	Rate	Total
Services			
Professional Services	0	0	\$ -
Design	0	0	\$ -
Development	0	0	\$ -
Testing	0	0	\$ -
Project Management	0	0	\$ -
Sub-Total			\$ -
Software			
	0	0	\$ -
Sub-Total			\$ -
Annual Maintenance and Support			\$ -
			\$ -

PAYMENT TERMS:
This change order provides an estimated based on the scope defined in the Proposed Solution/Scope Section.
Payment Method:



Change Order

CONTRACT INFORMATION:	
The original contract sum was (includes M&S)	
Net change by previously authorized Change Orders	
The Contract Sum prior to this Change Order was	
The Contract Sum will Increase/Decrease by this Change order in the amount of	
The Contact Sum including this Change Order will be	
The Contract completion date as a result of this Change Order will be	

AUTHORIZED BY CLIENT:	AUTHORIZED BY COGSDALE:
<hr/>	<hr/>
NAME/DATE	NAME/DATE

CLIENT DESCRIPTION:

PROPOSED SOLUTION/SCOPE:

DEPLOYMENT CONSIDERATIONS:

SUPPORT AND MAINTENANCE AGREEMENT

THIS AGREEMENT made as of the ___ day of January, 2018.

BETWEEN:

COGSDALE CORPORATION (“Cogsdale”)
- and -

The City of Enid (“Organization”)

RECITALS

1. Cogsdale owns the Software which has been licensed to Organization pursuant to a Software License Agreement;
2. The Organization wishes to receive support and maintenance services related to the Software;
3. Cogsdale shall provide the support and maintenance services related to the Software;
4. The Organization and Cogsdale are entering into three (3) separate agreements with each dealing with a separate aspect of the Software: a Software License Agreement, a Support and Maintenance Agreement and a Software Implementation Services Agreement.
5. Enid is a public entity organized and existing under the laws of the State of Oklahoma.
6. Cogsdale is, and will continue to be for this Agreement’s duration, a Canadian Corporation in good standing which employs person(s) who are duly licensed to perform the services set forth herein.
7. Cogsdale possesses the competence, experience, expertise, skill, facilities, equipment, personnel, financial wherewithal, and other resources necessary to perform this Agreement’s tasks in a professional and competent manner.
8. Cogsdale desires to furnish and perform professional services for Enid, on the terms and conditions described in this Agreement and on the additional terms and conditions set forth in the related Agreements.
9. Cogsdale has the legal authority to provide, engage in, and carry out the professional services set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set out in this support and maintenance agreement (the “Support and Maintenance Agreement”) and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. Unless otherwise defined herein, all defined terms used herein shall have the meaning ascribed to them in the Software License Agreement (the “License Agreement”).
2. This Support and Maintenance Agreement is the exclusive statement of the entire support and maintenance agreement between Cogsdale and Organization.

3. Cogsdale shall provide software support primarily via telephone and electronic mail in addition to site visits only when necessary. The support services will be provided only during the hours of operation as described in Exhibit 2 hereto and which are in effect as of the Start Date (as defined below), as such services may, at Cogsdale's sole discretion, be modified or supplemented from time to time. To enable Cogsdale to provide effective support, the Organization will establish auto remote access procedures compatible with Cogsdale's then current practices which may be revised over time.
4. This Support and Maintenance Agreement becomes effective the date this Support and Maintenance Agreement is executed (the "Start Date").
5. In consideration for the support services specified in Section 2, Organization shall pay the "Support and Maintenance Fee" as detailed in Exhibit 1 below. Thereafter, the Support and Maintenance Fee will be billed annually in advance on the anniversary of the Start Date or on an alternative date mutually agreed to by both parties. If the Organization would like to match the invoicing of the Support and Maintenance Fee to its fiscal year or any other period, it may request, during the initial term of this Support and Maintenance Agreement that Cogsdale issue a prorated invoice for the portion remaining during the initial term. Cogsdale may change the Support and Maintenance Fee from time to time in relation to each renewal term but Organization shall only be billed once per year.
6. In addition to the Support and Maintenance Fee, Organization shall reimburse Cogsdale for its direct expenses in providing support services ("Billable Fees") pursuant to this Support and Maintenance Agreement which include as of the Start Date:
 - (a) courier services, photocopying, faxing, long distance phone calls and reproduction services,
 - (b) all direct travel expenses including, but not limited to hotel, airfare, car rental, tolls, parking and airline and travel agent fees; each individual's travel time billing rate of \$75.00/hour; a per diem rate of \$70.00 for week days and a \$125.00 for weekends and statutory holidays that includes all meal, food and telecommunications expenses (no receipts will be provided); and a mileage charge consistent with the Internal Revenue Service recommended rate per mile,
 - (c) and all other reasonable direct expenses incurred in the performance of Cogsdale's duties hereunder.

Cogsdale may update its reimbursement policies from time to time, in which case such updated policies shall apply for purposes of this Support and Maintenance Agreement, provided that such updated reimbursement policies must generally apply to all clients of Cogsdale.

7. Cogsdale shall supply all Upgrades to Organization at no additional charge other than the payment of the Support and Maintenance Fee. Upgrades may require additional services to be performed by Cogsdale outside of the scope of those services provided by Cogsdale as described in Exhibit 2 including additional training not covered by the Software

Implementation Services Agreement and professional services for the installation and implementation of the Upgrade that will be subject to Cogsdale's then-prevailing policies, terms and Billable Fees related to pricing and hourly rates.

8. All Updates of the Software and all those services listed in Exhibit 2 which are included as part of Organization's Software support will be made available to Organization at no additional charge other than the payment of the Support and Maintenance Fee.
9. All payments hereunder shall be in U.S. dollars and shall be net of any taxes, tariffs or other governmental charges. Cogsdale shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Any tax Cogsdale may be required to collect or pay upon the sale, use or delivery of the support and maintenance services described in this Support and Maintenance Agreement shall be paid by Organization and such sums shall be due and payable to Cogsdale upon receipt of an invoice therefore. Any taxes levied in relation to the services required for a Release shall be paid by Organization. The Organization shall be responsible for the payment of any applicable duties and sales/consumption taxes.
10. The initial term of this Support and Maintenance Agreement shall be for one year beginning on the Start Date
11. Thereafter, this Support and Maintenance Agreement shall automatically renew on an annual basis, unless terminated by either party upon giving to the other not less than three (3) months' notice in writing prior to the end of the initial term or any subsequent renewal term. Organization shall pay the then prevailing Support and Maintenance Fee in advance for each term of the Support and Maintenance Agreement and where the notice of non-renewal has not been provided in accordance with these terms, the Organization is obliged to pay the Support and Maintenance Fee for the then applicable term. The termination of this Support and Maintenance Agreement by Organization shall not affect the License or the Software License Agreement. Cogsdale shall neither refund any Support and Maintenance Fees nor any Billable Fees if this Support and Maintenance Agreement is terminated. Organization acknowledges that if this Support and Maintenance Agreement is terminated, then it will not be eligible to receive the benefits of this Support and Maintenance Agreement including the right to Releases or to access the source code in escrow upon the occurrence of any Event of Default.
12. Title to and ownership of all proprietary rights in the Releases and all related proprietary information supplied by Cogsdale in providing the services pursuant to this Support and Maintenance Agreement shall at all times remain with Cogsdale, and Organization shall acquire no proprietary rights by virtue of this Support and Maintenance Agreement.
13. Cogsdale shall have the right to terminate this Support and Maintenance Agreement upon thirty (30) days written notice if:
 - (a) Organization attempts to assign this Support and Maintenance Agreement or any of its rights hereunder, or undergoes a Reorganization, without complying with the License Agreement; or

- (b) Organization has not paid the annual Support and Maintenance Fees within ninety (90) days of the start of a renewal term.
- 14. Organization may terminate this Agreement upon thirty (30) days written notice if: Organization becomes aware or receives notice that Cogsdale is insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any domestic bankruptcy or insolvency law or publicly announces liquidation proceedings.
- 15. Unless otherwise agreed to by the parties, all notices required hereunder shall be made in accordance with the provisions of the License Agreement.
- 16. Either party's lack of enforcement of any provision in this Support and Maintenance Agreement in the event of a breach by the other shall not be construed to be a waiver of any such provision or the non-breaching party may elect to enforce any such provision in the event of any repeated or continuing breach by the other.
- 17. The parties agree that the terms and conditions contained herein shall prevail notwithstanding any variations on any orders, e-mails or other correspondence submitted by Organization.
- 18. Cogsdale understands and agrees that, in the performance of the work or services under this Support and Maintenance Agreement or in contemplation thereof, Cogsdale may have access to data private or confidential information owned or controlled by Organization and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to Organization. Cogsdale agrees that all information disclosed by Organization to Cogsdale shall be held in confidence and used only in the performance of the Support and Maintenance Agreement. Cogsdale shall exercise the same standard of care to protect such information as a reasonably prudent Cogsdale would use to protect its own proprietary data. Cogsdale further understands and agrees that private or confidential information owned or controlled by Organization is not owned by Cogsdale and Cogsdale has no ability to sell, transfer, assign or otherwise misuse the private or confidential information provided by Organization.
- 19. The particular provisions of this Support and Maintenance Agreement shall be deemed confidential in nature and neither Organization nor Cogsdale shall divulge any of its provisions as set forth herein to any third party except as may be required by law.
- 20.
 - (a) Termination of this Support and Maintenance Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
 - (b) The Organization and Cogsdale recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of Cogsdale arising from this Support and Maintenance Agreement. The parties agree that in all such circumstances the Organization's remedies and Cogsdale's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the

termination or other discharge of the obligations of the parties under this Support and Maintenance Agreement.

- (c) THE AGGREGATE LIABILITY OF COGSDALE TO ORGANIZATION FOR ALL CLAIMS, SUITS, ACTIONS AND PROCEEDINGS HOWSOEVER ARISING, DIRECTLY OR INDIRECTLY, UNDER OR RELATING TO THIS SUPPORT AND MAINTENANCE AGREEMENT OR ITS SUBJECT MATTER, INCLUDING THOSE BASED ON BREACH OR RESCISSION OF CONTRACT, TORT, BREACH OF TRUST, OR BREACH OF FIDUCIARY DUTY SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT OF FEES ACTUALLY PAID BY THE ORGANIZATION TO COGSDALE UNDER THIS SUPPORT AND MAINTENANCE AGREEMENT DURING THE THEN-CURRENT TERM (AND IN NO EVENT BEING GREATER THAN 12 MONTHS) OF THE SUPPORT AND MAINTENANCE AGREEMENT UP TO AND INCLUDING THE DATE OF TERMINATION.
 - (d) IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CLAIMS FOR CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, INDIRECT DAMAGES, SPECIAL DAMAGES, AGGRAVATED DAMAGES, LOSS OF REVENUE, LOSS OF PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY EITHER UNDER OR RELATING TO THIS SUPPORT AND MAINTENANCE AGREEMENT OR ITS SUBJECT MATTER, WHETHER BASED ON BREACH OF CONTRACT, RESCISSION OF CONTRACT, TORT, BREACH OF TRUST, OR BREACH OF FIDUCIARY DUTY EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- 19. The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Support and Maintenance Agreement shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.
 - 20. Where remedies are expressly afforded by this Support and Maintenance Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Organization for liabilities of Cogsdale arising out of or in connection with this Support and Maintenance Agreement, notwithstanding any remedy otherwise available at law or in equity.
 - 21. The Organization may, at Organization's option, enter into an escrow arrangement with Cogsdale. Upon the Organization's request:
 - (i) Organization shall be presented with the standard escrow beneficiary enrollment document for participation in Cogsdale's source code escrow arrangement with an escrow agent (the "Escrow Arrangement").

- (ii) By entering into this Escrow Arrangement, the Organization shall have all the rights as stipulated in the escrow agreement together with those rights which are more specifically outlined in Schedule "A", Escrow Terms, which shall form part of this Support and Maintenance Agreement in accordance with the terms of Schedule "A".

- 22. At all times during the term of this Agreement, Cogsdale, its employees and agents shall be independent contractors and not employees or agents of Organization. Cogsdale, its employees and agents shall have no authority, express or implied, to bind Organization to any obligation whatsoever.

- 23. This Support and Maintenance Agreement shall be governed by the laws of the State in which Organization is located.

- 24. This Support and Maintenance Agreement may not be assigned by the Organization unless, concurrently with any such assignment, the Organization assigns its rights under, and complies with the provisions of the License Agreement.

- 25. This Support and Maintenance Agreement shall be binding upon the successors and assigns of the parties and inure to the benefit of the successors and permitted assigns of the parties.

- 26. The invalidity or unenforceability of any provision or covenant contained in this Support and Maintenance Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.

- 27. This Support and Maintenance Agreement may be executed in counterparts (whether by facsimile signature or in PDF format via e-mail or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Support and Maintenance Agreement to be effective as of the date first written above.

COGSDALE CORPORATION

Per: _____

Name: Terry Ridyard
Title: Executive Vice President

City of Enid

Per: _____

Name:

Title:

Schedule "A"

Escrow Terms

Where the Organization has agreed to be a beneficiary of the Escrow Agreement (as defined below) by entering into the Escrow Arrangement, the following sections shall apply to the Support and Maintenance Agreement upon the execution of the Escrow Arrangement.

- (a) Cogsdale and Lincoln-Parry (the "**Escrow Agent**") have entered into an escrow agreement (the "**Escrow Agreement**"). The Source Code is provided by Cogsdale to the Escrow Agent pursuant to the terms of this Agreement. The Organization has a right to the Source Code pursuant to the provisions of this Schedule and the Escrow Agreement as it has agreed to participate in the Escrow Arrangement and is a beneficiary because the Organization has completed the Escrow Arrangement document. Cogsdale agrees that if an "Event of Default" occurs, then the Organization shall have the right to one copy of the most current version of the Source Code for the affected Software and associated Documentation.
- (b) An **Event of Default** is defined as and shall be deemed to have occurred if Cogsdale: (1) ceases to market or make available maintenance or support services for the Software during a period in which the Organization is entitled to receive or to purchase, or is receiving or purchasing, such maintenance and support and Cogsdale has not promptly cured such failure despite the Organization's demand that Cogsdale make available or perform such maintenance and support, (2) becomes insolvent, executes an assignment for the benefit of creditors, or becomes subject to bankruptcy or receivership proceedings, and it continues to be subject to bankruptcy proceedings ninety (90) days following either its application into bankruptcy protection or the commencement of such proceedings, or (3) has transferred all or substantially all of its assets or obligations set forth in this Agreement to a third party which has not assumed all of the obligations of Cogsdale set forth in this Agreement.
- (c) Cogsdale will promptly and continuously update and supplement the Source Code as necessary with all corrections, improvements, updates, releases, or other changes developed for the Software and Documentation. Such Source Code shall be in a form suitable for reproduction and use and shall consist of a full source language statement of the program or programs comprising the Software.
- (d) The governing License for the Software includes the right to use Source Code received under this Schedule as necessary to modify, maintain, and update the Software but for no other purposes outside the normal business operations of the Organization.
- (e) The termination of the Support and Maintenance Agreement shall immediately end the Organization's rights as a beneficiary under the Escrow Agreement and Escrow Arrangement, as applicable.
- (f) This Schedule "A" shall form part of the Support and Maintenance Agreement only

where an Escrow Arrangement is entered into by the parties. The Escrow Agreement provides that either the Escrow Agent or Cogsdale will annually send notices to the Organization of the Escrow Agent's continued possession of the Source Code and will also state the activity related to the Source Code provided to the Escrow Agent by Cogsdale for the previous year. The Escrow Agreement cannot be terminated without the consent of each beneficiary (licensee) of the Escrow Agreement.

Exhibit 1
Annual Support and Maintenance Fee

Year 1 Support and Maintenance Fees due upon contract execution: \$42,550

Exhibit 2
Standard Support and Maintenance Services – Standard Guidelines

The purpose of this Exhibit 2 is to provide our customers with information on our standard coverage, the services which are included as part of your annual software support, a listing of call priorities, an outline of our escalation procedures and other important details.

Consultant reserves the right to make modifications to this document as required; provided, however, Consultant shall not reduce the scope of support provided hereunder without the prior consent of the Organization.

The services listed below are services that are included as part of your software support.

- 800 Toll Free Telephone support
- Software for Life
 - Guaranteed Support on your existing applications for life
 - Cost effective upgrade solutions
- Scheduled assistance for installations, upgrades & other special projects (there may be charges depending on the scope of work)
- Technical troubleshooting & issue resolution
- E-mail support call logging and notification
- Free eSupport access 24 x 7 with the following on-line benefits:
 - Log & close calls
 - View & update calls
 - Update contact information
 - Access published documentation
 - Access available downloads
 - Access Support knowledge base
 - Participate in Discussion Forums
 - Report on metrics
- Standard software releases and updates
 - Defect corrections (as warranted)
 - Planned enhancements
 - State and/or Federal mandated changes (charges may exist depending on scope)
 - Payroll regulated changes
 - Participation in beta program
 - Release notes
- Limited duration training questions (15 minute guideline)
- Customer Care Program
 - Technical support bulletins
 - Communication on new products and services
 - On-site visits (as required)
- Design review for potential enhancements or custom modifications
- Outstanding Calls Report with conference call (as required)

- Ability to attend the annual customer conference (attendance fees apply after Organization's first attendance, which may be up to four people)

HelpDesk Hours

Our standard hours of support are from 7:00 a.m. EST to 8:00 p.m. EST, Monday to Friday, excluding designated statutory holidays. Support is available from 8:00 p.m. EST through to 8:00 a.m. EST and is billable on an hourly basis. Support hours may vary by specific product line. Weekend assistance is available and must be scheduled in advance and in most cases is billable.

Response Times

Response times will vary and are dependent on the priority of the call. We do our best to ensure that we deal with incoming calls in the order that they are received, however calls will be escalated based on the urgency of the issue reported. Our response time guidelines are as follows:

Priority 1: 1 - 4 hours – Target initial contact: 2 hours

Priority 2: 1 - 8 hours – Target initial contact: 2 hours

Priority 3: 1 - 24 hours – Target initial contact: 2 hours

Call Priorities

In an effort to assign our resources to incoming calls as effectively as possible, we have identified three types of call priorities, 1, 2 & 3. A Priority 1 call is deemed by our support staff to be an Urgent or High Priority call, Priority 2 is classified as a Medium Priority and Priority 3 is deemed to be a Low Priority. The criteria used to establish guidelines for these calls are as follows:

Quarterly Performance Review

Cogsdale will conduct quarterly performance review meetings with Waterloo Water Works at the time of quarterly billing during the first one and a half years immediately after go-live. The purpose of the quarterly performance review will be to list open issues and their status in support of Water Works' release of quarterly payment.

Priority 1 – High – resolution within 48 hours from the submittal of a case

- System Down (Software Application, Hardware, Operating System, Database)
- Inability to process payroll checks
- Inability to process accounts payable checks
- Inability to process bills
- Program errors without workarounds impacting critical processes of the Meter to Cash cycle: Reading, Billing, Payment, Credit/Collections

- Incorrect calculation errors impacting a large number of records
- Aborted postings or error messages preventing data integration and update
- Performance issues of severe nature related to Cogsdale Software impacting critical processes
- Hand-held interface issues related to Cogsdale Software preventing billing
- Web-based customer self-service not functioning (for reasons related to the Software)

Priority 2 - Medium – resolution within 6 months from submittal of the case

- System errors that have workarounds
- Calculation errors impacting a small number of records
- Reports calculation issues
- Printer related issues (related to interfaces with our software and not the printer itself)
- Security issues
- Workstation connectivity issues (Workstation specific and for reasons related to the Software)
- Program errors without workarounds (not related to critical operations of the Meter to Cash cycle: Reading, Billing, Payment, Credit/Collections)
- Issues with a large number of accounts that require manual workarounds

Priority 3 – Low

- Report formatting issues
- Training questions, how to, or implementing new processes
- Aesthetic issues
- Issues with a majority of accounts that have programmatic workarounds
- Recommendations for enhancements on system changes
- Questions on documentation

Call Process

All issues or questions reported to support are tracked via a support call, our support analysts cannot provide assistance unless a support call is logged. Our current process for logging calls includes the following: eSupport (via support portal), email and phone.

- Your call must contain at a minimum: your organization name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description of your question or issue and any other information you believe pertinent.
- Our support system or one of our support analysts will provide you with a call id to track your issue and your call will be logged into our support tracking database.
- Your call will be stored in a queue and the first available support representative will be assigned to deal with your issue.
- As the support representative assigned to your call investigates your issue, you will be contacted and advised as to where the issue stands and the course of action that will be

taken for resolution. If we require additional information, you will be contacted by the assigned support representative to supply the information required.

- All correspondence and actions associated with your call will be tracked against your all in our support database. At any time, if available to you, you may log onto our website to see the status of your call.
- Once your call has been resolved, you will receive an automated notification by email that your call has been closed. This email will contain the entire event history of the call from the time the call was created and leading up to the resolution of the call. You also have the option of viewing both your open and closed calls, if available to you, via our website.
- If your issue needs to be escalated to a development resource or programmer for resolution, your issue will be logged into our development tracking database and you will be provided with a separate id number to track the progress of the issue. At this time, your support call will be closed and replaced by the development id number. The development id number will remain open until your issue has been completely resolved. Issues escalated to development will be scheduled for resolution and may not be resolved immediately depending on the nature and complexity of the issue.
- Contact the support department at your convenience for a status update on your development issues, or log onto our website to view your issues on-line.

Escalation Process

Our escalation process is defined below. This process has been put in place to ensure that issues are being dealt with appropriately. If at any time you are not completely satisfied with the resolution of your issue, you are encouraged to escalate with the support department as follows:

- Level 1:** Contact the support representative working on your issue
- Level 2:** Contact the support supervisor or group lead
- Level 3:** Contact the Director of Support
- Level 4:** Contact the EVP of Cogsdale

Holiday Schedule

Below is a listing of statutory holidays. Please note that support services will be closed on designated days as outlined below.

New Year's Eve	Early Closure
New Year's Day	Closed
Labor Day	Closed
Christmas Eve	Early Closure
Christmas Day	Closed

Billable Support Services

The services listed below are services that are out of scope of your support and maintenance agreement and are therefore considered billable services.

- Extended telephone training
- Forms redesign or creation (includes Bill Prints, Notice Prints and Letters)
- Setup & changes to hand-held interface or creation of new interface
- Setup of new services or changes to services (PAP, ACH, etc)
- File imports/exports - Interfaces to other applications
- Refreshes, backups, restores, setting up test areas
- Setup of new printers, printer setup changes
- Custom modifications (reports, bills, forms, reversal of customizations)
- Setting up additional companies / agencies / tokens / general ledgers
- Data conversions / global modification to setup table data
- Database maintenance, repairs & optimization
- Extended Hardware & Operating System support
- Upgrades & support of third party software
- Installations / re-installations (workstations, servers)

Test Databases & Environments

We support customers in the maintenance of independent Test Environments for testing purposes. This allows customers the opportunity to test fixes, modifications, new business processes and/or scenarios without risking any potentially unwanted changes to the live environment. The creation of Test Databases and Environments is a billable service, quotations and incremental maintenance rates will be provided on request.

Connection Methods

To ensure we can effectively support our clients, we require that a communication link is established and maintained between our two sites. It is the Organization's responsibility to

ensure the connection is valid at your location so that we can connect to your site and resolve any issues. Our supported methods of connection are: Direct internet, Virtual Private Network (VPN), Remote Access Server (RAS), Direct Connection (modem) and Terminal Services (a backup connection may be required for file transfers).



RFP Evaluation Form

	Cogsdale	Tyler	Logics	
Accounting	84	37	26	
Code Enforcement	70	76	70	
Information Technology	91	68	65	
Records & Receipts	93	68	51	
Utility Billing	90	77	88	
Average Score	86	65	60	out of 100

Utility Billing Software Bids

	First Year Cost	Annual Maintenace
Cogsdale	\$573,300.00	\$42,550.00
Logics	\$230,115.00	\$20,765.90
Tyler	\$595,415.00	\$53,067.00

City Commission Meeting

10.3.

Meeting Date: 05/01/2018

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$348,696.38.

Attachments

Claimslist

JP Morgan Claimslist

City Commission Meeting

13.1.

Meeting Date: 05/01/2018

Submitted By: Kristin Martin, Executive Assistant

SUBJECT:

APPROVE AND EXECUTE A CONTRACT WITH RETAIL ATTRACTIONS, LLC, OF TULSA, OKLAHOMA, TO RETAIN AND RECRUIT LOCAL RETAIL BUSINESS AND INCREASE ECONOMIC DEVELOPMENT IN THE CITY OF ENID IN ORDER TO PROTECT THE CITY'S REVENUE STREAM AND IMPROVE THE QUALITY OF LIFE FOR ALL RESIDENTS.

BACKGROUND:

Retail Attractions, LLC, has represented the City of Enid for several years. It has compiled data and used that data to recruit new businesses to Enid. During the past two years, Retail Attractions, LLC, has been instrumental in retaining businesses in the City of Enid, as well as recruiting new businesses to Enid, directly increasing sales tax and improving the quality of life for all. The representation of Retail Attractions, LLC, has been a great asset in the process of promoting Enid as an opportunity for retailers. This contract would continue the representation the City has enjoyed for an additional two years.

RECOMMENDATION:

Approve and execute contract.

PRESENTER:

Jerald R Gilbert, City Manager

Attachments

Agreement

**AGREEMENT FOR ECONOMIC DEVELOPMENT CONSULTING SERVICES
BETWEEN THE ENID ECONOMIC DEVELOPMENT AUTHORITY, AND RETAIL
ATTRACTIONS, L.L.C.**

This Economic Development Consulting Services Agreement (the "Agreement") is made on this 3th day of April, 2018, by and between the Enid Economic Development Authority, an Oklahoma Public Trust, with the City of Enid as its sole beneficiary, (the "EEDA"), and Retail Attractions, L.L.C., an Oklahoma Limited Liability Company (the "Consultant").

RECITALS

WHEREAS, the Consultant has represented the City of Enid (the "City") for several years; and,

WHEREAS, the Consultant has been instrumental in retaining businesses in, as well as recruiting new business to, Enid; and,

WHEREAS, the Consultant's performance has directly increased sales tax revenue for the City and has increased the quality of life in Enid for both residents and guests; and,

WHEREAS, the Consultant's representation of the City has been a tremendous asset in the process of promoting Enid as an opportunity for retailers; and

WHEREAS, the Parties desire to continue the Consultant's services in an effort to continue to maintain and to attract appropriate retail, residential, office, and other ancillary mixed use development in the Enid, subject to the terms and conditions specified in this Agreement; and,

WHEREAS, the Parties deem the services herein to be professional services.

NOW, THEREFORE, in consideration of the mutual promises and covenants between the Parties to this Agreement as hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, EEDA and Consultant hereby agree as follows:

PART I. TERM OF AGREEMENT

1. EEDA intends to contract Consultant for professional economic development consulting services for a twenty four (24) month period commencing April 1, 2018, and concluding March 31, 2020.
2. Consultant acknowledges that EEDA is a governmental entity and that this contract is based upon the availability of public funding under the authority of State and Local law. In the event that public funds are not available or not appropriated for the performance of the EEDA's obligations under this Agreement, then this Agreement shall automatically expire, without penalty to EEDA, thirty (30) days after written notice to Consultant of the unavailability or non-appropriation of public funds.
3. In the event of a change in statutory authority, mandate, or mandated functions by state or federal legislative or regulatory action, which adversely affects the EEDA's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate, without penalty to EEDA, upon written notice to Consultant of such limitation or change in the EEDA's legal authority.

PART II. SCOPE OF SERVICES

Consultant shall provide the following services:

1. Continue to research and validate the Enid, Oklahoma, trade area market and retail, office, and residential growth potential. This information will be comprised of the latest market and 2018 and newer data as data becomes available. Consultant will provide all data to designated City and/or EEDA personnel.
2. Prepare an updated marketing piece for the City's use to highlight the key demographics and attributes of the Enid trade area. This marketing material will include a map of the Enid trade area and will be used to introduce the Enid community to our extensive network of commercial and residential developers and retail and corporate tenants.
3. Use Consultant's broad-based experience and knowledge of incentives and their practical applications to craft development agreements that will profit both the private and public sectors and truly encourage new investment. Consultant will continue to work with City and/or EEDA staff to develop advantageous incentive packages.
4. Consult with City or EEDA staff and/or designated official(s) to identify targets that will meet the long-term needs of the City and respond to the leakages identified. Continue the Consultant's initial strategy to target retail and restaurant entities that will draw consumers from the entire market into the Enid trade area.
5. Continue to actively recruit targets identified and approved by the City and/or EEDA and supported by data. Recruitment efforts will be through personal contact, mail, email, International Council of Shopping Centers ("ICSC") events, and development/industry contacts continually throughout the term of this contract.
6. Continue working directly with the Consultant's extensive network of developers to create interest in the Enid market, define development opportunities and coordinate/attend meetings with City, EEDA and developers. When timing indicates a deal with a target is imminent or when a target's response indicates the need to intensify efforts Consultant will be available to mediate.
7. Represent the City at the November 2018 and 2019 ICSC SW conference in Texas and the May 2018 and 2019 ICSC RECON conference in Las Vegas.
8. Provide monthly updates to designated contact. As necessary, be present in Enid with Consultant staff as necessary to provide specialized training and to meet with civic clubs, City and EEDA staff, elected officials and other appropriate citizen groups.
9. Bid any specialized marketing materials (printed or video), web updates, retail specific web sites, traffic counts, aerial photography, and grant research and writing under separate bids.

PART III. FEES

CITY shall pay Consultant for the Scope of Services described in Part II as follows:

Consultant shall invoice and EEDA shall pay Consultant:

- a. Base pay- Four Thousand Dollars (4,000.00) monthly;

- b. Per Diem - trips to Enid with advance notification to EEDA Manager - \$500.00 per trip; and,
- c. Procurement Incentive for Lahoma Courts development site:
 - i. for sites sold or leased with a value of less than \$500,000.00 - \$5,000.00;
 - ii. for sites sold or leased with a value over \$500,000.00 up to \$1,000,000.00 - \$10,000.00;
 - iii. for sites sold or leased with a value greater than \$1,000,000.00 - \$15,000.00. However, the procurement incentive is capped at \$15,000.00 per year of the contract.

PART IV. CITY AND/OR EEDA RESPONSIBILITIES

The EEDA shall:

1. Assist Consultant by placing at his disposal all available pertinent information, including previous reports and any other data as required for performance of Consultant's Scope of Services.
2. Represent that Consultant shall be entitled to rely on the accuracy and completeness of any documents or other materials provided by EEDA to Consultant; and that Consultant's use of such documents and materials will not infringe upon any third parties' rights.
3. Arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform his services.
4. Designate one or more representatives authorized to act on the City's behalf with respect to the Agreement. The City, EEDA or such authorized representative(s) shall examine the documents submitted by the Consultant and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Consultant's services except for those decisions or actions that must go before the City's Board of Commissioners for approval.

PART V. NOTICES

Whenever notices or other communications required by this Agreement to be given by the Parties hereto, the notice shall be given in writing. Such notice shall be hand delivered or mailed by certified mail, return receipt requested, and directed to the respective Parties at the following addresses:

As to EEDA:

Enid Economic Development Authority
P.O. Box 1768
Enid, OK 73702
Attn: City Manager

As to the Consultant:

Retail Attractions, L.L.C.
12150 E 96th ST, STE 107
Owasso, OK 74055
Attn: Rickey Hayes

PART VI. MISCELLANEOUS PROVISIONS

1. Termination and Suspension. This Agreement may be terminated by either Party for convenience or for cause. However, the terminating Party must provide the other Party no less than sixty (60) days prior, written notification of intent to terminate the Agreement. EEDA shall pay Consultant for all the Services performed up to the date of termination.
2. Ownership of Documents.
 - a. Original documents developed in connection with services performed hereunder belong to, and remain the property of, the City. Consultant shall store the originals and may retain reproducible copies of such documents.
 - b. All documents, including computer software, prepared by Consultant pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by City, EEDA, or others. Any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at the EEDA's sole risk and without liability or legal exposure to Consultant. The EEDA shall hold harmless Consultant and its sub-consultants, if any, against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse.
3. Successors and Assigns.
 - a. EEDA and Consultant each bind itself and its partners, successors, executors, administrators, assigns and legal representatives to the other Party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other Party in respect to all covenants, agreements, and obligations of this Agreement.
 - b. Neither the EEDA nor Consultant shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants or associates as it may deem appropriate to assist it in the performance of services hereunder.
4. Relation of Parties. The Parties to this Agreement shall not constitute nor create an employer/employee relationship. Consultant is an independent contractor responsible for all obligations relating to federal income tax, self-employment Medicare and FICA taxes and contributions and all other employer taxes and contributions. Neither by this Agreement, nor by its business dealings with Consultant, does the City or the EEDA delegate any authority to Consultant to make decisions for the City or the EEDA. Consultant has no authority to obligate the City or the EEDA.
5. Governing Law and Venue. The laws of the State of Oklahoma shall govern the validity, enforcement, and interpretation of this Agreement. Any action or proceeding seeking to enforce any provision of this Agreement or based on any right or obligation arising out of

this Agreement may be brought against any of the Parties in the State of Oklahoma, County of Garfield.

6. Approval Not Waiver. Approval by the EEDA shall not constitute nor be deemed a release of the responsibility and liability of the Consultant, Consultant's employees, subcontractors, agents, and consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work, nor shall that approval be deemed to be an assumption of that responsibility by the EEDA for any defect in the designs, working drawings, and specifications or other documents prepared by the Consultant, Consultant's employees, subcontractors, agents and consultants.
7. Compliance with Applicable Law. Consultant, agents, employees, sub-consultants and subcontractors shall comply with all applicable federal and state laws, the charter and ordinances of the City, and with all applicable rules and regulations promulgated by all local, state and national boards, bureaus, and agencies. Consultant shall further obtain all permits and licenses required in the preparation of the work contracted for in any Amendments to this Agreement.
8. Integration, Modification and Waiver. This Agreement constitutes the complete and final expression of the agreement of the Parties relating to the obligations set forth herein and supersedes all previous contracts, agreements and understandings of the Parties, either oral or written, relating to such obligations. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing referring specifically to this Agreement, executed by the Party against whom enforcement of the modification or waiver is sought.
9. Headings and Construction. The headings which have been used throughout this Agreement have been inserted for convenience of reference only and do not constitute matter to be construed in interpreting this Agreement. Words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. The words "herein," "hereof," "hereunder" and other similar compounds of the word "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision or section. If the last day of any time period stated herein shall fall on a Saturday, Sunday or legal holiday under federal law, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday under federal law.
10. Invalid Provisions. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision shall not be affected thereby.
11. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which when taken together shall constitute a single counterpart instrument. Executed signature pages to any counterpart instrument may be detached and affixed to another counterpart, which counterpart with multiple executed signature pages affixed thereto shall constitute the original counterpart instrument. All of these counterpart pages shall be read as though

one and they shall have the same force and effect as if all of the Parties had executed a single signature page.

12. Non-Discrimination. In the hiring of employees for the performance of work under this Agreement or any subcontract, Consultant or any person acting on behalf shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the duties to which the employment relates.
13. Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Agreement, except as provided expressly herein.
14. Employment Verification. The EEDA requires all contractors to verify that employees working pursuant to contracts with the EEDA are legally authorized to work in the United States. Consultant agrees to verify and document the employment eligibility of all employees who may perform services pursuant to this Agreement. Consultant also agrees to require all subcontractors and sub-consultants who perform services under this Agreement to verify and document the employment eligibility of all employees who may perform services pursuant to this Agreement.
15. Governmental Tort Claims Act. By entering into this Agreement, the EEDA and its “employees” as defined by the Governmental Tort Claims Act, 51 Okla. Stat. § 151 et seq., of each entity do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Agreement modifies and/or waives any provision of the Local Government Tort Claims Act.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the day and year last listed below.

Date Signed: _____

"EEDA"
The Enid Economic Development Authority
an Oklahoma Public Trust

William E. Shewey, Chairman

(SEAL)

ATTEST:

Alissa Lack, Secretary

Approved as to Form and Legality:

Carol Lahman, Trust Attorney

Date Signed: _____

"Consultant"
Retail Attractions, L.L.C.
an Oklahoma Limited Liability Company

Rickey Hayes

WITNESS:

Signature

Printed Name and Title

City Commission Meeting

13.2.

Meeting Date: 05/01/2018

SUBJECT:

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

Attachments

Claimslist

JP Morgan Claimslist

City Commission Meeting

16.1.

Meeting Date: 05/01/2018

Submitted By: Erin Crawford, Chief Financial Officer

SUBJECT:

AWARD A CONTRACT WITH RSM US LLP, OKLAHOMA CITY, OKLAHOMA TO COMPLETE THE 2017-2018 ENID PUBLIC TRANSPORTATION AUTHORITY VEHICLE REVENUE MILEAGE AUDIT IN THE AMOUNT OF \$4,000.00.

BACKGROUND:

This is a companion to item 6.2. The Oklahoma Department of Transportation (ODOT) has a Public Transit management plan that requires the Enid Public Transportation Authority to obtain an independent audit report attesting to the annual vehicle revenue miles to received funds from the public transit state revolving fund. The revenue mileage audit is due to ODOT by the last working day of August each year. The bids are on file in the office of the City Clerk. The selection committee determined RSM US LLP was the best qualified firm to deliver the required services.

Total compensation for these services will not exceed \$4,000.00 for the 2017-2018 audit services, which represents a decrease of \$200.00 from the 2016-2017 audit service fee or an approximate 5% reduction.

RECOMMENDATION:

Select RSM US LLP to conduct the 2017-2018 revenue mileage audit in the amount of \$4,000.00 with an option to renew annually and authorize the Chairman to execute all documents.

PRESENTER:

Erin Crawford, Chief Financial Officer

Fiscal Impact

Budgeted Y/N: Y

Amount: \$4,000.00

Funding Source:

Enid Public Transportation Authority

Attachments

Engagement Letter



RSM US LLP

210 Park Avenue
Suite 1725
Oklahoma City, OK 73102

T +1 405 239 7961
F +1 405 235 0042

www.rsmus.com

April 27, 2018

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

Attention: Finance Committee

This letter is to explain our understanding of the arrangements regarding our engagement to examine the statement of vehicle revenue mileage, as defined in the January 2012 publication of the *Public Transportation Revolving Fund State Management Plan*, of the Enid Public Transportation Authority (the Authority) for the year ended June 30, 2018, in accordance with attestation standards established by the American Institute of Certified Public Accountants. We ask that you confirm this understanding.

Engagement Services

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

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

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

THE POWER OF BEING UNDERSTOOD
AUDIT | TAX | CONSULTING

Mr. Jerald Gilbert, City Manager
Ms. Erin Crawford, Chief Financial Officer
City of Enid
April 27, 2018
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City of Enid's Responsibilities

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

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

The City agrees that it will not include our reports, or otherwise make reference to us, in any public or private securities offering without first obtaining our consent. Any request to consent is also a matter for which separate arrangements will be necessary. After obtaining our consent, the City also agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing, and with a copy of the final reproduced material for our approval before it is distributed. In the event our relationship has been terminated when the City seeks such consent, we will be under no obligation to grant such consent or approval.

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

City of Enid's Records and Assistance

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

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

Mr. Jerald Gilbert, City Manager
Ms. Erin Crawford, Chief Financial Officer
City of Enid
April 27, 2018
Page 3

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

Fees, Costs, and Access to Documentation

Our fees for the services described above are based on the time required by the individuals assigned to the engagement, plus direct expenses, including report processing, travel, meals, and fees for services from other professionals, as well as a charge of 5 percent of fees for all other expenses, including indirect administrative expenses such as technology, research and library databases, communications, photocopying, postage and clerical assistance. Our fees for the services described in this letter will be \$4,000.

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

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

Claim Resolution

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

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

Reporting

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

Mr. Jerald Gilbert, City Manager
Ms. Erin Crawford, Chief Financial Officer
City of Enid
April 27, 2018
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Information Security - Miscellaneous Terms

RSM US LLP is committed to the safe and confidential treatment of the City's proprietary information. RSM US LLP is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. The City agrees that it will not provide RSM US LLP with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of the City information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

RSM US LLP may terminate this relationship immediately in its sole discretion if RSM US LLP determines that continued performance would result in a violation of law, regulatory requirements, applicable professional standards or [Firm Name's] client acceptance or retention standards, or if the City is placed on a verified sanctioned entity list or if any director or executive of, or other person closely associated with, the City or its affiliates is placed on a verified sanctioned person list, in each case, including but not limited to lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the United Nations Security Council, the European Union or any other relevant sanctioning authority.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature of a party to this agreement or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities or (iv) a digital signature. This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

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

Mr. Jerald Gilbert, City Manager
Ms. Erin Crawford, Chief Financial Officer
City of Enid
April 27, 2018
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If this letter defines the arrangements as the City of Enid understands them, please sign and date the enclosed copy and return it to us. We appreciate your business.

RSM US LLP



Mike Gibson, Partner

Confirmed on behalf of the City Council:

Mayor or Chairman of Audit Committee

Date

Management's acknowledgement of the agreement:

City Manager

Date

Chief Financial Officer

Date

City Commission Meeting

16.2.

Meeting Date: 05/01/2018

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$3,245.45.

Attachments

Claimslist

JP Morgan Claimslist
