



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 special session at 5:00 p.m. on the 4th day of June, 2019, 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 SPECIAL MEETING

1. CALL TO ORDER/ROLL CALL.
2. INVOCATION.
3. FLAG SALUTE.
4. CONSIDER APPROVAL OF MINUTES OF THE REGULAR COMMISSION MEETING OF MAY 21, 2019 AND SPECIAL COMMISSION MEETING OF MAY 23, 2019.
5. AWARDS, PRESENTATIONS, PROCLAMATIONS, AND ORGANIZATIONAL BUSINESS.
 1. PRESENT PET AVAILABLE FOR ADOPTION AT THE CITY ANIMAL SHELTER.
 2. LEGISLATIVE UPDATE FROM CURT ROGGOW.
 3. APPOINTMENTS OF CITY COMMISSIONERS TO VARIOUS BOARDS AND COMMISSIONS.
 4. CONSIDER APPOINTMENTS TO THE METROPOLITAN AREA PLANNING COMMISSION (MAPC), PARK BOARD, AND PUBLIC ACCESS TELEVISION ADVISORY BOARD.

6. ADMINISTRATION

- 1. AWARD A CONTRACT TO SCISSOR TAIL CONSTRUCTION, LLC, BROKEN ARROW, OKLAHOMA, FOR M-1910C, MEADOWLAKE GOLF COURSE MAINTENANCE BUILDING, IN THE AMOUNT OF \$126,041.00.**

7. CONSENT.

- 1. APPROVE AN AGREEMENT BETWEEN THE CITY OF ENID AND THE TOWN OF LAHOMA FOR ANIMAL CONTROL SERVICES; AND EXECUTE SAID AGREEMENT.**
- 2. APPROVE THE RENEWAL OF THE ADMINISTRATIVE SERVICES AGREEMENT BETWEEN THE CITY OF ENID AND BLUECROSS/BLUESHIELD OF OKLAHOMA FOR THIRD-PARTY ADMINISTRATION OF THE CITY OF ENID'S SELF-FUNDED EMPLOYEE HEALTH INSURANCE PLAN, COBRA ADMINISTRATION, AND STOP LOSS COVERAGE.**
- 3. AWARD THE PURCHASE OF ONE 2020 FORD F-550 CHASSIS WITH AN ARTICULATING TELESCOPIC AERIAL DEVICE FOR THE PUBLIC WORKS DIVISION, FROM ALTEC INDUSTRIES, INC., CORYDON, INDIANA, IN THE AMOUNT OF \$154,987.00; AND EXECUTE PURCHASE DOCUMENTS.**
- 4. APPROVE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH INVOICE CLOUD, INC., A DELAWARE CORPORATION, TO PROVIDE AN AUTOMATED PAYMENT SYSTEM TO INTEGRATE WITH THE COGSDALE UTILITY BILLING SOFTWARE PLATFORM.**
- 5. AWARD A CONTRACT TO EMC SERVICES, LLC, OKLAHOMA CITY, OKLAHOMA, FOR PROJECT NO. F-1812C, PAVED CHANNEL FROM WEST OF MAYBERRY STREET TO HOOVER STREET, IN THE AMOUNT OF \$82,015.00.**
- 6. AWARD A CONTRACT TO RICK LORENZ CONSTRUCTION, INC., ENID, OKLAHOMA, FOR PROJECT NO. F-1903C, WILLOW ROAD BOX CULVERT EAST OF GARLAND ROAD ON GARLAND TRIBUTARY, IN THE AMOUNT OF \$357,281.06, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS.**
- 7. AWARD A CONTRACT TO WATERFRONT CONSTRUCTION, OKLAHOMA CITY, OKLAHOMA, FOR PROJECT NO. M-1902C, 2019 ADA COMPLIANCE PROGRAM AT GARFIELD ELEMENTARY SCHOOL, IN THE AMOUNT OF \$153,300.50.**
- 8. AWARD A CONTRACT TO LUCKINBILL, INC., ENID, OKLAHOMA, FOR PROJECT NO. W-1810C, 20-INCH PRESSURE RELIEF SYSTEM, IN THE AMOUNT OF \$83,975.00.**
- 9. AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS WITH RICK LORENZ CONSTRUCTION, INC., ENID, OKLAHOMA, FOR THE ADM TRUCK LANE, PROJECT NO. R-1903C, IN THE AMOUNT OF \$128,654.28.**
- 10. APPROVE CHANGE ORDER NO. 1 WITH CUMMINS CONSTRUCTION COMPANY, INC., ENID, OKLAHOMA, FOR THE 2019 ARTERIAL STREET RESURFACING PROGRAM, PROJECT NO. R-1902C, IN THE AMOUNT OF \$144,373.00.**

11. APPROVE CHANGE ORDER NO. 1 WITH L.D. KEMP EXCAVATING, INC., FORT WORTH, TEXAS, FOR PROJECT NO. M-1801C1, ENID MUNICIPAL LANDFILL - CELL 11E CONSTRUCTION, IN THE AMOUNT OF \$386,340.71 AND ADD 35 DAYS TO THE PERIOD OF PERFORMANCE.
12. APPROVE CHANGE ORDER NO. 1 WITH RICK LORENZ CONSTRUCTION, ENID, OKLAHOMA FOR PROJECT NO. P-1906C, CROSSLIN PARK SIDEWALK IMPROVEMENTS, IN THE AMOUNT OF \$2,525.18.
13. APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC., OKLAHOMA CITY, OKLAHOMA, FOR DESIGN OF THE 400 BLOCK OF EAST RANDOLPH AVENUE BRIDGE, PROJECT NO. R-1911A, INCREASING THE ORIGINAL CONTRACT AMOUNT BY \$166,100.00; AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS.
14. ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM SAM AND DENISE CASE OF NOBLE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R3, PARCEL NO. N-055, IN THE AMOUNT OF \$19,150.00, AND AUTHORIZE PAYMENT.
15. ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM SAM AND DENISE CASE OF NOBLE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R3, PARCEL NO. N-040, IN THE AMOUNT OF \$10,650.00, AND AUTHORIZE PAYMENT.
16. ACCEPT A DRAINAGE EASEMENT FROM GRACE BIBLE CHURCH, ENID, OKLAHOMA, FOR PROJECT NO. M-1701, CROSSLIN PARK SOFTBALL COMPLEX, IN THE AMOUNT OF \$1,500.00, AND AUTHORIZE PAYMENT.
17. REJECT THE BID SUBMITTED FOR THE SIGNAL LIGHT POLE REPLACEMENT, PROJECT NO. R-1905C, AS PROVIDED FOR IN PARAGRAPH 3.23 OF THE CITY OF ENID FINANCE PROCEDURES MANUAL.
18. APPROVAL OF CLAIMS IN THE AMOUNT OF \$1,550,106.84.
8. RECESS TO CONVENE AS THE ENID MUNICIPAL AUTHORITY.
9. TRUSTEES OF THE ENID MUNICIPAL AUTHORITY SPECIAL MEETING.
10. ENID MUNICIPAL AUTHORITY SPECIAL MEETING.
1. APPROVAL OF CLAIMS IN THE AMOUNT OF \$104,682.92.
11. ADJOURN TO CONVENE AS THE ENID ECONOMIC DEVELOPMENT AUTHORITY.
12. TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY SPECIAL MEETING.
13. ENID ECONOMIC DEVELOPMENT AUTHORITY SPECIAL MEETING.

1. APPROVAL OF CLAIMS IN THE AMOUNT OF \$7,495.00.
14. ADJOURN TO CONVENE AS THE ENID PUBLIC TRANSPORTATION AUTHORITY.
15. TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY SPECIAL MEETING.
16. ENID PUBLIC TRANSPORTATION AUTHORITY SPECIAL MEETING.
1. APPROVAL OF CLAIMS IN THE AMOUNT OF \$3,357.85.
17. ADJOURN TO RECONVENE AS THE ENID CITY COMMISSION.
18. PUBLIC COMMENTS.
19. ADJOURN.

City Commission Meeting

4.

Meeting Date: 06/04/2019

SUBJECT:

CONSIDER APPROVAL OF MINUTES OF THE REGULAR COMMISSION MEETING OF MAY 21, 2019 AND SPECIAL COMMISSION MEETING OF MAY 23, 2019.

Attachments

5/21/19 Minutes

5/23/19 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 21ST DAY OF MAY 2019

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 21st day of May 2019, 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, 2018 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 20th day of May 2019.

-MAYOR AND BOARD OF COMMISSIONERS-

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

PRESENT: Commissioners Allen, Ezzell, Waddell, Stallings and Mayor Pankonin.

ABSENT: Commissioner Norwood.

Staff present were City Manager Jerald Gilbert, City Attorney Carol Lahman, City Clerk Alissa Lack, Chief Financial Officer Erin Crawford, Director of Engineering Services Chris Gdanski, Public Works Director Everett Glenn, Planning Administrator Chris Bauer, Fire Chief Joe Jackson, Police Captain Tim Jacobi, Director of Marketing and Public Relations Steve Kime, and Human Resources Director Sonya Key.

Mr. Dan Schiedel of the United Way gave the Invocation, and the Flag Salute was led by Commissioner Jerry Allen.

Motion was made by Commissioner Waddell and seconded by Commissioner Stallings to approve the minutes of the regular Commission meeting of May 6, 2019 and the special meeting of May 9, 2019, and the vote was as follows:

AYE: Commissioners Allen, Ezzell, Waddell, Stallings and Mayor Pankonin.

NAY: None.

Mr. Frank Baker and Ms. Lynne Benkendorf, of Eagle Marketing, recognized the City of Enid for its support of the Smokin' Red Dirt BBQ Festival, and thanked the City and the Stride Center for their involvement to help make the event happen.

Animal Adoption Coordinator Charlet Ringwald presented "Diglet", a 3-month-old male mixed breed puppy available for adoption at the Enid Animal Shelter.

A Proclamation was read and presented proclaiming the week of May 19-25, 2019 as "National Public Works Week".

Mr. Jack Beam III, Mr. David Mason, Mr. Roy Schneider, and Mr. Mike Stuber were presented for consideration of appointment to fill the Ward 6 vacancy. The vacancy existed due to the election of Commissioner George Pankonin to the office of Mayor.

(The results would be delivered after appointments were made to other boards and commissions.)

Ballots were taken as follows for the Library Board:

Eli Carpenter	Commissioner Stallings
Roger Hardaway	Commissioners Allen, Ezzell, Waddell, Stallings and Mayor Pankonin
Amanda Percival	Commissioners Allen, Waddell and Mayor Pankonin
Amber Weese	Commissioner Ezzell

Mr. Roger Hardaway was reappointed and Ms. Amanda Percival was appointed to serve on the board through May 2022.

Ballots were taken as follows for the Dr. Martin Luther King, Jr., Holiday Commission:

Bradley Barrick	Commissioner Waddell and Mayor Pankonin
Shirley Rae Creel	Commissioners Allen, Ezzell, Waddell and Stallings
Shalonnda Frazier	Commissioners Allen, Ezzell, Stallings and Mayor Pankonin
Linda Mardis	Commissioners Allen, Ezzell, Waddell, Stallings and Mayor Pankonin

Ms. Shirley Rae Creel, Ms. Shalonnda Frazier, and Ms. Linda Mardis were appointed to the commission, to serve through December 2022.

Ballots were taken as follows for the Fire Civil Service Commission:

Tom Layne	Commissioner Stallings
Wade Patterson	Commissioners Allen, Ezzell, Waddell and Mayor Pankonin

Mr. Wade Patterson was appointed to the commission to serve through May 19, 2025.

Motion was made by Commissioner Ezzell to approve the appointment of Ms. Rachel Tooman to the Historic Preservation Commission, as the representative from Waverly District, and Mr. Cory Buller to the Tree Board.

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

AYE: Commissioners Allen, Ezzell, Waddell, Stallings and Mayor Pankonin.

NAY: None.

Ms. Tooman will serve on the Historic Preservation Commission through March 1, 2021. Mr. Buller will serve an unexpired term through March 1, 2020.

Motion was made by Commissioner Waddell and seconded by Commissioner Stallings to appoint Ms. Christy Northcutt to the Public Arts Commission of Enid (PACE), and the vote was as follows:

AYE: Commissioners Allen, Ezzell, Waddell, Stallings and Mayor Pankonin.

NAY: None.

Ms. Northcutt will serve an unexpired term through March 1, 2020.

Ballots were taken as follows for an appointment to Ward 6:

David Mason Commissioners Allen, Ezzell, Waddell, Stallings and Mayor Pankonin

Mr. David Mason was appointed to Ward 6, to serve an unexpired term through May 2021.

Mayor George Pankonin administered the Oath of Office to newly appointed Ward 6 Commissioner David Mason, after which time he took his seat on the Commission.

Ballots were taken as follows for two At-Large positions on the Vance Development Authority (VDA):

Jesse Ashlock Commissioners Ezzell, Waddell, Stallings, Mason and Mayor Pankonin

James Cheatham Commissioners Waddell and Mason

Darrell Floyd Commissioners Allen, Ezzell, Stallings and Mayor Pankonin

Jeffrey E. Mullin Commissioner Allen

Mr. Ashlock and Dr. Floyd will serve on the Authority though March 1, 2022.

Motion was made by Commissioner Ezzell and seconded by Commissioner Waddell to appoint Ms. Lisa Powell as the Enid Regional Development Association (ERDA) representative to the VDA, and the vote was as follows:

AYE: Commissioners Allen, Ezzell, Waddell, Stallings, Mason and Mayor Pankonin.

NAY: None.

A hearing was held to discuss the Fiscal Year 2019 Annual Action Plan to consider \$424,875.00 of proposed allocations as recommended by the Mayor and Board of Commissioners for the Community Development Block Grant (CDBG) Program.

Ms. Stephanie Moffitt, CDBG Coordinator, explained that this was a hearing to discuss recommendations, but she wanted to correct a mistake that had been made, in that she had set aside money for the Section 108 Loan, but since the load would be paid off, those funds would not have to be allocated. This freed up \$183,874.00 for other projects that the Funding Commission already had in mind to divide that money between. There would have to be one more public hearing and a meeting to say where that money was going to go.

Having no comment, the hearing concluded.

Motion was made by Commissioner Waddell and seconded by Commissioner Stallings to approve a resolution adopting the Fiscal Year 2019 Annual Action Plan for the Community Development Block Grant (CDBG) Program and Budget for the 2019-2020 Program Year, and authorize the CDBG Director to submit the plan to the Department of Housing and Urban Development, and the vote was as follows:

AYE: Commissioners Allen, Waddell, Stallings, Mason and Mayor Pankonin.

NAY: None.

Commissioner Ezzell abstained from the vote.

After a new public hearing and meeting, an amendment would be made to the plan and then submitted to HUD.

A hearing was conducted regarding the proposed 2019-2020 City of Enid Budget and related Authorities financial plans.

Chief Financial Officer (CFO) Erin Crawford explained that one of the requirements of the Oklahoma Budgeting Act was that the City had a budget hearing to allow the public to have input. This was the required hearing and the notice of hearing was published on May 12, 2019 in the Enid News and Eagle, to notify the public of the hearing.

Having no comment, the hearing concluded.

A discussion was held regarding the Fiscal Year 2019-2020 City of Enid Budget.

Ms. Crawford noted that, as of the Study Session earlier in the evening, they had been through all of the budgets for this year. If there were any budgets that Commissioners would like to revisit or make motions on to make changes, this was the time to do so, so that the changes could be captured and resolutions with the final numbers brought back for the meeting of May 23, 2019.

The one changed that had been captured, as discussed in Study Session, was to remove the Landfill project and add it to extend the work Randolph from 4th Street to 7th Street.

Commissioner Ezzell inquired about what was going to be done with the discussion regarding the Meadowlake Trail and Downtown Trail, and asked if a budget item needed to be added to make that happen.

City Manager Jerald Gilbert inquired of Ms. Crawford whether there were any funds available now, or what would her recommendation be. The low-water crossing at Meadowlake would need to be budgeted in an amount between \$150,000 and \$300,000.

Ms. Crawford noted that in this current budget, something could always be eliminated to replace it with that item, if the commission chose. If not, a review could be done to determine if there were funds to close out that could be reallocated next year as a budget amendment to add those items.

When asked about the Park Board's opinion of this item, Commissioner Allen explained that the board wasn't privy to anything, this was just a line item. They had prioritized items that they felt could get done. He agreed that the Park Board would be excited about this item.

Motion was made by Commissioner Ezzell to add a low-water crossing budget item at an amount of \$150,000.00 to this year's budget, out of the General Fund.

He encouraged Ms. Crawford to come back to them, if there was additional funding required to try to make up the difference with reconciliations items in the budget.

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

AYE: Commissioners Allen, Ezzell, Waddell, Stallings, Mason and Mayor Pankonin.

NAY: None.

Mr. Gilbert noted that after the design work was completed, a cost update would be brought back Commissioners.

Ms. Crawford confirmed that a budget item would be presented for approval at the time a contract was presented for approval.

A brief discussion was held regarding Engineering breaking up the Vance Trail into "chunks" and the question of requiring a budget item for it, the possibility of Engineering completing that work in-house, and the possibility of public-private partnerships fund the project.

Commissioner Ezzell asked that the item and an item to connect the trail from the football field to downtown using existing sidewalks and existing roads be added to a future study session.

Director of Engineering Services Chris Gdanski acknowledged that his intent, once the design was finalized and before Engineering started the permitting process, was to bring the design back to

Commissioners, and have the Engineer present the findings, design, updated cost estimate, and any permitting hurdles perceived.

Commissioner Waddell requested that an August 15, 2019 deadline be implemented to have a final design and cost estimates presented for the low-water bridge at Meadowlake.

Motion was made by Commissioner Ezzell and seconded by Commissioner Waddell to approve Amendment No. 1 to the Professional Engineering Services Agreement with Holtzen Engineering Group, Enid, Oklahoma, in the amount of \$14,500.00, for design of Project No. M-1801C, Enid Landfill Expansion Cell 11E, and the vote was as follows:

AYE: Commissioners Allen, Ezzell, Waddell, Stallings, Mason and Mayor Pankonin.

NAY: None.

Commissioner Ezzell asked for confirmation that the area in which Randy Miller had requested a sidewalk variance was industrial. This was confirmed by Interim City Engineer Murali Katta.

Motion was made by Commissioner Ezzell to approve a sidewalk variance for Randy Miller, for property located at 4817 East Willow Road.

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

AYE: Commissioners Allen, Ezzell, Waddell, Stallings, Mason and Mayor Pankonin.

NAY: None.

CFO Crawford spoke regarding a resolution amending the 2018-2019 Airport Fund Budget. She explained that this was for the current budget year. The Airport had had higher than normal fuel sales, a lot of which was due to Vance and their remodel. The Airport had to purchase more fuel, so some of the revenues needed to be appropriated to purchase more fuel to get through the end of this fiscal year.

Motion was made by Commissioner Waddell and seconded by Commissioner Stallings to approve a resolution amending the 2018-2019 Airport Fund Budget by appropriating additional funds in the amount of \$200,000.00 to increase the 2018-2019 appropriated amounts for the Airport Department, and the vote was as follows:

AYE: Commissioners Allen, Ezzell, Waddell, Stallings, Mason and Mayor Pankonin.

NAY: None.

(Copy Resolution)

CFO Crawford spoke regarding a resolution amending the 2018-2019 Health Fund Budget, explaining that this item was also a budget appropriation for the current year. \$4.5 million was budgeted for claims, but it was now projected to come in at \$5.2 million. Funds would only be appropriated whenever expenses needed to be covered, as they came in.

Motion was made by Commissioner Allen and seconded by Commissioner Waddell to approve a resolution amending the 2018-2019 Health Fund Budget by appropriating additional funds in the amount of \$700,000.00 to increase the 2018-2019 appropriated amounts for the Health Department, and the vote was as follows:

AYE: Commissioners Allen, Ezzell, Waddell, Stallings, Mason and Mayor Pankonin.

NAY: None.

(Copy Resolution)

CFO Crawford noted that this was for the current year budget. Sales tax was projected to come in 3% higher than what was budgeted. As a result, 2% - 1% for Kaw Lake and 1% for Capital Improvement needed to be transferred from General Fund, which receives those receipts, to the Enid Municipal Authority, which was the owner of that sales tax. This allows authorization for the transfer between the two funds.

Motion was made by Commissioner Waddell and seconded by Commissioner Ezzell to approve a resolution amending the 2018-2019 General Fund Budget by appropriating addition funds in the amount of \$1,100,000.00 to increase the 2018-2019 appropriated amounts for the General Fund Sales Tax Transfers Department, and the vote was as follows:

AYE: Commissioners Allen, Ezzell, Waddell, Stallings, Mason and Mayor Pankonin.

NAY: None.

(Copy Resolution)

Airport Director Dan Ohnesorge spoke regarding a resolution naming the Joint-Use Planning Room at the Enid Woodring Regional Airport. He introduced Mrs. Sue Chael, wife of Lt. Col Dave Chael, and provided a brief history of Lt. Col. Chael's life and accomplishments. It was noted that Lt. Col. Chael was an active member of the Aviation Advisory Board and was involved in the 20-year master plan for the airport, as well as very involved in the planning of the new terminal building that was being constructed at the airport. Additionally, it was noted that \$3,200.00 was donated, in honor of Lt. Col. Chael, to the terminal project. In consideration of all of these things, Mr. Ohnesorge felt that it was fitting to name the Joint-Use Planning Room in the new terminal building, in his memory.

Motion was made by Commissioner Waddell and seconded by Commissioner Stallings to approve a resolution naming the Joint-Use Planning Room at the Enid Woodring Regional Airport for Lieutenant Colonel Dave Chael, USAF (Retired), and the vote was as follows:

AYE: Commissioners Allen, Ezzell, Waddell, Stallings, Mason and Mayor Pankonin.

NAY: None.

(Copy Resolution)

Ms. Pat Warfield, 2129 Wilshire Drive, addressed commissioners regarding Item 8.16, Approve Amended and Restated Purchase and Sale Agreement Between the City of Enid and Anchored Capital 3

Investments, LLC. She represented the residents on Wilshire, Camelot, and Pembroke, which was a group of townhouses, adjacent to the field that was to be developed. She explained that they were happy about the development, and were not protesting that at all. They did have some concerns about how it affected their houses. She expressed concern regarding the possibility of a roadway next to the wall and noise, and the possibility of closing up a stairway that had been a nuisance to the community. She also expressed concern regarding a hedge row in that area, and the opinion that the hedge way strengthens the existing wall. She was concerned about the businesses that would be constructed there and how that would affect traffic around their homes. She expressed the hope that the residents would be included in information regarding the development.

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

AYE: Commissioners Allen, Ezzell, Waddell, Stallings, Mason and Mayor Pankonin.

NAY: None.

- (1) Acceptance of the following described Permanent Utility Easement and Temporary Waterline Easement from Michael J. Curby Living Trust, for a part of the N/2 of the NW/4 of Section 27, Township 24 North, Range 2 West of the Indian Meridian, Noble County, State of Oklahoma, for development in the Kaw Lake Water Supply Program, Project W-1912R3, Parcel No. N-073, in the amount of \$14,075.00; and authorize payment;

(Copy Description)

- (2) Acceptance of the following described Permanent Utility Easement and Temporary Waterline Easement from Chris and Jane Odenwald, for a part of the E/2 of the SW/4 of Section 18, Township 24 North, Range 1 West of the Indian Meridian, Noble County, State of Oklahoma, for development in the Kaw Lake Water Supply Program, Project W-1912R3, Parcel No. N-079, in the amount of \$4,600.00; and authorize payment;

(Copy Description)

- (3) Acceptance of the following described Permanent Utility Easement and Temporary Waterline Easement from Gary Leroy Osborn, Sr., Gary Leroy Osborn, Jr., and Cherisa Lee Osborn, for a part of the NW/4 of the NE/4 of Section 9, Township 25 North, Range 3 East of the Indian Meridian, Osage County, State of Oklahoma, for development in the Kaw Lake Water Supply Program, Project W-1912R2, Parcel No. O-062, in the amount of \$10,400.00; and authorize payment;

(Copy Description)

- (4) Acceptance of the following described Permanent Utility Easement and Temporary Waterline Easement from Terry Lee Sneed, for a part of the SW/4 of the NE/4 of Section 8, Township 25 North, Range 3 East of the Indian Meridian, Osage County, State of Oklahoma, for development in the Kaw Lake Water Supply Program, Project W-1912R2, Parcel No. O-077, in the amount of \$10,200.00; and authorize payment;

(Copy Description)

- (5) Acceptance of the following described Permanent Utility Easement and Temporary Waterline Easement from Larry K. and Susan K. Kienholz, for a part of the SE/4 of Section 9, Township 24 North, Range 1 West of the Indian Meridian, Noble County, State of Oklahoma, for development in the Kaw Lake Water Supply Program, Project W-1912R3, Parcel No. N-029, in the amount of \$11,350.00; and authorize payment;

(Copy Description)

- (6) Acceptance of the following described Permanent Utility Easement and Temporary Waterline Easement from Larry K. and Susan K. Kienholz, for a part of the NE/4 of Section 9, Township 24 North, Range 1 West of the Indian Meridian, Noble County, State of Oklahoma, for development in the Kaw Lake Water Supply Program, Project W-1912R3, Parcel No. N-030, in the amount of \$11,275.00; and authorize payment;

(Copy Description)

- (7) Acceptance of the following described Permanent Utility Easement and Temporary Waterline Easement from Evin E. Pierce, for a part of the SW/4 of Section 29, Township 24 North, Range 2 West of the Indian Meridian, Noble County, State of Oklahoma, for development in the Kaw Lake Water Supply Program, Project W-1912R3, Parcel No. N-020, in the amount of \$14,075.00; and authorize payment;

(Copy Description)

- (8) Acceptance of the following described Permanent Utility Easement and Temporary Waterline Easement from Richard L. Springer, for a part of Lot 3 and Lot 4 and a part of the NE/4 of the SW/4 of Fractional Section 18, Township 24 North, Range 1 West of the Indian Meridian, Noble County, State of Oklahoma, for development in the Kaw Lake Water Supply Program, Project W-1912R3, Parcel No. N-035, in the amount of \$14,300.00; and authorize payment;

(Copy Description)

- (9) Acceptance of the following described Permanent Utility Easement and Temporary Waterline Easement from Jill A. Evans, for a part of the NW/4 of Section 23, Township 24 North, Range 2 West of the Indian Meridian, Noble County, State of Oklahoma, for development in the Kaw Lake Water Supply Program, Project W-1912R3, Parcel No. N-037, in the amount of \$4,725.00; and authorize payment;

(Copy Description)

- (10) Acceptance of the following described Permanent Utility Easement and Temporary Waterline Easement from Michael J. Curby Living Trust, for a part of the W/2 of the SW/4 of Section 23, Township 24 North, Range 2 West of the Indian Meridian, Noble County, State of Oklahoma, for development in the Kaw Lake Water Supply Program, Project W-1912R3, Parcel No. N-067, in the amount of \$10,525.00; and authorize payment;

(Copy Description)

- (11) Acceptance of the following described Permanent Utility Easement and Temporary Waterline Easement from Betty Lou Martin Revocable Trust, for a part of the SW/4 of Section 22, Township 24 North, Range 2 West of the Indian Meridian, Noble County, State of Oklahoma, for development in the Kaw Lake Water Supply Program, Project W-1912R3, Parcel No. N-071, in the amount of \$8,500.00; and authorize payment;

(Copy Description)

- (12) Approval of Change Order No. 2 with Beverages Construction, LLC, for Project No. F-1803C, Chestnut West Detention Construction, Phase 1, to add 45 calendar days to the contract, due to weather related delays in construction;

- (13) Approval of contract award for Project No. R-1903C, ADM Truck Lane Project, to the only responsible bidder, Rick Lorenz Construction, Inc., Enid, Oklahoma, in the amount of \$128,654.28; and authorize the Mayor to execute all contract documents;

- (14) Approval of a resolution to execute an agreement establishing membership with the Oklahoma Municipal Assurance Group (OMAG);

- (15) Approval of the Fourth Amendment to the Management Agreement between the City of Enid and Global Spectrum, LLC;

- (16) Approval of the amended and restated Purchase and Sale Agreement between the City of Enid and Anchored Capital 3 Investments, LLC;

and

- (17) Allowance of the following claims for payment as listed:

(List Claims)

Chairman Pankonin adjourned the meeting to convene as the Enid Municipal Authority.

- TRUSTEES OF THE ENID MUNICIPAL AUTHORITY -

PRESENT: Trustees Allen, Ezzell, Waddell, Stallings, Mason and Chairman Pankonin, Trust Manager Jerald Gilbert, Trust Attorney Carol Lahman and Secretary Alissa Lack.

ABSENT: Trustee Norwood.

Discussion was held regarding the Fiscal Year 2019-2020 Enid Municipal Authority Financial Plan.

CFO Crawford explained that the only change, to date, would not change the overall number, it was just changing the transfer out to Capital Improvement, by reducing it by \$150,000.00 and increasing it by the same amount in the Street Improvement Fund.

Having no comment, the discussion concluded.

Mr. Gilbert explained that for the last five years, the Stover Group had managed the wastewater plant. In the agreement, there was an option to exercise for another five years, which was what this item did. He opined that this was beneficial to the City for many reasons, the biggest being the involvement in the Kaw Lake Project, and things were working really well with Stover. It was noted that the agreement did include a termination clause, as well.

Motion was made by Trustee Ezzell and seconded by Trustee Allen to authorize execution of the First Amendment to the Agreement for Operations, Maintenance, and Management Services for Water Reclamation Facility, between Stover & Associates, Inc., and the Enid Municipal Authority, and the vote was as follows:

AYE: Trustees Allen, Ezzell, Waddell, Stallings, Mason and Chairman Pankonin.

NAY: None.

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

AYE: Trustees Allen, Ezzell, Waddell, Stallings, Mason and Chairman Pankonin.

NAY: None.

(List Claims)

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

- TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY -

PRESENT: Trustees Allen, Norwood, Ezzell, Waddell, Stallings and Chairman Pankonin, Trust Manager Jerald Gilbert, Trust Attorney Carol Lahman and Secretary Alissa Lack.

ABSENT: Trustee Norwood.

Discussion was held regarding the 2019-2020 Enid Economic Development Authority Financial Plan.

CFO Crawford noted that this budget was previously discussed at the meeting of May 6, 2019. At that time, no changes were captured. If there were any changes proposed, this item allowed for those.

Having no comment, the discussion concluded.

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

AYE: Trustees Allen, Ezzell, Waddell, Stallings, Mason and Chairman Pankonin.

NAY: None.

(List Claims)

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

- TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY –

PRESENT: Trustees Allen, Ezzell, Waddell, Stallings, Mason, Chairman Pankonin, Trust Manager Jerald Gilbert, Trust Attorney Carol Lahman and Secretary Alissa Lack.

ABSENT: Trustee Norwood.

Discussion was held regarding the Fiscal Year 2019-2020 Enid Public Transportation Authority Financial Plan.

CFO Crawford noted that this was the budget that was just discussed in Study Session, and if there were any action items as a result of the discussion, this item allowed for that.

Having no comment, the discussion concluded.

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

AYE: Trustees Allen, Ezzell, Waddell, Stallings, Mason and Chairman Pankonin.

NAY: None.

(List Claims)

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

- MAYOR AND BOARD OF COMMISSIONERS -

Mr. Mark Burrow, 352 East Birch Avenue, addressed commissioners regarding sidewalks in the area of Kennedy and Birch. He expressed concern regarding a sidewalk to be constructed on Kennedy and would cross his driveway. His concerns included the possibility of additional cracks in his driveway from the construction. He explained that cracks existed in the driveway due to previous waterline work. Another concern, he explained that the sidewalk would be sixteen feet from his garage, but his pickup was nineteen feet long, resulting in his truck setting across the sidewalk, and the possibility of fines and/or violations. Additionally, he expressed concern regarding trees that might be affected by the new sidewalk.

Mr. Burrow also expressed concern regarding notification of the project, and explained that he was not informed that it would be taking place, at the time he had obtained permits for work on his driveway.

Mr. Gilbert explained that if the City caused damage to his driveway, they would fix it. He also acknowledged that the City would continue to work with Mr. Burrow and make efforts to make things satisfactory for him.

Ms. Diane Levesque, 1324 West Oak Avenue, spoke regarding monarch butterflies, issues with animal waste, and mowing. Additionally, she expressed concern with representation.

Motion was made by Commissioner Ezzell and seconded by Commissioner Waddell to convene into Executive Session pursuant to 25 O.S. §307 (B)(4), to discuss pending litigation, Melvin Key v. City of Enid, and authorize representatives with settlement authority to attend a mediation on May 29, 2019, and the vote was as follows:

AYE: Commissioners Allen, Ezzell, Waddell, Stallings, Mason and Mayor Pankonin.

NAY: None.

The meeting convened into Executive Session at 7:54 P.M.

In Executive Session, the Commissioner discussed pending litigation.

Motion was made by Commissioner Allen and seconded by Commissioner Waddell to reconvene into Regular Session, and the vote was as follows:

AYE: Commissioners Allen, Waddell, Stallings, Mason and Mayor Pankonin.

NAY: None.

Commissioner Ezzell was absent from the vote.

The meeting reconvened into regular session at 8:37 P.M.

Motion was made by Commissioner Allen give authority to City Attorney Carol Lahman, City Manager Jerald Gilbert, and Mayor George Pankonin to go into mediation and represent the City of Enid, and to make a settlement, in the matter of Key v. City of Enid.

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

AYE: Commissioners Allen, Waddell, Stallings, Mason and Mayor Pankonin.

NAY: None.

Commissioner Ezzell was absent from the vote.

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

AYE: Commissioners Janzen, Waddell, Stallings, Mason and Mayor Shewey.

NAY: None.

Commissioner Ezzell was absent from the vote.

The meeting adjourned at 8:38 P.M.

MINUTES OF SPECIAL 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 23RD DAY OF MAY 2019

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 special session at 5:00 P.M. on the 23rd day of May 2019, 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 forty-eight hours in advance to the Clerk of the City of Enid, and pursuant to notice thereof displayed at the entrance to the Administration Building of said city, in prominent view and which notice was posted prior to 5:00 P.M. on the 22nd day of May 2019.

-MAYOR AND BOARD OF COMMISSIONERS-

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

PRESENT: Commissioners Allen, Norwood, Mason and Mayor Shewey.

ABSENT: Commissioner Ezzell, Waddell and Stallings.

Staff present were City Manager Jerald Gilbert, City Attorney Carol Lahman, City Clerk Alissa Lack, Chief Financial Officer Erin Crawford, Director of Engineering Services Christopher Gdanski, Fire Chief Joe Jackson, Public Utilities Director Lou Mintz, and Director of Marketing and Public Relations Steve Kime.

City Manager Jerald Gilbert spoke regarding the appointment to the Community Development Block Grant (CDBG) Funding Commission, noting that former Commissioner Tammy Wilson had served as the Commission Representative to the CDBG Funding Commission, and wished to remain on said

funding commission. It was recommended that Ms. Wilson now be appointed as an At-Large member of the funding commission.

Motion was made by Commissioner Allen and seconded by Commissioner Norwood to appoint Ms. Tammy Wilson as an At-Large member of the Community Development Block Grant (CDBG) Funding Commission, to serve an unexpired term through October 2020, and the vote was as follows:

AYE: Commissioners Allen, Norwood, Mason and Mayor Pankonin.

NAY: None.

Commissioner Ezzell arrived at 5:03 p.m. and was present for the remainder of the meeting.

Chief Financial Officer Erin Crawford reviewed changes to the originally proposed budget. She explained that one change was for the removal of the Landfill Cell Expansion, for \$150,000. That \$150,000 was repurposed for the Randolph design for mill and overlay, to extend it from 4th Street to 7th Street. The other change added \$150,000 out of the General Fund, to reflect a deficit budget in General Fund, to fund the low-water crossing for Meadowlake Park, as motioned at the meeting of May 21, 2019.

Otherwise, the budget remained the same, as previously presented.

Motion was made by Commissioner Norwood to approve a resolution approving, adopting and appropriating the 2019-2020 Fiscal Year Budget for the City of Enid, Oklahoma; approving the Fiscal Year 2019-2020 Financial Plan for the Vance Development Authority; authorizing the City Manager, or his designee, to make fund transfers as provided in the Municipal Budget Act; and authorizing the chief Financial Officer to invest the City's funds as provided in Oklahoma Statute Title 62, Section 348.1.

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

AYE: Commissioners Allen, Norwood, Ezzell, Mason and Mayor Pankonin.

NAY: None.

Mayor Pankonin recessed the meeting to convene as the Enid Municipal Authority.

- TRUSTEES OF THE ENID MUNICIPAL AUTHORITY -

PRESENT: Trustees Allen, Norwood, Ezzell, Mason, Chairman Pankonin, Trust Manager Jerald Gilbert, Trust Attorney Carol Lahman and Secretary Alissa Lack.

ABSENT: Trustees Waddell and Stallings.

Motion was made by Trustee Ezzell and seconded by Trustee Norwood to approve a resolution approving and adopting the Fiscal Year 2019-2020 Enid Municipal Authority Financial Plan, and the vote was as follows:

AYE: Trustees Allen, Norwood, Ezzell, Mason and Chairman Pankonin.

NAY: None.

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

- TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY -

PRESENT: Trustees Allen, Norwood, Ezzell, Mason, Chairman Pankonin, Trust Manager Jerald Gilbert, Trust Attorney Carol Lahman, and Secretary Alissa Lack.

ABSENT: Trustees Waddell and Stallings.

Motion was made by Trustee Ezzell and seconded by Trustee Norwood to approve and adopt the Fiscal Year 2019-2020 Enid Economic Development Authority Financial Plan, and the vote was as follows:

AYE: Trustees Allen, Norwood, Ezzell, Mason and Chairman Pankonin.

NAY: None.

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

- TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY –

PRESENT: Trustees Allen, Norwood, Ezzell, Mason, Chairman Pankonin, General Manager Jerald Gilbert, Trust Attorney Carol Lahman and Secretary Alissa Lack.

ABSENT: Trustees Waddell and Stallings.

Motion was made by Trustee Norwood and seconded by Trustee Allen to approve a resolution approving the Fiscal Year 2019-2020 Enid Transportation Authority Financial Plan, and the vote was as follows:

AYE: Trustees Allen, Norwood, Ezzell, Mason and Chairman Pankonin.

NAY: None.

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

- MAYOR AND BOARD OF COMMISSIONERS –

There being no further business to come before the Board at this time, Mayor Pankonin adjourned the meeting at 5:06 P.M.

City Commission Meeting

5.3.

Meeting Date: 06/04/2019

Submitted By: Alissa Lack, City Clerk

SUBJECT:

APPOINTMENTS OF CITY COMMISSIONERS TO VARIOUS BOARDS AND COMMISSIONS.

BACKGROUND:

Members of the Board of Commissioners serve on various City boards, commissions, and committees. All appointments are made by the City Commission with the exception of the Metropolitan Area Planning Commission, which is made by the Mayor.

Due to the election of new commissioners, Mayor Pankonin is recommending that the following appointments be made:

Mayor Pankonin: Autry Advisory and Selection Committee, Cherokee Strip Foundation, Enid Regional Development Alliance, and Vance Development Authority.

Ward 1 - Jerry Allen: CDBG Commission, Park Board.

Ward 4 - Jonathan Waddell: Enid First Committee.

Ward 5 - Rob Stallings: Enid Regional Development Alliance, Kaw Lake Sales Tax Funding Oversight Committee, Walk of Fame Committee.

Ward 6 - David Mason: 911 Board of Enid, Garfield & Major Counties, Metropolitan Area Planning Commission, Public Arts Commission of Enid.

RECOMMENDATION:

Consider appointments.

PRESENTER:

George C. Pankonin, Mayor

City Commission Meeting

5.4.

Meeting Date: 06/04/2019

Submitted By: Alissa Lack, City Clerk

SUBJECT:

CONSIDER APPOINTMENTS TO THE METROPOLITAN AREA PLANNING COMMISSION (MAPC), PARK BOARD, AND PUBLIC ACCESS TELEVISION ADVISORY BOARD.

BACKGROUND:

Vacancies exist on the boards and commissions listed above, and are to be considered as follows:

METROPOLITAN AREA PLANNING COMMISSION - One vacancy exists due to the appointment of Mr. David Mason to Commissioner of Ward 6. Applications have been received from Ms. Tillie Sewell and Mr. Mike Stuber. The successful applicant will serve an unexpired term through March 1, 2020. Applications and ballot attached for consideration.

PARK BOARD - One vacancy exists due to the election of Mr. Jerry Allen as Commissioner of Ward 1. Applications have been received from Mr. James Cheatham and Mr. Lee Langshaw. The successful applicant will serve an unexpired term through March 1, 2021. Applications and ballot are attached for consideration.

PUBLIC ACCESS TELEVISION ADVISORY BOARD - At the meeting of March 5, 2019, appointments were made to fill unexpired terms on the board through June 30, 2019. Mr. Billy Sneed and Mr. Ramon Nunez were appointed for said vacancies. It is recommended that these two incumbents be reappointed to serve through June 30, 2022. Applications are attached for consideration.

RECOMMENDATION:

Consider appointments.

PRESENTER:

Jerald Gilbert, City Manager

Attachments

MAPC

Park Board

Television Advisory

**BOARDS AND COMMISSIONS
JUNE 4, 2019**

**BALLOT
METROPOLITAN AREA PLANNING COMMISSION**

ESTELLA "TILLIE" SEWELL

MIKE STUBER

Vote for ONE (1) to fill vacancy.

CIRCLE & INITIAL

Allen

Norwood

Ezzell

Waddell

Stallings

Mason

Mayor Pankonin



CITY OF ENID
ADVISORY COMMISSION APPLICATION FORM

NAME Estela Y. Sewell "Tillie"

HOME ADDRESS 1405 W. Cherokee

MAILING ADDRESS same Cell: 580/541-3785

HOME PHONE 580/233-1405 BUSINESS PHONE 580/366-7110

EMAIL ADDRESS tilliesewell@suddenlink.net

COMMISSION WARD 5

ADVISORY COMMISSION PREFERENCE(S):

METRO Commission

RESIDENCE HISTORY: Have lived at 1405 W. Cherokee since Aug. 1974

EDUCATIONAL BACKGROUND: High school graduation from N.R.Crozier Tech High Dallas, TX

WORK HISTORY: Enid Public Schools since Aug. 1980, getting ready to retire 6/12/19

CIVIC, COMMUNITY ACTIVITIES: AM T00 Ambucs, Chamber of Commerce Ambassador Enid Community Clinic, President of Waverly Historic Distric, Member of Vance Air Force Association, Chosen first female on Pillar of the Plainses 2003 past Brd.member of Salvation Army, and YMCA. Member of St.France Xavier Church

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: 9 years
Past Brd. member of METRO

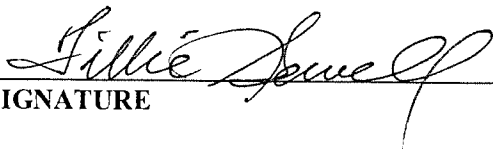
REASONS FOR WANTING TO SERVE ON ABOVE COMMISSION(S):
Enjoy helping out with helpful information as to what is happening in
the community.

REFERENCES:

<u>Nancy Chodrick</u>	<u>580/616-7265</u>
<u>Jane Martin</u>	<u>580/237-7171</u>

OTHER COMMENTS: Wanting to keep busy with activities in the community.

RESUME ATTACHED: (YES) _____ (NO) X _____, but Newspaper article


SIGNATURE

2/21/19
DATE

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

FACES

'Jewels in the crown': Woman has a storied volunteer career

By Sally Asher
Staff Writer

Tillie Sewell has her fingers in all kinds of pies.

Since coming to Enid in 1974, Sewell has been involved in AMBUCS, serving twice as chapter president; a member of the Air Force Association; an ambassador for the Greater Enid Chamber of Commerce; current president of the Waverly Historic Neighborhood Association, and more.

Sewell serves as the special education secretary to the compliance coordinator with Enid Public Schools, where she gathers the necessary confidential information for incoming special education students.

"I make certain we have everything here our school system will need to properly give the kids the education for whatever disability they have," she said.

Sewell joined the EPS family in 1980 as a part-time employee, she said.

"I was given the position of calling for substitute teachers," she said, adding that then-superintendent Jack Webb created the position for her.

"I'd go in at 6 in the morning and work for three hours,



Tillie Sewell answers questions during an interview at Public Library of Enid and Garfield County. (Staff Photo by BONNIE WCULEK)

and then go back in after lunch and work three hours then," she said.

Webb told her it was a part-time position, morning and afternoon, she said.

"I said, 'I'll take the afternoons.' He said, 'No, no, no, you come in the morning and you come in the afternoon.' I

said, 'Oh, OK,'" she laughed. "That's how that position got started, but with all the technology now, substitutes know they need to get online and see what kind of job they would like to teach. That position was eliminated."

See SEWELL, Page A3

SEWELL

Continued from Page A1

Sewell worked that job for eight years before her current position became available, and technological changes followed here there.

"We had confidential folders for each special ed child that I took care of, about 1,400 of them," she said. "And in December, they took 37 file cabinets from me and put all the folders on the computer."

Sewell also interprets for Hispanic patients at the Enid Community Clinic, and ministers communion for the Hispanic community at St. Francis Catholic Church, where she also serves as bridal coordinator; interpretation comes naturally to Sewell because, growing up in Dallas, English was her second language.

"I can speak Spanish fluently. We were not allowed to speak Spanish in school, back in the dark ages," she laughed wryly. "But if our teacher caught us speaking Spanish to anyone on the playground during recess, we would be punished."

"But now they're teaching Spanish in schools."

With all her volunteering — 172 hours in the past year — Sewell doesn't have much free time, but she says she likes it that way.

"There's always something taking place that I can help with," she said. "I feel lost when I'm not doing something. I guess I would say I'm a workaholic. I've got to be doing something and I'm completely lost if I'm not."

Sewell has given so much of her time and energy to the Enid community that two fellow volunteers nominated her for the Pillar of the Plains in 2003.

Sharyne Mahaffey, who works with Sewell in AMBUCS, and Shirley Marquardt, who works with her in the Waverly

Historical Society, nominated Sewell in 2003, making her the first female nominee.

Bert Mackie ultimately won that year's award.

"Tillie's commitment to the community is clearly demonstrated through her volunteer work,"

Marquardt wrote in her recommendation, which was printed in the Enid News & Eagle on Dec. 30, 2003.

Other jewels in Sewell's crown include serving on the United Way Strategic Planning Committee; nine years on the Metropolitan Area Planning Committee; Ambassador of the Year in 2000 for the Greater Enid Chamber of Commerce; service as secretary for the Salvation Army board; and serving on the St. Francis Xavier Catholic Church parish board.

Sewell leads a busy and full life, and said retirement isn't on the horizon yet, but she wouldn't have it any other way.

"I just like to help people," she said.

"There's always something taking place that I can help with. I feel lost when I'm not doing something."

— Tillie Sewell



CITY OF ENID
ADVISORY COMMISSION APPLICATION FORM

NAME Michael "Mike" Stuber

HOME ADDRESS 1914 Country Club Dr Enid, OK 73703

MAILING ADDRESS Same

HOME PHONE 580-542-1070 BUSINESS PHONE 580-540-9870

EMAIL ADDRESS mikestuberofenidok@yahoo.com

COMMISSION WARD 6

ADVISORY COMMISSION PREFERENCE(S):

Enid City Commission - Ward 6

RESIDENCE HISTORY: I have lived in Enid since February of 1997. I've lived within Wards 1,2, 3 and now 6 (since moving there in Sept 2014).

EDUCATIONAL BACKGROUND: Graduated from Edmond Memorial HS - 1988 Oklahoma State University - Secondary Education/History majors 1988-2002.

WORK HISTORY: I own the Stuber Insurance Agency here in Enid since 2017. I came to Enid for a business that I had from 1996 to 2007. I worked for Pioneer Telephone 2007-2012. Wymer-Brownlee 2012-2015 as a financial advisor. David Burrows Allstate agency 2016-2017.

CIVIC, COMMUNITY ACTIVITIES: Member of Ambucs since 1999 and current 2nd vice president. Co-Founder and chairman of Tour de Trykes, Member of Leadership Greater Enid - Class XVIII and previous Board member. Past President of Enid Young Professionals, Past member of Enid Rotary, Board member of Christmas In April, Member of Sojourn Enid Church, Fundraising Co-Chair for United Way Enid 2017

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: _____
Previous City Commissioner (Ward 2) from 2011-2014. Board of Adjustments (2017-Present).
Past Board member of ERDA (3yrs), Park Board (6yrs), EPTA (3yrs), Community Relations (3yrs)
Enid Walk of Fame(3yrs)

REASONS FOR WANTING TO SERVE ON ABOVE COMMISSION(S): I have a great desire to serve my community and believe my skill and abilities along with my recent experience put me in a prime position to serve my community further. I bring a business owner's prospective and I'm passionate about leading Enid to be a financially secure, safe and fun place to live and raise a family, as I have done with my 4 children.

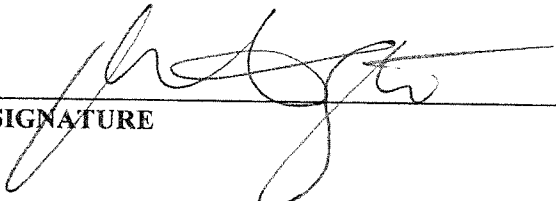
REFERENCES:

Dudley Darrow 580-231-8984
Mike Ruby 405-553-3000

Ken Helms 580-234-0541
Matthew N. Davis - 580-237-5820

OTHER COMMENTS: I want Enid to be a place where our children and grandchildren want to live and raise their families. We need to responsibly encourage new business and industries to further diversify and strengthen our local economy so we are less affected by fluctuations in sectors like oil/gas and agriculture.

RESUME ATTACHED: (YES) _____ (NO) X


SIGNATURE

05/08/2019
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

**BOARDS AND COMMISSIONS
JUNE 4, 2019**

**BALLOT
PARK BOARD**

JAMES CHEATHAM

LEE LANGSHAW

Vote for ONE (1) to fill vacancy.

CIRCLE & INITIAL

Allen

Norwood

Ezzell

Waddell

Stallings

Mason

Mayor Pankonin



CITY OF ENID
ADVISORY COMMISSION APPLICATION FORM

NAME James Cheatham

HOME ADDRESS 2501 Edgewood Dr

MAILING ADDRESS same

HOME PHONE BUSINESS PHONE 580-242-4104

EMAIL ADDRESS jamesdcheatham1@gmail.com

COMMISSION WARD 6

ADVISORY COMMISSION PREFERENCE(S):

Parks Board

Vance Board

RESIDENCE HISTORY: 1 yr 8 months

EDUCATIONAL BACKGROUND: MEd School Administration,

MS Health and Kinesiology, Air Command and Staff College - USAF

WORK HISTORY: July 2017 - Present Oklahoma Bible Academy

(Dean of Students and Athletics)

CIVIC, COMMUNITY ACTIVITIES: Enid Kiwanis active member,

Member Grand National Quail Club, Member - EMB Church

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: _____

Youth Baseball Board - Miami OK 3 yrs

Youth Basketball Board - Miami OK 1 yr

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

Community involvement and give back, support.

REFERENCES:

Eddie Wyant 580-747-7331

Clint Crismas 580-701-4392

Jeff Eaton 580-237-3403

Todd Boydstun 580-977-8061

OTHER COMMENTS: _____

Member USAF/AFR / OKANG 29 years. Currently Lt Col, Squadron Commander
138th FW, Tulsa OK

Uncle was the Parks and Recreation Director of Broken Arrow 30ys, I grew up
around park operations and involvement.

RESUME ATTACHED: (YES) (NO) _____


SIGNATURE

28 Feb 2019

DATE

Return application to:

City Clerk

401 W. Owen K. Garriott Road or:

Enid, OK 73701

alack@enid.org

FAX: 580-242-7760

PO Box 1768

Enid, OK 73702

JAMES D. CHEATHAM

2501 Edgewood Dr, Enid, Oklahoma
918-724-1014 – jamesdcheatham1@gmail.com

Curriculum Vitae

EDUCATION

M.S.	Pittsburg State University	2011	Health and Human Performance
M.Ed.	Northeastern State University	2003	School Administration
B.S.	Northeastern State University	1995	Science Education - Biology

MILITARY EDUCATION

United States Air Force, Maxwell AFB, AL 2015

AIR COMMAND AND STAFF COLLEGE

United States Air Force, Maxwell AFB, AL 2009

SQUADRON OFFICER SCHOOL

McGee-Tyson ARS, Knoxville, TN 2001

ACADEMY OF MILITARY SCIENCE

ADMINISTRATIVE EXPERIENCE

Oklahoma Bible Academy	Dean of Students and Athletics	2017 - Present
Miami High School	Assistant Principal / Athletic Director	2013 - 2017
NEO A&M College	Academic Advisor / Retention Specialist	2009 - 2013
Stilwell High School	Asst. AD	2002 - 2003
Berryhill High School	Peer Mediation Coordinator	1998 –2002

PROFESSIONAL EXPERIENCE

Tulsa Community College	Adjunct Instructor	2007 – 2018
Miami High School	Administrator	2013 – 2017
Northeastern Oklahoma A&M College	Instructor/Advisor	2009 – 2013
Inola High School	Teacher	2005 – 2009
Stilwell High School	Teacher	2002 – 2005
Berryhill High School	Teacher	1997 – 2002
Tulsa Edison High School	Teacher	1996 – 1997

COURSES TAUGHT

Intro to Physical Science	PHYS 1114 (online)	Tulsa Community College
Intro to Biology	BIOL 1114	NEO A&M College
College Life and Success	CLS 1021	NEO A&M College
Chemistry I & II	HS	Inola High School
Biology	HS	Stilwell High School
Anatomy/Physiology	HS	Berryhill High School
Physical Science	HS	Tulsa Edison High School

COLLEGE SERVICE

Campus Safety Committee	2010 - 2013
Athletic Academic Advisor	2009 – 2013
Retention Specialist	2009 - 2013
Campus Life Committee	2010 - 2013
Leadership Seminar Coordinator	2010 – 2013

EDUCATIONAL CERTIFICATIONS

- Superintendent (OK)
- Secondary School Principal 6-12 (OK)
- Middle School Principal PK-8 (OK)
- General Science, Anatomy/Physiology, Biology, Chemistry, Physical Science, & Zoology
- Certified Speed, Agility & Quickness Trainer, NESTA
- Heads up Football; USA Football
- Online Course Instructor – Tulsa Community College
- Youth Mental Health First Aid

PROFESSIONAL ORGANIZATIONS, HONORS, AND AWARDS

Oklahoma Interscholastic Athletic Administrators Association member
National Guard Association of the United States
Military Officer Association of America
Who's Who among High School Teachers award (2000, 2002, 2004)
Radio Shack outstanding teacher award (2000)

MILITARY EXPERIENCE

Materials Storage Specialist
Combat Materials & Logistics Specialist
Chaplain Assistant
Flight Commander – Services Operations
Squadron Commander – Force Support Operations
Special Projects Officer – Joint Force Headquarters (OK)
Interim Commander - 125th Weather Flight – Tulsa OKANG

REFERENCES

Lori Mayberry
Tulsa Community College
Division of Science and Math
918-595-8102
lori.mayberry@tulsacc.edu

Amy Ishmael
NEO A&M College
Vice President Student Services
918-540-6212
aishmael@neo.edu

Andy Wilkins
Oklahoma Bible Academy
Headmaster
580-424-4104
awhilkins@oklahomabible.com

Loretta Robinson
Miami Public Schools
Superintendent (Retired)
918-540-4971
robinson1421@att.net



CITY OF ENID
ADVISORY COMMISSION APPLICATION FORM

NAME Lee Langshaw

HOME ADDRESS 2601 Robin Ridge

MAILING ADDRESS same

HOME PHONE 580-247-5384 BUSINESS PHONE _____

EMAIL ADDRESS grplee@gmail.com

COMMISSION WARD _____

ADVISORY COMMISSION PREFERENCE(S):

Parks _____ ADA _____
Tree _____

RESIDENCE HISTORY: Moved to Enid 2000. Born at Enid General Hospital January 10, 1948.

EDUCATIONAL BACKGROUND: 2 yrs of college

WORK HISTORY: Publishing, printing, advertising, sign manufacturing and marketing technician

CIVIC, COMMUNITY ACTIVITIES: Enid Tree Board, Enid Beautiful Board, Master Gardener, (Las Vegas and Enid), Transitional Housing Board DROC

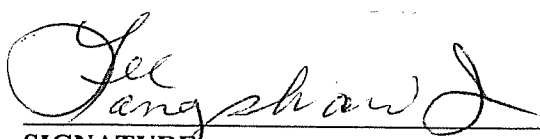
PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: _____
Transitional Housing Board (DDOC) 5 years,
Enid Tree Board 3 yrs.

REASONS FOR WANTING TO SERVE ON ABOVE COMMISSION(S): _____
Disabled all my life, I have an empathy for
those challenged with independent mobility both
privately in the home and in the public accessibility.

REFERENCES:
Jerald Gilbert _____
Ron Janzen _____

OTHER COMMENTS: _____

RESUME ATTACHED: (YES) _____ (NO) _____


SIGNATURE

01-07-2019
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 Ramon Jose Nunez
HOME ADDRESS 2013 WEST OAK AVENUE
MAILING ADDRESS 2013 WEST OAK AVENUE
HOME PHONE 405-924-4168 BUSINESS PHONE
EMAIL ADDRESS ramon.nunez96@icloud.com
COMMISSION WARD 5

ADVISORY COMMISSION PREFERENCE(S):
ENID TELEVISION NETWORK

RESIDENCE HISTORY: LOCATED TO ENID JULY OF 2016

EDUCATIONAL BACKGROUND: HIGHSCHOOL

WORK HISTORY: 2013-2017 - Fairview Fellowship home
2012-2014 - Seiling Nursing Center
2015-2016 - Norman Regional Medical
2016-2019 - Baymont By Wyndham.

CIVIC, COMMUNITY ACTIVITIES: I OWN AND PRODUCE ENID REPORT WHICH
IS A VIDEO BASED NEWS SOURCE FOR THE CITY AND SURROUNDING AREAS.

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: _____

REASONS FOR WANTING TO SERVE ON ABOVE COMMISSION(S): I want to be apart of the community and help it take off on the right foot. I believe we can reach a far wider audience than it is now. A community that is informed prospers and we need to start putting out material in a way todays citizens retain it. Nonetheless I feel my advice could be useful for the city and communities well being!

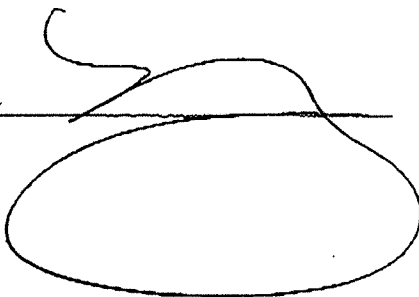
REFERENCES:

OTHER COMMENTS: Please don't hang up on me.

RESUME ATTACHED: (YES) _____ (NO) NO ✓



SIGNATURE



2-21-19

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 Billy Sneed Jr

HOME ADDRESS 2514 Heritage Trail, Enid, OK 73703

MAILING ADDRESS same

HOME PHONE 580.747.1696 BUSINESS PHONE same

EMAIL ADDRESS billysneedjr@protonmail.com

COMMISSION WARD 6

ADVISORY COMMISSION PREFERENCE(S):

Public Access Television

RESIDENCE HISTORY: I have been a resident of Enid for almost 20 years.

EDUCATIONAL BACKGROUND: I will be receiving my associates in Mass Communication from NOC this May (2019).

WORK HISTORY: Operations Manager / Program Manager for 5 years at Pegasys / ETN. I currently work as assistant manager at Da Vinci's while I finish school. I'm also the director of JULA Foundation

CIVIC, COMMUNITY ACTIVITIES: Serve on the Chautauquah Board. Mentor for the United Way. PTK President at NOC. Editor for the campus newspaper at NOC. Coach for 1 Million Cups. Have served on board for Main Street Enid and Gaslight Theatre in the past.

PRIOR ADVISORY COMMISSION EXPERIENCE AND LENGTH OF SERVICE: _____

Served on first two years of PACE Board with COE

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

My unique perspective as an employee of ETN as well as an involved citizen, along with my current education might be of use to balance out ETN.

REFERENCES:

Kelly Tompkins

Pamela Ballard

Charlet Ringwald

Merideth Westfahl

OTHER COMMENTS: _____

RESUME ATTACHED: (YES) _____ (NO) X _____

SIGNATURE

DATE

Return application to:

City Clerk

401 W. Owen K. Garriott Road

Enid, OK 73701

alack@enid.org

FAX: 580-242-7760

or:

PO Box 1768

Enid, OK 73702

City Commission Meeting

6.1.

Meeting Date: 06/04/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

AWARD A CONTRACT TO SCISSOR TAIL CONSTRUCTION, LLC, BROKEN ARROW, OKLAHOMA, FOR M-1910C, MEADOWLAKE GOLF COURSE MAINTENANCE BUILDING, IN THE AMOUNT OF \$126,041.00.

BACKGROUND:

This project allows for the construction of a new maintenance building at Meadowlake Golf Course. The base bid consists of the construction of the footings and building pad, along with all associated plumbing. Alternate No. 1 includes installation of a metal building complete in place, overhead doors, exterior doors, and windows. Alternate No. 2 includes masonry work, painting, sealing, toilet accessories, HVAC, electrical, plumbing, partition walls, and other necessary items for the completion of the building.

Three bids were received, shown from lowest to highest:

Contractor	Base Bid	Alternate #1	Alternate #2
Scissor Tail Construction, LLC.	\$126,041.00	\$140,064.00	\$190,292.00
Lambert Construction Company	\$184,000.00	\$162,000.00	\$251,000.00
Redhawk Construction, Inc.	\$532,000.00	\$297,000.00	\$235,000.00
Engineer's Estimate	\$113,035.28	\$232,232.00	\$242,250.00

Scissor Tail Construction was the lowest, responsible bidder and is recommended for award of the Base bid. The total building construction cost will be \$456,397.00 and will be phased as funds become available.

RECOMMENDATION:

Award contract to Scissortail Construction, LLC for the Base bid in the amount of \$126,041.00.

PRESENTER:

Murali Katta, P.E., City Engineer.

Fiscal Impact

Budgeted Y/N: Y

Amount: \$126,041.00

Funding Source:

Capital Improvement Fund

Attachments

Canvass

FROM: Jenisha Oli
DATE: June 4, 2019

PAGE 1 OF 1

CANVASS OF BIDS
for
Meadowlake Golf Course Maintenance Building
Project Number M-1910C

<u>FIRM NAME AND ADDRESS</u>	<u>PRODUCT/SERVICE BID</u>	<u>PRICE</u>
Scissortail Construction, LLC.	Base Bid	\$ 126,041.00
2804 S Aspen Ave.	Alternate #1	\$ 140,064.00
Broken Arrow, OK 74012	Alternate #2	\$ 190,292.00

Bid meets or exceeds all major specifications: X YES NO
Bid meets or exceeds all minor specifications: X YES NO

DEVIATIONS: **Met the Specifications.**

Lambert Construction	Base Bid	\$ 184,000.00
2508 E 6th	Alternate #1	\$ 162,000.00
Stillwater, OK 74074	Alternate #2	\$ 251,000.00

Bid meets or exceeds all major specifications: X YES NO
Bid meets or exceeds all minor specifications: X YES NO

DEVIATIONS: **Met the Specifications.**

Redhawk Construction, Inc.	Base Bid	\$ 532,000.00
8409 Gateway Terrace	Alternate #1	\$ 297,000.00
Oklahoma City, OK 73149	Alternate #2	\$ 235,000.00

Bid meets or exceeds all major specifications: X YES NO
Bid meets or exceeds all minor specifications: X YES NO

DEVIATIONS: **Met the Specifications.**

RECOMMENDATION: Award contract to Scissortail Construction, for Base Bid, in the amount of \$126,041.00.

City Commission Meeting

7.1.

Meeting Date: 06/04/2019

Submitted By: William Gill, Asst City Attorney

SUBJECT:

APPROVE AN AGREEMENT BETWEEN THE CITY OF ENID AND THE TOWN OF LAHOMA FOR ANIMAL CONTROL SERVICES; AND EXECUTE SAID AGREEMENT.

BACKGROUND:

The purpose of this agreement is to provide assistance for animal control enforcement by the City of Enid for the Town of Lahoma. The Town of Lahoma will be invoiced two hundred and fifty dollars for each call, and Lahoma Police Officers will be allowed to bring stray animals to the City of Enid's animal shelter, at a cost of sixty-five dollars a day.

RECOMMENDATION:

Approve and execute the contract with the Town of Lahoma.

PRESENTER:

Lt. Warren Wilson, Enid Police Department.

Attachments

Lahoma Animal Control Agreement

**AGREEMENT FOR ASSISTANCE WITH
ANIMAL CONTROL ENFORCEMENT**

This Agreement is made on this ___ day of _____ 201___ by and between the Mayor and Board of Commissioners for the City of Enid, Oklahoma (“Enid”) and the Town Board of Trustees of the Town of Lahoma, Oklahoma (“Lahoma”), in consideration of the promises and representations made by each party to the other and other good and valuable consideration, receipt of which is hereby acknowledged, is hereby made to provide assistance for animal control enforcement by Enid for Lahoma.

WHEREAS, Enid and Lahoma are neighboring communities that share concerns about animal control and commerce;

WHEREAS, Enid has trained, professional animal control employees and Lahoma is in need of their assistance, from time to time;

WHEREAS, in the event of fire, calamity, code enforcement and other municipal issues the communities over the years have assisted each other and it is deemed prudent and responsible to provide for this Agreement in order to assist Lahoma in animal control matters;

The purpose of this agreement is to enable Enid to provide assistance to Lahoma regarding animal control issues.

- A. Duration: This agreement shall be in effect from the _____ day of _____ 201___ through the 30th day of June 2019. Thereafter, this Agreement shall automatically renew for up to ten (10) one (1) year successive periods corresponding with the parties’ fiscal year (July 1 through June 30) until either party elects to terminate the Agreement as provided herein.

- B. Scope of Agreement for Enid: Whenever dispatch for Enid receives a call from a Lahoma Police Officer requesting animal control assistance, dispatch for Enid shall call its animal control officers and report the Lahoma’s request. An appropriate response shall be made to such request for assistance, at a time, place and manner consistent with the work load that the Enid Animal Control Department is already performing for Enid, which works for Enid shall have priority over the work for Lahoma, excepting in the events of emergency. Whenever dispatch for Enid receives a call from a Lahoma resident or other person regarding Lahoma animal control issues, dispatch shall contact the Lahoma Police Department, which Lahoma Police Department shall investigate the issue and give such direction as appropriate. Among the work that will be performed by Enid for Lahoma is the following:
 - 1. Respond to calls regarding vicious or potentially dangerous animals and take appropriate action, including impoundment of such animals at the Facility and disposition of the animals as appropriate;

 - 2. The City of Enid will allow the Lahoma Police Officers to bring stray animals to the

Animal Control Facility located at 1200 S. 10th, Enid, Oklahoma 73701 at a cost of \$65.00 per animal. The \$65.00 will be used to give the animal a rabies shot and provide for a least three days of food and water or until Animal control officers can adopt the animal out.

3. Collect and retain all fees required to be paid at the Facility from owners of animals;
4. Invoice Lahoma the sum of \$250.00 for each call for services and invoice Lahoma for any stray animal brought to the Shelter by Lahoma Police Officers, together with any costs for veterinarian or euthanasia bills for animals impounded and held at the Facility;
5. Provide testimony, if required, at Lahoma court proceedings at actual cost to Enid.

Such Enid animal control officers shall conduct their services in the same nature and manner as if the services had occurred within the corporate limits of the City of Enid. While so serving, the animal control officers of Enid shall have the same powers and duties as though employed by Lahoma, and when so acting shall be deemed to be acting within their scope of employment of Lahoma, except that their salaries, insurance, workers compensation benefits and other benefits shall be provided in their regular manner by Enid.

C. Scope of Agreement for Lahoma: Lahoma shall:

1. Have their police officers write citations and prosecute complaints regarding violations of animal control ordinances for the Town;
2. Provide all required trapping services;
3. Initially investigate/take information regarding all animal control complaints made by their residents and direct calls to Enid Dispatch as appropriate;
4. Pay \$250.00 per call for service, reimburse costs for veterinarian or euthanasia bills, pay actual cost for all Enid officer time necessary for appearance at court hearings, each month, and within ten (10) days of the receipt of the invoice from Enid as provided hereinabove.

D. Meetings as Appropriate. Lahoma Police Officers and Enid Animal Control Officers and their supervisors, shall meet from time to time to better coordinate the services provided under this Agreement.

E. Liability for the conduct of the employees of each municipal corporation, acting within the course and scope of their employment while providing services under this Agreement shall be the obligation and duty of each respective municipal corporation employing such officers, and not the obligation and duty of the other contracting party.

- D. Assignments and Amendments: This agreement is not assignable or amendable except upon prior written consent of the parties.
- E. Governmental Tort Claims Act: Neither party hereto waives any defenses or rights available pursuant to the Governmental Tort Claims Act, Title 51 Section 151, et seq. of the Oklahoma Statutes, as amended, common law, statutes or constitutions of the United States, or the State of Oklahoma, by entering this Agreement.
- F. Termination: This agreement can be terminated at any time by either party without cause upon tendering a termination letter with a thirty (30) day notice to the other party.
- G. This agreement is authorized by 74 Okla. Stat. §1008(A) and will be not submitted to the Attorney General of the State of Oklahoma.

Entered into this ___ day of _____ 201__ by the City of Enid, Oklahoma, listed above.

THE CITY OF ENID, OKLAHOMA

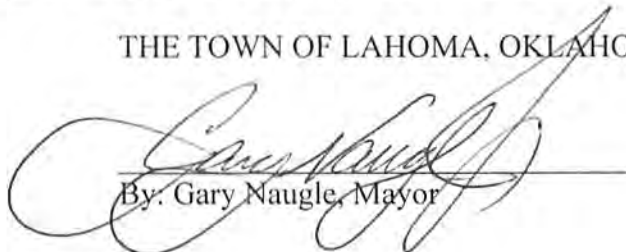
By: Bill Shewey, Mayor

(Seal)
ATTEST:

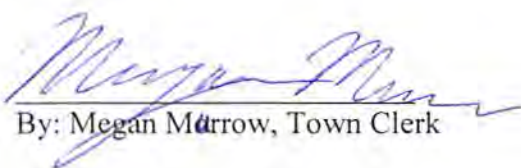
Alissa Lack, City Clerk

Approved into this 13TH day of MAY 2019 by the Town of Lahoma, Oklahoma, listed above.

THE TOWN OF LAHOMA, OKLAHOMA


By: Gary Naugle, Mayor

(Seal)
ATTEST:


By: Megan Morrow, Town Clerk

1. The first part of the document is a letterhead containing the name and address of the sender, followed by the recipient's name and address.

2. The second part of the document is the body of the letter, which contains the main message or information being conveyed.

3. The third part of the document is the closing, which typically includes a sign-off phrase such as "Sincerely" or "Respectfully," followed by the sender's name.

4. The fourth part of the document is the signature block, which contains the sender's handwritten signature and their printed name.

5. The fifth part of the document is the footer, which may include a date, a reference number, or other administrative information.

6. The sixth part of the document is the envelope, which is used to enclose the letter and provide a means of delivery.

7. The seventh part of the document is the postage stamp, which is used to indicate the cost of mailing the letter.

8. The eighth part of the document is the return address, which is printed on the envelope to allow the sender to be contacted if necessary.

9. The ninth part of the document is the recipient's name and address, which is printed on the envelope to ensure it reaches the intended destination.

10. The tenth part of the document is the sender's name and address, which is printed on the envelope to identify the sender.

[Handwritten signature]



[Handwritten signature]

City Commission Meeting

7.2.

Meeting Date: 06/04/2019

Submitted By: Sonya Key, Human Resources Director

SUBJECT:

APPROVE THE RENEWAL OF THE ADMINISTRATIVE SERVICES AGREEMENT BETWEEN THE CITY OF ENID AND BLUECROSS/BLUESHIELD OF OKLAHOMA FOR THIRD-PARTY ADMINISTRATION OF THE CITY OF ENID'S SELF-FUNDED EMPLOYEE HEALTH INSURANCE PLAN, COBRA ADMINISTRATION, AND STOP LOSS COVERAGE.

BACKGROUND:

The City of Enid is self-funded for its employee dental and health plans, but the plans are administered through a third party. For Fiscal Year 2019-2020, the service fee for BlueCross/Blue Shield (BC/BS) to administer the health plan is a net cost of \$25.35 per covered employee, per month and for dental claims processing is \$4.37 per covered employee. BC/BS's COBRA administration services have a \$75 a month administrative fee, with a \$10 charge per event. Additionally, the City of Enid purchases stop loss insurance to protect the health fund in the event total claims exceed 125% of projected claims (\$5,377,954) or an individual insured's claims exceed \$175,000. The renewal fee for individual stop loss is \$82.26 per employee, per month and \$5.68 aggregate per employee, per month. The cost of providing health and dental benefits is budgeted in the Health Fund, and off-set by employee and retiree health and dental premium contributions of approximately \$1.2 million annually.

RECOMMENDATION:

Renew Agreement.

PRESENTER:

Sonya Key, Human Resources Director

Attachments

ASO

Stop Loss Agreement

Benefit Program Application ("ASO BPA")

Applicable to Administrative Services Only (ASO) Group Accounts
administered by Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation,
a Mutual Legal Reserve Company, hereinafter referred to as "Claim Administrator" or "HCSC"

Group Status: Renewing ASO Account

Employer Account Number (6-digits): YN9836 Group Number(s): YN9836, DN9836 Section Number(s): YN9836:1001-1006, 2001-2006
DN9836:1001-1006

Legal Employer Name: The City of Enid

(Specify the Employer or the employee trust applying for coverage. Names of subsidiary or affiliated companies to be covered must be named below. AN EMPLOYEE BENEFIT PLAN MAY NOT BE NAMED)

ERISA Regulated Group Health Plan*: Yes No

Is your ERISA Plan Year* a period of 12 months beginning on the Anniversary Date specified below? Yes
If not, please specify your ERISA Plan Year*: Beginning Date ___/___/___ End Date ___/___/___ (month/day/year)

ERISA Plan Administrator*: _____ Plan Administrator's Address: _____

If you maintain that ERISA is not applicable to your group health plan, give legal reason for exemption:
Select legal reason ; if applicable, specify other: _____

Is your Non-ERISA Plan Year* a period of 12 months beginning on the Anniversary Date specified below? Yes
If not, please specify your Non-ERISA Plan Year*: Beginning Date ___/___/___ End Date ___/___/___ (month/day/year)

For more information regarding ERISA, contact your Legal Advisor.

*All as defined by ERISA and/or other applicable law/regulations

Effective Date of Coverage: (Month/Day/Year) 07 / 01 / 2019

Anniversary Date: (Month/Day/Year) 07 / 01 / 2020

Account Information

NO CHANGES SEE ADDITIONAL PROVISIONS

Standard Industry Code (SIC): 9111

Employer Identification Number (EIN): 736005197

Address: P.O. Box 1768

City: Enid

State: OK

ZIP: 73702-1768

Administrative Contact: Sonya Key

Title: HR Director

Email Address: skey@enid.org

Phone Number: (580) 234-4000 Ext. 7205

Fax: (580) 234-8946

Wholly Owned Subsidiaries:

Affiliated Companies:

(If Subsidiaries or Affiliated Companies listed above are to be covered, Employer hereby confirms that Employer and the listed Subsidiaries and/or Affiliates are treated as a single employer under Internal Revenue Code Section 414(b), (c) or (m).)

Blue Access for Employers (BAE) Contact: Sonya Key

(The BAE Contact is the Employee authorized by the Employer to access and maintain the Employer's account in BAE.)

Email Address: skey@enid.org

Phone Number: (580)234-0400
Ext. 7250

Fax Number: (580)234-8946

The Employer or other company listed in this BPA is a public entity or governmental agency/contractor

Producer of Record

NO CHANGES SEE ADDITIONAL PROVISION

Effective: 07/01/2019

If applicable, the below-named producer(s) or agency(ies) is/are recognized as the Employer's Producer of Record (POR) to act as representative in negotiations with and to receive commissions from Blue Cross and Blue Shield of Oklahoma, a division of Health Care Service Corporation (HCSC), a Mutual Legal Reserve Company, and HCSC subsidiaries for Employer's employee benefit programs. This statement rescinds any and all previous POR appointments for the Employer. The POR is authorized to perform membership transactions on behalf of the Employer. This appointment will remain in effect until withdrawn or superseded in writing by Employer.

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except with written permission of Claim Administrator.

Are commissions to be paid? Yes No

Producer or Agency to whom commissions are to be paid*: Holmes, Murphy, & Associates

Tax ID Number (TIN) of Producer or Agency: 420985055 Producer #: 002736000

NPN:

Address: 12712 Park Central Drive Suite 100

City: Dallas

State: TX

ZIP: 75251

Phone: (214) 265-6658

Fax: (214) 346-6799

Email: myoung@holmesmurphy.com

Is Producer/Agency appointed with HCSC in Oklahoma? Yes No

Commissions:

PCPM \$ Does a Monthly Cap Apply Yes No \$ (If cap is annual, divide by twelve)

Flat \$ Does a Monthly Cap Apply Yes No \$ (If cap is annual, divide by twelve)

Percentage of Stop Loss: % Fees Single: \$ Family: \$ Aggregate: \$

* The Producer or agency name(s) above to whom commissions are to be paid must exactly match the name(s) on the appointment application(s).

Additional Comments: _____

Schedule of Eligibility

NO CHANGES SEE ADDITIONAL PROVISIONS

Employer has made the following eligibility decisions

1. Eligible Person means:

A full-time employee of the Employer.

A full-time employee of the Employer who is a member of: _____ (name of union)

A part-time employee of the Employer.

A retiree of the Employer. Define criteria:

Other: A regular, full time active Employee working 40 hours or more hours per week. A person under age 65 who was covered as a retiree under the Employee health benefit plan is effective immediately preceding the Plan Effective date.

Are any classes of employees to be excluded from coverage? Yes No

If yes, please identify the classes and describe the exclusion: _____

2. Employee Definition

Full-Time Employee means:

A person who is regularly scheduled to work a minimum of 40 hours per week and who is on the permanent payroll of the Employer.

Other:

Part-Time Employee means:

A person who is regularly scheduled to work a minimum of _____ hours per week and who is on the permanent payroll of the Employer.

Other:

3. The Effective Date of termination for a person who ceases to meet the definition of Eligible Person:

The date such person ceases to meet the definition of Eligible Person.

The last day of the calendar month in which such person ceases to meet the definition of an Eligible Person.

Other: Coverage is terminated for both dental and medical on the final day of the month in which a premium deduction is last withheld, however, retirees are eligible to continue coverage on the medical plan. *Retirees are not eligible for dental coverage unless they elect Cobr

4. Select an effective date rule for a person who becomes an Eligible Person after the Effective Date of the Employer's health care plan? (The effective date must not be later than the 91st calendar day after the date that a newly eligible person becomes eligible for coverage, unless otherwise permitted applicable by law)

The date of employment.

The _____ day of employment.

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except with written permission of Claim Administrator.

- The day of the month following month(s) of employment.
- The day of the month following days of employment.
- The day of the month following the date of employment.
- Other: The date of eligibility for coverage is the date of employment for Department Heads and Administrative Staff. Eligibility for non -Department Heads and Admin is the Date they complete 90 days of employment.

Is the waiting period requirement to be waived on initial group enrollment? Yes No

Are there multiple new hire waiting periods? Yes No

If yes, please attach eligibility and contribution details for each section.

5. Domestic Partners covered: Yes No

If yes: a Domestic Partner is eligible to enroll for coverage

If yes, are Domestic Partners eligible for continuation of coverage? Yes No

If yes, are dependents of Domestic Partners eligible to enroll for coverage? Yes No

If yes, are dependents of Domestic Partners eligible for continuation of coverage? Yes No

The Employer is responsible for providing notice of possible tax implications to those Covered Employees with coverage for Domestic Partners.

6. Limiting Age for covered children: Twenty-six (26) years, regardless of presence or absence of a child's financial dependency, residency, student status, employment status, marital status, eligibility for other coverage, or any combination of those factors. Other:

7. Termination of coverage upon reaching the Limiting Age:

The last day of coverage is the day prior to the birthday.

The last day of coverage is the last day of the month in which the limiting age is reached.

The last day of coverage is the last day of the billing month.

The last day of coverage is the last day of the year (12/31) in which the limiting age is reached.

The last day of coverage is the day prior to the Employer's Anniversary Date.

Automatically cancel dependents when they reach the day their coverage terminates

Yes No

Will coverage for a child who is medically certified as disabled and dependent on the employee terminate upon reaching the limiting age even if the child continues to be both disabled and dependent on the employee?

Yes No

However, such coverage shall be extended in accordance with any applicable federal or state law. *The Employer will notify HCSC of such requirements.*

8. Will extension of benefits due to temporary layoff, disability or leave of absence apply?

Yes (specify number of days below) No

Temporary Layoff: days Disability: 6 months days Leave of Absence: 6 months days

However, benefits shall be extended for the duration of an Eligible Person's leave in accordance with any applicable federal or state law. The Employer will notify HCSC of such requirements.

9. Enrollment:

Special Enrollment: An Eligible Person may apply for coverage, Family coverage or add dependents within thirty-one (31) days of a Special Enrollment qualifying event if he/she did not previously apply prior to his/her Eligibility Date or when otherwise eligible to do so. Such person's Coverage Date, Family Coverage Date, and/or dependent's Coverage Date will be the effective date of the qualifying event or, in the event of Special Enrollment due to marriage or termination of previous coverage, then no later than the first day of the Plan Month following the date of receipt of the person's application of coverage.

An Eligible Person may apply for coverage within sixty (60) days of a Special Enrollment qualifying event in the case either of a loss of coverage under Medicaid or a state Children's Health Insurance program, or eligibility for group coverage where the Eligible Person is deemed qualified for assistance under a state Medicaid or CHIP premium assistance program.

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except with written permission of Claim Administrator.

Late Enrollment: An Eligible Person may apply for coverage, family coverage or add dependents if he/she did not apply prior to his/her Eligibility Date or did not apply when eligible to do so. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be a date mutually agreed to by the Claim Administrator and the Employer.

- Annual open enrollment – late applicant may apply during open enrollment and be subject to the late applicant provisions.
- Late applicants may apply at any time – coverage effective date is determined by the receipt date and the off cycle allowed rules.

Open Enrollment: An Eligible Person may apply for coverage, family coverage or add dependents if he/she did not apply prior to his/her Eligibility Date or did not apply when eligible to do so, during the Employer's Open Enrollment Period. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be a date mutually agreed to by the Claim Administrator and the Employer. Such date shall be subsequent to the Open Enrollment Period.

Specify Open Enrollment Period: May/June

10. * Does COBRA Auto Cancel apply? Yes No

Member's COBRA/Continuation of Coverage will be automatically cancelled at the end of the member's eligibility period.

***Not recommended for accounts with automated eligibility*

Lines of Business (Check all applicable services)	<input checked="" type="checkbox"/> NO CHANGES <input type="checkbox"/> See Additional Comments
<p><u>Medical Plan Services:</u></p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Blue Choice PPO <input type="checkbox"/> Blue Traditional (In and Out of Network Benefits) <input type="checkbox"/> BlueOptions <input type="checkbox"/> BlueOptions Select PPO <input checked="" type="checkbox"/> Blue Preferred <input type="checkbox"/> Blue Distinction® Flexible Network <input type="checkbox"/> Out of Area (Traditional) <p><u>Additional Services:</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Blue Care Connection® <input checked="" type="checkbox"/> Wellbeing Management <input type="checkbox"/> Wellness Incentives <input type="checkbox"/> Health Advocacy Solutions <input checked="" type="checkbox"/> Well onTarget® <input type="checkbox"/> Blue Directions (Private Exchange) <i>(If selected, the Blue Directions Addendum is attached and made a part of the Agreement.)</i> <input type="checkbox"/> Limited Fiduciary Services for Claims and Appeals <input type="checkbox"/> Other Blue Distinction® Total Care + <input type="checkbox"/> Other Select Product <input type="checkbox"/> Other Select Product <input type="checkbox"/> Other Select Product 	<p><u>Consumer Driven Health Plan:</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Blue Edge (HCA) <i>(If selected, complete separate HCA BPA)</i> <input type="checkbox"/> Blue Edge (HSA) (vendor: Select Vendor) <input type="checkbox"/> Blue Edge FSA (vendor: Select Vendor) <p><u>Prescription Drugs:</u> <i>(If selected, the PBM Fee Schedule Addendum must be attached and is part of this BPA)</i></p> <p>Pharmacy Network:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Traditional Select Network <input checked="" type="checkbox"/> Advantage Network <input type="checkbox"/> Preferred Network <input type="checkbox"/> Elite Network <input type="checkbox"/> Network on PBM Fee Schedule Addendum <p>Drug List: Performance Drug List</p> <p>Other (please specify): _____</p> <p><u>Ancillary Services:</u></p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Dental Plan Services <input type="checkbox"/> Vision Plan Services <input checked="" type="checkbox"/> Stop Loss Coverage <i>(if selected, complete separate Exhibit to the Stop Loss Coverage Policy)</i> <input type="checkbox"/> Dearborn National Life Insurance <i>(if selected, complete separate Life application)</i>

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except with written permission of Claim Administrator.

<input checked="" type="checkbox"/> Other BlueOption changing to a two plan option of HDHP with an HSA <input type="checkbox"/> Other	<input checked="" type="checkbox"/> COBRA Administrative Services (if selected, complete separate COBRA Administrative Services Addendum)
--	---

FEE SCHEDULE

Payment Specifications **NO CHANGES** **SEE ADDITIONAL PROVISIONS**

Employer Payment Method: Online Bill Pay Electronic Auto Debit Check
Employer Payment Period: Weekly (cannot be selected if Check is selected as payment method above)
 Semi Monthly Monthly
Claim Settlement Period: Monthly
Run-Off Period: Employer payments are to be made for 12 months following end of Fee Schedule Period.
 Standard is twelve (12) months.
Fee Schedule Period: To begin on Effective Date of Coverage and continue for 12 months. If other than 12 months,
 please specify: Months.

Administrative Per Employee per Month (PEPM) Charges

	Medical	Dental		
Administrative Fee	\$ <u>57.43</u>	\$ _____	\$ _____	\$ _____
Dental	\$ _____	\$ <u>4.37</u>	\$ _____	\$ _____
Limited Fiduciary Services	\$ _____	\$ _____	\$ _____	\$ _____
*Rebate Credit for the Prescription Drug Program	\$ <u>(32.08)</u>	\$ _____	\$ _____	\$ _____
Commissions	\$ _____	\$ _____	\$ _____	\$ _____
Outpatient Imaging Management Services	\$ _____	\$ _____	\$ _____	\$ _____
Management of the Virtual Visits Program	\$ <u>.52</u>	\$ _____	\$ _____	\$ _____
Wellbeing Management	\$ _____	\$ _____	\$ _____	\$ _____
Health Advocacy Solutions	\$ _____	\$ _____	\$ _____	\$ _____
Other: Select Service Category List Service: _____	\$ _____	\$ _____	\$ _____	\$ _____
Other: Select Service Category List Service: _____	\$ _____	\$ _____	\$ _____	\$ _____
Other: Select Service Category List Service: _____	\$ _____	\$ _____	\$ _____	\$ _____
Miscellaneous: _____	\$ _____	\$ _____	\$ _____	\$ _____
Miscellaneous: _____	\$ _____	\$ _____	\$ _____	\$ _____
Total	\$ <u>25.35</u>	\$ <u>4.37</u>	\$ _____	\$ _____

*The Rebate Credit is a per Covered Employee per month credit applied to the monthly billing statement. The Employer and Claim Administrator have agreed to the Rebate Credit and Employer agrees that it and its group health plan have no right to, or legal interest in, any portion of the rebates, either under the pharmacy benefit or the medical benefit, actually provided by the Pharmacy Benefit Manager (PBM) to Claim Administrator and consents to Claim Administrator's retention

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of all such rebates. The Rebate Credit will be provided from Claim Administrator's own assets and may or may not equal the entire amount of rebates actually provided to Claim Administrator by the PBM or expected to be provided. Rebate Credits shall not continue after termination of the Prescription Drug Program. Employer agrees that any provision in the governing Administrative Services Agreement to the contrary is hereby superseded.

Administrative Line Item Charges	Frequency	Amount
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Total:		\$ _____

Other Service and/or Program Fee(s)	<input checked="" type="checkbox"/> NO CHANGES	<input type="checkbox"/> SEE ADDITIONAL PROVISIONS
Not applicable to Grandfathered Plans		
External Review Coordination: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, coordination fee: \$700 for each external review requested by a Covered Person that the Claim Administrator coordinates for the Employer in relation to the Employer's Plan. Employer elects for external reviews to be performed under the Federal Affordable Care Act external review process.		
Reimbursement Service: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes: The Employer has elected to utilize the reimbursement service offered by the Claim Administrator, the Corporate Reimbursement Subrogation department. It is understood and agreed that in the event the Claim Administrator makes a recovery on a third-party liability claim, the Claim Administrator will retain 25% of any recovered amounts other than recovered amounts received as a result of or associated with any Workers' Compensation Law.		
Claim Administrator's Third Party Recovery Vendors and Law Firms (other than Reimbursement Services): Employer will pay no more than 25% of any recovered amount made by Claim Administrator's Third Party Recovery Vendor. Employer will pay no more than 35% of any recovered amount made by Claim Administrator's third party law firm.		
Alternative Compensation Arrangements: Employer acknowledges and agrees that Claim Administrator has Alternative Compensation Arrangements with contracted Providers, including but not limited to Accountable Care Organizations and other Value Based Programs. Further information concerning Employer's payment for Covered Services under such Arrangements is described in the Administrative Services Agreement.		
Virtual Visits Program: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, Covered Persons would be able to obtain certain Covered Services remotely via video or audio only (where available) capability from Providers participating in the Virtual Visit program.		
Termination Administrative Charge		
As applies to the Run-Off Period indicated in the Payment Specifications section above: <ol style="list-style-type: none"> i. For service charges (including, but not limited to, access fees) billed on a per Covered Employee basis at the time of termination of the Agreement or partial termination of Covered Employees, the Termination Administrative Charge will be the amount equal to ten percent (10%) of the annualized charges based on the service 		

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charges in effect as of the termination date or date of partial termination and the Plan participation of the two (2) months immediately preceding the termination date or date of partial termination. Such aggregate amount will be due the Claim Administrator within ten (10) days of the Claim Administrator's notification to the Employer of the Termination Administrative Charge described herein.

- ii. **For service charges (including, but not limited to, access fees) billed on a basis other than per Covered Employee at the time of termination of the Agreement or partial termination of Covered Employees,** the Termination Administrative Charge will be such service charges in effect at the time of termination of the Agreement or partial termination of Covered Employees to be applied and billed by the Claim Administrator, and paid by the Employer, in the same manner as prior to termination of the Agreement or partial termination of Covered Employees.

The Termination Administrative Charge applicable to the Run-Off Period shall be equal to the sum of the amounts obtained by multiplying the total number of Covered Employees by category (*per Covered Employee per individual or family composite*) during the three (3) months immediately preceding the date of termination by the appropriate factors shown below.

Service				
Medical Run-off Administration Charge:	\$25.52	\$_____	\$_____	\$_____
Dental Run-off Administration Charge	\$_____	\$_____	\$_____	\$_____
Miscellaneous	\$_____	\$_____	\$_____	\$_____
Miscellaneous	\$_____	\$_____	\$_____	\$_____
Total:	\$25.52	\$_____	\$_____	\$_____

Other Provisions **NO CHANGES** **SEE ADDITIONAL PROVISIONS**

1. Summary of Benefits & Coverage:
 - a. Will Claim Administrator create Summary of Benefits & Coverage (SBC):
 - Yes. Please answer question b. The SBC Addendum is attached.
 - No. If No, then skip question b and refer to the Administrative Services Agreement for further information.
 - b. Will Claim Administrator distribute Summary of Benefits & Coverage (SBC) to participants and beneficiaries?
 - No. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Agreement) and provide SBC to Employer in electronic format. Employer will then distribute SBC to participants and beneficiaries (or hire a third party to distribute) as required by law.
 - Yes. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Agreement) and provide SBC to Employer in electronic format. Employer will then distribute to participants and beneficiaries as required by law, except that Claim Administrator will send the SBC in response to the occasional request received directly from individuals.
 - Yes. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Agreement) and distribute SBC to participants and beneficiaries via regular hardcopy mail or electronically. Distribution Fee for hardcopy mail is \$1.50 per package. The distribution fee will not apply to SBCs that Claim Administrator sends in response to the occasional request received directly from individuals.
2. Does the Employer direct Claim Administrator to provide written statements of creditable coverage to its Covered Employees who reside, or have enrolled dependents who reside, in Massachusetts and file electronic reports to the Massachusetts Department of Revenue in a manner consistent with the requirements under the Massachusetts Health Care Reform Act? Yes No

If no: The Employer acknowledges it will provide written statements and electronic reporting to the Massachusetts Department of Revenue as required by the Massachusetts Health Care Reform Act.
3. Case Management Program: Yes No *The undersigned representative authorizes provision of alternative benefits for services rendered to Covered Persons for Utilization Management, Case Management, and other health care management programs.*

4. Employer acknowledges and agrees to utilize Claim Administrator's standard list of services and supplies for which pre-notification or preauthorization is required: Yes No If no, Employer authorizes Claim Administrator to post Employer's pre-notification or preauthorization requirements on Claim Administrator's Website: Yes No

5. Essential Health Benefits ("EHB") Election:

Employer elects EHBs based on the following:

1. EHBs based on a HCSC state benchmark: Illinois Oklahoma Montana Texas New Mexico

2. EHBs based on benchmark of a state other than IL, MT, NM, OK and TX

If so, indicate the state's benchmark that Employer elects: ____

3. Other EHB, as determined by Employer

In the absence of an affirmative selection by Employer of its EHBs, then Employer is deemed to have elected the EHBs based on the Oklahoma benchmark plan.

6. This ASO BPA is binding on both parties and is incorporated into and made a part of the Administrative Services Agreement with both such documents to be referred to collectively as the "Agreement" unless specified otherwise.

7. Producer/Consultant Compensation

The Employer acknowledges that if any producer/consultant acts on its behalf for purposes of purchasing services in connection with the Employer's Plan under the Administrative Services Agreement to which this ASO BPA is attached, the Claim Administrator may pay the Employer's producer/consultant a commission and/or other compensation in connection with such services under the Agreement. If the Employer desires additional information regarding commissions and/or other compensation paid the producer/consultant by the Claim Administrator in connection with services under the Agreement, the Employer should contact its producer/consultant.

Additional Provisions: BCBSOK will provide a one-time wellness credit of \$50,000, contingent upon renewal of all business lines, for the twelve-month period beginning on the Contract Effective Date, to be used to cover costs and expenses associated with implementation and/or operation of a wellness program. If Employer cancels coverage before expiration of the policy period, Employer will be required to refund BCBSOK the full amount of the wellness credit.

Signature

Proprietary and Confidential Information of Claim Administrator
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Annie Hickerson

Sales Representative

403 (405) 316-7138

District Phone & FAX Numbers

Producer Representative

Holmes, Murphy, and Associates

Producer Firm

12712 Park Central Drive Suite 100
Dallas, TX 75251

Producer Address

(214) 265-6658

Producer Phone & FAX Numbers

Producer Email Address

420985055

Tax I.D. No.

Signature of Authorized Employer Representative

Print Name

Title

Date

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PROXY

The undersigned hereby appoints the Board of Directors of Health Care Service Corporation, a Mutual Legal Reserve Company, or any successor thereof ("HCSC"), with full power of substitution, and such persons as the Board of Directors may designate by resolution, as the undersigned's proxy to act on behalf of the undersigned at all meetings of members of HCSC (and at all meetings of members of any successor of HCSC) and any adjournments thereof, with full power to vote on behalf of the undersigned on all matters that may come before any such meeting and any adjournment thereof. The annual meeting of members is scheduled to be held each year in the corporate headquarters on the last Tuesday of October at 12:30 p.m. Special meetings of members may be called pursuant to notice provided to the member not less than thirty (30) nor more than sixty (60) days prior to such meetings. This proxy shall remain in effect until revoked in writing by the undersigned at least twenty (20) days prior to any meeting of members or by attending and voting in person at any annual or special meeting of members.

From time to time, HCSC pays indemnification or advances expenses to directors, officers, employees or agents consistent with HCSC's bylaws then in force and as otherwise required by applicable law.

Group No.: YN9836, By: _____
DN9836 _____
Print Signer's Name Here
➔ _____
Signature and Title

Group Name: The City of Enid
Address: P.O. Box 1768
City: Enid State: OK ZIP: 73702-
1768

Dated this _____ day of _____
Month Year

Proprietary and Confidential Information of Claim Administrator

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BlueCross BlueShield of Oklahoma



EXHIBIT TO THE STOP LOSS COVERAGE POLICY

Employer Group Name: The City of Enid
Employer Group Address: P.O. Box 1768
City: Enid State of Situs: OK Zip Code: 73702-1768
Account Number: YN9836
Employer Group Number(s): YN9836
Current Effective Date of Policy: 07/01/2019
Current Policy Period: These specifications are for the Policy Period commencing on 07/01/2019 and ending on 06/31/2020
Claim Administrator: Blue Cross Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company.

The specifications below shall become effective on the first day of the Policy Period specified above and shall continue in full force and effect until the earliest of the following dates: (1) The last day of the Policy Period; (2) The date the Policy terminates; or (3) The date this Exhibit is superseded in whole or in part by a later executed Exhibit.

A. Aggregate Stop Loss Coverage: [X] Yes [] No

If yes, complete items 1. through 9. below.

1. [] New Coverage [X] Renewal of Existing Coverage

2. Stop Loss Coverage during the current Policy Period:

[] New Coverage (Select one from below):

[] Incurred and paid during the Policy Period: Claims incurred and paid from ____ to ____

[] Incurred with Run-Out: Claims incurred from ____ to ____ and Claims paid from ____ to ____

[] Run-in coverage: Claims incurred from ____ to ____ and Claims paid from ____ to ____

[X] Renewal of Existing Coverage:

[X] Claim Administrator's Claims: Claims incurred on or after the original Effective Date of Policy and paid during the Policy Period.

[] Incurred with Run-Out: Claims incurred from ____ to ____ and Claims paid from ____ to ____

3. Aggregate Stop Loss Coverage shall apply to:

- Medical Claims Vision Claims
- Outpatient Prescription Drug Claims with Company's Pharmacy Benefit Manager
- Outpatient Prescription Drug Claims with Policyholder's Pharmacy Benefit Manager: _____
- Dental Claims
- For Hospital Employer Groups only: Excludes _____% of Home Hospital Medical claims
- Other (please specify): _____

4. Average Claim Value: \$966.91 : (per Employee per month)

- Includes Claim Administrator's Provider Access Fee
- Excludes Claim Administrator's Provider Access Fee

Attachment Factor: 125% [110% - 125%] of the Average Claim Value

5. Aggregate Attachment Claim Liability:

a. Employer's Claim Liability for each Policy Period shall be the sum of the Monthly amounts obtained by multiplying the number of Coverage Units for each Month by the following factor(s):

\$1,208.64 for each Coverage Unit

\$1,208.64 for each Family Coverage Unit

Please use the continuous text field directly below for any other structure (leaving the fields above blank). Note: you can use the "return" key to create additional rows, if needed.

6. Aggregate Stop Loss Coverage includes coverage of Run-Off Paid Claims: Yes No

Run-Off Attachment Claim Liability Factors:

Employer's Run-Off Claim Liability shall be an amount equal to 15% of the annualized Employer Claim Liability based on the participation of the two (2) calendar months immediately preceding termination. Settlement for the final accounting period will be described in the section of the Policy entitled SETTLEMENTS.

7. Aggregate Stop Loss Claims

a. The amount of Paid Claims during the current Policy Period, less Individual (Specific) Stop Loss Claims if any, that exceed the Aggregate Point of Attachment. The Aggregate Point of Attachment shall equal the sum of the Employer's Claim Liability amounts calculated Monthly as described in item A.5.a. above for the current Policy Period. However, for the current Policy Period the minimum Aggregate Point of Attachment shall be \$5,377,954.

b. The following applies if the answer to item A.6. above is "Yes." (Aggregate Stop Loss Coverage includes coverage of Run-Off Paid Claims):

In the event of termination at the end of the current Policy Period, Aggregate Stop Loss Coverage shall equal the amount of Final Settlement Paid Claims that exceed the Final Settlement Aggregate Point of Attachment. Final Settlement Paid Claims shall equal the sum of the Paid Claims during the Final Policy Period and the Paid Claims during the Run-Off Period, less Individual (Specific) Stop Loss Claims, if any. The Final Settlement Point of Attachment shall equal the sum of the Employer's Claim Liability amount for the Final Policy Period and the Employer's Run-Off Claim Liability calculated as described in items A.5. and A.6. above. However, for the Final Settlement Period the minimum Aggregate Point of Attachment shall be the minimum Aggregate Point of Attachment in item A.7.a. above increased by 15%.

c. The amount of "Run-in" Claims that is excluded from Individual (Specific) Stop Loss Coverage in item B.2. is also not eligible for Aggregate Stop Loss Coverage.

8. Stop Loss Premium (Select one):

Annual Premium (Due on the first day of the current Policy Period): \$_____.

The following applies if the answer to item A.6. above is "Yes." (Aggregate Stop Loss Coverage includes coverage of Run-Off Paid Claims): In the event of termination at the end of the current Policy Period, an additional premium amount equal to 15% of the Annual Premium will be due within ten (10) calendar days of receipt of the billing.

Monthly Premium shall be equal to the amounts obtained by multiplying the number of Coverage Units for a particular Month by:

\$5.68 for each Coverage Unit

\$5.68 for each Family Coverage Unit

Please use the continuous text field directly below for any other structure (leaving the fields above blank). Note: you can use the "return" key to create additional rows, if needed.

The following applies if the answer to item A.6. above is "Yes." (Aggregate Stop Loss Coverage includes coverage of Run-Off Paid Claims):

In the event of termination at the end of the current Policy Period, an additional premium amount equal to 15% of the annualized Premium based on the participation of the two (2) months immediately preceding termination will be due within ten (10) calendar days of receipt of the billing.

9. The premium is based upon a current membership of 151 Employee Coverage Units and 261 Family Coverage Units.

B. Individual (Specific) Stop Loss Coverage: Yes No

If yes, complete items 1. through 6. below.

1. New Coverage Renewal of Existing Coverage

2. Stop Loss Coverage during the current Policy Period:

New Coverage (Select one from below):

Incurred and paid Claims incurred and paid from _____ to _____ during the Policy Period:

Incurred with Run-Out: Claims incurred from _____ to _____
and Claims paid from _____ to _____

Run-in coverage: Claims incurred from _____ to _____
and Claims paid from _____ to _____

If coverage is for claims incurred prior to the effective date of the Policy and paid by Policyholder's prior claim administrator, then such claims must be reported by the Policyholder to the Company (Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company) and paid by the Policyholder's prior claim administrator by the end of the current Policy Period.

Renewal of Existing Coverage:

Claim Administrator's Claims: Claims incurred on or after the original Effective Date of Policy and paid during the Policy Period.

Incurred with Run-Out: Claims incurred from _____ to _____
and Claims paid from _____ to _____

3. Individual (Specific) Stop Loss Coverage shall apply to:

- Medical Claims Vision Claims
 Outpatient Prescription Drug Claims with Company's Pharmacy Benefit Manager
 Outpatient Prescription Drug Claims with Policyholder's Pharmacy Benefit Manager: _____
 Dental Claims
 For Hospital Employer Groups only: Excludes _____% of Home Hospital Medical claims
 Other (please specify): _____

4. Individual (Specific) Stop Loss Claims

For each other Covered Person:

- a. The amount of Paid Claims during the current Policy Period in excess of the Individual Point of Attachment of \$175,000 per Covered Person. Such amount shall apply for the current Policy Period.
Point of Attachment: Includes Claim Administrator's Provider Access Fee
 Excludes Claim Administrator's Provider Access Fee
- b. Employer's Claim Liability equals the sum of Paid Claims for a Covered Person during the current Policy Period up to the Point of Attachment specified in item b.4.a. above.

5. Individual Stop Loss Coverage includes coverage of Run-Off Paid Claims: Yes No

The following applies if the answer to item B.5. above is "Yes" (Individual (Specific) Stop Loss Coverage includes coverage of Run-Off Paid Claims):

- a. In the event of termination at the end of the current Policy Period, Individual (Specific) Stop Loss Coverage shall equal the amount of Final Settlement Paid Claims that exceed the Point of Attachment specified in item B.4. above. Final Settlement Paid Claims shall equal the sum of Paid Claims for a Covered Person during the Final Policy Period and the Run-Off Period (beginning on _____ and ending on _____).
- b. In the event of termination at the end of the current Policy Period, Employer's Final Settlement Claim Liability equals the sum of Paid Claims for a Covered Person during the Final Policy Period and Run-Off Period up to the Point of Attachment specified in item B.4.a. above.

Settlements for the final accounting period will be described in the section of the Policy entitled SETTLEMENTS.

6. Stop Loss Premium (select one):

- Annual Premium (Due on the first day of the current Policy Period): \$_____.
 Monthly Premium shall be equal to the amounts obtained by multiplying the number of Coverage Units for a particular Month by:

\$82.26 for each Coverage Unit

\$82.26 for each Family Coverage Unit

The following applies if the answer to item B.5. above is "Yes" (Individual (Specific) Stop Loss Coverage includes coverage of Run-Off Paid Claims): In the event of termination at the end of the current Policy Period, an additional premium amount equal to 20% of the annualized Premium based on the participation of the two (2) months immediately preceding termination will be due within ten (10) calendar days of the billing.

7. The premium is based upon a current membership of 151 Coverage Units and 261 Family Coverage Units.

Additional Provisions: *SK 5-22-19*

Retirees Covered: Yes No

The undersigned person represents that he/she is authorized and responsible for purchasing Stop Loss Coverage on behalf of the Employer Group. It is understood that the actual terms and conditions of coverage are those contained in this Exhibit and the Stop Loss Coverage Policy into which this Exhibit shall be incorporated at the time of acceptance by Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company ("HCSC"). Upon acceptance, HCSC shall issue a Stop Loss Coverage Policy to the Employer Group. Upon acceptance of this Exhibit and issuance of the Stop Loss Coverage Policy, the Employer shall be referred to as the "Policyholder."

Annie Hickerson

Sales Representative

Signature of Authorized Purchaser

Sam Gigliotta

Name of Underwriter

Title of Authorized Purchaser

Date

INTERNAL USE ONLY	Date Exhibit approved by Underwriting: Name of Underwriter:
-------------------	--

City Commission Meeting

7.3.

Meeting Date: 06/04/2019

Submitted By: Kelley Munkres, Administrative Assistant

SUBJECT:

AWARD THE PURCHASE OF ONE 2020 FORD F-550 CHASSIS WITH AN ARTICULATING TELESCOPIC AERIAL DEVICE FOR THE PUBLIC WORKS DIVISION, FROM ALTEC INDUSTRIES, INC., CORYDON, INDIANA, IN THE AMOUNT OF \$154,987.00; AND EXECUTE PURCHASE DOCUMENTS.

BACKGROUND:

The Capital Replacement Fund is projected to complete the current fiscal year within budgeted appropriations and has available funds to support the purchase of a new bucket truck for the Public Works Division. Sourcewell Purchasing Contract #012418-ALT with Altec Industries, Inc., provided the following quote:

Telescopic Aerial Device with Material Handling, 41' w/ options	\$143,909.00
2020 Ford F550 Extended Cab Option	\$7,938.00
Delivery	\$3,140.00
Total:	\$154,987.00

RECOMMENDATION:

Award purchase to Altec Industries, Inc. in the amount of \$154,987.00

PRESENTER:

Everett Glenn, Public Works Director

Fiscal Impact

Budgeted Y/N: N

Amount: \$154,987.00

Funding Source:

General Fund Capital Replacement

Attachments

Ford F550 Chassis Specs

Aerial Device Specs

Altec Quote

Sourcewell Contract



ALTEC
2075 Edsel Ln, Corydon, Indiana, 471122168

Customer Proposal

Prepared for:

Jonathan Dover
Altec Industries

Prepared by:

Teddi Serna

Date: 05/16/2019

Vehicle: 2019 F-550 Chassis XLT
4x4 SD Super Cab 192" WB DRW

Quote ID: 191281





Selected Equipment & Specs

Dimensions

- * Exterior length: 277.4"
- * Exterior width: 80.0"
- * Wheelbase: 192.0"
- * Rear track: 74.0"
- * Rear tire outside width: 93.9"
- * Front legroom: 43.9"
- * Front headroom: 40.8"
- * Front hiproom: 62.5"
- * Front shoulder room: 66.7"
- * Passenger volume: 116.0cu.ft.
- * Maximum cargo volume: 31.6cu.ft.
- * Cab to axle: 84.0"
- * Exterior height: 81.8"
- * Front track: 74.8"
- * Turning radius: 27.1'
- * Min ground clearance: 8.2"
- * Rear legroom: 33.5"
- * Rear headroom: 40.3"
- * Rear hiproom: 64.7"
- * Rear shoulder room: 65.8"
- * Cargo volume: 31.6cu.ft.

Powertrain

- * Powerstroke 330hp 6.7L OHV 32 valve intercooled turbo V-8 engine with diesel direct injection federal
- * Part-time
- * Fuel Economy Cty: N/A
- * Transmission PTO provision
- * Recommended fuel : diesel
- * TorqShift 6 speed automatic transmission with overdrive
- * Limited slip differential
- * Fuel Economy Highway: N/A

Suspension/Handling

- * Front Mono-beam non-independent suspension with anti-roll bar, HD shocks
- * Firm ride Suspension
- * Front and rear 19.5 x 6 argent steel wheels
- * Dual rear wheels
- * Rear DANA 130 rigid axle leaf spring suspension with anti-roll bar, HD shocks
- * Hydraulic power-assist re-circulating ball Steering
- * LT225/70SR19.5 GBSW M+S front and rear tires

Body Exterior

- * 4 doors
- * Reverse opening right rear passenger
- * Turn signal indicator in mirrors
- * Chrome bumpers
- * Clearcoat paint
- * 2 front tow hook(s)
- * Reverse opening left rear passenger
- * Driver and passenger power remote heated, manual folding door mirrors with turn signal indicator
- * Black door mirrors
- * Trailer harness
- * Front and rear 19.5 x 6 wheels

Convenience

- * Manual air conditioning with air filter
- * Power windows
- * Driver and passenger 1-touch down
- * Manual tilt steering wheel
- * Day-night rearview mirror
- * 911 Assist emergency SOS
- * 2 1st row LCD monitors
- * Dual visor mirrors
- * Driver and passenger door bins
- * Upfitter switches
- * Cruise control with steering wheel controls
- * Driver and passenger 1-touch up
- * Remote power door locks with 2 stage unlock and illuminated entry
- * Manual telescopic steering wheel
- * Internet access
- * Wireless phone connectivity
- * Front and rear cupholders
- * Full overhead console
- * Rear door bins

Seats and Trim

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Selected Equipment & Specs (cont'd)

- * Seating capacity of 6
- * 4-way driver seat adjustment
- * 4-way passenger seat adjustment
- * 60-40 folding rear split-bench seat
- * Metal-look instrument panel insert
- * Front 40-20-40 split-bench seat
- * Manual driver lumbar support
- * Centre front armrest with storage
- * Cloth seat upholstery

Entertainment Features

- * SiriusXM AM/FM/Satellite radio with radio data system
- * Steering wheel mounted radio controls
- * Streaming audio
- * SYNC external memory control
- * 7 speakers
- * Fixed antenna

Lighting, Visibility and Instrumentation

- * Halogen aero-composite headlights
- * Fully automatic headlights
- * Deep tinted windows
- * Tachometer
- * Outside temperature display
- * Trip computer
- * Configurable digital/analog gauges
- * Delay-off headlights
- * Variable intermittent front windshield wipers
- * Front reading lights
- * Compass
- * Camera(s) - rear
- * Trip odometer

Safety and Security

- * 4-wheel ABS brakes
- * 4-wheel disc brakes
- * Dual front impact airbag supplemental restraint system with passenger cancel
- * Safety Canopy System curtain 1st and 2nd row overhead airbag supplemental restraint system
- * Power remote door locks with 2 stage unlock and panic alarm
- * MyKey restricted driving mode
- * 3 manually adjustable rear head restraints
- * Brake assist
- * Driveline traction control
- * Dual seat mounted side impact airbag supplemental restraint system
- * Remote activated perimeter/approach lighting
- * Security system with SecuriLock immobilizer
- * Manually adjustable front head restraints with tilt

Dimensions

General Weights

Curb	8,324 lbs.	GVWR	19,500 lbs.
Payload	11,230 lbs.		

Front Weights

Front GAWR	7,500 lbs.	Front curb weight	4,963 lbs.
Front axle capacity	7,500 lbs.	Front spring rating	7,500 lbs.
Front tire/wheel capacity	7,500 lbs.		

Rear Weights

Rear GAWR	14,706 lbs.	Rear curb weight	3,361 lbs.
Rear axle capacity	14,706 lbs.	Rear spring rating	15,000 lbs.
Rear tire/wheel capacity	15,000 lbs.		

Trailer Type

Harness	Yes	Brake controller	Yes
Trailer sway control	Yes		

General Trailering

5th-wheel towing capacity	19840 lbs.	Gooseneck towing capacity	19840 lbs.
Towing capacity	18340 lbs.	GCWR	32000 lbs.

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Selected Equipment & Specs (cont'd)

Fuel Tank type

Capacity 40 gal.

Off Road

Min ground clearance 8 "

Interior cargo

Cargo volume 31.6 cu.ft. Maximum cargo volume 31.6 cu.ft.

Rear Frame

Height loaded 29 " Height unloaded 34 "

Powertrain

Engine Type

Brand	Powerstroke	Block material	Iron
Cylinders	V-8	Head material	Aluminum
Ignition	Compression	Injection	Diesel direct injection
Liters	6.7L	Orientation	Longitudinal
Recommended fuel	Diesel	Valves per cylinder	4
Valvetrain	OHV	Forced induction	Intercooled turbo

Engine Spec

Bore	3.90"	Compression ratio	16.2:1
Displacement	406 cu.in.	Stroke	4.25"

Engine Power

Output	330 HP @ 2,600 RPM	Torque	750 ft.-lb @ 2,000 RPM
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Alternator

Type	Dual	Amps	332
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Battery

Amp hours	78	Cold cranking amps	750
Run down protection	Yes	Type	Dual

Engine Extras

Block heater	Yes
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Transmission

Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	6
Type	Automatic		

Transmission Gear Ratios

1st	3.974	2nd	2.318
3rd	1.516	4th	1.149
5th	0.858	6th	0.674
Reverse Gear ratios	3.128		

Transmission Torque Converter

Stall ratio	1.90
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Transmission Extras

Driver selectable mode	Yes	Sequential shift control	SelectShift
PTO provision	Yes		

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Selected Equipment & Specs (cont'd)

Drive Type

4wd type Part-time Type Four-wheel

Drive Feature

Limited slip differential Mechanical Traction control Driveline
Power take-off provision Yes Locking hub control Manual
Transfer case shift Manual

Drive Axle

Ratio 4.88

Exhaust

Material Stainless steel System type Single

Emissions

CARB Federal

Fuel Economy

Fuel type Diesel

Engine Retarder

Type Yes

Driveability

Brakes

ABS 4-wheel ABS channels 3
Type 4-wheel disc Vented discs Front and rear

Brake Assistance

Brake assist Yes

Suspension Control

Ride Firm

Front Suspension

Independence Mono-beam non-independent Anti-roll bar Regular

Front Spring

Type Coil Grade HD

Front Shocks

Type HD

Rear Suspension

Independence DANA 130 rigid axle Type Leaf
Anti-roll bar Regular

Rear Spring

Type Leaf Grade HD

Rear Shocks

Type HD

Steering

Activation Hydraulic power-assist Type Re-circulating ball

Steering Specs

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Selected Equipment & Specs (cont'd)

of wheels 2

Exterior

Front Wheels

Diameter 19.5" Width 6.00"

Rear Wheels

Diameter 19.5" Width 6.00"
Dual Yes

Front and Rear Wheels

Appearance Argent Material Steel

Front Tires

Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
Tread	M+S	Type	LT
Width	225mm	LT load rating	G
RPM	645		

Rear Tires

Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
Tread	M+S	Type	LT
Width	225mm	LT load rating	G
RPM	645		

Wheels

Front track	74.8"	Rear track	74.0"
Turning radius	27.1'	Wheelbase	192.0"
Rear tire outside width	93.9"		

Body Features

Front license plate bracket	Yes	Front splash guards	Yes
Body material	Aluminum	Side impact beams	Yes
Front tow hook(s)	2		

Body Doors

Door count	4	Left rear passenger	Reverse opening
Right rear passenger	Reverse opening		

Exterior Dimensions

Length	277.4"	Body width	80.0"
Body height	81.8"	Cab to axle	84.0"
Axle to end of frame	47.2"	Frame section modulus	17.2cu.in.
Frame yield strength (psi)	50000.0	Frame rail width	34.2"
Front bumper to Front axle	38.3"	Cab to end of frame	131.2"
Front bumper to back of cab	146.3"		

Safety

Airbags

Driver front-impact	Yes	Driver side-impact	Seat mounted
Overhead Safety Canopy System curtain 1st and 2nd row		Passenger front-impact	Cancellable
Passenger side-impact	Seat mounted		

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Selected Equipment & Specs (cont'd)

Seatbelt

Height adjustable Front

Security

Immobilizer SecuriLock
Restricted driving mode MyKey
Panic alarm Yes

Seating

Passenger Capacity

Capacity 6

Front Seats

Split 40-20-40 Type Split-bench

Driver Seat

Fore/aft Manual Reclining Manual
Way direction control 4 Lumbar support Manual

Passenger seat

Fore/aft Manual Reclining Manual
Way direction control 4

Front Head Restraint

Control Manual Type W/tilt

Front Armrest

Centre Yes Storage Yes

Rear Seats

Descriptor Split-bench Facing Front
Folding 60-40 Folding position Fold-up cushion
Type Fixed

Rear Head Restraints

Control Manual Type Adjustable
Number 3

Front Seat Trim

Material Cloth Back material Cloth

Rear Seat Trim Group

Material Cloth Back material Carpet

Convenience

AC And Heat Type

Air conditioning Manual Air filter Yes
Underseat ducts Yes

Audio System

Radio SiriusXM AM/FM/Satellite Radio data system Yes
Radio grade Regular Seek-scan Yes
External memory control SYNC

Audio Speakers

Speaker type Regular Speakers 7

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Selected Equipment & Specs (cont'd)

Audio Controls

Speed sensitive volume Yes
Voice activation Yes

Steering wheel controls Yes
Streaming audio Bluetooth yes

Audio Antenna

Type Fixed

LCD Monitors

1st row 2

Primary monitor size (inches) 8

Cruise Control

Cruise control With steering wheel controls

Convenience Features

Retained accessory power Yes
Emergency SOS 911 Assist
AC power outlet 1
Upfitter switches Yes

12V DC power outlet 3
Wireless phone connectivity Bluetooth
Smart device integration Mirroring

Door Lock Activation

Type Power with 2 stage unlock
Integrated key/remote Yes

Remote Keyfob (front doors)

Instrumentation Type

Display Digital/analog

Configurable Yes

Instrumentation Gauges

Tachometer Yes
Turbo/supercharger boost Yes
Engine hour meter Yes

Engine temperature Yes
Transmission fluid temp Yes

Instrumentation Warnings

Oil pressure Yes
Battery Yes
Key Yes
Door ajar Yes
Brake fluid Yes

Engine temperature Yes
Lights on Yes
Low fuel Yes
Service interval Yes

Instrumentation Displays

Clock In-radio display
Exterior temp Yes
Camera(s) - rear Yes

Compass Yes
Systems monitor Yes

Instrumentation Feature

Trip computer Yes

Trip odometer Yes

Steering Wheel Type

Material Urethane
Telescoping Manual

Tilting Manual

Front Side Windows

Window 1st row activation Power

Windows Rear Side

2nd row activation Power

Window Features

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Selected Equipment & Specs (cont'd)

1-touch down	Driver and passenger	1-touch up	Driver and passenger
Tinted	Deep		
<i>Front Windshield</i>			
Wiper	Variable intermittent		
<i>Rear Windshield</i>			
Window	Fixed		
Interior			
<i>Driver Visor</i>			
Mirror	Yes		
<i>Passenger Visor</i>			
Mirror	Yes		
<i>Rear View Mirror</i>			
Day-night	Yes		
<i>Headliner</i>			
Coverage	Full	Material	Cloth
<i>Floor Trim</i>			
Coverage	Full	Covering	Vinyl/rubber
<i>Trim Feature</i>			
Instrument panel insert	Metal-look	Gear shift knob	Urethane
Interior accents	Chrome		
<i>Lighting</i>			
Dome light type	Fade	Front reading	Yes
Illuminated entry	Yes	Variable IP lighting	Yes
<i>Overhead Console Storage</i>			
Storage	Yes	Type	Full
<i>Storage</i>			
Driver door bin	Yes	Front Beverage holder(s)	Yes
Glove box	Locking	Passenger door bin	Yes
Seatback storage pockets	2	Illuminated	Yes
Rear yes	Yes	Instrument panel	Bin
Dashboard	Covered	Rear door bins	Yes
1st row underseat	Locking	Audio media storage	Yes
<i>Legroom</i>			
Front	43.9"	Rear	33.5"
<i>Headroom</i>			
Front	40.8"	Rear	40.3"
<i>Hip Room</i>			
Front	62.5"	Rear	64.7"
<i>Shoulder Room</i>			
Front	66.7"	Rear	65.8"
<i>Interior Volume</i>			
Passenger volume	116.0 cu.ft.		

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Standard Equipment & Specs

Dimensions

- * Exterior length: 277.4"
- * Exterior width: 80.0"
- * Wheelbase: 192.0"
- * Rear track: 74.0"
- * Rear tire outside width: 93.9"
- * Front legroom: 43.9"
- * Front headroom: 40.8"
- * Front hiproom: 62.5"
- * Front shoulder room: 66.7"
- * Passenger volume: 116.0cu.ft.
- * Maximum cargo volume: 31.6cu.ft.
- * Cab to axle: 84.0"
- * Exterior height: 81.8"
- * Front track: 74.8"
- * Turning radius: 27.1'
- * Min ground clearance: 8.2"
- * Rear legroom: 33.5"
- * Rear headroom: 40.3"
- * Rear hiproom: 64.7"
- * Rear shoulder room: 65.8"
- * Cargo volume: 31.6cu.ft.

Powertrain

- * 288hp 6.8L SOHC 30 valve V-10 engine with SMPI
- * federal
- * Part-time
- * Fuel Economy Highway: N/A
- * Recommended fuel : regular unleaded
- * TorqShift 6 speed automatic transmission with overdrive
- * Fuel Economy Cty: N/A

Suspension/Handling

- * Front Mono-beam non-independent suspension with anti-roll bar, HD shocks
- * Firm ride Suspension
- * Front and rear 19.5 x 6 argent steel wheels
- * Dual rear wheels
- * Rear DANA M300 rigid axle leaf spring suspension with anti-roll bar, HD shocks
- * Hydraulic power-assist re-circulating ball Steering
- * LT225/70SR19.5 GBSW AS front and rear tires

Body Exterior

- * 4 doors
- * Reverse opening right rear passenger
- * Turn signal indicator in mirrors
- * Chrome bumpers
- * Clearcoat paint
- * 2 front tow hook(s)
- * Reverse opening left rear passenger
- * Driver and passenger power remote heated, manual folding door mirrors with turn signal indicator
- * Black door mirrors
- * Trailer harness
- * Front and rear 19.5 x 6 wheels

Convenience

- * Manual air conditioning with air filter
- * Power windows
- * Driver and passenger 1-touch down
- * Manual tilt steering wheel
- * Day-night rearview mirror
- * Wireless phone connectivity
- * 2 1st row LCD monitors
- * Dual visor mirrors
- * Driver and passenger door bins
- * Upfitter switches
- * Cruise control with steering wheel controls
- * Driver and passenger 1-touch up
- * Remote power door locks with 2 stage unlock and illuminated entry
- * Manual telescopic steering wheel
- * 911 Assist emergency SOS
- * AppLink smart device integration
- * Front and rear cupholders
- * Full overhead console
- * Rear door bins

Seats and Trim

- * Seating capacity of 6
- * 4-way driver seat adjustment
- * Front 40-20-40 split-bench seat
- * Manual driver lumbar support

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Standard Equipment & Specs (cont'd)

- * 4-way passenger seat adjustment
- * 60-40 folding rear split-bench seat
- * Metal-look instrument panel insert
- * Centre front armrest with storage
- * Cloth seat upholstery

Entertainment Features

- * SiriusXM AM/FM/Satellite radio with radio data system
- * Steering wheel mounted radio controls
- * Streaming audio
- * SYNC external memory control
- * 7 speakers
- * Fixed antenna

Lighting, Visibility and Instrumentation

- * Halogen aero-composite headlights
- * Fully automatic headlights
- * Deep tinted windows
- * Tachometer
- * Compass
- * Trip computer
- * Delay-off headlights
- * Variable intermittent front windshield wipers
- * Front reading lights
- * Oil pressure gauge
- * Outside temperature display
- * Trip odometer

Safety and Security

- * 4-wheel ABS brakes
- * 4-wheel disc brakes
- * Dual front impact airbag supplemental restraint system with passenger cancel
- * Safety Canopy System curtain 1st and 2nd row overhead airbag supplemental restraint system
- * Power remote door locks with 2 stage unlock and panic alarm
- * MyKey restricted driving mode
- * 3 manually adjustable rear head restraints
- * Brake assist
- * Driveline traction control
- * Dual seat mounted side impact airbag supplemental restraint system
- * Remote activated perimeter/approach lighting
- * Security system with SecuriLock immobilizer
- * Manually adjustable front head restraints with tilt

Dimensions

General Weights

Curb	7,463 lbs.	GVWR	18,000 lbs.
Payload	10,530 lbs.		

Front Weights

Front GAWR	6,000 lbs.	Front curb weight	4,314 lbs.
Front axle capacity	7,000 lbs.	Front spring rating	6,000 lbs.
Front tire/wheel capacity	7,500 lbs.		

Rear Weights

Rear GAWR	13,660 lbs.	Rear curb weight	3,149 lbs.
Rear axle capacity	13,660 lbs.	Rear spring rating	13,660 lbs.
Rear tire/wheel capacity	15,000 lbs.		

Trailer Type

Harness	Yes	Brake controller	Yes
Trailer sway control	Yes		

General Trailering

5th-wheel towing capacity	19840 lbs.	Gooseneck towing capacity	19840 lbs.
Towing capacity	18340 lbs.	GCWR	28000 lbs.

Fuel Tank type

Capacity	40 gal.
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Standard Equipment & Specs (cont'd)

Off Road

Min ground clearance 8 "

Interior cargo

Cargo volume 31.6 cu.ft. Maximum cargo volume 31.6 cu.ft.

Rear Frame

Height loaded 29 " Height unloaded 34 "

Powertrain

Engine Type

Block material	Iron	Cylinders	V-10
Head material	Aluminum	Ignition	Spark
Injection	Sequential MPI	Liters	6.8L
Orientation	Longitudinal	Recommended fuel	Regular unleaded
Valves per cylinder	3	Valvetrain	SOHC

Engine Spec

Bore	3.55"	Compression ratio	9.2:1
Displacement	415 cu.in.	Stroke	4.16"

Engine Power

Output	288 HP @ 4,000 RPM	Torque	424 ft.-lb @ 3,000 RPM
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Alternator

Type	HD	Amps	240
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Battery

Amp hours	78	Cold cranking amps	750
Run down protection	Yes	Type	HD

Transmission

Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	6
Type	Automatic		

Transmission Gear Ratios

1st	3.974	2nd	2.318
3rd	1.516	4th	1.149
5th	0.858	6th	0.674
Reverse Gear ratios	3.128		

Transmission Torque Converter

Stall ratio	1.90
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Transmission Extras

Driver selectable mode	Yes	Sequential shift control	SelectShift
Oil cooler	Regular duty		

Drive Type

4wd type	Part-time	Type	Four-wheel
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Drive Feature

Traction control	Driveline	Locking hub control	Manual
Transfer case shift	Manual		

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Standard Equipment & Specs (cont'd)

<i>Drive Axle</i>			
Ratio	4.88		
<i>Exhaust</i>			
Material	Stainless steel	System type	Single
<i>Emissions</i>			
CARB	Federal		
<i>Fuel Economy</i>			
Fuel type	Gasoline		
Driveability			
<i>Brakes</i>			
ABS	4-wheel	ABS channels	3
Type	4-wheel disc	Vented discs	Front and rear
<i>Brake Assistance</i>			
Brake assist	Yes		
<i>Suspension Control</i>			
Ride	Firm		
<i>Front Suspension</i>			
Independence	Mono-beam non-independent	Anti-roll bar	Regular
<i>Front Spring</i>			
Type	Coil	Grade	Regular
<i>Front Shocks</i>			
Type	HD		
<i>Rear Suspension</i>			
Independence	DANA M300 rigid axle	Type	Leaf
Anti-roll bar	Regular		
<i>Rear Spring</i>			
Type	Leaf	Grade	HD
<i>Rear Shocks</i>			
Type	HD		
<i>Steering</i>			
Activation	Hydraulic power-assist	Type	Re-circulating ball
<i>Steering Specs</i>			
# of wheels	2		
Exterior			
<i>Front Wheels</i>			
Diameter	19.5"	Width	6.00"
<i>Rear Wheels</i>			
Diameter	19.5"	Width	6.00"
Dual	Yes		

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Standard Equipment & Specs (cont'd)

Front and Rear Wheels

Appearance Argent Material Steel

Front Tires

Aspect 70 Diameter 19.5"
Sidewalls BSW Speed S
Tread AS Type LT
Width 225mm LT load rating G
RPM 647

Rear Tires

Aspect 70 Diameter 19.5"
Sidewalls BSW Speed S
Tread AS Type LT
Width 225mm LT load rating G
RPM 647

Wheels

Front track 74.8" Rear track 74.0"
Turning radius 27.1' Wheelbase 192.0"
Rear tire outside width 93.9"

Body Features

Front license plate bracket Yes Front splash guards Yes
Body material Aluminum Side impact beams Yes
Front tow hook(s) 2

Body Doors

Door count 4 Left rear passenger Reverse opening
Right rear passenger Reverse opening

Exterior Dimensions

Length 277.4" Body width 80.0"
Body height 81.8" Cab to axle 84.0"
Axle to end of frame 47.2" Frame section modulus 12.7cu.in.
Frame yield strength (psi) 50000.0 Frame rail width 34.2"
Front bumper to Front axle 38.3" Cab to end of frame 131.2"
Front bumper to back of cab 146.3"

Safety

Airbags

Driver front-impact Yes Driver side-impact Seat mounted
Overhead Safety Canopy System curtain 1st and 2nd row Cancellable
Passenger side-impact Seat mounted

Seatbelt

Height adjustable Front

Security

Immobilizer SecuriLock Panic alarm Yes
Restricted driving mode MyKey

Seating

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Standard Equipment & Specs (cont'd)

Passenger Capacity

Capacity 6

Front Seats

Split 40-20-40 Type Split-bench

Driver Seat

Fore/aft Manual Reclining Manual
Way direction control 4 Lumbar support Manual

Passenger seat

Fore/aft Manual Reclining Manual
Way direction control 4

Front Head Restraint

Control Manual Type W/tilt

Front Armrest

Centre Yes Storage Yes

Rear Seats

Descriptor Split-bench Facing Front
Folding 60-40 Folding position Fold-up cushion
Type Fixed

Rear Head Restraints

Control Manual Type Adjustable
Number 3

Front Seat Trim

Material Cloth Back material Cloth

Rear Seat Trim Group

Material Cloth Back material Carpet

Convenience

AC And Heat Type

Air conditioning Manual Air filter Yes
Underseat ducts Yes

Audio System

Radio SiriusXM AM/FM/Satellite Radio data system Yes
Radio grade Regular Seek-scan Yes
External memory control SYNC

Audio Speakers

Speaker type Regular Speakers 7

Audio Controls

Speed sensitive volume Yes Steering wheel controls Yes
Voice activation Yes Streaming audio Bluetooth yes

Audio Antenna

Type Fixed

LCD Monitors

1st row 2 Primary monitor size (inches) 4.2

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Standard Equipment & Specs (cont'd)

Cruise Control

Cruise control With steering wheel controls

Convenience Features

Retained accessory power	Yes	12V DC power outlet	3
Emergency SOS	911 Assist	Wireless phone connectivity	Bluetooth
Smart device integration	App link	Upfitter switches	Yes

Door Lock Activation

Type	Power with 2 stage unlock	Remote	Keyfob (front doors)
Integrated key/remote	Yes		

Instrumentation Type

Display Analog

Instrumentation Gauges

Tachometer	Yes	Oil pressure	Yes
Engine temperature	Yes	Transmission fluid temp	Yes
Engine hour meter	Yes		

Instrumentation Warnings

Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Door ajar	Yes	Service interval	Yes
Brake fluid	Yes		

Instrumentation Displays

Clock	In-radio display	Compass	Yes
Exterior temp	Yes	Systems monitor	Yes

Instrumentation Feature

Trip computer	Yes	Trip odometer	Yes
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Steering Wheel Type

Material	Urethane	Tilting	Manual
Telescoping	Manual		

Front Side Windows

Window 1st row activation Power

Windows Rear Side

2nd row activation Power

Window Features

1-touch down	Driver and passenger	1-touch up	Driver and passenger
Tinted	Deep		

Front Windshield

Wiper Variable intermittent

Rear Windshield

Window Fixed

Interior

Driver Visor

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Standard Equipment & Specs (cont'd)

Mirror	Yes		
<i>Passenger Visor</i>			
Mirror	Yes		
<i>Rear View Mirror</i>			
Day-night	Yes		
<i>Headliner</i>			
Coverage	Full	Material	Cloth
<i>Floor Trim</i>			
Coverage	Full	Covering	Carpet
Mats	Carpet front and rear		
<i>Trim Feature</i>			
Instrument panel insert	Metal-look	Gear shift knob	Urethane
Interior accents	Chrome		
<i>Lighting</i>			
Dome light type	Fade	Front reading	Yes
Illuminated entry	Yes	Variable IP lighting	Yes
<i>Overhead Console Storage</i>			
Storage	Yes	Type	Full
<i>Storage</i>			
Driver door bin	Yes	Front Beverage holder(s)	Yes
Glove box	Locking	Passenger door bin	Yes
Seatback storage pockets	2	Illuminated	Yes
Rear yes	Yes	Instrument panel	Bin
Dashboard	Covered	Rear door bins	Yes
1st row underseat	Locking		
<i>Legroom</i>			
Front	43.9"	Rear	33.5"
<i>Headroom</i>			
Front	40.8"	Rear	40.3"
<i>Hip Room</i>			
Front	62.5"	Rear	64.7"
<i>Shoulder Room</i>			
Front	66.7"	Rear	65.8"
<i>Interior Volume</i>			
Passenger volume	116.0 cu.ft.		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Warranty - Selected Equipment & Specs

Warranty

Basic

Distance 36,000 miles Months 36 months

Powertrain

Distance 60,000 miles Months 60 months

Corrosion Perforation

Distance Unlimited miles Months 60 months

Roadside Assistance

Distance 60,000 miles Months 60 months

Diesel Engine

Distance 100,000 miles Months 60 months

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Warranty - Standard Equipment & Specs

Warranty

Basic

Distance 36,000 miles Months 36 months

Powertrain

Distance 60,000 miles Months 60 months

Corrosion Perforation

Distance Unlimited miles Months 60 months

Roadside Assistance

Distance 60,000 miles Months 60 months

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Jonathan Dover, Altec Industries
By: Teddi Serna Date: 05/16/2019



Selected Options

Code	Description
Base Vehicle	
X5H	Base Vehicle Price (X5H)
Packages	
663A	<p>Order Code 663A</p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - <i>Wheels: 19.5" Argent Painted Steel</i> <i>Includes manual locking hubs.</i> - <i>Cloth 40/20/40 Split Bench Seat</i> <i>Includes 20% center under-seat storage, center armrest, cupholder, storage, 4-way adjustable driver/passenger headrests and driver's side manual lumbar.</i> - <i>Radio: AM/FM Stereo/MP3 Player</i> <i>Includes 7 speakers.</i> - <i>SiriusXM Satellite Radio</i> <i>Includes a 6-month prepaid subscription. Service is not available in Alaska and Hawaii. Subscriptions to all SiriusXM services are sold by SiriusXM after trial period. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc.</i>
Powertrain	
99T	<p>Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20</p> <p><i>Includes Diesel Exhaust Fluid (DEF) tank, Intelligent Oil-Life Monitor, manual push-button engine-exhaust braking and split-shaft calibration compatibility.</i></p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - <i>Dual 78-AH 750 CCA Batteries</i>
44W	<p>Transmission: TorqShift 6-Speed Automatic</p> <p><i>(6R140). Includes SelectShift.</i></p>
X8L	Limited Slip w/4.88 Axle Ratio
68M	<p>GVWR: 19,500 lb Payload Plus Upgrade Package</p> <p><i>Includes upgraded frame, rear-axle and low deflection/high capacity springs. Increases max RGAWR to 14, 706. Note: See Order Guide Supplemental Reference for further details on GVWR.</i></p>
Wheels & Tires	
TGB	<p>Tires: 225/70Rx19.5G BSW Traction (TGB)</p> <p><i>Includes 4 traction tires on the rear and 2 traction tires on the front. Not recommended for over the road applications; could incur irregular front tire wear and/or NVH. Optional spare is 225/70Rx19.5G BSW traction.</i></p>
64Z	<p>Wheels: 19.5" Argent Painted Steel</p> <p><i>Includes manual locking hubs.</i></p>
Seats & Seat Trim	
3	<p>Cloth 40/20/40 Split Bench Seat</p> <p><i>Includes 20% center under-seat storage, center armrest, cupholder, storage, 4-way adjustable driver/passenger headrests and driver's side manual lumbar.</i></p>

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Selected Options (cont'd)

Code	Description
Other Options	
PAINT	Monotone Paint Application
192WB	192" Wheelbase
67P	Extra Heavy-Duty Front End Suspension - 7,500 GAWR <i>Includes upgraded front axle and max 7,500 lbs. Front Springs/GAWR rating for configuration selected. Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer.</i>
473	Snow Plow Prep Package <i>Includes pre-selected springs (see Order Guide Supplemental Reference for springs/FGAWR of specific vehicle configurations). Note 1: Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details. Note 2: Also allows for the attachment of a winch.</i> <i>Includes:</i> <i>- Dual Alternators (Total 332-Amps)</i>
41H	Engine Block Heater
62R	Transmission Power Take-Off Provision <i>Includes transmission mounted live drive and stationary mode PTO.</i>
98R	Operator Commanded Regeneration (OCR)
67A	Dual Alternators (Total 332-Amps)
872	Rear View Camera & Prep Kit Upfitters kit includes camera with mounting bracket, 14' jumper wire and camera mounting and aiming instructions. Kit requires video display option to be added to unit. Reference order guide for additional information. Related option content: 872, 585 and 96V. <i>Includes cab wiring, frame wiring to the rear most cross member and video display. Video displayed in 8" display when ordered with SYNC 3 (913).</i>
166	Carpet Delete (LPO) <i>Replaced with black flooring.</i>
43C	110V/400W Outlet <i>Includes 1 in-dash mounted outlet.</i>
585	Radio: AM/FM Stereo/MP3 Player <i>Includes 7 speakers.</i> <i>Includes:</i> <i>- SiriusXM Satellite Radio</i> <i>Includes a 6-month prepaid subscription. Service is not available in Alaska and Hawaii. Subscriptions to all SiriusXM services are sold by SiriusXM after trial period. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc.</i>
913	SYNC 3 Communications & Entertainment System

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Selected Options (cont'd)

Code	Description
<i>Includes enhanced voice recognition, 8" LCD capacitive touchscreen in center stack with swipe capability, pinch-to-zoom capability included with available voice-activated touchscreen navigation system, AppLink, 911 Assist, Apple CarPlay and Android Auto and 2 smart-charging USB Ports. Note: SYNC Applink lets you control some of your favorite compatible mobile apps with your voice. It is compatible with select smartphone platforms. Commands may vary by phone and AppLink software.</i>	
Emissions	
425	50-State Emissions System
Interior Colors	
3S_01	Medium Earth Gray
Primary Colors	
Z1_01	Oxford White

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May 17, 2019
Our 90th Year

Ship To:
CITY OF ENID (OK)
1500 WEST CHESTNUT
ENID, OK 73703
US

Bill To:
CITY OF ENID (OK)
PO BOX 1768
ENID, OK 73702
United States

Attn:
Phone:
Email:

Altec Quotation Number: 515202 - 1
Account Manager: Matthew M Griffin
Technical Sales Rep: Jonathan Dover

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<u>Unit</u>		
1.	Altec Model AT48M Articulating Telescopic Aerial Device with a fiberglass upper boom and fiberglass insulator in the articulating arm and proportional joystick upper controls. Built in accordance to ALTEC's standard specifications and to include the following features:	1	
	A. Ground to Bottom of Platform Height: 47.5 feet at 6.7 feet from centerline of rotation (14.48 m at 2.04 m)		
	B. Working Height: 52.5 feet (16.00 m)		
	C. Maximum reach to edge of platform with Upper Boom Non- overcenter: 31.2 feet (at 21.9 feet platform height)		
	D. Upper boom extension: 110 inches		
	E. Continuous rotation		
	F. Articulating Arm: Articulation is from -3 to 82 degrees. Insulator provides 19 inches of isolation.		
	G. Compensation System: By raising the articulating arm only, the telescopic boom maintains its relative angle in relation to the ground. The work position is achieved through a single function operation.		
	H. Upper Boom: Articulation is from -25 to 85 degrees. The fiberglass section provides a minimum of 33.1 inches of isolation in the upper boom (when retracted and 64.6 inches when extended)		
	I. Platform leveling is achieved by a hydraulic master-slave leveling system. This lifetime system is very low maintenance.		
	J. The dielectrically tested, insulating upper control system includes the following boom tip components that can provide an additional layer of secondary electrical contact protection. Control Handle: A single handle controller incorporating high electrical resistance components that is dielectrically tested to 40 kV AC with no more than 400 microampers of leakage. The control handle is green in color to differentiate it from other non-tested controllers. The handle also includes an interlock guard that reduces the potential for inadvertent boom operation. Auxiliary Control Covers: Non-tested blue silicon covers for auxiliary controls. Control Console: Non-tested non-metallic control console plate. Boom Tip Covers: Non-tested non-metallic boom tip covers. The covers are not		

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	dielectrically tested, but they may provide some protection against electrical hazards.		
	K. Hydraulic system: Open center (full pressure), maximum flow 6 GPM, maximum operating pressure 3,000.		
	L. Dielectric rating: Category C, 46 kV and below		
	M. Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint is electrostatically applied to the inside as well as outside of fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection.		
	N. Manuals: Two (2) Operator's and two (2) Maintenance/ Parts manuals containing instructional markings indicating hazards inherent in the operation of an aerial device.		
	O. Unit meets or exceeds ANSI 92.2 standards.		
2.	Pedestal	1	
3.	Single 1-Man Platform, Fiberglass (Insulated), 24" x 30" x 42", End Mount, 180 Degree Rotation	1	
4.	Platform Mounted Single Handle Controls	1	
5.	Material Handling Jib/Winch, Hydraulically Articulating, Top Mounted, Round (ARM Jib)	1	
6.	One (1) Platform Step - located on the side of the platform nearest the elbow in the stowed position	1	
7.	Platform Elevator	1	
8.	Platform Cover - soft vinyl, 24 x 30 inches (610 x 762 mm)	1	
9.	Platform Liner, 24 x 30 x 42 inches (610 x 762 x 1067 mm), 50 kV Rating	1	
10.	Hydraulic Tool Circuit at Platform: One set of quick disconnect couplings at the boom tip for open center tools.	1	
11.	Engine Start/Stop & Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. This feature allows the operator to completely stow the booms, platform, and outriggers. Secondary Stowage & Start/Stop is activated with an air plunger at the platform or momentary switch at the lower control station and outriggers.	1	
12.	Jib Stick, 36" L, non-extension, non certified, grey in color	1	
13.	Slip Ring: Required for engine start/stop, secondary stowage system, and throttle control options	1	
14.	Outriggers, Primary, Modified A-Frame, 30"-34" Chassis Height, Electric Interlock, No Valves On Legs, 112" Spread, Fixed Shoe (AT48M/ME/P/PE/S/SE)	1	
15.	Auxiliary Vertical H Frame Outriggers with fixed shoe. For installation on a 30 to 34 inch chassis frame height.	1	
	A. Maximum Spread: 87 inches to the outer edge of shoes		
	B. Outrigger Motion Alarms		

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	C. Outrigger Interlocks: will not allow the unit to be operated until the outriggers have been at least partially deployed		
16.	Lifting Eye - lifting eye on underside of lower boom. Rated at 1,000lbs (454kg) lifting capacity.	1	
17.	Winch load line swivel hook	1	
18.	Altec Aerial Device Powder Painted White	1	
<u>Unit & Hydraulic Acc.</u>			
19.	Scuff Pad, 24" x 30", No Step (For use with Platform Liner)	1	
20.	Subbase	1	
21.	Electric Outrigger Controls for two (2) sets of outriggers, drive hydraulic outrigger control valves. Durable weather proof sealed electronic switches mounted in aluminum boxes located at the rear of the unit unless otherwise specified.	1	
22.	Steel Reservoir, 15 gallon capacity, rectangular, 26" L x 8.5" W x 20" H, and includes breather caps and dipsticks	1	
23.	Temperature Sight Gauge	1	
24.	HVI-22 Hydraulic Oil (Standard).	25	
25.	Standard Pump For PTO	1	
26.	Electric Shifted PTO	1	
27.	Standard Altec PTO/Machine Functionality: PTO won't engage until parking brake is set.-Once parking (holding) brake is set, PTO and machine functions are enabled.-If parking (holding) brake is disengaged, both PTO and machine functions are disabled.	1	
28.	Standard PTO/Transmission Functionality for Small Ford and Dodge Chassis	1	
<u>Body</u>			
29.	Altec LGSS-132-84 (81) Low-Side General Service Body With Step:	1	
	A. Steel Body		
	B. Steel Structural Channel Crossmembers And Smooth Floor With Ladder-Style Understructure		
	C. 132" Body Length		
	D. 94" Body Width		
	E. 40" Body Compartment Height		
	F. 20" Body Compartment Depth		
	G. 24" From Body Floor To Compartment Tops		
	H. Finish Paint Entire Body Altec White		
	I. Undercoat Applied Under The Body		
	J. 5.5" Drop-In Composite Cargo Retaining Board At Rear Of Body		
	K. 5.5" Drop-In Composite Retaining Board At Top Of Side Access Step		
	L. Stainless Steel Rotary paddle Latches With Locks		

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
M.	Gas Props On All Vertical Doors		
N.	Chains On All Horizontal Doors		
O.	Standard Master Body Locking System		
P.	Hotstick Shelf Extending Full Length Of Body On Streetside		
R.	One Chock Holder On Each Side of Body With Retaining Lip In Fender Panel		
S.	1st Vertical (SS) - 34" W - One (1) Outrigger Housing And Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers		
T.	2nd Vertical (SS) - 24" W - Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers		
U.	1st Horizontal (SS) - 50" W - One (1) Fixed Shelf With Removable Dividers On 4 Inch Centers On Bottom of Compartment		
V.	Rear Vertical (SS) - 24" W - Six (6) Locking Swivel Hooks On An Adjustable Rail (1-4-1)		
W.	1st Vertical (CS) - 34" W - One (1) Outrigger Housing And Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers		
X.	2nd Vertical (CS) - 24" W - Gripstrut Access Steps With Two (2) Sloped Grab Handles, Vented Battery Storage		
Y.	1st Horizontal (CS) - 50" W - One (1) Adjustable Shelf With Removable Dividers On 4 Inch Centers And One (1) Fixed Shelf With Removable Dividers On 4 Inch Centers On Bottom Of Compartment		
Z.	Rear Vertical (CS) - 24" W - Six (6) Locking Swivel Hooks On An Adjustable Rail (1-4-1)		
AA.	Body Floor Cut-Out For AT48M/ME/P/PE Aerial Device Near Center Of Body		
AB.	Steel Tailshelf, 29" L x 94" W, With Rear Cross Storage And Drop Down Doors		

Body and Chassis Accessories

30.	ICC (Underride Protection) Bumper Installed At Rear	1	
31.	T-60 Style Pintle Hitch (10,000 LB MGTW with 2,000 LB MVL)	1	
32.	Set Of Eye Bolts for Trailer Safety Chain, installed one each side of towing device mount.	1	
33.	Eyebolt For Breakaway Cable, 1/4 Inch	1	
34.	Install Counterweight As Needed	1	
35.	Rigid Step Mounted Beneath Side Access Steps (Installed To Extend Approx. 2" Outward)	1	
36.	Platform Rest, Rigid with Rubber Tube	1	
37.	Articulating Arm Rest for a Telescopic Unit	1	
38.	Boom Rest for a Telescopic Unit	1	
39.	Manual Boom Latch Installed on Boom Rest	1	
40.	Wood Outrigger Pad, 19" x 19" x 2.5", With Rope Handle	2	
41.	Outrigger Pad Holder, 20" L x 20" W x 5" H, Fits 19.5" x 19.5" x 4" And Smaller Pads, Bolt-On, Bottom Washout Holes, 3/4" Lip Retainer	2	
42.	Pendulum Retainers For Outrigger Pad Holders	2	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
43.	Mud Flaps With Altec Logo (Pair)	1	
44.	Wheel Chocks, Rubber, 9.75" L x 7.75" W x 5.00" H, with 4" L Metal Hairpin Style Handle (Pair)	1	
45.	Slope Indicator Assembly For Machine With Outriggers	1	
46.	Safety Harness & 4.5 FT Lanyard (Medium To X-large)	1	
47.	Driveaway Safety Kit	1	
48.	Vinyl manual pouch for storage of all operator and parts manuals	1	
<u>Electrical Accessories</u>			
49.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1	
50.	Altec Standard Amber LED Strobe Light with Brush Guard Details: -Installed on post at front of body. -Installed SS and CS.	2	
51.	4-Corner Strobes, Amber, LED, Two (2) Surface Mounted Lights In Grille, Two (2) Round Lights At Rear	1	
52.	Strobe Lights Wired Ignition Hot	1	
53.	Directional Light Bar, Amber, LED, 51" Long Details: -Installed at rear in light channel.	1	
54.	Dual Tone Back-Up With Outrigger Motion Alarm	1	
55.	PTO Hour Meter, Digital, with 10,000 Hour Display	1	
56.	6-Way Trailer Receptacle (Pin Type) Installed At Rear	1	
57.	Ford Upfitter Switches (Supplied With Chassis)	1	
58.	Power Distribution Module Is A Compact Self-Contained Electronic System That Provides A Standardized Interface With The Chassis Electrical System. (Includes Operator's Manual)	1	
59.	Install Chassis (OEM) Supplied Backup Camera in Final Assembly	1	
60.	Install secondary stowage system.	1	
61.	Install Remote Start/Stop system in Final Assembly.	1	
62.	Install Outrigger Interlock System	1	
63.	Heavy Duty Secondary Stowage Pump	1	
64.	PTO Indicator Light Installed In Cab	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
<u>Finishing Details</u>			
65.	Powder Coat Unit Altec White	1	
66.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1	
67.	Apply Non-Skid Coating to all walking surfaces	1	
68.	English Safety And Instructional Decals	1	
69.	Vehicle Height Placard - Installed In Cab	1	
70.	Placard, HVI-22 Hydraulic Oil	1	
71.	Dielectric test unit according to ANSI requirements.	1	
72.	Stability test unit according to ANSI requirements.	1	
73.	Focus Factory Build	1	
74.	Delivery Of Completed Unit	1	
75.	Inbound Freight	1	
76.	Installation - AT48M	1	
<u>Chassis</u>			
77.	Chassis	1	
78.	Altec Supplied Chassis	1	
79.	2020 Model Year	1	
80.	Ford F550	1	
81.	4x4	1	
82.	84 Clear CA (Round To Next Whole Number)	1	
83.	Extended Cab (Larger Cab With Half-Length Rear Doors Or No Rear Doors)	1	
84.	Chassis Cab	1	
85.	Chassis Color - White	1	
86.	Ford 6.7L Power Stroke Diesel	1	
87.	Ford 10-Speed Automatic Transmission (w/PTO Provision)	1	
88.	GVWR 19,500 LBS	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
89.	7,500 LBS Front GAWR	1	
90.	Spring Suspension	1	
91.	14,706 LBS Rear GAWR	1	
92.	Traction Tires, Front	1	
93.	225/70R19.5 Rear Tire (Traction)	1	
94.	Hydraulic Brakes	1	
95.	Park Brake In Rear Wheels	1	
96.	Ford E/F250-550 Single Horizontal Right Side Exhaust	1	
97.	872 - Rear View Camera and Prep Kit	1	
98.	98R - Operator Commanded Regeneration (OCR)	1	
99.	No Idle Engine Shut-Down Required	1	
100.	50-State Emissions	1	
101.	Clean Idle Certification	1	
102.	Ford 40 Gallon Fuel Tank (Rear)	1	
103.	Other Chassis DEF Tank Details: -Ford DEF Tank.	1	
104.	AM/FM Radio	1	
105.	Bluetooth	1	
106.	Ford SYNC	1	
107.	110VAC Outlet, OEM Supplied	1	
108.	Air Conditioning	1	
109.	Backup Camera, OEM Supplied	1	
110.	Cruise Control	1	
111.	Keyless Entry	1	
112.	Power Door Locks	1	
113.	Power Windows	1	
114.	Tilt Steering Wheel	1	
115.	Block Heater	1	
116.	Limited Slip Rear Axle	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
117.	Power Mirrors with Heated Glass	1	
118.	Snow Plow Package	1	
119.	Trailer Brake Controller (Factory Installed)	1	
120.	Cloth Split Bench Seat	1	
121.	Additional Chassis Option Details: -Add XLT Package -Large display in dash -Rear view camera to display in dash.	1	
122.	Additional Chassis Option Details: -Remove carpet and provide rubber flooring.	1	
<u>Additional Pricing</u>			
123.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	

Unit / Body / Chassis Total	154,987.00
FET Total	0.00
Total	154,987.00

Altec Industries, Inc.

BY _____

Jonathan Dover

Notes:

- 1 Altec Standard Warranty:
One (1) year parts warranty.
One (1) year labor warranty.
Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and

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OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

2 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:

- Outrigger pads (When Applicable)
- Fall Protection System
- Fire extinguisher/DOT kit
- Platform Liner (When Applicable)
- Altec Sentry Training
- Wheel Chocks

The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options with an item number in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quote version sent to you. These options must be listed with an item number in the quotation for them to be supplied by Altec.

3 F.O.B. - Customer Site

4 Altec Extended Warranty Option:

An Altec Extended Warranty is an extension of Altec's Limited Warranty and protects you from the repair cost associated with defects of materials and workmanship after the standard Limited Warranty expires.

Altec offers many types of coverages and coverage packages. Ask your Altec account manager for details. Quotes are available upon request.

5 Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.

6 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

7 Altec values your data privacy. The Altec Family of Companies (including Altec, Inc., and its subsidiaries) may collect telematics data from the equipment you own. Please review Altec's Equipment Data Privacy Notice on www.altec.com for more information. By purchasing equipment from Altec, you consent to Altec's right to collect and use such data.

8 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

9 Any payment made by a credit card may be subject to a surcharge fee.

10 Delivery: 300-330 days after receipt of order PROVIDING:

- A. Order is received within 14 days from the date of the quote. If initial timeframe expires, please contact your Altec representative for an updated delivery commitment.
- B. Customer supplied chassis is received a minimum of sixty (60) days before scheduled delivery.

- C. Customer approval drawings are returned by requested date.
- D. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.
- E. Customer expectations are accurately captured prior to major components being ordered (body, chassis) and line set date. Unexpected additions or changes made after this time or at a customer inspection will delay the delivery of the vehicle.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

- 11 Trade-in offer is conditional upon equipment being maintained to DOT (Department of Transportation) operating and safety standards and remaining in compliance of DOT until arrival at an Altec Facility. This will include, but is not limited to engine, tires, lights, brakes, glass, etc. All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with unit unless otherwise agreed upon in writing by both parties. ALTEC Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

All reasonable and necessary expenses required of ALTEC Industries to execute transportation of the trade-in will be invoiced to the customer for payment if these conditions are not met to maintain DOT standards.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time ALTEC Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order unless other arrangements have been made.

- 12 This quotation is valid until JUL 15, 2019. After this date, please contact Altec Industries, Inc. for a possible extension.
- 13 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.
- 14 Please email Altec Capital at finance@altec.com or call 888-408-8148 for a lease quote today.
- 15 Please direct all questions to Matthew M Griffin at (919) 528-2535

Quoted for: City of Enid
 Customer Contact:
 Phone: / Email:

Quoted by: Jonathan Dover
 Phone: / Email: 919-529-3521/jonathan.dover@altec.com
 Altec Account Manager: Matthew Griffin

REFERENCE ALTEC MODEL

AT41M	Articulating Telescopic Aerial Device with Material Handling Insulated, 41'	\$132,085
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(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1	AT41M-US48M	Articulating telescopic Aerial Device with Material Handling (insulating lower arm) w	\$11,824
2			
3			
4			

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1			
2			
3			
4			
5			
6			
7			
8			

SOURCEWELL OPTIONS TOTAL: \$143,909

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT	Platform Elevator	\$3,973
2	UNIT & HYDRAULIC ACC	N/A	\$0
3	BODY	N/A	\$0
4	BODY & CHASSIS ACC	N/A	\$0
5	ELECTRICAL	Light Bar	\$884
6	FINISHING	N/A	\$0
7	CHASSIS	2020 Ford F550 Ext. 4X4 XLT	\$8,402
8	OTHER	Model Discount	-\$5,321

OPEN MARKET OPTIONS TOTAL: \$7,938

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$151,847
Delivery to Customer: \$3,140
TOTAL FOR UNIT/BODY/CHASSIS: \$154,987

(C.) ADDITIONAL ITEMS (items are not included in total above)

1			
2			
3			
4			

****Pricing valid for 45 days****

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer.

TO ORDER: To order, please contact the Altec Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than **330** days ARO, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Equipment trades must be received in operational condition (as initial inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.

BUILD LOCATION: Creedmoor, NC

Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: Altec Industries, Inc

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
N/A			

Proposer's Signature: Riley Brown

Date: 1-18-2018

NJPA's clarification on exceptions listed above:

Review and Approved:

2/28/18
NJPA Legal Department

Contract Award
RFP #012418



FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES

In compliance with the Request for Proposal (RFP) for PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Altec Industries, Inc. Date: 1-15-2018

Company Address: 210 Inverness Center Drive

City: Birmingham State: AL Zip: 35242

CAGE Code/Duns & Bradstreet Number: Cage: 1CER8 / D&B: 004001731

Contact Person: Riley Browne Title: Contract Specialist

Authorized Signature: _____
(Name printed or typed) Riley Browne

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 012418-ALT

Proposer's full legal name: Altec Industries, Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be March 14, 2018 and will expire on March 14, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CRO SIGNATURE



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on March 12, 2018

NJPA Contract # 012418-ALT

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Altec Industries, Inc

Authorized Signatory's Title Contract Specialist



VENDOR AUTHORIZED SIGNATURE

Riley Browne

(NAME PRINTED OR TYPED)

Executed on March 12, 2018

NJPA Contract # 012418-ALT



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Altec Industries, Inc.

Address: 210 Inverness Center Drive

City/State/Zip: Birmingham / AL / 35242

Telephone Number: 205-991-7733

E-mail Address: riley.browne@altec.com

Authorized Signature: Riley Browne

Authorized Name (printed): Riley Browne

Title: Contract Specialist

Date: 1-15-2018

Notarized

Subscribed and sworn to before me this 16th day of Jan, 20 17

Notary Public in and for the County of Shelby State of AL

My commission expires: 3-11-18

Signature: [Handwritten Signature]





Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Altec Industries, Inc.

Questionnaire completed by: Riley Browne

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

Payment Terms are Net 30

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Altec Industries provides Leasing and/or financing options through our subsidiary Altec Capital. Options include FMV, TRAC, and Capital leases, Equipment Finance Agreements (EFAs), and a dedicated Municipal Lease option to meet the equipment needs of our municipal customers.

The benefits of our Municipal Lease option include:

- Finance terms to match the useful life of the equipment.
- Flexible lease options to shorten life cycles and decrease maintenance costs.
- Conserves capital budget funds.
- Match payments with budget allocations.
- Non-appropriation language included.

Altec Capital Services municipal lease financing offers terms from 12 to 84 months. Municipal lessees can take advantage of low-rate financing, while simplifying the equipment acquisition process. If budget funds are not approved, simply return the equipment to Altec Capital Services at the end of the current fiscal year.

With Altec Capital Services, there is no need to look anywhere else. Municipalities can now affordably purchase equipment in a timely, simplified way. The municipal lease offering is another product that Altec Capital Services, LLC offers to our customers in an effort to become your partner.

Please feel free to visit <http://www.alteccapital.com> for more information.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

All purchase orders are processed by Altec Industries, as we are a factory direct company. We prefer a process whereas NJPA members issue purchase orders directly to Altec Industries.

Our NJPA quotes / orders are flagged in our system upon creation, and a report is run each quarter to report this sales data to NJPA. This process is the responsibility of a team at our corporate office with visibility of our worldwide operations.

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Yes we accept P-card. There is a fee of 3% for credit card transactions used for the purchase of major units.

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

Please see attached warranty documents for details to supplement the answers below.

- Do your warranties cover all products, parts, and labor?
Yes, our standard warranty is 1 year parts and labor, with 90 days for travel. Additionally it includes a limited lifetime warranty on structural components on all our equipment except for Boom Truck Cranes which are 5 years.
- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
No restrictions, however products must be operated and maintained in accordance with Altec operators and maintenance manuals, programs, and bulletins.
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
Yes, standard warranty is 90 days for travel charges.
- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
No, Altec employs Mobile Service Technicians in all 50 states and Canada. We own and operate 37 service facilities across the United States and Canada. It will be the member's decision to schedule a Mobile Service Technician to come to their site or schedule in shop service. In either case, 1-877-GO ALTEC (1-877-462-5832) is our dedicated number for members to speak with their local Parts, Mobile, or Shop Service representative.
- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
Products not manufactured by Altec which are supplied by Altec on special order would be covered under the manufacturer warranty. This would include items such as inverters, compressors, liftgates, generators, etc.
- What are your proposed exchange and return programs and policies?
Parts ordered in error or no longer needed can be returned. If it was an error on Altec's part or otherwise not the customer's fault the 10% restocking fee will be waived. However, due to the nature of our equipment and the devaluation that occurs upon title / registration, there is no exchange or return program for equipment sales.

6) Describe any service contract options for the items included in your proposal.

We have included service contract packages for member consideration. These include PM Inspections at several different intervals, DOT inspections, Dielectric Tests.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

- A selection of aerial devices with standard service bodies and chip dump bodies mounted on chassis
- A selection of derrick devices with standard service bodies and chip dump bodies mounted on chassis
- A selection of cranes and truck-mounted hydraulic cranes
- A selection of pressure diggers.
- A selection of cable placers, stringers, tensioners, and pullers
- A selection of wood chippers.
- A selection of service bodies mounted on chassis.

A selection of chip dump bodies mounted on chassis.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Line Item Proposed Contract Pricing plus \$2/mile delivery charge (CONUS only). The pricing provided includes a discount of between 3% - 5% off MSRP. See attached ALTEC RFP 012418 Pricing - Not For Distribution, the pricing in this document is for the purposes of this bid only and is not for distribution. Altec is also including ALTEC RFP 012418 Pricing, this is the only document to be distributed.

There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Line Item List Price less 3% - 5% Discount = Proposed Contract Price.

Proposed Contract Price plus \$2/mile delivery charge (CONUS only).

See attached ALTEC RFP 012418 Pricing - Not For Distribution

There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.

- 10) The pricing offered in this proposal is

_____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.

_____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

___X___ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

_____ d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

2-5 Units: 1% Discount from Contract Price

6-10 Units: 1.5% Discount from Contract Price

11-19 Units: 2% Discount form Contract Price

20+ Units: TBD at Time of Order

Note: Units must be identical to qualify for quantity rebate.

- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.

ALTEC will utilize and Open Market section for customer to be able to customize equipment as needed. The items in our Open Market section will marked at 20% above Altec cost and presented on a unique quote for each opportunity for customer review.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list

costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Delivery is the only cost not included in pricing. It applies to all customers and the price is \$2.00 / mile for CONUS. Quotes would need to be done for anything outside of the CONUS and will be priced at or below fair market value.

- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Altec has a team of drivers that work for us. We will also contract with approved and vetted third party drive away companies to deliver our equipment from our manufacturing facilities to the customer site. Delivery is an additional \$2.00 / mile and will be calculated at time of quote for CONUS. Anything outside of the CONUS would be contracted through a third party company and would need to be priced at time of initial quote to customer. Pricing will be at or below fair market value. All parties participating in delivery of equipment will meet certain insurance and liability requirements.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Canada deliveries will be driven to customer site by approved and vetted third party drive away companies. Alaska, Hawaii, and worldwide deliveries will be contracted through a third party company and would need to be priced at time of initial quote to customer. Price will be at or below fair market rate. All parties participating in delivery of equipment will meet certain insurance and liability requirements.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Altec Industries has manufacturing facilities located throughout the country. If customer has a requirement for a "regional build" they can indicate this at time of quote and we will be happy to accommodate. If customer has any unique delivery requirements (such as loading equipment on a trailer for delivery, etc), they can indicate at time of quote and we will be happy to accommodate.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

We currently run quarterly reports for NJPA orders and compare the customers on this list with members listed on NJPA's website to verify customers are members. Our Technical Sales Representatives that prepare NJPA quotes for our customers go through training on the quote process, and our quote template is up to date and posted on our internal company site. Our Account Managers must flag the truck as an NJPA quote in our system in order to receive NJPA pricing.

- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Altec Industries would like to propose a 1% fee payment to NJPA on all orders.

Industry-Specific Questions

- 19) Describe how the equipment you propose in response to this RFP simplifies the operation for end-users.

For 89 years Altec has been designing and manufacturing equipment with the end user in mind. We want operators to work "Safer and Smarter", and our equipment helps them by incorporating our experience and "voice of the customer" input during the design phase of our products. Additionally our Sales, Service, Mobile Service, and Parts networks all being comprised of Altec employees means that there is a single POC for the customer when using Altec equipment if any questions or issues arise.

- 20) Provide examples from your product offering that are not available from most competitors in this industry.

Altec is the only company in the market that offers Aerials, Derricks, Boom Truck Cranes, Chippers, Knuckleboom Cranes, and Service / Chip bodies in the same response to this RFP. We are industry leaders with our JEMS Hybrid technology, and our product development teams are constantly getting feedback from our customers regarding what to develop next. We are very proud of our IsoGrip control handle on our Aerial Devices, which is not available from anyone else.

21) Explain how your equipment in this category reduces down-time on the job site.

Advanced engineering and rigorous testing make Altec equipment the industry leader in durability. When issues arise, the Altec Service Group has over 100 Mobile Service Technicians nationwide that are available to be deployed to your location. Mobile service technicians are equipped with the trucks and tools needed to get your equipment serviced and back on the road as soon as possible. They provide on-site warranty, service and preventative maintenance solutions for our customers

Additionally, Altec Mobile Service has 24 hour emergency assistance, as well as emergency storm coverage.

22) Explain how your company has integrated technology into your equipment to provide efficiencies and analytics to save time and costs on the job.

Altec has partnered with a telematics provider to produce a series of Class 5 aerial devices equipped with enhanced technology, safety features and operating efficiency. The "connected" bucket trucks include solar panels, digital license plates and Internet connectivity via a mobile hot spot.

Many of our customers use our Radio Remote Controls to operate our equipment. This often gives the operator improved visibility of the work being performed as well as allows them to help with other tasks required instead of sitting in an operator seat.

Our Cranes are equipped with Altec LMAP (Load Moment and Area Protection) systems which display all information about the machine and load on line at any given time, helping save time on the job.

Additionally because we offer a full product line, it may be easier for operators to become familiar with our equipment and cross train between our different product lines.

23) How does your manufacturing process eliminate waste and non-value added options to keep price increases to a minimum?

Altec is keenly focuses on eliminating waste and non-value added processes, while keeping price increases to a minimum. We achieve this by running Rapid Continuous Improvement and maintaining a Closed Loop Quality System. Additionally we use the 8-D Problem Solving System and our production sites have implemented the Kanban scheduling system for lean manufacturing. We use our economies of scale to negotiate favorable arrangements from our suppliers, and utilize a FIFO system for parts that we stock.

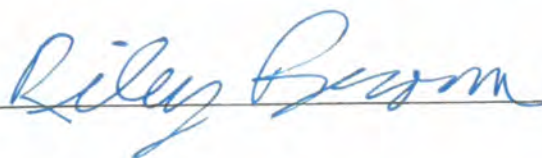
24) Explain how your distributors are set up to provide service and support for equipment in this industry.

As a factory direct company we do not use distributors.

25) Identify how your products, services and supplies address the scope of this RFP.

Altec strives to be a full line / full service provider to the Public Utility Market. The range of our product offering allows customers to truly have a partner in their industry, with one contact for their utility equipment needs. Through the years Altec has demonstrated our ability to meet and exceed the expectations of our NJPA customers and we hope to further strengthen our relationships through this RFP.

Signature:



Date:

1-19-2018

City Commission Meeting

7.4.

Meeting Date: 06/04/2019

Submitted By: Erin Crawford, Chief Financial Officer

SUBJECT:

APPROVE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH INVOICE CLOUD, INC., A DELAWARE CORPORATION, TO PROVIDE AN AUTOMATED PAYMENT SYSTEM TO INTEGRATE WITH THE COGSDALE UTILITY BILLING SOFTWARE PLATFORM.

BACKGROUND:

An automated payment system is required to integrate with the Cogsdale system. Input to develop the Requests for Proposals (RFPs) was received from four City departments: Accounting, Information Technology, Records & Receipts, and Utility Services. The RFPs were transmitted in March 2019. The City received two responses. The selection committee recommends award of professional services to Invoice Cloud, Inc. based on the proposals, demonstrations, and references. This agreement outlines the duties, fee structure, and responsibilities of both parties.

RECOMMENDATION:

Approve and authorize the mayor to execute agreements.

PRESENTER:

Erin Crawford, Chief Financial Officer

Attachments

Agreement

Invoice Cloud Statement of Work City of Enid, Oklahoma

Overview

The Invoice Cloud (IC) suite of services (The Service) will give the **City of Enid, Oklahoma** (Biller) and its customers the ability to accept online payments for invoiced and non-invoiced items. The Service will allow the **City of Enid, Oklahoma** to offer online payment processing in a securely hosted real-time environment. Customers will be able to locate, view and print bills or invoices and payment records online and pay using credit cards, debit cards, and electronic checks.

Definitions:

1. Biller – Merchant / **City of Enid, Oklahoma**
2. Payer – Client customer, resident, person paying a bill or invoice
3. EBPP – Electronic Bill Presentment & Payment
4. Bill – Bill and Invoice are used synonymously throughout this document
5. RTDR - Real-Time Data Refresh – collects and aggregates the data as soon as a user accesses a specific function
6. NTDR – Near-Time Data Refresh – integration that happens periodically; the data is collected immediately but it is not aggregated until later – data can be processed every day, every hour or even every few minutes

1. Security and Industry Compliance

Invoice Cloud maintains full compliance with current applicable Payment Card Industry (PCI) standards, Cardholder Information Security Program (CISP) regulations and National Automated Clearinghouse Association (NACHA) rules and guidelines. Invoice Cloud will abide by such guidelines for the security of all cardholder data that Invoice Cloud possesses.

- a. **PCI** - Invoice Cloud will provide compliant storage of Biller's customer payment information that is certified by Visa/MasterCard. Data security measures are addressed during collection and transmission via SSL with our patent pending encryption technology. All confidential information will be treated in accordance with the PCI standards.
- b. **Software as a Service (SaaS) Architecture** – All Biller customer financial and payment information and the invoice presentment and payment processing application is housed offsite from Biller.
- c. **Browser Compatibility** - Invoice Cloud supports the most current version of the industry's most common browsers.

2. Data Integration

Invoice Cloud maintains an integration with Harris - Cogsdale. The integration for the **City of Enid, Oklahoma** will include the functionality found in Appendix B.

3. Payer Portal

The Payer Portal is an electronic bill presentment and online payment portal where a Biller's customer (Payer) can view a bill and then proceed, within the same user interface, to make an online payment.

- a. Invoice Cloud will present bills electronically through a payer portal that is branded for Biller or via an email notification, if the Payer provides an email address.
- b. The electronic invoice presentment will simulate the paper invoice Biller uses and will be available in PDF and/or html format.
- d. The Service may provide the Payer the option of making a payment via credit card, debit card or electronic check (also referred to as ACH, e-check, EFT).

- e. The Service provides the Payer a one-time online payment option without registration, and the capability to register to access Payer's account history, schedule a payment, or set up AutoPay payments.
- f. A Payer will have the ability to choose their payment date (also known as scheduled payments).
- g. The system will accept partial, full, or overpayments as defined by the Biller.
- h. The Payer will register with the Service using the authentication method designated by Biller.
- i. Linking Accounts - After registering with the Service, the Payer will be able to login into their account(s). If the Payer has multiple accounts and uses the same authentication information for all accounts, the Payer will be able to link their account and view from a single registration. The Payer will then have the option to choose which account they would like to pay or view in further detail.
- j. The Payer will receive an email confirmation of payment after any payment process.
- k. The Payer will have the ability to search and access historical bills once they register with the Service. The Service will store twenty-four (24) months of rolling history from the point of Biller's first invoice file upload to the Service. This includes invoice history and account history.
- l. Biller has the option of allowing the Payer to pay via different payment methods which include online, IVR, IC Biller Portal, Pay by Text, CloudCSRConnect and CloudPOSConnect.
- m. Payers who have scheduled a payment or registered for AutoPay will receive email notification from the Service of pending payments.
- n. The Service includes shopping cart functionality.
- o. The Service will allow the Payer the option to elect paperless billing.
- p. A Payer registered for paperless billing will be automatically placed back on paper billing if their email address is undeliverable; notification of the Payer's undeliverable email address will be sent to Biller via email.
- q. The Service complies with Federal E-Signature Act for paperless billing and AutoPay by providing a system in which a Payer must confirm enrollment in paperless billing and/or AutoPay by responding to an email sent after the Payer registers for paperless billing and/or AutoPay through online self-service.

4. **Biller Portal**

The Biller Portal is an administrative portal where Biller staff will have access to reporting, search customers, search invoices, search payments, initiate payments or credits, login as a Payer, modify email templates, etc.

- a. Biller will have the capability of blocking future payments by specific Payer and payment method type (i.e. Credit Card or EFT/ACH).
- b. **Permissions** – The Biller Portal includes a table of role based permissions, determined by the Biller's System Administrator. Each permission is applied to a user ID on an individual basis to maximize flexibility. The system administrator can allow or disallow access to functions such as viewing data, creating reports, resending email notices, processing payments, credits or refunds, editing email templates and more. Since it is controlled by Biller administrator, changes can be made quickly on an as needed basis.
- c. **Administrative Email Notifications** - Biller may set up the system to send several administrative notifications and request system notifications be sent to multiple staff members. This allows different departments to get the information they need in a timely manner. The notifications include:
 - ACH Reject Notifications
 - Batch Close Notifications
 - Daily Management Report
 - File Processing Notifications
 - Month End Billing Invoice
 - Paperless Customer Email Bounce Daily Report
 - Request System Notifications (this is the ticketing system available in the Invoice Cloud payer portal).
 - Status Notifications (notifications of planned outages, new features, etc.)

- d. **Biller Controlled Configuration Options** – The Biller Portal includes several Biller controlled configurable options to customize the way payments and customer accounts are handled. The Biller will be able to configure for:
- allowing AutoPay and scheduled payments
 - allowing customers to update their phone or mailing address through the payer portal
 - allowing customers to pay less than, or more than the balance due based on receivable type
 - updating Refund Policy description
 - updating customer service phone number

5. Biller Portal - Reporting

Biller can access a selection of pre-configured reports. Biller can request reports for daily, monthly, or date range activity. Most reports can be exported to excel files or scheduled for download as a custom report, as indicated by asterisk (*) in the report name. All stored payment data is truncated, and this is reflected in all reports.

- a. Reports:
- b. Search Customers
- c. Search Invoices
- d. Search Payment Transactions
- e. Monthly Summary
- f. Registration Report
- g. Autopay Report
- h. Paperless Report
- i. Data Synchronization History
- j. EFT/ACH Rejects
- k. View Scheduled Payments
- l. Invoice File History
- m. Import Errors
- n. Daily Payments Received
- o. Total Outstanding Invoices
- p. Email Notification Summary
- q. Email Statistics
- r. Email Tracking
- s. Bounced Email Report
 - Email Statistics
 - Email Tracking
 - Bounced Email Report

6. Payer Email Notifications

Invoice Cloud provides a set of customizable email notification templates for each invoice type that are delivered for numerous events surrounding electronic invoice presentment and payment activity. Email notifications may be customized through the Biller Portal using a Word or HTML style editor and options to insert secure hyperlinks to website, links to electronic documents such as newsletter or bill inserts, and/or variable fields selected from the Biller's data file.

- a. Three (3) email notifications can be scheduled. The first notification is based on the number of days from the invoice due date. Second and third notifications will only be sent to Payers with an outstanding balance, a scheduled payment, or Payers who have signed up for AutoPay.
- b. At the discretion of Biller, Payer email notifications can be delivered for each of the following events.
 - First Invoice Email Notification
 - Second Invoice Email Notification
 - Third Invoice Email Notification

- Payment Transaction Receipt
- Declined Auto Pay Transaction
- Late Fee Email Notification
- Declined Scheduled Payment Notification
- Registered Customer Welcome Email
- AutoPay Registration Notification
- Paperless Registration Notification
- ACH Reject/Chargeback Notices (with reason codes and descriptors)
- Credit Card Expiration Notification
- Scheduled Payment Confirmation
- AutoPay Reminder Notification
- FlexPay Confirmation Notification
- Scheduled Payment Reminder
- Paperless Off Confirmation
- Online Bank Direct Payment Receipt
- Check 21 Payment Receipt
- Linked Accounts First Notice Notification
- Linked Accounts Second Notice Notification
- Linked Accounts Third Notice Notification
- AutoPay Off Confirmation
- Conveyed Customer Notification
- Multiple Registered Customers Welcome Email
- Recurring Scheduled Payment Confirmation
- Recurring Scheduled Payment Canceled

7. **Business Rules**

The Invoice Cloud solution is designed for flexibility for customers and Billers. There are many rules currently available and we will also undertake the creation of new business rules as we both agree. Each bill type operates independently and can accept different payment types as well as other business rules. At Biller's option, multiple business rules can be applied to each bill type. Invoice Cloud provides flexibility regarding business rules to support specific needs, including:

- a. Ability to allow partial payments, over payments, full balance only, or late fees.
- b. Ability to allow payments beyond the due date - The service is designed to accommodate biller specific business rules like allowing payments beyond their due date.
- c. Ability to allow for multiple payment types for one customer for the same bill - The service allows multiple payment types from one customer for the same bill when partial payments are allowed. Credit/debit card and e-check (ACH) can be run separately and an unlimited number of remittance types can be used. For example, a customer can pay part of a bill with a checking account, another part with a credit card and the remainder with a second credit card of a different type.

8. Implementation Process

Invoice Cloud assigns an Implementation Project Manager to each Biller. The PM will be the Biller's primary contact during the implementation process and coordinates all necessary resources from Biller, Biller software company, Invoice Cloud, and any sub-contractors. The PM will provide the Biller with the following documents to facilitate the project:

- a. **New Biller Questionnaire & Questionnaire Key** – Documents critical information needed to setup and initiate the service including information on business rules and feature selection.
- b. **Project Timeline** – Details project schedule and milestones.
- c. **Testing & Training Plan** – This plan walks the Biller through a set of user acceptance testing criteria and facilitates training on the service.

9. Support & Training

- a. **Client Services Business Hours** –Monday through Friday from 7 a.m. to 8 p.m. Eastern Standard Time. Payer Support hours are currently 8 a.m. to 4 p.m. EST.
- b. **Help Desk** - The Service will provide a helpdesk ticketing system for Biller within the Biller Portal to get help from Invoice Cloud client support team. This tool will allow Biller to track and retain resolutions for historical reference.
- c. **Payer Support** – The Payer Support is two tiered with Biller staff as the first line of support regarding account, registration and billing questions. Issues with the Invoice Cloud service operation or incorrect credit card charges will be routed to Invoice Cloud Client Support via telephone or a Biller helpdesk ticket.
- d. **Biller Support** - If Biller encounters an inquiry which they cannot resolve Biller will create a helpdesk support ticket. Invoice Cloud Customer Support will address the issue and if applicable provide training to Biller to allow the address of tickets in a timely matter; often within twenty-four (24) business hours. Biller and technical support is available during business hours.
 - i. **Routine Technical Support** - Technical Support is available during business hours. Biller may call customer support directly; however, the use of the helpdesk ticketing system is encouraged as the preferred method of contact. Invoice Cloud staff views all tickets as they are submitted and routes them to the appropriate person for resolution.
 - ii. **Emergency After-Hours Support** – The helpdesk service is monitored after business hours and emergency support issues are addressed within one (1) hour. An emergency support issue is defined as an issue involving the system being down and inoperable and does not include Payer payment issues. Biller may request email notification be provided in the event the system is down and inoperable.
- e. **Service Enhancements** - Most enhancements do not require action on the part of Biller. Upgrades as agreed are done at the Invoice Cloud server level, so there are no mandatory actions for Biller to take. Support levels are not affected by enhancements.
- f. **Biller Training**- Biller staff will be guided in how to use the system through in-house training, documentation, remote live sessions, and access to our client support team.
 - All standard training will be done remotely. Invoice Cloud's training personnel will provide sessions for both Payer and Biller portals for Biller's staff.
 - Separate training is conducted for Biller's technical staff regarding the uploading of bill files and any other applicable processes.
 - Live webinar training for customer portal, biller portal, and reconciliation will be made available to the Biller on a weekly basis.

10. Marketing

Invoice Cloud provides marketing support that our Billers can use to promote the EBPP and IC payment solutions to its Payers, at no charge. Invoice Cloud's marketing group will schedule a 1-hour conference call to review Invoice Cloud's recommended best practices for promoting the service. Sample templates will be provided for

each item and customizations can be made upon request. The marketing collateral that Invoice Cloud provides may include:

- Bill Inserts
- Newsletters
- Envelope Teasers
- Pay Button Link
- Posters with Acrylic Stands for Payment Counters
- Business card sized take-away cards with QR code
- Local cable/TV station announcement

11. CloudIVRConnect™

The IC CloudIVRConnect allows Billers to accept payments via our interactive voice response system. It provides customers with 24-hour access to account status and billing information (total balance due, past due amount, last payment made, next billing date etc.). The following options are available:

- Provides for a toll-free call and a caller ID number set by the biller
- Supports messaging in both English and Spanish
- Provides for a customizable initial greeting (includes Biller name) – all remaining prompts are standard
- Ability to pay with credit card debit card, or EFT/ACH.
- Replays information with Invoice Cloud generated confirmation #
- Allows for payment utilizing a stored-payment method
- Allows for call transfer
- Allows for local phone number

12. CloudSMSConnect™ (Pay by Text)

The IC CloudSMSConnect allows Billers to accept payments via SMS text messaging. The following options are available:

- Provides interactive registration and service sign-up confirmation
- Sends notification when new bills are available for payment
- Ability to pay with credit card debit card, or EFT/ACH.
- Allows for payment utilizing the Payer's default payment method

13. CloudStore™

The IC CloudStore allows Billers to accept payments for non-invoiced services like books, t-shirts, etc., fire, police, building permits, or activity programs. The following options are available:

- Accept electronic check and or credit/debit cards.
- Customer receives immediate email confirmation of payment.
- Department receives email notification of purchase event for instant fulfillment services.
- Ability to apply convenience fees, if required.
- Reporting by service type.
- Linked to Biller branded payment portal.
- Each service type can have its own online registration form.
- Can be setup to accept payments over the counter.

14. Online Bank Direct™

The IC Online Bank Direct (OBD) allows Billers to electronically import echeck (ACH) payments initiated from consumer bank bill sites. The following options are available:

- Auto-matching of payments with open invoices
- Email consumer a payment notification for those customers with an email address on file

- Ability to apply a single payment to multiple invoices
- Custom search capabilities to locate matching invoice(s)
- Electronic deposit of corresponding echecks

This SOW contains many products, services and payment methods. Only the specific products, services and payment methods selected by the **City of Enid, Oklahoma**, as outlined in the Biller Order Form, are included in the delivery of products, services and payment methods.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

City of Enid, Oklahoma

Invoice Cloud, Inc.

By: _____

By: _____

Printed Name: George Pankonin

Printed Name: Robert Lapidis

Title: Mayor

Title: President, Invoice Cloud Inc.

Date: _____

Date: _____

Appendix A: System Modifications

As outlined below, Invoice Cloud has agreed to make the following changes to the setup and functionality of our platform:

NONE

Appendix B: Integration Supported Features

Harris	Cogsdale	
PRODUCTS		
EBPP	Supported	
Invoice Types	#42 – Utility	
IVR	Supported	
Pay by Text	Supported	
Cloud POS Connect	Supported	
Cloud CSR Connect (new order/utility deposits*)	Supported	
KIOSK	Supported	
DATA EXCHANGE	Method	Frequency
Invoices	Web Service	Each Billing Cycle
Payments	Data Pump	Near Time
AutoPay Flags	Data Pump	Near Time
Paperless Flags	Data Pump	Near Time
Account Balances	RTDR	Real Time
Account Linking	Web Service	Near Time
Block Payment Method (Credit/ACH)	RTDR	Real Time (version 3 only)
INVOICE FILES		
IC Translates file	Supported	
Historical Data (2 years shown online)	Supported	
BILL PRESENTMENT		
PDF Extraction (Partial/Full)	Not Supported	
Templates	Not Supported	
Link to PDFs	Supported	
BATCH CLOSE		
Standard or Custom	Custom	
CUSTOM OPTIONS		
Single Sign-on	Supported	
Branded Biller Portal	Supported	
Branded Payer Portal	Supported	

*Note: Biller must be on build number 43 with Cogsdale.

Appendix C: Biller Deliverables

Deliverable
Sample Invoice File (BIF)
Web services installed
Firewall access granted – White listing
SSO User name & password conversion data if applicable
Auto Pay Conversion data if applicable
Paperless conversion data if applicable

SALES INFORMATION

IC Sales Rep	Arvina Barnes	Sales Prtnr		Order Date	5/10/2019
Order Type	New	Vertical	Utility	Software Prtnr	Harris - Cogsdale
				IC Division	GUB

PAYMENT METHODS ACCEPTED

Payment Types	<input checked="" type="checkbox"/> VISA/MasterCard/Discover	<input checked="" type="checkbox"/> American Express	<input checked="" type="checkbox"/> ACH/EFT
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BILLER INFORMATION

Ownership Type	Municipal Government Utility	Phone	580-234-0400	Fax	
Legal Name	City of Enid, Oklahoma	Website URL	www.enid.org		
Address 1	401 W Owen K Garriott Road	Bus. Open Date	3/7/1905		
Address 2		Federal Tax ID	73-6005197		
City	Enid	State	OK	ZIP	73701

** Federal Tax ID and Legal Name must match on all documents.*

BILLER CONTACTS

Project Manager	Jennifer Smith	Technical Support	
Phone	580-616-7286	Phone	
Ext		Ext	
Email Address	jsmith@enid.org	Email Address	
Marketing		Billing/Accounting	
Phone		Phone	
Ext		Ext	
Email Address		Email Address	

SIGNATORY AUTHORITY

Name	George Pankonin	Title	Mayor
Phone	580-234-0400	Email Address	gpankonin@enid.org
Fax			

BILLER PRICING

Description	Interval	Cost Type	Cost
Billor Portal Access Fee	Monthly	Fixed (\$)	150.00
IC Payment Transaction Fee - EFT	Per Item	Fixed (\$)	.50
IC IVR Payment Transaction Fee - EFT	Per Item	Fixed (\$)	.75
ACH Reject Fee Non-Submitter (Chase)	Per Item	Fixed (\$)	10.00
IC Payment Transaction Fee - Credit Card	Per Item	Fixed (\$)	.65
IC IVR Payment Transaction Fee - Credit Card	Per Item	Fixed (\$)	.75
Chargeback Fee Non-Submitter (Chase)	Per Item	Fixed (\$)	10.00
Recurring Transaction (ACH only)	Per Item	Fixed (\$)	.20
Invoice Presentment For Paperless Customers	Per Item	Fixed (\$)	.25
OBD Access Fee	Monthly	Fixed (\$)	50.00
Miscellaneous Services	Per Item	Fixed (\$)	.25
Scanner Rental Fee	Monthly	Fixed (\$)	15.00

BILLER BANK INFO

Note: Must include voided business check or bank letter for each unique account

Billing Method	ACH Month End Fees	Bank Name	Security National Bank
Name on Account	City of Enid	Phone	580-234-5151
Bank Address	201 West Broadway, Enid, OK 73703	Last 4 Acct #	3553
Routing #	103100179		

DATA RETENTION

Months to Keep	24	* Additional Fees apply if greater than 24 months
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NOTES/SPECIAL HANDLING

Note:
 IC IVR Payment Transaction Fee – EFT and IC Payment Transaction Fee – Credit Card line items represent the IVR Surcharge.
 Invoice Presentment for Paperless Customers is only for NEW paperless customers who enroll through IC. It will not apply to customers who are on paperless before the IC implementation.
 Miscellaneous Services represents Online Bank Direct per item fee.
 Scanner Rental Fee represents the monthly fee for POS terminals. Enid requires 2 terminals at initial go live but additional terminals may be requested in future.

CERTIFICATION AND AGREEMENT

- A. By signing below, the Biller hereby authorizes Invoice Cloud, Inc. ("Invoice Cloud") to initiate and execute debit/credit entries to its checking/deposit account(s) indicated above at the depository financial institution(s) named above and to debit/credit the same such account(s). The Biller acknowledges that the origination of ACH transactions to its account(s) must comply with the provisions of U.S. law. This authority is to remain in full force and effect until (i) Invoice Cloud has received written notification (by electronic or U.S. mail) from the Biller of its revocation in such time and manner as to allow Invoice Cloud a reasonable opportunity to act on it, but not less than 10 business days notice; and (ii) all obligations of the Biller to Invoice Cloud that have arisen under this Agreement and all other agreements have been paid in full. The Biller must also notify Invoice Cloud, in writing, (by electronic or U.S. mail) when a change in account number(s) or bank has occurred at which time this authorization shall apply to such new/changed account. This notification must be received within 10 business days of change. A fee will be charged for any returned ACH debits.
- B. By signing below, the Biller named: (1) has read, agreed to, and acknowledges receipt of the Biller Agreement, Biller T+C and other Order Forms executed by the Biller, and (2) certifies to Invoice Cloud that he/she is authorized to sign this Order Form; (3) certifies that all information and documents submitted in connection with this Order Form are true and complete; (4) authorizes Invoice Cloud or its agent to verify any of the information given, including credit references, and to obtain credit reports (including a spouse if in a community property state); (5) agrees to pay the Monthly Access Fee through the last day of the month following the effective date of termination as provided in the Billing Agreement; (6) agrees that Biller and each transaction submitted will be bound by the Order Form and the Biller Agreement in its entirety; (7) agrees that Biller will submit transactions only in accordance with the information in this Order Form and Biller Agreement and will immediately inform Invoice Cloud, by email (contracts@invoicecloud.com) if any information in this Order Form changes, and (8) the Biller agrees and understands that outstanding sums due and owing to Invoice Cloud, will be charged daily or monthly and debited from its current depository account. Non-sufficient funds for these debits are grounds for a change in fees or termination of this Agreement. In the event of non-payment of any sums due, Invoice Cloud reserves the right to withdraw such sums from the current depository account at any time to ensure payment of the same.
- C. Pay by Text: Standard data rates and text messaging rates may apply based on the payer's plan with their mobile phone carrier. Payer can opt out of text messaging at any time with Invoice Cloud. Partial payment or overpayment is not supported. Service fees may apply based on the biller set up with Invoice Cloud. Biller may not use the service for activities that violate any law, statute, ordinance or regulation.
- D. By signing below, the Biller hereby gives permission to Invoice Cloud to access his / her credit history via Trans Union, Equifax, or other credit-reporting agency.
- E. The Order Form and the Biller Agreement will become effective only when counter-signed by Invoice Cloud and upon execution by the Biller of such third party agreement required by Invoice Cloud to permit use of the payment function of the Service.

In WITNESS WHEREOF, the parties hereto have executed this Agreement as of this day

Accepted by Biller:

X

Corporate Officer

Printed Name

Title

Accepted by Invoice Cloud, Inc.:

X

Corporate Officer

Printed Name

Title

Biller Agreement

1. License Grant & Restrictions. Subject to execution by Biller of the Invoice Cloud Biller Order Form incorporating this Agreement, Invoice Cloud hereby grants Biller a non-exclusive, non-transferable, worldwide right to use the Service described on the Biller Order Form until termination as provided herein, solely for the following purposes, and specifically to bill and receive payment from Biller's own customers, for Services that are referenced in the Biller Order Form. All rights not expressly granted to Biller are reserved by Invoice Cloud and its licensors.

Biller will provide to Invoice Cloud all Biller Data generated for Biller's Customers. Unless otherwise expressly agreed to in writing by Invoice Cloud to the contrary, Invoice Cloud will process all of Biller's Customers' Payment Instrument Transactions requirements related to the Biller Data and will do so via electronic data transmission according to our formats and procedures for each electronic payment type selected in the Biller Order Form. In addition, Biller will sign all third party applications and agreements required for the Service including without limitation payment and credit card processing agreements and merchant agreements. For invoice types listed on the Order Form (e.g. real estate taxes, utility bills, birth certificates, parking tickets, event tickets, etc.), Biller will not use the credit card processing, ACH or check processing of any bank, payment processor, entity, or person, other than Invoice Cloud via electronic data transmission or the authorization or processing of Biller's Customers' Payment Instrument Transactions for each electronic payment type selected in the Biller Order Form throughout the term of this Agreement.

Biller shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) Recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Service; or (v) copy any features, functions or graphics of the Service.

2. Privacy & Security. Invoice Cloud's privacy and security policies may be viewed at <http://www.invoicecloud.com/privacy.html>. Invoice Cloud reserves the right to modify its privacy and security policies in its reasonable discretion from time to time which modification shall not materially adversely impact such policies. Invoice Cloud will maintain compliance with current required Payment Card Industry (PCI) standards and Cardholder Information Security standards.

3. Account Information and Data. Invoice Cloud does not and will not own any Customer Data, in the course of providing the Service. Biller, not Invoice Cloud, shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability of, and obtaining the intellectual property rights to use and process all Customer Data. In the event this Agreement is terminated, Invoice Cloud will make available to Biller a file of the Customer Data within 30 days of termination of this Agreement (or at a later time if required by applicable law), if Biller so requests at the time of termination. Invoice Cloud reserves the right to remove and/or discard Customer Data with 30 days notice except as prohibited by applicable law or in the event of exigent circumstances which makes prior notice impracticable, and in which case, notice will be provided promptly thereafter.

4. Confidentiality / Intellectual Property Ownership. Invoice Cloud agrees that it may be furnished with or otherwise have access to Customer Data that the Biller's customers considers being confidential. Invoice Cloud agrees to secure and protect the Customer Data in a manner consistent with the maintenance of Invoice Cloud's own Confidential Information, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than commercially reasonable measures. Invoice Cloud will not sell, transfer, publish, disclose, or otherwise make available any portion of the Customer Data to third parties, except as required to perform the Services under this Agreement or otherwise required by applicable law.

Invoice Cloud (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Invoice Cloud Technology, the Content and the Service and any enhancement requests, feedback, integration components, suggestions, ideas, and application programming interfaces, recommendations or other information provided by Biller or any other party relating to the Service. In the event any such intellectual property rights in the Invoice Cloud Technology, the Content or the Service do not fall within the specifically enumerated works that constitute works made for hire under applicable copyright laws or are deemed to be owned by Invoice Cloud, Biller hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such intellectual property rights to Invoice Cloud. The Invoice Cloud name, the Invoice Cloud logo, and the product names associated with the Service are trademarks of Invoice Cloud or third parties, and no right or license is granted to use them.

Biller agrees that during the course of using or gaining access to the Service (or components thereof) it may be furnished with or otherwise have access to information that Invoice Cloud considers to be confidential including but not limited to Invoice Cloud Technology, customer and/or prospective customer information, pricing and financial information of the parties which are hereby deemed to be Invoice Cloud Confidential Information, or any other information by its very nature constitutes information of a type that any reasonable business person would conclude was intended by Invoice Cloud to be treated as proprietary, confidential, or private (the "Confidential Information"). Biller agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of Invoice Cloud's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than reasonable efforts. Biller will not sell, transfer, publish, disclose, or otherwise make available any portion of the Confidential Information of the other party to third parties (and will ensure that its employee and agents abide by the requirements hereof), except as expressly authorized in this Agreement or otherwise required by applicable law.

Biller Agreement

5. Billing and Renewal. Invoice Cloud fees for the Service are provided on the Biller Order Form. Invoice Cloud's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, Invoice Cloud may assess and/or collect such taxes, levies, or duties against Biller and Biller shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Invoice Cloud's income. All payment obligations are non-cancellable and all amounts or fees paid are non-refundable. Unless Invoice Cloud in its discretion determines otherwise, all fees will be billed in U.S. dollars. If Biller believes Biller's bill or payment is incorrect, Biller must provide written notice to Invoice Cloud within 60 days of the earlier of the invoice date, or the date of payment, with respect to the amount in question to be eligible to receive an adjustment or credit; otherwise such bill or payment is deemed correct. Invoice Cloud reserves the right to modify any pricing with respect to fees owed by the Biller upon thirty days written notice to Biller based on increases incurred by Invoice Cloud on fees, assessments, and the like from credit card processors, bank card issuers, payment associations, ACH and check processors.

6. Term and Termination. The initial term of this Agreement shall be for a period of one (1) year ("**Initial Term**") commencing on the Effective Date on the Biller Order Form and will renew for each of additional successive one (1) year terms ("**Renewal Term**") unless terminated as set forth herein. This Agreement may be terminated by either party effective at the end of the Initial or any Renewal Term by such party providing written notice to the other party of its intent not to renew no less than ninety (90) days prior to the expiration of the then-current term. Additionally, this Agreement may be terminated by either party with cause in the event of a material breach of the terms of this Agreement by the other party and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. For example, any unauthorized use of the Invoice Cloud Technology or Service by Biller, or its authorized users will be deemed a material breach of this Agreement. Upon any early termination of this Agreement by Invoice Cloud as a result of the breach, Biller shall remain liable for all fees and charges incurred, and all periodic fees owed through the end of the calendar month following the effective date of termination. Upon any termination or expiration of this Agreement, Biller's password and access will be disabled and Biller will be obligated to pay the balance due on Biller's account computed in accordance with the Charges and Payment of Fees section above. Biller agrees that Invoice Cloud may charge such unpaid fees to Biller's Debit Account or credit card or otherwise bill Biller for such unpaid fees.

7. Invoice Cloud Responsibilities. Invoice Cloud represents and warrants that it has the legal power and authority to enter into this Agreement. Invoice Cloud warrants that the Service will materially perform the functions that the Biller has selected on the Order Form under normal use and circumstances and that Invoice Cloud shall use commercially reasonable measures with respect to Customer Data to the extent that it retains such, in the operation of the Service; provided that the Biller shall maintain immediately accessible backups of the Customer Data. In addition, Invoice Cloud will, at its own expense, as the sole and exclusive remedy with respect to performance of the Service, correct any Transaction Data to the extent that such errors have been caused by Invoice Cloud or by malfunctions of Invoice Cloud's processing systems.

8. Limited Warranty EXCEPT AS PROVIDED IN SECTION 7, THE SERVICES AND ALL CONTENT AND TRANSACTION DATA IS PROVIDED WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THAT THE SERVICE WILL NOT DELAY IN PROCESSING OR PAYING, OR (C) THE SERVICE WILL MEET REQUIREMENTS WITH RESPECT TO SIZE OR VOLUME. Invoice Cloud's service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Invoice cloud is not responsible for any delays, delivery failures, or other damage resulting from such problems. Biller represents and warrants that Biller has not falsely identified itself nor provided any false information to gain access to the Service and that Biller's billing information is correct.

9. Biller's Responsibilities. Biller represents and warrants that it has the legal power and authority to enter into this Agreement. Biller is responsible for all activity occurring under Biller's accounts and shall abide by all applicable laws, and regulations in connection with Biller's and/or its customers' and a payers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller shall: (i) notify Invoice Cloud immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Biller's Users; and (iii) obtain consent from Biller's customers and payers to receive notifications and invoices from Invoice Cloud. Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processor, ACH bank and other related circumstances. Biller agrees and acknowledges that in the event that Biller has access to, receives from, creates, or receives protected health information, or Biller has access to, creates, receives, maintains or transmits on behalf of electronic protected health information (as those terms are defined under the privacy or security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009 ("**ARRA**"), during the performance under this Agreement, it will comply with all such law, regulations and rules related thereto.

Biller is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of services and adjustment of Transactions. Biller is also required to disclose a refund, return or cancellation policies to Invoice Cloud and any applicable payment processors and Biller's Customers, as requested. Any change in a return/ cancellation policy must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change. If Biller allows or is required to provide a price adjustment, or cancellation of services in

Biller Agreement

connection with a Transaction previously processed, Biller will prepare and deliver to Invoice Cloud Transaction Data reflecting such refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment cannot exceed the amount shown as the total on the original Transaction Data. Biller may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer's account; nor may Biller give cash/check refunds to a Customer in connection with a Transaction previously processed, unless required by applicable law

10. Indemnification. To the extent permitted under applicable law, Invoice Cloud shall indemnify and hold Biller, employees, attorneys, and agents, harmless from any losses, liabilities, and damages (including, without limitation, Biller's costs, and reasonable attorneys' fees) arising out: (i) failure by Invoice Cloud to implement commercially reasonable measures against the theft of the Customer Data; or (ii) its total failure to deliver funds processed by Invoice Cloud as required hereunder (which relates to payments due from Invoice Cloud for Transaction Data). This indemnification does not apply to any claim or complaint relating to Biller's failure to resolve a payment dispute concerning debts owed to Biller or Biller's negligence or willful misconduct or violation of any applicable agreement or law.

11. Fees.

Invoice Cloud will not charge fees related to the initial setup, initial implementation and personalization of its standard Service unless a fee is included in the Biller Order Form. Invoice Cloud will charge the Biller or payer fees as provided in the Biller Order Form. In addition, Invoice Cloud reserves the right to charge for changes to the setup, implementation or personalization performed after the completion of initial setup or implementation and any other requested work or changes including the following services, at its then standard rates:

- new file/biller set up
- template changes
- custom reports and other custom development
- new bill printer support
- invoice file format changes resulting in revision of integration/data translation
- re-implementation of a site/system and/or new billing system
- payment file revisions
- loading pdfs and importing/loading invoices
- conversion of biller customer registrations/passwords (post initial implementation)
- balance forward of invoices
- other out of scope services

12. Limitation of Liability. INVOICE CLOUD'S AGGREGATE LIABILITY SHALL BE UP TO AND NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM BILLER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL INVOICE CLOUD AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Biller.

13. Export Control. The Biller agrees to comply with United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies.

14. Notice. Either party may give notice by electronic mail to the other party's email address (for Biller, that address on record on the Biller Order Form, or by written communication sent by first class mail or pre-paid post to the other party's address on record in Invoice Cloud's account information for Biller, and for Invoice Cloud, to Invoice Cloud, Inc., 30 Braintree Hill Office Park, Suite 303, Braintree, MA 02184 Attention: Client Services. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).

15. Assignment. This Agreement may not be assigned by either party without the prior written approval of the other party, but may be assigned without such party's consent to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

16. Insurance.

Invoice Cloud agrees to maintain in full force and effect during the term of the Agreement, at its own cost, the following coverages:

- a. Commercial General or Business Liability Insurance with minimum combined single limits of One Million (\$1,000,000) each occurrence and Two Million (\$2,000,000) general aggregate.

Biller Agreement

- b. Umbrella Liability Insurance with minimum combined single limits of Five Million (\$5,000,000) each occurrence and Five Million (\$5,000,000) general aggregate.
- c. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million (\$1,000,000) for any one occurrence, with respect to each of the Invoice Cloud's owned, hired or non-owned vehicles assigned to or used in performance of the Services.
- d. Errors and Omissions Insurance (Professional Liability and Cyber Insurance) with limits of liability of at least One Million Dollars (\$1,000,000) per claim and in the aggregate.

17. Immigration Laws. For Services performed within the United States, Invoice Cloud will assign only personnel who are either citizens of the United States or legally eligible to work in the United States. Invoice Cloud represents and warrants that it has complied and will comply with all applicable immigration laws with respect to the personnel assigned to the Biller.

18. General. With respect to agreements with municipalities, localities or governmental authorities, this Agreement shall be governed by the law of the state wherein such municipality, locality or governmental authority is established, without regard to the choice or conflicts of law provisions of any jurisdiction. With respect to Billers who are not with municipalities, localities or governmental authorities, this Agreement shall be governed by Massachusetts law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. No text or information set forth on any other purchase order, preprinted form or document (other than an Biller Order, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Biller and Invoice Cloud as a result of this agreement or use of the Service. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Invoice Cloud in writing. All rights and obligations of the parties in Sections 4, 6, 10, 12, 14 and 18 shall survive termination of this Agreement. This Agreement, together with any applicable Biller Order Form, comprises the entire agreement between Biller and Invoice Cloud and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral between the parties regarding the subject matter contained herein. Biller agrees that Invoice Cloud can disclose the fact that Biller is a paying customer and the edition of the Service that Biller is using.

Additional terms and conditions and definitions applicable to this Agreement and the Biller Order Form are found at www.invoicecloud.com/termsandconditions (the "Biller T+C") and are agreed to by Invoice Cloud and the Biller.

City Commission Meeting

7.5.

Meeting Date: 06/04/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

AWARD A CONTRACT TO EMC SERVICES, LLC, OKLAHOMA CITY, OKLAHOMA, FOR PROJECT NO. F-1812C, PAVED CHANNEL FROM WEST OF MAYBERRY STREET TO HOOVER STREET, IN THE AMOUNT OF \$82,015.00.

BACKGROUND:

The work in this project consists of improving and paving a drainage channel from west of Mayberry Street to Hoover Street to improve the stormwater drainage and reduce the maintenance costs. The base bid includes improving 35 feet of existing channel, construction of a retaining wall and paved trickle channel, and an access path for future construction and maintenance. Alternate No. 1 includes the lowering and protection of 210 linear feet of sanitary sewer service lines at eight locations.

The project may be awarded to other than the lowest bidder, as provided for in the provisions of Paragraph 3.19 of the City of Enid Finance Procedures Manual. The lowest bidder did not demonstrate sufficient experience with the installation and protection of sanitary sewer lines and therefore could not be qualified for this project.

The second lowest bidder has previously been qualified for this type of construction and and has recently constructed paved channels for the City of Enid.

Three bids were received, shown from lowest to highest:

Contractor	Base Bid	Alternate #1
Waterfront Construction	\$65,137.08	\$17,425.00
EMC Services, LLC.	\$82,015.00	\$15,350.00
Downey Contracting, LLC.	\$157,519.00	\$32,408.00
Engineer's Estimate	\$59,095.80	\$22,174.30

EMC Services has been determined to be the lowest, responsible and qualified bidder.

RECOMMENDATION:

Award a contract to EMC Services, LLC. in the amount of \$82,015.00.

PRESENTER:

Murali Katta, P.E., City Engineer

Fiscal Impact

Budgeted Y/N: Y

Amount: \$82,015.00

Funding Source:

43-435-9251

Attachments

Canvass

FROM: Jacque Cook
DATE: May 16, 2019

PAGE 1 OF 1

CANVASS OF BIDS
for
Channel Improvements from Mayberry St. to Hoover St.
Project Number F-1812C

<u>FIRM NAME AND ADDRESS</u>	<u>PRODUCT/SERVICE BID</u>	<u>PRICE</u>
Waterfront Construction	Base Bid	\$ 65,137.08
6713 S Barnes Ave	Alternate 1	\$ 17,425.00
Oklahoma City, OK 73159		

Bid meets or exceeds all major specifications: X YES NO
Bid meets or exceeds all minor specifications: X YES NO

DEVIATIONS: **Met the Specifications.**

EMC Services, LLC.	Base Bid	\$ 82,015.00
1400 SW 56th St.	Alternate 1	\$ 15,350.00
Oklahoma City, OK 73119		

Bid meets or exceeds all major specifications: X YES NO
Bid meets or exceeds all minor specifications: X YES NO

DEVIATIONS: **Met the Specifications.**

Downey Contracting, LLC	Base Bid	\$ 157,519.00
3217 N.E. 63rd St.	Alternate 1	\$ 32,408.00
Oklahoma City, OK 73121		

Bid meets or exceeds all major specifications: X YES NO
Bid meets or exceeds all minor specifications: X YES NO

DEVIATIONS: **Met the Specifications.**

RECOMMENDATION: Award contract to EMC Services, LLC., for Base Bid, in the amount of \$ 82,015.00, because the lowest bid does not meet major specifications.

City Commission Meeting

7.6.

Meeting Date: 06/04/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

AWARD A CONTRACT TO RICK LORENZ CONSTRUCTION, INC., ENID, OKLAHOMA, FOR PROJECT NO. F-1903C, WILLOW ROAD BOX CULVERT EAST OF GARLAND ROAD ON GARLAND TRIBUTARY, IN THE AMOUNT OF \$357,281.06, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS.

BACKGROUND:

The work in this project consists of replacing the existing culvert with concrete box structures on West Willow Road, between Garland Road and Oakwood Road. The existing structure is beginning to deteriorate and requires replacement. Alternate No. 1 provides for a concrete pavement surface and Alternate No. 2 provides for an asphalt pavement surface.

Due to the need to close a portion of Willow Road, the construction will be expedited in an attempt to minimize the traffic impacts in this area.

Three bids were received, shown from lowest to highest:

Contractor	Base Bid	Alternate #1	Alternate #2
Rick Lorenz Construction, Inc.	\$331,081.02	\$19,716.80	\$26,200.04
EMC Services, LLC.	\$409,120.00	\$20,340.00	\$26,544.00
Haskell Lemon Construction, Co.	\$712,120.50	\$61,155.00	N/A
Engineer's Estimate	\$343,306.00	N/A	\$12,540.00

All bids were found in order and Rick Lorenz Construction submitted the lowest, responsible bid and the period of performance is 120 days.

RECOMMENDATION:

Award contract to Rick Lorenz Construction, Inc., in the amount of \$357,281.06 for the Base Bid and Alternate No. 2, and authorize the Mayor to execute all contract documents.

PRESENTER:

Murali Katta, P.E., City Engineer

Fiscal Impact

Budgeted Y/N: Y

Amount: \$357,281.06

Funding Source:

43-435-9251

Attachments

Canvass of Bids

FROM: Murali Katta
DATE: June 4, 2019

PAGE 1 OF 1

CANVASS OF BIDS
for
Box Structure on West Willow Road
Project Number F-1903C

<u>FIRM NAME AND ADDRESS</u>	<u>PRODUCT/SERVICE BID</u>	<u>PRICE</u>
Rick Lorenz Construction, Inc.	Base Bid	\$ 331,081.02
4502 N. 4th Street	Alternate #1	\$ 19,716.80
Enid, OK 73701-6503	Alternate #2	\$ 26,200.04

Bid meets or exceeds all major specifications: X YES NO
Bid meets or exceeds all minor specifications: X YES NO

DEVIATIONS: **Met the Specifications.**

EMC Services, LLC.	Base Bid	\$ 409,120.00
1400 SW 56th Street	Alternate #1	\$ 20,340.00
Oklahoma City, OK 73119	Alternate #2	\$ 26,544.00

Bid meets or exceeds all major specifications: X YES NO
Bid meets or exceeds all minor specifications: X YES NO

DEVIATIONS: **Met the Specifications.**

Haskell Lemon Construction, Co.	Base Bid	\$ 712,120.50
P.O. Box 75608	Alternate #1	\$ 61,155.00
Oklahoma City, OK 73147-0608	Alternate #2	\$ -----

Bid meets or exceeds all major specifications: X YES NO
Bid meets or exceeds all minor specifications: X YES NO

DEVIATIONS: **Met the Specifications.**

RECOMMENDATION: Award contract to Rick Lorenz Construction, Inc., for the Base Bid and Alternate #2, in the amount of \$357,281.06.

CONSTRUCTION CONTRACT

This Contract is made and entered into this 4th day of JUNE, 2019, by and between the City of Enid, an Oklahoma Municipal Corporation, hereinafter called "City," and RICK LORENZ CONSTRUCTION, INC., a(n) CORPORATION, hereinafter called "Contractor."

WITNESSETH

WHEREAS, in accordance with the Charter of the City of Enid and the Public Competitive Bidding act of 1974, 61 Okla. Stat. §§ 101 et seq. (hereinafter collectively referred to as "local and state law"), the City has caused to be prepared certain plans, specifications, and other bidding documents (the "Bidding Documents") for the work hereinafter described; and,

WHEREAS, in accordance with local and state law, the City has approved and adopted all of said Bidding Documents and has caused a Solicitation for Bids to be given and advertised and has received sealed bids for the furnishing of all labor and materials for:

WILLOW ROAD BOX CULVERT EAST OF GARLAND – ON GARLAND TRIBUTARY F-1903C

as outlined and set out in the Bidding Documents and in accordance with the terms and provisions of this Contract; and,

WHEREAS, Contractor, in response to said Solicitation for Bids, has submitted to the City, in the manner and at the time specified, a sealed bid in accordance with the terms of the Bidding Documents; and,

WHEREAS, the City, in the manner provided by local and state law, has publicly opened, examined and canvassed the bids submitted and has determined and declared the above-named Contractor to be the lowest responsible bidder on the above described project; and,

WHEREAS, the City has duly awarded this Contract to said Contractor, for the sum named in the bid, to-wit:

Three Hundred Fifty-Seven Thousand Two Hundred Eighty-One Dollars and 06/100 (\$357,281.06).

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

1. Incorporation of Bidding Documents. This Contract hereby incorporates, as if fully set out herein, the Plans, Specifications, General Provisions, Special Provisions, Contractor's Proposal and any and all Addendums issued. All of these documents have been provided to and/or by the Contractor and are on file in the Office of the City Clerk of the City of Enid. Hereinafter, these documents shall be collectively referred to as "Bidding Documents."
2. Engagement of Contractor. The City hereby engages Contractor to perform certain

construction services for the benefit of the City. Contractor accepts such engagement pursuant to the terms and conditions set forth herein.

3. Scope of Engagement. Contractor shall, in a good and first-class, workmanlike manner, at its own cost and expense, furnish all labor, materials, tools and equipment required to perform and complete said work in strict accordance with the Bidding Documents, with the following additions and/or exceptions: (if none, so state.)

(NONE)

Alternate bids chosen: Alternate #2

4. Payments to Contractor. The City shall make payments to the Contractor in the following manner:
 - a. On or about the first (1st) day of each month, the City Engineer, or other appropriate person, will make accurate estimates of the value, based on contract prices, of the work done and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The Contractor shall furnish to the Engineer such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates. Ninety-five percent (95%) of such estimated sum shall be paid to the Contractor within five (5) days after the first regularly scheduled meeting of the Mayor and Board of Commissioners of the following month.
 - b. On completion of the work, but prior to the acceptance thereof by the City, it shall be the duty of the Engineer for the City, or other appropriate person, to determine that said work has been completely and fully performed in accordance with this Contract and all incorporated documents; and upon making such determination, said official shall make his final certification to the City.
 - c. The Contractor shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the contract bonds, for payment of the final estimate to the Contractor; thereupon, the final estimate (including retainage, but less any liquidated damages), will be approved and paid, within five (5) days after the first regularly scheduled meeting of the Mayor and Board of Commissioners of the following month.
5. Bargaining. The City and the Contractor have had the opportunity to seek independent legal counsel before entering into this Contract. The language of this Contract shall be construed simply, according to its fair meaning, and not strictly for or against either party.
6. Third Party Beneficiaries. Nothing in this Contract, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Contract, except as provided expressly herein.
7. Notices. Whenever a notice is required to be given in writing and under the terms of this Contract, or any extension hereunder, such notice shall either be hand-delivered or

Approved as to form:

City Attorney

Date: _____

Rick Lorenz Construction Inc
Contractor

a(n) Oklahoma Corp

Marty Lorenz
Signature

Marty Lorenz
Printed Name

President
Title

ATTEST:

Patty Lorenz
Secretary and/or Witness

State of Oklahoma)
County of Garfield) ss.

Marty Lorenz, of lawful age, being first duly sworn, on oath, says that (s)he is the agent authorized by the Contractor to submit the above Contract to the City of Enid, Oklahoma. Affiant further states that Contractor has not paid, given or donated, or agreed to pay give or donate to any officer or employee of the City of Enid, any money or other valuable thing, either directly or indirectly, in the procuring of this Contract.

Marty Lorenz
Signature
Marty Lorenz
Printed Name/Title



Subscribed and sworn to before me this 31st day of May, 2019.

Patty Lorenz
Notary Public

My Commission Expires: 8-27-2022

My Commission Number: 10007146

CLAIM OR INVOICE AFFIDAVIT

STATE OF Oklahoma
COUNTY OF Garfield) SS:

The undersigned (architect, contractor, supplier, engineer, or supervisory official) of lawful age, being first duly sworn, on oath says that this invoice, claim or contract is true and correct. Affiant further states that the work, services, or materials as shown by this invoice or claim have been completed or supplied in accordance with the plans, specifications, orders or requests furnished to the affiant. Affiant further states that (s)he has made no payment, given or donated or agreed to pay, give or donate either directly or indirectly to any elected official, officer or employee of the State of Oklahoma, of money or any other thing of value to obtain payment or the award of this contract.

Willow Road Box Culvert East of Garland -
Project Name
F-1903C On Garland Tributary
Project Number



[Signature]
Signature (Contractor or Supplier)

Rick Lorenz Construction, Inc
Company Name

4502 N. 4th
Address

Enid, OK 73701
City, State, Zip

Subscribed and sworn to before me this 31st day of May, 2019

Patty Lorenz, Notary Public

My Commission Expires:

Architect, Engineer, or Other Supervisory Official

Subscribed and sworn to before me this _____ day of _____, 20__.

_____, Notary Public

My Commission Expires

CONSTRUCTION CONTRACT

This Contract is made and entered into this 4th day of JUNE, 2019, by and between the City of Enid, an Oklahoma Municipal Corporation, hereinafter called "City," and RICK LORENZ CONSTRUCTION, INC., a(n) CORPORATION, hereinafter called "Contractor."

WITNESSETH

WHEREAS, in accordance with the Charter of the City of Enid and the Public Competitive Bidding act of 1974, 61 Okla. Stat. §§ 101 et seq. (hereinafter collectively referred to as "local and state law"), the City has caused to be prepared certain plans, specifications, and other bidding documents (the "Bidding Documents") for the work hereinafter described; and,

WHEREAS, in accordance with local and state law, the City has approved and adopted all of said Bidding Documents and has caused a Solicitation for Bids to be given and advertised and has received sealed bids for the furnishing of all labor and materials for:

WILLOW ROAD BOX CULVERT EAST OF GARLAND – ON GARLAND TRIBUTARY F-1903C

as outlined and set out in the Bidding Documents and in accordance with the terms and provisions of this Contract; and,

WHEREAS, Contractor, in response to said Solicitation for Bids, has submitted to the City, in the manner and at the time specified, a sealed bid in accordance with the terms of the Bidding Documents; and,

WHEREAS, the City, in the manner provided by local and state law, has publicly opened, examined and canvassed the bids submitted and has determined and declared the above-named Contractor to be the lowest responsible bidder on the above described project; and,

WHEREAS, the City has duly awarded this Contract to said Contractor, for the sum named in the bid, to-wit:

Three Hundred Fifty-Seven Thousand Two Hundred Eighty-One Dollars and 06/100 (\$357,281.06).

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

1. Incorporation of Bidding Documents. This Contract hereby incorporates, as if fully set out herein, the Plans, Specifications, General Provisions, Special Provisions, Contractor's Proposal and any and all Addendums issued. All of these documents have been provided to and/or by the Contractor and are on file in the Office of the City Clerk of the City of Enid. Hereinafter, these documents shall be collectively referred to as "Bidding Documents."
2. Engagement of Contractor. The City hereby engages Contractor to perform certain

construction services for the benefit of the City. Contractor accepts such engagement pursuant to the terms and conditions set forth herein.

3. Scope of Engagement. Contractor shall, in a good and first-class, workmanlike manner, at its own cost and expense, furnish all labor, materials, tools and equipment required to perform and complete said work in strict accordance with the Bidding Documents, with the following additions and/or exceptions: (if none, so state.)

(NONE)

Alternate bids chosen: Alternate #2

4. Payments to Contractor. The City shall make payments to the Contractor in the following manner:
 - a. On or about the first (1st) day of each month, the City Engineer, or other appropriate person, will make accurate estimates of the value, based on contract prices, of the work done and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The Contractor shall furnish to the Engineer such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates. Ninety-five percent (95%) of such estimated sum shall be paid to the Contractor within five (5) days after the first regularly scheduled meeting of the Mayor and Board of Commissioners of the following month.
 - b. On completion of the work, but prior to the acceptance thereof by the City, it shall be the duty of the Engineer for the City, or other appropriate person, to determine that said work has been completely and fully performed in accordance with this Contract and all incorporated documents; and upon making such determination, said official shall make his final certification to the City.
 - c. The Contractor shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the contract bonds, for payment of the final estimate to the Contractor; thereupon, the final estimate (including retainage, but less any liquidated damages), will be approved and paid, within five (5) days after the first regularly scheduled meeting of the Mayor and Board of Commissioners of the following month.
5. Bargaining. The City and the Contractor have had the opportunity to seek independent legal counsel before entering into this Contract. The language of this Contract shall be construed simply, according to its fair meaning, and not strictly for or against either party.
6. Third Party Beneficiaries. Nothing in this Contract, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Contract, except as provided expressly herein.
7. Notices. Whenever a notice is required to be given in writing and under the terms of this Contract, 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 Contractor:

Rick Lorenz Construction, Inc.
4502 N. 4th St.
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.

8. Counterparts. This Contract may be executed in any number of counterparts, and when each party has signed and delivered to the other at least one (1) such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one (1) agreement; provided, however, this Contract shall not be binding upon the parties hereto until signed by all of the parties.
9. Integration and Amendments. This Contract constitutes the entire agreement between the parties and may not be amended, altered, modified or changed in any way except in writing signed by all parties to this Contract and which specifically references this Contract. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this Contract. No course of dealings involving the parties hereto and no usage of trade shall be relevant or admissible to interpret, supplement, explain or in any way vary any of the terms expressly set forth in this Contract. Any amendment to this Contract shall be attached to this Contract and all of the terms in this Contract not addressed in the amendment shall remain in full force and effect.
10. Binding Effect. This Contract binds the parties and any successors and assigns of the parties.
11. Severability. If any one or more of the sections, sentences, clauses, or parts be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this Contract.

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

The City of Enid,
an Oklahoma Municipal Corporation

Mayor's Signature

Date

(SEAL)
ATTEST:

City Clerk

Approved as to form:

City Attorney

Date: _____

Rick Lorenz Construction Inc
Contractor

a(n) Oklahoma Corp

Matty Lorenz
Signature

Matty Lorenz
Printed Name

President
Title

ATTEST:

Patty Lorenz
Secretary and/or Witness

State of Oklahoma)
County of Garfield) ss.

Matty Lorenz, of lawful age, being first duly sworn, on oath, says that (s)he is the agent authorized by the Contractor to submit the above Contract to the City of Enid, Oklahoma. Affiant further states that Contractor has not paid, given or donated, or agreed to pay give or donate to any officer or employee of the City of Enid, any money or other valuable thing, either directly or indirectly, in the procuring of this Contract.



(SEAL)

Matty Lorenz
Signature

Matty Lorenz, President
Printed Name/Title

Subscribed and sworn to before me this 31st day of May, 2019.

Patty Lorenz
Notary Public

My Commission Expires: 8-27-2022

My Commission Number: 10007146

City Commission Meeting

7.7.

Meeting Date: 06/04/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

AWARD A CONTRACT TO WATERFRONT CONSTRUCTION, OKLAHOMA CITY, OKLAHOMA, FOR PROJECT NO. M-1902C, 2019 ADA COMPLIANCE PROGRAM AT GARFIELD ELEMENTARY SCHOOL, IN THE AMOUNT OF \$153,300.50.

BACKGROUND:

The work in this project consists of upgrading and adding sidewalks to meet the ADA accessibility requirements within a one block radius around Garfield Elementary School. The base bid includes the construction of the sidewalks and associated items such as curbs, corner nodes, and driveway integration. Alternate No. 1 is for the placement of sod, as required.

Three bids were received, shown from lowest to highest:

Contractor	Base Bid	Alternate #1
Waterfront Construction	\$147,730.50	\$5,570.00
EMC Services, LLC.	\$204,293.00	\$6,127.00
Redhawk Construction, Inc.	\$450,218.53	\$7,408.10
Engineer's Estimate	\$207,725.00	\$13,368.00

Waterfront Construction was the lowest, responsible bidder.

RECOMMENDATION:

Award a contract to Waterfront Construction in the amount of \$153,300.50 for the Base bid and Alternate #1.

PRESENTER:

Murali Katta, P.E., City Engineer.

Fiscal Impact

Budgeted Y/N: Y
Amount: \$153,300.50
Funding Source:
40-405-9220

Attachments

Canvass of Bids

FROM: Jacque Cook
DATE: May 16, 2019

PAGE 1 OF 1

CANVASS OF BIDS
for
ADA Compliance Program at Garfield Elementary School
Project Number M-1902C

<u>FIRM NAME AND ADDRESS</u>	<u>PRODUCT/SERVICE BID</u>	<u>PRICE</u>
Waterfront Construction	Base Bid	\$ 147,730.50
6713 S Barnes Ave	Alternate 1	\$ 5,570.00
Oklahoma City, OK 73159		

Bid meets or exceeds all major specifications: X YES NO
Bid meets or exceeds all minor specifications: X YES NO

DEVIATIONS: **Met the Specifications.**

EMC Services, LLC.	Base Bid	\$ 204,293.00
1400 SW 56th St.	Alternate 1	\$ 6,127.00
Oklahoma City, OK 73119		

Bid meets or exceeds all major specifications: X YES NO
Bid meets or exceeds all minor specifications: X YES NO

DEVIATIONS: **Met the Specifications.**

Redhawk Construction, Inc.	Base Bid	\$ 450,218.53
P.O. Box 95041	Alternate 1	\$ 7,408.10
Oklahoma City, OK 73143		

Bid meets or exceeds all major specifications: X YES NO
Bid meets or exceeds all minor specifications: X YES NO

DEVIATIONS: **Met the Specifications.**

RECOMMENDATION: Award contract to Waterfront Construction, for Base Bid and Alternate 1, in the amount of \$ 153,300.50.

City Commission Meeting

7.8.

Meeting Date: 06/04/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

AWARD A CONTRACT TO LUCKINBILL, INC., ENID, OKLAHOMA, FOR PROJECT NO. W-1810C, 20-INCH PRESSURE RELIEF SYSTEM, IN THE AMOUNT OF \$83,975.00.

BACKGROUND:

The work in this project consists of installation of a pressure relief system in the 20-inch water line that serves the major industrial customers east of Enid. This system provides a measure of protection to city water distribution system from over pressures.

Three bids were received, shown from lowest to highest:

Contractor	Base Bid
Luckinbill, Inc.	\$83,975.00
Krapff-Reynolds Construction Co.	\$90,200.00
Goins Enterprises, Inc.	\$95,500.00
Engineer's Estimate	\$71,200.00

All bids were found in order and Luckinbill submitted the lowest, responsible bid.

RECOMMENDATION:

Award contract to Luckinbill, Inc. in the amount of \$83,975.00 for the base bid.

PRESENTER:

Murali Katta, P.E., City Engineer.

Fiscal Impact

Budgeted Y/N: Y
Amount: \$83,975.00
Funding Source:
44-445-9241

Attachments

Canvass of Bids

City Commission Meeting

7.9.

Meeting Date: 06/04/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS WITH RICK LORENZ CONSTRUCTION, INC., ENID, OKLAHOMA, FOR THE ADM TRUCK LANE, PROJECT NO. R-1903C, IN THE AMOUNT OF \$128,654.28.

BACKGROUND:

The referenced project was presented to Commissioners at the meeting of May 21, 2019, to award the contract. This item is presented to authorize execution of all contract documents by the Mayor.

This project consists of reconstructing the truck lane servicing the ADM location on North 4th Street.

Contractor	Base Bid
Rick Lorenz Construction, Inc.	\$128,654.28
Engineer's Estimate	\$170,900.00

The bid was found to be in order and the contract was awarded to Rick Lorenz Construction during the May 6, 2019 Regular Commission Meeting. This item is presented to execute the awarded contract.

RECOMMENDATION:

Authorize the Mayor to execute all contract documents.

PRESENTER:

Jason Unruh, P.E., Project Engineer

Fiscal Impact

Budgeted Y/N: Y

Amount: \$128,654.28

Funding Source:

40-405-9222

Attachments

Contract

CONSTRUCTION CONTRACT

This Contract is made and entered into this 21st day of MAY, 2019, by and between the City of Enid, an Oklahoma Municipal Corporation, hereinafter called "City," and RICK LORENZ CONSTRUCTION, INC., a(n) CORPORATION, hereinafter called "Contractor."

WITNESSETH

WHEREAS, in accordance with the Charter of the City of Enid and the Public Competitive Bidding act of 1974, 61 Okla. Stat. §§ 101 et seq. (hereinafter collectively referred to as "local and state law"), the City has caused to be prepared certain plans, specifications, and other bidding documents (the "Bidding Documents") for the work hereinafter described; and,

WHEREAS, in accordance with local and state law, the City has approved and adopted all of said Bidding Documents and has caused a Solicitation for Bids to be given and advertised and has received sealed bids for the furnishing of all labor and materials for:

ADM TRUCK LANE R-1903C

as outlined and set out in the Bidding Documents and in accordance with the terms and provisions of this Contract; and,

WHEREAS, Contractor, in response to said Solicitation for Bids, has submitted to the City, in the manner and at the time specified, a sealed bid in accordance with the terms of the Bidding Documents; and,

WHEREAS, the City, in the manner provided by local and state law, has publicly opened, examined and canvassed the bids submitted and has determined and declared the above-named Contractor to be the lowest responsible bidder on the above described project; and,

WHEREAS, the City has duly awarded this Contract to said Contractor, for the sum named in the bid, to-wit:

One Hundred Twenty-Eight Thousand Six Hundred Fifty-Four Dollars and 28/100 (\$128,654.28).

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

1. Incorporation of Bidding Documents. This Contract hereby incorporates, as if fully set out herein, the Plans, Specifications, General Provisions, Special Provisions, Contractor's Proposal and any and all Addendums issued. All of these documents have been provided to and/or by the Contractor and are on file in the Office of the City Clerk of the City of Enid. Hereinafter, these documents shall be collectively referred to as "Bidding Documents."
2. Engagement of Contractor. The City hereby engages Contractor to perform certain

construction services for the benefit of the City. Contractor accepts such engagement pursuant to the terms and conditions set forth herein.

3. Scope of Engagement. Contractor shall, in a good and first-class, workmanlike manner, at its own cost and expense, furnish all labor, materials, tools and equipment required to perform and complete said work in strict accordance with the Bidding Documents, with the following additions and/or exceptions: (if none, so state.)

(NONE)

Alternate bids chosen: NONE

4. Payments to Contractor. The City shall make payments to the Contractor in the following manner:
 - a. On or about the first (1st) day of each month, the City Engineer, or other appropriate person, will make accurate estimates of the value, based on contract prices, of the work done and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The Contractor shall furnish to the Engineer such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates. Ninety-five percent (95%) of such estimated sum shall be paid to the Contractor within five (5) days after the first regularly scheduled meeting of the Mayor and Board of Commissioners of the following month.
 - b. On completion of the work, but prior to the acceptance thereof by the City, it shall be the duty of the Engineer for the City, or other appropriate person, to determine that said work has been completely and fully performed in accordance with this Contract and all incorporated documents; and upon making such determination, said official shall make his final certification to the City.
 - c. The Contractor shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the contract bonds, for payment of the final estimate to the Contractor; thereupon, the final estimate (including retainage, but less any liquidated damages), will be approved and paid, within five (5) days after the first regularly scheduled meeting of the Mayor and Board of Commissioners of the following month.
5. Bargaining. The City and the Contractor have had the opportunity to seek independent legal counsel before entering into this Contract. The language of this Contract shall be construed simply, according to its fair meaning, and not strictly for or against either party.
6. Third Party Beneficiaries. Nothing in this Contract, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Contract, except as provided expressly herein.
7. Notices. Whenever a notice is required to be given in writing and under the terms of this Contract, 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 Contractor:

Rick Lorenz Construction, Inc.
4502 N 4th St.
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.

8. Counterparts. This Contract may be executed in any number of counterparts, and when each party has signed and delivered to the other at least one (1) such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one (1) agreement; provided, however, this Contract shall not be binding upon the parties hereto until signed by all of the parties.
9. Integration and Amendments. This Contract constitutes the entire agreement between the parties and may not be amended, altered, modified or changed in any way except in writing signed by all parties to this Contract and which specifically references this Contract. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this Contract. No course of dealings involving the parties hereto and no usage of trade shall be relevant or admissible to interpret, supplement, explain or in any way vary any of the terms expressly set forth in this Contract. Any amendment to this Contract shall be attached to this Contract and all of the terms in this Contract not addressed in the amendment shall remain in full force and effect.
10. Binding Effect. This Contract binds the parties and any successors and assigns of the parties.
11. Severability. If any one or more of the sections, sentences, clauses, or parts be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this Contract.

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

The City of Enid,
an Oklahoma Municipal Corporation

Mayor's Signature

Date

(SEAL)
ATTEST:

City Clerk

Approved as to form:

City Attorney _____

Date: _____

Rick Lorenz Construction, Inc
a(n) Oklahoma Corp

Mindy Lorenz
Signature
Mindy Lorenz
Printed Name
Pres.
Title

ATTEST:
Patty Lorenz
Secretary and/or Witness

State of Oklahoma)
County of Garfield) ss.

Mindy Lorenz, of lawful age, being first duly sworn, on oath, says that (s)he is the agent authorized by the Contractor to submit the above Contract to the City of Enid, Oklahoma. Affiant further states that Contractor has not paid, given or donated, or agreed to pay give or donate to any officer or employee of the City of Enid, any money or other valuable thing, either directly or indirectly, in the procuring of this Contract.

Mindy Lorenz
Signature
Mindy Lorenz Pres.
Printed Name/Title



Subscribed and sworn to before me this 30th day of May, 2019.

Patty Lorenz
Notary Public

My Commission Expires: 8-27-2022
My Commission Number: 10007146

City Commission Meeting

7.10.

Meeting Date: 06/04/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

APPROVE CHANGE ORDER NO. 1 WITH CUMMINS CONSTRUCTION COMPANY, INC., ENID, OKLAHOMA, FOR THE 2019 ARTERIAL STREET RESURFACING PROGRAM, PROJECT NO. R-1902C, IN THE AMOUNT OF \$144,373.00.

BACKGROUND:

The work in this project consists of milling and overlaying West Broadway Avenue from North Washington Street to North Monroe Street.

This change order will extend the work 500 feet west of North Monroe Street, and is based on competitively awarded unit prices.

The original contract amount is \$546,994.00. The approval of this change order will result in a revised contract amount of \$691,367.00.

RECOMMENDATION:

Approve Change Order No. 1.

PRESENTER:

Jason T. Unruh, P.E., Project Engineer

Fiscal Impact

Budgeted Y/N: Y
Amount: \$144,373.00
Funding Source:
41-415-9222

Attachments

CO#1

City of Enid Change Order


Project Title: 2019 Arterial Street Resurfacing Program
 Project Number: R-1902C
 Change Order No.: One (1)
 Contractor: Cummins Construction Company, Inc.
 Date: June 4, 2018

The purpose of this change order is to extend the mill and overlay portion of West Broadway approximately 500 feet West of North Monroe Street.

No.	Quan.	Unit	Item	Unit Price	Total Price
ADD					
A3	0.50	LSUM	CONSTRUCTION STAKING LEVEL I	\$ 6,500.00	\$ 3,250.00
A4	0.50	LSUM	CONSTRUCTION TRAFFIC CONTROL	\$ 9,500.00	\$ 4,750.00
A8	50.00	CY	AGGREGATE BASE TYPE A	\$ 87.00	\$ 4,350.00
A9	565.75	GAL	TACK COAT	\$ 4.00	\$ 2,263.00
A10	91.50	GAL	PRIME COAT	\$ 14.00	\$ 1,281.00
A11	788.50	TON	SUPERPAVE, TYPE S4 (PG 64-22 OK)	\$ 99.50	\$ 78,455.75
A12	4021.50	SY	COLD MILLING PAVEMENT	\$ 6.00	\$ 24,129.00
A13	3656.00	SY	PAVING FABRIC	\$ 4.00	\$ 14,624.00
A14	25.00	SY	PORTLAND CEMENT CONCRETE PAVEMENT	\$ 87.50	\$ 2,187.50
A15	150.00	LF	COMBINED CURB AND GUTTER	\$ 17.25	\$ 2,587.50
A16	2.00	EA	CURB INLETS	\$ 1,500.00	\$ 3,000.00
A20	1.00	EA	MANHOLES ADJUST TO GRADE	\$ 575.00	\$ 575.00
A22	25.00	SY	REMOVAL OF CONCRETE PAVEMENT	\$ 17.25	\$ 431.25
A24	150.00	LF	REMOVAL OF CURB AND GUTTER	\$ 10.00	\$ 1,500.00
A26	172.00	LF	SAWING PAVEMENT	\$ 5.75	\$ 989.00
TOTAL ADDED					\$ 144,373.00
DEDUCT					
					\$ -
TOTAL DEDUCT					\$ -
TOTAL					\$ 144,373.00

Original Contract Cost	\$ 546,994.00
Revised Contract by any prior change orders:	\$ -
Change Order - add or (deduct):	\$ 144,373.00
Revised Contract:	\$ 691,367.00

Original Contract Time (Calendar Days):	150
Revised Contract Time by any prior Change Orders:	_____
Change Order - Additional Days:	75
Revised Contract Time (Calendar Days):	225


 City Engineer
 Date: 5/30/19

Cummins Construction Company, Inc.
 Contractor
 By: 
 Date: 5-30-19

 Mayor
 Date: _____

City Commission Meeting

7.11.

Meeting Date: 06/04/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

APPROVE CHANGE ORDER NO. 1 WITH L.D. KEMP EXCAVATING, INC., FORT WORTH, TEXAS, FOR PROJECT NO. M-1801C1, ENID MUNICIPAL LANDFILL - CELL 11E CONSTRUCTION, IN THE AMOUNT OF \$386,340.71 AND ADD 35 DAYS TO THE PERIOD OF PERFORMANCE.

BACKGROUND:

On March 19, 2019, the Commission awarded a contract to L.D. Kemp Excavating, Inc. of Fort Worth, Texas, in the amount of \$937,715.40. This project provides for the construction of a 3.6 acre fully-lined cell at the city landfill, as covered by the original ODEQ permit.

This change order will add 1.4 acres to the original cell size. The work extends the cell 182.5 feet east of the original proposed cell and the installation of additional 6-inch leachate line, sump with pump, and associated leachate force mains. The completed cell will provide approximately 5 acres of landfill area, which will provide an additional four to five years of capacity to the site, depending upon the intake.

Change Order No. 1 will add \$386,340.71 and 35 days to the original contract to complete the work described above. This will increase the total contract value to \$1,324,056.11 with a total contract time of 105 days.

RECOMMENDATION:

Approve Change Order No. 1.

PRESENTER:

Murali Katta, P.E., City Engineer.

Fiscal Impact

Budgeted Y/N: Y
Amount: \$386,340.71
Funding Source:
40-405-9151

Attachments

CO #1

City of Enid

Change Order

Project Title:	Enid Municipal Landfill - Cells 11E
Project Number:	M-1801C1
Change Order No.:	One (1)
Contractor:	L.D. Kemp Excavating, Inc.
Date:	June 4, 2019

Description of changed work including location, quantity, and type of change.

Expand Proposed Cell 182.5 feet east and install additional 6" leachate line, sump with pump, and associated leachate force mains

No.	Quan.	Unit	Item	Unit Price	Total Price
DEDUCT					
			Subtotal		\$0.00
ADD					
1	1848.00	C.Y.	Embankment, Earthfill, & Subgrade Preparation to 95% S.P.D.	\$3.75	\$6,930.00
A1	12841.00	C.Y.	Unclassified Excavation & Subgrade Pre. To 95% S.P.D.	\$3.94	\$50,593.54
A2	4441.00	C.Y.	RCL Compacted 95% S.P.D. (Cut to Bottom of Liner)	\$3.94	\$17,497.54
A3	3090.00	C.Y.	Excavation & Disposal of Material Unsuitable for Fill	\$3.05	\$9,424.50
A4	183.00	L.F.	Remove Ex. Berms, Complete	\$3.05	\$558.15
A5	245.00	L.F.	F. & I. 6" HDPE DR-11 Perf. Leachate Line (incl. Fittings & Caps)	\$15.57	\$3,814.65
8	62.00	L.F.	F. & I. 6" HDPE DR-11 Solid Wall Side Slope C.O. Leachate Line (Incl. Fittings & Caps)	\$18.00	\$1,116.00
9	10.00	L.F.	F. & I. 18" DR-11 HDPE Perf. Leachate Removal Riser (Incl. Fittings & Caps)	\$170.00	\$1,700.00
10	65.00	L.F.	F. & I. 18" DR-11 HDPE Solidwall Leachate Removal Riser (Incl. Fittings & Caps)	\$103.00	\$6,695.00
A6	7808.00	TON	F. & I. Sand Drainage Layer/Protective Cover, 2"	\$18.38	\$143,511.04
A7	320.00	TON	F. & I. Washed Gravel Drainage Material Around Perf. Leachate Collection Lines	\$15.57	\$4,982.40
A8	49460.00	S.F.	F. & I. Smooth 60 mil HDPE Liner Incl. Berm Flaps	\$0.72	\$35,611.20
A9	61595.00	S.F.	F. & I. 12 oz Non-Woven Geotextile Cushion Incl. Berm Flaps, Complete	\$0.28	\$17,246.60
A10	4165.00	S.F.	F. & I. 8 oz Non-Woven Separation Geotextile for Collection Trench, Complete	\$0.30	\$1,249.50
17	276.00	TON	4" Thick 1 1/2" Crusher Run Gravel Surfacing	\$33.42	\$9,223.92
A11	13141.00	S.F.	F. & I. 60 mil HDPE Liner (Textured Both Sides) for 3:1 Side Slopes & Sump Area	\$0.87	\$11,432.67
24	1.00	EA.	Conc. Headwall for (1)-6" Dia. C.O. Riser & (1)-18" Dia. Sloped Pump Riser	\$4,444.00	\$4,444.00
25	1.00	L.S.	Install Sloped Riser Pump LP-5 in New Riser Pipe Incl. Force Main, Pump Control Panel, Electrical Panel, Breakout Boxes, Control & Electrical Wiring	\$44,760.00	\$44,760.00
N1	1.00	L.S.	Additional Amount to Install Item No. 25 to include larger dia. Main, (3)-2" S.S. Ball Valve, (3)-2" S.S. check valves, (1)-4" S.S. Ball Valve, Force Main connection to Existing Leachate Tank	\$5,500.00	\$5,500.00
N2	1.00	L.S.	Additional Surveying	\$2,450.00	\$2,450.00
N3	1.00	L.S.	Additional Bonds	\$7,600.00	\$7,600.00
			Subtotal		\$386,340.71
Total					\$386,340.71

Original Contract:
Change Order - add or (deduct):
Revised Contract:

\$937,715.40

\$386,340.71

\$1,324,056.11

Original Contract Time:
Change Order:
Revised Contract Time:

70

35

105



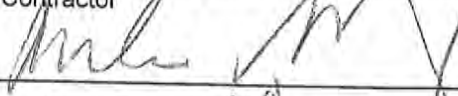
City Engineer

Date: 5/28/19

Mayor

Date: _____

LB KEMP EXCAVATING, INC
Contractor

By: 

Date: MAY 22ND 2019

City Commission Meeting

7.12.

Meeting Date: 06/04/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

APPROVE CHANGE ORDER NO. 1 WITH RICK LORENZ CONSTRUCTION, ENID, OKLAHOMA FOR PROJECT NO. P-1906C, CROSSLIN PARK SIDEWALK IMPROVEMENTS, IN THE AMOUNT OF \$2,525.18.

BACKGROUND:

The work in this project consists of the construction of an accessible route around the newly constructed softball fields at Crosslin Park. The work includes the construction of 20-foot wide concrete walkways and a central concrete hub. This change order adjusts the quantities to match the as-built quantities as delivered.

Change Order No. 1 will add \$2,525.18 to the contract for final quantities to match as-built quantities.

RECOMMENDATION:

Approve Change Order No. 1.

PRESENTER:

Jason T. Unruh, P.E., Project Engineer

Fiscal Impact

Budgeted Y/N: Y
Amount: \$2,525.18
Funding Source:
40-405-9252

Attachments

CO#1

City of Enid Change Order

Project Title: Crosslin Park Sidewalk Improvements
 Project Number: P-1906C
 Change Order No.: One (1)
 Contractor: Rick Lorenz Construction, Inc.
 Date: June 4, 2019

Description of changed work including location, quantity, and type of change.

Deduction of unused Grading and Compaction quantities and addition of Borrow Material and 5" P.C Concrete Sidewalk, CIP to match the as-built quantities.

No.	Quan.	Unit	Item	Unit Price	Total Price
DEDUCT					
A1	-1.00	LS	GRADING AND COMPACTION	\$1,192.50	-\$1,192.50
A3	-1.00	LS	GRADING AND COMPACTION	\$1,192.50	-\$1,192.50
			Subtotal		-\$2,385.00
ADD					
C1	7.00	LOAD	BORROW MATERIAL	\$90.00	\$630.00
3	34.52	SY	5" P.C. CONCRETE SIDEWALK, COMPLETE IN PLACE	\$31.00	\$1,069.97
A2	69.04	SY	5" P.C. CONCRETE SIDEWALK, COMPLETE IN PLACE	\$31.00	\$2,140.24
A4	34.52	SY	5" P.C. CONCRETE SIDEWALK, COMPLETE IN PLACE	\$31.00	\$1,069.97
			Subtotal		\$4,910.18
Total					\$2,525.18

Original Contract: \$58,387.00
 Change Order - add or (deduct): \$2,525.18
 Revised Contract: \$60,912.18

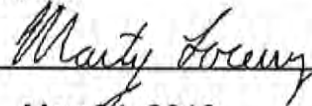


 City Engineer

Date: 5/30/19

RICK LORENZ CONSTRUCTION, INC.

 Contractor

By: 

 Date: May 24, 2019

 Mayor

Date: _____

City Commission Meeting

7.13.

Meeting Date: 06/04/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC., OKLAHOMA CITY, OKLAHOMA, FOR DESIGN OF THE 400 BLOCK OF EAST RANDOLPH AVENUE BRIDGE, PROJECT NO. R-1911A, INCREASING THE ORIGINAL CONTRACT AMOUNT BY \$166,100.00; AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS.

BACKGROUND:

On November 16, 2018, the Commission approved an agreement with Freese and Nichols, Inc. to design the replacement of the bridge deck located along Leona Mitchell Boulevard.

This amendment adds the complete design and construction plans for the reconstruction of the bridge and approaches at 400 Block of East Randolph Avenue. A recent inspection determined that the existing bridge at this location is in critical condition and has been downgraded to a 3-ton weight limit.

This amendment will increase the not-to-exceed amount by \$166,100.00. The original agreement amount was \$238,410.00. This amendment would increase the total agreement amount to \$404,510.00.

RECOMMENDATION:

Approve Amendment No. 1

PRESENTER:

Jason T. Unruh, P.E., Project Engineer

Fiscal Impact

Budgeted Y/N: Y
Amount: \$166,100.00
Funding Source:
40-405-9222

Attachments

Amendment No. 1



CONTRACT CHANGE AUTHORIZATION FORM
Amend #1


<p>Client: City of Enid P.O. Box 1768 Enid, OK 73702</p> <p>Attn: Chris Gdanski, P.E. Director of Engineering Services</p>	<p>FNI Project No.: END18641</p> <p>Client Contract Ref.: R1911A</p> <p>Date: May 29, 2019</p>						
<p>Project Description: R-1911A – Leona Mitchel Blvd Bridge Deck Replacement (Randolph Street Over Unnamed Creek Bridge Replacement) – Amendment 1</p>							
<p>Description of Services Added/Deleted: See Attachment A.</p> <p>Deliverables: See Attachment A.</p>							
<p>Compensation shall be adjusted as follows: Basic Services (lump sum): See Attachment C Special Services: See Attachment C</p>							
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:60%;">Original Contract</td> <td style="width:40%; text-align: right;">\$238,410</td> </tr> <tr> <td>Amended Amount</td> <td style="text-align: right;">\$166,100</td> </tr> <tr> <td>Revised Total Contract</td> <td style="text-align: right;">\$404,510</td> </tr> </table>		Original Contract	\$238,410	Amended Amount	\$166,100	Revised Total Contract	\$404,510
Original Contract	\$238,410						
Amended Amount	\$166,100						
Revised Total Contract	\$404,510						
<p>Schedule shall be adjusted as follows: See Attachment B</p>							

The above described services shall proceed upon return of this Contract Change Authorization. Services will be billed as they are done. All other provisions, terms, and conditions of the agreement for services which are not expressly amended shall remain in full force and effect.

- A contract modification will be submitted.
- This Contract Change Authorization will serve as contract modification.

FREESE AND NICHOLS, INC.:

CITY OF ENID, OKLAHOMA:

BY: 
 Tricia H. Hatley, P.E.
 Print or Type Name

BY: _____

 Print or Type Name

TITLE: Vice President

TITLE: _____

DATE: May 29, 2019

DATE: _____

**Attachment A, Amended Scope of Services
Randolph Street Over Unnamed Creek Bridge Replacement
Project No. R-1911A**

The scope set forth herein defines the work to be performed by the ENGINEER in completing the project. Both the CITY and ENGINEER have attempted to clearly define the work to be performed and address the needs of the Project.

OBJECTIVE

The project objective is to design a replacement structure for the existing bridge along Randolph Street between N 4th Street and N 5th Street. The project will include survey, geotechnical investigation, field review and design. Plans for the removal and construction of a new structure will be designed to connect to the existing RCB structures on each end of the existing bridge structure. Design drawings will include roadway plans and construction sequencing/traffic control plans required for the removal and construction of the new structure and structural design sheets.

WORK TO BE PERFORMED

Basic Services

- Task 1. Preliminary Engineering Phase
- Task 2. 60% Submittal
- Task 3. Final Design Phase (90% and Final Plan Submittal)
- Task 4. Bid Phase

Special Services

- Task 5. Construction Phase
- Task 6. Survey and ROW/Easement Documents
- Task 7. Geotechnical Investigation
- Task 8. Additional Services

BASIC SERVICES

TASK 1. PRELIMINARY ENGINEERING

The Preliminary Engineering Phase shall include a field visit to the existing structure and review of available reports and data provided by the City. Based on the field visit and data review, the ENGINEER will develop a concept plan for the improvements. At this point, it is assumed that the bridge will need to be replaced and the following scope of work is based on this assumption. If other options are identified during the preliminary engineering phase, the ENGINEER will present those options to the City for direction on how to proceed. Any options presented, including replacement, will include a conceptual level cost estimate and discussion of schedule impacts.

- 1.1. Data Collection (Provided by the City to the extent possible)
 - 1. Aerials
 - 2. As-built Utility, Bridge, and Roadway Information
 - 3. Topographic Contour Data of the surrounding area encompassing the project area

1.2. Preliminary Engineering

1. Complete an initial site visit to inspect the existing structure and project limits. Inspection of a sink hole just beyond the right-of-way to determine Geotechnical needs.
2. Prepare plan view sheet layout of the proposed improvements for review with City Staff.
3. Prepare Structure Schematic for replacement of the existing structure for review with City Staff.
4. Prepare Opinion of Probable Construction Cost (OPCC).

1.3 Pre-qualification of Contractors for Bidding

1. Initiate preparation of pre-qualification criteria for bidding contractors and coordinate with City Staff.

1.4 Review Meeting

1. Attend meeting with City Staff to review the proposed improvements.

TASK 2. 60% SUBMITTAL

2.1 60% Plans and OPCC Check-in (60%)

1. Prepare 60% plans showing profiles and general layout including grading and sidewalk design. Structural Plans to include the proposed bridge sections, structural details and connection details.
2. Prepare updated Opinion of Probable Construction Cost (OPCC) based on the plan feedback received from the Preliminary Engineering Phase.
3. Submit the updated OPCC and 60% plans to the City for review and approval prior to moving into the Final Design Phase.
4. Finalize contractor Pre-qualification criteria and submit for review.
5. 60% Field Review Meeting
6. Submit Easement documents in accordance with Task 6.3.2 after City review of 60% plans.

TASK 3. FINAL DESIGN PHASE (90% AND FINAL PLAN SUBMITTAL)

Roadway and Bridge plans will be developed and completed per the City of Enid and ODOT standards. Plans will be developed following current ODOT English Standards and LRFD Specifications.

3.1 Prepare engineering design for the following:

1. Roadway and Bridge Demolition plans.
2. Roadway Plans
3. Roadway typical sections to include dimensions and slope annotations
4. Miscellaneous details

5. Bridge Plans and sections
 6. Prepare Structural details: Assumed design of RCB
 7. Prepare Specifications in accordance with City of Enid requirements: City of Enid Contract Documents/General Conditions and ODOT Technical Specifications.
 8. Erosion Control Plans as required by ODEQ
 9. Prepare Opinion of Probable Construction Cost Estimate (OPCC)
- 3.2 Final Design Plan submittal, plan sheets to include:
1. Title sheet
 2. General notes and Typical Sections
 3. Pay Quantity Summary and notes
 4. Horizontal Control
 5. Typical Sections
 6. Demolition Plans
 7. Roadway and Sidewalk Layout Sheets
 8. Grading Plan
 9. Erosion Control Plans
 10. Miscellaneous Details
 11. Bridge Layout Sheets
 12. Bridge Structural Details
- 3.3 Submit half-size (11x17) digital PDF of the plan set and one (1) digital PDF of the Construction Cost Estimate (OPCC) to the City for review.
- 3.4 ENGINEER will attend project meeting to discuss the Final Plans with the CITY and attend council work session to present the design to City Council, if needed.
- 3.5 ENGINEER will provide AutoCAD format base files to the CITY at the completion of design for Records.
- 3.6 Initiate Contractor Pre-Qualification process. Issue a Notice to Bidders to submit prequalification's. Provide a copy of each bidder's qualifications to City Staff with recommendation of contractor suitability to perform work. ENGINEER will pre-qualify up to 5 contractors. CITY will be responsible to define final bidder list based on provided recommendation and bidder qualifications.

TASK 4. BID PHASE

- 4.1 ENGINEER will provide two (2) half-size (11x17) copies of the plan set and spec book along with a digital PDF for City use during the bidding process. Additional copies will be provided to Contractors as requested at additional cost.

- 4.2 Assist CITY in securing bids. Issue a Notice to Bidders that pre-qualify for bidding based off the ENGINEER developed pre-qualification process. Provide a copy of the notice to bidders for CITY to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by CITY.
- 4.3 Attendance at Pre-Bid Conference (assumed 1 meeting). Additional meetings can be added at the CITY's request through supplemental.
- 4.4 At CITY request, ENGINEER will assist CITY in responding to Requests for Information, in the opening, tabulating, and analyzing the bids received as needed. Pre-qualification of all prospective bidders, reviewing qualifications, recommending award of contracts, and issuing a list of eligible bidders prior to the bid opening would be additional services.
- 4.5 ENGINEER will generate a digital PDF of the conformed Issued for Construction Drawings to be distributed by the CITY to the contractor as needed. ENGINEER printed sets of documents can be provided as an additional service.

SPECIAL SERVICES

TASK 5. CONSTRUCTION PHASE

Upon completion of the bid or negotiation phase services, ENGINEER will proceed with the performance of construction phase services as described below. The ENGINEER will endeavor to protect CITY in providing these services however, it is understood that the ENGINEER does not guarantee the Contractor's performance, nor is the ENGINEER responsible for supervision of the Contractor's operation and employees. The ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. ENGINEER shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

- 5.1 Assist Owner in conducting pre-construction conference(s) with the Contractor(s), review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the Construction Contractor.
- 5.2 Establish communication procedures with the Owner and contractor. Submit monthly reports of construction progress. Reports will describe construction progress in general terms and summarize construction schedule and pending and approved contract modifications
- 5.3 Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.

- 5.4 Based on ENGINEER's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that the ENGINEER recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.
- 5.5 Make visits appropriate to the stage of construction to the site to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort ENGINEER will endeavor to protect the CITY against defects and deficiencies in the work of Contractors and will report any observed deficiencies to CITY. It is estimated that ENGINEER design staff will make 4 site visits for general conformance checks. Visits to the site in excess of the specified number are an additional service.
- 5.6 Notify the contractor of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
- 5.7 Coordinate the work of testing laboratories and inspection bureaus required for the testing or inspection of materials, witnessed tests, factory testing, etc. for quality control of the Project. The cost of such quality control shall be paid by Owner and is not included in the services to be performed by ENGINEER.
- 5.8 Interpret the drawings and specifications for CITY and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by CITY, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
- 5.9 Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the CITY to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the CITY. Documentation of field orders, where cost to CITY is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the CITY are an additional service. Substitutions of materials or equipment or design modifications requested by the CITY are an additional service.
- 5.10 Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the CITY on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the CITY if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of the ENGINEER are an additional service.
- 5.11 Conduct, in company with CITY's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two trips are an additional service.
- 5.12 Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Two (2) sets of prints of "Record Drawings" shall be provided by ENGINEER to CITY.

TASK 6. SURVEY

The ENGINEER will provide survey services in accordance with the below:

6.1 Limits of Survey - as shown per Attachment A1

6.2 Scope of Work:

1. Horizontal and Vertical Control:

- a. Set a minimum of 2 control points for horizontal and vertical purposes. The primary control points will be derived from an OPUS solution of a GPS static session – unless otherwise directed by the client.
- b. Establish two (2) benchmarks in the project vicinity.
- c. Run a differential level loop through all control points and benchmarks.

2. Topographic Survey:

- a. Topographical survey will include all the following existing surface features: roads, curbs, drives, sidewalks, bridge deck, bridge abutment, bridge wingwalls, bridge abutment slopes, bridge columns, bridge pier caps, bridge low beams, signs, fences, walls, decorative trees, flowerbeds, all visible drainage structures, and visible and/or marked utilities.
- b. All utility companies servicing the project area will be contacted through "OKIE811" 48 hours prior to survey and the locations will be obtained. Private utilities that are not members of "OKIE811" will not be researched and locates will not be requested for these non-members. If utility markers/evidence is found during the survey, we will attempt to contact the corresponding owner to have them located.
- c. Storm sewer manholes, sanitary sewer manholes, water valves and their inverts will be measured for depth (to the connection outside of survey limits).

3. Land Ties:

- a. Research Sections 7 and 8 in T22N-R6W of the Indian Meridian to accurately plat existing right-of-way, subdivision plats and property deeds.
- b. Right-of-way/Easement search conducted through an abstractor/title company to determine the existing right-of-way and current property deeds.
- c. Calculate a centerline of survey along E. Randolph Avenue throughout the survey limits.
- d. Plot the existing right-of-way along the centerline of survey throughout the survey limits.
- e. Plot the property deeds and subdivision plats for the properties adjoining the survey limits.

6.3 Deliverables

1. Submit an AutoCAD file containing all above described items with proper annotations (per ENGINEER CAD Standards), as well as the following:
 - a. Surface model with contours at a 1.0' interval.
 - b. Control point and benchmark elevation adjustment spreadsheet.

6.4 Items NOT included in the Scope of Work

1. Hydraulic and Hydrological Modeling
2. Property/Boundary Survey(s)
3. Right-of-way Acquisition
4. Plat of Survey
5. ALTA/NSPS Survey
6. FEMA Flood Plain Delineation
7. Elevation Certificate(s)
8. Construction Staking
9. Coordination of locating private utility lines
10. Underground/subsurface utility engineering (SUE) services
11. Utility Potholing or 4-way sweep locating

TASK 7. GEOTECHNICAL SERVICES

1.1 The proposed geotechnical scope of work will consist of field exploration, laboratory testing, engineering analysis, and reporting as presented below.

1. The proposed geotechnical scope includes a total of two (2) subsurface borings. Boring depths will be no greater than 30' depending on the location and will also be adjusted depending on the materials encountered.
2. FNI will subcontract with a geotechnical subconsultant ROCA Engineering to provide a geotechnical data report (GDR) for the project. The scope of the work for the GDR is as detailed in the proposal from ROCA Engineering, and includes the fieldwork, laboratory testing, and data reporting.
3. FNI will provide oversight of ROCA's GDR study and will provide input on the boring and laboratory testing schedule. At completion of the GDR, FNI will review the report and provide comments, as necessary. ROCA will then provide a final GDR.
4. FNI will utilize the GDR to develop allowable soil pressure for the development of the structural design.

TASK 8. ADDITIONAL SERVICES

ADDITIONAL SERVICES: Additional Services to be performed by ENGINEER, if authorized by CITY, which are not included in the above described basic services, are described as follows:

1. GIS mapping services or assistance with these services.
2. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by CITY.
3. Providing renderings, model and mock-ups requested by the CITY.
4. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction and providing services as may be required in connection with the replacement of such Work.
5. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by CITY.
6. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
7. Preparing data and reports for assistance to CITY in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
8. Preparation of Conformed or "As Bid" plans and specifications for use during the construction phase. These documents shall involve the incorporation of addenda items into the Contract Documents through modification of the electronic files and reprinting of the plans and specifications inclusive of the incorporated changes.
9. Assisting CITY in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
10. Assisting CITY in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by ENGINEER on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
11. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
12. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
13. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this Agreement.
14. Services required to resolve bid protests or to rebid the projects for any reason.

15. Visits to the site in excess of the number of trips included in Article I for periodic site visits, coordination meetings, or contract completion activities.
16. Any services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time.
17. Providing services after the completion of the construction phase not specifically listed in Article I.
18. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
19. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.
20. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services Agreement.
21. Provide follow-up professional services during Contractor's warranty period.

Attachment B, Project Schedule
Randolph Street Over Unnamed Creek Bridge Replacement

		2019							2020					
		May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May
Preliminary Design	Notice to Proceed													
	Site Visit													
	Survey													
	Preliminary Design													
	Review Meeting													
60%	60% Plan Development													
	Field Review Meeting													
90%/Final	Final Plans													
	90% Plan Review													
	Finalize Bid Set													
Bid / Const	Advertise, Bid, Award													
	Construction													

Attachment C, Fee Schedule
Randolph Street Over Unnamed Creek Bridge Replacement

FEE SCHEDULE SUMMARY
Randolph Street Over Unnamed Creek Bridge Replacement

BASIC SERVICES (LS)

Task 1: Schematic Phase	\$ 23,000
Task 2: 60% Submittal	\$ 29,500
Task 3: Final Design Phase	\$ 63,600
Task 4: Bid Phase	\$ 12,800

BASIC SERVICES (LUMP SUM) \$ 128,900

SPECIAL SERVICES (CPM)

Task 5: Construction Phase	\$ 24,880
Task 6: Survey	\$ 7,590
Task 7: Geotechnical Survey	\$ 4,730

SPECIAL SERVICES (CPM) \$ 37,200

PROJECT TOTAL \$ 166,100

Compensation to Freese and Nichols shall be based on the following Schedule of Charges.

Professional 1	73	133
Professional 2	98	181
Professional 3	123	202
Professional 4	138	218
Professional 5	165	276
Professional 6	173	355
Construction Manager 1	90	162
Construction Manager 2	99	169
Construction Manager 3	136	187
Construction Manager 4	171	252
CAD Technician/Designer 1	61	115
CAD Technician/Designer 2	88	137
CAD Technician/Designer 3	115	183
Corporate Project Support 1	44	112
Corporate Project Support 2	66	152
Corporate Project Support 3	87	237
Intern / Coop	38	76

Rates for In-House Services

Technology Charge

N/A

Travel

Standard IRS Rates

Bulk Printing and Reproduction

	<u>B&W</u>	<u>Color</u>
Small Format (per copy)	\$0.10	\$0.25
Large Format (per sq. ft.)		
Bond	\$0.25	\$0.75
Glossy / Mylar	\$0.75	\$1.25
Vinyl / Adhesive	\$1.50	\$2.00
Mounting (per sq. ft.)	\$2.00	
Binding (per binding)	\$0.25	

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed in-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and rates will be adjusted annually in February. Last updated February 2019.

3300220 13

City Commission Meeting

7.14.

Meeting Date: 06/04/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM SAM AND DENISE CASE OF NOBLE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R3, PARCEL NO. N-055, IN THE AMOUNT OF \$19,150.00, AND AUTHORIZE PAYMENT.

BACKGROUND:

The Kaw Lake Water Supply Program requires the City to obtain easements from property owners whose property the Kaw Lake raw water pipeline crosses. This particular parcel of land is identified within the Kaw Lake Program as Parcel No. N-055. It is owned by Sam and Denise Case, who have accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

A part of the Southwest Quarter (SW/4) of Section One (1), Township Twenty-four (24) North, Range One (1) West of the Indian Meridian, Noble County, State of Oklahoma, further described in the attachment, Exhibit "A".

The City of Enid's offer of \$19,150.00 will be accepted by Sam and Denise Case upon the acceptance of this item by the City of Enid.

RECOMMENDATION:

Accept Permanent and Temporary Waterline Easements.

PRESENTER:

Murali Katta, P.E., City Engineer

Fiscal Impact

Budgeted Y/N: Y
Amount: \$19,150.00
Funding Source:
44-445-9151

Attachments

N-055

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

UTILITY AND WATER LINE EASEMENT
Parcel # N-055 /0000-01-024-01W-3-001-00

KNOW ALL MEN BY THESE PRESENTS:

That, **Sam and Denise A. Case, husband and wife as joint tenants**, "Grantor," in consideration of the sum of [Ten dollars and 00/100 (\$10.00)] and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a utility and water lines easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Noble County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

with right of ingress and egress to and from same, for the purpose of installing, constructing, operating, maintaining, repairing and replacing utilities, including water lines and water systems and all appurtenances to public utilities and water lines thereon and thereunder, as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as part of this easement.

Grantor agrees not to build or construct any building or buildings or permanent structures upon the easement area. Provided, that Grantor shall fully enjoy said premises except as may be necessarily restricted to carry out the Grantee's purpose as set out herein. There is further granted the right to remove any trees, shrubs, vegetation, and obstructions or parts of, which in the judgment of the Grantee may interfere with the construction, operation, maintenance repair or replacement of the applicable utilities including water lines and systems.

TO HAVE AND TO HOLD, such easement and right of way unto the City of Enid, Garfield County, Oklahoma, and its successors and assigns, forever.

This easement is subject to the terms and provisions of an ADDENDUM attached hereto and made a part hereof.

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

OWNER(S):

Sam Case

Printed Name

Denise A. Case

Printed Name

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF _____)

Before me, the undersigned, a Notary Public, in and for said County and State on this _____ day of _____, 20 ____, personally appeared, _____ to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public

(SEAL)

My Commission Number: _____

My Commission Expires: _____

ACCEPTANCE BY THE CITY OF ENID

The foregoing access easement is hereby accepted by the City of Enid, Oklahoma, on this _____ day of _____, 20____.

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

Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

PLEASE RETURN TO:
Garver Engineering
1016 24th Ave NW
Norman, OK 73069

TEMPORARY CONSTRUCTION EASEMENT

Parcel # N-055 / 0000-01-024-01W-3-001-00

KNOW ALL MEN BY THESE PRESENTS:

That, Sam and Denise A. Case, husband and wife as joint tenants, "Grantor," in consideration of the sum of Ten dollars and 00/100 (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a temporary easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Noble County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

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

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

It is a condition of this easement that it shall not be filed for record, and all rights granted herein shall terminate upon completion of City of Enid / Kaw Lake Water Supply project. Grantor agrees that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

This easement is subject to the terms and provisions of an ADDENDUM attached hereto and made a part hereof.

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

OWNER(S):

Sam Case

Printed Name

Denise A. Case

Printed Name

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF _____)

Before me, the undersigned, a Notary Public, in and for said County and State on this ____ day of _____, 20 ____, personally appeared, _____ to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public

(SEAL)

My Commission Number: _____

My Commission Expires: _____

ACCEPTANCE BY THE CITY OF ENID

The foregoing access easement is hereby accepted by the City of Enid, Oklahoma, on this _____ day of _____, 20____.

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

Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

**ADDENDUM TO UTILITY AND WATER LINE EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT**

This Addendum is attached and made part of that certain UTILITY AND WATER LINE EASEMENT dated _____, 2019 (the "Permanent Easement") and that certain TEMPORARY CONSTRUCTION EASEMENT dated _____, 2019 (the "Temporary Easement") between THE CITY OF ENID, OKLAHOMA, a municipal corporation ("Grantee") and Sam and Denise A. Case ("Grantor"). The Permanent Easement and Temporary Easement may be collectively referred to herein as the "Easements" or the "Agreement." All defined terms in the Agreement are incorporated by reference in this Addendum. In the event of a conflict between the provisions of the Agreement and this Addendum, the provisions of this Addendum shall take precedence and govern.

Grantee's Acceptance of Agreement. By acceptance of any of the benefits under the Agreement, including without limitation, the grant of the Easements, Grantee together with its successors and assigns shall be deemed to have agreed to be bound in all respects by the covenants applicable to Grantee hereunder.

1. One Pipeline. The Agreement is limited to one (1) pipeline (the "Pipeline") which may be installed and replaced by Grantee. No additional pipelines may be installed under this Agreement. If an additional, future pipeline becomes necessary, the terms and conditions of this additional pipeline will be determined under a new and separate agreement.

Notices. All notices under this Agreement shall be in writing, addressed to the addresses first set forth in this Agreement and be delivered by certified mail, postage prepaid, and return receipt requested, next business day delivery via a reputable national courier service, regular United States mail, facsimile, e-mail or hand delivery. A party may change its address for notice by giving written notice of such change to the other party.

Entire Agreement. This Addendum together with the Easement and the Summary Of Acquisition (all between Grantor and Grantee) constitutes the entire agreement between the parties and no other agreements have been made modifying, adding to or changing the terms of the same. This Agreement shall not be abrogated, modified, rescinded or amended in whole or in part without the consent of Grantor and Grantee, in writing and executed by each of them, and duly recorded in the appropriate real property records.

GRANTEE:

THE CITY OF ENID, OKLAHOMA,
a municipal corporation

By: _____

GRANTOR:

Sam and Denise A. Case, husband and
wife as joint tenants

EXHIBIT "A"

TRACT - N-055 PARCEL# 0000-01-024-01W-3-001-00

SAM CASE AND DENISE A. CASE

PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of the Southwest Quarter (SW1/4) of Fractional Section One (1), Township Twenty-four (24) North, Range One (1) West of the Indian Meridian, Noble County, State of Oklahoma, being more particularly described as follows:

Commencing at the Northwest corner of said Southwest Quarter (SW1/4); thence N 89°04'36" E along the North line of said Southwest Quarter (SW1/4) a distance of 58.00 feet to the Centerline of a Fifty-foot Perpetual Easement being the **POINT OF BEGINNING** of said Centerline; thence S 00°44'41" E along said Centerline a distance of 2630.44 feet to the South line of said Southwest Quarter (SW1/4) and the end of said Centerline, containing 131,522 square feet or 3.02 acres, more or less. The side lines of the easement shall be lengthened or shortened to terminate at the North and South lines of said Southwest Quarter (SW1/4).

Also:

A Fifty-foot Temporary Construction Easement containing 131,529 square feet, or 3.02 acres more or less being East of and adjacent to the above described Perpetual Easement and as shown plot on Exhibit "B".

Bearings and Distances are GRID - Oklahoma State Plane - North Zone.

SURVEYOR'S CERTIFICATE

I, Robert L. Johnston Jr. of Garver, LLC, certify that the legal description herein closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical standards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

Witness my hand and seal this 3rd day of December, 2018.



Robert L. Johnston Jr., PLS
Oklahoma No. 1792
Cert. of Auth. 4193
Exp. Date June 30, 2020

Exhibit "B"

TRACT N-055
 PARCEL# 0000-01-024-01W-3-001-00
 SAM CASE AND DENISEACASE
 BOOK 730 PAGE 978
 NOBLE COUNTY, OKLAHOMA

LEGAL DESCRIPTION
 See Exhibit "A"

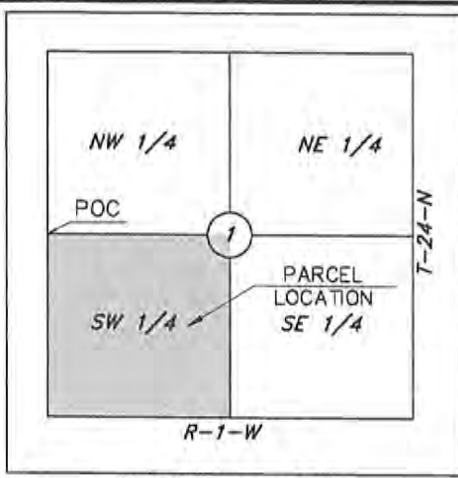
POB - POINT OF BEGINNING
 POC - POINT OF COMMENCEMENT

THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENTS AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.

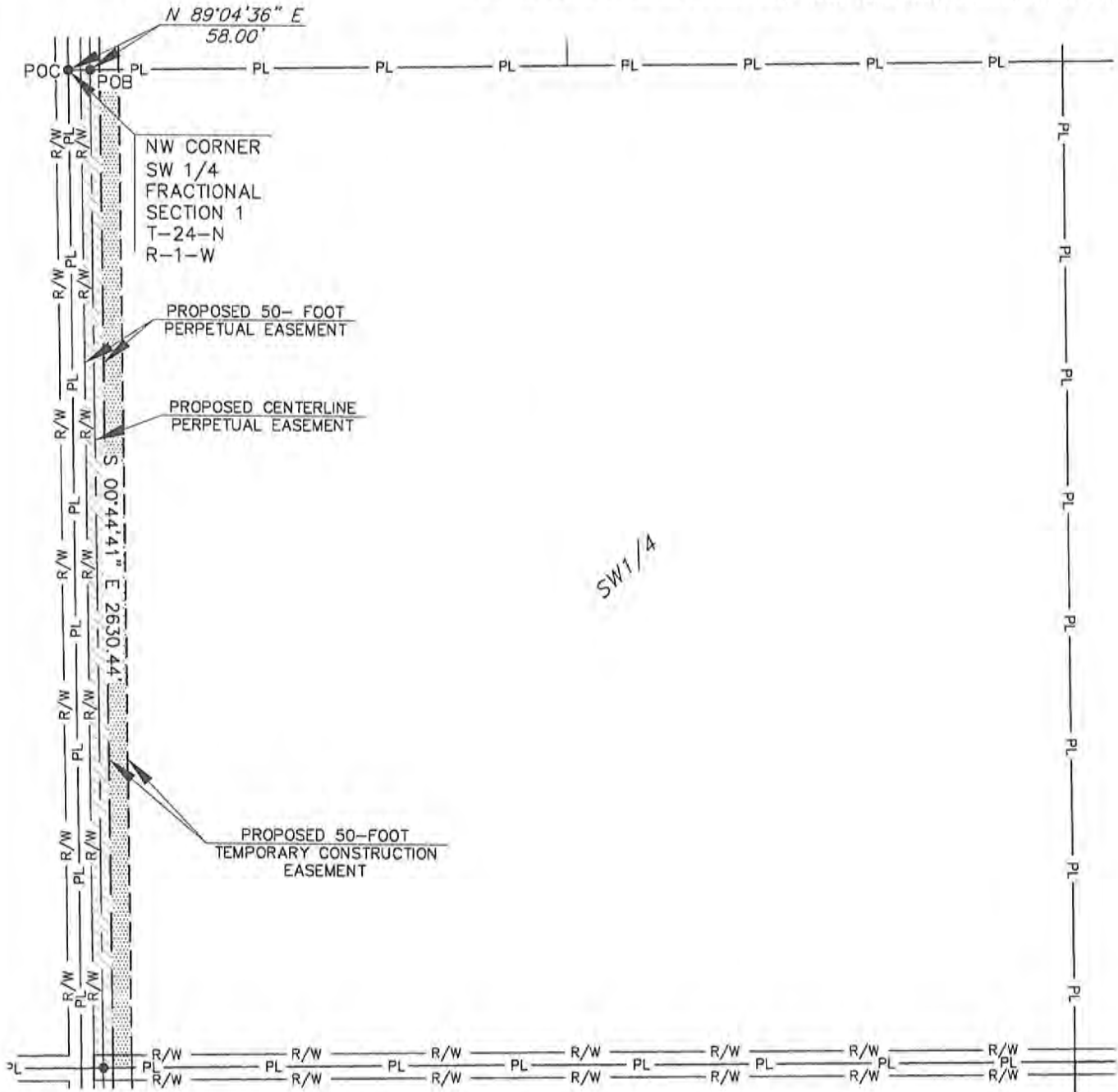
BEARINGS & DISTANCES
 GRID STATE PLANE
 OKLAHOMA NORTH
 1" = 400'

Perpetual Easement 131,522 S.F. 3.02 Acres
 Temp Construction Easement 131,529 S.F. 3.02 Acres

- PL — PL — PROPERTY LINE
- R/W — R/W — EXISTING RIGHT OF WAY
- — — — EXISTING EASEMENT
- — — — PROPOSED CENTERLINE PERPETUAL EASEMENT
- — — — PROPOSED PERPETUAL EASEMENT
- — — — PROPOSED TEMPORARY CONSTRUCTION EASEMENT



LOCATION MAP
 NOT TO SCALE



City Commission Meeting

7.15.

Meeting Date: 06/04/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

ACCEPT A 50-FOOT PERMANENT UTILITY EASEMENT AND A 50-FOOT TEMPORARY WATERLINE EASEMENT FROM SAM AND DENISE CASE OF NOBLE COUNTY, OKLAHOMA, FOR THE KAW LAKE WATER SUPPLY PROGRAM, PROJECT NO. W-1912R3, PARCEL NO. N-040, IN THE AMOUNT OF \$10,650.00, AND AUTHORIZE PAYMENT.

BACKGROUND:

The Kaw Lake Water Supply Program requires the City to obtain easements from property owners whose property the Kaw Lake raw water pipeline crosses. This particular parcel of land is identified within the Kaw Lake Program as Parcel No. N-040. It is owned by Sam and Denise Case, who have accepted an offer from the City of Enid to acquire the needed easements generally described as follows:

The East Half of the Southeast Quarter (E/2 SE/4) of Section Twenty-two (22), Township Twenty-four (24) North, Range Two (2) West of the Indian Meridian, Noble County, State of Oklahoma, further described in the attachment, Exhibit "A".

The City of Enid's offer of \$10,650.00 will be accepted by Sam and Denise Case upon the acceptance of this item by the City of Enid.

RECOMMENDATION:

Accept Permanent and Temporary Waterline Easements.

PRESENTER:

Mruali Katta, P.E., Project Engineer

Fiscal Impact

Budgeted Y/N: Y
Amount: \$10,650.00
Funding Source:
44-445-9151

Attachments

N-040

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

UTILITY AND WATER LINE EASEMENT

Parcel # N-040 / 0000-22-024-02W-4-001-00

KNOW ALL MEN BY THESE PRESENTS:

That, **Sam and Denise A. Case, husband and wife as joint tenants**, "Grantor," in consideration of the sum of [Ten dollars and 00/100 (\$10.00)] and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a utility and water lines easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Noble County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

with right of ingress and egress to and from same, for the purpose of installing, constructing, operating, maintaining, repairing and replacing utilities, including water lines and water systems and all appurtenances to public utilities and water lines thereon and thereunder, as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as part of this easement.

Grantor agrees not to build or construct any building or buildings or permanent structures upon the easement area. Provided, that Grantor shall fully enjoy said premises except as may be necessarily restricted to carry out the Grantee's purpose as set out herein. There is further granted the right to remove any trees, shrubs, vegetation, and obstructions or parts of, which in the judgment of the Grantee may interfere with the construction, operation, maintenance repair or replacement of the applicable utilities including water lines and systems.

TO HAVE AND TO HOLD, such easement and right of way unto the City of Enid, Garfield County, Oklahoma, and its successors and assigns, forever.

This easement is subject to the terms and provisions of an ADDENDUM attached hereto and made a part hereof.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this ____ day of _____, 20__.

OWNER(S):

Sam Case

Printed Name

Denise A. Case

Printed Name

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF _____)

Before me, the undersigned, a Notary Public, in and for said County and State on this ____ day of _____, 20__, personally appeared, _____ to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public

(SEAL)

My Commission Number: _____

My Commission Expires: _____

ACCEPTANCE BY THE CITY OF ENID

The foregoing access easement is hereby accepted by the City of Enid, Oklahoma, on this _____ day of _____, 20____.

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

Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

PLEASE RETURN TO:
City of Enid
P.O. Box 1768
Enid, OK 73702

TEMPORARY CONSTRUCTION EASEMENT

Parcel # N-040 / 0000-22-024-02W-4-001-00

KNOW ALL MEN BY THESE PRESENTS:

That, **Sam and Denise A. Case, husband and wife as joint tenants**, "Grantor," in consideration of the sum of Ten dollars and 00/100 (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the Grantee, a temporary easement and right of way under, over, and across the following described real property and premises as specified in Exhibit A (Easement Legal Description) and Exhibit B (Easement Location Map) attached hereto and as a part of this easement, situated in Noble County, State of Oklahoma, to-wit:

See Attached Exhibits A & B

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

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

It is a condition of this easement that it shall not be filed for record, and all rights granted herein shall terminate upon completion of City of Enid / Kaw Lake Water Supply project. Grantor agrees that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

This easement is subject to the terms and provisions of an ADDENDUM attached hereto and made a part hereof.

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

OWNER(S):

Sam Case

Printed Name

Denise A. Case

Printed Name

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF _____)

Before me, the undersigned, a Notary Public, in and for said County and State on this ____ day of _____, 20____, personally appeared, _____ to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public

(SEAL)

My Commission Number: _____

My Commission Expires: _____

ACCEPTANCE BY THE CITY OF ENID

The foregoing access easement is hereby accepted by the City of Enid, Oklahoma, on this _____ day of _____, 20____.

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

Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

**ADDENDUM TO UTILITY AND WATER LINE EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT**

This Addendum is attached and made part of that certain UTILITY AND WATER LINE EASEMENT dated _____, 2019 (the "Permanent Easement") and that certain TEMPORARY CONSTRUCTION EASEMENT dated _____, 2019 (the "Temporary Easement") between THE CITY OF ENID, OKLAHOMA, a municipal corporation ("Grantee") and Sam and Denise A. Case ("Grantor"). The Permanent Easement and Temporary Easement may be collectively referred to herein as the "Easements" or the "Agreement." All defined terms in the Agreement are incorporated by reference in this Addendum. In the event of a conflict between the provisions of the Agreement and this Addendum, the provisions of this Addendum shall take precedence and govern.

Grantee's Acceptance of Agreement. By acceptance of any of the benefits under the Agreement, including without limitation, the grant of the Easements, Grantee together with its successors and assigns shall be deemed to have agreed to be bound in all respects by the covenants applicable to Grantee hereunder.

1. One Pipeline. The Agreement is limited to one (1) pipeline (the "Pipeline") which may be installed and replaced by Grantee. No additional pipelines may be installed under this Agreement. If an additional, future pipeline becomes necessary, the terms and conditions of this additional pipeline will be determined under a new and separate agreement.

Notices. All notices under this Agreement shall be in writing, addressed to the addresses first set forth in this Agreement and be delivered by certified mail, postage prepaid, and return receipt requested, next business day delivery via a reputable national courier service, regular United States mail, facsimile, e-mail or hand delivery. A party may change its address for notice by giving written notice of such change to the other party.

Entire Agreement. This Addendum together with the Easement and the Summary Of Acquisition (all between Grantor and Grantee) constitutes the entire agreement between the parties and no other agreements have been made modifying, adding to or changing the terms of the same. This Agreement shall not be abrogated, modified, rescinded or amended in whole or in part without the consent of Grantor and Grantee, in writing and executed by each of them, and duly recorded in the appropriate real property records.

GRANTEE:

THE CITY OF ENID, OKLAHOMA,
a municipal corporation

By: _____

GRANTOR:

Sam and Denise A. Case, husband and
wife as joint tenants

EXHIBIT "A"

TRACT - N-040 PARCEL# 0000-22-024-02W-4-001-00

SAM CASE AND DENISE A. CASE

PERPETUAL EASEMENT LEGAL DESCRIPTION

A part of the East Half (E1/2) of the Southeast Quarter (SE1/4) of Section Twenty-two (22), Township Twenty-four (24) North, Range Two (2) West of the Indian Meridian, Noble County, State of Oklahoma, being more particularly described as follows:

Commencing at the Northeast corner of said East Half (E1/2) of Southeast Quarter (SE1/4); thence S 00°34'13" E along the East line of said East Half (E1/2) of Southeast Quarter (SE1/4) a distance of 858.98 feet to the Centerline of a Fifty-foot Perpetual Easement being the **POINT OF BEGINNING** of said Centerline; thence S 63°49'22" W along said Centerline a distance of 1463.20 feet to the West line of said East Half (E1/2) of Southeast Quarter (SE1/4) and the end of said Centerline, containing 73,160 square feet or 1.68 acres, more or less. The side lines of the easement shall be lengthened or shortened to terminate at the West and East lines of said East Half (E1/2) of Southeast Quarter (SE1/4).

The intent of this Easement is to be Fifty-foot in width with the Northern line being parallel and contiguous with the Southern line of an existing One hundred-foot Transmission Easement for Oklahoma Gas and Electric Company unrecorded.

Also:

A Fifty-foot Temporary Construction Easement containing 73,163 square feet, or 1.68 acres more or less being adjacent to, and South of the above described Perpetual Easement and as shown on Exhibit "B".

Bearings and Distances are GRID - Oklahoma State Plane - North Zone.

SURVEYOR'S CERTIFICATE

I, Robert L. Johnston Jr. of Garver, LLC, certify that the legal description herein closes in accordance with current tolerances and is a true representation of the real property described, and that the legal description of real property meets the minimum technical standards as adopted by the Board of Registration for Professional Engineers and Land Surveyors for the State of Oklahoma.

Witness my hand and seal this 3rd day of December, 2018.



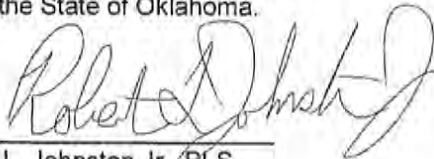

Robert L. Johnston Jr. PLS
Oklahoma No. 1792
Cert. of Auth. 4193
Exp. Date June 30, 2020

Exhibit "B"

TRACT N-040
 PARCEL# 0000-22-024-02W-4-001-00
 SAM CASE AND DENISE A. CASE
 BOOK 559 PAGE 997
 NOBLE COUNTY, OKLAHOMA

LEGAL DESCRIPTION
 See Exhibit "A"

POB - POINT OF BEGINNING
 POC - POINT OF COMMENCEMENT

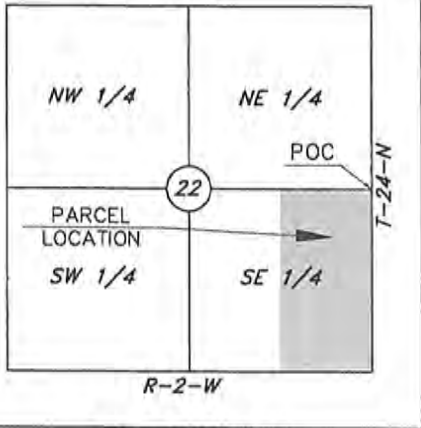
THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENTS AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.

BEARINGS & DISTANCES
 GRID STATE PLANE
 OKLAHOMA NORTH

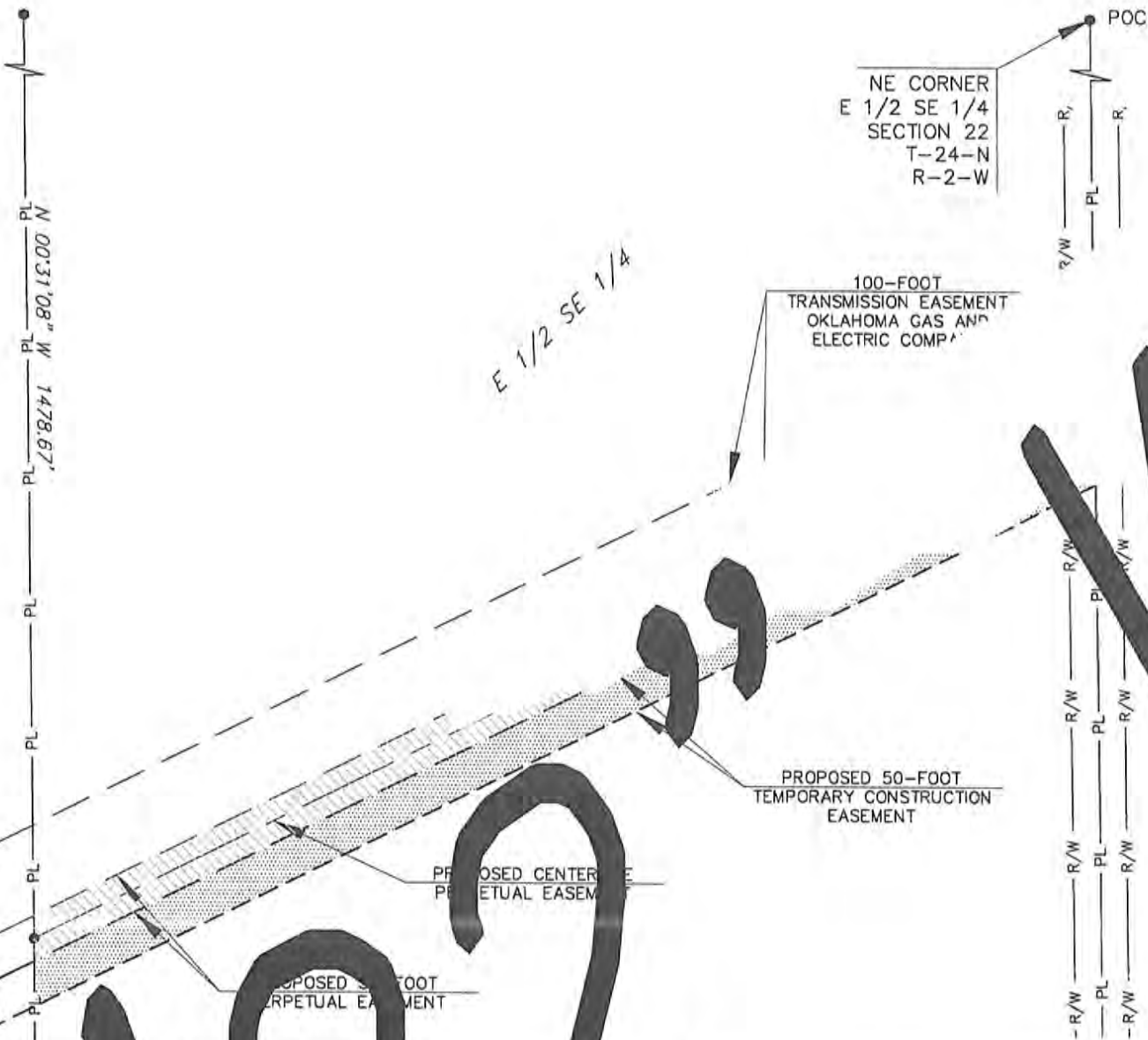
1" = 200'

Perpetual Easement 73,160 S.F. 1.68 Acres
 Temp Construction Easement 73,163 S.F. 1.68 Acres

- PL —— PL —— PROPERTY LINE
- R/W —— R/W —— EXISTING RIGHT OF WAY
- ——— ——— EXISTING EASEMENT
- ——— ——— PROPOSED CENTERLINE PERPETUAL EASEMENT
- ——— ——— PROPOSED PERPETUAL EASEMENT
- ——— ——— PROPOSED TEMPORARY CONSTRUCTION EASEMENT



LOCATION MAP
 NOT TO SCALE



City Commission Meeting

7.16.

Meeting Date: 06/04/2019

Submitted By: Jacqueline Cook, Engineering EA

SUBJECT:

ACCEPT A DRAINAGE EASEMENT FROM GRACE BIBLE CHURCH, ENID, OKLAHOMA, FOR PROJECT NO. M-1701, CROSSLIN PARK SOFTBALL COMPLEX, IN THE AMOUNT OF \$1,500.00, AND AUTHORIZE PAYMENT.

BACKGROUND:

This drainage easement will provide right-of-way to allow for the construction and maintenance of a drainage channel to handle stormwater associated with the softball complex. It will provide the City access to build and maintain the drainage ditch and the owner has agreed to provide the 0.25 acres of easement.

RECOMMENDATION:

Accept Drainage Easement and authorize payment.

PRESENTER:

Murali Katta, P.E., City Engineer

Fiscal Impact

Budgeted Y/N: Y

Amount: \$1,500.00

Funding Source:

Capital Improvement Fund

Attachments

Easement Docs



City of Enid
401 W. Owen K. Garriott
P.O. Box 1768
Enid, Oklahoma 73702
580-234-0400

January 07, 2019

Grace Bible Church
Attn: Pastor Steve McClaren
1502 W. Oxford Ave
Enid, Oklahoma 73703

Re: Crosslin Park Softball Complex, Drainage Easement
OFFER LETTER

Dear Pastor Steve:

The City of Enid is interested in purchasing an access and drainage easement on property that you own or have an interest. This easement is needed to construct a drainage channel. There is an existing drainage ditch in this area to drain the north portion of your property. This easement will provide city an access to build and maintain the ditch. The City of Enid presents this Offer Letter to acquire these necessary easements as shown by the enclosed location maps.

The City of Enid's offer is as follows:

**To acquire 0.25 acres of access and drainage easements (as shown on location maps) for:
Fifteen hundred Dollars (\$1,500.00)**

This is a firm offer, made according to statutory requirements. However, there is no prohibition against you donating the land.

I would ask that you check the appropriate box below and return a copy of this Offer Letter to my office by January 20, 2019. Invoice Affidavit, Easement Instrument, W-9 Form, etc. are also attached for your signatures. My office is available to notarize these documents.

If you have any questions or other concerns, please contact me at 580-616-7236

We appreciate your consideration.

Respectfully,

Murali Katta, P.E.
Project Engineer

Enclosures: Location Map, Invoice Affidavit, Easement Instrument, W-9 Form

I accept the City of Enid's offer.

Pastor Steve McClaren

2/8/19

Date

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

DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That The GRACE BIBLE CHURCH, Enid, Oklahoma, "Grantor," in consideration of the sum of One Dollar and 00/100 (\$1.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby assign, grant, and convey unto The City of Enid, Garfield County, Oklahoma, an Oklahoma Municipal Corporation, "Grantee," for the use and benefit of the public, a public drainage easement and right of way under, over, and across the following described real property and premises, situated in Garfield County, State of Oklahoma, to-wit:

A tract of land lying in the Southwest Quarter (SW/4) of Northeast Quarter (NE/4) of Section 36, Township 23 North and Range 7 West of Indian Meridian, Garfield County, Oklahoma and further described as

Commencing at the Southeast corner of the Southwest Quarter of Northeast Quarter said section 36; Thence North $00^{\circ}05'54''$ along the West line of said property a distance of 30 feet to the point of beginning;

Thence North $00^{\circ}05'54''$ West a distance of 270 feet; Thence South $89^{\circ}38'56''$ West a distance of 40 feet; Thence South $00^{\circ}05'54''$ East a distance of 270 feet; Thence North $89^{\circ}38'56''$ East for a distance of 40 feet to the point of beginning.

Said tract containing 0.25 acres more or less.

with right of ingress and egress to and from same, for the purpose of installing, constructing, operating, maintaining, reconstructing and replacing drainage facilities and appurtenances thereon and thereunder.

Grantee is hereby given and granted the exclusive possession of said above described premises for the purposes stated herein, and Grantor, for The Grace Bible Church and any heirs, administrators, successors and assigns, agrees that no building, structure, wall or other above ground obstruction will be placed, erected, installed or permitted upon the above described land; and further covenants and agrees that in the event the terms of this paragraph are violated by the Grantor or any person in privity with them, such violation shall be promptly corrected and eliminated upon receipt of notice. Grantee shall also have the right to remove or otherwise eliminate such violation and Grantor or The Grace Bible Church heirs, administrators, successors and assigns, shall promptly pay the actual cost thereof.

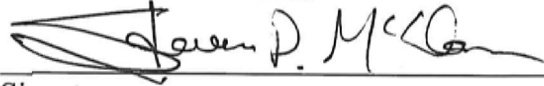
Grantor hereby waives and releases the Grantee from any and all claims for damages or compensation that may be sustained directly or indirectly to the remaining lands of the Grantor,

whether now or in the future, arising by reason of the use of the above described property for the purposes stated herein.

TO HAVE AND TO HOLD, such easement and right of way unto the City of Enid, Garfield County, Oklahoma, and its successors and assigns, forever.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 14 day of May, 2019.

The Grace Bible Church



Signature

STEVEN D. MCCLAREN - PASTOR
Printed Name and Title

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF GARFIELD)

Before me, the undersigned, a Notary Public, in and for said County and State on this 14 day of May, 2019, personally appeared, Steven D. McClaren, to me known to be the identical person who executed the within and foregoing instrument on behalf of The Grace Bible Church, as its pastor and acknowledged to me that it was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

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



(SEAL)

Jacqueline M. Cook
Notary Public

My Commission Number: 18005072

My Commission Expires: 05-21-2022

ACCEPTANCE BY THE CITY OF ENID

The foregoing access easement is hereby accepted by the City of Enid, Oklahoma, on this _____ day of _____, 2019.

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

Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

CLAIM OR INVOICE AFFIDAVIT

STATE OF OKLAHOMA)
)
COUNTY OF GARFIELD)

SS:

The undersigned (architect, contractor, supplier, engineer, or supervisory official), of lawful age, being first duly sworn, on oath says that this invoice, claim or contract is true and correct. The affidavit further states that the work, services, or materials as shown by this invoice or claim have been completed or supplied in accordance with the plans, specifications, orders, or requests furnished to the affiant. Affiant further states that (s)he has made no payment, given or donated or agreed to pay, give or donate either directly or indirectly to any elected official, officer or employee of the State of Oklahoma, money or any other thing of value to obtain payment of the award of the contract.

Invoice Number

\$1,500

Invoice Amount

[Handwritten Signature] - Pastor

Signature – Owner Architect, Contractor, Supplier, Engineer, or Supervisory Official

Grace Bible Church of Enid, Oklahoma
Company Name (Print or Type) Inc

1502 W Oxford Ave,
Address

Enid, OK 73703
City, State, Zip Code



Subscribed and sworn to before me this 14 day of May, 2019.

Jacqueline M. Cook, Notary Public

My commission Expires: 05-21-2022

City Commission Meeting

7.17.

Meeting Date: 06/04/2019

Submitted By: Cary Huffhines, Executive Assistant

SUBJECT:

REJECT THE BID SUBMITTED FOR THE SIGNAL LIGHT POLE REPLACEMENT, PROJECT NO. R-1905C, AS PROVIDED FOR IN PARAGRAPH 3.23 OF THE CITY OF ENID FINANCE PROCEDURES MANUAL.

BACKGROUND:

This project consisted of acquiring and installing seven street signal poles at two intersections, York Avenue and Van Buren Street; and Independence Avenue and Owen K Garriott Road. The base bid consists of York Avenue and Van Buren Street; Alternate No. 1 includes Independence Avenue and Owen K. Garriott Road.

A single bid was received, shown below:

Contractor	Base bid	Alternate #1
Midstate Traffic Control, Inc.	\$194,835.00	\$206,400.00
Engineer's Estimate	\$70,450.00	\$74,600.00

The single bid received significantly exceeded the Engineer's estimate and the fiscal year's budgeted amount for this project.

RECOMMENDATION:

Reject all bids.

PRESENTER:

Jason Unruh, P.E., Project Engineer

Attachments

Canvass of Bids

FROM: Jason Unruh
DATE: June 4, 2019

PAGE 1 OF 1

CANVASS OF BIDS
for
Signal Light Pole Replacement
Project Number R-1905C

<u>FIRM NAME AND ADDRESS</u>	<u>PRODUCT/SERVICE BID</u>	<u>PRICE</u>
Midstate Traffic Control Inc. 12501 N. Santa Fe Ave. Oklahoma City, OK 73114	Base Bid	\$ 194,835.00

Bid meets or exceeds all major specifications: X YES NO
Bid meets or exceeds all minor specifications: X YES NO

DEVIATIONS: **Met the Specifications.**

RECOMMENDATION: Reject all bids for this project as they exceed the budgeted amount for this fiscal year.

City Commission Meeting

7.18.

Meeting Date: 06/04/2019

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$1,550,106.84.

Attachments

Claimslist

JP Morgan

PURCHASE ORDER CLAIMS LIST

6/4/2019

FUND 10 DEPT 000 - N.A.

01-00565	STAERKEL VET CLINIC	PO0155741	REIMB/VACCINES	\$15.00
01-04340	STEINERT VETERINARY CLINIC, INC.	PO0155730	REIMB/SPAY/NEUTER	\$120.00
01-04656	CENTERPOINT ENERGY SERVICES, INC.	PO0155792	MONTHLY SERVICE 4/19	\$811.80
01-05041	ENID PET HOSPITAL	PO0155732	REIMB/SPAY/NEUTER	\$128.00
01-08123	HOLDINGS FOOD STORE, INC.	PO0155716	DIESEL/ST	\$16,209.15
01-08123	HOLDINGS FOOD STORE, INC.	PO0155717	UNLEADED/ST	\$15,926.41
01-13089	MERRIFIELD OFFICE SUPPLY	PO0155796	BATTERIES/ENVELOPES/ST	\$43.04
01-15125	OK GAS & ELECTRIC	PO0155654	MONTHLY SERVICE 5/19	\$646.03
01-15125	OK GAS & ELECTRIC	PO0155714	MONTHLY SERVICE 4/19	\$26,097.19
01-15125	OK GAS & ELECTRIC	PO0155793	MONTHLY SERVICE 5/19	\$1,088.83
01-15127	OK NATURAL GAS	PO0155608	MONTHLY SERVICE 4/19	\$2,066.96
01-15127	OK NATURAL GAS	PO0155715	MONTHLY SERVICE 4/19	\$1,959.46
01-19047	AT & T	PO0155791	MONTHLY SERVICE 5/19	\$3,277.57
01-30420	OLSON ANIMAL HOSPITAL, INC.	PO0155733	REIMB/VACCINES/MEDS	\$590.00
			N.A. TOTAL	\$68,979.44

FUND 10 DEPT 100 - ADM. SERVICES

01-01783	JP MORGAN CHASE	PO0155799	CHASE PAYMENT	\$2,097.53
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0155675	WAREHOUSE PARTS 4/19	\$405.24
01-05258	AMERICAN SIGNAL CORP	PO0155190	SPEAKER AMPLIFIERS (3)	\$3,035.79
01-19004	SHERWIN-WILLIAMS CO., INC.	PO0155782	PAINT/CAULK/TAPE	\$373.60
01-33450	ENID ASSET MANAGEMENT	PO0155585	CARPET CLEAN/WOODLANDS #1	\$524.00
01-80203	CARRIER OKLAHOMA	PO0155794	DISPLAY UNIT/SHIPPING FEE	\$20.00
			ADM. SERVICES TOTAL	\$6,456.16

FUND 10 DEPT 110 - HUMAN RESOURCES

01-01783	JP MORGAN CHASE	PO0155799	CHASE PAYMENT	\$1,203.08
01-18022	RUSCO PLASTICS	PO0155660	RETIREMENT PLAQUES (2)	\$65.90
			HUMAN RESOURCES TOTAL	\$1,268.98

FUND 10 DEPT 120 - LEGAL SVCS.

01-01194	PJ'S COURT REPORTING, LLC	PO0155687	WC/COURT REPORTING	\$73.50
01-01255	INDEPENDENT MEDICAL EXAMS	PO0155680	WC/MEDICAL	\$197.36
01-01783	JP MORGAN CHASE	PO0155799	CHASE PAYMENT	\$10.00
01-02209	ALAN'S PHARMACY	PO0155676	WC/MEDICAL	\$272.40
01-02425	MCGEE EYE INSTITUTE	PO0155684	WC/MEDICAL	\$250.38
01-03022	CULLIGAN OF ENID	PO0155719	BOTTLED WATER	\$42.25
01-03701	TYLER TECHNOLOGIES, INC.	PO0155751	CITATION SUBSCRIPTION FEE 3/19	\$2,239.38
01-03838	JDi DATA, CORPORATION	PO0149816	CLOUD HOSTING SERVICE 5/19	\$600.00
01-03967	COLDIRON, JACK D	PO0155669	WC/MEDICAL	\$69.60
01-04020	PAIN MANAGEMENT OF TULSA	PO0155686	WC/MEDICAL	\$177.48
01-04584	MCBRIDE ORTHOPEDIC HOSPITAL	PO0155683	WC/MEDICAL	\$88.74
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0154443	COLOR COPIER	\$3,719.00
01-05091	ELECTRODIAGNOSTIC MEDICINE OF TULSA	PO0155678	WC/MEDICAL	\$131.88
01-05266	FIRSTCHOICE HEALTHCARE, P.C.	PO0155679	WC/MEDICAL	\$947.88
01-05420	THOMSON REUTERS	PO0155746	MONTHLY PRINT/INFO CHARGE 4/19	\$287.15
01-06077	FAMILY PHARMACY	PO0155668	WC/MEDICAL	\$117.58
01-13089	MERRIFIELD OFFICE SUPPLY	PO0155697	INK CARTRIDGES (2)	\$92.60
01-16145	PETTY CASH	PO0155786	REIMB/TRAVEL/OMCCA/W FRAZEE	\$43.10
01-33380	OPFER, DAVID	PO0155592	WC/MEDICAL	\$317.36
01-33380	OPFER, DAVID	PO0155670	WC/MEDICAL	\$317.36
			LEGAL SVCS. TOTAL	\$9,995.00

FUND 10 DEPT 140 - SAFETY

01-01783	JP MORGAN CHASE	PO0155799	CHASE PAYMENT	\$610.18
01-03420	AMERICAN RED CROSS	PO0155631	SAFETY TRAINING 4/19	\$988.00
01-05619	COMPLETE ALARM TECHNOLOGY SYSTEM,	PO0155627	FIRE ALARM MONITORING 2/19-4/19	\$222.00
			SAFETY TOTAL	\$1,820.18

FUND 10 DEPT 150 - PR/ETN/MARKETING

01-01338	J & P SUPPLY, INC.	PO0155718	FRAGRANCE REFILLS (12)	\$20.32
01-01783	JP MORGAN CHASE	PO0155799	CHASE PAYMENT	\$109.36
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0155653	COPIER USAGE 5/19	\$25.00
01-19001	STANLEY'S WRECKER SERVICE	PO0155795	V1003 TOW	\$50.00
PR/ETN/MARKETING TOTAL				\$204.68

FUND 10 DEPT 200 - GENERAL GOVERNMENT

01-01783	JP MORGAN CHASE	PO0155799	CHASE PAYMENT	\$4,629.63
01-05134	ENID NEWS & EAGLE	PO0155611	PUBLICATIONS	\$81.70
01-06078	STALLINGS, ROB	PO0155798	REIMB/TRAVEL/DC TRIP	\$2,071.16
01-39700	GARFIELD CO. LEGAL NEWS	PO0155610	PUBLICATIONS	\$235.20
01-46000	TRAYNOR, LONG & WYNNE, PC	PO0155749	PROFESSIONAL LEGAL SERVICE	\$2,925.00
01-58150	MCAFFEE & TAFT	PO0155750	PROFESSIONAL LEGAL SERVICE	\$1,125.00
GENERAL GOVERNMENT TOTAL				\$11,067.69

FUND 10 DEPT 210 - ACCOUNTING

01-01783	JP MORGAN CHASE	PO0155799	CHASE PAYMENT	\$198.57
01-02799	CRESCENT STORAGE CENTERS	PO0155753	ANNUAL STORAGE RENTAL #437	\$1,516.00
01-13089	MERRIFIELD OFFICE SUPPLY	PO0155697	INK CARTRIDGE	\$97.67
01-15007	OK MUNICIPAL LEAGUE, INC.	PO0155591	ANNUAL MC&T CERT FEE/J SMITH	\$65.00
ACCOUNTING TOTAL				\$1,877.24

FUND 10 DEPT 220 - RECORDS & RECEIPTS

01-01783	JP MORGAN CHASE	PO0155799	CHASE PAYMENT	\$58.52
01-03022	CULLIGAN OF ENID	PO0155719	BOTTLED WATER	\$42.25
RECORDS & RECEIPTS TOTAL				\$100.77

FUND 10 DEPT 250 - INFORMATION TECHNOLOGY

01-01783	JP MORGAN CHASE	PO0155799	CHASE PAYMENT	\$16.57
01-02047	CHICKASAW TELECOM, INC.	PO0155039	ANNUAL IRONPORT SMARTNET RENEW	\$4,530.80
01-02047	CHICKASAW TELECOM, INC.	PO0155040	NETWORK SWITCH	\$4,090.50
01-03001	CUMMINS SOUTHERN PLAINS	PO0155613	ANNUAL GENERATOR SERVICE/TOWER	\$232.66
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0155675	WAREHOUSE PARTS 4/19	\$26.30
01-06029	YORK ELECTRONIC SYSTEMS, INC.	PO0154789	SOFTWARE UPGRADE	\$7,228.00
01-49880	DELL MARKETING, LP	PO0155038	ANNUAL SERVER SUPPORT	\$5,652.53
INFORMATION TECHNOLOGY TOTAL				\$21,777.36

FUND 10 DEPT 300 - COMMUNITY DEVELOPMENT

01-01783	JP MORGAN CHASE	PO0155799	CHASE PAYMENT	\$336.40
01-16145	PETTY CASH	PO0155786	REIMB/MEAL/MAPC MTG	\$125.45
COMMUNITY DEVELOPMENT TOTAL				\$461.85

FUND 10 DEPT 350 - CODE ENFORCEMENT

01-01783	JP MORGAN CHASE	PO0155799	CHASE PAYMENT	\$290.92
01-02639	RON'S MOWING SERVICE	PO0155607	MOW/1814 E CYPRESS	\$60.00
01-02639	RON'S MOWING SERVICE	PO0155607	MOW/730 N 16TH	\$60.00
01-02639	RON'S MOWING SERVICE	PO0155607	MOW/1201 N 10TH	\$60.00
01-02639	RON'S MOWING SERVICE	PO0155607	MOW/1225 N DAVIS	\$60.00
01-02639	RON'S MOWING SERVICE	PO0155607	MOW/1227 N 10TH	\$60.00
01-02639	RON'S MOWING SERVICE	PO0155607	MOW/1122 E CHEROKEE	\$60.00
01-02639	RON'S MOWING SERVICE	PO0155607	MOW/1621 E OKLAHOMA	\$60.00
01-02639	RON'S MOWING SERVICE	PO0155607	MOW/LAHOMA COURT	\$875.00

01-02799	CRESCENT STORAGE CENTERS	PO0155703	ANNUAL STORAGE RENTAL #466	\$722.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0155675	WAREHOUSE PARTS 4/19	\$166.16
01-04732	DEAL LAWN CARE	PO0155601	MOW/1225 E MAPLE	\$60.00
01-04732	DEAL LAWN CARE	PO0155601	MOW/3309 BROOKS	\$60.00
01-04732	DEAL LAWN CARE	PO0155601	MOW/1509 E WALNUT	\$60.00
01-04732	DEAL LAWN CARE	PO0155601	MOW/2205 MONITOR	\$60.00
01-04732	DEAL LAWN CARE	PO0155601	MOW/622 E ASH	\$115.00
01-04732	DEAL LAWN CARE	PO0155601	MOW/401 W INDIANA	\$60.00
01-04732	DEAL LAWN CARE	PO0155633	MOW/231 W ILLINOIS	\$60.00
01-04732	DEAL LAWN CARE	PO0155633	MOW/1209 E MAINE	\$60.00
01-04732	DEAL LAWN CARE	PO0155633	MOW/125 W HACKBERRY	\$60.00
01-04732	DEAL LAWN CARE	PO0155633	MOW/729 N 6TH	\$60.00
01-04732	DEAL LAWN CARE	PO0155645	MOW/415 N JOHNSON	\$60.00
01-04732	DEAL LAWN CARE	PO0155671	MOW/3220 W RANDOLPH	\$120.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155602	MOW/1902 E OAK	\$55.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155602	MOW/210 W CHERRY	\$55.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155602	MOW/304 N 5TH	\$55.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155602	MOW/917 N INDEPENDENCE	\$55.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155602	MOW/709 E OKLAHOMA	\$55.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155602	MOW/1415 E OKLAHOMA	\$75.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155602	MOW/1132 W GARRIOTT	\$75.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155634	MOW/412 S 14TH	\$55.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155634	MOW/1011 N JEFFERSON	\$55.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155634	MOW/329 S 20TH	\$55.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155634	MOW/1201 N GRAND	\$55.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155634	MOW/510 E CEDAR	\$75.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155644	MOW/475 E ILLINOIS	\$55.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155672	MOW/404 N 4TH	\$55.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155672	MOW/509 N 4TH	\$55.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155672	MOW/830 E ELM	\$75.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155672	MOW/1018 N ADAMS	\$55.00
01-05114	HRT SERVICE COMPANY, LLC.	PO0155704	MOW/905 E ELM 5/22/19	\$55.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0155600	MOW/510 E RANDOLPH	\$75.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0155600	MOW/716 E CHESTNUT	\$75.00
01-13089	MERRIFIELD OFFICE SUPPLY	PO0155796	MARKERS (12)	\$8.19
01-16004	PDQ PRINTING	PO0155706	INSPECTION TAGS (1000)	\$225.00
01-16145	PETTY CASH	PO0155785	REIMB/FILING FEES	\$325.00
01-48610	STITCHES AHEAD, INC.	PO0155632	LOGO SHIRTS (7)	\$183.86
01-80177	ALVARADO'S QUALITY MOWING	PO0155705	MOW/905 E ELM 4/18/19	\$60.00
CODE ENFORCEMENT TOTAL				\$5,331.13

FUND 10 DEPT 400 - ENGINEERING

01-01783	JP MORGAN CHASE	PO0155799	CHASE PAYMENT	\$1,729.66
01-02799	CRESCENT STORAGE CENTERS	PO0155703	ANNUAL STORAGE RENTAL #456	\$795.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0155675	WAREHOUSE PARTS 4/19	\$24.19
01-13089	MERRIFIELD OFFICE SUPPLY	PO0155697	MAILING ENVELOPES (100)	\$9.62
01-16145	PETTY CASH	PO0155789	REIMB/TRAVEL/FLOODPLAIN CONF (2)	\$209.96
ENGINEERING TOTAL				\$2,768.43

FUND 10 DEPT 700 - PUBLIC WORKS MGMT

01-01783	JP MORGAN CHASE	PO0155799	CHASE PAYMENT	\$401.90
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0155675	WAREHOUSE PARTS 4/19	\$31.66
01-05541	4 SEASONS OUTDOOR SERVICES	PO0155606	MOW/POLK/JAMES	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0155606	MOW/1124 W JAMES	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0155606	MOW/1222 W RANDOLPH	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0155606	MOW/1422 W RANDOLPH	\$45.00
01-05541	4 SEASONS OUTDOOR SERVICES	PO0155606	MOW/1702 W RANDOLPH	\$45.00
PUBLIC WORKS MGMT TOTAL				\$658.56

FUND 10 DEPT 710 - FLEET MAINTENANCE

01-00146	CINTAS CORPORATION LOC. 624	PO0155742	UNIFORM RENTALS (42)	\$397.63
01-01338	J & P SUPPLY, INC.	PO0155767	TOWELS/CLEANER	\$224.05
01-01783	JP MORGAN CHASE	PO0155799	CHASE PAYMENT	\$1,530.10
01-02021	B'S QUALITY DOOR, INC.	PO0155774	GARAGE DOOR OPENER	\$650.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0155675	WAREHOUSE PARTS 4/19	\$8,100.38
01-05320	SKYBITZ TANK MONITORING CORP	PO0155777	TANK MONITORING SERVICE 5/19	\$84.00
01-08018	HOTSY OF OKLAHOMA, INC.	PO0155806	DEGREASER/NOZZLE/COUPLER	\$205.20
01-13017	MUNN SUPPLY, INC.	PO0155776	CYLINDER RENTAL	\$48.30
01-13218	MYERS TIRE SUPPLY, INC.	PO0155778	JACK	\$564.69
01-26005	ZEE MEDICAL SERVICE COMPANY	PO0155779	FACE SHIELDS (3)/DISPOSAL KITS (2)	\$83.85
01-35300	UNIFIRST, INC.	PO0155773	SHOP TOWEL SERVICE	\$343.12
01-59360	FASTENAL COMPANY	PO0155775	BOLTS	\$33.03
FLEET MAINTENANCE TOTAL				\$12,264.35

FUND 10 DEPT 730 - PARKS & RECREATION

01-00146	CINTAS CORPORATION LOC. 624	PO0155625	UNIFORM RENTALS (30)	\$280.38
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0155624	FENCING/LATCH	\$236.70
01-01783	JP MORGAN CHASE	PO0155799	CHASE PAYMENT	\$5,943.50
01-04033	DOLESE BROTHERS CO., INC.	PO0155619	SAND	\$751.33
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0155675	WAREHOUSE PARTS 4/19	\$1,954.52
01-04847	STARR LUMBER CO., INC.	PO0155620	PLYWOOD (6)	\$153.73
01-05026	LESLIE'S SWIMMING POOL SUPPLIES	PO0155754	CHLORINE/PH READERS (4)	\$1,131.96
01-05147	HERC RENTALS INC.	PO0155618	BOOM RENTAL/LIGHT REPAIR	\$598.45
01-05506	BROWER INC.	PO0155616	PORTABLE TOILET RENTAL 4/19	\$944.42
01-05620	KRETCHMAR DISTRIBUTING, INC.	PO0155621	V551 MOWER BLADES (5)/LIGHT KIT	\$986.45
01-13017	MUNN SUPPLY, INC.	PO0155612	CYLINDER RENTAL	\$46.12
01-35300	UNIFIRST, INC.	PO0155617	SHOP TOWEL SERVICE	\$52.00
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0155757	ETHANOL SHIELD/ALL VEHICLES	\$337.14
01-59360	FASTENAL COMPANY	PO0155623	CUTTING WHEELS (11)	\$28.86
01-70850	OK STATE DEPT. OF HEALTH	PO0155615	ANNUAL CONCESSION LICENSE RENEW	\$125.00
01-70850	OK STATE DEPT. OF HEALTH	PO0155615	ANNUAL POOL LICENSE RENEW	\$150.00
01-73780	JANTZ OVERHEAD DOOR, INC.	PO0155604	OVERHEAD DOOR REPAIR/LABOR	\$95.00
01-80246	ATWOODS	PO0155603	TRANS FLUID/ANTI-FREEZE	\$81.94
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0155626	MECH TOOL SETS (2)/BOLT CUTTER	\$491.41
PARKS & RECREATION TOTAL				\$14,388.91

FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT.

01-00146	CINTAS CORPORATION LOC. 624	PO0155742	UNIFORM RENTALS (16)	\$150.78
01-01363	J & R EQUIPMENT, LLC	PO0155769	V121 BROOMS (6)	\$602.15
01-01363	J & R EQUIPMENT, LLC	PO0155804	V121 BROOM SECTION	\$131.55
01-01783	JP MORGAN CHASE	PO0155799	CHASE PAYMENT	\$1,438.24
01-02243	BB MACHINE & SUPPLY, INC.	PO0155772	V583/V585/V586 BLADES (18)	\$1,259.10
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0155675	WAREHOUSE PARTS 4/19	\$3,666.63
01-04847	STARR LUMBER CO., INC.	PO0155805	MAILBOX	\$42.74
01-05066	BRUCKNER TRUCK SALES, INC.	PO0154808	V139 INJECTOR REPLACEMENT	\$10,839.20
01-05066	BRUCKNER TRUCK SALES, INC.	PO0155756	V139 AFTERTREATMENT SYSTEM REPAIR	\$1,930.04
01-05114	HRT SERVICE COMPANY, LLC.	PO0149695	MOW/HIGHWAY RIGHT OF WAY	\$2,250.00
01-05831	FEW, RONNIE J	PO0155605	TREE REMOVAL (3)	\$950.00
01-08018	HOTSY OF OKLAHOMA, INC.	PO0155806	CLEANER	\$210.00
01-13017	MUNN SUPPLY, INC.	PO0155612	CYLINDER RENTAL	\$17.25
01-16145	PETTY CASH	PO0155786	REIMB/CDL PERMIT RENEW/C SANBORN	\$79.50
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0155757	ETHANOL SHIELD/ALL VEHICLES	\$337.14
01-76250	LOGAN COUNTY ASPHALT COMPANY	PO0155736	PROLINE PATCH	\$1,513.98
01-80153	KINNUNEN, INC.	PO0155801	SAFETY FENCE	\$144.21
01-80246	ATWOODS	PO0155781	BOTTLED WATER	\$394.31
01-80246	ATWOODS	PO0155781	CYLINDER EXCHANGE	\$12.99
STRMWTR & ROADWAY MAINT. TOTAL				\$25,969.81

FUND 10 DEPT 750 - TECHNICAL SERVICES

01-00146	CINTAS CORPORATION LOC. 624	PO0155742	UNIFORM RENTALS (13)	\$98.75
01-00878	BROWN'S SHOE FIT COMPANY	PO0155630	BOOTS/F SWEET	\$153.00
01-01783	JP MORGAN CHASE	PO0155799	CHASE PAYMENT	\$5,266.95
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0155675	WAREHOUSE PARTS 4/19	\$402.72
01-05011	ALLIANCE COMMUNICATION CABLES, INC	PO0154207	RADIOS (2)/OPTION KEYS (2)	\$1,228.66
01-13017	MUNN SUPPLY, INC.	PO0155802	CYLINDER RENTAL	\$3.45
01-40180	WAY OUT WEST	PO0155734	BOOTS/K HEDGES	\$150.00
TECHNICAL SERVICES TOTAL				\$7,303.53

FUND 10 DEPT 900 - LIBRARY

01-01338	J & P SUPPLY, INC.	PO0155652	SANITIZER/AEROSOL/FLOOR STRIPPER	\$313.70
01-01783	JP MORGAN CHASE	PO0155799	CHASE PAYMENT	\$4,504.28
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0155675	WAREHOUSE PARTS 4/19	\$88.15
01-06076	LOEWEN, RAMONA R	PO0155655	LIBYF-19-124 PRESENTATION/TRAVEL REIMB	\$674.88
01-06079	BIG BUBBLE SPORTS, LLC	PO0155807	BUMPER BALL RENTAL	\$200.00
01-13089	MERRIFIELD OFFICE SUPPLY	PO0155614	PAPER	\$239.94
01-22006	VACUUM CENTER THE	PO0155650	VACUUM BAGS (9)/FILTERS (3)	\$48.41
01-80335	MAGAZINE SUBSCRIPTION SERVICE	PO0154784	ANNUAL MAGAZINE RENEW	\$4,414.63
LIBRARY TOTAL				\$10,483.99

FUND 10 DEPT 955 - CAPITAL ASSETS & PROJECTS

01-03629	AMERICAN SIGNAL CORP.	PO0154062	WEATHER SIREN SPEAKERS (3)	\$38,612.05
01-05087	JACKSON'S WRECKING & DEMOLITION CO	PO0154836	M-1809 BUILDING DEMO	\$29,000.00
CAPITAL ASSETS & PROJECTS TOTAL				\$67,612.05

FUND 12 DEPT 125 - SPECIAL PROJECT

01-01783	JP MORGAN CHASE	PO0155799	CHASE PAYMENT	\$199.98
SPECIAL PROJECT TOTAL				\$199.98

FUND 14 DEPT 145 - HEALTH FUND

01-03524	PERSONAL HEALTH PARTNERS	PO0155726	2019 HEALTH FAIR SCREENINGS (138)	\$7,806.00
01-05570	PAYFLEX SYSTEMS USA, INC	PO0155651	FSA/DEP ACCOUNT FEES 5/19	\$359.45
HEALTH FUND TOTAL				\$8,165.45

FUND 20 DEPT 205 - AIRPORT

01-01783	JP MORGAN CHASE	PO0155799	CHASE PAYMENT	\$1,274.76
01-02402	TITAN FENCE CO.	PO0155722	GATE/FENCE REPAIR	\$1,850.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0155675	WAREHOUSE PARTS 4/19	\$2.01
01-04684	OROSCO, NANCY	PO0155593	JANITORIAL SERVICE 5/19	\$187.50
01-04989	THE ALARM GROUP	PO0155597	ANNUAL FIRE ALARM MONITORING	\$300.00
01-05611	RSM DEVELOPMENT, INC.	PO0150088	A-1701B TERMINAL CONSTRUCTION	\$220,614.47
01-05637	WESTERN MARKETING, INC	PO0155594	OIL/ST	\$611.60
01-05637	WESTERN MARKETING, INC	PO0155595	OIL/ST	\$279.74
01-05637	WESTERN MARKETING, INC	PO0155596	OIL/ST	\$95.71
01-05637	WESTERN MARKETING, INC	PO0155744	OIL/ST	\$162.24
01-16145	PETTY CASH	PO0155784	REIMB/LODGING/D OHNESORGE	\$495.84
01-16145	PETTY CASH	PO0155784	REIMB/TRAVEL/OAOA CONF/K COOK	\$143.84
01-35300	UNIFIRST, INC.	PO0155667	MATS (2)/MOPS (10)/AIR FRESHENER	\$93.92
AIRPORT TOTAL				\$226,111.63

FUND 22 DEPT 000 - GOLF STOCK

01-05240	ACUSHNET COMPANY	PO0155740	PRO SHOP/ST	\$3,580.75
01-05241	CALLAWAY GOLF SALES CO	PO0155628	PRO SHOP/ST	\$863.00
01-05241	CALLAWAY GOLF SALES CO	PO0155743	PRO SHOP/ST	\$1,272.60
GOLF STOCK TOTAL				\$5,716.35

FUND 22 DEPT 225 - GOLF

01-01783	JP MORGAN CHASE	PO0155799	CHASE PAYMENT	\$26.35
01-02539	BWI COMPANIES, INC.	PO0152011	HERBICIDE	\$6,190.17
01-04021	DENSE MECHANICAL CONTRACTORS, INC.	PO0155599	ICE MACHINE MAINTENANCE	\$890.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0155675	WAREHOUSE PARTS 4/19	\$61.75
01-05160	VGM FINANCIAL SERVICES	PO0150443	GREENS MOWER LEASE 5/19	\$690.60
01-05160	VGM FINANCIAL SERVICES	PO0150447	UTILITY TRUCK LEASE 5/19	\$365.95
01-13017	MUNN SUPPLY, INC.	PO0155598	CYLINDER RENTAL	\$6.90
01-38030	DAL SECURITY, INC.	PO0155673	MONTHLY MONITORING 5/19	\$91.00
GOLF TOTAL				\$8,322.72

FUND 30 DEPT 305 - STREET & ALLEY

01-04033	DOLESE BROTHERS CO., INC.	PO0155708	CRUSHER RUN	\$5,429.48
01-05851	JMB CONCRETE	PO0154210	M-1901C2 SIDEWALK REPAIR	\$3,650.00
01-60230	RICK LORENZ CONSTRUCTION	PO0148807	R-1801A STREET IMPROVEMENT	\$27,315.50
STREET & ALLEY TOTAL				\$36,394.98

FUND 31 DEPT 230 - UTILITY BILLING

01-01783	JP MORGAN CHASE	PO0155799	CHASE PAYMENT	\$29.59
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0155675	WAREHOUSE PARTS 4/19	\$73.67
01-16018	POSTMASTER	PO0155800	POSTAGE PERMIT	\$20,000.00
UTILITY BILLING TOTAL				\$20,103.26

FUND 31 DEPT 760 - SOLID WASTE SERVICES

01-00146	CINTAS CORPORATION LOC. 624	PO0155656	UNIFORM RENTALS (28)	\$239.82
01-00146	CINTAS CORPORATION LOC. 624	PO0155656	SHOP TOWEL SERVICE	\$125.52
01-00159	UNITED STATES GYPSUM COMPANY	PO0149832	CRUSHER RUN	\$2,077.69
01-01783	JP MORGAN CHASE	PO0155799	CHASE PAYMENT	\$851.68
01-02243	BB MACHINE & SUPPLY, INC.	PO0155666	V563 BEARING KIT/SEAL/CAP	\$36.58
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0155664	V259 COTTER PIN/WASHER	\$53.46
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0155327	V261 SERVICE AGREEMENT	\$8,691.93
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0155036	V261 HYDRAULIC REPAIR	\$4,160.31
01-04073	DERRICK CANVAS, INC.	PO0155663	TARPS (2)	\$250.00
01-04102	SCHEFFE PRESCRIPTION SHOP	PO0155689	WC/MEDICAL	\$252.44
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0155675	WAREHOUSE PARTS 4/19	\$7,136.56
01-04560	DOCUGUARD	PO0150434	RECYCLING CONTRACT 4/19	\$350.09
01-04833	OKLAHOMA SPINE AND MUSCULOSKELETAL	PO0155690	WC/MEDICAL	\$98.60
01-05146	NEURODIAGNOSTICS & NEUROMONITORING	PO0155685	WC/MEDICAL	\$494.01
01-05207	EMPIRE FINANCIAL, LLC	PO0150622	TRASH TRUCK LEASE 6/19	\$9,466.89
01-05207	EMPIRE FINANCIAL, LLC	PO0150623	TRASH TRUCK LEASE 6/19	\$5,052.27
01-05599	ARVEST BANK	PO0149579	TRASH TRUCK LEASE (3) 5/19	\$14,511.04
01-05666	RED RIVER NEURODIAGNOSTICS, LLC	PO0155688	WC/MEDICAL	\$544.91
01-16145	PETTY CASH	PO0155787	REIMB/CDL LICENSE RENEW/C LUGINBILL	\$37.00
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0155757	ETHANOL SHIELD/ALL VEHICLES	\$337.14
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0155665	MOUNTING TAPE	\$6.99
SOLID WASTE SERVICES TOTAL				\$54,774.93

FUND 31 DEPT 785 - PUBLIC UTILITIES MGMT

01-01783	JP MORGAN CHASE	PO0155799	CHASE PAYMENT	\$415.10
PUBLIC UTILITIES MGMT TOTAL				\$415.10

FUND 31 DEPT 790 - WATER PRODUCTION

01-00146	CINTAS CORPORATION LOC. 624	PO0155656	UNIFORM RENTALS (9)	\$82.26
01-00878	BROWN'S SHOE FIT COMPANY	PO0155790	BOOTS/F HALEY	\$171.00
01-00901	US UNDERWATER SERVICES, INC	PO0155729	WATER TANK INSPECTION	\$2,180.00
01-01783	JP MORGAN CHASE	PO0155799	CHASE PAYMENT	\$301.81

01-01954	PUMPSOK	PO0155727	PUMPS (3)	\$3,610.20
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0155675	WAREHOUSE PARTS 4/19	\$826.78
01-50210	LOWE'S HOME CENTERS, INC.	PO0155647	PAINT SPRAYER/PAINT	\$159.72
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0155757	ETHANOL SHIELD/ALL VEHICLES	\$337.14
01-79980	PIONEER BUSINESS SOLUTION	PO0155635	MONTHLY SERVICE 5/19	\$246.27
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0155665	ROLLER COVER	\$14.97
			WATER PRODUCTION TOTAL	\$7,930.15

FUND 31 DEPT 795 - UTILITY MAINTENANCE

01-01783	JP MORGAN CHASE	PO0155799	CHASE PAYMENT	\$32.59
01-04033	DOLESE BROTHERS CO., INC.	PO0155636	CONCRETE	\$1,147.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0155675	WAREHOUSE PARTS 4/19	\$7,731.63
01-05005	ENID CONCRETE CO., INC.	PO0155662	CONCRETE	\$685.75
01-13089	MERRIFIELD OFFICE SUPPLY	PO0155659	LEGAL PADS (48)/PENS (48)	\$104.16
01-20115	TPI STAFFING SERVICE	PO0155661	TEMP EMPLOYEE	\$313.04
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0155757	ETHANOL SHIELD/ALL VEHICLES	\$337.14
			UTILITY MAINTENANCE TOTAL	\$10,351.31

FUND 31 DEPT 799 - WASTEWATER PLANT MGMT

01-01178	ACCURATE, INC.	PO0155728	NITRATE TESTERS (425)	\$1,059.44
01-01178	ACCURATE, INC.	PO0155728	SAMPLE ANALYSIS	\$1,290.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0155675	WAREHOUSE PARTS 4/19	\$1,778.44
01-05354	HAWKINS, INC.	PO0149554	POLYMER	\$2,749.07
01-05524	UV DOCTOR LAMPS, LLC	PO0155735	OEM HOSE ASSEMBLY (4)/LAMP SOCKETS (4)	\$2,356.36
01-13017	MUNN SUPPLY, INC.	PO0155658	CYLINDER RENTAL	\$48.30
01-59250	USA BLUEBOOK	PO0155674	GASKETS (3)	\$200.56
			WASTEWATER PLANT MGMT TOTAL	\$9,482.17

FUND 31 DEPT 956 - EMA CAPITAL REPLACEMENT

01-01783	JP MORGAN CHASE	PO0155799	CHASE PAYMENT	\$1,626.00
			EMA CAPITAL REPLACEMENT TOTAL	\$1,626.00

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

01-01406	GUARANTEE ABSTRACT CO.	PO0155657	G-1902R 300 FT STREET LIST/LAHOMA COURTS	\$300.00
01-01406	GUARANTEE ABSTRACT CO.	PO0155657	G-1902R 300 FT OWNERSHIP LIST/LAHOMA COURTS	\$550.00
01-02687	RETAIL ATTRACTIONS, LLC	PO0150128	PROFESSIONAL SERVICE 5/19	\$4,000.00
01-05647	ON POINT LAND SURVEY, LLC	PO0155707	G-1902R SURVEY SERVICE/LAHOMA COURTS	\$2,645.00
			E.E.D.A. TOTAL	\$7,495.00

FUND 33 DEPT 335 - V.D.A.

01-00223	COOPER, MICHAEL G.	PO0149891	VDA CONSULTING FEE 5/19	\$10,000.00
01-00223	COOPER, MICHAEL G.	PO0155702	REIMB/PHONE SERVICE 5/19	\$65.64
01-00223	COOPER, MICHAEL G.	PO0155709	REIMB/TRAVEL/CHAMBER OF COMMERCE/DC	\$1,845.28
			V.D.A. TOTAL	\$11,910.92

FUND 40 DEPT 405 - CAPITAL IMPROVEMENT

01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0155624	P-1907C ROOF PANELS/SEALS	\$82.26
01-01783	JP MORGAN CHASE	PO0155799	CHASE PAYMENT	\$1,248.63
01-03531	CABBINESS ENGINEERING, LLC	PO0153539	P-1911A MEADOWLAKE CROSSING	\$8,353.75
01-03899	CHILD'S PLAY, INC.	PO0154239	P-1907C PLAYGROUND EQUIP/HOOVER	\$23,945.50
01-03899	CHILD'S PLAY, INC.	PO0154239	P-1908C PLAYGROUND EQUIP/LIONS	\$24,584.61
01-04464	MTZ CONSTRUCTION, INC.	PO0151873	M-1805C ADA COMPLIANCE PROGRAM	\$17,632.00
01-05050	ENVIROTECH	PO0155188	M-1801A PROFESSIONAL SERVICE	\$1,300.00
01-05829	ENID INSULATION & SIDING	PO0153028	M-1905C WINDOWS/DOORS/RSVP BLDG	\$24,410.00
01-05935	ECONOLITE CONTROL PRODUCTS, INC.	PO0154211	R-1907A TRAFFIC CONTROLLERS (15)	\$1,387.50
01-06068	HOLTZEN ENGINEERING GROUP, P.C.	PO0155768	M-1801A PROFESSIONAL SERVICE	\$14,500.00

01-08022	HUGHES LUMBER CO., LLC	PO0155780	P-1908C LUMBER	\$59.36
01-41490	STEVE PRINCE ELECTRIC INC.	PO0155737	P-1908C ELECTRICAL PANEL BUILD/INSTALL	\$2,421.00
01-50210	LOWE'S HOME CENTERS, INC.	PO0155783	M-1907C ROOF FELT/FIBERGLASS	\$204.28
01-60230	RICK LORENZ CONSTRUCTION	PO0154241	P-1906C CROSSLIN SIDEWALK IMPROVEMENT	\$10,853.71
01-80153	KINNUNEN, INC.	PO0155801	P-1908C REBAR/PAINT/STRING LINE	\$115.84
CAPITAL IMPROVEMENT TOTAL				\$131,098.44

FUND 42 DEPT 425 - SANITARY SEWER FUND

01-12007	LUCKINBILL, INC.	PO0148380	S-1704A POINT REPAIR PROGRAM	\$31,680.97
SANITARY SEWER FUND TOTAL				\$31,680.97

FUND 44 DEPT 445 - WATER CAP. IMPROVEMENT FUND

01-03531	CABBINESS ENGINEERING, LLC	PO0155035	W-1810A PROFESSIONAL SERVICE	\$14,500.00
01-03707	DOERNER, SAUNDERS, DANIEL & ANDERS	PO0155752	W-1304A WATER RIGHTS	\$1,161.00
01-03760	GARVER, LLC	PO0139545	W-1712B PROFESSIONAL SERVICE	\$45,806.23
01-03760	GARVER, LLC	PO0151678	W-1912A1 PROFESSIONAL SERVICE	\$654,347.12
01-05617	ANGLIN PUBLIC RELATIONS	PO0153680	W-1912PR KAW LAKE PUBLIC RELATIONS	\$4,312.52
01-46530	OK DEPT OF ENVIRONMENTAL QUALITY	PO0155590	W-1810A PERMIT APPLICATION FEE	\$162.07
WATER CAP. IMPROVEMENT FUND TOTAL				\$720,288.94

FUND 50 DEPT 505 - 911

01-01783	JP MORGAN CHASE	PO0155799	CHASE PAYMENT	\$14.00
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0155646	MONTHLY SERVICE 5/19	\$159.05
01-66190	AT&T	PO0155748	MONTHLY SERVICE 5/19	\$1,508.33
911 TOTAL				\$1,681.38

FUND 51 DEPT 515 - POLICE

01-00232	LYLE'S BODY SHOP, INC	PO0155643	V2048 PAINT/BODY REPAIR	\$944.38
01-00612	PHYSICIANS GROUP, LLC	PO0155696	WC/MEDICAL/J ALLISON	\$599.10
01-00612	PHYSICIANS GROUP, LLC	PO0155701	WC/MEDICAL/J ALLISON	\$242.75
01-00612	PHYSICIANS GROUP, LLC	PO0155710	WC/MEDICAL/J ALLISON	\$4,096.47
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0155638	REBAR	\$126.26
01-01338	J & P SUPPLY, INC.	PO0155639	CLEANER/TOWELS/TISSUE/LINERS	\$652.99
01-01338	J & P SUPPLY, INC.	PO0155718	NITRILE GLOVES	\$93.00
01-01783	JP MORGAN CHASE	PO0155799	CHASE PAYMENT	\$3,710.88
01-01800	COMMUNITY HOSPITAL, LLC	PO0155713	WC/MEDICAL/J ALLISON	\$5,886.60
01-02082	AT&T MOBILITY	PO0155723	MONTHLY SERVICE 4/19	\$2,218.32
01-02350	O I P M, LLC	PO0155712	WC/MEDICAL/B PRITCHETT	\$1,011.45
01-03609	ALL TRAFFIC SOLUTIONS	PO0155747	ANNUAL TRAFFIC SUITE SOFTWARE/SUPPORT RENEW	\$3,000.00
01-03960	EAGLE IMAGING MANAGEMENT GROUP, LC	PO0155691	WC/MEDICAL/J ALLISON	\$380.09
01-04023	NEUROSCIENCE SPECIALISTS, PC	PO0155694	WC/MEDICAL/B PRITCHETT	\$209.44
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0155675	WAREHOUSE PARTS 4/19	\$3,028.66
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0155646	MONTHLY SERVICE 5/19	\$575.79
01-04792	EMERGENCY SERVICES OF OKLAHOMA, PC	PO0155692	WC/MEDICAL/M HAINLEY	\$88.73
01-04792	EMERGENCY SERVICES OF OKLAHOMA, PC	PO0155692	WC/MEDICAL/S VARNEY	\$167.28
01-05104	TRIANGLE INSURANCE COMPANY, INC.	PO0155725	ANNUAL BUILDING LEASE	\$8,604.00
01-05187	LOWERY & ASSOCIATES, INC.	PO0155693	WC/COURT REPORTING/D WILLSON	\$99.50
01-05187	LOWERY & ASSOCIATES, INC.	PO0155700	WC/ATTORNEY FEES/D WILLSON	\$71.50
01-05285	THERAPY INNOVATIONS	PO0155698	WC/MEDICAL/J ALLISON	\$1,260.14
01-05637	WESTERN MARKETING, INC	PO0155771	OIL/ALL VEHICLES	\$806.98
01-13033	MOTO-PHOTO	PO0155637	CITIZENS POLICE ACADEMY PRINTS (10)	\$289.50
01-15132	O'REILLY AUTO PARTS, INC.	PO0155642	HOSE	\$9.00
01-16145	PETTY CASH	PO0155788	REIMB/TRAVEL/EOD TRANSPORT/S DYER	\$10.00
01-19087	SIRCHIE FINGER PRINT LAB	PO0155721	LUMINOL (4)	\$32.86
01-19165	STEVENS FORD, INC.	PO0155745	V2080 COLLISION REPAIR	\$705.40
01-19165	STEVENS FORD, INC.	PO0155755	V2033 COLLISION REPAIR	\$2,012.30
01-19165	STEVENS FORD, INC.	PO0155755	V2097 STEERING GEAR	\$1,857.40
01-30420	OLSON ANIMAL HOSPITAL, INC.	PO0155733	REIMB/SPAY/NEUTER	\$215.00
01-46560	GROOM CLOSET	PO0155640	K9 DOG FOOD	\$36.13
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0155757	ETHANOL SHIELD/ALL VEHICLES	\$337.14

01-53300	ANIMAL CARE OF ENID, INC.	PO0155738	REIMB/MEDS/VACCINES	\$390.00
01-65460	ACTSHON PEST CONTROL	PO0155641	PEST CONTROL 5/19	\$60.00
01-74840	NORTHWEST ANESTHESIA PC	PO0155695	WC/MEDICAL/J ALLISON	\$690.17
01-78470	OK SPINE HOSPITAL	PO0155711	WC/MEDICAL/B PRITCHETT	\$2,070.85
01-79290	SIGN SHACK THE	PO0155720	V2020 DECALS	\$370.00
01-79290	SIGN SHACK THE	PO0155724	V2037/V2066/V2067/V2076 DECALS	\$1,480.00
			POLICE TOTAL	\$48,440.06

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

01-01783	JP MORGAN CHASE	PO0155799	CHASE PAYMENT	\$243.93
01-04656	CENTERPOINT ENERGY SERVICES, INC.	PO0155792	MONTHLY SERVICE 4/19	\$274.70
01-15127	OK NATURAL GAS	PO0155608	MONTHLY SERVICE 4/19	\$595.94
01-80045	CHISHOLM TRAIL EXPO CENTER	PO0155739	HOTEL TAX 4/19	\$41,965.98
			E.E.C.C.H. TOTAL	\$43,080.55

FUND 65 DEPT 655 - FIRE

01-00612	PHYSICIANS GROUP, LLC	PO0155696	WC/MEDICAL/J MCALISTER	\$180.00
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0155762	V1044 FILTERS (2)	\$53.56
01-01338	J & P SUPPLY, INC.	PO0155760	TOWELS/TISSUE/CLEANER/SPONGES	\$519.17
01-01783	JP MORGAN CHASE	PO0155799	CHASE PAYMENT	\$3,367.53
01-04030	WELDON PARTS, INC.	PO0155764	V1031 POWER STEER GEAR BOX	\$681.37
01-04563	XPRESS WELLNESS, LLC	PO0155699	WC/MEDICAL/K BACON	\$213.74
01-15132	O'REILLY AUTO PARTS, INC.	PO0155766	V1044 FILTERS (4)	\$123.21
01-20097	TOPS & STRIPES, INC.	PO0155763	V1031/V1034 GAS SPRINGS (2)	\$51.00
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0155761	EDGER BLADES (10)	\$34.10
01-58660	FERRARA FIREFIGHTING EQUIPMENT	PO0155758	BOOTS/D PILLSBURY	\$298.45
01-80445	A E HOWARD TILE AND CARPET, INC.	PO0155759	GRANITE INSTALL/WINDOW SILL REPAIR	\$702.23
			FIRE TOTAL	\$6,224.36

FUND 99 DEPT 995 - EPTA

01-01783	JP MORGAN CHASE	PO0155799	CHASE PAYMENT	\$827.48
01-02018	BASS BAPTIST HEALTH CENTER - DALLA	PO0155681	WC/MEDICAL	\$591.90
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0155675	WAREHOUSE PARTS 4/19	\$986.18
01-04328	INTEGRIS MEDICAL GROUP	PO0155682	WC/MEDICAL	\$67.88
01-04754	DIAGNOSTIC IMAGING ASSOCIATES, INC	PO0155677	WC/MEDICAL	\$347.25
01-15146	OKLAHOMA TRANSIT ASSOC.	PO0155609	2019 OTA CONF/M WILLIAMS	\$200.00
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0155757	ETHANOL SHIELD/ALL VEHICLES	\$337.16
			EPTA TOTAL	\$3,357.85

COMBINED BREAKDOWN OF TOTALS

EMA	\$104,682.92
EEDA	\$7,495.00
EPTA	\$3,357.85
REMAINING FUNDS	\$1,550,106.84
TOTAL CLAIMS	\$1,665,642.61

PURCHASING CARD CLAIMS LIST

6-4-19

FUND 10 DEPT 100 - ADMINISTRATIVE SERVICES

AT&T*PREMIER EBIL	PO0155799	IPAD DATA PLAN 5/19	99.45
CHART HOUSE ALEXANDRA	PO0155799	MEAL (3)/DC TRIP	184.50
ENID WINNELSON CO	PO0155799	FAUCET/FLUSH VALVE/STOPS	605.40
INDUSTRIAL MATERIALS	PO0155799	FITTINGS	20.00
JP SUPPLY	PO0155799	LINERS TRASH	50.51
LOCKE SUPPLY WHC ENID	PO0155799	FREON	181.67
METRO 093-NAT AIRPRT N	PO0155799	TRANSPORTATION/DC TRIP/J GILBERT	44.00
OKLAHOMA GLASS & WALLP	PO0155799	PLEXIGLASS	168.00
RESIDENCE INNS ALEXAND	PO0155799	LODGING/DC TRIP/J GILBERT	717.01
WW STARR LUMBER ENID	PO0155799	JOINT COMPOUND	26.99

ADMINISTRATIVE SERVICES TOTAL	2,097.53
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FUND 10 DEPT 110 - HUMAN RESOURCES

HOBBY-LOBBY #0008	PO0155799	INTERN APPRECIATION	7.76
INDEED	PO0155799	ACTIVE RECRUITING SUBSCRIPTION MONTHLY FEE	100.00
JUMBO FOODS	PO0155799	INTERN APPRECIATION	23.88
PAYPAL *SGR	PO0155799	SGR JOB POSTING	59.00
SECRETARY OF STATE	PO0155799	NOTARY REGISTRATION/E SMITH	26.00
WM SUPERCENTER #499	PO0155799	RETIREMENT GIFT CARDS (3)	986.44

HUMAN RESOURCES TOTAL	1,203.08
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FUND 10 DEPT 120 - LEGAL SERVICES

OKCOUNTYRECORDS.COM	PO0155799	OKCOUNTYRECORDS.COM MONTHLY SUBSCRIPTION	10.00
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LEGAL SERVICES TOTAL	10.00
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FUND 10 DEPT 140 - SAFETY

AT&T*BILL PAYMENT	PO0155799	IPAD DATA PLAN 5/19	33.24
ENID ACE HARDWARE	PO0155799	WATERING CAN (3 GAL)	19.99
J DONUTS	PO0155799	MEAL (12)/SAFETY MEETING	22.27
MCDONALD'S F2149	PO0155799	MEAL (12)/DEPT MEETING	40.68
RAPID DETECT	PO0155799	DRUG SCREENING TESTING SWABS	494.00

SAFETY TOTAL	610.18
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FUND 10 DEPT 150 - PR/ETN/MARKETING

AT&T*PREMIER EBIL	PO0155799	IPAD DATA PLAN 5/19	16.57
MOUSER ELECTRONICS INC	PO0155799	BROADCAST CLOCK POWER SUPPLY	52.83
NAPOLIS ITALIAN RESTAU	PO0155799	MEAL (3)/INTERNSHIP APPRECIATION	39.96

PR/ETN/MARKETING TOTAL	109.36
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FUND 10 DEPT 200 - GENERAL GOVERNMENT

6465 DOMINOS PIZZA	PO0155799	MEAL (12)/BUDGET MEETING	84.97
ABM PARKING WRWA 0118	PO0155799	PARKING (2)/DC TRIP	81.00
AMERICAN 0010260104015	PO0155799	BAGGAGE (8)/DC TRIP	320.00
CAPITAL GRILLE 0138003	PO0155799	MEAL/DC TRIP/G PANKONIN	277.00
CHART HOUSE ALEXANDRA	PO0155799	MEAL (4)/DC TRIP/D NORWOOD	171.62
CHICK-FIL-A #02804	PO0155799	MEAL (15)/BUDGET MEETING	123.00
FOOD HALL	PO0155799	MEAL/DC TRIP/G PANKONIN	18.49
JUMBO FOODS	PO0155799	BOTTLED WATER/SODA/SOAP	29.02
LAPORTAS	PO0155799	MEAL (4)/DC TRIP	175.59
METRO 048-KING ST	PO0155799	TAXI/DC TRIP/G PANKONIN	25.00
OKLAHOMA CITY AIRPORT	PO0155799	MEAL/DC TRIP/G PANKONIN	13.13
RESIDENCE INNS ALEXAND	PO0155799	LODGING (3)/DC TRIP	2,758.35
SCHLOTZSKY'S #4466	PO0155799	MEAL/COMMISSION MEETING	296.93
SOFITEL HOTELS @ LAFAY	PO0155799	MEAL/DC TRIP/D NORWOOD	44.60
SQUARE *SQ *MK ABDULLA	PO0155799	MEAL/DC TRIP/G PANKONIN	21.62

PURCHASING CARD CLAIMS LIST

6-4-19

THE GROVE-WASHINGTONQPS	PO0155799	MEAL/DC TRIP/J WADDELL	13.07
THE SMITH DC PENN QUAR	PO0155799	MEAL/DC TRIP/G PANKONIN	52.00
TST* THEISMANN S RESTA	PO0155799	MEAL (4)/DC TRIP	107.92
UBER TRIP	PO0155799	TAXI/DC TRIP/J WADDELL	16.32

GENERAL GOVERNMENT TOTAL 4,629.63

FUND 10 DEPT 210 - ACCOUNTING

ADVANTAGE LASER	PO0155799	MICR INK CARTRIDGE	180.00
AT&T*PREMIER EBIL	PO0155799	IPAD DATA PLAN 5/19	16.57
WALGREENS #5531	PO0155799	DISTILLED WATER	2.00

ACCOUNTING TOTAL 198.57

FUND 10 DEPT 220 - RECORDS & RECEIPTS

AMAZON.COM*MN4LC1ZY0	PO0155799	FILE FOLDER ORGANIZER (2)	58.52
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RECORDS & RECEIPTS TOTAL 58.52

FUND 10 DEPT 250 - INFORMATION TECHNOLOGY

AT&T*PREMIER EBIL	PO0155799	IPAD DATA PLAN 5/19	16.57
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INFORMATION TECHNOLOGY TOTAL 16.57

FUND 10 DEPT 300 - COMMUNITY DEVELOPMENT

BOARD OF ARCHITECTS	PO0155799	OKLA ARCHITECTURAL LICENSE RENEWAL/C BAUER	325.00
OK.GOV	PO0155799	OKLA ARCHITECTURAL SERVICE FEE/C BAUER	11.40

COMMUNITY DEVELOPMENT TOTAL 336.40

FUND 10 DEPT 350 - CODE ENFORCEMENT

AMZN MKTP US	PO0155799	(CREDIT) BLUETOOTH RETURNED	(7.00)
ARBY'S 5002041	PO0155799	MEAL/CODE TRAINING/C SMITH	8.58
AT&T*PREMIER EBIL	PO0155799	TABLET DATA PLAN 5/19	126.94
CANDLEWOOD SUITES	PO0155799	LODGING/BOILER TRAINING/C SMITH	89.00
DOWNTOWN THREADS	PO0155799	LOGO JACKET/B HENRY	44.73
OLIVE GARDEN 00015917	PO0155799	MEAL/CODE TRAINING/C SMITH	19.37
WAFFLE HOUSE 0292	PO0155799	MEAL/CODE TRAINING/C SMITH	9.30

CODE ENFORCEMENT TOTAL 290.92

FUND 10 DEPT 400 - ENGINEERING

AT&T*PREMIER EBIL	PO0155799	IPAD DATA PLAN 5/19	54.69
AWWA EVENTS	PO0155799	AWWA ACE CONF REGIST/M KATTA	1,205.00
FREDPRYOR CAREERTRACK	PO0155799	FRED PRYOR TRAINING/M KATTA	199.00
SOUTHWES 5262478507805	PO0155799	AIRFARE/AWWA ACE TRAINING/M KATTA	249.98
TORTILLERIA LA VICTORI	PO0155799	MEAL (2)/FPM CONF	20.99

ENGINEERING TOTAL 1,729.66

FUND 10 DEPT 700 - PUBLIC WORKS MGMT

AT&T*BILL PAYMENT	PO0155799	IPAD DATA PLAN 5/16	75.46
BRADFORD INDUSTRIAL SP	PO0155799	HOT SURFACE IGNITOR/FLAME SENSOR	56.19
LOCKE SUPPLY WHC ENID	PO0155799	THERMOSTAT/GUARD	66.59
TESSCO TECHNOLOGIES	PO0155799	RADIO EQUIP	203.66

PUBLIC WORKS MGMT TOTAL 401.90

PURCHASING CARD CLAIMS LIST

6-4-19

FUND 10 DEPT 710 - FLEET MGMT

2000 CED	PO0155799	BREAKER	105.65
GIH*GLOBALINDUSTRIALEQ	PO0155799	SAFETY RAILING/GATE	1,237.61
STAPLES 00106633	PO0155799	INK CARTRIDGE	156.99
TACO BELL #28019	PO0155799	MEAL (12)/DEPT MEETING	29.85

FLEET MGMT TOTAL	1,530.10
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FUND 10 DEPT 730 - PARKS & RECREATION

2000 CED	PO0155799	POLE FUSE BLOCKS/FUSES	317.90
AMZN MKTP US*MN8C17D61	PO0155799	GAS RESPIRATORS/CARTRIDGES/FILTERS/BASES	1,223.92
AT&T*BILL PAYMENT	PO0155799	IPAD DATA PLAN 5/19	211.38
ATWOOD 01 ENID	PO0155799	POPCORN OIL/BIRDSEED/CAMPING EVENT	113.78
ATWOOD 01 ENID	PO0155799	RATCHET STRAPS (6)/FENCE STAYS	73.74
ENID ACE HARDWARE	PO0155799	WATER FAUCET HOSES	41.94
KINNUNEN SALES AND REN	PO0155799	HAMMER DRILL/SHOVELS/TOOL BOX	514.40
LESLIES POOLMART #909	PO0155799	CHLORINE/NEUTRALIZER/WATER TESTER	846.33
LOCKE SUPPLY - ENID	PO0155799	PLUMBING FITTINGS	32.55
LOWES #00205*	PO0155799	POOL PAINT/FAUCET/SHOP VAC/SEALER	518.51
SAMSClub #6267	PO0155799	POOL CONCESSIONS	1,338.29
SAMSClub #6267	PO0155799	TOOL KITS (4)	279.92
WAL-MART #0499	PO0155799	GAMES/CAMPING EVENT	103.78
WAL-MART #0499	PO0155799	PHONE CASES (3)/SCREEN PROTECTORS	162.26
WHATABURGER 1080	PO0155799	MEAL (2)/CONCESSION PURCHASES	14.03
WM SUPERCENTER #499	PO0155799	MEAL/CAMPING IN THE PARK	99.45
WW STARR LUMBER ENID	PO0155799	CONCRETE	51.32

PARKS & RECREATION TOTAL	5,943.50
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FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT

ALLIED ELECTRONICS INC	PO0155799	LIGHT BULBS	22.63
AT&T*PREMIER EBIL	PO0155799	IPAD DATA PLAN 5/19	230.36
AUTOMATIONDIRECT.COM	PO0155799	LEVEL TRANSMITTER/CURRENT TRANSDUCER	968.00
FOUR J'S TIRE SERV	PO0155799	V116 TIRE	162.50
WW STARR LUMBER ENID	PO0155799	PLYWOOD/TRIM MOULDING	54.75

STRMWTR & ROADWAY MAINT TOTAL	1,438.24
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FUND 10 DEPT 750 - TECHNICAL SERVICES

1000BULBS.COM	PO0155799	LED TUBE LIGHTS (35)	542.65
3M CREDIT	PO0155799	VINYL	744.00
AMZN MKTP US*MN7YN21Y0	PO0155799	EAR/MIC PIECES/RADIOS (6)	90.56
ARBY'S 5002041	PO0155799	MEAL/BOILER TRAINING/T BUCKLEY	8.19
AT&T O519 8327	PO0155799	PHONE CASES (2)	100.00
AT&T*PREMIER EBIL	PO0155799	TABLET DATA PLAN 5/19	260.48
BRADFORD INDUSTRIAL SP	PO0155799	TAPE/COPPER ELLS	15.04
CANDLEWOOD SUITES	PO0155799	LODGING/BOILER TRAINING/T BUCKLEY	89.00
CROWNE PLAZA HOTEL -SO	PO0155799	(CREDIT) TAX REFUND	(17.80)
ENID ACE HARDWARE	PO0155799	WOOD CHISELS/SCREWS	64.00
HUGHES LUMBER COMPANY	PO0155799	CEMENT	40.79
LOCKE SUPPLY WE ENID	PO0155799	FLAT PANEL LIGHT FIXTURES (2)	159.02
LOWES #00205*	PO0155799	ANCHOR/SCREWS/GLUE	132.68
OLIVE GARDEN 00015917	PO0155799	MEAL/BOILER TRAINING/T BUCKLEY	22.61
PMSI-EDMUND	PO0155799	GLASS BEADS	975.00
SHERWIN WILLIAMS 70718	PO0155799	PAINT	148.08
SQ *SQ *ENID OVERHEAD	PO0155799	GARAGE DOOR INSTALL	999.00
STAPLES 00106633	PO0155799	POST-IT/PINS/BOARD	53.97
THE VACUUM CENTER	PO0155799	BRUSH ROLLER/BELT/BULB	57.48
VULCAN INC	PO0155799	SIGN BLANKS	772.90
WAFFLE HOUSE 0292	PO0155799	MEAL/BOILER TRAINING/T BUCKLEY	9.30

TECHNICAL SERVICES TOTAL	5,266.95
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PURCHASING CARD CLAIMS LIST

6-4-19

FUND 10 DEPT 900 - LIBRARY

030 BRAUMS STORE	PO0155799	MEAL/RETIREMENT RECEPTION	17.96
0742 AMC OAKWOOD MALL	PO0155799	SUMMER READING PROGRAM SUPPLIES	250.00
1000BULBS.COM	PO0155799	LED TUBE LIGHTS (2)	217.63
AMAZON.COM*MN7PT9QF2	PO0155799	SANITIZER	67.93
AMZN MKTP US*MN2TU2BT0	PO0155799	COFFEE/ZIPLOCK/CANVASES	179.16
AMZN MKTP US*MN8OD5PH0	PO0155799	TABLET BAG/CITIZENSHIP TECH GRANT	31.98
BAKER & TAYLOR - BOOKS	PO0155799	BOOKS (26)	402.74
BRODART BOOKS	PO0155799	BOOKS (48)	629.33
BRODART BOOKS	PO0155799	LIBY19-1 BOOKS (15)	309.00
CENEX AMPRIDE 07062128	PO0155799	V635 FUEL/ODL TRAINING/J REGIER	30.00
DOLLAR GENERAL #14642	PO0155799	TOTE/BOOKS	12.05
DSS*ACHIEVEMENTPRODUCTS	PO0155799	CHILDREN'S PROGRAM SUPPLIES	103.30
HOBBY-LOBBY #0008	PO0155799	RETIREMENT RECEPTION	17.30
JUMBO FOODS	PO0155799	CHILDREN'S PROGRAM SUPPLIES	41.47
JUMBO FOODS	PO0155799	MEAL/RETIREMENT RECEPTION	137.02
LOWES #00205*	PO0155799	POTTING SOIL/DOOR SEAL/BOLD	158.46
MIDWEST TAPE LLC	PO0155799	LIBY19-1 BOOK ON CD (6)	240.58
PANDA EXPRESS #2780	PO0155799	MEAL/ODL TRAINING/J REGIER	9.90
PHILLIPS 66 - HUTCHS 1	PO0155799	V635 FUEL/ODL TRAINING/J REGIER	15.00
PIKEPASS ON-LINE	PO0155799	EMPLOYEE ERROR/REIMB VIA CHECK	42.75
PLANTS A PLENTY	PO0155799	FLORAL ARRANGEMENT	89.94
PLUMPAPER.COM	PO0155799	PLANNERS (2)	211.05
PUTNAM SIX	PO0155799	BOOKS (60)	978.43
PUTNAM SIX	PO0155799	SUMMER READING PROGRAM SUPPLIES	25.00
TEACHERSPAYTEACHERS.CO	PO0155799	CHILDREN'S PROGRAM SUPPLIES	5.00
TEACHERSPAYTEACHERS.CO	PO0155799	SUMMER READING PROGRAM SUPPLIES	7.00
VISTAPR*VISTAPRINT.CO	PO0155799	BANNERS/LTAIO	125.48
WALGREENS #5531	PO0155799	PHOTOS	30.84
WAL-MART #4390	PO0155799	CHILDREN'S PROGRAM SUPPLIES	50.00
WM SUPERCENTER #4390	PO0155799	SUMMER READING PROGRAM SUPPLIES	59.02
WW STARR LUMBER ENID	PO0155799	SCREWS/DOOR WEDGE/SHIMS	8.96

LIBRARY TOTAL **4,504.28**

FUND 12 DEPT 125 - SPECIAL PROJECT

SWADLEY S	PO0155799	MEAL (20)/EMPLOYEE APPRECIATION	199.98
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SPECIAL PROJECT TOTAL **199.98**

FUND 20 DEPT 205 - AIRPORT

AMAZON.COM*MN38U3AF0	PO0155799	SUN SCREEN	23.88
AMZN MKTP US*MN8VS6KH1	PO0155799	RECEIPT PAPER/GLOVES	69.96
JUMBO II LLC	PO0155799	PILOT SNACKS	32.95
LOWES #00205*	PO0155799	FLOOR CLEANER/BUG SPRAY	48.33
RESIDENCE INNS ALEXAND	PO0155799	LODGING/DC TRIP/D OHNESORGE	1,099.64

AIRPORT TOTAL **1,274.76**

FUND 22 DEPT 225 - GOLF

STAPLES 00106633	PO0155799	SHARPIES/MAILING ENVELOPES	26.35
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GOLF TOTAL **26.35**

FUND 31 DEPT 230 - UTILITY SERVICES

MAMA TITA'S MEXICAN TA	PO0155799	MEAL (4)/EMPLOYEE APPRECIATION	29.59
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UTILITY SERVICES TOTAL **29.59**

FUND 31 DEPT 760 - SOLID WASTE

2000 CED	PO0155799	CONDUIT/RECEPTACLES	48.99
AT&T*BILL PAYMENT	PO0155799	IPAD DATA PLAN 5/19	243.60
FOUR J'S TIRE SERV	PO0155799	V219/V227 TIRE REPAIR	70.00
FOUR J'S TIRE SERV	PO0155799	V224 TIRE REPAIR	140.00

PURCHASING CARD CLAIMS LIST

6-4-19

SWADLEY S	PO0155799	MEAL/RETIREMENT RECEPTION	299.97
WARREN CAT	PO0155799	V251 SERVICE CALL	32.00
WM SUPERCENTER #4390	PO0155799	MEAL/RETIREMENT RECEPTION	17.12

SOLID WASTE TOTAL			851.68
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FUND 31 DEPT 785 - PUBLIC UTILITIES MGMT

ENID ACE HARDWARE	PO0155799	HAND WIPES/GLOVES	30.98
HUGHES LUMBER COMPANY	PO0155799	SCREWDRIVER	14.50
JUMBO FOODS	PO0155799	COFFEE	5.99
STAPLES DIRECT	PO0155799	UNINTERRUPTIBLE POWER SUPPLY	152.99
TESSCO TECHNOLOGIES	PO0155799	RADIO EQUIP	203.66
WM SUPERCENTER #4390	PO0155799	SODA/BREAK ROOM	6.98

PUBLIC UTILITIES MGMT TOTAL			415.10
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FUND 31 DEPT 790 - WATER PRODUCTION

AMAZON.COM*MN7T53H20	PO0155799	PHONE CASES (3)	129.83
AMZN MKTP US*MN04I4G71	PO0155799	STORAGE BOX/PHONE HOLDER	171.98

WATER PRODUCTION TOTAL			301.81
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FUND 31 DEPT 795 - UTILITY MAINTENANCE

ENID WINNELSON CO	PO0155799	RETRIEVING AUGER	32.59
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UTILITY MAINTENANCE TOTAL			32.59
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FUND 31 DEPT 956 - EMA CAPITAL REPLACEMENT

TOPS AND STRIPES	PO0155799	V364 BED LINER	480.00
TOPS AND STRIPES	PO0155799	V682 FLOOR LINER	218.00
VAN AND TRUCK EQUIPMEN	PO0155799	V364 TRUCK RACK	928.00

EMA CAPITAL REPLACEMENT TOTAL			1,626.00
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FUND 40 DEPT 405 - CAP. IMPROVEMENT

KINNUNEN SALES AND REN	PO0155799	P-1908C STEEL STAKES	356.37
LOWES #00205*	PO0155799	P-1908C LUMBER	892.26

CAP. IMPROVEMENT TOTAL			1,248.63
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FUND 50 DEPT 505 - 911

THE WEDGE II	PO0155799	MEAL/OLETS SCHOOL/G BINKLEY	14.00
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911 TOTAL			14.00
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FUND 51 DEPT 515 - POLICE

BAYSINGERS UNIFORMS &	PO0155799	UNIFORMS (2)	983.81
BRADFORD INDUSTRIAL SP	PO0155799	AIR CONDITION COMPRESSOR	915.25
DOWNTOWN THREADS	PO0155799	EMBROIDERY/PATCHES/ANIMAL CONTROL	68.00
FOUR J'S TIRE SERV	PO0155799	V2012 TIRES (4)	434.00
FOUR J'S TIRE SERV	PO0155799	V2024 TIRES (4)	410.00
FOUR J'S TIRE SERV	PO0155799	V2081 TIRES (4)	509.20
JUMBO FOODS	PO0155799	EATING SUPPLIES/CAKE/CPA GRADUATION	73.51
SECRETARY OF STATE	PO0155799	NOTARY RENEWAL (2)	20.80
STAPLES 00106633	PO0155799	CERTIFICATE HOLDERS (3)/CPA	38.97
STEVENS FORD	PO0155799	V2007 DIAGNOSIS	120.00
SWADLEY S	PO0155799	MEAL (2)/DT INSTRUCTOR	37.36
USPS PO 3928270415	PO0155799	SHIPPING FEES	8.83

PURCHASING CARD CLAIMS LIST

6-4-19

WAL-MART #0499	PO0155799	MEAL (15)/CPA RANGE DAY	46.21
WM SUPERCENTER #499	PO0155799	CLEANER	44.94
POLICE TOTAL			3,710.88

FUND 60 DEPT 605 - EECCH

AT&T*PREMIER EBIL	PO0155799	IPAD DATA PLAN 5/19	48.98
WEB*NETWORKSOLUTIONS	PO0155799	VISITENID.ORG DOMAIN RENEWAL	194.95

EECCH TOTAL **243.93**

FUND 65 DEPT 655 - FIRE

AMZN MKTP US*MN0FU70Q2	PO0155799	BLOOD PRESSURE CUFFS/MATS/EXAM GLOVES	426.93
ATWOOD 01 ENID	PO0155799	MOTOR OIL (36)/CUTTING WHEEL	241.53
FAMILY DOLLAR #2065	PO0155799	SINK DRAIN SET (2)/COFFEE FILTERS	20.50
HOBBY-LOBBY #0008	PO0155799	FRAMES (6)	65.94
JUMBO FOODS	PO0155799	COFFEE (60 CANS)	389.40
JUMBO FOODS	PO0155799	MEAL/CITIZENS ACADEMY	137.88
LOCKE SUPPLY - ENID	PO0155799	WATER HEATER/DRAIN PAN/BOILER DRAIN	360.45
LOWES #00205*	PO0155799	TILE/PANEL BOARD/CAULK GUN/CAULK	225.62
MID AMERICA FOOD DISTR	PO0155799	MEAL/CITIZENS ACADEMY	96.13
NATIONAL EXAMS	PO0155799	ONLINE EMT STUDY GUIDE/J BLACK	69.95
PAYPAL *MIKESFIREEQ	PO0155799	VOICE AMP (10)	998.00
RYDER FLEET PRODUCTS	PO0155799	(CREDIT) TAX REFUND	(12.16)
THE MAIL ROOM LLC	PO0155799	SHIPPING FEES	5.50
UNITED LINEN	PO0155799	SHOP/KITCHEN TOWELS	39.45
WM SUPERCENTER #499	PO0155799	PROPANE	14.92
ZALOUDEK IMPLEMENT CO	PO0155799	MOWER SPARK PLUG (2)/FILTERS/OIL	66.84
ZALOUDEK IMPLEMENT CO	PO0155799	V1017 FILTERS/REPAIR	220.65

FIRE TOTAL **3,367.53**

FUND 99 DEPT 995 - EPTA

2000 CED	PO0155799	EXIT LIGHTS (2)	97.20
AT&T*BILL PAYMENT	PO0155799	MONTHLY SERVICE 5/19	391.34
STEVENS FORD	PO0155799	V8568 A/C REPAIR	293.27
THUNDER CDJR	PO0155799	V8578 GAS CAPS (2)	45.67

EPTA TOTAL **827.48**

JP MORGANCHASE CLAIMS LIST TOTAL **\$ 44,545.70**

City Commission Meeting

10.1.

Meeting Date: 06/04/2019

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$104,682.92.

City Commission Meeting

13.1.

Meeting Date: 06/04/2019

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$7,495.00.

City Commission Meeting

16.1.

Meeting Date: 06/04/2019

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$3,357.85.
